



unite union

Restaurant Brands Limited & Unite Incorporated

Waged Store Employees Collective Agreement

1 April 2023 – 31 March 2025



Contents	Page
1. PARTIES AND COVERAGE	3
2. TERM.....	4
3. HEALTH and SAFETY	4
4. REMUNERATION	5
5. LOCATION OF WORK	7
6. WORKING TIME FRAMEWORK	7
7. MEALS & REST BREAKS	9
8. OVERTIME	10
9. UNIFORMS.....	11
10. LEAVE.....	11
11. VEHICLES.....	14
12. TRAINING	15
13. END OF EMPLOYMENT	16
14. SUSPENSION	17
15. CONFLICT OF INTEREST.....	18
16. CONFIDENTIALITY	18
17. UNION PROVISIONS	19
18. EMPLOYER COMMUNICATIONS.....	20
19. EMPLOYMENT RELATIONSHIP PROBLEMS	20
20. GOOD EMPLOYER	20
21. HARASSMENT	20
22. MEDICAL EXAMINATION	21
23. EMPLOYER POLICIES	21
24. VARIATIONS.....	21
25. COMPLETENESS.....	22
SCHEDULE A - DISCIPLINARY PROCESS	23
SCHEDULE B – RATES OF PAY AND ALLOWANCES.....	30
SCHEDULE C – SPECIAL CONDITIONS OF EMPLOYMENT APPLICABLE TO TACO BELL EMPLOYEES ONLY.....	34
SCHEDULE D FLEXIBLE SHIFTS TRIAL.....	40
SCHEDULE E - RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS	41

1. PARTIES AND COVERAGE

1.1 Parties

The parties to this Collective Agreement are:

Restaurant Brands Limited (the Employer)

and

Unite Incorporated (the Union)

1.2 Coverage

This Collective Agreement shall cover Employees who are members of the union, who are waged and who are employed by the Employer in KFC, Pizza Hut, Carl's Jr. and Taco Bell stores throughout New Zealand. This agreement shall not apply to salaried in-store management or above store positions.

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

1.3 Subsequent Parties

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

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

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

1.4 New Employees

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

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

1.5 Casual Employees

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

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

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

If a casual Employee chooses to accept a shift that is offered to them, they will be required to attend work and complete that shift.

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

2. TERM

This Agreement shall come into force on 1 April 2023 and shall remain in force until 31 March 2025.

For Year 2 of the term (being 1 April 2024 to 31 March 2025), the parties agree to meet to only review wage rates for Year 2.

Where the parties are unable to agree and ratify any wage rate changes for Year 2 on or before 31 March 2024, then the Collective Agreement will expire as of 31 March 2024. Bargaining for Year 2 will be limited to remuneration and term of the Collective Agreement. The parties agree that the agreement will be updated to reflect legislative changes.

3. HEALTH and SAFETY

3.1 Health & Safety

The parties’ attention is drawn to the Health and Safety at Work Act 2015 and its amendments. The principal object of this Act is to provide for a balanced framework to secure the health and safety of workers and workplaces.

The Act requires that all parties’ participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.

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

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

- The Employee will take reasonable care to ensure their own safety while at work and that no action or inaction by them causes harm to any other person in the workplace.
- Where an Employee becomes aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others, they will immediately report such damage, fault or hazard to management.
- The Employee acknowledges that they know and understand the Employer’s health and safety rules and procedures and are required to follow them. Where an Employee fails to comply with health and safety rules and procedures, disciplinary action may

result.

- The Employee agrees to observe all safety precautions and procedures including, where required, the wearing of protective clothing and equipment.

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

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

3.2 ACC Partnership Programme

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

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

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

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

3.3 Employee Participation Programme – Health & Safety Leads

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

3.4 Team Member Wellbeing

The Employer commits to "Caring for Our People" as one of its strategic priorities. Team member wellbeing in the workplace includes the proactive management of staffing, escalation processes for channel management, and support for employees (including EAP and HR Help - 0800 4HRHELP or hrhelp@rbd.co.nz) where they face negative customer or other team member interactions. An employee should raise a health and safety issue with their Store Manager in the first instance (including logging the issue into Vault/Damstra) and may escalate to their Area Manager, HR or union as appropriate.

4. REMUNERATION

4.1 Rates of Pay & Allowances

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

4.2 Application of Shift Supervisor -Sole Charge and Pay

A Team Member (LAS/Shift Leader Certified) may be required to run a shift in a Sole Charge capacity (responsible for direction and management of staff, health and safety, product quality, food safety, customer flow and needs, including service recovery and resolving customer complaints).

A Team Member (LAS/Shift Leader Certified) is entitled to the Sole Charge allowance (refer Schedule B) when:

- Rostered to run the shift (applies for the whole shift regardless of the presence of other managers)
- Asked to run the shift after it has commenced (applies for remainder of the shift unless relieved)
- Covering the meal break of the manager (applies for the duration of the managers meal break).

4.3 Application of KFC All Star rate

This rate is available by written invitation only from a Restaurant Manager or above. Where a KFC employee is invited to participate, they will be trained and required to work across all stations both Front and Back of House and train others.

Employees will be required to sign a Memorandum of Understanding before commencement of training. This outlines the expectations, standards and commitment required.

4.4 Payment of Wages

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

4.5 Deductions from your Wages

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

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

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

In the event of termination of employment, the Employee agrees that deductions from their final pay may be made for any of those specified above. The Employer will consult with the Employee prior to any deduction being made.

5. LOCATION OF WORK

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

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

The Employee accepts that the Employer may change its place of business without any change in the Employee's remuneration or allowances unless the assigned role at the new place of work is normally paid at a higher rate.

6. WORKING TIME FRAMEWORK

6.1 Principles

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

- Each store has defined hours of operation that are covered by a structure of fixed shifts.
- The structure of each store's fixed shifts provides an appropriate balance of hours of work that recognises:
 - The desire of employees for fulltime and part-time work respectively;
 - The requirement for appropriate levels of qualified employees to enable safe and productive operations;
 - Business operational needs including the coverage required for peak operating hours;
 - The ability to provide cover for leave.
- Employees will have specified fixed shifts with hours agreed by the Employer and Employee fixed to be the same each week. The Employer is required to offer these shifts and the Employee is required to work them. Changes to contracted fixed shifts must be agreed and documented by the Employer and Employee.
- Additional shifts and hours may be offered and agreed between the Employer and Employee in accordance with Clauses 6.5 and 6.6 as appropriate.
- Where an Employee is on either parental leave, extended sick leave or extended leave with or without pay, an Employee or combination of Employees may be offered cover shifts on a fixed term basis.
- Business operational requirements, along with Employee qualification and tenure, will be given priority when decisions are made to offer fixed shifts that are unable to be worked by the assigned employee or where fixed shifts become available (through employee churn or business growth) or where temporary shifts are created due to seasonal or marketing peaks.
- Casual employees may be employed by the Employer to provide fixed shift cover and for temporary seasonal or marketing peaks.
- From time to time, operational needs may require the changing of opening and closing hours on a temporary basis. Where this need is identified by the Employer, (i.e. opening and/or closing hours being changed by 2 hours or less on any day), and where the Employee agrees, the Employee can either choose to adjust their start and finish times to maintain the same shift length, extend the shift length or reduce the shift length and be paid accordingly. The employer will make this proposal as early as possible. Where this change continues for more than 12 weeks, a formal

restructure may be required, or earlier if the employer prefers.

6.2 Hours / Days of Work

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

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

6.3 Roster

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

6.4 Minimum Shift Duration

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

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

6.5 New or Vacant Shifts

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

Vacant shifts approved in accordance with the Store Requirements Model and determined by the employer as vacant, will be published on the recruitment e-noticeboard weekly. Single Vacant Shifts will be offered internally in the first instance.

If an Employee wants to apply for a vacant shift, then they can apply for that shift online.

Employees who apply for the specific shift(s), will be considered for the vacant shift(s) in accordance firstly with qualifications then tenure except where Clause 6.6 applies.

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

6.6 Cover Shifts

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

Such shifts are not permanent shifts unless a variation to the Employee's fixed shifts is

agreed and confirmed in writing by the Employer and Employee. Except for specified circumstances (including but not limited to Parental Leave, ACC, extended sick or annual leave or extended Leave Without Pay or in active recruitment for a period not less than 2 months), existing Employees will be offered such shifts as fixed shifts after four months of consistent cover provided the Employee meets the qualifications requirements.

6.7 Shift Swaps

Where an existing Employee seeks to swap his or her shift with another Employee, the Employee will seek approval from the Employer. Approval will be at the discretion of the Employer but, subject to appropriate qualifications, shall not be unreasonably withheld. Employees are under no obligation to agree to shift swaps.

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

6.8 Store Closures for Renovations / Transformations

Where a store is closed for renovations/transformation or for any reason, Employees will be paid for their permanent fixed hours at that store during the period of closure, in instances whereby it is not possible to temporarily relocate Employees to another store or locally provide training.

7. MEALS & REST BREAKS

7.1 Meal & Rest Breaks

All employees are entitled to take rest and meal breaks, in accordance with the clauses below. Employees must take all of their entitled breaks and store management is responsible for ensuring all Employees are provided with their entitled breaks. The timing of the rest and meal breaks are to be mutually agreed between the parties where possible. In the absence of any other agreement, and where reasonable and practicable to do so, rest and meal breaks are to be spread evenly through the shift with no breaks within the first or last hour of the shift.

Shift length	Break
2 hours and up to 4 hours	one 15-minute paid rest break
More than 4 hours and up to 6 hours	one 30-minute unpaid meal break; and one 15-minute paid rest break
More than 6 hours and up to 8 hours	one 30-minute unpaid meal break; and two 15-minute paid rest breaks
Beyond eight hours	cumulative repetition of the above

7.2 Meal Breaks

Where a Shift Supervisor is unable to take a meal break away from the workplace or an uninterrupted meal break, the employee shall take the meal break and the meal break shall be paid at the LAS/Shift Leader certified rate plus the Sole Charge Allowance. This provision only applies where there is no other LAS or LAR qualified or equivalent person being available on site. The Employee shall be advised of the process to make such claims.

7.3 Free Meal On Shift (KFC Employees Only)

KFC only employees will receive a specified 'free' meal on each qualifying shift that is to be purchased and consumed during the break of each qualifying shift, in accordance with the Company's Free Meal on Shift promotion and the Consumption of Food & Drink

Policy. A qualifying shift occurs when the employee works a shift of 4 or more hour's duration and entitlement occurs for an unpaid half hour break.

No substitutions are permitted other than those specifically authorised. Extras (eg sauce) must be paid for, and the meal must be eaten during the meal break by the employee.

During each entitled 15-minute break, KFC only employees can enjoy one 'free of charge' regular Post Mix Drink where post mix is available.

8. OVERTIME

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

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

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

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

8.1 Authorised Overtime

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

- Where an Employee works more than 8 hours on any day (where the hours of work are less than 40 in any working week) or more than 40 ordinary hours in any working week. A working week is defined as starting on a Tuesday and ending on the Monday following.
- Periods of leave, and unpaid meal breaks, are not deemed to be time 'worked' and therefore are not eligible to be included in overtime calculations.
- Where a Shift Supervisor receives a paid meal break in accordance with Clause 7.2, the meal break will not be counted as hours worked for the purposes of overtime calculation.
- Where a Shift Supervisor is required to work during a paid meal break in accordance with Clause 7.2, the meal break will be counted as hours worked for the purposes of overtime calculation.

8.2 Minimum Break Between Shifts.

A penal rate shall be payable at half the Ordinary Hourly Rate of pay as follows:

- Where an Employee is requested by their salaried manager and subsequently agrees to start work before the Employee has completed an interval of at least 9 consecutive hours rest from his/her/their previous finishing time. Where possible, the confirmation of the request should be in writing including by text and/or email.
- This penal rate ceases at the end of the shift worked immediately after the 9-hour break has not occurred.

9. UNIFORMS

9.1 Uniforms

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

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

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

9.2 Shoe Reimbursement

Shoes are not included in the uniform and not provided as PPE. If eligible, a store-based Employee may apply for reimbursement of the cost of one pair of work shoes as outlined in the Shoe Reimbursement Policy.

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

10. LEAVE

10.1 Annual Holidays

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

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

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

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

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

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

Casual Employees

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

10.2 Long Service Leave

Employees shall be entitled to long service leave as follows:

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

- 4 Weeks holiday on completion of 20 years continuous service.

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

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

Long service leave is non-cumulative and will be forfeited if not taken within 12 months of the employee becoming entitled to the leave. Long service leave is to be taken at a mutually convenient time, during the 12-month period, or may be paid in lieu at the request of the employee prior to the expiry of 12-month period.

10.3 Public Holidays

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

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

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

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

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

10.4 Sick and Bereavement Leave

Following six months continuous service an Employee will be entitled to 10 days sick leave in accordance with the Holidays Act 2003 (and any subsequent amendments).

Sick leave can be used when:

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

Sick leave may be carried over from one year to the next to a maximum of twenty days entitlement in any one year.

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

Casual Employees If, in the case of a Casual Employee, the Employee has, over a period of 6 months, worked for the employer for at least an average of 10 hours a week during that period; and no less than 1 hour in every week during that period or no less than 40

hours in every month during that period, the Employee will be entitled to sick and bereavement leave in accordance with the Holidays Act 2003 (and any subsequent amendments).

10.4.1 Transitional Sick Leave Provision

Once an employee has completed three months of service and has worked an average of 10 hours per week minimum with the Company over that time, they shall be eligible to take a portion of their annual sick leave entitlement in advance as follows:

Completed months of service (as per above)	Eligible sick leave (Working days)
3 months	Up to 2 days in advance
4 months	One further days entitlement in advance
5 months	One further days entitlement in advance
6 months & above	Leave entitlement as per legislation (less any days already taken)

This transitional sick leave provision will expire upon the implementation of any transition to a more favourable legislative sick leave regime. This transitional sick leave provision shall only apply to those employees who start employment on or after 1 September 2021.

10.4.2 Notice and Verification requirements

Notice

If an Employee is going to be absent on sick leave, they must give notice as soon as possible to the Employer and at least 2 hours before the shift starts. The Employee will also give the Employer an indication how long they may be away.

Verification

If the Employee has been sick for 3 days in a row, the Employer may require a medical certificate at the employee's own cost.

If there is a pattern of absence, or the Employer has reasonable cause to question the absence, or an Employee is sick within three days, then the Employer may require a medical certificate from the Employee provided that the Employer gives notice of this requirement and the specific reason for it as soon as possible.

If the Employee has sick leave available, the Employer must pay for the cost of obtaining the medical certificate. If the Employee has exhausted their annual sick leave entitlement the Employee must pay for the cost of obtaining the medical certificate.

10.4a Bereavement Leave

Following six months continuous service an Employee will be entitled to bereavement leave in accordance with the Holidays Act 2003 (and any subsequent amendments). The Employee must notify the Employer as soon as possible before the start of the shift.

As per the Act, an Employee will be entitled to three days bereavement leave (at their

relevant daily pay rate) on the death of their child, parent, partner or spouse, sister, brother, grandparent, grandchild, mother-in-law or father-in-law or where the employee (or the employee's partner) has a miscarriage or stillbirth (abortion is excluded from leave entitlement in the legislation).

If an Employee is particularly close to someone not mentioned above, they can discuss their specific circumstances with their Area Manager (or Operations Manager). That Manager will consider the request and may give the employee up to 3 days bereavement leave. Requests will be considered on a case-by-case basis.

The Employer may, after considering various factors, allow an Employee one day's bereavement leave on the death of any other person.

If an Employee doesn't qualify for the above, or wants to take additional time, they can apply to take that time as annual leave (if any is available)

It is expressly recognised that bereavement leave is taken on the basis of the Employer's trust and that taking bereavement leave without good and sufficient reason will be regarded as serious misconduct. Verification may be requested if there is reasonable cause to query the absence and this should be discussed with the Employee upon their return.

Bereavement leave cannot be taken in advance.

10.5 Parental Leave

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

10.6 Family Violence Leave

In accordance with relevant legislation and the Employer's policy, eligible employees affected by family violence will be entitled after six months service to Family Violence Leave of up to 10 days per year, and/or may also request in writing a short-term (up to two month) variation of their working arrangements for the purpose of assisting the employee to deal with the effects of being affected by family violence.

An employee may be entitled to this leave regardless of how long ago the family violence occurred and even if the family violence occurred before they became an employee.

The Employer may require proof that an employee is or has been affected by family violence before paying for Family Violence Leave or making a decision on an application for a variation of working arrangements. A request for proof will be made within five working days of receiving a request for a variation. For a request to be considered, the request must be made in confidence directly to HR Help (0800 4 HRHELP or hrhelp@rbd.co.nz).

11. VEHICLES

11.1 Driving Infringements

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

11.2 Use of Personal Vehicle for Work Purposes

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

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

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

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

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

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

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

12. TRAINING

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

12.1 Access to Training

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

The Employer will provide training for an Employee and pay at that Employee's ordinary hourly rate of pay while the Employee is attending required training sessions.

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

12.2 Shift Supervisory Training

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

The Employer operates a cross training model. Therefore, Employees will be expected to cross train on both Front of House (FOH) and Back of House (BOH), including for KFC cook training and Shift Supervisors. When qualified the Employee will be expected to undertake work duties based on the training level they have achieved, including cooking, and supervision, as and when directed by their Manager, based on the store requirements.

Where Employees are refusing to work the duties as required by the manager, this will likely result in a formal process.

13. END OF EMPLOYMENT

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

13.1 Resignation / Notice

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

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

If the Employee gives notice which is longer than required, the Employer shall not be obliged to accept such longer notice period, neither shall the Employer be liable to pay more than one week's notice if the Employer does not require the Employee to work out their contractual notice period.

13.2 Termination

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

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

The Employee acknowledges that should any information they have provided, or failed to provide to the Employer, either during the recruitment process or prior to the offer of employment being made, be subsequently found to be false or misleading it will be considered serious misconduct and may lead to the Employee's summary dismissal. This could include, but is not limited to; failure to disclose a personal or familial relationship with a current employee of Restaurant Brands, information provided with regards to eligibility to work in New

Zealand, failure to disclose diagnosed medical conditions which could potentially impact on ability to perform in the role.

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

13.3 Sale of Business

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

13.4 Redundancy & Employee Protection Provision

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

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

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

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

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

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

13.5 Abandonment of Employment

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

14. SUSPENSION

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

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

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

15. CONFLICT OF INTEREST

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

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

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

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

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

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

16. CONFIDENTIALITY

(This Clause does not apply to Taco Bell employees. Please see Schedule C)

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

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

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

17. UNION PROVISIONS

17.1 Access

The Union shall be granted access to Restaurant Brands Limited in accordance with sections 19 to 25 of the Employment Relations Act 2000, its amendments and protocols agreed between the Employer and the Union. Where practicable, a noticeboard shall be available for Union notices.

17.2 Deductions

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

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

17.3 Union Meetings

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

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

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

17.4 Delegates

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

Delegates are entitled to reasonable paid time to represent employees in accordance with section 18A of the Employment Relations Act. A delegate may meet with a new employee, where the employee agrees, to discuss union membership.

Unite will provide RBL centrally with at least 14 days' notice for union delegate meeting and training requests and a list of elected delegates expected to attend. Where the Union gives 14 days' notice, the employer will release elected delegates on shift to attend the meeting where practicable. These meetings will be held outside peak trading hours (as outlined in the union access protocol).

Unite union will provide RBL with the names of current union delegates (with brand and store) and advise at least quarterly if there are any delegate changes.

17.5 Employment Relations Education Leave ("EREL")

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

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

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

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

As of 1st April each year, the Union party to the agreement shall notify the Employer of the maximum number of EREL days and the details of the calculation.

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

Where an Employee attends EREL on their rostered day off ("RDO"), the Employer will make reasonable effort to allocate another working day in the same pay week as an RDO. Where this occurs, the Employee will be paid for attendance on the EREL day at ordinary pay as required by legislation. The RDO will not be paid and will not be counted as hours worked.

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

18. EMPLOYER COMMUNICATIONS

The Employer is able to hold operational communications meetings, at ordinary time rate,

without incurring any penalties.

19. EMPLOYMENT RELATIONSHIP PROBLEMS

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

20. GOOD EMPLOYER

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

21. HARASSMENT

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

22. MEDICAL EXAMINATION

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

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

23. EMPLOYER POLICIES

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

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

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

24. VARIATIONS

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

25. COMPLETENESS

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

Signatures



Rodrigo Testas
NZ CEO
Restaurant Brands Ltd

Jun 28, 2023

Date



John Crocker
National Secretary
Unite Union

29/6/23

Date

SCHEDULE A - DISCIPLINARY PROCESS

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

1. Definitions

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

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

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

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

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

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

2. Progressive Disciplinary Steps & Termination

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

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

i) Written Warning

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

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

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

ii) Final Written Warning

A final written warning may be issued;

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

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

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

iii) Dismissal

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

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

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

3. Misconduct and Serious Misconduct

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

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

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

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

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

4. Disciplinary Procedure

4.1. Preparation for Disciplinary Investigation

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

4.2. Suspension

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

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

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

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

4.3. Invitation to Disciplinary Investigation Meeting

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

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

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

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

4.4. At the Disciplinary Investigation Meeting

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

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

- The Manager will subsequently make a preliminary decision about what action, if

any, to take. The disciplinary meeting will then be reconvened to advise the employee of the decision they are proposing to make, i.e. warning, termination of employment, no further action.

- The meeting may be adjourned again to allow the employee to consider the proposed decision and prepare a response to that proposal. This adjournment will usually be brief but, if the employee or their representative requests a longer adjournment this will usually be agreed. Such adjournment should not unduly delay the completion of the disciplinary process.
- Following this adjournment the meeting will be reconvened to allow the employee to respond to the proposed disciplinary outcome. The Manager will then consider that response (usually during a further adjournment) before delivering their final decision.
- The verbally communicated decision will be confirmed in writing as soon as practical following the meeting.

5. Decisions re Warnings & Terminations

Warnings.

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

Termination of Employment – Serious Misconduct.

- (a) If the explanations offered are inadequate, the procedure will be as follows:
- Advise the employee that the explanation is not acceptable and why.
 - Advise the employee of the procedure or policy breached.
 - If termination of employment is the potential outcome, advise the employee of the proposed action and seek the employee's comments, giving the employee the opportunity to request a lesser action or suggest alternatives. The employer will then consider any final comments made by the employee before confirming the employer's final decision.
 - Advise the employee that his/her employment will be terminated for serious

misconduct.

- (b) If the explanations offered are adequate, proceed as follows:
- Advise the employee that you consider their explanation(s) to be acceptable and therefore no disciplinary action will be taken.
 - Conclude the meeting and follow it up with written confirmation of the outcome.

SCHEDULE B – RATES OF PAY AND ALLOWANCES**1.1 Wages – Ordinary Hourly Rates of Pay**

Wages are paid in accordance with the following, effective from 1 April 2023.


Wage rates as at 1 April 2024 will be reviewed on or before 31 March 2024. If agreement between the parties for wage rates in Year 2 is not reached by 31 March 2024, this Agreement will expire on 31 March 2024.

KFC			
Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Base		\$22.80
Team Member	Gold Star	Either FOH or BOH qualified	\$23.62
Team Member	All Star	Both FOH and BOH qualified. Signed Memorandum of Agreement and successful completion of required training and signed MOA	\$24.25
Team Member	LAS	Refer Note 1	\$24.80

Pizza Hut			
Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Base		\$22.80
Team Member	Expert Gold		\$23.25
Team Member	LAS	Refer Note 1	\$24.12



			
Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Base		\$22.80
Team Member	Star		\$23.52
Team Member	Shift Leader Certified	Refer Note 1	\$24.44

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

			
Role	Training / Skill Level (Upon completion & RBL sign-off)	Qualifying Criteria	Ordinary Hourly Rate
Team Member	Bronze Bell		\$22.80
Team Member	Silver Bell		\$23.25
Team Member	Gold Bell		\$ 26.20

1.2 Allowances

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

	
Sole Charge Allowance (Shift Supervisor) Payment is payable for the hours worked in a sole charge capacity (with a minimum payment of a half hour when covering a meal break).	\$4.33 per hour (paid in addition to ordinary hourly rate)
KFC Cooks Allowance Where a qualified (Gold Star - Back of House) Employee is engaged in the cooking of fresh chicken inclusive of associated preparation, the Employee shall be paid a Cooking Allowance of \$2.50 per hour in addition to the Employee's ordinary hourly rate for the hours. The Allowance is not payable where the Employee is in receipt of the Shift Supervisor – Sole Charge Allowance.	\$2.50 per hour (paid in addition to ordinary hourly rate)
	
Sole Charge Allowance (Shift Supervisor) Payment is payable for the hours worked in a sole charge capacity (with a minimum payment of a half hour when covering a meal break).	\$2.94 per hour (paid in addition to ordinary hourly rate)
	
Sole Charge Allowance (Shift Leader) Payment is payable for the hours worked in a sole charge capacity (with a minimum payment of a half hour when covering a meal break).	\$4.33 per hour (paid in addition to ordinary hourly rate)

All Brands	
<p>In Store Delivery Allowance (Private Vehicle*) Payment is payable for each customer order delivered.</p> <p>(This payment is the full payment entitlement for conducting deliveries and there is therefore no subsequent entitlement to claims for fuel, mileage or vehicle, etc. costs). * All vehicles.</p>	<p>\$2.40 per customer order (gross; paid in addition to ordinary hourly rate)</p>
<p>In Store Delivery Allowance (Company Vehicle) Payment is payable for each customer order delivered.</p> <p>(This payment is the full payment entitlement for conducting deliveries and there is therefore no subsequent entitlement to claims for fuel, mileage or vehicle, etc. costs).</p>	<p>\$0.50 per customer order (gross; paid in addition to ordinary hourly rate)</p>
<p>Late Shift Allowance An allowance shall be paid to eligible Employees for time worked after midnight.</p>	<p>\$0.36 per half hour (gross; paid in addition to ordinary hourly rate)</p>
<p>Higher Duties Allowance An allowance is payable for the time an Employee works in a role with increased responsibilities, as determined and authorised by their Store Manager.</p>	<p>\$0.72 per hour (gross; paid in addition to ordinary hourly rate)</p>

SCHEDULE C – SPECIAL CONDITIONS OF EMPLOYMENT APPLICABLE TO TACO BELL EMPLOYEES ONLY

The following clauses apply to Taco Bell employees only.

1. Vacancies

Clause 6.5 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

Where permanent fixed shift vacancies occur (as determined at our sole discretion), these will be advertised either internally and/or externally as required by business need and any fixed shift staff may apply for that vacancy/ies.

2. Clocking in and out

You are required to clock-in and clock-out for each shift that you work.

If you clock-in early for a shift, or clock-out late for a shift, you will only be paid for the extra time if authorised by your manager.

3. Expenses

You may not incur expenses nor expend personal monies with an intention of seeking recovery from the Employer debt on behalf of or in the name of Restaurant Brands, its Related Companies or Taco Bell unless authorised by the Manager.

You will be reimbursed for all prior-approved expenses incurred within your employment, where accompanied by receipts and in accordance with our expense reimbursement procedure.

4. Overtime

Clause 8 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

Authorised overtime shall be payable at time and one half of your ordinary hourly rate as follows:

- Where you work more than 8 hours on any day or more than 40 hours in any working week. A working week is defined as starting on a Tuesday and ending on the Monday following.
- Periods of leave and meal breaks are not deemed to be time 'worked' and therefore are not eligible to be included in overtime calculations.
- Shift swaps do not create entitlement to overtime where initiated by the Employee.
- Overtime shall be calculated on a weekly basis and paid on the pay day for the week in which it was worked.
- We will inform you of the procedure for authorisation of overtime and you will not be paid at overtime rates unless so authorised.
- Where you are required to start work before you have completed an interval of at least 9 consecutive hours rest from your previous finishing time. Time and one half of your ordinary hourly rate ceases at the end of the shift worked immediately after the 9 hour break has not occurred.

5. Deductions

Clause 4.4 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

By signing this agreement, you give the Employer written consent (pursuant to s5 of the Wages Protection Act 1993) to make deductions from your remuneration for:

- Time lost by you due to employment default, sickness, accident (where no special leave has been approved), absence at own request.
- Overpayments, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods.
- Salary or other monies paid in advance.
- Unreturned goods, overalls, equipment, tools, stock or other legitimate debt owing by you to us.
- Cost of obtaining your manager liquor licence (Gold Bell team members only) as outlined in your Training Agreement.

In the event of termination of employment, you agree that deductions from your final pay (including holiday pay) may be made for any of those specified above. The Employer will give you notice of this prior to any deduction being made.

6. Performance of Duties

Your employment may be terminated by us giving such notice as is appropriate in the circumstances, in the event that you are determined unable to continue the proper performance of your duties through:

- Medical incapacity due to sickness or injury or should a medical practitioner (appointed by the Employer in consultation with you) determine that you are so disabled or incapacitated or of unsound mind; or
- Where some other prohibiting edict or order by the Courts, LTSA or other Authority exists.

You may be required to undergo a medical examination (at our expense) by a registered medical practitioner nominated by us, with a follow-up report on your fitness for duties. Your consent will be obtained where this occurs. Prior to us deciding whether to terminate your employment, we will take account of any relevant medical report or advice (including from your own medical practitioner).

7. Pre-employment Checks

You acknowledge that should any information you have provided to us, either during the recruitment process or prior to the offer of employment being made, be found to be false or misleading, or it is found that you have omitted information it may be considered serious misconduct and may lead to this offer of employment being revoked, or if this offer has been accepted then may lead to your summary dismissal or your employment being cancelled.

This could include but is not limited to:

- Failure to disclose a personal or familial relationship with a current employee of Restaurant Brands Ltd;
- Providing responses to questions relating to criminal convictions which contradict the report obtained from the Ministry of Justice;
- Confirming eligibility to work in New Zealand without the provision of documentary evidence;
- Failing to disclose diagnosed medical conditions which could potentially impact on your ability to perform in the role.

8. Training

Clause 12 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

We will provide training for you and pay at your ordinary hourly rate while you are attending required training sessions.

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

Gold Bell Training

Team Members who are invited to undertake Gold Bell training shall be required to act as a shift leader as and when required, i.e. run shifts (sole or with others) that are part of their shift roster or other shifts they agree to work. No further remuneration shall be paid for those periods of work.

Gold Bell team members may also be required to hold a manager liquor licence. Where this is outlined in your Training Agreement as a requirement we will cover the reasonable cost of obtaining this licence. Where the licence is either not obtained or is lost, through your action (or inaction), you will remain or revert to Silver Bell level and corresponding wage rate and entitlements.

9. Ending Employment

Clause 13 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

Resignation/Notice

Either party can terminate your employment by providing 2 weeks' notice in to the other party in writing. If you wish to resign, and you fail to give the full amount of notice, then you will not be paid for the period not worked, and the shortfall in notice shall be deducted from your final pay. The contractual period of notice may be varied by agreement between us.

Where notice of termination has been provided, we reserve the right to pay in lieu of notice or alternatively require you to undertake reduced or alternative duties consistent with your abilities or require that you do not attend the workplace during this period. In that event, you will continue to receive full remuneration for the balance of their notice period and will remain an employee of RBL. You are therefore bound by your duty of confidentiality and fidelity. For Gold Bell team members, you may also be required, at our discretion, to repay a proportion of the cost of your manager liquor licence as outlined in your Training Agreement.

If you give notice which is longer than required, we shall not be obliged to accept such longer notice period, and you agree that you will be deemed as having given the contractual notice period.

You may be dismissed at any time without notice and/or without pay in lieu of notice, subject to:

- Any breach or continued neglect by you of the terms (express or implied) in this Agreement.
- Any serious misconduct or non-performance, or misconduct which is not in line with our policies or brings us into disrepute, whether or not in the course of your employment.
- Any deliberate breach or continued neglect of any duties which may from time to time be properly assigned to you, or failure by you to carry out such duties in a proper and effective manner.
- You withholding or offering false information in respect of questions asked for work-related personal injury insurance purposes, which will be deemed serious misconduct because of the serious insurance consequences and our exposure to pay damages.

- Serious misconduct.
- You have been convicted of any criminal offence other than an offence, which in the reasonable opinion of us, does not affect a fulfilment of your duties and/or terms and conditions of employment.

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

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

Redundancy

In the event that your employment is terminated on the basis of redundancy, you shall be entitled to 1 weeks' notice of termination of employment and, if your position is surplus to the Employer's requirements, the Employer will give you compensation of one weeks wage (based on your permanent fixed shifts) per completed year of service, capped at four years maximum. You shall not be entitled to any additional payments except as required by legislation.

There is no right to redundancy compensation, notice or payment in lieu of notice, where we sell, transfer, contract out or lease the business (or part thereof) to another entity, and you are offered employment by the new employer on substantially the same terms and conditions of employment, or on terms and conditions that are acceptable to you.

Employee Protection Provision

Where the Employer sells, merges, outsources or transfers the whole or any part of our business to another employer and as a result the new employer will undertake the work currently undertaken by us, we will meet with you to discuss and provide information about that as soon as reasonably practicable.

We will negotiate with the new employer, including whether you will transfer to the new employer on substantially the same terms and conditions as this agreement, and we will use our best endeavours to secure their agreement to an offer of employment being made to you.

If no offer of employment is made to you, the redundancy provisions of this agreement shall apply.

10. Confidentiality

Clause 16 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

Except in the proper performance of your duties, you shall not at any time use, or divulge to any person, any knowledge or information which you may acquire during the course of your employment by us concerning the business, operations, affairs, property, customers, clients, suppliers, employees and principals of us or Related Companies.

This restriction shall continue to apply after the termination of employment without limit in point of time, but shall cease to apply to knowledge or information, which may become public

knowledge or a matter of public record without breach by you of this restriction.

This obligation applies to all information whether or not it is recorded or memorised and includes information which is or may be of use to any of our competitors.

Any breach of this clause may amount to serious misconduct and lead to your dismissal.

11. Conflict of interest

Clause 15 of the CEA does not apply to Taco Bell employees. It is replaced by the following:

It will be a conflict of interest for you to work for a direct competitor of ours. Any breach of this clause shall provide the basis for disciplinary action up to and including termination of employment.

You will be expected to devote your energies to this position and not engage in any other employment that may impact on your ability to perform your duties or conflict in any way with our interests, and your responsibilities to them, or reflect adversely on our business or its public perception unless:

- You have sought and obtained our prior written consent to engaging in those other activities or other employment; or
- Those other activities or other employment existed prior to your employment with us, and the parties have agreed in writing that you may continue to engage in those other activities or other employment.

Failing to seek such consent or engaging in such other activities or other employment without our consent, will be a breach of this Agreement and may amount to serious misconduct.

You shall not demand, retain, receive claim or accept any fee, gratuity, commission, emolument, or payment of any kind from any person or business, other than us, in consideration for any matter concerned with your duties, without our prior consent.

No employee is to be in a position of authority over any other employee with whom they have a special relationship such as marital, family or business connections, without our prior written consent. If such a relationship develops you are required to bring this to our attention and accept we may place any necessary and reasonable restrictions on your employment in order to prevent or minimise that conflict.

We may place any necessary and reasonable restrictions on your employment if you are married to, or living in a relationship in the nature of a marriage with, or a relative of:

- An employee, contractor, or consultant of a competitor of us.
- An employee, contractor or consultant of an organisation that has a business relationship with us; or
- Another employee of us with whom there is a reporting relationship.

You are required to advise us if such a relationship develops and accept that we may place any necessary and reasonable restrictions on your employment to prevent or minimise any potential or actual conflict.

12. Employee Representations

You warrant that all representations made by you whether verbally or in writing as to

qualifications, skills, experience, personal circumstances and health issues are true and complete.

You warrant that you have not failed to disclose to us any matter, including any relevant criminal convictions (not including any concealed under the Criminal Records (Clean Slate) Act), or previous dismissals from employment, which might have materially influenced our decision whether or not to employ you.

13. Severability

The various provisions of this agreement are severable and if any provision, clause, or part of a clause is deemed to be illegal, unenforceable or invalid by any court of competent jurisdiction, then such invalidity, illegality or unenforceability shall not affect the remaining clauses of this agreement.

SCHEDULE D FLEXIBLE SHIFTS TRIAL

At some point during the term of this Employment Agreement, the Employer may wish to commence a flexible shift labour model trial with one or more of its stores for a period of up to 18 months.

Those involved in the trial (being new and/or existing employees) may potentially be covered by this Employment Agreement. Unite Union agrees to support the trial, provided that basic conditions of employment for its members are no less than for those on fixed shifts. The Employer agrees to engage with Unite prior to implementation.

The parties agree to the following principles:

1. The purpose of the trial is to consider whether having flexible shifts for some employees better meets the needs of both the Employer and the specific Employee and whether this is a viable option to offer some Employees.
2. Existing staff on fixed shifts will remain on fixed shifts unless a written offer is made by the Employer to move to flexible shifts and the Employee agrees to do so.
3. During the trial period, clauses 6.1 to 6.7 inclusive do not apply to staff working flexible shifts. These Clauses will be applicable when the individual returns to fixed shifts and the trial concludes.
4. Those employees working flexible shifts will have guaranteed minimum hours operated in accordance with the Employers' Flexible Shifts Policy. Shifts in addition to fixed shifts or over the minimum guaranteed hours (where available) may only be worked by agreement.
5. The Employer will undertake survey feedback not less than 6 monthly to gather feedback on the trial. Feedback from Unite members will be shared with Unite Union.

SCHEDULE E - RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

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

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

What is an employment relationship problem?

An employment relationship problem includes a personal grievance, dispute or other problem relating to an Employee's employment relationship with the Employer. It does not include any problem with the fixing of new terms for an Employee's employment. If an Employee has a personal grievance, they must raise it with the Employer within the applicable employee notification period of 90 days under S114(1) or (from 13 June 2023), 12 months if the grievance raised under S114(1) is in respect of sexual harassment under S103(1)(d) (if eligible).

Who can help with an employment relationship problem?

To help solve an Employee's employment relationship problem they can contact:

- (a) Within the workplace - the Manager or their manager's Manager; the People & Capability/HR department.

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

- (b) Outside his/her workplace - If matters cannot be resolved internally or if an Employee wishes to seek outside assistance, they may contact the following:
- The Ministry of Business, Innovation and Employment (0800 209020 or www.employment.govt.nz);
 - Unite Incorporated;
 - Mediation Services.

Problem Not Resolved at Mediation

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