
A COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN

EVENT CINEMAS LIMITED

AND

RIALTO CINEMAS LIMITED

AND

HOYTS CINEMAS (NZ) LIMITED

AND

UNITE WORKERS UNION

On behalf of union members throughout New Zealand

1 APRIL 2021 TO 31 MARCH 2022

CONTENTS	PAGE	
PART I	PARTIES AND COVERAGE	4
1.	PARTIES	4
2.	COVERAGE	4
3.	APPLICATION	4
4.	TERM OF THE AGREEMENT	5
5.	SAVINGS	5
6.	VARIATIONS	5
7.	EMPLOYMENT LEGISLATION	5
8.	NEW WORKERS	5
PART II	WAGES AND ALLOWANCES	6
9.	WAGES SCHEDULE	6
10.	UNIFORMS	6
11.	PAYMENT OF WAGES	6
PART III	TERMS OF EMPLOYMENT	7
12.	COMPANY POLICIES AND PROCEDURES	7
13.	HOURS OF WORK	7
14.	OVERTIME	7
15.	MEAL BREAKS	8
PART IV	LEAVE PROVISIONS	8
16.	PUBLIC HOLIDAYS	8
17.	ANNUAL HOLIDAYS	9
18.	SICK LEAVE	10
19.	BEREAVEMENT LEAVE	10
20.	NOTIFICATION OF SICK/BEREAVEMENT LEAVE	11
21.	FAMILY VIOLENCE LEAVE	11
22.	PARENTAL LEAVE	11
23.	EMPLOYMENT RELATIONS EDUCATION LEAVE	12
PART V	EMPLOYMENT PROCEDURES	12
24.	TERMINATION OF EMPLOYMENT	12
25.	ABANDONMENT OF EMPLOYMENT	12
26.	SUSPENSION	13
27.	EMPLOYMENT RELATIONSHIP PROBLEMS	13
28.	EMPLOYEE PROTECTION PROCESS	13
29.	REDUNDANCY	14
30.	DISCIPLINARY PROCEDURES	14

PART VI	GENERAL	15
31.	HEALTH AND SAFETY	15
32.	JURY SERVICE	16
PART VII	UNION MATTERS	16
33.	ROLE OF THE UNION	16
34.	MEMBERSHIP DUES	16
35.	UNION MEETINGS	16
36.	REVIEW FORUM	17
PART VIII	APPENDICES	
	Appendix 1: Event/Rialto Specific terms	18
	Appendix 2: HOYTS Appendix Specific terms	21
PART IX	SIGNATORIES	25

PART 1 PARTIES AND COVERAGE

This is a multi-employer collective Employment Agreement made pursuant to the Employment Relations Act 2000 on behalf of the Unite members employed by the Employer at the cinemas throughout New Zealand.

1. PARTIES

1.1 The parties to this Multi-Employer Collective Employment Agreement ("Agreement") shall be:

1.1.1 Event Cinemas Limited and Rialto Cinemas Limited and Hoyts Cinemas (NZ) Limited (together referred to as "the Employer"); and

1.1.2 Unite Incorporated ("the Union").

1.2 The parties agree that other employers can become a party to this Agreement in accordance with the Employment Relations Act 2000, and subject to the following:

1.2.1 This Agreement has been signed by the original parties; and

The original parties consent, at the time, to the other employer becoming a party to the Agreement.

2. COVERAGE

This Agreement shall cover all waged workers who are or become members of the Union employed by one of the Employers at the worksites listed in the relevant Employer's appendix but shall not include salaried management.

Fixed Term Worker

A Fixed Term Worker means a worker employed for an agreed minimum number of hours each week for a fixed term period. The relevant Employer and the Worker will agree in writing when or how the Worker's employment will end and the reasons for their employment ending in that way.

In accordance with section 66 of the Employment Relations Act, a Worker may be employed for a fixed term period ending:

- At the close of a specified date or period; or
- On the occurrence of a specified event; or
- At the conclusion of a specified project.

Unless otherwise agreed, if a fixed term employee continues to work past the expiry of their fixed term they will become a permanent employee.

Cinema Sales Attendants who are re-employed by the Employer within 12 months of completion of a fixed term, will recommence at the wage rate that applied as at the expiry of the fixed term.

Casual Worker

A Casual Worker is a worker engaged on an 'as required/as available basis'. Each casual engagement is a separate period of employment and the Worker has no expectation of further work, or obligation to accept any future casual engagements offered. Each time the worker is offered and accepts an offer of casual work, it is considered a separate and distinct period of employment.

3. APPLICATION

This Agreement binds and is enforceable by:

3.1 The Union and Employer parties to this Agreement.

3.2 Workers who are employed by one of the Employers who are or become members of the Union.

- 3.3 The terms set out in this Agreement apply between a worker and their respective Employer. A worker will not be assumed to be employed by more than one of the Employers under this Agreement unless expressly agreed in writing between the Worker and the relevant Employers.
- 3.4 Appendix 1 of this Agreement applies only to workers employed by Event or Rialto. Appendix 2 of this Agreement applies only to workers employed by Hoyts.
- 3.5 In the case of any conflict with the body of this agreement, the terms in the relevant Employer's appendix will apply.

4. TERM OF THE AGREEMENT

- 4.1 This Agreement shall take effect from 1 April 2021 and shall expire on 31 March 2022.

5. SAVINGS

Nothing in the Agreement shall operate so as to reduce the gross weekly wages and conditions of any worker.

6. VARIATIONS

- 6.1 This Agreement may be varied by agreement in writing between the Employers and Union. Both parties will hold copies of the "Variation to the Agreement". In the event of no variation being agreed in writing, the provisions of the Agreement shall apply unabated. The ratification process for the variation will be 50% + 1 accepted by the Union members who vote.
- 6.2 The appendices in the agreement may be varied by the Union and the relevant Employer in accordance with 6.1.
- 6.3 During the term of this Agreement the parties may include other sites of the Employer outside the named site to this Agreement by mutual agreement.

7. EMPLOYMENT LEGISLATION

The parties agree to comply with any provisions of new employment legislation that may come into force during the term of this Agreement.

8. NEW WORKERS

- 8.1 Any worker whose work is within the coverage clause of this Agreement and employed at the worksites and who becomes a member of the Union will become employed by the relevant Employer on the terms and conditions contained in this Agreement.
- 8.2 The Employer shall inform any new worker employed after the date of signing this agreement whose work comes within the coverage clause and who is not already a member of the Union that:
- This Agreement exists and covers their work and provide them with a copy of this Agreement;
 - The worker may elect to join the Union via the form for new employees to indicate if they intend to join a union;
 - If they do not intend to join a Union, they will be offered an Individual Agreement;
 - Upon commencement they will be provided with the Union information form and benefits package.
 - If they join the Union, the worker will receive the terms and conditions of this Agreement and the Employer shall notify the Union.
- 8.3 Probationary Period (NEW WORKERS)

- 8.3.1 There shall be a probationary period of 3 months. This is not a trial period for the purposes of section 67A and B of the Employment Relations Act 2000
- 8.3.2 During this period, the worker's performance will be monitored and reviewed by the Employer in terms of the skills required of the position, performance and team compatibility, and the Employer shall take reasonable steps to provide any necessary assistance.
- 8.3.3 If the worker fails to demonstrate the required skills and attributes by the end of the probationary period, or if in the Employer's reasonable opinion, it is inevitable that the worker will fail to meet expectations during the probationary period, the Employer may give 24 hours' notice of termination of employment or, at the Employer's discretion, offer an extension of the probationary period.
- 8.3.4 There shall be at least two reviews during the probation period before the worker may be terminated for failure in accordance with clause 8.3.3
- 8.3.5 The worker retains all personal grievance rights to challenge the fairness of termination under the clause.

PART II WAGES AND ALLOWANCES

9. WAGES SCHEDULE

The wage rates are those set out in the applicable Employer's Appendix.

- 9.1 Tier One sites are determined by average annual admits. Tier Two sites are determined as all sites other than Tier One sites, except for those sites with five screens or less, which are considered Tier 3 sites.
- 9.2 In the event that a cinema attendant is reemployed by the same Employer within 12 months of having left, they will be reemployed on the same wage rate that applied to them when their previous period of employment with that Employer terminated.
- 9.3 Employees currently employed on a Tier One classification who work temporarily at Tier 2 locations shall retain their classification at Tier One. If a location no longer meets the criteria for a Tier One classification, then the existing duty managers will have their Tier One rates grandfathered at that location. However, where a duty manager transfers by agreement to another site that is not a Tier One site, their pay rate will be adjusted to the pay rate applicable for a duty manager at that site.
- 9.4 Any employee who is rostered to work past 10.30pm and who consequently has to use a taxi/Uber to travel home will be reimbursed up to \$18.00 [or \$20.00 for cinemas in the Auckland region] for each such occurrence, upon production of a valid taxi/Uber receipt. This reimbursement covers travel from work to home direct.

10. UNIFORMS

- 10.1 Workers shall be provided with a uniform in accordance with the Employer's uniform policy. Clothing other than the uniform provided shall meet the standards notified by the Employer.
- 10.2 The complete uniform shall be worn in the prescribed manner. Workers shall maintain the uniform in a clean and presentable condition at all times.

11. PAYMENT OF WAGES

- 11.1 Wages shall be paid every pay cycle on the same day specific to the employer. The Employer reserves the right to change the pay cycle (including the day of payment) on reasonable notice to workers, provided that the pay cycle will not be longer than fortnightly.

- 11.2 The wages shall be paid by direct lodgement at a bank to the credit of an account nominated by the worker.
- 11.3 The Employer shall provide employees with access to their payslips.
- 11.4 Workers consent to the Employer deducting from wages arising in one pay period, wages from a subsequent pay period, Union fees, or to deduct from any remuneration or other money owing to the Employer on termination of employment from the workers final pay (including holiday pay). With the exception of Union fees, the Employer will consult with a worker before making a deduction under this clause.
- 11.5 With the exception of clause 11.4 above no deductions shall be made from wages except for time lost through sickness, default, or through absence at the request of workers with the Employer's consent. The Employer will consult with a worker before making a deduction under this clause.

PART III TERMS OF EMPLOYMENT

12. COMPANY POLICIES AND PROCEDURES

- 12.1 The worker shall be bound by Company Rules and Regulations including operational policies and procedures of the Employer which the Employer shall apply in a reasonable manner and in accordance with good faith. A copy shall be given to the worker.
- 12.2 The Employer will give reasonable notice to the worker of any change to the house rules, policies and procedures. The Employer agrees to consult with the union on any material changes that it proposes to make to policies that confer financial benefits on employees who come within coverage of this Agreement.

13. HOURS OF WORK

- 13.1 The hours of work are those set out in the applicable Employer's Appendix however the following hours of work principles will apply.
- Minimum hours of work per week will be specified for each employee.
 - Hours of work above minimum hours of work may only be worked by agreement.
 - Hours of work will be rostered within the employee's current availability.
 - Additional hours of work must be offered to existing employees before new staff are hired.
 - Consistent hours of work above an employee's minimum hours of work may be reviewed and the employee's minimum hours may be increased as a result.
 - The employer may offer fixed shifts to employees which will be worked at the same time of the week and may only be changed by mutual agreement.

Additional rostering principles are in the appendix of the relevant employer.

- 13.2 For the purpose of this Hours of Work section, a "week" shall mean a seven-day period from Thursday to Wednesday.
- 13.3 Workers are not expected to work seven days in a row. If a worker is rostered to work seven days in a row, then they should advise management in writing within 24 hours of the roster being posted and this will be corrected.

14. OVERTIME

- 14.1 Overtime will not be rostered. Any overtime must be mutually agreed to in writing, prior to being worked.
- 14.2 The following circumstances are overtime and paid at time and a half:

- Hours worked between 2 AM and 8 AM.
- All hours worked in excess of forty per week.
- All hours worked in excess of ten a day.
- Cinema Attendants and Supervisors/Shift Assistants on closing shifts, when they are requested to stay 30 minutes past their rostered finish time, from the 30th minute onwards.

14.3 The following circumstance is overtime and paid at double time:

- Christmas Day

14.4 Notwithstanding the circumstances giving rise to payment for overtime above, a worker may request in writing that they work in excess of forty hours per week or ten hours per day on the basis that no overtime is payable and all hour worked are paid at ordinary rates.

15. MEAL BREAKS

15.1 Breaks will be taken at mutually agreeable times so as not to interfere with the efficient operation of the cinemas. If the timing of such breaks cannot be agreed, breaks will be taken in accordance with the Employment Relations Act 2000, so far as is reasonably practicable.

15.2 Refer below table for breaks:

DURATION OF SHIFT	REST BREAKS	MEAL BREAKS
2.00 – 4.00 hours	1 x 15 min paid	
4.01 – 6.00 hours	1 x 15 min paid	1 x 30 min unpaid
6.01 – 10.00 hours	2 x 15 min paid	1 x 30 min unpaid
10.01 – 14.00 hours	3 x 15 min paid	2 x 30 min unpaid
14.1 – 16.00 hours	4 x 15 min paid	2 x 30 min unpaid

15.3 Where Duty managers are expected to remain on site during a 30-minute unpaid break (a meal break), they will be paid for it at their normal rate.

15.4 Where a manager interrupts a worker's break the break shall be restarted.

15.5 The Employer shall provide tea, coffee, hot chocolate (Milo or similar), milk, sugar. Any other drinks will be in accordance with the applicable Employer's policy.

PART IV LEAVE PROVISIONS

The parties agree to comply with the Holidays Act 2003 and any amendments during the term. The leave provided for in this section incorporates that covered by the Holidays Act 2003 and is not additional.

16. PUBLIC HOLIDAYS

16.1 The following are recognised as public holidays in accordance with the Holidays Act 2003 –

- New Year's Day 1 January
- Day after New Year's Day 2 January
- Anniversary Day varies
- Waitangi Day 6 February

- ANZAC Day 25 April
- Good Friday Varies
- Easter Monday Varies
- Birthday of reigning Sovereign 1st Monday in June
- Labour Day 4th Monday in October
- Christmas Day 25 December
- Boxing Day 26 December
- Matariki (from 24 June 2022)

16.2 Subject to the provisions of the Holidays Act in respect of the Christmas and New Year's public holidays and Waitangi and ANZAC Day, the public holidays listed in clause 16.1 shall be observed on the days upon which they actually fall. The Company does not agree to workers transferring the public holidays to another day of their choosing.

16.3 Pursuant to section 12 of the Holidays Act 2003 a public holiday will be deemed to be a day that would otherwise be a working day for the worker if the worker has worked that particular day of the week for at least 7 out of the previous 13 weeks immediately prior to the holiday in question. If a Worker believes that they are an exception to the 7/13 rule they should raise this in writing with their manager as soon as practicable

16.4 The Employer may require a worker to work on a public holiday pursuant to the roster on time and a half in accordance with the Holidays Act 2003. Where the public holiday is deemed to be a day that would otherwise be a working day, the worker will be entitled to a holiday on pay on another day that that worker would be otherwise be rostered to work, as an alternative holiday. Alternative holidays are to be taken in accordance with the annual leave provisions of the Agreement.

16.5 No payment or alternative holiday shall accrue to a worker if a public holiday is not deemed to be an otherwise working day for the worker and coincides with a rostered day off. Where a public holiday is deemed to be a normal working day for the worker, and coincides with a rostered day off, the worker will be paid their ordinary rate of pay for the day.

16.6 Easter Sunday is not a statutory holiday. However, in accordance with the Shop Trading Hours Act 1990:

16.6.1 The Employer will give at least four weeks and no more than eight weeks' notice if a worker is expected to work on Easter Sunday each year.

16.6.2 The notice must advise workers that they are entitled to decline to work on Easter Sunday.

16.6.3 Workers must let the Employer know, in writing, within 14 days of receipt of the notice if they do not wish to work on Easter Sunday.

16.6.4 A worker does not need to give a reason for declining to work on Easter Sunday and cannot be treated adversely for exercising this right.

Where an employee declines to work on Easter Sunday, there is no entitlement to payment for that day.

16.7 Clause 16.6 is included for the purposes of the Shop Trading Hours Act 1990 only and is subject to any repeal or amendment of that Act.

17. ANNUAL HOLIDAYS

17.1 Except as otherwise agreed, an annual holiday of 4 weeks shall be allowed to all workers after 12 months continuous service. Workers are expected to take annual leave in the year that it becomes an entitlement. Workers are allowed, at their manager's discretion, to take annual leave as it accrues in their first and subsequent years of service. Workers can, in writing, ask to cash in up to one week of their four weeks' entitlement to annual leave per year for each entitlement year.

17.2 In the absence of mutual agreement as to when annual holidays are to be taken the Employer may direct workers to take annual leave on 14 days' notice after first consulting with the worker. The Employer will advise the outcome of such applications for annual leave within

seven days of receipt of the same where practicable. The Employer will endeavour to accommodate the workers' holiday wishes however leave over peak periods is generally difficult to accommodate. The Employer will give the worker the opportunity to take at least two of the four weeks' annual leave continuously.

- 17.3 Annual leave entitlement will remain in place until taken or paid out (either on termination of employment or when cashed up under section 28A of the Holidays Act 2003).
- 17.4 Where employment is terminated, the Employer will, subject to any changes to the Holidays Act, pay the worker any entitled annual leave plus 8% of gross earnings for the current year, less any amount of paid annual leave granted in advance.
- 17.5 At the commencement of employment, the Employer will advise the Fixed Term Worker or Casual Worker whether they will be paid holiday pay on a "pay as you go" basis or, alternatively, whether they will be paid holiday pay at the end of the fixed term/casual engagement. Where a worker is receiving "pay as you go" holiday pay the holiday pay portion will be identified in pay advice.
- 17.6 Workers may be able to apply for unpaid leave from time to time. This may be used in combination with available annual leave up to a maximum of 6 weeks total unless otherwise agreed with their manager. Applications for leave are dependent upon mutual agreement between the worker and Employer (who will not unreasonably withhold its agreement). The parties acknowledge that any period of unpaid in excess of one week will not be included in any assessment of continuous employment for the purposes of an employee's entitlement to annual leave under the Holidays Act 2003.

18. SICK LEAVE

- 18.1 After 6 months continuous service with the Employer, workers shall be entitled annually to five days paid sick leave paid. Additionally, a Casual Worker is entitled to paid sick leave if they have worked at least an average of 10 hours per week, and no less than one hour every week, or no less than 40 hours per month over the previous six months.
- 18.2 A worker may take sick leave if the worker is sick or injured; or the worker's spouse / partner is sick or injured; or a person who depends on the worker for care is sick or injured.
- 18.3 Unused sick leave may accumulate up to 20 days.
- 18.4 If a worker is sick for three or more rostered days in a row, the Employer may request the worker provides a medical certificate at their own expense.
- 18.5 The Employer may otherwise require a medical certificate at the Employer's expense from a doctor nominated by the Employer.
- 18.6 In any event the worker agrees to supply the Employer with all relevant medical information to determine that there is no relevant health and safety reasons or hygiene reasons that would prevent the worker from working.
- 18.7 The worker agrees that all relevant information relating to any such incapacity prepared or reviewed by relevant medical professionals/specialists as the case may be, may be disclosed to the Employer at its request to assist the Employer in any investigation in terms of this clause.
- 18.8 Should the worker be incapacitated due to illness or injury to the extent that the worker is unable to fully perform their obligations under this Agreement to the Employer's satisfaction then the Employer may terminate this Agreement provided that the Employer has duly investigated the likelihood of a return to work and consulted with the worker beforehand.

19. BEREAVEMENT LEAVE

- 19.1 Where the worker due to length of service qualifies for sick leave pursuant to clause 18 the worker shall also be entitled to paid bereavement leave in the event that the worker suffers bereavement.

- 19.2 A worker who suffers a bereavement as a result of the death of an immediate family member including: the workers spouse/partner, parent, child, sibling, grandparent, grandchild or spouse/partner's parent; or a worker or worker's spouse/partner suffers a miscarriage or still birth shall be entitled to 3 days' paid leave per bereavement
- 19.3 Where the Employer is satisfied that the worker has suffered a bereavement as a result of the death of any other person then the worker shall be entitled to one day's paid leave per bereavement paid. In making the determination as to entitlement the Employer shall have regard to the following factors:
- (a) The closeness of the association between the worker and the deceased person;
 - (b) Whether the worker has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
 - (c) Any cultural responsibilities of the worker in relation to the death.

20. NOTIFICATION OF SICK/BEREAVEMENT LEAVE

- 20.1 A worker who intends to take sick leave or bereavement leave must notify the Employer of that intention –
- (a) as early as possible before the worker is due to start work on the day that is intended to be taken as sick leave or bereavement leave; or
 - (b) if that is not practicable, as early as possible after that time.

21. FAMILY VIOLENCE LEAVE

- 21.1 In accordance with the Holidays Act 2003, employees affected by family violence will be entitled to a maximum of 10 days paid leave each year after six months' continuous service (**Family Violence Leave**). An employee is entitled to Family Violence Leave regardless of how long ago the family violence occurred and even if the family violence occurred before they became an employee. An employee must notify their Employer as early as possible before they are due to start work of the intention to take Family Violence Leave; or if that is not practicable, as soon as possible after that time.
- 21.2 Unused Family Violence Leave does not carry over from year to year and is not paid out on termination of employment.
- 21.3 In accordance with the Employment Relations Act 2000, employees who qualify for Family Violence Leave under this clause may also request in writing a short-term (up to two month) variation of their working arrangements for the purpose of assisting the employee to deal with the effects of being affected by family violence (**Flexible Working Arrangements**). The Employer will respond to a request no later than 10 working days after receiving it.
- 21.4 The Employer may require proof that an employee is or has been affected by family violence before paying for Family Violence Leave or making a decision on an application for a Flexible Working Arrangements. A request for proof will be made within three days of receiving a request for Flexible Working Arrangements.

22. PARENTAL LEAVE

- 22.1 Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.
- 22.2 To be eligible for Parental Leave, a worker must have worked for the Employer for an average of at least 10 hours a week for the six months before the expected date of delivery (or the date the worker becomes responsible for the care of a child under six years on a permanent basis).
- 22.3 Section 42(2) of the Parental Leave and Employment Protection Act 1987 will not apply to workers returning from parental leave. They will therefore be paid for annual leave taken after

their return to work from parental leave at the greater of their ordinary weekly pay or average weekly earnings in accordance with the Holidays Act 2003.

- 22.4 To apply for Parental Leave a worker must submit a written request to the Employer no later than three months prior to the expected due date. Workers who meet the eligibility of the Parental Leave and Employment Protection Act 1987 and its amendments will be entitled to 26 weeks of paid Primary Carer Leave (paid by Inland Revenue).
- 22.5 A copy of the Parental Leave and Employment Protection Act shall be available upon request. The Employer will also make information on parental leave available to workers.

23. EMPLOYMENT RELATIONS EDUCATION LEAVE

- 23.1 Workers covered by this agreement shall be entitled to Employment Relations Education Leave in accordance with part 7 of the Employment Relations Act 2000. In accordance with the Employment Relations Act 2000, the Union must notify the Employer of the maximum number of days of employment relations education leave calculated in respect of the Employer and the details of the calculation within one month of 1 April annually.
- 23.2 Where the approved education leave falls on a day that the employee is not rostered for work the employee shall receive the paid leave under the Employment Relations Act 2000 regardless of whether the employee would otherwise be required to work, provided this is deducted from the maximum number of days of employment relations education leave in the same way as paid leave from rostered work, and the leave arrangement qualifies under the Employment Relations Act 2000 in all other respects. The Employer may request satisfactory proof of attendance before making any payment to an employee under this clause.

PART V EMPLOYMENT PROCEDURES

24. TERMINATION OF EMPLOYMENT

- 24.1 Either party may terminate this Agreement by giving the other party the specified period of notice in writing outlined in the applicable Employer's Appendix. The Employer may elect to pay in lieu of notice. Should the worker fail to give the required notice then the balance may be forfeited and deducted from the worker's final pay and holiday pay.
- 24.2 Notwithstanding clause 24.1 the Employer may terminate the worker's employment summarily without notice in the case of serious misconduct.
- 24.3 Upon termination of employment the worker shall return all property, including uniforms and staff ID, belonging to the Employer. Failure to return such property shall result in the Employer making a deduction from any monies otherwise due to the worker after making due allowance for fair wear and tear.
- 24.4 Upon termination of employment the worker shall pay to the Employer any monies due by them. Such amount may be deducted from final monies including any holiday pay owed by the Employer to the worker.
- 24.5 The worker will be paid their final pay, including holiday pay, in accordance with the Employer's usual pay cycle.
- 24.6 The employment of Casual Workers terminates at the conclusion of each casual engagement that they have been offered and accepted, or at such earlier time as provided for in this Agreement. No notice beyond the date of the engagement is required for the termination of a casual worker.
- 24.7 Fixed Term Workers' employment will automatically terminate at the end of the agreed fixed term, or at such earlier time as provided for in this Agreement. No notice beyond the date of the engagement is required for the termination of a fixed term worker.

25. ABANDONMENT OF EMPLOYMENT

Where a worker is absent for two consecutive shifts or more without the Employers knowledge and approval, then that worker shall be deemed to have abandoned their employment unless a reason satisfactory to the Employer can be given. The Employer will make all reasonable efforts to contact the worker before terminating that worker's employment.

26. SUSPENSION

If the Employer considers it necessary, it may require workers to undertake reduced or alternative duties consistent with their abilities or remain away from work, on pay. If any suspension extends beyond four weeks due to matters beyond the Employer's control (such as a police investigation into a worker's conduct) the suspension may continue without pay after consultation.

27. EMPLOYMENT RELATIONSHIP PROBLEMS

Attached to this agreement is a plain language explanation (pursuant to section 54(3)(a)(iii) of the Employment Relations Act 2000) for the resolution of employment relationship problems, which includes a reference to the period of 90 days within which time a personal grievance must be raised by the worker with the Employer. The Employer encourages the worker to bring employment problems to its attention immediately as the company is committed to resolving disputes which may arise as early as possible.

28. EMPLOYEE PROTECTION PROCESS

28.1 Restructuring is defined in Section 69OI of the Employment Relations Act as:

28.1.1 Contracting out; or

28.1.2 Selling or transferring part or all the employer's business to another person (**New Employer**)

28.2 In the event that there is a proposal by the employer that might impact workers, including a proposal to contract out work, the employer will act in good faith including consulting with the union prior to any decision is made.

28.3 If there is a restructure that will affect a worker's positions, the Employer will negotiate with the New Employer on how the workers will be impacted as soon as reasonably practicable. The Employer can take into account its commercial and confidentiality requirements. The negotiations will follow this process:

28.3.1 Advise the workers of the intended timeframe for any relevant meetings in the restructuring process; and

28.3.2 Let the workers know what will be discussed in these meeting; and

28.3.3 Report back on any outcomes from these as they relate to the workers.

28.4 The Employer will provide the New Employer with all information about the workers who will be affected by the restructuring, including all details of their terms and conditions of employment. The Employer will make reasonable endeavours to ensure the affected workers are offered employment on the same or generally no less favourable terms and conditions of employment, encouraging the New Employer to do so.

28.5 It is ultimately the decision of the New Employer to continue the workers' employment and on what terms and conditions the worker can choose to transfer to the new employer or not.

28.6 If the New Employer does not offer a worker employment, then clause 29 on Redundancy applies. The Employer will meet with that worker to discuss:

- Are there options to remain employed by the Employer?
- What their redundancy entitlements are under this Agreement?
- What this could mean for the worker?
- What their notice arrangements are?

- The provision of a certificate of service; and/or
- Outplacement counselling where appropriate.

28.7 A worker does not have redundancy entitlements when:

28.7.1 The New Employer offers them a comparable position on substantially the same terms and conditions; or

28.7.2 They are offered and accept any employment with the New Employer (including on less favourable terms).

29. REDUNDANCY

29.1 Where the Employer is proposing a restructure that may result in redundancies it will call a meeting with the Union to discuss the situation as early as possible.

29.2 Redundancy compensation will not be paid in the following circumstances:

29.2.1 Where fixed term or casual employment terminates;

29.2.2 Where employment terminates on the basis of retirement;

29.2.3 Where a worker chooses to terminate employment prior to receiving four weeks' notice of termination of their employment due to redundancy;

29.2.4 Where a worker is offered a comparable position within the business on substantially the same terms and conditions of employment; or

29.2.5 Where a worker is offered and accepts any alternative employment with the Employer (including on less favourable terms).

29.3 Workers to be made redundant will receive four weeks' notice of termination of employment due to redundancy. The Employer reserves the right to pay wages in lieu of notice. When this applies, the weekly wage will be based on the average earnings over the last year of employment. Any redundancy compensation shall be in full and final settlement of redundancy. Entitlements to redundancy compensation are as set out in the applicable Employer's Appendix.

29.4 In selecting workers to be made redundant, the Employer will primarily have regard to its need to retain skills, knowledge, experience and performance necessary to operate an efficient and profitable business. Voluntary redundancies will be considered provided that the company has the discretion to finally choose.

29.5 Where a worker has been made redundant the Employer will extend greater rostering flexibility during the notice period where the worker has a job interview to attend.

30. DISCIPLINARY PROCEDURES

30.1 The parties agree that wherever practicable the Employer will follow the following procedures when the Employer is dealing with disciplinary procedures that could result in actions ranging from formal warning to dismissal:

30.2 The Employer will provide written notice at least 24-hours in advance of any proposed disciplinary meeting including:

30.2.1 the nature of the allegations describing the conduct in issue;

30.2.2 the right to have a support person or representative including the union;

- 30.2.3 full disclosure of information being relied on;
- 30.2.4 whether the alleged conduct is considered misconduct or serious misconduct;
- 30.2.5 What the possible outcome could be.
- 30.3 In the event that there is a finding of serious misconduct the employee will be provided with the proposed penalty and given the opportunity to make representations on the appropriate penalty before the final outcome is decided by the Employer.
- 30.4 The Employer will schedule investigation meetings during rostered shifts where practical, failing which, the employee shall be entitled to a minimum shift payment for attending meetings outside of rostered hours.

PART VI GENERAL

31. HEALTH AND SAFETY

- 31.1 Both parties to this Agreement are committed to a safe and healthy workplace. The Employer must take all reasonably practicable steps to provide a healthy and safe workplace.
- 31.2 The Employer and workers will engage over health and safety issues and workers will be given reasonable opportunities to participate in the ongoing improvement of health and safety in the Employer's business.
- 31.3 Workers must at all times take reasonable care for their own health and safety and the health and safety of others. This includes the requirement to:
 - 31.3.1 work in a safe manner, use work equipment in a safe manner and always wear the appropriate supplied health and safety equipment.
 - 31.3.2 Take reasonable care that their acts or omissions do not adversely affect the health and safety of other persons.
 - 31.3.3 Comply with any reasonable instruction and/or policy that is given by the Employer to allow it to comply with relevant health and safety legislation.
- 31.4 Any accident or 'near misses' on the job, however minor, must be reported immediately to the appropriate person.
- 31.5 Smoking/Vaping within the Employer's premises is not permitted.
- 31.6 The Employer may, at its expense, request a worker to undergo a medical examination by a registered medical practitioner or practitioners. The registered medical practitioner who undertakes a medical examination will be selected by agreement between the Employer and the worker. A copy of any relevant report provided by that medical practitioner will be available to both parties.
- 31.7 The Employer may make this request to:
 1. determine whether granting the worker ongoing sick leave is appropriate;
 2. assess the workers fitness for work and/or return to work after a period of sick leave;
 3. obtain a second opinion if the worker has provided the Employer with a medical certificate or report; and/or
 4. determine whether the worker's employment should be terminated for incapacity.
- 31.8 Workers must advise the Employer of any medical condition (including stress-related symptoms) which may impact on the worker's ability to perform their duties safely or effectively.
- 31.9 Workers are required to comply with all the company's health and safety rules and policies/procedures. If the worker does not comply with the rules and procedures, warnings

may be given or employment may be terminated. In some circumstances failure to follow the rules and procedures may result in the summary termination of employment for serious misconduct.

32. JURY SERVICE

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

- The employee produces the Court expense voucher to the Employer; and
- The employee returns to work immediately on any day when not actually serving on the jury.

PART VII UNION MATTERS

33. ROLE OF THE UNION

- 33.1 The parties agree that all workers have a right to join the Union and work together with other workers to ensure their collective interests are maintained. The parties agree to work co-operatively on matters of mutual benefit and act in good faith when dealing with matters under dispute.
- 33.2 The Employer will provide reasonable access to facilities to enable recognised delegates to communicate with the Union office and members. The Employer shall also allow reasonable time for delegates to carry out their duties on behalf of their fellow Union members.
- 33.3 The Employer shall provide the Union with the use of a notice board for the posting of Union notices.
- 33.4 At the request of a Union member, a Union representative may accompany a worker during a disciplinary process.
- 33.5 Union staff are entitled to enter the Employer's premises in accordance with the Employment Relations Act 2000. Union staff will exercise access in a reasonable way, having regard to normal business operations, including by ensuring that discussions are held away from customers (e.g. not at the front counter).

34. MEMBERSHIP DUES

- 34.1 The Employer shall deduct membership dues from the wages of members of the Union who are bound by this Agreement each pay period. This also includes the time off work on paid leave. The Employer will forward Union fee deductions and terminations to the Union fortnightly coinciding with the workers' pay period.
- 34.2 The Employer shall not cease deducting membership dues from a Union member whilst employed unless authorized in writing by the Union office on the resignation of that member from the Union. When a worker gives notice to the Employer directly the Employer will forward this to the Union.

35. UNION MEETINGS

- 35.1 The Employer must allow every Union member employed by the Employer to attend at least 2 Union meetings (each of a maximum of 2 hours' duration) in each calendar year.
- 35.2 The Union must give the Employer at least 14 days' notice of the date and time of any Union meeting to which clause 35.1 applies.
- 35.3 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 clause 35.1 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.

35.4 The Employer must allow a Union member employed by the Employer to attend a Union meeting under clause 35.1 for up to 2 hours on ordinary pay to the extent that the worker is rostered on for work for the Employer while attending the meeting.

35.5 For the purposes of clause 35.4, the Union must advise the Employer of the duration of the meeting, and subsequently confirm in writing the names of the members who attend.

36. REVIEW FORUM

36.1 The Union and the Employers agree to meet quarterly for a maximum of two hours, unless otherwise agreed, on the Union's request to discuss issues including operational improvements. The Union will circulate the agenda at least one week in advance. One Union delegate from each Auckland region complex will be paid for time in attendance at such meetings.

PART VIII APPENDICES

APPENDIX 1: Event and Rialto Specific Terms

The following terms will apply only to workers employed by Event Cinemas and Rialto Cinemas:

1. WORKSITES:

EVENT Cinemas

Whangarei
Albany
Queen St
Westgate
Westcity
St Lukes
Manukau
Newmarket (309)
Chartwell
New Plymouth
Tauranga Central
Tauranga Crossing
Havelock North
Palmerston North
Coastlands
The Embassy Theatre
Blenheim

RIALTO Cinemas

Newmarket
Dunedin

Plus any new worksites opened during the term (excludes acquisitions).

2. WAGES (GROSS)

Proposed wage rates effective 1 April 2021 onwards		
EVENT/RIALTO		
	Current Rate	New Rate
Cinema Attendant first 320 hours	\$ 18.90	\$ 20.00
Cinema Attendant 320 hrs - 18 mths	\$ 18.90	\$ 20.00
Cinema Attendant 18 mths +	\$ 18.90	\$ 20.00
Premium Allowance	\$ 0.40	\$ 0.40
Supervisor	\$ 19.36	\$ 21.00
Duty Manager T3	\$ 21.96	\$ 22.40
Duty Manager T2	\$ 24.65	\$ 24.65
Duty Manager T1	\$ 24.75	\$ 24.75

3. **MINIMUM GUARANTEED HOURS:**

- 3.1 Workers have minimum guaranteed hours per week of between 6 and 35 hours.
- 3.2 Minimum guaranteed hours which will be agreed to in writing and will be kept on each worker's personnel file.
- 3.3 Employees working dual roles will have overall minimum guaranteed hours set for them and this includes a guaranteed minimum for the higher role within this total.
- 3.4 Minimum guaranteed hours will be calculated on all paid hours including paid leave, hours paid for cancellation of a shift and in instances where the employee has requested unpaid leave.
- 3.5 Minimum guaranteed hours may be varied by agreement at any time between the Employer and workers for fixed periods of at least two weeks or more, including where there is to be a permanent change to hours of work. Workers may negotiate a short-term increase in their minimum guaranteed hours (such as peak periods). Requests for permanent changes to guaranteed hours will be discussed with the worker's manager and will be subject to the Employer's business needs and other relevant factors such as the availability of other staff. Temporary changes to a worker's guaranteed hours will not be unreasonably withheld provided that:
 - the requested change is of a temporary nature (i.e., for study) and with a defined end date;
 - the change is requested as far in advance as practicable; and
 - the gap created by the change in guaranteed hours is able to be filled by current workers.

4.0 **ROSTERING**

- 4.1 Managers are to use their best endeavours to prepare rosters fairly, having regard to skills, availability, performance, and roster structure.
- 4.2 Consistent with the needs of the business, workers are encouraged to make themselves available for work during the school holidays and on statutory holidays.
- 4.3 Split shifts will not be rostered.
- 4.4 This Agreement does not provide for or imply any committed span or timing of hours to be worked, which shall be as directed by the Employer's roster.
- 4.5 Workers shall not arrange their own replacements for shifts without the Employer's permission.
- 4.6 If workers wish to make themselves unavailable for any one shift, they must follow in-house procedures. Permission will not be unreasonably withheld. The Employer may reasonably withhold consent to a shift replacement where a pattern of shift swaps on a particular day has emerged for one worker. For example, if a worker has arranged a shift swap for a weekend shift (being Friday night to Sunday) for four out of the last eight weeks, this is considered a pattern.
- 4.7 If a worker is rostered to work a "closing" shift followed by an "opening" shift, a period of 9 hours must elapse between such shifts except by mutual agreement.
- 4.8 A minimum of three hours will be paid for any one shift with the exception of training, fire evacuation training, or staff meetings which the minimum shift length paid for will be 1.5 hours. If a worker needs to leave a shift or training or a staff meeting for any reason before it is completed and before the minimum duration of three or 1.5 hours respectively, he or she will only be entitled to payment for the number of hours actually worked.
- 4.9 Rosters will normally be available no later than 12.00pm on the Tuesday before the commencement of the forthcoming week.

- 4.10 The Employer reserves the right to change rosters after they have been posted according to the pressures of business. The Employer will give 12 hours' notice of a cancelled shift.
- 4.11 If, for any reason, the Employer gives a less than 12 hours' notice of cancellation of a shift, the worker will be entitled to be paid for the hours they were rostered to work on the cancelled shift.

4. UNPLEASANT DUTIES:

Workers will be paid \$11.50 before tax per occasion where they are requested by their supervisor or manager to perform a task which involves the cleaning and/or removal of bodily fluids, vomit, or excrement, and as such is considered unpleasant in nature.

5. TERMINATION OF EMPLOYMENT:

Either party may terminate this Agreement by giving the other party two weeks' notice of termination of employment in writing. The Employer may elect to pay in lieu of notice. Should the worker fail to give the required notice then equivalent the balance may be forfeited and deducted from the worker's final pay and holiday pay.

6. REDUNDANCY COMPENSATION:

If a worker is made redundant, he or she will be entitled to redundancy compensation of 2 weeks' wages for the first year of service and 1 week's wages for each subsequent year of continuous service, up to a maximum of 10 weeks' wages of redundancy compensation.

APPENDIX 2: HOYTS Specific Terms

The following terms apply only to employees of HOYTS Cinemas (NZ) Limited:

1. WORKSITES:

HOYTS Sylvia Park
HOYTS Botany Downs
HOYTS Wairau Park
HOYTS Hibiscus Coast
HOYTS TeAwa
HOYTS Riccarton
HOYTS Northlands
HOYTS EntX Christchurch
HOYTS Ormiston
Metro by HOYTS Hamilton
Berkeley Mission Bay

Plus any new worksites opened during the term (excludes acquisitions).

2. WAGES:

Proposed wage rates effective 1 April 2021 onwards		
Hoyts		
	Current Rate	New Rate
Cinema Attendant first 320 hours	\$ 18.90	\$ 20.00
Cinema Attendant 320 hrs - 18 mths	\$ 18.90	\$ 20.00
Cinema Attendant 18 mths +	\$ 18.90	\$ 20.00
Lux Allowance	\$ 0.40	\$ 0.40
Shift Assistant	\$ 19.36	\$ 21.00
Kitchen Worker	\$ 18.90	\$ 20.00
Duty Manager T3	\$ 21.96	\$ 22.40
Duty Manager T2	\$ 23.35	\$ 23.35
Duty Manager T1	\$ 24.75	\$ 24.75

3. UNIFORM:

Where the Employer requires uniforms to be worn and does not provide a laundering location for employees to access for their uniform to be cleaned and repaired, an allowance of \$7.50 per week will be paid when an employee works two shifts or more, in that week.

4. HOURS OF WORK:

- 4.1 Each employee will be available to work pursuant to a weekly roster consistent with agreed minimum guaranteed hours for each employee and employee stated availability.
- 4.2 A minimum of four hours will be paid for any one shift.
- 4.3 Rosters will be available before 6 pm on the Monday of the forthcoming week, setting out the hours to be worked by each employee unless prevented by unforeseen circumstances. Hoyts reserves the right to change rosters after they have been posted according to the pressures of business which may include demand on product for exhibition and weather fluctuations provided that any change to posted rosters occurs at least 4 hours prior to the start of the original shift posted.

- 4.4 Where the employer cancels a shift less than four hours prior to commencement of a rostered shift then the employee shall be entitled to be paid for that shift as compensation for the cancelled shift. Where an employee has commenced a rostered shift, the employer will only send that employee home early from a rostered shift by mutual agreement.
- 4.5 At commencement of employment new employees shall state their availability for hours that the employer will rely upon to roster minimum guaranteed hours and any additional voluntary hours to be worked. An employee may vary or withdraw availability no later than the Friday 5.00pm before the roster is posted the following Monday. Employees are encouraged to volunteer additional availability for work during the school holidays.
- 4.6 Availability should not be varied to allow for "one off" absences when the availability is otherwise intended to remain in place. In a one-off case the employee should either apply for leave or unpaid leave in which case the period of absence in question, as it affects hours that would otherwise have been rostered, will be counted as part of the guaranteed hours for the week in question.
- 4.7 Where an employee reduces their availability in accordance with the above, the employee acknowledges that the employer is no longer bound to roster minimum guaranteed hours, which will then be reduced in proportion to the reduction of availability, making allowance for impact of reduced availability on peak period availability. If original stated availability is restored, then guaranteed hours will be adjusted accordingly.
- 4.8 If employees wish to make themselves unavailable for any one shift, they must follow in-house procedure. Staff shall not swap shifts without the prior express permission of the Complex Manager or his/her designate. Requests to swap shifts should only be made in exceptional circumstances in which case they will be considered on a reasonable basis, having regard to the level of guaranteed hours still to be worked in the week by the employees affected by the proposed shift swap.
- 4.9 The employer will, at least one week prior to undertaking any recruitment drive at a location, invite existing employees at that location to indicate any increased availability for shifts.
- 4.10 From time-to-time employees are required to attend staff meetings. Where those meetings occur outside a designated shift, employees will be paid for the actual time in attendance at those meetings.

5. OVERTIME

- 5.1 Where the employee has not had a 10-hour break between shifts and has not volunteered to work the shift starting within that nine-hour period, then overtime rates will apply to the hours worked within the nine-hour period.

6. MINIMUM GUARANTEED BANDED HOURS:

- 6.1 The employer will offer hours to each employee in one of the following banded groups of hours:

8 hours per week
 16 hours per week
 20 hours per week
 24 hours per week
 30 hours per week

- 6.2 Minimum hours shall be calculated on paid hours and shall include hours taken as annual leave, sick leave or default or failure to work rostered hours.
- 6.3 Minimum guaranteed hours may be varied by agreement between the employer and employee for fixed periods of at least two weeks or more, including permanent change.
- 6.4 Where an employee has consistently worked hours each week equivalent to a higher band the employee may, after six months averaging the higher band of hours, seek a review to vary guaranteed hours to that higher band as of right. An employee who wishes to be moved to a lower band of minimum guaranteed hours may elect to do so in writing on two weeks' notice.

7. MINIMUM HOURS FOR DUTY MANAGERS AND SHIFT ASSISTANTS:

- 7.1 Duty Managers and Shift Assistants are to be given a guarantee of hours worked each week of not less than 8 hours weekly.
- 7.2 Where additional fixed hours become available on a permanent basis these are to be offered to existing staff already employed in these roles before new staff are engaged for these positions.
- 7.3 Additional hours in the role of Cinema Attendant will also be made available on a voluntary basis and all hours worked paid at the relevant Shift Assistant rate. When hours worked in addition to the original employment agreement have become regular in their primary role the employee may seek a review to vary guaranteed hours.

8. ROSTERING PRINCIPLES FOR CINEMA ATTENDANTS:

- 8.1 Managers are to use their best endeavours to prepare rosters having regard to:
1. Level of guaranteed hours available
 2. Skills (ability to work in different areas)
 3. Additional availability
 4. Productivity
 5. Service
- 8.2 Delegates are to liaise with managers on rostering fairness issues on a case-by-case basis. Where an employee feels stuck on a certain shift on a certain day, they may approach the location manager for a change and the manager will endeavour to facilitate this request where practicable.
- 8.3 Where additional extra shifts become available due to a predictable increase in business such as peak school holiday periods levels, then provided existing workers state an improved availability in hours for the peak period at least 4 weeks prior to the peak period, managers shall use their best endeavours to allocate the extra hours available in priority to existing workers according to the stated availability before rostering temporary workers to cover the additional hours employed wherever practical.
- 8.4 Where additional extra shifts become available due to an unpredictable increase in business or unfilled shifts due to sickness, then managers shall use their best endeavours to allocate the extra hours available in priority to employees who have listed additional voluntary availability cover the additional hours employed wherever practical.
- 8.5 Where additional regular shifts become available due to an increase in business or a reduction in current staff these shifts shall be offered to existing workers, wherever practical, before new staff are employed with requisite adjustment to minimum guaranteed hours in accordance with the requirements for variations of minimum guaranteed hours as set out above. Where the employer proposes to hire additional temporary or casual staff to assist in a peak school holiday period the employer shall not employ more than the equivalent to 10% of the workforce performing work covered by this agreement.

9. FIXED SHIFTS:

Nothing in this Appendix 2 shall prevent the employer and an employee agreeing to fixed shifts and hours of work, which agreement shall prevail where inconsistent with the other provisions of this Appendix 2.

10. TERMINATION OF EMPLOYMENT:

Either party may terminate this Agreement by giving the other party one week's notice of termination of employment in writing unless the employee is a duty manager in which the notice period shall be two weeks' notice. The Employer may elect to pay in lieu of notice. Should the worker fail to give the required notice then equivalent the balance may be forfeited and deducted from the worker's final pay and holiday pay.

11. REDUNDANCY:

In selecting workers to be made redundant, the Employer will primarily have regard to its need to retain skills, knowledge, experience, and performance necessary to operate an efficient and profitable business. Voluntary redundancies will be considered provided that the company has the discretion to finally choose.

11.1 Redundancy Compensation:

Workers who receive notice of termination for redundancy and who remain available to work out notice if required shall be entitled to redundancy compensation upon completion of notice (or when released from notice by the employer) on the following basis:

- 4 weeks' wages (calculated in accordance with clause 29.3) for first complete year of service.
- An additional weeks' wages for each of years two and three completed.
- Total redundancy compensation capped at 6 weeks compensation maximum.

12. HEALTH AND SAFETY:

The Employer will engage with workers on health and safety matters that will – or are likely to affect them. The Employer will provide reasonable opportunities for workers to participate effectively in improving health and safety on an ongoing basis. The Employer will facilitate and arrange for workers to elect two health and safety representatives for each site to participate in Health & Safety committee matters.

PART IX SIGNATORIES

The following are parties to this Multi-Employer Collective Agreement.

Signed:

Signed:

Signed:

On behalf of Unite Union

On behalf of Event/Rialto Cinemas

On behalf of HOYTS Cinemas NZ

Print Name

Print Name

Print Name

Date

Date

Date