

LANGLEY TWIGG

COLLECTIVE EMPLOYMENT AGREEMENT

1 October 2003 – 30 September 2006

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COLLECTIVE EMPLOYMENT AGREEMENT:

1 THE AGREEMENT

- 1.1 This is a collective agreement made pursuant to the Employment Relations Act 2000.
- 1.2 This agreement and the schedules to it constitute the entire agreement between the parties including the employees and (subject to clause 5) supersede all previous agreements, representations, negotiations, commitments and communications, either written or oral, between the parties.
- 1.3 The Employer from time to time makes policy decisions covering employment issues, which are not specified in this agreement. The Employer reserves the right to vary at its discretion any such policy, which is not expressly provided for in this agreement. Such company policy will be included in the office manual and shall be made available to each employee at the time they are employed and a current copy will be available to all employees in the workplace. The office manual shall not form part of this agreement but shall provide guidelines for the implementation of this agreement.

2 PARTIES

The parties to this collective agreement are:

- i. Langley Twigg Lawyers; (the Employer)
- ii. Finsec Inc (the union)

3 COVERAGE

This agreement will apply to all employees who are or become members of Finsec employed by Langley Twigg in clerical or legal executive positions.

4 TERM OF AGREEMENT

This agreement shall come into force on the 1st October 2003 and shall continue in force until 30 September 2006.

5. INDIVIDUAL TERMS AND CONDITIONS

- 5.1 Each employee who is party to this agreement may also have individual terms and conditions which specify certain elements of their employment conditions, and such conditions shall not be inconsistent with the terms of this agreement. Such conditions shall be in addition to the terms contained in this agreement.

- 5.2 The individual terms and conditions can be varied at any time by mutual agreement between the employer and the individual employee and recorded in writing. Any such variation is not subject to Clause 30 of this agreement.

6 POSITION/DUTIES

- 6.1 The Employer employs the Employee in the position, and to carry out the duties, detailed in their individual terms and conditions.
- 6.2 Any of the duties, reporting relationships or other matters, which are specified in the job description, may from time to time be altered by the Employer after consultation with the employee/s concerned.
- 6.3 The Employer reserves the right to introduce new work methods or equipment from time to time and the Employee shall participate in the training provided by the Employer to acquire any knowledge or skill necessary to meet such new methods or equipment. The Employee's duties may be amended from time to time as is reasonably required by the introduction of such new work methods, after consultation with and training of staff concerned.

7 HOURS OF WORK

- 7.1 The normal hours of work are set out in each employee's individual terms and conditions.
- 7.2 Such normal hours may be varied by agreement between the Employer and the Employee.
- 7.3 Punctuality is important in providing a proper service to clients. Accordingly, the Employee is to be prepared and ready to commence work at the appropriate starting time on each day.

8 RESTRICTIONS ON OTHER ACTIVITIES

- 8.1 The Employee shall not, within the term of employment, set up or engage in private business or undertake other employment in competition with the Employer.
- 8.2 The Employee shall not undertake any activities, which compromise his/her ability to carry out his/her employment functions.

- 8.3 The Employee shall advise the Employer of any other employment undertaken by the Employee, including the name of the other Employer and the hours engaged in such employment. If the employer has concerns in relation to any employment undertaken they will consult with the staff member concerned.

9 REMUNERATION

- 9.1 The Employer shall pay the Employee the remuneration set out in each employee's individual terms and conditions.
- 9.2 The Employee shall be paid fortnightly on a Wednesday.
- 9.3 The Employer will pay the Employee by way of direct credit to the Employee's nominated bank account.
- 9.4 The remuneration increments are as follows:
1.5% increase to salary on 10 August 2003
1% increase to salary on 10 August 2004
1% increase to salary on 10 August 2005
- 9.5 The next salary review after the 10 August 2005 is scheduled to commence 10 August 2006 and will form part of the collective agreement negotiations.

10 EMPLOYMENT RELATED EXPENSES

- 10.1 The Employer will reimburse to the Employee in full any reasonable expenses incurred by the Employee when undertaking the business of the Employer, provided such expenses are approved by the Employer prior to being incurred.
- 10.2 Where an employee uses his/her own vehicle in the course of his/her employment, he/she shall be entitled to claim previously approved travelling expenses from the Employer.

11 DEDUCTIONS

- 11.1 In the event of an overpayment of wages to the Employee, the Employer may recover the amount of the overpayment by way of deduction from any subsequent payment due to the Employee, provided the Employee is given written notification of the Employer's intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons for the overpayment.

- 11.2 In determining the amount and frequency of the deduction(s) the Employer will have regard to the financial circumstances of the Employee, to the extent the Employee chooses to disclose such circumstances.
- 11.3 In the event of termination of employment the Employer is authorised to deduct from the final pay (including holiday pay):
- (a) A sum representing the cost of repair or replacement of damaged or un-returned property, equipment or protective clothing, or;
 - (b) Any other debt due from the Employee to the Employer (whether under this agreement or otherwise).

12 PERFORMANCE REVIEW

- 12.1 At approximately twelve (12) monthly intervals the Employee's manager will carry out a performance review of the Employee for the preceding twelve (12) month period.
- 12.2 In reviewing the Employee's performance, regard shall be had to :
- (a) The Employee's efficiency and competence in carrying out the duties, and in meeting any established targets;
 - (b) The Employee's staff relations and public relations with customers of the Employer;
 - (c) Other personal attributes of the Employee (including versatility, judgment and productivity);
 - (d) Such efforts as the Employee has made since the last review to develop work related skills by means of any approved educational course, attendance at seminars or courses, or any other training;
 - (e) Any other arrangements which have been set in place between the Employee and his/her manager regarding the Employee's work.

13 ANNUAL HOLIDAYS

- 13.1 Subject to the provisions of this agreement annual holidays shall be given and paid in accordance with the provisions of the Holidays Act 1981.
- 13.2 Annual Holidays shall be taken at a time to be agreed by the Employer and the Employee and, failing agreement, as directed by the Employer. The Employer shall give not less than 4 weeks' notice of requirement for the Employee to take annual leave. The Employee shall give not less than four (4) weeks' notice of dates preferred for annual leave.
- 13.3 The Employee's Annual Holidays entitlements are set out in each Employee's individual terms and conditions.

14 STATUTORY HOLIDAYS (Public Holidays)

- 14.1 Statutory holidays shall be taken and paid in accordance with the provisions of the Holidays Act 1981.
- 14.2 Such statutory holidays are :
Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's Birthday, Waitangi Day and appropriate provincial anniversary.

15 SPECIAL LEAVE (Sick, Domestic and Bereavement Leave)

- 15.1 Subject to the provisions of this agreement special leave shall be given and paid in accordance with the provisions of the Holidays Act 1991.
- 15.2 The Employee's Special Leave entitlements are set out in each Employee's individual terms and conditions.

16 PARENTAL LEAVE

- 16.1 Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002.

17 OTHER LEAVE

- 17.1 Any other leave entitlements are set out in each Employee's individual terms and conditions.

18 EQUIPMENT

- 18.1 The Employer may provide the Employee with equipment necessary to perform his/her duties.
- 18.2 All care shall be taken by the Employee to keep the equipment in good order.
- 18.3 No equipment belonging to the Employer shall be removed from the premises without management's permission.

18.4 All equipment provided by the Employer to the Employee shall remain the property of the Employer and must be returned on cessation of employment.

19 CONFIDENTIALITY

19.1 The Employee undertakes not to disclose to any person, or make use of, any information or material, which has been obtained by the Employee during the course of his/her employment with the Employer.

19.2 The Employee shall not remove or copy any information, including client information, from the Employer's premises without the consent of the Employer.

19.3 The restrictions contained in clauses 18.1 and 18.2 above do not apply to :

- (a) The use or disclosure of such information in the normal course of the Employee's duties; and
- (b) Information which has already become public knowledge otherwise than as a result of a breach of this clause by the Employee.

19.4 The restrictions contained in clauses 18.1 and 18.2 above apply during the term of this agreement, after the expiry of the agreement, and after the termination of employment.

20 HEALTH AND SAFETY

20.1 The Employer's Health and Safety Policy, as stated in the Employees' Manual, must be adhered to at all times by all Employees.

21 INTERNET/E-MAIL/COMPUTER SYSTEM SECURITY

21.1 The Employer's Internet, E-Mail Policy and Computer System Security Policy, as stated in the Employees' Manual must be adhered to at all times by all Employees.

22 PRIVACY

22.1 The Employer has a policy in place regarding privacy terms and conditions to assist Employees in knowing their obligations in terms of the Privacy Act. The Employer's Privacy of Personal Information Policy must be adhered to at all times by all Employees.

22.2 All information provided to, or obtained by the Employer, either before or during the Employee's employment, will be held by the Employer after termination of

employment for a period of three (3) years to enable provision of references. The information held is subject to any rights of access to and correction of that information provided by the Privacy Act 1993.

- 22.3 By signing this agreement the Employee authorises the Employer to provide references based on such information held by the Employer.

23 HUMAN RIGHTS

- 23.1 Racial, sexual or other improper harassment and or discrimination of any other employee or of the Employer or of any customer is prohibited.
- 23.2 The Employer's Policy Against Discrimination, Policy Against Sexual Harassment and Equal Employment Opportunity Policy as stated in the Employee's Manual shall be adhered to at all times by all Employees.
- 23.3 Any employee who considers they are being subjected to harassment should report the matter to the Employer without fear of being victimised or having their future employment jeopardised.

24 DISCIPLINE

- 24.1 The Employer shall act fairly in all disciplinary dealings with the Employee.
- 24.2 If the Employer believes that the Employee has breached this agreement is negligent, has misconducted himself/herself, or if the Employer has any concerns about the Employee's performance or actions, then these matters are to be raised with the Employee and the Employee shall have the opportunity to explain his/her view of the matter.
- 24.3 Where the Employer believes the Employee has acted (or not acted) in a way that is covered by clause 24.2, then the Employer will first advise the Employee in writing giving details as to how and when it is claimed the Employee has so acted (or not acted), and allow the Employee time to arrange representation if required and to conduct his/her own enquiries into the events giving rise to the Employer's belief.
- 24.4 If following receipt of any explanation from the Employee, the Employer determines that a warning should be issued and it relates to poor performance, then the warning shall set out to what the warning relates and what improvement the Employee must make in his/her performance. The warning will include a reasonable deadline by which improvement in performance should be shown, and be signed by all parties and a copy retained by all parties.

- 24.5 In general, the disciplinary process will be a three-step procedure being:
- (a) First occasion – initial warning recorded in writing.
 - (b) Second occasion –second warning recorded in writing.
 - (c) Third occasion – final warning recorded in writing.
 - (d) Fourth occasion – dismissal with notice in accordance with clause 25
- 24.6 However, the level of disciplinary action that may be taken will depend on the seriousness of the incident being dealt with. The discipline of any particular action (even if it is a first occasion) could, depending upon its seriousness, result in:
- (a) an initial warning; or
 - (b) a final warning; or
 - (c) dismissal with notice; or
 - (d) in cases of serious misconduct, summary dismissal without notice.
- 24.7 Pending the Employer's investigation of and decision on the matter, the Employee may be suspended from work for the minimum period, on full salary to enable a proper enquiry to be conducted by the Employer.
- 24.8 Finsec will be notified should any member party to this agreement be the subject of any investigation or disciplinary action. Subject to clause 24.3 of this agreement, such notification need not be in advance of any investigation or disciplinary action.
- 24.9 Any warning shall cease to have effect after the period specified in the warning given to the Employee or, if no time is specified, after six (6) months following the date of giving of the warning.

25 INCAPACITY

- 25.1 The Employer may terminate this agreement in accordance with the procedures set out in this clause if the Employee has become permanently incapacitated from performing his/her functions due to ill health (physical or mental) or injury.
- 25.2 If the Employee is unable to work due to ill health (other than injury for which he/she receives earnings related compensation) and has used all sick leave entitlements then, if the Employee has not returned to work after two months following any period of sick leave, the Employee agrees the Employer has discretion to investigate terminating the employment pursuant to clauses 24.4 and 24.5 below.
- 25.3 Where the Employee is unable to work due to injury for which he/she receives earnings related compensation, the Employer may investigate terminating the Employee's employment if the period of incapacity exceeds one (1) consecutive months, or an aggregate period of six (6) weeks within a twelve (12) month period, in terms of clauses 24.4 and 24.5 below notwithstanding that the Employee may still have unused sick leave entitlement.

- 25.4 If the Employer wishes to terminate the employment because of the Employee's incapacity, the Employer shall require the Employee to undergo a medical examination by a Registered Medical Practitioner chosen by the Employer from a list of not less than three Registered Medical Practitioners recommended by the Employee's usual medical practitioner. Such medical examination shall be at the Employer's expense and the Employer shall allow reasonable time for such examination to be undertaken.
- 25.5 Before making any decision as to termination the Employer shall:
- (a) Discuss the situation with the Employee and/or his/her authorised representative;
 - (b) Take into account any reports or recommendations made available to the Employer as a result of a medical examination referred to in clause 24.4 above;
 - (c) Take into account other relevant medical reports or recommendations which the Employer might receive or which may be provided to the Employer by or on behalf of the Employee;
 - (d) In particular, take into account any advice as to the time within which it is expected the Employee may be able to return to work;
 - (e) Give due consideration to all the circumstances.
- 25.6 Where the Employer decides, having regard to the matters referred to in the clauses above to terminate the employment, the Employer shall give notice to the Employee in accordance with the termination notice applicable to the Employee in clause 25 of this agreement.

26 NOTICE/TERMINATION OF EMPLOYMENT

- 26.1 Two (2) weeks notice of the termination of the employment shall be given in writing by either party, unless grounds for summary dismissal exist, in which case no notice is required to be given.
- 26.2 Upon notice being given in terms of Clause 25.1 the Employer may exercise any or all of the following rights at any time during the period of notice:
- (a) require the Employee to continue work during the period of notice and direct the Employee to undertake such duties, directly or indirectly related to the Employee's position as the Employer may think fit, or
 - (b) direct the Employee not to report to work during the notice period (during which period the Employment Agreement shall continue) and either:
 - (i) pay the Employee's wages or salary when due, or
 - (ii) pay the wages or salary attributable to the notice period in a lump sum at the start of that period, or

- (c) terminate the Employee's employment earlier than the expiry of the notice period by making a payment in lieu of the Employee's remuneration for the un-expired period provided that up to the termination of the Employee's employment the Employee and the Employer shall remain bound by their mutual obligations of trust and confidence.
- 26.3 If the Employee fails to give the appropriate notice of termination to the Employer, then the Employee forfeits any wages due from the date of ceasing work.
- 26.4 Any sum due to the Employer by way of forfeiture or penalty may be deducted from any payments (including wages and holiday pay) due to the Employee.

27 REDUNDANCY

- 27.1 **Definition:** Redundancy means a situation where an Employee's employment is terminated by Langley Twigg, the termination being attributable, wholly or mainly to the fact the Employee's position is or will become superfluous to the needs of Langley Twigg.
- 27.2 Where a redundancy situation as defined by clause 26.1 occurs the following provisions shall apply.
- (i) Langley Twigg shall give an Employee affected a minimum of six (6) weeks notice in writing of termination of his/her employment or payment in lieu thereof.
 - (ii) Langley Twigg shall notify the Union of any redundancy situation at the same time that notice is given to the redundant Employee
 - (iii) Langley Twigg shall allow an Employee who has been given notice of termination due to redundancy, reasonable time off to attend job interviews.
 - (iv) An Employee who receives notice of redundancy and who finds an alternative position during the period of notice may, with the consent of the Employer, which shall not be unreasonably withheld, terminate his or her employment prior to expiry of the notice period. The un-worked portion of notice will not be paid.
- 27.3 The requirement to give notice of redundancy in terms of this clause in no way imposes any obligation to make a redundancy compensation payment and no such payment shall be made.
- 27.4 The Employee will be deemed not to be redundant if his/her employment is terminated:
- (a) because the Employer sells, transfers or leases the whole or any part of its business and the person acquiring the business offers the Employee employment in the same capacity and on terms and conditions that are no less favourable than contained in this agreement; or

- (b) because the Employer sells, transfers or leases the whole or any part of his business and the person acquiring the business offers the Employee employment in a capacity that the Employee is willing to accept; or
- (c) because of a dissolution of the Employer's partnership by the resignation of one or more partners from the partnership, or by the addition of one or more partners to the partnership; or
- (d) because the Employer's partnership is dissolved and is replaced by a company and the Employee is employed by the company; or
- (e) because of an amalgamation under Part XIII of the Companies Act 1993, or Part V(a) of the Companies Act 1955; or
- (f) and the Employee becomes an independent contractor for the Employer performing the same or similar tasks to those performed under this t agreement.

28 ABANDONMENT

- 28.1 Where the Employee absents himself/herself from work for more than three (3) working days without notification to the Employer, he/she shall be deemed to have terminated his/her employment without notice, provided that:
- (a) the Employer shall make reasonable efforts to contact the Employee before invoking this clause, and
 - (b) where, through unavoidable circumstances, an Employee is unable to notify the Employer of his/her absence and such absence is reasonable then this clause shall not apply.

29 EMPLOYEE'S DUTIES ON TERMINATION

- 29.1 On termination of this agreement for whatever reason the Employee shall:
- (a) On or before the final day of employment, return all property of the Employer to the Employer;
 - (b) Forthwith repay any loans and any other sums due to the Employer.

30 PERSONAL GRIEVANCES and DISPUTES

- 30.1 Refer to the First Schedule of this agreement for the procedure to follow for personal grievances and disputes.

VARIATION OF AGREEMENT

- 31.1 Either party may initiate bargaining for a variation to this agreement by giving notice in writing to the other party, identifying the intended change to the agreement, the positions which would be affected if such a change were agreed, and the likely effect of the changes to the agreement.
- 31.2 The parties will follow the Ministerial Code of Good Faith for bargaining for a Collective Agreement, as far as it can be applied to variations. Under Section 51 (2) of the Employment Relations Act the union will provide notice of the ratification procedure.

32 SERVICE OF NOTICES

- 32.1 Any notice to be given under this agreement by either party to the other may be served either personally or by ordinary mail addressed to the other party. The respective addresses of the parties are :

Langley Twigg
62 Raffles Street
PO Box 446
Napier

Finsec (Inc)
P O Box 27-355
Wellington

33 EMPLOYEE REPRESENTATIONS

- 33.1 The Employee warrants that all representations, whether oral or in writing, made by the Employee as to qualifications and experience in applying for this position are true, correct and complete.
- 33.2 The Employee warrants that he/she has not deliberately failed to disclose any matter, which may have materially influenced the Employer's decision to employ the Employee.
- 33.3 The Employee has not made and will not make any contractual commitments, which would conflict with the performance of the Employee's obligations under this clause.

34 EMPLOYEE'S ACKNOWLEDGMENT

- 34.1 The Employee acknowledges that he/she has read and understood:
- (a) This Employment agreement;
 - (b) The Employees' Office Manual.

Employer

Finsec

Date : _____

FIRST SCHEDULE

DISPUTES OR PERSONAL GRIEVANCES

Employment relationship problems.

Definition:

An employment relationship problem includes a personal grievance (which has the meaning given to it in the Employment Relations Act 2000), dispute (which means a dispute about the interpretation, application or operation of this agreement) and any other problem relating to or arising out of an employment relationship but does not include any problem with the fixing of terms and conditions of employment.

Procedure

Personal grievances and disputes will be dealt with in accordance with the provisions of part 9 of the Employment Relations Act 2000. The following is a plain English description of the process to be used in progressing any such grievance or dispute.

Personal Grievances

If you think you have been unjustifiably dismissed by Langley Twigg; or disadvantaged, unlawfully discriminated against, sexually or racially harassed, or subjected to duress because of your membership of Finsec during your employment you can take a personal grievance.

- You must tell Langley Twigg, about your concerns within 90 days of first becoming aware of the problem, unless there are exceptional circumstances.
- If Langley Twigg does not sort out the problem you can ring the Mediation Service on 0800 800 863 and a mediator will help you resolve the problem with your Employer. You must try and resolve your problem in “good faith”.
- If mediation is unsuccessful or your Employer refuses to take part in mediation you can make a written application to the Employment Relations Authority. They will either investigate your problem and make a decision about it or they may refer your problem to the Employment Court.
- If you are not satisfied with the decision of the Authority you can appeal the decision in the Employment Court.
- You can involve your union delegate or office at any stage of this process and are encouraged to do so.

Labour Inspectors

If you think you are not being paid correctly or you are having problems about sick leave or annual leave you can ring a Labour Inspector on 0800 800 863. They will help you sort your problem out by explaining your rights to you, and if necessary, taking action on your behalf against your Employer.

Disputes

If you have a dispute with your Employer about the terms and conditions of your Collective Employment Agreement you or your Employer can ring the Mediation Service and they will help you resolve the matter. If you ring the Mediation Service about a dispute you must also inform Finsec and your Employer.

Human Rights Commission

If you are being unlawfully discriminated against; or if you are being sexually or racially harassed and you do not want to raise the matter with your Employer directly, you can ring the Human Rights

Commission on 0800 496 877 or the Race Relations Office. They can assist you with free, confidential advice. They also provide mediation and investigation services free of charge.

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