

# **Collective agreement**

**01 April 2026 - 31 March 2028**

## **Parties**



**Unite Union Manatōpū**

**and**



**Light House Cuba Limited & Light House Petone Limited**



Unite is a trade union for hospitality workers in Aotearoa - New Zealand.

We are a democratic community of workers who have banded together to increase the power we hold in our workplaces. Our past victories include getting rid of zero-hours contracts, defeating youth rates, and winning back tens of millions in incorrectly paid annual leave.

We've got each others' backs too, union delegates are the power-balance to unfair management. From favouritism in our workplaces, to bullying and unfair disciplinary action, Unite delegates support and fight for the rights of our members.

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## **1. PARTIES**

- 1.1. This is a multi-employer Collective Agreement which binds and is enforceable by:
- Light House Cuba Limited (“the Employer” or “the company”); and
  - Light House Petone Limited (“the Employer” or “the company”); and
  - Unite Union Incorporated (“Unite” or “the union”).

## **2. COVERAGE OF THIS AGREEMENT**

- 2.1. This Agreement shall cover those Employees of Light House Cuba Limited and Light House Petone Limited who are, or who become, members of Unite Union and who are employed to undertake the following positions:
- Cinema Attendant
  - Shift Supervisor
  - Senior Shift Supervisor
  - Office Assistant (temporary role)

### **New Employees**

- 2.2. A new Employee, whose work falls within the coverage of this Agreement, will be employed in accordance with the provisions of the Employment Relations Act 2000 (“the Act”) that relate to an employer who is a Party to the Collective Agreement.
- 2.3. The Employer will advise a new Employee that it is a Party to a multi-employer Collective Agreement with Unite Union and provide details to the new Employee on how to contact Unite.
- 2.4. A new Employee shall be employed on a permanent agreement basis except in the case of an Employee engaged on a fixed term basis for genuine reasons. An Employee may choose to move to a casual employment agreement by mutual agreement with the Employer.

### **Savings**

- 2.5. Nothing in this Agreement shall operate to reduce the wages and conditions of employment applying to an Employee covered under this Agreement at the date of its commencement.

## **3. TERM**

- 3.1. This Agreement shall commence on 01 April 2026 and shall expire on 31 March 2028.

## **4. NATURE AND INTENT OF THIS AGREEMENT**

- 4.1. The Employer parties each own and operate a Cinema complex and provide entertainment services to the public, including sales of snacks / foods and alcoholic beverages. The Cinemas are licensed premises. The provisions of the premise licence and the Sale and Supply of Alcohol Act 2012 shall apply to all staff during their work hours. A Duty Manager will be on duty when alcohol beverages are being sold and or served.
- 4.2. The parties agree that they have a common interest in:
- Working together to ensure the efficient and profitable operation of the Employer's business operation; and

- Developing and maintaining a working environment where there is mutual trust and co-operation between the Employer, its Employees and Unite Union, and where all dealings between these parties are conducted in good faith.

4.3. Under this agreement, an Employee shall:

- At all times comply with the lawful and reasonable instructions issued by the Employer, and comply with all rules, policies and procedures established for the conduct of Employee, the operation of the business and the undertaking of their role(s);
- Devote all his/her working hours and best endeavours to performing the duties as advised and according to the Employer's instructions;
- At all times maintain an acceptable standard of dress and appearance (where applicable, the Employee will be advised of any specific uniform requirements with which he/she must comply); and
- Read all applicable and position related information supplied by the Employer and make all reasonable efforts to remain conversant with information affecting the Employer's industry and relevant to the Employee's position.
- Act professionally in carrying out their duties, and treat co-workers and customers with respect
- Take all reasonable precautions while at work to ensure their own safety, the safety of colleagues, customers and visitors

4.4. All parties agree to comply with the provisions of any new employment legislation that comes into effect during the term of this Agreement.

#### **Variations**

4.5. This agreement (including Appendices) may be varied in writing where all parties are in agreement, and where such variation is signed by all parties. All parties will hold copies of any Variation to the Agreement. In the event of no variation being agreed in writing, the provisions of this Agreement shall apply unabated. The Union ratification process for any agreed variation will be 50% plus 1 accepted by the Union members who vote.

### **5. REMUNERATION**

5.1. The rates of pay are scheduled as **Appendix A**, annexed to this agreement. An Employee's rate of pay will be confirmed in writing. The pay week is from the start of work on Thursday and ends at the end of work on Wednesday.

5.2. An Employee's wages shall be paid weekly, in arrears, by direct credit to an account or joint account standing in the Employee's name, by the end of Thursday.

#### **Deductions from Wages/Salary and/or Final Pay**

5.3. Deductions may be made from an Employee's wages and/or final pay in accordance with the Wages Protection Act 1983, and including the following circumstances:

- where applicable, for time lost by sickness, accident, the Employee's default or for leave without pay;
- by agreement between the Employer and the Employee;
- as otherwise provided for in this Agreement or by legislation;
- in the event of an overpayment to the Employee;

- From final pay for any unreturned protective clothing, uniforms, equipment, or any other property, or any debt (reasonably) believed by the Employer to be owing to the Employer (for e.g. Employee purchases against a company account).

## 6. HOURS OF WORK

- 6.1. An Employee's ordinary hours of work may be worked on any day Thursday to Wednesday inclusive, including Public Holidays, and are subject to the running time of the films being shown and or event/s scheduled.
- 6.2. The number of hours that an Employee is contracted to work will be confirmed in the letter of offer, and they may be varied by mutual agreement between the Employer and the Employee.
- 6.3. An Employee's specific hours of work will be rostered weekly by the Employer. The Employee is required to check the roster no later than Wednesday for rostered shifts over the ensuring work period
- 6.4. The Employee may be offered additional work hours exceeding the agreed range of hours. Additional hours are subject to the following provisions:
  - The affected Employee's acceptance / agreement;
  - Additional hours of work will be offered to existing Employees in the first instance;
  - The Employee shall be paid their applicable rate for all additional hours worked;
  - Consistent hours of work above an employee's normal range of hours may result in their minimum hours being increased, upon request by the Employee and after consultation and agreement between the Employer and Employee.
- 6.5. Where the Employer and Employee have agreed prior to the commencement of the employment when the Employee is to be available for work, then the Employee's hours of work will be rostered within the Employee's availability. Availability can be updated by mutual agreement of the parties.
- 6.6. The Employer may offer fixed shifts to Employees which will be worked at the same time of the week , and may only be changed by mutual agreement. This Agreement does not provide for or imply any committed time span or timing of hours to be worked, which shall be as directed by the Employer's roster
- 6.7. Paid and unpaid breaks are as follows:.

If a shift is between 2 to 4 hours	1 x 10 minute paid break
If a shift is between 4 to 6 hours	1 x 10 minute paid break 1 x 30 minute unpaid meal break
If a shift is between 6 to 10 hours	2 x 10 minute paid breaks 1 x 30 minute unpaid meal break

Break times will be allocated to Employees on their shifts

- 6.8. If an Employee remains on site for the entirety of their meal break, this will be paid by the Employer on the basis that the break may be interrupted and re-started depending on operational requirements. Permission must be obtained by Employees to leave the site during their breaks.
- 6.9. If an Employee is the designated Duty Manager for the shift, then they must remain onsite and their meal break will be paid

## 7. ROSTER

- 7.1. An Employee's hours and days of work shall be rostered by the Employer. It is the Employee's responsibility to check the roster and attend work at such times/days.
- 7.2. The Employer will, where practicable, give 24 hours' notice of any change to an Employee's rostered hours and days of work, except in cases of emergency, sickness, accident, absenteeism, or by agreement of the affected Employee(s).
- 7.3. Unless otherwise advised by the Employer, interchanging (or swapping) of shifts shall be subject to the approval of the Employer. Any proposed replacement for a shift allocated to an Employee shall also be subject to the approval of the Employer.
- 7.4. An Employee shall, as soon as practicable, advise their Manager if they are delayed or unable to attend work.

## **8. LEAVE PROVISIONS**

- 8.1. The parties agree to comply with the Holidays Act 2003 and any amendments or replacements during the term. The leave provided for this section incorporates that covered by the Holidays Act 2003 as at the signing of this Agreement, and is not additional to the provisions in that Act.

### **Public Holidays**

- 8.2. The following are recognised as public holidays in accordance with the Holidays Act 2003

- New Year's Day
- Day after New Year's Day
- Anniversary Day
- Waitangi Day
- ANZAC Day
- Good Friday
- Easter Monday
- Birthday of reigning Sovereign
- Labour Day
- Christmas Day
- Boxing Day
- Matariki

- 8.3. Subject to the provisions of the Holidays Act in respect of the Christmas and New Year's public holidays and Waitangi and ANZAC Day, the public holidays listed in clause 8.2 shall be observed upon the days they actually fall. The Employer does not agree to Employees transferring the public holidays to another day of their choosing.
- 8.4. Pursuant to section 12 of the Holidays Act 2003, a public holiday will be deemed to be a day that would otherwise be a working day for the Employee if the Employee has worked that particular day of the week for at least 4 out of the previous 6 weeks immediately prior to the holiday in question. If a worker believes that they are an exception to the 4/6 rule, they should raise this in writing with their Manager as soon as practicable.
- 8.5. The Employer may require a worker to work a public holiday pursuant to the roster, on time and a half in accordance with the Holidays Act 2003. Where the public holiday is deemed to be a day that would otherwise be a working day, the worker will be entitled to a holiday on pay on another day that that worker would otherwise be rostered to work, as an alternative holiday. Alternative holidays are to be taken in accordance with the annual leave provisions of the Agreement.

- 8.6. No payment or alternative holiday shall accrue to a worker if a public holiday is not deemed to be an otherwise working day for the worker and coincides with a rostered day off. Where a public holiday is deemed to be a normal working day for the worker, and coincides with a rostered day off, the worker will be paid their ordinary rate of pay for the day.
- 8.7. Easter Sunday is not a statutory holiday. However, in accordance with the Shop Trading Hours Act 1990:
- The Employer will give at least four weeks and no more than eight weeks' notice if a worker is expected to work on Easter Sunday each year.
  - The notice must advise workers that they are entitled to decline to work on Easter Sunday.
  - Workers must let the Employer know, in writing, within 14 days of receipt of the notice if they do not wish to work on Easter Sunday.
  - A worker does not need to give a reason for declining to work on Easter Sunday and cannot be treated adversely for exercising this right.
  - Where an employee declines to work on Easter Sunday, there is no entitlement to payment for that day.

This clause is included for the purposes of the Shop Trading Hours Act 1990 only and is subject to any repeal or amendment of that Act.

### **Annual Leave**

- 8.8. Except as otherwise agreed, annual paid leave of four weeks will be provided to Employees after 12 months of continuous service. Note that "week" refers to the ordinary working week of each Employee. Employees are expected to take annual leave in the year that it becomes an entitlement or to have a plan approved by the Employer to do so. Employees are allowed, at their Manager's discretion, to take annual leave as it accrues in their first and subsequent years of service. The taking of annual leave must be approved by the Employer. Employees must follow the Employer's processes to request leave.
- 8.9. In the absence of the mutual agreement as to when annual holidays are to be taken, the Employer may direct workers to take annual leave on 14 days' notice after first consulting with the Employee. The Employer will advise the outcome of applications for annual leave within seven days of receipt of the same where practicable. The Employer will endeavour to accommodate the Employees leave wishes, however, leave over peak periods is generally difficult to accommodate. The Employer will give the worker the opportunity to take at least two of the four weeks' annual leave continuously. Leave without pay is given at the discretion of the Employer.
- 8.10. Annual leave entitlement will remain in place until taken or paid out (either on termination of employment or when cashed up under section 28A of the Holidays Act 2003). The Act allows up to one week of annual holidays to be cashed up each year, if an Employee requests in writing that they be cashed up and the Employer agrees.
- 8.11. Where employment is terminated, the Employer will, subject to any changes to the Holidays Act, pay the worker any entitled annual leave plus 8% of gross earnings for the current year, less any amount of paid annual leave granted in advance.
- 8.12. At the commencement of employment, the Employer will advise the Fixed Term Worker or Casual Worker whether they will be paid holiday pay on a "pay as you go" basis or, alternatively, whether they will be paid holiday pay at the end of the fixed term/casual engagement. Where a worker is receiving "pay as you go" holiday pay, the holiday pay portion will be identified in advance.

### **Sick Leave**

- 8.13. After 6 months continuous service with the Employer, Employees shall be entitled annually to ten days paid sick leave. Additionally, a Casual Worker is entitled to paid sick leave if they

have worked an average of 10 hours per week, and no less than one hour every week, or no less than 40 hours per month over the previous six months.

- 8.14. An Employee may take sick leave if the Employee is sick or injured; or the Employee's spouse / partner is sick or injured; or a person who depends on the Employee for care is sick or injured.
- 8.15. Unused sick leave may accumulate up to 20 days.
- 8.16. If an Employee is sick for three or more days in a row, the Employer may request that the Employee provides a medical certificate at their own expense.
- 8.17. The Employer may otherwise require a medical certificate at the Employer's expense from a doctor nominated by the Employer.
- 8.18. In any event the Employee agrees to supply the Employer with all relevant medical information to determine that there are no relevant health and safety reasons or hygiene reasons that would prevent the Employee from working.
- 8.19. The Employee agrees that all relevant information relating to any such incapacity prepared or reviewed by relevant medical professionals/specialists as the case may be, may be disclosed to the Employer at its request to assist the Employer in any investigation in terms of this section.
- 8.20. Should the Employee be incapacitated due to illness or injury to the extent that the worker is unable to fully perform their obligations under this Agreement to the Employer's satisfaction, then the Employer may terminate this Agreement provided that the Employer has duly investigated the likelihood of a return to work and consulted with the worker beforehand.

#### **Bereavement Leave**

- 8.21. Where an Employee due to length of service qualifies for paid sick leave pursuant to clause 12, the Employee shall also be entitled to paid bereavement leave in the event that the Employee suffers a bereavement
- 8.22. A Employee who qualifies for paid bereavement leave, and who has suffered a bereavement as a result of the death of an immediate family member including: the Employee's spouse/partner, parent, child, sibling, grandparent, grandchild or spouse/partner's parent; or an Employee's spouse/partner suffers a miscarriage or still birth shall be entitled to 3 days' paid leave per bereavement.
- 8.23. Where the Employer is satisfied that the Employee has suffered a bereavement as a result of the death of any other person then the Employee shall be entitled to one day's paid leave per bereavement . In making the determination as to entitlement the Employer shall have regard to the following factors:
  - The closeness of the association between the Employee and the deceased person;
  - Whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
  - Any cultural responsibilities of the Employee in relation to the death.
- 8.24. The Employee shall notify the Employer as soon as practicable in the event of any bereavement which results in the Employee wishing to take bereavement leave

#### **Family Violence Leave**

- 8.25. In accordance with the Holidays Act 2003, Employees affected by family violence will be entitled to the maximum of 10 days paid leave each year after six months' continuous service (Family Violence Leave). 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.

- 8.26. Unused Family Violence Leave does not carry over from year to year and is not paid out on termination of employment.
- 8.27. In accordance with the Employment Relations Act 2000, Employees who qualify for the Family Violence Leave under this clause 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.
- 8.28. 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 Arrangement. A request for proof will be made within three days of receiving a request for Flexible Working Arrangements.

### **Parental Leave**

- 8.29. Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.
- 8.30. To be eligible for Parental Leave, an Employee must have worked for the Employer for an average of at least 10 hours a week for six months before the expected date of delivery (or the date the Employee becomes responsible for the care of a child under six years on a permanent basis).
- 8.31. Section 42(2) of the Parental Leave and Employment Protection Act 1987 will not apply to Employees returning from parental leave. They will therefore be paid for annual leave taken after their return to work from parental leave at the greater of their ordinary weekly pay or the average weekly earnings in accordance with the Holidays Act 2003.
- 8.32. To apply for Parental Leave an Employee must submit a written request to the Employer no later than three months prior to the expected due date. Employees who meet the eligibility of the Parental Leave and Employment Protection Act 1987 and its amendments will be entitled to 26 weeks of paid Primary Carer Leave (paid by Inland Revenue).
- 8.33. A copy of the Parental Leave and Employment Protection Act shall be available upon request. The Employer will also make information on parental leave available to Employees.

### **Employment Education Relations Leave**

- 8.34. The parties to this Agreement undertake to abide by the provisions of Part 7 of the Employment Relations Act 2000 regarding EREL. The specified date for the purposes of this provision shall be 1 March each year. The following conditions shall apply:
- Not less than 2 weeks' notice of a projected course and its agenda shall be given to the Employer by the Employee/Union.
  - Approval of attendance shall be requested of the Employer and secured in advance of attendance.
  - The Employer's consent shall not be unreasonably withheld subject to the time at which the course is to be held being appropriate to the operational requirements of the Employer.
  - Time off shall be on rostered days off where practical. No reimbursement shall be made for loss of overtime or travelling time or time spent outside ordinary working hours.
  - In approving attendance at delegates' training courses, the Employer shall not be liable for costs associated with travel, accommodation, registration fees, meals and other incidental items.

## **9. TERMINATION OF EMPLOYMENT RELATIONSHIP**

### **Termination by either party on notice**

- 9.1. Either party may terminate the employment relationship on two weeks notice. If a party gives notice, the Employer may pay an Employee in lieu of working out all or part of their notice period.

### **Termination by the Employer**

- 9.2. The Employer must have good reason for terminating the employment relationship and must treat Employees fairly in reaching their decision. In particular, The Employer will give an Employee a reasonable opportunity to comment on any proposal or concerns that Employer might have that may lead to termination of employment. Employees are able to involve a Union representative or support person in the process.

### **Termination for Misconduct (including Poor Performance) and Serious misconduct**

- 9.3. What constitutes misconduct and serious misconduct will be outlined in the policies attached to an Employee's letter of offer.
- 9.4. The Employer may dismiss an Employee without notice if an Employee is determined to have committed any act of serious misconduct. In other circumstances termination of employment will be on notice.

### **Suspension**

- 9.5. If the Employer decides to investigate an instance of possible serious misconduct, the Employer may, after consulting the Employee, suspend the Employee until the Employer decides what disciplinary action to take (if any). Normally, any suspension will be on full pay. However, in circumstances where the suspension has been or is likely to be prolonged (for instance where there is an intervening criminal investigation, or where an Employee fails or is unable to take full part in the investigation process), the Employer may, after consultation with the Employee, suspend the Employee without pay.

### **Abandonment**

- 9.6. If an Employee is absent for two consecutive days without authorisation and without contacting the Employer, the Employer will deem that the Employee has terminated their employment without notice. The Employer will make best efforts to contact the Employee over this period.

### **Redundancy**

- 9.7. If the Employer decides to disestablish a position, employment may be terminated on notice in accordance with this agreement for redundancy. A redundancy situation can arise for a number of reasons, including a required reduction in the number of employees, a reallocation of duties or a change in structure, or a decision to contract out the work of the Employee, or a decision to make changes to a position that alters it substantially. Regardless, any decision to disestablish the position of an Employee will be made for business reasons, rather than personal ones.
- 9.8. The Employer will consult an Employee prior to deciding whether to disestablish the role of a Employee. If a role is disestablished, the Employer will consider whether there are any suitable alternatives to redundancy.
- 9.9. The Employer will not pay redundancy compensation.

### **Transfer of business – Employee protection provision**

- 9.10. If the Employer enters into negotiations for the sale, transfer, or contracting out of all or any part of its business (as those terms are used in section 69OI of the Employment Relations Act 2000), and if that would result in the position of an Employee being made redundant, the Employer will, where reasonably practicable, request that the Acquiror of the business offer employment to the Employee on the same terms and conditions and agree to treat the Employee's employment as continuous. If the business Acquiror does not wish to offer employment to Employees on these terms, the Employer will request the reasons for that and will consider whether to continue negotiations about the employment of the Employee..
- 9.11. If the Acquiror of the business wants to offer the Employee employment, the Employer will make best efforts to ensure that the offer and the details of the transfer process are communicated to Employees so that they have a reasonable time frame to consider them.
- 9.12. If the Acquiror of the business does not offer to employ an Employee, or if the Employee does not want to accept an offer from the Acquiror, the Employer will meet with the Employee within a reasonable timeframe to discuss the Employee's entitlements under this agreement, possible redeployment options for the Employee, the next steps in terms of process, and any other matters that the Employer or Employee wishes to raise.

#### **Termination for incapacity**

- 9.13. The Employer may terminate employment on notice in accordance with this agreement if, as a result of a mental or physical illness, injury or condition, the Employee is unable to fully carry out their duties for an extended period, or termination is otherwise reasonable in the circumstances. Without limiting this clause, the Employer may consider termination if the Employee is unable to fully carry out their duties for a continuous period of six weeks or for periods cumulatively totalling three months in any twelve month period.
- 9.14. Before terminating employment for this reason, the Employer may request that the Employee consult or be examined by one or more health professionals nominated or approved by the Employer, at the Employer's cost, to provide advice to both parties about the health and fitness of the Employee for work, and to suggest ways of managing the Employee's illness, injury or condition on returning to work. The Employer may make this a condition of the Employee returning to work. The Employer will also take into account any relevant information provided by the Employee, including other professional advice. If the Employee chooses not to consult or be examined by a health professional as requested, the Employer may make their decision based on the information available, and draw whatever inferences the Employer considers appropriate and reasonable in the circumstances.

#### **Termination for other reasons**

- 9.15. The Employer may terminate employment on notice for other reasons, including (but not limited to) poor performance, misconduct, conflict of interest, a breakdown in trust and confidence, or incompatibility (a breakdown in one or more of the Employee's working relationships).

### **10. EMPLOYEE REPRESENTATION**

#### **Notification & Deduction of Fees**

- 10.1. Upon written request from the Employer, the Union shall provide within 30 days a list of names of Employees who are bound by this Agreement.
- 10.2. The Employer shall deduct fees from the wages of members of Unite Union covered by this Agreement, and shall remit such monies, together with a list of Employees from whom deductions were made, to the appropriate Unite Union offices at regular intervals, provided that union fee deductions have been authorised in writing by the Employees concerned.

10.3. The manner of deductions and remittance shall be determined by agreement between the Employer and the union.

#### **Access to Workplace – subject to the provisions set out in the ERA 2000**

10.4. Any authorised official of the union, who the Employee has authorised to represent him/her, shall, subject to sub-clause 10.5, be entitled to enter the workplace, when the Employee is working, to discuss matters relating to the negotiation of this Agreement or, any other matter related to the Employee's employment.

10.5. Prior to entering the workplace, the Union official will inform the Employer of the nature and timing of the visit.

10.6. The Employer shall not unreasonably withhold approval for Union access, provided that the authorised representative's entry to the Employer's workplace is made during reasonable times, has regard for the Employer's normal business operations, and complies with all existing reasonable workplace safety or health or security procedures and requirements.

#### **Workplace Representation/Delegate**

10.7. The Employer shall give recognition to the delegate who is elected by the Employees covered by this Agreement, and endorsed by the Employee's Union, as their representative of that organisation. Subject to prior arrangement with their Employer, the delegate shall be allowed reasonable paid time to conduct on site business with members of their Union.

10.8. The Employer may refuse to allow an Employee delegate to undertake the activities only if the employer is satisfied, on reasonable grounds, that the activities would unreasonably disrupt the Employer's business or the Union delegate's performance of their employment duties.

10.9. There shall be one union delegate per Employer, unless otherwise agreed.

#### **Meetings**

10.10. During the term of this Agreement, Employees shall be entitled to attend two Union meetings, each of a maximum of two hours, per calendar year without loss of ordinary pay to attend meetings authorised by the District Secretary of the Union for the purpose of administering this Agreement, provided that each of the following conditions are fulfilled:

- The Union shall give at least fourteen days' notice of its intention to hold such meetings.
- The date, time and place of the meeting shall be arranged with the Employer, provided that in the case of an on-site meeting, the time shall be agreed with the Employer.
- Work shall resume as soon as practicable after the finish of the meeting.
- Only Union members attending the meeting shall be entitled to payment.

10.11. The Union shall supply the Employer with a list of Employees attending and will advise the time the meeting finished.

10.12. Sufficient numbers of Employees will be available on-site during the meeting to enable work to continue.

10.13. The Employer shall be entitled to make a rateable deduction from remuneration for time spent in an authorised meeting in excess of two hours as provided under the Employment Relations Act 2000, or for time lost in attending other meetings.

#### **Copy of Agreement**

10.14. The Employer shall at all times keep a copy of this Agreement affixed in a conspicuous place at or near the entrance to the workplace, so as to be easily read by the persons employed

therein. Upon request, the Employer shall provide to Employees bound by this Agreement a copy of this Agreement as soon as practicable.

## **11. FORCE MAJEURE**

- 11.1. None of the parties to this agreement will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions or war ("force majeure event"). The party affected must:
- notify the other party as soon as practicable after the force majeure event occurs, and provide information concerning the force majeure event, including an estimate of the time likely to be required to overcome it;
  - take all reasonable steps to overcome the force majeure event and minimise the loss to the other party; and
  - continue to perform that party's obligations as far as practicable.
- 11.2. Without limiting this clause, the Employee acknowledges that the Employer will not be required to provide work or remuneration where work is not available, or the Employee is unable to work, due to a force majeure event.

## **12. CONFIDENTIALITY**

- 12.1. Except in the proper performance of an Employee's duties, an Employee will not use or disclose to anyone any confidential information which they learn about in the course of their employment, or which belongs to or concerns the Employer, the Employer's business, Employees or clients or other people with whom the Employer has relationships.
- 12.2. For the purposes of this agreement, "confidential information" means any information which is not known or available to the public generally or which by its nature is confidential, and includes client information.
- 12.3. These confidentiality provisions will continue to apply after termination of the employment relationship and regardless of any dispute.

## **13. INTELLECTUAL PROPERTY**

- 13.1. Any intellectual property (including any copyright work) created in the course of employment will be the sole property of the Employer from the time that the intellectual property is created.
- 13.2. The Employee waives all moral rights in any copyright work covered by this clause.
- 13.3. The Employee agrees that at the request of the Employer (and at their cost) to complete and sign any documents and do anything else that is considered necessary by the Employer to ensure that these intellectual property rights are vested in the Employer.
- 13.4. These intellectual property provisions will continue to apply after termination of the employment relationship and regardless of any dispute.

## **14. RETURN OF PROPERTY**

- 14.1. Immediately upon request or termination of the employment relationship (whether or not the Employee disputes the termination), the Employee will deliver to the Employer any property or material that is in their possession or control and that belongs to or concerns the Employer, their business, employees, contractors, clients, or other people associated with them. This includes (but is not limited to) any keys or access cards, and any hard-copy, audio or electronic documents (including any copies) that relate to the Employer's business, Employees, contractors, or other people associated with the Employer or that contain any of the Employer's confidential information or intellectual property. The Employee agrees not to retain any copies of these documents.

- 14.2. If the Employee fails to return the Employer's property as required, or if the property is not returned in a satisfactory condition, the Employer may do one or more of the following:
- Take legal steps to recover the property from the Employee;
  - Deduct the replacement cost or current value of the property from any amount owing to the Employee;
  - Recover the replacement cost or current value of the property from the Employee; or
  - Require the Employee to pay the Employer any costs that are incurred by the Employer enforcing their rights under this clause.
- 14.3. This property clause will continue to apply after termination of the employment relationship and regardless of any dispute.

**15. CONFLICT OF INTEREST**

- 15.1. During the term of this agreement an Employee will not, without the written consent of the Employer, directly or indirectly engage or be concerned in any other employment, business or activity which conflicts with the interests of the Employer, or that may affect the ability of the Employee to fully carry out their duties as required by this agreement.
- 15.2. The Employee will disclose to the Employer any situation that may give rise to a conflict of interest as soon as the Employee become aware of that possibility.

**16. EMPLOYMENT RELATIONSHIP PROBLEMS**


- 16.1. The Employee is encouraged to raise any issue or concern that they may have regarding their employment with the Employer directly. Similarly, the Employer will raise any issue or concern that they may have with the Employee. All parties will try and resolve the issue or concern promptly, fairly and discretely and will operate in good faith. Employees have access to a representative through Unite Union.
- 16.2. In addition, the Employment Relations Act 2000 sets out procedures for the resolution of employment relationship problems. A summary of those procedures is set out in Appendix B.

**17. COMPLETE AGREEMENT**

- 17.1. This agreement sets out the whole of the agreement between the parties. It replaces any previous agreements, arrangements or representations

**SIGNATORIES**

Signed:  Date: 02 Jun 26  
 For and on behalf of **Light House Cuba Limited**

Signed:  Date: 02 Jun 26  
 For and on behalf of **Light House Petone Limited**

Signed:  Date: 08/06/2026  
 For and on behalf of **Unite Union Incorporated**

## Appendix A : REMUNERATION

<b>Position</b>	<b>Minimum Hourly Rate 1 April 2026 to 31 March 2027</b>
Cinema Attendant	\$23.95
Shift Supervisor in Training	\$24.45
Shift Supervisor in Training, Light House training completed	\$24.70
Shift Supervisor in Training, LCQ passed	\$24.95
Shift Supervisor after six weeks rostering in that role	\$25.45
Senior Shift Supervisor	\$26.95
Office Assistant (temporary role)	\$28.45

Pay reviews are completed as at 01 April each year.

At 01 April, the minimum hourly rate for each position will be increased by an amount equal to the dollar amount increase in the minimum wage

At 01 April, each Employee will therefore receive:

- an increase equal to the dollar amount increase in the minimum wage; and
- where applicable, a \$0.35c per hour service entitlement

The service entitlement is applicable where:

- the Employee has a minimum length of service of 12 months as at the 1 April in question;  
and
- there are no performance issues currently being addressed

## **Appendix B : PROCEDURES FOR THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

*(Section 65 of the Employment Relations Act 2000)*

An employment relationship problem includes “a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment” (section 5 of the Employment Relations Act 2000).

If an Employee believes that they have an employment relationship problem, they are encouraged to raise the problem with the Employer directly, either through their manager or his or her manager if that is not appropriate.

Both parties will try and resolve the problem promptly, fairly and discretely

The Employee is entitled to have a support person or a Unite Union representative involved at any stage in the process.

If the problem cannot be resolved internally, the Employee has the option of contacting the Resolution Service of the Ministry of Business Innovation and Employment. The Resolution Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.

If the Employee believes that mediation is inappropriate or if the employment relationship problem is not resolved by mediation, they can apply to the Employment Relations Authority for assistance. This is a more formal step to take and the Employee is encouraged to take advice first. The Authority's role is to investigate the problem and to make a decision.

If a decision is made by the Authority and the Employee is not satisfied with that decision, the Employee may be able to appeal the decision to the Employment Court (and from there to the Court of Appeal and Supreme Court).

If the Employee believes that they have a personal grievance based on discrimination or sexual harassment, they may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. Please note that an Employee cannot refer their personal grievance to both the Human Rights Commission and the Employment Relations Authority. They are alternative services. Please note that all personal grievances must be raised with ninety days from the date on which the grievance arose (section 114 of the Employment Relations Act 2000). Personal grievances relating to sexual harassment must be raised within 12 months from the date on which the grievance arose.





If you would like to become a Unite recruiter so that you can sign up your workmates to the union, you must be an existing member of Unite already and register as a recruiter on our website.

Once you register as a recruiter, you will receive a \$20 koha payment for every member you sign up.

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become a recruiter**





Unite is a trade union for hospitality workers in Aotearoa - New Zealand.

We are a democratic community of workers who have banded together to increase the power we hold in our workplaces. Our past victories include getting rid of zero-hours contracts, defeating youth rates, and winning back tens of millions in incorrectly paid annual leave.

We've got each others' backs too, union delegates are the power-balance to unfair management. From favouritism in our workplaces, to bullying and unfair disciplinary action, Unite delegates support and fight for the rights of our members.

## Member benefits



We offer a Member Benefit Program that uses the collective buying power of 180,000 Union Members to offer our members exclusive services and discounts. More info at: [Healthcareplus.org.nz](https://healthcareplus.org.nz)



Membership with Unite also gives you automatic insurance coverage for \$1,500 for death and dismemberment. This can be increased to \$10,000 for just \$5 a year.

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