

# **COLLECTIVE EMPLOYMENT AGREEMENT (CEA) BETWEEN UNITE UNION AND MCDONALD'S.**

## **1. INTRODUCTION**

### **1.1 Scope**

This employment agreement constitutes a collective agreement under Part 5 of the Employment Relations Act, 2000.

The parties to this agreement are:

- McDonald's Restaurants (New Zealand) Limited
- Unite Incorporated ("the Union").

In this document any reference to "McDonald's" means the wider McDonald's community of McDonald's Restaurants (New Zealand) Limited and authorised Franchisees. Any reference to "Restaurant" means the business entity that employs you, whether McDonald's Restaurants (New Zealand) Limited or an authorised Franchisee.

### **1.2 Coverage**

This Agreement applies to crew employed in the above McDonald's Restaurants who are members of the Union and whose minimum pay is as provided in the Schedule of Minimum Pay Rates (Appendix A, page 21), but does not apply to salaried staff.

### **1.3 Additional Parties**

It is agreed by the parties that McDonald's Franchisees may elect to become subsequent parties to this Collective Agreement in accordance with the requirements of section 56 of the Employment Relations Act.

### **1.4 Variation of Employment Agreement**

This agreement may be varied by agreement between the parties, provided a simple majority of crew directly affected support the proposed change. Crew directly affected are those whose terms and conditions of employment will be changed by the proposed variation. Any such proposal shall be recorded in writing, and any variation finally agreed will also be recorded in writing and signed by the parties.

## **1.5 Terms of Employment**

Your personal terms of employment comprise this agreement, the McDonald's Be Well Dressed Poster, the Code of Conduct, the published policies and procedures of your Restaurant, and any special terms which are agreed in your appointment letter.

Any existing or previous agreement relating to terms of employment is superseded.

If at any time you have questions about these matters please refer them to your Restaurant Manager/Franchisee.

## **1.6 Consultation**

A successful business is the result of teamwork, people working together in a spirit of partnership.

McDonald's is committed to promoting harmony and ensuring that consultation and cooperation are the basis for relationships with staff. The objectives include:

- Developing a closer working partnership with you,
- Increasing the efficiency, flexibility and competitiveness of the business,
- Improving your pay and benefits,
- Improving your job security,
- Improving the working environment,
- Making the most effective use of new technology.

There will be on-going consultation with staff for the purpose of discussing matters of mutual interest.

## **1.7 Restaurant Meetings**

Meetings to which all staff are invited are scheduled periodically at a time we believe is most convenient for all. These meetings are held to discuss policy, procedures, products or problems in the Restaurant. Your manager will notify you of the details of these meetings. If you attend these meetings you will be paid for the time involved but the minimum payment will be 1 hour.

## **1.8 Communication Sessions**

These small informal discussions between management and staff are for the purpose of discussing ideas, suggestions and problems. These sessions will be held on an as needed basis.

## **1.9 PAL Programme (Personal Action Letter)**

McDonald's encourages staff communication. If you ever want to offer a suggestion, a word of praise, or voice your concerns, you have the right to always talk to any senior Manager in your Restaurant. By doing so you give the company the opportunity to take whatever action is appropriate under the circumstances.

If you've done so and would still like to "talk" to someone else, then the PAL Programme is also available.

You can fill in a Personal Action Letter (PAL) available in the crew room. Such letters are considered in complete confidence by senior head office staff who guarantee not to divulge your name without your express permission. PAL letters are destroyed once investigated.

Explain the matter clearly. Post the letter using the postage paid envelope supplied with the letter. The letter will be forwarded to the Human Resources Manager, McDonald's Restaurants (New Zealand) Limited who will investigate the matter promptly and thoroughly. You will receive a reply as soon as possible.

## **2. WORK SCHEDULING**

The parties are currently awaiting the decision of the Employment Court following the proceedings heard in April 2017. It is acknowledged that the particulars of that decision may impact the drafting of 2.1 and 2.2 below. Accordingly, it is agreed that once the decision is available, if it is necessary to amend clause 2.1 and 2.2 below (along with any related provisions such as the code of conduct), then the parties will bargain in good faith with a view to reaching an agreed variation that is consistent with the principles set out in the terms of settlement between them dated 17 May 2017.

### **2.1 Agreed Hours**

You will have minimum guaranteed hours per week. 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 and is as set out in 2.2 below.

If you were employed at the time of this agreement coming into force the minimum guaranteed hours per week will be your security of hours figure as per the Q1 2017 calculation.

If you were employed after the date of this agreement coming into force your minimum guaranteed hours figure will be as set out in your letter of appointment.

You will have the opportunity to indicate what you want your minimum number of hours to be at the time of employment. The actual minimum guaranteed hours figure will be mutually agreed between you and the Restaurant and then recorded in your letter of appointment.

If you wish to increase or decrease your minimum guaranteed hours, you must raise it in writing with the Franchisee or Restaurant Manager and both of you will discuss the matter in good faith to attempt to reach resolution. It will only change if there is mutual agreement.

If there is a mutual agreement to change the minimum guaranteed hours, for it to take effect the variation must be recorded in writing and signed by both you and the Restaurant.

## **2.2 Preferred Working Times**

You will indicate what your preferred working times are when you apply for the job. Your actual preferred working times will be mutually agreed between you and the Restaurant and then recorded in your letter of appointment.

Your minimum guaranteed hours will be rostered within the agreed preferred working times set out in your letter of appointment. Subject to rostering you within those preferred working times and the matters set out in 2.3 below, the scheduling of the days of the week on which work is to be performed and the start and finish times of work are flexible.

Additional hours may be offered to you from time to time but this will not result in a change to your minimum guaranteed hour's number.

You can decline hours above your minimum guaranteed agreed hour's number i.e. where additional shifts/hours are offered.

If you wish to change your preferred working times, you must raise it in writing with the Franchisee or Restaurant Manager and both of you will discuss the matter in good faith to attempt to reach resolution. The preferred working times will only change if there is mutual agreement.

If there is a mutual agreement to change your preferred working times, for it to take effect the variation must be recorded in writing and signed by both you and the Restaurant.

## **2.3 Work Scheduling**

Unless otherwise agreed, you will not be scheduled to work:

- A shift of less than 3 hours;
- More than 2 shifts per day;
- More than 8 hours per day;
- More than 40 hours per week;
- After 12 consecutive hours from the time work is started on any day;
- On a sixth or seventh day in any week;

Without a break of 9 hours between the end of work started on one day and the start of work the following day. As set out above in 2.1 and 2.2, you will be rostered according to the preferred working times that are recorded in your letter of appointment. You will not be

compelled to work overnight shifts where that is not in accordance with your preferred working times.

From time to time you may be requested to work hours in addition to your weekly work schedule.

The Employer recognises that rostering hours is a difficult and contentious issue and will endeavour to ensure Restaurant Managers are aware of the importance of rostering employees fairly and reasonably.

Where additional shifts become available in a Restaurant, current employees will be offered additional shifts before new employees are employed. To facilitate this process, additional available shifts will be notified to employees electronically and/or on the crew notice board.

Note, this provision is not intended to restrain the employer from recruiting new employees to ensure sufficient cover.

Where more than one employee offers to take up any additional regular shifts then based on ability, qualifications and availability and all things being equal the employee with the longest service and those working normal hours of less than 45 hours per week shall be considered first.

Where there is a need to reduce hours in a store, for reasons outside the control of the Employer, any such reduction will as far as practicable be uniformly applied. This includes for example: New Restaurants, where a pattern of trade has not been established, down turn in sales, where an employee receives more hours to cover peak periods, such as special events and school holidays and other similar situations.

If the employee has a concern about their scheduling they should raise this in the first instance with their Restaurant Manager/Franchisee. They can also request their own wage and time records. If the matter is not resolved in that discussion they should use the PAL programme in which case the matter will be reviewed by Human Resources who will investigate and share relevant information. At any time the employee may seek advice from a representative: a parent/guardian, delegate, Union official or other representative.

### **3. BREAKS**

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

All employees are entitled to take rest and meal breaks, in accordance with the table below. It is the Company's view that employees must take all of their entitled breaks and that store management is responsible for ensuring all employees are provided with their entitled breaks.

It is acknowledged that best practice timing for rest and meal breaks would be for breaks to follow the order of 15-30-15. Operationally this is not always possible and therefore while

Managers will make best endeavours to provide breaks in this order, they can follow any flexible arrangement agreed between the Employer and Employee. In the absence of agreement between the Employer and the Employee as to when rest and meal breaks may be taken and, so far as is practicable and reasonable, breaks should be spread evenly throughout the work period.

Nothing in this clause frees a Manager from their obligations to ensure all employees are able to take their rest breaks. Where there are regular failures to provide breaks the employer shall undertake an appropriate review of staffing levels.

### 3.1 Breaks Schedule

Total Hours Worked (including breaks i.e. scheduled hours)	Break Entitlement
Less than 3 hours	Nil
3 hours or more but not more than 5 hours	One 15 minute paid drink break
5 hours or more but not more than 7 hours	One 15 minute paid drink break and one unpaid ½ hour meal break
7 hours or more but not more than 8 hours	Two 15 minute paid drink breaks and one unpaid ½ hour meal break
8 hours or more	Repeat the above break entitlements as if the employee's work period had started at the end of the eighth hour

In exceptional circumstances where an employee is unable to take a rest break due to work demand they shall be compensated as follows:

15 minute rest break – based on that employee's originally rostered shift length (which then determines the maximum break(s) entitlement for which any compensation under this clause can be claimed) 15 minutes shall be added to the timesheet for each rest break missed

*For example, say an employee was originally rostered for a 3 hour shift. Based on this they would be entitled to 1 x 15 minute paid rest break. If they were unable to take their rest break due to exceptional circumstances they would then be paid for an additional 15 minutes (i.e. they would be paid for a total of 3 hours and 15 minutes).*

For the sake of clarity, if an employee's rostered shift length would entitle them to a 15 minute break and they are unable to take this break due to exceptional circumstances, the employee will then be entitled to compensation under this provision.

Similarly, in the situation where an employee's originally rostered shift is extended by their Manager and their additional extended shift length entitles them to a further 15 minute break

and they are unable to take this break due to exceptional circumstances, the employee will then be entitled to compensation under this provision.

Examples of such exceptional circumstances include but are not limited to: work demand due to the arrival of a large number of customers, a special event or an issue arising with the operation of the store.

Unite Union reserves its right to seek a penalty, and or compensation for breaches of the breaks clause where a meal break has not been given to a member. The company undertakes to use existing audit tools, not limited to: PSO, SORs, FORs, Opinion Surveys and People Reviews to ensure compliance under the breaks clause. Where there are breaches of a regular and material nature, McDonald's will complete a full investigation.

## **4. LEAVE**

Subject to the following, provisions for leave are in accordance with prevailing legislation. Currently the Holidays Act 2003 provides for public holidays, annual holidays, sick leave and bereavement leave as follows. You may obtain further advice on your holiday entitlements from the Union (0800-868-648) or the Employment Relations Service of the Department of Labour (0800 800 863).

### **4.1 Public Holidays**

The public holidays are:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Queen's Birthday (observed on the first Monday in June)
- Labour Day (being the fourth Monday in October)
- Anniversary Day (or the day locally observed as that day)

In accepting this agreement you agree to work on any public holiday if for you that day would otherwise be a working day.

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

If you *do* work on a public holiday you are entitled to payment for the time worked at time and a half (based on the appropriate portion of your relevant daily pay). In addition, provided for you that day would otherwise be a working day, you are entitled to a whole alternative holiday.

However, there is no entitlement to an alternative holiday if you work for McDonald's *only* on public holidays.

The "alternative holiday" is to be taken by mutual agreement on a day that for you would otherwise be a working day. Payment for the alternative holiday shall be at your relevant daily pay for the day on which you take the alternative holiday.

If agreement cannot be reached, the alternative holiday may be taken on a date of your choice, having regard to what is convenient to your Restaurant Manager/Franchisee. However, you agree that an alternative holiday may not be taken during a peak period for the Restaurant. You may request your Restaurant Manager/Franchisee to exchange an alternative holiday for payment provided more than 12 months has passed since you became entitled to the holiday. If the holidays are not taken within 12 months, then your Restaurant Manager/Franchisee may give notice of when the holidays are to be taken.

The "three out of five week rule" is used to decide whether a particular day would "otherwise be a working day" for you. That means if you have worked on any part of a particular day of the week in three out of the five previous weeks, then that day of the week is deemed to be a working day for you. For this purpose, any authorised leave on one of those days shall count as a day worked.

## **4.2 Annual Holidays**

Crew are entitled to 4 weeks annual leave after each anniversary of their employment.

Up to your anniversary your leave will be estimated by crediting your accrued leave balance with 4/52 of an hour for each hour worked.

Leave may be taken in advance of your anniversary by agreement.

Your holiday pay will be calculated by taking the greater of your Ordinary Weekly Pay (4 week average) or your Average Weekly Earnings (52 week average) and paying you for the proportion of a week's leave you are taking, as per the Holiday's Act.

Be sure to discuss your holiday preferences with your Restaurant Manager/Franchisee so that as far as practicable your wishes can be accommodated. Please keep in mind that our busy periods often coincide with holiday periods so annual leave may need to be taken at other times.

### **4.3 Long Service Leave**

You will be entitled to paid long service leave as follows:

After 12 years continuous service.....one holiday of 1 week

After 15 years continuous service.....one holiday of 2 weeks

After 25 years continuous service .....one holiday of 3 weeks

After 35 years continuous service .....one holiday of 5 weeks

Such holidays may be taken at times mutually agreed between you and your Restaurant Manager/Franchisee.

If you terminate employment the value of any unused long service leave will be paid to you.

### **4.4 Sick Leave**

Sick leave is for situations where you, your spouse or a dependent is sick or injured. Such leave may be approved at the discretion of your Restaurant Manager/Franchisee, subject to the minimum legal entitlement (see below). After 6 months current continuous service you are entitled to 5 days paid sick leave for each year thereafter. Unused sick leave of up to 15 days may be carried over to a maximum entitlement of 20 days in any year.

On any day of absence you should advise your Restaurant Manager/Franchisee or shift Manager as soon as possible, preferably not less than two hours prior to your scheduled start time.

Generally medical certificates are not required. However where a Restaurant Manager/Franchisee has good cause to believe that sick leave being taken is not genuine then a medical certificate may be required as follows:

- For absences of less than three consecutive calendar days you may be required to obtain a medical certificate from a medical practitioner of your choice and McDonald's will reimburse you the cost.
- For absences of three calendar days or longer you may be required to obtain a medical certificate at your own expense.

You may also be required to submit to a medical examination to ensure there are no relevant health and safety reasons or hygiene reasons that would prevent you from working.

### **4.5 Tangihanga/Bereavement Leave**

After six months current continuous service you are entitled to bereavement leave.

The entitlement to bereavement leave is as follows:

- 3 days paid leave on the death of your spouse, child, brother, sister, parent, grandparent, parent in law or grandchild.
- 1 days paid leave on the death of any other person where your Restaurant Manager/Franchisee accepts that you have suffered a bereavement, having due regard to the closeness of the association between you and the deceased, whether you have to take significant responsibility for arrangements for the ceremonies relating to the death, and any cultural responsibilities that you may have in relation to the death.

Requests for additional bereavement leave, on a paid or unpaid basis, may be approved at the discretion of your Restaurant Manager/Franchisee.

On any day of absence you should advise your Restaurant Manager/Franchisee or shift Manager as soon as possible, preferably not less than two hours prior to your scheduled start time.

## **4.6 Parental Leave**

Parental leave will be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 ('PLEPA') and its amendments. If the legislation changes then this clause will change accordingly.

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 of the child
- Extended leave – up to a total of 52 weeks leave which can be taken by either partner or shared by both

All parental leave provided under the Act is unpaid with the exception of 40 hours 'Keeping in touch' days by agreement. Paid parental leave can be applied for through the Inland Revenue Department.

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.

## **4.7 Leave of Absence**

If you find you must temporarily leave employment at McDonald's because of obligations of school, travel, or other reasons, you may request to be placed on leave of absence with the approval of your Restaurant Manager/Franchisee.

If leave of absence is approved you will be expected to return to work on the due date. Upon returning, every effort will be made to give you the same status and position you had when you

went on leave of absence. If you are prevented from returning as agreed, it will be necessary for you to notify your Restaurant Manager/Franchisee and secure definite permission for an extension of leave, otherwise it will be assumed that you do not intend to return to work, and you will be deemed to have terminated your employment.

Requests for leave of absence will be dealt with on a case by case basis. The approval of leave of absence requests will be subject to operational requirements and will not be unreasonably withheld.

## **5. PAY POLICY**

Your rate of pay will be recorded in your personal letter.

Restaurant bonus schemes may vary by Restaurant and the terms of the scheme in your Restaurant may be changed by your Restaurant Manager/Franchisee from time to time.

### **5.1 Pay Adjustment**

The minimum rates and allowances payable are in Appendix A and form part of this Agreement.

Where you are appointed to a different position your pay will be reviewed to reflect the changed circumstances.

### **5.2 Transport**

If you are required to finish work after 10.30pm and before 4.30am, you will be paid a transport allowance at the rate published by McDonald's from time to time. Currently this allowance is \$5.00 per shift.

### **5.3 Payment Frequency**

Unless otherwise agreed you will be paid weekly on Wednesdays. Payment will be by direct credit to your nominated bank account and confirmed by payslip.

### **5.4 Deductions**

On termination of employment deductions may be made from your pay, including holiday pay, for the value of any unreturned Restaurant property, or any payment you owe to your Restaurant.

### **5.5 Payslips**

Annual leave and alternative days will be displayed on payslips.

## **6. HEALTH AND SAFETY POLICY**

### **6.1 Health**

Certain types of illness are highly contagious and can easily be passed on to customers and other staff.

If you are suffering from any such illness you should not return to work until you have a medical clearance to do so.

### **6.2 Safety**

McDonald's is concerned to ensure the safety of employees at work and avoidance of personal injury is a primary duty. Accidents and injuries can be prevented, and to this end you are required to participate in Restaurant safety programmes, and be responsible for knowing and following the safety and health rules applicable.

You will be provided with protective clothing and safety equipment appropriate to the working conditions which must be worn.

Any work accident must be promptly reported to your Restaurant Manager/Franchisee and the accident recorded in the health and safety workbook on the day of the accident. Where an accident is not reported the Restaurant may not accept any liability for payments relating to absence arising from the accident.

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

McDonald's will comply with the provisions of all applicable legislation. You are also required to comply with relevant legislation and safety rules. You may be subject to disciplinary action for breaches of Health and Safety policy. Please also be aware that significant penalties may be imposed if you or the Restaurant is prosecuted for breaches.

## **7. BENEFITS**

### **7.1 Medical Insurance**

Through your employment with McDonald's you will have access to a medical insurance scheme. The premiums you have to pay will be at a discounted rate.

### **7.2 Uniforms**

You will be supplied with McDonald's uniforms, which remain the property of the Restaurant but you are responsible for laundering of uniforms and providing your own work shoes and socks or stockings (please refer to Code of Conduct for details).

Uniforms and other protective clothing and equipment must be handed in on being supplied with a replacement or at such other times as required by your Restaurant Manager/Franchisee. Where you do not return such items a deduction may be made from your pay for the cost of such items with due allowance for fair wear and tear.

Uniforms shall be issued on the following basis:

- One shift a week – one shirt, one pair trousers and a hat.
- Two or three shifts a week – two shirts, two pairs of trousers and a hat.
- Four or more shifts a week – three shirts, two pairs of trousers and two hats.

Uniforms shall be issued in good repair and correct size at the commencement of an employee's employment. Any replacements shall be issued as promptly as possible. Uniforms shall be returned at the termination of employment.

### **7.3 Meals**

Where an employee is eligible for a half hour meal break per the breaks schedule at clause 3.1, they will be entitled to a meal at half the displayed single item price (a la carte menu and as per the meal policy in their Restaurant). Carbonated drinks, tea or coffee will be supplied free of charge for breaks.

Where an employee works a majority of their shift hours between 10pm and 5am, their meal shall be free (in conjunction with the applicable meal policy).

Meals can be eaten either just before, during (on a meal break), or immediately after a shift provided they are consumed by the employee in the crew room or another designated area in the Restaurant, with food safety and hygiene principles applied.

Overall, the entitlement is to only one meal per shift (either half price or free as set out above) where eligibility criteria is met.

## **8. PERFORMANCE DEVELOPMENT**

### **8.1 Probationary Period**

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 their job. The parties also agree that at the beginning of the employment relationship, both parties may feel uncertain about each other until a "track record" has been established.

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.

- 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 probationary period, the employee fails to demonstrate the required skills and attributes, or if in the employer's reasonable opinion it is inevitable that the employee will fail to meet expectations during the probationary period, the employer may give one week's notice of termination of their employment, or payment in lieu of notice. For the avoidance of doubt, the Notice Period provided in the Termination section, does not apply to termination in accordance with this clause.
- 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.
- 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.
- Nothing in this probationary period clause prevents the employer from terminating the employee's employment without notice in accordance with the Termination clause in this Agreement.

## **8.2 On the Job Training**

Most of the training you will receive at McDonald's is on-the-job training. The company believes that practice and answering your questions are the most effective training programme available. In addition, McDonald's training videos will supplement basic floor training.

For the first day another person will help you become acquainted with the Restaurant, customers, the company ways of doing things, and with other members of the crew. Crew are encouraged to ask all the questions they want.

In your first few weeks you'll learn many of the stations and work assignments in the Restaurant.

Training personnel will see that you are correctly instructed and have an opportunity to practice at most stations.

CCO training shall be made available to all employees to commence within the first 3 months of employment.

Where CCO is completed and then verified as complete by the training department, payment will be backdated to the date of completion.

## **8.3 Job Rotation**

McDonald's believe in the practice of job rotation. This enables you to experience all aspects of your Restaurant's operation and provides the employer with a well-trained and versatile person who can be assigned to any of the several stations. Normally, during rush periods, you will be assigned to your best station so that our customers get the best service we can offer. During the slow periods, you'll be asked to work other stations to gain greater familiarity and expertise.

If you feel you would like to be trained on other positions you are free to ask your management team for the opportunity.

## **8.4 Performance Reviews**

Performance reviews will be conducted at least 6 monthly and preferably three times per year to review past performance and set goals and objectives for the future. With performance reviews you should know how you are doing and how you can improve.

## **8.5 Promotions**

Where a vacancy for a promotion becomes available the employer shall put a notice on the notice board at least 7 days before applications close to allow all suitably qualified employees to consider applying. The employer shall ensure a transparent and fair selection process is conducted.

## **8.6 Payment for higher graded work**

Subject to the facts in each case, if, on a very regular basis, an employee is performing a more senior role than the role they are remunerated for, then it is appropriate that they receive the rate of pay relevant to the higher graded role.

# **9. TERMS OF EMPLOYMENT**

## **9.1 Termination**

Written notice of termination must be given and, unless otherwise agreed, the notice period will be two weeks.

If you want to terminate your employment you must give notice to your Restaurant Manager/Franchisee.

Where you do not give the required notice, up to 2 shifts, calculated on the basis of the employee's average hours per shift over the last 8 weeks, will be deducted from your final pay as compensation for costs incurred. This is a genuine pre-estimate of the losses caused by a failure to give the required notice, including administration costs in for example, arranging cover and any loss of customer service by being short staffed. The employer will consult with you prior to making any deduction under this clause.

Where you are not given the required notice you will be paid for the unexpired portion of the notice period.

Unless otherwise agreed between you and your Restaurant Manager/Franchisee the notice period may not be reduced by offsetting accrued annual leave or statutory holiday entitlements.

If you are absent from work for two consecutive scheduled work days without your Restaurant Manager's/Franchisee's approval or without good cause you will be deemed to have terminated your employment.

## **9.2 Business Change**

From time to time ownership of your Restaurant, or some part of it, may change. In that event:

In negotiating with the prospective owner, our objective will be to arrange for your continued employment by the new owner on your existing terms and conditions of employment.

That means the pay rates, holiday service entitlements, seniority and all other benefits accrued by an employee shall be transferred to the new owner as if that employee's service is continuous.

As soon as possible after the sale and purchase documents are signed, all crew will be informed of the change of ownership, whether crew will be offered employment by the new owner and the basis of any such offer, and the timetable for the transition.

If you do not receive an offer of employment from the new owner your employment will end, in which case you will be given four weeks' notice in writing, or up to four weeks base pay in lieu of such notice by mutual agreement.

If you are offered employment by the new owner in a similar capacity, on substantially similar conditions of employment with your service being regarded as continuous, you will not be entitled to the above extended notice of termination.

## **9.3 Redundancy Compensation**

Where an employee's employment is terminated due to redundancy and he/she has greater than one (1) year of uninterrupted employment with the employer, a two week one-off redundancy compensation payment will be paid, based on an average of the previous 8 weeks' pay at the date of cessation of employment.

Employees will not be entitled to the redundancy compensation payment if the employee is offered employment with another McDonald's Restaurant within a reasonable distance of their current Restaurant and on the same or substantially similar hours of work.

Employees will not be entitled to the redundancy compensation payment where the redundancy arises in circumstances covered by clause 9.2 of this collective agreement.

## **9.4 Rules, Policies & Procedures**

Your Restaurant may introduce new rules, policies and procedures but no such change may reduce your entitlements under this McDonald's/Unite Collective Employment Agreement.

## **9.5 Confidentiality**

Except in the proper performance of your duties you must not at any time, either directly or indirectly, use or divulge to any person and shall use your best endeavours to prevent the publication or disclosure of any information or knowledge which you may acquire or have acquired during your employment with us concerning the business affairs, secrets, business opportunities, property, customers, clients or other staff of the Restaurant or McDonald's.

## **10. EMPLOYMENT POLICY**

McDonald's believes in providing fair and equal opportunities to all staff.

McDonald's commits to aggressively provide and ensure equal access to jobs, promotions, transfers, pay increases, training and development opportunities, and all other aspects of employment.

Specifically McDonald's are committed to providing:

- Safe working conditions.
- An effective equal employment opportunities programme.
- The impartial selection of suitably qualified persons for appointment.
- The experience of working for a company which cares about its staff and is willing to listen.

A successful Restaurant is the result of teamwork; people working together in a spirit of co-operation and harmony.

However, even in the best of businesses, conflicts will arise. The important thing is they are dealt with promptly and fairly.

Among the things you should feel confident about raising are:

- Allegations of unjustifiable dismissal or unjustifiable change to conditions of employment.
- Concern relating to feelings of discrimination in employment, whether it involves, colour, race, ethnic or national origins, sex, marital status, religious or ethical belief or by reason of involvement in the activities of a Union.

- Allegations of duress relating to membership of a Union.
- Health and safety concerns including any suspected hazards
- Barriers to promotion.
- Concern that your complaint is not being treated satisfactorily at Restaurant or supervisor level.
- Concerns about changes to your rostered hours.

There are several ways you can make your complaint known:

- Everyday queries can be raised through Restaurant meetings, communication sessions or one on one discussions with management.
- More difficult issues can be referred directly to your Restaurant Manager/Franchisee who should thoroughly investigate all matters raised.
- You can also fill in a Personal Action Letter (PAL) available in the crew room. Please refer to page 3.
- You may also progress your claim as an employment relationship problem. Please refer to page 37.

## **11. SEXUAL HARASSMENT POLICY**

McDonald's prohibits sexual harassment of any staff. Sexual harassment is prohibited because it is unlawful and is inconsistent with McDonald's policies, practices and management philosophy.

McDonald's knows how difficult and embarrassing it can be to talk about it and has adopted a clear policy statement on how the issue must be handled.

Any person who feels they are being subjected to sexual harassment can be assured that they can report the facts without fear of being victimised or having their future with McDonald's jeopardised.

By definition, an employee is sexually harassed if that employee's employer or a representative of that employer:

- Directly or indirectly makes a request of the employee for sexual intercourse, sexual contact, or other form of sexual activity which contains:
  - An implied or overt promise of preferential treatment in that employee's employment; or

- An implied or overt threat of detrimental treatment in that employee's employment; or
- An implied or overt threat about the present or future employment status of that employee; or
- By:
  - The use of language (whether written or spoken) of a sexual nature; or
  - The use of visual material of a sexual nature; or
  - Physical behaviour of a sexual nature,
  - Directly or indirectly subjects the employee to behaviour which is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

An employee is also sexually harassed if the actions described above are carried out by a co-employee or by a client or customer of the employer.

Some practical examples of sexual harassment are:

- Sexual conduct that interferes with another person's work performance or creates an intimidating, hostile, or offensive work environment.
- Personnel decisions (such as promotion, raises, scheduling) made by a supervisor based on the employee's submission to or rejection of sexual advances.
- Submission to a sexual advance used as a condition of keeping or getting a job, whether expressed in explicit or implicit terms.

You **MUST** take action.

The procedure for hearing this grievance is as follows:

- Talk to your Restaurant Manager/Franchisee.
- If you would rather, you can fill in a Personal Action Letter (PAL) available in the crew room. Please refer to page 3.
- You may also progress your claim as an employment relationship problem. Please refer to page 37.
- If the allegation is upheld, disciplinary action will be taken against the offender. Depending on the severity of the misconduct, the action could range from a warning to dismissal. In the case of sexual harassment by a client or customer of McDonald's, strong action will also be taken.

## **12. REPRESENTATION**

McDonald's recognises Unite Incorporated as the representatives of crew who have given the appropriate authorisation.

Paid Union officials have a right of access to Restaurants at all reasonable times when crew are employed on the premises. In exercising this right Union officials shall comply with prevailing legislation.

In addition, McDonald's will recognise the role of duly elected crew representatives and will allow them reasonable time to carry out their functions, subject to the Restaurant's operational requirements.

Provided you give written authorisation, McDonalds will deduct Union fees from your pay and remit them to the Union.

The Union is entitled to paid meetings of members in accordance with prevailing legislation. The timing of such meetings shall be determined by mutual agreement with the Restaurant Manager/Franchisee, on the basis that sufficient crew remain available to ensure that essential Restaurant operations continue during such meetings. The approval of the Restaurant in such circumstances shall not be unreasonably withheld.

## **13. TERM**

This Agreement applies from the start of the first pay period falling on or after 1 April 2017 and shall expire on 31st March 2020.

While this CEA is in place, McDonald's and Unite Union agree to meet quarterly to discuss operational topics. These meetings are not deemed CEA or wage negotiations and cannot result in industrial action.

## 14. SIGNATORIES

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

SIGNED FOR AND ON BEHALF OF McDonald's Restaurants (New Zealand) Limited

SIGNED FOR AND ON BEHALF OF Unite Incorporated as the authorised representative of crew who are Union members

## APPENDIX A

### SCHEDULE OF MINIMUM PAY RATES

Position	Year 1 (Y1) 1 April 2017 to 31st March 2018	Year 2 (Y2) 1 April 2018 to 31 March 2019	Year 3 (Y3) 1 April 2019 to 31 March 2020
Minimum Crew Rate	\$15.85	Y1 + ('value of increase to NMW from 1 April 2018') + 0.10c	Y2 + ('value of increase to NMW from 1 April 2019') + 0.10c
Crew CCO *	\$16.10		
Crew CCO (12 months) **	\$16.40		
Crew Trainer	\$16.65		
Maintenance Person	\$16.65		
Shift Assistant	\$16.65		
Shift Supervisor / McCafé Team Leader *** (SSC, SMX PCAP complete)	\$18.90		
Certified Shift Supervisor (ASMC PCAP complete)	\$20.15		

\* Upon completion of the Crew Certificate Operations workbook and provided that it has been verified by the training department.

\*\* Upon completion of 12 months service, provided the Crew Certificate of Operations workbook has been submitted for processing and is verified by the training department, and subject to a performance rating of 'good' or better.

\*\*\* Where applicable

## **APPENDIX B**

### **CODE OF CONDUCT**

These basic responsibilities and rules must be adhered to when employed at McDonald's. Please take time to read these carefully and ask your Restaurant Manager/Franchisee if you have any question regarding their meaning.

#### **A SERIOUS BREACH OF THESE RULES MAY RESULT IN DISMISSAL WITHOUT NOTICE.**

##### **1) Attendance**

At the time you are hired you will have agreed preferred working times that fits in with your school, family, other job, or outside activity demands. When this schedule needs to be changed, let your scheduling Manager know well in advance so this request can be considered in accordance with your Restaurant's policy. Any permanent changes need to be agreed between you and the Restaurant.

You are required to be in uniform, "clocked in" and ready for work at the scheduled time, to observe the times set for breaks and to work until the scheduled time to cease work at the end of the shift.

"On time" attendance is extremely important. Being late not only adversely affects Restaurant operations but it places unnecessary and unfair pressures on fellow crew members whose work depends on your presence. If you are unable to attend work for any reason you must advise your Restaurant Manager/Franchisee as soon as possible, preferably not less than two hours prior to your scheduled start time, so we have time to arrange a replacement.

Your time card/staff number is required to be entered when you start and finish each shift. Similarly you must clock in and out for your breaks.

You must not enter another person's time card/number.

If you want to take annual leave, you must contact your scheduling Manager two weeks before that week's schedule is prepared, to request for your request to be considered.

Remember, even in an emergency you must contact your Restaurant management team for approval for time off.

If you know in advance that you will not be able to work at a particular time or times that fall within the preferred working times recorded in your letter of appointment then you must contact your scheduling Manager as soon as possible and ideally two weeks before that week's schedule is prepared, for your request not to be rostered at that time to be considered.

Before leaving your work place during working hours, you must have the approval of your Manager.

## 2) Work Performance

You must observe all reasonable instructions given by a Manager or other person authorised to give such instructions.

You are required to follow McDonald's standard procedures in accordance with the station observation checklists. Your performance will be reviewed regularly. Failure to maintain an acceptable standard may result in termination of employment.

You must apply yourself diligently to work during working hours and not undertake other activities without the prior approval of your Manager.

## 3) Dress Standards/Hygiene

You are required to maintain the McDonald's standard of dress at all times during working hours. Remember that in the food handling business, appearance and cleanliness are important to our customers.

Because McDonald's are in the food handling business, there are special problems with smoking and sanitation. All Restaurants operate as smoke free workplaces.

You are required to wash/sanitise your hands thoroughly after clocking-in and regularly during the shift.

Before commencing work please ensure you meet the following dress code standards. If your appearance is not up to standard you will not be permitted to clock in.

NOTE: The following dress code standards may be varied at the discretion of the Restaurant Manager/Franchisee.

- **Uniform** - Every crew member will be issued uniforms and cleaning instructions at Orientation. You are responsible for keeping the uniform **immaculately** clean and free from stains. Aprons are to be worn only by those working in the grill area and french fries. Where supplied name badges are required to be on your uniform.
- **Hair** - Hair must be clean, of natural colour, neatly styled and if over collar length must be neatly pulled back and tucked in under the hat. No loose stringy or straggly hair is allowed (see Dress Code Poster). Hair must be kept away from the face and should not be seen on the forehead. If you are unable to meet these guidelines, you may be required to wear a hairnet.
- **Sideburns** are permissible; however, they must not extend below the earlobe. A clean shaven appearance is required. Moustaches are permissible but must be neat, clean and not of a length that exceeds the corners of the mouth or overlaps the upper lip.

- **Shoes** - Black shined leather non-skid shoes are required. NO open heels or toes and no crepe soles or gym shoes will be allowed. Socks must be worn, the only permissible colour is black.
- **Cap** - The cap must be clean and worn as shown in the Dress Code Poster.
- **Jewellery** - Generally jewellery is permissible when worn in good taste and limited in size and amount.
- **Cleanliness** - Must include daily bathing, use of deodorant and keeping fingernails cleaned.

**REMEMBER, MCDONALD'S ARE IN THE FOOD HANDLING BUSINESS AND APPEARANCE AND CLEANLINESS ARE VERY IMPORTANT TO OUR CUSTOMERS.**

#### **4) Alcohol and Drugs**

No alcohol or prohibited drugs are to be brought to work or consumed during working hours.

Any person who is suspected of having recently consumed alcohol or prohibited drugs and who, in the opinion of their Manager is not capable of satisfactorily performing normal duties will not be allowed to commence or continue work. Disciplinary proceedings may apply.

#### **5) Property and Product**

Unauthorised removal or unauthorised possession of Restaurant property or the property of other persons is not permitted. Wilful damage to property is not permitted.

Giving away, under charging, or the unauthorised consumption of food items is not permitted and will be viewed very seriously.

At closing time all extra products must be thrown away. No leftovers or waste product is to be consumed by staff or taken away from the Restaurant.

#### **6) Vehicles**

To be authorised to drive a motor vehicle in the course of your duties you must have a current drivers license for the appropriate class of motor vehicle.

Subject to the above, and the requirement at all times to use Restaurant vehicles safely and with all due care, you may use Restaurant vehicles for work related purposes provided your Restaurant Manager/Franchisee gives permission.

Whilst the vehicle is in your care, the Restaurant is not responsible for any traffic violations that you may incur.

Unauthorised use or irresponsible use of a Restaurant vehicle is not permitted. If you are required to drive a motor vehicle in the course of your duties then you must not do so while under the influence of alcohol or drugs, or where your driving may be affected by fatigue.

## **7) Safety**

McDonald's will continue to provide a clean, safe and healthy place to work. You are expected to do your part in helping to maintain a healthy and safe workplace. Work safely, wear safety equipment when required, observe safety rules and keep your work place neat and clean.

All work related accidents must be reported to your shift Manager immediately.

Unsafe work conditions must be reported to your shift Manager immediately.

## **8) Harmful Diseases**

If you are suffering from any illness or disease likely to cause food poisoning or be harmful to customers or staff (such as diarrhoea) you must notify your shift Manager immediately. Further you must not return to work until you receive a clearance from a doctor.

## **9) Confidential Information**

You must not, whether during your period of employment or afterwards, disclose to any person any confidential information relating to your Restaurant or McDonald's.

## **10) Media Statements**

You must not make any statement or provide any information to a media representative on matters relating to your Restaurant's or McDonald's business without the specific approval of the Restaurant Manager/Franchisee.

## **11) Social Media**

Social Media websites such as Facebook, Twitter and Bebo, are increasingly becoming a part of daily life and a form of mass communication and can sometimes lead to employees making comments that breach good faith requirements or disadvantage other employees.

The parties believe it is acceptable that any employee has the right to democratically express their opinions. However where the employee shares material intentionally in a public domain they should follow these guidelines:

- Do not name the employer with the intention of bringing the employer into disrepute or;
- Do not discuss trade secrets or confidential employment matters that are not already in the public domain or;
- Do not name other employees with the intention of disadvantaging them or;

- Do not target employee/s with the intention of harassing that employee/s or;
- Do not use abusive or violent language to threaten or intimidate other employee/s

Where it is brought to the attention of the employer that an employee has breached the Social Media Code of Conduct the employer shall in the first instance counsel the employee responsible and bring to their attention the Social Media Code of Conduct and seek to remove the offending material.

In repeated actions an employee may become subject to disciplinary processes as outlined in this Agreement.

## **12) Personal Behaviour**

All employees are expected to provide customers with prompt, courteous service.

Your relationship with your management team and other employees must be conducted in a socially acceptable manner. Specifically, threats, the use of abusive or offensive language, physical violence or other inappropriate behaviour are not permitted.

## **13) False Declarations**

The making of false declarations is not permitted.

## **14) Canvassing**

The distribution of literature or solicitation of employees in our working areas during working time or in areas open to the public is not permitted at any time. Furthermore, nobody is permitted to distribute literature or solicit our staff at any time on Restaurant property.

## **15) Cash Policies**

Cash shortages in registers sometimes occur. We realise that all people occasionally make mistakes. However, this is a serious matter. You will be instructed in the proper methods of handling cash prior to working any cash register. If you have a significant cash shortage, you will be notified and your cash register procedures will be reviewed.

If this problem repeats itself, you may be transferred to another area of the store operations or possibly face disciplinary action depending on the seriousness of the situation.

## **16) Miscellaneous**

Because of the limited customer parking in most Restaurants, staff should park in areas designated by management.

All staff must regularly check the Notice Board. This is used to update Restaurant procedures and policies. Do not post or alter any of the notices on the Notice Board.

The cashing of personal cheques in the Restaurant is not permitted.

The Restaurant telephone is for business purposes only. If you have to make a personal call, please consult the Manager on duty or if provided, use the crew room phone.

## **17) Other**

Any action, which by its nature and in light of reasonable community standards would be deemed to be misconduct, is prohibited.

A serious breach of these rules may result in summary termination without notice.

# **DISCIPLINARY PROCEDURE**

The Disciplinary Procedure comprises the following steps:

## **Step 1: Preliminary Investigation**

In the event there is an allegation of misconduct or unsatisfactory work performance the crew member's Manager, or a management representative, will conduct an initial investigation to determine whether there is any substance to the allegation and, if so, the extent of it.

## **Step 2: Issue Notice of Meeting**

Where the Manager, or his/her representative, determines that the allegation has substance the crew member concerned will be advised of the nature and details of the allegation, the potential impact on his/her employment if the allegation is sustained, the right to a support person or representative and the time of a meeting to discuss the matter.

### **Stand Down**

Where the seriousness or nature of the incident requires, the Manager or his/her representative may stand down the crew member and require him/her to remain available for discussions on the matter. However a stand down is not in itself a disciplinary measure.

Such stand down will be on pay, unless the period of stand down becomes protracted due to the crew member delaying or refusing to participate in the disciplinary process.

### **Further Investigation (depending on the circumstances)**

If required, further investigation will be carried out by the Manager or his/her representative. Discussions will be held with all persons considered able to assist.

## **Step 3: Conduct Disciplinary Meeting**

When the meeting commences the allegations will be described to the crew member, together with information obtained in the investigation.

### **Crew Member's Explanation**

During the disciplinary meeting the crew member concerned will be given the opportunity to provide an explanation and ask any questions.

## **Step 4: Consider Crew Member's Explanation**

The meeting will be adjourned to consider the explanation of the employee.

Further investigations will be conducted if required.

## **Step 5: Decision**

If the Manager, or his/her representative determines that the allegation is not substantiated no action will be taken.

If the Manager or his/her representative determines that the allegation has substance, based on reasonable probability, the Manager shall decide on the appropriate form of disciplinary action.

In cases of serious misconduct or neglect of duty, the crew member will be liable to dismissal without notice.

Less serious misconduct or unsatisfactory work performance will be subject to the following disciplinary action:

- In cases of unsatisfactory performance or the first instance of misconduct a verbal warning may be given, which will be confirmed in writing.
- Where unsatisfactory performance continues after a verbal warning or there is a further instance of misconduct after a verbal warning or the level of misconduct justifies going straight to a written warning, then a written warning may be given.
- Where unsatisfactory performance continues after a written warning or there is a further instance of misconduct after a written warning or the level of misconduct is sufficiently serious to justify going straight to a final warning, then a final written warning may be given.
- Where unsatisfactory performance continues after a final written warning or there is a further instance of misconduct after a final written warning, then dismissal with notice will occur.

Unless otherwise specified warnings will remain on the crew member's file for a duration of six months.

## **Step 6: Implementation**

The Manager, or his/her representative, will then call a meeting to convey the decision to the crew member. The crew member is entitled to be represented or have another person present as a support person.

After the meeting the decision will be confirmed in writing.

Each warning may be for unrelated matters.

A copy of all warnings will be kept on the crew member's personal file.

## APPENDIX C

### Introductory letter to the Union

Welcome to McDonald's, it's great to have you on board and we hope you are enjoying your new job so far!

As a new employee of McDonald's you get to choose between:

- The wages and conditions of a McDonald's individual employment agreement; or
- The wages and conditions of the Collective Employment Agreement between McDonald's and Unite Union

Attached are copies of the Collective Employment Agreement and the McDonald's Employment Agreement.

Every employee has the right to join or not join a Union. Whatever is your choice, it is important that you are comfortable with your decision, and so if you are unsure please seek advice.

You have two choices:

- You can either sign the McDonald's Employment Agreement; or
- You can join the Union and therefore join the Collective Employment Agreement.

NOTE: At present Union fees are 1.1% of gross pay with a minimum of \$2.00 and a maximum of \$5.75 a week per member. This means that this will be deducted from your pay each week.

If you wish to contact Unite Union, their contact details are:

[support@unite.org.nz](mailto:support@unite.org.nz) or:

Phone number: 0800 2 UNITE (0800 286 483)

Unite Union  
Freepost  
PO Box 7175  
Wellesley Street  
Auckland 1141

# APPENDIX D

## McDonald's Restaurants / Unite Union Protocol

1 April 2017

### Preamble

*McDonald's and Unite recognise the importance of a strong working relationship with each other. This protocol guides the relationship between the parties and the interaction of the Union with employees (whether Union members or not). Both parties accept there may be conflict at times but commit to always acting in good faith to resolve matters between them. This includes a requirement that the parties are responsive and communicative and do not do anything likely to mislead or deceive each other. Both parties agree to respond promptly to reasonable requests or concerns. This protocol has been developed by both Unite and McDonald's to assist the parties in dealing with day to day matters that arise.*

### 1. Union Communication

McDonald's accepts the right of the Union to communicate with members. Unite accepts that any communication shall be fair and factual and will not include matters that are derogatory to McDonald's.

In addition to the above, any Union material that Unite wishes to display in Restaurants for crew, shall be reviewed for suitability by McDonald's HR 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.

McDonald's 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, McDonald's HR will inform the Restaurants that approval has been provided. If a Restaurant is uncertain if Union material has been approved, they should approach McDonald's HR for clarity.

To facilitate communications an agreed suitable space that is easily accessible to crew shall be available for approved Union materials.

### 2. 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 inform the employee that the Collective Agreement exists and that it covers the work to be done by the employee.

The employer shall also advise the employee that he/she may join the Union if they wish to.

### 3. Joining and Resigning from the Union

All employees have the right to join the Union, or not. McDonald's encourages employees to discuss this choice with a parent or guardian, but will not offer an opinion on Union membership to the employee at any stage.

At any time an employee may join or resign their Union membership. Where an employee approaches management for information on joining or resigning from the Union they should be directed to contact Unite by either:

Meeting: a Union official or a site delegate  
Phoning: 0800 2 UNITE (0800-286483)  
Emailing: [support@unite.org.nz](mailto:support@unite.org.nz)

(This information is contained on their membership card and on the Union website).

The Union will then inform the relevant McDonald's payroll officer as soon as possible and no later than one week following the receipt of the resignation.

(Note. For practical reasons, resignations from the Union require two weeks' notice to the Union to allow the employer to be informed and to stop pay deductions. This is explained on the membership form).

Any employee resignations from the Union should be sent from the member to the Union, without facilitation from a Restaurant Manager or Franchisee.

#### **4. Delegates' Role**

Both parties agree that it is preferable for any employment relations concerns to be resolved within the Restaurant rather than relying on officials to resolve the matter. Delegates can aide in ensuring this happens.

The delegates' duties include representing employees attending disciplinary meetings; introducing themselves to new employees and providing them with Union material; advising Union members; and meeting with other delegates to consult on Union matters.

McDonald's agrees that Union approved delegates may have reasonable time to attend to Union matters. If this occurs during work time, it should be discussed and agreed by management prior to undertaking such duties. A reasonable request will not be refused.

The Unite official assigned responsibility for a Restaurant will inform the Restaurant Manager if there are any new delegates.

#### **5. Union Fee Deductions**

On a weekly basis the employer shall deduct Union fees and remit them monthly, unless otherwise agreed. Deductions shall be paid to the Union by direct credit with an identifying reference. On a monthly basis the employer shall forward via email the names of the employees for whom deductions have been made, the value of the deductions, the termination date of any members who have left the organisation and the details of the period covered by the remittance.

## 6. Employment Related Education Leave

The formula for EREL 1-5: 3, 6-50: 5, 51-280: 1 day per 8 FTEE, 281+: 35 days plus 5 days per 100 workers over 280.

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

The first eight hours of delegate training (one day of training) will be paid at ordinary time. After the first day's training, EREL days will be paid for those attending at no loss of ordinary pay. It is not limited to courses approved under the ERA.

## 7. Workplace Access

Consistent with access rights under the Employment Relations Act, Union officials shall make contact with the Franchisee or Restaurant Manager 48 hours prior to visiting a Restaurant. This may not be possible where a Union official has been requested to attend an urgent employment relations matter e.g.: disciplinary or performance meeting, or an urgent H&S matter. When exercising access to a Restaurant, Union officials shall first make contact with the Manager or the supervisor running shift and introduce themselves.

Management and Union officials shall conduct themselves in a professional and reasonable manner. Each party shall take into account the pressures and obligations of each other and act accordingly. During Union visits there may be some interruption to the business. Union officials shall try to minimise the impact on the business during these visits.

Management will try their best to ensure that Union officials have timely access to meet with employees on shift. Management will ensure employees are released in a timely manner so as not to delay the process. As a guide, Managers should send employees out at intervals no longer than 10-minutes apart, where it does not unduly impact on Restaurant operations. In special circumstances where there is a delay the management will inform the Union official and indicate the wait period and reason for such delay.

Note: All parties acknowledge that there needs to be a mutual willingness to meet between the Union and the employee. Restaurant Managers and Franchisees will ensure an opportunity to meet with the Union is provided and that employees are made aware of such opportunity in a constructive manner. Employees will be encouraged to let the Union official know directly, rather than through their Franchisee or Manager, if they do not wish to meet.

In normal circumstances Union officials:

- will, on first entering the Restaurant produce evidence of their identity and authority to represent the Union (e.g. a business card) to the Franchisee/Manager

- will not talk with or otherwise disrupt employees whilst they are dealing with customers
- except as set out below, will not enter Restaurant areas with particular hygiene, security, or H&S considerations (“risk areas”)
- will not harass or otherwise upset employees who have made it clear that they do not wish to talk to a Union official
- will not behave in a rude, unpleasant or loud way
- will not turn access to visit potential members into an opportunity to have a workplace discussion with more than one employee at a time without making prior arrangements with the Franchisee/Manager, (as a guide, having a Union official address 4 or more crew members anywhere in the Restaurant would be unreasonable).

When Union officials have a specific and identified health and safety matter arising, that they would like to evaluate first hand, and that would require access to a Restaurant risk area, they may request such access. To access a Restaurant risk area, the Union representative must request and obtain consent of the Franchisee or their representative. Access will not be unreasonably denied in the event of reasonable advance notification prior to the visit. Such access would be granted following appropriate in-store contractor induction in relation to safety and health and security requirements, together with a Restaurant risk assessment. The Union official must comply with such requirements, including but not limited to wearing appropriate personal protective equipment (PPE), before accessing a Restaurant risk area.

In the event that an official or a Manager breaks the workplace access protocols the organiser or Franchisee/Manager will contact Unite’s National Director, Mike Treen ([mike@unite.org.nz](mailto:mike@unite.org.nz) or 09-390 1434), and an HR representative from Head Office who will take all reasonable steps to resolve the situation and ensure the protocols are observed.

As a guideline for officials/delegates, a reasonable amount of time for discussions with individual crew members should be around five minutes.

In certain circumstances officials may have a longer discussion. For example:

- where an employee raises an issue for discussion
- where an employee decides to sign-up to the Union
- where an employee decides to sign up for a Union service other than simple membership.

Where it is apparent that an official/delegate is likely to significantly exceed the five minute duration then the official/delegate will approach the appropriate supervisor in the Restaurant at the time to advise him/her of the need for a longer discussion.

If it is reasonable in terms of the operation of the business of the Restaurant at the time for a longer discussion to take place, then, following an indication from the Union official about the overall expected length of the discussion, the discussion should be allowed to continue. If an employee is needed back at their duties then arrangements should be made for the discussion to be completed at an alternative time when the Restaurant is quieter.

Union officials/delegates will be allowed to talk with crew members ‘free’ from the interference of management.

1. Union officials may distribute pamphlets and recruitment forms to crew provided that the contents conform to normally expected standards of community decency

2. Union officials may visit at any time but unless otherwise agreed shall avoid visiting during peak times (10:00-10:30, 12:00-14:00 and 17:00-19:00) to consult with crew.

## **8. Employment Problems**

It is very important that if problems or issues arise at the workplace, they are dealt with and properly sorted out.

Problems can vary in nature – from a dispute between employees to problems with pay, sexual harassment, rostering, performance issues – and everything in between.

The parties, wherever possible, agree to try to resolve problems at the Restaurant level. Union representatives shall try to resolve the problem directly with the employer.

- In the first instance the employee should raise the problem with his/her Manager and the Union representative will advise employees that this is the preferred first step in any process.
- If the employee is unable to resolve the problem directly with the Manager or the employee believes that it is inappropriate due to the nature of the concern or they lack the confidence to do so directly for whatever reason, they can involve a delegate or official to raise it with the Manager.
- If the matter cannot be resolved at this level then the delegate or official will raise the matter with the Human Resources Department.
- The Union commits that where an employment relations problem exists it will not go to media until it has exhausted all escalation points within McDonald's. This includes first having discussions with the Manager, the Franchisee, and the Human Resources department.

If the problem is still not resolved after following this process then the Union can request mediation through the Mediation Services at MBIE.

## APPENDIX E

### EMPLOYMENT RELATIONSHIP PROBLEMS

*Note: You have the right to be represented by your Union or another support person at any stage of the process.*

#### Definitions

**Employment Relationship Problem** includes a personal grievance, a dispute, and any other problem relating to your employment. However, it does not include any problem to do with the negotiation of new terms and conditions of employment.

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

**Personal Grievance** means a claim by you against your Restaurant Manager/Franchisee that:

- You have been unjustifiably dismissed; or
- You have been disadvantaged in your employment by an unjustifiable action of your Restaurant Manager/Franchisee, or
- You have been discriminated against in your employment; or
- You have been racially or sexually harassed in your employment; or
- You have been subject to duress because of your membership or non-membership of a or employees' organisation.

#### Raising an Employment Relationship Problem

Where you consider you have an employment relationship problem you should discuss the matter with your Restaurant Manager/Franchisee at the earliest opportunity, in an endeavour to resolve the matter promptly by direct discussion.

If the matter is not resolved, you should put your complaint in writing and give it to your Restaurant Manager/Franchisee. A further effort will be made to resolve the matter.

In the event you are unable to resolve the matter with your Restaurant Manager/Franchisee, or you believe it is inappropriate to raise it directly with your Restaurant Manager/Franchisee because of the nature of the problem, you should contact Unite Union on 0800 UNITE or the Mediation Service of the Department of Labour (0800 800 863). A Mediator from the Mediation Service will provide you with confidential assistance appropriate for the situation.

## **90-Day Limit for Raising a Personal Grievance**

If you wish to raise a personal grievance, you must do so within 90 days of the date when the alleged grievance occurred or came to your attention, whichever is the later. The grievance is 'raised' as soon as you have informed your Restaurant Manager/Franchisee that you consider you have a personal grievance you want addressed.

Your Restaurant Manager/Franchisee may agree to your raising the matter outside the 90 day period. You may also make application to the Employment Relations Authority for permission to raise the matter outside the 90 day period.

## **Choice of Procedures**

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

## **Statement of Reasons for Dismissal**

In the case of alleged unjustifiable dismissal, you are entitled to request that your Restaurant Manager/Franchisee provide you with a written statement giving the reasons for your dismissal. You are required to make this request to your Restaurant Manager/Franchisee within 60 days of your being dismissed or becoming aware that you have been dismissed. Your Restaurant Manager/Franchisee must provide you with that written statement within 14 days of receiving your request.

## **Other Options**

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

## **Remedies for Personal Grievance**

- Reinstatement to your former position or a position no less advantageous,
- Reimbursement to you of the lost remuneration (usually limited to three months),
- Payment of compensation for humiliation, loss of dignity and injury to feelings; or compensation for loss of any benefit, and
- Special recommendations in the case of sexual or racial harassment.