



Collective Agreement DX Mail and PWUA

1 July 2023 to 30 June 2026

1. Parties

New Zealand Document Exchange Limited, (the Company)

And

The Postal Workers Union of Aotearoa (the Union)

2. Coverage of the Agreement

- (a) This Agreement will only cover those employees of the Company who work in the field as **Posties, Sorters and Mail Room Assistants in a part time, full time or fixed term or casual capacity.**
- (b) This Agreement shall not apply to any other company employee, including those employed in the management or specialist career streams, which will include Team Leaders, Supervisors, Branch Managers or administrative or finance personnel.

(c) Savings Clause

Nothing in this collective agreement shall operate so as to reduce the status, remuneration, or any conditions of employment (including any conditions which are superior) applying to any employee at the date of this collective agreement coming into force, unless otherwise agreed between the parties.

- (d) A fixed term employee is an employee engaged by the Company for a fixed term period in accordance with section 66 of the Employment Relations Act 2000. The notice period applying to a fixed term employee during the term of the agreement, shall be one week, unless the parties have otherwise agreed in writing. The Company may make a payment to the Employee in lieu of notice.

A casual employee is an employee who is employed on an intermittent and 'as and when required but take it or leave it' basis and these terms apply while the employee is working. The notice period applying to casual workers whose employment terminates during an assignment, shall be one day or one hour's notice as may be required. The Company may make a payment to the Employee in lieu of notice. Each period of work is a separate assignment and there will be no expectation of further assignments once each assignment has concluded. The conclusion of an assignment is not deemed to be termination of employment, for redundancy or any other reason.

Nothing in this provision shall prevent the Company from dismissing the Employee without notice for serious misconduct in accordance with clause 5(b).

For clarification, the following clauses of this agreement do not apply to fixed term or casual employees; clauses 3 (unless the fixed term is for six months or longer), 5 (a), 6, 7, 9, 10, 12 and 13 unless such conditions apply as per minimum entitlements under legislation.

3. Probationary Period

All new employees shall be employed subject to a probation period as follows;

- (a) A probationary period shall operate for a period of four months from the date of commencement of the Employee. The Employee's performance and suitability shall be monitored by the Company during this period and shall be discussed with the Employee on a regular basis as deemed appropriate by the Company.
- (b) Any deficiencies or shortcomings in the Employee's performance or standards shall be identified and discussed with the Employee. Notwithstanding any other company policy

regarding the process for termination arising from the Company's disciplinary procedures, which shall not apply during the probation period, the Employee shall be provided with a reprimand and one formal written warning, prior to the termination of employment of the Employee either during and or at the end of the probation period.

- (c) Either party shall have the option of terminating the employment during the probationary period, by giving one week's notice to the other party.
- (d) Notwithstanding (c) above, termination for serious misconduct may result in instant dismissal.
- (e) The probation period may be extended by up to two months where the Company has notified to the Employee that they are dissatisfied with the Employee's performance and such notification is in writing.

4. Term of Agreement

This collective agreement shall commence on 1 July 2023 and expire on 30 June 2026.

5. Termination of Employment

- (a) Two weeks' notice of termination shall be given in writing by either party. A longer period of notice shall not be given by the Employee unless as otherwise agreed by the Company. Where notice of termination has been given by either party, the Company may:
 - (i) Make a payment of wages in lieu of notice for the unexpired period of notice. If the Company does so the Employee's employment will terminate on the date notified by the Company to the Employee;
 - (ii) Direct the Employee to undertake such duties directly or indirectly related to his/her position as it thinks fit;
 - (iii) Direct the Employee not to report to work and to remain employed.

Nothing in this provision shall prevent the Company from dismissing the Employee without notice for serious misconduct in accordance with clause 5(b).

- (b) In the event of the Employee being found guilty of serious misconduct (including but not limited to dishonesty, wilful disobedience or breach of fidelity or confidentiality), serious non-observance of the terms of his/her employment or serious neglect of his/her duties, the Employee may be summarily dismissed (i.e. effective immediately with no requirement for notice to be given).
- (c) The Company may suspend the Employee (for cause) from all or any of the Employee's duties or for such periods and on such terms as the Company considers expedient, including a term that the Employee is excluded from the Company's premises, and/or the Company will not assign to the Employee any duties or provide any work and/or the Employee will have no contact with the Company's suppliers, distributors, customers, contractors or employees. If the Company invokes this clause, then unless and until the Employee's employment is terminated under this agreement:
 - (i) Subject to subclause (d) below, the Employee's remuneration will not cease to be payable by reason only of his/her suspension or exclusion;
 - (ii) The employment relationship will continue; and
 - (iii) The Employee will continue to be bound by this agreement.
- (d) If the suspension extends beyond two weeks for reasons beyond the Company's control (such as a police investigation into the Employee's conduct), the Company may at its discretion continue the suspension without pay.
- (e) Where the Employee is absent from work for a continuous period of three days without notification to, and without the consent of, the Company, he or she shall be deemed to have terminated his or her employment without notice at the end of that three day period, or such

further period as the Company may allow. The Company will confirm termination of employment by sending a letter to the Employee at his/her last known address. Before confirming termination of employment, the Company will make a reasonable attempt to contact the Employee to determine the cause of their absence.

- (f) The Employee gives consent to the Company pursuant to section 5 of the Wages Protection Act 1983) to make deductions from any monies owing to the Employee at any time during the course of his/her employment or on termination of employment. Deductions may be made for at least the following:
- (i) Time lost through sickness, accident, absence;
 - (ii) Default or incorrect overpayment including recoverable sums as set out in section 6 of the Wages Protection Act 1983;
 - (iii) Money the Employee has accepted he/she owes to the Company;
 - (iv) Lost, damaged or unreturned property, clothing or equipment less any fair wear and tear assessment; or
 - (v) Any annual holiday taken in advance of such holiday accruing and owing to the Company at the date of termination of the Employee's employment.
- (g) The Company may terminate the Employee's employment by giving the notice period set out in subclause (a) to the Employee if as a result of mental and physical illness, incapacity or disablement the Employee is rendered incapable of properly performing his or her duties. Before terminating the agreement pursuant to this clause:
- (i) The Company may request the Employee undergo an appropriate medical assessment by a medical practitioner nominated by the Company at its expense. The Employee;
 - a. acknowledges that while he/she has the right to refuse to undergo such an assessment, refusal is likely to mean the Company may make its assessment only on other information available to the Company; and
 - b. agrees to authorise the nominated medical practitioner to release the results of any assessment to the Company; and
 - (ii) The Company may take into account any such reports or recommendations provided as a result of that assessment or which the Company might otherwise receive (including any from a practitioner of the Employee's choice); and
 - (iii) The Company will consult the Employee prior to making any final decision regarding the Employee's termination of employment.

The Employee's final pay following termination of employment for any reason, becomes payable to the Employee by the Company on the Company's regularly scheduled pay day, for the period during which the termination date falls.

6. Hours of Work

- (a) The Company operates over 7 days of the week Monday to Sunday inclusive.
- (b) The Company will provide guaranteed minimum hours of work per week for full time and part time workers.
- (c) The actual days of work and start and finish times in each region will vary according to workloads and will be discussed and confirmed individually with each employee. Days and hours of work may be confirmed in advance via roster (although roster arrangements may not always be used) or otherwise advised to the Employee. Where hours in addition to guaranteed hours are worked by agreement between the parties, these will continue to be paid at the wage rate specified in this agreement. Where an employee works above 45 hours in a working week, (being a seven day period), the employee will receive an extra \$1.00 per hour for each hour above 45 hours worked. Approved absences, such as paid sick leave, paid bereavement leave, annual leave, public holidays and alternative holidays will count towards such hours worked. Any unpaid leave will not count.

- (d) The Company may review the Employee's guaranteed minimum hours of work from time to time. Employee's may request an annual review of guaranteed hours. Following any review, the Company may then agree with the Employee new guaranteed hours of work that more accurately reflect actual hours worked. The new hours will take effect with two week's notice. The Employee's guaranteed hours may be increased or decreased following consultation and agreement between the Company and the Employee.
- (e) Guaranteed minimum hours will not exceed ten hours per day. If the Employee agrees to work more than ten hours in any day, this will not become a regular arrangement unless the parties agree otherwise.
- (f) Employees will be provided with a 15 minute paid break where they work more than two and up to four hours of work. A half hour unpaid break will apply where they work for more than four hours of work. A further 15 minute paid break will apply where they work for six to eight hours of work. Tea and coffee will be provided at the site from which the employee works.

7. Performance Reviews

Performance reviews will be conducted periodically at which time the employee's performance will be reviewed in accordance with the Company's review system. Employees will have a job description. Duties/tasks may be varied by agreement or by the Company without varying the fundamental nature of the job.

8. Code of Conduct and Other Policies

Employees will be required to comply with the Company's published Code of Conduct. The Code of Conduct may be varied from time to time at the Company's discretion.

The Company also has policies relating to dress codes and use of company vehicles that the Employee must adhere to at all times. Such Codes and Policies may be reviewed and amended at the Company's discretion and will be notified to the Employee.

The employer agrees to advise the union of any proposed changes to policy where it is applicable to employees covered by this agreement so as to allow for consultation. The union agrees to provide a response within three weeks.

9. Redundancy

- (a) Redundancy means a situation where an employee's employment is terminated by the employer, the termination being attributable, wholly or mainly to the fact that the position filled by the employee is, or will become, superfluous to the needs of the employer.
- (b) Unless otherwise stated in this agreement between the parties, if employment is terminated due to redundancy, the Employee will receive 4 weeks written notice of termination, or payment in lieu for the unexpired period of notice.
- (c) In the event of redundancy, the Employee will be paid a redundancy payment equal to two weeks' wages for the first year of service (or part thereof), plus one week's wages for each additional complete year of continuous service up to five years and thereafter at the rate of 2 weeks' wages for each complete year of continuous service up to a maximum of 16 weeks' wages.
- (d) Redundancy payments, notice, payment in lieu of notice and other redundancy entitlements shall not be payable where:
 - (i) The Company offers the Employee alternative employment in a comparable position within the business on substantially the same terms and conditions of employment or on terms the Employee is willing to accept; or

- (ii) Another company (whether or not a related company, associate or joint venture company) offers the Employee employment in a comparable position on substantially the same terms and conditions of employment or any other position on terms the Employee is willing to accept; or
 - (iii) The Company is in receivership or liquidation, however this shall not undermine any rights the Employee may have as an unsecured creditor; or
 - (iv) The Employee's employment terminates as a result of natural disaster, civil disorder or war.
- (e) In the event that an Employee not covered by (d) above obtains employment during the notice period, the Employee may, with the Company's consent (which will not be unreasonably withheld), leave without forfeiting their redundancy compensation, provided however that the Employee shall not be entitled to be paid for the remainder of the notice period.

10. Annual Leave

- (a) Upon completing 12 months continuous employment with the Company, the Employee will be entitled to four week's annual holiday per annum (in addition to all public holidays), to be taken and paid as provided for in the Holidays Act 2003. At the completion of seven years' continuous service, the Employee will be entitled to an additional one-off benefit of 5 days' leave (this does not occur in any subsequent years).
- (b) An Employee's annual leave, following consultation between the Company and the Employee, shall be taken in the 12 months following its accrual, unless the Employee and the Company agree that it may be accrued and taken at a later time. Where the parties after consultation cannot agree upon the taking of annual leave, such leave shall be taken at a time as fixed by the Company upon fourteen days' notice in accordance with the Holidays Act 2003.
- (c) Leave in Advance. Employees will, with management approval, be able to apply for and take annual leave in advance. Where such leave in advance is approved, the employee acknowledges that where any overpayment of leave occurs the Company may deduct this from any final pay owing to the employee.

11. Public Holidays

- a) The following days shall be observed in accordance with the Holidays Act 2003 each year as public holidays and, where the day falls or is generally observed on a day which is a normal working day for the Employee, will be a paid holiday:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - Day after New Year's Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Matariki
 - Labour Day
 - Birthday of Reigning Sovereign
 - The Anniversary day observed in the province in which the Employee normally works.
- (b) The Employee may be required to attend work on any of the above public holidays and in that event the Employee shall be paid in accordance with section 50 of the Holidays Act 2003. Where the public holiday worked falls on one of the Employee's normal working days he/she shall be given a day's paid leave at a later date in lieu of the public holiday he or she worked, i.e. an alternative day as specified in the Holidays Act 2003.

12. Sick Leave

- (a) Upon completing 6 months' continuous employment with the Company, the Employee shall become entitled to take up to a maximum of 5 days' paid sick leave in the following 12 months and up to 5 days in each subsequent 12 months of continuous employment with the Company.
- (b) If the Employee is qualified to take sick leave and has an outstanding entitlement, he or she may take sick leave if:
 - (i) The Employee is sick or injured; or
 - (ii) The Employee's spouse, partner or a person who depends on the Employee for care is sick or injured.
- (c) If the Company so requests, satisfactory medical evidence of the sickness or injury may be required by the Company. In the case of an Employee who has a sick leave accrual the medical evidence may only be requested where the Employee has had three consecutive days of absence [NB such days do not need to be working days], subject to the specific exception set out below in this sub-clause. Where the Employee has no sick leave accrual the request may be made for each day of absence. When satisfactory medical evidence has been requested the Employee will not be entitled to payment for the sick leave until the evidence has been produced.

In the situation where an Employee has a sick leave accrual, despite the three consecutive day requirement above, the employer may require proof of sickness or injury within 3 consecutive calendar days if the employer;

- (i) Informs the employee as early as possible that the proof is required; and
 - (ii) Agrees to meet the employee's reasonable expenses in obtaining the proof.
- (d) Any amount of the entitlement described in 12(a) above not taken by the Employee shall accrue from one year to the next up to a maximum of 20 days' sick leave. The Employee is not entitled to be paid for any accrued sick leave that has not been taken upon termination of employment.
 - (e) The Employee must notify the Company of intention to take sick leave as early as possible before the Employee is due to start work on the day that is intended to be taken as sick leave or if that is not practicable, as early as possible after that time.

13. Bereavement Leave

- (a) Upon completing 6 months' continuous employment with the Company, the Employee shall become entitled to take paid bereavement leave in the following 12 months and in each subsequent 12 months of continuous employment with the Company, as follows:
 - (i) In the event of the death of the Employee's spouse, partner, parent, child, brother, sister, grandparent, grandchild or the spouse's parent, of 3 days;
 - (ii) In the event of the death of a person other than those specified in (i) above but which the Company accepts has caused the Employee to suffer a bereavement having regard to the closeness of the deceased person to the Employee, whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death and/or any cultural responsibilities of the Employee in relation to the death, 1 day.
- (b) In all cases, approval to take bereavement leave is conditional upon the Employee providing satisfactory evidence of the bereavement, if so requested by the Company.
- (c) If the Employee suffers more than one bereavement at the same time, he or she may take the amount of bereavement leave specified above in respect of each bereavement.

- (d) The Employee must notify the Company of intention to take bereavement leave as early as possible before the Employee is due to start work on the day that is intended to be taken as bereavement leave or if that is not practicable, as early as possible after that time.

14. Domestic/Family Violence Leave

After 6 months' continuous employment with the Company the employee will be entitled to paid domestic/family violence leave of up to ten days for each subsequent 12 month period of service if the employee is a person affected by domestic/family violence in accordance with the Holidays Act 2003.

15. Other Unpaid Leave

(Including but not limited to study leave, marriage leave and leave without pay). The Employee may make application in writing to the Company for other unpaid leave to be granted. The Company may, in its absolute discretion, allow or refuse any application for leave made under this provision.

16. Jury Service

Where the Employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid to the Employee by the Court and any wages the Employee would have earned from working for the Company on the day in question, but for the jury service, shall be made up by the Company provided:

- (i) That the Employee produces the Court expenses voucher to the Company.
- (ii) That the Employee returns to work immediately when he or she is not actually serving on a jury and it is otherwise a working day for the Employee.
- (iii) These payments shall only be made for up to a maximum of five days in respect of each separate period of jury service.

17. Employment Relationship Problems

Under the Employment Relations Act 2000, an employment relationship problem is any problem (including personal grievances and disputes) relating to or arising out of an employment relationship.

A personal grievance is a claim that the Employee has been unjustifiably dismissed; or unjustifiably disadvantaged by an unjustifiable action by the Company; or discriminated against, sexually or racially harassed or subject to duress (in relation to membership or non-membership of a union or employees' organisation) in the Employee's employment; or that the Company has failed to comply with Part 6A of the Employment Relations Act 2000.

If the Employee wishes to raise a personal grievance or either party raises a dispute or any other problem relating to or arising out of employment under this agreement, the following services are available for resolution of such grievance, dispute or problem:

- (a) **Mediation services:** Either party may contact the Ministry of Business, Innovation and Employment's Employment Relations Service to request provision of mediation services to resolve the dispute. Alternatively, the parties may agree on a private mediator to provide mediation services.
- (b) **Employment Relations Authority, Labour Inspector and Employment Court:** If the matter is not resolved by mediation, either party may refer the matter to the Employment Relations Authority, a Labour Inspector or the Employment Court, as appropriate, for determination. Alternatively, the parties may agree to have the matter determined by a private arbitrator. The procedure for appointing an arbitrator and conduct of the arbitration must then be agreed between the parties.

- (c) Any personal grievance must be raised by the Employee with the Company within 90 days of the action complained of occurring or coming to the attention of the Employee, whichever is the later. After that 90 day period a personal grievance cannot then be raised unless the Company agrees, or the Employment Relations Authority grants leave for the Employee to proceed with the personal grievance.

18. Confidentiality

The Employee shall not at any time during the employment or at any time thereafter, except in the proper course of his or her duties, discuss or disclose information, processes, materials, costs or secrets concerning any aspect of the business or affairs of the Company, which may come to the Employee's knowledge during the employment, to or with any person or other employee of the Company and will use his or her best endeavours to prevent the publication or disclosure of any such confidential information.

19. Employee Protection Provision

- (a) In the event of a restructuring, as defined in section 69OI of the Employment Relations Act being the sale, transfer or contracting out of all or part thereof of the business or assets to another person ("the new employer") with the effect the Employee's work (or work substantially similar to the Employee's work) is to be performed by employees of the new employer the Company will seek to raise for discussion with the new employer as soon as reasonably practicable the extent to which restructuring may affect employees and, where employment may be affected, advise the outcome of this to employees who are potentially affected.
- (b) Matters which the Company will seek to raise in discussions with the new employer will include whether or not the new employer will make offers of employment to the Company's employees and if so whether employees will be offered employment in a comparable position on substantially the same terms and conditions of employment.
- (c) At the time of any such restructuring, the Company will review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the new employer, by considering the employment agreement of that employee together with the Company's employment policies existing at that time and the employee's personnel records. Individual entitlements will be notified by the Company to any such employee.

20. Intellectual Property

- (a) "Intellectual Property" means a formula, process, invention, model, trademark, business name, domain name, copyright, design, patent, trade secret and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same) which:
 - (i) relates to or is useful in connection with or relating to or capable of being used by or adapted for use by the Company; or
 - (ii) is invented, developed, created or acquired by the Employee (whether alone or jointly) during the course of his/her employment.
- (b) The Employee assigns to the Company his/her entire right, title and interest in any Intellectual Property without any additional payment. The sums which the Company agrees to pay as remuneration under this agreement include all consideration for this assignment.
- (c) All information, programmes, designs and related documents produced on behalf of the Company remains the property of the Company. On completion or termination of the agreement, the Employee must immediately deliver to the employer all records, documents and papers (including copies of extracts thereof), within the Employee's position or control.

21. Health and Safety

- (a) The Company and the Employee will each take all reasonably practicable steps to ensure a safe working environment is maintained at the Company's premises.
- (b) The Employee will comply with the policies and procedures established by the Company for occupational health and safety of employees while at work and for visitors to the Company's premises. The Employee must be familiar at all times with health and safety issues in the workplace and will be responsible for dealing with such issues in accordance with the relevant legislation and the Company's policies and procedures.
- (c) Issues relating to undue stress and/or fatigue of the Employee must be raised by the Employee with the Company as soon as he/she becomes aware of them.
- (d) Any failure by the Employee to comply with this clause or the Company's policies and procedures in relation to health and safety may result in disciplinary action being taken against the Employee.

22. Uniforms/Safety Equipment, Facilities and Other Matters

- (a) If the Employee is provided with a uniform or with safety equipment, he/she will wear these at all times, as appropriate or as directed by the Employer.
- (b) The Company, where required, shall provide the Employee with the following items of clothing and protective equipment:
 - DX Motorcycle Jacket
 - DX Motorcycle Pants
 - DX Motorcycle Helmet
 - DX Motorcycle Boots
 - DX Motorcycle Gloves
 - Wet weather gear
 - 2 x DX Motorcycle Boots
- (c) The Employee is responsible for keeping his/her uniform in an acceptable state of cleanliness and repair as well as for notifying the Company of the need to repair or replace any items of safety equipment.
- (d) The Employee must at all time turn out for work with a neat and tidy state of personal grooming.
- (e) Company approved PPE and uniforms may be reviewed monthly to ensure it is fit for purpose and in good repair.
- (f) Failure by the Employee to wear Company issued uniform and/or PPE may result in termination of employment.

(g) Facilities

The Company will provide access to toilets, microwave, and tea and coffee making appliances, and fridges at sites where there is a team of employees.

(h) Travel

Where an employee is required to use their own vehicle for work related purposes outside their normal duties, i.e. to attend training or visit another site, then prior approval needs to be granted by their direct manager and the Company will reimburse the employee for kilometres travelled once the employee completes the appropriate reimbursement form (the rate paid will be the flat kilometre rate prescribed by the IRD).

(i)KiwiSaver

In accordance with the KiwiSaver Act 2006, eligible employees will be automatically enrolled into KiwiSaver, but may opt out. Eligible existing employees may opt into KiwiSaver, but cannot then subsequently opt out.

23. Acceptable Standard of Dress and Personal Presentation

The Company has a detailed policy on dress and personal presentation standards for work. The Employee acknowledges that he/she has read the policy and will comply with it.

24. Representations before Employment

- (a) In employing the Employee, the Company has relied on the Employee's representations about his/her qualifications, experience, criminal history and physical and mental ability to perform the role. The Employee confirms that these representations are true and correct, and that the Employee has disclosed everything, which, if disclosed, would or may have been material to the Company's decision to employ the Employee.
- (b) The Employee acknowledges that the Company may cancel the Employee's employment and/or take disciplinary action against the Employee, including dismissal, if the Employee's representations were misleading or incorrect or if the Employee failed to disclose a fact, which, if disclosed, would or may have been material to the Company's decision to employ the Employee.

25. Sexual Harassment

- (a) It is the Company's policy that all staff members should enjoy a working environment free from all forms of discrimination including sexual harassment. No staff member should be subjected to unsolicited or unwelcome overtures or conduct, either verbal or physical.
- (b) Sexual harassment is defined under section 108 of the Employment Relations Act 2000

26. Acting Up

If an employee is required by their manager to temporarily act up to a more senior position for a particular specified period of time then, once the details of the position and the time period have been agreed and the period commenced, the Employee shall be paid an allowance of 8% of their ordinary wage rate for that specified period. Where an employee is paid an acting up allowance, a four hour minimum payment shall apply.

27. Parental Leave

- (a) Parental Leave under the Parental Leave and Employment Protection Act 1987 is leave without pay.
- (b) Employees must give 3 months' notice in writing of their intention to take parental leave.

28. Disciplinary Process

If there is an allegation of misconduct, the manager (or person authorised by the manager) will briefly examine the allegation to determine whether or not misconduct is apparent.

If the initial examination indicates that serious misconduct may have occurred, the employee involved may be suspended whilst the matter is investigated. During the period of suspension, the Employee will be paid for the standard hours that the Employee would have worked if they had not been suspended. The suspension may be without pay where the investigation is unduly lengthened due to actions of the employee.

If misconduct is apparent, there will be an investigation by the manager (or person authorised by the manager). As part of the investigation the Employee must be given notice of the specific allegation of misconduct and the potential penalty.

The Employee must be given an opportunity to explain or deny the allegation and this will be given consideration.

Before the start of any interview the Company must ask the Employee whether they wish to have another person present as a witness, representative or support person.

If the investigation establishes that misconduct has occurred, then;

- (i) In the case of serious misconduct, the Employee may be dismissed immediately. However, the Company may decide to issue a final warning if the circumstances justify a lesser penalty.
- (ii) In the case of misconduct which does not amount to serious misconduct, the Employee will be given a written warning in the first instance, a final written warning in the second instance, and if there is a further occurrence of misconduct, the Employee will be dismissed with notice.

Offences regarded as serious misconduct which may result in termination without notice will include, but not be confined to, the actions listed below:

- bringing non prescribed drugs or alcohol to work and/or consuming the same at work
- verbal abuse or fighting or assaulting others at work.
- deliberately disobeying the manager's reasonable instructions or walking off the job.
- unauthorised possession or removal of any property or copyrighted material belonging to the Company or its clients, suppliers or other employee's.
- consuming Company products on the premises or removing them from the premises.
- negligence or conduct seriously injuring the business
- any action which could result in a payment to which the employee is not entitled.
- the recording of any factually incorrect data on an employment application form or the deliberate omission or concealment of relevant information from such a form.
- failure to follow cash handling procedures.
- falsification of your own or anybody else's timecards, attendance records, medical certificates, employment records, or any other Company or client document or record.
- wilful damage to property, equipment etc.
- intimidation of another worker or client.
- refusal to obey a lawful and reasonable instruction.
- a failure to honour any conflict of interest or confidentiality conditions, including viewing confidential documents and other private messages and documents
- viewing pornography either on the company's systems or bringing explicit materials to work
- performing lewd or other indecent serious acts while at work
- sexual harassment or any other form of harassment or bullying

The following are examples of the types of behaviour which constitute less serious misconduct which shall result in a warning being issued

Note: The giving of a warning is not limited to a repetition of the same offence.

- Careless or indifferent performance of duties.
- Using abusive language, which may cause offence to another person, while at the Company's place of work.
- Being discourteous to other employees, customers or clients.
- Poor time keeping, including arriving late for work or from lunch and/or tea breaks.
- Reporting for work in an unclean, untidy or unpresentable manner.
- Failure to carry out assigned duties.
- Failure to perform work to the required standard.
- Smoking in a SMOKE FREE area.

- Disruptive behaviour, talking or preventing in any way, other employees from performing their duties.
- Aggressive/argumentative behaviour.
- Misuse of any assets, tools or equipment.
- Leaving the assigned place of work during working hours without permission of the employer or supervisor, other than for morning and afternoon rest periods or meal breaks.
- Failure to report to the employer or supervisor or other person in charge, any fire which has occurred or any use/misuse of fire protection equipment.
- Failure to report any accident or personal injury occurring at work, no matter how minor the incident.
- Refusal to allow searches of bags, handbags and parcels at the staff entrance/exit and any failure to keep private bags or parcels in designated lockers or to obtain any necessary clearance for bags.
- Such other matters as the employer may advise from time to time.

29. Union Representation

Company/ Union Obligations

- (i) Allow the union access to the workplace for the purpose of ensuring compliance with the terms of this Agreement provided reasonable notice is given and the work of the Company or of individual employees is not unreasonably disrupted.
- (ii) Allow the union access to the workplace for the purpose of meeting individually with its members provided reasonable notice is given and the work of the Company or of individual employees is not unreasonably disrupted.
- (iii) Recognise local delegates elected by employees at a specific work-site where the election of the employee is advised to the Company, by the union, in writing. There shall be one delegate at each site. Where the Union sees a genuine need for more than one per site it shall make a request to the employer. Agreement shall be required by DX for any additional delegate. Agreement shall not be withheld unreasonably.
- (iv) Ensure delegates are entitled to reasonable time on pay to deal with concerns of employees who are union members.

Employment relations education leave will be allowed in accordance with the provisions of the Employment Relations Act 2000. Leave for delegate training purposes is inclusive of and not in addition to the union's entitlement to employment relations education leave.

Stopwork Meetings

The Company will allow the union to call and hold paid stop work meetings with employees who are union members under the following conditions:

- (i) In each calendar year, a total of four (4) hours will be allowed for paid stop work meetings. A paid stop work meeting must not exceed two (2) hours' duration.
- (ii) The union must give the Company reasonable notice, in writing, of the meeting.
- (iii) If requested, the union will supply the Company with a list of employees attending the meeting and advise the time that the meeting finished.

Deduction of union fees

Subject to the provisions of the Wages Protection Act 1983 and where authorised by the employee, the Company shall, by arrangement with the Union, deduct union fees weekly from the wages of union members covered by this Agreement and such deductions shall be forwarded to the Union each week. Upon request the company will provide a list of employees from whom deductions are made to the union.

30. Rates of Pay

Minimum rates of pay for Posties, Sorters and Mailroom Assistants are reviewed annually and are set each year to start from the first Monday in a new financial year (the Company operates a July to June Financial year);

	1 July 2023
Posties minimum starting rate	\$24.40
Posties at 1 year anniversary	\$25.20
Posties at 3 year anniversary	\$26.00
Posties at 5 anniversary	\$
Sorter minimum starting rate	\$23.50
Sorter at 1 year anniversary	\$23.90
Sorter at 3 year anniversary	\$24.40
Sorter at 5 year anniversary	\$24.90
Mailroom Assistant minimum starting rate	\$23.50
Mailroom Assistant at 1 year anniversary	\$23.9
Mailroom Assistant at 3 year anniversary	\$24.40
Mailroom Assistant at 5 year anniversary	\$24.90

- A. From 1 July 2024 the rates above shall adjust by CPI or 3% (whichever is the greater).
- B. From 1 July 2025 the rates above will adjust by CPI or 3% (whichever is the greater).
- C. The printed postie rates incorporate five cents (\$0.05) additional compensation to capture winter expenses.

31. Consultation

(a) DX agrees to notify the union prior to implementing any changes to work systems or employment policies, where their introduction would impact the employment security or continued employment of its members. This would allow for consultation.

32. Variation to the Agreement

- (a) This Agreement may be varied by the Parties. Under the Union's ratification procedure, the agreement of the employees is obtained if 50% plus 1 of the employees votes in favour of the proposed variation.
- (b) The variation agreement must be in writing and must:
 - List the employees directly affected by the variation
 - Contain all the terms of the variation and identify any amendments to this Agreement
 - State the date upon which the variation agreement will come into force
 - State the termination date if this is different from the date of the expiry of this Agreement
 - Be signed by both parties
 - The variation agreement will form part of the Agreement from the date that the variation agreement comes into force.

Signed by the Parties:



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FOR THE COMPANY «NAME» Steven Pearson

20/09/2023

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Date



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FOR THE UNION

George Watkins
PWUA Advocate

07.09.23

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Date