



2018 - 2020

COLLECTIVE AGREEMENT

unite
the union



WELCOME TO THE BURGER KING TEAM

Thank you for joining Burger King, we hope you enjoy your time with us.

As a high performing team which cares about people at our core are our BK values;

Bring It, Straight Up, Team Up and Own It.



With these great values embedded in everything we do and say we're sure you'll enjoy being part of the team – welcome aboard!

A handwritten signature in black ink that reads "John Hunter".

John Hunter
Chief Executive Officer
Burger King New Zealand

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1. INTRODUCTION

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

The parties to this agreement are:

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

This Employment Agreement applies to all present and future team members of Burger King, but has no application to supervisory and management personnel.

A team member’s personal terms of employment comprise this Employment Agreement and the additional matters confirmed in their appointment letter. Other Burger King policies and procedures, including the Employee Information Pack, also apply. Such policies and procedures may be amended by Burger King from time to time, but may not be inconsistent with this Employment Agreement.

Any existing or previous agreement relating to a team member’s terms of employment is therefore superseded by this Agreement.

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

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

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

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

2. HOURS OF WORK AND WORK SCHEDULING (NEW/AMENDED)

a. Intent

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

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

b. Scheduling

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

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

c. Rosters/Scheduling

A schedule/roster setting out the hours to be worked in any week will be displayed on the applicable restaurant noticeboard (and/or electronically within 6 months of this agreement's ratification) at least ten days in advance. After the schedule/roster has been notified, the Hourly Paid Employee's personal schedule/roster for the period specified in the roster may be changed by mutual agreement between the Hourly Paid Employee and the Restaurant Manager or Restaurant General Manager. If this is to become a permanent change, the appropriate process as noted below in the Agreed Hours section must be followed.

d. Conditions Applying To All Hourly Paid Employees – (these conditions do not apply to Casual Employees)

Hourly Paid Employees will not be scheduled to work:

- A shift of less than 3 hours
- No Hourly Paid Employee will be scheduled to work;
 - More than 37.5 hours per week (i.e. total 40 hours per week less unpaid breaks)
 - More than 9 hours per day
 - More than 12 rostered hours from the time work is started on any day
 - Hourly Paid Employees are not to be rostered/scheduled for more than 5 consecutive days in any week. However, if an Hourly Paid Employee has worked on five consecutive days and agrees to work on a consecutive sixth or seventh day, the Hourly Paid Employee will be paid at 1.25 times their base hourly rate for the time worked on such sixth or seventh day. The 1.25 rate does not apply if the Hourly Paid Employee has requested to work extra shifts at a restaurant other than where they normally work, on a sixth or seventh day, or if the Hourly Paid Employee has requested or accepted a shift swap which then results in them working on a 6th or 7th day.
 - All Hourly Paid Employees will be scheduled for an appropriate break between the end of work on one day and the start of work on the

following day. Only in exceptional circumstances will this break be 10 hours, normal scheduling will provide for breaks longer than 10 hours between the end of work on one day and the start of work on the following day.

e. Meetings

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

f. Transport

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

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

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

g. Employee Categories

Hourly Paid Employees with Agreed Hours

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

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

OR

Hourly Paid Employees with Agreed Fixed Shifts

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

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

h. Transfer to A Category – Current/Existing Employees – At the Time this Collective Agreement Comes Into Force

The option to move to either **Agreed Hours** or the **Agreed Fixed Shifts**, will be provided to current/existing Hourly Paid Employees following the ratification of this collective agreement as outlined below, and the Employee's personal category will be recorded in writing between the Employee and the Restaurant Manager or Restaurant General Manager. NB. This is only for those Employees employed at the time of this Collective Agreement coming into force.

- Each Employees **Agreed Hours** or **Agreed Fixed Shifts** will be calculated as follows in order to establish the correct guaranteed hours for **Agreed Hours** or **Agreed Fixed Shifts** moving forward;

- The Hourly Paid Employee's average paid hours will be calculated over the 12- week period from 24 February to 19 May 2018 as long as their hours of work have not been significantly changed (upwards or downwards) during this period up to a maximum of 37.50 hours (i.e. total 40 hours per week less unpaid breaks). The average weekly hours calculation will become the employee's guaranteed weekly hours for **Agreed Hours** or **Agreed Fixed Shifts**.
- Existing Hourly Paid Employees at the date of ratification of this collective agreement coming into force will opt to transition to one or other of the categories, within three months of any new agreement being ratified and signed by both parties. Any Employees who have not clearly opted to move to one category or another within 12 weeks of the end of the 6-month implementation, will default to and be covered under the Agreed Hours category
- Unite Union will be provided with notification of the **Agreed Hours** or **Agreed Fixed Shifts** for employees who are union members within two working days following each employee (union member) being given the information. The employee, or the union representative on the employees' behalf may request a review of the proposed **Agreed Hours** or **Agreed Fixed Shifts** within 14 days of receipt. On request of the employee or the union representative the Employer will provide the information used in creating the schedule and subsequent **Agreed Hours** or **Agreed Fixed Shifts**. A further 14 days will be provided to both parties for the purposes of finalising any review requests. If there is failure to reach agreement during the 14 days period the default position will be shifts will be offered to employees who have worked a majority or most of those shift occurrences within the 12 week period from 24 February to 19 May 2018 Requests to change hours during this review process will not be unreasonably withheld.
- That the total hours scheduled for the Hourly Paid Employee will not exceed 37.50 (exclusive of unpaid breaks) in any one week. Existing Salaried Managers who were employed **prior to 25 June 2018**, and wish to transfer to an Hourly Paid position may be scheduled to 40 hours within the 16-week implementation period effective from the date of ratification of the Collective Agreement. This does not apply to new employees employed after 25 June 2018.

- Agreed Fixed Shifts or Agreed Hours will be offered within the employees existing Preferred Working Times (which is currently stated as being Availability), with any changes by mutual agreement.
- Where approved unpaid leave or additional short or fixed term cover shifts have substantially affected the average paid hours' calculation, (for example parental leave, ACC leave), then the **Agreed Hours** or **Agreed Fixed Shifts** will be amended accordingly to reflect the average hours before and/or after the leave was taken

i. New Employees

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

j. Variations To **Agreed Hours** or **Agreed Fixed Shifts**

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

k. Maximum Agreed Hours or Maximum Agreed Fixed Shifts (NEW)

Hourly Paid Employees Maximum Agreed Hours or Maximum Agreed Fixed Shifts will be recorded.

No employees will be scheduled above their Agreed Hours or Agreed Fixed Shifts unless this is by mutual agreement. If this is a permanent change the process noted above must be followed. If this is a short term temporary change, the Hourly Paid Employee and the manager can agree as long as such

mutual agreement is in writing and signed by both parties. No employee can be required to work more than their Agreed Hours or Agreed Fixed Shifts.

I. Agreed Hours or Agreed Fixed Shifts - Non Compliance (NEW)

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

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

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

- While Hourly Paid Employees have the right to request a change to their **Agreed Hours** or **Agreed Fixed Shifts**, amendments due to a change in their personal circumstances/requirements will be considered but cannot be guaranteed
- Any restaurant's hours of operations, including its shift and hours requirements, must be able to be filled appropriately by suitably trained, qualified employees or new employees to ensure that the restaurant can meet the operational needs of the business
- A notice period of four weeks for the introduction of the change will apply, to enable changes to be made to the restaurant's roster/schedule. The notice period may only be reduced or extended by mutual agreement

- That the total hours scheduled for the Hourly Paid Employee will not exceed 37.50 (exclusive of unpaid breaks) in any one week. (Except existing Salaried Managers who were employed **prior to 25 June 2018**, and wish to transfer to an Hourly Paid position may be scheduled to 40 hours, as per “Transfer To a Category - Current/Existing Employees – At the Time this Collective Agreement Comes Into Force” – bullet point 6)
- If there is a mutual agreement to change the **Agreed Hours** or **Agreed Fixed Shifts**, for it to take effect, the variation must be recorded in writing and signed by both the Hourly Paid Employee and the Restaurant Manager or Restaurant General Manager

Hourly Paid Employees who wish to “**swap shifts**” either temporarily or permanently must do so only with their Restaurant Manager or Restaurant General Manager sign off, and that the following critical areas of the business are not compromised specifically; Health and Safety, and Food Safety. No additional costs must be incurred as a result of the “**shift swap**” and the operating requirements of the restaurant must still be able to be met.

m. Additional Hours/Shifts

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

- Those Hourly Paid Employees with the longest service who are suitably qualified and who have requested such additional hours will be considered first
- Any Hourly Paid Employees total hours must not exceed 37.50 in any one week (exclusive of unpaid breaks)
- **Agreed Hours** or **Agreed Fixed Shifts** which meet the shifts/hours available within the restaurant

Permanent additional hours or shifts will be notified on the restaurant noticeboard (or electronically as soon as this means become available within 6 months of this agreements ratification).

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

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

n. Reduction in Hours/Shifts

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

The reasons for a reduction in hours includes the following;

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

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

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

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

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

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

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

o. Casuals (NEW)

Casual Employees are employed on an "as and when required and take it or leave it 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 or service related provisions, do not apply to Casual Employees unless explicitly stated or as otherwise required by Statute.

When the Employer offers a period of work to a Casual Employee, he/she may choose to accept or decline that period of work.

Each period of work that a Casual Employee accepts (an “engagement”) will constitute a separate 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.

When a Casual Employee chooses to accept a shift that is offered to him/her, he/she will be required to attend work and complete that shift.

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

Casual employees will only be used if any additional hours/shifts which have become available for any reason, have been offered to and declined by existing Hourly Paid Employees within the restaurant.

Hours or Shifts covered by Casual Employees for four weeks or more, will be notified on the restaurant noticeboard (or electronically when this means become available during the term of this agreement) to enable current Hourly Paid Employees on either **Agreed Hours** or **Agreed Fixed Shifts** to apply for such Hours/Shifts as a temporary change to their current **Agreed Hours** or **Agreed Fixed Shifts**, unless such hours/shifts are mutually agreed to in writing as a permanent change. Temporary changes must also be recorded in writing.

Any Hours or Shifts being covered by Casual Employees are to be made available on request to permanent Hourly Paid Employees.

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

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

p. Conditions Applying To All Hourly Paid Casual Employees

Casual Employees will not be scheduled to work:

- A shift of less than 3 hours
- More than 9 hours per day
- More than 12 rostered hours from the time work is started on any day
- Be scheduled for more than 5 consecutive days in any week
- Without a break of 10 hours between the end of work started on one day and the start of work the following day

q. Transport

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

No team member under 16 years of age will be allowed to work after 10pm or prior to 6am, irrespective of parental consent.

No team member aged 16 to 18 years will be allowed to work after 10pm or prior to 6am, unless they have confirmed transport home.

3. BREAKS (AMENDED)

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

All Hourly Paid employees are entitled to take rest and meal breaks, in accordance with the Breaks Schedule below. It is the Company’s view that Hourly Paid employees must take all of their entitled breaks and that restaurant management is responsible for ensuring all Hourly Paid employees are provided with their entitled breaks.

Break Schedule

Hours Worked Per Shift	Break Entitlement
3 hours and not more than 4 hours	1 x 15 minutes
4 hours and not more than 6	1 x 30 minutes and 1 x 15

hours	minutes
6 hours and not more than 8 hours	1 x 30 minutes and 2 x 15 minutes
8 hours and not more than 10 hours	1 x 30 minutes and 2 x 15 minutes
Above 10 hours	Cycle starts again

All 15 minute breaks are paid breaks however the 30 minute breaks are unpaid breaks.

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

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

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

OR

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

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

There is no requirement for an employee to remain “on-site” during unpaid rest breaks. It is the Hourly Paid Employees responsibility to ensure that they adhere

to the Breaks Schedule i.e. leave and return from rest breaks within the scheduled break times.

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

Any disputes regarding Breaks must first be sent in writing to the Area Manager and/or Multi-Unit Manager to review the situation. If resolution is not achieved, the HR Team must be informed in writing and a full investigation will be undertaken.

4. PAY

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

a. Pay Adjustment

Performance reviews will be conducted regularly twice per year. Rates of pay will be reviewed annually, effective 1 April.

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

b. Payment Frequency

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

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

c. Deductions

On termination of employment or at such other times as Burger King may require, the Company may make reasonable deductions from a team member's pay (including holiday pay on termination of employment) for the value of any unreturned Company property, with due allowance for fair wear and tear, and/or any other debt the team member owes to Burger King (including over payments or payments made in advance).

5. HEALTH & SAFETY

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

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

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

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

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

Burger King will provide adequate first aid facilities.

Protective clothing and equipment appropriate to the work conditions will also be provided which must be worn. Team members will be instructed in the

proper use of protective equipment and failure to use such equipment will constitute serious misconduct. Such clothing and equipment remains the property of Burger King.

Where practicable, team members will be provided with a lockable locker for the duration of their shift. Generally, each restaurant will have a room available for meal and rest breaks. Where this is not possible such breaks may be taken in the dining area of the restaurant.

6. TRAINING

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

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

All employees have the opportunity and are encouraged to complete the online training modules during working hours and thereby progress to the Certified Team Member pay rate. Training is online and easily achievable. Any employee who requires additional support to achieve training levels can ask for ~~additional~~ support from the Training Team via their manager or by contacting the Area Manager, Multi Unit Manager, the Own It email or phone number or HR.

Employees may elect to opt out of training and this must be in writing. Opting out will be reviewed from time to time.

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

Employees who have opted in at the date of commencement with the Company will be reviewed at quarterly intervals to verify that such training is being undertaken by the employee.

For employees who have opted out of training at commencement with the Company and who subsequently opt back in such employees will have 12 months to complete the training prior to the review process outlined above being implemented.

All training must be verified as having been completed by the training department. Training should be verified by the training department within 4 weeks of a Team Member completing the online training. Any new wage rates for any training shall be from the date of verification by the training department.

If you have not had the results of your training within a 4 week period please contact the training team directly or HR on training@bknz.co.nz or ownit@bknz.co.nz

7. LEAVE

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

a. Public Holidays

Unless otherwise agreed, the public holidays are:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Waitangi Day
- Good Friday

- Easter Monday
- ANZAC Day
- The birthday of the reigning sovereign (observed on the first Monday in June)
- Labour Day (being the fourth Monday in October)
- Anniversary Day (or the day locally observed as that day)

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

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

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

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

b. Otherwise Working Day (NEW)

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

- If an employee has worked on a given day of the week for at least 7 out of the previous 13 weeks' then that day will be "otherwise a working day" (or a majority of weeks worked if their employment is less than 13 weeks).

- Notwithstanding the bullet point above, if an employee has worked on a given day for at least 3 out of the previous 5 weeks due to their roster arrangements, then that day will also be “otherwise a working day”.
- No employee should be disadvantaged by the calculation of an “otherwise working day”.

c. Annual Holidays

At the end of each year of employment with Burger King team members are entitled to four weeks’ annual holidays in accordance with the Holidays Act 2003.

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

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

d. Sick Leave

Sick leave is for situations where a team member, their spouse or a dependant is sick or injured. After 6 months service, team members are entitled to 5 days’ sick leave for each year thereafter. Unused sick leave may be accumulated to a maximum of 20 days.

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

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

e. Bereavement Leave

After six months’ current continuous service team members are entitled to bereavement leave as follows:

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

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

f. Parental Leave

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and amendments.

g. Long Service Holidays

Team members will be entitled to long service holidays as follows:

After 10 years' continuous service one holiday of 2 weeks

After 15 years' continuous service one holiday of 4 weeks

After 20 years' continuous service one holiday of 6 weeks

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

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

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

8. GENERAL

a. Commissions

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

b. Confidential Information

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

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

The above restrictions apply both during employment and after termination.

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

c. Outside Interests

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

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

d. Code of Conduct and Disciplinary Procedure

The Burger King Code of Conduct and Disciplinary Procedure applies to team members covered by this agreement. Team members may access a copy of the Code of Conduct and Disciplinary Procedure on BK CITY.

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

e. Uniforms

Burger King will provide all team members with 2 shirts, 2 pants, 1 cap and 1 name badge. Team members who work three or more shifts within four consecutive days will be provided with a third shirt.

9. TERMINATION

a. Notice

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

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

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

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

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

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

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

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

b. Redundancy (AMENDED)

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

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

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

If an Hourly Paid Employee's employment is terminated due to redundancy, they will be given four weeks' notice in writing or payment in lieu of notice, at

the election of Burger King. In addition, the Hourly Paid Employee will be paid redundancy compensation calculated at 2 weeks' pay for the first completed year of service and 1 weeks' pay for each subsequent year of completed service, provided that the maximum compensation payment will be 6 weeks' pay. In this context, one weeks' pay means the higher of the Hourly Paid Employee's ordinary weekly pay or their average weekly earnings as per the Holidays Act 2003.

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

c. Restaurant Closure

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

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

d. Employment Protection Provision

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

- In negotiating with the prospective employer, Burger King's objective will be to arrange for the Hourly Paid Employees continued employment by the new employer on their existing terms and conditions of employment.

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

10. REPRESENTATION

Burger King recognises Unite as the representative of those team members who have given appropriate authorisation.

In accordance with prevailing legislation, any authorised officer of Unite may enter a Burger King workplace at any reasonable time during working hours for purposes related to the employment of members and/or the union's business. The parties agree to comply with the Access Protocol between them dated 29 November 2013.

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

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

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

Burger King will allow Unite to hold paid member meetings in accordance with prevailing legislation. The timing of such meetings will be determined by mutual agreement with Burger King on the basis that sufficient team members

remain available to ensure that Burger King's operations continue during such meetings. The approval of Burger King will not unreasonably be withheld.

11. EMPLOYMENT RELATIONSHIP PROBLEMS

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

a. Definitions

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

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

“Personal Grievance” means a claim by team member against Burger King that:

- Team member have been unjustifiably dismissed; or
- Team member have been disadvantaged in employment by an unjustifiable action of Burger King, or
- Team member have been discriminated against in employment; or
- Team member have been racially or sexually harassed in employment; or

- Team member have been subject to duress because of membership or non-membership of a union or team members' organisation.

b. Raising an Employment Relationship Problem

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

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

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

c. Time Limit for Raising a Personal Grievance

If a team member wishes to raise a personal grievance, they must do so within 90 days of the date when the alleged grievance occurred or came to their attention, whichever is the later. The grievance is 'raised' as soon as team member has informed Burger King that they consider they have a personal grievance they want addressed.

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

d. Choice of Procedures

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

e. Statement of Reasons for Dismissal

In the case of alleged unjustifiable dismissal, team members are entitled to request that Burger King provide them with a written statement giving the reasons for dismissal. Team members are required to make this request to Burger King within 60 days of being dismissed or becoming aware that they have been dismissed. Burger King must provide that written statement within 14 days of receiving the request.

f. Other Options

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

12. TERM

This Agreement applies from the start of the first pay period falling on or after 1 April 2018 and expires on 31 March 2020.

13. SIGNATORIES

Dated at Auckland the __ day of _____ 2018

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SIGNED FOR AND ON BEHALF OF Antares Restaurant Group Ltd

.....

SIGNED FOR AND ON BEHALF OF Unite Incorporated

14. PAY SCHEDULE (AMENDED)

*Certified Team Member

**Certified Team Member with 12 months' service, must have retained Team Member certification.

Position	Year 1		Year 2		Year 3
	Rates Effective from 1 September 2017		Rates Effective from 1 April 2018 to 31 March 2019		Rates Effective 1 April 2019 to 31 March 2020
Team Member	\$ 15.85		\$ 16.70		
Certified Team Member *	\$ 16.11		\$ 16.96		
Certified Team Member with 12 months service**	\$ 16.40		\$ 17.25		
Maintenance	\$ 16.42		\$ 17.50		Year 2 + NMW increase + 0.10 cents
Team Trainer***	\$ 16.42		\$ 17.50		
	Pay Rate 1	Pay Rate 2 – Leading a Shift	Pay Rate 1	Pay Rate 2 – Leading a Shift	
Shift Assistant/Shift Leader****	\$ 17.00	\$ 18.30	\$ 18.00	\$ 20.20	

***Team Trainer must be certified as Team Trainer

****Shift Assistant/Shift Leader must be certified to Shift Leadership Level

The positions of Team Trainer, Shift Assistant/Shift Leader are limited per restaurant. A position must be available prior to the commencement of training.

Training will be offered via a Training Agreement which will be signed by both parties prior to the commencement of training. The Training Agreement will include a specific timeframe for training to be completed.

(The current position of Production Coordinator has been amended and is now the Shift Assistant/ Shift Leader.)

Any Employees leading shifts and who does not hold the appropriate Shift Leading Qualifications will be paid the appropriate pay rate for such Shift Leading periods. A full investigation will be undertaken into any such occurrence and where necessary training will be undertaken.

NMW means the national minimum wage as prescribed by the Government in each year.