

unite

Jet Park



Collective
Agreement

1.04.2022- 31.7.2023



COLLECTIVE EMPLOYMENT AGREEMENT

Unite Union Incorporated ("Union")
Jet Park Hotel Limited trading as Jet Park Airport Hotel & Conference
Centre ("Employer")

1 April 2022- 31 July 2023

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1.0 INTENT OF THIS AGREEMENT

- 1.1 The Employer and the Union (representing its members who are employees of the Employer) agree that they have a common interest in:
- i. Working together to ensure the successful and profitable operation of their establishment;
 - ii. Developing and maintaining a working environment where there is mutual trust and co-operation between the Employer and the Employee.
- 1.2 This Agreement replaces any previously expressed or implied written or oral contractual terms or provisions (including those implied by custom and practice) that may have existed prior to this Agreement.
- 1.3 A summary of the terms and conditions of employment as required by section 65 of the Employment Relations Act 2000 (Act) are contained in Schedules A and B.

2.0 DEFINITIONS

- 2.1 **Full-time employees**
Full-time employees who are employed for a minimum of forty (40) hours per week.
- 2.2 **Part-time employees**
Part-time employees are employed for less than 40 hours per week on average. Part time employees are waged employees. The hours of work will be set out in advance by the employer on a roster. The employer shall, whenever reasonably practicable, give 7 days notice of any change to rostered hours. The employees are rostered with a minimum period of 4 hours on the day they are rostered to work unless the employee expressly requests a short shift (less than 4 hours) or if the employee is required to attend a meeting or training in which case the minimum rostered time is 2 hours.
- 2.3 **“Ordinary Weekly Pay”** means the amount of pay the Employee receives under his or her employment agreement for an ordinary working week in accordance with the Holidays Act 2003.
- 2.4 **“Average Weekly Earnings”** are determined by calculating the Employee’s gross earnings over the 12 months prior to the end of the last pay period before the annual leave is taken and dividing this figure by 52 in accordance with the Holidays Act 2003.
- 2.5 **“Gross Earnings”** includes an employee’s wages and allowances but does not include reimbursements in accordance with the Holidays Act 2003.
- 2.6 **“Relevant Daily Pay”** This calculation is used for determining the payment due to the employee for a public holiday, alternative holiday, sick leave, or bereavement leave. It means the payment the Employee would otherwise have earned on the day concerned calculated in accordance with section 9 of the Holidays Act 2003.
- 2.7 **“Employer”**
Jet Park Hotel Limited trading as Jet Park Airport Hotel & Conference Centre.
- 2.8 **“Union”**
Unite Union Incorporated.

3.0 PARTIES AND COVERAGE

- 3.1 This Collective Agreement shall apply to the employer and the Union that signs the Agreement below:
- i. **Jet Park Hotel Limited trading as Jet Park Airport Hotel & Conference Centre** is the Employer and shall be referred to as the "Employer" throughout this Agreement. The Employer may appoint managers to manage the premises on a day-to-day basis and such managers shall have authority to act on behalf of the Employer in regard to the day-to-day operational requirements of the premises.
 - ii. **Unite Union Incorporated.**
- 3.2 This Agreement covers all Employees who are employed by the Employer and are members of the Union except those employed in:
- i. Management positions;
 - ii. Salaried positions.
- 3.3 The Employer will at all times behave in good faith and recognise all of the Union's rights prescribed by the Employment Relations Act 2000 and its amendments.

4.0 UNION RIGHTS

- 4.1 The Employer and Union agree as per the Employment Relations Act 2000 that workplace discussions between union representatives and union delegates may occur and that any workplace discussions must be limited to a reasonable duration.
- 4.2 The Employer will provide space for a dedicated Union notice board in a reasonably accessible place and will provide new employees with a Unite Information Package on commencement to be supplied by and at the expense of the Union.
- 4.3 The Employee will be provided with an agreed letter inviting them to meet with a Union representative. A Union Delegate will collect these letters during team briefings.
- 4.4 A Union representative is welcome to attend Heads of Department Meetings from time to time on an agreed date. The representative will be given an allocated time at the beginning of the meeting.
- 4.5 The Employer and Union agree to comply with the terms of the Employment Relations Act 2000 and its amendments with respect to Union access to the workplace.
- 4.6 The Union agrees that the Employer may pass on terms and conditions agreed in collective bargaining and contained in this Agreement to employees who are not Union members and who are not employed pursuant to this Agreement.
- 4.7 One delegate will be allowed over and above the employment relations education leave minimum to attend the Unite National Conference for two days each year. They will be entitled to be paid at their average daily rate. The Union is to provide at least 1 months' notice as to who will be attending.

5.0 EMPLOYEE REPRESENTATIONS

Upon entering this Agreement, the Employee agrees that:

- 5.1 All representations, whether oral or written, made by the Employee as to qualifications and experience in applying for this position are true and complete.
- 5.2 The Employee has not deliberately failed to disclose any matter that may have materially influenced the Employer's decision to employ the Employee.
- 5.3 The Employee has not made, nor will make, any contractual or other commitments without the agreement of the Employer, which will not be unreasonably withheld, that would conflict with the performance of the Employee's obligations under this agreement.
- 5.4 Clauses 5.1, 5.2 and 5.3 above are essential terms of this Agreement and a breach of any of these Clauses may constitute misconduct or serious misconduct that may result in termination of the Employee's employment in accordance with Clause 13 of this Agreement

6.0 TERM

- 6.1 The Agreement shall commence on 1 April 2022 and expire on 31 July 2023.

7.0 HOURS OF WORK

- 7.1 All employees will be guaranteed minimum hours of work on one of the following bands:
 - 7.1.1 12 hours per week.
 - 7.1.2 24 hours per week.
 - 7.1.3 40 hours per week.
- 7.2 An employee may have a specified number of guaranteed per week (including less than 12) by way of agreement with the employer. An employee's band will be specified at commencement of employment or after a review of hours worked.
- 7.3 An employee is not required to work above their guaranteed hours per week.
- 7.4 The employer will review the employee's hours worked every 12 months. If the employee's average hours are above or equal to a higher band of guaranteed hours, the higher guarantee of hours will be offered to the employee.
- 7.5 If an employee wishes to receive less guaranteed hours per week, they may make an application in writing to the employer. Such agreement shall not be reasonably withheld.
- 7.6 The parties agree that the Union can request a copy of union members' average hours. This request can be made up to twice a year.
- 7.7 Rosters will be posted in draft format. Employees will have 48 hours to notify their Head of Department if they are unavailable for a particular shift. The Head of Department will post the final roster at least 14 days in advance.
- 7.8 Where practicable the employee's ordinary working day will be 8 hours of work. No shift shall be less than 4 hours except by mutual agreement and the ordinary hours of work where practicable shall not exceed 40 hours over a 5-day period.

- 7.9. An employee will only work beyond their rostered shift by way of mutual agreement.
- 7.10. An employee may be asked to work a sixth day in any one week should the operational requirements necessitate this. Agreement to work a sixth day must be mutual.
- 7.11. Where an employee is requested to attend a hotel meeting or scheduled training session outside rostered work hours, they shall be paid for the time of the meeting with a minimum of two hours paid at the employee's ordinary rate of pay.
- 7.12. Any extra available hours will be offered to existing staff in writing (either in hard copy or electronically) before new staff are hired.
- 7.13. The employer will use its best endeavours to ensure that the employee receives two full days, each of 24 hours, off work in each week. Wherever possible and practicable such days shall be consecutive.
- 7.14. **Definitions**
- 7.14.1 Day – a day will run from midnight to midnight including those employees who work overnight.
- 7.14.2 Week – a week shall be a period of seven consecutive days of 24 hours. The pay week is Monday to Sunday.
- 7.14.3 Written agreement – shall mean an agreement reached by consultation between the employer and the employee. All such agreements shall be in writing except where otherwise stated within this Agreement and they will be held on file. Such written agreements shall be available to the employee and the union.

8.0 BREAKS

- 8.1 **Employees will be entitled to the following paid rest breaks and unpaid meal breaks:**
- 8.1.1 one paid 15-minute rest break if their work period is between two and four hours;
- 8.1.2 one paid 15-minute rest break and one unpaid 30-minute meal break if their work period is between four and six hours;
- 8.1.3 two paid 15-minute rest breaks and one unpaid 30-minute meal break if their work period is between six and eight hours.

If more than an eight-hour period is worked, these requirements automatically extend to cover the additional hours on the same basis.

9.0 PROBATIONARY PERIOD

- 9.1 The Employee shall be employed on a probationary basis, for up to three months. This period may be extended by agreement between the Employer and Employee.
- 9.2 Where the conduct or performance of the employee during the probationary period is likely to affect continued employment, the Employer shall advise the Employee specifying the area of dissatisfaction, the improvement required, and the period of time by which that improvement is to be achieved. If the desired improvement is not forthcoming, the matter will be dealt with in accordance with Clause 15.
- 9.3 During the probationary period, the Employer may terminate the Employee's employment by providing one weeks' notice.
- 9.4 In all cases the right of the Employer to dismiss the Employee without notice for serious misconduct following a fair procedure will remain.

10.0 REMUNERATION

- 10.1 The Employee will be paid the remuneration set out in Schedule A to this Agreement by direct credit into a bank account nominated by the Employee unless otherwise agreed.
- 10.2 The Employee may be entitled to the following benefits:
- (a) A one-off payment of \$30.00 gross for any instance in which the Employee is directed by his/her supervisor to clear or otherwise handle human waste or bodily fluids.
 - (b) If the Employee is employed on a full-time basis, the employee will be provided with at least three serviceable uniform shirts. Employees wearing suits, chef's uniform or porter's vests will be entitled to have those uniforms laundered free of charge by the Employer.
 - (c) A meal during any shift in excess of 5 hours. The Employer will make available to all Employees hot drink facilities during meal and rest breaks.
 - (d) Free car parking at or near the workplace.
 - (e) The Employer will arrange and facilitate annual influenza vaccinations for those Employees who wish to receive the same.
- 10.3 **Deductions from wages and/or holiday pay**

The parties will comply with the provisions of the Wage Protection Act 1983 and its amendments. For the purposes of this Agreement and the Employee's employment, the Employee expressly gives the Employer's written consent to the Employer deducting any money legally due and owing by the Employee to the Employer from the Employee's remuneration, including monies (wages, holiday pay, alternative holiday pay and the like) received including upon termination of employment.

Deductions may be made from the Employee's wages and/or holiday pay in the following circumstances:

- i by written agreement between the Employer and Employee;
- ii as otherwise provided by this Agreement;

- iii from final pay for any unreturned protective clothing, equipment, or any other property, or any debt demonstrated by the employer to be owing to the Employer, whatever it may be.

10.3.1 Subject to clause 10.3.2 below, before making any deductions under this Clause the Employee will be consulted as to the circumstances, the amount of the deduction and any reasonable schedule of payment period.

10.3.2 If the Employee abandons his or her employment or otherwise leaves without providing notice, the Employee agrees that the Employer may deduct any money legally due and owing by the Employee to the Employer from the Employee's final pay including holiday pay. The Employee expressly consents to such deduction in accordance with the Wage Protection Act 1983 and its amendments.

10.4 Deduction of union fees

Union fees will be deducted from the Employee's wages unless the Employer and Employee agree otherwise in writing.

10.5 Overpayment of wages

In the event of an overpayment of wages, the Employer may recover the amount of overpayment from the employee in accordance with the Wages Protection Act 1983. The Employee consents to such deduction. Prior to making such deduction, the Employee will be consulted as to the amount of the deduction and any reasonable schedule of payment period.

10.6 Recognised qualifications

A list of recognised qualifications is shown in Schedule D. This list is provided as an indication of the qualifications recognised in the hospitality industry and is one factor in determining wage levels.

10.7 The Employer may approve and pay for relevant training for employees where such training is appropriate.

11.0 LEAVE

11.1 The provisions set out below covering public holidays, annual leave, sick leave and bereavement leave are in accordance with the Holidays Act 2003 and are not additional thereto.

11.2 The employee can obtain further information about leave entitlements under the Holidays Act 2003 by contacting the Ministry of Business, Innovation and Employment by telephone on 0800-800-863 or via the website www.ers.govt.nz

11.3 Public holidays

11.3.1 Because of the seven day a week nature of the Employer's business, the Employee may be rostered to work on public holidays. However, where the public holiday falls on a day that is not otherwise a working day for the Employee, the employee may choose not to be rostered to work the holiday. On all other days the Employee will be required to work the public holiday if the Employer so rosters the Employee and the Employee agrees to do so.

11.3.2 Except as set out in this Clause, the following days are recognised as public holidays in accordance with the Holidays Act 2003:

25 December	26 December
1 January	2 January
Waitangi Day	Good Friday
Easter Monday	Anzac Day
Queens Birthday	Labour Day
Provincial Anniversary Day	Matariki

- 11.3.3 If Christmas Day, Boxing Day, January 1st or 2nd Waitangi Day or ANZAC day fall on a Saturday or Sunday, and the employee does not otherwise work on that day, the holiday is transferred to the following Monday or Tuesday as appropriate in accordance with the Holidays Act 2003.
- 11.3.4 If any of the holidays as set out in 11.3.3 fall on a Saturday or Sunday and the Employee would otherwise work on that day, the holiday remains on the day on which it actually falls.
- 11.3.5 If an Employee works on any part of a public holiday the Employee shall be paid time and a half for the time actually worked on that day.
- 11.3.6 Where a public holiday would otherwise be a working day for the Employee and the Employee does not work on the public holiday, the Employee shall be paid in accordance with the Holidays Act.
- 11.3.7 Where the Employee is rostered to work for any period on a public holiday, and that holiday falls on a day that would otherwise be a working day for the Employee, the Employee shall be given an alternative holiday to be taken at a time in accordance with the Holidays Act 2003. The alternative holiday shall be paid at the Relevant Daily pay as defined in Clause 2.6.
- 11.3.8 If an Employee works on a public holiday that is not otherwise a working day, the employee shall be paid time and a half for the time actually worked on that day but will have no entitlement to an alternative holiday.
- 11.3.9 If an Employee has worked on a given day of the week for 7 out of the previous 13 weeks then Jet Park will consider that to be otherwise a working day. Where the Employee has worked for less than 13 weeks, the test will be whether they were paid for the majority of the days in question. This section does not operate to reduce any entitlements or obligations under the Holidays Act. Employees may discuss with Jet Park whether a given day was otherwise a working day.

11.4 Annual leave

- 11.4.1 In accordance with the Holidays Act 2003 the Employee shall, upon the completion of each year of continuous employment, be entitled to 4 weeks paid annual holidays ("annual leave") to be taken at time to be mutually agreed between the Employee and the Employer having regard to the employer's operational requirements and the desires of the Employee.

11.4.2 Payment for annual leave will be at the greater of the **Ordinary Weekly Pay** as defined in Clause 2.3 at the time the holiday is taken, or the Employee's **Average Weekly Earnings** as defined in Clause 2.4 over the 12-month period immediately before annual leave is taken.

- 11.4.3 Should any public holiday occur during the Employee's annual leave the public holiday entitlements shall be in addition to the annual leave being taken.
- 11.4.4 Where the employee does not take annual leave within twelve months of it becoming due, the Employer may direct the Employee to take annual leave by giving the employee 14 days' notice in writing to do so in accordance with the Holidays Act 2003.

11.4.5 Payment for annual leave shall be paid to the Employee in the pay period that relates to the annual leave being taken unless the Employee requests otherwise.

11.4.6 Annual leave may be taken in advance of the completion of each year of continuous service. Where the Employer agrees that the employee may take annual leave in advance, the annual leave taken in advance shall be deducted from the Employee's annual leave entitlement under Clause 11.4.1.

11.5 Sick leave

11.5.1 After six months of current continuous employment, the Employee shall be entitled in each subsequent year of employment to sick leave for up to ten days per annum calculated at the rate of the employee's Relevant Daily Pay as defined in Clause 2.6.

11.5.2 The Employee is entitled to use the sick leave entitlement in cases of genuine sickness or injury or when the Employee's spouse or a dependent person (such as a child or parent) is sick or injured.

11.5.3 Sick leave not taken in any 12-month period is retained and can accumulate for up to 20 days. Up to 20 days may be carried over to the following 12-month period of continuous employment. Maximum entitlement in any one year is 20 days.

11.5.4 Sick leave will not be paid in respect of any day on which the employee is not rostered to work.

11.5.5 The Employee shall notify the Employer that they are unable to work due to sickness or injury as soon as practicably possible on each day of sickness or injury.

11.5.6 For any absence due to sickness or injury of more than one day, the Employee is required to notify the Employer of the expected date of their return to work. The purpose of the notification is to enable the Employer to engage a replacement Employee if necessary.

11.5.7 The Employee may be required to produce a medical certificate stating the anticipated duration of the sickness or injury in accordance with the Holidays Act 2003 and its amendments, and if any special provisions are required on return to work. The medical certificate must state that the Employee has attended a medical specialist and was or is, in the opinion of the medical specialist, unfit for work. The Employer may be entitled to inquire further into the reasons for the sickness in order to meet its obligations to the employee on return to the workplace.

11.6 Bereavement Leave

11.6.1 After six months of current continuous employment the Employee may, on the production of satisfactory evidence, take a maximum of three days' bereavement leave on each occasion of the death of the Employee's spouse, parent, child, brother or sister, grandparent, grandchild, and spouse's parent. The Employee will also be entitled to this leave in the event of a miscarriage or stillbirth.

11.6.2 At the Employer's discretion the Employee may, on the production of satisfactory evidence, take one day's bereavement leave on the death of any other person where the Employer accepts the employee has suffered bereavement.

11.6.3 The relevant factors the Employer will consider in granting bereavement leave in accordance with Clause 10.6.2 include the closeness of the association between the Employee and the deceased person, whether the Employee has to take significant responsibility for any of the funeral arrangements, and any other responsibilities of the employee in relation to the death.

- 11.6.4 The Employee shall give the employer notice of their bereavement as soon as possible after the death of the person concerned.

11.7 Parental leave

Parental leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987. Jet Park will ensure that all annual leave that is paid to employees who have been on parental leave will be paid at the greater of ordinary weekly pay or average weekly earnings.

11.8 Long Service Leave

The Employee shall be entitled to special holidays as follows:

- 11.8.1 One day of special leave, each year after the completion of five years continuous service. This leave is to be taken in the month of the Employee's birthday and shall be paid at the rate of the Employee's ordinary weekly pay.
- 11.8.2 One special holiday of ten days after the completion of 10 years continuous service.
- 11.8.3 One special holiday of 15 days after the completion of 15 years continuous service.
- 11.8.4 One special holiday of 20 days after the completion of 20 years continuous service.
- 11.8.5 For the purpose of clarification, the special holidays provided for in this clause are one-off entitlements which are not cumulative, and which are forfeited if not taken within 12 months of becoming entitled to long service leave.
- 11.8.6 Should any public holiday occur during the Employee's paid long service holiday, leave on the public holiday/s shall be in addition to the long service leave being taken, which may or may not be paid leave.
- 11.8.7 Payment for long service holidays shall be at the ordinary weekly pay rate.

11.9 Family Violence Leave

- 11.9.1 The employee can take up to 10 paid days off a year to deal with the effects of family violence. This leave will be available after 6 months of employment.

The employee can take family violence leave if:

- (a) They are affected by family violence
- (b) A child living with them- no matter how often- is affected by domestic violence.

There is no limit on when the abuse occurred. The employee must tell their manager if they are going to take domestic violence leave as soon as early as possible before they are due to start work (or if not possible, as soon as possible after that time).

- 11.9.2 The employee can also ask for flexible work arrangements for up to two months to deal with the effects of domestic abuse. The request must be in writing and state the exact conditions of flexibility that are required by the employee. The employer will respond to a request no later than one month after receiving it.
- 11.9.3 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 3 days of receiving a request for Flexible Working Arrangements.
- 11.9.4 Unused Domestic Violence Leave does not carry over from year to year and is not paid out on termination of employment.

11.10 Compassionate Leave Bank

The Employer will maintain a Compassionate Leave Bank (Bank) for the use of members employed pursuant to this Agreement. On the date of commencement of this Agreement, there are 6 days in the Bank.

Compassionate leave days held by the Bank may be granted to Employees employed pursuant to this Agreement in circumstances where:

- (a) the person has been a union member and an Employee of the Employer for no less than six months;
- (b) the person has exhausted the entirety of their statutory annual, sick and bereavement leave entitlements, together with any additional contractual entitlements such as long service leave;
- (c) the Employee has a need for further leave, which is established by appropriate evidence;
- (d) the Employee's need for further leave is in excess of one day; and
- (e) the union agrees.

11.10.1 Leave from the Bank will be granted in the Employer's discretion in consultation with the union, and may be for any amount of days not exceeding the total number of days in the Bank. Leave granted from the Bank will be paid to the Employee at the Employee's ordinary rate of pay.

12.0 RESPONSIBILITIES OF THE EMPLOYEE

Under this Agreement, the Employee shall:

- 12.1 At all times comply with all reasonable and lawful instructions issued by the Employer and shall comply with all rules and procedures established for the conduct of the Employee or employees in general.
- 12.2 At all times maintain an acceptable standard of dress and appearance. The Employee will be advised of any specific uniform requirements, with which he/she must comply.
- 12.3 Carry out his/her duties faithfully, effectively, and to the best of the Employee's ability and devote his/her whole time and attention during working hours exclusively to the Employee's duties and not engage in any other activity inconsistent with the performance or services under this Agreement.
- 12.4 The Employee must not give an interview or take part in any work-related discussions with any media without first discussing this with the employee's Manager.
- 12.5 The Employee confirms that they are not involved in any situation that might create or appear to create a conflict of interest. The employee further agrees not to become involved in any situation, that might create or appear to create a conflict of interest and agrees that during his/her employment, the Employee will report immediately circumstances or situations arising that might involve or appear to involve the Employee in a conflict of interest situation.
- 12.6 The Employee must notify the employer within 48 hours of being charged with any criminal or serious traffic offence.

- 12.7 For the avoidance of doubt, breach of any of the terms of this agreement may result in disciplinary procedures being initiated in accordance with Clause 14 and may adversely affect continued employment.

13.0 HOUSE/WORK RULES

- 13.1 Various house or work rules and policies may be developed for the effective and safe operation of the Employer's business and for the welfare and interests of employees and customers, and the Employee must comply with these particular rules and policies. Such rules or policies may be changed by the Employer from time to time to meet operational requirements. The Employer will notify the Employee of such rules and policies and any changes. All house and work rules must not be inconsistent with this Agreement.
- 13.2 Examples of such rules and policies, which may or may not be written down, may include a visitor's policy, smoking areas, safety rules, security practices, uniform requirements and rules regarding proper conduct towards fellow employees and the employer.

14.0 TERMINATION OF EMPLOYMENT

- 14.1 Where employment is terminated, in accordance with this Agreement, the Employer or the Employee must give the other either two weeks' notice of termination or resignation.

Where either party terminates the employment without giving the required period of notice, two week's wages shall be paid or forfeited by the defaulting party. The parties may shorten the notice period by agreement.

- 14.2 Where notice of termination is given by the employer or employee under Clause 13.1, the Employer may elect to pay wages in lieu of notice or require the employee to take garden leave for some or all of the notice period but this shall not constitute summary dismissal.
- 14.3 Nothing in this Agreement shall prevent the Employer from dismissing the employee for serious misconduct without any period of notice or payment in lieu.
- 14.4 Where the Employee absents himself/herself from work for two or more consecutive scheduled working days without notification to the employer, the Employer, after making reasonable inquiries, shall be entitled to conclude that the employment has been terminated by the Employee by reason of abandonment without notice.
- 14.5 **Termination on medical grounds**
- 14.5.1 The Employer may terminate this Agreement by giving such notice to the Employee as the Employer deems appropriate in the circumstances if, as a result of mental or physical illness or accident, the employee is rendered incapable of the proper and ongoing performance of his/her duties under this Agreement.
- 14.5.2 The Employer will not terminate this Agreement without first undertaking the following procedure:
1. Providing adequate warning to the Employee;
 2. Fully consulting with the Employee and the Employee's representative;
 3. Considering redeployment and retraining of the Employee; and
 4. Obtaining an independent medical opinion (with the Employee's consent) as to the Employee's medical condition.

15.0 DISCIPLINARY PROCEDURES

The procedures set out in this clause will be followed in circumstances where the matter(s) causing concern is/are not of sufficient seriousness to warrant summary dismissal.

15.1.1 The Employee will be required to attend a disciplinary meeting and will be advised:

- i. Of her/his right of assistance and/or representation at any stage, including at the disciplinary meeting;
- ii. Of the specific matter(s) causing concern that will be discussed at the disciplinary meeting and given an opportunity to state any reasons or an explanation in response to the matters of concern before any decisions are made;
- iii. Of the corrective action(s) required to remedy the situation.

15.1.2 Under normal circumstances the first two occurrences of minor misconduct would entail warnings, and the third instance of the misconduct could entail dismissal with or without notice.

15.1.3 The Employee will always be given sufficient time to take the necessary corrective action(s).

15.1.4 Any action under this clause is to be recorded in writing and both parties are to receive a copy.

15.1.5 If, in the opinion of the Employer, the situation warrants it, the Employee may be suspended on pay pending the resolution of the matter(s) causing concern.

15.2 Summary Dismissal

15.2.1 The Employer may dismiss the Employee without notice for serious misconduct.

15.2.2 The procedure for summary dismissal will be as follows:

- i. The Employee will be required to attend a disciplinary meeting and will be advised of his/her right to assistance and/or representation at any stage, including at the disciplinary meeting, the incident of serious misconduct, and that the Employee will have an opportunity to respond to the alleged misconduct before the Employer makes any decisions.
- ii. At the disciplinary meeting, the Employer will advise the employee of the specific allegation, and the seriousness of the situation, and provide the Employee with an opportunity to explain what happened. If the explanation is not satisfactory to the Employer, the Employer may inform the Employee that the allegations may be investigated further. The Employee may be suspended, on pay, to allow a full investigation to take place.
- iii. When the Employer is satisfied that the matter has been fully investigated, the Employer will arrange a meeting with the employee and make the findings of the investigation known. The Employee will be allowed a reasonable and adequate opportunity to make further representations to the Employer.
- iv. If the Employer is satisfied there is just cause to dismiss, unless there are mitigating circumstances and/or a lesser sanction is imposed, the Employee will be informed of the decision to dismiss.

16.0 EMPLOYMENT RELATIONSHIP PROBLEMS

- 16.1 Any employment relationship problem as defined in section 5 of the Employment Relations Act 2000 will be dealt with in accordance with the Dispute Resolution Procedure, a copy of which is attached as Schedule B.

17.0 DISCRIMINATION AND HARASSMENT

- 17.1 The parties to this Agreement acknowledge that sexual or racial harassment in the workplace is totally unacceptable and undertake that, where sexual or racial harassment occurs, that they will take whatever steps practicable to prevent such behaviour.
- 17.2 The parties to this Agreement acknowledge that any discrimination as defined in section 105 of the Employment Relations Act 2000 is totally unacceptable and undertake that, where discrimination occurs, that they will take whatever steps practicable to prevent such behaviour.
- 17.3 If the Employee believes that they have been subject to behaviour amounting to harassment or discrimination of any kind then the Employee should as soon as possible report the behaviour to their manager or the Employer who will listen to your complaint, investigate and if necessary take appropriate action. You may also invoke the Dispute Resolution procedure in Schedule B of this Agreement.

18.0 HEALTH AND SAFETY

- 18.1 The Employer will take all practicable steps to ensure a safe and healthy work environment for all employees. The Employee shall comply with all reasonable directions regarding health and safety and shall operate any equipment with reasonable care and in carrying out their duties will take all practicable steps to complete duties in a way that is safe and healthy to themselves and any other people in the workplace. A copy of the Employer's Health and Safety Policy forms part of this agreement and the Employee agrees to read, understand, implement and comply with the terms therein.
- 18.2 Where appropriate and necessary, at the Employer's discretion, the Employer will provide safety equipment and protective clothing and the Employee will wear this protective clothing and use this equipment when directed to do so by the Employer.
- 18.3 The Employee is required to report to the Employer all accidents and/or injuries. Failure to do so may result in dismissal.
- 18.4 The Employee shall notify the Employer within one working day of filing any work-related claim with the Accident Rehabilitation & Compensation Insurance Corporation (ACC) and provide the Employer with a copy of any relevant documents.
- 18.5 The Employee must advise the Employer of any medical condition, including stress or personal circumstances and non-work-related ACC claims that they consider may impact on their ability to perform their duties safely and effectively.

19.0 EMPLOYMENT RELATED STATUTORY RESPONSIBILITIES

The Employee acknowledges that:

- 19.1 The Employee may be required to perform a number of duties under this Agreement that are subject to statutory governance including, but without limitation, the Sale of Liquor Act

1989, the Gambling Act 2003 and the Smoke-free Environments Amendment Act 2003 and related regulations.

- 19.2 In the event of a breach of any requirement of any relevant statute or regulation, either before commencing employment or during the employment may adversely affect ongoing employment.
- 19.3 Failure by the Employee to disclose any criminal convictions or any other matter may adversely affect on-going employment.
- 19.4 Should the Employer believe the above provisions have not been met this may result in disciplinary proceedings which may adversely affect continued employment.

20.0 EMPLOYEE PROTECTION PROVISIONS AND REDUNDANCY

- 20.1 Where the Employee's position becomes surplus to the Employer's staffing requirements due to changes in the Employer's business operations with no alternative position available to the Employee the Employer may determine, following consultation with the Employee, that the Employee's position is redundant.
 - 20.1.1. Where the Employee's position becomes redundant under Clause 20.1 the Employee shall receive four weeks notice of termination of employment. The Employee shall not be entitled to redundancy compensation.
 - 20.1.2 At the Employer's discretion, the Employer may elect to pay remuneration in lieu of notice under Clause 20.1.1, but in all other respects no further compensation for redundancy shall be payable to the Employee.
- 20.2 Where the Employer is contracting out, selling or transferring all or part of the business (called a 'restructure') including the part of the business where the Employee is employed, the following provisions will apply:
 - i. Where practicable the Employee will be advised about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made. Where consultation is not practicable due to commercial sensitivity, or other genuine reasons, the Employee will be advised and consulted as soon as practicable.
 - ii. If the Employer decides to proceed with the proposed restructure the Employer will negotiate with the purchaser with a view to the new Employer employing the Employee on the same or similar terms and conditions and recognising the employment as continuous.
 - iii. The Employee hereby agrees to the terms, conditions and entitlements of their employment being made known to any prospective purchaser.
 - iv. The Employee will be advised of timeframes for such negotiation and for the acceptance of any offer of employment or of any application and interview process as soon as possible.
 - v. The Employee is entitled to choose whether or not to accept any employment with a purchaser of any or all of the business. In the event that the purchaser offers the

Employee employment under Clause 20.2 ii above no redundancy situation will arise and the Employee will not be entitled to receive redundancy compensation whether or

not the employee chooses to accept the offer of employment. The Employee shall receive four weeks notice of termination if such notice is reasonably practicable.

- vi. In the event that the purchaser is not prepared to offer the Employee employment in terms of Clause 20.2 ii above or offers employment on substantially less favourable terms and conditions and/or without recognition of the Employee's service the Employee will receive four weeks notice of termination if such notice is reasonably practicable.
- vii. Notwithstanding clauses 20.1 and 20.2 above, where the Employee provides cleaning services or food catering services in relation to any other place of work as a substantial part of their duties under this agreement, the Employee shall be entitled to the entitlements for "specified categories of employees" in terms of Part 6A subpart 1 of the Employment Relations Act 2000 as inserted by the Employment Relations Amendment Act (No 2) 2004.

21.0 CONFIDENTIALITY

- 21.1 The Employee shall not during the period of the employment and after termination for any reason, other than in the course of the Employee's duties, or as may be required by law, disclose any confidential information to any person other than a person or another employee authorised by the Employer.
- 21.2 In this Clause, "confidential information" means any information relating to the business or financial affairs of the Employer other than information which is public knowledge and shall include: any trade secrets, specialised know-how or practices in which the Employer may from time to time engage in business, and includes any customer lists, customer requirements, performance reports and the employer's profitability figures or reports, contracts and other financial information in relation to the business of the Employer or in relation to any customer which are or may be of commercial value to a competitor.
- 21.3 The Employee should not be involved in any employment relationship that creates a conflict of interest.

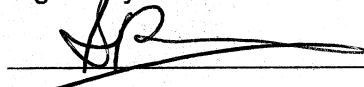
VARIATION

The parties to this agreement acknowledge that circumstances may arise during the term of this agreement that warrant variation of this agreement. The parties agree that this agreement may be varied by agreement between the parties in writing and that no such variation shall be effective until signed by both parties.

EXECUTION OF AGREEMENT

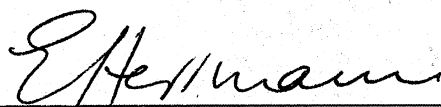
Dated this 9th day of June 2022.

Signed by



21.6.22

Unite Union Inc



Jet Park Hotel Limited trading as Jet Park Airport Hotel and Conference Centre

SCHEDULE A**Example of Summary of Employee's Specific Terms and Conditions of Employment**

Employee	[Employee Name]
Address of Employee:	[Current Address]
Employer:	Jet Park Hotel Limited trading as Jet Park Airport Hotel and Conference Centre
Place of work:	Jet Park Hotel, 63 Westney Road, Mangere, Auckland
Description of work:	[Job Description Position Title]
Job Description:	<i>Attached to Employment Agreement</i>
HOD Reporting To:	[HOD Department Position]
Employment Commencement Date:	[Date of Employment]
Review Date:	[90 days from date of employment]
Wages:	\$ per hour
Other Benefits:	Free Parking Staff Meals Provision of Uniform Dry Cleaning
Tools for usage and return upon termination of employment:	Not Applicable
Hours of work:	Specify Band
Date of Annual Performance Review:	[1 year from initial date of employment]
Date of Annual Pay Review:	1 st April, (following year)_____
Other conditions of Employment:	Probationary Period ends on above Review Date

Signed by Employee: Employee Name

Signature

Date:

Signed by Employer: Jet Park Hotel Limited

Signature

Date:

SCHEDULE B

Dispute Resolution Procedure

We are committed to dealing with any problems which may arise for you in your employment with us. If you think you have a problem in your employment, please let **X Manager, Jet Park Hotel Limited** know immediately, so we can try and resolve it with you as soon as possible. If you don't feel you can approach the above people, please contact **The Human Resources Manager, Jet Park Hotel Limited** instead, or someone else you feel comfortable with.

Employment Relationship Problems

Some problems are classified as "**Employment Relationship Problems**" and these include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay. If such a problem arises, or if a concern becomes more serious, please make sure you bring to our attention that it is an 'Employment Relationship Problem' for you. In some cases, there is a **time limit** of 90 days in which you have to do this.

Mediation Services

If you do try to bring your problem to our attention but we don't address the issue or if you don't feel happy with our response, then you can contact **Mediation Services of the Ministry of Business, Innovation and Employment** for free assistance.

Their phone number is 0800 800 863.

The mediator will try to help us resolve the problem but won't make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

If your problem is still not resolved to your satisfaction, then you can go to the Employment Relations Authority for assistance. This is a more formal process and you might want to have someone representing you. The Authority investigates the problem and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

Representation

At any stage, you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. You may prefer to have your lawyer, a friend or family member with you as a support person, and we encourage you to do so.

Personal Grievances

If, after bring your concerns to our attention as outlined above you feel that you have grounds for raising a personal grievance (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must do so within 90 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time.

If you raise your grievance out of time, we can choose to accept the grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

SCHEDULE C

Job Description (attached)

SCHEDULE D

Qualifications

This information is provided as an indication of the qualifications recognised in the hospitality industry and is one factor in determining wage levels.

Current Recognised Qualifications

National Certificates in:

Hospitality (Level 1)
Accommodation Services (Level 2)
Cookery (Level 2, 3, 4)
Food and Beverage Service (Level 2, 3, 4)
Front Office (Level 3)
Guest Services (Level 2)
Kitchen Assistant (Level 2)

National Diplomas in:

Hospitality Management (Level 5)
Business Management (Level 5)

The qualifications below are no longer issued but remain recognised:

TCB Food Hygiene Certificate	NZQA811 Certificate in Food Safety
NZQA812 Advanced Cert in Food Safety	NZQA751 General Catering Certificate
NZQA752 Basic Cookery Certificate	NZQA753 Professional Cookery Certificate
NZQA841 Restaurant Service	NZQA842 Professional Restaurant Service
NZQA843 Adv. Professional Restaurant Service	NZQA845 Wine Service
NZQA846 Professional Wine Service	NZQA847 Adv. Professional Wine Service
NZQA848 Bar Service	NZQA849 Professional Bar Service
HCITB Certificate in Wine	TCB Wine and Liquor Service
TCB Restaurant Service	HCITB Managers Certificate on the
HCITB Bartenders	Sale of Liquor Act
HCITB Polytechnic Certificate in Hotel	HCITB On the Job Instructors
Reception (1 year)	C&G 706/1, C&G 706/2