



ESPRESSO PARTNERS LIMITED

trading as

Starbucks New Zealand

COLLECTIVE AGREEMENT WITH

UNITE UNION INC



Parties to the Agreement

Espresso Partners Limited ("Starbucks NZ"), hereinafter referred to as 'the Employer'

and

Unite Union Incorporated, hereinafter referred to as 'the Union'

SCHEDULE 1

Start date: <Date>

Position: <Job Title>

Reports to: <Job Title>

Original start date: <Specific Date>

Location of work: <Store name>

Remuneration (Wage): \$<X.XX> gross per hour

Total Hours of Work: The employee's minimum hours of work are <hours> per week, (these exclude unpaid meal breaks). These will be rostered between Monday and Sunday. These will be rostered as the following fixed shifts each week:

Mon:

Tue:

Wed:

Thu:

Fri:

Sat:

Sun:

Table of Contents

Term	5
Coverage	5
Subsequent Parties	5
New Employees	5
Casual Employees	5
Objectives of this Agreement	5
Duties of the Parties	6
Employee Conduct	6
Position	6
Place of Work	7
Hours of Work	7
Personal Use of Employer Provided Facilities, Tools of Trade	8
Workplace Health and Safety	8
Annual Leave	8
Long Service Leave	9
Cashing Up Annual Holidays	9
Public Holidays	9
Taking of Alternative Holidays	10
Sick Leave	10
Bereavement Leave	11
Parental Leave	12
Family Violence Leave	12
Jury Service	12
Deductions	13
Expenses	13
Security Monitoring	13
Training	14
Performance of Duties	14
Medical Examination	14
Suspension	15
Abandonment of Employment	15
Termination of Employment	15
Redundancy	16

Employee Protection Provision	16
Confidentiality	17
Non-Solicitation	17
Conflict of Interest	18
Union Provisions - Access	18
Union Provisions - Deductions	18
Union Provisions – Union Meetings	19
Union Provisions - Delegates	19
Union Provisions – Employment Relations Education Leave	19
Employer Communications	20
Resolution of Employment Relationship Problems	20
Variation to the Agreement	20
Employee Representations	20
Completeness	20
Appendix A - Remuneration	21
Appendix A – Authorised Overtime	21
Appendix A – Rest Breaks	21
Appendix A - KiwiSaver	22
Appendix B – Casual Employee	23

1. Term

This Agreement shall come into force on (date of ratification) and shall remain in force until 31 July 2025.

2. Coverage

This Collective Agreement shall cover union members, who are waged and who are employed by the Employer throughout New Zealand. This agreement shall not apply to salaried in-store management or above store positions.

The parties agree that the Employer is authorised to pass on the terms and conditions of this Agreement to non-union employees.

3. Subsequent Parties

The parties agree that other Employers who are part of Espresso Partners Limited can become a party to this Agreement, subject to the following:

- this Agreement has been signed by the original parties (in clause 2 above); and
- the original parties consent, at the time, to the other Employer becoming a party to the Agreement.

4. New Employees

In accordance with the Employment Relations Act 2000, when a new Employee enters employment with the Employer, the employee's terms and conditions of employment will comprise the terms and conditions provided for by the collective agreement for the first 30 days of employment.

The employer will provide a notice to the Employee that complies with Section 62 A of the Employment Relations Act 2000. Unite will provide the Employer with Union recruitment material which shall be included in the induction programme.

5. Casual Employees

Casual Employees are employed on an "as and when required basis". The Employer may offer casual employees work, but is not obliged to do so. Casual employees therefore have no ordinary or guaranteed days or hours of work. Any clauses in this Agreement which provide for specific entitlements with regards to hours, shifts, rosters or leave do not apply to casual Employees, unless explicitly stated. See Appendix B for terms and conditions specific to casual Employees.

6. Objectives of this Agreement

This Collective Agreement forms the foundation for our employment relationship. We recognise that a positive employment relationship is based on the foundations of good faith. There are mutual obligations for both parties to have trust and confidence in the other, act professionally and constructively, not mislead or deceive one another and maintain a responsive and communicative relationship.

7. Duties of the Parties

The employee's general duties and responsibilities are detailed in the Operations Excellence Guide and training and/or set out in the job description attached to this agreement. The employee agrees:

- To perform their duties and responsibilities to an acceptable standard.
- The Employee agrees to conduct themselves to an acceptable standard that ensures the goodwill and reputation of the Employer is not affected.
- that the information provided by them during the employment process is true and correct.
- that they have disclosed any illnesses, injuries, or other relevant circumstances that may affect their ability to safely and effectively perform your duties and responsibilities under this CEA.
- to comply with all policies and procedures that we have in place. If we change these policies, we will inform you of any updates. All policies are available on the Company Intranet for your review and familiarisation.
- to carry out and comply with all reasonable and lawful instructions given to them by Espresso Partners Ltd, or any other person/s authorised by Espresso Partners to give such directions, such as their People Leader.
- present themselves at all times in a professional manner, acknowledging the Employer's requirement for excellence in relationships with all persons associated with its work.

8. Employee Conduct

The Employee shall undertake the tasks and duties associated with his/her position in a professional manner and to an acceptable standard.

The Employee should note the provisions of the Employer's Policies and Procedures and any other policy statements as provided for from time to time and which apply generally to all Employees of the Employer.

Copies of the Employer's policies and procedures are available and can be provided to the Employee on request. The Employee has a responsibility to learn and observe them. These policies may be amended from time to time and the Employee will be made aware of such amendments.

9. Position

The Employee will be employed in the position confirmed within the Schedule 1 as provided along with this Agreement.

The Employee is required to follow the instructions of his/her supervising manager in respect of performance, behavioural requirements and the allocation of work duties as appropriate.

It is agreed that business operations may require that the Employee's Position Description be altered from time to time. Any substantial change shall be made after consultation with the Employee, provided that such change in the duties or other matters shall require the written agreement of the Employee which shall not be unreasonably withheld.

The offer of employment is subject to the Employee having the legal right to work in New Zealand and that they will provide documentary evidence. The Employee also undertakes to advise the Employer should their status to work in New Zealand change. Should for any reason the legal right to work in New Zealand be withdrawn, the Employer's employment will terminate.

10. Place of Work

The Employee's place of work shall be confirmed within the Schedule 1 as provided along with this Agreement.

The Employee is required to attend during working hours at the Employer's place of business and at such other places as the Employer may reasonably require either temporarily or on a permanent basis without any accompanying change in remuneration or allowances. The Employee accepts that the Employer may change its place of business without any change in the Employer's remuneration or allowances.

The Employee accepts that the Employer may change its place of business without any change in the Employee's remuneration or allowances.

Requests by Employees to be transferred between sites shall not be unreasonably withheld.

11. Hours of Work

The Employee's ordinary hours of work shall be confirmed within the Schedule 1 wording as provided and will be rostered between Monday and Sunday.

Employees are not required to work outside of these hours but may agree to do so.
The shifts shall not exceed 8 hours a day or 40 hours a week (excluding unpaid meal breaks).

The minimum shift length is 4 hours. The minimum hours of work per week is two shifts or 10 hours per week.

- Additional fixed shifts may be offered and agreed between the Employer and Employee
- Requests for changes to fixed shifts and hours may be offered and agreed between the Employer and Employee.
- The Employer shall not unreasonably withhold these requests, including on a temporary basis.
- Employees will be offered additional hours before external recruitment. These will be offered in accordance with tenure and qualifications *based on need*.
- Where an existing Employee seeks to swap his or her shift with another Employee, the Employee will seek approval from the Employer. Approval will be at the discretion of the Employer but shall not be unreasonably withheld
- Where a store is closed for renovations/transformation or for any reason, Employees will be paid for their permanent fixed hours at that store during the period of closure, in instances whereby it is not possible to temporarily relocate Employees to another store or locally provide training."

The Employee agrees and understands that they may be able to pick up additional hours as offered by the Employer. Any additional hours to the published roster must be approved in advance by the Employee's Manager.

12. Personal Use of Employer Provided Facilities, Tools of Trade

Employer-provided systems, facilities and equipment such as computer, telephone, email and internet access are all provided for business purposes. You agree not to participate in harmful digital communications or electronic harassment or intimate visual recordings whilst at work, nor to do so at any time using our systems or equipment. You acknowledge you have no expectation of privacy in respect of your use of our systems and equipment.

13. Workplace Health and Safety

The parties' attention is drawn to the Health and Safety at Work Act 2015 and its amendments. The principal object of this Act is to provide for a balanced framework to secure the health and safety of workers and workplaces. The Act requires that all parties participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.

The Employer will so far as is reasonably practicable, systematically identify and manage potential and specific hazards by eliminating, isolating or minimising them, before or as they arise.

The Employee agrees to take all reasonable precautions for the safety and health of him/herself and others in the workplace:

- The Employee will take all reasonable care to ensure his/her own safety while at work and that no action or inaction by him/her causes harm to any other person in the workplace.
- Where an Employee becomes aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others, he/she will immediately report such damage, fault or hazard to management.
- The Employee acknowledges that he/she knows and understands the Employer's health and safety rules and procedures and is required to follow them. Where an Employee fails to comply with health and safety rules and procedures, disciplinary action may result.
- The Employee agrees to observe all safety precautions and procedures including, where required, the wearing of protective clothing and equipment.

14. Leave

14.1. Annual Leave

After the end of each completed 12 months of current continuous employment with the Employer, the Employee, other than casuals, is entitled to **four weeks** annual holidays in accordance with the Holidays Act 2003 and its amendments.

Payment for annual holidays shall be in accordance with the provisions of the Holidays Act 2003 and its amendments.

We encourage you to take your Annual Leave as you earn it to support your health and wellbeing, at a time or times to be mutually agreed between the Employee and the Employer, having regard to the requirements of the business. Workers who prefer to take an accumulated amount of Annual Leave once it has accrued can do so and should not feel pressured to take their Annual Leave beforehand. Where the Employee and

the Employer cannot agree, the Employer may require the Employee to take a specified amount of holidays with not less than 14 days' notice.

Holidays in advance shall be at the discretion of the Employer and deducted later from the Employee's entitlement or, where applicable, from any final payment on termination of employment.

All applications for annual leave must be submitted and approved by the Employee's Manager at least one month prior to the requested leave date. Leave is to be taken at times which will not impinge upon the performance of the Employee's duties and responsibilities under this Agreement.

14.2. Long Service Leave

Employees shall be entitled to long service leave as follows:

- 2 weeks holiday on completion of 10 years continuous service.
- 3 weeks holiday on completion of 15 years continuous service.
- 4 weeks holiday on completion of 20 years continuous service.

Long service leave will be paid on a pro-rata basis based on the greater of an Employee's ordinary weekly pay or an Employee's average weekly earnings, at the time the leave is taken.

Where an Employee's employment terminates (other than for misconduct or breach of contract) with an entitlement to long service leave, it shall be paid in lieu.

Long service leave is non-cumulative and will be forfeited if not taken before the next long service leave holiday entitlement falls due. Long service leave is to be taken at a mutually convenient time in one or more period or may be paid in lieu.

14.3. Cashing Up Annual Holidays

The Employer may consider any requests made to cash up annual holiday, as per the Holidays Act up to 1 week of annual holiday per year.

14.4. Public Holidays

Because of the nature of our business, Employees may be required to be rostered as per their fixed shifts. Pursuant to the provisions of the Holidays Act 2003 and its amendments, 12 Public Holidays shall be allowed, provided they fall on a day that would otherwise have been a working day for the Employee.

Recognised public holidays are:

- | | |
|----------------|--|
| Christmas Day | Boxing Day |
| New Year's Day | The second day of January |
| Waitangi Day | Good Friday |
| Easter Monday | Anzac Day |
| Labour Day | Anniversary Day of the province |
| Matariki Day | The birthday of the reigning Sovereign |

For the purposes of the Holidays Act 2003 only, if the employee is required to work on a public holiday they would otherwise have a right to, they will be paid at least the portion of their relevant daily pay (less any penal rates) for the time actually worked on that day plus half that amount again for all hours worked, calculated under the Holidays Act 2003.

Where the Employee is required to work on a Public Holiday that would otherwise be a working day for the Employee, he/she shall also receive an alternative holiday to be paid in accordance with the Holidays Act 2003 and taken at a time mutually agreed between the parties.

Where the Employee is not required to work on a public holiday and the day would otherwise be a working day for the Employee, he/she shall be paid his/her relevant daily pay for that day.

Relevant daily pay shall have the same meaning as defined in the Holidays Act 2003 and its amendments. If it is not practical to use relevant daily pay, then average daily pay will apply.

Where it is not clear whether a day would "otherwise be a working day" for the purposes of this agreement, this will be determined in accordance with the Holidays Act 2003.

The Employee should note that where they are required or has agreed to work on a public holiday but does not work on the day because:

- becomes or remains sick or injured; or
- has a spouse or dependent who becomes or remains sick or injured; or
- suffers a bereavement.

The Employee will not be entitled to time and a half, nor an alternative holiday. The day will still be considered a public holiday, and the Employee's entitlement to sick leave will not be affected.

14.5. Taking of Alternative Holidays

With agreement between the Employee and the Employer, an alternative holiday may be taken on a day that would otherwise be a working day for the Employee, but not on a public holiday. If the Employee and the Employer cannot agree when the day is to be taken, it must be taken on the date determined, on a reasonable basis, by the Employer. The Employer will give at least 14 days' notice in advance.

14.6. Sick Leave

The sick leave provided for in this Agreement is in accordance with, and inclusive of and not in addition to, sick leave provided under the Holidays Act 2003 and its amendments.

After completing six (6) months current continuous employment with the Employer or working at least an average of 10 hours and no less than one hour in every week, or not less than 40 hours in every month during that period with the Employer, the Employee is entitled to **ten (10) days'** sick leave in each ensuing period of 12 months.

Sick leave granted in accordance with this clause may be used in the event that:

- the Employee is sick or injured;
- the spouse or de facto partner of the Employee is sick or injured; or
- a person who depends on the Employee for care is sick or injured.

Sick leave for a day shall be paid at the Employee's relevant daily rate of pay or if not practical to use, average

daily pay will apply, calculated in accordance with the Holidays Act 2003 and its amendments.

Unused sick leave can be accumulated to a maximum of 20 days current entitlement in any year. Any unused sick leave is not payable on termination of employment.

The Employee agrees to personally notify the Employer as early as practicable before the Employee is due to start work on the day that is intended to be taken as sick leave, or, if that is not practicable, as early as possible after that time.

A claim for sick leave shall be supported by a medical certificate or other suitable evidence, to be provided at the Employee's expense, if the Employer so requires for period of absence of three or more consecutive calendar days, whether or not the days would otherwise be working days for the Employee.

The Employer may require proof of sickness or injury of less than three consecutive calendar days. In this situation, the Employer will give the Employee notice as early as possible that he/she will be required to provide proof of sickness and shall meet the Employee's reasonable expenses in obtaining the proof.

The Employer shall retain the right to require the Employee to undergo a further medical examination, or to produce an additional medical certificate where questions arise regarding the Employee's fitness for work having regard to health and safety reasons.

The Employee understands and accepts that these provisions are intended for genuine reasons of absence due to sickness or injury and undertakes not to misuse or attempt to misuse sick leave.

If sick leave is exhausted, the Employer may agree, if requested by the Employee, to the leave being taken as annual holidays if any such entitlements are available.

The Employer shall not unreasonably withhold, sick leave in advance to Employees before they have completed 6 months' current continuous employment. However, this will be considered by the Employer on a case-by-case basis, and the Employer is under no obligation to provide such sick leave in advance.

14.7. **Bereavement Leave**

The bereavement leave provided for in this Agreement is in accordance with, and inclusive of and not in addition to, bereavement leave provided under the Holidays Act 2003 and its amendments.

After completing six (6) months' current continuous employment with the Employer, or working at least an average of 10 hours and no less than one hour in every week or not less than 40 hours in every month during that period with the Employer, the Employee is entitled to **three (3) days'** bereavement/tangihanga leave on the death of the Employee's Spouse or Partner, Parent, Child, Brother, Sister, Grand-parent, Grandchild, Spouse's or Partner's Parent.

Or, the Employee shall be entitled to **one (1) day's** bereavement leave on the death of any other person if the Employer accepts, having regard to the relevant factors set out below, that the Employee has suffered bereavement as a result of the death:

- the closeness of the association between the Employee and the deceased person;
- whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; or
- any cultural responsibilities of the Employee in relation to the death.

Bereavement leave for a day shall be paid at the Employee's relevant daily rate of pay as defined in the Holidays Act 2003 and its amendments. If not practical to use relevant daily rate, average daily pay will apply.

The Employee agrees to personally notify the Employer as early as practicable before the Employee is due to start work on the day that is intended to be taken as bereavement leave, or, if that is not practicable, as early as possible after that time.

14.8. Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments shall apply. In addition to this any Employee who returns from Parental Leave will be paid annual leave at the greater of ordinary weekly pay or average weekly earnings.

14.9. Family Violence leave

Family violence is also known as domestic violence. It means all forms of violence in family and intimate relationships. Family violence can be physical, sexual or psychological abuse.

A worker who has been affected by family violence can take paid family violence leave after six months' current continuous employment.

A worker affected by family violence has the right to:

- take up to 10 days of paid family violence leave in a 12-month period. This is separate from annual leave, sick leave and bereavement leave.
- ask for short-term flexible working arrangements. This can be for up to 2 months.
- not be treated adversely in the workplace because they might have experienced family violence.

It does not matter when the family violence took place. A worker still has these rights if they experienced family violence before they began working for Espresso Partners Ltd or before the law changed on 1 April 2019.

A worker and Espresso Partners Ltd can agree to take domestic violence leave in advance.

The worker should notify the Employer of their intention to take their leave as early as possible. The Employer can ask for proof that a worker is being affected by domestic violence.

15. Jury Service

Where the Employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and his/her ordinary pay for the day shall be made up by the Employer provided that:

- the Employee produces the Court expenses voucher to the Employer;
- the Employee returns to work immediately on any day he/she is not actually serving on a jury; and
- these payments shall be made for up to a maximum of five (5) days in respect of each separate period of jury service.

The Employer may apply for an exemption for the Employee from this duty, in respect to the operations of the business.

16. Deductions

Employees agree that the Employer may make rateable deductions from the Employee's remuneration after consultation with the Employee, including:

- those authorised by the Employee;
- those provided for under another Act;
- those ordered by the Courts;
- time lost by the Employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request;
- overpayments, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods;
- salary or other monies paid in advance;
- unreturned goods, overalls, equipment, tools, stock or other legitimate debt owing by the Employee to the Employer; or
- union fees when authorised by the Employee in writing on one of the agreed hard copy of electronic union membership forms.
- Paid sick leave in advance of entitlement

Employees agree that deductions made for these purposes are reasonable. In the event of termination of employment, the Employee agrees that deductions from his/her final pay may be made for any of those specified above. The Employer will give the Employee notice of this prior to any deduction being made.

17. Expenses

The Employee may not incur expenses or debt on behalf of or in the name of the Employer unless authorised by the Manager.

The Employee is not authorised to incur debt in the name of the Employer nor expend personal monies with an intention of seeking recovery from the Employer or the Employer clients unless such expenditure or debt has been approved in writing prior to the expenditure.

The Employer will meet all prior-approved expenses incurred within the Employee's employment, where accompanied by receipts.

18. Security Monitoring

From time to time the Employer may need to install surveillance equipment for security and health and safety purposes. The surveillance equipment will exclude any audio recording. In the course of such surveillance, we may collect personal information about you within the meaning in the Privacy Act 2020. We will not retain any such personal information except for the purposes of security, health and safety or any disciplinary issue that may arise. You agree to the collection of this information in this way.

19. Training

The Employee will have access to training that will allow them the opportunity to progress through the qualification levels with the intention, where practicable, of achieving Starbucks Certified Barista qualifications within ninety days (90) of employment. This is dependent on the Employee taking up the opportunity for learning and development including the amount of shifts worked and demonstrating competency.

The Employer will provide training for an Employee and pay at his/her ordinary hourly rate of pay while he/she is attending required training sessions.

An Employee will attend the training and co-operate to learn the skills as quickly as possible.

20. Performance of Duties

The Employee's employment may be terminated by the Employer giving no less favourable notice than contained in the termination of employment clause, in the event that the Employee is determined unable to continue the proper performance of his/her duties through:

- medical incapacity for a period of three (3) months with no medically apparent improvement, through sickness or injury conditions or should a medical practitioner (appointed by the Employer in consultation with the Employee) determine that the Employee is so disabled or incapacitated or of unsound mind; or
- where some other prohibiting edict or order by the Courts, or other Authority.

Prior to the Employer taking any termination action in the case of incapacity for medical reasons, the Employer will take account of any resulting report or advice from its own and/or the Employee's medical practitioner. Therefore, the Employee may be required to undergo a medical examination (at the Employer's expense) by a registered medical practitioner nominated by the Employer, with a follow-up report on his/her fitness for duties. The Employee's consent will be obtained where this occurs.

Prior to the Employer taking any termination action in the case of some prohibiting edict or order, the Employer will consult with the Employee and take into account any submissions that the Employee makes. The Employer will also consider the length of time that the Employee is unable to perform his/her duties, the ability of the Employer to cover the duties with other Employees and the availability or otherwise of alternative duties.

21. Medical Examination

The Employee agrees that the Employer may, at its expense, require the Employee to undergo a medical examination by a registered medical practitioner or practitioners nominated by the Employer (after the Employer has considered the Employee's wishes in respect of the appointment of a registered medical practitioner) and a copy of any medical report furnished by such medical practitioner shall be available to both parties. For the avoidance of doubt, the Employer may exercise this right for the purposes of:

- determining whether granting the Employee ongoing sick leave is appropriate;
- determining whether the Employee's employment should be terminated for incapacity;
- assessing the Employee's fitness for work and/or return to work after a period of sickness; or
- obtaining a second opinion where the Employee has provided a medical certificate/report.

22. Suspension

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

23. Abandonment of Employment

Where the Employee is absent from work for a continuous period exceeding three days or shifts without the consent of the Employer and/or without notification to the Employer, he/she shall be deemed to have terminated his/her employment. The Employer will make reasonable effort to contact the Employee during this period.

24. Termination of Employment

This Agreement may be terminated by either party giving the other:

- Barista - two (2) weeks' written notice
- Shift Supervisor / Black Apron – four (4) weeks' written notice

This period of notice may be varied by agreement between the Employee and the Employer.

Where the Employee does not give the correct notice, the Employee's salary may be paid in lieu of notice or forfeited as the case may be. However, this may be waived by mutual agreement.

The Employer reserves the right to pay in lieu of notice or alternatively require the Employee to undertake reduced or alternative duties consistent with their abilities or require that they do not attend the workplace during this period. In that event, the Employee will continue to receive full remuneration for the balance of their notice period and will remain an employee of the Employer. The Employee is therefore bound by their duty of confidentiality and fidelity.

If the Employee gives notice which is longer than required, the Employer shall not be obliged to accept such longer notice period, neither shall the Employer be liable to pay more than the specified period of notice if the Employer does not require the Employee to work out the notice period. Nothing in this clause prevents the Employee being dismissed without notice for serious misconduct.

This notice period shall be exclusive of any period of annual holidays required to be given or able to be taken under this employment Agreement.

Nothing in this clause prevents the Employee being dismissed without notice for serious misconduct.

On termination, or at any other time at the request of the Employer, the Employee shall return any property belonging to the Employer or its Related Companies, including all records, documents, plans, letters, papers, keys and other Employer property or materials of every description, including copies of the same, which are within the Employee's possession or control, and which relate to the business of the Employer or its Related Companies.

The Employer shall deduct from the Employee's final pay any amount owing for unreturned property and/or any other debt owed to the Employer after consultation with the Employee as per the deductions clause of this Agreement.

For the purposes of this clause, and the rest of the Agreement, "Related Companies" includes any other related companies as defined by the Companies Act 1993.

25. Redundancy

Where, due to operational needs of the business, the Employee's position is made redundant, he/she shall be given four (4) weeks' notice or paid in lieu of any balance where the notice period is less than four (4) weeks.

There shall be one weeks redundancy compensation paid, after 12 months of employment, for loss of the Employee's position.

The Employer is under no obligation to pay any other sum, whether by way of damages, compensation or otherwise, on account of redundancy.

Further, there is no right to redundancy compensation, notice or payment in lieu of notice, where the Employer sells, transfers or leases the business and the Employee's employment continues on substantially the same terms and conditions of employment.

26. Employee Protection Provision

The purpose of this provision is to provide protection for the employment of the affected Employee if the Employer's business is restructured.

Restructuring

Restructuring, in relation to the Employer's business means:

- entering into a contract or arrangement under which the Employer's business (or part of it) is undertaken for the Employer by another person; or
- selling or transferring the Employer's business (or part of it) to another person.

In the event of a restructuring that may affect the Employee's future employment, the Employer will undertake the following steps:

- The Employer shall initiate and agree on a negotiation process with the potential new Employer around the extent to which the proposed restructuring relates to affected Employees' positions as soon as practicable.
- The Employer will negotiate with the potential new Employer the following:
 - whether or not the Employee's position would transfer to the potential new Employer;
 - where the Employee's position would transfer to the new Employer, the terms and conditions of employment that would be offered to the Employee by the potential new Employer; and
 - the proposed date that the Employee would commence employment with the potential new Employer.

In the event that the Employee is not offered employment with the potential new Employer for whatever reason, the Employee's redundancy entitlements will be determined in accordance with the redundancy provision of this Agreement.

Further, there shall be no right to redundancy compensation where the Employer's business is restructured and the Employee is offered employment with the potential new Employer on substantially the same terms and conditions of employment.

27. Confidentiality

Except in the proper performance of the Employee's duties, he/she shall not at any time use or divulge to any person any knowledge or information which he/she may acquire during the course of his/her employment by the Employer concerning the business, operations, affairs, property, customers, clients, suppliers, employees and principals of the Employer or Related Companies.

This restriction shall continue to apply after the termination of employment without limit in point of time, but shall cease to apply to knowledge or information, which may become public knowledge or a matter of public record without breach by the Employee of this restriction.

Any breach of this clause may amount to serious misconduct and lead to the Employee's dismissal.

28. Non-Solicitation

The employee will work, and form relationships with, the employer's clients/customers, staff, suppliers and others with whom the employer has, or is building, a relationship. These relationships are important to the employer's business.

In recognition of the importance of these factors to the employer the employee agrees to behave in the way set out in this clause, unless they get the employer's written permission first.

The employee shall not, either during their employment or for 3 months after leaving the business, do the following:

- Directly or indirectly, alone or with any other person, approach or solicit any of the employer's clients, suppliers or customers, or try to persuade them to end or limit their relationships with the employer.
- Directly or indirectly, alone or with any other person, approach, employ, engage or otherwise try to take away any of the employer's staff or contractors.

The following definition applies to this clause:

- "Client" means any person, organisation, business or entity that the employer has sold to or done business with in the 12 months before the end of the employee's employment.

29. Conflict of Interest

You will not during the duration of this agreement, be directly or indirectly involved in any other business or activity that can, does or may appear to impact on the performance of your duties with us.

You agree to formally disclose any actual, potential, or perceived conflicts of interests to the Company as soon as that may arise. Where you are considering entering into such an arrangement that may give rise to an actual, potential, or perceived conflict of interest, you will seek the prior written consent from the Company before doing so. You also agree that if you have any doubt about whether a potential situation may constitute an actual or potential conflict of interest then you will discuss that with your manager immediately before proceeding.

The Employee needs to advise the Employer if they are married to, in a de facto relationship with, or related to, is or becomes:

- a person involved with a competitor
- a person involved with an organisation that the Employer has a business relationship with
- another Employee with whom there is a reporting line

The Employer, may place any necessary and reasonable restrictions on the Employee's employment as a result, in order to prevent or minimise any potential or actual conflict of interest.

30. Union Provisions

30.1. Access

The Union shall be granted access to Starbucks New Zealand in accordance with sections 18 to 25 of the Employment Relations Act 2000, its amendments and protocols agreed between the Employer and the Union. Where practicable, a noticeboard shall be available for Union notices.

30.2. Deductions

Starbucks shall each pay period deduct membership dues from the wages of members of the Union who are bound by this Agreement as per Unite's fees structure
Starbucks shall remit all deducted fees to Unite each pay period. This remittance shall be made as a single bulk direct credit to Unite Union Incorporated's bank account with an identifying reference
Starbucks shall also email to the Unite Union Incorporated office a schedule in the form of a spreadsheet each pay period detailing:

- An employee identifier
- The employee's name
- The date the deduction was made
- The value of the deduction
- The value of unpaid leave
- Employee position and guaranteed hours

Either as part of this schedule, or separately; Starbucks shall also email to the Unite Union Incorporated office a schedule detailing any members who have terminated employment with Employer. This schedule will contain the following details:

- An employee identifier
- The employee's name
- The date the employee terminated employment with Starbucks

Either as part of this schedule, or separately; Starbucks shall email to the Unite Union Incorporated office a schedule detailing the sites at which Unite Union Incorporated's members work. If members are based in multiple worksites, their primary worksite shall be supplied.

30.3. Union Meetings

The Union party to this agreement shall arrange and have approved by the Employer four paid hours per annum for Union meetings, in accordance with section 26 of the Employment Relations Act. The Union shall provide at least 14 days notice of the date, time and location of Union meetings unless the parties mutually agree to a lesser time.

Sufficient Employees shall remain on duty to ensure that the Employer's business is maintained and its operations are able to continue effectively.

Normal duties shall resume as soon as practicable following the conclusion of the meeting. The Union shall provide a list of the names of members that attend the meeting and advise the duration of the meeting.

30.4. Delegates

The Employer recognises that the delegates of the Union party to this agreement are the authorised representatives of Union members, and that their role as delegate includes recruitment, education, and attendance at meetings, negotiations and consultative forums. A delegate is entitled to spend reasonable paid time to undertake these activities. Employees shall have reasonable access to Unite Union Incorporated Union delegates to discuss work related matters upon request.

30.5. Employment Relations Education Leave

The Employer shall grant paid employment relations education leave in accordance with the provisions of Part 7 of the Employment Relations Act 2000 and its amendments.

The number of days of employment relations education leave granted per annum shall be based on the formula set out in the Employment Relations Act 2000 and its amendments.

Full Time Equivalent Eligible Employees as at the 30th day before the specified date	Max days of employment relations education leave the Union may allocate
1-5	3
6-50	5
51-280	1 day per 8 FTEE or part of that number
281 or more	35 days plus 5 days for every 100 FTEE more part of that number that exceeds 280

An eligible Employee who normally works 30 hours or more equals 1 FTEE. An eligible Employee who normally works less than 30 hours per week equals 0.5 FTEE.

As of 1 April each year the Union party to the agreement shall notify the Employer of the maximum number of employment relations education leave days and the details of the calculation.

Employees who have been allocated employment relations education leave by the Union party to the agreement shall advise the Employer as soon as possible and not later than 14 days before the first day of such leave.

The Employer shall not refuse an eligible Employee taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the organisation's business.

31. Employer Communications

The Employer is able to hold operational communications meetings, at ordinary time rate, without incurring any penalties.

32. Resolution of Employment Relationship Problems

Any relationship problem, personal grievance or dispute over the application or interpretation of this Agreement, or any other employment relationship problem which may arise, will be resolved using the procedures in the Employment Relations Act 2000.

Any issue that arises should first be discussed with the Employer, in the first instance the Employee's manager, but if a resolution can't be reached contact HR. If it cannot be resolved, the Employee or his/her representative or the Employer may seek mediation assistance by contacting the Ministry of Business,

Innovation and Employment on 0800 20 90 20.

If the employment relationship problem, personal grievance or dispute is not resolved by mediation, the Employer, Union or Employee may refer the matter to the Employment Relations Authority for an investigation and determination by the Authority. If any party wishes to dispute the determination, the matter may be referred to the Employment Court.

Attention is drawn to the requirement for any personal grievance to be lodged with the Employer within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the Employee.

33. Variation to the Agreement

This Agreement may be varied by agreement in writing between the Employer and the Union. Both parties will hold copies of the "Variation to the Agreement". In the event of no variation being agreed to 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.

34. Employee Representations

The Employee warrants that all representations made by him/her whether verbally or in writing as to qualifications, skills, experience, personal circumstances and health issues are true and complete.

The Employee warrants that he/she has not failed to disclose to the Employer any matter, including any relevant criminal convictions (not including any concealed under the Criminal Records (Clean Slate) Act), or previous dismissals from employment, which might have materially influenced the Employer's decision whether or not to employ her/him.

35. Completeness


This Agreement replaces all previous written or oral agreements and understandings.

The Employee acknowledges that prior to entering into this Agreement, he/she has been provided with a copy of this intended Employment Agreement, has been advised that he/she is entitled to seek independent advice upon it, and has been given a reasonable opportunity to do so.

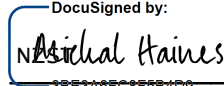
The Employee accepts and agrees to comply with and abide by the terms and conditions of employment contained in this Agreement, the attached appendices, and Employer policies, which may be amended from time to time.

The Employee understands that the rights and obligations contained in this Agreement shall continue to apply after termination of employment without limit in point of time, but shall cease to apply to knowledge or information which may become public knowledge or a matter of public record.

Signatories:

DocuSigned by:

77C7C9780E484A3...
For Unite Union Incorporated

Date: 31-May-24 | 15:13 NZST

DocuSigned by:

3B83A0FC6F9E4D9...
For Espresso Partners Ltd

Date: 31-May-24 | 15:22 NZST

APPENDIX A - REMUNERATION

The Employee will be paid an hourly wage as set out below (the Employee's Ordinary Rate of Pay):
The following Wage Rates, are accurate as at Record of Settlement (September 2023):

Barista	\$22.80
Certified Barista	\$23.20 *once signed off on Starbucks Barista Basics training
Black Apron	\$24.50 *once signed off as a Starbucks Black Apron
Entry Supervisor	\$24.50 *at least 1yr supervisor experience
Supervisor	\$26.50 *once signed off on Starbucks Supervisor training

- Effective from *Ratification Date*: All Wage Rates will increase by the value of the national minimum wage or a minimum of 3%.
- Effective from *01 April 2025*: All Wage Rates will increase by the value of the national minimum wage or a minimum of 2%.

Wages will be paid weekly, in arrears, by direct credit to a bank account nominated by an Employee. Employees will be provided with a pay slip via email or self-service portal.

Authorised Overtime

Authorised overtime shall be payable at double the ordinary rate when an Employee works more than 48 hours in any working week, excluding unpaid meal breaks.

- A working week is defined as starting on a Monday and ending on Sunday.
- Periods of leave are not deemed to be time 'worked' and therefore are not eligible to be included in overtime calculations.

Allowances (all allowances are gross)

Higher Duties Allowance:

Where any Partner, who is not a Shift Supervisor or Supervision has been requested and authorised by the Store Manager or District Manager to undertake additional duties of managing a shift, a \$1.00 allowance per hour (paid in addition to ordinary hourly rate) will be applicable.

Late Shift Allowance:

An allowance shall be paid to eligible Employees for time work after midnight of 0.36 per half hour (paid in addition to ordinary hourly rate)

Transport allowance:






















The Employer will reimburse workers for their transport home when they work beyond midnight and their fixed shifts did not already extend beyond midnight.

Rest Breaks

Rest Breaks shall be taken in accordance with the current Starbucks Policy and will be in line with the Employment Relations Amendment Act 2018.

Breaks will be taken when mutually agreed. If agreement is not reached, then they will be taken evenly spaced throughout the shift.

Break table

Hours worked	15 min paid	30 min unpaid	15 min paid	15 min paid	30 min unpaid	15 min paid
2-4 hrs						
4.01-6 hrs						
6.01-10 hrs						
10.00-12 hrs						
12.01-14 hrs						
14.01-16 hrs						

KiwiSaver

KiwiSaver is a New Zealand voluntary long-term savings scheme. The Company will make compulsory contributions of 3% on top of your wage to the Inland Revenue for anyone that is eligible. You will need to decide how much your own contributions will be (3%, 4%, 8% or 10%) and the Company will deduct this from your pay. If you do not specify this, the default rate is 3%.

APPENDIX B - CASUAL EMPLOYEE

When the Employer offers a period of work to a casual Employee, he/she may choose to accept or decline that period of work.

Each period of work that a casual employee accepts (an "engagement") will constitute a period of casual employment. Each period of casual employment shall automatically be at an end at the completion of the work required for that engagement, unless otherwise agreed in writing, or terminated earlier by either party giving two hours' notice, or at the Employer's discretion payment may be made in lieu of such notice. Casual employees are not employed in between engagements, therefore service is not continuous.

If a casual Employee chooses to accept a shift that is offered to him/her, he/she will be required to attend work and complete that shift.

It is recognised that Casual employees will need to work sufficient shifts in order to retain currency of work practice.

Leave

Due to the casual nature of the employment, Casual Employee's, shall not be entitled to receive annual holidays. Instead Holiday pay shall be incorporated into the hourly rate of the Employee and paid at a rate not less than 8% of the Employee's gross earnings with each weekly pay when worked and presented as an identifiable component on the Employee's pay advice.