



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Grill'd Pty Ltd
(AG2025/2554)

GRILL'D ENTERPRISE AGREEMENT 2025

Fast food industry

DEPUTY PRESIDENT MILLHOUSE
COMMISSIONER LEE
COMMISSIONER YILMAZ

MELBOURNE, 17 OCTOBER 2025

Application for approval of the Grill'd Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Grill'd Enterprise Agreement 2025* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by Grill'd Pty Ltd (Employer). The Agreement is a single enterprise agreement.

[2] The United Workers' Union (UWU) indicated in the F18 filed that they opposed the approval of the Agreement on a number of grounds such that the Commission could not be satisfied of a number of statutory requirements including that the Agreement was not genuinely agreed and that the Agreement did not pass the Better off Overall Test. The Shop, Distributive and Allied Employees Association (SDA) also opposed the approval of the Agreement and largely echoed the concerns raised by the UWU. Pursuant to ss 582 and 615 of the Act, the matter was referred to a Full Bench of the Commission. The Full Bench raised a number of concerns with the Employer as to pre-approval requirements and BOOT concerns.

[3] The Employer and the UWU filed materials in accordance with the directions, and a hearing was conducted before the Full Bench on Wednesday 27 August 2025. Subsequent to the hearing, the applicant provided a proposed undertaking providing for a reconciliation clause to operate and further undertakings prohibiting split shifts and seeking to amend wording in the workplace delegates rights clause.

[4] A conference was conducted before Commissioner Lee on Monday 13 October 2025. At that conference, the employer agreed to amend the proposed undertaking in a number of respects. Based on the amended undertaking, the UWU withdrew their objections to the approval of the Agreement and the SDA stated that they did not wish to be heard or express any views.

[5] As set out below, the Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. We are satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[6] Having regard to the extensive material put before the Full Bench and subject to the undertakings referred to above, we are satisfied that each requirement of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met. For the purposes of the better off overall test, we have had regard to each of the matters in s 193A(2)-(7).

[7] It is apparent that in clause 45.7 of the Agreement that the word “of” that appears immediately after the words “during working hours” should read “or”. The parties agree that this is an obvious error and capable of variation under s 218A of the Act. The Full Bench exercises its power pursuant to s 218A(2)(b) of the Act to correct this obvious error. Clause 45.7 will now read as follows: *A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.*

[8] The UWU and the SDA being bargaining representatives for the Agreement have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2) of the Act we note that the Agreement covers the organisations.

[9] The Employer has requested that if approved that the Agreement operate 28 days from the date of the approval decision to provide time to implement the new rostering system and associated terms. While we have sympathy for that submission, delayed implementation is not possible having regard to the provisions of s 54 of the Act.

[10] The Agreement is approved and, in accordance with s 54 of the Act will operate from 24 October 2025. The nominal expiry date of the Agreement is 17 October 2029.



DEPUTY PRESIDENT

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Annexure A

FWC Matter No.:

AG2025 / 2554

Applicant:

Grill'd Pty Ltd

Section 185 -Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Simon Crowe, for Grill'd Pty Ltd (**Grill'd**) give the following undertaking with respect to the *Grill'd Enterprise Agreement 2025 (the Agreement)*:

Reconciliation clause

1. The Company has included equivalency clauses into the Agreement (see clauses 14.5 and 29.3) which is intended to provide Non-Salaried Employees with a safeguard that over a four-week period, that they will be guaranteed a certain number of ordinary hours Monday to Friday at a higher base rate.
2. As a further protection for Non-Salaried Employees, the Company will ensure that the total remuneration that Non-Salaried Employees receive under this Agreement means that you are better off overall than if the *Fast Food Industry Award 2020 (the Award)* applied to you in place of this Agreement in accordance with the methodology set out in this clause. A reference to the Award in this clause is the *Fast Food Award 2020* as varied from time to time.
3. Every three months, the Company will complete a comparison of the remuneration received by each Non-Salaried Employee over the Relevant Period under the Agreement and the wages they would have otherwise been provided under the Award in respect of the same work. The Relevant Period will be each full financial quarter as follows: July-Sept; Oct-Dec; Jan-March; April-June (the Relevant Period). Any payment required to be made will be paid within 4 weeks of the Relevant Period. If an employee ceases to be employed prior to the end of the relevant period, the Company will complete a comparison for these employees in accordance with the Relevant Period above. For the avoidance of doubt any payment under this clause is not a payment of wages for the purposes of clause 21.3 of the Agreement.
4. The Non-Salaried Employee will be entitled to any shortfall in wages that would otherwise have been provided for under the Award in the Relevant Period, *plus* an additional amount equal to 1.5% of the total shortfall to be paid to the Non-Salaried Employee to compensate them for any loss suffered.

5. Payment of any shortfall will be made to the Non-Salaried Employee in the next pay period after the review is completed and will be subject to applicable tax.

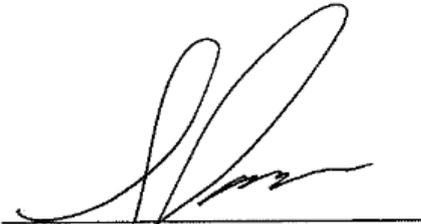
Split shift undertaking

Undertaking in relation to clause 26:

26.7 *The Company will not apply split shift arrangements.*

Workplace delegates' rights

The Commission proposes to exercise its power pursuant to S. 218A of the Act to replace the word "of" with "or" in clause 45.7 at it appears to be a minor and obvious error capable of correction.

A handwritten signature in black ink, consisting of several loops and a horizontal line, positioned above a solid horizontal line.

Signed on behalf of Grill'd Pty Ltd

Date:

14/10/25

GRILL'D ENTERPRISE AGREEMENT 2025

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

GRILL'D ENTERPRISE AGREEMENT 2025

1. Title

This Agreement is to be known as the Grill'd Enterprise Agreement 2025.

2. Arrangement

This Agreement is arranged as follows:	Page No
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3. Coverage of Agreement and Parties Bound

- 3.1 This Agreement is a single-enterprise agreement.
- 3.2 This Agreement applies to and covers:
- (1) Grill'd Pty Ltd (ACN 106 297 394) (herein after referred to as the **Company**); and
 - (2) Full time and part time Employees of the Company who are employed in the classifications listed in clause 17.
- 3.3 This Agreement does not apply to casual employees. For the avoidance of any doubt, the Company undertakes that it does not, and will not, employ casuals for the life of the Agreement.

4. Relationship to Awards and NES

- 4.1 This Agreement will operate to the exclusion of any award, order or industrial instrument that may otherwise apply to the Company and its Employees.
- 4.2 The terms and conditions of employment in this Agreement are intended to be exhaustive.
- 4.3 The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement, provided that where a term of this Agreement

provides a greater benefit than that appearing in the NES, the relevant term of this Agreement shall apply to all Employees.

5. Term of this Agreement

- 5.1 This Agreement shall operate 7 days after the Fair Work Commission approves this Agreement.
- 5.2 The Agreement will have a nominal term of four years after the day on which the Fair Work Commission approves the Agreement (**Nominal Expiry Date**).
- 5.3 The Agreement will continue past its Nominal Expiry Date until replaced or cancelled in accordance with the Act.
- 5.4 The Company agrees to commence discussions to renegotiate a new enterprise agreement to replace the Agreement within three months before the nominal expiry date, or earlier at Grill'd's discretion.

6. Definitions

- 6.1 In this Agreement:
- (1) **“Act”** means the *Fair Work Act 2009* (Cth) and includes any amendments to, or replacement of it;
 - (2) **“Adult”** means an employee who is 21 years of age or over;
 - (3) **“Agreement”** means the Grill'd Enterprise Agreement 2025;
 - (4) **“Company”** means Grill'd Pty Ltd (ACN 106 297 394);
 - (5) **“Employee”** means a full-time or Part-Time employee of the Company, employed in one of the classifications listed in clause 17;
 - (6) **“Excessive Leave Accrual”** means if an Employee has accrued more than 8 weeks' paid annual leave;
 - (7) **“NES”** means the National Employment Standards as contained in sections 59 to 131 of the Act;
 - (8) **“Non-Salaried Employee”** means an Employee who is employed as a Team Member and who receives an hourly rate of pay for each hour worked. A Non-Salaried Employee is also eligible to receive payment for overtime worked in accordance with clause 15;
 - (9) **“Parties”** means the Company as defined in this clause and Employees as defined in this clause and clause 3;
 - (10) **“Part-Time”** means an employee who is engaged as and has agreed to be employed on a part-time basis and will be engaged to work a minimum of 3 hours per week;

- (11) **“Salaried Employee”** means an Employee who is employed as an Assistant Business Manager or Business Manager and receives an annual salary in satisfaction of all hours worked. A Salaried Employee does not receive any additional payment for overtime worked in accordance with clause 15;
- (12) **“School Leaver”** is an Employee in the calendar year in which they leave school, and also for the first full calendar year after they have left school;
- (13) **“Trainee”** is an employee who is completing an accredited traineeship in accordance with clause 12;
- (14) **“Us”** and **“We”** means the Company as defined in this clause; and
- (15) **“You”** and **“you”** means an Employee of the Company as defined in this clause.

7. Purpose

7.1 The purpose of this Agreement is to:

- (1) Establish competitive minimum terms and conditions of employment for Employees;
- (2) Provide opportunities to undertake high quality training to enhance and develop your customer service and leadership skills for the benefit of both parties;
- (3) Meet and exceed customers' needs by delivering the highest quality product whilst always striving to deliver an exceptional customer experience.
- (4) Maintain the Company culture of being friendly, fun, engaging and approachable;
- (5) Maintain a healthy environment and a safe system of work; and
- (6) Streamline payroll and administrative systems.

8. Consultation and Communication

8.1 The Company is committed to regular communication with you. This is achieved through:

- (1) Regular newsletters, store notice boards and on the job communication from management; and
- (2) Regular team meetings which will be held and contact with operations who spread their time across a small number of stores.

9. Making the Company the Place you Want to Work

9.1 The Company aims to provide its Employees with a great place to work. The Company will continually try to do more in an effort to ensure that this is a place you want to work.

9.2 This includes:

- (1) Having open and honest communication between the team and all levels of management;
- (2) Respecting the needs of individuals and treating the team respectfully;
- (3) Providing a disciplined, motivating and fun environment in which to work;
- (4) Opportunities for friends of high performing team members to join the team; and
- (5) Developing work and life skills of team members, including training all staff in Company operations.

10. Obligations of Employees

10.1 You are required:

- (1) To 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 use your best endeavours to protect and promote the Company's business interests and reputation;
- (4) To use your best abilities and knowledge to perform the duties assigned to you from time to time;
- (5) To abide by all reasonable and lawful instructions from the Company;
- (6) To focus on cleanliness as part of the day to day operations;
- (7) To at all times display a thorough and professional manner and enhance the Company's goodwill and relationship 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 a team;
- (11) To maintain a neat and professional appearance; and
- (12) Not to misuse the Company's confidential information.

11. Training

- ### **11.1** It is an important part of your employment to undertake all aspects of the Company's training program. Training involves, but is not limited to:

- (1) Workplace based training, where training and assessment are undertaken partly in the workplace environment and partly online, for the purpose of achieving the required competencies of the approved training program;
 - (2) The achievement of specific competencies– thereby enhancing your future career success;
 - (3) A variety of flexible and customised training and development opportunities that will benefit your future during your time at the Company as well as build your confidence and enable you to apply skills in different situations at the Company and beyond; and
 - (4) The completion of enhanced training programs, with continuous support from the Company.
- 11.2 The Company will meet the cost of all training. There is no cost to you to complete the training.
- 11.3 All time allocated by your manager to training is paid and is conducted during working time.

12. Accredited Traineeships

- 12.1 The Company employs a combination of trainee and non-trainee Employees.
- 12.2 Employees may be eligible for employment pursuant to an accredited traineeship, which is a scheme approved by the relevant State training authority. For the purposes of this clause 12, Employees undertaking an accredited traineeship are "Trainees".
- 12.3 All traineeships will be on a part-time basis in accordance with the relevant State based legislation. All training will also be completed solely on-the-job, or partly on-the-job and partly off-the-job.
- 12.4 Training programs will vary from time to time to meet business needs and Australian Standards. New elements may be introduced if required. The current structured training program conducted by the Company has been designed by a registered training organisation and includes the following modules based on relevant nationally recognised courses:
- (1) Certificate II in Hospitality or Retail (or equivalent); and /or;
 - (2) Certificate III in Hospitality or Retail (or equivalent)
- 12.5 It is anticipated that Trainees will complete their accredited traineeship in a reasonable timeframe in accordance with the relevant legislation.
- 12.6 Employees who demonstrate a desire and aptitude in management and/or leadership and wish to advance their formal qualifications in team leadership may be offered the opportunity to complete a Certificate IV.
- 12.7 Trainees are entitled to the same terms and conditions of employment under this Agreement as Employees who are not Trainees. They will, however, receive a different rate of pay as detailed in clause 18, 19, 20 and 29 until such time that the relevant State

training authority confirms their successful completion of their traineeship and provides a copy of their certificate of completion to the Company.

- 12.8 Trainees will receive a one-off bonus payment of \$400 upon completing the Certificate II or Certificate III Hospitality or Retail traineeship (or equivalent) provided that they are a current Employee at the time. For the avoidance of doubt the \$400 one-off bonus payment will only be paid upon the completion of your first traineeship qualification. This payment will be made at the first pay run of the calendar month after the Company has confirmation that the training has been successfully completed and a certificate of completion has been formally provided by the relevant State training authority to the Company.
- 12.9 A non-trainee Employee that is employed by the Company immediately before becoming a Trainee with the Company will not suffer a reduction in their minimum rate of pay because of becoming a Trainee.

13. Types of Employment

- 13.1 At the time of engagement, the Company will inform you of your date of commencement, employment classification and rate of pay.
- 13.2 All Employees covered by this Agreement will be employed on a full-time or Part-Time basis as follows:

Full-time employment

- 13.3 Full-time Non-Salaried Employees:

- (1) Full-time Non-Salaried Employees are required to work 38 hours per week, averaged over each four-week period;
- (2) You will be paid the relevant wage rate for each hour worked; and
- (3) You will receive overtime in accordance with clause 15.

- 13.4 Full-time Salaried Employees:

- (1) Full-time Salaried Employees are required to work 38 hours per week, averaged over each four-week period, plus reasonable additional hours; and
- (2) Your salary is in full satisfaction of all hours worked by you and you shall not be entitled to overtime.

Part-Time employment

- 13.5 Part-Time Non-Salaried Employees:

- (1) Part-Time Non-Salaried Employees are required to work less than 38 hours per week, averaged over each four-week period. A Part-Time Non-Salaried Employee shall have reasonably predictable hours.
- (2) Where a Part-Time Non-Salaried Employees is rostered to work, they will be engaged for a minimum of 3 continuous hours per shift.

- (3) At the time of engaging a Part-Time Employee, the Company and the Employee will agree in writing (which can be electronically) on a single base rostered shift to be worked within the Employee's chosen availability under clause 14.3, which together with their rostered hours of work constitute the Employee's ordinary hours. Any agreed variation to the base rostered shift must be recorded in writing (including electronically).
- (4) Part-Time Non-Salaried Employees will be entitled to the same terms and conditions of employment as provided to full-time Non-Salaried Employees on a pro rata basis, according to the number of hours worked.
- (5) Additional ordinary hours of work may be offered to Part-Time Non-Salaried Employees on a voluntary basis, as long as the additional hours are included in the annual calculation of the Employee's annual leave, personal leave and long service leave.
- (6) You will receive overtime in accordance with clause 15.

13.6 Part-Time Salaried Employees:

- (1) Part-Time Salaried Employees are required to work less than 38 hours per week, averaged over each four-week period. A Part-Time Salaried Employee shall have reasonably predictable hours.
- (2) Where a Part-Time Salaried Employees is rostered to work, they will be engaged for a minimum of 3 continuous hours per shift.
- (3) At the time of engaging a Part-Time Employee, the Company and the Employee will agree in writing (which can be electronically) on a single base rostered shift to be worked within the Employee's chosen availability under clause 14.3, which together with their rostered hours of work constitute the Employee's ordinary hours. Any agreed variation to the base rostered shift must be recorded in writing (including electronically).
- (4) Part-Time Salaried Employees will receive an annual salary as specified in subclauses 18.7 to 18.10 on a pro rata basis in full satisfaction of all hours worked and as such shall not be entitled to overtime.
- (5) Part-Time Salaried Employees will be entitled to the same terms and conditions of employment as provided to full-time Salaried Employees on a pro rata basis, according to the number of hours worked.

14. Hours of Work

14.1 The spread of opening hours during which you may be rostered to work is as follows:

- (1) Monday to Friday - between 6:00 am and midnight; and
- (2) Saturday to Sunday – between 6:00 am and midnight.

14.2 An Employee cannot be required to work more than 11 hours in a day.

14.3 To ensure continued flexibility for Employees with regard to their rosters, Non-Salaried Employees are able to enter their default availability onto the Company's electronic rostering system. A Non-Salaried Employee's default availability (as chosen by them) will form the basis of their rostered shifts, unless that availability is changed by the Non-Salaried Employee on the electronic rostering system based on their study or other commitments. Any such proposed change must be made at least a week in advance of a roster coming into effect and requires the approval of their manager.

14.4 To ensure a fair and reasonable roster, Team Members will:

- (1) Not be required to work more than one five-hour penalty shift per week (including late night or weekend shift); and
- (2) Not be required to work more than two Sunday shifts per month.

The only exception to this will be if a Non-Salaried Employee requests to work an alternative arrangement to accommodate their schooling or other personal commitments.

14.5 For every hour worked:

- (1) By a Team Member on a Saturday or a Sunday, the Team Member will be required to work at least an equivalent number of hours on a weekday over a four-week period.
- (2) By a Team Leader on a Saturday or a Sunday, the Team Leader will be required to work at least 0.5 hours on a weekday over a four-week period.

Except that, these hours will not be worked on a day that is a public holiday.

- (3) Where a Team Member works on a Saturday or a Sunday and the Team Member works 60 minutes after their rostered shift on the Saturday or Sunday, they will be required to work on a weekday at least one (1) hour more than their total number of weekend hours, over a four-week period.

Note 1: For the purposes of clause 14.5, the number of hours to be worked on a weekday by a Team Member and Team Leader for each hour worked on a Saturday or Sunday will not include 60 minutes after a rostered shift on the weekday.

Note 2: For the avoidance of doubt, if an employee is unable to work their shift for whatever reason, the employee will be granted leave in accordance with the Act.

14.6 Subject to clause 15, Non-Salaried Part-Time Employees will receive overtime for all time worked in excess of their rostered hours.

14.7 In setting the roster, the Company will consider any study or personal commitments you have, with the outlet's operational needs, and the availability and capability of other staff.

14.8 The Company will not provide payment of any additional penalty rates or allowances other than those contained in this Agreement. Your hourly rate and other benefits contained in this Agreement have been specifically set at a level that incorporates your basic minimum rate of pay (including any federal minimum rate of pay) and an additional amount to compensate you for any penalty hours you may be required to work.

15. Overtime

- 15.1 This clause only applies to Non-Salaried Employees.
- 15.2 As a general rule, due to the nature of rostered shifts, the Company does not regularly require Team Members to perform any overtime work.
- 15.3 On occasion, however, a Team Member may be asked to work reasonable overtime at overtime rates.
- 15.4 Overtime under this clause will be non-ordinary work hours. For the avoidance of doubt, overtime hours will not include work performed up to a maximum of 60 minutes after your rostered shift.
- 15.5 Where overtime work is authorised by a manager, a Team Member will be paid at time and a half for the first two hours, and double time thereafter, except on Sunday which will be paid at the rate of double time.
- 15.6 In calculating overtime rates for overtime work on Monday to Saturday, overtime worked on each day stands alone.

16. Probationary Period (For New Employees Only)

- 16.1 During the first six months of an Employee's employment, the Employee will be on probation. The purpose of this probationary period is to provide a means to mutually assess an Employee's suitability for the position.
- 16.2 During the probationary period the notice provisions under clause 30.1 do not apply and either party may terminate an Employee's employment in writing on one weeks' notice. The Company may opt to make a payment to an Employee in lieu of notice.
- 16.3 The length of any period(s) of leave or absence taken during an Employee's probationary period will be added to the length of the Employee's probation period.
- 16.4 A new Employee's employment is also subject to the Minimum Employment Period, as defined by the Act.

17. Classification Structure

- 17.1 There are three Employee classifications within the Company that are covered by this Agreement.
 - (1) A **Team Member** is an Employee principally engaged in one or more of the following activities:
 - (a) shop assistant, taking orders and manning the register;
 - (b) cooking and preparing meals, snacks or beverages for sale; and

- (c) serving and delivering meals, snacks or beverages, which are packaged, sold or served in a manner as to allow their being taken from the point of sale to be consumed elsewhere should the customer so decide.

For the sake of clarity, the Company may elect to recognise the seniority and/or experience of a Team Member by appointing a Team Member as a **Team Leader**. Any references in this Agreement to a Team Member also include a Team Leader unless otherwise specified.

- (2) An **Assistant Business Manager** is an Employee who has the major responsibility on a day to day basis for supervising Team Members and/or training new Employees.
- (3) A **Business Manager** is an Employee appointed by the Company to be in charge of the food outlet.

17.2 Employees in category (1) will receive an hourly rate of pay.

17.3 Employees in categories (2) and (3) will receive an annualised salary in their capacity as Salaried Employees.

18. Wage Rates

Wage rates for full-time and Part-Time Team Members

18.1 The hourly wage rates for Employees who are employed in the position of a full-time or Part-Time Team Member and who are not employed under a traineeship are:

Age	Full time and Part Time Classification
	Team Member
Adult	\$30.15 per hour
20 years of age	\$27.14 per hour
19 years of age	\$24.12 per hour
18 years of age	\$21.11 per hour
17 years of age	\$18.11 per hour
16 years and under	\$15.11 per hour

Wage rates for Part-Time Team Members who are under an accredited traineeship

18.2 The hourly wage rates for Trainee Employees who are employed in the position of Part-Time Team Members under an accredited traineeship for *Certificates II and III* are:

Age	Certificate II and III Trainee Classifications
	Highest year of schooling completed
	Year 12
	Team Member
School leaver	\$17.60 per hour
Plus 1 year out of school	\$18.76 per hour
Plus 2 years out of school	\$21.84 per hour
Plus 3 years or more out of school	\$25.01 per hour

18.3 Where the Trainee School Leaver's highest year of schooling is less than Year 12 (i.e. Year 10 or Year 11), they will be entitled to receive the same rate of pay as an Employee who had completed Year 12 (subject to clause 18.4).

18.4 The hourly wage rates for Trainee Employees who are at school and are employed in the position of Part-Time Team Members under an *accredited traineeship* are:

Year at school	
Year 11 or lower (per hour)	Year 12 (per hour)
\$13.46 per hour	\$15.01 per hour

18.5 **Team Leaders** (whether or not you are completing an accredited traineeship) will receive an additional \$1.50 an hour on top of the Team Member rates for their age bracket, for each hour worked.

18.6 The wage rates in clauses 18.1, to 18.5 are inclusive of all loadings including but not limited to annual leave loading, penalty rates, late night loadings, allowances and public holiday loadings, which may be provided, in any relevant award, other than those expressly provided for in this Agreement.

Wage rates for Assistant Business Manager

18.7 The minimum starting salary for a full time Assistant Business Manager shall be **\$63,450 per annum**, plus superannuation.

18.8 This amount is inclusive of all loadings, (including annual leave loading), penalty rates, late night loadings, allowances, public holiday loadings and overtime which may be provided in any award other than those expressly provided for in this Agreement.

Wage rates for Business Manager

- 18.9 The minimum starting salary for a full time Business Manager shall be **\$65,210 per annum**, plus superannuation.
- 18.10 The annualised salaries set out in clauses 18.7 to 18.9 above are inclusive of all loadings, including but not limited to annual leave loading, penalty rates, late night loadings, allowances, public holiday loadings and overtime which may be provided in any award, other than those expressly provided for in this Agreement.
- 18.11 The Company will complete a reconciliation of a Salaried Employees' annualised salary on an annual basis as compared to the *Fast Food Industry Award 2020*. Where that reconciliation reveals a shortfall in the Salaried Employee's annualised salary, then the Salaried Employee will be paid:
- (1) The difference between the actual amount paid in accordance with the Agreement and what they would have been entitled to under the *Fast Food Industry Award 2020* for the same work; and
 - (2) An additional amount equivalent to 10% interest on the shortfall amount to compensate the Salaried Employee for the loss.

No reduction of wages

- 18.12 No existing Employee who was employed by the Company prior to the coming into force of this Agreement, and who was in receipt of hourly wage rates superior to the rates set out in clause 18 in this Agreement shall have their hourly wage rate reduced merely through the coming into force of this Agreement. For the avoidance of doubt, this guarantee does not extend to other terms and conditions that may have varied as a result of this Agreement coming into force.

19. Penalty Rates (Late Nights)

Non-Salaried Team Members

- 19.1 The following hourly wage rates will apply for Non-Salaried Employees in the position of full-time or Part-Time Team Member for late night work Monday to Sunday for work between 10:00 pm and 6:00 am.

Full-time and Part-Time Classification		
Age	Hourly wage rate for late night work between 10:00 pm and midnight	Hourly wage rate for late night work between midnight and 6:00 am
Adult	\$33.16 per hour	\$34.03 per hour
20	\$29.85 per hour	\$30.63 per hour
19	\$26.53 per hour	\$27.22 per hour
18	\$23.23 per hour	\$23.83 per hour

17	\$19.92 per hour	\$20.42 per hour
16 and under	\$16.62 per hour	\$17.02 per hour

Non-Salaried Trainee Team Members under an accredited traineeship for Certificates II and III

- 19.2 The following hourly wage rates will apply for Non-Salaried Trainee Employees in the position of full-time or Part-Time Team Member for late night work Monday to Sunday for work between 10:00 pm and 6:00 am.

Certificate II and III Trainee Classification		
Highest year of schooling completed is Year 12		
Experience Level of Trainee	Hourly wage rate for late night work between 10:00 pm and midnight	Hourly wage rate for late night work between midnight and 6:00 am
School Leaver	\$19.35 per hour	\$19.35 per hour
Plus 1 year out of school	\$20.64 per hour	\$21.25 per hour
Plus 2 years out of school	\$24.02 per hour	\$24.74 per hour
Plus 3 years or more out of school	\$27.51 per hour	\$28.33 per hour

- 19.3 Where the Trainee School Leaver's highest year of schooling is less than Year 12 (i.e. Year 10 or Year 11), they will be entitled to receive the same rate of pay as an Employee who had completed Year 12 (subject to clause 19.4).

Non-Salaried School-based Trainee Team Members

- 19.4 The following hourly wage rates will apply for Non-Salaried school-based Trainee Employees in the position of a full-time or Part-Time Team Member for late night work, Monday to Sunday between 10:00 pm and 6:00 am.

Year at School	Hourly wage rate
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	Hourly wage rate for late night work between 10:00 pm and midnight	Hourly wage rate for late night work between midnight and 6:00 am
Year 11 or lower	\$14.80 per hour	\$14.80 per hour
Year 12	\$16.51 per hour	\$16.51 per hour

19.5 For the avoidance of doubt, the hourly wage rates in 19.1 to 19.4 are not payable for any work performed before 10:00 pm or from 6:00 am.

19.6 For the avoidance of doubt, where time worked is required to be paid at more than the hourly wage rate contained in clause 18, such time does not attract more than one penalty or loading under this Agreement, but will only be subjected to a single loaded hourly wage rate of pay which is to the Non-Salaried Employee's greatest advantage.

20. Penalty Rates (Weekends)

Non-Salaried Team Members

20.1 The following hourly wage rates will apply for Non-Salaried Employees in the position of a full-time or Part-Time Team Member for work on a Saturday and Sunday only:

Full-time and Part-Time Classification	
Age	Hourly wage rate
Adult	\$31.18 per hour
20	\$28.07 per hour
19	\$24.94 per hour
18	\$21.84 per hour
17	\$18.73 per hour
16 and under	\$15.63 per hour

Non-Salaried Trainee Team Members under an accredited traineeship for Certificates II and III

20.2 The following hourly wage rates will apply for Non-Salaried Trainee Employees in the position of a full-time or Part-Time Team Member for work on a Saturday and Sunday only:

Certificate II and III Trainee Classification

Highest year of schooling completed is Year 12	
Experience Level of Trainee	Hourly wage rate
School Leaver	\$18.32 per hour
Plus 1 year out of school	\$19.54 per hour
Plus 2 years out of school	\$22.74 per hour
Plus 3 years or more out of school	\$26.04 per hour

Non-Salaried School-based Trainee Team Members

- 20.3 The following hourly wage rates will apply for Non-Salaried school-based Trainee Employees in the position of a full-time or Part-Time Team Member for work on a Saturday and Sunday only:

Year at School	Hourly wage rate
Year 11 or lower	\$14.01 per hour
Year 12	\$15.63 per hour

- 20.4 For the avoidance of doubt, where time worked is required to be paid at more than the hourly wage rate contained in clause 18, such time does not attract more than one penalty or loading under this Agreement, but will only be subjected to a single loaded hourly wage rate of pay which is to the Non-Salaried Employee's greatest advantage.

21. Payment of Wages

- 21.1 Wages are currently paid weekly in arrears. Should a change be made to move to fortnightly payments, the Company will provide you with no less than 4 weeks' notice of this proposed change.
- 21.2 Payment will be made by Electronic Funds Transfer into a bank account nominated by you.
- 21.3 The Company will pay an Employee no later than 7 days after the day on which the employment terminates.

22. Additional Benefits for Employees

- 22.1 As a valued Employee, you will be entitled to receive one ½ priced item every day in store in which you primarily work, whether or not you are working that day.
- 22.2 Alcohol is not available as a discounted item under clause 22.1.

23. Wage Increases

- 23.1 During the life of this Agreement, the Company will ensure that your hourly rate of pay as set out in clause 18, does not fall below the base rate of pay that would be payable to you under an otherwise applicable modern award.
- 23.2 The Company may at its discretion, increase its hourly rates of pay as set out in clause 18 annually on the anniversary of the operative date of the Agreement. The amount of the increase will be determined by the Company, taking into consideration (without limitation) CPI, market conditions, economic forces, the Company's profitability and the achievement of company objectives.
- 23.3 In addition to clause 23.2 above, for the nominal life of the Agreement, the Company will increase your hourly rate of pay as set out in clauses 18, 19, 20 and 29 by at least 1% on the first full pay period in July each year, commencing in July 2026.

24. Superannuation

- 24.1 The Company will make superannuation contributions in accordance with the minimum rate prescribed by the Federal Government as indexed from time to time, into a complying superannuation fund.
- 24.2 Unless to comply with superannuation legislation, the Company is required to make superannuation contributions to another superannuation fund, superannuation contributions will be paid into the Retail Employees Superannuation Trust (**REST**).
- 24.3 The Company may change the default superannuation fund to an alternate fund which has been granted MySuper authorisation by providing you with no less than two months' notice.

25. Location of Work

- 25.1 You may be required, at the Company's discretion, to carry out your duties or responsibilities under this Agreement, either permanently or temporarily at other locations where the Company conducts business.
- 25.2 We will consult with you before implementing a change of location and will endeavour to take your personal circumstances into account.
- 25.3 Where a Non-Salaried Employee is required by the Company to work on any day at a place other than their usual place of work, the Company will:
- (1) Pay them for any extra time reasonably spent travelling to and from work in excess of their normal travel times, as calculated under paragraph 25.4(1) at the rates set out in 25.5(1); and
 - (2) Reimburse them for any fares reasonably incurred in excess of those normally incurred travelling to and from their residence and their usual place of work.
- 25.4 The Company must pay the amounts for the extra time the Non-Salaried Employee spent travelling as follows:

- (1) Both ways between their residence and the other place of work; or
- (2) If the Company provides transport from a pick-up point, both ways between their residence and the pick-up point.

25.5 The Company must pay the Non-Salaried Employee for the travelling time calculated under paragraph 25.4(1) as follows:

- (1) On Monday to Saturday, at their applicable hourly wage rate as set out in clause 18 and on Sunday or a public holiday at 150% of their applicable hourly wage rate as set out in clause 18.

25.6 The Company will reimburse a Non-Salaried Employee's travel costs as calculated below if all of the following apply:

- (1) They start or finish work on any day after 10:00 pm or before 7:00 am; and
- (2) Their regular means of transport is not available; and
- (3) They are unable to arrange their own alternative transport; and
- (4) The Company does not provide or arrange transport for them, at no cost to the Non-Salaried Employee.

The Company must reimburse the Non-Salaried Employee, as applicable for any cost they reasonably incur in taking a commercial passenger vehicle from their usual place of residence to their place of work or from their place of work to their usual place of residence.

Nothing prevents a Non-Salaried Employee from choosing to provide their own transport.

25.7 Where a Non-Salaried Employee is directed by the Company to move temporarily from one restaurant to another for a period not exceeding three weeks, additional reasonable transport costs so incurred will be reimbursed by the Company.

26. Meal Breaks and Rest Pause

26.1 Breaks will be provided as follows:

Hours worked	Rest break	Meal break
Less than 4 hours	No rest break	No meal break
4 hours but less than 5 hours	One 10 minute rest break	No meal break
5 hours but less than 9 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes

9 hours or more	One or two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours, two rest breaks will be given unless a second meal break is provided.	One or two meal breaks of at least 30 minutes but not more than 60 minutes.
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- 26.2 Rest breaks are paid breaks and meal breaks are unpaid breaks.
- 26.3 You will not be required to work more than five hours without a meal break.
- 26.4 You will not be required to take a rest break or meal break within one hour of commencing or ceasing work.
- 26.5 When completing a rostered shift, the Company will not require you to commence work on a new shift the following day without a minimum 10 hour break.
- 26.6 The Company will not require you to:
 - (1) Take a rest break or meal break within the first or last hour of work; or
 - (2) Take a rest break combined with a meal break; or
 - (3) Work more than 5 hours without taking a meal break.

27. Provision of a Free Meal

- 27.1 The Company, at its discretion, must either supply the Employee a free item of their choice from the Company menu, up to the value of \$18.00 (**Free Item**), or where a request is made by an Employee, consider paying an Employee a meal allowance of \$18.00 gross (the **\$18 Gross Payment**) where they:
 - (1) work five hours or more on any one day; or
 - (2) perform more than one hour of overtime as set out in clause 15,
 whichever happens first in time.

An Employee will not receive the Free Item or the \$18.00 Gross Payment more than once per day, unless they perform more than four hours of overtime on that day.

If the Company elects, in its discretion, to provide the Free Item, but the Employee refuses it, there shall be no entitlement in the Employee to be paid the \$18.00 Gross Payment.
- 27.2 The Free Item cannot include alcohol.

28. Leave

- 28.1 You are required to apply for the relevant leave type via the Company's systems and processes.
- 28.2 You are entitled to annual leave, personal (sick) / carer's leave, compassionate leave, community service leave (including jury duty), long service leave, parental leave, family and domestic violence leave, and public holidays in accordance with the NES as contained in the Act.
- 28.3 While on leave, you must not engage in any conduct that is inconsistent with this Agreement or your obligations to the Company.
- 28.4 When taking personal (sick) / carer's leave or compassionate leave, you must provide your manager with notice of the taking of leave as soon as practicable (which may be a time after the leave has started). You must also advise of the period or expected period of the leave.
- 28.5 When taking personal (sick) / carer's leave or compassionate leave, you must provide evidence that would satisfy a reasonable person of the need for the leave requested.
- 28.6 You must provide the Company with a medical certificate from a registered medical practitioner, or other evidence that would satisfy a reasonable person, for any leave that is claimed as personal (sick) / carer's leave of the following nature:
- (1) Two or more consecutive days of absence;
 - (2) Absences immediately before or after a weekend or public holiday;
 - (3) Absences for a single-day in consecutive weeks; or
 - (4) Absences in a systematic pattern over several weeks or months.
- 28.7 During a shut down (including a partial shut down) directed by the Company, you may be required to take any or all of your accrued annual leave during the period of the shut down on reasonable notice.
- Annual leave in advance***
- 28.8 The Company and you may agree in writing to you taking a period of paid annual leave before you have accrued an entitlement to the leave.
- 28.9 The agreement must state the amount of leave to be taken in advance, the date on when the leave is to commence and be signed by you and the Company. If you are under 18 years of age, the agreement will need to be signed by a parent or guardian.
- 28.10 The Company will keep a copy of any agreement.
- 28.11 If, on termination of your employment, you have not accrued an entitlement to all of a period of paid annual leave already taken in accordance with clause 28.8, the Company may deduct from any money due to you on termination an amount equal to the amount that was paid to you in respect of any part of the period of annual leave taken in advance which an entitlement has not accrued.

Cashing out of annual leave

- 28.12 The Company and you may agree in writing to the cashing out of a particular amount of accrued paid annual leave provided that the agreement states the amount of leave to be cashed out, the payment that will be made to you and the date on which payment for that leave will be made.
- 28.13 The agreement to cash out leave must be signed by you and the Company, and if you are under 18 years of age, by your parent or guardian.
- 28.14 Any payment made of your annual leave will not be less than the amount that would have been payable to you had you taken the leave at the time that payment is made.
- 28.15 Any agreement to cash out leave must not result in you remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 28.16 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 28.17 The Company will keep a copy of any agreement with respect to cashing out of annual leave.

Excessive leave accruals – direction by the Company

- 28.18 If You have an Excessive Leave Accrual either the Company or you may seek to confer with the other and genuinely try and reach agreement on how to reduce or eliminate the excessive leave accrual.
- 28.19 If the Company has genuinely tried to reach agreement with you but agreement is not reached (including because you refuse to confer), the Company may direct you in writing to take one or more periods of annual leave.
- 28.20 However, a direction by the Company:
- (1) Is of no effect if it would result at any time with your remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
 - (2) Must not require you to taken any period of annual leave of less than one week; and
 - (3) Must not require you to take a period of annual leave beginning less than 8 weeks or more than 12 months, after the direction is given; and
 - (4) Must not be inconsistent with any leave arrangement agreed by the Company and you.
- 28.21 You must take paid annual leave in accordance with a direction under clause 28.19 that is in effect.

Excessive leave accruals – request by you for leave

28.22 If you have genuinely tried to reach agreement with the Company to take leave but agreement is not reached (including because the Company refuses to confer), you may give a written notice to the Company requesting to take one or more periods of paid annual leave.

28.23 However, you may only give a notice to the Company under clause 28.22 if:

- (1) You have had an Excessive Leave Accrual for more than 6 months at the time of giving the notice; and
- (2) You have not been given a direction that when, any other paid annual leave arrangements are taken into account, would eliminate your Excessive Leave Accrual.

28.24 A notice given by you under clause 28.22 must not:

- (1) If granted, result in your remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
- (2) Provide for you to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (3) Be inconsistent with any leave arrangement agreed by the Company and you.

28.25 You are not entitled to request by a notice under clause 28.22 more than 4 weeks' paid annual leave in any period of 12 months.

28.26 The Company must grant paid leave requested by a notice under clause 28.22.

29. Public Holidays

Division of public holiday shifts

29.1 You agree that on occasion you may be required to work on public holidays, as the Company requires. An Employee has a right to refuse to work on a public holiday if the request to work is not reasonable, or the refusal is reasonable.

29.2 In an effort to ensure that work on public holidays is fairly distributed amongst Non-Salaried Employees and to limit the number of public holidays on which they may be requested to work, the Company will not require Non-Salaried Employees to work more than a maximum of three public holidays per year.

29.3 For every hour worked:

- (1) By a Team Member on a public holiday, the Team Member will be required to work at least 5 hours on a weekday over a four-week period.
- (2) For every hour worked by a Team Leader on a public holiday, the Team Leader will be required to work at least 3 hours on a weekday over a four-week period.

Note: For the avoidance of doubt, if an employee is unable to work their shift for whatever reason, the employee will be granted leave in accordance with the Act.

Higher rate of pay for work on public holidays

Non-Salaried Team Members

29.4 The following hourly wage rates will apply for Non-Salaried Employees that work on a particular public holiday.

Full-time and Part-Time Classification	
Age	Hourly wage rate
Adult	\$46.26 per hour
20	\$41.64 per hour
19	\$37.01 per hour
18	\$32.40 per hour
17	\$27.79 per hour
16 and under	\$23.18 per hour

Non-Salaried Trainee Team Members under an accredited traineeship for Certificates II and III

29.5 The following hourly wage rates will apply for Non-Salaried Trainee Employees that work on a particular public holiday.

Certificate II and III Trainee Classification	
Highest year of schooling completed is Year 12	
Experience Level of Trainee	Hourly wage rate
School Leaver	\$27.12 per hour
Plus 1 year out of school	\$28.93 per hour
Plus 2 years out of school	\$33.65 per hour
Plus 3 years or more out of school	\$38.54 per hour

- 29.6 Where the Trainee School Leaver's highest year of schooling is less than Year 12 (i.e. Year 10 or Year 11), they will be entitled to receive the same rate of pay as an Employee who had completed Year 12 (subject to clause 29.7).

Non-Salaried School-based Trainee Team Members

- 29.7 The following hourly wage rates will apply for Non-Salaried school-based Trainee Employees if you work on a particular public holiday.

Year at School	Hourly wage rate
Year 11 or lower	\$20.74 per hour
Year 12	\$23.13 per hour

- 29.8 For the avoidance of doubt, where time worked is required to be paid at more than the hourly wage rate contained in clause 18, such time does not attract more than one penalty or loading under this Agreement, but will only be subjected to a single loaded hourly wage rate of pay which is to the Non-Salaried Employee's greatest advantage.

Days on which the Company will not trade

- 29.9 The Company does not trade on Christmas Day and may elect to close on other public holidays.

Substituted days

- 29.10 The Company and a Non-Salaried Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES. If a Non-Salaried Employee works on either the public holiday or the substitute day public holiday, the rates in clause 29 will apply. If both days are worked, the rates in clause 29 will only be paid on one day.

30. Termination – Notice

- 30.1 You or we may terminate your employment by giving notice in writing of the day of termination. The time between giving the notice and the day of termination must be:

Period of continuous employment	Period of notice for Non-Salaried Employees	Period of notice for Salaried Employees
Not more than 1 year	1 week	2 weeks
More than 1 year but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks

More than 5 years	4 weeks	4 weeks
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- 30.2 In addition to clause 30.1, if you are over 45 years of age at the time of being given notice, with not less than two years continuous service, then you shall be entitled to an additional week's notice.
- 30.3 The Company may elect to provide payment in lieu of notice or provide a combination of notice and payment in lieu.
- 30.4 During a notice period you must continue to perform work in accordance with this Agreement and at all times ensure that you behave professionally and in the best interests of the Company.
- 30.5 During the period of notice of termination given by the Company, you will be entitled to up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times at agreed times.
- 30.6 In the event of serious misconduct, the Company may dismiss you immediately and without any obligation to provide notice, pay in lieu of notice or any other compensation whatsoever.
- 30.7 **"Serious misconduct"** includes but is not limited to:
- (1) If you commit a serious breach of any term of this Agreement, including refusing to comply with any reasonable direction given or made at the direction or consent of the Company;
 - (2) If you are found guilty of wilful neglect in your duties;
 - (3) If you are charged with a criminal offence or are responsible for conduct which in the Company's reasonable opinion, brings or is likely to bring the Company or yourself into serious disrepute;
 - (4) If you commit an act of dishonesty or fraud; or
 - (5) If you come to work, or during working hours are, under the influence of either drugs or alcohol.

31. Resignation

- 31.1 The notice of termination required to be given by you, should you resign from your employment, shall be the same as that required of the Company in clause 30.1.
- 31.2 If you are at least 18 years old and you fail to give notice to the Company in accordance with clause 30.1, the Company shall have the right to deduct from wages due to you an amount equivalent to one week's wages. Any deduction made must not be unreasonable in the circumstances. However, if the Company has agreed to a shorter period of notice than that required under clause 30.1, then no deduction can be made.
- 31.3 The resignation must be provided in writing to the Company and state the date that the resignation will be effective.

32. Abandonment

- 32.1 If you are absent from work for a period of two consecutive shifts without the consent or authorisation of the Company or without notification, you will be deemed to have abandoned your employment, unless you were unable to notify the Company through no fault of your own.
- 32.2 In circumstances where an Employee is deemed to have abandoned their employment in accordance with clause 32.1, notice of termination or payment in lieu of notice will be provided to the Employee in accordance with the NES.
- 32.3 The Company will make reasonable efforts to contact you prior to treating the employment as terminated.

33. Stand Down

- 33.1 We may stand down an Employee for a day or part of a day, without pay, if the Employee cannot be usefully employed because of:
- (1) Industrial action;
 - (2) Break down of equipment or machinery, if we cannot reasonably be held responsible for the breakdown; or
 - (3) Stoppage of work for any cause for which we cannot reasonably be held responsible.
- 33.2 You may, by agreement with the Company, apply to take accrued annual leave during a period of stand down.

34. Redundancy

- 34.1 Redundancy pay will be provided for in accordance with the NES as prescribed under the Act.
- 34.2 If you are given notice of termination in circumstances of redundancy, you may terminate your employment during the period of notice. In this circumstance, you will be entitled to receive the benefits and payments that you would have received under this clause had you remained in employment until the expiry of the notice, but are not entitled to payment instead of notice.
- 34.3 You will also be provided with up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. If you have been allowed paid leave of more than one day during the notice period, the Company may require you to produce proof of attendance at an interview or you will not be paid for the time absent. For this purpose a statutory declaration is sufficient. This applies instead of clause 30.5.

35. Continuity of Service

- 35.1 With regard to service-related entitlements of Employees provided in this Agreement, service shall be deemed to be continuous upon the sale or transfer of a business from one employer to another who continues to employ the particular Employee.
- 35.2 No severance or redundancy payments will be required to be made where the Employee continues to be employed on terms that overall are no less advantageous.

36. Dispute Resolution Procedure

- 36.1 If a dispute relates to:
- (1) A matter arising under this Agreement; or
 - (2) The National Employment Standards;
- this terms sets out the procedures to settle the dispute.
- 36.2 In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussion between the Employee and the Employee's direct manager or supervisor.
- 36.3 If the matter is not resolved at this level, the matter will be further discussed between the Employee and appropriate senior levels of management.
- 36.4 If discussions at the workplace level do not resolve the dispute, and all the agreed steps for resolving it have been taken, a Party to the dispute may then and only then, refer the matter in dispute to the Fair Work Commission for private conciliation.
- 36.5 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures of this term.
- 36.6 Before the private conciliation the Fair Work Commission may confer with the Parties informally about matters of procedure, such as:
- (1) The presentation of each side's position (whether oral or in writing);
 - (2) Confidentiality requirements;
 - (3) Representation at the private conciliation;
 - (4) Preferred location of the conciliation;
 - (5) Whether telephone conference is sought at first instance; and
 - (6) Any further particulars about the Fair Work Commission's role in relation to establishing procedures (such as how the conciliation will be concluded).
- 36.7 Subject to clause 36.6, it is agreed that the Fair Work Commission will observe confidentiality about all aspects of the dispute and, consistent with its expected role to this point, may do such things as:

- (1) Help the parties identify and define the matters in dispute;
 - (2) Help the parties to develop a procedure which is aimed at achieving the resolution of the dispute quickly, fairly and cost effectively;
 - (3) Where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively;
 - (4) Act as the facilitator of direct negotiations between the parties.
- 36.8 If the Fair Work Commission is of the view that having completed the private conciliation process, the matter(s) in dispute remain(s) unresolved, then the Fair Work Commission may arbitrate, if and only if, all Parties to the dispute provide their consent.
- 36.9 While the Parties are trying to resolve the dispute using the above procedures in this term:
- (1) An Employee must continue to perform his or her work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (2) An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (a) the work is not safe; or
 - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c) the work is not appropriate for the Employee to perform; or
 - (d) there are other reasonable grounds for the Employee to refuse to comply with the direction.

37. Confidentiality

- 37.1 You understand that during the course of your employment, you will have access to certain information of a confidential nature, including but not limited to the processes, procedures and supplier details of the Company. You agree:
- (1) Not to disclose or assist another person to disclose any confidential information to any person, company or organisation during or following your employment unless the disclosure has been approved in writing by the Company;
 - (2) Not to make, or assist, or permit any person to make any reproduction of the confidential information;
 - (3) To take all steps reasonably necessary to secure the confidential information against theft, loss or unauthorised use, disclosure or reproduction;
 - (4) Not to remove any confidential information or reproductions of the confidential information from the premises or internal systems of the Company;

- (5) To notify the Company if you become aware of any suspected or actual unauthorised use, copying or disclosure of confidential information;
- (6) To take all steps to prevent or stop the suspected or actual unauthorised use, copying or disclosure of confidential information;
- (7) Not to disclose or assist another person to disclose any information relating to the revenue, sales, volume of sales within the Company or any of its associated entities;
- (8) Not to disclose or assist another person to disclose any recipes, ingredients, or suppliers, used by the Company or its associated entities;
- (9) To comply with any direction issued by the Company regarding enforcement of the obligations of confidentiality under this Agreement;
- (10) To provide assistance reasonably requested by the Company in relation to any proceedings taken against any person for unauthorised use, copying or disclosure of confidential information; and
- (11) To return all confidential information and the Company property immediately at the request of the Company or in the event of the termination of your employment.

37.2 Your obligation with respect to confidentiality continues after you cease employment.

38. Accidental Breakages

38.1 You will not be held financially responsible for the cost of accidental spillages or breakages of crockery, utensils, equipment or machinery.

39. Policies

39.1 The Employees agree to comply with the Company's policies and procedures, as amended and introduced from time to time.

39.2 The Employees agree to model appropriate behaviours to promote and ensure compliance with the Company's policies.

39.3 To the extent that the contents of the policies or procedures refer to obligations on the Company, the Employees agree that they are guides only and are not contractual terms, conditions or representations on which the Employees rely.

39.4 If the Company's policies and procedures are inconsistent with the terms of this Agreement, the terms of this Agreement will prevail.

40. Anti-Discrimination, Harassment and Bullying

40.1 The Company believes that you have the right to work in an environment, which is free from discrimination, harassment and bullying.

- 40.2 The Company requires employees at all times to treat one another with courtesy, dignity and respect and to respect each other's privacy, differences and avoid offensive comments and behaviour.

41. Statement of Employment

- 41.1 The Company shall, on request provide you with a written statement specifying the period of your employment, the classification of or the type of work performed by you and the training courses undertaken.

42. Return of Company Property

- 42.1 Subject to the Act, the Company may withhold monies owing on termination pending of an amount equal to the value of all Company issued property which you have failed to return.

43. Flexibility Term

- 43.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (1) The arrangement deals with one or more of the following matters –
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
- (2) The arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in paragraph 43.1(1); and
- (3) The arrangement is genuinely agreed to by the Company and the Employee.

- 43.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (1) Are about permitted matters under section 172 of the Act; and
- (2) Are not unlawful terms under section 194 of the Act; and
- (3) Result in the Employee being better off overall than the Employee would have been if no arrangement had been made.

- 43.3 The Company must ensure that the individual flexibility arrangement:

- (1) Is in writing; and
- (2) Includes the name of the Company and the Employee; and

- (3) Is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (4) Includes details of:
 - (a) the terms of the Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (5) states that day on which the arrangement commences.
- 43.4 The Company will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 43.5 Either party may terminate the individual flexibility arrangement:
- (1) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (2) If the Parties agree in writing – at any time.

44. Consultation Term

- 44.1 This term applies if the Company:
- (1) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (2) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 44.2 For a major change referred to in subclause 44.1(1), subclauses 44.3 to 44.9 apply.
- 44.3 The Company must notify the relevant Employees of the decision to introduce the major change.
- 44.4 The relevant Employee(s) may appoint a representative for the purposes of the procedures in this term.
- 44.5 If:
- (1) A relevant Employee(s) appoints a representative for the purposes of consultation; and
 - (2) The Employee(s) advises the Company of the identity of the representative;
- the Company must recognise the representative.

- 44.6 As soon as practicable after making its decision, the Company must:
- (1) Discuss with the relevant Employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the Employees; and
 - (c) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (2) For the purposes of the discussion – provide, in writing, to the relevant Employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Employees; and
 - (c) any other matters likely to affect the Employees.
- 44.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 44.8 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 44.9 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 44.3 44.4 44.5 and 44.6 are taken not to apply.

Change to regular roster or ordinary hours of work

- 44.10 For a change referred to in subclause 44.1(2), subclauses 44.11 to 44.16 apply.
- 44.11 The Company must notify the relevant Employees of the proposed change.
- 44.12 The relevant Employee may appoint a representative for the purposes of the procedures in this term.
- 44.13 If:
- (1) A relevant Employee(s) appoints a representative for the purposes of consultation; and
 - (2) The Employee(s) advises the Company of the identity of the representative;
- the Company must recognise the representative.
- 44.14 As soon as practicable after proposing to introduce the change, the Company must:
- (1) Discuss with the relevant Employee(s) the introduction of the change; and

- (2) For the purposes of the discussion – provide, in writing, to the relevant Employee(s):
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about what the Company reasonably believes will be the effects of the change on the Employee(s); and
 - (c) any other matters likely to affect the Employee(s); and
- (3) Invite the relevant Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

44.15 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employee(s).

44.16 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employee(s).

Definitions

44.17 In this term, a major change is **likely to have significant effect on Employees** if it results in:

- (1) The termination of employment of Employees; or
- (2) Major changes in the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- (3) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (4) The alteration of hours of work; or
- (5) The need to retrain Employees; or
- (6) The need to relocate Employees to another workplace; or
- (7) The restructuring of jobs.

44.18 In this term, **relevant Employees** means the Employees affected by a change referred to in subclause 44.1.

45. Workplace Delegates' Rights

45.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

45.2 In this clause:

(1) **Delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(2) **Eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.

45.3 Before exercising entitlements under this clause, a workplace delegate must give the Company written notice of their appointment as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

45.4 An Employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

Right of representation

45.5 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(1) Consultation about major workplace change;

(2) Consultation about changes to rosters or hours of work;

(3) Resolution of disputes;

(4) Disciplinary processes;

(5) Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(6) Any process or procedure within this Agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

45.6 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under sub-clause 45.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

45.7 A workplace delegate may communicate with eligible employees during working hours of work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

45.8 The Company must provide a workplace delegate with access to or use of the following workplace facilities:

(1) A room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(2) A physical or electronic noticeboard;

- (3) Electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (4) A lockable filing cabinet or other secure document storage area; and
 - (5) Office facilities and equipment including printers, scanners and photocopiers.
- 45.9 The Company is not required to provide access to or use of a workplace facility under sub-clause 45.8 if:
- (1) The workplace does not have the facility;
 - (2) Due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner sought; or
 - (3) The Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

- 45.10 The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
- (1) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - (2) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (a) full-time or part-time employees; or
 - (b) regular casual employees.
 - (3) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - (4) The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training and the name of the training provider.
 - (5) If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.
 - (6) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (7) The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under this clause

45.11 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (1) Comply with their duties and obligations as an Employee;
- (2) Comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (3) Not hinder, obstruct or prevent the normal performance of work; and
- (4) Not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

45.12 This clause does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

45.13 This clause does not require the Company to require an eligible employee to be represented by a workplace delegate without the employee's agreement.

46. Accident Pay

46.1 Clause 46 applies to an Employee who is receiving weekly workers' compensation payments for an injury suffered by the Employee.

46.2 In clause 46:

- (1) **Accident pay** means a weekly payment made by the Company to an Employee of an amount that is equal to the difference between:
 - (a) the weekly amount the Employee is entitled to receive under the applicable workers' compensation legislation; and
 - (b) the weekly rate of pay the Employee would have received had they been performing their normal duties within the classification level, but not including any excluded payments.
- (2) **Excluded payments** means any of the following:
 - (a) payments not provided for in the Agreement; or
 - (b) shift loadings; or
 - (c) overtime; or

- (d) bonus payments; or
- (e) special rates; or
- (f) fares and travelling allowances; or
- (g) other similar payments.

(3) **Injury** has the meaning as in the applicable workers' compensation legislation,

46.3 Entitlement to the payment

- (1) The Company must pay accident pay to the Employee for up to 26 weeks if an Employee suffers an injury and weekly payments of compensation are paid to the Employee under the applicable workers' compensation legislation.
- (2) An Employee is not entitled to accident pay in respect of:
 - (a) an injury during the first 7 consecutive days (including non-working days) of incapacity; or
 - (b) any incapacity occurring during the first 2 weeks of employment unless the incapacity extends beyond the first 2 weeks.
- (3) An Employee is not entitled to accident pay in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (4) The entitlement of an Employee to accident pay continues on termination of the Employee's employment where the termination is:
 - (a) by the Company other than for reasons of the Employee's serious or wilful misconduct; or
 - (b) because of the Company's bankruptcy or the liquidation of the Company's business; in which case, the Employee's entitlement to accident pay will be referred to the Fair Work Commission for determination.

46.4 Calculation of the period

- (1) The 26-week period begins from the first day of incapacity for work, whether that day is the date of injury or a subsequent day.
- (2) If the Employee is absent from work on more than one occasion because of the injury, the absences are to be treated as cumulative in working out the 26-week period.

46.5 Calculation of the amount

If the accident pay is paid for a period of less than one week, then the amount is calculated on a pro-rata basis.

46.6 Return to work

If an Employee, who is entitled to accident pay, returns to work on reduced hours or modified duties, then the amount of accident pay to which the Employee is entitled must be reduced by any amounts paid for performing that work.

46.7 Lump sum payments

If an Employee, receives a lump sum payment instead of weekly payments under the applicable workers' compensation legislation in respect of the injury, then the Employee's entitlement to accident pay ends from the date of receipt of that payment.

46.8 Independent recovery of damages

If an Employee recovers damages from the Company or a third party in respect of the injury independently of the applicable workers' compensation legislation, then the Employee:

- (1) Is liable to repay the Company the amount of accident pay that the Company has paid to the Employee under clause 46; and
- (2) Is not entitled to any further accident pay in respect of the injury.

47. Employee right to disconnect

47.1 This clause provides for the exercise of an Employee's right to disconnect under section 333M of the Act.

Note:

47.2 Section 333M of the Act provides that unless it is reasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact from:

- (1) The Company outside of the Employee's working hours
- (2) A third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.

47.3 Section 333M(3) of the Act lists matters that must be taken into account in determining whether the Employee's refusal is unreasonable.

47.4 Section 333M(5) of the Act provides that an Employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or Territory.

47.5 The general protections in Part 3 – 1 of the Act prohibits an employer from taking adverse action against an Employee because of an Employee's right to disconnect under section 333M of the Act.

47.6 The general protections in Part 3 – 1 of the Act prohibits an employer from taking adverse action against an Employee because of an Employee's right to disconnect under section 333M of the Act.

47.7 The Company will not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.

48. Signature Clause

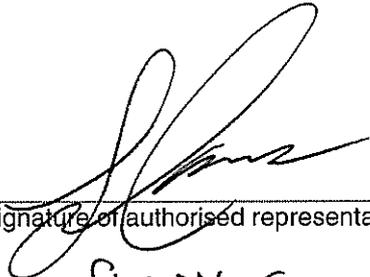
Signed for and on behalf of **Grill'd Pty Ltd (ACN 106 297 394)** by its authorised representative in the presence of:

Lauren Moulman
Signature of witness

LAUREN MOULMAN
Name of witness
(BLOCK LETTERS)

658 MURKIN ST RICHMOND
3121
Address of witness

29/7/25
Date


Signature of authorised representative

SIMON CROWE - M.D.
Name of authorised representative and
position title
(BLOCK LETTERS)

17 CHASTLETON AVE
TOORAK, VIC
Address of signatory

29/7/25
Date

Signed by.....,
an employee of Grill'd Pty Ltd (ACN
106 297 394) who will be covered by
this Agreement in the presence of:

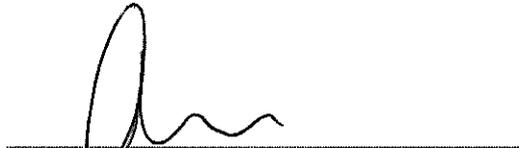


Signature of witness

BROOKE FRAWLEY
Name of witness
(BLOCK LETTERS)

658 CHURCH ST RICHMOND 3121
Address of witness

29 July 2025.
Date



Signature of representative for the
employees

SAM HOLT - Restaurant Manager
Name of representative for the employees
and their position title
(BLOCK LETTERS)

695 WARRIGAL RD CHADSTONE 3148
Address of signatory

29-7-25
Date