

PROBE

THE NEXT GENERATION

BPO

Probe Unite Collective Employment Agreement

Effective Date: 25 February 2018

Ratification Date: 10 July 2018

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1. Introduction

1.1. This Collective Employment Agreement (Agreement) is made pursuant to the Employment Relations Act 2000.

2. Parties

2.1. The parties to this Agreement are Probe Contact Solutions New Zealand Limited (Probe) and Unite Incorporated (the Union).

3. Term

3.1. This Agreement shall take effect from 25 February 2018. This Agreement shall be for a term of eighteen (18) months from ratification except as provided for under s 53 of the Employment Relations Act 2000.

4. Variation of Agreement

4.1. This Agreement may be varied during its term by agreement in writing signed by both parties.

4.2. Should any matter arise which is not dealt with in this Agreement, or without sufficient particularity, the parties to this Agreement will commence negotiations to provide for the matter. Such negotiations will be conducted in good faith by the parties with a view to agreeing to a variation the Agreement accordingly.

5. Interpretation

5.1. "Act" means the Employment Relations Act 2000.

"Agent" means an employee employed by Probe as a contact centre operator in its contact centre business.

"Team Leader" means an employee employed by Probe to manage a group of contact centre agents in its contact centre business.

"Employee" or "employees" unless the context otherwise requires, means an employee or employees of Probe who is/are members of the Union and whom this Agreement applies.

Reference in this Agreement to any statute shall mean, extend to and include all statutes in addition, amendment or substitution thereto, and also to all forms of subordinate legislation under any of them.

6. Application

6.1. This agreement shall apply to and bind the parties and all Probe employees who are or become members of the Union and whose work falls within the definition contained in the coverage clause in this Agreement.

All employees to whom this Agreement applies will have a letter of appointment specifying their wage rate, hours of work, job description, notice period and any other specific individual terms of employment.

7. Coverage

7.1. This Agreement covers the work performed by employees who are employed by Probe as agents or team leaders (as defined in interpretation clause 5).

8. Objectives

This Agreement aims to support an efficient and effective workplace committed to working towards the

following objectives:

- (a) provide for a sustainable, competitive and profitable business;
- (b) create a co-operative, flexible, fair and productive work environment that enables us to meet the current and changing needs of our customers;
- (c) enable us to attract and retain high quality and motivated staff;
- (d) ensure our workplace supports a culture of performance, innovation and continuous improvement which provides for reward and recognition of high performing Employees; and
- (e) establish an environment that fosters development opportunities and career paths that align with organisational and client needs.

In addition, this Agreement supports Probe's values of innovation, accountability, client focus and team work.

9. New employees

- 9.1. Where a new employee is employed by Probe and their work is covered by the coverage clause of this Agreement, Probe shall comply with the provisions of section 62 of the Act and in so doing shall inform the employee:
- (a) That this Agreement exists and covers work to be done by the employee;
 - (b) That the employee may join the Union;
 - (c) About how to contact the Union; and
 - (d) That if the employee joins the Union the employee will be bound by this Agreement.
- 9.2. Probe shall give the employee a copy of the Agreement and, if the employee agrees, shall inform the Union as soon as practicable that the employee has been employed by Probe.
- 9.3. All new positions will be advertised internally among Probe employees, with appointments being made on the basis of skill set and experience. Additional hours shall be wherever practicable offered first to Probe employees, also on the basis of skill set and experience.
- 9.4. All new employees are subject to the trial period provisions relating to an initial training period and a further probationary period.

10. Hours of Work and Nature of Employment

- 10.1. Hours of work for employees shall be as described in their letter of appointment.
- 10.2. Casual employees are those specified to be employed on a casual basis as recorded in their letter of Appointment and will be engaged only for the particular hours and on the particular days for which their services are required. Each period of work will be an individual engagement on the terms of this agreement. Casual employees may have their employment terminated on one hour's notice.
- 10.3. Subject to operational requirements of Probe, for employees whose hours are determined by roster, Probe will endeavour using Probe best practice to roster the employee with consistent start and finish times over the fortnightly roster period. Rosters will be available at least 14 days in advance of a shift commencing. If there is a need to change the roster, Probe will first consult with the employee and attempt to address the employee's needs (for example, family commitments). However changes to the roster may be made with less than 7 days' notice by mutual agreement or where a change is caused by the needs of Probe's client or in an emergency

situation.

- 10.4. **Fixed Term Employees:** If employees are engaged for a fixed term then their employment will expire at the end of that fixed term (which may be on the close of a specified date or period, or the occurrence of a particular event, or the conclusion of a specified project) unless terminated beforehand on the giving of one week's notice by either party to the other, or in the event of the position being made redundant. Fixed term employees will be advised in their letter of appointment the reasons for the fixed term and how and when the employment will end.
- 10.5. Where Probe seeks a change (which may include a reduction) to contracted hours of work, the parties shall consult and every endeavour shall be made to enable a mutually agreeable redeployment. Where agreement cannot be reached and operational requirements/client requirements and/or economic conditions require the change, Probe will be entitled to change the employee's contracted hours on seven days' notice.
- 10.6. Employees shall be entitled to take rest and meal breaks as follows:
- (a) If an employee's work period is 2 to 4 hours, one 15 minute paid rest break;
 - (b) If the work period is between 4 and 6 hours, one 15 minute paid rest break and one unpaid 30 minute meal break;
 - (c) If the work period is between 6 and 8 hours, two 15 minute paid rest breaks and one unpaid 30 minute meal break;
 - (d) If more than an 8 hour work period is worked, the requirements automatically extend to cover the additional hours on the same basis as above.
- 10.7. Subject to the operational requirements of Probe, timing of rest and meal breaks shall be as rostered by Probe. Employees' rest and meal breaks will be available to them before their shift commences. If there is a need to change rostered rest or meal breaks, Probe will first consult with the employee and attempt to address the employee's needs (for example, family commitments). However changes to the rostered breaks may need to occur on the day by mutual agreement or where a change is caused by the needs of Probe's client or in an emergency situation.
- 10.8. Probe shall provide refreshments for rest breaks, namely tea, coffee, Milo, milk and sugar.
- 10.9. Subject to the operational requirements of Probe and its clients, Probe will endeavour to roster employees over a maximum 5 days per week with days off to be rostered consecutively where to do so will enable Probe to continue to meet the requirements of the business.
- 10.10. Where an Employee is temporarily appointed by Probe to perform the work of an employee in a role that is higher than his or her appointed role for a continuous period of one ordinary rostered day or shift or more, that Employee will be paid the appropriate rate in the higher role for the period worked (base plus OTE). This clause is not intended to apply to additional tasks which an employee is offered the opportunity to perform whilst performing their usual role which are designed to advance the employee's capabilities and skills and do not necessitate the employee exclusively performing the higher role.

11. Availability

- 11.1. Probe respects its Employees' need to strike a healthy balance between personal and family responsibilities, and their careers. Our approach to promoting work/life balance is to ensure, where practicable, that each Employee is aware of the hours of operation for their particular campaign prior to commencement of their employment. Hours of operation for each campaign may vary and are subject to the requirements of Probe's individual clients.
- 11.2. Employees will be required to provide Probe with the hours and days in which they will be available to work ("Availability") prior to commencement of their employment with Probe. An Employee may be rostered to work any hours within their nominated Availability.
- 11.3. An Employee may request to change their Availability at any time and any adjustment to Availability will be subject to approval by Probe and the business and operational needs of Probe and its clients.

11.4. An Employee may work hours outside their nominated Availability on a short term basis by agreement with Probe.

12. Shift Swaps

In order to promote flexibility an Employee, at their discretion, may elect to swap their rostered shift with another Employee on their campaign with the prior approval from their manager.

13. Flexible Work Arrangements

13.1. Probe recognises that sometimes employees need the flexibility to balance their work with their commitments outside of work such as family, carer or lifestyle commitments.

13.2. Probe may agree with an employee on an individual basis to flexible working arrangements.

13.3. An employee may make a request to vary his or her working arrangements at any time. A request must be made in writing.

13.4. Any request made under this clause must include:

- (a) the employee's name;
- (b) date of the request;
- (c) that the request is made in accordance with Part 6AA of the Act;
- (d) specify the variation of working arrangements the employee is requesting;
- (e) whether the variation is permanent or for a period of time;
- (f) the proposed date the variation would take effect and, if the variation is for a period of time, the date on which the variation is to end;
- (g) explain in the employee's view, what changes, if any, the employer may need to make to the Employer's arrangements if the employee's request is approved.

13.5. The Employer will deal with a request as soon as possible but not later than 1 month after receiving it, and the Employer will notify the employee in writing whether the request has been approved or refused. If the Employer refuses to grant the request the Employer will:

- (a) state that the request is refused because of a ground specified in section 69AAF(2) or (3); and
- (b) state the ground for refusing the request; and
- (c) explain the reasons for that ground.

14. Lateness and Tardiness

14.1. If an employee knows they are going to arrive late, they should inform their nominated manager e.g. Team Leader/Contact Centre Manager in advance by telephone 30 minutes prior to the shift commencing. Probe feels strongly about punctuality such that the unsatisfactory resolution of repeating tardiness is a cause for dismissal. If an employee will be absent from the premises for any period during regular work times other than for lunch or company business, they must obtain consent from their team leader. If an employee will be attending morning or evening meetings either on Probe premises or at other locations which begin before or extend past Probe's business hours, the employee must inform their team leader on the preceding business day.

15. Pay

- 15.1. Union members will not be paid less than \$16.70 an hour. Wage rates will be recorded in an employee's individual letters of appointment.
- 15.2. Where Probe is able to negotiate a rate increase in its commercial agreements with its clients Probe will, where it considers possible, pass this rate increase to the relevant employees.

16. Commissions

- 16.1. Probe is committed to service excellence and supports a workplace culture that provides for due reward and recognition of employees. We recognise that our people are crucial to delivering successful service outcomes to our valued clients. Employees may be eligible to participate in Probe's commission payment scheme as varied at Probe's discretion from time to time to reward Employees for achieving nominated service delivery outcomes. Such payments will be dependent on achievement of individual, team and contact centre performance measures and will be payable at Probe's discretion. In the event that a payment is made in accordance with this clause, there is no expectation that any further payments will be made to the employee in accordance with this clause.
- 16.2. Where an Employee is eligible to be paid a commission payment, Probe will provide the Employee with notification of the KPIs relevant to the commission incentive scheme.
- 16.3. If there is a need to change KPIs or the commission scheme, where practicable, Probe will first discuss the change with affected Employees with a view to explaining the nature and reason for the change at least 14 days prior to the commencement of the proposed change. The parties acknowledge that changes to KPIs or the commission scheme will be required from time to time in order to reflect the commercial arrangements with Probe's clients and the needs of Probe's operations, including, for example, contracted service levels. Any changes to KPIs or the commission scheme will be at Probe's discretion. Changes to KPIs or commissions may be made with less than 14 days' notice by mutual agreement or where a change is caused by the needs of Probe's client. Where practicable, Probe will use reasonable endeavours to negotiate reasonable timeframes for the implementation of new KPIs or commissions with individual clients. Whenever Probe changes KPIs or commissions Probe will inform the employees affected of the change before the change is made.
- 16.4. In order to promote productivity and assist Probe in providing a high standard of service delivery to its valued clients Probe and the Union shall meet within 12 months of the commencement of this Agreement to review existing commissions with a view to promoting operational excellence.
- 16.5. Without disclosing any Employee's individual information, such review shall consist of but not be limited to:
- (a) What percentage of Employees, by campaign, received commission payments in the previous 12 months;
 - (b) the average commission payments paid to Employees by campaign and what percentage of the on-target amount this represents;
 - (c) without revealing the identity of any individual concerned, the largest and smallest payments within each campaign; and
 - (d) any other matters the parties mutually agree will be relevant and useful for the purposes of the review.
- 16.6. The Union acknowledges that details regarding commissions and KPIs are commercially sensitive and will vary according to each individual campaign. The Union will not disclose any information pertaining to the commission review to any Employee who is not employed to work on that individual campaign or to any persons, companies or organisations outside Probe. Probe, the Union and Employee representatives (nominated by the Union and/or Probe) will meet to discuss:
- (a) the barriers, and their relative importance, for Employees in reaching their KPIs and commission payments;
 - (b) whether any such barriers may not be objectively linked to relative performance or merit; and
 - (c) proposals from Employees about how to improve the structure of commissions in consideration of the

overall campaign objectives and need to incentivise the achievement of such objectives in a fair and reasonable manner.

16.7. In the event an employee consistently fails to achieve their KPIs, where Probe considers it appropriate taking into account the objectives in clause 8, Probe will use reasonable endeavours to ensure a nominated manager e.g. Team Leader/Contact Centre Manager or his or her nominee meets with the employee to have a discussion regarding performance feedback and coaching and development opportunities which may be available to assist the employee in improving his or her performance. Probe aims to ensure that employees have sufficient information and training available to support them in achieving KPIs and the requirements of their role.

16.8. Probe aims to set KPIs so that they are reasonably achievable for employees for the duration of the Agreement.

17. Performance and Productivity Improvement Bonus

17.1. The parties are committed to providing a high standard of quality services to Probe's clients. In recognition of this commitment and the contribution of its employees to service excellence Probe agrees to recognise and rewards employees with a Productivity/Performance Improvement bonus.

17.2. Subject to clause 17.3 a \$100 Productivity/Performance Improvement bonus will be paid within 14 days of the twelve month anniversary of the ratification of this Agreement subject to the employee achieving their on target earning scorecard requirements for eight out of the last twelve fortnightly pay cycles.

17.3. In order to be eligible employees must:

- (a) be employed by Probe at the payment milestone date;
- (b) have been a Union member since February 2018 and remain a current member of the Union at the relevant payment milestone date; and
- (c) meet the eligibility requirements set out in clause 17.2.

17.4. Employees who become Union members post 1 February 2018 are not eligible to be paid the Productivity/Performance Improvement bonus.

The parties agree that so as to ensure Unite members who are employed on the Inland Revenue Project benefit from this term, the \$100 Productivity/Performance Improvement bonus will be paid in August 2018 to Unite members employed on the Probe Inland Revenue Project subject to the employee meeting the eligibility requirements set out in clause 17.3 above.

18. Savings

18.1. This Agreement shall operate so as to not reduce the gross weekly wages or conditions applying to any earnings of any Union member covered by this Agreement prior to 1 September 2010.

19. Role of Union

19.1. The parties agree that unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. All employees have a right to choose to join the Union. The parties agree to work cooperatively and act in good faith in accordance with their respective obligations under the Act.

19.2. Subject to prior approval, Probe will provide reasonable access to facilities to enable recognised delegates to communicate with the Union office and members. Probe shall also allow reasonable time for delegates to carry out their duties on behalf of their fellow Union members. If Probe feels a delegate's union activities are unduly impacting upon the delegate's ability to fulfil his or her obligations as an employee, consistent with their mutual

duty of good faith, the union and Probe shall seek to resolve the matter in accordance with the objectives of this Agreement.

19.3. Probe shall provide the Union with a form of communication to enable electronic communication with employees as reasonably determined by Probe. A copy of this Agreement will be available in electronic form for employees to access.

19.4. At the request of a Union member, a Union representative may accompany that member during a disciplinary process.

19.5. Union staff are entitled to access Probe's premises in accordance with the Act. Probe will agree to provide Union representatives with a space in which to meet with staff and Probe will notify all employees ahead of visits to enable them to have the opportunity to meet union staff. In order to facilitate visibility union representatives may opt to use a glass fronted room or a desk at the edge of the contact centre provided such room or desk is nominated or approved by Probe. Probe managers may also at their discretion arrange an introduction of the Union representative to staff members whilst at their workstations.

20. New Employee Starter Pack

20.1. Probe shall ensure that a Union flyer/membership form is included in each new Employee starter pack. The flyer/membership form must be pre-approved by Probe and shall be consistent with the parties' objective of creating constructive and productive workplace relations. The flyer shall include

- (a) a positive welcome message;
- (b) that this Agreement exists and covers work to be done by the Employee;
- (c) The role of the Union;
- (d) That the Employee may join the Union; and
- (e) The process for returning completed membership forms if they so wish.

20.2. Probe will forward completed Union membership forms to the nominated Union representative consistent with current practice.

21. Membership Dues

21.1. Probe shall each pay period deduct membership dues from the wages of members of the Union who are bound by this Agreement.

21.2. Probe shall remit all deducted fees to the Union office fortnightly upon confirmation from payroll. Such remittance shall be made as a single bulk direct credit to the Union's bank account with an identifying reference.

21.3. Probe shall also forward to the Union office a schedule detailing the name of the workers who are Union members and value of their deduction.

21.4. The Union shall provide Probe with each member's written authorisation for this deduction. Probe shall not cease deducting membership dues from a Union member whilst employed unless authorised in writing by the Union office on the resignation of that member. When a worker gives notice to Probe directly Probe will forward this to the Union. If the Union does not reply in 14 days Probe may action this request.

22. Union Meetings

22.1. Probe will allow Union members to attend Union meetings in accordance with the Act.

22.2. The Union must advise Probe of the duration of the meeting, and subsequently confirm in writing the names of members who attend.

22.3. The Union must give Probe at least 14 days' notice of the date and time of any Union meeting/conference.

22.4. The Union must make such arrangements with Probe as may be necessary to ensure that Probe's business is maintained during any meeting. Including, where appropriate, an arrangement for sufficient Union members to remain available during the meeting to enable Probe's operations to continue.

22.5. In addition to these meetings two delegates may attend a one-day annual union conference on full pay. Probe will not be liable for transport to the conference.

23. Employment Relations Education Leave

23.1. The Union is entitled to allocate employment relations education leave to eligible workers in accordance with the Act.

23.2. For the purposes of calculating the number of full-time equivalent eligible workers employed by Probe:

- (a) An eligible worker who normally works 30 hours or more during a week is to be counted as 1;
- (b) An eligible worker who normally works less than 30 hours during a week is to be counted as one half.

24. Renegotiation of this Agreement

24.1. Either party may initiate bargaining for an agreement to replace this Agreement in accordance with the Act.

25. Employee Obligations

25.1. Employee' positions are as described in each employee's letter of appointment. Employees are required to discharge all duties usually associated with that position plus other duties from time to time as agreed or which are reasonably required by Probe.

25.2. Probe reserves the right from time to time to vary employees' positions and duties and will consult with affected employees and the Union before making any changes to the terms and conditions of employment.

25.3. Employees are required:

- (a) Serve Probe faithfully and diligently, exercising all due care;
- (b) Act at all times in Probe's best interests;
- (c) Use his or her best endeavours to protect and promote Probe's reputation;
- (d) Not engage in conduct that has the ability to adversely affect the reputation of Probe or its clients;
- (e) Use his or her best abilities and knowledge to perform the duties assigned from time to time;
- (f) At all times display a thorough and professional manner, upholding Probe's goodwill and customer relationships;
- (g) Display the highest professional standards of service delivery towards Probe and its clients; and
- (h) Comply with all lawful and reasonable requests and instructions from Probe, its Directors, senior executives and the manager to whom each employee reports.

25.4. Employees are expected to meet Probe's reasonable performance expectations, including those established in performance reviews which may be conducted from time to time.

25.5. During work hours employees are required to devote the whole of their time and attention to the requirements of Probe (to the exclusion of other activities). Employees shall not engage in any activity (including other employment) which affects their ability to carry out their responsibilities or which places them in competition with Probe or which benefits others in competition with Probe.

25.6. In the performance of their duties employees must comply with all relevant laws including the following:

- Consumer Guarantees Act 1993
- Fair Trading Act 1986
- Human Rights Act 1993
- Privacy Act 1993
- Smoke-Free Environments Act 1990
- Health and Safety at Work Act 2015
- Door to Door Sales Act 1967

26. Confidentiality and Non-Disclosure

26.1. As part of normal duties, employees will obtain or have access to confidential information concerning customers', clients' and Probe's or Probe's affairs. Except for purposes directly related to their position Probe employees must not use or disclose this information nor abuse the trust placed on them as employees of Probe. Unauthorised use or disclosure of confidential information to third parties will be considered serious misconduct, which may warrant summary dismissal.

26.2. Employees must not disclose or discuss confidential information with any person who is not a director or senior executive of Probe unless that person is another employee of Probe properly involved in this matter.

26.3. Employees must follow any procedures or directions stipulated by Probe's Privacy Officer, relating to the collection, storage, security, access to, correction or use and disclosure of personal information.

26.4. Employees acknowledge that by accepting a position with Probe and these conditions, if Probe or any client or customer suffers any loss or damage, the employee(s) concerned may be required to fully indemnify the party suffering the loss or damage where it arises as a result of the employee(s) being in breach of their duty to keep information confidential or otherwise in breach of this Agreement or duties as an employee, and employees authorise Probe to deduct any such amount from wages, salary or any other remuneration.

27. Media Statements and Outside Articles

27.1. Employees must not:

- (a) Make any statements to media representatives relating to Probe or its business or its clients; or
- (b) Arrange or allow the outside publication of any material in the name of (or referring to the name of) Probe or its business or its clients or their business, without the express prior approval of the Operations Manager or a Senior Manager of Probe.

28. Probe's Property

28.1. Employees must not remove or allow, assist or acquiesce in any other person to remove any Equipment or property or records from Probe's premises by any means (including electronically) except in the normal course of duties. Employees must not retain copies of any of Probe's information (including electronically recorded information) except with the express prior written consent of Probe. Upon termination of employment (and sooner if required) employees must deliver all of Probe's property or information which is in or which previously passed into the employee's possession or control. If any such property is not delivered, or delivered in a damaged condition, the employee expressly authorises Probe to deduct the cost of replacement or repair of such property from payments of wages, salary or any other remuneration.

29. Copyright and Intellectual Property Rights

29.1. In this Employment Agreement the expression "Intellectual Property" includes all copyright, designs, design rights, patents, rights in databases, technology, source code, software, confidential information, trade secrets, know how, techniques, brand names, trademarks, trade practices, inventions, developments, improvements or concepts or other intellectual property whether existing at the commencement of this agreement, subsequently

acquired by Probe, or gained through or attaching to any work carried out by employees as part of our in connection with their duties and responsibilities under this Agreement, and whether at Probe's premises or on other premises, and whether using Probe's equipment or other equipment.

29.2. All Intellectual Property shall be and remain the sole and exclusive property of Probe (or its members or customers or other third parties if so agreed by Probe.) Employees' remuneration includes compensation for all intellectual property created.

29.3. Employees will not make any claims in respect of such matters relating to Probe Intellectual Property and shall execute any acknowledgements, waivers, intellectual property agreements, confidentiality agreements or other documents which Probe may reasonably require to such matters if called upon.

30. Probe Ltd Companies

30.1. References in the clauses relating to confidentiality, copyright, intellectual property rights, company records, property, goodwill and non-competition to Probe shall also mean and extend to all related companies of Probe. In this clause the term "related company" shall have the meaning set out in clause 2(3) of the Companies Act 1993.

31. Initial Training and Probationary Period

31.1. Probe has adopted a policy of employing staff on a probationary basis only until successful completion of both:

- (a) An initial training period, and
- (b) A further probationary period of 3 months

31.2. Initial Training Period

It is a condition of commencing employment with Probe that employees successfully complete such initial period of training as Probe may reasonably require. Employees will be required to complete such initial training in a timely manner and to the standard of competence set by Probe from time to time in its absolute discretion. Probe reserves the right to terminate the employment at any time during the initial training period, or at, or promptly following the end of the initial training period. During the initial training period performance will be reviewed and progress will be assessed. Probe will at all times comply with the provisions of the Act in relation to the initial training period.

31.3. Further Probationary Period

Commencing on the successful completion of the initial training period employees will be employed on a probationary basis for a period of three months. Unless Probe is satisfied in all respects with performance it reserves the right to terminate employment at any time during the probationary period, or promptly following the end of the probationary period (or any agreed extension of the probationary period). During the probationary period employee's performance will be reviewed and progress will be assessed. Probe will at all times comply with the provisions of the Act in relation to the probationary period.

32. Professional Development/Career Progression

32.1. Probe recognises that the contributions of highly skilled, productive and dedicated Employees are critical to the success of our business and to achieving the standards of service excellence to which Probe is committed. Probe aims to provide an ongoing range of career development initiatives to advance the capabilities and skills of Employees including coaching, performance reviews, learning and development and career development.

33. Coaching

33.1. Coaching is an important part of Probe's career development framework and aims to assist Employees to be

their best and ensure that Employees have appropriate attitudinal qualities, skills and knowledge. Coaching provides an invaluable opportunity for personal development and Employees are required to co-operate in such coaching. Probe will primarily engage in coaching to build the skills, knowledge and capability of Employees.

34. Performance review appraisal

34.1. Employees will participate in performance reviews from time to time. Probe's performance review framework encourages a high performance culture by:

- (a) Aligning organisational and client objectives with individual performance;
- (b) Encouraging effective communication between Employees and their manager and providing a formal forum for discussion of performance;
- (c) Facilitating the review of performance against agreed objectives, job descriptions, behaviours and company values;
- (d) Identifying development needs and providing a forum to agree development objectives; and
- (e) Encouraging continuous improvement.

34.2. During these reviews Probe will provide Employees with feedback on their performance. As the review provides an opportunity for two way feedback, Employees are encouraged to raise with their manager any issues which may impact the successful achievement of the agreed performance objectives.

34.3. An Employee's performance is also monitored and Employees are invited to complete regular One on One and appraisal briefings with their Team Leader or manager.

34.4. Employees are encouraged to provide feedback on their Team Leader or manager's performance as a contribution to their Team Leader or manager's development. Employees are encouraged to call a One on One with their Team Leader or manager at any time.

34.5. Performance review results are maintained confidentially in each Employee's file following discussion with the Employee.

35. Learning and development

35.1. Probe and Employees acknowledge the value of training in relation to an employee's professional development. Probe will identify training needs and provide necessary training where appropriate.

35.2. Contact Employees will have access to various learning and development opportunities through Probe's structured learning program available to all staff.

35.3. Probe aims to provide the opportunity for all employees to take part in on-line and face to face learning to build current skills and knowledge with a view to reach competency standards required for the Employee's current role or/and as an opportunity to access learning as part of a structured development plan for career development and future opportunities.

36. Training Standards

36.1. If at any time after the commencement of this Agreement employees are involved in training as part of their employment with Probe they will use their best endeavours to successfully complete the training course in a competent and timely manner and at the least cost to Probe. Employees should be aware that, from time to time, training courses may be held out of Auckland and outside regular work hours.

37. Special rewards and recognition

37.1. From time to time Probe will reward Employees for their achievements or performance. These rewards and

recognitions may be:

- (a) formally as part of a program of various awards; or
- (b) informally in response to specific circumstances or for achieving general or specific short-term performance targets.

37.2. Awards and rewards may take various forms including certificates, reward in the form of goods and services, and vouchers. In each case provision of the rewards and the criteria and conditions related to the reward are negotiated with the project client for which the Employee works. The awards and rewards defined in this section:

- (a) are subject to change or cancellation in accordance with the wishes of each Probe client; and
- (b) may be allocated solely by the project client under circumstances in which Probe has no influence.

38. Career Development

38.1. Probe encourages Employees to speak with their manager or People Business Partner to discuss and explore available career opportunities and career paths within the Probe Group.

38.2. Probe endeavours to promote the most appropriate Employees to management positions as they become available.

38.3. The Probe People Team sets out to ensure that there is a formal notification process of positions open to Employees, and that where appropriate most of these positions are prominently displayed and circulated, including posting such opportunities to the Probe intranet.

38.4. At Probe we pride ourselves on our willingness to provide talented and appropriately qualified people with employment and promotion opportunities irrespective of gender or other attributes.

39. Management processes

39.1. Every Employee will be supported by a management structure. The structure enables the following:

- (a) feedback and input from each Employee;
- (b) training and education;
- (c) goal setting;
- (d) team meetings;
- (e) One on Ones ;
- (f) performance review and management, analysis and feedback; and
- (g) a forum for Employees to discuss opportunities for career planning and progression.

39.2. Because Probe fosters a culture of continuous improvement, all Employees are required to revise work practices when more suitable processes are identified and implemented.

39.3. All Employees are encouraged to recommend changes to work practices which result in benefits to Probe clients, their customers, Employees or other Probe Employees.

40. Standard of Dress

40.1. Employees are required to dress neatly and tidily in a manner consistent with Probe's Dress Code Policy and to maintain a standard of dress in keeping with the standards required by Probe and by its clients and may be required to wear the uniform of one of Probe's clients whose work the employee(s) are performing.

41. Personal Behaviour

41.1. Without limiting the effect of clause 25.3 employees must conduct themselves at all times (and in particular in dealing with clients and their staff and clients, and with outer employees and members of Probe) in a manner which will enhance Probe's business image and that of its clients.

42. Salary and Wages

42.1. Payment of Salary (and other financial payments) shall be by way of direct bank transfer to the credit of the bank account nominated by each employee. (Employees may change their banking arrangements on giving at least two weeks' prior notice to Probe) at fortnightly intervals and in exceptional circumstances as required by Probe, such as Christmas shut down, weekly intervals after consultation with employees.

42.2. Probe is hereby expressly authorised to deduct from any payment of salary, wages or other payment due to an employee, any amount owed by that employee to Probe or owed by the employee to any of Probe's customers, or for which Probe becomes liable because of the employee's actions or by law.

42.3. Probe will provide an employee with access to a record of the employee's fortnightly earnings and annual leave balances. An employee may request information regarding other leave balances from their manager.

43. Reviews

43.1. Annual wage or salary increases are not automatic and are at the absolute discretion of Probe. Salary and wages may be reviewed more frequently at Probe's discretion.

43.2. Employee's performance will be reviewed in accordance with Probe's Policies and Procedures.

44. Employment Related Expenses

44.1. Out of pocket expenditure will only be reimbursed by Probe if properly incurred on Probe's behalf by an employee in the course of their duties for Probe, and either with the express prior written consent of Probe, or alternatively in strict accordance with general expenditure guidelines current and applicable at the relevant time, and are not contrary to any express or clearly inferable direction given by Probe. Employees are required to obtain and produce GST invoices and receipts for payments claimed before being entitled to any payment. Reimbursement is not available for traffic and parking violations however incurred.

45. Annual Leave

45.1. At the end of each year of employment and in accordance with the Holidays Act 2003 employees are entitled to four weeks annual leave.

45.2. Probe will accrue Annual Leave from the commencement of employment of each employee. Subject to the other requirements of this clause, employees will be permitted to take annual leave in advance for that part of their entitlement which has accrued.

45.3. Annual Leave shall be taken by mutual agreement, or if agreement cannot be reached, at a time determined by Probe on two weeks' notice.

45.4. Probe may determine that a major proportion of annual leave shall be taken around the Christmas/New Year period. Probe may also closedown all or part of its operations regularly once a year and require employees to take leave during the period of the closedown even where this requires the employee to take leave for which they are not fully reimbursed. Probe will provide employees with two weeks' notice of any closedown.

45.5. Employees are required to give Probe reasonable notice of their intention to take annual leave.

45.6. Employees will normally be expected to take annual leave in the year in which it falls due.

45.7. Payment for annual holidays shall be in accordance with the Holidays Act 2003.

45.8. "Employees can obtain further information about entitlements under the Holidays Act 2003 from:

- (a) Probe People Team
- (b) Unite Union; or
- (c) The Ministry of Business, Innovation and Employment's Employment Relations Info line, on 0800 800 863 or their website, www.mbie.govt.nz

46. Public Holidays

46.1. Public holidays will be granted in accordance with the Holidays Act 2003.

46.2. Public holidays as at the date of this Agreement are:

- 25 December
 - 26 December
 - 1 January
 - 2 January
 - Auckland Anniversary Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Queen's Birthday
 - Labour Day
- (a) Public holidays over the Christmas and New Year period will be observed in accordance with the Holidays Act 2003.
 - (b) If Waitangi Day and/or ANZAC Day falls on a Saturday or Sunday and that day would otherwise be a working day for an employee, the public holiday must be treated as falling on that day.
 - (c) If Waitangi Day/and or ANZAC Day falls on a Saturday or Sunday and that day would not otherwise be a working day for an employee, the public holiday must be treated as falling on the following Monday.

46.3. Employees may be required to work on public holidays. Where an employee is required to work on any public holiday they will be entitled to time and a half for hours worked on that day. If the day would ordinarily be a working day for the employee, they will also be entitled to an alternative paid holiday.

46.4. Where an employee's normal rostered hours fall on a public holiday and Probe does not require the employee to work the public holiday the employee will be paid at his or her ordinary hourly rate of pay for the hours he or she would normally work but for the public holiday.

46.5. Where a contact centre now calls or in future commences making calls to Australia, the observance of public holidays for employees in that contact centre may at Sales force's direction (acting reasonably) from the time such calls commence, be transferred to Australian public holidays.

46.6. Any public holiday transfer will not reduce the total number of paid public holidays that employees are otherwise entitled to in any one year.

47. Sick Leave

47.1. After six months continuous service employees are entitled, in accordance with the Holidays Act 2003, to five days sick leave in each subsequent 12 month period. This may be taken at any time for reasons of the employee's

sickness, or that of the employee's spouse or de facto or any dependent child or parent.

47.2. Employees must contact the Team Leader or Contact Centre Manager to whom they report or the local People Team representative or Operations Manager on the first day of absence, if possible 30 minutes before the start of their shift.

47.3. In the event that sick leave is taken for a period of five or more consecutive calendar days the employee shall, if reasonably required to do so, provide to Probe a satisfactory medical certificate regarding the employee's illness at the employee's cost.

47.4. Accumulation of sick leave entitlements is uncapped. For the avoidance of doubt, unused sick leave will not be payable on termination of employment.

48. Special Leave

48.1. After twelve months continuous service and being a Unite member at Probe employees are entitled to one day's special leave per annum.

48.2. After twenty-four months continuous service and being a Unite member at Probe employees are entitled to a further one day's special leave per annum.

48.3. The entitlement to special leave will be prorated for part time and casual employees.

48.4. Special leave is to be applied for in advance in the same way as Annual Leave.

48.5. Employees will normally be expected to take special leave in the year in which it falls due however if untaken, special leave will accrue.

48.6. Untaken special leave will not be payable on termination of employment.

48.7. Special leave does not apply automatically and an employee is required to maintain Unite membership for the minimum period specified in clauses 48.1 and 48.2 in order to be eligible for special leave under this Agreement.

49. Bereavement Leave

49.1. In accordance with the Holidays Act 2003, employees are entitled to Bereavement Leave:

- (i) After the employee has completed six months current continuous employment with the employer; or
- (ii) Where the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period; and no less than one hour in every week during that period or no less than 40 hours in every month.
- (iii) Employees are entitled to three days' bereavement leave on the death of the employee's spouse or partner, parent, child, brother or sister, grandparent, grandchild, spouse's or partner's parent.
- (iv) Employees are entitled to one day's bereavement leave on the death of any other person if the employer accepts, having regard to relevant factors (set out below) that the employee has suffered a bereavement as a result of the death.
- (v) Relevant factors to be taken into consideration in relation to (iv) include:
 - (a) The closeness of the association between the employee and the deceased person;
 - (b) Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
 - (c) Any cultural responsibilities of the employee in relation to the death.

50. Emergency Leave

50.1. An Employee experiencing a genuine unexpected emergency involving an individual dependent on the Employee may raise the issue with their immediate supervisor to discuss available leave options. Where Probe has been advised of a genuine unexpected emergency it will take the Employee's personal situation into account when considering any leave application the Employee may make.

51. Parental Leave

51.1. Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987.

52. Jury Service Leave

52.1. In the event of being called for jury service, and empanelled to serve on a jury, then employees will be entitled to time off for the period empanelled. They must return to work immediately on any day not actually serving on a jury. Probe shall pay the employees the difference between their rostered daily pay and any jurors fee received by them for days which would otherwise have been working days for such time as they undertake jury service.

53. Family Violence

53.1. Probe recognises that domestic violence is a serious issue that has the ability to affect the health, wellbeing and work performance of people experiencing such violence. Probe is committed to providing support to staff that experience family violence as outlined in this clause.

53.2. Probe encourages a work environment where those needing support feel safe to disclose their experience. An Employee experiencing family violence may raise the issue with their immediate supervisor, their People Business Partner or with the trained counsellors engaged as part of Probe's EAP.

53.3. The EAP is a voluntary, confidential and complimentary service which provides access to counsellors who can assist in managing any concerns regarding family violence. EAP counselling may benefit Employees experiencing family violence in offering non-judgmental, independent, and confidential support as well as referrals to additional support services. EAP counselling also offers a safe place to debrief or gain support for life after domestic abuse which might include assistance in planning for the future, goal setting, or beginning again.

53.4. All personal information concerning family violence disclosed by an Employee to Probe will be kept strictly confidential.

53.5. Where an Employee experiencing family violence is unable to attend work Probe encourages the Employee to speak with their manager to discuss available leave options or changes to their roster.

53.6. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.

53.7. Where Probe has been advised, it will take an Employee's family violence situation into account when considering any leave application or requested roster change the Employee may make.

54. Car Parking

54.1. Employees who travel to work by car and are required to park in side streets near Probe's offices will be entitled to have an additional 5 minutes added to one rest break during the winter months where such rest break is scheduled after 5.30pm for the sole purpose of enabling the employee to move their car closer to Probe's offices to complete their rostered hours of work. This entitlement will not apply to employees who do not drive to work and do not need to move their car during their scheduled rest break.

55. Health, Wellness and Employee Amenities

55.1. Probe recognise that our people are our biggest asset and values the health, safety and general wellbeing of our Employees. We will continue to support a safe, healthy and functional workplace environment for all Employees.

55.2. Probe aims to provide the following employee amenities, conditions and benefits. Some Probe facilities may be off-site and some may be operated by client operated sites. The level of Employee amenities, conditions and benefits may therefore vary between locations.

56. Work space

56.1. Probe endeavours to ensure that Employees will be accommodated in buildings which offer a physical environment which satisfies relevant requirements in the Health and Safety at Work Act 2015 and, to the best of our knowledge, satisfies what we understand to be the spirit of such legislative requirements so far as is reasonably practicable.

56.2. Our intention is that every Employee will:

- (a) work in a safe and healthy environment;
- (b) have as-convenient-as-possible access to facilities which enable Employees to fulfil their professional obligations;
- (c) work in interior spaces which are designed to enable efficient work flows;
- (d) be provided with technological resources appropriate for the job to be done; and
- (e) be secure during working hours within the confines of a Probe building.

57. Health and Safety

57.1. Employees will take all proper precautions to ensure the health and safety of themselves, all other officers, employees and staff, and of the public, including complying with (and seeing to the compliance by others under their express or actual or effective management and control) in accordance with all applicable legal and common sense requirements and including under the Health and Safety at Work Act 2015.

57.2. Appropriate forms of safety clothing must be worn and all appropriate safety equipment used in all circumstances where it is desirable or employees are required to do so. Employees must not engage in any form of activity or use or deal in any way with any materials or equipment without ascertaining beforehand the appropriate form of safety equipment and clothing and the manner of use, and must comply with all relevant guidelines and requirements.

57.3. Employees must comply at all times with applicable Probe Policies regarding the reporting of workplace hazards, accidents and use of equipment including VDU screens.

57.4. Probe will invite one nominated Union delegate to each monthly Health and Safety Committee meeting. The Union will nominate the delegate and advise Probe in writing of the employee nominated to participate in the committee meetings.

58. Wellness Program

58.1. Probe provides information and services to Employees to encourage a healthy lifestyle and encourage Employees to achieve their full potential.

58.2. Probe's wellness program is a health promotion program designed to promote and support healthy behaviours for Employees while at work. The health and wellness initiatives may take numerous forms and address a variety of topics, for example:

- (a) activities, such as, mental health week;
- (b) quit smoking campaigns; and

(c) other wellness programs.

59. Employee Assistance Program

59.1. Probe's Employee Assistance Program ("EAP") is an independent service funded by Probe which is designed to support Employees to achieve their full potential. The EAP support service provides Employees with free and confidential access to independent professional and experienced counsellors and can assist when personal, family or work related concerns are impacting on the health or wellbeing of an Employee.

60. Resignation and Termination

60.1. The period of notice required by Probe or an employee shall be shown in the employee's letter of engagement.

60.2. Probe may dismiss an employee summarily and without prior notice (or payment in lieu of notice) for serious, gross or wilful misconduct.

60.3. On resignation, dismissal or other termination however arising Probe may at its absolute discretion pay salary in lieu of notice for some or all of any notice period. Probe may also at its absolute discretion require the employee to work from home without engaging in any other employment for some or all of the notice period. Probe may seek injunctive relief to enforce its rights under this clause.

60.4. If an employee leaves Probe's service without notice (or only upon the shorter than he required period of notice) and without good cause for doing so then the employee will forfeit pay for the period for which the required notice was not given and shall not be entitled to any pay any time not worked.

60.5. Probe shall be entitled to deduct any monies owed by the employee to Probe or any related company from the employee's final pay upon termination of employment for any reason.

60.6. The provisions in this clause are without prejudice to any other rights either Probe or the employee may have to terminate an employee's employment whether on notice or otherwise.

60.7. Probe may at any time suspend an employee from performing their duties or exclude them from Probe's premises for the purposes of investigating any serious matter involving the employee. During any period of suspension or exclusion from Probe's premises Probe shall continue to pay the employee.

60.8. In the event that an employee's position becomes redundant, no redundancy compensation will be payable.

61. Abandonment of Employment

61.1. If an employee is absent from work for a continuous period exceeding three days without notifying or obtaining the consent of Probe the employee shall be deemed to have abandoned and terminated their employment (except if unable to notify Probe because of unforeseen hospitalisation or similar unavoidable cause provided that the employee notifies or arranges to notify Probe of the circumstances at the earliest possible opportunity).

62. Summary Dismissal

62.1. Without limiting the generality of clause 60.2 the following is a non exhaustive list of conduct that may be considered examples of gross or serious misconduct giving Probe the right to summarily dismiss an employee (that is dismissal without notice):

- (a) The employee is found guilty of any criminal offence or become of unsound mind;
- (b) Misrepresenting to a member of the public the nature, terms, or use, of any service, promotion, offer, incentive or goods being offered by Probe, or on behalf of a client or customer of Probe;
- (c) Making of false or misleading representation or fraudulent misrepresentations on behalf of Probe or any client including, without limiting the foregoing, forging communications or issuing unauthorised

- communications as from either Probe or the client as if they were authorised;
- (d) Making comments about Probe, its employees, or its clients on social media or otherwise which bring or are likely to bring Probe, its employees or clients into disrepute, contempt or ridicule;
 - (e) The employee becomes insolvent, or apparently insolvent, or compounds with, or enters a compromise with their creditors;
 - (f) On any serious breach (whether by one or more several acts or omissions) or repeated or continued any material breach of the obligations under this Agreement;
 - (g) The employee (without the prior consent of Probe) fails to devote the whole of their time, attention, and abilities during work hours to the business of Probe except as may be otherwise authorised;
 - (h) On failure to comply with any lawful direction of Probe, its directors or managers
 - (i) On ceasing to be eligible to hold office as a director of companies within New Zealand (irrespective of whether or not the employee is a director of any company).
 - (j) If the employee becomes unable for any continuous period exceeding one month or for any periods amounting in aggregate to two months which occur during any single twelve month period to perform or carry out their duties in accordance with the requirements of this Agreement and whether as a result of accident, ill health or some other cause or event;
 - (k) Physical or verbal abuse, assault or intimidation or any officers, employee, staff member, client, customer or supplier or person associated with Probe or Probe related companies or member of the public at Probe's premises or while on Probe business;
 - (l) Unauthorised disclosure of confidential information regarding Probe's management, their families or any other employees to any person;
 - (m) Reporting to or being at work under the influence of alcohol or illegal drugs;
 - (n) Being in possession of illegal drugs at or in the vicinity of Probe's premises or while on Probe's business.

63. Job Search Entitlement

63.1. Where Probe has given formal notice of termination by way of project closure to an Employee, that Employee shall be allowed up to 4 hours paid leave without loss of pay (excluding OTEs) for the purpose of attending job interviews for alternative employment. The time off shall be taken at times agreed with Probe. The Employee must, at the request of Probe, produce proof of attendance at a job interview or they will not be entitled to payment for the time absent.

64. Talent Retention

64.1. Probe understands that the closure of a campaign can be a difficult time for Employees and is committed to supporting its people through the project disengagement process. Where any campaign comes to an end Probe will endeavour to identify suitable alternative roles within Probe for its highly valued workforce where it considers it appropriate to do so taking into account the alternative role and the employee's experience and performance. Where an Employee cannot be redeployed Probe is committed to a talent retention program.

64.2. Probe's commitment to a talent retention program consists of offering to Probe Employees from a lost campaign the opportunity to be included in a talent acquisition database so that those individuals can be notified when advertised opportunities become available which Probe considers would be suited to the Employee. For a period of twelve months from the completion of a project, the Probe Talent Acquisition team will endeavour to make contact with interested Employees who have provided consent to be contacted regarding future opportunities to notify them of advertised opportunities that are considered suitable. Employees will have the opportunity to submit an expression of interest should they wish to apply for a role. Relevant experience and good attitude and performance history with Probe would be expected to be an advantage when applying for a new position.

65. Employment Protection Provision

- 65.1. In the event of a restructuring (being the sale, transfer, or contracting out of all or part of Probe's Business), that may affect an employee's future employment, Probe will:
- 65.2. As soon as is reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new employer concerning the impact of the restructuring on employees' positions and agree on how those negotiations will be conducted.
- 65.3. Negotiate with the potential new employer regarding:
- (a) whether or not it proposes to offer employment to all or any Probe employees;
 - (b) if so, the terms and conditions on which it proposes to offer employment; and
 - (c) the proposed date for commencement of employment with the potential new employer.
- 65.4. Where employees do not transfer to the new employer, meet with the Union and employees concerned and discuss what entitlements if any may be available to the employees as a result of the restructuring.

66. Employment Relationship Problems

- 66.1. The procedure for resolving employment relationship problems is set out in the Schedule to this agreement. Employment relationship problems include disputes, personal grievances and any other problem arising out of employment. In the first instance an employment relationship problem should be raised with the supervisor, manager or senior executive to whom the employee reports.

67. Probe Policies

- 67.1. In addition to the specific conditions described in this Agreement Probe will from time to time publish rules, policies and procedures and amendments ("Probe Policies and Procedures"). Employees will observe all Probe Policies and Procedures. Failure to adhere to Probe Policies and Procedures will be a breach of the employees' obligations.

68. Privacy Act Authorisation

- 68.1. Probe is authorised to collect information about the employees in respect of their employment with Probe including, but not limited to doctor's certificates, and records of complaints made by the employees and against them in respect of personal grievances, disputes and allegations of harassment. All employees are entitled to view their personnel file held by Probe.
- 68.2. Probe is also authorised to collect performance evaluative and opinion related material about them. This material will be compiled solely for determining performance suitability, eligibility and qualifications for continued employment, promotion and benefit and will otherwise be kept confidential by Probe. Employees will not be entitled to view this material.
- 68.3. Employees will, on request, sign a consent to disclosure of information form or other necessary consent form for the purposes of a police criminal record check and/or a credit check, as reasonably required by the Employer where such check is reasonably necessary for the purpose of determining the suitability of an employee for a particular role and such checks are required to be undertaken as part of Probe's service contract requirements or for the purpose of complying with particular legislative requirements or internal policies of that particular client.

69. Notices

- 69.1. Any notices for Probe may be sent by handing the notice to the Operations Manager or by sending by pre-paid registered post to Probe marked for the personal attention of the Operations Manager.
- 69.2. Notices to the Union may be sent by email or mail.

70. Severability


70.1. If any part, term or provision of this Agreement shall be held invalid, void, illegal or unenforceable, the validity, existence, legality or enforceability of the remainder of this Agreement shall not be affected, prejudiced or impaired. If any restriction on an employee would be invalid in its present form but would be valid and enforceable if the period or scope were reduced or certain parts of the restriction were modified or deleted then the said restriction shall apply with such changes as are required to make it valid.

71. No Waiver

71.1. Failure by any party on any occasion to enforce or require strict or timely compliance with any provisions of this Agreement shall not affect or impair that provision in any way or rights of that party to avail itself of the remedies it may have in respect of any breach of any such provision.


Signed on behalf of PROBE CONTACT SOLUTIONS NEW ZEALAND LIMITED by its duly authorised agent


LISA MAYER.
COUNTRY MANAGER.


Michael McKee
New Bus Mgr.

Witness

Signed on behalf of UNITE INCORPORATED by its duly authorised agent


Shirley Wang
Call Center - Organiser

Witness


GARY CRANSTON
ORGANISER - UNITE UNION

Schedule 1

Employment Relationship Problems

Personal Grievance and Disputes Resolution Procedures

An employment relationship problem (ERP) includes a personal grievance, dispute, and any other problem relating to or arising out of the employment relationship. It does not include any problem to do with agreeing upon new terms and conditions of employment.

If, during employment, an employee considers they have grounds for a personal grievance, dispute, a disagreement about arrears of wages or holiday or any other form of employment relationship problem, the employee should, in the first instance, raise the matter with the manager concerned.

Probe will attempt to resolve any ERP's directly and at the earliest opportunity. Probe asks that employees make it aware of any ERPs as soon as they become aware of the problem.

If the matter remains unresolved or if the employee does not feel they can raise any ERP directly their manager, then discussions will take place between the employee and Probe's People Team Manager or his/her nominee.

If the matter still remains unresolved, then discussions will take place between the employee and Probe's General Manager or his/her nominee.

If an employee does not feel able to raise any ERP directly with the manager concerned, they can seek assistance from:

The Union;

Another manager or director in Probe; or

Any support person including a family member or friend.

If an employee believes they have a personal grievance, they or the Union on their behalf must advise Probe of the personal grievance within 90 days from the date the personal grievance arose or came to their attention, whichever is the later. Where an employee intends to raise a personal grievance, Probe encourages employees to raise their grievance as soon as possible so as to assist in conducting any necessary investigations.

Employees should be aware that if they do not raise the personal grievance within this 90 day time limit, they will not be entitled to pursue a personal grievance unless:

Probe consents to considering the personal grievance outside the 90 day time limit; or

They apply to the Employment Relations Authority and the Authority considers that there are exceptional circumstances which resulted in the delay in raising the personal grievance.

If the ERP is not resolved with Probe to the employees' satisfaction, there are a number of services available for the resolution of the ERP.

Employees or the Union may refer the ERP to mediation by using either the service provided by the Department of Labour or any other mediation service.

If Probe and the employee and/or the Union cannot resolve the ERP at mediation, the ERP can be referred to the Employment Relations Authority for a ruling.

Until the matter is resolved the employee must continue to work as directed by Probe.

The parties agree that they will co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible given the individual circumstances of the dispute or grievance.