

# **unite**

## **ACCOR/Unite Union**



## **Collective Agreement**

**1.4.2023- 31.3.2024**

# COLLECTIVE EMPLOYMENT AGREEMENT

## For Unite Union members employed at

<u>Hotel Name</u>	<u>Legal Entity Name</u>
Ibis Budget Auckland Central	Wyndham Street Hotel Nominee Company Limited
Mövenpick Auckland	CP Hotels Limited
Novotel Ibis Auckland Ellerslie	PR Hotels Limited
Ibis Wellington	PR Featherston Street Limited
Novotel Wellington	PR Hotels Wellington Limited
Novotel Rotorua Lakeside	Cogent Corporation Limited
Ibis Rotorua	Cogent Corporation Limited
Sofitel Auckland Viaduct Harbour	Custom Street Hotel Limited
Sofitel Wellington	CP Wellington Holdings Limited
The Sebel Quay West Auckland	Accor Australia & New Zealand Hospitality Pty Limited
The Sebel Auckland Viaduct Harbour	Accor Australia & New Zealand Hospitality Pty Limited
Ibis Christchurch	Canterbury Hotels Limited
Novotel Christchurch Cathedral Square	Canterbury Hotels Limited
Mövenpick Wellington	CP Hotels Limited
Ibis Budget Auckland Airport	Auckland International Airport Limited
Ibis Hamilton	HRH Limited Partnership
Novotel Hamilton	HRH Limited Partnership
Novotel Auckland Airport	Tainui Auckland Airport Hotel LP
Pullman Auckland	GPR Hotels Limited
So Auckland	Custom Street Hotel Limited
Pullman Rotorua	1135 Arawa Street Limited
The Sebel Manukau	Rayland Enterprises Limited
Sofitel Queenstown	NZ Hotel Central Lakes Management LP

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## ADMINISTRATION

### 1 THIS AGREEMENT

This agreement is a Collective Employment Agreement in accordance with Part 5 of the Employment Relations Act 2000 and amendments.

Both the Employer and the Union will comply with their obligations of good faith, pursuant to the Employment Relations Act 2000 and amendments.

### 2 COMPLETENESS

This agreement replaces any previous expressed, implied or written agreement's terms or provisions that may have existed prior to the date of this agreement coming into force.

### 3 COVERAGE

This agreement covers all employees employed by those employers listed on the cover page of this Agreement, and where these employees are current financial members of Unite Union. Clauses 5, 7, 8, 10, 11 and 24 do not apply to salaried staff. This coverage includes those employees as specified in Schedule B of this Agreement.

## EMPLOYMENT CLASSIFICATIONS AND REMUNERATION

### 4 EMPLOYMENT CLASSIFICATION AND REMUNERATION

#### 4.1 Waged Employees

4.1.1 The wages offered to the employee is recorded in Schedule A to this agreement.

The employee will be classified and paid in accordance with the attached Schedule B of this Agreement of hourly rates. In this document the grades and steps as attached are a guide for the employment classification of the employee. The commencement classification of the employee is at the discretion of the employer, taking into account previous experience, skill level and qualifications.

4.1.2 Where practicable, the employer will use its best endeavors to achieve pay regularity in collective agreements in the employer's hotels throughout New Zealand.

4.1.3 Nothing in this collective agreement shall operate so as to reduce the wage rates or any conditions of employment applying to any employee. If a dispute arises, the parties agree that this clause overrides clause 2 above.

4.1.4 Employee appraisals will be carried out at least annually.

#### 4.2 Salaried Employees

If a salaried employee wishes to discuss their remuneration with their employer, they are entitled to have a Union representative present. As at 1 September 2023, the minimum full time salary is \$62,000.00 pa.

#### 4.3 Time Sheets

The employee is required to record all time worked using the Zambion system. The Head of Department must approve the entries in the system. Employees may raise any concerns with Talent and Culture.

#### 4.4 Wage Records

- 4.4.1 The employer shall keep a time and wages record in which the following shall be correctly recorded:
- 4.4.1.1 The name of the employee covered by this agreement.
  - 4.4.1.2 The grade, wage rate and position of the employee.
  - 4.4.1.3 The hours worked by the employee including starting, finishing, and all break times (including tea breaks), which will be recorded on authorised time sheets pursuant to clause 4.3 of this agreement.
  - 4.4.1.4 Accrued alternative or transferred statutory holidays and taking of those days.
- 4.4.2 If the employee in exceptional circumstances receives wages by cheque or cash they shall at the time of payment sign the wage record as receipt of payment.

#### 4.5 Employee Records

These records will only be disclosed under the provisions of the Privacy Act 2020 and the Employment Relations Act 2000 and any subsequent amendments to that legislation.

#### 4.6 Continuous Service

When transferring between Accor properties, an employee's service with the brand will remain continuous. Union membership will also remain continuous. Talent and Culture Managers will outline transfers to other hotels in the comments section of monthly termination reports.

### 5 **UNIFORMS**

- 5.1 The employer shall supply and undertake reasonable laundering of the appropriate uniform for all employees. No uniforms are to be taken off the Hotel premises.
- 5.2 Notwithstanding clause 5.1 above, if in the case the employee is required to supply specified items of his/her own uniform (as per guidelines given at the time of their pre-employment interview), or is required to take their uniform off-site to launder, the employee shall be permitted to take their uniform off the premises and an allowance or reimbursement will be paid at the discretion of the employer in consultation with the union.
- 5.3 Protective footwear shall be provided for all Maintenance and Kitchen employees at the employer's expense, to a maximum of one pair per year. Employees whose employment ceases during the year may purchase the footwear from the employer at a reduced price on a pro-rata basis.
- 5.4 Where issued with any part of a uniform, if the employee fails to return any part of the uniform on termination of employment or loses or significantly damages any part of the uniform during employment the employer shall be entitled to deduct from their wages, the original cost of the uniform to the employer, less one-twelfth for each month that it has been issued. Where genuine damage or loss before termination of employment occurs, through no fault of the employee, no deduction will be made.

### 6 **PAYMENT OF WAGES**

- 6.1 Wages will be paid weekly by direct credit into no more than two bank accounts nominated by the employee within two (2) working days of the end of the pay week.

- 6.2 The employee will be supplied each week with a statement detailing the calculation for the earnings and deductions made from the wages.
- 6.3 The employee agrees that deductions may be made from the weekly wages for time lost through default, sickness, accident, board and lodgings, leave, non return of a provided uniform, and any other deduction requested by the employee, such as medical insurance and union fees.
- 6.4 In the event of overpayment of wages, the employer may recover the amount of the overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment.
- 6.5 Where the employee is due pay for annual leave, statutory holidays, or on termination, payment will be made on the employee's next ordinary pay day.

## 7 HOURS OF WORK

- 7.1 All employees will be guaranteed minimum hours of work in one of the following bands:
- 7.1.1 8 hours per week
  - 7.1.2 16 hours per week
  - 7.1.3 20 hours per week
  - 7.1.4 30 hours per week
- 7.2 An employee may have a specified number of guaranteed hours per week (including less than 8) by agreement with the employer. An employee's band will be specified at commencement of employment or after a review of hours worked.

**The employer will review the employee's hours worked after 12 months of employment. If the employee's average hours are above a higher band than the employee is currently on, that higher guarantee of hours will be offered to the employee. If an employee's average hours are close to but below a higher band, the employer may offer the higher guaranteed hours at its discretion.**

- 7.3 The employee may request a review of average hours after 18 months and then no more than twice per year. The employee may request a review after six months but this shall be at the employer's discretion.
- 7.4 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 unreasonably withheld.
- 7.5 The parties also agree that the Union can request a copy of union members' average hours and band. This request can be made up to twice a year.
- 7.6 The ordinary hours of work shall not exceed 40 hours over a five day period except by prior written agreement. Where practicable the employee's ordinary working day will be 8 hours of work.
- 7.7 An employee may be asked to work a sixth day in any one pay week should the operational requirements necessitate this. Agreement to work a sixth day must be mutual.

7.8 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 ordinary rate.

7.9 Definitions

7.9.1 *Day*

A day will run from midnight to midnight including those employees who work overnight.

7.9.2 *Week*

A week shall be a period of seven consecutive days of 24 hours and these seven days shall be the pay week.

7.9.3 *Written Agreement*

"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.

7.10 Prior to employing new employees, the employer will offer additional hours to existing employees within that department that have the appropriate skills and availability to work additional hours via text message or WhatsApp.

**8 SPAN OF HOURS**

8.1 The ordinary hours of work will normally be worked in one shift on each day. Where the employee is required to work a split shift, the ordinary hours of work will occur where practicable within a span of 12 hours.

8.2 Where practicable a break of 9 hours shall be granted between the end of one shift and the beginning of the next shift.

**9 ROSTERED DAYS OFF**

9.1 The employer will use its best endeavors 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.

9.2 The working of more than six days straight over a two-week period shall only be by written agreement.

9.3 Heads of Department will endeavour to allocate weekends as rostered days off on a fair and consistent basis.

**10 OVERTIME**

10.1 General Provisions

10.1.1 The employer may schedule reasonable overtime. The employee is entitled to say no to overtime hours requested by the employer.

10.1.2 Where overtime is scheduled by the employer and accepted by the employee, and as a result, the employee works in excess of 40 hours over a five day period (irrespective of hours worked in a given day), all time



worked in excess of the 40 hours over the five day period shall be paid at 1.25 times the ordinary time rates.

- 10.1.3 Overtime is required to be authorised prior to its commencement.
- 10.2 Where the employee is requested to and agrees to work in contravention of clause 8.1 above, and as a result, the employee's ordinary hours of work are worked over a span of hours exceeding 12 hours, the employee will be paid for work performed in the 13th and subsequent hours at the rate of 1.25 times the employee's ordinary hourly rate.
- 10.3 Where any permanent full time employee has worked 40 hours over a five day period, and is requested to work on their sixth day in any pay week, work on the sixth day shall be paid at 1.25 of the ordinary time rate unless by prior written agreement. If a part time employee is requested to work a sixth day, this will only be paid at 1.25 of the ordinary time rate once they have completed 40 hours or more than 5 rostered shifts
- 10.4 From time to time the employer may require the employee to work in a higher paid role. The employer agrees to pay the employee at a rate commensurate to the role.

## 11 EXTRA SHIFT TIME

### 11.1 Extra Shift Time

Notwithstanding clause 10 above, the employee may volunteer for or request an extra shift or shifts at their hotel, including another department, or another Accor Hotel within the same area.

- 11.1.1 All extra shifts shall be paid at the employee's ordinary hourly rate.
- 11.1.2 All extra shifts must be by written agreement.
- 11.1.3 Agreement to extra shifts shall be at the discretion of the employer.
- 11.2 Employees are entitled to refuse shifts outside of their guaranteed minimum hours.

## 12 MEAL BREAKS AND REST BREAKS

- 12.1 The employee shall be entitled to the following breaks:

Hours Worked	Meal Breaks	Rest Breaks
2- 4 hours	Nil	1 x 15 minute
4 – 6 hours	1 x 30 minute	1 x 15 minute
6 – 10 hours	1 x 30 minute	2 x 15 minute
10 – 12 hours	1 x 30 minute	3 x 15 minute
12 – 14 hours	2 x 30 minute	3 x 15 minute
14 – 16 hours	2 x 30 minute	4 x 15 minute

- 12.2 All break times are to be taken at agreed times between the employee and the employer which will be based around the needs of the business operation and authorisation of a Supervisor. In the absence of a reasonable agreement, and where the entitlement exists the meal break will be taken in the middle of the work period and

rest breaks at one third and two thirds of the way through the work period, so long as it is reasonable and practicable to do so.

- 12.3 A meal shall be available free of charge for each meal break. Should the meal break be interrupted for work reasons the employee shall be allowed to extend their break by at least the time of the interruption(s).

### 13 ROSTERS

- 13.1 A roster of days on, including times, and days off for the employee shall be displayed in each department or via Zambion at least seven days in advance.
- 13.2 Changes to rosters within seven days should only be made with the written agreement of both parties. Except where interruption of the roster is due to closure of the business, is attributable to strike action, terrorism, war, civil disturbance, flood, fire, earthquake or other acts of God, wages will continue to be paid in accordance with the posted roster, should closure of the business occur under this clause.

### 14 SURVEILLANCE

Employees will be notified if they are being recorded visually or aurally.

## LEAVE

### 15 STATUTORY HOLIDAYS

- 15.1 Statutory/public holidays shall be allowed in accordance with the Holidays Act 2003, and any subsequent amendments to that legislation, which provides for twelve whole statutory/public holidays in each year. The following twelve days are/ will be designated as public holidays:

1 January	2 January
Waitangi Day	Good Friday
Easter Monday	Anzac Day
Birthday of the Reigning Sovereign	Matariki
Labour Day	25 December
26 December	Anniversary Day

- 15.2 Each public holiday set out in clause 15.1 shall be a paid holiday in addition to the employee's annual leave entitlements where the public holiday falls on what would otherwise be a working day for the employee.
- 15.3 If the employee has worked on a given day of the week for 7 out of the previous 13 weeks then the employer will consider that to be an otherwise 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. For the purpose of payroll calculations a working day includes any approved leave. The employee may discuss with their manager whether a given day was an otherwise working day. This clause does not operate to reduce any entitlements or obligations under the Holidays Act 2003.
- 15.4 Payment for the public holiday shall be in accordance with the Holidays Act 2003 and its amendments.
- 15.5 The public holidays as listed in clause 15.1 are to be observed on the days on which they actually fall.

- 15.6 If Waitangi Day, ANZAC Day, Christmas Day, Boxing Day, January 1 and 2nd fall on a weekend, and the employee doesn't normally work on the weekend, the holiday is transferred to the following Monday or Tuesday or both.
- 15.7 If Waitangi Day, ANZAC Day, Christmas Day, Boxing Day, January 1 and 2nd as outlined above fall on a Saturday or Sunday or both and the employee normally works on that day/s, the holiday remains on the day on which it actually falls.
- 15.8 Due to the nature of our business, the Employee may be required by the Employer to work on a statutory/public holiday and agrees to do so if required. Should the Employee work for the Employer on a statutory/public holiday the following will apply:
- 15.8.1 The Employee will be paid time and a half for the hours actually worked on that day (this amount being calculated in accordance with the Holidays Act 2003, and any subsequent amendments to that legislation); and
- 15.8.2 Where the statutory/public holiday would otherwise be a working day for the Employee, the Employee shall be entitled to an alternative holiday to be taken on a day that would otherwise be a working day for the Employee as agreed between the Employer and the Employee.
- 15.9 An alternative holiday should be taken on a day that would otherwise be a working day for the employee as agreed between the employer and employee. It is the employer's preference for alternative holidays to be taken within three months of the accrual. Failing agreement as to the day for the employee to celebrate his/her entitlement to an alternative holiday, the alternative holiday may be taken on a day to be determined by the employer, in accordance with the Holidays Act 2003 and any subsequent amendments to that legislation.
- 15.10 The employer and employee may agree in writing that a specific public holiday can be observed by the employee on another calendar day or 24-hour period which would otherwise be a working day. Any request from an employee must be considered in good faith and any agreement compliant with legislation and confirmed in writing.
- 15.11 Any public holiday being transferred must be identified or identifiable in advance and must be transferred to a day that would otherwise be a working day for the employee and not another public holiday.

## **16 ANNUAL HOLIDAYS**

- 16.1 All entitlements for annual leave are inclusive of the entitlements pursuant to the Holidays Act 2003 and its amendments.
- 16.2 Annual holidays shall be taken by mutual agreement between the employer and the employee. Where the employee does not take the holidays allowed within twelve months of such entitlement, the employer may direct the employee to take such annual holidays. The employer will give not less than 14 days notice of the date upon which the employee will take annual leave.
- 16.3 After completion of one year's continuous service, the employee shall be entitled to 4 weeks paid annual holidays or as stated in the Schedule A of this agreement.
- 16.4 Payment for annual holidays shall be paid at the greater of Ordinary Weekly Pay or Average Weekly Earnings, in accordance with the Holidays Act 2003 and its amendments.
- 16.5 Should any public holiday the employee is otherwise entitled to under clause 15, fall within a period that an employee is taking as annual leave, then that day must be treated as a public holiday and not as part of the employee's annual leave.

- 16.6 Payment for annual holidays may be by direct credit on a weekly basis or by full payment. By prior request of the employee, the holiday pay can be paid by direct credit prior to leave being taken.
- 16.7 An employee may request, in writing to the employer, to cash up a maximum of one week of their outstanding entitlement to annual holidays per year. The employer cannot request the employee to cash up annual leave.
- 16.7.1 Employees may request the cash up of less than a week at a time. More than one request may be made until a maximum of one week of the employee's annual leave is paid out in each entitlement year (a period of 12 months' continuous and consecutive employment from the anniversary of the employee's starting date).
- 16.7.2 Any request must be considered by the employer within a reasonable time period (maximum 1 week period) and may not unreasonably be declined. The employee must be advised of declined requests in writing.
- 16.7.3 If the employer agrees to pay out a portion of the employee's annual holidays, the payment will be made as soon as practicable, usually the next available pay period. The value of the payment will be at least the same as if the employee had taken the holidays.
- 16.8 For the purposes of taking annual leave, an employee's working week will be in accordance with the relevant hotel's pay cycle.

## **17 SICK LEAVE**

- 17.1 All entitlements for sick leave and bereavement leave are inclusive of any entitlements pursuant to the Holidays Act 2003.
- 17.2 After six months' continuous service, the employee shall be entitled, in each subsequent 12-month period, to up to ten days of paid sick leave in accordance with the Holidays Act 2003.
- 17.3 Sick leave may accumulate up to twenty-two (22) days by carrying forward from one year to another any unused sick leave.
- 17.4 Employees can request discretionary sick leave.
- 17.5 An employee is entitled to use the sick leave entitlement in cases of genuine illness or accident of self, partner, spouse or dependent. In circumstance of misuse of sick leave the employer may investigate the matter in terms of clause 31 and/or require the employee to undergo a medical examination (at the employer's expense) by a doctor nominated by the employer in respect of any sick leave claim.
- 17.6 Where the employee is sick on a day they would have otherwise worked that is a public holiday, the day will be treated as a public holiday and the employee will be paid in accordance with the Holidays Act 2003 and its amendments.
- 17.7 If the employee is sick while on annual leave, days taken as annual leave can be treated as sick leave following consultation between the employer and employee. Should an employee be sick on days immediately preceding any annual leave the employee may take sick leave for those days they are sick leading into their annual leave, provided they have unused sick leave owing.
- 17.8 If the amount of sick leave being taken by any employee causes difficulties for the hotel and raises with the employer the question of whether or not the employee's agreement of employment is being frustrated by this leave, then at the employer's initiative, there will be consultation between the employer, the employee and if requested, by the employee's representative and/or union. The nature of the problem will be determined

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

- 17.9 The employee is required to give the maximum amount of notice of an absence due to illness, preferably at least four hours prior to the normal starting time. The hotel shall set out a clear procedure as to whom the employee shall notify.
- 17.10 Payment for sick leave shall be in accordance with the Holidays Act 2003 and its amendments.
- 17.11 For any absence due to illness 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 hotel to secure a replacement employee as necessary.
- 17.12 If the sick leave of the employee lasts three consecutive calendar days, the employer has the right to require the employee to provide proof of illness, such as a medical certificate pertaining directly to the illness at the expense of the employee. If the employer wants verification after one or two days of sick leave then it is the employer's right to do so at the employer's expense.
- 17.13 If the employee finds it necessary to stay at home to care for a partner, dependent, child or dependent parent, they will be able to use sick leave on the following conditions:
- 17.13.1 Any leave taken will be deducted from the employee's sick leave entitlement.
- 17.13.2 If the sickness of the employee's partner, dependent child or dependent parent lasts three consecutive calendar days, the employer has the right to require the employee to provide proof of illness, such as a medical certificate pertaining directly to the illness.
- 17.13.3 Notification of the intended absence and the notification of intended return to work will be as set out in the sick leave provisions of clause 17 above.

## **18 BEREAVEMENT LEAVE**

- 18.1 Upon commencement of employment, the employee shall on production of satisfactory evidence, be entitled to a maximum of three days paid bereavement leave on each occasion of the death of the employee's spouse or partner, parent, grandparent, child, grandchild, brother, sister, spouse or partner's father or mother, upon the end of the employee's pregnancy by way of miscarriage or stillbirth, or upon the end of another person's pregnancy, by way of miscarriage or still-birth, if the employee:
- 18.1.1 is the person's spouse or partner; or
- 18.1.2 is the person's former spouse or partner and would have been a biological parent of a child born as a result of the pregnancy; or
- 18.1.3 had undertaken to be the primary carer (as described in section 7(1)(c) of the Parental Leave and Employment Protection Act 1987) of a child born as a result of the pregnancy; or
- 18.1.4 is the spouse or partner of a person who had undertaken to be the primary carer of a child born as a result of the pregnancy.
- 18.2 Bereavement leave requests that fall outside the above criteria are at the employer's discretion.
- 18.3 After six months' continuous service with the same employer the employee will be entitled to paid bereavement leave on each occasion of the death of the employee's close relative:

- 18.3.1 Close relative means a person who is a member of the employee's immediate family, or is related to the employee according to Pasifika or Māori kinship rules.
- 18.3.2 Requests for paid bereavement leave will otherwise be considered by the employer, having regard to relevant relationship factors such as:
- 18.3.2.1 The closeness of the association between the employees and the deceased person.
  - 18.3.2.2 Whether the employee has to take significant responsibility for funeral arrangements.
  - 18.3.2.3 Any cultural responsibilities of the employee in relation to the death.
- 18.4 The employee shall give to the employer notice of their intention to take bereavement leave as soon as is reasonably practicable after the death of such relatives or friends.
- 18.5 The employee shall not be entitled to leave under this clause in respect of any period that coincides with any other period of leave entitlement.
- 18.6 Where employee is required to travel overseas or has Tangihanga responsibility the employer may permit the employee to use unused alternative days or annual holidays. The employer shall not unreasonably withhold permission.
- 18.7 Payment for bereavement leave will be in accordance with the Holidays Act 2003 and its amendments.

## **19 PARENTAL LEAVE**

- 19.1 Parental leave shall be granted in accordance with Accor's Parental Leave Policy and in line with the provisions of the *Parental Leave and Employment Protection Act 1987* and any subsequent amendments to that legislation.
- 19.2 Information on parental leave provisions may be found on the Ministry of Business, Innovation and Employment (ex-Department of Labour) website [www.mbie.govt.nz/](http://www.mbie.govt.nz/) or phone 0800 20 90 20 for assistance.

## **20 JURY SERVICE LEAVE**

- 20.1 Where the employee is obliged to undertake jury service, the difference between the fees (excluding reimbursement payments) paid by the Court and the employee's basic daily pay shall be made up by the employer provided that the employee produces the Court expenses voucher to the employer and that the employee returns to work if rostered to do so immediately on any day they are not actually serving on a jury. These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

## **21 FAMILY VIOLENCE LEAVE**

- 21.1 Family violence leave and flexible working arrangements will be granted in accordance with Accor's Family and Domestic Violence Leave Policy, and in line with the provisions of the Holidays Act 2003 and Employment Relations Act 2000.

## **22 GENDER AFFIRMATION LEAVE**

- 22.1 Gender affirmation leave will be granted in accordance with Accor's Gender Affirmation Policy.

## **TERMS AND CONDITIONS**

## **23 SCOPE OF EMPLOYEE'S DUTIES**

### **23.1 The employee shall:**

23.1.1 Diligently and conscientiously perform all the duties, which are assigned by their Manager or the employer. Those duties include, but are not limited to:

23.1.1.1 Compliance with specific employer policies; Environmental Policy, Human Rights and Equal Opportunity Policy, Occupational Health & Safety Policy and Return to Work (Rehabilitation) Policy.

23.1.1.2 Compliance with the hotel handbook (Welcome to Accor Handbook), specific operational hotel standards and relevant practices.

23.1.1.3 Duties as stated in the Job Description given on commencement or as amended and agreed to at any time throughout employment.

23.1.1.4 Carry out and comply with all lawful and reasonable instructions of the employer.

### **23.2 Unpleasant Duties**

23.2.1 Where an employee is required to perform unpleasant work such as cleaning up human excrement or vomit or blood (outside of and off the toilet bowl), the employee shall be paid at the normal hourly rate for the period taken to complete the task and in addition will receive a payment of \$35.00 per occasion. A supervisor will authorise this duty.

23.2.2 Extreme cases will be reviewed by the Hotel General Manager to determine use of an external cleaning company or a one-off allowance payment.

23.3 Night Shift Allowance: Where the employer rosters an employee to work a nightshift, the employee shall be paid at 1.25 times the ordinary hourly rate between the hours of 12am to 5am.

## **24 TERMS OF EMPLOYMENT**

### **24.1 Permanent Full-Time Employees**

24.1.1 If the employee is engaged on a full-time basis they shall be engaged at not less than 40 hours per week on the appropriate hourly wage and shall be paid that wage whether or not they are called upon to work full-time.

24.1.2 Regular employment of the full-time employee on the appropriate weekly wage can only be varied by agreement between the employer and the employee concerned in times of protracted and unforeseen periods of poor trading for the particular hotel.

24.1.3 Where a full time 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 ordinary rate.

24.1.4 Employment for the full-time employee shall be on an ongoing agreement of employment.

### **24.2 Permanent Part-Time Employees**

24.2.1 If the employee is engaged on a permanent part-time basis they shall be engaged as outlined in the bands in clause 7 of this Agreement. The hours of a permanent part-time employee may vary, over a period of five days.

The employee shall be paid that wage whether or not they are called upon to work the hours as outlined in their specific band.

- 24.2.2 Permanent part-time employees shall receive wages, benefits and any allowances applicable to full time employees on a pro rata basis.
  - 24.2.3 Regular employment of the permanent part-time employee on the appropriate weekly wage can only be varied by agreement between the employer and the employee concerned in times of protracted and unforeseen periods of poor trading or significant seasonal periods for the particular hotel.
  - 24.2.4 Where a permanent part-time 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 ordinary rate.
  - 24.2.5 Employment for the permanent part-time employee shall be on an ongoing agreement of employment.
- 24.3 Employees are employed on a permanent or fixed term basis. Permanent employees are subject to the Hours of Work provision at clause 7 of this Agreement.
- 24.4 Fixed Term Employment
- 24.4.1 An employee may be employed on a fixed term agreement for fixed term work for a period exceeding one month but not exceeding six months. Fixed term work relates to the trading pattern of the hotel.
  - 24.4.2 By mutual agreement the fixed term work may be extended for up to a further six-month period.
  - 24.4.3 An employee may be employed on a fixed term agreement for fixed term work for a period exceeding one week but not exceeding 12 months. Fixed term work relates to relieving for absent employees and fulfilling roles where the task has a defined completion point and the reason(s) for having defined commencement and completion points.
  - 24.4.4 Any fixed term employee shall be deemed to be a full time or part time employee after working full time or part time for a period in excess of 12 months' continuous employment. The calculation of the 12 months will include paid annual holidays.
  - 24.4.5 At the commencement of employment for a fixed term employee the nature of the employment will be made clear and recorded in writing as will the proposed completion date and the reason for this completion date.
  - 24.4.6 A fixed term employee will receive wages and entitlements appropriate to the full time or part time position with the exception being that a fixed term employee will not be entitled to redundancy payments.

## **25 INDUCTION/PROBATION PERIOD**

- 25.1 The employee shall be employed on an induction/probation period basis, normally for a period of up to three months. Prior to the completion of this period a performance review and assessment will be given in accordance with the guidelines set out in the Hotel's Welcome to Accor Handbook.
- 25.2 Where the conduct or performance of the employee on an induction/probation period is jeopardising their 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 should be dealt with in terms of Schedule C of this agreement.

- 25.3 If the employee's conduct or performance is not satisfactory during the induction/probation period, and the employer has followed the processes set out in Schedule C of this agreement, the employer may elect to disregard the employee's notice period as set out in this agreement and terminate the employee's employment on one week's notice.

## **26 EMPLOYMENT GUIDELINES**

- 26.1 Various Employment Guidelines and policies may be developed for the effective and safe operation of the employer's business and for the welfare and interests of the employees and customers. The employee is expected to comply with the particular guidelines and policies of which he or she is informed. The employer may change such guidelines or policies from time to time as operational requirements dictate.
- 26.2 Examples of such guidelines and policies, which may or may not be written down, may include a visitor's policy, designated no smoking areas, safety guidelines, security practices, uniform requirements and guidelines regarding proper conduct towards fellow employees and the employer.
- 26.3 Sets of guidelines are laid out in the Brand Specific or hotel handbook to be covered during the Induction/Probation period.

## **27 CONFIDENTIALITY**

- 27.1 You will not during your employment or after, without the Employer's prior written consent or as otherwise required by law, disclose directly or indirectly, to any person for any reason other than as required by your duties, any confidential information belonging to the employer or Accor relating to its affairs, dealings or commercial interests including but not limited to any records, computer files, customers, product or service information and techniques, financial information, strategic and business issues and business dealings.
- 27.2 You will not, during your employment or after, without the Employer's prior written consent or as otherwise required by law use, copy, transmit or remove any part of the Employer's or Accor information for any purpose other than the Employer's business or in any manner which may cause or be calculated to cause injury or loss to the Employer or a related or associated Company.
- 27.3 All intellectual property, including all discoveries, ideas, methods, procedures or patents developed or refined by you during your employment with the Company is the property of the Company. You will ensure that any proprietary interest you may have in any such property is transferred to the Company at the termination of your employment. All Company property must be returned to the Company on the termination of your employment.
- 27.4 The employee agrees that he/she will not, at any time during his/her employment or for a period of three months following the termination of the employee's employment (for whatever reason), solicit or attempt to solicit, any other employee of the employer to leave the employer's employ, for any reason.

## **28 EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS**

- 28.1 We are committed to dealing with any problems, which arise for you in your employment with us. If you think you have a problem in your employment, please let your Manager know immediately, so we can try to resolve it with you. If you don't feel you can approach your Manager please contact the Talent and Culture Manager or General Manager, or someone else you feel comfortable with. Please refer to Schedule

C of this agreement for detailed Employment Relationship Problem Resolution Process.

## **29 DISCRIMINATION & HARASSMENT**

- 29.1 The parties (employer and employee) to this agreement acknowledge that sexual or racial harassment in the workplace is totally unacceptable and undertakes that they will take whatever steps are necessary to prevent such practices.
- 29.2 The parties (employer and employee) to this agreement acknowledge that any discrimination as defined in Section 105 and harassment as defined in section 108 and 109 of the Employment Relations Act 2000 and amendments is totally unacceptable and undertake that they will take whatever steps are necessary to prevent such practices.

## **30 DISCIPLINARY PROCEDURES**

- 30.1 Where the employer believes that some aspect of an employee's performance or their duties or behavior is not up to the standard required, the employer will follow the procedures set out in Schedule C of this agreement.

## **31 TERMINATION OF EMPLOYMENT**

- 31.1 Except as specified elsewhere in this sub-clause, the employment may be terminated by either the employer or the employee giving the other either notice of termination or notice of resignation as the case may be.
- 31.2 The period of notice required by either party is set out in Schedule A of this agreement.
- 31.3 Where either the employer or the employee terminates the employment without giving the required period of notice, wages equal to the wages earned in the period by which the notice was deficient shall be paid or forfeited as the case may be by the defaulting party (employer or employee).
- 31.4 Where the employer accepts that it is not practicable for the full period of notice to be given the employer and employee may agree to a waiver of the wage penalty. The employer may elect to pay the employee in lieu of their notice, or require the employee to stand down from duties (on pay) during the notice period.
- 31.5 Nothing in this agreement shall prevent the employer from dismissing an employee for serious misconduct without any period of notice or payment in lieu.
- 31.6 Final pay shall be direct credited to the employee's bank account the payday after termination, unless the parties agree otherwise.
- 31.7 Termination on Medical Grounds
- 31.7.1 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 ongoing performance of their duties under this agreement.
- 31.7.2 Before taking any action under this clause the employer may require the employee to undergo at the employer's expense, a medical examination by a registered medical practitioner if the employer considers such an examination necessary. The employer shall take into account any reports and recommendations made available to the employer as a result of that examination and any other relevant medical reports or recommendations that the employer may receive or which may be tendered to the employer by or on behalf of the employee.

31.8 Abandonment of Employment

- 31.8.1 Where the employee is absent from work for a continuous period of two days without the consent of the employer, or without notification to the employer, they shall be deemed to have terminated their employment. Provided that where the employee was unable through no fault of their own to notify the employer, they shall not be deemed to have abandoned their employment.
- 31.8.2 It shall be the duty of both the employer and employee make reasonable efforts to contact the employee during the period of any absence not notified.

31.9 Termination on Immigration Grounds

- 31.9.1 The employee's employment is subject to the employee retaining the right to work in New Zealand, by citizenship, residency or valid work permit. Where possible, the employer will take reasonable steps to assist the employee in establishing and maintaining appropriate work permits. The employee acknowledges that if at any time they lose the right to be employed in New Zealand, for any reason whatsoever, they cannot continue to be employed by the employer, and the employer will be justified in treating the employee's employment as terminated by reason of frustration of agreement.

**32 REDUNDANCY**

- 32.1 "Redundancy" means a situation where the employee is terminated by the employer, the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the employer.
- 32.2 No redundancy shall arise by reason of the sale or transfer of the whole or part of the business where the person acquiring the business offers the employee employment in the same or similar capacity, on substantially the same conditions of employment, notwithstanding service not being treated as continuous.

**33 NOTICE OF REDUNDANCY**

- 33.1 In the event that the employee is declared redundant the employee shall receive no less than 4 working week's notice, except in cases where this is not practicable. Where 4 working week's notice cannot be given, 20 (ordinary) working days' pay shall be paid in lieu of notice for full time employees and prorated ordinary working days pay shall be paid in lieu of notice for part time employees.

**34 COMPENSATION FOR REDUNDANCY**

- 34.1 Redundancy compensation payments shall be paid as follows:

- 34.1.1 12 months but less than 18 months service = 4 weeks pay;
- 34.1.2 18 months but less than 24 months service = 5 weeks pay;
- 34.1.3 24 months but less than 30 months service = 6 weeks pay;

and thereafter at the rate of one week's pay for each completed 12 months of service, up to a maximum of 15 weeks pay.

For employees who join the union after 1 June 2021 entitlement to redundancy shall be calculated from the date the employee joined the union. Union members prior to 1 June 2021 shall have redundancy compensation calculated from commencement of employment.

- 34.2 The Employee shall not be eligible to receive redundancy compensation if they are employed on a casual or fixed term agreement or, where the employee has less than 12 months service.
- 34.3 The Employer shall not be liable to pay redundancy compensation where the closure or curtailment of the business is attributable to strike action, terrorism, war, civil disturbance, flood, fire, earthquake or other act of God.
- 34.4 The payment of redundancy compensation shall be contingent on the employee remaining at, or available for work and performing normally their assigned duties until the expiry of the period of notice. Should the employer dismiss the employee (for reasons other than misconduct) during the notice of termination period, the employer will pay wages in lieu of the remainder of the notice period plus the appropriate redundancy payment.
- 34.5 All redundancy compensation payments shall be calculated from the notified date of termination and shall be calculated on the basis of the employee's ordinary weekly taxable earnings.
- 34.6 If the employee is made redundant, and is subsequently offered and accepts re-employment within an Accor Managed hotel within the notice and compensation period of being made redundant they may be required to repay the redundancy payment to the employer on a pro rata basis. Arrangements for the repayment will be agreed in a signed mutual agreement prior to the re-employment.
- 34.7 The employee shall not be eligible for redundancy compensation if they have been offered by the employer an alternative position substantially similar in nature and terms to the redundant position in an Accor hotel in the same location.

### **35 EMPLOYEE PROTECTION PROVISIONS IN REDUNDANCY**

- 35.1 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:
- 35.2 Where practicable, the employee and union 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.
- 35.3 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider/purchaser with a view to endeavoring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising the employment as continuous. The employee and union 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.
- 35.4 The employee hereby agrees to the terms, conditions and entitlements of their employment being made known to contractor/service provider/purchaser.
- 35.5 The employee is entitled to choose whether or not to accept employment with the new contractor/service provider/purchaser of the business. In the event that the contractor/service provider/purchaser offers the employee employment in terms of clause 34.7 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 notice of termination if such notice is reasonably practicable. This notice is not in addition to any other notice period specified within this agreement.
- 35.6 In the event that the new contractor/service provider/purchaser is not prepared to offer the employee employment in terms of clause 34.7 above, or offers employment on substantially less favorable terms and conditions and/or without recognition of the

employee's service, the employee will receive four week's notice of termination, if such notice is reasonably practicable, and redundancy compensation under clause 34.1 above.

- 35.7 If the employee's employment will end by reason of redundancy, the employee and union is entitled to approach the employer, and/or with a representative at the employee's election, to discuss other ways in which the employer may be of assistance during the notice period. (e.g. time off for interviews, EAP service, assistance with CV preparation and outplacement).
- 35.8 Where the employee provides cleaning services or food catering services as a substantial part of their duties under this employment agreement, the employee shall be entitled to the entitlements for "vulnerable employees" in terms of Part 6A subpart (1) of the Employment Relations Act 2000 as inserted by Employee Relations Amendment Act (No 2) 2004.

## **36 EMPLOYMENT RELATED STATUTORY REQUIREMENTS & RESPONSIBILITIES**

36.1 The employee acknowledges that:

- 36.1.1 A number of hospitality duties which he/she may be required to perform in terms of this employment agreement are subject to statutory governance, including but without limitation, the Sale and Supply of Alcohol Act 2012, the Health and Safety at Work Act 2015, the Human Rights Act 1993, the Privacy Act 2020, the Food Act 2014, the Smokefree Environments and Regulated Products Act 1990, and any related regulations and/or subsequent amendments to the legislation.
- 36.1.2 Failure by the employee to meet the standards, satisfy the criteria or in the event of a breach of any requirement of any relevant statute or regulation either before commencing employment or during on-going employment may adversely affect on-going employment.
- 36.1.3 Where an employee has or fails to disclose criminal convictions, or loses a license, relevant to their position such as Drivers Licenses and General Managers License, this may adversely affect on-going employment.
- 36.1.4 Termination of the employee's employment by the employer for any reason as set out in 36.1.2 and 36.1.3 above will be dealt with under the termination provisions of this agreement (Clause 31).

## **37 WORKPLACE HEALTH AND SAFETY**

- 37.1 The employer and the employee mutually accept their respective legal obligations for health and safety in the workplace under the Health and Safety at Work Act 2015 and related amendments &/or regulations.
- 37.2 The employer accepts its responsibility to provide healthy and safe systems of work. The employees accept their responsibility to observe all safety procedures, to comply with all reasonable directions regarding health and safety and to operate all equipment with reasonable care and wear Personal Protective Equipment when required or provided.
- 37.3 All accidents, potential accidents and hazards are to be reported promptly to the employer and recorded in the accidents register.
- 37.4 Failure to comply with safety procedures and reporting requirements may lead to disciplinary action.
- 37.5 In the event of a personal work related injury, the Company requires that the employee's condition be fully and unconditionally disclosed by their physician(s) as to

cause, symptoms, prognosis and rehabilitation. This approval does not extend to private (non-work related) consultants.

- 37.6 Each work group should be represented by employee representatives on a ratio of one WHS representative for every 19 workers in the work group. Accor recognises the right of employees to freely elect representatives. A secret ballot election will be conducted if requested.
- 37.7 Accor will allow WHS representatives for the purpose of attending WHS training, 2 days paid leave per year.
- 37.8 Employees will be provided with wet weather gear when required to take out rubbish or perform public area tasks outside in bad weather.

## **UNION MATTERS**

### **38 ROLE OF THE UNION**

- 38.1 The parties (employer and employee) agree that all employees have a right to choose to join the union and work together with other employees to ensure their collective interests are maintained. The parties (employer and employee) agree to work co-operatively on matters of mutual benefit and act in good faith when dealing with matters under dispute.
- 38.2 The employer will recognise a union site committee of delegates as the union's representatives on the worksite and shall allow this committee to meet for up to two hours a month. The employer will consult with the union site committee about the employee's collective employment interests including the effect on employees of changes to the employer's business.
- 38.3 The employer will provide reasonable access to a meeting space to enable recognised delegates to communicate with the union office and members.
- 38.4 The employer shall also allow reasonable time for delegates to carry out their duties, including recruitment, on behalf of their fellow union members provided this does not disrupt the employer's business operation. Delegates will ensure that they follow the agreed delegate work site protocol.
- 38.5 The employer shall provide the union with the use of a notice board for the posting of union notices.
- 38.6 At the request of a union member, a union representative may accompany an employee during a disciplinary process.
- 38.7 Union staff shall be entitled to enter the employer's premises at reasonable times under the terms of the agreed "Accor Access Protocol" to speak with employees to carry out union business as follows:
  - 38.7.1 Notice is to be given (intended visit time and purpose) for each visit, preferably 24 hours prior to the intended visit time, by calling the HR Manager or General Manager.
  - 38.7.2 If the visit is of a more urgent nature then the Union Official should call the HR Manager or General Manager to communicate their intended visit time and purpose.
  - 38.7.3 When the Union Official arrives at the hotel they must contact the Manager on Duty and sign in to receive a visitor's pass for security purposes.
  - 38.7.4 The designated meeting place will be the staff canteen and if a more private meeting place is required it will be arranged by Hotel Management.

- 38.7.5 Random access to back of house areas is discouraged and if required an escort will be provided for movement between meeting venues.
- 38.7.6 There is to be no access to service areas during meal service periods or check-in, check-out times that might cause disruption to the flow of service to guests.
- 38.7.7 After completion of each visit the Union Official is to sign out of the security book and where possible make contact with the HR Manager or General Manager to discuss any issues arising from the visit.

### **39 MEMBERSHIP DUES**

- 39.1 Each pay period the employer shall calculate and deduct membership dues from the wages and holiday pay of members and forward to the union.
- 39.2 The employer shall each pay period deduct membership dues from the wages of members of the Union who are bound by this Agreement as per Unite's fees structure.
- 39.3 The employer shall remit all deducted fees to Unite each pay period. This remittance shall be made as a single bulk direct credit to Unite's bank account with an identifying reference
- 39.4 The employer shall also email to the Unite office a schedule in the form of a spreadsheet each pay period detailing an employee identifier, the employee's name, the date the deduction was made and the value of the deduction.
- 39.5 The employer shall also email to the Unite office a schedule detailing any member who have terminated their employment with the employer. This schedule will contain an employee identifier, the employee's name and the date the employee terminated employment with the employer.
- 39.6 The parties have agreed that 3 Unite members per year will receive paid special leave to attend the Unite National Conference.
- 39.7 The employer shall not cease paying membership dues from a union member whilst employed unless authorised in writing by employee or by the union office. When an employee gives notice to the employer directly, the employer will forward the notice to the union.

### **40 UNION MEETINGS**

- 40.1 The employer must allow every union member employed by the employer to attend 4 union meetings (each of a maximum of one hours duration) or 2 union meetings (each a maximum of two hours duration) in each calendar year.
- 40.2 The employer must receive at least 14 days' notice by email, fax or mail of the date and time of any union meeting to which sub-clause 40.1 applies.
- 40.3 The union must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting to which sub-clause 40.1 applies, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue. Work must resume, as soon as practical, after the meeting.
- 40.4 The employer must allow a union member employed by the employer to attend a union meeting under sub-clause 40.1 on ordinary pay.
- 40.5 For the purposes of sub-clause 40.4, the union must advise the employer of the duration of the meeting, and subsequently confirm in writing the names of members who attend and the length of the time attended.

## **41 PAID EDUCATION LEAVE**

- 41.1 The union is entitled to allocate employment relations education leave to eligible employees in accordance with sections 73, 74 and 75 of the Employment Relations Act 2000 and any amendments to that legislation.
- 41.2 The maximum number of days of employment relations education leave that the union is entitled to allocate in a year to an eligible employee is 5 days.
- 41.3 The employer must receive at least 14 days' notice by email, fax or mail of the date and time of any union meeting to which sub-clause 41.1 applies.
- 41.4 Employment relations education leave expires if it is not allocated by the end of the year in respect of which it is calculated.
- 41.5 The maximum number of days of employment relations education leave is based on the number of full-time equivalent employees as at 01 January of each respective year. And is determined as follows:
- 41.5.1 1 to 5 full-time equivalent eligible employees allows a maximum entitlement of 3 days.
  - 41.5.2 6 to 50 full-time equivalent eligible employees allows a maximum entitlement of 5 days.
  - 41.5.3 51 to 280 full-time equivalent employees allows a maximum entitlement of 1 day for every 8 full-time equivalent eligible employees or part of that number.
- 41.6 For the purposes of calculating the number of full-time equivalent eligible employees employed by the employer:
- 41.6.1 An eligible employee who normally works 30 hours or more during a week is to be counted as 1.
  - 41.6.2 An eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- 41.7 The union must notify the employer of the maximum number of days of employment relations education leave calculated under the terms of section 75 of the Employment Relations Act 2000.
- 41.8 The employer will use its best endeavours to ensure employees are rostered so that they attend EREL within a typical 5-day working week.

## **42 NEW EMPLOYEES**

- 42.1 All new employees whose work is within the coverage clause of this agreement will be provided with an agreed form on which they must choose to either:
- 42.1.1 Be employed on an individual employment agreement; or
  - 42.1.2 Join Unite and be covered by the collective agreement.
- 42.2 If the employee elects to join Unite, fees deduction will commence, and a copy of the form will be provided to the Unite office. This form will be kept on the employee's file.
- 42.3 A copy of this Agreement shall be given to each employee who becomes bound by this Agreement.

## **AGREEMENT DETAILS**

### **43 VARIATION OF THIS AGREEMENT**



43.1 The employer and the employee acknowledge that circumstances may arise during the term of this agreement that warrants variation of this agreement.

43.2 Variation of the Agreement Procedure:

43.2.1 Where the employer proposes to vary the agreement the proposal shall be put in writing.

43.2.2 The proposal shall then be agreed by the employer and the union and a final written proposal prepared.

43.2.3 The parties (employer, employee and union) shall sign any variations.

#### 44 PARTIES

44.1 The parties to the agreement are;

44.1.1 (The Union) Unite Incorporated; and

44.1.2 The parties listed on the front cover of this Agreement.

#### 45 TERM OF AGREEMENT


This agreement shall come into force upon ratification subject to any variations made in accordance with clause 43 of this Agreement, and shall remain in force until 31st March 2023.


The parties (employer, employees and union) shall meet 60 days prior to the expiry of this Agreement and set up a process to renegotiate this Agreement for a further term in good faith.

### EXECUTION OF AGREEMENT

Dated this

Signed by:

 16-8-23  
\_\_\_\_\_  
Shanna Reeder (on behalf of Unite Incorporated)

  
\_\_\_\_\_  
Joanne Craughwell (on behalf of employer)



## Individual Employee Details – Schedule A

<b>EMPLOYEE:</b>	FIRST NAME SURNAME
<b>EMPLOYER:</b>	LEGAL NAME Trading as; HOTEL NAME
<b>DESCRIPTION OF WORK:</b>	POSITION
<b>PLACE OF WORK:</b>	HOTEL NAME ADDRESS CITY
<b>EMPLOYMENT STATUS:</b>	EMPLOYMENT STATUS
<b>AGREEMENT ISSUE DATE:</b>	DATE
<b>EMPLOYMENT COMMENCEMENT DATE:</b>	START DATE W HOTEL
<b>ACCOR DATE OF HIRE:</b>	START DATE W ACCOR
<b>PROBATIONARY PERIOD COMPLETION DATE:</b>	N/A
<b>NOTICE PERIOD:</b>	2 WEEKS
<b>REMUNERATION:</b>	WAGE RATE

Signed by both parties in acceptance of the above details.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed by:

\_\_\_\_\_  
FIRST NAME SURNAME (employee)

\_\_\_\_\_  
NAME, Talent and Culture Manager (on behalf of employer)

\_\_\_\_\_  
NAME, General Manager (on behalf of employer)

252790.0048 13313771.125

## Schedule B Wage Scale 2022/2023

GRADE	CLASSIFICATION	ALL NZ EXCL QUEENSTOWN AS AT 1 SEPTEMBER 2023
<b>Grade 1</b>	<b>Kitchen Stream</b> Kitchenhand / Kitchen Steward Apprentice to level 3 <b>Food &amp; Beverage Stream</b> Food & Beverage Attendant <b>Front Office Stream</b> Porter/Concierge Telephonist <b>Rooms Stream</b> Stream Room Attendant Laundry Attendant Public Area Attendant Houseperson Night Cleaner	<b>\$24.60</b>
<b>Grade 2</b>	<b>Kitchen Stream</b> Cook (unqualified) Commis Chef Apprentice to level 4 <b>Food &amp; Beverage Stream</b> Food & Beverage Attendant (experienced) Bartender <b>Front Office Stream</b> Front Office Receptionist Bell Attendant Guest Service Agent Night Porter <b>Rooms Stream</b> Room Attendant – Self Checker Housekeeping Desk Coordinator	<b>\$25.43</b>
<b>Grade 3</b>	<b>Kitchen Stream</b> Commis Chef (qualified) Breakfast Chef <b>Food &amp; Beverage Stream</b> Food & Beverage Team Leader Bartender (experienced) Barista <b>Front Office Stream</b> Front Office Team Leader Night Auditor Reservations Sales Agent <b>Rooms Stream</b> Spa Therapist HSK Coordinator/Desk Coordinator Housekeeping Team Leader <b>Maintenance Stream</b> Maintenance Technician (not trade qualified) Handyperson Gardener	<b>\$26.78</b>
<b>Grade 4</b>	<b>Kitchen Stream</b> Demi Chef (qualified) Chef de Partie (qualified) <b>Food &amp; Beverage Stream</b> Food & Beverage Supervisor Bar Supervisor <b>Rooms Stream</b> Spa Supervisor Housekeeping Supervisor <b>Maintenance Stream</b> Painter Maintenance Technician (trade qualified)	<b>\$28.18</b>



## SCHEDULE C

### **EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS**

We are committed to dealing with any problems, which arise for you in your employment with us. If you think you have a problem in your employment, please let your Manager know immediately, so we can try to resolve it with you. If you don't feel you can approach your Manager please contact the Talent & Culture Manager, your General Manager, your union delegate a union official or a member of the Regional Team either Regional Director of Talent & Culture or Regional/Area General Manager.

### **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 Relations Problem" for you. In most cases there is a time limit of 90 days in which you can do this.

### **MEDIATION SERVICE**

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 at the Ministry of Business, Innovation and Employment for free assistance. Their phone number is 0800 20 90 20 or go to the website [www.mbie.govt.nz](http://www.mbie.govt.nz). 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.

### **DISCIPLINARY GUIDELINES - SERIOUS MISCONDUCT**

You may be dismissed without notice if you commit and/or encourage any other employee to commit any action listed below:

- Any act of dishonesty, including being in unauthorised possession of Company, Hotel, Guest or other employee's property, including not following the hotel policy and procedure regarding lost property, whether or not such act results in a criminal prosecution.
- Falsification of personal and/or hotel or company records, including timesheets.
- Unauthorised absence from work including walking off the job without permission.
- Possessing, consuming, using, or being under the influence of any alcohol, party pills, illegal drugs/substances, any prescription medicines that have not been prescribed for your use, or any medicines (prescribed or otherwise), that affect your behaviour or ability to perform your job safely while at work or commencing shift under the influence of.
- Fighting, swearing or any other abusive conduct that could adversely reflect on the hotel whilst at work (whether during working hours or otherwise), or whilst representing the hotel or company at a recognised function or public environment.

- Deliberate or reckless disregard for Health and Safety standards, resulting in an injury to a fellow staff member or guest.
- Any wilful damage to property belonging to the company, hotel, any guest or employee.
- Insubordination, or insolence to a guest, manager, supervisor or any other person in authority.
- Serious misuse of computer and internet usage, including accessing pornographic or other offensive material from work computers.
- The refusal to carry out or wilful disobedience of a lawful instruction given by a manager, supervisor or any other person in authority.
- Failure to notify hazards (or potential Hazards) in the workplace.
- Failure to observe safety and security rules
- Deliberate acts adversely affecting hygiene, safety or quality, including tampering with or misuse of Fire/Safety equipment.
- Sleeping during working hours.
- Unauthorised use of company procedures and/or information outside the scope of your employment, including disclosure of classified or confidential company information.
- Misrepresentation of the Organisation or your position/responsibilities for personal gain, or for gain for your friend, associate or family member.
- Engaging in any other employment without the written approval of the Company.
- Criminal conviction.
- Threatening behaviour, bullying or harassment of other employees, guests and visitors
- Sexual Harassment and/or racial harassment or direct contravention of the Human Rights Act 1993
- Being in a guest room or associating with a guest without management permission whether on or off duty.
- An action which may seriously damage the employer's reputation

The above is not a complete list of acts of serious misconduct which might constitute dismissal without notice of the employee in question. It is an indication only. Each employee should be aware that it is Company policy for the Police to be informed where it is suspected that an employee has committed an act of dishonesty, is violent or involved with illegal drugs, or acts in a way that could lead to criminal conviction.

Whenever the company or hotel believes any of the above requirements have been breached, or where any other circumstances indicate a serious misconduct, the following steps will be taken prior to a decision being confirmed to dismiss the employee.

1. An initial investigation will be conducted by the relevant employer to see whether there is a need to proceed to a formal process.
2. If a formal process is to be commenced, then a complete investigation will be conducted to ensure all information has been obtained surrounding the particular set of circumstances.
3. The employee may be suspended either unpaid or on full pay while the investigation is conducted. This suspension, and whether it will be paid or unpaid, will be discussed and agreed upon (where possible) by the employer and employee.
4. The employee will be advised if they are to be interviewed on a serious matter, and that they should have a union representative or support person present if they so desire. They must also be advised that a possible outcome could be that their employment is terminated. The hotel management will ensure they do not prejudice the outcome. All notes or documents to be used at the meeting will be available to the employee.
5. The specific situation/actions will be put to the employee and the employee will have the right to respond to the allegation.
6. The General Manager will decide whether the circumstances including the employee's explanation, are sufficiently serious to warrant dismissal.
7. Instead of dismissal the General Manager may implement other lesser disciplinary procedures e.g.: demotion, final written warning, written warning, and withdrawal of privileges or reduction of hours.

#### **DISCIPLINARY GUIDELINES - LESS SERIOUS MISCONDUCT**

Conduct which is outside the accepted rules, but not likely to lead to dismissal without notice, will be dealt with under a warning system. In this process genuine mistakes may not be seriously penalised but repeated lapses may lead to dismissal.

- Absenteeism or lateness.
- Eating, chewing gum or smoking in a restricted area.
- Using mobile telephones during work hours for personal use.
- Soliciting any private business transactions on the hotel premises.
- Failing to carry out delegated work schedule or stipulated hours of work through incompetence or malingering. Lack of application to an assigned task.
- Failing to comply with Company or hotel policy and procedure as indicated in the 'Feel Welcome' E-book and first day check list, or failure to comply with the terms and conditions of employment as indicated in the Individual Employment Agreement.
- Loud yelling, abusive language, offensive or raucous behaviour, preventing another employee from carrying out their work.
- Repeated lateness either at start time for the day; at the start time after any break during the work day; at commencing specified tasks during the work day; where specific reporting times have not been met. Misuse of sick, bereavement or jury service leave.
- Posting of offensive notices within the company's premises or making offensive comments to or about another employee, supervisor, manager or guest.
- Entering into restricted areas without prior authorisation or direction to perform specific duties.
- General incompetence and non-performance of duties and responsibilities.
- Use for personal means or misuse of company computer software and/or hardware, as per the Accor Email and Internet Policy.
- Harassment of other employees, guests or visitors.
- Poor personal hygiene and failure to adhere to the grooming policy.
- Failure to report and/or record workplace accidents and/or near misses.

These guidelines will cover most situations; however additional standards may be added. If you have questions, please ask your supervisor/manager. Your misunderstanding or ignorance of guidelines will not be acceptable defence if you are found in violation. Failure to follow these guidelines may be cause for disciplinary action, using the following steps:

#### **DISCIPLINARY GUIDELINES - PROCEDURE**

Where appropriate, the employer may decide to skip some of the steps set out below.

- **Step One - Performance File Note resulting in Counselling and Retraining**  
In cases of substandard performance, formal disciplinary action will only be taken after the employee has had the opportunity of counselling and/or retraining and also a review of expected performance standards.  
In cases of continued substandard performance and for misconduct in breach of terms and conditions of employment, the following steps will apply:
- **Step Two - Documented Verbal Warning**  
Issued in cases of repeated substandard performance or breaches of the terms and conditions of employment or misconduct.
- **Step Three - First Written Warning**  
Issued in the case of persistent poor performance where the employee has previously been warned in writing or repeated misconduct or breaches of the terms and conditions of employment if sufficiently serious to warrant bypassing the warning step.
- **Step Four - Final Written Warning**  
Issued in cases of persistent poor performance where the employee has previously been warned in writing or repeated breaches of the terms and conditions of employment misconduct, where dismissal without notice is not warranted.
- **Step Five - Dismissal**  
Dismissal may follow when the employee has failed to comply with the FINAL WRITTEN WARNING.

**DISCIPLINARY GUIDELINES - SUMMARY:**

This is an optional step and may be used in cases where continued/repeated misconduct may lead to dismissal and time needs to be taken to fully investigate all facts.

All warnings shall be fully documented and placed on the employee's personal file on notification that this information will be placed on their file.

A verbal warning shall remain effective (i.e. potentially leading a next step warning) for a period of six months; first written warnings and final written warnings shall remain effective for a period of twelve months each.

Warnings for substandard performance shall include an improvement plan for the employee, stating the time frame for sustained improvement to occur.

In all disciplinary discussions the employee shall be urged to have present a representative or support person of their choice.

Where the relevant employer has sufficient grounds to suspect an employee of misconduct serious enough to warrant disciplinary action, the relevant employer should ensure that the employee is informed of the allegation/s, potential outcomes and informed to have a right to representation.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE D

### UNION ACCESS

1. New employee induction

A Unite representative is welcome to attend scheduled new employee inductions in a hotel by arranging an appropriate timeslot with the Hotel Talent and Culture Manager prior to the day. The time allocated is 15-30 minutes. It is our preference that the Talent and Culture Manager or another Manager stay present throughout the presentation to ensure a unified approach and so they can answer any follow up questions post presentation.

2. Meeting with new employee

The parties have agreed that each new employee will be given the opportunity to meet with a union delegate within the new employee's first two weeks of employment to discuss union membership.

3. Meeting by invitation

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

4. Department Head Meetings

Accor and Unite agree that having a Union representative present to the Department Heads as a group providing an insight in to the role of Unite and membership opportunities would be beneficial for both parties. This can be organised through the Hotel Talent and Culture Manager on an annual or required basis.