

unite

Scenic Circle

Heartland Hotel Auckland Airport



Collective Agreement

1.09.2022- 31.8.2023

COLLECTIVE EMPLOYMENT AGREEMENT

1 September 2022 to 31 August 2023

Collective Employment Agreement Between

**Lotus Hospitality (NZ) Pty Limited T/A Heartland Hotel Auckland Airport (also
referred to as "the Employer")**

&

Unite Incorporated (also referred to as "Unite Union" or "Union")

LOTUS HOSPITALITY (NZ) PTY LIMITED COLLECTIVE EMPLOYMENT AGREEMENT	3
1 COVERAGE	3
2 INTENTION AND AIMS	4
3 DEFINITIONS	4
4 TERMS OF EMPLOYMENT	6
5 HOURS OF WORK.....	9
6 LEAVE	12
7 PAY AND BENEFITS	18
8 EQUIPMENT, UNIFORMS AND FACILITIES	19
9 HOTEL COMMITTEES	20
10 FORMAL DISCIPLINE PROCEDURE.....	21
11 DISPUTES AND PERSONAL GRIEVANCE PROCEDURES.....	21
12 TRAINING	22
13 EMPLOYEE REPRESENTATION	22
SCHEDULE 1.....	25
1 EMPLOYMENT CLASSIFICATIONS AND WAGES	25
MEMORANDUM OF AGREEMENT	26
SCHEDULE 2.....	27
1 DISCIPLINARY PROCESS.....	27
SCHEDULE 3.....	33
1 DISPUTES AND PERSONAL GRIEVANCES	33

Lotus Hospitality (NZ) Pty Limited Collective Employment Agreement

I COVERAGE

1.1 This Collective Agreement (CEA) is between Lotus Hospitality (NZ) Pty Limited trading as Heartland Hotel Auckland Airport and Unite Incorporated (Unite Union).

1.2 Subsequent Parties

It is agreed by the parties that Scenic Circle owned hotels may elect to become subsequent parties to this collective agreement in accordance with the requirements of section 56A of the Employment Relations Act 2000.

1.3 The Collective Employment Agreement shall extend to and bind any employee who is a financial member of the Unite Union employed by Lotus Hospitality (NZ) Pty Limited trading as Heartland Hotel Auckland Airport, other than management staff.

1.4 This CEA shall be deemed the joint property of Lotus Hospitality (NZ) Pty **Limited** trading as Heartland Hotel Auckland Airport and the Unite Incorporated and shall not in any way be copied or drafted in its current form for the purpose of any matter other than a Collective Agreement.

1.5 New Employees

All new employees shall be employed as follows:

On the Collective Employment Agreement for the first 30 days of employment.

They shall be provided with a copy of the Collective Employment Agreement and they shall be provided with an Employee Choice form.

They shall be advised that the Unite Union has members on site and negotiate the CEA.

They shall be advised as to how to contact the Unite Union.

They shall be advised that in order to be employed under the terms of the Collective Agreement they will need to join the Unite Union.

1.6 Expiry of Agreement

This Collective Agreement will commence on 1 September 2022 and will expire on 31 August 2023.

1.7 Variation of Agreement

The parties to this agreement shall commence good faith negotiations to provide for any changes in legislation and make the necessary variation to this document.

1.8 Savings

Nothing in this agreement will operate to reduce or adversely amend the existing conditions of work or rate of pay of any person covered by this agreement.

2 INTENTION AND AIMS

2.1 The Intent of this Agreement is:

The employer and the union have entered into this agreement and the changes embodied herein, for the purpose of establishing a more co-operative and more flexible relationship between the employer, the union, and the employees. The employer shall not apply the provisions of this agreement in an arbitrary or unfair manner. The union will administer the agreement fairly toward the employer. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this agreement including, among other things, regular meetings if requested by the union between union representatives and appropriate management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

The parties undertake to use all avenues open to them for the resolution of all disputes, grievances, outstanding matters or points of concern which may arise during the currency of this agreement.

3 DEFINITIONS

3.1 Day

A day will run from midnight to midnight except for those employees who commence before midnight and whose ordinary hours for that day go beyond midnight. These employees shall have a day running from midday to midday.

3.2 Week

A week shall be a period of seven consecutive days of 24 hours as operated in each particular hotel and this week shall be the pay week.

3.3 Mutual Agreement

Mutual Agreement shall mean an agreement reached by consultation between the employer and the employee. All such agreements shall be recorded in writing and held in the hotel payroll office and personnel file. Such agreements shall be available to the employee concerned, and by request to their authorised representative.

3.4 Where Practicable

Where practicable means where the normal operations of the hotel permit.

3.5 Spouse

Shall include a partner in de facto relationship.

3.6 Shift

Is any period of work for which an employee is rostered for the day.

3.7 Employees

Full Time Employees

Full Time Employees are those employed for a forty ordinary hour week.

Part-Time Employees

Part-Time Employees are those employed for less than 40 hours per week on an hourly basis. Such employees shall be employed for a minimum period of 3 hours at each engagement.

Casual Employees

Casual Employees may be engaged on a short term, irregular or occasional basis for a period not exceeding one week for any engagement. Casual employees shall work for a minimum of three consecutive hours on any one shift.

Seasonal Employment

Employees may be employed on a fixed term agreement for seasonal work for a period of less than twelve months for which a commencement date and termination date shall be specified and recorded at the outset.

3.8 Agreement

Agreement means unless otherwise specified, this document, the Heartland/Scenic Circle Hotels Collective Employment Agreement.

3.9 Redundancy

'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 that employee is, or will become, superfluous to the needs of the employer. Redundancy does not apply to seasonal or fixed term agreements.

3.10 Union

'Union' means the employees organisation party to this agreement, and that Unite Incorporated (Unite Union) will be the authorised representative of each employee that is a financial member.

4 TERMS OF EMPLOYMENT

4.1 Terms and Conditions

The employee shall perform all such duties and functions as are reasonably requested by the employer, and which are necessary for the proper performance of the responsibilities of the employees' position.

4.2 Technological Change

The employer reserves the right to introduce new and applicable technology. The employee shall be informed prior to the introduction of any major change.

Staff will not be recorded aurally on site. Staff will be informed that they will be recorded visually if this is the case at the beginning of employment.

4.3 Probationary Period

4.3.1 All new employees will be subject to completing a three-month probation period during which their work performance will be assessed against accepted performance expectations.

4.3.2 The employee will be made aware at all times of performance expectations, and where their conduct or performance may jeopardise their continued employment they will be advised in writing specifying the area of dissatisfaction and improvement required, and the time frame in question.

4.4 House Rules

The employer will implement a single set of house rules defining standards of conduct and performance to be met by all employees with clear procedures that will be followed in cases where employees fail to meet these requirements. The rules will clearly set out misconduct that will result in a warning as well as misconduct that may result in instant dismissal.

The employee agrees to abide by any rules, regulations, policies and/or procedures as may be current and amended from time to time to ensure the smooth operation of the business.

A copy of the employer's house rules shall be provided to all employees on their first day of employment. The employee then is responsible for reading and adopting such rules so provided. A cover sheet, signed by a company representative and the employee, will remain on the individuals personnel file, signifying acceptance.

House rules may from time to time be amended and updated, after notification and consultation with employees and the union. The employer will ensure all employees receive a copy of such amendments for the employee to read and adopt them. A signed copy will be kept on file in the hotel.



Formal disciplinary procedures for dealing with substandard performance or misconduct involving employees covered by this agreement is set out in Clause 10 of this agreement.

4.5 Timesheets/Wage Records

Timesheets shall be provided to enable the employee to record all time worked. The timesheet must be signed by the employee, alterations must be initialled by the employee. Each timesheet and any alterations must be countersigned by the immediate manager or supervisor of the department.

All breaks taken during a shift must be clearly recorded on the timesheet.

Wage records shall be kept and will include:

The name of each employee covered by this agreement.

The grade and job classification of each employee.

The hours worked as recorded on authorised timesheets.

Other information necessary to meet tax requirements and provisions of this agreement.

It is the primary responsibility of the employee to ensure his/her timesheet is completed correctly and on time. If this is not complied with, delayed payment of wages may occur.

4.6 Confidentiality

The employee shall not at any time or for any reason whether during the currency of this Agreement or after its termination, divulge or communicate to any person any confidential information of the employer (except so far as may be reasonably necessary to enable the employee to fulfil his/her obligations hereunder).

4.7 Termination of Employment

Termination by Notice

Employment may be terminated by giving fourteen (14) days' notice in writing by either party or payment/forfeiture of two days' wages in lieu thereof.

Final pay shall be direct credited to the employees' bank account(s) on the pay day after termination.

Abandonment of Employment

Where an employee has been absent from employment for two or more consecutive rostered days without notification or just cause, the employee shall be deemed to have abandoned his/her employment.

The employer shall make every reasonable attempt to determine the reason for absence and/or



provide the employee with an opportunity to give an explanation before terminating the position.

Redundancy

Wherever possible, notice of redundancy to the employee shall be at least four weeks but in no case less than 14 days. During the notice period, the employer and the union will meet to discuss and agree on the options available to the employees in the circumstances. Employees whose employment is terminated because of redundancy shall receive:

- Preference for re-employment, provided that the employee keeps the company informed of his/her address and of his/her wish to be re-employed.
- Assistance with job search, including the preparation of a C.V
- Counselling and budgetary advice.
- A certificate of service which will include the commencement date, description of duties performed and the reasons for termination.

Compensation for redundancy shall be based on the following table:

For employees of more than 12 months continuous service, 1 weeks' pay for each completed 12 months of service, up to a maximum of 10 weeks pay.

It is expressly agreed that the employer will not be liable for any additional redundancy or severance pay.

All compensation payments shall be calculated from the notified date of termination on the basis of the employees' ordinary weekly taxable earnings.

The payment of redundancy compensation shall be contingent on the employee remaining at or available for work and performing their normal duties until the completion of the notice period.

Employees are not eligible to receive redundancy compensation if they are employed on casual, temporary or seasonal basis, nor where the employee has reached the specified age of retirement, nor where the employee has less than 12 months service.

Employers shall not be liable to pay redundancy compensation where the closure or curtailment of the business is attributable to war, civil disturbance, flood, fire, earthquake or other act of God.

4.8 Continuity of Employment

If the employer sells, 'contracts out', transfers, leases any -or part - of their directly owned and Managed businesses or losses the Management Contract where they are the Management Company of one of the facilities owned by another legal entity, the employer where it is able give the Union reasonable advance notice of not less than four weeks of this change. If not practicable, the union will be notified as soon as the changed status is finalised between the parties concerned.

Should an event stipulated in 4.8.1 occur, the Employer will endeavour to:

- a) transfer the worker to a suitable alternative position on the same terms, conditions and rate of pay within Heartland/Scenic Circle Hotels.
- b) ensure that any Employees covered by this Agreement receive the option to elect to transfer to the new Employer on a continuous employment basis, in their current or another position on substantially the same terms, conditions and rate of pay.

Where either 4.8.2(a) or (b) occurs the employee will not be entitled to redundancy, however if neither occur the employee will be entitled to redundancy as per Clause 4.7.3.2.

5 HOURS OF WORK

5.1 The ordinary hours of work shall not exceed forty (40) in any one week.

Eight Ordinary Hour Day

No more than eight ordinary hours shall be worked in any one day except as provided for under the ten hour option.

Ten Ordinary Hour, Day

As an alternative, by mutual agreement, the hours of ordinary time may be worked on a ten ordinary hour day on any four days of the week. It is the intention that the ten hour day is to be worked within a span of eleven hours but by mutual agreement this can be extended to twelve hours.

Five Day Ordinary Week

No employee shall be rostered to work more than five days in any one week except by mutual agreement.

Any work performed outside these hours shall be paid at overtime rates.

5.2 Additional Hours

Any additional hours that become available will first be offered to existing employees (who have the appropriate skills to perform the work_ before new employees are hired.

If more than one employee accepts the offer of additional hours the employee with the most relevant skills will be entitled to receive the additional hours.

5.3 Agreed Hours of Work

The Employer will formalised the agreed hours with each employee. This will include guaranteed hours for each week and guaranteed shifts per week and (if required) any variation of hours that may be required for an on/off season.

There will be a relationship between a number of shifts and the minimum hours of work offered to new employees.

Employees have the right to refuse any hours in addition to their guaranteed hours with no detriment.

Employees will be rostered over 5 days fairly.

5.4 Review of Agreed Hours of Work

Any employee may request a review to determine his/her guaranteed hours and shifts per week. If requested, the Employer will review the past 52 full weeks that the employee has worked and determine an average amount of hours and shifts that the employee has worked per week.

The employee can request that 80% of his/her average hours of work and shifts are guaranteed in his/her agreed hours of work as per section 61 of the Employment Relations Act 2000.

The employer can decline this request where there are genuine reasons based on reasonable grounds. Any agreement will be recorded in writing.

5.5 Span of Hours

The ordinary hours of work for all employees shall be worked within a span of 12 consecutive hours.

Only by mutual agreement may this span be increased.

No live out employees shall be brought back to work after their days work is finished until an interval of at least nine hours off has been completed. In the case of live in employees or those who live within one kilometre by road of the workplace the minimum interval between shifts shall be eight hours.

On any occasion when an employee is required to work after the expiration of 12 hours (or under clause 5.2.2) from their starting time the work shall be deemed to be overtime and be paid for at the overtime rate specified.

5.6 Rostered Days Off

Employees engaged on a weekly schedule of *five* eight hour days shall be allowed two full days, each of 24 consecutive hours, off work in each week. Where practicable such days shall be consecutive.

Employees engaged on a weekly schedule of four ten hour days, shall be allowed three consecutive full days in each week. When practical two days off can be consecutive with the third rostered separately.

All employees will be rotated fairly on the weekends.

5.7 Ordinary and Overtime Rates

The employer may schedule reasonable overtime as required.

The overtime shall be calculated on a daily basis.

Overtime shall be paid for at time and a half of ordinary rates for the first three hours and double time thereafter for overtime worked in excess of ordinary hours.

Any time worked on a rostered day off shall be paid for at double ordinary rates with a minimum of three hours.

Any overtime worked on a statutory holiday shall be paid for at double ordinary rates.

No payment of overtime shall occur for work on a rostered day off, where an employee was absent on a rostered day(s) and by mutual agreement makes up their outstanding ordinary hours of work by working on one or both of their rostered days off within that week. Overtime is payable after the completion of 40 ordinary hours.

By mutual agreement paid time off in lieu may be substituted for irregular overtime.

This agreement will require all overtime to be authorised prior to commencement and signed authorisation on completion.

For the purpose of clarity, ordinary and overtime rates are payable in accordance with the table as set out below:

Ordinary Time	Time and a Half
First eight (or ten) hours rostered working day.	Overtime on any day that exceeds a normal eight (or ten) hour day.

First 40 hours per working week.	Overtime on any week that exceeds a normal 40 hour working week.
----------------------------------	--

5.8 Meal Breaks

Employees shall not work more than five hours continuously without an uninterrupted interval of not less than half an hour for an unpaid meal break during which a meal shall be available free of charge. Should the meal break be interrupted for work reasons, the employees shall be allowed to continue their break as soon as it is convenient to complete it.

- 22 hours - 1 5 min rest break
- 24 hours - 30 min meal break (unpaid)
- 26 hours - 2x15 min rest breaks
- 2:10 hours - 3x15 min rest breaks
- 2:12 hours - 2x30 min meal breaks (unpaid)
- 2:14 hours - 4x15 min rest breaks

Where the Employer is unable to provide a meal for an employee the employee will be entitled to receive a \$10.00 allowance per occasion.

Employees on a 10 ordinary hour day schedule shall have two uninterrupted unpaid meal breaks.

Where the majority of ordinary hours worked fall between 11:00pm and 7:00am and employees are required to remain available for work during their meal breaks, the break shall be paid for at ordinary time rates.

In food and beverage outlets the normal time of taking meal breaks as set out above may be varied.

5.9 Rest Breaks

A fifteen minute break shall be allowed to all employees at a mutually agreed time, in or near the middle of each four hour work period.

Tea and coffee shall be available free of charge at both rest and meal breaks.

5.10 Rosters

A roster of days on including start and finish times to be worked for each employee shall be displayed in each department at least seven days in advance. Changes within seven days may be made by mutual agreement.

6 LEAVE

6.1 PublicHolidays

There are 12 public Holidays to which every employee is entitled to should that be the employee's normal day of work. As the Industry works 365 days of the year, public holidays will be observed on

the days they actually fall.

If the holiday falls on a weekend, and the employee doesn't normally work on the weekend, the holiday is transferred to the following Monday or Tuesday so that the employee still gets a paid day off.

If they work on that Monday or Tuesday, they receive the payments and alternate Holiday as per Clause 6.1.9.

If the holiday falls on a Saturday or Sunday and the employee normally works on that day, then the holiday remains at the traditional day and the employee is entitled to that day off on pay. If they work on that Saturday or Sunday, they receive the payments and alternate Holiday as per Clause 6.1.9.

An employee cannot be entitled to more than four public holidays over the Christmas and New Year period, regardless of his or her work pattern.

Where a Statutory Holiday falls on a day when the Employee is normally required to work and the Employee works on that day, the Employee shall be paid at **Time and a Half** [T.1.S] his/her ordinary rate of pay for all the hours worked on the day **plus** they shall receive an **alternate holiday**.

The **alternate holiday** will be paid at **relevant daily rates** for the hours employed to work on the day the lieu day is taken (or not less than the actual hours worked on the Statutory Holiday concerned) and should be taken within one year of entitlement.

A worker's **alternate holiday** shall be given and taken at a time mutually convenient to the workers' and the employer that has regard for the individual employee's needs for rest and recreation but necessarily is suitable to the work requirements of Employer. If no mutual written agreement is reached then the worker shall give the Employer at least 14 days' notice of her/his holiday/s. If the Holiday has not been taken within 12 months of becoming entitled, the Employer may give 14 days notice of when the holiday is to be taken, or the Employer and Employee may negotiate a monetary settlement.

Where a Statutory Holiday falls on employee's rostered day off then the Employee will arrange an alternative day off on 'relevant daily pay' by mutual agreement.

Where a worker is normally employed on a day on which a Statutory Holiday occurs and the employer does not require that worker's services on that day, the employee will be entitled to be paid at their relevant daily pay rate not exceeding 8 hours, when out of the last four weeks they have worked two or more of the particular days which the statutory day in question falls.

All other provisions concerning Statutory Holidays shall be in accordance with the Holidays Act 2003.

6.2 Annual Holidays

As provided for in the Holidays Act 2003, an employee shall be entitled to four weeks annual holiday per annum after the completion of the first year of service. The holiday shall be taken by mutual

agreement.

- Any employee, who regularly works a majority of ordinary hours between the hours of 11:00pm and 7:00am, shall be entitled to an additional week's annual leave per annum, in addition to the entitlements above.

All annual leave will be paid at the greater of Ordinary Weekly Pay or Average Weekly Earnings. For the purposes of defining a week when Annual Leave is taken the calculation will be the average number of hours per calendar week across the previous 13 weeks. This is to ensure an employee cannot be deducted more than 1 "weeks" AL in one week.

Payment for untaken holidays on termination shall be calculated using the method defined in the Holidays Act 2003.

The payment for annual holidays may be by direct credit on a weekly basis or by full payment prior to the holiday.



6.3 Special Holidays for long Service

After the completion of 10 years service with the same employer, one special holiday of one week shall be provided to be taken in the year of entitlement.

After the completion of 15 years service with the same employer, one special holiday of two weeks shall be provided to be taken in the year of entitlement.

After completion of 20 years service one special holiday of two weeks shall be provided to be taken in the year of entitlement.

After the completion of 25 years service one special holiday of three weeks shall be provided to be taken in the year of entitlement.

Special holidays provided for in this clause are one off entitlements and are forfeited if not taken in the year of entitlement. Such holidays shall be arranged by mutual agreement.

If an employee, having become entitled to a special holiday, leaves their employment before such a holiday has been taken in the year of entitlement, they shall be paid in lieu for that holiday.

The provisions of the Holidays Act 2003 include that where a public holiday occurs at the time of annual and special holidays, the requirements to provide an additional day for the public holiday must be recognised.

6.4 Sick Leave

Employees shall be entitled to paid sick leave at the rate of 10 (ten) days per year of service. There will be no entitlement to paid sick leave within the first six months of service. A maximum of 20 (twenty) days may be accumulated.

An employee may take sick leave if-

- a) the employee is sick or injured; or
- b) the employee's spouse is sick or injured; or
- c) a person who depends on the employee for care is sick or injured.

In repeated cases of absences due to sickness the employer may require or may demand the production of a medical certificate as proof of illness. For any absences of three (3) consecutive days or more due to sickness the employer may require or may demand the production of a medical certificate as proof of illness. If adequate evidence is not produced, the employer may refuse payment.

Sick leave shall not be paid in respect of any public holiday or other day for which the employee is already receiving pay.

If the amount of sick leave being taken by an employee causes difficulties for the hotel and raises with the employer the question of whether or not the employee agreement of employment is being frustrated by this leave, then at the employer's initiative, there will be consultation between the employer, the employee and the union. The nature of the problem will be determined and the

appropriate steps will be taken to resolve this matter. These steps may include obtaining further medical advice at the employer's expense.

The employee is required to give the maximum amount of notice of an absence due to illness, preferably at least two hours prior notice to the normal starting time. The employer shall set out a clear procedure as to whom the employee shall notify. Where absence is expected to be more than one day the employer must be advised of the expected days of their return to work. The purpose of the notification is to enable the establishment to secure replacement staff as necessary.

Part time employees have full sick leave entitlement in terms of days off work, but they will only receive payment for these days based on their normal hours of work.

6.5 Bereavement Leave

On production of satisfactory proof, an employee is entitled to bereavement leave where they have either six months current continuous service with the Employer or as per section 63(1)b of the Holidays Act 2003 and shall be entitled to:

A maximum of three (3) days leave on relevant pay on each occasion on the death of the Employee's spouse, parent, child, brother or sister, grandparent, grandchild, and spouse's parents, and in the case of the employee or their partner/spouse suffering a miscarriage or stillbirth.

One day's bereavement leave, on each occasion, will be paid in the event of any other person where the employer accepts that the employee has suffered a bereavement having regard for relevant factors including:

The closeness of the association between the employee and the deceased
The extent, if any, to which the employee has to take "significant responsibility" for arrangements for the ceremonies relating to the death

Any cultural responsibility of the employee in relation to the death

Part time employees have full bereavement entitlement in terms of days off work, but they will only receive payment for these days based on their normal hours of work.

6.6 Parental Leave

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

6.7 Family Violence Leave

In accordance with the Holidays Act 2003, employees affected by family violence will be entitled to a maximum of 10 days paid leave each year (Family Violence Leave) and/or may also request in writing a short-term (up to two month) variation of their working arrangements for the purpose of assisting the employee to deal with the effects of being affected by family violence (Flexible Working Arrangements). The Employer will respond to a request no later than 10 working days after receiving it. Unused Family Violence Leave does not carry over from year to year and is not paid out on

termination of employment.

An employee is entitled to Family Violence Leave regardless of how long ago the family violence occurred and even if the family violence occurred before they became an employee. An employee must notify their Employer as early as possible before they are due to start work of the intention to take Family Violence Leave; or if that is not practicable, as soon as possible after that time.

The Employer may require proof that an employee is or has been affected by family violence before paying for Family Violence Leave or making a decision on an application for a Flexible Working Arrangements. A request for proof will be made within three days of receiving a request for Flexible Working Arrangements.

6.8 Jury Service

Employees called to jury service are to be allowed time off from work.

Payment for time off work will be the difference between ordinary pay and jury fees excluding reimbursements payments paid by the court, provided the employee produces evidence of fees paid immediately after jury duty is completed.

Make up payments shall be limited to a maximum of 10 days in respect of each separate period of jury service.

6.9 Tuition

Where, with the employers prior approval, an employee attends an industry recognised course during working hours, they shall be allowed time off without loss of ordinary pay on producing satisfactory proof of attendance. Where the employee completes the course successfully, the employer shall reimburse the costs of tuition and examination fees.

Where an employee terminates their employment within twelve months of having tuition and examination fees paid on their behalf, the employee shall reimburse the employer the fees outlaid by deduction from their final pay.

6.10 Employment Education Leave

The employer will release an employee/s bound by this collective agreement on paid education leave when requested by the union. In accordance with the requirements of the Employment Relations Act (ERA) Employment Relations Education Leave (EREL) provisions. The annual allocation of paid education leave for employees bound by this collective agreement will be 12.5 days in total per year, as provided for under the ERA EREL provisions. Such annual allocation will be confirmed by the union before 31st March ^{ijj} each year.

The employer agrees to allow Union Delegates to attend the Unite Union national conference. They number of delegates will be based on the same calculation as educational leave.

Delegates who attend the Unite National Conference do so over and above the Employment Relations Education Leave.

7 PAY AND BENEFITS

7.1 Job Classification and Wages

Employees shall be classified and paid in accordance with Schedule 1 of this agreement.

The employer shall pay the employee the rates of wages set out in clauses 5 and 12, and in Schedule 1 to this agreement.

This agreement shall not be applied so as to reduce the hourly rate of a current employee below that applicable in the three months prior to this agreement coming into effect.



7.2 Payment of Wages

Wages will be paid weekly by direct credit to no more than two bank accounts nominated by the employee.

Wages will be paid within 48 hours of the end of the pay period, but no later than Thursday in any week. Wages to be able to be drawn from an employee's bank account at the commencement of the third business day after the end of the pay period (except in remote locations where an additional day should be allowed and at the request of the employee payment by cheque will be made within 48 hours).

The employee will be supplied with a statement for each pay period detailing the calculation of earnings and the deductions made from the wages.

Deductions may be made from the weekly wages for time lost through default, sickness, accident, board and lodgings, leave, non-return of a provided uniform, and shall be made for any other deduction requested in writing by the employee, such as superannuation and union fees.

7.3 Unpleasant Duties

A one-off payment of \$35.00 gross is payable where the Head Housekeeper, General Manager or another representative of hotel management judge a piece of work to be outside the reasonable expectations of the role and is unpleasant in its nature or outstandingly demanding.

Examples of an unpleasant duty include, but is not limited to;

- The removal of vomit or excreta (faecal matter) deposited outside of a toilet bowl
- Handling of unreasonably soiled bed linen and towelling
- Removal and or cleaning of bodily fluids
- Any duty or task identified as unpleasant by a representative of hotel management

For significantly unpleasant or outstandingly demanding duties a one of payment of \$50.00 gross is applicable.

All instances must be recorded on the team members timesheet and countersigned by a representative of hotel management.

8 EQUIPMENT, UNIFORMS AND FACILITIES

8.1 Staff Facilities

Adequate staff facilities shall be provided for use of all staff on duty.

Any food and beverage provided to employees in accordance with this agreement are for staff use on hotel premises only.

Adequate toilets, showers and first aid kits are to be provided in accordance with the Health and Safety in Employment Act 1992 its amendments and regulations. Clean towels are to be provided for the use of all employees.

A suitably equipped and ventilated dining room shall be provided by the employer, this is to be

available to all employees for meal and rest breaks.

8.2 Uniforms and Equipment

Protective clothing shall be supplied by the employer as required by Legislation.

Where a full time employee fails to return any part of a uniform on termination of employment or loses any part of the uniform during employment, the employer shall be entitled to deduct from their wages the original cost of the uniform to the employer less one-twelfth of each month that it has been issued. When genuine, loss or theft before termination of employment occurs through no fault of the employee, no deduction will be made.

In the case of part-time and/or casual employees, uniforms are either to be issued at the beginning of each period of employment and returned at the end of that period, or If provided with a uniform which they retain the employer may deduct a deposit of a maximum of \$20 from the first two pays on the signing of a receipt by the employee.

The employee must keep the uniform in reasonable condition and the employer may request its return at any time. On return of the uniform (In reasonable condition) the deposit shall be refunded to the employee. This arrangement to be advised to the employee prior to engagement.

The employer shall at all times throughout the period of employment advise employees on the standard of appearance expected in their hotels.

8.3 Outside Work

Wet weather clothing will be provided to staff members who are required to work out doors during wet weather. This clothing will remain on the premises of the hotels concerned.

9 HOTEL COMMITTEES

9.1 Occupational Health and Safety

Each hotel shall have a health and safety committee. The committee, in association with the human resources department, shall determine the location and contents of first aid kits. The committee shall, in association with the engineering department, also determine the location and maintenance of all fire fighting equipment and appliances. The health and safety committee shall have due regard to relevant legislation covering these areas. The committee shall set guidelines of safe working conditions for all employees.

The employer will establish and maintain work groups for Health & Safety and the number of representatives (HHAA will set the number of representatives) per department. The employer will notify the union of the establishment and any changes to workgroups (including their representative numbers).



The employer will notify the union of upcoming elections for Health & Safety representatives two weeks in advance.

All employees will receive training in fire, evacuation and emergency procedures and other health and safety issues at induction.

The Employer agrees that Health and Safety Representatives may attend Health and Safety training without loss of pay. Health & Safety representatives are entitled to attend 2 days of paid training per year. In the first year this will include Unit Standard 29315.

The employer recognises the provisions of the Health and Safety at Work Act 2015, and in particular guidelines on manual handling.

In particular, smoking will not be allowed in offices, public areas, vehicles or general premises of the hotel, in accordance with the Smoke Free Environment Act 1990 and Smoke Free Environments Amendment Act 2003.

9.2 Industrial Relations

In accordance with clause 2 Industrial Relations shall be conducted in a speedy and co-operative manner. Each hotel shall have an Industrial Relations Committee of not less than two employees elected by employees (and endorsed by the union as authorised representatives of the union) and two representatives of the employer.

The functions of the committee will be to resolve grievances, disputes outstanding matters and points of concern (other than health and safety issues). Meetings of the Industrial Relations Committee shall occur as necessary, but at least every three months.

10 FORMAL DISCIPLINE PROCEDURE

(Refer to Heartland Hotel Auckland Airport Disciplinary Process-Schedule 2)

11 DISPUTES AND PERSONAL GRIEVANCE PROCEDURES

11.1 Disputes and personal grievances shall be settled according to Schedule 3 of this Agreement.

11.2 Sexual Harassment

The parties to this agreement acknowledge that sexual harassment in the workplace is totally unacceptable and undertake that they will take whatever steps are necessary to prevent such practices.

12 TRAINING

12.1 General

Parties to this agreement agree that the emphasis is to be placed on training which is seen as vital for the industry's future success. The provision of qualified and unqualified rates for different classifications is designed to give an impetus to training.

It will be the responsibility of the employer to ensure that appropriate and adequate training is given to the employee. Employees for their part will be required to apply themselves conscientiously to the training provided. All training undertaken at the direction of the employer will be paid for at ordinary time rates, provided that it is relevant to the employee's particular job.

Employee can only be engaged in the step 1 rate where the following criteria are being met:

- a) The employer has a trainer specifically designated to oversee the training for that particular classification of employee.
- b) The trainer has an 'on the job' trainers certificate or equivalent and is recognised by the relevant Industry Training Organisation (ITO) as a qualified on the job 'trainer'.

Where the criteria above have not been met the employee will be paid the step 1 rate for a period not exceeding 12 weeks. For junior employees the period shall not exceed six months.

All employees engaged on step 1 will receive the appropriate documented training relevant to their position within the hotel.

13 EMPLOYEE REPRESENTATION

13.1 Right of Access

Authorised representatives of the union shall be permitted to visit the employer's establishment for the purpose of communicating with employees and supervisors regarding union business including recruitment and obtaining authority to act as representatives provided for in Section 20 of the Employment Relations Act 2000.

The employer shall afford the union the use of part of its existing employees bulletin boards for posting union notices. The parties recognise the separate provision of Right of Access by representation in Section 21 of the Employment Relations Act 2000.

This right of entry shall be conditional on:

The union official notifying a designated management representative in advance of the intention to visit the establishment, and the purpose of the visit. Where the purpose of the visit is recruitment, the union representative shall arrange an appropriate time and place to visit with the manager of the hotel before the meeting takes place.

On arrival at the establishment, the union official shall notify a designated management representative of his/her presence, produce proof of identity if required and outline the purpose and expected duration of the visit.

The union official shall take all steps to minimise any disruption caused by his/her visit to ensure that the employers business is not interfered with.

A standard letter has been agreed upon between the employer and Unite to be utilised where Unite have scheduled a day to be present in a hotel and invite employees to a meeting. Employees have the options to complete the letter responding that they would like to arrange a meeting time or decline the opportunity.

14 Union Information

The employer undertakes to provide all new employees covered by this agreement with detailed information on union services as provided by the union. As part of the induction procedure the new employee will be given the names of any union delegate(s).

The employer shall, if requested by the union organising secretary, supply a list of employees in each hotel covered by this agreement as soon as practicable.

14.2 Union Fees

Each pay period membership dues will be deducted from the wages of members of the Unite Union who are bound by this agreement. The Employer shall remit all deduct fees to the Union office monthly 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.

14.3 Union Provisions

The Employer acknowledges the role of Union delegates as employee representatives and they will be allowed reasonable time to carry out their duties, including recruitment, on behalf of their fellow union members.

The Employer agrees to allow Union delegates to meet in paid time (for no more than three hours per meeting) with each other and the Union Organiser every three months.

The Employer acknowledges that the Union has the right of access to conduct Union business. The Union commits to provide the Employer with reasonable notice before accessing the Employer's workplace.

The employer shall provide the union with space on staff noticeboards for the posting of union notices.

The Employer will release Employees bound by this agreement on paid employment relations education leave in accordance with the ERA 2000.

The Employer will provide all new Employees with an agreed letter which offers each Employee the option of joining the Union and becoming party to this agreement. The Employer agrees to distribute this letter to new Employees and return completed letter to Unite Union.

When transferring between Scenic Circle properties an employee's service with the brand will remain continuous. Union membership will also remain continuous. Scenic will include transfers between Scenic Circle properties in the monthly reports.



One Unite delegate may attend a two-day annual conference on full pay. The Employer will not be liable for any cost to the conference.

The employer agrees to have a union representative meet with the HOD once per annum to provide an insight into membership of Unite

14.4 Collective Employment Agreement Allowance

Employees who are members of Unite Union, or new employees who join the Unite Union and who continue to be continuous members of the Unite Union, shall be entitled to an allowance payment of \$4.00 (gross) per week actually worked for the purposes of contribution to the Unite Union Benefit Programme, paid to the employee on a weekly basis, in arrears.

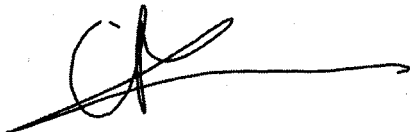
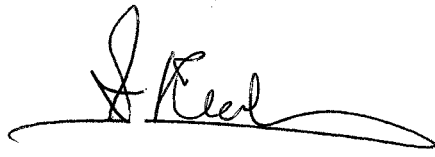
The net after tax Unite Union Benefit Programme payment shall be deducted by the Employer from the member employees' weekly pay and paid to the Unite Union on a monthly basis.

Unite Union agrees that the payment specified above will be lodged in a separate bank account set up for the purposes of the Programme. Further, the Unite Union agrees to deduct not more than 15% of the Programme revenue for the operation of the Programme. Further, the Unite Union agrees to provide the Employer with a set of accounts for the operation of the Programme detailing the revenue and expenditure.

Where an employee ceases to be a member of the Union or the member payment ceases to be made to the Unite Union Benefit Programme, the payment to the employee will cease.

Lotus Hospitality (NZ) Pty Limited
Authorised representative on behalf of
Employer

Unite Incorporated
Authorised representative on behalf of
Employees


.....
...
.....13/10/22
...

Dated this 5th day of October 2022



SCHEDULE 1

1 Employment Classifications and Wages

- 1.1 Employees shall be classified and paid in accordance with the schedule of minimum hourly rates in clause 1.4 of this schedule.
- 1.2 This is a minimum document, the grades and steps set out below are a guide for the employment classification of employees. The commencement classification of an employee is at the discretion of the employer.

1.3 Where a new waged job is introduced by the Employer which is not listed in Schedule 1, the Employer and the union will meet to discuss adding the new job and a minimum rate to this Agreement. The Employer will provide a position description and proposal relating to the remuneration level prior to the discussion being held.

GRADES: The progression through the grades is as follows:

Grade 1

Kitchen Attendant/Kitchen Hand
Handyman (unqualified)
laundry Attendant
Bartender
Porter
Cook (unqualified)
Assistant laundry Supervisor
Food and Beverage Attendant
Gardener
Minibar Attendant
Cleaner
Apprentice Chef
Driver
Hospitality Worker
Guest Service Agent

Grade 2

Room Attendant
Night Porter
Assistant Restaurant Manager
Cook (part qualified) Receptionist
laundry Supervisor
Reservation Supervisor
Restaurant Host/Cashier
Senior Porter
Bartender (Special)

Grade 3

Restaurant Supervisor
Housekeeping Supervisor
Cook (fully qualified)
Commis Chef
Breakfast Cook
Head Bartender
Head Receptionist

1.3 STEPS

The following steps shall apply as provided in the attached schedules of minimum hourly rates, clause 1.4 (of this Schedule 1)

Step One Employees

Are employees who have no relevant professional experience for the position for which they have been employed. Employees remain on this step to complete a period of six months accumulated professional experience.



Step Two Employees

Are employees who have at least six months relevant professional experience in the position for which they are employed. Employees remain on this step for a period of 12 months work within hotels covered by this agreement.

Step Three Employees

Are employees who have completed 18 months relevant professional experience for the position in which they are employed. Employees remain on this step until they have completed three years service within the hotels covered by this agreement.

Step Four Employees

Are employees who have completed three years within the hotels covered by this agreement. Professional experience is defined as employment within the hospitality industry.

An employee who works between the hours of 11:00pm and 7:30am shall be entitled to be paid the hourly rate of the equivalent step of the next higher grade.

1.4 HOURLYWAGE RATES

Schedule of Minimum Hourly Rates until 30th June 2020

	Step 1 (0-6 months)	Step 2 (6-18 months)	Step 3 (18-36 months)	Step 4 (36 months+)
Grade 1	\$22.50	\$23.10	\$23.65	\$24.15
Grade 2	\$23.00	\$23.65	\$24.05	\$25.71
Grade 3	\$24.00	\$24.50	\$25.15	\$26.54

If an employee starts on any step greater than step 1 due to their previous experience, they will remain on that step until the duration of the maximum months stated at each step prior to an increase.

SCHEDULE 2

1 DISCIPLINARY PROCESS

1.1 Policy

It is Heartland/Scenic Circle Hotels policy that all disciplinary and dismissal action shall be taken fairly, promptly, consistently and in conformity with the procedures that are detailed in this process.

Objectives

With the exception of summary (instant) dismissal, the objectives of the disciplinary process are to:

Identify (to the employee) unacceptable behaviour and/or unsatisfactory work performance.

Give the employee (through a warning system) the opportunity to modify or correct such behaviour and/or attain and maintain an acceptable standard of work performance.

Ensure that disciplinary or dismissal action is taken where unacceptable behaviour and/or work performance persists.

For this process to work effectively, all managers and employees need to be aware of the required standards of work performance, rules and codes of conduct that apply to their specific work area.

1.2 ProceduralSteps

- Complaint or incident evaluated by appropriate Manager.
- Interim investigation undertaken to establish whether any action is required - this step may require informal interviews with the appropriate witness, etc, and/or the employee concerned.
- Evidence of allegations or matters complained of put formally to the employee who is in turn asked for an explanation on the matter.
- Prior to any discipline interview, the employee is to be advised that they should have an employee representative or a work associate present.
- Consideration given to all factors including the need to suspend and the probable course of disciplinary action if the misconduct charges are substantiated.
- Employee suspended -where appropriate.
- Misconduct charges investigated with full consideration being given to representations from the employee, and other parties such as witnesses and employee representative.
- Any further or new evidence arising out of the investigation to be put to the employee for further opportunity to explain.
- Decide on disciplinary action in consultation with the Group Human Resources Manager who may consult with an appropriate external resource if necessary.
- Implement (See Appendix 1)

1.3 Conduct Warranting Disciplinary Action

Warnings

A warning may be given for conduct such as (for example but not limited to):

- Persistent absenteeism or poor time keeping
- Unsatisfactory work performance, including unsatisfactory general housekeeping within the administration and hotel environment
- Failure to observe and follow quality procedures, general safety and/or health rules

- Misuse of company vehicles, property, information or services
- Use of obscene, abusive or offensive language
- Behaviour of a discriminatory or offensive nature
- Sexual harassment
- Security procedure breaches
- Breaches in confidentiality

Dismissals With Notice:

May occur where unacceptable behaviour or unsatisfactory work performance persists following written warnings.

Summary (Instant):

May be appropriate in any of the following situations (for example but not limited to):

- Non disclosure of any material matter and/or the submission of false information in relation to an employee's application for employment.
- Failure to observe general health and safety rules which could thereby endanger the health and safety of the employee or others.
- Unauthorised possession of company or other employees' property, on (or away from) Heartland/Scenic Circle Hotels premises.
- Unauthorised and/or misuse of company vehicles, property, information or services.
- Disqualification from driving where the employee is required to drive a vehicle to fulfil their employment obligations.
- Consuming or being affected by intoxicating liquor while at work, on company premises (except for authorised company functions) or in company vehicles.
- Possession of illicit drugs while at work, on Heartland/Scenic Circle Hotels premises, or in company vehicles.
- Consuming or being affected by solvents and/or drugs while at work, on company premises or in company vehicles, except for medication which is taken in accordance with a registered medical practitioner's instruction.
- Use of obscene, abusive or offensive language.
- Discriminatory or offensive behaviour.
- Sexual harassment.
- Security procedure breaches.
- Refusal to obey a lawful or reasonable instruction.
- Walking off the job without authority or good cause.
- Falsification of company records.
- Damaging company property.
- Disorderly conduct.
- Violent behaviour.
- Endangering other Heartland/Scenic Circle Hotels employees.
- Conduct that is likely to bring Heartland/Scenic Circle Hotels name or image into disrepute.
- Unauthorised absence in defiance of a declined request for leave or continued absence after being requested to return to work.
- Negligence in the undertaking of duties.
- Other misconduct deemed to be of a serious nature.

Where an employee has been convicted and gaoled for any offence, the employer will decide whether the employee's position will be terminated due to frustration of contract.

Note:

Misconduct committed outside working hours, which could bring the name of the company into disrepute, may also warrant summary dismissal action.

1.4 Factors to Consider

When disciplinary action is considered, the following factors are taken into account:

- Employee awareness regarding the Employers expectations on conduct and work requirements.
- The severity of the infringement.
- The seriousness of the problem.
- The frequency and nature of the problem, ie. is the problem:
 - A first or isolated offence.
 - A repetition of a previous offence.
 - Part of a continuing pattern of unacceptable behaviour or work performance.
- As a general rule previous disciplinary instances should only be taken into account where they materially add or are relevant to the case currently under consideration. If it is not relevant or recent it should be disregarded.
- Employee's work record.
- The length of employment and the quality of the employee's work.
- Precedence - how have similar cases been handled in the past?
- Extenuating factors, ie. personal problems, or provocation.

1.5 Suspension From Duty

The suspension of an employee may be appropriate for the protection of Heartland/Scenic Circle Hotels interests and to allow for a proper investigation of the incident prior to the implementation of any disciplinary action.

These investigations may be carried out separately or in conjunction with the Manager concerned, together with the assistance of outside organisations. Taking time to investigate and to gather all the facts ensures any resulting decision is considered only after an evaluation of all relevant issues. While it is generally accepted that suspension from duty should only proceed if dismissal is the probable outcome, Heartland/Scenic Circle Hotels may, depending on the circumstances, insist that an employee not remain at work while an investigation is made into their alleged misconduct:

- On the grounds of safety
- In the interests of security
- To reduce the emotive element
- To take any "heat" out of the situation where other employees are involved.

The duration of suspension should be kept to a minimum and will be at the ordinary rate of pay. Employees are to be notified of their suspension in writing.

1.6 Employee's Explanation

The employee must be given fair and reasonable opportunity to respond to any misconduct allegations. All responses from the employee are to be thoroughly investigated and fully considered with an accurate record being kept.

1.7 Disciplinary Action Not Required

Where an investigation reveals that no disciplinary action is required, the employee shall be advised that the investigation has been completed, and that in regard to the particular incident Heartland/Scenic Circle Hotels has decided no disciplinary action is required and that this matter is now closed and will not be used to their disadvantage at a future date. Any documentation relating to the incident will not be placed on the employee's personal file.

1.8 Selection of Disciplinary Action

Disciplinary action may be implemented once it has been established, (through investigation), that an employee has committed some form of misconduct and that the employee has had an opportunity to defend such allegations. Such disciplinary action may include:

1. Counselling
2. A warning
3. Dismissal, with notice
4. Summary (Instant) Dismissal

The Human Resources Manager should be consulted prior to the implementation of any dismissal action.

1.9 Counselling

When less serious infringements of the organisations rules, policies and procedures occur that do not warrant formal disciplinary action, employees should be counselled and a full record is to be kept of any discussions that take place. It may be necessary to invite the employee to also seek assistance from an external organisation if it is through that influences from their domestic circumstances or their health are impacting on work performance etc.

1.10 Warning Procedures

First Offence Warning:

The first offence warning is, in effect, an early warning system and is to be given on the first occasion that an infringement not warranting a written warning occurs. This must be recorded in writing.

A formal interview should be arranged between the employee and the employee's immediate manager or general manager. The employee is to be advised prior to the interview so that they may also have an employee representative or a work associate present at the interview.

A note to the effect that a first warning was given, together with the date and reason for that warning, is to be made. (See Appendix 3 - Record of first offence warning, of this collective agreement). The employee concerned is to sign the note and sign as having done so. A copy of the record must also be attached to the employee's personal file. This warning shall remain on file for six months.

The initial warning procedure does not end with the conclusion of the interview, as the object of a warning is to return the employee to an acceptable standard of behaviour. Therefore the employee's services/conduct are to be reviewed and any improvement is to be noted and acknowledged

Written Warning (Second Offence):

A written warning may be given were:

The misconduct is of such a nature that a first warning is inappropriate, or
The employee again transgresses after a first warning is in place.

The written warning (second offence) should be preceded by an interview with the employee, a manager and where appropriate, a witness. The employee is to be advised prior to the interview that they may also have an employee representative or a work associate present at the interview.

The written warning should include:

A statement of the problem
Identification of any company policy, rule or procedure that has been breached
Reference to any previous first warning(s) issued and the date given
Consequences resulting from the infringement
Corrective action required of the employee
Proposed action by the employer, failing corrective action.

A copy of the written warning must be attached to the employee's personal file. This warning shall remain on file for six months. (See Appendix 3 - Record of Written Warning, of this collective agreement).

1.11 Dismissal Procedures

Dismissal may be appropriate where the employee again transgresses after formal warnings have been issued or summary dismissal may be appropriate where the offence once fully investigated is considered to be of such a nature as to warrant instant dismissal without the need to follow the warning procedure.

Human Resources manager is to be consulted prior to the implementation of dismissal. (See Appendix 2- Dismissal Checklist, of this agreement)

1.12 Conclusion

As indicated earlier, the objective of discipline is always to return the employee to an acceptable level of behaviour or work performance. Dismissals are a last resort.

Employees have a right under the Employment Relations Act 2000 to take a personal grievance against their employer on a number of grounds including the claim that any dismissal or any warning is unjustified. The responsibility rests with Heartland/Scenic Circle Hotels to provide that any decision to dismiss or impose any disciplinary action was warranted in substance and that the decision was arrived at in a procedurally fair manner. Careful consideration of this disciplinary code, particularly the paragraph "factors to consider" should ensure that the incidence of personal grievance claims are minimised.

Appendix 1

Formal Disciplinary Procedure

This is the formal disciplinary process, which is to be implemented, where an employee has failed to respond to informal discussions.

Counselling and Retraining

If an employee is performing below standard, the employer will only take formal disciplinary action after the employer has given the employee the opportunity of counselling and/or retraining where appropriate and after having reviewed the employees expected performance standards.

If the employee continues to perform below standard, or if the employee has acted in breach of house rules, then the employer will take the following steps:

Step One: First Warning

The employer will issue the employee with their first warning if the employee continues to perform below standard or is in breach of house rules. The warning shall remain on file for six months.

Step Two: Second Warning

The employer will issue the employee with a second warning if the employee persistently performs below standard for which they have been previously warned, or if repeatedly behaved poorly and that behaviour is sufficiently serious enough to warrant a further warning. The warning shall remain on file for six months.

Step Three: Third warning

The employer will issue a final warning where an employees performance is persistently poor despite previous warnings being issued in writing, or if they have repeatedly breached house rules, and where instant dismissal is not warranted, but where an employees behaviour is sufficiently serious enough to warrant a final warning. The warning shall remain on file for twelve months.

Step Four: Dismissal

If an employee fails to comply with the final written warning or where the offence is of such a serious nature that it warrants dismissal.

SCHEDULE 3

1 DISPUTES AND PERSONAL GRIEVANCES

Where an employment relationship problem arises (including personal grievances, a dispute about the interpretation, operation or application of the Collective Employment Agreement and arrears of wages), the employee or employees shall have a right to take the following steps:

Raise the employment relationship problem with the employer. It is recommended that the employee/s have a representative which may be a Union delegate or Union official present at any meeting with the employer.

Note if the employee is raising a personal grievance (unjustified dismissal, unjustified action, discrimination, sexual harassment, racial harassment or duress) the employee must raise the personal grievance with the employer within 90 days beginning with the date of the dismissal or action, or the date of the dismissal or the action came to the employee's notice, whichever is the later.

The employee can raise the personal grievance in writing by making the employer aware that they have a personal grievance which the employee wants the employer to address. It is preferable that the employee having raised the grievance seek representation.

If the employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the Ministry of Business, Innovation and Employment for mediation service assistance. This may include:

- provision of information or explanations as to where information can be found by way of telephone, fax, e-mail or internet;
- provision of information through pamphlets, brochures or booklets;
- specialist services, including mediation hearings and meetings.

If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

Remember - seek advice from your Union if any employment relationship problem arises and you are unsure what to do.

