



unite union

Restaurant Brands Limited & Unite Incorporated

Waged Store Employees Collective Agreement

1 April 2019 – 31 March 2021



Contents	Page
1. PARTIES AND COVERAGE	3
2. TERM	4
3. HEALTH & SAFETY	4
4. REMUNERATION	5
5. LOCATION OF WORK	6
6. WORKING TIME FRAMEWORK	7
7. MEALS & REST BREAKS	9
8. OVERTIME	10
9. UNIFORMS	11
10. LEAVE	11
11. VEHICLE	13
12. TRAINING	14
13. END OF EMPLOYMENT	15
14. SUSPENSION	17
15. CONFLICT OF INTEREST	17
16. CONFIDENTIALITY	17
17. UNION PROVISIONS	18
18. EMPLOYER COMMUNICATIONS	19
19. EMPLOYMENT RELATIONSHIP PROBLEMS	19
20. GOOD EMPLOYER	19
21. HARASSMENT	19
22. MEDICAL EXAMINATION	20
23. EMPLOYER POLICIES	20
24. VARIATIONS	20
25. COMPLETENESS	20
SIGNATURES	21
Schedule A – Disciplinary Process	22
Schedule B - Rates of Pay & Allowances	29
Schedule C – Resolving Employment Relationship Problems	33

1. PARTIES AND COVERAGE

1.1 Parties

The parties to this Collective Agreement are:

Restaurant Brands Limited (the Employer)

and

Unite Incorporated (the Union)

1.2 Coverage

This Collective Agreement shall cover Employees who are members of the union, who are waged and who are employed by the Employer in KFC, Pizza Hut and Carl's Jr stores 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.

1.3 Subsequent Parties

The parties agree that other Employers who are part of the Restaurant Brands Group can become a party to this Agreement, subject to the following:

- this Agreement has been signed by the original parties (in clause 1.1 above); and
- the original parties consent, at the time, to the other Employer becoming a party to the Agreement.

For the purpose of this clause, "Restaurant Brands Group" means Restaurant Brands Limited, Restaurant Brands New Zealand Limited, any of their franchisees, and any of their related companies (as defined by the Companies Act 1993).

1.4 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.

1.5 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.

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.

2. TERM

This Agreement shall come into force on 1 April 2019 and shall remain in force until 31 March 2021.

3. HEALTH and SAFETY

3.1 Health & 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 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.

An Employee must advise the Employer of any medical condition (including stress-related symptoms) which may impact on his/her ability to perform his/her duties safely or effectively. In the event that an Employee fails to comply with the rules and procedures, he/she may be subject to disciplinary action up to and including instant dismissal.

Where there is a health and safety issue with respect to hearing, the Health & Safety Manager will ensure a hearing test is undertaken at the Employer's expense.

Where an Employee has a concern regarding physical safety as it relates to the Store, the Employee may initiate a security review with the Store Manager in the first instance.

3.2 ACC Partnership Programme

The Employer holds full ACC accreditation and is contracted under the ACC Partnership Programme which takes full responsibility for health, safety and injury management of an Employee's work injuries providing all statutory entitlements associated with his/her claim.

Rehabilitation is recognised as the key to ensuring a safe, early return back to work. If an Employee suffers a work related injury or illness, and is off for work for more than 5 days, he/she will receive rehabilitation assistance. A personal individual rehabilitation plan (IRP) will be set up.

Where practicable, the Employer will participate in and support any ACC rehabilitation programs for non-work injury or illness.

An Employee will take part in developing his/her own plan as part of the 'IRP' team. To assist in full recovery the IRP team will decide on appropriate alternative duties commencing as soon as medically possible. Where required the IRP team may provide supportive services, facilities or activities to support an Employee's rehabilitation.

3.3 Employee Participation Programme – Health & Safety Leads

The Employer is committed to ensuring a safe workplace and operates an employee participation programme, including a process already established for electing "Health & Safety Leads" (who have the functions, powers and obligations of Health & Safety Representatives under the Health and Safety at Work Act 2015) and is committed to training.

4. REMUNERATION

4.1 Rates of Pay & Allowances

The rates of pay and allowances are set out in Schedule B.

4.2 Application of Shift Supervisor/Shift Leader Pay Rates

(Sole Charge)

'Sole Charge' occurs when the Shift Supervisor/Leader is responsible for the direction and management of rostered staff, health & safety, product quality, food safety, customer flow

and customer needs, including service recovery and resolving customer complaints, during a shift.

If rostered as a Shift Supervisor/Leader responsible for running a shift (as above), the employee remains in this position for the duration of the rostered period and is paid accordingly, regardless of other management on site. Examples of eligible Shift Supervisors/Leaders, who have entitlement to claim the Sole Charge Allowance, are as follows:

- Rostered as Shift Supervisor/Leader, i.e. responsible for running a shift (as above);
- Rostered as a Team Member however, upon commencing a shift is asked to run the shift (as above) in the absence of the rostered Shift Supervisor/Leader, resulting in the employee becoming the Shift Supervisor/Leader for that specific shift.
- Rostered as a Team Member, however, covers a salaried manager or Shift Supervisor/Leaders meal break.

4.3 Payment of Wages

Wages will be paid weekly by direct credit to a bank account nominated by an Employee on Thursday in the following week or earlier where Thursday is a Public Holiday. Employees will be provided with a pay slip via self-service portal.

4.4 Deductions from your Wages

The Employer may make rateable deductions from the Employee's remuneration for:

- those authorised by the Employee;
- those provided for under another Act;
- those ordered by the Courts;
- Union fees when authorised by the employee in writing on one of the agreed hard copy of electronic union membership forms;
- 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;
- wages/salary or other monies paid in advance;
- goods, equipment, tools, stock or other legitimate debt owing by the Employee to the Employer.

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 consult with the Employee prior to any deduction being made.

5. LOCATION OF WORK

The Employee's location of work shall be confirmed within the Letter of Offer as provided along with this Collective.

The Employee is required to attend during working hours at the Employer's place of business and at such other places as may be mutually agreed, 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 Employee's remuneration or allowances unless the assigned role at the new place of work is normally paid at a higher rate.

6. WORKING TIME FRAMEWORK

6.1 Principles

The parties acknowledge the following principles that provide the foundation for the hours of work provisions provided for in this Agreement.

- Each store has defined hours of operation that are covered by a structure of fixed shifts.
- The structure of each store's fixed shifts provides an appropriate balance of hours of work that recognises:
 - The desire of employees for fulltime and part-time work respectively;
 - The requirement for appropriate levels of qualified employees to enable safe and productive operations;
 - Business operational needs including the coverage required for peak operating hours;
 - The ability to provide cover for leave.
- Fixed shifts are assigned to permanent Employees as agreed minimum hours of work and as being the fixed shifts that the Employee is required to work.
- Permanent additional or varied fixed shifts and hours may be offered and agreed between the Employer and Employee.
- Permanent Employees may be offered shifts to provide fixed shift cover (cover shifts). Employees are not under any obligation to accept such shifts.
- Where an Employee is on either parental leave, extended sick leave or extended leave with or without pay, an Employee or combination of Employees may be offered cover shifts on a fixed term basis.
- Business operational requirements, along with Employee qualification and tenure, will be given priority when decisions are made to offer fixed shifts that are unable to be worked by the assigned employee or where fixed shifts become available (through employee churn or business growth) or where temporary shifts are created due to seasonal or marketing peaks.
- Casual employees may be employed by the Employer to provide fixed shift cover (cover shifts) and for temporary seasonal or marketing peaks.

6.2 Hours / Days of Work

New Employees permanent fixed ordinary days and hours of work shall be agreed upon at the commencement of employment. Ordinary hours shall not exceed 8 hours in any one day or 40 hours in any week.

The Employee's permanent fixed days and hours of work shall be in accordance with this clause and the Employee's Letter of Offer and shall only be changed thereafter by mutual agreement. The Employer shall advise the Employee of the process to be used to facilitate such a change request, which includes dropping a shift and the uptake of vacant shift(s).

6.3 Roster

The Employee's fixed permanent days and hours of work shall be reflected in the Employer's roster system (which shall operate in accordance with its roster policy) and the days and hours of Work agreed within the Letter of Offer, for each Employee. Employees' hours of work will be set out in the roster.

6.4 Minimum Shift Duration

The minimum shift duration is 3 hours for any day unless an Employee is required to attend an official meeting or training session, in which case a one hour minimum applies. In exceptional circumstances, and after consultation with the Union and the Employee concerned, Pizza Hut may roster shifts of a minimum duration of 2 hours.

Other shorter shifts may be mutually agreed between the Employer and the Employee.

6.5 New or Vacant Shifts

Vacant shifts approved in accordance with the Store Requirements Model and determined by the employer as vacant, will be published on the Employer nominated electronic system. Single Vacant Shifts will be offered internally in the first instance.

Employees will be considered for Vacant Shifts in accordance with tenure and qualifications.

Where multiple vacant shifts become available in accordance with Store Requirements, the Employer reserves the right to recruit externally.

6.6 Cover Shifts

Where an existing Employee is unable to work their contracted permanent shifts due to leave/absence, a 'cover shift' requirement shall be created. Such cover shifts shall be offered to existing Employees, either permanent fixed hours of work Employees or Casual Employees, at the Employer's discretion. The Employee leading the relevant shift shall call Employees with the appropriate qualification to identify willingness to work. The Employee is under no obligation to pick up, or work, any such cover shifts.

6.7 Shift Swaps

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, subject to appropriate qualifications, shall not be unreasonably withheld. Employees are under no obligation to agree to shift swaps.

Shift swaps must occur within the same working week, hours worked will be paid to each Employee, penal rates and overtime are not to be incurred as a result of a shift swap.

6.8 Store Closures for Renovations / Transformations

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.

6.9 Shift Supervisor/Leader Sole Charge

An Employee, where qualified, may be requested by the Employer to temporarily become the Shift Supervisor/Leader for a particular shift/s or hours within a shift even when this is not included in the roster. Where this request has been made by the Employer and accepted by the Employee, the Employee will be paid the Sole Charge Allowance, as set out in Schedule B, only for that particular shift/s or hours worked.

6.10 Broken Shifts

A broken shift is where an employee is rostered to work a broken shift that is separated by 2 or more hours in the same calendar day. Broken shifts do not include an employee accepting an offer of additional hours that is separate from his/her rostered hours.

7. MEALS & REST BREAKS

7.1 Meal & Rest Breaks

All employees are entitled to take rest and meal breaks, in accordance with the clauses below. It is the Employer's view that Employees must take all of their entitled breaks and that store management is responsible for ensuring all Employees are provided with their entitled breaks.

The timings of rest and meal breaks can be flexible and can follow any arrangement agreed between the Employer and the Employee.

In the absence of agreement between the Employer and the Employee as to when rest and meal breaks may be taken and, so far as is practicable and reasonable, the following sets out when breaks will be taken.

- (a) For Shifts of **Two Hours or more, but not more than Four Hours**, entitlement is:
- One paid 15 minute rest break.
The rest break is to be taken in the middle of the shift.
- (b) For Shifts of **more than Four Hours, but not more than Six Hours**, entitlement is:
- One paid 15 minute rest break; and
 - One unpaid 30 minute meal break.
The rest break is to be taken one third of the way through the shift.
The meal break is to be taken two thirds of the way through the shift.
- (c) For Shifts of **more than Six Hours, but not more than Eight Hours**, entitlement is:
- Two paid 15 minute rest breaks; and
 - One unpaid 30 minute meal break
The rest breaks are to be taken half way between the start of the shift and the meal break and the other to be taken half way between the meal break and the finish of the shift.
The meal break is to be taken in the middle of the shift.

- (d) For Shifts of **more than Eight Hours**, entitlement is:
- If more than an eight hour period is worked, these requirements automatically extend to cover the additional hours, on the same basis/formula, as the above.

7.2 Rest Breaks

Where a Shift Supervisor is, with prior approval, unable to take a meal break away from the workplace, the employee shall take the meal break and the meal break shall be paid at the LAS/Shift Leader certified rate plus the Sole Charge Allowance. In the case of a Shift Supervisor at KFC or Carl's Jr, this provision shall apply only where absences prevent Shift Supervisor meal break cover being available. The Employee shall be advised of the process to make such claims.

7.3 Free Meal On Shift (KFC Employees Only)

KFC only employees will receive a 'free' meal (i.e. a burger & drink option or a salad & drink option) on each qualifying shift that is to be purchased and consumed during the break of each qualifying shift, in accordance with the Company's Free Meal on Shift promotion and the Consumption of Food & Drink Policy. A qualifying shift occurs when the employee works a shift of 4 or more hour's duration and entitlement occurs for an unpaid half hour break.

During each entitled 15 minute break, KFC only employees can enjoy one 'free of charge' regular Post Mix Drink.

8. OVERTIME

The Employer may schedule reasonable overtime as required with the Employee's agreement. The overtime shall be calculated on a weekly basis and paid on the pay day for the week in which it was worked.

The Employer will inform an Employee of the procedure for authorisation of overtime and an Employee will not be paid at overtime rates unless so authorised.

Shift swaps do not create entitlement to overtime where initiated by the Employee.

8.1 **Authorised Overtime.** Authorised overtime shall be payable at time and one half of the Ordinary Rate as follows:

- Where an Employee works more than 8 hours on any day (where the hours of work are less than 40 in any working week) or more than 40 ordinary hours in any working week. A working week is defined as starting on a Tuesday and ending on the Monday following.
- Periods of leave are not deemed to be time 'worked' and therefore are not eligible to be included in overtime calculations.

8.2 **Minimum Break Between Shifts.** A penal rate shall be payable at half the Ordinary Hourly Rate of pay as follows:

- Where an Employee is required to start work before he/she has completed an interval of at least 9 consecutive hours rest from his/her previous finishing time.
- This penal rate ceases at the end of the shift worked immediately after the 9 hour break has not occurred.

9. UNIFORMS

Uniforms will be provided and worn in accordance with the Employer's Uniform & Dress Code Policies.

An Employee shall wear the complete uniform supplied by the Employer and shall maintain it in a clean and presentable condition.

The Employer reserves the right to change the uniform policy and standards at any time. The Employer will give an Employee reasonable notification in writing.

All employees must return their uniforms, on their last day of employment, upon leaving Restaurant Brands.

10. LEAVE

10.1 Annual Holidays

After completion of one year's continuous service, Employees, other than casuals, shall be entitled to four weeks annual holidays per annum as set out in the Holidays Act 2003.

Annual leave does not include any days recognized by the parties as Public Holidays as this is a separate entitlement.

Annual leave entitlement shall not accumulate beyond the period of one year except with the written permission of the Employee's Manager.

Annual leave shall be taken at times agreed between the Employer and Employee, subject to operational requirements. If the Employer and Employee cannot agree on when the Employee will take annual leave, the Employer may require the Employee to take leave with 14 days notice.

Where annual leave has accumulated beyond one year, the Employer shall not unreasonably withhold approval of an application to take such accumulated leave.

The Employee will be paid holiday pay in the pay cycle that relates to the period during which any leave is taken.

Casual Employees

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.

10.2 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 based on the greater of an Employee's ordinary weekly pay or an Employee's average weekly earnings, at the time that 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 within 12 months of the employee becoming entitled to the leave. Long service leave is to be taken at a mutually convenient time, during the 12 month period, or may be paid in lieu at the request of the employee prior to the expiry of 12 month period.

10.3 Public Holidays

In accordance with the Holidays Act 2003 (and any subsequent amendments) if an Employee is rostered to work on a public holiday he/she will be paid at a rate of time and one half of his/her relevant daily pay rate for all hours he/she works, except on Christmas Day where an Employee will be paid at a rate of double time of his/her relevant daily pay for all hours he/she works.

If an Employee is required to work on a public holiday which would otherwise be a normal working day for him/her, he/she will also be entitled to a whole day off in lieu which will be paid at his/her relevant daily pay for the day taken. This should be taken at a time to be agreed between an Employee and his/her manager.

The Employee should note that where he/she is required or has agreed to work on a public holiday but does not work on the day because he/she:

- Becomes or remains sick or injured; or
- Has a spouse or dependent who becomes or remains sick or injured; or
- Suffers a bereavement

he/she will not be entitled to time and a half payments, 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.

10.4 Sick and Bereavement Leave

Following six months continuous service an Employee will be entitled to sick and bereavement leave in accordance with the Holidays Act 2003 (and any subsequent amendments).

Casual Employees. If, in the case of a Casual Employee, the Employee has, over a period of 6 months, worked for the employer for at least an average of 10 hours a week

during that period; and no less than 1 hour in every week during that period or no less than 40 hours in every month during that period, the Employee will be entitled to sick and bereavement leave in accordance with the Holidays Act 2003 (and any subsequent amendments).

An Employee will be entitled to five days sick leave per annum on his/her relevant daily pay rate.

Sick leave can be used when:

- An Employee is sick; or
- A person who depends on an Employee for care is sick.

Up to fifteen day's sick leave may be carried over from one year to the next to a maximum of twenty days entitlement in any year.

An Employee will be entitled to three days bereavement leave on his/her relevant daily pay rate on the death of his/her child, parent, partner, sister, brother, grandparent, mother-in-law or father-in-law. The Employer will consider giving an Employee this leave for the death of any person he/she is close to. The Employer may, after considering various factors, allow an Employee one day's bereavement leave on the death of any other person.

An Employee will give the Employer as much notice as possible that he/she will be absent from work on sick or bereavement leave but in any event shall notify the Employer at least within two hours of his/her rostered commencement time and advise his/her anticipated date of return.

It is expressly recognised that sick and bereavement leave is taken on the basis of the Employer's trust and that taking sick or bereavement leave without good and sufficient reason will be regarded as serious misconduct.

The Employer may ask for a medical certificate where an Employee has been sick for three days in a row, or at any time where he/she has run out of his/her annual sick leave entitlement of 5 days or the Employer has reasonable grounds to suspect that his/her sickness is not genuine.

Where there is a pattern of absence or where the Employer has reasonable cause to question the absence, the Employer may also request a medical certificate where an Employee is sick within three days provided that the Employer gives notice of this requirement as soon as possible to the employee and pays for the cost of obtaining the medical certificate.

10.5 Parental Leave

The Employer provides parental leave following the rules in the Parental Leave and Employment Protection Act 1987 (and any subsequent amendments).

11. VEHICLES

11.1 Driving Infringements

During work hours/work related business an Employee is personally liable for any driving infringements incurred whilst any vehicle, Employer or privately owned, is under his/her control.

11.2 Use of Personal Vehicle for Work Purposes

The Employer will provide a system that captures and demonstrates the Employee's opting in or out, re use of their personal vehicle for work purposes. The Employee's consent may be withdrawn with one weeks' notice.

In such circumstances whereby the Employee agrees, upon request from their Manager, to use their own personal vehicle for work purposes:

- It will remain the responsibility of the Employee to ensure that their private vehicle meets all New Zealand vehicle legislative requirements re Warrant of Fitness and Registration etc., at their own cost. Should any of these conditions not be met, the Employee will not be eligible to conduct deliveries in their private vehicle, nor use their vehicle for any other work related purposes.
- It will remain the responsibility of the Employee to ensure that they maintain a current valid New Zealand Drivers License, at their own cost. Should this condition not be met, the Employee will not be eligible to conduct deliveries, nor use any other vehicle for any other work related purposes.
- Where an Employee agrees upon request from their Manager to use their own vehicle for banking, or other work related purposes (excluding store deliveries covered by the In Store Delivery Allowance) the Employer shall reimburse the Employee for mileage at the relevant IRD rate. Claims for reimbursement shall be made by way of a Mileage claim.
- The Employee acknowledges that the In Store Delivery Allowance (Private Vehicle) is the sole payment that will be made by the Company for deliveries made on behalf of the Employer. There is no subsequent entitlement to claims for fuel, mileage or vehicle, etc. costs.

If circumstances outside of the control of the Employee prevent their vehicle being available for deliveries on any given day, the Employee should inform their Manager as soon as is practicable. In such circumstances the Employee will not be disadvantaged but will not be eligible for the In Store Delivery Allowance while their vehicle is unavailable.

11.3 Vehicle Insurance – In Store Deliveries / Use of Personal Vehicle for Work Purposes

The Employee acknowledges their responsibility for reporting any related accidents and completing any related insurance claim paperwork.

The Employee is responsible for insuring their own private vehicle and should seek independent insurance advice about insuring their vehicle for work purposes.

12. TRAINING

12.1 Access to Training

The Employer's commitment is that Employees will have access to training that will allow them the opportunity to progress through the qualification levels with the intention, where practicable, of achieving KFC Gold Star, Pizza Hut Expert Gold, Carl's Jr. Star and Starbucks Certified Barista qualifications within 12 months of employment. This is dependent on the Employee taking up the opportunity for learning and development including the number of shifts worked and demonstration of 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.

12.2 Shift Supervisory Training

From the date of ratification Team Members/Crew/Barista's selected for shift supervisory training shall be required to agree, in writing, to act in a Sole Charge capacity, i.e. run shifts that are part of their fixed shift roster or other shifts they agree to work, prior to being accepted for shift management training.

13. END OF EMPLOYMENT

13.1 Resignation / Notice

If an Employee wishes to resign he/she must give two weeks' notice in writing or the deficit shall be forfeited. Two week's wages shall mean those shifts rostered on the 14 days from the time an Employee gives his/her notice. The Employer may pay an Employee in lieu of notice.

Failure by the Employer or the employee to give the required period of notice shall result in the payment of wages in lieu or forfeiture of the deficit period.

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 one week's notice if the Employer does not require the Employee to work out their contractual notice period.

13.2 Termination

If the Employer terminates an Employee's employment, the Employer will give him/her two weeks' notice or two weeks' pay in lieu unless serious misconduct has occurred which means that his/her employment will end immediately. Before terminating an Employee's employment the Employer will treat him/her fairly.

Failure by the Employer or the Employee to give the required period of notice shall result in the payment of wages in lieu or forfeiture of the deficit period.

The Employee acknowledges that should any information he/she has provided, or failed to provide to the Employer, either during the recruitment process or prior to the offer of employment being made, be subsequently found to be false or misleading it will be considered serious misconduct and may lead to the Employee's summary dismissal. This could include, but is not limited to; failure to disclose a personal or familial relationship

with a current employee of Restaurant Brands, information provided with regards to eligibility to work in New Zealand, failure to disclose diagnosed medical conditions which could potentially impact on ability to perform in the role.

Termination pay shall be paid the next payday unless agreed otherwise.

13.3 Sale of Business

Where the Employer's business (or part of the business) is to be amalgamated, merged or reconstructed by the Employer and an Employee is offered employment with the new/reconstructed entity on terms and conditions which are substantially similar to his/her existing terms and conditions (including continuity of service) then there shall be no right to any notice or redundancy compensation.

13.4 Redundancy & Employee Protection Provision

As soon as practicable, the Employer will notify and consult with the Union regarding any proposal that might lead to Employee's who are members of the Union becoming redundant. If an Employee's position is surplus to the Employer's requirements, the Employer will give him/her one weeks' notice, plus compensation of one weeks wage (based on his/her permanent fixed shifts) per completed year of service, capped at two years maximum. The Employer will complete a consultation process with the Union and the Employee prior to making any final decision.

Where a "restructuring" (as defined in section 69L (1) of the Employment Relations Amendment Act 2004) occurs which affects an Employee's position, the Employer shall, as soon as is reasonably practicable taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring concerning the impact of the restructuring on him/her.

In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the other party with all information about the Employees who will be affected by the restructuring, including all details of their terms and conditions of employment, and it will require the other party to offer all affected Employees employment on the same terms and conditions of employment that they currently enjoy with the Employer.

However, whether the other party offers an Employee ongoing employment and on what terms and conditions, will ultimately be the decision of that other party.

In the event that the other party does offer an Employee employment on terms and conditions which are substantially similar to his/her existing terms and conditions (including continuity of service), the Employer will be under no obligation to provide him/her with any form of notice of redundancy or other compensation, whether or not he/she accepts that offer. However if an Employee is not offered employment, then he/she will be given notice of termination and redundancy compensation as per the applicable clauses in this agreement.

Where the employee does not work out the notice or part of the notice the Employee will not be paid for the unworked notice period.

13.5 Abandonment of Employment

If an Employee is absent without good cause from work for 2 consecutive shifts, which he/she has been rostered to work, then he/she may be deemed to have abandoned his/her employment and to have terminated this agreement. The Employer will make all reasonable efforts to contact an Employee prior to terminating his/her employment agreement. Reasonable efforts will include a letter which will contain provision for termination within a specified timeframe, within which the Employer will consider any reasonable grounds for absence without consent or proper notification (e.g. hospitalisation). The Employer will notify an Employee in writing of his/her abandonment of employment and termination date.

14. SUSPENSION

Where the Employer considers it necessary, it may require an Employee to undertake reduced or alternative duties or remain away from work, on pay; while the Employer conducts an investigation into his/her conduct as an Employee, or performance. For the purposes of this clause 'pay' entitlement shall be calculated using average daily pay formulas.

Where any suspension extends beyond two weeks due to matters beyond the Employer's control (such as a police investigation into an Employee's conduct) the suspension may continue without pay.

Where any investigation produces a finding of no Employee fault, the Employee shall receive their relevant daily pay for each day of unpaid suspension that would otherwise have been a working day for the Employee.

15. CONFLICT OF INTEREST

An Employee agrees not to enter into any contracts, business interests and/or activities, which may conflict in any way with the Employer's interests and his/her responsibilities to the Employer, or reflect adversely on the business or its public perception.

It is agreed that it will be a conflict of interest for the employee to work for a direct competitor of the Employer. Any breach of this clause shall provide the basis for disciplinary action up to and including termination of employment.

An Employee will be expected to devote his/her energies to this position and not engage in any other employment that may impact on their ability to perform their duties.

No Employee is to be in a position of authority over any other Employee with whom they have a special relationship such as marital, family or business connections, without the Employer's prior consent. If such a relationship develops an Employee is required to bring this to the attention of the Employer and accepts the Employer may place any necessary and reasonable restrictions on his/her employment in order to prevent or minimise that conflict.

The genuine reasons for the restriction on other employment in this clause include that the Employer needs to protect the Employee's health and safety, and the Employer's confidential information, intellectual property and other commercial interests.

16. CONFIDENTIALITY

All manuals, training materials and other documents pertaining to the Employer's business must be kept confidential and are to be returned to the Employer when an Employee leaves.

It is agreed that it will be a breach of confidentiality for an employee to post or otherwise communicate Company information, including by way of in-store photos, via social media, e.g. promotions, marketing campaigns, financial information, and performance information.

Any breach of this clause shall provide the basis for disciplinary action up to and including termination of employment.

17. UNION PROVISIONS

17.1 Access

The Union shall be granted access to Restaurant Brands Limited in accordance with sections 19 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.

17.2 Deductions

The Employer shall deduct and remit Union fees weekly. Deductions shall be paid to the Union by direct credit with an identifying reference.

The Employer shall forward on a monthly basis via email the names of the Employees for which deductions have been made, the value of the deductions, the termination date of any members who have left the organisation and the details of the period covered by the remittance.

17.3 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.

17.4 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. Employees shall have reasonable access to Unite Union delegates to discuss work related matters upon request.

17.5 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 30 th 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.

18. EMPLOYER COMMUNICATIONS

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

19. EMPLOYMENT RELATIONSHIP PROBLEMS

If an Employee has an employment problem, he/she should talk to the Employer first. Refer to Schedule D which explains the services available to solve employment problems. An Employee should note that he/she has 90 days from the date a work-related problem occurs, or the employee becomes aware of it, to submit a personal grievance.

20. GOOD EMPLOYER

The Employer is committed to treating its Employees fairly and properly in all aspects of their employment. The Employer is an equal employment opportunity Employer committed to recognising the aims and aspirations, and the cultural differences of ethnic groups. For full details please refer to the Employer's EEO policies.

21. HARASSMENT

It is acknowledged that all forms of harassment are unacceptable. The Employer will undertake whatever steps are necessary to prevent such behaviour. The Employer shall promptly investigate any complaint. Please refer to the Employer's Harassment Policy.

22. MEDICAL EXAMINATION

The Employer may, at its expense, require an Employee to undergo a medical examination by a registered doctor chosen by the Employer (after the Employer has considered an Employee's wishes in respect of the doctor), and a copy of any medical report produced by the doctor shall be available to both parties. The Employer may exercise this right for the purposes of (amongst other things):

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

23. EMPLOYER POLICIES

The Employer has Employer policies, which all Employees must comply with. The Employer reserves the right to amend these from time to time, on reasonable notice.

It is both parties responsibility to ensure that Employees are familiar with the Employer's policies and procedures. Policies and procedures are available on the Employer's intranet, self service portal or App, or as a hard copy on request.

The Employer will consult with the Union where any new or proposed change in policy has implications for the employee's employment.

24. VARIATIONS

Any variation to this agreement must be mutually agreed to by both parties to this agreement and recorded in writing.

25. COMPLETENESS

Subject to the Employer policy clause and Letter of Offer, this Agreement is a complete record of all the terms of employment.

Signatures

Russel Creedy
Group Chief Executive Officer
Restaurant Brands Limited

Date



Gerard Hehir
National Secretary
Unite Union

Date 11 June 2019

SCHEDULE A - DISCIPLINARY PROCESS

The Employer has disciplinary procedures that acknowledge and encompass current law and acceptable employment relation's practices. Refer to the Company's Disciplinary Policy for detailed information.

1. Definitions

'Misconduct'. Some form of wrongdoing. Any act or behaviour that:

- is inconsistent with the employer's requirements and standards, or
- breaches the employee's good faith obligations, or
- breaches any provision of the employment agreement or the terms and conditions of the individual's employment.

is used to describe conduct that can lead to disciplinary action falling short of dismissal, such as counselling and/or warnings.

'Serious Misconduct'. Serious wrongdoing that undermines or destroys the trust and confidence an employer has placed in the employee.

Serious misconduct is labelled 'serious' because it can have the effect of destroying or deeply impairs the relationship of trust and confidence between an employee and employer. Without this trust and confidence an employment relationship can't continue.

Serious misconduct usually involves the employee acting deliberately however there may be circumstances in which an employee acts so carelessly that it amounts to serious misconduct.

2. Progressive Disciplinary Steps & Termination

Progressive discipline is implemented for misconduct or correcting unsatisfactory job performance.

a) After a performance or behavioural issue has been identified and appropriate coaching and counselling has taken place, the following actions may be taken:

i) Written Warning

A written warning may be issued in cases of substandard performance or misconduct.

The warning will identify the actions and/or omissions that have resulted in the warning, the Company's expectations, where appropriate any assistance or training that the employer may need to provide and that further poor performance or misconduct may result in further disciplinary action up to and including dismissal

A written warning will usually be in effect for a period of 12 months. However this could be for a shorter or longer period depending on the particular circumstances.

ii) Final Written Warning

A final written warning may be issued;

- If a problem identified by a previous warning has not been corrected, or if similar misconduct has recurred.
- If the misconduct is of such seriousness as to warrant such a warning and/or there are mitigating circumstances which suggest that dismissal is not warranted in a specific case.
- In cases of willful breach of Company policy or procedure.

A final written warning will usually be in effect for a period of 12 months. However this could be for a shorter or longer period depending on the particular circumstances.

The final warning will identify the actions and/or omissions that have resulted in the warning, the Company's expectations, where appropriate any assistance or training that the employer may need to provide and that further poor performance or misconduct may result in termination of employment.

iii) Dismissal

Dismissal may result in cases of serious misconduct, a recurrence of misconduct or if progressive disciplinary steps do not result in acceptable job performance or rectification of misconduct.

- b) The procedure for each instance of misconduct regardless of the stage in the formal process is the same.
- c) All outcomes shall be fully documented and placed on the employee's personnel file and a copy will be provided to the employee.
- d) **Suspension.** The Employer may suspend an employee where there are reasonable grounds to do so as outlined in clause 4.2 The suspension shall be on full pay and will only be of the minimum duration necessary for a proper investigation. Where the Employer considers it necessary, it may require an Employee to undertake reduced or alternative duties or remain away from work, on pay, whilst the Employer conducts their investigation. Where any suspension extends beyond two weeks due to matters beyond the Employer's control (such as a police investigation into an Employee's conduct) the suspension may continue without pay. Where the employer is considering the suspension of an employee, they shall first give the employee an opportunity (which may be brief) to make any submissions on the appropriateness of suspension.
- e) **Summary Dismissal.** Serious misconduct may result in summary dismissal without notice, in which case the employee shall be entitled to be paid up until the time of dismissal.

- f) Warnings are not limited to repetitions of the same or a similar offence and may be applied to offences of a different nature.

3. Misconduct and Serious Misconduct

Examples which, depending on the circumstances, may be considered misconduct for which warnings may be issued include but are not limited to:

- Being discourteous to any other employee, customer or client.
- Aggressive/argumentative behaviour.
- Using abusive language that may cause offence to another person, while at work.
- Failure to report any accident or personal injury occurring at work, no matter how minor the incident.
- Careless or indifferent performance of duties.
- Poor timekeeping, including absence from work without reasonable notification and/or approval
- Failing to meet assigned deadlines,
- Not wearing appropriate uniform.
- Wilful waste of time or material.
- Failure to comply with the Employer's housekeeping requirements as stipulated.
- Failure to comply with the Employer's Policies and Procedures.

Examples which, depending on the circumstances, may be considered serious misconduct that may result in instant dismissal include but are not limited to:

- Repeat instances of misconduct for which a previous written warning has been issued
- breaching work permit or visa conditions, or facilitating and/or allowing the breach of work permit or visa conditions.
- Smoking in a non-smoking area.
- Intentional breach of confidentiality.
- Serious neglect or insubordination in the performance of duties without adequate explanation.
- Intentional failure to obey a lawful and reasonable work instruction or direction given by the Employer.
- Intentional breach of the Employer's policies and procedures.
- Being in possession of, or under the influence of, or consuming or selling drugs or alcohol, in the workplace.
- Operating a company vehicle in an irresponsible manner which results in serious unsafe practices or damage to the Employer, customer, other employee, or any other person's property. Unauthorised use of Employer equipment or vehicles.
- Negligence, or deliberate act, or irresponsible use of fire protection or safety equipment or protective clothing, which may affect the safety of the employee or other employees or results in a serious safety or damage situation, including the removal of any safety devices.
- Deliberate damage to Employer, customer, employee or another employee's property.
- Behaviour that is found to constitute Bullying and/or racial or sexual Harassment or Discrimination towards any employee, supplier and other business contact.
- Theft and/or Fraud including unauthorised consumption of food and/or drink, providing unauthorised discounts or additional product to customers.
- Theft and/or Fraud.

- Unauthorised possession and/or movement or removal of Employer, customer or other employee's property. This may include out of life, waste or damaged items.
- Dishonesty (including fraud or misleading through the deliberate provision of inaccurate information or deliberate omission of information).
- Intentional falsification, misreporting, or being party to falsification, of any Employer, document or record (whether electronic or otherwise) including deliberate failure to clock in or out and/or the manipulation of time and wage records.
- Violent, abusive (physical or verbal) or rude behaviour.
- Food safety critical breaches including negligent failure to discard of expired product correctly where responsible for a managing a shift.
- Unauthorised clocking out by Management of employees.
- Unauthorised issuing of food instead of monetary payment, for hours worked.
- Any behaviour, whether work related or private, inclusive of social media, which is likely to:
 - Impact in a negative way on the employee's credibility, integrity or trustworthiness; or
 - Damage the reputation of the Employer
 - And deeply impairs or is destructive to the trust and confidence that lies at the heart of the employment relationship.

4. Disciplinary Procedure

4.1 Preparation for Disciplinary Investigation

Before holding a disciplinary meeting, the manager may carry out a preliminary investigation. The purpose of the preliminary investigation is to determine whether there is sufficient information to commence a more formal disciplinary meeting regarding the alleged misconduct/serious misconduct i.e. the investigation will obtain or clarify evidence. As soon as it is clear that disciplinary action (including a formal warning) may be a possible outcome, a formal disciplinary investigation process should be commenced.

4.2. Suspension

The Company may suspend an employee where there is suspected serious misconduct and further investigation is required, where the employee poses risk to their own or others health and safety by remaining in the workplace, or where the employee's continued presence could prejudice the ability to conduct an investigation.

The suspension will, usually, be on full pay and will only be of the minimum duration necessary for a proper investigation. Where any suspension extends beyond two weeks due to matters beyond the Company's control (such as police investigation into an employee's conduct) the suspension may continue without pay.

Where the employer is considering the suspension of an employee, they shall first give the employee an opportunity (which may be brief) to make submissions on the appropriateness of suspension, and how long the suspension is expected to last for.

Area Managers or Brand Operations Managers (as appropriate) and the ER Team should be consulted in the first instance.

4.3. Invitation to Disciplinary Investigation Meeting

Once the Manager has sufficient information to hand, they may progress directly to a Disciplinary Investigation Meeting. The purpose of a Disciplinary Investigation is to provide a forum for the Company to formally address alleged behaviour/conduct that the Company alleges to be misconduct/serious misconduct and to provide the employee an opportunity to respond to those allegations

The Manager is to provide written notification of the requirement to attend an investigation and/or disciplinary meeting, where practicable at least 24 hours in advance.

The Investigation/Disciplinary Invitation Letter must contain the following information:

- Whether the alleged matter is potentially misconduct or serious misconduct, based on the initial information to hand; and
- The employee has the right to have a support person or representative present and the details of the Employer's representatives; and
- Disclosure of all relevant information including details of the allegation(s) and all documentation that will be relied on during the Disciplinary; and
- What the possible outcome may be;
- The time, date, and place for the meeting to be held; and
- That the matter will be fully investigated and the employee's explanation(s) will be given their due consideration before any decisions are made regarding any actions the Company may take.

4.4. At the Disciplinary Investigation Meeting

- The Manager will have a Company representative attend the meeting who will be responsible for taking notes.
- At the start of the meeting where an employee does not have a representative/witness/support person present, the employee will be offered the opportunity to have a representative/witness/support person present. (This may require a postponement).
- All information of any alleged breach(es), including all documentation, video footage will be presented to the employee, so that he/she may provide his/her feedback.
- The Manager will ascertain that the employee understands what is required of him/her e.g. performance standards, timekeeping, etc.
- The Manager will ask for any reasons/explanations the employee may have for allegedly failing to meet the required standards.
- The Manager will listen to the employee's response(s) and ask questions to clarify any points.
- If any new information becomes available during the meeting or the adjournment, this new information will be put to the employee, or the Employer. The Manager will listen to the employee's response(s) and ask questions to clarify any points. The Manager will then adjourn the meeting to consider the new information and

the employee's responses and undertake any further investigation required. (This may require an adjournment until a later date).

Once all sufficient information has been obtained, the meeting will be adjourned, to allow the Manager the opportunity to consider all the information, including the employee's responses.

- The Manager will subsequently make a preliminary decision about what action, if any, to take. The disciplinary meeting will then be reconvened to advise the employee of the decision they are proposing to make, i.e. warning, termination of employment, no further action.
- The meeting may be adjourned again to allow the employee to consider the proposed decision and prepare a response to that proposal. This adjournment will usually be brief but, if the employee or their representative requests a longer adjournment this will usually be agreed. Such adjournment should not unduly delay the completion of the disciplinary process.
- Following this adjournment the meeting will be reconvened to allow the employee to respond to the proposed disciplinary outcome. The Manager will then consider that response (usually during a further adjournment) before delivering their final decision.
- The verbally communicated decision will be confirmed in writing as soon as practical following the meeting.

5. Decisions re Warnings & Terminations

Warnings.

- (a) If the explanations offered are **inadequate**, the procedure will be as follows:
- Advise the employee that the explanation is not acceptable and why.
 - If a final written warning is the potential outcome, advise the employee of the proposed action and seek the employee's comments, giving the employee the opportunity to request a lesser action or suggest alternatives. The employer will then consider any final comments made by the employee before confirming the employer's final decision.
 - Advise the employee that he/she is receiving a warning (i.e. final warning).
 - Advise the required improvement, i.e. what and by when.
 - Explain that failure to meet the required standards may jeopardise continued employment.
 - Advise the employee where he/she should go for further assistance should any problems arise which may prevent performance to the required standard.
 - Where appropriate advise what action the employer will take to provide assistance or training to prevent reoccurrence.
- (b) If the explanations offered are **adequate**, proceed as follows:
- Advise the employee that you consider their explanation(s) to be acceptable and therefore no disciplinary action will be taken.
 - Conclude the meeting and follow it up with written confirmation of the outcome.

Termination of Employment – Serious Misconduct.

- (a) If the explanations offered are inadequate, the procedure will be as follows:

- Advise the employee that the explanation is not acceptable and why.
 - Advise the employee of the procedure or policy breached.
 - If termination of employment is the potential outcome, advise the employee of the proposed action and seek the employee's comments, giving the employee the opportunity to request a lesser action or suggest alternatives. The employer will then consider any final comments made by the employee before confirming the employer's final decision.
 - Advise the employee that his/her employment will be terminated for serious misconduct.
- (b) If the explanations offered are adequate, proceed as follows:
- Advise the employee that you consider their explanation(s) to be acceptable and therefore no disciplinary action will be taken.
 - Conclude the meeting and follow it up with written confirmation of the outcome.

SCHEDULE B – RATES OF PAY AND ALLOWANCES

1.1 Wages – Ordinary Hourly Rates of Pay

Wages are paid in accordance with the following, effective from 1 April 2019.

Backpay will be applied to employees who continue to be employed at the date of settlement (being 29 May 2019) and who continue to be employed at the date of ratification. This includes waged employees who were promoted to salaried positions between 1st April 2019 and the date of ratification for the period they were waged employees.

Wage rates as at 1 April 2020 will increase by the 'cents per hour' increase in the Adult Minimum Wage, capped at \$1.20.

			
Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Base		\$17.80
Team Member	Gold Star	Either FOH or BOH qualified	\$18.82
Team Member	LAS	Refer Note 1	\$20.00

			
Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Base		\$17.80
Team Member	Expert Gold		\$18.45
Team Member	LAS	Refer Note 1	\$19.32



Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Base		\$17.80
Team Member	Star		\$18.72
Team Member	Shift Leader Certified	Refer Note 1	\$19.64

Note 1: This rate applies to employees who agree in writing to run shifts, where required, in a sole charge capacity.

1.2 Allowances

Allowances are paid in addition to ordinary Hourly Rates of Pay and in accordance with the following.



<p>Sole Charge Allowance (Shift Supervisor) Payment is payable for the hours worked in a sole charge capacity (with a minimum payment of a half hour when covering a meal break).</p>	<p>\$4.33 per hour (paid in addition to ordinary hourly rate)</p>
<p>KFC Cooks Allowance Where a qualified (Gold Star - Back of House) Employee is engaged in the cooking of fresh chicken inclusive of associated preparation, the Employee shall be paid a Cooking Allowance of \$2.50 per hour in addition to the Employee's ordinary hourly rate for the hours.</p> <p>The Allowance is not payable where the Employee is in receipt of the Shift Supervisor – Sole Charge Allowance.</p>	<p>\$2.50 per hour (paid in addition to ordinary hourly rate)</p>



<p>Sole Charge Allowance (Shift Supervisor) Payment is payable for the hours worked in a sole charge capacity (with a minimum payment of a half hour when covering a meal break).</p>	<p>\$2.94 per hour (paid in addition to ordinary hourly rate)</p>
---	---



<p>Sole Charge Allowance (Shift Leader) Payment is payable for the hours worked in a sole charge capacity (with a minimum payment of a half hour when covering a meal break).</p>	<p>\$4.33 per hour (paid in addition to ordinary hourly rate)</p>
---	---

<h2>All Brands</h2>	
<p>In Store Delivery Allowance (Private Vehicle*) Payment is payable for each customer order delivered.</p> <p>(This payment is the full payment entitlement for conducting deliveries and there is therefore no subsequent entitlement to claims for fuel, mileage or vehicle, etc. costs). * All vehicles.</p>	<p>\$2.40 per customer order (gross; paid in addition to ordinary hourly rate)</p>
<p>In Store Delivery Allowance (Company Vehicle) Payment is payable for each customer order delivered.</p> <p>(This payment is the full payment entitlement for conducting deliveries and there is therefore no subsequent entitlement to claims for fuel, mileage or vehicle, etc. costs).</p>	<p>\$0.50 per customer order (gross; paid in addition to ordinary hourly rate)</p>
<p>Late Shift Allowance An allowance shall be paid to eligible Employees for time worked after midnight.</p>	<p>\$0.36 per half hour (gross; paid in addition to ordinary hourly rate)</p>
<p>Broken Shift Allowance When an Employee is engaged on a broken shift on any day, he/she shall be paid an allowance.</p>	<p>\$2.11 per day</p>

<p>Higher Duties Allowance An allowance is payable for the time an Employee works in a role with increased responsibilities, as determined and authorised by their Store Manager.</p>	<p>\$0.72 per hour (gross; paid in addition to ordinary hourly rate)</p>

SCHEDULE C - RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The Employer aims to provide a fair workplace for its Employees. At times an Employee may have concerns about his/her employment and how he/she is being treated. We would like an Employee to talk to us if this happens.

If we cannot resolve matters between us, an Employee can get outside help.

What is an employment relationship problem?

An employment relationship problem includes a personal grievance, dispute or other problem relating to an Employee's employment relationship with the Employer. It does not include any problem with the fixing of new terms for an Employee's employment. If an Employee has a personal grievance he/she has 90 days in which to raise it with the Employer.

Who can help with an employment relationship problem?

To help solve an Employee's employment relationship problem he/she can contact:

(a) Within his/her workplace - his/her Manager or their Manager; the ERIR department.

If the Employer cannot resolve your employment relationship problem between us, then either or both of us may request help from the Ministry of Business, Innovation and Employment.

(b) Outside his/her workplace - If matters cannot be resolved internally or if an Employee wishes to seek outside assistance, he/she may contact the following:

- The Ministry of Business, Innovation and Employment (0800 209020 or www.employment.govt.nz);
- Unite Incorporated;
- Mediation Services.

Problem Not Resolved at Mediation

If we cannot resolve the problem at Mediation an Employee can refer it to the Employment Relations Authority.