

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.

This document contains a summary of the proposed Agreement.

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.

The Agreement has a nominal expiry date of 4 years after the date of approval.

The proposed Agreement contains significant changes to conditions of employment at Hungry Jack's.

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

Introduction

The proposed Agreement is based on having the Fast Food Industry Award as the minimum standard. The differences with the Award include:

- » Higher rates of pay.
- » Improved classification structure.
- » A minimum part-time weekly hours of 8 hours.
- » 20-year olds to be paid 95% of the adult rate.
- » Compassionate Leave increased to 3 days.
- » Arbitration, if needed, for any disputes.
- » Paid crib breaks instead of unpaid meal breaks in certain circumstances.
- » Salaried employee's hours capped at 40 per week. The salary paid must be higher than entitlements under the proposed agreement.
- » Crew meetings, if attended voluntarily, to be paid at ordinary rate.
- » If you don't attend work for consecutive shifts without telling Hungry Jack's, a process to end your contract with Hungry Jack's.
- » Store refurbishment process provision.

The proposed Agreement explained

A proposed agreement has been negotiated between Hungry Jack's and the SDA. It is a 4-year deal that provides security and conditions. Further details are on the following pages.



Voting on the proposed Agreement

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.

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.

Make sure you have your say!

WAGES

The Fast Food Industry Award will set the base rates of pay for the agreement.

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.

Hungry Jack's will also pay an amount above the Fast Food Award rate.

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

Permanent Employees	+ 0.75% on non-penalty times + 0.25% on penalty times
Casual Employees	+ 0.25% on non-penalty and penalty times

The additional percentage will not be paid on overtime.

This means that your base rate of pay will always be higher than the award rate.

JUNIOR RATES

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.

CLASSIFICATIONS

Crew Member: Prepare, cook, sell, serve or deliver meals, snacks and/or beverages including incidental cleaning and cleaning of toilets.

Team Lead: This is to recognise employees who are excellent at a particular section but are not supervising others, i.e. Burger station.

Crew Coach 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.

Shift Supervisor: Major responsibility on a day-to-day basis for supervising crew and/or training new employees or uses trade skills.

Assistant Manager: Major responsibility on a day-to-day basis for supervising crew and/or training new employees or uses trade skills and has the responsibility of one store portfolio.

Manager: Appointed to be in charge of the store/outlet.

The proposed agreement classifications equate to the award structure as:

Agreement Classification	Award Equivalent
Crew Member	Level 1
Crew Member – Team lead	Level 1 plus 10 cents per hour
Crew Coach	Level 2
Shift Supervisor	Level 2 (with wage rate set as 3(a))
Assistant Manager	Level 3(b)
Restaurant Manager	Level 3(b)

Your classification set by the employer will be based on the skill level or levels required by you in order to carry out the work.

HIGHER DUTIES

If you are required to perform work at a higher level then you will be paid at the higher rate. If this is for 2 hours or more on a shift then the higher rate applies for the whole shift.

SALARIED EMPLOYEES

Hungry Jack's may appoint employees in writing to a salaried position, this only applies to full-time Managers or Assistant Managers.

The hours per week will be 40 (38 ordinary hours and 2 overtime).

The salary and bonus will be in excess of their entitlements under this Agreement. Entitlements include penalty rates and overtime.

For each 3-month period Hungry Jack's will reconcile all payments made over that period against the amounts payable under the agreement for the same period to ensure that the employee is paid no less than the agreement.

PART-TIME

The proposed agreement has a weekly minimum of 8 hours. Existing employees will maintain their current weekly minimum if this is higher.

Employees will agree in writing to the number of hours to be worked each week (or over the roster cycle). This is your guaranteed hours of work. You will also agree on the days of the week and the periods on each of the days on which you may be rostered to work your guaranteed hours.

If you need to alter your agreed availability due to changes in personal circumstances you can do so with 14 days notice. If this change means Hungry Jack's cannot reasonably accommodate your guaranteed hours, then a new agreement on minimum hours and days of work will need to be agreed with Hungry Jack's.

If you already have a written agreement for a regular pattern of hours then that shall continue.

You may be offered additional hours above your guaranteed hours which you can agree to work at your ordinary rate (plus penalty rates), the hours need to be within your availability and are within the rostering conditions (e.g. maximum shift length 11 hours etc).

You can withdraw your agreement to work additional hours with 14 days notice.

If you work regularly a number of additional hours over a 12 month period, you may request to increase your minimum hours. Hungry Jack's may only refuse for reasonable business grounds which shall be given to you in writing.

ROSTERS

The following apply to your roster:

- » You will have 2 consecutive days off per week or 3 consecutive days per fortnight.
- » You will have your roster 14 days in advance.
- » You can request to have a weekend off every 4 weeks.
- » You can only work 5 days in a week. If you work 6, then the 6th day will be overtime.
- » If you are under 18 parental sign off to work hours outside your availability will be needed.
- » Rosters once posted can only be changed by agreement.
- » There must be a 10 hour break between shifts.
- » The maximum hours of work on a shift are 11 hours.

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.

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, paid at the appropriate ordinary rate. Whether the casual has access to safe transport home will be a consideration in the offer.

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.*

The timing of a break is intended to provide a meaningful break. You cannot be required to take a break within one hour of starting or ceasing work or combine rest break(s) with a meal break.

The time for rest and meal breaks and length of meal breaks are part of the roster.

You cannot work more than five hours without a meal break. If you are required to work through your meal break you will be paid time and half from the sixth hour until allowed an unpaid meal break or the shift ends.

PAID MEAL BREAKS

Due to operational requirements a paid meal break counted as time worked may be provided:

Crew Member, Crew Team Lead & Crew Coach

A 20-minute paid break instead of an unpaid meal break when the meal break becomes due between 10pm and 6am. Where only two employees are on site and the break cannot be taken in full due to maintaining customer service then two paid 10-minute paid breaks must be provided.

- i. If an employee is rostered for more than 8 hours, they will receive a 30-minute paid meal break instead.

Shift Supervisor, Assistant Manager and Restaurant Manager

- i. May be given a 20-minute paid break instead of an unpaid meal break while maintaining customer service.
- ii. If rostered for more than 8 hours, receive a 30-minute paid meal break.

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.

CREW MEETINGS

Crew meetings are to be paid time. If you are not required to be at the meeting (i.e. not rostered) but attend, you will be paid a minimum of 1 hour at the appropriate ordinary rate.

Training is not part of a crew meeting.

RESTAURANT SECURITY

There needs to be a minimum of 3 employees on a shift where there is customer access to the restaurant.

A security guard will be engaged if there is a risk identified.

LEAVE

Improved leave for full-timers & part-timers

Compassionate Leave: 3 days paid leave on the death of a close family or household member or a still birth.

Natural Disaster Leave: 2 days paid leave in the event of a bushfire, flood cyclone etc, and you can't attend work.

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 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.

Cashing Out Annual Leave

Under the proposed Agreement, to cash out leave, you must have taken at least 2 weeks leave in the last 12 months 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.

Personal Leave (Sick Leave)

10 days of paid leave is available each year for full-timers, a pro rata amount for part-timers.

If you are absent for more than 2 consecutive days evidence will be required (e.g. Medical certificate).

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

As a casual you can take 48 hours unpaid carers leave if you need to care for someone that is sick or requires care in an emergency. This can be increased by agreement with Hungry Jack's.

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.

Annual shut down or refurbishment

The proposed agreement has steps if a store is being refurbished or annual shut down.

Employees may be required to take annual leave over annual shut down or refurbishment periods. Prior to the shutdown, Hungry Jack's will notify employees of the dates during which the leave is to be taken. An employee who does not have sufficient leave shall be required to take leave without pay.

Where possible suitable work at another geographically nearby store will be found.

DELIVERY DRIVERS

Hungry Jack's may employ delivery drivers. For drivers Hungry Jack's will:

- » Pay 52 cents/km if you use your own car, provide insurance whilst your car is being used for home deliveries and pay any road tolls.
- » Provide for each driver/car a safety kit that contains at least, a safety fluoro vest, a torch, a first aid kit, emergency contact numbers, and written procedures to follow in the event of a breakdown.
- » If you use your own phone pay a data allowance of \$0.05 per delivery and pay for any phone calls or text messages made for the delivery or to contact the store*.

**If you are on an-inclusive mobile plan you will receive \$1.00 per shift rather than the allowance and reimbursement above.*

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.

HEALTH & SAFETY

The employer 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.

The employer 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.

QUESTIONS

If you have any questions about the proposal, please speak to your SDA Delegate or Organiser, or contact the SDA via sda.au

ABANDONMENT OF EMPLOYMENT

If you do not attend work for 3 shifts in a row and fail to notify your supervisor, Hungry Jack's may start a process to consider you have abandoned your work.

Hungry Jack's will send either an email or letter to inform you that they consider you have abandoned your employment.

If you are able to establish a reasonable cause for your absence and failure to tell Hungry Jack's, within four weeks, then you can be reinstated.

OTHER ITEMS

- » Accident make-up pay applies across the Country.
- » If you decide to leave Hungry Jack's then you need to provide 2 weeks notice if you are a full-time or part-time level 1 or 2 employee and have worked for more than 1 year.
- » Arbitration in the Fair Work Commission if a dispute cannot be settled.

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.