

# **Collective Agreement**

Between

**Darnelle Enterprises Limited  
(Trading as Reading Cinemas The Palms)**

Employer

**and**

**Unite Incorporated**

Union

**Date**

June 2010 – June 2013

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## Statement of Purpose

### Intent of the parties

The parties will work together to implement management and workplace practices that foster flexibility, efficiency, enhanced skills, job satisfaction and recognition.

### Objectives

To provide the highest standard of customer service.

To develop employees who are motivated and supportive of the Employer's goals.

To adopt management and workplace practices that are aligned with the needs of the Employer and the employees.

To foster an environment in which employees care about their work and take pride in their contribution.

### Customer focus

It is essential that customers are provided with a courteous and efficient service. It is their repeat business and new business that will ensure the ongoing viability of the Employer and therefore ensure job security.

### Quality management

The implementation of quality management concepts is essential to achieving the quality of service necessary for everyone to prosper. The parties are committed to identify and adopt the attitudes, processes and procedures necessary in a quality-based environment.

## 1. Parties

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1.1 The parties to this **Collective Agreement** are:

- (a) Darnelle Enterprises Limited (t/a Reading Cinemas The Palms) (the **Employer**); and
- (b) Unite Incorporated (the **Union**).

## 2. Coverage

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2.1 This Collective Agreement contains the terms and conditions of employment for permanent waged employees (but excluding salaried employees) who are members of the Union and who are employed by the Employer in the following roles:

- Cinema Worker L1
- Cinema Worker L2
- Cinema Supervisor

2.2 The terms and conditions of employment for employees covered by this Collective Agreement are those contained in it, together with any policy that the Employer may issue (provided that such policy is not inconsistent with the terms of this Collective Agreement).

2.3 The Employer must advise employees of the Employer's policies at the commencement of their employment or subsequently of any new or amended policies.

### **3. New employees**

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- 3.1 Any new employee who is employed by the Employer during the term of this Collective Agreement, and whose work is covered by clause 2, shall be covered by this Collective Agreement for the first 30 days of employment. Any employee whose work is covered by this Collective Agreement and who becomes a member of the Union shall be covered by the Collective Agreement until it expires, unless they resign from the Union.
- 3.2 The Employer shall inform any new employee who is not already a member of the Union and who is performing work that is covered by this Collective Agreement that:
- (a) This Collective Agreement exists and covers their work for the first 30 days, and provide them with a copy of this Collective Agreement;
  - (b) The employee will be provided with an Employee Choice Form to elect to join the Union and a union membership form;
  - (c) The employee may join the Union and they will be informed of the delegate(s) on site; and
  - (d) If they join the Union, the employee will receive the terms and conditions of this Collective Agreement and the Employer shall notify the union office.
- 3.3 Employee Choice Forms shall be returned to the Union for every employee, unless the employee has elected to not pass this form on. The names of employees who fail to return their forms after 30 days shall be passed to the Union.
- 3.4 Employees who elect to join the Union in the Employee Choice Form shall have their forms passed to Payroll to begin fee deductions.

### **4. Notification of employees covered**

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- 4.1 The Union has advised that at the date of this Collective Agreement, the persons listed in Schedule 2 are members of the Union who are employed by the Employer and whose work is covered by this Collective Agreement.
- 4.2 The Union will advise the Employer and any employee:
- (a) who is covered by this Collective Agreement, but who resigns from Union membership; or
  - (b) whose work is covered by this Collective Agreement, and who joins the Union.

### **5. Previous Terms and Conditions**

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- 5.1 The terms of this Collective Agreement supersede all previous terms and conditions of employment for those employees covered by it.

### **6. Term**

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- 6.1 This Collective Agreement will come into force on the date of ratification by the Union's members who are covered by this Collective Agreement and will expire on 31 March 2023.

## **7. Variation**

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- 7.1 The terms of this Collective Agreement may be varied during its term by written agreement between the Employer and the Union.

## **8. Employment Environment**

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### **Structure of work**

- 8.1 The parties acknowledge that the needs of the Employer are to service a customer- focused business which must respond to demand which may vary from week to week. For this reason, the Employer's requirements for employees' services may vary from week to week. Nonetheless, the Employer will offer employees minimum guaranteed hours per week in accordance with the banded groups set out at clause 15.
- 8.2 The Employer determines its needs for services on a weekly basis, and communicates these needs by drawing up a weekly roster, which prescribes shifts for employees' services. The length of shifts may vary, provided that the minimum length of a shift is 3 hours. Further information regarding roster arrangements is set out at clause 15.

### **8.3 Work organisation**

- (a) The Employer may direct the employee to carry out the duties which it considers are within the limits of the employee's skill, competence and training.
- (b) The employee will carry out lawful directions of the Employer in respect of work that is within the limits of their skill, competence and training.

### **8.3 Probationary Period**

All employees will initially be employed on a probationary basis for the first three months of employment. During the probationary period the employee or the Employer may terminate the employment relationship by giving one week's notice. At the discretion of the Employer, the employee need not work all or part of the period of notice, subject to the Employer paying the employee for the period of notice the employee was not required to work.

### **8.4 Definition of fixed term/temporary employee**

A fixed term or temporary employee (including an employee who is engaged until the happening of a specific event) shall be hired for a finite and definable term only, being no more than 12 months in duration, typically for operational cover such as school holidays (predicted busy periods) or cover for a permanent worker on extended leave. The reason for the fixed term must be specified in writing.

## **9. Rates of Pay**

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- 9.1 Employees covered by this Collective Agreement will be paid the following rate of pay that corresponds to their role for the hours worked in that role:
- |     |                   |                  |
|-----|-------------------|------------------|
| (a) | Cinema Worker L1  | \$20.88 per hour |
| (b) | Cinema Worker L2  | \$21.20 per hour |
| (c) | Cinema Supervisor | \$25.14 per hour |

- 9.2 It is agreed that if, during the term of this Collective Agreement, the rates of pay in clause 9.1 will increase by a dollar amount consistent with any increase in the minimum wage rate OR will increase by an amount consistent with the rate of the Consumers Price Index as calculated and advised for the proceeding year ending December, whichever is the greater.
- 9.3 It is agreed that the Uniform and Transport allowance will also increase on 1 April, by an amount consistent with the Consumers Price Index, as published for the proceeding year, ended December.

## **10. Payment of Wages**

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- 10.1 The Employer will pay all wages direct to the employee's nominated bank account by electronic funds transfer. Employees will be paid weekly not later than four days following the conclusion of the pay period.
- 10.2 Payslips will be sent to employees electronically via email no later than four days after the end of each pay period (or sooner if possible).

## **11. Allowances**

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### **11.1 Uniform allowance**

- (a) Where the Employer provides a uniform, the employee will ensure it is worn and presented and cared for in accordance with the Employer's policy as published from time to time. Accidental damage must be notified to the Employer who will arrange replacement or repair. Intentional damage will be rectified at the employee's expense.
- (b) Where the employee is responsible for the laundering and/or cleaning of a uniform, the Employer will pay the employee an allowance of \$4.00 per week where the employee works up to 12 hours in that week, or \$8.00 per week where the employee works over 12 hours in that week.
- (c) Where the Employer launders and/or cleans the uniform, such allowance will not be paid.

### **11.2 After Hours Travel Allowance**

Employees will be entitled to a taxi reimbursement contribution of up to \$16.00 upon production of receipt for shifts ending after 11:00pm as a transport allowance to ensure the employee can get home safely.

### **11.3 Human Waste**

The Employer shall provide any employee who is required to clean up human waste with an allowance of \$20.00 for each occasion..

## **12. Overtime**

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- 12.1 All hours worked in excess of 10 hours during a normal working day and all hours in excess of 40 hours during the normal working week will be deemed as overtime and shall be paid at 1.5 times the employee's ordinary rate of pay.
- 12.2 The Employer will not count meal breaks when calculating overtime.
- 12.3 Employees will be paid for any authorised overtime.

## **13. Benefits**

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- 13.1 Employees will be entitled to discounted movie tickets and may be entitled to discounted candy bar purchases. Current pricing will be displayed at each cinema.

## **14. Break Between Days of Work**

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- 14.1 Employees must have at least 10 consecutive hours off duty between the end of each shift and starting ordinary work on the next day or shift.
- 14.2 In the unlikely event that the Employer requires an employee to return to work before the employee has had at least 10 hours off duty, the Employer will pay the employee 1.5 times the actual ordinary rate for the number of hours by which the 10 hour break has been reduced. (For example, if an employee has an eight hour break between shifts, the Employer will pay that employee at 1.5 times the ordinary hourly pay for the first two hours of the next shift).
- 14.3 An employee may voluntarily swap a work period or periods with another employee if the Employer gives the employee requesting the swap express permission. If this occurs, clause 13.2 will not apply.

## **15. Rosters**

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- 15.1 The Employer shall where practicable post the roster by 5.00 p.m. on Monday before the start of the week to be worked. The start of the week is a Thursday. The Employer will not change the roster without agreement from the affected employee(s).
- 15.2 The Employer will offer employees minimum guaranteed hours per week, in accordance with one of the following banded groups:
- (a) 3 hours per week;
  - (b) 6 hours per week;
  - (c) 9 hours per week;
  - (d) 12 hours per week;
  - (e) 16 hours per week;
  - (f) 20 hours per week;
  - (g) 28 hours per week;
  - (h) 32 hours per week; or
  - (i) 40 hours per week.
- 15.3 For the avoidance of doubt, an employee's "minimum guaranteed hours" and "banded hours" are the same.
- 15.4 An employee's minimum guaranteed hours of work may be varied by agreement between the Employer and employee for periods of at least two weeks, including permanent changes. Hours of work outside of an employee's minimum guaranteed hours are voluntary.
- 15.5 An employee may request a review of their banded hours. An employee may move to any band up to their average hours worked over the previous six months, with two weeks' notice.

- 15.6 Rostered ordinary hours may be changed by agreement between an employee and the Employer. The Employer can change the roster, or cancel a shift, due to unforeseen operational requirements, but must give notice to the employee by way of reasonable communication:
- (a) in the case of an employee rostered on a shift which commenced before noon, prior to 10.00 pm on the night prior;
  - (b) in the case of an employee rostered on a shift which commences between noon and midnight, at least three hours prior to that commencement.
- If the Employer cannot provide notice of a shift cancellation consistent with this provision, but the employee is notified before the relevant shift starts, the employee will receive reasonable compensation of 3 hours' wages for the cancelled shift. If the Employer cancels a shift without providing the employee with any notice before the start of their shift, the employee will be paid as if they worked the shift.
- 15.7 If an employee wishes to make themselves unavailable for a particular day or days they must follow the correct in house procedures (outlined as policy). Failure to turn up for any rostered shift without good reason (including failing to give proper notice) is absenteeism.
- 15.8 An employee may, by mutual agreement with the Employer, finish a shift early and not be paid for the remainder of the shift.
- 15.9 Shift swaps between employees shall not be unreasonably withheld by the Employer, provided there is appropriate cover for that shift.
- 15.10 The employee's normal availability will be agreed at the time of signing this agreement and may only be changed through written request and subsequent approval by the Employer. Employees must give at least two weeks' notice of changes to availability.
- 15.11 Employees may submit in writing a request to have two consecutive days off per week. The Employer will consider such a request and not unreasonably withhold approval.
- 15.12 If an employee is rostered outside his/her normal availability it is the Employer's responsibility to arrange cover for the shift and ensure that the total number of hours the employee works in that week is not reduced, within reason, due to the Employer's mistake.
- 15.13 Where additional shifts become available, either temporarily or permanently, they shall be offered to existing employees before new employees are hired (which may adjust minimum hours). When allocating additional shifts, the Employer will use a fair process considering (in order):
- (a) Position;
  - (b) Skills; and
  - (c) Availability.
- 15.14 The employer will, at least one week prior to undertaking any recruitment drive, invite existing employees to indicate any increased availability in shifts.

## **16. Meal Breaks**

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- 16.1 The Employer must allow employees to take rest and meals breaks as follows:
- (a) If an employee works more than 2 hours but no more than 4 hours in a rostered shift, they are entitled to one 15-minute paid rest break.



- (b) If an employee works more than 4 hours but no more than 6 hours in a rostered shift, they are entitled to one 15-minute paid rest break and one 30-minute unpaid meal break.
  - (c) If an employee works more than 6 hours but no more than 8 hours in a rostered shift, they are entitled to two 15-minute paid rest breaks and one 30-minute unpaid meal break.
  - (d) If an employee works more than 8 hours in a rostered shift, they are entitled to rest and meal breaks in accordance with clause 16.1(c) and:
    - (i) an additional 15-minute paid rest break if they work more than 10 hours but no more than 12 hours; or
    - (ii) an additional 15-minute paid rest break and a 30-minute unpaid meal break if they work more than 12 hours but no more than 14 hours; or
    - (iii) two additional 15-minute paid rest breaks and a 30-minute unpaid meal break if they work more than 14 hours but no more than 16 hours.
- 16.2 The Employer and employee will agree on the times at which the employee is to take rest and meal breaks. In the absence of agreement, rest and meal breaks will be taken in accordance with clause 16.1 above and the requirements of the Employment Relations Act 2000. If the employee is required to work beyond 4 or 8 hours without a meal break then the employee will be paid 1.5 times the normal rate for a period of the meal break.
- 16.3 The Employer will provide an adequate facility for the purposes of breaks. The employer will ensure adequate supply of water, tea, coffee and drinking chocolate.

## **17. Leave**

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### **17.1 Annual leave**

- (a) Except as otherwise agreed, employees are entitled to 4 weeks of annual holiday after 12 months continuous service in accordance with the Holidays Act 2003 and its amendments. All annual holidays should be taken in the year that the entitlement accrues.
- (b) In an absence of mutual agreement as to when annual holidays are to be taken then the employer may direct workers to take annual leave on 14 days' notice after first consulting with the employee. The employer will endeavour to accommodate the employee's holiday requests.
- (c) In circumstances where employment is terminated before the first anniversary of service, the employer will pay the employee an amount equal to 8% of gross earnings in that period, less any amount of paid leave granted in advance.
- (d) The Employer may allow the employee to take annual leave in advance of entitlement. This request and subsequent approval must be made in writing in accordance with the in-house policies. As a condition of allowing this annual leave in advance, the Employer may require the employee to pay back any annual leave which is taken in advance if the employee's employment ends before he or she has accrued the entitlement to that leave.
- (e) Annual leave requests will be responded to by the Employer within one month of being requested.

- (f) All annual leave will be paid at the greater of an employee's Ordinary Weekly Pay or Average Weekly Earnings. For the purposes of section 17 of the Holidays Act 2003, the parties agree that a "working week" for an employee shall be defined as the average weekly hours worked by the employee over the previous 13 weeks.

## 17.2 Public holidays

- (a) Employees, in addition to any other leave entitlements, are also entitled to public holidays on the following days:
  - (i) New Year's Day;
  - (ii) 2nd January;
  - (iii) Waitangi Day;
  - (iv) Relevant Provincial Anniversary day;
  - (v) Good Friday;
  - (vi) Easter Monday;
  - (vii) Queens Birthday;
  - (viii) labour Day;
  - (ix) ANZAC Day;
  - (x) Christmas Day (25th December);
  - (xi) Boxing Day (26th December); and
  - (xii) Matariki
- (b) If the employee is not required to work on a public holiday that would otherwise be a working day (as defined in clause 17.2(f)), then the employee will receive his or her relevant daily pay for that day.
- (c) If an employee is required to work on a day to be observed as a public holiday, then the employee will receive payment at the rate of time and a half for the hours worked on the public holiday.
- (d) If an employee is required to work on a day to be observed as a public holiday and that day would otherwise be a working day for full or part time employees (as determined by clause 17.2(f)), the employee will also be entitled to a day off on pay to be taken as a holiday ("an alternative holiday").
- (e) An employee can take an alternative holiday in accordance with the Holidays Act 2003, and the Employer will pay the employee his or her relevant daily pay for the alternative holiday. If 12 months has passed since the employee became entitled to the alternative holiday the Employer may direct the employee to take it at a specified time (provided 14 days' notice has been given) or agree with the employee to exchange the alternative holiday for payment.
- (f) 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 an employee if the employee has worked that particular day of the week for at least 7 out of the previous 13 weeks immediately prior to the holiday in question. If an employee believes that they are an exception to the 7/13 rule, they will raise this in writing with their manager as soon as possible.

### 17.3 Sick leave and bereavement leave

- (a) An employee will be entitled to Sick Leave or Bereavement Leave in accordance with this clause, if the employee has worked for the Employer for either:
  - (i) a continuous period of six months; or
  - (ii) for an average of at least 10 hours per week and no less than 1 hour in every week or no less than 40 hours per month, over the previous six months.

#### **Sick Leave**

- (b) The employee may take Sick Leave where the employee, his or her spouse or someone who depends on the employee for care is sick or injured.
- (c) After six months' continuous service, the employee is entitled to ten days' Sick Leave for the following 12 month period.
- (d) An employee may carry over, to any subsequent 12 month period of employment, any sick leave that has not been taken by the end of the period to which the leave relates. An employee may accumulate unused sick leave without limitation. Note sick leave has no redeemable value upon termination.
- (e) When the employee is absent from duty as a result of sick leave then the employee will, where practicable notify the Employer of such absence and, if possible, the expected duration of the absence, 3 hours prior to the employee's normal time of commencing work.
- (f) If the injury or illness that has caused the employee to be absent lasts for more than three consecutive calendar days, the Employer will require the employee to provide proof of the illness or injury. The Employer may withhold payment for the sick leave until the employee provides the necessary proof.
- (g) Proof of illness or injury will constitute the furnishing of a medical certificate or statutory declaration.
- (h) The Employer will pay the employee the relevant daily pay rate for any day taken as sick leave.

#### **Bereavement leave**

- (i) The employee is entitled to paid bereavement leave for up to three days on the death of a close family member (defined as spouse (including de facto partner), parent, child, sibling, grandchildren, grandparent or spouse's parent) or in the event of an end of pregnancy by way of miscarriage or still birth.
- (j) The employee is entitled to paid bereavement leave for up to one day where the Employer accepts that the employee has suffered a bereavement upon the death of another person. In determining whether the employee has suffered a bereavement, the Employer will consider factors such as whether the employee had a close association with the deceased, or whether the employee has either ceremonial or cultural responsibilities in association with the death.
- (k) When the employee will be absent from duty as a result of bereavement leave then the employee will, where practicable, notify the Employer of such absence and, if possible, the expected duration of the absence, at least 3 hours prior to the employee's normal time of commencing work.
- (l) The Employer will pay the employee the relevant daily pay rate for the day taken as bereavement leave.

#### **17.4 Parental Leave**

The Parental Leave and Employment Protection Act 1987 entitles employees to parental leave upon the completion of one year's continuous employment by the Employer in accordance with the Act. Notice must be given in accordance with that legislation.

#### **17.5 Family Violence Leave**

Employees are entitled to family violence leave in accordance with the provisions of the Holidays Act 2003.

### **18. Jury Service**

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18.1 Any employee required to undertake jury service will be paid the difference between fees (excluding any reimbursement of expenses) paid by the Court, and their ordinary pay (based on previous 4 weeks' average earnings).

### **19. Training**

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19.1 All managers should be trained in first aid.

19.2 All new employees will receive candy and candy & floor training shifts from a qualified employee trainer, as per the Employer's training programme.

19.3 The Employer's training material and handbooks will be kept up to date.

19.4 The Employer will nominate employee trainers based on skill and experience for the training role.

### **20. Health and Safety**

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20.1 The Employer will meet its obligations under the Health and Safety at Work Act 2015.

### **21. Termination**

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#### **21.1 Notice of termination by Employer:**

- (a) In order to terminate the employment of an employee, the Employer will give to the employee notice in writing. Cinema workers shall receive one weeks' notice of termination. All other employees shall receive two weeks' notice of termination.
- (b) Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (c) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.
- (d) The period of notice in this clause will not apply in the case of:
  - (i) dismissal for serious misconduct;
  - (ii) abandonment of employment (which for the purposes of this agreement means failure to attend three consecutive shifts without explanation);

- (iii) employees engaged for a specific period of time or for a specific task or tasks.

#### **21.2 Notice of termination by employee**

The notice of termination required to be given by an employee is one week and must be in writing. The Employer is not obliged to accept any longer period of notice given by an employee than that specified in clauses 21.1.

#### **21.3 Employee's entitlements following termination**

The Employer may deduct from the employee's final pay and holiday pay any monies owing by the employee to the Employer including any holidays taken which have not accrued due and owing.

## **22. Disciplinary Procedure - Performance Management**

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#### **22.1 Review of employee's Performance**

- (a) An employee's performance may be reviewed at any time by the Employer.
- (b) In the case of an employee who is still working a probationary period, the Employer must notify the employee of any concerns about his/her performance or conduct during the probationary period and that a failure to improve may mean their employment ends at the end of the probationary period.

#### **22.2 Unsatisfactory Performance**

- (a) If, at any time, the Employer is dissatisfied with an employee's performance, the Employer, must:
  - (i) meet with the employee and provide the following things:
    - (aa) written details of the areas of the employee's performance that the Employer considers have not been satisfactory; and
    - (bb) time lines during which the Employer expects those areas of performance to be improved to a specified standard; and
    - (cc) whatever counselling, advice, training and assistance are reasonably necessary to improve the employee's performance to the required standard during that period.

#### **22.3 Further Action**

- (a) The Employer may at the end of the time lines specified:
  - (i) take no further action;
  - (ii) extend the time lines for specified improvement for a further specific period; or
  - (iii) if the employee's performance is still unsatisfactory, take disciplinary action against the employee.

## **23. Disciplinary Procedure - Misconduct**

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- 23.1 If, at any time, it comes to the Employer's attention that an employee may have committed misconduct, the Employer must:

- (a) Inform the employee of the alleged misconduct in writing and schedule a paid meeting with the employee to discuss the allegation; and
  - (b) Inform the employee of their right to have the Union, a representative or a support person present at the meeting.
- 23.2 The Employer may, in its discretion, suspend the employee from his or her duties whilst the investigation into allegations of misconduct is under way. The suspension will be as short as possible to enable the investigation to take place, and the employee will be paid their relevant pay during the course of the suspension.
- 23.3 Following this meeting, the Employer will consider the responses of the employee. The Employer will then make a decision on the alleged misconduct, having regard to the employee's response.
- 23.4 If the Employer determines that misconduct or serious misconduct has been made out, it may, depending on the circumstances of the case, do any of the following things:
- (a) do nothing;
  - (b) counsel the employee;
  - (c) provide a formal written warning; or
  - (d) terminate the employment (whether or not a prior formal written warning has been given).

## **24. Serious Misconduct**

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- (a) Serious misconduct is conduct which brings into question the trust and confidence that the Employer has in its relationship with an employee. Examples of conduct which may constitute serious misconduct include, but are not limited to, where:
  - (i) the employee is found guilty of any criminal offence, other than an offence which in the reasonable opinion of the Employer does not affect the employee's position or ability to carry out the Duties properly;
  - (ii) the employee engages in conduct that causes or may cause imminent and serious risk to the health or safety of a person;
  - (iii) the employee fails or neglects to carry out their Duties or commits any act of serious misconduct including but not limited to:
    - (iv) fighting in the workplace;
    - (v) abusing a customer or fellow employee;
    - (vi) wilful damage to the Employer's property;
    - (vii) arriving at work intoxicated by either alcohol or drugs or drinking while at work without authority or taking unlawful drugs.
  - (viii) The employee commits an act of gross disobedience or wilful neglect in respect of lawful instructions regarding the performance of the employee's Duties.
  - (ix) The employee fails to comply with any legislation which would consequently make it inappropriate to continue as an employee of the Employer.

- (x) The employee commits an act detrimental to the best interests of the Employer including:
  - (aa) theft or misuse of the property of the Employer and its customers;
  - (bb) conduct which causes imminent and serious risk to the reputation, viability or profitability of the Employer's business;
  - (cc) breach of Employer confidentiality; or
  - (dd) misrepresentation or dishonesty in dealing with patrons, the Employer, or any person or entity external to the Employer's business in relation to the Duties or other aspects of the Employer's business.

## **25. Employment Relationship Problems**

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25.1 This clause sets out how employment relationship problems are to be resolved.

### **25.2 Definitions**

(a) An "employment relationship problem" includes:

- (i) a personal grievance;
- (ii) a dispute;
- (iii) any other problem relating to or arising out of the employment relationship

it does not include any problem with the determination of new terms and conditions of employment.

(b) A "personal grievance" means a claim that an employee:

- (i) has been unjustifiably dismissed; or;
- (ii) has had her/his employment or conditions of employment affected to her/his disadvantage by some unjustifiable action by the Employer; or
- (iii) has been sexually harassed in his/her employment; or
- (iv) has been racially harassed in his/her employment; or

### **25.3 Time Limits**

If the employee wishes to raise a personal grievance she/he shall raise the grievance with her/his Employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

### **25.4 Raising employment relationship problems**

- (a) Any employment relationship problem should in the first instance be raised by the Employer with the employee or the employee with the Employer as soon as possible.
- (b) The employee and/or the Employer are entitled to seek advice and assistance from her/his chosen representative in raising and/or discussing the problem.

- (c) If the employee wishes to raise the employment relationship problem with the Employer in writing or the matter is not resolved when the employee raises the problem with the Employer, the employee should submit to the Employer written notice of the personal grievance, dispute or problem covering the following points:
  - (i) details of her/his grievance, dispute or problem;
  - (ii) why she/he feels aggrieved;
  - (iii) what solution she/he seeks to resolve the grievance, dispute or problem;
- (d) The employee and the Employer shall meet to discuss and attempt in good faith to resolve the employment relationship problem.

#### 25.5 **Mediation**

- (a) Where the employment relationship problem is not resolved by the parties in discussions, the Employer or the employee may, without undue delay, seek the assistance of the mediation service division of the Ministry of Business, Innovation, and Employment.
- (b) Both parties shall co-operate in good faith with the mediation service in a further effort to resolve the problem.
- (c) The employee and Employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- (d) Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

25.6 If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

25.7 If either party is dissatisfied with the determination of the Employment Relations Authority it may apply to appeal the Employment Relations Authority's determination to the Employment Court

## **26. Union Access**

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- 26.1 Any representative of the Union is entitled to enter the workplace for purposes related to the employment of its members and/ or purposes related to the Union's business. In exercising the right to enter the workplace the representative may do so at reasonable times when any employee is present, in a reasonable way having regard to normal business operations and shall comply with existing reasonable procedures and requirements that relate to health, safety and security.
- 26.2 Upon entering the workplace the representative will notify the manager on duty of his or her presence, and will give evidence of his or her identity, the purpose of the entry, and evidence of his or her authority to represent the Union. If, after making reasonable efforts, the representative is unable to find the manager on duty, he or she must leave in the administration office a written statement of their identity, the date and time of entry, the purpose of the entry, and fact that they represent the Union.
- 26.3 The Union recognises the importance of customer service in the Employer's business and, therefore, agrees that its representatives will not detain employees from serving customers. The Union agrees to access the Employer's premises in a reasonable way, having regard to the normal business operations in the workplace. If the union representative wishes to speak to employees for a period of time that would require them to be taken away from their



workstation, the union representative will liaise with the manager on duty to make appropriate arrangements.

- 26.4 Union delegates shall have paid time off to perform their duties, subject to employer approval. Where this occurs outside the delegate's normal rostered hours, the Employer must approve any paid hours.

## **27. Union Delegates**

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- 27.1 The Employer shall recognise the employees who are selected by the union members as their representatives or delegates. The Union shall give written notification to the Employer of the name of the elected representatives or delegates.

## **28. Union Fees**

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- 28.1 Where an employee has authorised in writing deductions of fees for the Union, and the Union has notified the Employer of its fees, the Employer shall remit the deductions to the Union, together with a list of the employees for who the deductions are made and the amounts deducted. Such fees are to be remitted to the Union on at least a monthly basis.

## **29. Union Meetings**

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- 29.1 The Employer will allow employees who are members of the Union to attend two Union meetings (each of a maximum of two hours' duration) in each calendar year.
- 29.2 The Union must give the Employer at least 14 days notice of the date and time of any Union meeting.
- 29.3 The Union must make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any Union meeting including, where appropriate, an arrangement for sufficient Union members to remain available during the meeting to enable the Employer's operations to continue.
- 29.4 For the avoidance of doubt, the provisions of section 26 of the Employment Relations Act 2000 apply to such Union meetings.

## **30. No Passing On**

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- 30.1 The terms of this Collective Agreement shall not be passed on to non-members, unless otherwise agreed between the parties.

## **31. Employment Relations Education Leave**

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- 31.1 The Employer will provide Employment Relations Education Leave under the provisions of sections 74 and 75 of the Employment Relations Act 2000.

## **32. Employment Protection/Contracting**

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- 32.1 In the event that there is a proposal by the employer that might impact on workers, including a proposal to contract out work, the employer will act in good faith including consulting with the union prior to any decision being made.
- 32.2 In the event that the employer decides to contract out, sell or transfer all or part of its business, the employer will use reasonable endeavours to ensure workers covered by this Collective

Agreement are offered continuous employment on generally no less favourable terms and conditions.

32.3 Where the employer is unable to secure employment on generally no less favourable terms and conditions, the employer shall meet with the Union to discuss a redundancy process including:

- redeployment;
- notice;
- provision of a certificate of service; and
- outplacement counselling where appropriate.

### **33. Redundancy**

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33.1 Redundancy is a situation where employment is terminated by the Employer, the termination being attributable, wholly or mainly to the fact that the position filled by the employee is or will become superfluous to the needs of the Employer. In circumstances where it is necessary for the Employer to either close the complex or reduce the number of employees, then the Employer will observe the following guidelines:

- (a) Call a meeting with the Union to discuss the problem and the decision.
- (b) In selecting employees to be made redundant, the Employer will primarily have regard to its need to retain skills, knowledge, experience and performance necessary to operate an efficient and profitable business. Voluntary redundancies and the principle of last on - first off will be considered provided that the Employer has the discretion to finally choose.

33.2 Redundancy does not include the following circumstances:

- (a) Where temporary or casual employment terminates;
- (b) Where employment terminates on the basis of retirement;
- (c) Where an employee chooses to terminate employment prior to receiving four weeks' notice of termination of their employment due to redundancy;
- (d) Where an employee is relocated to a comparable position within the business on substantially the same terms and conditions of employment; or
- (e) Where the Employer sells, transfers leases or in any other way disposes of part or all of its operation and relevant employees transfer to the new employer in a comparable position on substantially the same terms and conditions of employment.

33.3 If an employee is made redundant by the Employer, they will be entitled to redundancy compensation set at four weeks' wages (calculated at the greater of their average weekly earnings or ordinary weekly pay).

### **34. Surveillance of employees**


34.1 Employees will be visually recorded in line with the Employer's Surveillance and CCTV policy.

34.2 Employees will be informed that they will be recorded, where they will be recorded, and the purpose for the recording.

34.3 Employees will not be audio recorded.

**EXECUTION**

Signed for and on behalf of **Darnelle Enterprises Limited:** )  
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21 December 2021  
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Mark Douglas

Date:

Signed for and on behalf of **Unite Incorporated** in the presence of: )  
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23 December 2021  
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John Crocker

Date: