Collective agreement

01 April 2026 - 31 March 2028

Parties

Unite Union Manatōpū

and

Antares Restaurant Limited, trading as Burger King NZ
Espresso Partners Limited, trading as Starbucks NZ
Premium Chicken Restaurants Limited, trading as Popeyes NZ

This is a Multi-Employer Collective Employment Agreement (MECA) pursuant to the requirements of the Employment Relations Act 2000.

Between:	**Unite Union Manatōpū** ("Union")
And:	Antares Restaurants Limited, trading as **Burger King NZ**; Premium Chicken Restaurants Limited, trading as **Popeyes NZ**; Espresso Partners Limited, trading as **Starbucks NZ**. ("we, us, Employer, Company, associated and/or related companies")
Term of this Agreement:	1st April 2026 – 31st March 2028

The parties above recognise that a positive employment relationship is based on the foundations of good faith. There are mutual obligations for all parties to have trust and confidence in the other, act professionally and constructively, not mislead or deceive one another and maintain a responsive and communicative relationship. The Employers recognise Unite Union as the representative of Employees covered under this collective agreement on the terms and conditions outlined in this agreement.

Employment is covered by the terms set out in this Multi-Employer Collective Agreement. Employees agree to comply with the Employer's employment policies, including the relevant handbook which apply and may be varied from time to time, but may not be inconsistent with this Multi-Employer Collective Agreement. Employees acknowledge that they have been provided with a copy of this collective agreement.

Signed for, and on behalf of, the named Employers:

Kerry Cornelious, Chief People & Culture Officer
Tahua Group Limited

Dated: 27 May 2026

Signed for, and on behalf of, Unite Union

Gerard Hehir, Assistant Secretary
Unite Union

Dated: 27 May 2026

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1. Coverage

1.1 This MECA applies to all present and future waged Employees of the named Employers, employed within the period of this MECA, but has no application to casual roles in Starbucks or waged roles in Popeyes of a supervisory and/or management nature.

1.2 Any existing or previous collective employment agreement relating to an Employee's terms of employment is therefore superseded by this MECA.

1.3 The Employers will apply this MECA in good faith and, subject to operational requirements and applicable law, do not intend that its ordinary application will materially reduce an Employee's gross weekly wages or conditions.

2. Variations / Amendments

2.1 This MECA may be varied by agreement between the named parties, provided a simple majority (50% + 1) of the covered waged Employees vote to support the variation / amendment.

3. Role responsibilities

3.1 The Employee's position is outlined in their letter of offer and schedule 1, and described in the position description. While employed, the Employee agrees to:

(a) perform the services set out in their position description in a professional manner and to the best of their ability; and

(b) not misrepresent the brand through their actions and behaviours whilst at work or whilst in uniform; and

(c) dedicate themselves fully to their duties during rostered work hours; and

(d) be ready and willing to work at least the minimum number of agreed hours of work specified in their offer letter, at the location specified in their offer letter; and

(e) complete assigned tasks to a reasonable standard and within reasonable timeframes, accepting that other reasonable duties or tasks may be required of the Employee; and

(f) not be employed or engaged in any other business that may interfere (or may appear to interfere) with the performance of their obligations under this collective agreement, without the Employer's prior written consent; and

(g) comply with the policies, rules and procedures that the Employer may introduce from time to time, and in accordance with this collective agreement.

4. Rules, policies, and procedures

4.1 The Employer has various policies including their handbooks. The Employers will ensure that Employees have access to these policies, and the Employee agrees to familiarise themselves with all relevant policies – and to ensure that they remain familiar with them over time.

4.2 The Employer will be entitled to introduce, vary or cancel, its rules, policies, and procedures as it considers necessary, and will consult with the Union where changes materially affect the working conditions of covered Employees. Such rules, policies and procedures, and all variations and cancellations of them will come into effect as notified by the Employer from time to time.

5. Hours of work

5.1 Agreed Minimum Hours: The Employee's agreed minimum hours of work, and preferred working times for rostering will be outlined in their letter of offer. Employees will be paid for every hour that they work. Employees will not be scheduled to work less than their Agreed Minimum Hours unless mutually agreed otherwise and recorded. Employees are not required to work any hours that exceed their Agreed Minimum Hours.

(a) Rosters will be published via the rostering system 10 days in advance and will be based around the following:

(i) Agreed Minimum Hours: the minimum hours Employees are guaranteed to be rostered each week and,

(ii) Preferred Working Times: the days and times the Employee has outlined as being available to be rostered.

(b) Unless agreed otherwise, the business will roster Employees for at least 2 shifts per week.

(c) There may be instances where the Employee or their manager asks the Employee to work outside of their preferred working times. Such requests will be agreed in advance and there is no obligation for the Employee to agree.

(d) Agreed hours will only be applied to Starbucks employees during the term of this agreement on the basis of trials as per the clause 4 of the 2026 Record of Settlement ("Starbucks – change of hours model per site")

5.2 The Employer will regularly review variances between Agreed Minimum Hours and actual average worked hours (based on a rolling 13-week period). Employees who have completed at least six (6) months service may request a review of their hours of work where they believe there may be a consistent difference greater than 20% between their Agreed Minimum Hours and actual average worked hours. Reviews will be conducted by the People & Culture (HR) department and Employees will be notified of the outcome within three working weeks of their request.

5.3 Agreed Fixed Shifts (when Agreed Minimum Hours do not apply): These will be specified in the Employee's letter of offer. The Employee will be paid for every hour worked. Rosters will be published 10 days in advance and Agreed Fixed Shifts will be consistent from week to week.

(a) Employees with Agreed Fixed Shifts are not required to work any hours outside or exceeding their fixed shifts, unless mutually agreed otherwise.

5.4 Any permanent variations to Agreed Minimum Hours or Agreed Fixed Shifts, or change between the two types, may be mutually agreed and will be recorded in writing. A notice period before the changes take effect will be mutually agreed.

5.5 Where there is a temporary request for the Employee to work more than 5 consecutive days and/or over 40 paid hours a week as additional time, for example to cover unplanned absence etc, the Employee's manager will consult with them. The Employee is not obligated to agree to such requests.

5.6 If an Employee covered by this MECA wishes to 'swap shifts' on a temporary basis, this may be requested via the Employee app. Store Manager approval to such requests will not be unreasonably withheld.

5.7 In the event that a location is temporarily closed for renovations/H&S reasons etc, and in the instance that it is not possible to temporarily relocate Employees to another location or find reasonable alternative work (including training), Employees will be paid the higher of their 13-week average hours, or their Agreed Minimum Hours or Agreed Fixed Shift Hours during the period of closure.

5.8 If a Burger King Employee covered by this MECA agrees to work on a consecutive sixth or seventh day, they 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 Employee has requested to work extra shifts for a sixth or seventh consecutive day at a location other than where they normally work, or if the Employee has requested or accepted a shift swap which results in them working on a sixth or seventh consecutive day.

6. Rostering

6.1 The business uses a rostering system which the Employee will be given access to. Rosters will be published 10 days in advance.

6.2 Rostered shifts may vary from week to week and will be based around the Employee's Agreed Minimum Hours and Preferred Working Times. Agreed Fixed Shifts will be consistent from week to week.

6.3 The Employer's preference is that Employees do not work more than 5 consecutive days and/or 40 hours per week (excluding unpaid meal breaks) and rosters will not be created for more than 5 consecutive days.

6.4 Unless agreed otherwise, each rostered shift will be a minimum of four (4) hours and a maximum of nine (9) hours. If the Employee agrees to come in for a meeting on a non-rostered day, then they will be paid at ordinary rate for the duration of that meeting only (a minimum of 2 hours will be paid).

6.5 Unless agreed otherwise, rostered shifts will have a minimum 10-hour break between days to allow for appropriate rest and relaxation.

6.6 All Employees are able to achieve up to 40 hours Agreed Minimum Hours per week, by agreement.

6.7 Permanent additional hours which become available may be offered to current Employees who:

(a) Are seeking permanent additional hours, and

(b) are suitably trained and qualified to perform the work, and

(c) are able to work on the times to accommodate the needs of the location, and

(d) whose Agreed Minimum Hours would not exceed 40 per week with the inclusion of the additional hours (excluding unpaid breaks).

(e) In the event that more than one Employee meets the criteria outlined above, then the Employee with the greatest length of continuous service will be given preference.

6.8 For Burger King employees, short term cover for additional hours / shifts will be offered to current Employees in the first instance using the same criteria in Section 6.7. Unless the Agreed Minimum hours or Agreed Fixed Shifts are to be kept available for waged Employees on long term leave, Parental Leave, ACC long service leave etc., or where in exceptional circumstances there is a temporary change in trading (i.e. road closures, building work etc.) available hours should be offered permanently 6 weeks after first becoming available.

6.9 Section 6.7 is not designed to prevent the Employer from recruiting new Employees to ensure sufficient cover for any location.

7. Breaks

7.1 Employees are entitled to rest and meal breaks in accordance with the Employment Relations Act 2000, which may vary according to how many hours the Employee works in a shift. The table below provides clarification.

Total length of work period (including breaks)	Minimum number of rest (paid) or meal (unpaid) breaks	Intended timing of breaks (as far is reasonable & practicable)
2 ≤ 4 hours	• 1 x 15 min rest break	1. In the middle of the shift
4.01 ≤ 6 hours	• 1 x 15 min rest break • 1 x 30 min meal break	1. One-third of the way through the shift 2. Two-thirds of the way through the shift
6.01 <10 hours	• 1 x 15 min rest break • 1 x 30 min meal break • 1 x 15 min rest break	1. One quarter of the way into the shift 2. In the middle of the shift 3. Three quarters of the way through the shift
10.00 + hours	If a period of 10 hours or more is worked, these requirements automatically extend to cover these additional hours on the same basis / formula as above.	

7.2 The Employee and their manager will assess the customer and business requirement on each shift so as to mutually agree on the actual timing and sequence of the Employee's breaks. Where possible and practicable, the business will endeavour to schedule breaks evenly throughout the length of the shift using the 15, 30, 15 order. Where agreement cannot be

reached on the timing and sequence of breaks, the intended timing of breaks above will apply, as far as is reasonable and practicable.

7.3 If the provided rostering system includes functionality for scheduling breaks, breaks will be rostered using this system.

7.4 While it is the intention that Employees take all required rest and meal breaks during their shift, there may be rare occasions when operational demands prevent one break from being taken. In such circumstances, and by mutual agreement only, any missed rest break will be fully compensated and paid as ordinary time worked. The occurrence of missed breaks will be closely monitored to ensure that this does not become a routine practice.

7.5 There is no requirement for an Employee to remain on site during an unpaid meal break. Where breaks are taken in customer-facing areas, Employees may remove or cover their uniform, where practicable, to ensure an uninterrupted break.

8. Pay

8.1 The minimum rates of pay are set out in the attached schedule for the Employer. An Employee's starting rate of pay will be confirmed in the key terms of the letter of offer.

8.2 Rates of pay will be reviewed annually, and any increases applied in accordance with this MECA.

8.3 Employees will be paid weekly by direct credit to their nominated bank account. The day of payment will be outlined in the schedule attached for your Employer.

8.4 During employment, or upon termination for any reason, the Employee authorises their named Employer to deduct from their pay any money owed by them to the Employer (including any overpayment and/or any leave taken in advance). Before making any deductions from their pay (including any outstanding holiday pay in a final pay) that have not previously authorised, the Employer will consult with the Employee unless the deductions are authorised by law (e.g. tax, student loan repayments, ACC, KiwiSaver, child support). The Employer will notify the Employee in writing of any intention to make a deduction and the amount to be deducted.

8.5 Provided Employees give written authorisation, the Employer will deduct union fees from the Employee's regular pay and remit them to the union at regular intervals.

8.6 Employee are entitled to claim expenses in accordance with the Employer's expenses policy.

9. KiwiSaver

9.1 The Employee may be eligible to join KiwiSaver under the KiwiSaver Act 2006. If the Employee is of eligible age and not already a KiwiSaver member, they will be automatically enrolled when they commence employment. Employees may choose to opt out between day 14 and day 56 of employment.

9.2 For KiwiSaver members, Employee contributions will be deducted from their total gross pay at the contribution rate chosen. If a contribution rate is not chosen, the default rate will apply.

Employee's may apply for a savings suspension through Inland Revenue and must provide evidence of approval if granted.

9.3 For KiwiSaver members, we will make Employer contributions at the minimum rate set by law, based on the Employee's total gross pay — unless they are on an approved savings suspension.

9.4 For Employees 65 years of age or older who continue contributing to KiwiSaver, the Employer will continue to make Employer contributions at the minimum rate prescribed by law, even though this is not a legal requirement.

9.5 KiwiSaver contributions are made in addition to the Employee's agreed wages.

9.6 All KiwiSaver contributions will be paid to Inland Revenue, which then distributes them to the nominated KiwiSaver provider. If an Employee hasn't selected a provider, contributions will go to the default KiwiSaver provider. Employees can change provider at any time.

10. Training

10.1 The Employers operate a dynamic and fast paced operation, and require all Employees to actively engage with the learning programmes, and cooperate to learn and apply the required skills as soon as possible.

10.2 Employees will have access to training that will allow them the opportunity to progress through the skills-based pay structure. Incremental pay steps will be awarded based on assessment of demonstrated competency.

10.3 The Employer expects all Employees to have completed foundational training and reach certified status within the first 12 months of employment, however each Employer has specific training criteria and expected progress milestones (e.g. Starbucks expect Barista's to achieve certified status within 90 days).

10.4 All time spent training (whether on-site or at home) is classed as working time and paid accordingly.

11. Location

11.1 The Employee will be based at the location specified in their letter of offer.

11.2 Dependent on business needs, the Employer may transfer the Employee to another location within a 12km radius from this location. Such a transfer may be due to business needs (including site closure, refurbishment works, exposure to training, health & safety issues, reduced customer demand etc) or as part of the Employee's career progression. This may be on a temporary or permanent basis.

11.3 Employee requests for a transfer to an alternative location for personal reasons (including relocation, study, domestic support etc) will be considered and not unreasonably withheld if the business can accommodate the request. Consideration will take into account operational requirements, available vacancies at the requested location and potential impact on business performance. Employees who feel that their request has been unreasonably declined have the

right to appeal to the People & Culture Manager within two working weeks of their request being declined.

12. Leave

12.1 We encourage Employees to take annual leave as they earn it to support positive health and wellbeing. Employees will be provided with leave entitlements (annual leave, sick leave, bereavement leave, domestic violence leave) in accordance with the Holidays Act 2003 and its amendments, and other relevant legislation. Details of how to apply and take leave will be provided in the Employer's handbook and further information on leave entitlements can be obtained from the Ministry of Business, Innovation and Employment.

12.2 **Annual Leave:** At the end of each year of employment, Employees are entitled to four weeks' annual holidays in accordance with the Holidays Act 2003. Leave may be taken in advance of the Employee's anniversary by agreement. Annual leave must be taken at a time agreed with the Employee's manager, but in the absence of agreement the Employer may direct the Employee to take the holidays by giving 14 days' notice.

(a) Payment for annual holidays will be made in the pay cycle that relates to the period during which the holidays are taken.

(b) For Employees on Agreed Minimum Hours (i.e. they do not have Agreed Fixed Shifts); this means it is likely that the Employee won't have a regular work pattern and therefore it is unclear what an ordinary week is. The attached schedule covers how we calculate leave.

12.3 **Public Holidays:** The Holidays Act 2003 defines Public Holidays for New Zealand.

(a) Recognised Public Holidays are: Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Matariki, ANZAC Day, Birthday of the Reigning Sovereign, Labour Day, Anniversary Day.

(b) Our businesses operate across the majority of these Public Holidays and as such Employees should expect that rostered shifts could fall on a Public Holiday and agree to work on a public holiday if that day would otherwise be a usual working day for them.

12.4 Where an Employee is required to work on a Public Holiday they will be paid for the time worked on the day plus half that amount again. If the public holiday falls on a day that would otherwise be a working day, the Employee will also receive an alternative day in lieu to be paid at their relevant daily pay. This should be taken at a time mutually agreed between you and your manager.

12.5 Where an Employee is not required to work on a Public Holiday and the day would otherwise be a working day for them, the Employee will be paid at their relevant daily pay for that day.

12.6 If an Employee agrees to work on a Public Holiday but are unable to on the day, then they will not be entitled to time and half, nor an alternative holiday. The day will still be considered a Public Holiday, and entitlement to any other type of leave will not be affected.

12.7 For the purposes of this MECA, an otherwise working day is defined as:

(a) a fixed day or shift; or

(b) if the Employee has worked the same day of the week for 7 out of the previous 13 weeks; or

(c) if less than 13 weeks service, or a recent agreed change to shifts, then a short-term pattern over the previous 4 weeks.

(d) The above 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 could be considered an otherwise working day. Any Employee whose working pattern does not meet the criteria (a) to (c) will be considered individually with each situation considered on its merits to ensure fairness.

12.8 **Sick leave, bereavement leave:** Following 6 months continuous employment (3 months for Popeyes Employees) and on the anniversary of this date each year thereafter, Employees shall be entitled to:

(a) 10 days paid sick leave which may be taken when they, their spouse or a dependent is sick or injured. Up to ten days sick leave may be carried over from one year to the next, to a maximum of 20 days current entitlement in total; and

(b) 3 days paid bereavement leave on the death of their spouse, parent, child, brother, sister, grandchild, grandparent, and spouse's parent; and

(c) 1 day's paid bereavement leave on the death of any other person if, after considering relevant factors, the Employer accepts they have suffered a bereavement. Relevant factors include the closeness of the association between the Employee and the deceased person, whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death, and any cultural responsibilities of the Employee in relation to the death.

(d) Burger King Employees covered by this MECA are eligible for an advance of their normal sick leave entitlement of up to 3 days paid sick leave after three (3) months of employment. Additional sick leave may be made available at the Employer's discretion. For genuine cases of long-term illness, if an Employee has used up all leave entitlements the Employer may, at its sole discretion, grant an additional award of up to five (5) additional days sick leave.

(e) An Employee may request for accrued annual leave to be used in the event where their sick or bereavement leave entitlement has been exhausted. Such requests will generally be approved unless there are compelling business reasons or operational requirements that prevent approval. In such cases, the reasons for refusal will be communicated to the Employee.

(f) It is recognised that sick leave is taken on the basis of the Company's trust and that taking sick leave without good and sufficient reason may be regarded as serious misconduct.

12.9 **Medical Certificates and Assessments:** If an Employee is absent from work due to sickness, a medical certificate may be required in accordance with the requirements of the Holiday Act 2003 at the Employee's cost. Where the absence is for less than three (3) consecutive calendar days and the Employer requires a medical certificate, the Employer will promptly notify the Employee of that requirement and will meet the cost of obtaining the certificate within 10 working days.

12.10 If an Employee wants to return to work after a period of absence on sick leave, or if the business considers that they may not be capable of the proper performance of their normal duties due to ill health (whether physical or mental), the Employer may require the Employee to:

(a) Provide a medical certificate (at the Employer's expense) certifying the Employee's fitness to resume normal duties; and/or

(b) Undergo an examination by a nominated registered medical practitioner (at the Employer's expense) in order to assess the Employee's fitness for work. The Employer will take into consideration the Employee's wishes when appointing a medical practitioner.

(c) A copy of any medical report provided by such a medical practitioner shall be available to both parties.

12.11 For the avoidance of doubt, the Employer may exercise this right for the purposes of:

(a) Determining whether granting the Employee on-going sick leave is appropriate;

(b) Determining whether the employment should be terminated for incapacity;

(c) Assessing the Employee's fitness for work and/or to return to work after a period of sick leave; or

(d) Obtaining a second opinion where the Employee has provided a medical certificate/report.

12.12 If the Employee is found to be unfit to perform their full normal duties the Employer may refuse to allow the Employee to return to work until medical clearance to resume full duties has been obtained.

12.13 The Employee agrees to cooperate with the medical assessments/examination and consent to the release of the subsequent medical report to the Employer for consideration in determining whether they are capable of fulfilling all of the requirements of their position.

12.14 **Parental leave**: Employees are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 and any amending or substituting Acts.

12.15 **Family Violence Leave:** Following six (6) months continuous employment, or earlier if the Employer agrees, Employees shall be entitled to up to 10 days of paid family violence leave. Family violence is also known as domestic violence. It means all forms of violence in family and intimate relationships. Family violence can be physical, sexual or psychological abuse.

A worker affected by family violence has the right to:

(a) take up to 10 days of paid family violence leave in a 12-month period. This is separate from annual leave, sick leave and bereavement leave; and/or

(b) ask for short-term flexible working arrangements. This can be for up to 2 months, and/or

(c) not be treated adversely in the workplace because they might have experienced family violence.

13. Health and Safety

13.1 Both Employees and the named Employers are committed to employment practices that promote health and safety in the workplace and will take all reasonable precautions for the health and safety of Employees and others on the premises. Employees must ensure that safety procedures are followed at all times and that they know the health and safety procedures and strictly adhere to them.

13.2 The Employer will provide personal protective equipment (PPE) appropriate to the work conditions. If PPE has been issued, then this must be worn. The Employer will provide certain roles with required PPE and these are listed in the key terms of the Employee's offer letter (see Schedule 1).

13.3 Employees must advise their manager of any medical conditions including stress-related symptoms occurring, which may impact on their ability to perform duties safely and/or impact upon the safety of others.

13.4 Should an Employee present to work in a state where, in a manager's opinion they are not in a fully fit state to work, or they are fatigued or impaired from performing duties safely, then out of concern for safety, the Employer reserves the right to stand the Employee down, pending an assessment of their health.

13.5 To make sure the work environment is safe and healthy, and to assess an Employee's fitness for work, the Employer may require the Employee to undergo regular health checks, including drug and alcohol testing. Failure to pass these health checks may result in suspension and/or disciplinary action up to, and including, dismissal.

13.6 Drug and alcohol testing may be required in the following situations:

(a) After an incident or near miss in which someone was or could have been injured; and/or

(b) If the Employer believes a reasonable cause exists, e.g. if an Employee's actions, appearance or behaviour suggest they may be impaired by alcohol or drugs.

(c) A reliable external agency will carry out the testing which shall be for levels sufficient for impairment at the time of the reasonable cause.

13.7 Under this MECA, Employees agree to:

(a) not be impaired or potentially impaired by drugs or alcohol when at work, travelling for work or representing the Employer; and

(b) be tested for drugs or alcohol if asked; and

(c) follow the testing procedures and not tamper with, or try to tamper with, the test or its results; and

(d) agree to the results being given to the Employer.

13.8 If the Employee does not meet any of these requirements, this may be considered serious misconduct.

14. Jury Service

14.1 Where the Employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and his/her ordinary pay for the day shall be made up by the Employer provided that:

(a) the Employee produces the Court expenses voucher to the Employer;

(b) the Employee returns to work immediately on any day he/she is not actually serving on a jury; and

(c) these payments shall be made for up to a maximum of five (5) days in respect of each separate period of jury service.

14.2 The Employer may apply for an exemption for the Employee from this duty, in respect to the operations of the business.

15. Termination of employment

15.1 By resignation: Employees may terminate their employment by giving the Employer at least the written notice outlined in Schedule 1 of their offer letter, and in the attached Schedule 4.

15.2 By notice for cause: the Employer may terminate employment for repeated cause by giving the Employee two (2) weeks written notice. Example reasons for cause, often referred to as misconduct, are outlined in the Employer's handbook, and policies & procedures. Repeated misconduct without improvement may result in termination.

15.3 Termination for serious misconduct: The Employer may terminate employment immediately without notice (known as summary dismissal) for serious misconduct. Examples of serious misconduct are outlined in the Employer's handbook.

15.4 Payment or deduction in lieu of working notice: If the Employee resigns or has their employment terminated (for whatever reason), the business may choose to pay the Employee in lieu of working some, or all of the specified period of notice.

15.5 Working during notice period: the Employee agrees to be available to perform their usual duties throughout the notice period. However, after giving or receiving notice of termination of employment (for any reason including redundancy) the business may choose, at our sole discretion, to:

(a) Require the Employee to work from alternative locations during some or all of the notice period and/or to undertake reduced, alternative or no duties during the notice period; and/or

(b) require that the Employee does not perform their duties, attend the workplace, or contact any clients, customers, or suppliers during the notice period.

(c) If the business invokes this clause, the Employee remains an Employee until the end of the notice period and continues to receive their pay and be bound by this collective agreement during that time.

15.6 On medical grounds: If the Employee is incapable of performing their duties under this collective agreement because of mental or physical illness or incapacity the business may terminate employment by giving the Employee two (2) weeks written notice.

(a) To assist the Employer in deciding whether to terminate their employment on these grounds the Employer may require the Employee to undergo (at the Employer's expense) a medical examination to assess the Employee's ability to perform their duties, as well as consider any assessment from the Employee's own medical practitioner(s) that is made available. The Employee's consent will be obtained, and the Employer will act in good faith in exercising this right.

15.7 Ability to suspend: The Employer may suspend the Employee, on pay, from the workplace or from all or any of their usual duties and/or responsibilities to enable an investigation into any workplace matter, or for health and safety reasons. Where any suspension extends beyond two weeks due to matters beyond the Employer's control (such as a police investigation into the Employee's actions or when they require sick leave during a disciplinary process) then the suspension may continue without pay.

(a) Before any suspension is implemented, the Employee will be given a reasonable opportunity to comment on the proposed suspension and their views will be considered before any final decision is made.

15.8 Termination by abandonment: Should the Employee be absent from work for a continuous period of more than three consecutive working days without notification or reasonable cause, they may be deemed to have abandoned their employment. The Employer will make reasonable efforts to contact the Employee during this time but if the business is unable to do so then the Employee's employment is likely to be terminated. Written confirmation of termination will be sent to the Employee's last known email address.

15.9 On termination of employment a certificate of service will be provided on request

16. Employee obligations on termination

16.1 On termination of employment, for any reason, or at any other time that is deemed necessary, the Employee must return all the Employer's equipment, relevant uniform items and property in a satisfactory condition as soon as practicable.

16.2 If the Employee owes the Employer any money and/or has not returned any property (for whatever reason), the Employer may deduct the amount and/or value that is owed from their final pay, including outstanding holiday pay, after consultation with the Employee.

17. Confidentiality

17.1 In the course of fulfilling their normal duties, the Employee may from time to time have access to confidential information, including any intellectual property, in relation to the Employer and its associated and/or related companies, its strategies, its customers and its marketing, among

other things. Confidential information should be treated sensitively, used for its intended purposes only and must not be shared for any purpose other than in connection with the Employee's employment both during and after employment.

18. Non-Solicitation

18.1 The Employee will work, and form relationships with clients/customers, staff, suppliers and others with whom the Employer has, or is building, a relationship with. These relationships are important to the business.

18.2 In recognition of the importance of these factors to the Employer, the Employee agrees to behave in the way set out in this clause, unless the Employee gets written permission from the Employer first.

18.3 The Employee shall not, either during their employment or for 3 months after leaving the business, do the following:

(a) Directly or indirectly, alone or with any other person, approach or solicit any of the Employer's clients or suppliers, or try to persuade them to end or limit their relationships with the business.

(b) Directly or indirectly, alone or with any other person, approach, employ, engage or otherwise try to take away any of the Employer's staff or contractors.

18.4 The following definition applies to this clause: "Client" means any person, organisation, business or entity that the Employer has commercially sold to or done business with in the 12 months before the end of the Employee's employment.

19. Redundancy / Restructuring

19.1 Where, due to operational needs of the business, the Employee's position is made redundant, the Employee shall be given the notice period outlined in their letter of offer and in the attached Schedule 5. The Employer may choose to pay the Employee in lieu of working some, or all, of the notice period.

19.2 The Employer will inform the union of any proposed redundancies at the same time as affected Employees.

19.3 In addition, the Employee will be paid redundancy compensation as outlined in their letter of offer and in the attached Employer schedules. In this context the week's pay will be the higher of the Employee's ordinary weekly pay or their average weekly earnings as per the Holidays Act 2003.

19.4 If employment is terminated due to a site closure, the Employee will be provided with notice and compensation as noted above. However, Employees who have their position disestablished due to a site closure, have no entitlement to redundancy notice or compensation payments if they are offered employment in a substantially similar position in another location within a 12 km radius of their existing location.

20. Technical redundancy - non application of redundancy provisions

20.1 The Employee shall not be considered redundant and shall not be entitled to any redundancy notice or compensation if the redundancy of their position occurs as the result of a sale, transfer or contracting out of all or part of the business and the New Owner/Employer offers employment in the same or a substantially similar capacity (or in any other capacity that the Employee is willing to accept) on conditions of employment which are, overall, comparable; and agrees to treat the Employee's previous service with the business as continuous.

21. Employee protection provision

21.1 This clause applies in the event that the Employer proposes to restructure (as defined in section 69OI of the Employment Relations Act 2000), and the work the Employee performs may or will be performed for or by a new Employer.

21.2 The Employer will start talks as soon as they can with the new Employer about the impact of the restructuring on the Employee. This will include negotiating whether the Employee can transfer to the new Employer, and if so, whether this will be on the same terms and conditions.

21.3 The Employer will:

(a) schedule talks with the new Employer;

(b) tell the Employee about the upcoming talks and the intended timeframes;

(c) tell the Employee what will generally be discussed;

(d) arrange for senior representatives of the Employer to engage in the talks with the new Employer;

(e) subject to any statutory, commercial confidence or privacy issues, give the new Employer all information about affected Employees, including details of terms and conditions of employment;

(f) encourage the new Employer to offer all affected Employees jobs with generally the same or better terms and conditions;

(g) report back to the Employee on the outcome of the meetings to the extent they relate to the Employee.

21.4 Whether the Employee is offered ongoing employment, and on what terms and conditions, will ultimately be the decision of the new Employer. As soon as possible after the commercial details are finalised and the Employer is permitted to, the Employer will disclose known information to Employees including information about the new employer, whether existing Employees 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 Employees covered by this MECA.

21.5 If the Employee does not transfer to the new Employer, the existing Employer will determine what entitlements (if any) are available to the Employee by discussing with the Employee:

(a) whether there are any options available to remain in employment with the Employer;

(b) their redundancy entitlements under this collective agreement (if any), and what this could mean for the Employee, including notice arrangements;

(c) whether the Employer can offer any additional support to the Employee, e.g. a reference.

21.6 The Employer will consider the Employee's comments and confirm in writing the outcome of these discussions to the Employee.

22. Privacy

22.1 The Employee agrees to comply with the comply with the provisions of the Privacy Act 2020 in relation to the collection, use, disclosure, storage, and access to personal information. The Employee must protect the privacy of personal information (for customers and/or Employees) they may handle during the course of their employment and ensure it is used only for legitimate business purposes. Any suspected or actual breach of privacy must be promptly reported to the Employee's immediate manager and the Privacy Officer.

22.2 The Employer may use surveillance equipment for security, and health and safety purposes. The surveillance equipment will exclude any audio recording except where such recordings are required for customer interactions and where Employees who may be recorded have been informed of the worksites areas that may record audio. The Employee agrees the Company may collect and retain personal information concerning any aspect of their employment directly from the Employee or appropriate third parties. Under the Privacy Act 2020, the Employee has rights and obligations and in particular, rights of access to, and correction of, personal information subject to any lawful exceptions under the Act.

22.3 Any suspected or actual breaches of privacy will be investigated and may lead to disciplinary action, up to and including dismissal.

23. Intellectual property

23.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by the Employee during their employment relating to the business of the Employer or capable of being used or adapted for use by the Employer, must immediately be disclosed to the business and will remain the absolute property of the Employer, during the term of this agreement and after termination unless otherwise agreed in writing by the Employer.

23.2 The Employee acknowledges that any work produced in the course of their employment is property of the Employer and the Employee waives their author's rights in any of that work. The Employee must not remove any of this work (or copies of it) from the business premises, other than in the ordinary course of their duties or with the Employer's express consent.

24. Conflict of interest

24.1 The Employee will not, during the duration of their employment, be directly or indirectly involved in any other business or activity that can, does or may appear to impact on the performance of their duties with the Employer.

24.2 The Employee agrees to formally disclose any actual, potential, or perceived conflicts of interest to the Employer as soon as that situation may arise. Where the Employee is considering entering into such an arrangement that may give rise to an actual, potential, or perceived conflict of interest, the Employee will seek the prior written consent from the Employer before doing so. The Employee also agrees that if they have any doubt about whether a potential situation may constitute an actual or potential conflict of interest then they will discuss that with their manager immediately before proceeding.

25. Employment relationship problems

25.1 If the Employee has any problem or concerns in relation to any aspect of their employment with the Employer, then the Employee should raise this with the Employer.

25.2 In the first instance, the parties will talk about the problems and try to find possible solutions. The Employee is welcome to request union representation at any meetings.

25.3 If the matter cannot be resolved through discussions, the Employee is entitled to use the procedure set out in the Employment Relations Act 2000 and its amendments for the resolution of employment relationship problems. Further information about these procedures can be found in the Employer's handbook and/or the Ministry of Business, Innovation & Employment.

25.4 The Employee must raise any personal grievance (other than sexual harassment) with the Employer within 90 days of the date on which the personal grievance occurred or came to their notice. The period is extended to 12 months for sexual harassment personal grievances.

26. Representation

26.1 The Employers recognise Unite Union as the representative of Employees covered under this collective agreement on the terms and conditions outlined in this agreement, who have given appropriate authorisation to the union.

26.2 The parties to this Multi-Employer Collective Agreement have agreed to comply with an Access Protocol to facilitate smooth and reasonable access to Employees and the workplace. The current protocol is attached as an appendix and may be amended by mutual agreement without requiring a variation to this agreement.

26.3 The Employers recognise the role of Employee representatives and allow those Employees reasonable paid time to carry out their functions, subject to the Employer's operational requirements.

26.4 Where practicable, an agreed format of a Unite provided A3 sized noticeboard shall be available for union notices, with an A4 size available where wall space is limited, the union will replace as soon as practicable any information which is incorrect or out of date.

26.5 The Employers will provide a mutually-agreed one-page document to new Employees when offering employment, for the purposes of helping them decide whether to join the union. This will be in electronic format with links to the Unite website (containing union contact information including fees).

26.6 In accordance with Section 26 of the Employment Relations Act 2000, the Employers party to this agreement will allow Employees to attend at least 2 union meetings per calendar year, each to a maximum of 2 hours duration.

(a) 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 notification timeframe.

(b) Sufficient union members shall remain on duty to ensure the Employer's business is maintained and its operations able to continue effectively.

(c) Normal duties shall resume as soon as practicable following the conclusion of the meeting.

(d) The union will provide each Employer a list of names of Employees that attend the meeting and advise the duration of the meeting as soon as practicable following the meeting. Provided the meeting falls on an otherwise working day for the Employee, the Employees will be paid ordinary time for their attendance at the meeting.

26.7 The union is entitled to allocate Employment Relations Education Leave (EREL) in accordance with Part 7 of the Employment Relations Act 2000.

(a) Provided that section 78 of the Employment Relations Act 2000 is complied with, an eligible Employee who is notified for EREL training that falls on a date that would not be an otherwise normal working day, will be given the equivalent paid time off another otherwise normal working day. Alternatively, the Employee may request they be paid the relevant daily rate for the training in addition to their usual working roster, but this option will be at the discretion of the Employer.

Schedule 1 – Key Terms contained within an offer letter

Date of agreement:	DD/MM/YYYY
Start Date:	DD/MM/YYYY
Continuous Service Start Date:	DD/MM/YYYY
Position:	(Role Title) The position description is attached to this letter of offer.
Required PPE (if maintenance role):	This role is required to wear safety footwear, which will be provided to you.
Reports to:	(Role Title)
Location of work:	(Name of site. Address of location)
Starting wage rate:	$NN.NN
Agreed Minimum Hours:	At least xx paid hours per week (excluding unpaid meal breaks), which will be rostered based on your Preferred Working Times, and any additional hours as reasonably required to perform the role.
OR	
Agreed Fixed Shifts:	XX hours per week (excluding unpaid meal breaks) which will be rostered as the following fixed shift each week. Monday: Tuesday: Wednesday: Thursday: Friday: Saturday: Sunday:
Pay Frequency:	Weekly on XXXX day, for the pay period ending the previous Sunday.
Redundancy Notice:	XX weeks (as per Employer schedule)
Notice period:	XX weeks (in writing) (as per Employer schedule)

Schedule 2 – Pay rates

Wages are paid in accordance with the following, effective 1 April 2026.

Wages rates as at 1 April 2027 will be reviewed on or before 31 March 2027.

Burger King	
Position	Ordinary hourly rate
Team Member (entry)	$24.15
*Team Member (*this role expires 31 March 2027)*	*$24.30*
*Team Member Level 3 (*this role expires 30 June 2026)*	*$24.51*
Certified Team Member	$24.90
Senior Team Member (e.g. Team Trainer, H&S Rep, Maintenance)	$25.30
Shift Assistant	$25.60
Shift Leader	$27.85

Popeyes	
Position	Ordinary hourly rate
Team Member (entry)	$24.15
Certified Team Member	$24.30
Senior Team Member (e.g. H&S Rep, Maintenance)	$27.20
Chef	$27.70
Starbucks	
Position	Ordinary hourly rate
Barista (entry)	$24.40
Certified Barista	$24.95
Coffee Master	$26.20
Supervisor (Training)	$26.20
Supervisor (Certified)	$28.40

Starbucks Overtime:

- For Starbucks Employees only, authorised overtime shall be paid at double the ordinary rate when an Employee works more than 48 hours in any working week, excluding unpaid meal breaks. A working week is defined as starting on Monday and ending on a Sunday. Periods of leave are not deemed to be 'time worked' and therefore are not eligible to be included in overtime calculations.

Starbucks Allowances:

- Higher Duties Allowance: Where any Employee, who is not a Supervisor or Supervision has been requested and authorised by the Store Manager or District Manager, is asked to undertake additional duties of managing a shift, a $1.00 allowance per hour worked (paid in addition to ordinary hourly rate) will be applicable.

- Late Shift Allowance: An allowance shall be paid to eligible Employees for time worked after midnight of $0.36 per half hour (paid in addition to ordinary hourly rate).

- Transport Allowance: the Employer will reimburse workers for their transport home when they work beyond midnight and their fixed shift did not already extend beyond midnight.

Schedule 3 – Working week definition

In a fast-paced, dynamic business operation, many Employees have Agreed Minimum Hours per week, worked according to a roster and do not have a regular work pattern. This often means that it is unclear what an 'ordinary week' is.

For the purposes of determining annual leave in accordance with the Holidays Act 2003, the following definitions apply:

Definition	Further Explanation
Employees are entitled to 4 weeks annual leave after each anniversary year of employment (12 months) as per the Holidays Act 2003.	The Annual Leave balance will be shown in weeks via the payroll app and on pay slips. The rostering system will display available Annual Leave in hours. This is an approximation only (based on a 13-week calculation). The accurate Annual Leave balance is only available on the payroll app.
A week is defined as: A week is determined by considering the Employee's working pattern and will be the greater of the average hours worked of either the last 13 weeks, or the last 4 weeks. **Note**: In most cases, our system uses the last 13-week average. However, if there has been a significant change in the Employee's work pattern (for example, due to a change in working hours) then this work pattern may be chosen to determine the week, rather than using the greater of the last 13 or 4 weeks average hours worked.	• Defining the week is necessary to work out the Employee's Ordinary Weekly Pay (OWP) at the time the leave is taken (not applied for). • The Employee will be paid for annual leave on the basis of the greater of either their Ordinary Weekly Pay (OWP) or Average Weekly Earnings (AWE).
A day of leave is defined as: • When a roster has been published: When a roster has been published, if an Employee applies for a day(s) of Annual Leave on a rostered shift, then this shift will be assumed to be the correct number of hours for that leave day. • When a roster has not yet been published (future leave): When an Employee applies for a day(s) of Annual Leave and the future roster has not yet been published, the proportion of a week they have applied to take will be determined by looking at their defined week (as above). This proportion will be deducted from the Employee's leave balance as part of a week.	As the manager is best-placed to determine the usual work patterns, the Employee's manager will consider their recent roster and/or clock times, when determining the length of a 'time-off' or 'annual leave' shift (i.e. the start and finish times for a shift), as if the Employee had worked the shift applied for.

A defined week will be broken down into the Employee's ordinary working days (these are the days the Employee usually works on average, and will be the days the Employee is able to take as leave) and how long each day is in hours.	
We encourage Employees to take annual leave as they earn it. Leave may be taken in advance by agreement with the manager.	Leave may be requested and approved to be taken in advance of the anniversary, subject to an available accrued balance not exceeding the accrued value of 8% of gross earnings.

Schedule 4 – Notice periods

The employee notice period (clause 16.1 of the MECA) will be outlined in schedule 1 of their offer letter.

The following termination notice periods will apply for the listed positions across the different brands:

Burger King	
Position	Notice period
Team Member (entry)	Two (2) weeks
Certified Team Member	Two (2) weeks
Senior Team Member (e.g. Team Trainer, H&S Rep, Maintenance)	Two (2) weeks
Shift Assistant	Two (2) weeks
Shift Leader	Two (2) weeks

Popeyes	
Position	Notice period
Team Member (entry)	Two (2) weeks
Certified Team Member	Two (2) weeks
Senior Team Member (e.g. H&S Rep, Maintenance)	Two (2) weeks
Chef	Two (2) weeks

Starbucks	
Position	Notice period
Barista (entry)	Two (2) weeks
Certified Barista	Two (2) weeks
Coffee Master	Four (4) weeks
Supervisor (Training)	Four (4) weeks
Supervisor (Certified)	Four (4) weeks

Schedule 5 – Redundancy notice periods and compensation payments

The Employee entitlement to redundancy notice (clause 20.1) will be outlined in schedule 1 of their offer letter.

The Employee entitlement to redundancy compensation (clause 20.3) will be outlined in schedule 1 of their offer letter.

The following redundancy notice periods and compensation will apply for the listed positions across the different brands:

Burger King		
Position	Redundancy Notice period	Redundancy Compensation
Team Member (entry)	Four (4) weeks	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 wages Employee's ordinary weekly pay or their average weekly earnings as per the Holidays Act 2003
Certified Team Member	Four (4) weeks	
Senior Team Member (e.g. Team Trainer, H&S Rep, Maintenance)	Four (4) weeks	
Shift Assistant	Four (4) weeks	
Shift Leader	Four (4) weeks	

Popeyes		
Position	Redundancy Notice period	Redundancy Compensation
Team Member (entry)	Two (2) weeks	Nil
Certified Team Member	Two (2) weeks	
Senior Team Member (e.g. H&S Rep, Maintenance)	Two (2) weeks	
Chef	Two (2) weeks	

Starbucks		
Position	Redundancy Notice period	Redundancy Compensation
Barista (entry)	Four (4) weeks	1 weeks' redundancy compensation paid, after 12 months of employment
Certified Barista	Four (4) weeks	
Coffee Master	Four (4) weeks	
Supervisor (Training)	Four (4) weeks	
Supervisor (Certified)	Four (4) weeks	

Appendix – Union Access Agreement

We value open and constructive relationships with Unite Union and therefore we support employee's right to union representation. This guideline sets out how Unite Union visits and representation are managed across: Burger King, Popeyes, and Starbucks.

- Unite Union organisers are entitled to visit our restaurants and stores to meet with team members.
- Unite Union will give a minimum of 24 hours' notice of a planned visit to the relevant People & Culture person, who will then inform the Restaurant/Store Manager (RM/SM) or Manager in charge.
- In order to avoid unnecessary disruption to business trading, visits should occur outside of peak trading times, as follows:
    - **Burger King & Popeyes:** Peak times are normally 12:00pm – 2:00pm and 5:00pm – 7:00pm; unless otherwise agreed.
    - **Starbucks**: Peak times are normally 6:30am – 9:30am and 11:00am – 1:00pm unless otherwise agreed.

  If the site is too busy or short-staffed, both parties will work together to reschedule to the next suitable time.
- Once the public dining room has closed (generally after 10:00pm or for safety reasons), no access will be permitted.
- Union organisers must sign-in and follow all visitor protocols, and health, safety, and security procedures, and remain in public or designated areas (not kitchens or back-of-house), unless there is a specific request relating to a Health & Safety concern.
- The RM/SM or Manager in charge will advise the team that a union visit is taking place. Employees may choose whether or not to speak with the union representative, and be under no pressure when deciding. The Employee will be required to inform the union representative directly of their decision.
- Conversations with union representatives will be individual, voluntary, and paid as work time. Length of conversation will reasonable and last 10–15 minutes.
- Discussions should occur in a designated seated or meeting area where available. Every effort will be made to not adversely impact the customer in-store experience.
- Employees who are union delegates have the right to represent members and visit other sites within their brand, providing that:
    - The required notice is provided as above; and
    - The visits are not considered working time; and
    - While visiting another site, union delegates are not paid, and must wear Unite Union clothing.
- Both management and Unite Union agree to act professionally, respectfully, and in good faith to resolve any issues quickly and constructively.
- For questions or concerns, contact your People & Culture Manager. Escalations are via Gerard Hehir, Assistant Secretary Unite (021 0294 0345) or Kate Hope-Ede, Senior People & Culture Manager (022 064 6788)