

PLAIN ENGLISH GUIDE

GRILL'D 2025 ENTERPRISE AGREEMENT

BY GRILL'D WORKERS UNITED

**GRILL'D
WORKERS
UNITED**



ABOUT THIS GUIDE

The Grill'd Workers United Plain English Guide explains the Grill'd 2025 Enterprise Agreement and key policies in simple language. It's organised to make it easier for workers to understand and use the rules.

This guide points to the relevant Enterprise Agreement clauses so you can quickly find the full text. You can read the full Agreement on the Grill'd Workers United website.

GWU aims to give you accurate and clear information to help you understand your rights and obligations. The details in this guide were correct when published, but things may change. Always check the GWU website for the latest version and updates.

Disclaimer: GWU created this guide for information purposes. We've tried to make sure it matches the Enterprise Agreement, but it is not the official agreement. GWU is not liable for any issues from using this guide. Please use the latest version from the GWU website.

Grill'd Workers United (GWU) is run by Grill'd employees for Grill'd employees. We help each other learn about our rights, address unfair treatment, and work to improve conditions. We support members with issues like rostering, pay, and disciplinary meetings. Together, we ensure the company complies with the Enterprise Agreement.

Where an undertaking is applicable, the guide will not make specific mention to it except as a reference and will read it as if it were part of the agreement.

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HOW TO USE THIS GUIDE

In this guide, certain words have been defined to avoid repetition and improve readability. The most important thing is using 'you' in the second person to refer to a team member. When referring to a worker, it means any operations employee at Grill'd (including a manager).

Where we do not define a word, you should consider its meaning to be that given in Section 6 of the Enterprise Agreement, other specific policies, or the Macquarie Dictionary.

For the purposes of this guide, all TMs & TLs are assumed to be non-salaried employees, and ARMs & RMs are assumed to be salaried.

For improved understanding, this guide includes *Exceptions*, *Notes*, and *Comments*.

Exceptions - certain clauses set out a requirement that, in certain circumstances, can be varied, or in some cases, ignored. You must read these exceptions to fully understand the requirements.

Notes - are included as they appear in the agreement. In certain circumstances where GWU considers them to have a major impact on the clause, they may be included in the explanation itself.

Comments - for certain clauses, you will find extra comments to help explain the requirement. This commentary is not meant to add new requirements; it is only meant to provide more detail.

GLOSSARY

Word	Definition
“the agreement”, “the EA”	The Grill’d Enterprise Agreement 2025
Must	Indicates an obligation or necessity
Should	Indicates a strong preference or best practice, but not necessarily a requirement
May	Indicates an option in the context of the requirement
Managers	Includes Assistant Restaurant Managers & Restaurant Managers
Support Office	Grill’d’s HQ in Richmond, Victoria
“The award”	The Fast Food Industry Award 2020
y/o	Years Old
/hr	Per Hour

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1.

WHAT THIS AGREEMENT IS

WHAT THE EA DOES

The Grill'd 2025 Enterprise Agreement sets out the foundational rules and entitlements for all restaurant staff who work for Grill'd.

The rules cover:

- Pay rates
- Overtime
- Traineeships
- Leave
- Free meals / 50% discount
- Breaks
- Rostering
- Termination & resignation
- Union delegate rights
- Pay increases
- Dispute resolutions
- Right to disconnect
- Accidental breakages
- Probation
- Employee Obligations
- Award reconciliation

There are other rules in Grill'd's policies on GEM.

WHO THE EA APPLIES TO

The EA applies to all Grill'd restaurant employees, also called “operations”. Namely:

- Team Members
- Team Leaders
- Assistant Restaurant Managers
- Restaurant Managers

It does not apply to Area Managers (“growth coaches”) or workers in Support Office. It also doesn't apply to employees of Grill'd franchises.

Comment - *Franchises typically, but not always, operate on an EA which is similar to the 2020 or 2025 Grill'd EA. So, the content in this guide may still be relevant.*

HOW LONG DOES THIS EA APPLY

The agreement expires on the 17th of October 2029.

Grill'd must commence negotiations to develop a new agreement within 3 months of this agreement expiring.

If the expiry date passes with no new agreement, the 2025 agreement continues to operate until terminated by the Fair Work Commission.

UNDERSTANDING THE AWARD

Most fast food workers in Australia are covered by a document called the Fast Food Industry Award (FFIA) 2020. The Award sets the legal minimum standard for **workers who do not have** their own special enterprise agreement.

Since Grill'd workers **do have** our own EA, we are not covered by the award (except for the Reconciliation clause). **In other words, this EA replaces the award.**

By law, the Agreement must leave workers better off overall than the Award.

2.

PAY RATES

PAY CLASSIFICATION & STRUCTURE

Team Members & Team Leaders receive an hourly wage (a “rate of pay”). Your rate of pay depends on:

- If you are a trainee:
 - Your school year or
 - Your years out of school
- If you are not a trainee:
 - Your age

Additionally, these rates change depending on:

- If you are working a late night, or
- If the day is a weekend, or
- If the day is a public holiday, or
- If you are working overtime.

If multiple rates of pay are applicable to you, you receive **the highest one**.

Team Leaders receive the same rates of pay as Team Members but, have an extra \$1.50 added to each rate in this section.

Managers receive a fixed annual income (a “salary”). Pay rates are current as of August 2026.

BASE RATES OF PAY

2025 EA Clause 18

Tables 2.1 & 2.2 outlines your base rate of pay.

Table 2.1 - Trainee Base Rate

Classification	Rate
Year 11 or lower	\$13.59/hr
Year 12	\$15.16/hr
Less than 1 year out of school	\$17.78/hr
More than 1 year out of school	\$18.95/hr
More than 2 years out of school	\$22.06/hr
More than 3 years out school	\$25.26/hr

Table 2.2 - Non-Trainee Rate

Classification	Rate
16 y/o or younger	\$15.26/hr
17 y/o	\$18.29/hr
18 y/o	\$21.32/hr
19 y/o	\$24.36/hr
20 y/o	\$27.41/hr
21 y/o or older	\$30.45/hr

PENALTY RATES - WEEKEND

2025 EA Clause 20

Tables 2.7 & 2.8 outline your rate of pay while you work on a weekend (Saturday & Sunday).

Table 2.7 - Trainee Weekend Rate

Classification	Rate
Year 11 or lower	\$14.15/hr
Year 12	\$15.79/hr
Less than 1 year out of school	\$18.50/hr
More than 1 year out of school	\$19.74/hr
More than 2 years out of school	\$22.97/hr
More than 3 years out school	\$26.30/hr

Table 2.8 - Non-Trainee Weekend Rate

Classification	Rate
16 y/o or younger	\$15.79/hr
17 y/o	\$18.92/hr
18 y/o	\$22.06/hr
19 y/o	\$25.19/hr
20 y/o	\$28.35/hr
21 y/o or older	\$31.49/hr

PENALTY RATES - LATE NIGHT

2025 EA Clause 19

Tables 2.3 - 2.6 outlines your rate of pay while you work a late night. A late night is considered to be the hours between 10:00pm and 6:00am local. Different rates apply between 10pm - 12am, and 12am - 6am.

Table 2.3 - Trainee Late Night Rate (10pm - Midnight)

Classification	Rate
Year 11 or lower	\$14.95/hr
Year 12	\$16.68/hr
Less than 1 year out of school	\$19.54/hr
More than 1 year out of school	\$20.85/hr
More than 2 years out of school	\$24.26/hr
More than 3 years out school	\$27.79/hr

Table 2.4 - Non-Trainee Late Night Rate (10pm - Midnight)

Classification	Rate
16 y/o or younger	\$16.79/hr
17 y/o	\$20.12/hr
18 y/o	\$23.46/hr
19 y/o	\$26.80/hr
20 y/o	\$30.15/hr
21 y/o or older	\$33.49/hr

Table 2.5 - Trainee Late Night Rate (Midnight - 6am)

Classification	Rate
Year 11 or lower	\$14.95/hr
Year 12	\$16.68/hr
Less than 1 year out of school	\$19.54/hr
More than 1 year out of school	\$21.46/hr
More than 2 years out of school	\$24.99/hr
More than 3 years out school	\$28.61/hr

Table 2.6 - Non-Trainee Late Night Rate (Midnight - 6am)

Classification	Rate
16 y/o or younger	\$17.19/hr
17 y/o	\$20.62/hr
18 y/o	\$24.07/hr
19 y/o	\$27.49/hr
20 y/o	\$30.94/hr
21 y/o or older	\$34.37/hr

PENALTY RATES - PUBLIC HOLIDAY

2025 EA Clauses 29.4, 29.5 & 29.7

Tables 2.9 & 2.10 outline your rate of pay while you work on a public holiday.

Table 2.9 - Trainee Public Holiday Rate

Classification	Rate
Year 11 or lower	\$20.95/hr
Year 12	\$23.36/hr
Less than 1 year out of school	\$27.39/hr
More than 1 year out of school	\$29.22/hr
More than 2 years out of school	\$33.99/hr
More than 3 years out school	\$38.93/hr

Table 2.10 - Non-Trainee Public Holiday Rate

Classification	Rate
16 y/o or younger	\$23.41/hr
17 y/o	\$28.07/hr
18 y/o	\$32.72/hr
19 y/o	\$37.38/hr
20 y/o	\$42.06/hr
21 y/o or older	\$46.72/hr

PENALTY RATES - OVERTIME

2025 EA Clause 15

Overtime rates are paid when you work longer than what you were rostered. For overtime to apply, it must be:

- authorised by a manager, and
- during work outside your rostered hours, and
- more than 60 minutes after your shift.

These overtime rates are applied to any other rate you would receive, including your base, penalty or public holiday rate:

- Monday to Saturday:
 - First 2 hours → 1.5x
 - After 2 hours → 2x
- Sunday:
 - All overtime → 2x

Working less than 60 minutes after your shift isn't overtime. For example, if all other conditions are met and you **work 1 hour and 15 minutes** after your shift, **only 15 minutes are paid as overtime**.

PAYMENT OF WAGES

2025 EA Clause 21

Wages are currently paid weekly. Grill'd is allowed to change to a fortnightly model with 4 weeks' notice.

INCREASES IN PAY

2025 EA Clause 23

Due to the reconciliation clause, your overall pay under this Agreement will never fall below the minimum base rate set by the relevant award. This serves as a safety net to ensure your pay doesn't fall below the legal minimum as it did under the 2020 agreement.

Grill'd may choose to increase pay rates each year on the Agreement's anniversary. Any increase is decided by the company and may take into account factors such as inflation, business performance, and economic conditions.

However, there is a guaranteed 1% minimum increase, effective from the first full pay period in July.

RECONCILIATION CLAUSE

2025 EA Undertakings

Simple rule

Every 3 months, Grill'd must check whether you were better off under the Agreement than the Award. If you were worse off, they have to pay the difference plus 1.5%.

The reconciliation clause is a new protection in the Agreement won by the union. Its job is to make sure TMs & TLs are still better off overall under the Grill'd Enterprise Agreement than they would have been under the Fast Food Industry Award.

The Award is the legal safety net for fast food workers. Grill'd workers are paid under the Agreement, not under the Award. But the Award still matters because it is used as the comparison point.

This matters because the **Agreement uses a different pay structure from the Award**. For example, the Agreement includes higher base rates and “equivalency” rules intended to balance out weekend and public holiday work with weekday hours. **Because this system is complex, the reconciliation clause serves as a safety check.**

Every 3 months, Grill'd must **compare what each worker was actually paid** under the Agreement against **what they would have received under the Fast Food Industry Award** for the same work.

The review periods are:

- July to September, and
- October to December, and
- January to March, and
- April to June.

If the **comparison shows that you were paid less** under the Agreement than you would have been paid under the Award, **Grill'd must pay you the difference.**

On top of that, Grill'd must also pay an extra 1.5% of the shortfall to compensate you.

This means you might be paid less than the Award in some weeks, but it won't be less over time.

Any shortfall must be paid within 4 weeks after the 3-month review period. If the review has already been completed, payment is made in the next pay period and is taxed normally.

If you leave Grill'd before the end of a review period, Grill'd still has to complete the comparison for you.

SUPERANNUATION

2025 EA Clause 24

The company will pay superannuation contributions for you at the minimum rate set by the Federal Government, which may increase over time.

By default, your super will be paid into the Retail Employees Superannuation Trust (REST), unless:

- you choose a different fund, or
- the company is required by law to pay into another fund

The company can change the default super fund to another approved fund, but must give you at least 2 months’ notice before doing so.

MANAGERS PAY

2025 EA Clause 18

Table 2.11 outlines the minimum rate of pay for managers.

Table 2.11 - Manager’s Rate of Pay

Restaurant Manager	Assistant Restaurant Manager
\$65,862.10	\$64,084.50

3.

ROSTERS

HOURS OF WORK

2025 EA Clause 14 & Undertakings

You can be rostered to work anywhere between 6am and 12am. However, you won't be rostered for more than 11 hours in a single day and no more than one shift a day (no "split shifts"). Furthermore, you won't be required to work a shift within 10 hours of the previous day's shift.

Comment - *For clarification, 2 shifts back-to-back are for the purposes of the EA, one shift, and are not considered split shifts. Split shifts are only when there is a gap between 2 shifts on the same day, for example an 8-12 and then a 4-8.*

ROSTER PROTECTIONS

2025 EA Clause 14.4

Under the EA, you cannot be required to work more than one penalty shift of five hours or longer per week, or more than two Sunday shifts each month.

The union defines a "penalty shift" as any shift that includes penalty rates. For example, a shift from 5:30 to 11:00 PM is considered a penalty shift longer than five hours because it incurs late-night rates between 10:00 PM and 11:00 PM.

However, you may work more than one penalty shift per week if you agree to an "alternative arrangement."

EQUIVALENCY CLAUSE

2025 EA Clauses 14.5 & 29.3

Under this Agreement, working weekends or public holidays affects how you get rostered in the following weeks. In simple terms, if you work hours on a Saturday, Sunday, or public holiday, you will also be expected to work a certain number of hours on weekdays over a four-week period.

Weekend

For Team Members, each hour worked on a weekend generally requires at least one hour on a weekday. Team Leaders require 0.5 weekday hours.

Public Holiday

Public holiday work requires a higher weekday equivalent. Team Members are required to work 5 weekday hours for every 1 public holiday. Team Leaders are required to work 3 weekday hours for every 1 public holiday.

BASE ROSTERED SHIFT & AVAILABILITY

2025 EA Clauses 14.6, 14.7 & 13.5 (3)

When you start as a part-time employee, you and the company will agree on a set shift (called your base rostered shift) within the availability you've provided. This shift, along with any other shifts that Grill'd offers, and you accept, form what is called "ordinary hours".

Any changes to this base shift must be agreed to and recorded in writing (including messages or digital systems).

You set your default availability in the rostering system, and this is what your shifts are based on.

You can update your availability if your circumstances change (like study or personal commitments), but:

- Changes must be made at least one week before the roster starts, and
- Changes need to be approved by your manager.

4.

BREAKS & REST PAUSES

2025 EA Clause 26

Table 4.1 outlines which breaks are offered depending on the length of your shift.

Table 4.1 - Meal & Rest Breaks

Hours Worked	Meal Breaks	Rest Breaks
Less than 4 hours	No meal break	No rest break
4 hours but less than 5 hours	No meal break	One rest break
5 hours but less than 9 hours	One meal break	One rest break
9 hours or more	One Meal Break (Two rests). Two Meal Breaks (One rest)	One Rest Break (Two meals) Two Rests (One meal)

Rest breaks are paid 10-minute breaks. Meal breaks are unpaid 30-minute breaks.

You can't be required to work more than five hours without a meal break.

Comment - *Therefore, if you're working for six-hours your meal break must occur within the first five hours.*

You can't be required to take your meal or rest break within 1 hour of starting or ending work.

Comment - *Therefore, if you work a, 4-10pm, you can't be required to take your break anytime before 5pm or after 9pm.*

5.

LEAVE & SICK DAYS

There are 8 types of leave you are eligible for: annual leave, personal (sick) / carer's leave, compassionate leave, community service leave (including jury duty), long service leave, parental leave and family & domestic violence leave.

SICK / CARERS LEAVE

2025 EA Clauses 28.2 & 28.4 – 28.6

If you are sick or need to care for someone, you can take personal (sick) or carer's leave. You should let your manager know as soon as possible, even if that's after your shift has started, and tell them how long you expect to be away. In many cases, you'll need to provide evidence (like a medical certificate), especially for multiple days off, patterns of absence, or absences around weekends or public holidays.

ANNUAL LEAVE

2025 EA Clauses 28.2 & 28.7 – 28.17

Annual leave is your paid time off that builds up over time. You need to apply for it through Tanda and have it approved before taking it. Grill'd will consider your request alongside operational needs, so approval isn't automatic.

In some situations, you may be able to take annual leave in advance, meaning before you've actually earned it, but this must be agreed to in writing. And if you leave the job before

you've accrued that leave, the company can deduct the amount owed from your final pay.

You may also be able to cash out some of your annual leave subject to agreement by the company. This must be recorded in writing, and you must keep at least 4 weeks of leave remaining after cashing out. You also can't cash out more than 2 weeks in a 12-month period, and the payment must be the same as if you had taken the leave normally.

During a company shutdown (such as over quieter periods), you may be required to take annual leave with reasonable notice.

TOO MUCH ANNUAL LEAVE

2025 EA Clauses 28.18 – 28.26

If you build up too much annual leave (an excessive leave balance), both you and the company are expected to try to agree on a plan to reduce it.

If an agreement can't be reached to take this leave, the company can direct you in writing to take annual leave.

However, there are strict limits on this:

- You must still have at least 6 weeks of leave remaining after taking the leave, and
- You cannot be required to take less than 1 week at a time
- The leave must start between 8 weeks and 12 months after the direction is given, and
- It must not conflict with any other leave arrangements already agreed between you and the company.

If a valid direction is given, you are required to take the leave.

Alternatively, if you've tried to agree with the company but couldn't, you can formally request leave in writing, but only if:

- You've had an excessive leave balance for more than 6 months, and
- The company hasn't already directed you to take leave that would fix the issue.

Your request must follow these rules:

- You must still have at least 6 weeks of leave remaining after taking the leave, and
- The leave must start between 8 weeks and 12 months after your request is given, and
- It must not conflict with any other existing leave agreements, and
- As part of this request, you are not entitled to take more than 4 weeks of leave in a 12-month period.

COMPASSIONATE LEAVE

2025 EA Clause 28.2 & NES (<https://www.fwc.gov.au/documents/resources/nes-compassionate-leave.pdf>)

You can take 2 days of compassionate leave per occasion if someone in your immediate family or household:

- is seriously ill or injured, or
- passes away.

This is paid for full-time and part-time employees.

FAMILY & DOMESTIC VIOLENCE LEAVE

2025 EA Clause 28.2 & NES (<https://www.fwc.gov.au/documents/resources/nes-family-domestic-violence-leave.pdf>)

All employees (including casuals) get 10 days of paid leave per year for situations involving family or domestic violence.

This leave:

- is available immediately (no accrual required), and
- resets each year (doesn't carry over), and
- can be used for things like court, safety arrangements, or accessing services.

COMMUNITY SERVICE LEAVE

2025 EA Clause 28.2 & NES (<https://www.fwc.gov.au/documents/resources/nec-community-service-leave.pdf>)

You can take leave for certain community services, including:

- Jury duty, or
- Voluntary emergency activities (e.g. SES, CFA).

This leave is generally unpaid, except:

- Jury duty is paid (make-up pay) for up to 10 days for full-time and part-time employees.

You must:

- Give notice as soon as possible, and
- Provide evidence if requested.

6.

EMPLOYEE ENTITLEMENTS

FREE MEAL

2025 EA Clause 27

If you work a longer shift, you may get either a free meal or a meal allowance.

You qualify if you:

- work 5 hours or more in a day, or
- work more than 1 hour of overtime.

Grill'd can choose to provide:

- a free menu item (up to \$18 value), or
- an \$18 payment (before tax) if you request it.

However:

- You can only receive this once per day, unless you work more than 4 hours of overtime, and
- If the company offers you a free meal and you decline it, you won't get the \$18 payment instead, and
- The free item cannot include alcohol.

50% OFF

2025 EA Clause 22

You're entitled to one half-price item per day at your main store, whether you're working that day or not. However, this only applies once per day and does not include alcohol.

TRAVEL PAYMENTS

2025 EA Clause 25

You may be required to work at a different Grill'd location, either temporarily or permanently. Before making a change to your usual location, Grill'd will consult with you and try to take your personal circumstances into account.

If you are required to work somewhere other than your usual workplace, the company must cover any extra travel time and costs you incur.

Extra travel time

If you have to travel further than usual, the company will pay you for the extra time spent travelling, calculated as the time beyond your normal commute.

This includes:

- Travel from your home to the new location and back, or
- If transport is provided by Grill'd, travel between your home and the pick-up point.

You'll be paid for this extra travel time at:

- Your normal hourly rate (Monday to Saturday)
- 150% of your hourly rate (Sunday or public holidays)

Extra travel costs

The company will also reimburse you for any additional travel costs, such as fares, that are more than what you would normally spend getting to your usual workplace.

Late night / early morning transport

The company must pay for your transport (e.g. taxi or rideshare) if all of the following apply:

- You start or finish work after 10:00 pm or before 7:00 am, and
- Your usual transport isn't available, and
- You can't reasonably arrange your own transport, and
- The company hasn't already provided transport.

In this case, the company will reimburse the reasonable cost of a commercial passenger vehicle (like a taxi or Uber) between your home and work.

You can still choose to organise your own transport if you prefer.

Temporary transfers

If you are temporarily moved to another restaurant for up to 3 weeks, the company must reimburse any additional reasonable travel costs you incur.

7.

YOUR RIGHTS AT WORK

ACCIDENT PAY

2025 EA Clause 46

If you're injured at work and receiving workers' compensation, accident pay is an extra payment from Grill'd. It boosts your workers' compensation so your weekly income is closer to your usual earnings. It's calculated as the difference between:

- what you are being paid under workers' compensation, and
- what you would have earned in your normal role.

However, this does not include things like:

- overtime
- shift penalties
- bonuses
- allowances (e.g. travel)
- any other extra payments

How long you get accident pay

The company must pay accident pay for up to 26 weeks while you are receiving weekly workers' compensation payments, subject to the following:

- The 26-week period starts from your first day off work due to the injury, and
- If you have multiple periods off for the same injury, they are added together toward the 26 weeks.

When accident pay does NOT apply

You won't receive accident pay:

- for the first 7 consecutive days of your injury (including non-working days) or,
- if the injury happens in your first 2 weeks of employment, unless it continues beyond that, or
- during any period of:
 - paid annual leave
 - long service leave
 - paid public holidays

If your employment ends

You may still receive accident pay after your employment ends if:

- the company ends your employment (except for serious misconduct), or
- the business closes or becomes bankrupt.

If you return to work

If you return to work on:

- reduced hours, or
- modified duties

your accident pay will be reduced based on your earnings from that work.

Other important rules

- If accident pay is only for part of a week, it is paid pro rata, and
- If you receive a lump sum workers' compensation payment, accident pay stops from that date, and
- If you later receive damages (compensation) from Grill'd or another party, you:
 - must repay any accident pay already received, and
 - won't receive any further accident pay

A PLACE YOU WANT TO WORK

2025 EA Clause 9

In order to make Grill'd a place you want to work at, Grill'd is obligated to:

- Have open and honest communication between management and workers, and
- Respect the needs of individuals and treat them respectfully, and
- Provide a disciplined, motivating and fun environment to work, and
- Provide the opportunity for friends of high-performing team members to join the team, and
- Develop the work and life skills of team members, including training all company staff

ACCIDENTAL BREAKAGES

2025 EA Clause 38

You will not be held financially responsible for the cost of accidental spillages or breakages of crockery (plates, bowls, cups, etc), utensils, equipment or machinery.

ANTI-DISCRIMINATION

2025 EA Clause 40

Grill'd requires employees to treat one another with courtesy, dignity and respect at all times, and to respect each other's privacy and differences. As well as to avoid offensive comments and behaviour.

CONSULTATION

2025 EA Clause 44

If Grill'd decides to make a significant change to production, programs, organisation, structure or technology that will likely impact employees (a **“major change”**), or proposes a change to their regular roster or working hours, then they must do the following:

The company must notify affected employees of the decision to introduce the major change. The employees may appoint a representative to negotiate the major changes, and Grill'd must recognise that representative if notified.

As soon as practical after making its decision, Grill'd must:

- Discuss with employees:
 - The introduction of the change
 - The effect it is likely to have
 - Measures the company is taking to avert or mitigate any adverse effects on workers

A discussion will include, in writing:

- All relevant information about the change
- Information about the expected effects
- Any other matters likely to affect workers

Grill'd is required to give prompt and genuine consideration to matters raised by employees about the major change.

RIGHT TO DISCONNECT

2025 EA Clause 47

You have the right to switch off from work outside your working hours.

This means you can refuse to:

- Monitor, read, or respond to messages or calls from the company, or
- Respond to work-related contact from others (like customers or suppliers)

outside your normal working hours, unless it is reasonable for you to do so.

What is “reasonable” will depend on the situation, but there may be cases where you are expected to respond, for example, if required by law.

Protections

- The company cannot take action against you for reasonably choosing not to respond outside your working hours, and
- The company must not pressure or prevent you from exercising this right

CONTINUITY OF SERVICE

2025 EA Clause 35

If Grill'd is sold or transferred to a new owner and you keep your job, your service continues as if nothing changed.

This means:

- The time you have been working at Grill'd carries over, and
- You don't lose things linked to service (like leave entitlements)

If you stay employed under the new owner on terms that are overall no worse than before, you won't receive redundancy or severance pay.

8.

YOUR OBLIGATIONS AT WORK

GENERAL OBLIGATIONS

2025 EA Clause 10

As an employee of Grill'd, you are required to:

1. Serve the company faithfully and diligently by exercising all due care and skill.
2. To act at all times in the best interests of the company.
3. To do your utmost to safeguard and advance the Company's business interests and reputation.
4. To use your best abilities and knowledge to perform the duties assigned to you.
5. To abide by all reasonable and lawful instructions from the Company.
6. To focus on cleanliness.
7. To at all times display a thorough and professional manner and enhance the company's goodwill and relationships with its clients and customers.
8. To display the highest professional standards of service delivery.
9. Not to disparage the company, its network or your work colleagues to other team members or third parties by any means, including but not limited to negative comments on social media.
10. To be co-operative and work as part of the team.
11. To maintain a neat and professional appearance.
12. Not to misuse the company's confidential information.

PUBLIC HOLIDAYS

2025 EA Clause 29.1

By working at Grill'd, you agree that on occasion you may be required to work on public holidays, as the Company requires. You have a right to refuse to work on a public holiday if the request to work is not reasonable, or if the refusal is reasonable.

To ensure that work on public holidays is fairly distributed amongst workers and to limit the number of public holidays on which they may be requested to work, Grill'd will not require team members to work more than a maximum of three public holidays per year.

CONFIDENTIALITY

2025 EA Clause 37

While working at Grill'd, you may come across information that the company considers confidential. This can include things like processes, procedures, recipes, suppliers, and business information.

You are required to keep this information private, both during your employment and after you leave.

What you must do

You must:

- Not share confidential information with anyone outside the company unless you have written approval
- Not copy or allow others to copy confidential information
- Take reasonable steps to keep this information secure and prevent it from being lost, stolen, or misused

- Not remove confidential information from the workplace or company systems

If you become aware of any misuse or potential misuse, you must:

- Notify the company, and
- Take reasonable steps to help stop it.

Specific things you cannot share

You must not disclose information about:

- Company sales, revenue, or performance
- Recipes, ingredients, or suppliers

Other responsibilities

You must also:

- Follow any directions from the company about protecting confidential information, and
- Reasonably assist the company if they take action against someone for misusing confidential information, and
- Return all company information and property if asked, or when your employment ends

POLICIES

2025 EA Clause 39

As an employee, you agree to comply with Grill'd's policies and procedures, as changed and introduced from time to time. This includes how you behave.

Where a policy requires something of the company, it is only a guideline and not an enforceable term, condition, or representation.

If there is a conflict between a policy and the Agreement, the Agreement takes priority.

RETURN OF COMPANY PROPERTY

2025 EA Clause 42

Grill'd may withhold money they owe to you when you finish at Grill'd, equal to the value of all Grill'd issued property which you have failed to return.

9.

UNIONS & DISPUTES

UNION DELEGATES RIGHTS

2025 EA Clause 45 & Undertakings

Workplace delegates are employees who represent other workers. You can choose to speak to or be represented by a delegate if you want.

Your right to representation

A delegate can represent you if you choose, including in situations like:

- Disciplinary meetings
- Workplace disputes
- Changes to rosters or hours
- Major workplace changes
- Any process under this Agreement where you have a right to be represented

Talking to a delegate

Delegates are allowed to talk to you about workplace issues and representation, including union membership.

They can do this:

- During work hours (as long as it doesn't unreasonably disrupt work)
- During breaks
- Before or after shifts

Access to support

The company must allow delegates to:

- Meet with employees privately
- Use workplace communication tools (like noticeboards or internal systems)
- Access basic facilities to support discussions

This means you should be able to speak with a delegate in a reasonable, private manner if needed.

DISPUTE RESOLUTION

2025 EA Clause 36

If there's a dispute about something in this Agreement or your minimum legal entitlements, there is a set process to try and resolve it.

The first step is to try to fix the issue at the workplace level. This means you should raise it with your direct manager or supervisor and try to resolve it through discussion.

If it isn't resolved, the issue can be escalated to more senior management for further discussion.

If the issue still can't be resolved after these steps, either side can refer the matter to the Fair Work Commission (FWC) for private conciliation. This is a structured discussion in which an independent body helps both sides reach an agreement.

Your rights during a dispute

- You can have a representative (such as a union or delegate)
- The process is confidential
- The Fair Work Commission can help:
 - clarify the issue
 - guide discussions
 - suggest ways to resolve it
 - facilitate negotiations

If the dispute still isn't resolved after conciliation, the Fair Work Commission can only make a binding decision (arbitrate) if both sides agree.

While the dispute is ongoing

While the issue is being worked through:

- You must continue working as normal, unless there is a serious safety risk, and
- You must follow reasonable directions from the company, including working at another location, unless:
 - the work is unsafe
 - it breaches health and safety laws
 - it's not appropriate for you
 - or there is another reasonable reason to refuse

Comment - “not appropriate for you” could apply to work that doesn't suit your skills or interests, such as performing TL duties at a trainee TM.

10.

RESIGNATION, TERMINATION & REDUNDANCY

TERMINATION

2025 EA Clause 30

Grill'd may terminate your employment by giving you notice in writing, advising of the day of your termination. The time between giving you notice and your termination must be as outlined in Table 10.1.

Table 10.1 - Termination Notice Period

Time at Grill'd	Period (Part time)	Period (Full time)
Less than 1 year	1 week	2 weeks
More than 1 year	2 weeks	3 weeks
More than 3 years	3 weeks	4 weeks
More than 5 years	4 weeks	4 weeks

Additionally, if you are over the age of 45 and have worked at Grill'd for 2+ years, you are entitled to an additional weeks' notice.

Grill'd can, instead of giving you notice, pay you as if you had worked your normal shifts those weeks.

During the period between receiving notice and your termination, you must continue to perform work and abide by policies.

During your notice period, you are entitled to one day off work without loss of pay in order to look for a new job.

However, in the event of serious misconduct, Grill'd may dismiss you without notice or any other compensation.

For new employees, during the first 6 months (or more if you take leave), Grill'd or the worker may choose to terminate employment, with only a week's notice, rather than under Table 10.1.

RESIGNATION

2025 EA Clause 31

If you choose to resign from your job, you must provide notice in the same period as Table 10.1. Your resignation must be in writing and state your resignation date.

If you are 18 years or older, and do not provide notice, Grill'd can deduct one week's wages from your final payment.

ABANDONMENT

2025 EA Clause 32

If you miss two shifts back-to-back, without notifying or receiving permission from Grill'd, you will be considered to have abandoned your employment.

In that case Grill'd may terminate your employment. However, Grill'd must first attempt to contact you.

You will not be considered to have abandoned your employment if you tried to contact Grill'd but were unable to through no fault of your own.

REDUNDANCY

2025 EA Clause 34

Redundancy pay will be provided in accordance with the law.

If you receive a redundancy notice, you can end your employment during the notice period. You'll then be entitled to the benefits and payments you'd received if you'd stayed until the termination.

During your notice period, you are entitled to one day off work without loss of pay in order to look for a new job. If you've been given paid leave for more than a day during the notice period, Grill'd might ask for proof of attendance at interviews, or you won't be paid for the time off.

11.

TRAINEESHIPS

2025 EA Clause 12

Grill'd employs both trainees and non-trainees. A trainee is someone completing an accredited traineeship approved by the relevant State training authority.

Traineeships are:

- Always part-time, and
- Completed either on the job, or a mix of on-the-job and at home (you still get paid for training at home)

The training programs can change over time, but are designed by a registered training organisation and usually include nationally recognised qualifications such as:

- Certificate II in Hospitality or Retail (or equivalent)
- Certificate III in Hospitality or Retail (or equivalent)

Some employees who show leadership potential may also be offered the chance to complete a:

- Certificate IV (team leadership or management)

Pay and conditions

Trainees have the same conditions as other employees under this Agreement, but:

- They are paid at a lower rate while completing their traineeship, and

- Once they finish and the company receives confirmation from the State training authority, their pay moves to the standard rate

If you were already employed before becoming a trainee:

- Your minimum pay rate cannot be reduced because you started a traineeship

Completion bonus

When you complete your traineeship, you will receive a one-off \$400 bonus, as long as you are still employed at the time.

- This applies to your first traineeship only
- The payment is made in the first pay run of the next calendar month after the company receives your completion certificate

12.

MISCELLANEOUS

FLEXIBILITY TERM

2025 EA Clause 43

A flexibility term allows you and the company to agree to change how certain parts of the Agreement apply to you individually, as long as you are better off overall.

These arrangements are:

- Optional, both you and the company must agree, and
- In writing, and
- Able to be ended by either side with notice

They are usually used to adjust things like hours, overtime, or how certain entitlements apply to suit personal or business needs.

For Team Members and Team Leaders, these arrangements are very rare in practice and are not something most employees will encounter.

TRAINING

2025 EA Clause 11

Training is a required part of your job at Grill'd. You'll be expected to take part in the company's training program, which includes both on-the-job training and online learning.

The training is designed to:

- Help you build skills and complete required competencies
- Support your development and confidence at work
- Give you skills that are useful both at Grill'd and elsewhere

Training programs may change over time, and the company will provide ongoing support while you complete them.

Pay and cost

- All training is paid
- Training is done during working hours
- The company covers all costs; you don't pay anything

STAND DOWN

2025 EA Clause 33

Grill'd may stand you down for a day or part of a day, without pay, if you cannot be usefully employed because of:

- Industrial action (strikes)
- Breakdown of equipment or machinery, if Grill'd cannot reasonably be held responsible for the breakdown; or
- Stoppage of work for any cause for which Grill'd cannot reasonably be held responsible.

You may, by agreement with the Company, take annual leave during a period of stand down.

STATEMENT OF EMPLOYMENT

2025 EA Clause 41

Grill'd will, on request, provide you with a written statement specifying the period of your employment, the classification of and type of work you perform, and any training courses you have undertaken in respect to work.