

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.

			
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

			
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.

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

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.