



## PAID UNION MEETING MONDAY NOV 8 EMPIRE HOTEL, NELSON ST

**10.00-12.00**

**12.00-14.00**

**18.00-20.00**

**20.00-22.00**



WE want a 100% attendance at these meeting.

All members have a right to attend. Just because the department is “busy” is not a good enough reason not to release you for the meeting. Managers should be arranging enough cover so every SEA-Unite member can get two hours off ON PAY to attend.

We will be deciding on the main claims for negotiations this year, ie

- What pay rise do you want?
- How much redundancy pay should you get?
- How many breaks do you need?
- What rights should you have when the company make changes to your employment conditions?
- What rights should part time and casual staff have?
- Should there be car park and 24/7 charges?
- Should the company be able to sack someone in the first 90 days without any reason?
- Should the company be able to ask for a medical certificate without reasonable grounds?
- Should workers continue to be able to nominate lieu days with 2 weeks' notice?

We will also be electing delegates for the executive and a bargaining team for the negotiations of a new Collective Agreement. These negotiations start later this month.

**MAKE SURE YOU ARE THERE!**

# LETTER FROM UNITE LAWYER TO SKYCITY OVER THE TRAINEE DEALERS

Claire Walker  
SKYCITY Auckland Ltd

Dear Claire,

## Re: Dealers Remuneration

I act for Unite Union Inc. who have already raised a concern with you through Mike Treen with regard to the payment of new dealers you have described as "trainee dealers" in letters of appointment.

I have now met with a representative of the affected membership and Mike Treen to discuss your correspondence to date. The union has several concerns with regard to the lawfulness of SKYCITY's actions and for the benefit of future dialogue I relay my understanding of the facts giving rise to them.

Up until November 2008 SKYCITY was paying the minimum wage to train dealers for a period of four weeks off site before dealers commenced dealing duties at the casino. During this period these employees were described as "trainee dealers", and paid a lower rate, which appeared in the schedule of the Collective Agreement. By the time the dealers commenced dealing duties they were receiving the higher rate applicable to dealers.

In July 2009 it is understood SKYCITY changed its training method without consultation with the union, offering training to applicants at no charge but purporting to do so without obligation to employ until completion of this training. I am aware this training is less thorough and that you consider that it continues once employment commences.

However, in unpaid training the candidates learn to deal a game to the extent that they are capable of dealing a live game. My understanding is training focuses particularly on one game, such as blackjack. At the end of the unpaid training the letter offering employment purports to offer employment as a "trainee dealer" but the new dealers commence dealing duties on their first day.

From July 2009 SKYCITY have applied the training rate to those dealers it has offered employment while employed on the floor carrying out dealer duties.

I am aware the letter of appointment describes the offer in terms of offering employment as a "trainee dealer" but the reality is that the nature of the position is for a position as dealer because the duties carried out are those of dealer.

SKYCITY has directed the purported "trainee dealers" to carry out all dealer duties and has applied the training rate to dealers until such time it considers the dealer is, in its eyes, competent in a major game, which again by unilateral decision it seems to determine equates to recording 150 hours of dealing that game competently.

I note that in your email to Mike Treen you state that the rate has been applied "until such time as they have completed 150 hours of dealing 'live' games." My understanding is the rate has been applied until dealers have recorded 150 hours of time dealing a specific game, with time dealing other games, disregarded but still paid at the training rate.

My understanding is that currently, for example, new dealers carry a book with them that records hours on blackjack and performance on it, for purposes of achieving the target set for them by SKYCITY and

which when completed will make them recognized as entitled to the new rate of "Dealer (One Major Game)".

It is the union's view that those ready to act as dealers on behalf of their employer for the public should be paid for dealing. They are earning money for dealing on behalf of the casino as any other dealer would.

I am told that the table game supervisors, while not trained to instruct but to supervise, are required to comment and rate the new dealers on blackjack performance only. Surely, even on its own logic, which is not accepted as valid, SKYCITY should only apply the training rate to a game it is training on, or if training happens on all games and duties it should cease paying training rates after the first 150 hours of time worked.

The union considers it was never the purpose of the training rate to allow its application on the floor to dealers while competent enough to earn money for the casino by dealing a game on its behalf. Further it was certainly never intended to allow application of a training rate over a time frame in the control of SKYCITY, to time spent working as dealers, not training to become one.

It is the view of the union that the workers who have been remunerated at the training rate have been significantly under-paid. My client seeks wage recovery for all its members affected, who should have received the higher amount of \$16.73 per hour from the date of commencement until the date it was actually paid. It reserves the right to recover costs incurred in pursuing this claim.

Obviously it is happy to meet at mediation in the first instance to discuss resolution of this matter.

Yours sincerely

Helen White LLB (Hons) BA

Cc Mike Treen

# CASUAL VERSUS PART TIME CONTRACTS

SEA-Unite is concerned at what seems to be a misunderstanding of the status of casual vs part time workers. This problem is especially bad in Conventions where virtually all staff are deemed to be casual when many (indeed most) should not be.

This is important. Casuals miss out on many entitlements. These include:

- Casuals don't go to a minimum wage of \$15 an hour after three years service. And if someone transfers from a casual to a permanent job (part-time or full-time) their service as a "casual" is not counted
- Casuals don't get paid an alternative holiday (lieu day) for working a public holiday
- Casuals don't get paid overtime rates for work over 40 hours in a week.
- Casuals don't get annual holidays and are paid their holiday pay as an weekly 8% on their wages.
- Casuals don't get shift based leave
- Casuals don't have their service counted towards long service payments included in the Collective Agreement.

It is also our experience that managers misuse the casual status to do things which are illegal, such as:

- Dismissing casuals without proper process – or any process in some cases
- Penalising people by taking them off the roster for minor lateness or "No Call No Show" – again without a process and an opportunity to explain.
- Sending people home for lateness – again this is illegal.

We have settled two cases of unjustified dismissal and unfair treatment in mediation. The company has been aware of the problem and promised but

failed to deliver action. If necessary we will go to court again!

SEA-Unite wants anyone who has been sent home for lateness or NCNS to contact us and we will put in a claim for payment for time lost by being sent home or time lost from work because they were taken off the roster. We will put in a claim for the lost hours.

We want the names of every worker who wants to change their status from casual to part time.

There will be a few casual workers who don't want to change their status because you lose the right to say no to a shift. Genuine casuals can refuse to work any shift they don't want to without punishment.

If you a part time worker there is an obligation on the company to offer at least 8 hours work each week and there is also an obligation on the worker to work each week according to their availability.

**JOIN SEA-UNITE TODAY TO MAKE  
SURE YOU  
GET YOUR RIGHTS PROTECTED!**

### Restructuring to part time workforce

One big problem with the restructures that have happened recently is that the company seems to want to make more and more staff part time workers with fewer rights. Under the current contract part time workers are only guaranteed 8 hours work a week. We don't think that this is good enough and will be looking to the negotiations this year to fix that.

## UNITE NATIONAL DELEGATES CONFERENCE – NOVEMBER 25-27

Unite Union will be having its first delegated national conference this year. This will be a coming of age for the union and an exciting and educational few days. There will be classes, guest speaker, films and parties. Each sector of the union will meet and plans for Rugby World Cup year will be decided.

24 delegates have been invited from SKYCITY but any member is welcome to attend as an observer.



This is a membership (tick one):

Application  Renewal

Mr.  Mrs.  Ms

First Name:

Family Name:

Date of Birth:  /  / 19

E-mail:

Postal Address:

Suburb/Town:

City:

Phone Mobile:  -

Home:  -

- I authorise Unite to be my representative under the Employment Relations Act 2000 or its successor.
- I authorise my employer to deduct my fees from my wages and send them to Unite and to cease deductions for any other union.
- I agree to the terms and conditions on the attached card.

Signature:

Date:  /  / 20

Employer: SkyCity Auckland Ltd

Department:

Job Title:

Shift Start:  Sunrise  Day  Swing

Employee #:

Tick to be part of the activist network:

Tick to be notified about any union seminars:

*Place form in the SEA-Unite drop-box, opposite Wardrobe on Level 1*

Office use only  
Place card number sticker here

## CONCERN OVER 15 MINUTE BREAKS

Frontline staff in the restaurants, hotels and other areas seem to be missing out on all the breaks they are entitled to.

Under our Collective Agreement staff who work between six and eight hours are entitled to two paid 15 minute breaks and one unpaid 30 minute break.

During a restructure in Orbit it became clear that none of the staff were getting the second paid 15 minute break. In this restaurant the staff were also being paid for the 30 minute lunch break with a meal provided. However the staff were expected to be on call for duty and have their briefings from management in that 30 minute period. In those circumstances the break should be paid for and we don't accept that this means staff miss out on the second paid break. The purpose of paid 15 minute breaks is to give workers a real break from the job for rest and recuperation. This can't happen if you effectively remain on duty.

**SEA-UNITE Union**  
3636000 ext 6307  
sea.unite@skycity.co.nz

Unite Union  
6A Western Springs Rd.  
Kingsland

Ph 09-845-2132  
Fax 09-846-9509  
Mike Treen 0295254744  
or Candy Sherman 029 6951135