

# HUNGRY JACK'S NATIONAL ENTERPRISE AGREEMENT 2024

**Following extensive negotiations between the SDA and Hungry Jack's the proposed *Hungry Jack's National Enterprise Agreement 2024* is ready for you to consider.**

The Hungry Jack's National Enterprise Agreement 2024 will provide your pay and other important conditions of your employment for four years.

The SDA has secured a proposed new Hungry Jack's Agreement that delivers:

- » Secure pay rates
- » Right to Care provisions
- » Better classification structure
- » Improved leave entitlements
- » Your hard-won SDA conditions

This document contains a summary of the changes to your wages and working conditions.

Hungry Jack's workers will have the opportunity to vote on the proposed Agreement via an electronic ballot.

If a majority of workers who cast a vote, vote in favour of the Agreement, it will be put to the Fair Work Commission (FWC) for approval.

The Agreement is proposed and planned to start in March 2026.

**Please read the information carefully and if you have any questions about the proposal speak to your SDA Delegate/Shop Steward, SDA Organiser or contact your local SDA branch.**



## **Voting on the proposed Agreement**

No new Agreement can be put in place without a vote of Hungry Jack's workers and a majority YES VOTE by the voting cohort.

The SDA endorses the proposed Hungry Jack's Agreement and encourages workers to VOTE YES.

Voting dates and details will be provided by Hungry Jack's. Voting will be done electronically conducted by Elections Australia. You will receive an email regarding the process with a unique identifier to be used for voting and instructions. You will be able to vote online or by phone.

***Make sure you have your say!***

## PAY RISES

Wage increases will be based on the pay rises the SDA wins in the Fair Work Commission (FWC) Annual Wage Review usually in July each year.

Each year the FWC decides how much to increase Award wages.

The SDA and the union movement argue for a fair increase in wages for workers. In July 2025, the SDA won a 3.5% wage increase.

## HIGHER PAY RATES MAINTAINED

Rates of pay will continue to remain above the Fast Food Award (which outlines the minimum rates of pay).

Hungry Jack's employees will be paid at least the following additional percentage on the relevant equivalent Fast Food Award rates:

<b>Permanent Employees</b>	+ 0.75% on non-penalty times + 0.25% on penalty times
<b>Casual Employees</b>	+ 0.25% on non-penalty and penalty times

The additional percentage will not be paid on overtime.

## JUNIOR RATES

The rates for junior employees currently in the proposed agreement remain unchanged.

Age	% of applicable adult rate
15 years or under	40
16 years	50
17 years	60
18 years	70
19 years	80
20 years	95
21 years or over	100

The SDA has lodged a ground-breaking case in the Fair Work Commission to abolish junior rates for workers aged between 18-20 years old and lift the pay for 17 year old rate to 75% and under 16 years old rate to 50%.

If our case is successful, the rates will be lifted in the proposed Hungry Jack's Agreement.

## CASUAL CONVERSION TO PERMANENT EMPLOYMENT

Consistent with changes to the National Employment Standards (NES), the proposed Agreement removes the current casual conversion clause and replaces it with the 'Employee Choice Pathway'.

If an employee believes they no longer meet the definition of casual employment (that work is regular and systematic and not irregular) they may convert to part-time or full-time.

Eligible casual employees may request to convert to part-time or full-time after 6 months and have the right to apply every 6 months after that.

## HEALTH & SAFETY

Hungry Jack's is committed to a safety culture aiming that team members feel included, valued, respected and empowered.

Team members should treat their fellow team members, customers and others with dignity, courtesy and respect.

Hungry Jack's is committed to promoting and supporting workplaces that are free of customer disrespect and abuse, harassment (including sexual harassment), workplace bullying, violence and unlawful discrimination.

There is also a confidential employee assistance program available for helping with issues and matters affecting a team member.

## UNION & DELEGATE RIGHTS

The Agreement contains an SDA Delegates Rights provision which:

- » Recognises SDA Delegates and their right to discuss work-related matters with employees and provide information about the workplace to them.
- » Allows Delegates to represent employees including in disciplinary matters, resolution of issues and consultation about workplace issues.
- » Provides paid Delegate training of up to 5 days (per 50 employees) per year.
- » Provides Union noticeboards.

## CLASSIFICATIONS

The proposed Agreement introduces a **new classification of Crew Coach** as follows:

*An employee who has the major responsibility on a day-to-day basis for training and cross training Crew and/or is in the process of completing shift supervisor training. A Crew Coach is always supervised by a Shift Supervisor or Manager.*

The role of **Crew Member – Team Lead** has also changed. Crew Member – Team Lead will not have responsibility for supervising Crew Members and/or training new employees.

### Classification Structure

The classifications in the Agreement will be mapped to the Fast Food Award as follows:

Agreement Classification	Current Agreement to Award Equivalent Classification	Award Equivalent Classification	Proposed Agreement Pay Rate*
Crew Member	Level 1	Level 1	Level 1
Crew Member – Team Lead	Level 1 plus \$3.80 per week	Level 1	Level 1 plus \$0.10 per hour
Crew Coach	New	Level 2	Level 2
Shift Supervisor	Level 2	Level 2	Level 3 (a)
Assistant Manager	Level 3 (b)	Level 3 (b)	Level 3 (b)
Restaurant Manager	Level 3 (b)	Level 3 (b)	Level 3 (b)

*\*A percentage above the actual ordinary rate will also be paid.*

## BREAKS

Your entitlements are as follows:

Hours worked	Paid rest break	Unpaid meal break
Less than 4 hours	No rest break	No meal break
4 hours up to 5 hours	1 x 10 minute rest break	No meal break
More than 5 hours but less than 9 hours	1 x 10 minute rest break	1 x 30-60 minute meal break
9 hours or more	2 x 10 minute rest breaks*	1 or 2 x 30-60 minute meal breaks

*\*One rest break to be taken in the first half of the work hours and the second taken in the second half of the work hours, two rest breaks given unless a second meal break is provided.*

In certain circumstances a paid crib break instead of an unpaid meal break may apply.

### Breaks during extended shifts

If you agree to extend your shift whilst working, you may be entitled to a rest or meal break. You may need to take this break in the last hour of the shift, combine the meal with the rest break, or take the meal break at the end of the shift. This will depend on how many extra hours you are now working.

## ROSTERING

### Rostering Considerations

When rostering, Hungry Jack's will, where practicable, be mindful of employee's needs, including family or carer responsibilities, study commitments, religious observances and access to safe transport.

### Clocking On & Off

The store will usually have one central point for employees to sign on or off electronically for a shift. There may, on occasions, be times when the clock time for an employee may be before a commencing shift time or after a shift ceasing time. If this occurs within 10 minutes of these shift times then payment for those difference will be at ordinary time (not overtime) but will not be a request or requirement to work this additional time on their shift.

### Right to Care

The new Agreement recognises employees have caring responsibilities and acknowledges the importance of promoting a healthy work environment that enables them to balance their personal and professional commitments.

In this provision Hungry Jack's recognises:

- » Caring responsibilities may evolve and change over time and at different stages of employee's lives.
- » Employees should not be penalised or disadvantaged for having caring responsibilities.
- » By accommodating caring responsibilities, Hungry Jack's can have a positive impact on both its employee and the community more broadly.
- » That caring is a unique responsibility and that needs of individual employees may vary dependent upon their specific circumstances.
- » Even in circumstances whereby it is not otherwise required to do so at law, Hungry Jack's may benefit from engaging in discussion regarding caring responsibilities and their associated needs and preferences with employees.

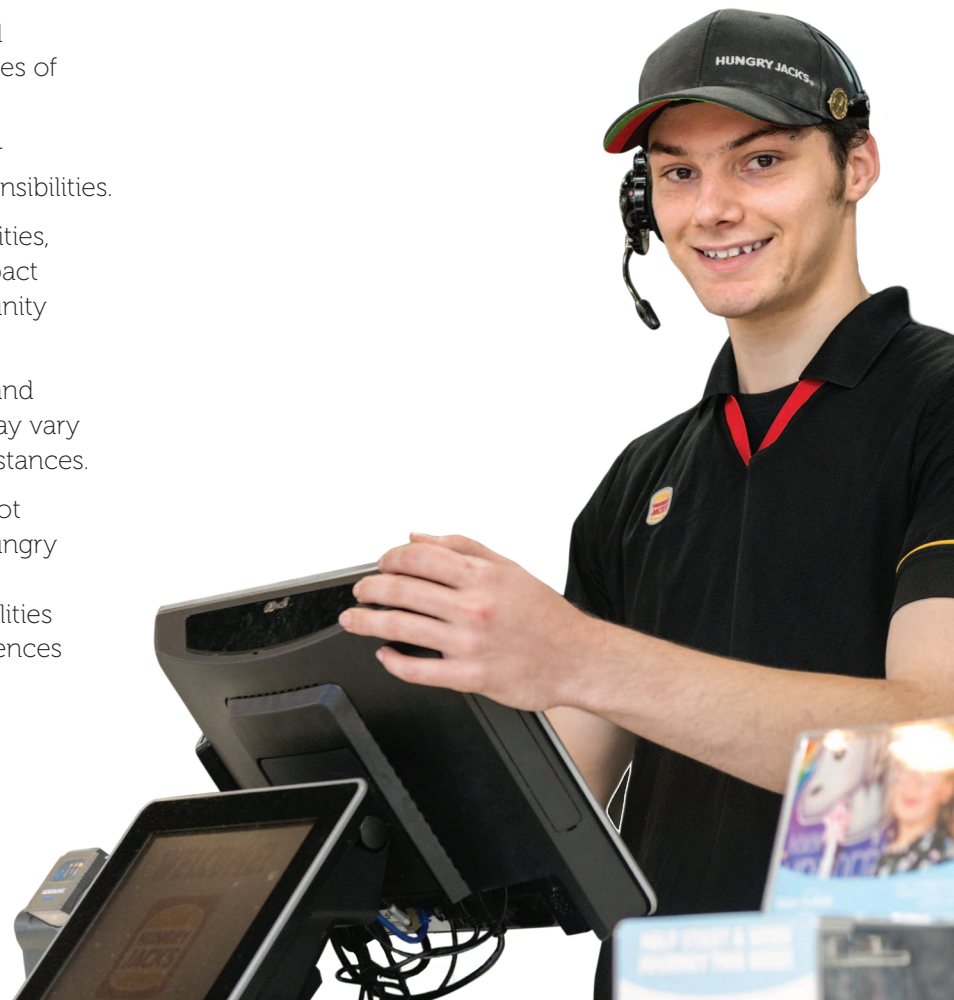
### Roster Changes for Casuals

Hungry Jack's and its employees acknowledge, there is benefit in giving notice of cancelling a rostered shift.

Where practicable:

- » When cancelling a casual employee's rostered shift, Hungry Jack's must provide no less than two hours notice to the employee before the shift start time.
- » If a casual employee can no longer work a shift, they must provide no less than 2 hours notice before their shift start time.

A casual may be offered extra hours on a rostered shift and paid at the appropriate ordinary rate. Whether the casual has safe transport home will be a consideration to the offer.



## LEAVE

### Cashing Out Annual Leave

The proposed Agreement removes the 2-week maximum on cashing out annual leave in a year. Under the proposed Agreement, you must have taken at least 2 weeks leave in the last 12 months to cash out leave and have a remaining balance of 4 weeks leave.

### Parental Leave

An employee taking responsibility for a child as a result of a Court or guardianship order (or permanent care order) or a long-term foster arrangement will be entitled to all equivalent parental leave provisions relating to birth and adoption.

### Compassionate Leave

Compassionate leave has been extended to cover a miscarriage or stillbirth in the employees' immediate family.

### Family & Domestic Violence

In line with the National Employee Standards, an employee who is experiencing family and domestic violence and they need to do something to deal with its impact, is entitled to 10 days paid family and domestic violence leave per year, inclusive of penalties / loadings.

This applies to all employees, including casuals.

Casual employees are entitled to paid family and domestic violence leave for a rostered shift, or declining a shift. If a casual employee is unable to accept any shifts for a defined period due to family and domestic violence, payment will be calculated by averaging the number of shifts and hours worked over the past three months.

### Personal/Carer's Leave

#### - Evidence for Long Term Care

Where an employee or a member of their immediate family (or a member of their household) has a long-term disability or illness, they may provide an enduring medical certificate as evidence of illness and / or ongoing need to provide care.

If approved, the initial enduring medical certificate may cover a period of up to two weeks.

An enduring medical certificate needs to be from a registered medical practitioner and provide sufficient details.

At Hungry Jack's sole discretion, the duration of the enduring medical certificate can be for six months if the ongoing need for care is substantiated.

#### Personal/Carer's Leave - Proof of Absence

Evidence for an absence, illness or caring responsibilities is required to be in English.

## QUESTIONS

If you have any questions about the proposal, please speak to your SDA Delegate or Organiser, or contact the SDA via [sda.au](http://sda.au)