



WENDCO (NZ) LTD AND UNITE UNION INCORPORATED

COLLECTIVE EMPLOYMENT AGREEMENT

23 May 2020 – 22 May 2023

Negotiated by Unite Union and Wendco (NZ) Ltd

INTRODUCTION

These terms and conditions of this Collective Employment Agreement were negotiated by Unite Union Incorporated and Wendco (NZ) Limited. It contains details, undertakings and commitments by the Company and Unite Union.

In addition to the terms and conditions of employment set out in this agreement, the Company has more detailed information, policies, procedures and manuals that will apply.

All policies and procedures are formulated by the Company for the effective operation of the Company, the smooth administration of employment matters, and to maintain a fair and consistent approach to Employees.

During employment with Wendy's, employees agree to the policies, procedures and manuals which will be available to employees when they join the Company and which may be amended from time to time as required. Any other terms required to be observed by legislation will also apply.

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Wendco (NZ) Limited

Collective Employment Agreement

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1. The Parties and Coverage

The parties to this collective employment agreement are:

1.1 Wendco (NZ) Limited, the "Employer" or the "Company"

and

1.2 Unite Incorporated, the "Union"

1.3 This Collective Employment Agreement shall cover employees who are members of Unite Union and are employed by Wendco (NZ) Limited in their restaurants throughout New Zealand. This agreement shall not apply to Restaurant Managers, District Managers or head office positions.

2. Term

2.1 The provisions of this Collective Employment Agreement shall take effect from 23 May 2020 and shall remain in force until 22 May 2023.

3. Location and Transport

3.1 The employee shall work at Wendy's Hamburgers restaurants as agreed to by the parties from time to time.

3.2 The employer shall provide transport or a contribution (according to the IRD rate) towards transport where the employer requires the employee to work at a restaurant in which the employee is not normally employed.

3.3 Shift Supervisors will have a flexible work location. All reasonable efforts will be made to keep the location within a reasonable distance, taking into consideration employee's personal circumstances.

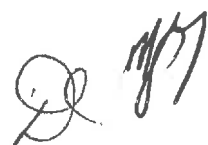
4. Employee's Duties

4.1 Unless prevented by ill health or accident and except during leave allowed by this agreement, the employee shall during the continuance of this agreement:

- a) Diligently, faithfully, and to the best of the employee's abilities at all times, devote the whole of their working hours to carrying out the duties of the position, a list of which is set out in Schedule B and in a manner which will best promote the interests of the company.
- b) From time to time perform other duties within their capabilities in addition to those set out in the Schedule B.

4.2 Job rotation enables employees to experience all aspects of his/her restaurant's operation and provides a well-trained and versatile person who can be assigned to any of the work-stations. Normally during rush periods, employees should be assigned to their best stations so that customers get the best service we can offer. During slow periods, employees may be asked to work other stations to gain greater familiarity and expertise. Employees are entitled to ask the management team to be trained on other positions, and for such requests to not be unreasonably denied.

4.3 In order to comply with food hygiene regulations, employees are required to disclose to the restaurant manager any illness or disease likely to cause food poisoning or which may be harmful to customers or staff (such as vomiting, diarrhoea or any notifiable disease). Employees must not return to work until they receive a clearance from their doctor.



5. Employee Representations

The employee agrees that:

- 5.1 All representations, whether oral or in writing, made by the employee as to qualifications and experience in applying for this position are true and complete.
- 5.2 The employee has not deliberately failed to disclose any matter, which may have materially influenced the employer's decision on whether to employ the employee.
- 5.3 The employee has not made and will not make any contractual commitments, which would conflict with the performance of the employee's obligations under this agreement.

6. Probationary period of employment

- 6.1 The parties agree that when an employee starts their employment it is really important that they are given feedback about their performance so that they can give their best efforts to the job.
- 6.2 In order to ensure that expectations are clarified during the beginning of the employment relationship and that feedback is ongoing, the employee will serve a probationary period of 90 days from the commencement of their employment with the employer.
- 6.3 During this period the employee's performance will be monitored and reviewed by the employer in terms of the skill required of the position, performance and team compatibility. The employer shall take reasonable steps to provide any necessary assistance.
- 6.4 If at any time during the probationary period, the employee fails to demonstrate the required skills and attributes, or if in the employer's reasonable opinion it is inevitable that the employee will fail to meet expectations during the probationary period, the employer may give one week's notice of termination of their employment or payment in lieu of notice. For the avoidance of doubt, the notice period provided in the termination section does not apply to termination in accordance with this clause.
- 6.5 There shall be at least one review of the employee's performance prior to termination during the probationary period. The employee should be given a reasonable amount of time to improve their performance.
- 6.6 In the event that the employer dismisses the employee in accordance with this probationary period, the employer must explain to the employee the reasons for the dismissal.
- 6.7 Nothing in this probationary period clause prevents the employee from terminating the employee's employment without notice in accordance with the termination clause in this agreement.

7. Hours of work and security of hours

- 7.1 The parties intend that this clause complies with section 67C of the Employment Relations Act 2000 and that the working hours arrangements are not intended to create an availability provision pursuant to section 67D

Rosters

- 7.2 The employer operates a roster system. The scheduling of the days of the week on which work is to be performed and the start and finish times of work is flexible, but must be within the employee's Agreed Working Times (7.12).
- 7.3 Rosters are prepared with reference to employee's individual Guaranteed Hours (7.17) for eligible employees and their Agreed Working Times (7.12).

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- 7.4 The following rosters are made available in store or electronically on Tuesday evening:
- a) Confirmed roster for the work period commencing the following Monday to Sunday. Subject to 7.8 below any amendment to the confirmed roster shall require mutual agreement between the Employer and the Employee.
 - b) Proposed roster for the week after the confirmed roster period which may be subject to change.
- 7.5 Employees who wish to temporarily adjust (one off situation for one day) their Agreed Working Time must submit a roster off request via Kronos at least 2 weeks in advance. This may reduce the hours below the guaranteed hours (if applicable) that week. The Employer shall not be required to offer additional hours or top up pay to meet the Guaranteed Hours. If the employee is regularly adjusting the Agreed Working Times, the Company may require the employee to submit a request to change Agreed Working Times / hours, which will be considered following the usual process. If the employee wishes to temporarily increase their Agreed Working Times ie for school holidays, they can volunteer for open shifts on Kronos once the proposed roster is posted.
- 7.6 If employees wish to swap a rostered shift they should only do so via the Kronos app. Both employees must accept the changes in the app for confirmation. This may reduce the hours below the Guaranteed Hours (if applicable) that week and the Employer shall not be required to offer additional hours or top up pay to meet the Guaranteed Hours.
- 7.7 Employees are expected to work confirmed rostered hours (subject to approved leave or unavoidable absence for illness or approved swaps).
- 7.8 In exceptional circumstances the employer may have to cancel a rostered shift. If the employer cancels the shift by providing 48 hours of notice and providing the Guaranteed Hours are met, the employee will not be paid for the shift and will not receive any other compensation. If the employer cancels the shift between 24 and 48 hours before the shift commences the employee will be entitled to cancellation compensation, calculated at pay for 25% of the cancelled shift hours. If the notice period is 24 hours or less the employee will be entitled to cancellation compensation calculated at pay for 50% of the cancelled shift hours. The paid hours shall count towards the employee's Guaranteed Hours for that week. If the cancellation results in the employee not being provided with or paid for the Guaranteed Hours, the employee's pay for the pay period will be topped up to equate to pay for the Guaranteed Hours for that pay period. If both the employer and employee agree that the employee shall not work all or part of a shift the employee will not be paid for those hours not worked.

Minimum Shift Duration

- 7.9 The minimum shift duration is three 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.
- 7.10 Any early shift finish will require mutual agreement between the employer and the employee and where this would mean that the Guaranteed Hours is not reached in any week the Employer shall not be required to offer additional hours or top up pay to meet the Guaranteed Hours. This will be recorded as per Company Policy.
- 7.11 Unless otherwise agreed in writing, all rostered shifts will be continuous. Agreement can be revoked at any time.

Agreed Working Times

- 7.12 Applicants for employment will indicate their available working times as part of their written application for employment. The employer will offer employment based on the working times indicated by the applicant in the application form, and the agreed guaranteed hours (paragraph 7.17). Acceptance of the offer of employment does not occur until the parties have reached an agreement on working times and proposed guaranteed hours, evidenced by a signed Agreed Working Times / Guaranteed Hours form or the employee works a shift for the employer prior to reaching agreement on working times and guaranteed hours.

- 7.13 For employees who are already employed, the Agreed Working Times shall be as currently recorded in writing and held by the company.
- 7.14 If an employee wishes to change Agreed Working Times, the employee must make a request in writing to the Company. That request will be considered in good faith to attempt to reach resolution. Change to Agreed Working Times may only be by mutual agreement. If the employer believes, on reasonable grounds that the employee may no longer be available to work during the Agreed Working Times, the employer may require that the employee confirms their agreed (as held in writing) working times or submits a request to change agreed working times.
- 7.15 Where agreement is reached the change will be recorded in writing.

Guaranteed Hours

- 7.16 New employees will be asked to record a preferred guaranteed hours number.
- 7.17 New employees will record an agreed guaranteed hours number in the Agreed Working Times/Guaranteed hours form
- 7.18 It is agreed that the following provisions (7.18 – 7.22) relating to Guaranteed Hours shall only apply to employees who are Eligible Employees (7.19) at the time the proposed roster is posted.
- 7.19 For the purpose of Guaranteed Hours, 'eligible employee' means a union member who has completed the initial employee training period of 4 weeks.
- 7.20 The Employer will roster eligible employees not less than their Guaranteed Hours in the first proposed roster after the employee becomes eligible, and in each subsequent confirmed roster.
- 7.21 Individual Guaranteed Hours will be calculated on the following basis:
- a) No less than 10 and no more than 40 hours per week.
 - b) If the employee has not worked for the employer for 16 weeks the guaranteed hours will be determined by the agreement between the parties as recorded on the Agreed Working Times/Guarantee Hours form at commencement of employment or the company will use the average hours worked or on approved leave (excluding exceptional hours as defined below) during the prior 12 weeks; whichever is the higher. Where the Agreed Working Times are not the same as they were recorded between the parties at commencement of employment, the employer shall propose the Guaranteed Hours per week and seek to reach an agreement in good faith.
 - c) Where an employee has worked for more than 16 weeks the company will use the average hours worked or on approved leave (excluding exceptional hours as defined below) during the prior 12 weeks (providing agreed working times have not changed).
 - d) For the purpose of calculating average hours during the relevant 12 weeks period, exceptional hours shall exclude
 - Hours in excess of 8 hours paid per day, or hours worked on a sixth day (by lowest hours).
 - Where more hours have been used to cover peak periods or events for a period of time, such as special events and school term holidays (except summer vacation), new restaurant openings and other special projects.
 - Where the employee has been working additional hours to cover the temporary absence of an employee with guaranteed hours.
 - e) If an eligible employee wishes to increase or decrease Guaranteed Hours, the employee must make a request in writing to the Company. That request will be considered in good faith to attempt to reach resolution, and the Company shall take into account regular

working of additional hours by the employee in reaching his/her decision. Change to Guaranteed hours may only be by mutual agreement. Where agreement is reached, the change will be recorded in writing.

Additional hours

- 7.22 Employees will not be rostered outside their Agreed Working Times unless specifically agreed and on a one-off basis.
- 7.23 Additional temporary hours will be offered to all existing crew in a fair manner. If more than one person offers to work the additional hours the crew member who has had the least rostered hours that week will be chosen. Accepting additional hours will not result in a change to the guaranteed hours.
- 7.24 Where additional hours become permanently available, (for example, when a crew member leaves) these hours will be offered electronically to existing crew, before new crew are employed. Managers will take the opportunity to increase the guaranteed hours number of existing staff if that number is below the preferred guaranteed hours number that they have indicated. The employer shall determine whether permanent hours are available and when hours are available based on the needs of the business and minimum staffing requirements and this provision is not intended to restrain the employer from recruiting new employees to ensure sufficient cover. Longer serving crew will have preference dependent on skill level, and agreed working times and subject to a maximum of 40 hours per week.

Reduction in hours

- 7.25 On occasion should there be a business need to reduce hours in store, this reduction as far as practicable will be uniformly applied. This includes but is not limited to the following:

Where there is a significant variation in customer demand or where there is a downturn in sales or reduction in labour requirement:

- Competitor openings
- An extraordinary marked and sustained downturn in sales
- Where a pattern of trade has not yet been established
- Extreme events for example earthquakes, weather-related events, building damage, unforeseen and prolonged road work
- change to trading hours

- 7.26 Where a reduction of store hours / guaranteed hours is required, the company may consult with the affected employees and seek to agree a reduction.
- 7.27 The process for reduction in hours of any employees shall not prevent Wendy's Hamburgers from declaring redundancies if in its' sole opinion there is a need to reduce the number of employees employed in a particular restaurant.

Concern about hours

- 7.28 If the employee has any concerns about their hours, they should raise this in the first instance with the restaurant manager and then the district manager if resolution is not achieved. If the matter is not resolved within a reasonable timeframe, human resources will investigate.

8. Rest Breaks

- 8.1 The timings of rest breaks and meal breaks can be flexible and can follow any arrangement agreed between the employer and the Union Member. If an agreement cannot be reached, the rest of the meal breaks are to be spread evenly throughout the work period, where reasonable and practicable. After 8 hours breaks will be given as if a new shift has begun.
- 8.2 Should the meal break be interrupted for work reasons, the Union Member may extend his/her break by the period of the interruption.

8.3 The Union Member is entitled to the following breaks:

BREAK SCHEDULE	
2-4 hours	15 min paid break
4.01 – 6 hours	30 minute unpaid and 15 minute paid break
6.01 – 8 hours	30 minute unpaid break plus two 15 minute paid breaks
8.01-10 hours	30 minute unpaid break plus three 15 minute paid breaks

8.4 In exceptional circumstances where a Union Member is unable to take a rest break due to work demands, and if there is agreement between the employer and the Union Member, the Union Member may elect to either:

- a) Leave their shift early with the agreement of the Restaurant Manager (for the equivalent time period of the missed break period). If the missed break was a paid break they will be paid for this time period or any portion of any break time period missed.

OR (in the case of missed paid breaks only)

- b) Request the Restaurant Manager or Restaurant General Manager amend the time sheet record of the Union Member to add the time or any portion of any break time period missed to the actual clock out time

8.5 It shall be the employee's obligation to clock in and out correctly for breaks. The employee should raise any concerns they have about breaks or payment for breaks in a timely manner using the Kronos App.

8.6 Where eligible for a 30 minute meal break, Union Members are entitled to a 50% discount off the single item price displayed in the restaurant excluding pre-packaged items and "Mates Rates" deals. Meals are supplied and consumed in accordance with the Company's Meal Policy.

8.7 Union Members will be provided with tea, coffee and tap water in all breaks

9 Remuneration

9.1 Union Members will receive the wages specified in Schedule A.

9.2 No wages will be paid until the Company receives the employee's timesheet completed with the hours worked. These are completed through signing on and off the register system.

9.3 Wages will be paid weekly on Friday (or the previous working day when affected by public holidays) for work undertaken in the previous week for which completed timesheets have been received. This payment will be via direct credit transfer to a bank account nominated by the employee.

9.4 Union Members wage rates will increase by the increments set out in Schedule A.

9.5 Except in special circumstances, or unless otherwise agreed, no Union Member shall be scheduled to work without a break of 9 hours between the end of work started on one day and the start of work on the following day.

9.6 The Supervisor Allowance is to be paid to any Shift Supervisor for any time they are rostered to run shift in the absence of any Manager and assumes full Manager responsibilities.

10 Uniforms/Standard of Dress

10.1 The employee acknowledges the appearance and standards of dress are of vital importance to the Company, its business, and its reputation.

10.2 The employee is required to wear a uniform determined and supplied by the Company and as the employer intends it to be worn.

- 10.3 The employee is responsible for the laundering of the uniforms and correct trouser length.
- 10.4 The employee is to provide his/her own shoes and socks in accordance with the Company's Dress Policy.
- 10.5 On termination, the employee shall return his/her uniform. Failure to return the uniform will result in a deduction from the Employee's final pay. This will be at the full uniform cost.
- 10.6 The employee will comply with the Company's Dress Policy.

11 Pay Reviews

- 11.1 Minimum rates and allowances payable to Union Members are in the Schedule A and form part of this agreement.
- 11.2 Training will take place as outlined in the Crew Development Manual (CDM). Training is vital to a safe, healthy and well-functioning restaurant and the employer and employee acknowledge that training should be provided by the employer and completed by the employee as soon as reasonably practicable.
- 11.3 CDM training will be available to all Crew from the commencement of employment.
- 11.4 CDM training is completed by filling out the CDM manual and having each position verified by a training Manager. Once all positions are completed and verified by support office, Union members will receive a pay increase as outlined in Schedule A of this agreement. Payment will be backdated to the date CDM training was completed.
- 11.5 All training is to be completed during paid work hours whilst on shift and adequate time will be set aside for the employee to complete training as soon as reasonably practicable.
- 11.6 If the employee has a concern about their progress or completion of the CDM. The employee must raise their concern with the District Manager or with HR, who will respond within 7 days.
- 11.7 CDM training should be completed within the following time frames:
- Average of 25 hours or more per week -6 months or earlier
 - Average of between 10-24 hours per week -12 months or earlier
- 11.8 If this has not happened a discussion will be held between the manager and crew member on steps needed to complete the training and a timetable agreed to achieve that within an agreed timeframe. A continued failure will be notified to the union.

12 Holidays

- 12.1 Employees are entitled to four weeks annual leave after each anniversary of their employment.
- 12.2 Annual holiday entitlement (based on what constitutes a week for the employee) will be determined in accordance with the Holidays Act 2003.
- 12.3 All Annual Leave is paid at the greater of Ordinary Weekly Pay or Average Weekly Earnings.

13 Work on Public Holidays

- 13.1 Employees are only required to work on a public holiday if they have volunteered to work and have been rostered to work on a public holiday. An employee volunteers to work on a public holiday by recording their name on the Volunteer Sheet which will be posted in the crew room or electronically at least one week prior to the proposed roster.
- 13.2 If an employee works on any part of a public holiday, then the employer will pay the employee the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again (time and a half).

- 13.3 An employee is entitled to an alternative holiday if the employee works on any part of a public holiday and the public holiday falls on a day that would otherwise be a working day for the employee. Entitlement to alternative holidays will be determined in accordance with the Holidays Act 2003.
- 13.4 If an employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer will pay the employee the employee average daily pay for that day.
- 13.5 Public Holidays are set out by the Holidays Act 2003 and include: Christmas Day, Boxing Day, New Year's Day and the 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Queens Birthday, Waitangi Day, Matariki and the Anniversary in the province which the employee lives.
- 14 Sick Leave**
- 14.1 After 6 months' continuous employment the employee shall be entitled in each subsequent year of service to sick leave for up to 10 days calculated at the employee's relevant daily pay. Sick leave may be taken in the following circumstances:
- a) When an employee is sick or injured; or
 - b) When the spouse of the employee is sick or injured; or
 - c) When a dependent child or dependent parent of the employee or of the employee's spouse is sick or injured.
- 14.2 Unused sick leave can be accumulated to a total of 20 days.
- 14.3 Unused sick leave, including accumulated sick leave, is not paid by the employer if the employment ends.
- 14.4 The employer may require the employee to produce proof of sickness or injury for sick leave taken under section 65 of the Holidays Act 2003 if the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.
- 14.5 The employer may require proof of sickness or injury within 3 consecutive calendar days if the employer –
- has reasonable grounds to suspect that the sick leave being taken by the employee is not genuine because none of the grounds in 14.1 are met; and
 - informs the employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required; and
 - agrees to meet the employee's reasonable expenses in obtaining the proof.
- 14.6 Where a medical certificate has been requested in accordance with clause 14.5 of the Collective Agreement, the employer shall reimburse the employee within 7 calendar days of receiving the receipt.
- 14.7 Payment for the leave may be withheld from the employee until proof of sickness or injury is produced by the employee.
- 14.8 If annual holidays have started or about to start and the employee becomes ill, the employee may take sick leave as a result.
- 14.9 If sick leave is exhausted, the employer may allow the employee to take annual holiday entitlements if any entitlement is available.
- 14.10 The employee shall ensure notice is given to the Company as soon as practicable on the first day of absence due to illness.



- 14.11 The employer may require an employee to establish that there are no relevant health and safety reasons or hygiene reasons that would prevent the employee from working.

15 Bereavement Leave

- 15.1 The employee is entitled to 3 days bereavement leave where the bereavement results from the death of the employee's spouse, parent, child, brother, sister, grandparent, father in law and mother in law.
- 15.2 The employee is entitled, to 1 day's bereavement leave where the bereavement results from the death of any other person only in agreement with the employer where the employer will take into account:
- The closeness of the relationship or association between the employee and the deceased.
 - Whether the employee may have any responsibility for the arrangements for the ceremony.
 - Any cultural responsibilities the employee has in relation to the death.
- 15.3 Spouse includes defacto or same sex partner.
- 15.4 Employees can apply for bereavement leave in respect of each bereavement suffered.
- 15.5 The employee agrees to complete the employer's bereavement application form in respect of each bereavement and when requested to do so.
- 15.6 If annual holidays have started or about to start and the employee suffers a bereavement then the employer must allow the employee to take the period related to the bereavement as bereavement leave rather than annual leave.
- 15.7 If bereavement leave is exhausted (that is the 3 or 1 days leave for that particular bereavement) the employer may allow the employee to take annual holiday entitlements if any are available.
- 15.8 Employees are to notify the employer of the need to take bereavement leave in advance where possible, and as soon as possible.

16 Parental Leave

- 16.1 Parental Leave will be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 ('PLEPA')
- 16.2 Parental Leave includes the following types of leave, which shall be available and taken in accordance with the PLEPA:
- Primary carer leave - up to 22 weeks for the primary carer, at the time of the birth or adoption.
 - Partner's leave - up to two weeks leave for the partner around the time of the birth or adoption.
 - Extended leave - up to a total of 52 weeks leave which can be taken by either partner or shared by both.
- 16.3 All parental leave provided under the PLEPA is unpaid. Paid Parental leave can be applied for through the Inland Revenue Department.
- 16.4 Employees are requested to send their application for unpaid leave to the Company in writing at least three months prior to the date that baby is due.

17 Medical Examinations

- 17.1 The employer may at its expense require an employee to undergo a medical examination by a registered doctor (which in exceptional circumstances, where a specialist assessment is required, may be chosen by the employer after the employer has considered the employee's wishes in respect to the doctor) and a copy of the medical report produced shall be available to both parties. The employer may exercise this right for the purposes of (amongst other things):
- determining whether employment should be terminated for incapacity;
 - assessing an employee's fitness for work or return to work.

18 Health and Safety

- 18.1 The Company is concerned to ensure the safety of employees at work and avoidance of personal injury is a primary duty. Accidents and injuries can be prevented, to this end employees are required to participate in restaurant safety programs, and are responsible for knowing and following the safety and health rules applicable.
- 18.2 Employees will be provided with protective clothing and safety equipment appropriate to the working conditions and these must be worn.
- 18.3 Any working accident must be promptly reported to the restaurant manager and the accident recorded in the accident/incident record in the restaurant, on the day of the accident. Where an accident is not reported, the restaurant may not accept any liability for payments relating to absence or arising from the accident.
- 18.4 Appropriate first aid emergency kits will be provided and maintained and kept in convenient places for use in case of accident
- 18.5 The Company will comply with the provisions of all applicable legislation. Employees are also required to comply with relevant legislation and safety rules. Employees may be subject to disciplinary action for breaches of health and safety policy. Employees should be aware that significant penalties may be imposed if they or the restaurant is prosecuted for breaches of health and safety law.
- 18.6 In accordance with the Health and Safety at Work Act 2015 the employer will facilitate the election of Health and Safety Representatives for each work group. The employer shall notify the Union two weeks in advance of the nominations closing. Each store shall constitute at least one work group.
- 18.7 Each employee representative shall be entitled to a minimum of two days paid leave each year to attend Health and Safety training courses.

19 Suspension

- 19.1 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. For the purposes of this clause 'pay' entitlement shall be calculated using relevant daily pay.
- 19.2 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) or unreasonable delay by the employee, the suspension may continue without pay.
- 19.3 Where an 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.

20 Termination

- 20.1 Either party may terminate employment upon the written notice set out in Schedule A. The employer may terminate without notice in the event of serious misconduct.

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- 20.2 Where either party terminates employment under this clause the Company may elect to pay wages in lieu of notice.

Where an employee fails to provide the agreed notice, 2 shifts, calculated on the basis of the employee's average hours per shift over the last eight weeks, will be deducted from final pay as compensation for costs incurred. This is a genuine pre estimate of the costs/losses caused by an employee's failure to give the required notice including administration costs for arranging cover and loss of customer service by being short staffed.

- 20.3 Employees hereby provide written consent to the deduction of sums from the employee's final pay to recover an overpayment, or other sum that may be owed to the employer under the employment relationship. The employer shall not make a deduction without first consulting the employee.

21 Redundancy

- 21.1 If a Union Member's position is made redundant he/she will be entitled to compensation at the higher of the weekly average earnings over 4 weeks or 52 weeks on the following basis:

Notice provided	Amount of compensation
28 days notice or more	0 week's pay
Less than 28 days notice	1 week's pay
Less than 21 days notice	2 week's pay
Less than 14 days notice	3 week's pay
Less than 7 days notice	4 week's pay

22 Employee Protection Provision

- 22.1 In the event of the sale, transfer, merger, or reconstruction of all or part of the Company resulting in Union Members' employment being terminated and the Union Members are offered employment with the purchaser or any party to the sale, merger, transfer, or reconstruction on terms and conditions which are generally no less favourable than existing terms and conditions, the employer will be under no obligation to provide the Union Members with any form of redundancy or other compensation. The employer will consult with affected employees and the Union regarding the proposed sale, transfer or restructuring.
- 22.2 In the event of a redundancy there is no compensation payable to the Union Member except in accordance with clause 21.

23 Termination on Medical Grounds

- 23.1 The Company may terminate an employee, by giving such notice to the employee as the Company deems appropriate in the circumstances, if as a result of mental or physical illness the employee is rendered incapable of the proper ongoing performance of their duties under this agreement.
- 23.2 The employer may request that an employee undergo an appropriate medical assessment by a medical practitioner nominated by the employer at the employer's expense. The employee acknowledges that they have the right to refuse to undergo such an assessment. Such refusal is likely to mean the employer may make an assessment based only on other information available to them.

24 Employee's responsibilities on termination

- 24.1 On the termination of employment for whatever reason the employee shall immediately deliver to the Company documents, letters, papers, keys and other material of every description (including all copies of or extracts from the same) within the employee's possession or control relating to the affairs and business of or belonging to the Company.

25 Conduct

- 25.1 The employee shall be bound by, and adhere to, the Company's code of conduct, as set out in its Company Policy, Crew rules, and all lawful and proper instructions given by or on behalf of the Company. If there is any conflict between any of the terms of this agreement and any

of the sources of authority, or between any of such sources, the following order of priority shall apply:

- the terms of this agreement;
- the Company Policy;
- the Crew rules; and
- such instruction as may have been given.

25.2 At or about the commencement of the employment the Company shall ensure the employee is provided with access to a copy of the Company Policy and a copy of the Crew rules and is given an opportunity to read these documents.

25.3 If, and to the extent that, any amendment to the staff manual or office rules alters any provision of the code of conduct, such amendment shall not be operative until it has first been brought to the employee's notice. This is the responsibility of the Company.

26 Serious Misconduct

26.1 The following are some of the offences that constitute **serious misconduct** and may give rise to summary dismissal:

- misuse of Customer/Staff/Company credit or eftpos cards
- smoking or vaping inside the store, including kitchen, backroom and compactor area
- unauthorised possession of property, money, information, or intellectual property belonging to or under the control of the employer;
- possession or use of the property of other employees or customers without the owner's permission;
- refusal to undertake reasonable duties of the employee's position, or to carry out any proper and lawful instruction given by the employee's manager or any other person acting with the authority of the employer;
- physical violence or the use of offensive language against any person on the employer's premises, or at a workplace where the employees work;
- racial, sexual, or other improper harassment of any other employee or of any customer;
- being so intoxicated at work (whether drugs or alcohol) that proper performance of duties is prevented (whether of the individual or of any other employee);
- deliberate use of an authorised password to enter or attempt to enter a computer or cash register containing information the employee is not entitled to access;
- tampering, interfering or otherwise modifying a computer or cash register, which represents a threat to security;
- interfering with safety equipment or otherwise acting in a manner that threatens safety, health or hygiene in the workplace or behaving in a manner that hinders the safe and proper performance of the duties of other employees;
- falsification of time sheets, attendance records, or other special payment records, or any other actions that could result in a payment to which an employee is not entitled;
- abuse of sick, bereavement or annual leave;
- misuse of coupons, discounts, gift certificates, voids or failure to ring in sales;

- giving free food/drink or any other item owned by the company, to friends , relatives or employees;
- breach of the Company's email / internet policy

26.2 The following are acts or omissions that can, after the appropriate warnings in accordance with clause 27, lead to dismissal:

- persistent failure to achieve performance standards;
- unauthorised gambling on the employer's premises;
- disrupting the workplace by acts of undesirable behaviour or horseplay and disrupting other employees from carrying out their duties;
- unauthorised absence from duty;
- failure to comply with the employer's policy on smoking in the workplace;
- any act or omission that, while not being serious misconduct, has a significant effect on the employee's ability to carry out their duties;
- any other act or omission that, while not specifically covered by the foregoing classes of misconduct, is of a similar nature.

27 Warning procedure

27.1 Where the employee's act or omission is established to be misconduct within any of the categories referred to in clause 26.1, and/or of the staff Crew manual the following warning procedure is to be followed:

(a) Except in the case of a serious breach, the employer will provide coaching to the employee to address the conduct or performance of concern, and this will be evidenced with a coaching record, recording the concern and required corrective action. The Company's aim with coaching is to solve the problem and therefore make a more effective employee as a result.

(b) Repetition of previous concern or serious concern – First Warning

A verbal warning will be given by the Manager. A written record of this warning shall be kept which shall include:

- a statement of the problem;
- identification of any rule that has been broken;
- any consequences that resulted from the breach;
- the corrective action required of the employee;
- the proposed action by the employer, failing corrective action.

(c) Second offence - Final Warning

A written warning shall be given. The warning shall include:

- a statement of the problem;
- identification of any rule that has been broken;
- any consequences that resulted from the breach;
- the corrective action required of the employee;

- the proposed action by the employer, failing corrective action; and
- a reference to the previous verbal warning(s) and the date(s) given.

(d) Third Offence

Dismissal notice at the sole option of the Company.

- (e) All warnings shall expire after six months and on the day of month on which the warning was issued except where the employer has concluded that the employee has committed serious misconduct and as an alternative to dismissal, the employer may issue a final written warning which shall expire after 12 months

- (f) Notwithstanding the procedures referred to in this clause the employee shall retain the right to invoke the personal grievance procedure contained in the Employment Relations Act 2000 and referred to in this agreement.

27.2 The employee will be informed that he/she may have a Union representative or witness present at any time during the disciplinary process.

28 Abandonment of employment

28.1 If the employee is absent from work without notification to the employer for more than two consecutive working days, and without good cause, the employee will be deemed to have abandoned their employment. The employer will make all reasonable efforts to contact the employee. The agreement of employment of that employee shall terminate accordingly on the expiry of the second working day or on the expiry of such further period of grace as the employer in their discretion may allow.

29 Employment problems

29.1 Resolving employment relationship problems

The Company commits to providing a fair workplace for employees. At times employees may have concerns about their employment and how they are being treated.

If the Company and the employee cannot resolve matters between them the employee can get outside help. The services outlined below are available to help with the resolution of employment relationship problems.

29.2 What is an employment relationship problem?

An employment relationship problem includes taking a personal grievance, a dispute or any other problem relating to your employment relationship with the company. If an employee has a personal grievance they have 90 days in which to raise it with the Company.

29.3 Who can help employees with employment relationship problems?

Within your workplace you can contact:

- Your human resources person at Support Office using the Speak Out process or telephone (09 834 3808).

Outside your workplace you can contact:

- Unite Union. You can contact Unite Union by calling 0800 2 UNITE.
- Ministry of Business, Innovation and Employment (MBIE) - www.employment.govt.nz or 0800 20 90 20.
- Your representative, advocate, or lawyer.

Mediation Services

If the Company and an employee cannot resolve an employment relationship problem between them then either or both can ask for help from MBIE. MBIE provides mediation services that may include

- information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

If the Company and an employee cannot solve a problem at mediation the employee may refer it to the Employment Relations Authority.

30 Confidentiality

30.1 In this agreement "confidential information" means all confidential information which is not in the public domain and which is reasonably regarded by the Company as confidential to it, which an employee becomes aware of in the course of carrying out this agreement including, but not limited to:

- (a) Trade secrets;
- (b) Confidential business and technical information;
- (c) Business methods and management systems;
- (d) Detailed information and records relating to customers, suppliers and staff and parties with whom the Company deals commercially;
- (e) Strategic information relating to marketing, advertising or any other aspect of business;
- (f) Computer software and data;
- (g) Know-how not generally known to the public.

30.2 The employee agrees that he or she will hold all confidential information in confidence and will not without the written consent of the Company directly or indirectly at any time during this agreement or following their termination (for so long as the information continues to be confidential information):

- (a) Use any confidential information;
- (b) Disclose any confidential information to any person, firm, company or entity;
- (c) Copy any material containing confidential information for personal use or for use by any other authorised person, firm, company or entity; other than to the extent necessary to carry out this agreement.

30.3 Any breach of any of the above confidentiality clauses will be treated as serious misconduct on the part of the Employee.

31 Secondary employment and potential conflict

31.1 During the period of the employment, if the employee commences secondary employment that impacts upon the employee's availability for work for the Company, the employee shall apply to change Agreed Working Times as per clause 7.12.

Handwritten signature and initials, possibly 'MPY', in the bottom right corner of the page.

32 Intellectual Property Rights

- 32.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by the employee during the employee's employment relating to the business of the Company capable of being used or adapted for use by the Company, must immediately be disclosed to the Company and shall be the absolute property of the Company.

33 Deductions

- 33.1 The employee consents to the Company deducting any over-payments, outstanding debts or money owed to it by the employee from the employee's pay including final pay and holiday pay. The employer will consult with the employee prior to any deduction being made.

34 No smoking or Vaping

- 34.1 The employee agrees to comply with the Company's no smoking and vaping policy.

35 Employer will make available a secure area

- 35.1 Employees are advised not to bring items of value to work. Small items can be locked into the Managers office, which will be kept locked when not in use. Employee's personal belongings are not insured whilst on the premises and the employer will not be responsible for loss or damage.

36 ACC

- 36.1 All work-related accidents are covered by the Accident Compensation Act 2001. For the purposes of the Company's obligations under that Act, and to ACC, the employee agrees to disclose the following:
- (a) Information requested by ACC to enable the Company to meet its ACC obligations;
 - (b) Information requested by the Company to enable it to carry out a workplace risk assessment.
- 36.2 The information requested will only be used for the purpose of satisfying the Company's obligations under the Act and to ACC.

37 Equal Employment Opportunities

- 37.1 The Company believes in providing fair and equal opportunities to all staff. The Company will take all measures to ensure that staff are not discriminated against in their employment on the basis of their colour, race, ethnic or national origins, sex, marital status, religious or ethical belief or involvement in the activities of the Union.

38 Harassment

- 38.1 Harassment is conduct towards any person which is unwelcome or offensive to that person. It includes, but is not limited to, harassment of a sexual and racial nature. The Company's sexual and other harassment policy is found in the Company Policy Manual.
- 38.2 The Company will not tolerate harassment of any description. If the employee engages in harassment the employee shall be subject to disciplinary action, which may include dismissal.

39 Company Rules and Policies

- 39.1 The employee shall comply with all company rules and policies as notified by the Company from time to time. The Company will keep the employee informed of any change to such rules and policies.

40 Variations and Waivers

- 40.1 Any variation to this agreement, or any waiver of any clause in this agreement, must be mutually agreed to by both parties to this agreement and recorded in writing.

41 Union Provisions

- 41.1 Access: The Union shall be granted access to Wendy's Restaurants in accordance with sections 19 to 25 of the Employment Relations Act 2000, its amendments and protocols agreed between the employer and Unite Union. The employer will enable organisers and delegates to use crew noticeboards to post Union posters and organisers cards. Poster size should be limited to A3. Content of the Union communications made through the noticeboards will not denigrate the employer or the brand.

- 41.2 Communication: The Company accepts the rights of the Union to communicate with members. The Union accepts that any communication should be fair and factual and will not include matters that are derogatory to the Company.

In addition to the above, any Union material that Unite wishes to display in restaurants shall be reviewed for suitability by the Company prior to display. Suitability will be considered on the basis that the material is fair and factual and not derogatory of the company, and that it is not likely to mislead

The Company shall respond promptly to any request for approval of material. If there is no response within two working days the materials shall be deemed approved. On approval of any Union materials, Wendco will inform the restaurants that approval has been provided.

- 41.3 Deductions: The employer shall deduct and remit Union fees weekly. Deductions shall be paid to Unite Union by direct credit with an identifying reference. The employer shall forward on a monthly basis via email or post the names and addresses of the employees for whom deductions have been made, the value of the deduction, the termination date of any employees who have left the organisation and the details of any members who have left the organisation and the details of the period covered by remittance.
- 41.4 Union meetings: Unite Union shall arrange and have approved by the employer four paid hours per annum for Union meetings. 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 names of members that attend the meeting and advise the duration of the meeting. This clause is in accordance with Section 26 of the Employment Relations Act 2000.
- 41.5 Delegates: The employer recognises that the delegates of Unite Union are authorised representatives of Unite 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 delegates to discuss work related matters upon request. As part of reasonable access, authorised Unite delegates who are not on shift may formally consult with employees outside of the hours 11.30am-2pm and 5.30-8.00pm, providing they have mutual agreement from the Manager running the shift. These consultations should be conducted in an efficient manner, and should take less than approximately five minutes. Such consultations should be used to consult with new employees and also with Union members who have employment problems that have been addressed with managers in the first instance. Employees should not be consulted with more than once per week unless there are special circumstances.
- 41.6 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. 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 Unite Union shall notify the employer of the maximum number of employment relations education leave days, and the details of the

calculation. Unite shall advise the employer of which employees are to attend the leave, and are to do this not later than 14 days before the first day of such leave. The employer shall not refuse an eligible employee from taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the organisation's business.

- 41.7 All new employees will be given (electronically) an agreed introduction to the Union form with an option to join the Union and the collective agreement automatically. Any worker who indicates they wish to join the Union on this form will be treated as a Union member from that day and Union fees deducted from the following pay week. The relevant details (including email and phone number) of those that become members will be provided to the Union at the time the employee completes this form. The Union will provide the employer with the introduction to the union form.
- 41.8 At the end of 30 days an agreed employee choice form will be given to all employees to indicate if they wish to continue on an individual employment agreement or join the union and the collective agreement. Any worker who indicates they wish to join the union on this form will be treated as a union member from that day and union fees deducted from the following pay week. The workers name, store and contact details (including email and phone number) will be forwarded to the union immediately.
- 41.9 The employer or their representatives shall not do anything to discourage an employee from becoming or remaining a member of the Union.

42 Savings Clause

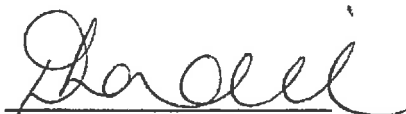
- 42.1 Where an existing employee is entitled to individual terms of benefits over and above the terms of the collective agreement, those benefits shall be preserved and shall prevail over the terms of this collective in the event of conflict.

43 Force Majeure

- 43.1 In the event of a natural disaster, workplace fire, flood or other similar major event beyond the employer's control, which results in the closure of a restaurant for a period anticipated to be more than a month, the employer shall be entitled to stand the employees down, without payment for rostered shifts. The employer will endeavour to offer employees shifts at alternative stores, and will permit the employee to utilise annual leave entitlement.

44 Completeness

- 44.1 Subject to Wendco (NZ) Limited's policies and procedures and subject to the documents listed below this agreement is a complete record of all the terms of employment. The documents are:
- (a) 'Procedures for Unite Union to access Wendy's employees'
 - (b) Job description (as occasionally altered).
 - (c) Operations manual, Crew Policies, Company Policies together with any amendments or revisions, to the extent that is applicable to the employee.



Danielle Lendich
WENDCO (NZ) LIMITED



Mike Treen
UNITE UNION INCORPORATED



SCHEDULE A

Remuneration: the following rates shall apply to Union members only.

CREW	1 April 2021	1 April 2022	1 April 2023
Crew Start Rate	\$20.10	NMW +10c	NMW+10c
Crew CDM	\$20.50	Crew start rate +40cents	Crew start rate +40cents
Crew CDM 12 months	\$20.75	Crew CDM +25 cents	Crew CDM rate +25cents

SHIFT SUPERVISOR	1 April 2021	1 April 2022	1 April 2023
SSIT	\$21.00	NMW+90 cents	NMW +90 cents
SS	\$21.25	SSIT rate +25c	SSIT rate +25c
1 year of being SS	\$21.50	SS Rates +25c	SS rate +25c
Sole Charge Allowance	.50	\$.50	\$.50

All remuneration will be paid weekly by direct credit into the Employee's nominated bank account.

Hours of work: Normal hours are between 06.00 am and 04.00 am Monday to Sunday.

Notice: Crew: Two weeks' notice is required. Once terminated you may not reapply for a position at Wendy's for 5 weeks.

Shift Supervisor: Four weeks' notice is required. Once terminated you may not reapply for a position at Wendy's for 5 weeks.



WENDCO (NZ) LTD

POSITION DESCRIPTION

Title: Crew
Reporting to: Operations Leader

STATEMENT OF PURPOSE:

Utilizing knowledge of positional skills, food safety, customer service and courtesy, health and safety procedures and all Wendy's policies and procedures; the crew member position is responsible for providing quality products and quick friendly service in a clean and safe environment to each and every customer.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL FUNCTIONS:

The essential functions of the various crew member positions within are outlined below. In most cases, it is desirable for a crew member to be crossed trained in all positions.

Each position does not exist in every restaurant and sales volume dictates which position will be used and for how long on each shift. Immediately before and after peak volume periods and during all "slow periods", it is customary for crew members to "bump and slide" in positions that do not compromise food safety. This process simply means during certain periods, a crew member will work several positions within a short period of time while adhering to food safety standards.

Delivering quality food orders within specified service time goals is fundamental to the nature of Wendy's business. Each Employee must be able to execute his/her position with a speed sufficient to contribute to the overall goals and objectives of the Restaurant.

POSITION ACCOUNTABILITES:

All positions should be maintained at rush readiness standards through re-stocking and cleaning the immediate area during service breaks.

RUNNER/LINE COORDINATOR

These positions are responsible for seeing that all orders, whether for the Dining Room, Delivery or Pick up Window (PUW), are assembled correctly within the stated time goals for the specific restaurant. On the front service line, the line coordinator/runner must be able to:

1. Assist the register operator with filling orders.
2. Must know proper serving and bagging procedures and be able to bag all "to go" and delivery orders.
3. Deliver food to tables quickly.
4. Thank each customer as they receive their completed order.

At the PUW line, the runner/line coordinator must be able to perform all the tasks listed above, as well as:

1. Make sure each bagged order is complete, with the receipt placed in the bag after the order is completed.
2. Keep bagged orders separated at the window to prevent the wrong order from going out the window.

Must be able to reach the condiment stand which is 1.2m from the floor and at a depth of 91cm.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

Must be able to read orders from computer screen or receipt.

Must be able to speak good English to converse and deal with customer in a friendly courteous manner.

TABLE SERVICE/DINING ROOM

Customer courtesy is a must with the order table service/dining room person. This person is around the dining room customers during their entire visit. The first responsibility of the table service/dining room position is collating and delivering the orders of customers to their tables or collating orders for delivery.

The second responsibility of the order taker/dining room person is to assist any customer(s) requiring any type of special assistance (i.e. moving a table opening a door and helping set-up high chairs).

This person is responsible for properly cleaning trays and returning them to the service line. Trays are to be carried in stacks of 12-15 that have a weight of 2.3 - 4.5kg.

The dining room responsibilities include such things as:

1. Cleaning tables and chairs after each use.
2. Using the hand held carpet sweeper as needed.
3. Realigning tables and chairs as necessary.
4. Spot cleaning all glass windows and doors.
5. Maintaining the cleanliness of the rest rooms.

The condiment stand is also maintained by the table service/dining room person. If the ketchup pump becomes empty, the dining room person must take it to the back room to be replenished. Additional stock for the condiment stand must also be taken from the back room to the condiment stand by the table service/dining room person.

Must be able to reach the condiment stand which is 1.2m from the floor and at a depth of 91cm.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

Must be able to read orders from computer screen or receipt.

Must be able to speak good English to converse and deal with customer in a friendly courteous manner.

GRILL

Must be able to press meat to the correct size specification. This person is also responsible for a visual check of all cooked products on the grill to see that proper quality standards are maintained.

Must be able to turn and press meat patties on a grill surface that is 91cm off the floor. The grill with attached grill board on the front, reaches a depth of up to 1.2m and the operator must be able to reach the back.

The grill operator may cook grilled chicken and bacon and may hand a wrapped baked potato to the sandwich maker. May drop chicken using a disposable glove.

Must be able to water clean the grill surface and maintain overall cleanliness of the area.

Must be able to determine the customer's order from a video monitor at each service line, or in some cases from a speaker system (headset).

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

FRIES/NUGGETS

Must be able to determine the customer's order from a video monitor at each service line, or in some cases from a speaker system (headset).

Portions and serves fries and nuggets to both service lines in a hot environment.

Goes to the walk-in cooler periodically during each shift to get fries and nuggets.

Must be able to cook fries, then using both hands, pick up the fry basket out of the shortening, hold it stationary for 5 seconds to allow the fries to drain and then empty them into the fry bin.



Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

SANDWICHES

Must be able to determine the customer's order from a video monitor, or in some cases from a speaker system (headset) at Pick up Window (PUW). Must be able to learn and memorise sandwich builds.

Must wear disposable vinyl gloves while working in sandwich position.

Retrieves product from the warmer cabinets located over the sandwich station at a height of 180cm approximately

Must be able to reach the back of the sandwich station, with the sandwich board on the front, reaches a depth of up to 1.2m. Must be able to reach up to toast buns.

Retrieves condiment pans from the walk in chiller in order to replenish the station throughout the shift. At the sandwich station, must also prepare baked potatoes to order.

Must have good understanding of English.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

DRINKS

The drink person must be able to receive the customer's order from either the video monitor or from a speaker system (headset).

Must portion and serve cold drinks. Must prepare and serve all hot beverages.

It is necessary for this person to replenish the ice in the ice bin several times during a shift. A bucket of ice weighs approximately 7kg and must be carried from the ice machine in the back room of the store to the service line ice bins.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

REGISTER OPERATOR

The Register operator responsibilities include such things as:

1. Greeting customer(s).
2. Accurately entering the customer(s) order into the Point of Sale (register)
3. Suggesting additional items for customer(s) meal (i.e. upsize)
4. Thanking customer(s).

The register operator must complete the transaction with the customer.

During non-rush, the register operator must perform other duties. The register operator may prepare the drinks for the order, and in many cases must assist with collating the order

If the register operator is assigned to the Pick-Up Window, must be able to make all of the above transactions through the window with the customer in the car. The reach to the car is normally 1.2m from the window.

At the Pick-Up Window, the register operator must be able to carry on a two-way conversation with the customer using a headset system. Must be able to speak good English and multi task.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.



OPENING RESPONSIBILITIES

Must get case of lettuce (weight up to 23kg. and in a box approximately 91 cm long and 60cm wide) from the walk-in cooler, place on utility cart and move to prep area.

In lettuce preparation, safe operation of "Silver King Kutlett" (used to chop lettuce) requires two hands.

Return sandwich lettuce, in 20 litres buckets or clear pans to the walk-in cooler (requires lifting).
To safely slice tomatoes, slicer locks onto the prep table. Operation requires 2 hands.

May use a serrated knife to prepare various sandwich toppings and salad products.

To cook bacon a person must be able to reach to the back of the grill which is 91 cm. from the floor, and reaches a depth of 1.2m.

Must be able to move freely through landscaped areas and over curbs to pick up rubbish and pull weeds. Some locations may also require the use of a stepladder.

Pull products from freezer and/or walk-in cooler, may include chilli, meat, fries, frosty and chicken products.

Chilli must be placed on a stove in double boiler fashion. The stove is approximately 91cm. off the floor and has a depth of 1.2m that a person must be able to reach. A full pot of chilli weighs approximately 15kg; this must be lifted into the bottom of the double boiler which would already be on the stove.

Must be able to lift cooked chilli from the stove and carry to the sink (approximately 91cm. above floor); pour chilli into a full sized pan resting in the sink compartment; then carry chilli to service line to be placed in one of the heated wells.

Must be able to clean and sanitize dirty dishes and place them in an appropriate place on shelves. To reach higher shelves, a person may need to stand on a step stool.

Trash must be emptied by an opener. This requires taking each of the 189 litres containers from inside the store, using a two-wheeled cart, to the dumpster and emptying the containers.

Must be able to operate a can opener. Operations require 2 hands.

Must be able to reach up or back.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

Must be able to follow all health and safety procedures and wear PPE equipment.

PRE-CLOSE RESPONSIBILITIES

Cleaning the chilli stove surface, trough and surrounding areas and must be able to reach the back of the stove which is at a depth of 1.2m. Cleaning surrounding areas included cleaning stainless steel wall protectors which are approximately 2m from the floor.

Filtering Fryers, French Fryers, and Chicken Fryer. For safety reasons, this procedure requires good mobility and use of both hands.

The majority of pre-close tasks involve cleaning and stocking. Mobility (i.e. bending, reaching, wiping, lifting, pushing, pulling and carrying) is a requirement during pre-close.

When cleaning rest rooms, must be able to wipe walls from floor to ceiling, requires use of step stool. Must be able to reach corners and baseboards behind fixtures.

CLOSING RESPONSIBILITIES

Grill must be cleaned. To safely clean, crew member uses both hands and must reach to back of grill at a depth of 1.2m. Service line equipment such as the bun warmers, multipurpose holding cabinets and the fry station must be completely wiped down. To wipe the tops of the bun warmers, may require the crew member to stand on a step stool.



All floors must be scrubbed with a deck brush, rinsed and vacuumed or squeegeed dry.

Final cleaning in the dining room includes:

1. Taking trash to the back room.
2. Moving all tables and chairs and vacuuming the carpet.
3. Realigning tables and chairs.
4. Cleaning rest rooms again, if necessary.
5. Spot cleaning glass on windows and doors.
6. Wiping and cleaning condiment stand.

Front service line closing includes cleaning the Frosty machine(s), person must be able to clean top chamber using a step stool if necessary.

Chilli remaining on service lines must be taken to the back, placed in clean 20 litres plastic food storage container. Remove a chilli Rapi-Kool from freezer. Place the frozen Rapi-Kool into the chilli. Place the container of chilli on a lower shelf in the walk-in cooler. Closing sandwich stations requires crew member to reach a depth of 1.2m to remove pans from top of station and change or empty the pans. This person cleans out the reach-ins underneath.

Dishes are completed by washing, rinsing and sanitizing; then storing in appropriate location. This may require the use of a step stool.

Must be able to reach up or back.

Must be able to move quickly, bend, stretch, kneel and lift up to 23kg.

Must be able to follow all health and safety procedures and wear PPE equipment.

OTHER REQUIREMENTS:

DEPENDABILITY

As a member of a team, it is necessary that all crew members arrive at work on time for their scheduled shift. Absences must be held to a minimum and procedures must be strictly followed should you be unable to attend your scheduled shift.

CUSTOMER RELATIONS

All crew members must understand and demonstrate good "people skills" in dealing with customers. Prompt, friendly, courteous service, delivered with a pleasant attitude is essential.

COOPERATION

All crew members must have a "teamwork" attitude and be able to contribute to the efficient operation of the shift. Positive working relationships among the entire restaurant team are a must.

PERSONAL APPEARANCE

Each crew member is expected to present a neat, well-groomed appearance at all times. This includes strict adherence to the dress code policy.

ENVIRONMENTAL CONDITIONS

The fast pace within our restaurants and the need to meet requests from the public, requires all crew members to be able to handle stressful situations while maintaining a calm, pleasant attitude and efficient working pace.

EMPLOYMENT STANDARDS:

AGE REQUIREMENT

All employees must be at least 16 years of age and possess all documents and permits required to legally work in New Zealand.

EDUCATION/EXPERIENCE

Previous restaurant experience is helpful but not required; or an equivalent combination of education and experience.



OTHER:

All positions require long periods of standing without a break. Lifting and reach requirements are listed on each positional accountability below.

Must be able to speak and understand English.

Must be able to follow instructions from Operations Leader.

Must adhere to all health and safety procedures.

Handwritten initials or signature in the bottom right corner of the page.