



NATIONAL ENTERPRISE AGREEMENT 2024

KRISPY KREME AUSTRALIA PTY LTD

Contents

Part 1 - Our Agreement.....	4
1. What is the name of our Agreement?.....	4
2. Am I covered by this Agreement?.....	4
3. When does this Agreement commence?.....	4
4. How long will this Agreement apply?.....	4
5. How does this Agreement work?	4
Part 2 - My Employment.....	5
6. How can I be employed?	5
7. What are Part Time Contract Hours?	5
8. Is there a probationary period?	5
9. Can I work in different Stores or Doughnut Factories?.....	5
10. How will I be rostered?	5
11. Training	7
12. How do Policies and Procedures apply to me?.....	7
Part 3 - My Pay.....	7
13. What are the classifications covered by this Agreement?	7
14. How do I get promoted?	8
15. What is my Base Hourly Rate of Pay if I'm Store Staff or Doughnut Factory Staff?	8
16. What is my Base Salary if I'm Store Management or Doughnut Factory Management?	8
17. Will the Base Hourly Rate of Pay for Store Staff and Doughnut Factory Staff be increased?	8
18. What do I get paid if I'm a junior employee?	9
19. What payments for additional hours and shift loadings do Store Staff and Doughnut Factory Staff receive?.....	9
20. What about Superannuation?.....	12
21. What breaks am I entitled to?	13
22. What Allowances am I entitled to?.....	13
23. How will I be paid?	14
Part 4 - My Leave	14
24. Annual Leave.....	14
25. Personal Leave.....	15
26. Long Service Leave	15
27. Compassionate Leave	16
28. Community Service Leave (including Jury Service).....	16
29. Family and Domestic Violence Leave	16
30. Public Holidays.....	17
31. Parental Leave	17
32. Flexibility.....	18

33.	Consultation Procedure.....	18
34.	Delegates' Rights	18
35.	Right to Disconnect.....	18
Part 5 - Leaving Krispy Kreme.....		18
36.	What notice period is required?	18
37.	What happens if my role is made redundant?	19
Part 6 - Resolving Disputes		19
Part 7 - Doughnut Factory Staff		19
Part 8 - Store Management and Doughnut Factory Management.....		20
38.	What are the details of my salary?.....	20
39.	What happens when I work additional hours?	20
40.	What happens when I work a public holiday?.....	20
41.	When will performance and salary reviews occur?	20
42.	What is the Krispy Kreme Store Management and Doughnut Factory Management incentive program?	20
43.	Exclusions	21
Part 9 - Additional Benefits		21
44.	What additional benefits are available to all employees?	21
45.	What are the additional benefits for Store Management and Doughnut Factory Management?	21
Annexure A - Definitions		22
Annexure B - Grievance Procedure		25
Annexure C - Flexibility Arrangements.....		27
Annexure D - Consultation Procedure		29

Part 1 - Our Agreement

1. What is the name of our Agreement?

1.1 This Agreement is called the Krispy Kreme National Enterprise Agreement 2024 (**the Agreement**).

2. Am I covered by this Agreement?

2.1 This Agreement applies to persons employed by Krispy Kreme Australia Pty Ltd (**Krispy Kreme**) on a Full Time, Part Time or Casual basis who principally perform work at our Stores or at our Doughnut Factories in the classifications set out at Part 3. This Agreement will have application to all such employees engaged within the States and Territories of Australia.

2.2 This Agreement will have no application to persons holding positions designated by Krispy Kreme as Senior Management.

3. When does this Agreement commence?

3.1 The Agreement will commence:

3.1.1 If the Fair Work Commission approves the Agreement before 1 December 2024, it will commence 7 days after the date of approval by the Fair Work Commission; or

3.1.2 If the Fair Work Commission approves the Agreement after 1 December 2024, it will commence on the latter of 7 days after the date of approval by the Fair Work Commission or 20 January 2025.

4. How long will this Agreement apply?

4.1 This Agreement will nominally expire 4 years from the date of approval by the Fair Work Commission (**the Term**).

4.2 After the Agreement expires, it will continue to apply unless it is replaced by a new agreement or terminated in accordance with the Act.

5. How does this Agreement work?

5.1 The Agreement must be read in conjunction with the Standards set out in the Act as amended from time to time. To the extent that there is any inconsistency between the terms of the Agreement and the Standards, the Standards will take precedence and will apply.

5.2 All hours of work provisions for Store Management and Doughnut Factory Management employees contained in the Agreement will be read in conjunction with section 62 of the Act (dealing with Maximum Weekly Hours).

5.3 A copy of this Agreement will be made available to you electronically.

Part 2 - My Employment

6. How can I be employed?

- 6.1 At the commencement of your employment you will be informed in writing if you are engaged either as a Full Time, Part Time or Casual employee in a classification as outlined in Part 3 and Part 8 of this Agreement.

7. What are Part Time Contract Hours?

- 7.1 If you are a Part Time employee you will be informed of the details of your Contract Hours in writing on commencement of employment. There are 2 ways to amend your Contract Hours:
- 7.1.1 At any time with your agreement in writing; and
 - 7.1.2 Due to changes in availability as outlined in clause 10.2.

8. Is there a probationary period?

- 8.1 Full Time and Part Time employees will be engaged on a probationary basis for the first 6 months of their employment. The purpose of your probationary period is for Krispy Kreme to determine your suitability for ongoing employment.
- 8.2 During the probationary period, either you or Krispy Kreme may terminate your employment by providing 1 weeks' notice.
- 8.3 If you are promoted to a Management role and your performance is unacceptable during the first 6 months in that role, Krispy Kreme may direct you to revert to your previous or similar role. This will not apply in circumstances of serious misconduct.

9. Can I work in different Stores or Doughnut Factories?

- 9.1 To cater for the changing needs of the business, or to improve an employee's opportunities within the business, you may be required to work under this Agreement in any Krispy Kreme site within your home metropolitan area.
- 9.2 If during the course of your rostered shift, Krispy Kreme requires you to perform work at a different site, you will be paid for the time spent travelling between the different Krispy Kreme sites at your Base Hourly Rate of Pay plus any applicable loadings including loadings for work on Sundays and Public Holidays. Any travel undertaken following the commencement of your shift and prior to the conclusion of your shift will be regarded as time worked and will be paid in accordance with the Agreement.

10. How will I be rostered?

Rostering Principles

- 10.1 Rosters will be established in accordance with business needs having regard to operational requirements, seasonal requirements and business planning tools. When determining the

roster, Krispy Kreme will consider your availability, skill level, and level of responsibility.

- 10.2 If you seek to change your availability you must make a request to Store Management or Doughnut Factory Management by updating your availability in the time and attendance system, at least 14 days before the commencement of the next roster period. This request will be considered by Store Management or Doughnut Factory Management and approved subject to the operational requirements of Krispy Kreme.
- 10.3 Krispy Kreme will determine rosters of work for employees on the basis of a weekly roster.
- 10.4 Rosters will be posted a minimum of 3 days in advance of the roster period online and/or in Store or in the Doughnut Factory.
- 10.5 Krispy Kreme may make changes to the roster either before or during the roster period by giving you at least 24 hours' notice or such lesser period as mutually agreed between you and Krispy Kreme.
- 10.6 Krispy Kreme will ensure that Team Leaders in Stores and Doughnut Factory Staff will not be rostered to work on at least 2 Sundays each calendar month.
- 10.7 Krispy Kreme will ensure that Store Management and Doughnut Factory Management will not be rostered to work on at least 2 Sundays each calendar month.
- 10.8 Krispy Kreme will ensure that Store Management and Doughnut Factory Management will not work more than 5 Public Holidays each calendar year unless agreed by you.
- 10.9 Krispy Kreme will ensure that Team Leaders in Stores will not be rostered to work only on a Sunday in any weekly roster.
- 10.10 Krispy Kreme will ensure that Doughnut Factory Staff will not be rostered to work only on a Saturday or only on a Sunday in any weekly roster.
- 10.11 Krispy Kreme will ensure that Doughnut Factory Staff who work a Saturday shift will work a shift on a Monday to Friday in any weekly roster.
- 10.12 Krispy Kreme will determine rosters of work for employees to ensure that an employee has at least 10 consecutive hours off duty between ceasing a shift and commencing a new shift.
- 10.13 Krispy Kreme may roster Part Time employees to work their Contract Hours and any additional hours in a single week in accordance with the weekly roster. These hours will be communicated to the employee in advance of the commencement of the roster period in accordance with rostering principle 10.4 above (**Part Time Additional Rostered Hours**) provided that the employee:
 - 10.13.1 Is available to work the Part Time Additional Rostered Hours in the weekly roster;
 - 10.13.2 Is not rostered to work more than 11 hours or less than the minimum engagement on any 1 day within the weekly roster;
 - 10.13.3 Is not rostered to work more than 38 hours in any single weekly roster period; and

10.13.4 Will have at least 2 days off each week, unless mutually agreed.

10.14 You may be rostered to work up to a maximum of 11 hours on any 1 day.

10.15 Krispy Kreme will consider family and caring responsibilities when setting rosters including the benefit of stable and predictable rosters for Full Time and Part Time employees.

11. Training

Krispy Kreme will ensure that all training, online or in person, will be completed as a part of an employee's rostered shift and will be paid at the applicable rate of pay.

12. How do Policies and Procedures apply to me?

12.1 You must comply with any Policy or Procedure issued by Krispy Kreme. These Policies are found on the Krispy Kreme Intranet and do not form part of this Agreement. Krispy Kreme may amend these Policies at its discretion from time to time.

Part 3 - My Pay

13. What are the classifications covered by this Agreement?

The classifications covered by the Agreement include:

Store Staff or Doughnut Factory Staff
Krispy Crew
Team Leader
Store Management or Doughnut Factory Management
Assistant Manager
Manager

The following classification structure will apply to work performed by Store Staff and Doughnut Factory Staff under this Agreement:

Krispy Crew An employee appointed as such, based on performance, skills and competencies and having successfully completed the training required for the role.

Team Leader An employee appointed as such, who has successfully completed the training and who is required to lead, train and supervise the work of other employees.

The following classification structure will apply to work performed by Store Management and Doughnut Factory Management under this Agreement:

Assistant Manager An employee appointed by Krispy Kreme to assist with the

management and supervision of employees.

Manager An employee appointed by Krispy Kreme as a Manager.

All employees, irrespective of your classification, will be required to perform all necessary duties as reasonably directed by Krispy Kreme from time to time consistent with your skills, qualifications and experience.

14. How do I get promoted?

14.1 Progression through the classifications is a function of skill and experience. Any progression to any new classification is at the sole discretion of Krispy Kreme and is contingent on you completing the required training and a suitable role becoming available.

15. What is my Base Hourly Rate of Pay if I'm Store Staff or Doughnut Factory Staff?

15.1 The hourly rates of pay to be paid to employees 20 years of age and over in each classification covered by this Agreement for the term of the Agreement are set out below:

Job Classification	Full Time or Part Time Base Hourly Rate of Pay	Casual* Hourly Rate of Pay
Krispy Crew	\$26.73	\$33.42
Team Leader	\$28.86	\$36.07

* includes a 25% casual loading in lieu of service related leave entitlements.

16. What is my Base Salary if I'm Store Management or Doughnut Factory Management?

Store Management or Doughnut Factory Management	Minimum Base Salary (Full Time Per Annum)
Assistant Manager	\$60,000
Manager	\$64,000

16.1 If during the term of this Agreement you are appointed to a different classification under the Agreement, you will be paid an amount no less than the minimum rate of pay for your new classification.

17. Will the Base Hourly Rate of Pay for Store Staff and Doughnut Factory Staff be increased?

17.1 The minimum Base Hourly Rate of Pay for Store Staff and Doughnut Factory Staff set out

in Part 3 of the Agreement will increase as follows:

- 17.1.1 On the first anniversary of the approval of the Agreement by the percentage increase applied to the level 1 minimum hourly rate of pay in the *Fast Food Industry Award 2020 (FFIA)* by the Fair Work Commission in the 2025 Annual Wage Review immediately before the first anniversary date.
- 17.1.2 On the second anniversary of the approval of the Agreement by the percentage increase applied to the level 1 minimum hourly rate of pay in the FFIA by the Fair Work Commission in the 2026 Annual Wage Review immediately before the second anniversary date.
- 17.1.3 On the third anniversary of the approval of the Agreement by the percentage increase applied to the level 1 minimum hourly rate of pay in the FFIA by the Fair Work Commission in the 2027 Annual Wage Review immediately before the third anniversary date.

18. What do I get paid if I'm a junior employee?

- 18.1 Store Staff under the age of 20 years will be paid the below listed percentages of the relevant rate of pay for your employment status and classification:

Age	% of Base Hourly Rate of Pay
At 16 Years and under	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years and over	100%

- 18.2 Krispy Kreme will ensure that Doughnut Factory Staff under the age of 19, will be paid the below listed percentages of the relevant pay for their employment status and classification.

Age	% of Base Hourly Rate of Pay
Under 16 years of age	60%
At 16 years of age	70%
At 17 years of age	80%
At 18 years of age	90%
At 19 years and over	100%

19. What payments for additional hours and shift loadings do Store Staff and Doughnut Factory Staff receive?

All employees covered by this Agreement may be required to work a reasonable level of additional hours at the direction of their Manager.

Full Time and Casual Store Staff and Doughnut Factory Staff

19.1 Full Time employees and Casual employees will receive additional compensation for any hours worked:

19.1.1 In excess of 38 hours in any single Week roster period (**Overtime Hours**);

19.1.2 On Public Holidays; and/or

19.1.3 On shifts which attract a shift loading.

How is overtime calculated for Full Time and Casual Store Staff and Doughnut Factory Staff?

19.2 Overtime hours are hours worked by Full Time and Casual Store Staff and Doughnut Factory Staff at the direction of your Manager in excess of 38 hours in any single week roster period.

19.3 All overtime hours will be calculated on your Base Hourly Rate of Pay and paid to you at the completion of the following weekly roster period.

19.4 Overtime hours for Full Time and Casual employees will incur a loading of 50% for the first 2 overtime hours worked and a loading of 100% for all overtime hours worked in excess of 2 hours in the relevant single week roster period.

Part Time Store Staff and Doughnut Factory Staff

19.5 A Part Time employee can work hours beyond their Contract Hours but below 38 hours in a single week roster period at their Base Hour Rate of Pay (plus applicable shift loadings) by providing standing written consent. This standing written consent may be withdrawn by the Part Time employee by providing 14 days' written notice.

19.6 Part Time employees who have given standing written consent (as part clause 19.5) will receive additional compensation for any hours worked:

19.6.1 In excess of 38 hours in any single week roster period (**Overtime Hours**);

19.6.2 On Public Holidays; and/or

19.6.3 On shifts which attract a shift loading.

19.7 Part Time employees who have not given standing written consent (as per clause 19.5) will receive additional compensation for any hours worked:

19.7.1 In excess of the employee's Contract Hours plus any rostered Part Time Additional Rostered Hours that are worked by you in the relevant single week roster period (**Overtime Hours for Part Time employees**);

19.7.2 On Public Holidays; and/or

19.7.3 On shifts which attract a shift loading.

19.8 A Part Time employee may decline to work hours above their Contracted Hours.

How is overtime calculated for Part Time Store Staff and Part Time Doughnut Factory Staff?

19.9 All overtime hours and overtime hours for Part Time employees will be calculated on your Base Hourly Rate of Pay and paid to you at the completion of the following weekly roster period.

19.10 Overtime hours and overtime hours for Part Time employees will incur a loading of 50% for the first 2 overtime hours for Part Time employees worked and a loading of 100% for all overtime hours for Part Time employees worked in excess of 2 hours in the relevant single week roster period.

How are shift loadings calculated for Store Staff and Doughnut Factory Staff?

19.11 To compensate you for working Saturdays, Store Staff will be entitled to a loading of 25% of your Base Hourly Rate of Pay.

19.12 To compensate you for working Sundays, Store Staff will be entitled to a loading of 40% of your Base Hourly Rate of Pay.

19.13 To compensate you for working certain shifts all Store Staff and Doughnut Factory Staff will receive the following loadings:

Nights

If you are rostered to work between 12.01am and 5.00am Monday to Friday, you will be entitled to a loading of 20% of your Base Hourly Rate of Pay.

Public Holidays

If you work on a Public Holiday you will be entitled to a loading of 130% of your Base Hourly Rate of Pay.

Hours Worked Greater than 11 Hours

If you agree to work a shift that extends beyond 11 hours (inclusive of paid rest breaks) you will be entitled to a loading of 50% of your Base Hourly Rate of Pay for the hours worked by you in excess of 11, unless you are otherwise eligible to be paid a shift loading for the hours worked by you in accordance with this clause. You will be paid the higher of applicable loadings.

Hours Worked as a Mentor

If you are a Krispy Crew nominated by Krispy Kreme as a Mentor and you are rostered to work a shift that has been designated by Krispy Kreme as a Mentoring Shift you will be entitled to a loading of 5% of your Base Hourly Rate of Pay for each hour worked in such a capacity.

- 19.14 For the avoidance of doubt, a Casual employee will be paid the above loadings calculated on the relevant Base Hourly Rate of Pay (exclusive of casual loading) plus the casual loading on the relevant Base Hourly Rate of Pay.
- 19.15 The conditions below apply to the calculation of shift loadings:
- 19.15.1 The above shift loadings are not payable for overtime hours or overtime hours for Part Time employees.
 - 19.15.2 Hours worked in excess of 11 hours on a single shift are not included in the assessment of a Part Time employee's Contract Hours for the week or in calculating overtime hours or overtime hours for Part Time employees.
 - 19.15.3 Hours worked on a Public Holiday will also not be included in calculating overtime hours or overtime hours for Part Time employees.
 - 19.15.4 Shift loadings are not cumulative.
- 19.16 Store Management are not entitled to payment for additional hours or to the above loadings. The Base Salary includes an amount which is compensation for working on these days.

20. What about Superannuation?

- 20.1 Krispy Kreme will make Superannuation contributions consistent with the *Commonwealth Superannuation Guarantee (Administration) Act 1992*. Krispy Kreme will make available a choice of complying Superannuation funds. If you fail to nominate a complying Superannuation fund, Krispy Kreme will comply with Superannuation stapling requirements and then if no fund is identified make Superannuation contributions on your behalf into the applicable nominated Krispy Kreme Fund which is REST.
- 20.2 You may make personal Superannuation contributions in addition to those made by Krispy Kreme on the following conditions:
- 20.2.1 You may either choose to make before or after tax Superannuation contributions. If you choose to make before tax contributions (i.e. salary sacrificing) this contribution may lead to a reduction in your normal weekly pay by an amount equivalent to your before tax contribution. The adjusted rate will be the basis for the calculation of all entitlements under this Agreement;
 - 20.2.2 You must notify Krispy Kreme in writing to pay the additional contributions;
 - 20.2.3 Upon receipt of written authorisation from you Krispy Kreme will commence making these additional payments, via payroll deductions, into the fund on your behalf; and
 - 20.2.4 You may vary the amount of your additional contributions once each year by written authorisation. Krispy Kreme will alter your additional contributions within 14 days of receipt of such authorisation.

20.3 Subject to the rules of the relevant Superannuation fund, Krispy Kreme will make Superannuation contributions into a complying Superannuation fund to avoid being required to pay the Superannuation charge under Superannuation legislation:

20.3.1 While an employee is on a period of authorised paid leave; and

20.3.2 While an employee who remains employed by Krispy Kreme is in receipt of statutory workers compensation payments (up to a maximum of 52 weeks).

21. What breaks am I entitled to?

21.1 Paid rest break and unpaid meal break entitlements for each shift are outlined below.

	Paid Rest Break	Unpaid Meal Break
If you work 4 hours and up to 5 hours	10 minutes	None
If you work 5 hours and up to 8 hours	10 minutes	30 minutes
If you work more than 8 hours	2 x 10 minutes	30 minutes

21.2 All breaks are to be taken as determined by Krispy Kreme (subject to clause 21.3) and directed by your Manager. The timing of the paid rest and unpaid meal break is intended to provide a meaningful break for you during your work hours.

21.3 You cannot be compelled to:

21.3.1 Take a paid rest break or unpaid meal break within the first or last hour of your shift;

21.3.2 Take a paid rest break combined with a meal break; or

21.3.3 Work more than 5 hours without taking an unpaid meal break.

21.4 Unpaid meal breaks do not count as time worked.

22. What Allowances am I entitled to?

22.1 If you are required in writing by Krispy Kreme to use your own vehicle in the performance of your duties, you will be provided with a kilometre reimbursement allowance in accordance with the ATO rate per kilometre for the use of their personal motor vehicle which is currently \$0.88 cents per kilometre. Krispy Kreme requires all employees eligible to receive the kilometre reimbursement allowance to maintain appropriate documentary records of the business travel and to submit such records within 1 pay period of accrual of this entitlement.

22.2 If you are a Full Time Krispy Team Leader or Krispy Crew holding a First Aid Certificate and you are appointed in writing by Krispy Kreme as the First Aid Officer, you will receive an allowance of \$0.45 cents per hour up to a maximum of \$17.16 per week for any week during which you are appointed to perform first aid duty.

22.3 Where you are employed as Store Staff and you commence your rostered shift after 11:00pm, and/or cease to work on any day prior to 6.00am, Krispy Kreme will reimburse you for the cost of transport from your place of work to your usual place of residence (subject to you providing Krispy Kreme with a suitable invoice or receipt) in the following circumstances:

22.3.1 Regular means of transport is not available; or

22.3.2 You have elected not to provide your own transport; and/or

22.3.3 Krispy Kreme has been unable to arrange alternative transport for you.

23. How will I be paid?

Wages will be paid weekly by way of Electronic Funds Transfer based on the actual hours you worked in the weekly pay cycle.

Part 4 - My Leave

All employees are entitled to leave in accordance with the Standards set out in the Act.

Casual employees have no entitlement to paid leave unless otherwise stipulated in the Standards set out in the Act or this Agreement.

24. Annual Leave

24.1 Full Time and Part Time employees will be entitled to paid annual leave in accordance with the Standards set out in the Act. If you are engaged as a Full Time employee, you will be entitled to 20 days paid annual leave per annum. A Part Time employee is entitled to annual leave on a pro-rata basis of the Full Time employee's annual leave accrual based on their regular ordinary hours. If you are a shift worker (as defined in the Standards), you will be entitled to additional annual leave in accordance with the Standards.

24.2 You must give 4 weeks' notice of your intention to take annual leave. Whilst on annual leave you will be paid the amount of wages you would have received in respect of the period of annual leave had you been working in accordance with your regular roster however no loadings or overtime will apply.

24.3 Any accrued or pro rata annual leave entitlement will be paid upon termination of employment at your hourly rate on termination.

24.4 Krispy Kreme may require you to take annual leave in accordance with the Standards. If Krispy Kreme requires you to take annual leave, Krispy Kreme will provide you with a minimum of 4 weeks' notice.

24.5 You may elect to have accrued but untaken leave "paid out" as cash in accordance with the following:

24.5.1 The approval of cashing out of annual leave is at the discretion of Krispy Kreme and takes into account the needs of the business and the relevant occupational, health and safety considerations.

- 24.5.2 If you cash out annual leave, the leave will be calculated on your Base Hourly Rate of Pay.
- 24.5.3 Annual leave must not be cashed out if the cashing out would result in your remaining accrued annual leave entitlement being less than 4 weeks.
- 24.5.4 The agreement to cash out annual leave must be in a separate written agreement between you and Krispy Kreme.

25. Personal Leave

- 25.1 Full Time employees are entitled to 10 days personal leave per year of employment which may be used as:
 - 25.1.1 Paid sick leave, when you are sick or injured; or
 - 25.1.2 Paid carer's leave, which you may take when you need to provide care or support to a member of your immediate family or household due to the illness or injury of that person or an unexpected emergency that affects that person.
- 25.2 A Part Time employee is entitled to personal leave on a pro rata basis. Personal leave accrues based on your regular ordinary hours.
- 25.3 Krispy Kreme may require the production of a medical certificate from a medical practitioner, statutory declaration or other reasonable evidence specifying the reason for the absence for:
 - 25.3.1 Absences in excess of a single day; or
 - 25.3.2 A single day absence if it occurs either side of a non-working day
- 25.4 You must contact Krispy Kreme as soon as reasonably practicable if you are taking personal leave and where possible at least 3 hours prior to your rostered starting time. You must state the nature of the leave, the illness or injury and the estimated duration of the absence.
- 25.5 If you are caring for a person who has a long-term disability or illness, then once per calendar year you can provide evidence of the need to take leave for this purpose. This evidence will apply for any future carer's leave required for this specific caring responsibility for the next 12 month period. Krispy Kreme may request further evidence within the 12 month period if it is reasonable to do so.
- 25.6 If you are stood down in accordance with the Act you will be able to continue to access personal leave during any stand down period, subject to the provision of reasonable evidence.
- 25.7 Untaken personal leave will accumulate from year to year.
- 25.8 Your accumulated personal leave will not be paid out on the termination of your employment.

26. Long Service Leave

26.1 Employees covered by this Agreement will be entitled to long service leave on full pay, subject to, and in accordance with the provisions of the relevant State or Territory legislation.

27. Compassionate Leave

27.1 Full Time and Part Time employees will be entitled to be paid compassionate leave in accordance with the Standards:

27.1.1 Where an immediate family member or household member:

27.1.1.1 Contracts or develops a personal illness that poses a serious threat to their life; or

27.1.1.2 Sustains a personal injury that poses a serious threat to their life; or

27.1.1.3 Dies; or

27.1.2 A child is stillborn where the child would have been a member of an employee's immediate family or household, if the child was born alive ; or

27.1.3 The employee or the employee's current spouse or current de facto partner has a miscarriage.

27.2 The entitlement to compassionate leave will be 5 days per occasion upon the death of a parent, partner or child and in the event of miscarriage or stillbirth. The entitlement for all other circumstances will be 3 days per occasion.

27.3 Casuals are entitled to unpaid compassionate leave in accordance with the Standards.

27.4 On request, proof of the compassionate leave entitlement must be supplied to Krispy Kreme.

28. Community Service Leave (including Jury Service)

You will receive community service leave in accordance with the Standards. Community service leave includes jury service and voluntary emergency management activities. It is important that you notify Krispy Kreme as soon as possible of the date upon which you propose to commence community service leave. If required, you must give your Manager proof of your attendance and the duration of such attendance.

29. Family and Domestic Violence Leave

29.1 All employees are entitled to 10 days paid family and domestic violence leave per annum in accordance with the Standards.

29.2 Casuals are entitled to take family and domestic violence leave regardless of whether a shift in the period of absence has been rostered and accepted. Casuals who take family and domestic violence leave on a day they are not rostered to work, will be paid for 5 hours for the day at ordinary rates of pay (exclusive of penalties).

29.3 Krispy Kreme may require you to provide evidence that would satisfy a reasonable person

of your requirement to take family and domestic violence leave if requested by Krispy Kreme.

30. Public Holidays

Employees are entitled to Public Holidays in accordance with the Standards. Employees are entitled to be absent from work on a Public Holiday, however you may agree to work a Public Holiday.

31. Parental Leave

- 31.1 Parental leave will be available to eligible employees in accordance with this Agreement and in accordance with the Act. Parental leave will be approved by Krispy Kreme in accordance with the provisions of the Act.
- 31.2 Eligibility for paid parental leave is available to Full Time and Part Time employees who are eligible for unpaid parental leave in accordance with the Act as set out below:
- 31.2.1 12 weeks paid parental leave for an employee who will be the primary carer after the birth of a child or placement of child for adoption where the child is under 2 years of age.
 - 31.2.2 Up to 2 weeks paid parental leave for an employee who will be the secondary carer after the birth of a child or placement of child for adoption where the child is under 2 years of age.
 - 31.2.3 Krispy Kreme will make Superannuation contributions on paid parental leave funded by Krispy Kreme.
- 31.3 These parental leave payments will be made in the normal manner and will be based on an average of the employee's Ordinary Hours of work for the 3 months immediately prior to the commencement of the leave.
- 31.4 The following is a guide only to the current requirements of parental leave under Act:
- 31.4.1 You must provide 10 weeks' written notice of the proposed parental leave along with the amount of leave sought. A medical certificate or other suitable documentation evidencing the need for the leave needs to accompany this notice;
 - 31.4.2 At least 5 weeks prior to taking the leave you need to advise Krispy Kreme, in writing, of the date you will be commencing the leave;
 - 31.4.3 You must advise Krispy Kreme whether your spouse (as defined in the Act) is also taking parental leave;
 - 31.4.4 You must give 5 weeks' written notice of your intention to return from parental leave.
- 31.5 Subject to the Standards, casual employees have no entitlement to paid parental leave.
- 31.6 Your accrued leave will be communicated to you in hours. All requests for paid leave must

be made in writing and in hours. Your request for leave should not total more than 38 hours per weekly pay cycle.

31.7 By mutual agreement, a Full Time employee may return to work on a Part Time basis, and a Part Time employee may return to work on fewer Part Time hours.

32. Flexibility

You and Krispy Kreme may enter into an Individual Flexibility Agreement (**IFA**) in accordance with the Act and Annexure C of this Agreement.

33. Consultation Procedure

Krispy Kreme will communicate as reasonably practical in relation to a definite decision by Krispy Kreme to introduce a major change to production, program, organisation, structure, or technology of its business or if Krispy Kreme proposes to introduce a change in the regular roster or ordinary hours of work of employees, in circumstances where the change is likely to have a significant effect on employees. Krispy Kreme and you agree to engage in the Consultation Procedure set out in Annexure D of this Agreement.

34. Delegates' Rights

The delegates rights clause as contained in the *Fast Food Industry Award 2020* will apply as a term of this Agreement.

35. Right to Disconnect

You have the right to disconnect in accordance with the Act unless doing so is unreasonable. The Act refers to the circumstances to be considered when determining whether refusal is unreasonable.

Part 5 - Leaving Krispy Kreme

36. What notice period is required?

36.1 The following notice periods will apply to Full Time or Part Time employees for termination of employment by either party to the Agreement:

Period of Continuous Service	Notice Period
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

36.2 If you are over 45 years of age you are entitled to 1 extra weeks' notice if you have completed at least 2 years of continuous service (other than in instances of serious misconduct when no notice is payable).

- 36.3 All Casual engagements will be terminable on 3 hours' notice. However, if a Casual engagement is terminated during a shift, the Casual employee will be paid for the entire duration of the rostered shift.
- 36.4 Notwithstanding the above, Krispy Kreme may terminate your employment without notice (or payments in lieu of notice) for conduct justifying instant dismissal including, but not limited to, misconduct or neglect, theft, fraud, refusal to work as directed, unacceptable or offensive behaviour, harassment of a fellow workplace participant, breaches of customer/client confidentiality and the consumption of illegal drugs or alcohol while on duty or turning up for work or attempting to do so under the influence of drugs or alcohol.
- 36.5 Krispy Kreme may elect to terminate your employment by making a payment in lieu of notice (if you are a Full Time or Part Time employee entitled to notice).

37. What happens if my role is made redundant?

A redundancy occurs when Krispy Kreme determines that the position being performed by an employee is no longer required to be performed by anyone, and that this decision is not due to the ordinary and customary turnover of labour. Eligible employees will be entitled to redundancy pay set out in the Standards in the Act where they are not redeployed.

Part 6 - Resolving Disputes

Any disputes will be resolved in accordance with the dispute resolution procedure set out in Annexure B.

Part 7 - Doughnut Factory Staff

The benefits set out in Part 7 apply only to Doughnut Factory Staff unless otherwise specified.

Evenings	If you are approved by Management and rostered to work a shift finishing between 6:01pm and 12:00 midnight Monday to Friday, you will be entitled to an additional loading of 5% of your Base Hourly Rate of Pay for the hours of work that occur after 6:01pm.
Saturdays	If you are a Full Time, Part Time or Casual Doughnut Factory Staff member, or a Krispy Crew or Krispy Team Leader working in a 100% dedicated production or processing role within a Theatre Shop, and you are rostered to work on a Saturday, you will be entitled to an additional loading of 35% of your Base Hourly Rate of Pay.
Sundays	If you are a Full Time, Part Time or Casual Doughnut Factory Staff member who is rostered to work on a Sunday, you will be entitled to an additional loading of 75% of your Base Hourly Rate of Pay.

For the avoidance of doubt, a Casual employee will be paid the above loadings calculated on the relevant Base Hourly Rate of Pay (exclusive of casual loading) plus the casual

loading on the relevant Base Hourly Rate of Pay.

Part 8 - Store Management and Doughnut Factory Management

38. What are the details of my salary?

The National Minimum Base Salaries for Store Management and Doughnut Factory Management employees are set out in Part 3.

39. What happens when I work additional hours?

39.1 Your Base Salary takes into account that your work may be rostered on any day during the week and may commence at any time over a 24 hour period. No additional remuneration will be payable for working particular days of the week or hours of the day or night.

39.2 Your Base Salary takes into account any additional hours you may be required to work and no additional remuneration will be payable for such additional hours. Subject to operational requirements Krispy Kreme may agree to provide time off in lieu.

40. What happens when I work a public holiday?

If you agree to work on a Public Holiday, Krispy Kreme will provide you with time off in lieu of any payment for such hours worked on a public holiday on an hour-for-hour basis. You must seek prior approval from Krispy Kreme before taking time off in lieu.

41. When will performance and salary reviews occur?

Salary reviews normally occur in the first quarter of each calendar year and at this time you may receive an increase in your Base Salary. The quantum and timing of any salary increase will be influenced by the performance of Krispy Kreme, the performance of your Store or Factory, your individual performance and will be at the sole discretion of Krispy Kreme.

42. What is the Krispy Kreme Store Management and Doughnut Factory Management incentive program?

42.1 Krispy Kreme recognises the contribution of their Store Management and Doughnut Factory Management team to the success of our business. Consequently, we reward our Store Management and Doughnut Factory Management team with a guaranteed incentive program as set out below:

42.1.1 If you are a Full Time Assistant Manager at the time of the bonus payment, you will receive a minimum guaranteed bonus payment of \$1,000 per annum plus statutory Superannuation contributions (pro-rated for Part Time employees).

42.1.2 If you are a Full Time Manager at the time of the bonus payment, you will receive a minimum guaranteed bonus payment of \$2,000 per annum plus statutory Superannuation contributions (pro-rated for Part Time employees).

- 42.2 If you are a Store Management or Doughnut Factory Management employee who has not worked or been employed by Krispy Kreme for the entire bonus period as a Manager, you will be entitled to a pro-rata bonus payment based on your commencement date into the role.
- 42.3 You will not be entitled to a bonus payment or pro-rated payment under the following circumstances:
- 42.3.1 You resign or leave the employment of Krispy Kreme prior to the bonus payment date.
 - 42.3.2 You have been granted a period of unpaid leave in excess of 12 weeks in any bonus period.
 - 42.3.3 You have been employed in a Store Management or Doughnut Factory Management position for less than 12 weeks in any bonus period.

43. Exclusions

Store Management and Doughnut Factory Management are not eligible to receive overtime payments, allowances, additional remuneration for any additional hours worked or shift loading payments as outlined in this Agreement. Subject to prior agreement with Krispy Kreme, you may be permitted time off in lieu of additional hours on an hour for hour basis.

Part 9 - Additional Benefits

44. What additional benefits are available to all employees?

- 44.1 Access to the Employee Assistance Program for all employees and employees' family members.
- 44.2 Employees are supplied with a uniform to wear at work.

45. What are the additional benefits for Store Management and Doughnut Factory Management?

1 additional day of paid leave per annum calculated with reference to your Base Salary and subject to the terms outlined in Krispy Kreme's Leave Policy.

Annexure A - Definitions

1. **Act** means *Fair Work Act 2009* (Cth) as amended from time to time.
2. **Agreement** means the Krispy Kreme National Enterprise Agreement 2024.
3. **Base Hourly Rate of Pay** means your applicable Full Time Base Salary divided by 52 divided by 38.
4. **Base Salary** means annualised base rate of pay for a Full Time employee without any loadings, penalty payments or allowances.
5. **Casual** means employees engaged without a firm advancement of work in accordance with clause 15A of the Act. The following conditions apply to a casual:
 - The hourly rates of pay for casual employees are specified in this Agreement. This Casual hourly rate of pay includes a loading of 25%, unless otherwise specified in this Agreement. Accordingly, casual employees have no entitlement to paid leave or redundancy benefits.
 - Casual employees will be engaged for a minimum number of 4 consecutive hours on any Monday to Saturday they are engaged to perform work. However, a casual employee may be rostered to work for a minimum for 3 consecutive hours if they are 16 years and under or the Casual employee elects a 3 hour shift.
 - A Casual employee may be rostered for 1 hour to participate in a team meeting or training on no more than 4 occasions per calendar year where the employee strictly volunteers to attend.
 - Casuals may have the right to Casual conversion in accordance with the Act.
6. **Continuous Service** means the employees' service as a Full Time or Part Time employee with Krispy Kreme.
7. **Contract Hours** are the hours a Part Time employee will be guaranteed to be provided and paid in a single week roster period. A Part Time employee's Contract Hours will be no less than 10 hours (7 hours for those who have elected to remain on less than 10 hours as outlined in Paragraph 21 below) and no more than 37 hours in each single week roster period.
8. **Doughnut Factory** means a primarily non-consumer facing premises owned or operated by Krispy Kreme for the primary purpose of the making and distribution of Krispy Kreme products.
9. **Doughnut Factory Management** means a person appointed as such by Krispy Kreme including the positions of Assistant Manager or Manager within a Doughnut Factory.
10. **Doughnut Factory Staff** means a Krispy Crew or Team Leader as defined principally performing work at a Doughnut Factory.
11. **Employee** means the employee of Krispy Kreme who is covered by the operation of this Agreement.

12. **Full Time employees** are those employees engaged to work no less than 38 hours per weekly roster cycle. A Full Time employee may be rostered for 1 hour to participate in a team meeting or training on no more than 4 occasions per calendar year where the employee strictly volunteers to attend.
13. **Immediate Family** means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person; or a child placed on a permanent care order or long term foster arrangement; or someone who is reasonably considered "found family" or someone who is related by Aboriginal and Torres Strait Island kinship rules.
14. **Krispy Kreme** means Krispy Kreme Australia Pty Limited trading as Krispy Kreme (ABN: 59 099 478 663).
15. **Mentor** means those Krispy Crew employees nominated in writing by Krispy Kreme to provide professional guidance, assistance and support to employees.
16. **Mentoring Shift** means a shift where a Krispy Crew employee is rostered to work a shift that has been designated by Krispy Kreme as a shift where the employee is required in addition to their normal duties to act as a Mentor for the duration of the shift.
17. **Nights** means a shift where an employee is rostered to work between 12.01am and 5.00am Monday to Friday.
18. **Ordinary Hours** means hours to be worked up to 38 hours in any weekly cycle.
19. **Overtime Hours** means hours worked by Store Staff or Doughnut Factory Staff at the direction of their Manager in excess of 38 hours in any single week roster period.
20. **Overtime Hours for Part Time employees** means any hours worked by Part Time employees at the direction of their Manager in excess of their Contract Hours and any rostered Part Time Additional Rostered Hours in each single week roster period in accordance with this Agreement unless the Part Time employee has provided standing written consent to work additional hours in accordance with Clause 19.5.
21. **Part Time employees** are those employees appointed as such who are engaged to work on a regular basis less than 38 hours per weekly roster cycle. The following conditions apply to Part Time employees:
 - Part Time employees will be rostered to work for a minimum number of 4 consecutive hours on any day they are rostered to perform work. However, a Part Time employee may be rostered to work for a minimum 3 consecutive hours if they are 16 years and under or the Part Time employee elects a minimum 3 hour shift and Krispy Kreme agrees.
 - A Part Time employee must be required to be rostered for no less than 10 hours in a single week roster period however, a Part Time employee employed at the time this agreement may at their election continue to work less than 10 hours per week.
 - A Part Time employee may be rostered for 1 hour to participate in a team meeting or training on no more than 4 occasions per calendar year where the employee

strictly volunteers to attend.

- Where over a 12 month period, a Part Time employee works an average of more than their contracted hours, they can request and Krispy Kreme will provide a new contract of either 10, 14, 21 or 28 hours. The contracted hours will be those closest to their average hours worked in the previous 12 months.

22. **Part Time Additional Rostered Hours** means any hours Krispy Kreme rosters a Part Time employee to work in addition to their Contract Hours in a single weekly roster that when combined do not exceed 38 hours per weekly roster cycle.
23. **Senior Management** means a person appointed as such by Krispy Kreme.
24. **Store Management** means a person appointed as such by Krispy Kreme including the positions of Assistant Manager or Manager within a Krispy Kreme Store.
25. **Standards** refers to the National Employment Standards set out in the *Fair Work Act 2009* (Cth).
26. **Store** means any outlet or facility involved in the making, selling or distributing of Krispy Kreme products or other products made by Krispy Kreme Australia.
27. **Store Staff** means a Krispy Crew or Team Leader as defined principally performing work at a Store including Theatre Shops.
28. **Spouse** for the purposes of this Agreement only means a spouse, a former spouse, a de facto spouse or a former de facto spouse and includes a person of the same or opposite sex.
29. **Theatre Shop** is a Store that has the capabilities to manufacture and produce all fresh doughnuts on site. A Theatre Shop has the capacity to supply fresh doughnuts to other Stores or Commercial Partners (DFD Doors).
30. **Training** is the completion of any compulsory formal training that a Krispy Crew, Team Leader or Manager has to undertake as part of their job function/role.
31. **Week** means Monday to Sunday.

Annexure B - Grievance Procedure

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards,this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors, management and/or people and culture.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, either party may elect for the Fair Work Commission to:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit

the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Annexure C - Flexibility Arrangements

- (1) An employer and employee covered by this enterprise agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the agreement if:
 - (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (1)(a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the IFA:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement

within 14 days after it is agreed to.

- (5) The employer or employee may terminate the IFA:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

Annexure D - Consultation Procedure

- (1) This term applies if the employer:
 - (a) 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
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative,the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) 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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative,
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

Signed for and on behalf of Krispy Kreme Australia Pty Ltd	
Name:	
Signature:	
Date:	
Explanation of person's authority to sign the Agreement:	
Address:	

Signed for and on behalf of Employees	
Name:	
Signature:	
Date:	
Explanation of person's authority to sign the Agreement:	
Address:	