



1 April 2024 – 31 July 2025

COLLECTIVE EMPLOYMENT AGREEMENT (CEA)

unite



WELCOME TO THE BURGER KING TEAM

Welcome to Burger King New Zealand! We're stoked to have you on board and can't wait to start this awesome journey together.

Our purpose is simple, to create a fun, enjoyable dining experience with fast friendly service using top quality products...but we can't achieve this without you!

We're thrilled to have you join us and we want you to enjoy your time here and are committed to helping you succeed in your new role.

This may be a contract, but do study it, as it includes important commitments of what you can expect from us, and what we can expect from you in return. If anything is unclear, don't hesitate to reach out to your manager or your friendly Unite Union Rep for a hand.

Burger King's Values express the type of employer and workplace that we aspire to be. All employees are to be governed by our Values, as well as our employment policies and contracts such as this CEA. Our Values are:



Pride: We are proud of who we are and what we do

Passion: Our positive attitude is our secret ingredient

People: We respect and support each other as whanau

Performance: Today is an opportunity to learn from and be better than yesterday.

We want your time with us to not only be enjoyable but also super rewarding, so here's to your bright and successful journey with us. Once again, welcome to the crew.

Bernard Oosthuizen
General Manager, Burger King NZ

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1. INTRODUCTION

This Employment Agreement constitutes a collective agreement pursuant to section 54 of the Employment Relations Act 2000.

The parties to this agreement are:

- Antares Restaurant Group Ltd (“Burger King” or “the Company”),
- Unite Incorporated (“UNITE” or “the Union”)

This Employment Agreement applies to all present and future Waged Employees of Burger King, employed within the period of this CEA, but has no application to supervisory and management personnel.

A Waged Employee’s personal terms of employment comprise this Employment Agreement and other Burger King policies and procedures. Such policies and procedures may be amended by Burger King from time to time, but may not be inconsistent with this Employment Agreement.

Any existing or previous agreement relating to a Waged Employee’s terms of employment is therefore superseded by this Agreement.

This Agreement may be varied by agreement between the parties, provided a simple majority of the Waged Employees directly affected support the proposed change. For the purpose of this section, the phrase “Waged Employees directly affected” shall mean those Waged Employees covered by this Agreement whose terms of employment will be changed if the proposed variation is implemented.

A successful business is the result of team work and people working together in a spirit of partnership. Burger King is committed to promoting a harmonious workplace with good working relationships amongst all people in the business.

Burger King strives to employ the most appropriately qualified person for any role. Burger King also gives equal consideration to all Waged Employees in terms of advancement and progress within the Company.

If Waged Employees have positive suggestions or wish to raise issues of concern they should discuss these with their manager.

2. HOURS OF WORK AND WORK SCHEDULING

a. Intent

The parties to this collective agreement acknowledge the following principles for the successful running of the Company's restaurants and its business needs.

To enable the company to provide both great service to its customers and a great work environment for our Waged Employees, we have adopted an approach whereby we can meet the ever changing needs of our customers and provide consistency to those Waged Employees who enjoy regular patterns of work but also provide for those Waged Employees who prefer their working schedules to have flexibility.

b. Scheduling

Each restaurant will have a schedule structured to ensure that it meets the operating needs of the restaurant, including but not limited to the following requirements for scheduling.

- Customer demand will be the driver of all hours of work arrangements, which will include:
 - The appropriate number of Waged Employees to enable safe and productive operations as decided by the Restaurant Manager or Restaurant General Manager in conjunction with the District or Operations Manager ; and
 - The ability to provide cover for annual and other leave including short notice leave and breaks is essential.; and
 - Each Schedule will clearly indicate who the Shift Leader is for each shift; and
 - Each Schedule will clearly indicate who will provide "cover" for each Shift Leader i.e. for Breaks etc.
 - This process will be managed via the clock in/clock out process

c. Rosters/Scheduling

A schedule/roster setting out the hours to be worked in any week will be published via LifeLenz the Employee Rostering System at least ten days in advance. After the schedule/roster has been published, the Waged Employee can confirm or swap shifts via the Employee Rostering System process.

d. Conditions Applying To All Waged Employees

Waged Employees will not be scheduled to work:

- A shift of less than 3 hours
- More than 40.00 hours per week (excluding unpaid breaks)
- More than 9 hours per day
- More than 12 rostered hours from the time work is started on any day.
- Waged Employees are not to be rostered/scheduled for more than 5 consecutive days in any week. However, if an Waged Employee has worked on five consecutive days and agrees to work on a consecutive sixth or seventh day, the Waged Employee will be paid at 1.25 times their base hourly rate for the time worked on such sixth or seventh day. The 1.25 rate does not apply if the Waged Employee has requested to work extra shifts at a restaurant other than where they normally work, on a sixth or seventh day, or if the Waged Employee has requested or accepted a shift swap which then results in them working on a 6th or 7th day.
- All Waged Employees will be scheduled for an appropriate break between the end of work on one day and the start of work on the following day. Only in exceptional circumstances will this break be 10 hours, normal scheduling will provide for breaks longer than 10 hours between the end of work on one day and the start of work on the following day.

e. Meetings

Attendance at team meetings or training programmes is paid at the ordinary rate of pay, with a minimum payment of two hours where this occurs on the Waged Employees rostered day off.

f. Transport

Restaurant Managers or Restaurant General Managers responsible for scheduling must ensure that care and attention is given to the rostering of Waged Employees. Their rostered hours should be fair and reasonable and allow sufficient time for rest, study and relaxation between shifts.

No Waged Employee under 16 years of age will be allowed to work after 10.00 pm or prior to 6.00 am, irrespective of parental consent.

No Waged Employees aged 16 to 18 years will be allowed to work after 10.00 pm or prior to 6.00 am unless they have confirmed that they have transport to get to their home.

g. Employee Categories

Waged Employees with Agreed Hours

These are Waged Employees with **Agreed Hours** each week, however the scheduling of the days of the week on which such agreed hours are to be performed, and the start and finish times of work, is flexible and may change from week to week or schedule to schedule. The scheduling of hours will be within the Waged Employee's declared Preferred Working Times.

Such Waged Employees will not be scheduled to work less than their **Agreed Hours** as set out in their Letter of Appointment or in any subsequent variation to their Letter of Appointment. These Waged Employees are not required to work any hours that exceed their **Agreed Hours**, unless this is by mutual agreement of the Waged Employee and the Restaurant Manager or Restaurant General Manager. This mutual agreement will be in writing and signed by both parties.

OR

Waged Employees with Agreed Fixed Shifts

These are Waged Employees with **Agreed Fixed Shifts**, with the days of the week on which work is to be performed and the start and finish times of work being fixed, with no change from week to week or schedule to schedule.

Such Waged Employees will not be scheduled outside of their **Agreed Fixed Shifts** as set out in their Letter of Appointment or in any subsequent variation to their Letter of Appointment. These Waged Employees are not required to work any hours that exceed their **Agreed Fixed Shifts** unless this is by mutual agreement of the Waged Employee and their Restaurant Manager or Restaurant General Manager. This mutual agreement will be in writing and signed by both parties.

h. New Waged Employees

New Waged Employees who are employed after the date of this Collective Agreement coming into force, will have their **Agreed Hours** or **Agreed Fixed Shifts** as agreed with the Restaurant Manager or Restaurant General Manager, recorded in the Letter of Appointment along with their Preferred Working Times at the commencement of employment. Subsequent (permanent) variations may then be mutually agreed using the process outlined below.

i. Variations To Agreed Hours or Agreed Fixed Shifts

Subsequent variations to an Waged Employees Agreed Hours or Agreed Fixed Shifts may be mutually agreed, however any permanent variations upwards or downwards to either **Agreed Hours** or **Agreed Fixed Shifts**, must follow the processes as set out in this or the following clauses: Additional Hours/Shifts, Reduction in Hours/Shifts.

j. Agreed Hours or Agreed Fixed Shifts - Non Compliance

The parties recognise that they have mutual obligations relating to the provision of **Agreed Hours** and **Agreed Fixed Shifts**. The Employer must provide for the hours of work provisions as set out in this agreement, subject to any reductions in hours as noted below, and the Waged Employee's employment may be subject to termination where the Waged Employee is not able to fulfil the working hours' requirements for which he/she was specifically employed and obligated to fulfil.

Waged Employees who wish to change their employment type e.g. from **Agreed Hours** to **Agreed Fixed Shifts** or vice versa, must put the request in writing to the Restaurant Manager or Restaurant General Manager, and while agreement to change will not be unreasonably withheld, the driver of any change will be based on customer demand and the operational needs of the business.

Waged Employees who wish to change their **Agreed Hours** or **Agreed Fixed Shifts** must raise it in writing with the Restaurant Manager or Restaurant General Manager. The following will apply:

- While Waged Employees have the right to request a change to their **Agreed Hours** or **Agreed Fixed Shifts**, amendments due to a change in their personal circumstances/requirements will be considered but cannot be guaranteed
- Any restaurant's hours of operations, including its shift and hours requirements, must be able to be filled appropriately by suitably trained, qualified Waged Employees or new Waged Employees to ensure that the restaurant can meet the operational needs of the business
- A notice period of four weeks for the introduction of the change will apply, to enable changes to be made to the restaurant's roster/schedule. The notice period may only be reduced or extended by mutual agreement
- That the total hours scheduled for the Waged Employee will not exceed 40 hours (exclusive of unpaid breaks) in any 7-day week.
- If there is a mutual agreement to change the **Agreed Hours** or **Agreed Fixed Shifts**, for it to take effect, the variation must be recorded in writing and signed by both the Waged Employee and the Restaurant Manager or Restaurant General Manager

Waged Employees who wish to "**swap shifts**" on a temporarily basis, may request this via the Employee App, which requires their Restaurant Manager or Restaurant General Manager's approval.

k. Additional Hours/Shifts

Permanent additional hours or shifts which become available will be offered to current Waged Employees in the first instance using the following guidelines:

- Those Waged Employees with the longest service who are suitably qualified and who have requested such additional hours will be considered first.
- Any Waged Employees total hours must not exceed 40 hours in any one week (exclusive of unpaid breaks).
- **Agreed Hours** or **Agreed Fixed Shifts** which meet the shifts/hours available within the restaurant

Permanent additional hours or shifts will be notified via LifeLenz the Rostering System.

Short term cover for additional hours/shifts will also be offered to current Waged Employees in the first instance using the same guidelines as noted above. Unless the **Agreed Hours** or **Agreed Fixed Shifts** are to be kept available for Waged Employees on long term leave, Parental Leave, ACC, long service leave etc. or where in exceptional circumstances there is a temporary change in trading i.e. road closures, building work etc., available **Agreed Hours** or **Agreed Fixed Shifts** should be offered permanently 6 weeks after first becoming available.

Note that these provisions are not intended to prevent the employer from recruiting new Waged Employees to ensure sufficient cover for any restaurant.

I. Reduction in Hours/Shifts

On occasion there may be a business need to reduce hours in a restaurant and should any such reduction be needed, this will as far as practicable be uniformly applied.

The reasons for a reduction in hours includes the following:

- where there is significant variation in customer demand, and or;
- ⊖ where there is a downturn in sales, and or; other factors which impact on the restaurant such as competitor openings, change in trading pattern of the area, where a pattern of trade has yet to be established

If additional hours become available subsequently and within 12 months following the reduction in hours, such additional hours will in the first instance be offered those current Waged Employees whose hours were reduced.

If the Waged Employee has any concerns about any required reductions in hours, they should raise this in the first instance with their Restaurant Manager or Restaurant General Manager and then the District or Operations Manager if resolution of their concerns is not achieved. If the matter is not resolved in a reasonable timeframe by the Restaurant Manager or Restaurant General Manager and the District or Operations Manager, People Services will review and investigate. At any time, the Waged Employee may seek advice from a representative such as a parent/guardian, delegate, union official or other representative.

Both the Waged Employee and the Employer can reduce the **Agreed Hours** and **Agreed Fixed Shifts** by a maximum of 20% reduction in any 12-month period. Reductions in **Agreed Hours** or **Agreed Fixed Shifts** as a result of the Waged Employees change in their personal circumstances/requirements will be proportional i.e. if the Waged Employee(s) have reduced their **Agreed Hours** or **Agreed Fixed Shifts** by 5 hours or one shift, then the new **Agreed Hours** or **Agreed Fixed Shifts** will reflect this reduction.

If the Waged Employee has requested a change which is greater than a 20% reduction due to a change in their personal circumstances/requirements, these changes may be agreed to, as long as there is mutual agreement which must be recorded in writing and signed by both parties.

The requirement and process for the reduction in hours of any Waged Employees as noted above, shall not prevent Burger King from declaring redundancies if in its sole opinion there is a need to reduce the number of Waged Employees employed in a particular restaurant. Please refer to the redundancy clause of this agreement for further clarity.

Any reduction in hours shall be discussed and put in writing to the Waged Employee(s) affected, four weeks prior to any Waged Employee's hours being reduced. Unite Union will be informed in writing of any proposed reductions in hours which affect its union members.

m. Waged Employees Request Review of: Actual Hours vs Agreed Hours

Upon request by the Waged Employee (at 6 monthly intervals), BK will provide a review (wage and time records) of Actual Hours Worked vs Agreed Hours.

3. BREAKS

Breaks will be provided in accordance with the Employment Relations Act 2000 (ERA) and its amendments.

All Waged employees are entitled to take rest and meal breaks, in accordance with the Breaks Schedule below. Waged employees must take all of their entitled breaks and that restaurant management is responsible for ensuring all Waged employees are provided with their entitled breaks.

Break Schedule

Total length of work period (hours, minutes including breaks)	Minimum number of rest and / or meal breaks	Intended Timing of Breaks
2.00 – 4.00 Hours	<ul style="list-style-type: none"> • 1 x 15 minute rest break 	<ul style="list-style-type: none"> • In the middle of the shift.
4.01 Hours – 6:00 Hours	<ul style="list-style-type: none"> • 1 x 15 minute rest break; and • 1 x unpaid 30 minute meal break. 	<ul style="list-style-type: none"> • One third of the way through the shift. • Two thirds of the way through the shift.
6.01 Hours - 9.59 Hours	<ul style="list-style-type: none"> • 2 x paid 15 minute rest breaks; and • 1 x unpaid 30 minute meal break. 	<ul style="list-style-type: none"> • 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. • In the middle of the shift.
10.00 Hours +	If a period of 10 hours or more is worked, these requirements automatically extend to cover the additional hours, on the same basis/formula, as the above.	

Rest and meal breaks will be scheduled during a shift as follows; 15-30-15. However, it is acknowledged that rest and meal breaks can follow any flexible arrangement agreed between the Employer (restaurant management) and the Waged Employee. As far as is practicable and reasonable, breaks should be spread evenly throughout the shift according to the Breaks Schedule. The Breaks Schedule will be available in LifeLenz.

In exceptional circumstances where an Waged Employee is unable to take a rest break due to work demands, they will be compensated as follows:

The 15 minute rest break shall be added to the Waged Employees paid work hours, this will be identified via a separate clock-in code.

OR

The 15 minute rest break can be taken at the end of the shift. i.e. the Waged Employee may leave their shift 15 minutes early and be paid for such time, this will be identified via a separate clock-in code.

Whichever option is agreed must be approved and actioned by the Restaurant Manager or Shift Leader. Agreement will not be unreasonably withheld by the Restaurant Manager.

There is no requirement for an Waged Employee to remain “on-site” during unpaid rest breaks. It is the Waged Employees responsibility to ensure that they adhere to the Breaks Schedule i.e. leave and return from rest breaks within the scheduled break times.

Any missed rest break that has not been dealt with via either of the above methods must be notified to the Employer specifically; the District Manager, Operations Manager or People Services as soon as possible. All hours worked including the clocking in and out for rest breaks will be reconciled and reviewed each pay cycle. Any missed rest breaks that have been identified and/or communicated will be reviewed through this process and appropriate action taken.

Any disputes regarding Breaks must first be sent in writing to the District or Operations Manager to review the situation. If resolution is not achieved, the People Services Team must be informed in writing and a full investigation will be undertaken.

4. PAY

The minimum rates of pay are set out in the Schedule attached. A Waged Employee's personal rate of pay will be confirmed in their appointment letter.

a. Pay Adjustment

Wage Rates of pay will be reviewed annually, effective 1 April.

Where a Waged Employee is appointed to a different role their rate of pay will be reviewed at the time.

b. Payment Frequency

Waged Employees will be paid weekly by direct credit to their nominated bank account. Payment will be made within 72 hours of the end of the respective pay period, except in exceptional circumstances.

Payslips detailing the calculation of wages and any deductions made will be available no later than Friday via the Waged Employee Self Service System (ESS), except in exceptional circumstances.

c. Deductions

On termination of employment or at such other times as Burger King may require, the Company may make reasonable deductions from a Waged Employee's pay (including holiday pay on termination of employment) for the value of any unreturned Company property, with due allowance for fair wear and tear, and/or any other debt the Waged Employee owes to Burger King (including over payments or payments made in advance). All branded uniforms are required to be returned, on termination. Any deduction from final pay, needs to be reasonable and in consultation.

5. HEALTH & SAFETY

Burger King will take all reasonable steps to ensure Waged Employees have a safe and healthy work place. Waged Employees must also play their part in keeping themselves and our customers' safe by identifying hazards, reporting all accidents and incidences, using equipment only as instructed, wearing protective clothing where required and understanding and following the Company policies and procedures.

If a Waged Employee has an accident at work they must report this immediately to their Manager.

Waged Employees must ensure that they are in a fit state to carry out their duties when reporting for work and during working hours. Team members must also take appropriate and immediate action if they consider that fatigue or stress is preventing them from working safely and efficiently.

Team members must ensure that they are not affected by alcohol or drugs while in a workplace.

To assess a team member's fitness for work Burger King may require them to undergo regular health checks. Failure to pass these health checks may result in suspension and disciplinary action, the outcome of which may include warnings or dismissal.

Burger King will provide adequate first aid facilities.

Protective clothing and equipment appropriate to the work conditions will also be provided which must be worn. Team members will be instructed in the proper use of protective equipment and failure to use such equipment will constitute serious misconduct. Such clothing and equipment remains the property of Burger King. BK will provide all Maintenance Team Members with non-slip, safety shoes (or boots) at no cost to the Waged Employee. The employee must be defined as a Maintenance Team Member.

Where practicable, Waged Employees will be provided with a safe location for Waged Employees to leave their personal items, for the duration of their shift. Generally, each restaurant will have a room available for meal and rest breaks. Where this is not possible such breaks may be taken in the dining area of the restaurant.

6. TRAINING

Burger King Training is a practical and hands on training process and is available to all Waged Employees **from** the commencement of employment.

Waged Employees will learn many of the stations and work assignments in the restaurant supported by the management team. All training is to be completed during work hours whilst on shift, and clocked in to be paid.

All Waged Employees have the opportunity and are encouraged to complete the online training modules during working hours and thereby progress to the Certified Team Member pay rate. Training is online and easily achievable. Any Waged Employee who requires additional support to achieve training levels can ask for support from the Operation Coaches via their manager or by contacting the District or Operations Manager, or People Services.

Where an employee who has requested training and who has 12 months' service, and the company has not provided the opportunity to undertake such training, a full review of the reasons why such opportunity has not been provided will be investigated by the District or Operations Manager, and People Services. If as a result of this review it can be shown that such opportunity was not made available, the Waged Employee will be moved to the Certified Team Member pay rate (12 months' service). The review will be completed within 4 weeks of the matter being raised by the Waged Employee.

All training must be verified as having been completed by the Operations Coach (or Restaurant Manager or District Manager). Training should be verified by the Operations Coach within 4 weeks of a Waged Employee completing the online training. Any new wage rates for any training shall be from the date of verification by the Operations Coach.

If you have not had the results of your training within a 4 week period please contact the Operations Coach directly or People Services on peopleservices@burgerking.co.nz.

7. LEAVE

Subject to the following, provisions for leave are in accordance with prevailing legislation. Currently the Holidays Act 2003 provides for public holidays, annual holidays, sick leave and bereavement leave as set out below. Waged Employees may obtain further information about their leave entitlements under the Act from the Union or the Ministry of Business, Innovation and Employment (0800 800 863).

a. Public Holidays

Unless otherwise agreed, the public holidays are:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Matariki Day
- Easter Monday
- ANZAC Day
- The birthday of the reigning sovereign (observed on the first Monday in June)

- Labour Day (being the fourth Monday in October)
- Anniversary Day (or the day locally observed as that day)

Waged Employees may be required to work on a public holiday if that day would otherwise be a working day for them.

If Waged Employees do *not* work on a public holiday then, provided for them that day would otherwise be a working day, they will be paid not less than their relevant daily pay for the day.

If Waged Employees do work on a public holiday they are entitled to payment for the time worked at time and a half (as defined in section 50 of the Holidays Act 2003). In addition, provided for them that day would otherwise be a working day, such Waged Employees are entitled to a whole alternative holiday.

The alternative holiday is to be taken by mutual agreement on a day that would otherwise be a working day for the Waged Employee. Payment for the alternative holiday shall be at the Waged Employee's relevant daily pay for the day on which they take the alternative holiday.

b. Otherwise Working Day

The criteria set out below will be used to calculate an "otherwise working day", these criteria are not intended to reduce or remove any entitlements or obligations under the Holidays Act 2003. Waged Employees may discuss with the employer whether a given day was otherwise a working day. Any Waged Employee whose working pattern does not meet either of the criteria noted below will be considered individually with each situation considered on its merits to ensure fairness. The parties agree that an otherwise working day shall be:

- A fixed day or shift; or
- If the Waged Employee has worked the same day of the week for 7 out of the previous 13 weeks; or
- If less than 13 weeks service, (or a recent agreed change to shifts), then a short-term pattern over the previous 4 weeks.

c. Annual Holidays

At the end of each year of employment with Burger King Waged Employees are entitled to four weeks' annual holidays in accordance with the Holidays Act 2003. Leave may be taken in advance of the Waged Employee's anniversary by agreement.

Annual holidays must be taken at a time agreed with Burger King, but in the absence of agreement Burger King may direct Waged Employees to take the holidays by giving not less than 14 days' written notice.

It is agreed that payment for annual holidays will be made in the pay cycle that relates to the period during which the holidays are taken.

For Waged Employees on **Agreed Hours** (not employed on **Agreed Fixed Shifts**); then it likely that the Waged Employee won't have a regular work pattern and therefore is unclear *what an ordinary week is*. A week and ordinary working day is defined in the attached **Annual Leave Guideline**.

d. Sick Leave

Sick leave is for situations where a Waged Employee, their spouse or a dependant is sick or injured.

After 6 months service, Waged Employees are entitled to 10 days' sick leave for each year. Unused sick leave may be accumulated to a maximum of 20 days

Waged Employees are eligible for an advance (of normal entitlement) of up to 3 days paid sick leave after 3 months employment. Waged Employees who are sick may request Annual Leave that they have accrued, within their first 3 months of employment. Requests for both provisions, will not be unreasonably withheld.

When Waged Employees take sick leave they must notify their shift manager of their absence as early as possible, but no later than 2 hours before their normal start time, and thereafter on each day that they are absent from work.

Burger King may require a claim for sick leave to be supported by a medical certificate provided at the Waged Employee's cost. However, in the case of absences shorter than 3 consecutive calendar days, Burger King will promptly advise the Waged Employee of that requirement and will pay their reasonable costs of obtaining the certificate within 10 working days.

Additional Sick Leave may be made available at the company's discretion. For genuine cases of long-term illness, where the Waged Employee has used all leave entitlements, Burger King at its sole discretion, may grant an additional award of sick leave (e.g. up to 5 days additional sick leave).

e. Bereavement Leave

After six months' current continuous service Waged Employees are entitled to bereavement leave as follows:

- 3 days leave on the death of their spouse/partner, child, brother, sister, parent, grandparent, parent in law or grandchild.
- 1 days leave on the death of any other person where Burger King accepts that the Waged Employee has suffered a bereavement, having due regard to the closeness of the association between Waged Employee and the deceased, whether the Waged Employee has to take significant responsibility for arrangements for the ceremonies relating to the death, and any cultural responsibilities the Waged Employee has in relation to the death.

Wherever practicable, when Waged Employees take bereavement leave they must notify their shift manager of their absence as early as possible, but no later than 2 hours before their normal start time, and thereafter on each day that they are absent from work.

f. Parental Leave

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and amendments. For Waged Employees who return from Parental Leave, their annual leave accrued whilst on leave, when taken will be paid at the rate of the greater of the Waged Employee's ordinary weekly pay or average weekly earnings.

g. Long Service Holidays

Waged Employees will be entitled to long service holidays as follows:

- After 10 years' continuous service..... one holiday of 2 weeks
- After 15 years' continuous service..... one holiday of 4 weeks
- After 20 years' continuous service..... one holiday of 6 weeks

Such holidays may be taken in one or more periods and at such times as are agreed with the Waged Employee's manager, provided that the holidays must be taken within 12 months of the date on which the entitlement occurs.

Long service holidays are paid on the basis of the Waged Employee's average weekly earnings in the 12 months prior to the date on which the holidays are taken.

If a Waged Employee terminates their employment the value of any unused long service holidays will be paid to them.

h. Domestic Violence Leave and Flexible (Short-term) Working Arrangements

- The Waged Employee will be entitled to domestic violence leave in accordance with the Holidays Act 2003, subject to the Waged Employee's eligibility under this Act.
- The Waged Employee will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to the Waged Employee's eligibility under this Act.
- The company's Domestic Violence Leave Policy applies which is designed to allow the Waged Employee access to these entitlements in a manner which protects the Waged Employee's privacy.

8. GENERAL

a. Commissions

Waged Employees must not demand, claim or accept any fee, gratuity, commission or benefit from any person or organisation other than Burger King in payment for any matter or thing concerned with their duties, except with the prior written consent of Burger King.

b. Confidential Information

Waged Employees must not use or disclose in any way for any reason (other than as required by Burger King), any confidential information which they acquire while they are employed with Burger King.

Confidential information includes information about Burger King's suppliers and associated businesses, information about operations and business methods, financial data, information about trading levels, business strategies and identified business opportunities, intellectual property, information which if disclosed may cause harm to Burger King's business or advantage a competitor, and any other information Burger King regards as confidential.

The above restrictions apply both during employment and after termination.

Upon termination of employment, or at any other time when requested by Burger King, Waged Employees must immediately return all Burger King property and information in their possession or control, without taking any copies.

c. Outside Interests

Except with the prior knowledge and consent of Burger King, Waged Employees must not engage in outside employment or any business activity which impacts on their ability to satisfactorily perform their duties for Burger King, or which conflicts with their duties and obligations to Burger King and/or which is in competition with Burger King.

Waged Employees must advise their manager immediately, if they have any reason to believe a conflict of interest has arisen or may arise.

d. Code of Conduct and Disciplinary Procedure

The Burger King Code of Conduct and Disciplinary Procedure applies to Waged Employees covered by this agreement. Waged Employees may access a copy of the Code of Conduct and Disciplinary Procedure.

At any stage of the disciplinary process a Waged Employee may seek the support, advice and guidance of the Union.

e. Uniforms

Burger King will provide all Waged Employees with 2 shirts, 2 pants, 1 cap and 1 name badge. A belt may be provided. Waged Employees who work three or more shifts within four consecutive days will be provided with a third shirt.

9. TERMINATION

a. Notice

Two weeks' written notice of termination of employment is required but dismissal without notice applies in the case of serious misconduct.

On receiving notice Burger King may elect to pay Waged Employees in lieu of notice and require them to not work out the balance of the notice period. Burger King may also require Waged Employees to not attend work on full pay during the notice period, or undertake an alternative role on the same terms and conditions of employment while working out the notice period.

Where a Waged Employee or Burger King does not give the required notice, the unworked period of notice will be deducted from the Waged Employee's final pay or paid by Burger King respectively.

Unless otherwise agreed between a Waged Employee and their manager the notice period may not be reduced by offsetting accrued annual leave entitlements.

If Waged Employees are absent from work for a period of three consecutive workdays without having notified Burger King of their absence or without the consent of Burger King or without good cause, they will be deemed to have abandoned their employment.

Burger King may at any time stand down a Waged Employee on pay pending an investigation or proposed disciplinary action. Where the stand down extends beyond two weeks for reasons beyond Burger King's control (such as a Police investigation into the same matter) Burger King may decide to continue the stand down without pay.

On termination of employment Waged Employees must immediately deliver to Burger King all items of Company property in their possession and all documents and any other records and papers within their possession or control which are the property of Burger King and which in any way relate to the business affairs of the Company, without retaining copies unless prior written approval has been given by Burger King. On termination of employment a certificate of service will be provided on request.

A Waged Employee's employment may also be terminated if they are declared medically unfit to perform their duties.

b. Redundancy

Redundancy means a situation where an Waged Employees employment is terminated by Burger King, the termination being attributable, wholly or mainly, to the fact that the position filled by the Waged Employee is, or will become, superfluous to the needs of Burger King.

If redundancies are required, Burger King will consult with the affected Waged Employees. The proposed selection criteria will be communicated to the affected Waged Employees as part of the consultation process. Performance issues which have been raised and communicated to the employee can be taken into account as part of any such criteria. The company reserves the right to select which Waged Employees will be made redundant, and retain those Waged Employees who are in Burger King's opinion, due to their skills and attributes, necessary for continuing operations.

Unite Union will be informed of any proposed redundancies at the same time as any Waged Employees who are also Union Members.

If a Waged Employee's employment is terminated due to redundancy, they will be given four weeks' notice in writing or payment in lieu of notice, at the election of Burger King. In addition, the Waged Employee will be paid redundancy compensation calculated at 2 weeks' pay for the first completed year of service and 1 weeks' pay for each subsequent year of completed service, provided that the maximum compensation payment will be 6 weeks' pay. In this context, one weeks' pay means the higher of the Waged Employee's ordinary weekly pay or their average weekly earnings as per the Holidays Act 2003.

Waged Employees have no entitlement to redundancy compensation payments if employment is being terminated by Burger King by reason of the sale or transfer by Burger King of the whole or part of Burger King's business, and where any new employer offers the Waged Employee employment on substantially similar terms and conditions of employment, in a similar capacity, or in a capacity they are willing to accept, and agrees to treat their service as being continuous.

c. Restaurant Closure

If a Waged Employee's employment is terminated due to a restaurant closure, they will be provided with notice and compensation as noted above.

However, Waged Employees who have their position disestablished due to a restaurant closure, have no entitlement to redundancy notice and compensation payments if they are offered employment in a substantially similar position in another restaurant within a 12km radius of their existing restaurant at the time of such disestablishment occurring, and Burger King agrees to treat their service as being continuous.

d. Employment Protection Provision

In the event of restructuring as defined in Part 6A of the Employment Relations Act 2000 which affects an Waged Employee's role, the following will occur:

- In negotiating with the prospective employer, Burger King's objective will be to arrange for the Waged Employees continued employment by the new employer on their existing terms and conditions of employment.
- As soon as possible after the commercial arrangements are formalised, the Waged Employee will be provided with information about the new employer, whether they will be offered employment by the new employer, the basis of any such offer, the timetable for the transition, and the process for consultation with Waged Employees.
- If an Waged Employee does not receive an offer of employment from the new employer, their employment with Burger King will cease, in which case the Waged Employee will be given written notice as set out above, or payment in lieu of such notice by mutual agreement and receive redundancy compensation as set out in this clause.

10. REPRESENTATION

Burger King recognises Unite as the representative of those Waged Employees who have given appropriate authorisation.

In accordance with prevailing legislation, any authorised officer of Unite may enter a Burger King workplace at any reasonable time during working hours for purposes related to the employment of members and/or the union's business. The parties agree to comply with the Access Protocol between them dated July 2024.

In addition Burger King recognises the role of Waged Employee's representatives and will allow such Waged Employees reasonable time to carry out their functions, subject to Burger King's operational requirements.

Provided Waged Employees give written authorisation, Burger King will deduct union fees from their weekly pay and remit them to the Union at regular intervals.

The Union is entitled to allocate employment relations education leave to eligible Waged Employees in accordance with prevailing legislation.

Burger King will allow Unite to hold paid member meetings in accordance with prevailing legislation. The timing of such meetings will be determined by mutual agreement with Burger King on the basis that sufficient Waged Employees remain available to ensure that Burger King's operations continue during such meetings. The approval of Burger King will not unreasonably be withheld.

11. EMPLOYMENT RELATIONSHIP PROBLEMS

Note: Team members are entitled to request a Union representative to accompany them during a disciplinary process. Team members may also seek assistance from a Labour Department Inspector to recover wages, holiday pay or any other money payable under the Minimum Wages Act 1983 or the Holidays Act 2003.

a. Definitions

“Employment Relationship Problem” includes a personal grievance, a dispute, and any other problem relating to a Waged Employee’s employment. However, it does not include any problem to do with the negotiation of new terms and conditions of employment.

“Dispute” means a disagreement about the interpretation, application or operation of an employment agreement.

“Personal Grievance” means a claim by Waged Employee against Burger King that:

- Waged Employee have been unjustifiably dismissed; or
- Waged Employee have been disadvantaged in employment by an unjustifiable action of Burger King, or
- Waged Employee have been discriminated against in employment; or
- Waged Employee have been racially or sexually harassed in employment; or
- Waged Employee have been subject to duress because of membership or non-membership of a union or Waged Employees’ organisation.

b. Raising an Employment Relationship Problem

Where a Waged Employee considers they have an employment relationship problem the matter should be discussed with their manager at the earliest opportunity, in an endeavour to resolve the matter promptly by direct discussion.

If the matter is not resolved, the Waged Employee should put the complaint in writing to their Manager. A further effort will be made to resolve the matter.

In the event the matter remains unresolved, or the Waged Employee believes it is inappropriate to raise it directly with their Manager because of the nature of the problem, they should contact the Human Resources Manager. Following this, if the matter still remains unresolved, the Waged Employee should contact the Mediation Service of the Department of Labour.

c. Time Limit for Raising a Personal Grievance

If a Waged Employee wishes to raise a personal grievance, they must do so within 90 days of the date when the alleged grievance occurred or came to their attention, whichever is the later. The exception to the 90-day rule is for the allegations of sexual harassment, which can be raised within a 12 month time limit. The grievance is ‘raised’ in writing as soon as Waged Employee has informed Burger King that they consider they have a personal grievance they want addressed.

Burger King may agree to the matter being raised outside the 90-day period. Waged Employees may also make application to the Employment Relations Authority for permission to raise the matter outside the 90-day period.

d. Choice of Procedures

In circumstances involving discrimination or harassment, as an alternative to the procedures in the Employment Relations Act 2000 Waged Employees have the option of laying a complaint under the Human Rights Act 1993. Waged Employees should seek independent advice on the options. Such advice may be obtained from the Human Rights Commission or the Mediation Service.

e. Statement of Reasons for Dismissal

In the case of alleged unjustifiable dismissal, Waged Employees are entitled to request that Burger King provide them with a written statement giving the reasons for dismissal. Waged Employees are required to make this request to Burger King within 60

days of being dismissed or becoming aware that they have been dismissed. Burger King must provide that written statement within 14 days of receiving the request.

f. Other Options

In the event the matter is not resolved by mediation, the matter may be referred to the Employment Relations Authority for decision. Either party may appeal the decision of the Employment Relations Authority to the Employment Court.

12. PAY SCHEDULE

- **From 1 April 2024:** A 50c per hour increase to current 1 April 2023 wage rates. This equates to 2.19 % on Waged Employee rates, where BK will pay 15c per hour over the National Minimum Wage:

Position	Wage Rate (1 April 2024)
Team Member (entry)	\$23.30
Team Member Level 3	\$23.56
Team Member L3 (12 Months)	\$23.85
Team Trainer / H & S Rep	\$24.10
Maintenance	\$24.10
Shift Assistant	\$24.60
Shift Leader	\$26.80

- **From 1 April 2025:** The higher of the \$ increase in the National Minimum Wage of 1 April 2025, or 50c per hour in addition to the 1 April 2024 wage rates, whichever is higher:

Position	Where 50c is > NMW Wage Rate (1 April 2025)
Team Member (entry)	\$23.80
Team Member Level 3	\$24.06
Team Member L3 (12 Months)	\$24.35
Team Trainer / H & S Rep	\$24.60
Maintenance	\$25.10
Shift Assistant	\$25.10
Shift Leader	\$27.30

13. ANNUAL LEAVE GUIDELINE

How we can determine what an ordinary week is:

Your Entitlement	Further Explanation
<p>You are entitled to 4 weeks annual leave after each anniversary of your employment. You can request for Annual Leave via the LifeLenz App by selecting the shift (s) that you would have normally worked. You must give your manager sufficient notice (14 days is expected) of your intention to be away on leave.</p>	<p>The Entitled Annual Leave balance will be shown in weeks via the <i>ReadyPeople</i> App and on pay slips. Note that LifeLenz will display entitled Annual Leave in hours, though this is an approximation only (based on a 13-week calculation). The accurate balance is only available on the <i>ReadyPeople</i> App.</p>
<p>If you leave Burger King before your anniversary date, you will be paid holiday pay at 8% of your gross earnings</p>	<p>Following your leave anniversary date, this will be shown as an entitled Annual Leave balance in weeks and part-weeks on your pay slip.</p>
<p>Defining what a week is:</p> <p>Where you don't have a regular work pattern (i.e. you are employed on Agreed Hours) and we can't easily say what a week is; then a week for you will be defined as:</p> <p><i>A week is determined by considering your working pattern and will be the greater of the average hours worked of either the last 13 weeks, or the last 4 weeks.</i></p> <p>Note: <i>if there has been a significant change in your work pattern for example, due to a change in your Preferred Working Times, then this work pattern may be chosen to determine the week, rather than using the greater of the last 13 or 4 weeks average hours worked. In most cases, our system uses the last 13-week average.</i></p>	<ul style="list-style-type: none"> Defining the week is necessary to work out your Ordinary Weekly Pay (OWP) You will be paid for your leave on the basis of the greater of either your Ordinary Weekly Pay (OWP) or Average Weekly Earnings (AWE).
<p>Defining a day of leave is:</p> <p>When you take a day(s) of Annual Leave, the proportion of a week you have applied to take will be determined by looking at your defined week (as above). This proportion will be deducted from your leave balance as part of a week.</p> <p>Your defined week will be broken down into your ordinary working days (these are the days you usually work on average, and will be the days you are able to take as leave) and how long each day is in hours.</p> <p>If you apply for a day (s) of Annual Leave where an existing rostered / schedule already exists in LifeLenz, then this shift will be assumed to be the correct number of hours.</p>	<p>As your manager is best-placed to determine your usually work patterns, your manager will consider your recent clock times, when determining the length of a "time-off or leave shift" (i.e. the start and finish times for a shift), as if you worked that shift applied for.</p>
<p>Leave may be taken in advance of your anniversary by agreement. Your accrued leave balance is available from your manager.</p>	<p>Leave may be requested and approved to be taken in advance of the anniversary, subject to an available accrued balance not exceeding the accrued value of 8% of gross earnings.</p>
<p>If you believe that there are any other factors that should be considered to determine what constitutes a week for you, then please talk to your Restaurant Manager.</p>	<p>If you don't agree with what constitutes a week for you, for example, due to a significant change in your Preferred Working Times, then please raise this as soon as possible so it can be reviewed by Payroll.</p>

14. TERM

This Agreement applies from 1 April 2024 – 31 July 2025.

15. SIGNATORIES

Dated at Auckland the__ day of _____ 2024

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SIGNED FOR AND ON BEHALF OF Antares Restaurant Group Ltd

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SIGNED FOR AND ON BEHALF OF Unite Union