



WENDCO (NZ) LTD AND UNITE UNION INCORPORATED

COLLECTIVE EMPLOYMENT AGREEMENT

~~21 May 2015 – 21~~

22 May 2017 – 22 May 2020

Negotiated by Unite Union and Wendco (NZ) Ltd

INTRODUCTION

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

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

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

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

Wendco (NZ) Limited

Collective Employment Agreement

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1. The Parties and Coverage

The parties to this collective employment agreement are:

1.1 ~~1.1~~ **Wendco (NZ) Limited, the “Employer” and**

1.2 ~~1.2~~ **Unite Incorporated, the “Union”**

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

2. ~~2.~~ Term

2.1 ~~2.1~~ The provisions of this Collective Employment Agreement shall take effect from ~~2122~~ May ~~2015~~2017, and shall remain in force until ~~2122~~ May ~~2017~~2020.

3. ~~3.~~ Location and Transport

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

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

~~3.2~~ 4. Shift Supervisors will have a flexible work location. All reasonable efforts will be made to keep the location within a reasonable distance, taking into consideration employee's personal circumstances.

4. Employee's duties

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

~~4.21.1~~ Diligently, faithfully, and to the best of the employee's abilities at all times, devote the whole of their time to carrying out the duties of the position, a list of which is set out in Schedule B and in a manner which will best promote the interests of the company.

~~4.31.2~~ From time to time perform other duties within their capabilities in addition to those set out in the Schedule B.

4.2 ~~4.4~~ Job rotation enables employees to experience all aspects of his/her restaurant's operation and provides a well-trained and versatile person who can be assigned to any of the several work-stations. Normally during rush periods, employees should be assigned to their best stations so that customers get the best service we can offer. During slow periods, ~~you/they may~~ be asked to work other stations to gain greater familiarity and expertise. Employees are entitled to ask the management team to be trained on other positions, and for such requests to not be unreasonably ~~withheld~~denied.

~~4.3~~ 5. In order to comply with food hygiene regulations, employees are required to disclose to the restaurant manager any illness or disease likely to cause food poisoning or which may be harmful to customers or staff (such as vomiting and diarrhoea). Employees must not return to work until they receive a clearance from their doctor.

5. Employee representations

The employee agrees that:

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

6. ~~6.~~ Probationary period of employment

- ~~6.1 The employee's employment is subject to a probationary period of up to three months during which time his/her performance and conduct will be carefully appraised and monitored. This probationary period is intended to replace any statutory trial period proposed to be included in amendment legislation to the Employment Relations Act.~~
- ~~6.2 During the probationary period the Employee's performance will be reviewed regularly. The Employer will provide the Employee with reasonable training and support to assist the Employee in achieving the expected performance requirements. In the event of unsatisfactory performance or conduct during this trial period, the Employer shall instigate a formal investigation process, and the Employer may issue a formal warning about the consequence of continued unsatisfactory performance / conduct.~~
- ~~6.1 6.3 The parties agree that when an employee starts their employment it is really important that they are given feedback about their performance so that they can give their best efforts to the job.~~
- ~~6.2 In order to ensure that expectations are clarified during the beginning of the employment relationship and that feedback is ongoing, the employee will serve a probationary period of 90 days from the commencement of their employment with the employer.~~
- ~~6.3 During this period the employee's performance will be monitored and reviewed by the employer in terms of the skill required of the position, performance and team compatibility. The employer shall take reasonable steps to provide any necessary assistance.~~
- ~~If at any time during the Employee receives two formal warnings within the trial period, and their performance continues to be below probationary period, the employee fails to demonstrate the required standard, skills and attributes, or if in the Employer shall be entitled (after following employer's reasonable opinion it is inevitable that the formal disciplinary procedure) to terminate the Employee's employment by giving employee will fail to meet expectations during the probationary period, the employer may give one weeks week's notice in writing, of termination of their employment or payment in lieu. (The Employer shall be entitled to terminate after following the formal investigation procedure without notice if of notice. For the Employee commits an act of serious misconduct).~~
- ~~6.16.4 6.4 The Employer may extend avoidance of doubt the trial notice period for a further period of one month provided in the event that the Employee receives a second formal warning within the trial period, or in the event that the Employee is absent from work for periods which together exceed two weeks. termination section does not apply to termination in accordance with this clause.~~
- ~~6.5 7 There shall be at least one review of the employee's performance prior to termination during the probationary period. The employee should be given a reasonable amount of time to improve their performance.~~

6.6 In the event that the employer dismisses the employee in accordance with this probationary period, the employer must explain to the employee the reasons for the dismissal.

6.7 Nothing in this probationary period clause prevents the employee from terminating the employee's employment without notice in accordance with the termination clause in this agreement.

7. Hours of work and security of hours

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

7.2 The parties agree that they will meet at the expiration of 4 months from the date of ratification to discuss clause 7.17, if either party requests to do so, and will discuss identified issues with a view to finding a mutually acceptable solution.

7.1 Availability

~~Upon employment, the Employer and the Employee will agree on the days and hours of work availability, which shall only be changed by mutual agreement. Or in the case of current employees where a change of availability has already been approved via the Schedule B or H which is held by the Employer on the Employees personnel file, this will be the agreed days and hours of availability.~~

7.2 Roster

Rosters

7.17.3 The employer operates a roster system in accordance with its policy. The Employees hours of work will be set out in the roster based on the availability in 7.1. The scheduling of the days of the week on which work is to be performed and the start and finish times of work is flexible, but must be within the employee's Agreed Working Times.

7.4 Rosters shall be published and Rosters are prepared with reference to employee's individual guaranteed minimum hours (for union members) and within their Agreed Working Times.

7.5 Rosters are made available on a in store or electronically on Tuesday. The evening:

a) Confirmed roster will confirm the employee's hours of work for the work period commencing the following Monday to Sunday. Subject to clause 7.7 week and, any amendment to the published confirmed roster shall require mutual agreement between the Employer and the Employee. A.

b) Proposed roster for the next following week will provide initial notice for the proposed hours which may be subject to change

7.6 Employees who wish to temporarily adjust (one off situation) their Agreed Working Time must complete the Rostering Assistance book 2 weeks in advance. This may affect the minimum guarantee of hours (if applicable) of that week and these proposed. A short term increase in Agreed Working Times (eg School Holidays), can also be recorded in the Rostering Assistance book but may not lead to any increase in hours. If the employee is using the Rostering Assistance book to regularly adjust the Agreed Working Times, the Operations Manager may require the employee to submit a request to change hours, which will be considered following the usual process.

7.7 If employees wish to swap a rostered shift they will need to seek prior authorisation from the restaurant manager. This may affect the minimum guarantee of hours are of that week.

7.27.8 Employees are expected to work confirmed rostered hours (subject to change approved leave or unavoidable absence for illness or approved swaps).

7.9 7.3 In exceptional circumstances the employer may have to cancel a rostered shift. If the employer cancels the shift by providing 48 hours of notice and providing the minimum guaranteed hours are met, the employee will not be paid for the shift and will not receive any

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other compensation. If the employer cancels the shift between 24 and 48 hours before the shift commences the employee will be entitled to cancellation compensation of 25% of the wages for the cancelled shift unless the employee will otherwise not meet the minimum guaranteed hours in which case they will be paid up to their minimum hours and compensation will be adjusted accordingly. If the notice period is 24 hours or less the compensation paid shall be 50%. If both the employer and employee agree that the employee shall not work all or part of a shift the employee will not be paid for those hours not worked.

Minimum Shift Duration

~~7.37.10~~ The minimum shift duration is ~~3~~three hours for any day unless an employee is required to attend an official meeting or training session in which case a 1-hour minimum applies. ~~In special circumstances at the request of an employee, lesser shifts may be mutually agreed between the employee and the employer.~~one hour minimum applies.

~~7.47.11~~ Any early shift ~~finished~~finish will require mutual agreement between the employer and the employee and where this would mean that the guaranteed minimum hours ~~are~~is not reached in any week, this will not be a breach of ~~this~~the agreement. This will be recorded as per Company Policy. ~~All shifts will be continuous.~~

~~7.12~~ Unless otherwise agreed in writing, all rostered shifts will be continuous. Agreement can be revoked at any time.

Minimum Guaranteed Hours

~~7.13~~ It is agreed that the following provisions (7.12 – 7.16) relating to Minimum Guaranteed Hours shall only apply to employees who are members of the union at the time of the proposed roster being posted. Allowing for an initial training period, proposed rosters including the employee's guaranteed minimum hours (at least 10 hours per week) will be posted no later than 5 weeks after commencement of employment. For employees who have completed the initial training period who are union members when this agreement is ratified, or who join the union after this agreement is ratified, proposed rosters including the employee's guaranteed minimum hours will be posted within 14 days of ratification of this agreement or the employer being notified that the employee has joined the union.

~~7.14~~ For employees who are employed at the time of this agreement coming into force, the minimum guaranteed hours per week will be the security of hours figure applicable at the time. For employees who join the union after this agreement comes into force, the minimum guaranteed hours will be calculated based on 80% of the average hours worked over the preceding quarter or actual weeks worked, if the employee has not been employed for a complete quarter.

~~7.15~~ Applicants for employment after the date of commencement of this agreement, will be offered employment with an individual guaranteed minimum hours number subject to 7.12. The guaranteed minimum hours offered will be determined by the Manager taking into account the individual's nominated working times and the available crew hours in the restaurant. Acceptance of the offer of employment on these terms occurs when:

- The parties have reached an agreement on working times and guaranteed minimum hours, evidenced by signed Agreement Working Times / Guaranteed Minimum Hours form; or
- The employee works a shift for the employer prior to reaching agreement on working times and guaranteed minimum hours.

~~7.16~~ If an employee wishes to increase or decrease minimum guaranteed hours, the employee must make a request in writing to the Operations Manager. That request will be considered in good faith to attempt to reach resolution, and the Operations Manager shall take into account regular working of additional hours by the employee in reaching his/her decision. Change to guaranteed minimum hours may only be by mutual agreement. Where agreement is reached, the change will be recorded in writing.

Rostered hours above the guaranteed minimum hours

- 7.17 The employee shall have the right to decline rostered hours in excess of the guaranteed minimum hours subject to the following:
- A. Where the employee has been rostered to work in excess of the minimum guaranteed hours, the shifts which cannot be declined will be identified by the Manager.
 - B. The employee must decline the proposed rostered shift by 5pm on the Friday after the proposed roster is posted.
 - C. The decline must be notified following the required process.
 - D. The employee must decline a whole shift, unless the following applies:
 - The employee may request to decline part of a rostered shift, but the request will only be approved for hours at the beginning or the end of a rostered shift, where the declined hours are 3 hours or more.

Agreed Working Times

Applicants for employment will indicate their available working times as part of their written application for employment. The employer will offer employment based on the working times indicated by the applicant in the application form, and guaranteed minimum hours determined by the Manager (paragraph 7.15

- 7.4 Guaranteed minimum hours of work
- a) An employee's hours of work may change from week to _____ week
 - b) The employer commits to rostering employees for a _____
minimum of 10 hours per week
 - c) From the 1 October 2015, all Wendys employees will be offered 80% security of hours up to a 32 hour weekly cap, based on the average of the previous quarterly hours worked. The average hours from 1 October 2015 to 31 December 2015 will be based on average hours worked from 1 July 2015 to 30 September 2015.
 - d) All new employees will have their quarterly 80% hours average calculated based on the minimum number of hours agreed at time of hiring until they have worked a full quarter (1 Jan – 31 March / 1 April – 3 June / 1 July – 30 September / 1 October – 31 December).
- 7.5 Availability changes
Availability change requests need to be approved in writing by the Restaurant Manager and Support Office. A Schedule B or H Change of Availability Form needs to be completed in full and handed to the Restaurant Manager. If approved, confirmation in writing will be sent to the crew member. If approved the 80% hours average will be applied based on the new minimum hours agreed until they work a full quarter (1 Jan – 31 March / 1 April – 3 June / 1 July – 30 September / 1 October – 31 December).
- 7.18 7.6 ____). Acceptance of the offer of employment does not occur until the parties have reached an agreement on working times and guaranteed minimum hours, evidenced by a signed Agreed Working Times / Guaranteed Minimum Hours form or the employee works a shift for the employer prior to reaching agreement on working times and guaranteed minimum hours.
- 7.19 For employees who are employed at the time of this agreement coming into force, the agreed working times shall be as currently recorded in writing and held by the company.
- 7.20 If an employee wishes to change agreed working times, the employee must make a request in writing to the operations manager. That request will be considered in good faith to attempt to reach resolution. Change to agreed working times may only be by mutual agreement. If the employer believes, on reasonable grounds that the employee may no longer be available to work during the agreed working times, the employer may require that the employee confirms their agreed (as held in writing) work times or submits a request to change agreed working times.
- 7.21 Where agreement is reached the change will be recorded in writing

Additional hours

7.22 Employees will not be rostered outside their Agreed Working Times unless specifically agreed and on a one off basis.

7.23 Accepting additional hours will not result in a change to the minimum guaranteed hours.

7.24 Where additional hours become permanently available, these hours will be offered via the notice board (or electronically when capable) to existing crew, before new crew are employed. The employer shall determine whether hours are available and when hours are available based on the needs of the business and minimum staffing requirements and this provision is not intended to restrain the employer from recruiting new employees to ensure sufficient cover. Longer serving crew will have preference dependent on skill level, and agreed working times and subject to a maximum of 40 hours per week.

Reduction ~~or increase~~ in hours

~~7.57.25~~ On occasion, should there be a business need to reduce hours in store, this reduction as far as practicable will be uniformly applied.

~~7.67.26~~ This includes but is not limited to the following: circumstances which result in a significant variation in customer demand, downturn in sales or reduction in labour requirement

~~7.7~~ Where there is a significant variation in customer demand or where there is a downturn in sales this may include:

- competitor openings
- ~~—~~ An extraordinary marked and sustained downturn in sales
- where a pattern of trade has not yet been established
- extreme events ~~i.e. for example~~ earthquakes, ~~weather related~~ weather-related events, building damage, unforeseen and prolonged road works

~~Where more hours have been used to cover peak periods or events for a period of time, such as special events and school term holidays (except summer vacation), new restaurant openings and other special projects, these additional hours will not be taken into consideration for average hourly calculations.~~

7.27 The process for reduction in hours of any employees shall not prevent Wendy's Hamburgers from declaring redundancy if there is a need to reduce the number of employees employed in a particular restaurant, and following the standard consultation with the union dictated by Section 4 of the Employment Relations Act.

Concern about hours

~~7.87.28~~ If the employee has any concerns about their hours, they should raise this in the first instance with the restaurant manager and then the district manager if resolution is not achieved. If the matter is not resolved ~~in within~~ a reasonable ~~time frame by the Restaurant Manager or District Manager~~ timeframe, human resources will investigate.

~~The process for reduction in hours of any employees shall not prevent Wendys Hamburgers from declaring redundancies if in its sole opinion there is a need to reduce the number of employees employed in a particular restaurant.~~

~~7.7~~ Additional shifts

~~When additional hours become available, these hours will be offered to existing staff before new staff are employed. Subject to the needs of the business, minimum staffing requirements, skill level and job classification, longer serving staff will have first right of refusal of available hours. The company is not required to provide more than 40 hours in any one week.~~

8. ~~8~~ Rest Breaks

~~8.1~~ The Employee is entitled to the following breaks:

BREAK SCHEDULE

0-3 hours worked	Nil
3.01 – 4 hours worked	10 min or
4.01 – 7 hours worked	15 min paid plus 30 min unpaid
7.01 – 8 hours worked	15 min paid plus 30 min plus 15 min

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~~8.1~~ ~~8.1~~ The Employee shall not be employed for more than 5 hours continuously without an uninterrupted interval of not less than 30 minutes for an unpaid meal break.

~~8.2~~

~~8.2~~ The timings of rest breaks and meal breaks can be flexible and can follow any arrangement agreed between the Employer and the Employee. If an agreement cannot be reached, the rest of the meal breaks are to be spread evenly throughout the work period, where reasonable and practicable. After 8 hours breaks will be given as if a new shift has begun.

~~8.28.3~~ Should the meal break be interrupted for work reasons, the Employee may extend his/her break by the period of the interruption.

~~8.3~~ ~~8.3~~ The Employee is entitled to the following breaks:

BREAK SCHEDULE

4 hours	15 min paid break
4 – 6 hours	30 minute unpaid and 15 minute paid break
6 – 8 hours	30 minute unpaid break plus two 15 minute paid breaks

~~8.4~~

~~8.4~~ 9. In exceptional circumstances where an employee is unable to take a rest break due to work demands, and if there is agreement between the Employer and the Employee, the Hourly Employee may elect to either:

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

OR (in the case of missed paid breaks only)

(b) Request the Restaurant Manager or Restaurant General Manager amend the time sheet record of the Hourly Paid Employee to add the time or any portion of any break time period missed to the actual clock out time.

~~8.5~~ Where eligible for a 30 minute meal break, employees are entitled to a 50% discount off the single item price displayed in the restaurant excluding pre-packaged items and "Mates Rates" deals. Meals are supplied and consumed in accordance with the Company's Meal Policy.

~~8.6~~ Tea, coffee and tap water will be provided in all breaks.

9. Remuneration

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

~~9.2~~ Overtime is payable at the Employee's ordinary hourly rate set out in the First Schedule

9.2 ~~9.3~~ No wages will be paid until the Company receives the Employee's timesheet completed with the hours worked. These are completed through signing on and off the register system.

9.3 ~~9.4~~ Wages will be paid weekly on Friday (or the previous working day when affected by public holidays) for work undertaken in the previous week for which completed timesheets have been received. This payment will be via direct credit transfer to a bank account nominated by the employee.

9.4 ~~9.5~~ Employees' wage/Union Members wage rates will increase by the increments set out in Schedule A.

9.5 ~~9.6~~ Except in special circumstances, or unless otherwise agreed, no employee shall be scheduled to work without a break of 9 hours between the end of work started on one day and the start of work on the following day.

9.6 ~~9.7~~ The Supervisor Allowance is to be paid to any Shift Supervisor for any time they are rostered to run shift in the absence of any Manager and assumes full Manager responsibilities.

10. ~~10.~~ Uniforms/Standard of Dress

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

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

10.3 ~~10.3~~ The Employee is responsible for the laundering of the uniforms and correct trouser length.

10.4 ~~10.4~~ The Employee is to provide his/her own shoes and socks in accordance with the Company's Dress Policy ~~in Schedule D.~~

10.5 ~~10.5~~ On termination, the Employee shall return his/her uniform. Failure to return the uniform will result in a deduction from the Employee's final pay. This will be at the full uniform cost.

10.6 ~~10.6~~ The Employee will comply with the Company's Dress Policy ~~outlined in Schedule D.~~ Crew in nominated restaurants may be required to provide their own black trousers.

11. ~~11.~~ Pay reviews

11.1 ~~11.1~~ After Minimum rates and allowances payable are in the Schedule A and form part of this agreement.

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Phase I training will be offered to all union members within the first 6three months of employment within a particular position the employee will receive or within three months of joining the first pay increment as per First Schedule. This conditionunion. When Phase I is not applicable for non-completed by union members.

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11.2 11.2 At intervals stated in and then verified by the First Schedule (first being at Training Manager, payment will be backdated to the date of completion of the first 12 months of continuous work) the employee is guaranteed a performance review for the preceding 12-month period. Upon successful completion of the performance review, employees will receive a pay increment, as set out in the Company performance review schedule.

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11.11.3 11.3 Guaranteed crew performance reviews for union members will be conducted after one year's service or on the service anniversary after joining the union.

11.211.4 11.4 Employees who work less than 30 hours per week who do not meet standard according to the performance review schedule will be given a 3 month period to bring performance levels to the required standards.

11.311.5 11.5 Employees who work over 30 hours per week who do not meet standard according to the performance review schedule will be given a 6 week period to bring performance levels to the required standards.

11.411.6 11.3 The employee shall cooperate with the Company in each 12-monthly review, and will provide all information that is held by the employee and may be necessary to complete the review.

11.511.7 11.4 In reviewing the employee's performance, focus will be placed on:

- (a) the employee's efficiency and competence in carrying out the duties, and in meeting any established targets;
- (b) the employee's staff relations and public relations with the customers of the employer;

11.611.8 11.5 The review will be produced in writing and a copy will be held in the employee's file. It will not be disclosed to any other employee. Exceptions to this are members of the Company's Management staff who may be involved in considering the review.

11.9 12. Where a performance review has not been completed and documented (by the employer) within four weeks of the scheduled review date then the employee will automatically receive the increment, backdated to the scheduled review date. Exceptions to this are long term illness or extended leave.

12. Holidays

12.1 13. Employees are entitled to 4 weeks paid leave calculated in accordance with the provisions of the Holidays Act 2003 on completion of one year's service with the employer. Holidays must be taken at a time of mutual agreement between the employer and employees. If the employer and employees are unable to reach agreement as to when employees will take annual leave holidays, the employer will give not less than 14 days notice of the requirement to take holidays.

12.1 13. Crew are entitled to four weeks annual leave after each anniversary of their employment.

12.2 Annual holiday entitlement (based on what constitutes a week for the employee) will be determined in accordance with the Holidays Act 2003.

12.3 All Annual Leave is paid at the greater of Ordinary Weekly Pay or Average Weekly Earnings.

13. Work on Public Holidays

~~13.1 Employees shall work on Public Holidays when rostered to do so by the employer.~~

~~13.1~~

~~13.2.1.1 The employer shall give reasonable notice to the employee whenever possible if they are only required to work on a public holiday if they have volunteered to work and have been rostered to work on a public holiday. An employee volunteers to work on a public holiday by recording their name on the Volunteer Sheet which will be posted in the crew room or electronically at least one week prior to the proposed roster.~~

~~13.3.13.2 If an employee is required to work for the whole of or works on any part of a Public Holiday, then the employer will pay the employee at the rate of their hourly rate the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus 50% half that amount again (time and a half) for those hours worked on the Public Holiday-).~~

~~13.4.13.3 If An employee is required entitled to work for an alternative holiday if the whole or employee works on any part of a public holiday which and the public holiday falls on a day that would otherwise be a normal working day, then the employee will be entitled to a day off in lieu which will be paid at the relevant daily pay for the day taken, for the employee.~~

~~13.4 If an employee is does not required to work on a public holiday that is one of their normal and the day would otherwise be a working days day for the employee, the employer will pay the employee the full amount of their normal employee average daily pay for this that day.~~

~~13.5 For the purpose of determining whether a day would otherwise be a working day, for alternative holiday entitlement the parties have agreed to adopt a formulaic approach taking into account the factors listed in section 12(3) of the Holidays Act 2003 and have agreed that a day will otherwise be a working day where:~~

- ~~• An employee has worked more than 50% of the same day of the week in the preceding 6 months; or~~
- ~~• An employee has worked on a given day of the week for 8 out of the previous 8 weeks; or~~
- ~~• More than 50% of the time employed if employed for less than 6 months; or~~
- ~~• There are individual circumstances relevant to the employee or to the public holiday that have resulted in the parties forming an expectation that the day would otherwise be a working day for the employee concerned; or~~
- ~~• The parties otherwise agree that the day will "otherwise be a working day".~~

~~13.5.13.6 This section does not operate to reduce any entitlements or obligations under the Holidays Act.~~

~~13.6.13.7 Public Holidays are set out by the Holidays Act 2003 and include: Christmas Day, Boxing Day, New Years Day and the 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Queens Birthday, Waitangi Day and the Anniversary in the province which the Employee lives.~~

14. 14. Sick Leave

~~14.1 14.1 After 6 months' continuous employment the Employee shall be entitled in each subsequent year of service to sick leave for up to 5 days calculated at the Employee's relevant daily pay. Sick leave may be taken in the following circumstances:~~

- (a) When an employee is sick or injured; or
- (b) When the spouse of the Employee is sick or injured; or
- (c) When a dependent child or dependent parent of the Employee or of the Employee's spouse is sick or injured.

14.2 ~~14.2~~—Unused sick leave can be accumulated to a total of 20 days.

14.3 ~~14.3~~—Unused sick leave, including accumulated sick leave, is not paid by the employer if the employment ends.

14.4 ~~14.4~~—The employer may require the employee to produce proof of sickness or injury for sick leave taken under section 65 if the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.

14.5 ~~14.5~~—The employer may require proof of sickness or injury within 3 consecutive calendar days if the employer –

- has reasonable grounds to suspect that the sick leave being taken by the employee is not genuine because none of the grounds in ~~47~~14.1 are met; and
- informs the employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required; and
- agrees to meet the employee's reasonable expenses in obtaining the proof.

~~14.6~~ ~~14.6~~—Where a medical certificate has been requested in line with the Collective Agreement, the employer shall reimburse the employee within 7 calendar days of receiving the receipt.

~~14.6~~14.7—Payment for the leave may be withheld from the employee until proof of sickness or injury is produced by the employee.

~~14.7~~14.8 ~~14.7~~—If annual holidays have started or about to start and the employee becomes ill, the employee may take sick leave as a result.

~~14.8~~14.9 ~~14.8~~—If sick leave is exhausted, the employer may allow the employee to take annual holiday entitlements if any entitlement is available.

~~14.9~~14.10 ~~14.9~~—The employee shall ensure notice is given to the Company as soon as practicable on the first day of absence due to illness ~~and agrees to provide a medical certificate to support a claim for special leave, if requested by the Company.~~

~~14.10~~14.11 ~~14.10~~—The employer may require an employee to establish that there are no relevant health and safety reasons or hygiene reasons that would prevent the employee from working.

15. ~~15.~~ Bereavement Leave

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

~~16.~~ 16. Parental Leave

- 16.1 Parental Leave will be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 ('PLEPA')
- 16.2 Parental Leave includes the following types of leave, which shall be available and taken in accordance with the PLEPA:
- Primary carer leave - up to 18 weeks for the primary carer, at the time of the birth or adoption.
 - Partner's leave - up to two weeks leave for the partner around the time of the birth or adoption.
 - Extended leave - up to a total of 52 weeks leave which can be taken by either partner or shared by both.

16.3 All parental leave provided under the Act is unpaid. Paid Parental leave can be applied for through the Inland Revenue Department.

16.4 Employees are requested to send their application for unpaid leave to their Restaurant Manager in writing at least three months prior to the date that baby is due.

16.17. Medical Examinations

16.17.1 16.1—The Company employer may at its expense require employee's an employee to undergo, at the company's expense, a medical examination by a registered doctor (which in exceptional circumstances, where a specialist assessment is required, may be chosen by the employer after the employer has considered the employee's wishes in respect to the doctor) and a copy of the medical practitioner-nominated-by-the-company, provided that as far as practicable the company shall take the wishes of the employee into consideration when nominating a medical practitioner to undertake such an examination-report produced shall be available to both parties. The employer may exercise this right for the purposes of (amongst other things):

- 17-determining whether employment should be terminated for incapacity;
- assessing an employee's fitness for work or return to work.

17.18. Health and Safety

17.1—The CompanyWendco is committedconcerned to ensuringensure the safety and welfare of its employees.

17.2—The Employee must take reasonable care of his/her own safety and not cause harm or put at risk any other person when carrying out his/her duties under this agreement. The employee must use all safety equipment provided and use methods outlined in the Crew Training Guide and Operations Manual. Any breach of this requirement will be treated as serious misconduct.

17.3—The Employee must report to the Company of all instances of:

-(a)—work related and avoidance of personal injury is a primary duty. Accidents and injuries

17.118.1 (b)—horseplay or irresponsible conduct endangering the safety of the—can be prevented, to this end employees are required to participate in restaurant safety programs, and are responsible for knowing and following the safety and health rules applicable.

-(c)—as soon as practicable immediately after the occurrence of the incident.

18.2 17.4—Employees will be provided with protective clothing and safety equipment appropriate to the working conditions and these must be worn.

18.3 Any working accident must be promptly reported to the restaurant manager and the accident recorded in the accident/incident record in the restaurant, on the day of the accident. Where an accident is not reported, the restaurant may not accept any liability for payments relating to absence or arising from the accident.

18.4 Appropriate first aid emergency kit will be provided and maintained and kept in convenient places for use in case of accident

18.5 Wendco will comply with the provisions of all applicable legislation. Employees are also required to comply with relevant legislation and safety rules. Employees may be subject to disciplinary action for breaches of health and safety policy. Employees should be aware that significant penalties may be imposed if they or the restaurant is prosecuted for breaches of health and safety law.

18.6 In accordance with the Health and Safety Act 1992 and its amendments, where a at Work Act 2015 the Employer will facilitate the election of Health and Safety Committee has been established, Wendys shall facilitate employee elections so that employee representatives are included on the Committee. Representatives for each work group. The Employer shall

notify the union two weeks in advance of the nominations closing. Each store shall constitute at least one work group.

~~17.218.7~~ Each employee representative shall be entitled to a minimum of two days paid leave each year to attend Health and Safety training courses.

~~18.19.~~ 18. — Suspension

~~19.1 18.1~~ The Company reserves the right to suspend the ~~Where the Employer considers it necessary, it may require an Employee to undertake reduced or alternative duties or remain away from work, on pay, while investigating suspected misconduct. The the Employer conducts an investigation into his/her conduct as an Employee. For the purposes of this clause 'pay' entitlement shall be calculated using average daily pay formulas.~~

~~19.2~~ Where any suspension will be without pay. ~~The Employer will endeavour extends beyond two weeks due to contact matters beyond the Employer's control (such as a police investigation into an Employee's conduct) or unreasonable delay by the employee within 3.~~ the suspension may continue without pay.

~~18.119.3~~ Where an investigation produces a finding of no Employee fault, the Employee shall receive their relevant daily pay for each day of unpaid suspension that would otherwise have been a working days to investigateday for the suspensionEmployee.

~~19.~~ 19. — Notice

~~20.~~ 19.1 — Termination

~~19.120.1~~ Either party may terminate employment upon the written notice set out in ~~the First Schedule.~~ schedule A. The employer may terminate without notice in the event of serious misconduct.

~~19.220.2~~ 19.2—Where ~~the Company~~either party terminates ~~the~~ employment under this clause, ~~they the company~~ may elect to pay wages in lieu of notice.

~~19.320.3~~ 19.3—In the event that Employees hereby provide written consent to the deduction of sums from the employee's employment is terminated or the employee resigns, the employee hereby authorises the employer final pay to deduct from the employee's pay whatever monies recover an overpayment, or other sum that may be owed to the employer maybe owed under the employment relationship including sick leave or bereavement leave taken in advance. The Employer shall not make a deduction without first consulting the employee.

~~20.21.~~ 20. — Redundancy

~~20.121.1~~ 20.1—If an employee's position is made redundant he/she will be entitled to compensation at the higher of the weekly average earnings over 4 weeks or 52 weeks on the following basis:

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

21.22. 21 — Employee Protection Provision

21.122.1 21.1 — In the event of the sale, transfer, merger, or reconstruction of all or part of the company resulting in your employment being terminated and you are offered employment with the purchaser or any party to the sale, merger, transfer, or reconstruction on terms and conditions which are generally no less favourable than your existing terms and conditions, the employer will be under no obligation to provide you with any form of redundancy or other compensation. The employer will consult with affected employees and the union regarding the proposed sale, transfer or restructuring.

21.222.2 21.2 — In the event of a redundancy there is no compensation payable to the employee.

22.23. 22 — Termination on Medical Grounds

22.123.1 22.1 — The Company may terminate an employee, by giving such notice to the employee as the Company deems appropriate in the circumstances, if as a result of mental or physical illness the employee is rendered incapable of the proper ongoing performance of their duties under this agreement.

22.223.2 22.2 — ~~Before taking any action under this clause the Company shall require the employee to~~ The Employer may request that an Employee undergo ~~an appropriate~~ medical examination ~~assessment by a registered medical practitioner nominated by the Employer in at the Employers expense. The Employee acknowledges that they have the right to refuse to undergo such an assessment. Such refusal is likely to mean the same manner described by clause 16 of this agreement. The Company shall take into account any reports or recommendations made~~ Employer may make an assessment based only on other information available to the employer as a result of that examination and any other relevant medical reports or recommendations the Company might receive, or might be tendered by or on behalf of the employee: them.

23.24. 23 — Employee's responsibilities on termination

23.1 — On the termination of employment for whatever reason the employee shall :

23.124.1 immediately deliver to the Company documents, letters, papers, keys and other material of every description (including all copies of or extracts from the same) within the Employee's possession or control relating to the affairs and business of or belonging to the Company.

24.25. 24 — Conduct

24.125.1 24.1 (a) — The employee shall be bound by, and adhere to, the Company's code of conduct, as set out in its Company Policy, Crew rules, and all lawful and proper instructions given by or on behalf of the Company. If there is any conflict between any of the terms of this agreement and any of the sources of authority, or between any of such sources, the following order of priority shall apply:

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

~~24.225.2~~ (b) — At or about the commencement of the employment the Company shall ensure the employee is provided with access to a copy of the Company Policy and a copy of the Crew rules and is given an opportunity to read these documents.

~~24.325.3~~ If, and to the extent that, any amendment to the staff manual or office rules alters any provision of the code of conduct, such amendment shall not be operative until it has first been brought to the employee's notice. This is the responsibility of the Company.

~~25.26.~~ ~~25.~~ **Serious Misconduct** (*detailed list of offences*)

~~25.126.1~~ ~~25.1~~ (a) — The following are some of the offences that constitute **serious misconduct** and may give rise to summary dismissal:

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

~~25.226.2~~ ~~(b)~~ — The following are acts or omissions that can, after the appropriate warnings in accordance with clause 26 of this agreement, lead to dismissal:

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

~~26.27.~~ ~~26.~~ — Warning procedure

~~26.127.1~~ ~~26.1~~ — Where the employee's act or omission is established to be misconduct within any of the categories referred to in clause 26.1~~25~~ of this agreement, and/or of the staff Crew manual the following warning procedure is to be followed:

~~(a)~~ — First Offence – Counselling

~~(a)~~ — Counselling enables ~~Except in the Manager case of a serious breach, the employer will provide coaching to speak the employee to employees in an endeavour to instruct the employee on correct behaviour address the conduct or performance, obtain an explanation of concern, and provide the employee this will be evidenced with the opportunity to correct a coaching record, recording the behaviour or performance concern and required corrective action.~~ The Company's aim with ~~counselling~~ coaching is to solve the problem and therefore make a more effective employee as a result.

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

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

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

~~(c)~~ — Second offence – Final Warning

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

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

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

(ed) Third Offence:

Dismissal notice at the sole option of the Company.

(d(e) All warnings shall expire after six months and on the day of month on which the warning was issued.

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

~~26.227.2~~ ~~26.2~~—The employee will be informed that he/she may have a union representative or witness present at any time during the disciplinary process.

~~27.28.~~ ~~27.~~—**Abandonment of employment**

~~27.128.1~~ ~~27.1~~—If the employee is absent from work without notification to the employer for more than ~~threetwo~~ consecutive working days, and without good cause, the employee will be deemed to have abandoned their employment. The employer will make all reasonable efforts to contact the employee. The agreement of employment of that employee shall terminate accordingly on the expiry of the ~~thirdsecond~~ working day or on the expiry of such further period of grace as the employer in their discretion may allow.

~~28.29.~~ ~~28.~~—**Employment problems**

~~28.129.1~~ ~~28.1~~—Resolving employment relationship problems

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

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

~~28.229.2~~ ~~28.2~~—What is an employment relationship problem?

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

~~28.329.3~~ ~~28.3~~—Who can help employees with employment relationship problems?

Within your workplace you can contact:

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

Outside your workplace you can contact:

- Unite Union. You can contact Unite Union by calling 0800 2 UNITE.

- Ministry of Business, Innovation and Employment - www.dol.govt.nz or 0800 20 90 20.
- Your representative, advocate, or lawyer.

Mediation Services

If the company and an Employee cannot resolve an employment relationship problem between them then either or both can ask for help from the Department of Labour. The Department of Labour provides mediation services that may include

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

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

29.30. 29. Confidentiality

29.130.1 29.1—In this agreement “confidential information” means all confidential information which is not in the public domain and which is reasonably regarded by the Company as confidential to it, which an Employee becomes aware of in the course of carrying out this agreement including, but not limited to:

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

29.230.2 29.2—The Employee agrees that he or she will hold all confidential information in confidence and will not without the written consent of the Company directly or indirectly at any time during this agreement or following their termination (for so long as the information continues to be confidential information):

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

29.330.3 29.3—Any breach of any of the above confidentiality clauses will be treated as serious misconduct on the part of the Employee.

30.31. 30. Secondary employment and potential conflict

30.131.1 30.1 During the period of the employment, if the employee commences secondary employment that impacts upon the employee's availability for work for Wendys, the employee shall apply to change Agreed Working Times as per clause 7.20 ~~formally notify the manager of any changes. Wendys will not be obliged to provide alternative shifts of this agreement.~~

34.32. 31. Intellectual Property Rights

34.132.1 31.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by the Employee during the Employee's employment relating to the business of the Company capable of being used or adapted for use by the Company, must immediately be disclosed to the Company and shall be the absolute property of the Company.

32.33. 32. Deductions

32.133.1 32.1 The Employee consents to the Company deducting any over-payments, outstanding debts or money owed to it by the Employee from the Employee's pay including final pay and holiday pay. The employer will consult with the employee prior to any deduction being made.

33.34. 33. No smoking

33.134.1 33.1 The Employee agrees to comply with the Company's no smoking policy.

34.35. 34. Employer will make available a secure area

34.135.1 34.1 Employees are advised not to bring items of value to work. Small items can be locked into the Managers office, which will be kept locked when not in use. Employee's personal belongings are not insured whilst on the premises and the Employer will not be responsible for loss or damage.

35.36. 35. ACC

35.136.1 35.1 All work-related accidents are covered by the Accident Insurance Compensation Act ~~1998~~ 2001. For the purposes of the Company's obligations under that Act, and to ~~its insurer~~ ACC, the

Employee agrees to disclose the following:

- (a) Information requested by ACC to enable the insurer for the purposes of obtaining worker's rehabilitation insurance and setting the premiums for that insurance company to meet its ACC obligations;
- (b) Information requested by the Company to enable it to carry out a workplace risk assessment.

35.236.2 35.2 The information requested will only be used for the purpose of satisfying the Company's obligations under the Act and to ~~the insurer~~ ACC.

36.37. 36. Equal employment opportunities

36.137.1 36.1 Wendy's believes in providing fair and equal opportunities to all staff. Wendy's will take all measures to ensure that staff are not discriminated against in their

employment on the basis of their colour, race, ethnic or national origins, sex, marital status, religious or ethical belief or involvement in the activities of the union

~~37.38.~~ ~~37~~ — Harassment

~~37.138.1~~ ~~37.1~~ — Harassment is conduct towards any person which is unwelcome or offensive to that person. It includes, but is not limited to, harassment of a sexual and racial nature. The company's sexual and other harassment policy is found in the Company Policy Manual.

~~37.238.2~~ ~~37.2~~ — The company will not tolerate harassment of any description. If the employee engages in harassment the employee shall be subject to disciplinary action, which may include dismissal.

~~38.39.~~ ~~38~~ — Company rules and policies

~~38.139.1~~ ~~38.1~~ — The Employee shall comply with all company rules and policies as notified by the Company from time to time. The Company will keep the Employee informed of any change to such rules and policies.

~~39.40.~~ ~~39~~ — Variations and Waivers

~~39.140.1~~ ~~39.1~~ — Any variation to this agreement, or any waiver of any clause in this agreement, must be mutually agreed to by both parties to this agreement and recorded in writing.

~~40.41.~~ ~~40~~ — Union Provisions

~~40.141.1~~ ~~40.1~~ — Access: The union shall be granted access to Wendy's Restaurants in accordance with sections 19 to 25 of the Employment Relations Act 2000, its amendments and protocols agreed between the Employer and Unite Union. The Employer will enable organisers and delegates to use crew noticeboards to post union posters and organisers cards. Poster size should be limited to A3. Content of the union communications made through the noticeboards will not denigrate the employer or the brand.

~~41.2~~ ~~40.2~~ — Communication: Wendco accepts the rights of the union to communicate with members. Unite accept that any communication should be fair and factual and will not include matters that are derogatory to Wendco.

In addition to the above, any union material that Unite wishes to display in restaurants shall be reviewed for suitability by Wendco prior to display. Suitability will be considered on the basis that the material is accurate, that it is not deemed unpleasant or objectionable and that it is not likely to mislead.

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

~~40.241.3~~ Deductions: The employer shall deduct and remit union fees weekly. Deductions shall be paid to Unite Union by direct credit with an identifying reference. The employer shall forward on a monthly basis via email or post the names and addresses of the employees for whom deductions have been made, the value of the deduction, the termination date of any employees who have left the organisation and the details of any members who have left the organisation and the details of the period covered by remittance.

~~40.341.4~~ ~~40.3~~ — Union meetings: Unite union shall arrange and have approved by the employer four paid hours per annum for Union meetings. The union shall provide at least 14

days notice of the date, time and location of Union meetings unless the parties mutually agree to a lesser time. Sufficient employees shall remain on duty to ensure that the employers business is maintained and its operations are able to continue effectively. Normal duties shall resume as soon as practicable following the conclusion of the meeting. The union shall provide a list of names of members that attend the meeting and advise the duration of the meeting. This clause is in accordance with Section 26 of the Employment Relations Act 2000.

40.441.5 40.4 — Delegates: The Employer recognises that the delegates of Unite Union are authorised representatives of Unite members, and that their role as delegate includes recruitment, education, and attendance at meetings, negotiations and consultative forums. Employees shall have reasonable access to Unite delegates to discuss work related matters upon request. As part of reasonable access, authorised Unite delegates who are not on shift may formally consult with employees outside of the hours 11.30am-2pm and 5.30-8.00pm, providing they have mutual agreement from the Manager running the shift. These consultations should be conducted in an efficient manner, and should take less than approximately five minutes. Such consultations should be used to consult with new employees and also with union members who have employment problems that have been addressed with managers in the first instance. Employees should not be consulted with more than once per week unless there are special circumstances.

40.541.6 40.5 — Employment Relations Education Leave: The employer shall grant paid employment relations education leave in accordance with the provisions of Part 7 of the Employment Relations Act 2000 and its amendments. The number of days of employment relations education leave granted per annum shall be based on the formula set out in the Employment Relations Act 2000 and its amendments. An eligible employee who normally works 30 hours or more equals 1 FTEE. An eligible employee who normally works less than 30 hours per week equals 0.5 FTEE. As of 1 April each year Unite Union shall notify the employer of the maximum number of employment relations education leave days, and the details of the calculation. Unite shall advise the employer of which employees are to attend the leave, and are to do this not later than 14 days before the first day of such leave. The employer shall not refuse an eligible employee from taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the organisation's business.

40.641.7 40.6 — New Employees In accordance with the Employment Relations Act 2000, at the time when a new employee enters employment with the Employer, the Employer will provide a Unite information pack containing a notice that informs the employee that the collective agreement exists and covers the work to be done by the employee. The notice shall also advise the employee that he/she may join the Union. The notice may also advise the employee of additional education, health, and financial benefits provided by the union. The notice will allow the employee to indicate if he/she wishes to join the union or wishes for further information. The relevant details of those that indicate they wish to become members will be provided to the union on a bi-monthly basis. The Union will provide the employer with Union recruitment material which shall be included in the company's employment pack.

41.8 41. — The employer or their representatives shall not do anything to discourage an employee from becoming or remaining a member of the union.

41.42. Savings Clause

41.142.1 41.1 — Where an existing employee is entitled to individual terms of benefits over and above the terms of the collective agreement, those benefits shall be preserved and shall prevail over the terms of this collective in the event of conflict.

43. 42. — Force Majeure

43.1 In the event of a natural disaster, workplace Fire, flood or other similar major event beyond the employers control, which results in the closure of a restaurant for a period anticipated to be more than a month, the employer shall be entitled to stand the employees down, without

[payment for rostered shifts. The employer will endeavour to offer employees shifts at alternative stores, and will permit the employee to utilise annual leave entitlement.](#)

42.44. Completeness

[42.144.1](#) ~~42.1~~—Subject to Wendco (NZ) Limited's policies and procedures and subject to the documents listed below this agreement is a complete record of all the terms of employment. The documents are:

- (a) 'Procedures for Unite Union to access Wendy's employees'
- (b) Job description (as occasionally altered).
- (c) Operations manual, "Crew Policies", Company Policies together with any amendments or revisions, to the extent that is applicable to the employee.

Danielle Lendich
WENDCO (NZ) LIMITED

Mike Treen
UNITE UNION INCORPORATED



SCHEDULE A

Remuneration:

Position/Experience	Rate of Pay	Basis
Crew start	Minimum wage	Start rate
Successful 6 months automatic	Crew start plus \$0.25	Service based- Members only.
Successful 12 months review	Crew start plus \$0.50	Guaranteed Performance Review
Successful 18 months review	Crew start plus \$0.75	Guaranteed Performance Review
Shift supervisor in Training	Crew start plus \$1.00	Training rate
Shift Supervisor	\$16.00	Start rate
Shift Supervisor (service after 1 year)	\$16.50	
Shift Supervisor (Allowance)	\$16.68	Inc. Hourly allowance applicable only when Supervisor leads shift in absence of Manager and assumes full responsibilities

	<u>22 May 2017</u>	<u>1 April 2018</u> Min Wage Increase Plus 20c	<u>1 April 2019</u> Min Wage Increase Plus 30c	
<u>Crew</u>	<u>\$15.85</u>	<u>\$16.70</u>		
<u>Crew</u>	<u>\$16.10</u>	<u>\$16.95</u>		<u>Phase 1 complete and verified by SO</u>
<u>1 year Crew</u>	<u>\$16.35</u>	<u>\$17.20</u>		<u>Phase 1 complete and verified and performance review* at standard or better</u>
<u>18 months Crew</u>	<u>\$16.60</u>	<u>\$17.45</u>		<u>Phase 1 complete and verified and 2nd performance review* at standard or better</u>

- *Performance review to be completed within 4 weeks of anniversary

	<u>22 May 2017</u>	<u>1 April 2018</u> Min Wage Increase Plus 20c	<u>1 April 2019</u> Min Wage Increase Plus 30c
<u>Shift Supervisor in Training</u>	<u>\$16.85</u>	<u>\$17.70</u>	
<u>Shift Supervisor once certified</u>	<u>\$17.05</u>	<u>\$17.95</u>	

Shift Supervisor after 1 year of being Shift Supervisor	\$17.25	\$18.20	
Shift Supervisor Sole Charge Allowance per hour	\$1.00	\$1.00	\$1.00

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

Crew Annual Performance Evaluation: A performance evaluation will take place at each anniversary of the date of employment ~~– after the employee has joined the union.~~ It is the employer's responsibility to ensure this happens.

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

Annual Holidays: ~~The employee is entitled to four weeks paid annual leave.~~

Notice: Crew: Two ~~week's~~weeks' notice is required. Failure to do so will result in two (2) weeks' pay being withheld from final payment including Holiday pay entitlement. Once terminated you may not reapply for a position at Wendy's for 5 weeks.

Shift Supervisor: Four weeks' notice is required. Failure to do so will result in ~~one (1) weeks~~four (4) weeks' pay being withheld from final payment including Holiday pay entitlement. Once terminated you may not reapply for a position at Wendy's for 5 weeks.