



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited T/A Coles and Bi Lo (AG2015/1164)

COLES STORE TEAM ENTERPRISE AGREEMENT 2014-2017

Retail industry

COMMISSIONER BULL

SYDNEY, 10 JULY 2015

Application for approval of the Coles Store Team Enterprise Agreement 2014 - 2017, questions over better off overall test, undertakings requested and provided, agreement approved.

[1] An application has been made by Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited (Coles/the applicant) for the approval of an enterprise agreement known as the *Coles Store Team Enterprise Agreement 2014 - 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Agreement is stated to cover “wages-paid” team members employed by Coles who are engaged to perform work for stores throughout Australia in respect of the classifications listed in the Agreement. The accompanying statutory declaration to the application (F17), states that 77,507 employees will be covered by the Agreement of which 36,016 participated in the voting process, and of whom 32,966 voted in favour of making the Agreement.

[3] The Agreement will replace a number of existing agreements:

- *Coles Supermarkets (Australia) Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011,*
- *Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011,*
- *Coles Supermarkets Australia Pty. Ltd. and AMIEU Victorian Meat Agreement 2011,*
- *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012,*
- *Coles Supermarkets (Australia) Pty. Ltd. and Australasian Meat Industry Employees’ Union Western Australian Agreement 2012;* and
- *Coles Supermarkets South Australia Meat Agreement 2012* (after its nominal expiry date of 31 August 2015).

[4] The following unions were bargaining representatives for the Agreement:

- i. Australasian Meat Industry Employees' Union (AMIEU);
- ii. Transport Workers' Union of Australia (TWU);
- iii. Shop Distributive and Allied Employees' Association (SDA); and
- iv. Australian Workers' Union (AWU).

[5] There were two employee bargaining representatives.

Relevant Statutory Provisions

[6] In approving an enterprise agreement the Fair Work Commission (the Commission) must be satisfied that the requirements of s.186 are met which in part states:

“Section 186 When the FWC must approve an enterprise agreement—general requirements

Basic rule

186(1) If an application for the approval of an enterprise agreement is made under section 185, the FWC must approve the agreement under this section if the requirements set out in this section and section 187 are met.

Note: The FWC may approve an enterprise agreement under this section with undertakings (see section 190).

Requirements relating to the safety net etc.

186(2) The FWC must be satisfied that:

- (a) if the agreement is not a greenfields agreement—the agreement has been genuinely agreed to by the employees covered by the agreement; and
- (b) if the agreement is a multi-enterprise agreement:
 - (i) the agreement has been genuinely agreed to by each employer covered by the agreement; and
 - (ii) no person coerced, or threatened to coerce, any of the employers to make the agreement; and
- (c) the terms of the agreement do not contravene section 55 (which deals with the interaction between the National Employment Standards and enterprise agreements etc.); and
- (d) the agreement passes the better off overall test.”

(my underline)

Better off Overall Test (BOOT)

[7] As prescribed by s.186(2)(d) underlined above, in order to approve an agreement the Commission must be satisfied that the Agreement passes the better off overall test (BOOT).

[8] Section 193(1) of the Act defines the BOOT in the following manner;

“193(1) An enterprise agreement that is not a greenfields agreement *passes the better off overall test* under this section if the FWC is satisfied, as at the test time, that each award covered employee, and each prospective award covered employee, for the agreement would be better off overall if the agreement applied to the employee than if the relevant modern award applied to the employee.”

[9] The negotiation of an enterprise agreement allows the employer and its employees to negotiate an agreement that best fits the business and employee needs of the enterprise. As the objects of Part 2-4 Enterprise Agreements of the Act state, there is a focus on providing a simple, flexible and fair process that enables collective bargaining at the enterprise level that deliver productivity benefits. On this basis it is unremarkable that some terms and conditions of an enterprise agreement will be less beneficial than that provided by the relevant award while other terms and conditions will provide a greater benefit. Where this occurs, the Commission is required to be satisfied that each employee would be better off overall. This requires a global assessment to be conducted, rather than the identification of any single provision. As defined in the 5th edition of the *Australian Concise Oxford Dictionary* ‘overall’ means ‘taking everything into account’, ‘taken as a whole’.

[10] This approach was taken by the Full Bench in *Armacell Australia Pty and Others*¹ where they stated:

“The BOOT, as the name implies, requires an overall assessment to be made. This requires identification of terms which are more beneficial for an employee, terms which are less beneficial and an overall assessment of whether an employee would be better off under the agreement.”

[11] The breath of coverage, the multiplicity of classifications, the extensive employee numbers and the variety of hours worked by employees no doubt presented challenges in ensuring that each employee and prospective employee would be better off overall, than if the relevant modern award applied.

[12] At 3.4 of the applicant’s *Employer’s statutory declaration in support of an application of an enterprise agreement* (F17) there were a number of terms and conditions that were declared by the applicant as being more beneficial than those contained in the *General Retail Industry Award 2010* (the Award) being the relevant award for the purpose of the BOOT. Without listing all the more beneficial terms and conditions in their entirety they include superior wage rates² with annual increases and improvements to public holiday and leave entitlements.

¹ [2010] FWAFB 9985 at [41].

² Not including junior wage percentages

[13] The applicant at 3.5 of the F17 specified a number of terms and conditions that were less beneficial when compared to the Award. At 3.6 the applicant states that in their view the Agreement passes the BOOT.

[14] As extracted above; s.186(2)(d) of the Act requires the Commission to be satisfied that the BOOT has been met prior to approving the Agreement. As the Agreement contained a number of lesser entitlements, a separate BOOT analysis was undertaken by the Commission.

[15] The lesser entitlements appeared to include:

- (a) reduced casual loading,(20% as compared to 25% in Award);
- (b) reduced percentage of the appropriate adult rate (percentage pay rate) for 17 and 18 year olds;
- (c) no penalty loading for shifts commencing at or after 6pm for hours worked on Saturdays for casual employees;
- (d) no overtime rates for casuals for hours worked after 6pm on Saturdays; and
- (e) reduced penalty rate for Sunday work (50% for work between 6am to 9pm as compared to 100% in Award for all Sunday hours)³

[16] This exercise resulted in the observation that casual and junior employees under the Agreement who work in circumstances covering the subject matters in (a) to (b) above may be worse off under the Agreement. In respect of the reduced casual and junior rates, the approval application completed by the applicant indicated that 27,765 employees to be covered by the Agreement are casual and 18,273 employees are under 21 years of age.⁴

Undertakings

[17] Where the Commission has a concern that an agreement does not meet the requirements set out in s.186 and s.187 which includes that the agreement does not pass the BOOT, s.190 provides the employer with an opportunity to provide a written undertaking acceptable to the Commission aimed at meeting those concerns see *Re BUPA Care Services*.⁵

[18] In *Re McDonald's Australia Enterprise Agreement 2009*⁶ the Full Bench held that the role of the Commission includes facilitating enterprise agreements:

“[13] The appellants emphasised the facilitative aspects of these objectives. We agree that these objectives place the primary role for making enterprise agreements on the parties to those agreements and their representatives and that the role of Fair Work Australia (FWA) [as it was then known] includes facilitating the making of enterprise agreements. In general we believe that the requirements for approval should be considered in a practical, non-technical manner and that reasonable efforts should be made to clarify matters with the parties and consider undertakings to clarify or remedy concerns to the extent that these may be available under s.190 of the Act.”⁷

³ Some rates under existing agreements were maintained for existing employees

⁴ As of 1 July 2015 the Award provides that employees aged 20 receive the adult rate

⁵ *BUPA Care Services v P & A Securities Pty Ltd as trustee for the D'Agostino Family Trust T/as Michel's Patisserie Murwillumbah and others* [2010] FWAFB 2762 at (49).

⁶ [2010] FWAFB 4602.

⁷ *Re McDonald's Australia Enterprise Agreement 2009* [2010] FWAFB 4602 at [13].

[19] In attempting to facilitate the approval of the Agreement and ensuring that the Agreement satisfied the BOOT, I wrote to Coles requesting undertakings to address my concerns.⁸ The correspondence also contained some indicative rosters to demonstrate the potential wage deficiencies identified. In particular undertakings were sought in the following terms:

- the casual loading rate be increased to 25% as per the Award;
- junior wages for employees aged 19 or under to receive the same percentage of the adult rate prescribed in the Award (noting that 20 year olds are treated as adults under the Agreement);and
- a reconciliation clause which allows employees a right to request to have their take home pay reviewed in comparison to what they would have received under the Award and back pay an employee in the event an employee's take home pay under the Agreement is found to be less than what they would have received under the Award.

[20] Concerns relating to the requirement under s.205 of the Act to consult about a change of roster or change to ordinary hours of work and to allow an employee to be represented for the purposes of that consultation were also raised.

[21] On 17 June 2015, correspondence was received from the applicant's legal representative Mr Chris Gardner, a partner in the law firm Seyfarth Shaw Australia, which addressed the concerns raised by the Commission by providing a number of written undertakings.

[22] The response provided the written undertakings substantially in the form requested.

[23] The undertakings are:

- the casual loading will increase from 20% to 25%;
- the percentage pay rate for 17 and 18 year old (non-trades) team members raised to 60% and 70% respectively under the relevant classifications⁹; and
- provision of a reconciliation term for casual and junior (non-trades) employees to ensure that the take home pay for any 4 week roster cycle under the Agreement be greater than what they would otherwise be entitled to under the Award. The request is to be made within 28 days of the expiry of the relevant reconciliation period.¹⁰

[24] The undertakings provided by Coles address the Commission's concerns, in particular the casual loading and percentage pay rates for junior team members are now aligned with the respective entitlements under the Award.

[25] The reconciliation undertaking ensures that casuals and junior employees have the right to review their take home pay in comparison to what they would have received under the

⁸ On 9 June 2015 a letter was sent copied to the bargaining representatives.

⁹ The undertaking makes note that under the Agreement, effective from 6 June 2016, 18 year old junior (non-trades) team members wage rate will increase to 75% of the adult rate.

¹⁰ Reconciliation period means each 12 month period calculated from the team member's anniversary date, or the period from the commencement date of the Agreement until their anniversary date, or the period between the expiry of the last reconciliation period and the termination of the team member's employment.

Award. Further, in the event that such employees were found to have received less take home pay under the Agreement they will be entitled to reconciliation top up payment.

[26] The AMIEU, in its *Statutory declaration of employee organisation in relation to an application for approval of an enterprise agreement* (F18) raised concerns with the Agreement satisfying the BOOT as a result of a combination of lower percentage pay rates for 17 and 18 year olds, and the reduction of penalty rates.

[27] The concerns and undertaking request from the Commission to Coles and Coles response was copied to all bargaining representatives.

[28] In response to the undertakings provided by Coles, the AMIEU raised concerns about the reconciliation undertaking and in particular the time periods specified by Coles for this process to occur, as well as the classes of employees covered by the undertaking. I have had regard to the AMIEU's observation but am satisfied the undertakings provided although not identical to that requested, are appropriate.

[29] Taking into account the relatively higher rates of pay under the Agreement and the undertakings provided by Coles, I am satisfied that the Agreement results in employees being better off overall under the Agreement.

Consultation Term

[30] With respect to the consultation term contained in clause 8.1 of the Agreement-*Introduction of major change*, the Commission referred the applicant to the criteria to be satisfied under s.205 of the Act, and in particular the requirement for a consultation term which includes:

- the requirement for the employer to consult employees with regard to a 'change of employees regular roster' or 'ordinary hours of work'; and
- that at any stage an employee may be represented.

[31] I accept as was submitted by the applicant, that the requirement under s.205(1A) to consult with employees about a change to their regular roster or ordinary hours of work while not contained in Part 8 *Change and Resolving Disputes* are met via clause 4.6 of the Agreement - *Establishing or changing rosters - permanent team members*.

[32] Coles further submitted an undertaking which provides that at any stage during the consultation process regarding a change to rosters or ordinary hours, employees may be represented. As noted above, undertakings can be accepted where the Commission has concerns regarding ss. 186 and 187. The consultation requirements found under s.205 cannot be remedied by undertakings. Accordingly, pursuant to s.205(2) of the Act, the model consultation term at Schedule 2.3 of the *Fair Work Regulations 2009* will be taken to be a term of the Agreement. A copy of the model term is attached at **Annexure A**.

[33] The undertakings provided by Coles in regard to all other matters are taken to be a term of the Agreement. A copy of the undertakings is attached at Annexure B.

[34] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[35] The TWU, SDA, AWU, and AMIEU being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. All unions support the approval of the Agreement, with the AMIEU stating support is contingent on the Agreement meeting the BOOT. Suffice to say the Agreement cannot be approved without meeting the requirements of the BOOT¹¹.

[36] In accordance with s.201(2) of the Act, I note that the Agreement covers these employee organisations.

[37] The Agreement is approved. In accordance with s.54(1), the Agreement will operate from 17 July 2015. The nominal expiry date of the Agreement is 31 May 2017.

[38] This decision and undertakings should be brought to the attention of employees covered by the Agreement by the applicant.



COMMISSIONER

¹¹ Subject to any s.189(2) submission

Annexure A

Schedule 2.3 Model consultation term

(regulation 2.08)

Model consultation term

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (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 the enterprise 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 subclauses (2), (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.
- (10) In this term, *relevant employees* means the employees who may be affected by the major change.

Annexure B

17 June 2015

Ms Melissa Phang
Associate to Commissioner Bull
Fair Work Commission
Level 10, Terrace Tower
80 William Street, East Sydney NSW 2011
By email: chambers.bull.c@fwc.gov.au

Dear Ms Phang,

AG2015/1164: Notice of Undertaking

These Undertakings are provided in relation to the Coles Store Team Enterprise Agreement 2014 – 2017 (the Agreement). "The Company" has the same meaning as clause 1.10.5 of the Agreement.

The Company undertakes to apply sub-clauses 4.6.3 and 4.6.6 of the Agreement in such a way so as to allow for the representation of team members for the purposes of consultation at any stage.

The Company undertakes to pay casual team members a loading of 25% for all hours worked, excluding overtime. The loading is paid instead of entitlements to any form of paid leave (except long service leave). This Undertaking will replace clause 4.3 of the Agreement.

The Company undertakes to pay 17 year old junior (non-trades) team members 60% of the adult wage rate for the relevant classification. The Company also undertakes to pay 18 year old junior (non-trades) team members 70% of the adult wage rate for the relevant classification. Noting that under the Agreement, effective from Monday 6 June 2016, 18 year old junior (non-trades) team members will increase to 75%. This Undertaking will replace the relevant percentages outlined in clause 3.5.1 of the Agreement.

The Company undertakes to carry out a reconciliation to ensure that the take home pay for any 4 week roster cycle for a casual or junior (non-trades) team member was more than the team member would have been entitled to under the General Retail Industry Award (the Award), where such team member requests in writing within 28 days of the expiry of the relevant reconciliation period. Reconciliation period means each 12 month period calculated from the team member's anniversary date, or the period from the commencement date of the Agreement until their anniversary date, or the period between the expiry of the last reconciliation period and the termination of the team member's employment. If the Company finds that the team member has received less than what they would have had the Award applied, the Company will pay the team member a reconciliation top up payment.

Yours sincerely



FOR AND ON BEHALF OF THE COMPANY
Angelo Yoannidis
Head of Employee Relations
Human Resources

20141184v1

[2015] FWCA 4136

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Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

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 this agreement.



**COPY OF THE PROPOSED NEW
COLES STORE TEAM ENTERPRISE AGREEMENT 2014 - 2017**

The following changes have been made to the proposed new Agreement:

- *Subclause 3.3.6 Inclusion of Butchers who were previously Advanced Meat Tradespersons – NSW/ACT only*
- *Subclause 5.1.18 Saved Picnic Day – VIC only*
- *Clause 8.2 Definitions will now apply to Part 8 and Appendix E (instead of clause 8.2 and Appendix E)*
- *Appendix D subclause D1.5.1(a) Now also includes AMIST*

**WAGES-PAID TEAM MEMBERS WILL BE ASKED TO VOTE ON THIS
PROPOSED AGREEMENT**

**PLEASE DO NOT REMOVE OR MARK THIS DOCUMENT
IN ANY WAY**

**IF YOU HAVE ANY QUESTIONS ABOUT THE PROPOSED NEW
AGREEMENT PLEASE CONTACT:**



Store Manager

Regional HR Manager

HR Advisory Team on 1300 HR ADVICE

Union representative

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PART 1 — GENERAL INFORMATION

1.1 TITLE

This is the *Coles Store Team Enterprise Agreement 2014 - 2017*.

1.2 DURATION

The Agreement will start 7 days after approval by the Fair Work Commission. The nominal expiry date is 31 May 2017.

1.3 WHO THIS AGREEMENT COVERS

1.3.1 This Agreement only covers wages-paid team members employed by the Company who are engaged to perform work for stores (throughout Australia) in respect of the classifications in this Agreement.

1.3.2 This Agreement also covers:

- a. Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited; and
- b. the Shop, Distributive and Allied Employees' Association ("SDA") in respect of all the classifications in this Agreement; and
- c. the Australian Workers' Union (Queensland Branch) ("AWU") in respect of team members employed in stores in the Northern and Mackay Districts (as defined in Appendix H).

1.3.3 This Agreement operates in complete substitution of any Award or Agreement, State or Federal, previously covering such team members. Terms and conditions in this Agreement will not exclude or provide for entitlements less than the National Employment Standards.

1.4 REPLACING EXISTING ENTERPRISE AGREEMENTS

This Agreement replaces the following agreements:

- a. *Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011*;
- b. *Coles Supermarkets Australia Pty. Ltd. and AMIEU Victorian Meat Agreement 2011*;
- c. *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012*;
- d. *Coles Supermarkets (Australia) Pty. Ltd. and Australasian Meat Industry Employees' Union Western Australian Agreement 2012*; and
- e. *Coles Supermarkets South Australia Meat Agreement 2012* (after its nominal expiry date of 31 August 2015).

1.5 OBJECTIVES OF THE AGREEMENT

The Company and the Union acknowledge that to achieve the Company's goal, it is essential for a harmonious and productive working relationship to be developed and maintained between team members, the Company and the Union. This will ensure team members are committed to their jobs and to the success of the Company. The parties recognise the achievement of such working relationships requires:

- a. team members are involved in making decisions that may affect them in their work areas;
- b. the training and development of team members to provide them with the opportunity to achieve their potential within the Company and meet the changing needs of the Company in the future;
- c. that team members benefit from the success of their efforts;

- d. team members to willingly accept total flexibility of jobs and duties throughout the store, subject only to training received, individual skills or abilities to perform particular tasks;
- e. team members to strive to continually meet customer expectations including the ongoing receipt, stocking and presentation of goods and services. This includes team members observing and complying with all relevant food handling and hygiene legislative standards;
- f. the development of terms and conditions of employment based on the needs of the Company and its team members, whilst ensuring that team members enjoy conditions of service, which, in total, will equal or exceed prevailing community standards;
- g. the Company and team members to constantly strive for improvements in safety, work organisation, customer service and any other area enhancing the quality of the working environment and the effectiveness of the Company's operations;
- h. the avoidance of any action which disrupts or impedes delivery of services by the prompt resolution of team member concerns through effective communication and the agreed processes of consultation and grievance handling;
- i. team members to understand and accept Company policies and procedures necessary to ensure a safe and efficient operation; and
- j. maximising permanent employment within the workforce where possible.

1.6 AGREEMENT VARIATION

The terms of this Agreement may be varied, where such variation is agreed between the parties to this Agreement and approved by the Fair Work Commission in accordance with section 207 of the Fair Work Act 2009 (as amended).

1.7 NO EXTRA CLAIMS

The Company and the Union agree that there will be no extra claims for the life of this Agreement.

1.8 AGREEMENT AVAILABILITY

A hard copy of this Agreement will be kept in an easily accessible place for team members to read.

1.9 SAVED PROVISIONS

Refer to Appendix A.

1.10 DEFINITIONS

- 1.10.1 “Act” means the Fair Work Act 2009 (as amended).
- 1.10.2 “AWU” and “the Union” means the Australian Workers’ Union (Queensland Branch) as defined in subclause 1.3.2(c).
- 1.10.3 “Base rate of pay” means payment based on the stipulated weekly wage rate for the appropriate classification as provided in clauses 3.3 and 3.4. This does not include penalties, allowances, etc.
- 1.10.4 “Casual team member” means a team member engaged on an hourly basis.
- 1.10.5 “Company” refers to either Coles Supermarkets Pty Ltd or Bi-Lo Pty Limited as relevant or applicable.
- 1.10.6 “Continuous service” for the purpose of leave accruals includes all service with the Company from the date of engagement, but will not include in any anniversary year of accrual:
- a. Unauthorised absences of more than 1 week; or
 - b. Authorised unpaid absences of more than 1 week as provided in clause 5.11 - leave of absence and clause 2.4 - pre-approved leave arrangements; or
 - c. Any authorised unpaid absence of more than 1 week due to sickness.
- 1.10.7 “General Sunday trading” means trading on all Sundays throughout the year except Easter Sunday and Public Holidays.
- 1.10.8 “Immediate family member” means a team member’s:
- a. spouse (including former, de facto and a former de facto spouse); or
 - b. child, (including step, adopted, ex-nuptial, foster or adult child); or
 - c. parent (including step-parent); or
 - d. father and mother-in-law; or
 - e. grandparent (including grandparent-in-law); or
 - f. grandchild; or
 - g. siblings; or
 - h. brother and sister-in-law.
- 1.10.9 “Permanent team member” means either a full-time or part-time team member.
- 1.10.10 “Positive vote” as referred to in this Agreement means when the Agreement is ‘made’ in accordance with section 182(1) of the Act.
- 1.10.11 “Remote area” means:
- a. Mt Isa; or
 - b. the Northern Territory (excluding Darwin); or
 - c. a location in Western Australia where a Location Allowance is payable under subclause 3.7.11.
- 1.10.12 “SDA” and “the Union” means the Shop, Distributive and Allied Employees’ Association.
- 1.10.13 “Team member” means an employee of the Company.
- 1.10.14 “Tradesperson” means a team member who is qualified to perform a trade and is engaged to perform that trade.

PART 2 — WORKPLACE FLEXIBILITY

2.1 LIST OF FLEXIBLE PROVISIONS

This Agreement has a number of flexible provisions. The following provisions provide flexibility where there is agreement between the team member and the Company.

Subject matter	Clause or subclause
Additional hours	4.4.9
Additional shifts	4.10.1 and 4.10.2
Cashing out of annual leave	5.3.14
Department Manager/Team Leader transfers (i.e. beyond 15km radius)	6.1.5
Establishing or changing rosters – permanent team members	4.6
Individual flexibility arrangements	2.2
Limited tenure	4.12
Make-up time	5.5.13
Maximum consecutive days	4.4.11 and 4.7.8
Maximum days in any 4 week cycle	4.4.15
Maximum days per week	4.4.10 and 4.7.7
Meal breaks (i.e. duration)	4.11.1
Meal breaks immediately prior to the end of a shift	4.11.4
Pre-approved leave arrangements	2.4
Relief bakers and butchers (i.e. beyond a 15km radius)	6.3
Requests for flexible working arrangements	2.3
Shift swaps	4.6.10
Sunday work	4.4.18
Superannuation and salary sacrifice	Appendix D
Transfers by agreement	6.1.1
Work on registers	4.4.3
Working at multiple stores (i.e. additional locations)	6.4
Casual work during unpaid parental leave	5.14.39
Temporary Part-time Work Agreement	5.14.56 to 5.14.61

2.2 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

2.2.1 The Company and a team member may agree to make an individual flexibility arrangement to vary the effect of 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

to meet the genuine needs of the Company and the team member.

2.2.2 The individual flexibility arrangement must be genuinely agreed to by the Company and the team member.

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

- a. are about permitted matters under section 172 of the Act; and

- b. are not unlawful terms under section 194 of the Act; and
- c. result in the team member being better off overall than the team member would be if no arrangement was made.

2.2.4 The Company must ensure that the individual flexibility arrangement is in writing and:

- a. includes the name of the Company and the team member;
- b. is signed by the Company and the team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member and includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how the team member 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 starts.

2.2.5 The Company must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.2.6 The Company or team member may terminate the individual flexibility arrangement:

- a. by giving 4 weeks' written notice; or
- b. if the Company and the team member agree in writing at any time.

2.3 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Team members may request

2.3.1 A team member may request a change in their working arrangements if they require flexibility because they:

- a. are the parent or have the responsibility for the care of a child who is of school age or younger; or
- b. are a carer; or
- c. have a disability; or
- d. are 55 years of age or older; or
- e. are experiencing violence from a member of the team member's family; or
- f. provide care or support to an immediate family or household member who is experiencing violence from the member's family and requires care or support.

2.3.2 Permanent team members may make a request if they have completed at least 12 months continuous service with the Company immediately before making the request.

2.3.3 Casual team members may make a request if they have been engaged on a regular and systematic basis for least 12 months immediately before making the request and have a reasonable expectation of continuing employment with the Company on a regular and systematic basis.

Formal requirements

2.3.4 The request must be in writing and include details of the change and the reasons for the change.

Agreeing to the request

2.3.5 The Company must reply in writing within 21 days, stating whether the request is approved or declined.

2.3.6 The Company may decline the request only on reasonable business grounds.

2.3.7 Where the request is declined, the written reply must include details of the reasons for the refusal.

2.4 PRE-APPROVED LEAVE ARRANGEMENTS

- 2.4.1 A permanent team member (excluding a Department Manager/Team Leader) may, by agreement with the Company, take pre-approved leave to enable the team member to meet individual circumstances subject to the following:
- a. the guaranteed periods of leave will be set for at least the following 12 months as agreed between the team member and the Company. The guaranteed periods of leave and/or the 12 month period may be changed by agreement;
 - b. the guaranteed periods of leave may be taken as paid leave (i.e. annual leave or long service leave) or unpaid leave. If unpaid leave is taken of one week or more then the team member's entitlements to annual leave, sick/carer's leave and long service leave will be frozen from the start date of the unpaid leave;
 - c. the team member and the Company will agree on the hours of work in any 4 week cycle. Hours of work will be in accordance with the rostering principles as provided in clause 4.4;
 - d. the team member may agree to work during a guaranteed period/s of leave. Payment for these hours will be at the team member's base rate of pay including any applicable penalties;
 - e. leave cannot be taken during the last 2 weeks of December; and
 - f. the team member and the Company will review annually the guaranteed periods of leave.
- 2.4.2 A team member may withdraw from this arrangement by providing 3 months' notice (or less as agreed). The ending of this arrangement will not alter the team member's employment status (i.e. part-time or full-time).

PART 3 — CLASSIFICATIONS, WAGES, ALLOWANCES AND RELATED MATTERS

3.1 CLASSIFICATION DEFINITIONS

3.1.1 “Administration Assistant” means a team member engaged primarily to perform a range of clerical and office duties. An Administration Assistant may also perform the duties of a Store Team Member on a needs basis.

3.1.2 “Baker” means a team member engaged by the Company in the role of a Baker and who has:

- completed the relevant trade course; or
- undertaken trade training to the equivalent level of Certificate III under the Australian Qualification Framework (AQF).

A Baker performs the following duties:

- producing bread dough;
- moulding dough;
- producing pastry and meringue based products;
- baking bread and pastry products;
- preparing fillings;
- forming and filling pastry products;
- producing sponges, cakes and cookies;
- diagnosing and responding to product and process faults;
- engaging and interacting with customers;
- providing advice to customers on products, meal solutions, and nutritional information;
- conducting tastings;
- product selling;
- instructing others; and
- other associated duties.

3.1.3 “Butcher” means a team member engaged by the Company in the role of a Butcher and who has:

- completed the relevant trade course; or
- at least 4 years’ experience in general butchering and is deemed by the Company to be competent in the trade.

A Butcher is engaged primarily to use trade skills and will also be required to perform the following duties, including but not limited to:

- engaging and interacting with customers;
- providing advice to customers on products, meal solutions, and nutritional information;
- conducting tastings;
- product selling; and
- other duties relating to meat.

A Butcher can agree to perform duties outside the Meat Department. This arrangement will be on a voluntary basis and the team member may discontinue working under this arrangement by providing 2 weeks’ notice to the Company (or less as agreed).

- 3.1.4 “Customer Service Agent” means a team member engaged to perform, in addition to the duties of a Store Team Member, customer deliveries and related duties.
- 3.1.5 “Department Manager/Team Leader (Non-Trades)” means a team member engaged to manage a department or departments.
- 3.1.6 “Department Manager/Team Leader (Trades)” means a team member engaged to manage a department or departments within which tradespersons are engaged to perform trades duties. The team member may or may not be a qualified tradesperson.
- 3.1.7 “Duty Manager” means a team member who is nominated by the Company to perform the role of a Duty Manager and is paid the relevant rate for time so worked.
- 3.1.8 “Skilled Non-Tradesperson” means a team member who:
- has successfully completed Company nominated training;
 - consistently performs work requiring greater skills and competency than that of a Store Team Member; and
 - is appointed by the Company to this role in one or more departments.

In addition to the duties of a Store Team Member, below are indicative duties for the current departments where Skilled Non-Tradespersons work or may work. However, the Company may appoint Skilled Non-Tradespersons in any other department as required.

Meat Department indicative duties:

- performing knife work;
- trimming and cutting meat into portions;
- preparing minced meat and minced meat products;
- preparing and slice meat cuts;
- engaging and interacting with customers;
- providing advice to customers on products, meal solutions, and nutritional information;
- conducting tastings;
- product selling;
- supporting the training of new Skilled Non-Tradespersons; and
- other associated duties.

Bakery Department indicative duties:

- producing bread dough from pre-mixed ingredients;
- moulding dough;
- baking bread products;
- producing sponge, cakes and cookies from pre-mixed ingredients;
- preparing basic fillings;
- engaging and interacting with customers;
- providing advice to customers on products, meal solutions, and nutritional information;
- conducting tastings;
- product selling;
- supporting the training of new Skilled Non-Tradespersons; and
- other associated duties.

A Skilled Non-Tradesperson will not be required to perform duties for which they have not been trained.

(This role was previously known as a Meat Trades Assistant in NSW, ACT, TAS, VIC and WA).

- 3.1.9 “Store Cleaner” means a team member engaged primarily to perform general housekeeping and cleaning duties within a store.

3.1.10 “Store Team Member” means a team member engaged to perform any duties associated with the operation of a store. These duties include any required to be performed in any one or more departments, including but not limited to:

- customer service and assistance;
- trolley collection;
- operation of “Point of Sale” terminals;
- preparation for sale of fresh foods and merchandise;
- preparation of customer orders;
- stock replenishment including the filling of any shelves, fridge, storage facility, or cabinet;
- general cleaning in accordance with normal position requirements but not including cleaning of toilets, window exteriors, or washing of floors, except for the removal of occasional spillages;
- receipt and storage of any stock and produce;
- incidental clerical and administrative duties on a needs basis;
- merchandising, point of sale duties;
- floor walking;
- food preparation/cooking including the packing, wrapping and/or weighing of food;
- preparation, presentation and maintenance of floral arrangements; and
- other general store and/or customer related duties.

3.1.11 “Office In-Charge” means a team member engaged to act in charge of the office function.

3.1.12 “Retail Leader Level 1” means a team member appointed to Level 1 of the Retail Leaders program (Store Team Member to Department Manager/Team Leader).

A team member who successfully completes the program will remain in this classification until they are placed as a Department Manager/Team Leader (or another classification which receives a higher rate of pay).

A team member who is unsuccessful in completing the program will convert to the terms and conditions for the relevant classification they are performing.

3.2 SAVED CLASSIFICATION DEFINITIONS

3.2.1 The following saved classifications only apply to team members engaged in these classifications immediately prior to the start of this Agreement.

- Team members cannot be moved to these saved classifications.
- New team members cannot be engaged in these saved classifications.

3.2.2 “Second In-Charge (Non-Trades)” means an existing team member engaged to act as second in-charge to the Department Manager/Team Leader in a department.

At the end of this Agreement team members will move to the Store Team Member classification. The difference in their weekly wage rate will become a preserved amount. The preserved amount will be reduced by 50% of future wage rises until it has been fully absorbed. An example of this process is in Appendix B.

3.2.3 “Second In-Charge (Trades)” means an existing team member engaged to act as second in-charge to the Department Manager/Team Leader in a department within which tradespersons are engaged to perform trades duties.

At the end of this Agreement team members will move to the Butcher or Baker classification as appropriate. The difference in their weekly wage rate will become a preserved amount. The preserved amount will be reduced by 50% of future wage rises until it has been fully absorbed. An example of this process is in Appendix B.

3.2.4 “Meat Store Team Member” (previously Meat Packer/Cabinet Attendant in NSW, ACT, QLD, SA, VIC and WA) means an existing team member engaged to perform the following range of duties associated with the operation of a Meat Department, including:

- customer service and assistance;
- preparation for sale of fresh foods and merchandise;
- stock replenishment;
- general cleaning in accordance with normal position requirements;
- receipt and storage of stock and produce;
- other general store duties;
- incidental clerical and administrative duties on a needs basis; or
- merchandising, point of sale duties.

A Meat Store Team Member may perform the duties of a Store Team Member in any other department throughout the store.

3.3 WAGE RATES — ADULTS

3.3.1 Wage rates

Classification	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
Store Team Member	\$784.60	\$797.00	\$809.00	\$821.00	\$833.30	\$845.60
Store Cleaner	\$784.60	\$797.00	\$809.00	\$821.00	\$833.30	\$845.60
Administration Assistant	\$851.70	\$865.10	\$878.20	\$891.20	\$904.50	\$917.90
Office In-Charge	\$877.30	\$891.10	\$904.50	\$917.90	\$931.60	\$945.40
Skilled Non-Tradesperson (Bakery)	\$823.80	\$836.90	\$849.50	\$862.10	\$875.00	\$887.90
Customer Service Agent (Online)	\$784.60	\$836.90	\$849.50	\$862.10	\$875.00	\$887.90
Department Manager/Team Leader (Non-Trades)	\$863.10	\$876.70	\$889.90	\$903.10	\$916.60	\$930.20
Duty Manager	\$863.10	\$876.70	\$889.90	\$903.10	\$916.60	\$930.20
Retail Leader Level 1	\$831.70	\$844.80	\$857.50	\$870.30	\$883.30	\$896.30

3.3.2 Bakery — Baker, Department Manager/Team Leader (Trades)

Classification	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
NSW/ACT (COLES)						
Baker	\$867.20	\$880.90	\$894.10	\$907.30	\$920.90	\$934.50
Department Manager/Team Leader (Trades)	\$910.60	\$924.90	\$938.80	\$952.70	\$966.90	\$981.20
NT						
Baker	\$897.30	\$911.50	\$925.20	\$938.90	\$953.00	\$967.10
Department Manager/Team Leader (Trades)	\$942.20	\$957.10	\$971.50	\$985.80	\$1,000.70	\$1,015.50
VIC, QLD, SA, WA, TAS (COLES) AND ALL BI-LO STORES						
Baker	\$851.70	\$865.10	\$878.10	\$891.10	\$904.50	\$917.90
Department Manager/Team Leader (Trades)	\$894.30	\$908.40	\$922.00	\$935.70	\$949.70	\$963.80

3.3.3 Meat — Skilled Non-Tradesperson (Meat), Butcher, Department Manager/Team Leader (Trades)

The wage rates in this subclause only apply to new team members engaged in the roles of Skilled Non-Tradesperson (Meat), Butcher or Department Manager/Team Leader (Trades).

- a. For the purposes of this subclause a ‘new team member’ means a team member who:
 - i. was engaged after the start of this Agreement; and
 - ii. in a store geographically located in South Australia, is engaged on or after 1 September 2015, following the expiry of the *Coles Supermarkets South Australia Meat Agreement 2012*.
- b. To be clear, new team members engaged in the role of Department Manager/Team Leader (Non-Trades) will be paid the wage rate specified in subclause 3.3.1 for this classification regardless of the geographical location of their store/s.

Classification		Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
ALL STATES AND TERRITORIES - NEW TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	-	\$887.70	\$901.00	\$914.40	\$928.10	\$941.80
Butcher	-	\$964.90	\$979.40	\$993.90	\$1,008.80	\$1,023.70
Department Manager/Team Leader (Trades)	-	\$1,050.70	\$1,056.70	\$1,062.70	\$1,068.70	\$1,074.90

3.3.4 Meat — Skilled Non-Tradesperson (Meat), Butcher, Department Manager/Team Leader (Trades)

The wage rates in this subclause only apply to existing team members engaged in the roles of Skilled Non-Tradesperson (Meat), Butcher or Department Manager/Team Leader (Trades).

- a. For the purposes of this subclause an ‘existing team member’ means a team member who:
 - i. was engaged immediately prior to the start of this Agreement under a State-based agreement listed in clause 1.4; or
 - ii. in a store geographically located in South Australia, is engaged after the start of this Agreement but before the expiry of the *Coles Supermarkets South Australia Meat Agreement 2012* on 31 August 2015.
- b. Existing team members in the roles of Skilled Non-Tradesperson (Meat), Butcher or Department Manager/Team Leader (Trades), will be paid the wage rates applicable to these classifications relevant to the geographical location of their store/s.
- c. Existing team members in the role of Department Manager/Team Leader (Trades) will continue to be paid the Department Manager/Team Leader (Trades) wage rate regardless of whether they manage a department or departments within which tradespersons are engaged to perform trades duties.

Classification	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
NSW/ACT – EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	-	\$887.70	\$901.00	\$914.40	\$928.10	\$941.80
Butcher	-	\$9 64.90	\$979.40	\$993.90	\$1,008.80	\$1,023.70
Department Manager/Team Leader (Trades)	-	\$1,050.70	\$1,056.70	\$1,062.70	\$1,068.70	\$1,074.90
NT - EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	\$825.50	\$848.80	\$872.10	\$895.30	\$918.60	\$941.80
Butcher	\$897.30	\$922.60	\$947.90	\$973.20	\$998.50	\$1,023.70
Department Manager/Team Leader (Trades)	\$942.20	\$968.70	\$995.30	\$1,021.90	\$1,048.40	\$1,074.90
QLD - EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	\$838.40	\$859.10	\$879.80	\$900.50	\$921.20	\$941.80
Butcher	\$911.30	\$933.80	\$956.30	\$978.80	\$1,001.30	\$1,023.70
Department Manager/Team Leader (Trades)	\$956.90	\$980.50	\$1,004.10	\$1,027.70	\$1,051.40	\$1,074.90
VIC - EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	-	\$858.20	\$879.10	\$899.90	\$920.80	\$941.80
Butcher	-	\$932.80	\$955.50	\$978.20	\$1,000.90	\$1,023.70
Department Manager/Team Leader (Trades)	-	\$979.40	\$1,003.30	\$1,027.10	\$1,050.90	\$1,074.90
WA - EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	-	\$877.90	\$893.90	\$909.90	\$925.90	\$941.80
Butcher	-	\$954.20	\$971.60	\$989.00	\$1,006.40	\$1,023.70
Department Manager/Team Leader (Trades)	-	\$1,039.40	\$1,048.30	\$1,057.20	\$1,066.10	\$1,074.90
Classification	1 Aug 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
TAS - EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	\$811.65	\$817.10	\$848.30	\$879.50	\$910.70	\$941.80
Butcher	\$854.35	\$888.20	\$922.10	\$956.00	\$989.90	\$1,023.70
Department Manager/Team Leader (Trades)	\$939.80	\$966.80	\$993.80	\$1,020.80	\$1,047.80	\$1,074.90
Classification		Positive Vote	1 Sep 15	1 Dec 15	1 Jul 16	1 Dec 16
SA - EXISTING TEAM MEMBERS						
Skilled Non-Tradesperson (Meat)	-	-	\$874.45	\$885.40	\$913.60	\$941.80
Butcher	-	-	\$931.80	\$962.40	\$993.00	\$1,023.70
Department Manager/Team Leader (Trades)	-	-	\$1,024.98	\$1,041.60	\$1,058.20	\$1,074.90

3.4 WAGE RATES — ADULTS — SAVED CLASSIFICATIONS

3.4.1 The wage rates in this clause are saved rates which only apply to existing team members engaged in these saved classifications immediately prior to the start of this Agreement.

- Team members cannot be moved to these saved classifications.
- New team members cannot be engaged in these saved classifications.

3.4.2 Store Team Members who were previously Point of Sale Coordinators

Team members engaged in the Store Team Member classification who were previously engaged in the Point of Sale Coordinator (POSC) classification immediately prior to the start of this Agreement will be paid the following wage rates.

Saved rate	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
Store Team Members previously POSC	\$821.00	\$834.00	\$846.50	\$859.10	\$872.00	\$884.80

3.4.3 Saved Second In-Charge (Non-Trades)

Classification	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
Second In-Charge (Non-Trades)	\$831.70	\$844.80	\$857.50	\$870.30	\$883.30	\$896.30

3.4.4 Bakery – saved Second In-Charge (Trades)

Classification	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
NSW/ACT (COLES) – EXISTING TEAM MEMBERS						
Second In-Charge (Trades)	\$893.20	\$907.30	\$920.90	\$934.50	\$948.50	\$962.50
NT – EXISTING TEAM MEMBERS						
Second In-Charge (Trades)	\$924.20	\$938.80	\$953.00	\$967.10	\$981.60	\$996.10
VIC, QLD, SA, WA, TAS (COLES) AND ALL BI-LO STORES – EXISTING TEAM MEMBERS						
Second In-Charge (Trades)	\$877.30	\$891.10	\$904.40	\$917.80	\$931.60	\$945.40

3.4.5 Meat — saved classifications

The wage rates in this subclause only apply to existing team members engaged in the roles of Meat Store Team Member (previously Meat Packer/Cabinet Attendant) and Second In-Charge.

- a. For the purposes of this subclause an ‘existing team member’ means a team member who:
 - i. was engaged immediately prior to the start of this Agreement under a State-based agreement listed in clause 1.4; or
 - ii. in a store geographically located in South Australia, is engaged after the start of this Agreement but before the expiry of the *Coles Supermarkets South Australia Meat Agreement 2012* (i.e. 31 August 2015).
- b. Existing team members in the roles of Meat Store Team Member and Second In-Charge will be paid the wage rates applicable to these classifications relevant to the geographical location of their store/s.

Classification	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
NSW/ACT - EXISTING TEAM MEMBERS						
Meat Store Team Member	-	\$851.50	\$864.30	\$877.10	\$890.30	\$903.50
NT - EXISTING TEAM MEMBERS						
Second In-Charge (Trades)	\$924.20	\$950.30	\$976.30	\$1,002.40	\$1,028.50	\$1,054.40
QLD - EXISTING TEAM MEMBERS						
Second In-Charge (Trades)	\$938.60	\$961.80	\$985.00	\$1,008.20	\$1,031.30	\$1,054.40
Meat Store Team Member	\$797.00	\$809.60	\$821.80	\$834.00	\$846.50	\$859.00
VIC - EXISTING TEAM MEMBERS						
Meat Store Team Member	-	\$815.90	\$828.10	\$840.30	\$852.90	\$865.50
WA - EXISTING TEAM MEMBERS						
Second In-Charge (Trades)	-	\$974.20	\$991.60	\$1,009.00	\$1,026.40	\$1,043.70
Meat Store Team Member	-	\$837.70	\$850.30	\$862.90	\$875.80	\$888.70
Classification	1 Aug 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
TAS - EXISTING TEAM MEMBERS						
Second In-Charge	\$897.05	\$932.60	\$968.20	\$1,003.80	\$1,039.40	\$1,074.90
Classification		Positive Vote	1 Sep 15	1 Dec 15	1 Jul 16	1 Dec 16
SA - EXISTING TEAM MEMBERS						
Meat Store Team Member	-	-	\$818.45	\$830.70	\$843.20	\$855.80

3.4.6 Butchers who were previously Advanced Meat Tradespersons – NSW/ACT only

Team members engaged in the Butcher classification who were previously engaged in the Advanced Meat Tradesperson classification immediately prior to the start of this Agreement will be paid the following wage rates.

Saved rate	1 Jul 14	Positive Vote	1 Jul 15	1 Dec 15	1 Jul 16	1 Dec 16
Butchers previously Advanced Meat Tradespersons	-	\$1,013.10	\$1,028.40	\$1,043.60	\$1,059.20	\$1,074.90

3.4.7 The wage rates in clauses 3.3 and 3.4 will begin from the first full pay period on or after the specified date, with the exception of the first increase in 2015, which will begin from the first full pay period on or after the date the Company is advised of a positive vote.

3.4.8 The wage rates from 1 July 2014 (interim increase) in clauses 3.3 and 3.4 above reflect rates for extended trading hour stores. Note that under this Agreement team members who were previously engaged under non-extended trading hour store rates under the *Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011* will receive the rates as specified in this Agreement from the first full pay period on or after the date of a positive vote.

3.5 WAGE RATES — JUNIORS

Junior rates

- 3.5.1 Adult rates start at 20 years of age. A junior is a team member (non-trades) who is under 20 years of age. The wage rate for a junior team member is calculated as a percentage of the adult wage rate for the relevant classification as outlined in clauses 3.3 and 3.4.

Age	Percentage	1 June 2016
19 years	80%	90%
18 years	67.50%	75%
17 years	55%	55%
16 years	50%	50%
Under 16 years	45%	45%

A junior team member appointed as a Department Manager/Team Leader or Duty Manager will be paid the adult rate.

Saved junior rates

- 3.5.2 Saved provisions for junior team members engaged under the following agreements immediately prior to the start of this Agreement:

- *Coles Supermarkets (Australia) Pty Ltd and AMIEU NSW/ACT Meat Agreement 2012*; or
- *Coles Supermarkets South Australia Meat Agreement 2012*; or
- *Coles Supermarkets Australia Pty Ltd and AMIEU Victoria Meat Agreement 2011*; or
- *Coles Supermarkets (Australia) Pty Ltd and Australasian Meat Industry Employees' Union (AMIEU) Western Australia Agreement 2012*.

Age	Percentage		1 June 2016
	SA, VIC, WA	NSW, ACT	SA, VIC, WA, NSW, ACT
19 years	85%	80%	90%
18 years	75%	70%	75%
17 years	60%	60%	60%
Under 17 years	50%	50%	50%

In Victoria, a junior Meat Store Team Member aged 18 years and over will be paid the adult rate.

3.6 APPRENTICESHIPS, SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

- 3.6.1 In accordance with the relevant State or Territory Training Authority the Company may engage team members as:

- an apprentice; or
- a school-based apprentice; or
- a trainee under the arrangements contained in the *General Retail Industry Award 2010* (as amended).

Rates of pay — apprentices

- 3.6.2 Apprenticeships (including competency based apprenticeships):

Competency level	Junior (under 20 years)	Adult (20 years and over)
Year 1	75% of Baker/Butcher rate	Store Team Member rate
Year 2	90% of Baker/Butcher rate	Store Team Member rate
Years 3 and 4	95% of Baker/Butcher rate	95% of Baker/Butcher rate

Rates of pay — school-based apprentices

- 3.6.3 A school-based apprentice may complete their apprenticeship on a part-time basis. School-based apprentices will be paid the relevant rate as provided in subclause 3.6.2, which is determined by the progress of their apprenticeship.

Rates of pay — trainees

- 3.6.4 Trainees will be paid the Store Team Member rate (including junior rates).

Requirements and documentation

- 3.6.5 Team members completing these programs will be required by the Company to:
- a. complete course requirements and any on-the-job training; and
 - b. provide documentation from the Training Authority as proof of attendance and/or completed training.

Reimbursement for team members

- 3.6.6 Team members completing an apprenticeship or a traineeship are entitled to have their expenses reimbursed by the Company when attending off-site training. This includes reasonable travel, meals and accommodation where required.
- 3.6.7 Reimbursement for travel will be paid as provided in clause 6.2.

Other conditions

- 3.6.8 All other conditions of employment will be in accordance with this Agreement.

3.7 ALLOWANCES

Meat cold work allowance

- 3.7.1 A full-time Meat department team member will be entitled to the following weekly allowance. The allowance is paid on a pro-rata hourly basis for part-time or casual team members and is not paid for all purposes (e.g. overtime, annual leave).
- 3.7.2 Full-time Meat Store Team Members or Meat Department Manager/Team Leaders who are responsible for managing more than one department, will be entitled to the weekly allowance regardless of whether they are working in another department (pro-rata for part-time or casual team members).
- 3.7.3 Other team members who work in the Meat department will receive the allowance on a pro-rata hourly basis.

State	Date of Positive Vote	1 July 2015	1 July 2016
NSW/ACT	\$5.30 p/w	\$5.45 p/w	\$5.60 p/w
VIC	\$5.15 p/w	\$5.30 p/w	\$5.45 p/w
TAS	\$10.70 p/w	\$11.00 p/w	\$11.35 p/w
WA	\$7.90 p/w	\$8.15 p/w	\$8.40 p/w
State	Date of Positive Vote	1 September 2015	1 July 2016
SA	-	\$9.35 p/w	\$9.65 p/w

Dairy and freezer allowance

- 3.7.4 A team member whose primary function is working in a dairy room or dairy case, or in the handling or loading of goods into or out of freezer rooms or freezer cabinets, will be paid the following weekly allowance (pro-rata for part-time or casual team members).

Date of Positive Vote	1 July 15	1 July 16
\$10.65 p/w	\$10.95 p/w	\$11.30 p/w

First aid allowance

- 3.7.5 Qualified team members appointed by the Company to perform first aid duties, will be entitled to the following daily allowance, payable to a maximum of 6 starts in any week.

Date of Positive Vote	1 July 15	1 July 16
\$2.10 p/d	\$2.15 p/d	\$2.20 p/d

In-charge allowance

- 3.7.6 A team member will be entitled to the following weekly allowance when required by the Company to:
- regularly supervise other team members; or
 - act in charge of other team members for 3 or more consecutive hours (exclusive of their meal break).

- 3.7.7 The allowance is paid on:

- a pro-rata hourly basis for all time so worked in that capacity; and
- on the basis of the maximum number of team members that the team member is required to supervise or act in charge of.

Number of team members	Date of Positive Vote	1 July 15	1 July 16
Less than 3	\$26.90 p/w	\$27.70 p/w	\$28.55 p/w
3 – 10	\$35.90 p/w	\$37.00 p/w	\$38.10 p/w
More than 10	\$45.00 p/w	\$46.35 p/w	\$47.75 p/w

- 3.7.8 A team member in a saved Second In-Charge classification or receiving a saved second in-charge allowance will not be entitled to receive the in-charge allowance as provided in this clause.

Saved second in-charge allowance – Victoria only

- 3.7.9 Permanent team members engaged under the *Coles Supermarkets Australia Pty Ltd and AMIEU Victorian Meat Agreement 2011* immediately prior to the start of this Agreement, who were engaged immediately prior to 12 January 2012 and appointed as Second In-Charge, will be entitled to the following weekly Second In-Charge allowance while they continue to perform the role. The allowance is paid on annual leave or sick/carer's leave.

Number of team members	Date of Positive Vote	1 July 15	1 July 16
Small store	\$15.60 p/w	\$16.05 p/w	\$16.55 p/w
Medium store	\$23.35 p/w	\$24.05 p/w	\$24.75 p/w
Large store	\$38.85 p/w	\$40.00 p/w	\$41.20 p/w

Northern Territory district allowances

3.7.10 The following weekly allowances will be paid to team members in the districts specified below.

District	Per week
Darwin	\$16.60 p/w
Alice Springs	\$9.40 p/w

Western Australia location allowances

3.7.11 The following weekly allowances will be paid to team members engaged in the locations specified below.

Location	Date of Positive Vote	1 July 2015	1 July 2016
Agnew	\$20.60 p/w	\$21.20 p/w	\$21.85 p/w
Argyle	\$54.90 p/w	\$56.55 p/w	\$58.25 p/w
Balladonia	\$21.10 p/w	\$21.75 p/w	\$22.40 p/w
Barrow Island	\$35.70 p/w	\$36.75 p/w	\$37.85 p/w
Boulder	\$10.20 p/w	\$10.50 p/w	\$10.80 p/w
Broome	\$39.85 p/w	\$41.05 p/w	\$42.30 p/w
Bullfinch	\$9.70 p/w	\$10.00 p/w	\$10.30 p/w
Carnarvon	\$20.42 p/w	\$21.05 p/w	\$21.70 p/w
Cockatoo Island	\$36.30 p/w	\$37.40 p/w	\$38.50 p/w
Coolgardie	\$10.20 p/w	\$10.50 p/w	\$10.80 p/w
Cue	\$21.10 p/w	\$21.75 p/w	\$22.40 p/w
Dampier	\$34.53 p/w	\$35.55 p/w	\$36.60 p/w
Denham	\$20.42 p/w	\$21.05 p/w	\$21.70 p/w
Derby	\$41.57 p/w	\$42.80 p/w	\$44.10 p/w
Esperance	\$7.75 p/w	\$8.00 p/w	\$8.25 p/w
Eucla	\$23.10 p/w	\$23.80 p/w	\$24.50 p/w
Exmouth	\$30.10 p/w	\$31.00 p/w	\$31.95 p/w
Fitzroy Crossing	\$41.70 p/w	\$42.95 p/w	\$44.25 p/w
Goldsworthy	\$23.37 p/w	\$24.05 p/w	\$24.75 p/w
Halls Creek	\$48.10 p/w	\$49.55 p/w	\$51.05 p/w
Kalbarri	\$7.30 p/w	\$7.50 p/w	\$7.75 p/w
Kalgoorlie	\$10.20 p/w	\$10.50 p/w	\$10.80 p/w
Kambalda	\$10.20 p/w	\$10.50 p/w	\$10.80 p/w
Karratha	\$40.87 p/w	\$42.10 p/w	\$43.35 p/w
Koolan Island	\$36.30 p/w	\$37.40 p/w	\$38.50 p/w
Koolyanobbing	\$9.70 p/w	\$10.00 p/w	\$10.30 p/w
Kununurra	\$64.97 p/w	\$66.90 p/w	\$68.90 p/w
Laverton	\$21.00 p/w	\$21.65 p/w	\$22.30 p/w
Learmonth	\$30.10 p/w	\$31.00 p/w	\$31.95 p/w
Leinster	\$20.60 p/w	\$21.20 p/w	\$21.85 p/w
Leonora	\$21.00 p/w	\$21.65 p/w	\$22.30 p/w
Madura	\$22.10 p/w	\$22.75 p/w	\$23.45 p/w
Marble Bar	\$53.10 p/w	\$54.70 p/w	\$56.35 p/w
Meekatharra	\$18.20 p/w	\$18.75 p/w	\$19.30 p/w
Mount Magnet	\$22.80 p/w	\$23.50 p/w	\$24.20 p/w
Mundrabilla	\$22.60 p/w	\$23.30 p/w	\$24.00 p/w
Newman	\$24.12 p/w	\$24.85 p/w	\$25.60 p/w
Norseman	\$20.94 p/w	\$21.55 p/w	\$22.20 p/w
Nullagine	\$61.26 p/w	\$63.10 p/w	\$65.00 p/w
Onslow	\$42.07 p/w	\$43.35 p/w	\$44.65 p/w

Pannawonica	\$32.43 p/w	\$33.40 p/w	\$34.40 p/w
Paraburdoo	\$32.47 p/w	\$33.45 p/w	\$34.45 p/w
Port Hedland	\$34.33 p/w	\$35.35 p/w	\$36.40 p/w
Ravensthorpe	\$10.90 p/w	\$11.25 p/w	\$11.60 p/w
Roebourne	\$39.70 p/w	\$40.90 p/w	\$42.15 p/w
Sandstone	\$20.60 p/w	\$21.20 p/w	\$21.85 p/w
Shark Bay	\$23.37 p/w	\$24.05 p/w	\$24.75 p/w
Shay Gap	\$23.37 p/w	\$24.05 p/w	\$24.75 p/w
Southern Cross	\$9.70 p/w	\$10.00 p/w	\$10.30 p/w
Telfer	\$48.90 p/w	\$50.35 p/w	\$51.85 p/w
Teutonic Bore	\$20.60 p/w	\$21.20 p/w	\$21.85 p/w
Tom Price	\$32.11 p/w	\$33.05 p/w	\$34.05 p/w
Whim Creek	\$40.47 p/w	\$41.70 p/w	\$42.95 p/w
Wickham	\$39.56 p/w	\$40.75 p/w	\$41.95 p/w
Wiluna	\$25.78 p/w	\$26.55 p/w	\$27.35 p/w
Wittenoom	\$46.90 p/w	\$48.30 p/w	\$49.75 p/w
Wyndham	\$61.43 p/w	\$63.25 p/w	\$65.15 p/w

- 3.7.12 The allowances in this clause will begin from the first full pay period on or after the specified date, with the exception of the first increase in 2015, which will begin from the first full pay period on or after the date the Company is advised of a positive vote.

3.8 ACTING DEPARTMENT MANAGER/TEAM LEADER

If a team member is required by the Company to temporarily perform the full range of duties of a Department Manager/Team Leader and manage a department or departments for at least 2 weeks they will be paid the appropriate Department Manager/Team Leader base rate of pay as specified in clauses 3.3 or 3.4.

3.9 SUPPORTED WAGE SYSTEM FOR TEAM MEMBERS WITH A DISABILITY

Refer to Appendix C.

3.10 PAYMENT OF WAGES

3.10.1 The Company will pay wages:

- a. by Electronic Funds Transfer, or by cash at the Company's option, and weekly or fortnightly in arrears at the Company's option;
- b. within 3 days of the end of each pay period provided that:
 - i. where a public holiday falls between the end of the pay period and the normal pay day, wages may be paid within 4 days from the end of the pay period; and
 - ii. wages will not be paid by Electronic Funds Transfer on a Friday.

3.10.2 Annual leave and sick leave balances will be shown on payslips.

3.11 SUPERANNUATION AND SALARY SACRIFICE

Refer to Appendix D.

3.12 ACCIDENT MAKE-UP PAY — VICTORIA ONLY

- 3.12.1 If following an accident or injury, a team member receives compensation payment under the relevant State legislation, the Company will make-up the difference between the compensation payment and the team member's base rate of pay for the average rostered hours worked by the team member at the time of the accident.
- 3.12.2 This payment made by the Company will be limited to a maximum of 39 weeks.
- 3.12.3 This clause will not apply in respect of an injury suffered during the first 7 consecutive days (including non-working days) on which the team member is incapacitated.

3.13 STANDING DOWN TEAM MEMBERS

The Company will have the right to deduct payment for any day a team member cannot be usefully employed because of any strike, breakdown in machinery or any stoppage of work for which the Company cannot reasonably be held responsible.

PART 4 — HOURS OF WORK, PENALTIES, ROSTERING, OVERTIME AND BREAKS

4.1 ORDINARY HOURS — ALL TEAM MEMBERS

- 4.1.1 Ordinary hours may be worked on any day at any time.
- 4.1.2 However, refer to subclauses A1.2.1(a) and (b), A1.2.2(a), A1.2.4(a) and (b), A1.2.5(a), A1.6.1 (a) and A1.7.1(a) for saved span of ordinary hours for eligible meat department team members.

4.2 ADDITIONAL PENALTIES FOR ORDINARY HOURS — ALL TEAM MEMBERS

- 4.2.1 Permanent and casual team members will be paid the following additional penalties for work within the specified times. For casual team members the additional penalties will be paid in addition to the casual loading as provided in clause 4.3.

Time and Day	Additional Penalty
Midnight to 5am (on each day) Monday to Saturday	30%
10pm to Midnight Saturday	25%
Midnight Saturday to 6am Sunday	100%
6am to 9pm Sunday	50%
9pm to Midnight Sunday	100%
Public Holidays	150%

- 4.2.2 Juniors and apprentices will be paid the above penalties on their base rate of pay.
- 4.2.3 However, refer to subclauses A1.2.1(c), A1.2.2(b), A.1.2.3, A1.2.4(a) and (b), A.1.2.5, A1.6.1(b) and A1.7.1(b) for saved penalties for eligible meat department team members.

4.3 LOADING — CASUAL TEAM MEMBERS

- 4.3.1 Casual team members will be paid a loading of 20% for all hours worked, excluding overtime. The loading is paid instead of entitlements to any form of paid leave (except long service leave).
- 4.3.2 For eligible casual team members the saved loadings below will be paid instead of the 20% loading.

Previous agreement immediately prior to this Agreement	Further eligibility criteria	Casual loading
Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011	<ul style="list-style-type: none"> engaged immediately prior to 1 March 1997 outside of the Northern Territory and South Australia; or engaged immediately prior to 1 November 1997 in a Coles Meat department in Queensland under an Australian Workplace Agreement - Queensland Meat Employees 	22%
Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012	<ul style="list-style-type: none"> engaged immediately prior to the start of this Agreement 	22%
Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011	<ul style="list-style-type: none"> engaged immediately prior to 1 March 1997 	22%
Coles Supermarkets Australia Pty Ltd and AMIEU Victoria Meat Agreement 2011	<ul style="list-style-type: none"> engaged immediately prior to the start of this Agreement 	25%

- 4.3.3 Casual team members paid a loading of more than 20% will not be replaced by or lose employment to casual team members who are paid the lesser loading.

4.4 ROSTERING PRINCIPLES — PERMANENT TEAM MEMBERS

Minimum engagement

- 4.4.1 The minimum engagement a team member may be rostered to work on any day will be:
- a. 5 hours for a full-time team member except:
 - i. 3 hours for the purposes of the 6 monthly stocktake, work on Public Holidays or overtime on a day they are not rostered to work;
 - b. 3 hours for part-time team members except:
 - i. 2 hours for the purpose of 6 monthly stocktake in which a part-time team member may be engaged once only for each 6 monthly stocktake. Any such 2 hour minimum engagement will be undertaken as an additional shift as provided in subclause 4.4.9.
 - ii. refer to clauses A1.3 and A1.6.1(c) for saved minimum engagement for eligible meat department team members.

Maximum hours per shift

- 4.4.2 A permanent team member may be rostered to work:
- a. a maximum of 9 hours (exclusive of meal breaks) for any shift; and
 - b. a maximum of 10.5 hours (exclusive of meal breaks) for any 2 shifts in a week.

Work on registers

- 4.4.3 A permanent team member may be rostered to work:
- a. a maximum of 8 hours (exclusive of meal breaks) on registers on any day; or
 - b. more than 8 hours (exclusive of meal breaks) on registers for any day by agreement.

Starts per day

- 4.4.4 A permanent team member may be rostered start work on:
- a. 1 occasion on any day; or
 - b. 2 occasions where provided in subclauses 4.10.1 and 4.10.2.

Minimum break between shifts

- 4.4.5 There will be a minimum break of 10 hours between a permanent team member's finishing time on 1 shift (including overtime) and the starting time of their next shift.
- 4.4.6 This will not apply to the additional shift provision in respect of the break between the first and second work period as per subclauses 4.10.1 and 4.10.2.

Minimum hours per week

- 4.4.7 Refer to subclause A1.3.1 for saved minimum hours per week for eligible meat department team members.

Maximum hours per week

- 4.4.8 The maximum hours a team member may be rostered to work in any week will be:
- a. 48 hours for a full-time team member; or
 - b. 38 hours for a part-time team member except where provided in subclause 4.4.9.

Additional hours for part-time team members

- 4.4.9 In conjunction with, or in addition to any rostered shift, a part-time team member may be offered on a voluntary basis additional hours to a maximum of 38 hours in any week (or 48 hours in any week of December, January and at Easter), which if accepted, will be paid at the casual rate. Provided that such additional hours will be offered:
- a. in accordance with the relevant rostering principles and up to a maximum of 144 hours in any 4 week cycle; and
 - b. on the basis of being paid the casual loading as provided in clause 4.3 instead of entitlements to any form of paid leave (except long service leave).

Maximum days per week

- 4.4.10 A permanent team member's rostered hours will be worked on:
- a. not more than 5 days in each week; or
 - b. 6 days in 1 week if in the following week rostered hours are worked on not more than 4 days; or
 - c. 6 days in a week if a team member requests in writing and the Company agrees. A team member can withdraw from this agreement by giving the Company 4 weeks' notice. This will not change the team member's contracted hours unless otherwise agreed with the Company.

Maximum consecutive days

- 4.4.11 A permanent team member may be rostered to work:
- a. a maximum of 6 consecutive days in any fortnight; or
 - b. a maximum of 7 consecutive days in any fortnight if a team member requests in writing and the Company agrees. A team member can withdraw from this agreement by giving the Company 4 weeks' notice. This will not change the team member's contracted hours unless otherwise agreed with the Company.

Consecutive days off

- 4.4.12 A permanent team member must be rostered to receive at least 2 consecutive days off each fortnight.

Hours over any 4 week cycle

- 4.4.13 Over any 4 week cycle rosters will provide for:
- a. 152 hours for a full-time team member; or
 - b. an agreed number of hours for part-time team members with a minimum of 40 hours and a maximum of 144 hours.
- 4.4.14 A part-time team member may work additional hours as provided in subclause 4.4.9.

Maximum days in any 4 week cycle

- 4.4.15 All full-time team members (excluding Department Managers/Team Leaders) will be rostered to work to a maximum 19 days in any 4 week cycle, unless they agree in writing to work 20 days.
- a. A new full-time team member will be offered 2 options; one with a maximum of 19 days in any 4 week cycle and the other with a maximum of 20 days. The new team member will freely select the option of their choice.
 - b. A team member will not be forced or coerced to agree to be rostered to work 20 days in any 4 week cycle. A team member can change their mind and revert to a 19 days by providing 1 month's notice.
- 4.4.16 A part-time team member may be rostered to a maximum of 20 days in any 4 week cycle.
- 4.4.17 A Department Manager/Team Leader may be rostered to work a maximum of 20 days in any 4 week cycle.

Sunday work

- 4.4.18 A permanent team member may be rostered to work:
- a. a maximum of 3 Sundays in any 4 week cycle and will be rostered off on a 3 day break which includes a Saturday and a Sunday (i.e. Friday, Saturday and Sunday or Saturday, Sunday and Monday); or
 - b. 4 Sundays in any 4 week cycle where a team member volunteers.

Rostered Days Off

- 4.4.19 Refer to clause A1.4 and A1.5 for saved rostered days off for eligible full-time meat department team members in Victoria and New South Wales/Australian Capital Territory.

4.5 OVERTIME AND MEAL ALLOWANCE — PERMANENT TEAM MEMBERS

Overtime — permanent team members

- 4.5.1 Permanent team members will be entitled to be paid overtime rates as provided in subclause 4.5.4 when they work:
- a. more than 9 hours on any shift (excluding meal breaks), except on 2 shifts in any week when a team member may be rostered to work up to a maximum of 10.5 hours (exclusive of meal breaks) without payment of overtime; or
 - b. more than 10.5 hours on any shift (excluding meal breaks) or in respect of team members working an additional shift in accordance with subclauses 4.10.1 and 4.10.2, a combined total of more than 10.5 hours on any day; or
 - c. without a 10 hour break as provided in subclause 4.4.5, they will be paid overtime until a minimum 10 hour break is provided. This provision will not apply to the break between the first and second work period as provided in subclauses 4.10.1 and 4.10.2; or
 - d. before or after a rostered shift (unless a part-time team member has accepted additional hours in accordance with subclauses 4.4.9); or
 - e. a non-rostered shift (unless a part-time team member has accepted additional hours in accordance with subclause 4.4.9); or
 - f. more than 5 days in any week (or 6 days in accordance with subclause 4.4.10); or
 - g. more than 20 days in any 4 week cycle if they are a Department Manager/Team Leader or a team member who has agreed to work 20 days in any 4 week cycle (in accordance with subclause 4.4.15).

Overtime — full-time team members

- 4.5.2 Full-time team members will be entitled to be paid overtime rates as provided in subclause 4.5.4 when they work:
- a. more than 48 hours in a week or 152 hours in any 4 week cycle; or
 - b. more than 19 days in any 4 week cycle (excluding Department Managers/Team Leaders and team members who agree to work 20 days in any 4 week cycle in accordance with subclause 4.4.15).

Overtime — part-time team members

- 4.5.3 Part-time team members will be entitled to be paid overtime rates as provided in subclause 4.5.4 when they work:
- a. more than 38 hours in a week or 144 hours in any 4 week cycle (unless a part-time team member has been offered and has accepted additional hours of work in any week of December, January and at Easter in accordance with subclause 4.4.9, then 48 hours will apply); or
 - b. more than 20 days in any 4 week cycle.

Overtime rates

- 4.5.4 Authorised overtime will be paid at the following rates:

Monday to Saturday		Sunday	Public Holiday
First 2 hours	After the first 2 hours	All Hours	
Time and a half	Double time	Double time	Double time and a half

Each shift will stand alone (i.e. overtime will be treated on a daily or shift basis and will be non-cumulative).

Time off instead of overtime

- 4.5.5 A team member may choose to take time off instead of overtime:
- a. time off will be calculated at the overtime equivalent;
 - b. team members can choose between payment or time off each occasion overtime is worked; and
 - c. time off must be taken within 1 calendar month of working overtime, or will be paid out.

Overtime and meal breaks

- 4.5.6 Where a team member is required to work more than 1.5 hours overtime either before or after their rostered start or finish time they will be entitled to:
- a. an unpaid meal break of 20 minutes; and
 - b. subject to subclause 4.5.10, be paid the meal allowance in subclause 4.5.12.
- 4.5.7 Where a team member is required to work overtime after a rostered shift of more than 5 hours or it is more than 5 hours since their last meal break they:
- a. will be entitled to an unpaid meal break of between 30 and 60 minutes prior to starting overtime; and
 - b. will not be paid the meal allowance in subclause 4.5.12.
- 4.5.8 Where a team member is rostered to work an additional shift as overtime of more than 5 hours they will be entitled to:
- a. an unpaid meal break of between 30 and 60 minutes; and
 - b. subject to subclause 4.5.10, be paid the meal allowance in subclause 4.5.12.
- 4.5.9 By agreement, the team member may work through their unpaid break and finish earlier. Regardless of this, the team member will still be entitled to the meal allowance in subclause 4.5.12 that they would have received had they not agreed to work through their unpaid meal break.

- 4.5.10 A team member will not be entitled to a meal allowance, if they have received 24 hours' notice or have been notified prior to finishing their previous shift of the requirement to work overtime.
- 4.5.11 Where a team member has been requested to work overtime and is then advised that the overtime is not required, the team member will still be entitled to the payment of a meal allowance in subclause 4.5.12.

4.5.12 **Meal allowance**

Date of Positive Vote	1 July 15	1 July 16
\$13.50	\$13.90	\$14.30

The meal allowance will begin from the first full pay period on or after the specified date, with the exception of the first increase in 2015, which will begin from the first full pay period on or after the date the Company is advised of a positive vote.

Reasonable overtime

- 4.5.13 Subject to subclause 4.5.14 the Company may require a team member to work reasonable overtime in accordance with the provisions of this subclause.
- 4.5.14 A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable having regard to:
- a. any risk to the team member's health and safety;
 - b. the team member's personal circumstances including any family responsibilities;
 - c. the needs of the workplace;
 - d. the notice (if any) given by the Company of the overtime and by the team member of their intention to refuse it;
 - e. whether the team member is entitled to receive overtime rates, penalty payments or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - f. the usual patterns of work in the industry, or the part of an industry, in which the team member works;
 - g. the nature of the team member's role and the team member's level of responsibility; and
 - h. any other relevant matter.

4.6 ESTABLISHING OR CHANGING ROSTERS — PERMANENT TEAM MEMBERS

Permanent roster changes

- 4.6.1 Any permanent roster change must be provided to the team member in writing with a minimum of 7 days' notice.
- 4.6.2 However, should a team member disagree with any permanent roster change, they will be provided with a minimum of 14 days' written notice instead.
- 4.6.3 During this time there will be discussions aimed at resolving the matter, as provided for in clause 8.2 Resolving Disputes. In the interim the team member's current roster remains until the dispute is resolved.

Temporary roster changes

- 4.6.4 Due to unexpected operational requirements, a permanent team member's roster for a given day may be changed by agreement with a team member prior to the start of the shift.
- 4.6.5 For the purposes of conducting the 6 monthly stocktake, a permanent team member's roster may be temporarily changed by providing notice as outlined in subclauses 4.6.1 and 4.6.2.

Our commitment to team members

- 4.6.6 Before notifying a permanent team member of any proposed roster change, the team member will be consulted for input and discussion.
- 4.6.7 Subject to subclauses 4.6.1 to 4.6.5, permanent team members will be provided with a permanent roster, which will not be subject to frequent variations from one cycle to another.
- 4.6.8 When establishing or changing a roster, the Company will have regard for the family or caring responsibilities and study commitments of the team member and whether the team member has safe transport home.
- 4.6.9 A permanent team member's roster may not be changed with the intent of avoiding payment of penalties or loadings, or other applicable benefits. Should such circumstances arise, the team member will be entitled to such penalty, loading or benefit, as if their roster had not been changed.

Shift swaps

- 4.6.10 A permanent team member may arrange to swap an individual shift with another team member. Any arrangement to swap a shift must be:
 - a. genuinely agreed to by both team members; and
 - b. compliant with all provisions of this Agreement; and
 - c. approved by the Store Manager or the Manager on Duty at least the day prior to the start of the shift. By agreement between the team members and the Company, less notice may apply.

Part-time team members — reduction in contracted hours

- 4.6.11 A part-time team member's contracted hours may be reduced by a maximum of 20% in any anniversary year provided:
 - a. the team member retains a minimum 40 hours in any 4 week cycle; and
 - b. the team member is provided with 2 weeks' notice in writing or where the team member does not agree, 4 weeks' notice will be provided instead.
- 4.6.12 Such team members will have preference to additional permanent hours that become available in their store ahead of part-time team members who had no reduction in hours, casual team members and new part-time team members. Such team members will also have preference to additional hours that are not permanent.

4.7 HOURS OF WORK — CASUAL TEAM MEMBERS

Minimum engagement

- 4.7.1 The minimum engagement for a casual team member is 3 hours on each occasion, except:
 - a. 2 hours for the purposes of 6 monthly stocktake in which a team member may be engaged once only for each 6 monthly stocktake for a minimum of 2 hours; or
 - b. 2 hours between 4pm and 6.30pm Monday to Friday for secondary school students in Western Australia or 3 hours if trading hours are extended to 9pm Monday to Friday.

Maximum hours per day

- 4.7.2 A casual team member's hours will be a maximum of 10.5 hours (exclusive of meal breaks) on any day.

Starts per day

- 4.7.3 A casual team member may start work on:
- a. 1 occasion on any day; or
 - b. 2 occasions where provided in subclause 4.10.1.

Minimum break between shifts

- 4.7.4 There will be a minimum break of 10 hours between a casual team member's finishing time on one shift (including overtime) and the starting time of their next shift.
- 4.7.5 This will not apply to the additional shift provision in respect of the break between the first and second work period as provided in subclauses 4.10.1.

Maximum hours per week

- 4.7.6 A casual team member's hours will be a maximum of 38 hours in any week.

Maximum days per week

- 4.7.7 A casual team member may work a maximum of 5 days in any week, unless by agreement a team member is willing to work 6 days.

Maximum consecutive days

- 4.7.8 A casual team member may work a maximum of 6 consecutive days, unless the team member has requested in writing to exceed 6 days.

4.8 OVERTIME — CASUAL TEAM MEMBERS

- 4.8.1 Casual team members will be entitled to be paid overtime rates as provided in subclause 4.5.4 when they work:
- a. more than 10.5 hours (exclusive of meal breaks) on any day; or
 - b. more than 38 hours in any week; or
 - c. more than 5 days in any week (except where mutually agreed where 6 days will apply); or
 - d. more than 6 consecutive days (except where the Company agrees to a team member's request where 7 days will apply); or
 - e. without a 10 hour break. Team members will be paid overtime until a minimum 10 hour break is provided. This provision will not apply to the break between the first and second work period as provided in subclause 4.10.1.

4.9 CHANGES TO HOURS — CASUAL TEAM MEMBERS

- 4.9.1 Start times may be changed by agreement prior to the casual team member's arrival for work.
- 4.9.2 Casual team members who are asked to work a specific number of hours on a day and whose hours are reduced, other than by the initiation of the team member, will be paid for the full number of hours specified.

4.10 ADDITIONAL SHIFTS

4.10.1 Part-time and casual team members may agree to work on 2 occasions on any day provided that:

- a. a minimum of 3 hours work will apply for each shift;
- b. there is a minimum break of at least 2 hours between the end of the first rostered shift and the start of the second shift;
- c. the maximum hours of work per day as provided for in subclause 4.4.2 for part-time and subclause 4.7.2 for casual team members will apply;
- d. there is a 10 hour break between the end of work on the second occasion and the start of the next shift;
- e. part-time team members will be paid the casual loading as provided in subclause 4.4.9(b) for the second shift;
- f. casual team members will be paid the applicable casual rate; and
- g. the arrangement will be on a voluntary basis and team member may withdraw their agreement to work an additional shift at any time.

Remote areas

4.10.2 Full-time team members who work at a store in a remote area (as defined in subclause 1.10.11) may agree to work their rostered hours on 2 occasions on any day, provided that:

- a. a minimum of 3 hours' work will apply for each shift;
- b. there is a minimum break of 2 hours between the cessation of the first shift and the start of the second shift;
- c. the maximum hours of work per day as provided in subclause 4.4.2 will apply;
- d. there is a 10 hour break between the end of work on the second occasion and the start of the next shift; and
- e. the team member may withdraw their agreement to work an additional shift under this subclause by giving 7 days' notice.

4.11 REST AND MEAL BREAKS – ALL TEAM MEMBERS

4.11.1 Entitlement

Shift length (hours worked)	Paid rest break	Unpaid meal break
4 hours or less	No rest break	No meal break
More than 4 hours but no more than 5 hours	1 x 15 minute rest break	No meal break
More than 5 hours but less than 7.5 hours	1 x 15 minute rest break	60 minute (or 30 minute by mutual agreement) meal break
7.5 hours but less than 10 hours	2 x 15 minute rest breaks	60 minute (or 30 minute by mutual agreement) meal break
More than 10 hours	2 x 15 minute rest breaks	2 x 60 minute (or 30 minute by mutual agreement) meal break

4.11.2 Where a team member has worked:

- a. more than 5 hours; or
- b. more than 5 hours after finishing their previous meal break

they will take an unpaid meal break between 30 and 60 minutes duration.

4.11.3 No team member will have their hours reduced to avoid rest and meal break entitlements. This provision does not alter the Company's right to change a team member's roster due to operational requirements.

Meal breaks immediately prior to the end of a shift

4.11.4 Where a team member is rostered to work between 5 and 6 hours they may request to take their meal break immediately prior to the end of their shift. If the request is approved the team member will not be required to stay in store during their break.

Paid meal break

4.11.5 Team members are entitled to a 20 minute paid meal break instead of an unpaid meal break where their meal break entitlement becomes due during the below hours.

Day	Time
Monday to Saturday	Midnight to 5am (each day)
Saturday	10pm to midnight
Sunday	Midnight to 6am
Sunday	9pm to midnight

4.11.6 However, where a team member is rostered for more than 8 hours they will receive a 30 minute paid meal break.

Break principles

4.11.7 Rest and meal breaks are to be taken in accordance with the following:

- a. team members will not work more than 5 consecutive hours without a meal break (except as provided in subclause 4.11.4);
- b. should a team member work through a break, they will be paid overtime rates until they take their break;
- c. breaks are not to be taken within 1 hour of starting or finishing work (except as provided in subclause 4.11.4);
- d. the duration of the break includes any travel time to and from the place where the team member will have their break; and
- e. all team members are entitled to go to the toilet or to get a drink regardless of whether they are entitled to a break.

Saved rest breaks

4.11.8 Team members engaged by Bi-Lo in Victoria immediately prior to 2 March 1997, who were working 4 hour shifts, will continue to receive a 10 minute paid rest break.

4.11.9 Team members who were:

- a. engaged prior 1 March 1997 in Victoria, Tasmania or the Northern Territory; and
- b. regularly rostered to work more than 7 hours and received a second 10 minute rest break

will continue to receive the second 15 minute rest break if they are rostered to work more than 7 hours.

4.12 LIMITED TENURE

- 4.12.1 A limited tenure refers to a team member engaged on a full-time or part-time basis for a specific task or tasks and/or for a specific period of time.
- 4.12.2 Prior to the start of a limited tenure, the team member will be advised in writing:
- a. of the nature of the work;
 - b. the hours to be worked;
 - c. the proposed weekly earnings; and
 - d. the start and finish dates of their limited tenure employment.
- 4.12.3 The minimum duration is 1 month, unless the sole purpose of the limited tenure is to replace a team member on annual leave or to replace a team member on guaranteed leave as provided in clause 2.4, the minimum duration is 1 week.
- 4.12.4 The maximum duration is 12 months, unless the sole purpose of the limited tenure is to replace a team member on parental leave.
- 4.12.5 A limited tenure is voluntary and must not run consecutively. However limited tenure may be extended by agreement, in accordance with the relevant maximum duration provided in subclause 4.12.4.
- 4.12.6 Existing team members who are entitled to savings provisions contained in this Agreement will continue to be entitled to the applicable savings provisions whilst engaged on limited tenure.
- 4.12.7 At the end of the limited tenure period, an existing team member will revert to a position which is no less advantageous to the team member than that which existed immediately prior to the limited tenure.
- 4.12.8 Where an existing team member is offered and accepts a limited tenure, such team member is not 'engaged under a contract of employment for a specified period of time' as referred to in s.386 (2) of the Act but are continuing team members.
- 4.12.9 A team member who accepts a change to limited tenure will not be disadvantaged in respect to their terms and conditions of employment.
- 4.12.10 A limited tenure may be terminated by either the team member or the Company in accordance with clause 8.1, Part 10 and Appendix G.

PART 5 — PUBLIC HOLIDAYS AND LEAVE

5.1 PUBLIC HOLIDAYS

Days that are public holidays

5.1.1 Permanent team members will be entitled, without loss of pay, to the following public holidays as observed in each State or Territory.

National	<ul style="list-style-type: none"> • New Year's Day • Australia Day • Good Friday • Easter Saturday (except in Tasmania) • Easter Monday • Anzac Day • Queen's Birthday/Birthday of Sovereign • Labour Day/8 Hour Day • Christmas Day • Boxing Day/Proclamation Day
TAS	<ul style="list-style-type: none"> • Show Day (instead of Easter Saturday) • Royal Hobart Regatta Day (south of and including Oatlands) • Recreation Day (where Royal Hobart Regatta Day is not observed)
VIC	<ul style="list-style-type: none"> • Melbourne Cup Day or in a locality outside of the Metropolitan area a day as declared, prescribed or legislated instead of Melbourne Cup Day
WA	<ul style="list-style-type: none"> • Foundation Day
NT	<ul style="list-style-type: none"> • Picnic Day
SA	<ul style="list-style-type: none"> • Adelaide Cup
NSW	<ul style="list-style-type: none"> • Picnic Day (the first Tuesday in November or another day as agreed with the Union) Where a team member works on this day, they are paid: <ol style="list-style-type: none"> a. at their base rate of pay including any additional penalties (but not public holiday penalty rates); and b. an additional day's pay or have another day off with pay.
ACT	<ul style="list-style-type: none"> • Canberra Day
QLD	<ul style="list-style-type: none"> • Exhibition Day or the appropriate regional show day

Additional public holidays

5.1.2 Any other day or part day declared, prescribed or legislated to be observed generally within a State, Territory or locality as a public holiday, will be an additional public holiday or part day public holiday for the purpose of this Agreement.

Local public holidays

5.1.3 Provided that where any other day in subclause 5.1.2 is declared, prescribed or legislated to be a local public holiday and a team member works on this day, they will be paid:

- a. at their base rate of pay including any additional penalties (but not public holiday penalty rates); and
- b. an additional day's pay or have another day off with pay.

Substituted public holidays

5.1.4 If a public holiday or part day public holiday is substituted by law by a State or Territory, then the substituted day or part-day is the public holiday. The original day or part-day is not a public holiday.

5.1.5 Where Christmas Day is substituted to another day (i.e. 25 December is not a public holiday) work on 25 December will attract an additional loading of half a normal day's wage for a full day's work in addition to any penalty rate which applies. The team member is also entitled to the benefits of the substituted public holiday.

Work on a public holiday

5.1.6 To meet customer expectations and business operational requirements, the Company's objective is for all team members to be available to work a minimum of 50% of public holidays where the business is able to trade.

A team member cannot be required but may volunteer to work on a public holiday.

5.1.7 Payment for work on a public holiday:

- a. permanent team members: an additional penalty of 150%.
- b. casual team members: in addition to the relevant casual loading, an additional penalty of 150%.

5.1.8 Where a team member chooses not to work on a public holiday they will be paid at their base rate of pay including any applicable penalties for the hours normally rostered to work.

Open for trade

5.1.9 Where a store is open for trade and it is a public holiday, a permanent team member normally rostered to work may choose to:

- a. work and they will be paid the public holiday penalty rate; or
- b. not work and they will be paid at their base rate of pay including any applicable penalties for the hours normally rostered to work.

Closed for trade

5.1.10 Where a store is closed for trade and it is a public holiday, a permanent team member normally rostered to work will be paid at their base rate of pay including any applicable penalties for the hours normally rostered to work.

Shifts worked over two days

5.1.11 For all purposes of the Agreement:

Where a team member's rostered shift has the:	The entire shift will be treated as a:
The majority of hours on a public holiday	Public Holiday
An equal number of hours on the public holiday and the day before a public holiday	Public Holiday
An equal number of hours on the public holiday and the day after a public holiday	Normal shift

Team members eligible for the non-working day entitlement

5.1.12 The following team members will be eligible for the non-working day entitlement:

- a. full-time team members;
- b. part-time team members rostered to work 20 starts in any 4 week cycle; and
- c. part-time team members rostered to work on different days each week and the public holiday falls on a day of the week that the team member works in any week of their roster cycle.

Non-working day entitlement

- 5.1.13 Subject to subclause 5.1.14, where a team member’s non-working day falls on a public holiday, by mutual agreement, an eligible team member will receive one of the following entitlements:
- a. an additional day’s pay; or
 - b. another day off with pay with their next period of annual leave; or
 - c. another day off with pay in the week prior to the public holiday; or
 - d. another day off with pay within 28 days after the public holiday. If agreement cannot be reached within 28 days after the public holiday, part (a) will apply.

Public holidays that do not attract non-working day entitlements

- 5.1.14 Non-working day entitlements do not apply to:
- a. additional public holidays as outlined in subclauses 5.1.2 or 5.1.3 that are declared, prescribed or legislated for a public holiday specified in subclause 5.1.1; or
 - b. any new “one-off” public holidays that are declared, prescribed or legislated (i.e. a public holiday not occurring annually).

For example – Boxing Day (26 December) falls on a Saturday and an additional public holiday is declared, prescribed or legislated on the following Monday. The non-working day provision in subclause 5.1.13 will apply to Boxing Day (26 December) but will not apply to the following Monday.

- 5.1.15 A “day” means the following:

Team member category	Meaning of a “day”
Full-time team members working 19 days in any 4 week cycle	8 hours (152 hours ÷ 19 days)
Full-time team members working 20 days in any 4 week cycle	7.6 hours (152 hours ÷ 20 days)
Part-time team members	Average number of hours per day in the 4 week cycle prior to the public holiday (Total number of hours in the 4 week cycle ÷ days worked in the 4 week cycle)

Saved Picnic Day —New South Wales only

- 5.1.16 In regard to NSW Picnic Day as provided for in subclause 5.1.1, existing team members engaged under the *Coles Supermarkets (Australia) Pty Ltd and AMIEU NSW/ACT Meat Agreement 2012* immediately prior to the start of this Agreement, who work on this day may also choose to have another day off with pay within 28 days of the public holiday.

Saved Picnic Day – South Australia only

- 5.1.17 Existing team members engaged under the *Coles Supermarkets Australia Pty Ltd (South Australia) Meat Agreement 2012* immediately prior to the start of this Agreement are entitled to a Picnic Day on the first Monday of March, or another day by mutual agreement. Where a team member works on this day they are paid:
- a. at their base rate of pay including any additional penalties (but not public holiday penalty rates); and
 - b. an additional day’s pay.

Saved Picnic Day – Victoria only

5.1.18 Existing team members engaged under the *Coles Supermarkets Australia Pty Ltd & AMIEU Victorian Meat Agreement 2011* immediately prior to the start of this Agreement are entitled to a Picnic Day:

- a. on the 3rd Wednesday in January; or
- b. where requested in writing, on another day instead of the 3rd Wednesday in January, by mutual agreement.

Where a team member works on Picnic Day they will be paid public holiday penalty rates as provided in subclause 5.1.7.

5.2 NON-TRADING DAYS AND TERMS FOR SPECIFIED DAYS

Non-trading days

5.2.1 Where a store is not allowed to open for trade due to trading hours legislation and it is not a public holiday, a permanent team member rostered to work may choose to:

- a. take annual leave; or
- b. take time off in lieu as provided in subclauses 4.5.5 and 5.1.13; or
- c. change their roster and work the hours elsewhere in the week roster cycle; or
- d. take the equivalent hours off without pay.

5.2.2 However in the case of Easter Sunday, where a store is not allowed to open for trade due to trading hours legislation and it is not a public holiday, a permanent team member rostered to work will be given the day off at their base rate of pay including any applicable penalties.

Easter Sunday, Christmas Eve and New Year's Eve

5.2.3 Where it is not a public holiday, work on Easter Sunday, after 6pm on Christmas Eve and after 6pm New Year's Eve is voluntary subject to the following:

- a. at least 4 weeks prior team members must advise the Company that they do not want to work;
- b. the Company will start a process to see if any permanent team members do not want to work their rostered hours, advising team members that work is voluntary;
- c. in deciding whether or not to work after 6pm on Christmas Eve, team members are asked to consider our customers' expectations and business operational requirements;
- d. permanent team members rostered to work and who do not want to work, will have their ordinary hours re-rostered in the 4 week cycle as part of their ordinary hours and paid base rate of pay and applicable penalties;
- e. where this occurs, at least 7 days prior the Company will ask for volunteers to work; and
- f. if there are not enough volunteers to work 6pm to 9pm on New Year's Eve, the Company may require a team member to work their rostered shift so that a reasonable staffing level is reached.

5.3 ANNUAL LEAVE

Entitlement

- 5.3.1 Full-time team members will be entitled to 4 weeks (152 hours) of annual leave for each year of continuous service.
- 5.3.2 However, full-time team members at the Coles Broken Hill store will be entitled to accrue an additional 1 week (38 hours) of annual leave for each year of continuous service.
- 5.3.3 Part-time team members will be entitled to annual leave on a pro-rata basis.
- 5.3.4 Annual leave accrues progressively during each year.

Taking annual leave

- 5.3.5 Annual leave will be taken by mutual agreement between the Company and the team member in varying periods of up to 4 weeks' duration, provided that 1 period will be of at least 2 weeks' duration.
- 5.3.6 Accrued annual leave will be approved and taken by the team member each anniversary year in accordance with subclause 5.3.5.
- 5.3.7 Where there is no agreement to take annual leave, the team member will take annual leave in one period of 4 weeks. The Company will provide a team member with at least 1 month's notice of the date from which their annual leave will be taken (or less by agreement).
- 5.3.8 Where possible a full-time team member is to be given preference to take their non-working day in conjunction with annual leave, or to move their non-working day so that it adjoins a period of annual leave.
- 5.3.9 In remote areas (as defined in subclause 1.10.11) preference will be given to team member's leave requests to assist in leave coinciding with a spouse's leave.

Payment

- 5.3.10 In addition to a team member's base rate of pay a team member will receive the penalty payment(s) that they would have received for their ordinary rostered hours had they not been on annual leave.
In addition, a team member will be entitled to receive a loading of 17.5% calculated on their base rate of pay.
- 5.3.11 For periods of leave of 1 week or more, a team member will receive payment for the period of absence including leave loading and any outstanding wages prior to starting leave. Provided that at the team member's request, the Company may:
 - a. withhold outstanding wages and pay them to the team member on their return to work;
 - b. withhold outstanding wages and payment for such leave and pay progressively using the normal pay periods.

For periods of leave of less than 1 week, the team member will receive payment with their week's wages on the normal pay day.

Annual leave and public holidays

- 5.3.12 Where a public holiday as outlined in clause 5.1 falls within a period of annual leave, that day(s) or part-day is treated as a public holiday (day or part-day off with pay based on a team member's ordinary rostered hours) and will not be deducted from their annual leave entitlement.

Annual leave and other periods of leave

- 5.3.13 If a team member's period of annual leave includes a period of any other leave (other than unpaid parental leave), the team member is taken not to be on annual leave for the period of that other leave or absence. The other leave will be taken in accordance with the applicable leave provisions in this Agreement.

Cashing out of annual leave

- 5.3.14 A permanent team member may request to cash out their accrued annual leave providing that:
- a. the request is made in writing to the Company on each occasion;
 - b. a maximum period of 2 weeks (pro-rata for part-time team members) can be cashed out each anniversary year;
 - c. 152 hours (pro-rata for part-time team members) of accrued annual leave remains after cashing out;
 - d. the team member is paid their base rate of pay, any applicable penalties for their ordinary rostered hours and leave loading; and
 - e. it will not affect the team member's right to reasonable rest and recreation.

Annual leave and termination

- 5.3.15 When the employment of a team member terminates, they will be paid any accrued annual leave not taken on the basis of:
- a. payment for leave entitlements accrued from previous anniversary years based on base rate of pay, plus 17.5% leave loading and penalties.
 - b. payment for leave entitlements accrued from the last anniversary date, calculated on the basis of 1/12th of the base rate of pay for that period, excluding 17.5% leave loading and penalties.

Deductions from termination payment

- 5.3.16 Where a team member has been granted leave in advance of any entitlement and later terminates their employment prior to accruing the appropriate leave, subject to State Long Service Leave provisions, the Company may deduct monies equivalent to such leave from any payment made to the team member on termination.

5.4 BLOOD DONOR LEAVE

Entitlement

- 5.4.1 For the purpose of donating blood, a permanent team member will be entitled to take:
- a. a maximum of 2 hours on each occasion; and
 - b. a maximum of 4 separate absences each calendar year.

- 5.4.2 The absence must be:

- a. on a day suitable to the Company; and
- b. at a time as close as possible to the start or end of the team member's ordinary rostered hours.

Notification

- 5.4.3 Team members will notify the Company of the date and time as soon as possible.

Documentation

- 5.4.4 Team members will provide the Company with:
- a. proof of their attendance; and
 - b. proof of the duration of their attendance.

Payment

- 5.4.5 In addition to a team member's base rate of pay a team member will receive the penalty payment(s) and allowances that they would have received for their ordinary rostered hours had they not been on blood donor leave.

5.5 CARER'S LEAVE

Entitlement

- 5.5.1 A permanent team member is entitled to use their accrued sick leave entitlement (refer to subclauses 5.17.2 and 5.17.3) for when a member of their immediate family (as provided in clause 1.10.8) or household requires care or support due to:

- a. that person being ill or injured; or
- b. an unexpected emergency.

- 5.5.2 Team members taking carer's leave is on the basis that they are the most suitable person, in the circumstances, to provide such care or support.

Annual paid carer's leave

- 5.5.3 Where a team member has taken 76 hours of paid carer's leave in each anniversary year (pro-rata for part-time team members), an additional 7.6 hours of paid carer's leave may be accessed (pro-rata for part-time team members). This leave is not deducted from the team member's accrued sick leave. This leave does not accumulate from year to year.

- 5.5.4 However, team members engaged under the *Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011* immediately prior to the start of this Agreement and who were engaged immediately prior to 1 August 1997, are entitled to an additional 22.8 hours of paid carer's leave instead of 7.6 hours as provided for in subclause 5.5.3.

Unpaid carer's leave

- 5.5.5 Permanent and casual team members are entitled up to 2 days' unpaid carer's leave for each occasion that a member of their immediate family (as provided in subclause 1.10.8) or household requires care or support due to:

- a. that person being ill or injured; or
- b. an unexpected emergency.

- 5.5.6 The 2 days can be taken as a continuous period or any separate periods as agreed between the Company and the team member.

- 5.5.7 Permanent team members are only entitled to unpaid carer's leave once their paid carer's leave (in accordance with subclauses 5.5.3 and 5.5.4) has been used.

- 5.5.8 Only 1 day of unpaid carer's leave is available in conjunction with leave accessed under subclauses 5.5.3 and 5.5.4.

Notification

- 5.5.9 As soon as is reasonably practicable, the team member will provide the Company with notice of:

- a. their intention to take carer's leave;
- b. a satisfactory explanation of the reason for the leave; and
- c. the estimated duration of absence.

Documentation

- 5.5.10 Reasonable proof of absence may be required by the Company to approve payment.

Payment

5.5.11 Carer's leave will be paid at the team member's base rate of pay for the hours normally rostered to work. The penalties in clause 4.2 do not apply.

5.5.12 However, team members engaged under the:

- *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012*; or
- *Coles Supermarkets (Australia) Pty Ltd & AMIEU Victorian Meat Agreement 2011*; or
- *Coles Supermarkets (Australia) Pty Ltd and Australasian Industry Employees' Unions (AMIEU) Western Australian Agreement 2012*; or
- *Coles Supermarkets South Australia Meat Agreement 2012*

immediately prior to the start of this Agreement will be paid carer's leave at their base rate of pay for the hours normally rostered to work including any applicable penalties.

Make-up time

5.5.13 By agreement team members may work 'make-up time' during ordinary hours. This is when a team member takes time off during ordinary hours, and works those hours at a later time. Where a team member takes make-up time all rostering provisions in this Agreement apply.

5.6 COMPASSIONATE LEAVE

5.6.1 Entitlement - permanent team members

Circumstance	Entitlement
The death of their father, mother (including stepfather and stepmother), guardian, spouse (including former, de facto or former de facto spouse), child (including step and foster children), or a member of the team member's household	Maximum of 5 paid shifts If a team member does not attend the funeral where it takes place outside of Australia, they will be entitled to payment for 2 shifts. However, if the team member can justify their requirement for additional time, they will be entitled to a maximum of 5 paid shifts.
The death of their parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law	Maximum of 3 paid shifts If a team member does not attend the funeral where it takes place outside of Australia, they will be entitled to payment for 2 shifts. However, if the team member can justify their requirement for additional time, they will be entitled to a maximum of 3 paid shifts.
The death of their aunt or uncle	1 paid shift to attend the funeral
The death of a close relative	1 paid shift may be approved to attend the funeral
Where a member of the team member's immediate family (as provided in subclause 1.10.8) or household suffers a serious illness or injury	2 paid shifts for the purposes of spending time with that person (either as a continuous period or single shifts). This is for each occasion and can be taken at any time while the illness or injury persists.

Permanent team members required to travel

- 5.6.2 If a permanent team member attends the funeral of a relative detailed in subclause 5.6.1 and is required to travel:
- a. interstate or more than 500 kilometres, the team member will be entitled to receive an additional 2 unpaid shifts; or
 - b. outside of Australia, the team member will be entitled to receive an additional 2 unpaid weeks’.

5.6.3 **Entitlement - casual team members**

Circumstance	Entitlement
Where a member of the team member’s immediate family or household dies or contracts or develops an illness or injury that poses a serious threat to their life.	2 unpaid shifts

Documentation

- 5.6.4 Team members will provide the Company with:
- a. proof of death, illness or injury to the satisfaction of the Company; and
 - b. proof of attendance in the case of a funeral outside Australia.

Payment

- 5.6.5 Compassionate leave will be paid at the team member’s base rate of pay for the hours normally rostered to work. The penalties in clause 4.2 do not apply.

5.7 DEFENCE SERVICE LEAVE

Entitlement

- 5.7.1 Team members who are Defence Reservists will be entitled to be absent from work to undertake all types of Defence service.

Notification and documentation

- 5.7.2 Team members must provide notice to the Company at least 1 month prior to the period of leave. The notice should detail the start and finish dates for training.

Payment

- 5.7.3 Permanent team members who are required to attend full-time training to prepare for Defence service will be paid the difference between the payment received in respect of their attendance and the team member’s base rate of pay as if working.
- 5.7.4 Base rate of pay for the purposes of this clause includes Northern Territory district allowances (as provided in subclause 3.7.10) and Western Australia location allowances (as provided for in subclause 3.7.11), but does not include other allowances, penalty payments or overtime payments.
- 5.7.5 For other types of Defence service permanent team members are entitled to unpaid Defence service leave.
- 5.7.6 Casual team members are entitled to unpaid Defence service leave.

5.8 DOMESTIC AND FAMILY VIOLENCE LEAVE

5.8.1 The Company recognises that team members who experience domestic or family violence may need additional support to recover, settle, organise children, attend doctor's appointments, court appointments and related activities. The Company will make every effort to provide such support and will treat such matters with confidentiality.

Entitlement

5.8.2 A permanent team member experiencing domestic or family violence will have the choice to access sick leave, carer's leave, annual leave or leave of absence. Leave may be granted for the purpose of seeking medical and legal assistance, for counselling, relocation or other related activities.

5.8.3 Team members who are experiencing domestic or family violence may also request flexible work arrangements in accordance with clause 2.3.

Notification

5.8.4 Team members are required to notify the Store Manager of such absence on the first day of absence if prior notice is not possible.

Documentation

5.8.5 The Company may request reasonable supporting documentation from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence may be accepted.

Payment

5.8.6 Domestic and family violence leave will be paid in accordance with the type of leave being taken by the team member.

5.9 EMERGENCY SERVICES LEAVE

Entitlement

5.9.1 Permanent and casual team members involved in recognised voluntary emergency services (such as SES and firefighting) will be entitled to time off to attend to emergency management activities.

5.9.2 Emergency services leave for permanent team members attending emergencies in the local area will not be unreasonably restricted by the Company or unreasonably accessed by the team member.

5.9.3 Permanent team members attending emergencies not in the local area are entitled to a maximum of 2 paid days. The Company may approve additional paid leave, depending on the seriousness of the emergency (e.g. major bushfire).

Notification

5.9.4 Team members will provide the Company with notice as soon as practicable and keep the Company informed about the time off needed.

Documentation

5.9.5 Permanent team members will provide the Company with supporting documentation as evidence of their attendance.

Payment

- 5.9.6 Payment for permanent team members will be at their base rate of pay for the hours normally rostered to work including any applicable penalties, Northern Territory district allowances (as provided for in subclause 3.7.10) and Western Australia location allowances (as provided for in subclause 3.7.11).
- 5.9.7 Casual team members can access unpaid emergency services leave.

5.10 JURY SERVICE

Entitlement

- 5.10.1 Team members will be entitled to time off when required to attend for jury service.

Notification

- 5.10.2 Team members will provide the Company with notice as soon as practicable.

Rostering

- 5.10.3 All team members attending for jury service (including selection) are not required to attend work on that day. The combination of consecutive jury and work days will not exceed the maximum days provided in clauses 4.4 and 4.7.

Documentation

- 5.10.4 To receive payment, team members will provide the Company with:
- a. proof of their requirement to attend jury service;
 - b. proof of attendance; and
 - c. proof of jury fees received for such service.

Payment

- 5.10.5 Permanent team member will be paid the difference between jury service fees received and their base rate of pay, including penalty payments that they would have received for their ordinary rostered hours had they not been on jury service.
- 5.10.6 Permanent team members required to attend for jury service during annual leave will be entitled to have their annual leave entitlement re-credited, as provided in subclause 5.3.13.
- 5.10.7 Casual team members may be entitled to payment, in accordance with the relevant State or Territory legislation.

5.11 LEAVE OF ABSENCE

- 5.11.1 A leave of absence is an approved period of unpaid leave 1 weeks' duration or more, which can be requested by the team member provided that:
- a. the maximum period of absence on any one occasion is 12 months;
 - b. all outstanding paid leave entitlements the team member is eligible to apply for are taken prior to the period of absence (unless otherwise agreed); and
 - c. the absence will not break continuity of service.

- 5.11.2 The Company may approve a leave of absence for reasons such as:
- a. studying commitments requiring time to attend exams or participate in annual school holidays;
 - b. travelling overseas or interstate for an extended period;
 - c. to care for an ill or injured close relative; or
 - d. returning to study on a full-time basis.
- 5.11.3 During a period of unpaid leave annual leave, sick/carer's leave and long service leave accruals are frozen.

5.12 LONG SERVICE LEAVE

- 5.12.1 Team members are entitled to long service leave in accordance with the relevant State or Territory legislation.
- 5.12.2 Long service leave provisions for team members at the Coles Broken Hill store will be as per the New South Wales Long Service Leave Act 1955, provided that long service leave accrues on the basis of 1.3 weeks per year of service.
- 5.12.3 A team member may request to access long service leave on the basis of double time at half pay. Provided that the team member will not accrue any more leave than they would have had they taken long service leave on normal pay. Requests will not be unreasonably refused.

5.13 NATURAL DISASTER LEAVE

Team members leaving work

- 5.13.1 A team member will be allowed to leave work where a cyclone warning is announced, or there is a natural disaster (e.g. flooding or bushfires) which:
- a. poses a genuine threat to a team member's property; or
 - b. creates a need for a team member to care for a member of their household; or
 - c. poses a genuine threat to a team member gaining access to their home (e.g. road closures).

Team members unable to attend

- 5.13.2 Where a permanent team member is unable to attend for work as rostered due to a cyclone warning or a natural disaster, the team member may request access to natural disaster leave. Requests will not be unreasonably refused provided that there are no reasonable alternative arrangements which would allow a team member to attend work such as:
- a. the team member being able to work their rostered shift at an alternative surrounding store; and/or
 - b. alternative transport being available; and/or
 - c. any other reasonable alternative arrangements made by the Company.

Payment

- 5.13.3 Permanent team members are entitled to access up to 3 paid days (pro-rata for part-time team members) at the team member's base rate of pay for the hours normally rostered to work. The penalties provided in clause 4.2 do not apply. This leave does not accumulate from year to year.

5.14 PARENTAL LEAVE AND RELATED ENTITLEMENTS

5.14.1 Parental leave is a period of unpaid leave that can be taken when:

- a. a team member gives birth; or
- b. a team member's spouse gives birth; or
- c. a team member adopts a child under the age of 16 years.

Definitions

5.14.2 "Adoption leave" means unpaid parental leave taken by a team member on the adoption of a child.

5.14.3 "Child" for the purposes of adoption leave means a child who:

- a. is 16 years or under on the day or expected day of placement for adoption;
- b. will not have lived continuously with the team member for a period of 6 months or more at the day or the expected day of placement for adoption; and
- c. is not (other than because of the adoption) a child or step-child of the team member or the team member's spouse.

5.14.4 "Eligible casual" means a team member who:

- a. has a reasonable expectation of ongoing work with the Company had it not been for the birth or adoption; and
- b. is engaged on a regular and systematic basis (i.e. at least 1 start per fortnight) for an ongoing period of at least 12 months immediately before starting parental leave; or
- c. was engaged on a regular and systematic basis for two engagements and the combined length of the first and second period of employment is 12 months subject to the following:
 - i. the sequence of periods during the first period of employment was less than 12 months and the employment ended at the team member's initiative; and
 - ii. the sequence of periods during the second period of employment started at least 3 months following the end of the first period of employment.

5.14.5 "Employee couple" is where two employees (not necessarily of the same employer) are in a spousal relationship.

5.14.6 "Pre-parental leave position" means the position held by a team member:

- a. immediately before starting leave or part-time employment under this clause, whichever occurs first; or
- b. immediately before transferring to a safe job.

If the team member's pre-parental leave position no longer exists and other positions are available that the team member is qualified for, the pre-parental leave position will become a position as nearly comparable in status and pay to the position held as per parts (a) or (b) above.

5.14.7 "Keeping in Touch Days" are days that allow a team member to attend work whilst on unpaid parental leave as defined in the Act.

5.14.8 "Spouse" includes a former spouse, a de facto spouse or a former de facto spouse.

Entitlement

5.14.9 A team member may take parental leave for:

- a. the birth of a child; or
- b. the placement of a child with the team member for adoption

where the team member has or will have responsibility for the care of the child, the entitlement to unpaid parental leave, including on a shared basis, is as follows:

	Period of continuous service	Maximum entitlement
Full-time and part-time	6 months	26 weeks
Full-time and part-time	12 months	104 weeks
Eligible casual	12 months	104 weeks

5.14.10 If each parent is taking parental leave at separate times the combined leave cannot exceed the maximum entitlement in subclause 5.14.9. The combined leave must be taken in a single continuous period.

Parents taking leave at the same time

5.14.11 Parents can take up to 8 weeks unpaid parental leave at the same time (concurrent leave). This leave can be taken in separate periods. Each period must be at least 2 weeks (unless otherwise agreed). Such leave is deducted from the team member's parental leave entitlement.

Unpaid pre-adoption leave

5.14.12 Regardless of the team member's length of continuous service, they may take 2 days unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child (or more by agreement). However, the Company may require the team member to take any paid leave entitlement before accessing unpaid leave under this clause.

Notification and documentation

5.14.13 At least 10 weeks before the birth, a team member must provide the following when taking parental leave:

A medical certificate from a duly qualified medical practitioner

Stating:

- the team member is pregnant; or
- name of the team member's spouse and that she is pregnant; and
- expected date of birth; or
- the date on which the birth took place.

Written notice

Stating:

- the period of parental leave; and
- any period of parental leave requested or taken by the team member's spouse; or
- that the team member's spouse will be the primary care-giver of a child (except for when parents take leave at the same time under subclauses 5.14.11 and 5.14.35).

5.14.14 At least 10 weeks before the placement of a child, a team member must provide the following when taking adoption leave:

Written notice

Stating:

- the period of adoption leave;
- any period of adoption leave requested or taken by the team member's spouse;
- the expected date of adoption; and
- that the team member will be primary care-giver.

- 5.14.15 Team members who are taking leave at the same time (concurrent leave) need to provide at least 10 weeks' notice to the Company of their first period of leave. For any future periods of leave being taken at the same time, a team member needs to provide at least 4 weeks' notice.
- 5.14.16 At least 4 weeks before the birth or the placement of a child, a team member must confirm, in writing, the start and end dates for the parental or adoption leave.
- 5.14.17 Where the team member cannot give the appropriate notice because it is not possible to do so (for example the birth occurs earlier than expected) they can still take leave but must give notice as soon as practicable.

Special maternity leave

- 5.14.18 A pregnant team member eligible for unpaid parental leave may take unpaid special maternity leave if she is not fit for work due to:
- a. a pregnancy-related illness; or
 - b. her pregnancy ending within 28 weeks of the expected date of birth, other than by the birth of a living child.
- 5.14.19 If a team member has not started maternity leave and she suffers a pregnancy-related illness, she may take paid sick leave before taking unpaid special maternity leave.
- 5.14.20 If a team member takes special maternity leave due to a pregnancy-related illness, the leave will end when the either the pregnancy ends or the illness ends, whichever occurs first.
- 5.14.21 Special maternity leave, or paid sick leave taken as special maternity leave, does not reduce the team member's total unpaid parental leave entitlement.
- 5.14.22 As soon as possible, the team member will notify the Company:
- a. that she is taking special maternity leave; and
 - b. the estimated duration.
- 5.14.23 A medical certificate may be requested by the Company.

Work in the 6 weeks before the birth

- 5.14.24 If a pregnant team member wants to continue to work in the 6 weeks before the expected birth, the Company may request a medical certificate to be provided that states whether the team member is fit for work.
- 5.14.25 If the team member is fit for work the medical certificate must also state whether it is inadvisable for the team member to continue in her current position because of:
- a. pregnancy-related illness or risks; or
 - b. hazards connected with the position.
- 5.14.26 If a team member is on paid no safe job leave under subclauses 5.14.30 during the 6 week period before the expected birth, the Company can request a further medical certificate to be provided within 7 days that states whether she is fit for work.
- 5.14.27 The Company may require a team member to start unpaid parental leave as soon as practicable if:
- a. she does not provide the medical certificate within 7 days of the request; or
 - b. the medical certificate states she is not fit for work.

A safe job

- 5.14.28 If a pregnant team member provides a medical certificate stating:
- a. she is fit for work; and
 - b. it is inadvisable for her to continue in her current position during a stated period because of pregnancy-related illness or risks or hazards connected with that position
- the team member will be transferred to an appropriate safe job with no change to the team member's terms and conditions of employment.
- 5.14.29 The team member will continue to be paid at the same base rate of pay including any applicable penalties, allowances or overtime that she was paid in her position immediately before she was transferred to an appropriate safe job. The team member and the Company can agree on a different working hours.
- 5.14.30 If an appropriate safe job is not available, the team member may take no safe job leave immediately. This leave is in addition to any other leave entitlements.
- 5.14.31 Payment for team members who are entitled to unpaid parental leave will be at the team member's base rate of pay for their ordinary hours of work.
- 5.14.32 No safe job leave will end when the following occurs (whichever is first):
- a. if the period of leave connected with the birth of a child starts; or
 - b. at the end of the pregnancy; or
 - c. if the team member provides a medical certificate stating she is not fit for work.

When parental leave starts

- 5.14.33 If the pregnant team member takes unpaid parental leave, it has to start:
- a. on the birth of the child; or
 - b. up to 6 weeks before the expected birth (or earlier by agreement).
- 5.14.34 If the team member is not pregnant and is:
- a. the parent taking the unpaid parental leave; or
 - b. taking adoption leave
- the leave may start anytime from the birth or placement of the child.
- 5.14.35 When parents take leave at the same time (concurrent leave) it can start:
- a. on the birth or placement of the child; or
 - b. earlier than this date by agreement; or
 - c. later than this date but within 12 months of the birth or placement of the child.
- 5.14.36 The spouse can start unpaid parental leave within 12 months after the birth or placement of the child if:
- a. they have responsibility for the care of the child; and
 - b. their pregnant spouse is not a team member.

Other leave during unpaid parental leave

- 5.14.37 A team member can take annual or long service leave during unpaid parental leave. Any leave taken is deducted from the team member's total parental leave entitlement.
- 5.14.38 Sick/carer's leave and compassionate leave is not available during unpaid parental leave.

Casual work during unpaid parental leave

- 5.14.39 An eligible team member may request to be engaged on a casual basis during a period of unpaid parental leave. A team member cannot work on a casual basis if they are:
- a. receiving a government paid parental leave payment; or
 - b. intend to receive a government paid parental leave payment during the period of parental leave and has not received the final payment as yet.
- 5.14.40 A team member's request to be engaged on a casual basis is in addition to the team member's entitlement to 'keeping in touch' days under the Act.
- 5.14.41 Eligible team members will not accrue any leave except for long service leave when working casually during unpaid parental leave.
- 5.14.42 Work will not extend the period of parental leave beyond the original period of leave approved.
- 5.14.43 Any work performed will be paid at the casual rate as provided in clause 4.3.

Consultation with team members on unpaid parental leave

- 5.14.44 Where the Company has made a decision which will have a significant effect on the status, pay or location of the team member's pre-parental leave position, the Company must take all reasonable steps to give the team member information about, and an opportunity to discuss, the effect of the decision on their position.

Extending parental leave

- 5.14.45 Where a team member who has 12 months continuous service has originally applied for:
- a. less than 52 weeks leave, if eligible, the team member may extend their leave up to a total of 52 weeks (or more by agreement); or
 - b. 52 weeks leave, if eligible, the team member may extend their leave up to a total of 104 weeks.
- 5.14.46 Where a team member extends their leave they must provide 4 weeks' written notice before the original leave ends, including:
- a. the team member's original leave and the new end date; and
 - b. any amount of unpaid parental leave their spouse has taken or will take.
 - c. The Company must respond in writing within 21 days.
- 5.14.47 A team member with 6 months continuous service may request additional unpaid leave of up to 12 months as provided in clause 5.11, leave of absence.

Shortening parental leave

- 5.14.48 A team member may shorten their leave by agreement with the Company by giving 4 weeks' written notice (or less by agreement).

Return to work after cancellation of unpaid parental or adoption leave

- 5.14.49 Where the placement of a child for adoption does not occur or continue the team member must notify the Company as soon as reasonably practicable. The team member will return to work within 4 weeks' of notifying the Company on a date chosen by the Company.
- 5.14.50 If a team member has started unpaid parental leave and loses their child during the period of leave, they may return to work, on an agreed date, within 4 weeks of the return to work date requested by the team member.

Returning to work from unpaid parental leave

- 5.14.51 At least 4 weeks before the end of the parental leave, a team member must notify the Company, in writing, of their intention to return to work.
- 5.14.52 A team member will be entitled to their pre-parental leave position unless it no longer exists as provided in subclause 5.14.54.
- 5.14.53 A casual team member will be re-engaged as a casual team member when returning to work.

Pre-parental leave position

- 5.14.54 A team member returning to work part-time will return to their pre-parental leave position. However, if this is not possible the team member will be placed in another position under this Agreement as provided for in subclause 5.14.6.
- 5.14.55 A team member with at least 12 months continuous service before starting part-time work after the birth or placement of a child has the right to return to their pre-parental leave position:
 - a. at the end of the period of such part-time work; or
 - b. at the end of any following periods of part-time work if there is more than one period.

Temporary Part-time Work Agreement

- 5.14.56 The following team members may work part-time for one or more periods:
 - a. a pregnant team member; or
 - b. a team member who has returned to work following the birth or placement of the child until the child's second birthday or the second anniversary of the placement.
- 5.14.57 A team member may work part-time under this clause regardless of any other clause in the Agreement that limits the circumstances and terms of part-time employment.
- 5.14.58 A team member who is a parent of a child who is of school age or younger may request for Flexible Working Arrangements as provided in clause 2.3.
- 5.14.59 Before starting a period of part-time work under this clause, a Part-time Work Agreement will be agreed to in writing and the Company will confirm the following:
 - a. that the team member may work part-time;
 - b. the period of part-time employment;
 - c. the team member's classification for this period; and
 - d. the team member's roster.
- 5.14.60 The terms of the Part-time Work Agreement may be varied:
 - a. by agreement; or
 - b. in accordance with the rostering principles as provided in clause 4.4.
- 5.14.61 The Company will provide a copy of the Part-time Work Agreement, and any variation to it, to the team member and will also retain copies for its records.

Replacement team members

- 5.14.62 A replacement team member is a team member specifically engaged as a result of a team member working part-time under subclause 5.14.56.
- 5.14.63 The following subclauses 5.14.56, 10.4.5 and 5.14.57 will apply to the part-time employment of a replacement team member.

- 5.14.64 Before engaging a replacement team member the Company will inform the person of the temporary nature of the employment and of the rights of the team member who is being replaced.
- 5.14.65 Nothing in this subclause will be construed as requiring the Company to engage a replacement team member.

5.15 PRE NATAL LEAVE

Entitlement

- 5.15.1 A permanent team member who is pregnant may access sick leave or carer's leave to attend medical appointments associated with their pregnancy.
- 5.15.2 A permanent team member whose partner is pregnant may access carer's leave to attend medical appointments with their partner.
- 5.15.3 Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.

Notification

- 5.15.4 The team member will provide the Company with reasonable notice of their requirement to take pre natal leave.

Documentation

- 5.15.5 Team members may be required to provide the Company with proof of attendance in accordance with the relevant leave type being accessed (i.e. subclause 5.17.7 sick leave or subclause 5.5.10 carer's leave).

Payment

- 5.15.6 The actual time taken to attend each appointment will be deducted from the team member's accrued sick leave or carer's leave entitlement.
- 5.15.7 Pre natal leave will be paid at the team member's base rate of pay for the hours normally rostered to work. The penalties in clause 4.2 do not apply.
- 5.15.8 However, team members engaged under the:
- *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012*; or
 - *Coles Supermarkets (Australia) Pty Ltd & AMIEU Victorian Meat Agreement 2011*; or
 - *Coles Supermarkets South Australia Meat Agreement 2012*

immediately prior to the start of this Agreement will be paid sick/carer's leave at their base rate of pay for the hours normally rostered to work including any applicable penalties.

5.16 REPATRIATION CENTRE LEAVE — SOUTH AUSTRALIA ONLY

Entitlement

- 5.16.1 Permanent team members engaged under the *Coles Supermarkets South Australia Meat Agreement 2012* immediately prior to the start of this Agreement who are ex-service personnel, will be entitled to time off to attend medical examinations and/or treatment at Repatriation Centres.

Documentation

- 5.16.2 Team members will provide the Company with:
- a. proof of their requirement to attend a Repatriation Centre; and
 - b. proof of attendance.

Payment

5.16.3 Team members will be paid the difference between any payment received from the Repatriation Department and the team member’s base rate of pay, up to a maximum of 4 hours on each occasion.

5.17 SICK LEAVE

Entitlement

5.17.1 A permanent team member is entitled to sick leave when they are unable to attend work as rostered due to a personal illness or injury.

5.17.2 Full-time team members accrue 76 hours of paid sick leave for each year of continuous employment.

5.17.3 Part-time team members accrue sick leave on a pro-rata basis.

5.17.4 Sick leave accrues progressively during the first year of service. At the start of a team member’s second year of service, and at the start of each following year of continuous service, the sick leave entitlement will be provided to the team member on their anniversary date.

5.17.5 Full-time team members engaged under the *Coles Supermarkets Australia Pty Ltd & AMIEU Victorian Meat Agreement 2011* immediately prior to the start of this Agreement who work a 5 day shift of 40 hours per week will accrue 80 hours of paid sick leave for each year of continuous employment.

Notification

5.17.6 Wherever practicable, the team member will notify the Store Manager (or if the Store Manager is not present, the Manager on duty) prior to the start of their shift of:

- a. their inability to attend for work;
- b. as far as reasonable, the nature of the illness or injury; and
- c. the estimated duration of the absence.

5.17.7 **Documentation**

Period of absence in any anniversary year	Is supporting documentation required?
1st and 2nd single shift	No, unless the team member is absent the day before or day after a public holiday the Company will require a medical certificate issued by a duly qualified medical practitioner or statutory declaration to receive payment.
3rd single shift and any further single shifts	At the Manager’s discretion, a medical certificate issued by a duly qualified medical practitioner or statutory declaration may be requested to receive payment.
2 consecutive shifts or more	Yes, a medical certificate issued by a duly qualified medical practitioner or statutory declaration will be required to receive payment.
The day before or day after a public holiday	Yes, a medical certificate issued by a duly qualified medical practitioner or statutory declaration will be required to receive payment.

Payment

5.17.8 Sick leave will be paid at the team member's base rate of pay for the hours normally rostered to work. The penalties in clause 4.2 do not apply.

5.17.9 However, team members engaged under the:

- *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012*; or
- *Coles Supermarkets (Australia) Pty Ltd & AMIEU Victorian Meat Agreement 2011*; or
- *Coles Supermarkets South Australia Meat Agreement 2012*

immediately prior to the start of this Agreement will be paid sick leave at their base rate of pay for the hours normally rostered to work including any applicable penalties.

Sick leave and workers' compensation

5.17.10 A team member will not be entitled to paid sick leave for any period where they are entitled to Workers' Compensation.

Saved sick leave pay out for eligible team members — Tasmania only

5.17.11 Full-time team members engaged under the *Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011* immediately prior to the start of this Agreement, who were engaged immediately prior to 1 August 1997 are entitled to:

- a. have a maximum of 76 hours of sick leave paid out each year at 1 September providing that 114 hours remains after the pay out; and
- b. be paid their accrued sick leave entitlement on termination providing that the team member resigns or is dismissed by the Company for reasons other than misconduct or neglect of duty.

5.18 TIME OFF AND LEAVE FOR CASUAL TEAM MEMBERS

5.18.1 Appropriate consideration will be given to casual team members to take time off for studies, exams, holidays etc. Time off for these reasons will not impact the team member's casual status.

5.18.2 Casual team members are entitled to access the following leave:

- carer's leave as provided in subclause 5.5.5;
- compassionate leave as provided in subclause 5.6.3;
- Defence service leave as provided in subclause 5.7.6;
- emergency services leave as provided in subclause 5.9.7;
- jury service as provided in subclause 5.10.7; and
- parental leave as provided in subclause 5.14.4.

PART 6 — TRANSFERS, TRAVELLING AND WORKING AT MULTIPLE STORES

6.1 TEAM MEMBER TRANSFERS

Transfers by agreement

- 6.1.1 Team members can temporarily or permanently transfer to another store by written agreement. There are exceptions where the Company can transfer team members without their agreement as provided for in subclauses 6.1.2, 6.1.5 and 6.1.8.

Transfers by the Company

- 6.1.2 The Company only has the ability to transfer team members to alternative surrounding stores where:
- a. the Company is impacted by refurbishment programs; or
 - b. there is a significant change in trading or business practices; or
 - c. a new store opens or is acquired; or
 - d. it is an alternative to reducing hours or making positions redundant; and
 - e. there will be no additional cost of travel or additional travelling time for the team member in travelling to and from the new store.
- 6.1.3 Team members can request to return to their previous store. The Company will give reasonable consideration to a team member's request.
- 6.1.4 Where a team member is temporarily transferred to another store they will be entitled to the payment or reimbursement for the cost of any additional travel and/or the payment for any additional travelling time as provided in clause 6.2.

Department Manager/Team Leader transfers

- 6.1.5 The Company has the ability to transfer Department Managers/Team Leaders to another store to meet the genuine needs of the business once the Company has:
- a. discussed the transfer with the team member; and
 - b. taken into account the team member's personal circumstances (such as family responsibilities and existing travel arrangements including time and cost); and
 - c. provided the team member with 1 month's notice (or less by agreement).
- 6.1.6 A Department Manager/Team Leader may be transferred to another store:
- a. within a 15km radius of their home (or further by agreement); or
 - b. at a distance greater than a 15km radius of their home providing that it is no greater than the distance which they are currently travelling.
- 6.1.7 Where a Department Manager/Team Leader is temporarily transferred to another store they will be entitled to the payment or reimbursement for the cost of any additional travel and/or the payment for any additional travelling time as provided in clause 6.2.

Workers' compensation

- 6.1.8 Team members can be transferred to another store where the type of duties specified in the team member's return to work program are not available in the team member's current store.
- 6.1.9 The team member has the right to return to their previous store once they are able to resume their original duties in accordance with their classification.

- 6.1.10 Where a team member is temporarily transferred to another store they will be entitled to the payment or reimbursement for the cost of any additional travel and/or the payment for any additional travelling time as provided in clause 6.2.

6.2 REIMBURSEMENT OF TEAM MEMBER TRAVEL

Temporary store transfers – cost of travel

- 6.2.1 Where a team member is temporarily transferred to another store they will be paid the following kilometre allowances for any additional travel:

Engine capacity	Date of Positive Vote	1 July 15	1 July 16
Up to 2000cc	\$0.71	\$0.73	\$0.75
2001cc and over	\$0.79	\$0.82	\$0.84

- 6.2.2 Where a team member is temporarily transferred to another store and they use public transport to get to work, the team member will be reimbursed for any additional fare costs for using public transport.

Temporary store transfers – travelling time

- 6.2.3 Where a team member is temporarily transferred to another store they will be paid at their base rate of pay (except on Sundays and Public Holidays when payment will be at time and a half) for any additional travelling time.

Permanent store transfers

- 6.2.4 Where a team member is permanently transferred to another store they will not be entitled to the payment or reimbursement for the cost of any travel or the payment for any additional travelling time.

Team members using their vehicle for Company business

- 6.2.5 Where a team member agrees to use their own vehicle for work purposes the above kilometre allowance will apply.

6.3 RELIEF BAKERS AND BUTCHERS

- 6.3.1 A Relief Baker or Butcher may be engaged on a permanent basis to:
- a. primarily replace other Bakers or Butchers who are on leave; or
 - b. supplement labour shortages.
- 6.3.2 Relief Bakers and Butchers are required to have a drivers license or access to public transport or an alternative means of transport to travel to different stores.
- 6.3.3 A relief Baker or Butcher will be engaged at a home store and may be directed to work at any store within a 15 km radius of their home store (or further by agreement). Team members will not be entitled to the cost of travel or travelling time for travel within a 15km radius of their home store.
- 6.3.4 A relief Baker or Butcher will only be entitled to the cost of travel or travelling time:
- a. for travel beyond a 15 km radius of their home store; or
 - b. where they are directed to go to another store during a shift.

6.4 WORKING AT MULTIPLE STORES

- 6.4.1 Each team member will be engaged at a home store. Team members may be engaged to work at more than one store without payment of a travel allowance and/or travel time. The entire shift will be worked at one store.
- 6.4.2 At the start of their employment, or by agreement, a team member will nominate the stores they can work at. The agreed stores will be recorded on the team member's employment records. During the team member's employment they can nominate additional stores. If a team member's personal circumstances change the team member may vary their nominated stores.

6.5 WORK AT A COLES LIQUOR STORE

- 6.5.1 A team member may perform work at a Coles Liquor store (e.g. Liquorland, Liquorland Warehouse, Vintage Cellars and First Choice) on a temporary basis provided that:
- a. they have voluntarily completed the relevant training; and
 - b. their shift starts and ends at a Coles store

the terms and conditions of this Agreement apply to any work performed by such team member at a Coles Liquor store.

PART 7 — TEAM MEMBER PRESENTATION AND PROTECTIVE CLOTHING

7.1 TEAM MEMBER PRESENTATION

- 7.1.1 Team members will present themselves professionally and in a neat and tidy manner at all times in accordance with the Company's dress policy.
- 7.1.2 The Company has the right to determine a dress policy for team members. The Company's dress policy, will take into account the nature of the industry, the work to be performed and comfort of the team member.
- 7.1.3 Where a team member, without due cause, fails to attend for work presented in accordance with this clause, they may be sent home without pay. The team member will be paid from when they return to work presented in accordance with the required standard. The Company will not be harsh or unreasonable in applying this clause.

7.2 PROTECTIVE CLOTHING

- 7.2.1 Suitable protective clothing and/or accessories will be provided to team members:
 - a. who are required to perform duties which may lead to excessive soiling or damage to clothing; or
 - b. in cases where providing such clothing and/or accessories is necessary for the Company to meet its obligations to provide a safe working environment.
- 7.2.2 Team members who primarily work in a dairy room, dairy cases or handling or loading goods into or out of freezer rooms or freezer cabinets, will be provided with the following fully insulated protective clothing:
 - a. gloves;
 - b. parka with hood (except dairy cases);
 - c. trousers upon request (except dairy cases).

Where required, team members who work in a dairy room will also be provided with waterproof boots on request.
- 7.2.3 Where protective clothing and/or accessories have been provided to a team member they will be required to use the clothing and/or accessories. If a team member is unwilling or refuses to use the clothing and/or accessories they may be subject to counselling by the Company.
- 7.2.4 Protective clothing detailed in this clause will be laundered by the Company at the Company's expense.

PART 8 — CHANGE AND RESOLVING DISPUTES

8.1 INTRODUCTION OF MAJOR CHANGE

Company to notify

- 8.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, the Company will notify the team members who may be affected by the proposed changes and the Union.
- 8.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of team members to other work or locations and the restructuring of jobs. Provided that where the Agreement provides for change of any of the matters in this subclause, a change will be deemed not to have significant effect.

Company to discuss

- 8.1.3 The Company will discuss with the team members affected and their Union or Team Member Representative, the introduction of the changes referred to above, the effects the changes are likely to have on team members and measures to avert or mitigate the adverse effects of the changes on team members.
- 8.1.4 For the purposes of discussion, the Company will provide in writing to the team members concerned and the Union or Team Member Representative, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on team members and any other matters likely to affect team members.
- 8.1.5 The Company will not be required to disclose confidential information which would negatively impact the Company's interests.
- 8.1.6 The discussions will start as early as practicable after a definite decision has been made by the Company to make the changes referred to above.
- 8.1.7 The Company will give prompt consideration to matters raised by the team members and/or the Union or Team Member Representative in relation to changes.

8.2 RESOLVING DISPUTES

Definitions for this part and Appendix E

- 8.2.1 "Dispute" means any matter concerning the application of the terms of this Agreement (not merely whether the Agreement applies at all), the National Employment Standards (as amended) or matters arising from the Agreement but does not include a matter or claim that:
- a. would constitute an additional claim under clause 1.7; or
 - b. relates to matters where a team member (or former team member) has an immediate right to make a legal claim under legislation relating to termination of employment; or
 - c. relates solely to a team member's immediate right to make a legal claim under legislation relating to equal opportunity or unlawful discrimination complaints.
- 8.2.2 "FWC" means the Fair Work Commission.
- 8.2.3 "Party" means the Company or a team member or team members involved in the dispute and "Parties" means both or all of them.

- 8.2.4 “Team Member Representative” means:
- a. another team member from the same store; or
 - b. if relevant, a union representative from a union to which the team member is eligible to belong; or
 - c. any other person that a team member chooses to represent them.

Process for resolving disputes

- 8.2.5
- Step 1**
- The dispute will, wherever possible, be discussed by the affected team member and the line manager at the store concerned, with the shared intention of achieving a satisfactory outcome.
- Step 2**
- If the dispute is still unresolved, an appropriate representative of the Company will assist in resolving the dispute. The team member may appoint a Team Member Representative to represent them in relation to the dispute.
- Step 3**
- If the dispute is still unresolved, a senior representative of the Company or another authorised representative of the Company will become involved. The team member and/or their Team Member Representative will meet as required with the Company’s representatives.
- Step 4**
- If after following steps 1 to 3, the dispute (or part of it) is still unresolved, a Party may refer the dispute to the FWC. The first step in the FWC is conciliation.
- If the dispute is still unresolved after conciliation, it may then proceed to arbitration by the FWC. An arbitrated decision of the FWC may be the subject of an appeal by leave of a Full Bench of the FWC in line with clause E1.4.
- A dispute may be referred to the FWC for conciliation and arbitration by agreement between the Parties even if steps 1 to 3 have not been followed.

- 8.2.6 Until the dispute is resolved, all work will continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. This will not prejudice any Party in the settlement of the dispute. This requirement is subject to the Company’s responsibility to provide a safe working environment.

Conduct of the Parties during the process

- 8.2.7 To assist the process:
- a. the Party with the dispute must notify the other Party at the earliest opportunity of the problem;
 - b. at all stages of the process all relevant facts must be clearly identified and recorded; and
 - c. sensible time limits must be allowed for the various steps of this process. However, the Parties must cooperate to ensure that the process is carried out as quickly as possible.

8.3 DISPUTES REFERRED TO THE FAIR WORK COMMISSION

Refer to Appendix E for the powers and functions of the FWC in dealing with a dispute by conciliation, arbitration and on appeal.

PART 9 — EQUAL OPPORTUNITY, WORKPLACE SAFETY AND SECURITY

9.1 EQUAL OPPORTUNITY – DISCRIMINATION, HARASSMENT AND BULLYING

- 9.1.1 The Company is committed to providing equal opportunity for every team member and an environment where team members can work without distress or interference caused by any form of harassment, discrimination or bullying.
- 9.1.2 The Company will periodically review the equal opportunity policy and grievance procedures in conjunction with the Union. All team members will have access to and may request a copy of the policy and procedures (as amended) and will be appropriately trained.
- 9.1.3 The Company and the Union will meet on a 6 monthly basis, or more frequently if agreed, to discuss equal opportunity, discrimination, harassment and bullying matters.

9.2 WORKPLACE SAFETY

- 9.2.1 The Company, team members and the Union are committed to providing a healthy and safe work environment by complying with relevant occupational health and safety legislation.

Consultation

- 9.2.2 The Company is committed to consulting with team members and their Health and Safety Representatives (where elected) to make decisions on issues that directly affect their health and safety.
- 9.2.3 The mechanisms for consultation with team members and their representatives is the store Health and Safety Committee and Health and Safety Representatives (where elected) in accordance with the relevant state legislation.
The Health and Safety Committee will:
 - a. ensure the election of team members to the Health and Safety Committee is in line with relevant legislation; and
 - b. have equal representation of management and team members, covering either a single store or a group of stores.
- 9.2.4 A quarterly meeting will be held with the Union and the Company to discuss matters which affect health and safety in the workplace.
- 9.2.5 Where there are any proposed changes such as a renovation, change to equipment, substances or work practices that may affect team member health and safety, the company will consult with the team members concerned, the Health and Safety Committee and Health and Safety Representatives (where elected) to identify and resolve problems.

Workplace training

- 9.2.6 The Company and the Union are committed to enabling team members to receive appropriate occupational health and safety training. Team members elected to the roles such as Health and Safety Representative, First Aid Officer and other relevant roles as identified by the company will be given paid leave to attend appropriate training courses in line with State legislation, Code of Practice and/or as approved by the Company and the Union. Where an issue arises related to attendance at training, the dispute will be referred to the process for resolving disputes as provided for in subclause 8.2.5.

Injury management

- 9.2.7 If a team member is injured at work, the Company will work with them to ensure suitable duties are provided according to medical advice. This will include the development of a return to work plan in consultation with the injured team member and as requested, by the team member and their representative.
- 9.2.8 The Company will have a process for the occupational rehabilitation of team members affected by occupational injury and illness which aims to return these team members to their pre-injury status within their community, their families and employment. This will be managed in a consultative manner will include early intervention where appropriate, based on needs assessed by the treating doctor, other health professionals and/or rehabilitation coordinator as agreed with the team member.

Risk identification, assessment and control

- 9.2.9 The Company will take all reasonable steps to identify and assess hazards likely to cause injury through hazard inspections, accident investigations and the collection and analysis of accident statistics.
- 9.2.10 All team members must take all practicable steps to identify and report hazards to Management.
- 9.2.11 The Store Manager will ensure that risks are assessed and control measures then implemented in consultation with:
- a. the team members concerned;
 - b. the health and safety committee; and
 - c. any health and safety representative (where elected).

Application of State laws

- 9.2.12 Nothing in this clause must operate to affect:
- a. the Company's, team member's, or Union's obligations and duties under any applicable law relating to workplace health and safety; or
 - b. the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
 - c. the operation and application of these laws.

9.3 TEAM MEMBER SAFETY

Safe transport home

- 9.3.1 If a team member works additional hours beyond their rostered shift:
- a. without having been provided with either 24 hours' notice or notice before the completion of their previous shift; and
 - b. they are unable to obtain their regular form of transport home
- the Company will arrange and pay for an alternative safe form of transport for the team member.

Safe access to vehicles

- 9.3.2 Team members finishing their shift after dark may:
- a. Move their vehicles closer to the store before dark. Team members will be encourage, but not required, to do this. If this is not feasible or allowable due to centre by-laws, then team members should be encouraged, but not required, to leave the store with other team members to give an element of security through numbers.
 - b. Request to be accompanied to their vehicle at the end of their shift. Such requests will not be unreasonably refused by the Company.

9.4 WORKPLACE SECURITY

In stores that operate 24 hours there will be a minimum of 2 team members at all times. A security guard will also be on duty for the night/early morning.

9.5 SECURITY PROCEDURES

Refer to Appendix F.

PART 10 — PROBATION, REDUNDANCY AND ENDING EMPLOYMENT

10.1 PROBATION PERIOD

10.1.1 On joining the Company, a permanent team member's employment will include a 6 month qualifying period. During this time, either the team member or the Company may terminate the team member's employment by providing 1 week's notice or payment instead of notice.

10.2 RESIGNATION AND RETIREMENT

10.2.1 A full-time or part-time team member can resign or retire by giving 1 week's notice.

10.2.2 A casual team member can end their employment by giving 1 hour's notice.

10.3 REDUNDANCY, REDEPLOYMENT AND RETAIL READY MEAT REDUNDANCY

Refer to Appendix G.

10.4 ENDING A TEAM MEMBER'S EMPLOYMENT

Notice to be given by the Company

10.4.1 The Company may terminate a permanent team member's employment by giving written notice of termination as follows:

Period of continuous service	Minimum notice	
	Team members under 45	Team members 45 and over
1 year or less	1 week	1 week
More than 1 year up to 2 years	2 weeks'	2 weeks'
More than 2 years up to 3 years	2 weeks'	3 weeks'
More than 3 years up to 5 years	3 weeks'	4 weeks'
More than 5 years	4 weeks'	5 weeks'

10.4.2 The Company may terminate a casual team member's employment by giving 1 hour's notice.

10.4.3 The period of notice in this clause will not apply to team members on a limited tenure or team members terminated for serious misconduct.

Payment instead of notice

10.4.4 The Company can make payment instead of notice, either whole or in part. Payment will be made as though the team member had worked until the end of the minimum period of notice. (Payment includes any applicable penalties, allowances or overtime).

Ending employment and Temporary Part-time Work Agreements

10.4.5 Where a team member's employment is terminated:

- a. while working part-time under subclauses 5.14.56 to 5.14.61; or
- b. while working full-time after transferring from part-time work under subclauses 5.14.56 to 5.14.61

any termination entitlements payable to the team member will be calculated at the full-time rate of pay at the time of termination.

Job search

10.4.6 Where the Company has given notice of termination to a permanent team member, the team member will be allowed paid time off at their base rate of pay including applicable penalties, for the purpose of job searching as follows:

- a. up to 8 hours for a team member working 19 days in any 4 week cycle; or
- b. up to 7.6 hours for a team member working 20 days in any 4 week cycle.

Statement of employment

10.4.7 If requested, the Company will provide the team member with a written statement specifying the period of their employment and the last position held by the team member.

APPENDIX A — SAVED PROVISIONS

A1.1 Buy-out of saved provisions

A1.1.1 By agreement, the Company can make a payment to a team member to buy-out an entitlement to a saved provision in this Agreement. The team member will respond to any offer by the Company to buy-out the entitlement within 7 days of the offer being made. Where a buy-out has occurred, such team member will no longer have an entitlement to the saved provision that has been bought out.

A1.2 Saved span of ordinary hours and saved additional penalties for ordinary hours — Meat team members

A1.2.1 Instead of clauses 4.1 and 4.2, the following provisions will apply to team members engaged under the *Coles Supermarkets (Australia) Pty Ltd and AMIEU NSW/ACT Meat Agreement 2012* immediately prior to the start of this Agreement.

a. Span of ordinary hours — all team members:

Day	Time
Monday to Sunday	5am to 10pm

However, work on a Saturday will be voluntary for permanent team members engaged immediately prior to 6 December 1988 and work on a Sunday and additional late nights will be voluntary for permanent team members immediately engaged prior to 6 December 1991. For the purposes of this clause additional late nights means more than one late night in any week after 5:30pm.

b. Instead of subclause 4.1.1 or subclause A1.2.1 (a), the following span of ordinary hours will apply to permanent team members engaged under the *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Meat Agreement 2012* immediately prior to the start of this Agreement, who were engaged immediately prior to 7 June 2000 and who did not agree to work a broader span of ordinary hours (known as 'Company rosters'):

Day	Time
Monday to Wednesday	6.30am to 5.30pm
Thursday	6.30am to 9pm
Friday	6.30am to 5.30pm
Saturday	6.30am to 11.30am

Such team members may agree to work the span of ordinary hours as provided in subclause A1.2.1 (a).

c. Additional penalties — all team members:

Day	Time	Additional Penalty
Monday to Friday	7pm to 10pm	25%
Sunday	5am to 10pm	50%

However, all team members engaged immediately prior to 6 February 2000 will be entitled to a 25% penalty for work on a Saturday.

A1.2.2 Instead of clauses 4.1 and 4.2, the following provisions will apply to team members engaged under *Coles Supermarkets South Australia Meat Agreement 2012* immediately prior to the start of this Agreement.

- a. Span of ordinary hours — all team members:

Day	Time
Monday	5am to 9pm
Tuesday to Friday	6am to 9pm
Saturday	6am to 7pm
Sunday	7am to 7pm

However, on the day following a public holiday (not including Sunday) and the two trading days prior to Christmas and Easter, ordinary hours may be rostered between 5am and 9pm.

Team members may request in writing to start work at 5am on any day or days, Tuesday to Saturday.

- b. Additional penalties — all team members:

Day	Time	Additional Penalty
Sunday	7am to 7pm	100%

However, team members engaged by Coles immediately prior to 2 December 1996 will retain a 25% penalty for Saturday work. This does not apply to team members who were engaged by Bi-Lo.

A1.2.3 Instead of clause 4.2, the following provisions will apply to team members engaged under the *Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011* immediately prior to the start of this Agreement.

- a. Additional penalties — all team members:

Day	Time	Additional Penalty
Monday to Saturday	Midnight to 5am (on each day)	30%
	8pm to 10pm	25%
Saturday	10pm to Midnight (on each day)	50%
	Midnight to Midnight	75%

However all team members (excluding Department Managers/Team Leaders and Second In-Charge), working midnight to 7am on each day, Monday to Saturday, receive an additional 50% penalty.

A1.2.4 Instead of clauses 4.1 and 4.2, the following provisions will apply to team members engaged under the *Coles Supermarkets Australia Pty Ltd and AMIEU Victoria Meat Agreement 2011* immediately prior to the start of this Agreement.

- a. Span of ordinary hours and additional penalties — full-time team members only:

Day	Time
Monday to Friday	5am to 7pm

- i. However, a full-time team member may agree to work between 5am and 10pm Monday to Saturday. Team members will be entitled to a 75% penalty for work on a Saturday.
- ii. A full-time team member may agree to work hours outside the span of ordinary hours in subclauses A1.2.4 (a) and A1.2.4 (a)(i). Where this occurs these hours may be counted as part of the team member's ordinary hours and will be paid at the relevant overtime rates.

- b. Span of ordinary hours and additional penalties — part-time team members only:

Day	Time	Additional Penalty
Monday to Friday	5am to 10pm	-
Saturday	5am to 10pm	25%

However, a part-time team member may agree to work ordinary hours on a Sunday (but will be paid at the relevant overtime rates).

- A1.2.5 Instead of clauses 4.1 and 4.2, the following provisions apply to team members engaged under the *Coles Supermarkets (Australia) Pty Ltd and Australasian Meat Industry Employees' Union (AMIEU) Western Australia Agreement 2012* immediately prior to the start of this Agreement.

- a. Span of ordinary hours and additional penalties — all team members:

Day	Time	Additional Penalty
Monday to Friday	5am to 9pm	-
Saturday	5am to 6pm	25%
Sunday	6am to 6pm	100%

However, full-time team members will be entitled to be paid a 100% penalty when they work after 7pm on more than 2 shifts in a week (other than by team member request).

A1.3 Saved minimum engagements — NSW/ACT, SA, VIC and TAS only

- A1.3.1 The following minimum engagements will apply to part-time Meat Store Team Members (previously Meat Packer/Cabinet Attendants) engaged under the below agreements immediately prior to the start of this Agreement:

- a. in addition to clause 4.4.1 - rostering principles for permanent team members; and/or
 b. instead of subclause 4.4.1 (b) - minimum engagement for part-time team members.

Agreement	Minimum engagement
Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012	4 hours on any day
Coles Supermarkets Australia Pty Ltd and AMIEU Victoria Meat Agreement 2011	12 hours per week

- A1.3.2 Instead of subclause 4.4.1 (b), the following minimum engagement will apply to part-time Store Team Members who were previously engaged as a Meat Packer/Cabinet Attendant or Meat Store Team Member under the below Agreement immediately prior to the start of this Agreement.

Agreement	Minimum engagement
Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011	5 hours on a Sunday (or 4 hours by agreement)

A1.4 Saved rostered days off — VIC only

- A1.4.1 Full-time team members engaged under the *Coles Supermarkets Australia Pty Ltd & AMIEU Victorian Meat Agreement 2011* immediately prior to the start of this Agreement who were working a 5 day shift of 40 hours per week:

- a. will continue to be entitled to 1 rostered day off in each 4 week cycle; and
 b. will be paid at an hourly rate of one thirty-fortieth (1/40th) of their applicable weekly rate as specified in subclauses 3.3.4 and 3.4.5; and
 c. instead of subclause 4.5.2, will be entitled to be paid overtime rates as specified in subclause 4.5.4 when they work more than 5 days in a week and/or more than 40 hours in a week.

- A1.4.2 Such team members may request to work 152 hours over any 4 week cycle (as provided for in subclause 4.4.13 (a)) on a maximum of 19 or 20 days (as provided for in subclause 4.4.15). Where this occurs team members:
- a. will not be entitled to a paid rostered day off; and
 - b. will be paid at an hourly rate of one thirty-eight (1/38th) of their applicable weekly rate specified in subclauses 3.3.4 and 3.4.5.

A team member may request to revert back to a 5 day shift of 40 hours per week with a paid rostered day off by providing 1 month's notice.

- A1.4.3 Team members will accrue a time credit on the basis of one nineteenth (1/19th) of the ordinary earnings worked on each calendar day, Monday to Sunday (excluding rostered or deferred days off).

- A1.4.4 Payment for the rostered day off will be calculated on the following basis:

- a. Each team member will accrue a money credit based on one nineteenth (1/19th) of their actual base rate of pay paid each day (excluding rostered or deferred days off).
- b. Any paid absence from work will accrue a money credit based on one nineteenth 1/19th of the actual amount paid for such absence. This includes regular payments received whilst in receipt of weekly payment under the Accident Compensation Act 1992 (as amended) and/or in receipt of Accident Make-Up Pay in accordance with clause 3.12 (excluding rostered or deferred days off).

- A1.4.5 A day's pay for the purposes of a rostered day off, will be calculated as:

the amount of money accrued ÷ the number of days accumulated

- A1.4.6 Payment will not be made by the Company to a team member instead of any accumulated day off to which the team member is entitled under this clause, except under the following circumstances only:

- a. Any entitlement accumulated in accordance with subclauses A1.4.1 to A1.4.5, excluding A1.4.2, will be paid to the team member on termination of employment.
- b. When a team member is absent in receipt of weekly payments under the Accident Compensation Act 1992 (as amended) entitlements accumulated in accordance with subclause A1.4.4 during such absence will be paid to the team member provided that the minimum payment made will be the equivalent of a day's pay calculated in accordance with subclause A1.4.5.

Where such payment is made, any entitlement accumulated in accordance with subclause A1.4.4 (b), during such period of absence, will be deemed to have been taken by the team member.

Any entitlements accumulated in accordance with subclauses A1.4.3 and A1.4.4 by the team member prior to such absence will remain to the credit of the team member.

- A1.4.7 A team member may, by agreement:

- a. be regularly rostered off during a particular work cycle; or
- b. be rostered off on any day of the week with 14 days' notice of the day to be rostered off.

In this case such accumulated days off and others subsequently accumulated must:

- i. be taken at an agreed time;
- ii. be taken within 4 weeks of accrual; and
- iii. be paid at the base rate of pay including any applicable penalties for that day on which the rostered day off is taken.

A1.5 Saved rostered days off — NSW/ACT only

- A1.5.1 Full-time team members engaged under the *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Meat Agreement 2012* immediately prior to the start of this Agreement and who were engaged immediately prior to 6 February 2000 and who did not agree to work a broader span of ordinary hours (known as 'Company rosters'), will be entitled to continue to choose the following hours of work provisions.
- a. Team members may work 19 days in any 4 week cycle, averaging 38 hours per week.
 - b. Where circumstances do not permit working 19 days in any 4 week cycle, or by mutual agreement, up to 10 rostered days off may be accumulated over a 12 month period.
 - c. Team members will be advised by the Company at least 4 weeks in advance of rostered days off.
 - d. Rostered days off may be postponed during the periods of Easter, December and January to meet the requirements of the business.
 - e. By agreement, a team member may substitute their scheduled rostered day off for another day.
 - f. Team members engaged prior to 25 March 1991 may take their rostered day off on either a Monday or a Friday.
 - g. where a team member's rostered day off falls on a public holiday, by mutual agreement, the team member will receive one of the following entitlements:
 - i. an additional day's pay; or
 - ii. another day off with pay with their next period of annual leave; or
 - iii. another day off with pay in the week prior to the public holiday; or
 - iv. another day off with pay within 28 days after the public holiday. If agreement cannot be reached within 28 days after the public holiday, part (a) will apply.
 - h. Team members required to work on a rostered day off and where no alternative day can be substituted for such day, will be paid in accordance with subclause 4.5.4.
 - i. Team members are not eligible for sick leave for absences on a rostered day off as such absences are outside their ordinary hours of work.
 - j. There is no entitlement to a rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.
 - k. There is no entitlement to more than 12 rostered days off in any 12 months of consecutive employment.
 - l. Absences which are counted as "time worked" for the purpose of calculation of entitlements to rostered days off are paid public holidays, paid sick leave, paid compassionate leave, paid jury service, paid Defence service leave and paid workers' compensation.

A1.6 Saved provisions for Bi-Lo Meat department team members — QLD only

A1.6.1 The following provisions will apply to team members engaged by Bi-Lo in Meat departments in Queensland immediately prior to 1 November 1997.

- a. Instead of clause 4.1, span of ordinary hours — permanent team members:

Days	Times
Monday to Friday	6am to 9pm
Saturday	6am to 6pm

- b. Instead of clause 4.2, additional penalties for ordinary hours:

Days	Times	Additional Penalty
Saturday	6am to 6pm	50%

- c. Instead of subclause 4.4.1 (b) and subclause 4.7.1, the minimum engagement for a part-time or casual team member on any day will be 4 hours. However such team member may agree to a minimum engagement of 3 hours.

A1.7 Saved provisions for Coles Meat department team members — QLD only

A1.7.1 The following provisions will apply to team members engaged by Coles in Meat Departments in QLD immediately prior to 1 November 1997.

- a. Instead of clause 4.1, span of ordinary hours — permanent team members:

Days	Times
Monday to Friday	5am to 9pm
Saturday	6am to 6pm

However, work on a Saturday will be voluntary for full-time team members engaged immediately prior to 7 August 1995 who were not regularly working hours on a Saturday.

- b. Instead of clause 4.2, additional penalties for ordinary hours:

Days	Times	Additional Penalty	
Monday to Friday	5am to 6am; and 6pm to 9pm		25%
Saturday	6am to 6pm	Permanent team members	25%
		Casual team members	47%
Public Holidays	All hours	Permanent team members	300%

However, team members regularly rostered to work overtime on a Sunday will continue to receive overtime rates for Sunday work.

- c. Instead of subclause 4.7.1, the minimum engagement for a casual team member will be 4 hours on any day (or 3 hours by agreement).
- d. Part-time team members engaged prior to 7 August 1995 will be rostered to work an average of 20 hours per week over any 4 week cycle (or a minimum of 40 hours over any 4 week cycle by agreement).
- e. Subject to (d) above, part-time team members will be rostered to work a minimum of 64 hours over any 4 week cycle (or a minimum of 40 hours over a 4 week cycle by agreement).
- f. Permanent team members rostered to work 20 days over a 4 week cycle will, in addition to the 11 public holidays provided in subclause 5.1.1, receive one additional day off per year. This additional day off will be taken at a time which is agreed between the team member and the Company. For the purposes of this provision a day will be as defined in subclause 5.1.15.

A1.8 Voluntary work on a Sunday (excluding stores as defined in Appendix H)

A1.8.1 Ordinary hours of work on a Sunday will be voluntary for all team members who were engaged in:

- a. a store at the time when Sunday trading lawfully commenced (or commences in the future) in that store; or
- b. a store which, immediately prior to 2 March 1997, could not lawfully trade on a Sunday; or
- c. NSW/ACT immediately prior to December 1991; or
- d. Victoria immediately prior to 1 December 1996; or
- e. a Coles Meat Department in Queensland immediately prior to 1 November 1997; or
- f. any other States and Territories immediately prior to 2 February 1994.

A1.8.2 Where a team member is transferred:

- a. at their request to a store where Sunday trading is already lawful, Sunday work will no longer be voluntary for that team member at the new store; or
- b. by the Company from a non-Sunday trading store, to a store where Sunday trading is already lawful, Sunday work will remain voluntary for that team member at the new store.

A1.9 Voluntary work after 6pm on a Saturday (excluding stores as defined in Appendix H)

A1.9.1 Where a store does not trade after 6pm on a Saturday, work after this time will be voluntary for all existing team members engaged in such store when trading after 6pm on a Saturday becomes legal.

A1.10 Saved minimum hours per week (excluding stores as defined in Appendix H)

A1.10.1 Part-time team members engaged immediately prior to 7 February 1994 under the *Coles Supermarkets Australia Pty Ltd Retail Award 1993 and Bi-Lo Pty Ltd Retail Award 1994* will continue to be rostered to work a minimum of 12 hours per week.

A1.11 Saved provisions pick up

A1.11.1 Eligible team members under clauses 1.6, 1.7 and 1.10 of Appendix A under the *Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011*, will continue to receive their preserved amount. The preserved amount will continue to be reduced by 50% of future wage rises until it has been fully absorbed. An example of the preserve and absorb process is in Appendix B.

A1.11.2 Where a team member can demonstrate that a saved provision in the *Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011* applied to them and it is not contained in this Agreement such saved provision will continue to apply to the team member.

APPENDIX B — PRESERVED AMOUNTS AND THE ABSORPTION PROCESS WITH EXAMPLE

B1.1 In some cases this Agreement specifies that the preserve and absorb process applies. This process is a means of transitioning team members affected by changes under this or previous agreements (i.e. changes to base rate of pay as a result of classification changes, or lost penalties etc.).

B1.2 Calculating a preserved amount

When calculating a preserved amount it is the difference between a higher amount and a lower amount.

B1.3 Reducing a preserved amount

A preserved amount is reduced each time there is a wage increase, by half the amount of the wage rise.

a. Calculating half the amount of the wage rise:

The wage rise is calculated as the difference between the current base rate of pay and the new base rate of pay. To calculate half divide the amount by 2.

b. Reducing a preserved amount:

The new preserved amount is calculated as the difference between the current preserved amount (clause B1.2) and half the amount of the wage rise (subclause B1.3(a)).

Illustrative example for transitioning a team member affected by changes under the Agreement to their classification and base rate of pay (i.e. a team member is moved from the role of Second In-Charge (Non-Trades) to the Store Team Member role)

Calculating a preserved amount:

Second In-Charge (Non-Trades) Base Rate of Pay	Store Team Member Base Rate of Pay	Preserved Amount \$820.20 - \$773.80
\$820.20 p/w	\$773.80 p/w	\$46.40 p/w

Calculating half the amount of the wage rise:

Current Store Team Member Base Rate of Pay	New Store Team Member Base Rate of Pay	Half Wage Rise Amount \$784.60 - \$773.80 = \$10.80 ÷ 2
\$773.80 p/w	\$784.60 p/w	\$5.40 p/w

Reducing the preserved amount:

Current Preserved Amount	Half of the Wage Rise	New Preserved Amount \$46.40 - \$5.40
\$46.40 p/w	\$5.40 p/w	\$41.00 p/w

Prior to the move to the Store Team Member role, the team member was in the role of Second In-Charge (Non-Trades) at a base rate of pay of \$820.20 p/w.

After the move to the Store Team Member role and then having followed the above process, the team member is paid at a base rate of pay of \$784.60 p/w and is also receiving a preserved amount of \$41 p/w.

APPENDIX C — SUPPORTED WAGE SYSTEM FOR TEAM MEMBERS WITH A DISABILITY

C1.1.1 The Supported Wage System is a process that enables the Company to pay productivity based wages to people whose work productivity is significantly reduced as a result of the effects of their disability (as documented in the Supported Wage System Handbook).

C1.2 Supported Wage System eligibility

C1.2.1 Team members eligible to be covered by this appendix will be those who:

- are unable to perform the range of duties to the competency level required for the classification they are engaged under because of the effects of a disability on their productive capacity; and
- meet the impairment criteria to receive a Disability Support Pension (or any successor to that scheme); and
- do not have a workers' compensation claim against the Company or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their current employment with the Company.

C1.3 Supported wage rates

C1.3.1 The wage rate for a Supported Wage team member is calculated as a percentage of the wage rate for the relevant classification as outlined in clauses 3.3 and 3.4.

Assessed Capacity	% of the relevant classification
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

C1.3.2 The minimum amount payable, regardless of whether the team member is in the trial period, will be no less than the federal minimum Supported Wage weekly wage rate (as amended).

C1.4 Work begins on a trial basis

C1.4.1 After the application is approved, the Company may employ a team member for a trial period of no more than 12 weeks or in some cases extended to a maximum of 16 weeks (where the team member needs additional work adjustment time).

C1.4.2 Work trials include induction or training as appropriate for the job being trialled.

C1.5 Assessment of capacity

C1.5.1 During the trial period the productive capacity of the team member will be assessed to establish the percentage of the relevant wage rate of this Agreement for ongoing employment.

- C1.5.2 The assessment will be completed in accordance with the Supported Wage System and documented in a Support Wage System wage assessment agreement by either:
- a. the Company, in consultation with the team member; or
 - b. the Company and an Accredited Assessor from a panel agreed by the parties to the Agreement and the team member.

C1.6 Lodgement of Supported Wage System Assessment Agreement

- C1.6.1 After the assessment result is agreed, the parties sign the Assessment Agreement and it is lodged by the Company with the Fair Work Commission.

C1.7 Review assessment

- C1.7.1 A review assessment should take place annually or on the basis of a reasonable request. The review process will be in accordance with the procedures for assessing capacity under the Supported Wage System.

C1.8 Other terms and conditions of employment

- C1.8.1 Where an assessment has been made, the applicable percentage will apply to the wage rate only.
- C1.8.2 Supported wage team members will be entitled to the same terms and conditions of employment as other team members covered by this Agreement, paid on a pro-rata basis.

C1.9 Workplace adjustment

- C1.9.1 The Company must take reasonable steps to make changes in the workplace to improve the team member's capacity to do the job.
- C1.9.2 Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other team members in the area.
- C1.9.3 Where a team member's assessed capacity is 10%, they will receive a high degree of assistance and support.

C1.10 Ongoing employment

- C1.10.1 Where the Company and team member want to continue employment following the trial period, another contract of employment will be entered into based on the outcome of the assessment.

APPENDIX D — SUPERANNUATION AND SALARY SACRIFICE

D1.1 REST

- D1.1.1 The Company will remain a participating employer of the Retail Employees Superannuation Trust (REST) and will participate in accordance with the Fund Trust Deed.
- D1.1.2 On commencement of employment the Company will provide team members with the appropriate Retail Employees Superannuation Trust (REST) membership application form(s). On receiving the completed form(s) the Company will forward to REST within 14 days.

D1.2 Company contributions to superannuation

- D1.2.1 The Company will pay superannuation contributions monthly into REST for eligible team members in accordance with the Superannuation Guarantee legislation.

D1.3 Eligible team members

- D1.3.1 Team members eligible for superannuation contributions:
- a. earn a minimum of \$450.00 in ordinary time earnings in any month; and
 - b. if aged under 18 years, work a minimum of 30 hours per week.
- D1.3.2 Ordinary time earnings means the classification rate, any over-award payment, casual loadings, penalty rates and work related allowances (e.g. in-charge allowance) that form part of the weekly rate of pay. It does not include overtime or reimbursement of expenses (e.g. meal or travel allowances).

D1.4 Personal contributions to superannuation

- D1.4.1 A team member may make personal contributions after tax has been deducted from their ordinary time earnings in accordance with the REST Trust Deed and Rules, in addition to those made by the Company by advising the Company in writing:
- a. the name of the fund;
 - b. the amount (in whole dollars) of the personal contributions; and
 - c. the date for the personal contributions to begin and end or that they are to be ongoing.
- D1.4.2 Once the written request is received, the Company will start making monthly payments into the fund on behalf of the team member.
- D1.4.3 Team members may change their additional contributions by advising the Company in writing. The Company will make the changes within 14 days of receiving the written request.
- D1.4.4 The ability to opt in and out of fund(s) as provided in the Superannuation Guarantee legislation and regulations will not apply.

D1.5 MIESF or AMIST

D1.5.1 A team member engaged:

- a. immediately prior to the start of this Agreement under an agreement outlined in clause 1.4 (Replacing Existing Enterprise Agreements) who was enrolled in the Meat Industry Employees' Superannuation Fund (MIESF) or Australian Meat Industry Superannuation Trust (AMIST); or
- b. in Queensland prior to 11 March 2008 who was enrolled in the Meat Industry Employees' Superannuation Fund (MIESF) or Australian Meat Industry Superannuation Trust (AMIST)

will continue to have contributions paid into these funds. However, such team members can choose to transfer to REST. Where a team member under subclause D1.5.1 (b) has chosen to transfer to REST they will forgo the right to transfer back into their previous fund.

D1.6 Salary sacrifice

D1.6.1 A team member may by agreement with the Company:

- a. participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by the Company; and
- b. receive wages payable under this Agreement minus the amount diverted into contributions under this program.

This clause is intended to be for the team member's benefit without imposing additional costs to the Company.

D1.6.2 Any request for Flexible Remuneration will be in the form decided by the Company.

D1.6.3 The Company will provide a team member participating under this clause written confirmation of:

- a. the post arrangement gross wage rates and net wage rates; and
- b. any other payment that may be affected by the arrangement.

D1.6.4 The Company will provide further written confirmation if there is a change to pre-arrangement wage rates under this Agreement or reclassification.

D1.6.5 A team member will receive the benefit and wages under this clause instead of wages and other amounts payable under this Agreement.

D1.6.6 A team member who takes any paid leave will receive the benefit and wages under this clause instead of wages and other amounts payable under this Agreement.

D1.6.7 Any other Agreement payment, including termination payments, calculated by reference to the team member's wages under this Agreement will be calculated by reference to the total of wages and benefits provided in clauses 3.3 and 3.4 unless this clause specifically provides otherwise.

D1.6.8 For all other purposes, after taking into account the deductions above, a team member will not receive less than the rate specified in clauses 3.3 and 3.4 for their relevant classification.

D1.7 Changes to flexible remuneration

D1.7.1 The Company may change the provisions of benefits under Flexible Remuneration if there are changes in legislation by giving at least 2 months' notice to the team member. If the changes are outside the Company's control a shorter notice period may be given.

D1.7.2 A team member may change the amount of their contribution every 3 months.

APPENDIX E — DISPUTES REFERRED TO THE FAIR WORK COMMISSION

E1.1 Representation

E1.1.1 Once a dispute has been referred to the FWC, any Party may be represented in proceedings before the FWC by a legal practitioner. A team member may be represented in proceedings before the FWC by a Team Member Representative instead of a legal practitioner.

E1.2 Conciliation

Conciliation process

E1.2.1 If a dispute is referred for conciliation, the FWC will assist the Parties to agree on terms for the settlement of the dispute. The FWC may make suggestions and conduct an initial assessment of the dispute.

E1.2.2 Under clause E1.2 the FWC may, without limitation:

- a. arrange conferences of the Parties presided over by the FWC;
- b. discuss the dispute with one or more of the Parties to conciliate the dispute;
- c. arrange for the Parties to discuss among themselves at conferences (with or without the presence of the FWC);
- d. make an interim recommendation or assessment regarding all or any matters in dispute;
- e. hear submissions from the Parties as to the facts or issues relating to the dispute;
- f. conduct the conciliation at any place;
- g. adjourn the conciliation to any time and place;
- h. correct, amend, or waive any error, defect or irregularity, whether in substance or form;
- i. allow the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
- j. give direction and doing all things necessary for the speedy and just conciliation of the matter in dispute.

End of the conciliation process

E1.2.3 A conciliation proceeding before the FWC will be considered completed when:

- a. the Parties have reached agreement for the settlement of the whole of the dispute; or
- b. whether or not the Parties have reached agreement for the settlement of part of the dispute:
 - i. the FWC is satisfied that there is no likelihood that, within a reasonable period, conciliation, or further conciliation, will result in agreement or further agreement, by the Parties on terms for the settlement of the dispute or any matter in dispute; or
 - ii. the Parties to the dispute have informed the FWC that there is no likelihood of agreement or further agreement, on the dispute and the FWC does not have a substantial reason to refuse to consider the conciliation proceeding as completed.

E1.3 Arbitration

Proceeding to arbitration

- E1.3.1 When a conciliation proceeding before the FWC is completed but the dispute has not been fully settled, the FWC will proceed to deal with the dispute, or the matters remaining in dispute, by arbitration.
- E1.3.2 In arbitration proceedings under this Agreement, unless all Parties agree, evidence will not be given, or statements made, that would disclose anything said or done in a conciliation proceeding under this Agreement (whether before the FWC or at a conference arranged by the FWC) in relation to the dispute that remains unsettled.

At arbitration

- E1.3.3 In dealing with a dispute, the FWC will, where appropriate, encourage the Parties to agree on procedures in arbitration proceedings by discussion and agreement. If the Parties are unable to come to an agreement on procedures for arbitration proceedings, the FWC will be entitled to determine its own procedures.

Arbitration powers of the FWC

- E1.3.4 The powers of the FWC in arbitrating a dispute will include the following:
- a. taking evidence on oath or affirmation;
 - b. making a decision in relation to all or any matters in dispute;
 - c. hearing and determining the matter in dispute;
 - d. giving a direction for the purposes of hearing the matter in dispute;
 - e. referring any matter to an expert and accepting the expert's report as evidence;
 - f. directing, in so far as it has power to do so, that Parties be joined or struck out;
 - g. summoning before it persons, the Parties to this Agreement, witnesses or any other person whose presence the FWC considers would help in the hearing or determination of the matter in dispute and compel the production of documents and other things for the hearing and determination of the matter in dispute;
 - h. making an interim finding in relation to all or any matters in dispute;
 - i. hearing submissions from the Parties as to the facts or issues relating to the dispute;
 - j. conducting the arbitration at any place;
 - k. adjourning the arbitration to any time and place;
 - l. correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
 - m. allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding;
 - n. generally giving all direction and do all such things as are necessary for the speedy and just hearing and determination of the matter in dispute; and
 - o. inform itself in any matter that it thinks fit.
- E1.3.5 Any decision of the FWC dealing with a dispute (or any matter that remained in dispute) by arbitration will include reasons for the decision and will be in writing, dated and given to the Parties on the day that it is delivered.

E1.4 Appeals

Appeals to the Full Bench of the FWC

- E1.4.1 Where the dispute (or any matter that remained in dispute) has been arbitrated and a decision given under subclause E1.3.5, either Party may appeal the decision to a Full Bench of the FWC, with the leave of the Full Bench, within 21 days of the date of the arbitrated decision. A Full Bench of the FWC will have all of the powers as outlined in subclause E1.3.4 and will have the power to confirm, quash, dismiss or vary the decision of the FWC.
- E1.4.2 The Full Bench of the FWC may grant leave to appeal under subclause E1.4.1 if, in its opinion, the matter is of such importance that leave should be granted.
- E1.4.3 An appeal under subclause E1.4.1 may be instituted by either Party.
- E1.4.4 For the purposes of an appeal under subclause E1.4.1, a Full Bench of the FWC may:
- a. admit further evidence; and
 - b. direct a member of the Full Bench to provide a report in relation to a specified matter.
- E1.4.5 The appeal process set out in this clause E1.4 is intended to be comprehensive of all rights of appeal.
- E1.4.6 The Parties agree to exclude the operation of any legislation (other than the Act) applicable to arbitration agreements regarding rights of appeal. For the avoidance of doubt, the Parties wish to exclude rights of appeal to any court and rights to refer a question of law to a court pursuant to such legislation.
- E1.4.7 The Parties will:
- a. if the FWC makes an arbitrated decision and an appeal is not lodged under subclause E1.4.1, abide by and give full effect to the arbitration decision; and
 - b. if an appeal is lodged under subclause E1.4.1, abide by and give full effect to the decision of the Full Bench of the FWC in determining the appeal.

E1.5 Guidelines for the FWC in the exercise of its powers, functions and discretions

- E1.5.1 In the exercise of its powers, functions and discretions in this Agreement, the FWC must ensure that:
- a. it has regard to the objects of this Agreement;
 - b. the matters are set down for hearing as soon as possible;
 - c. the rules of natural justice and procedural fairness are applied and that relevant legislation is complied with;
 - d. it has regard for the operating arrangements which apply at the Company;
 - e. the hearing of the matter be concluded as soon as reasonably possible; and
 - f. it acts with equity, good conscience and the substantial merits of the case, without regard to technicalities and legal forms.

APPENDIX F — SECURITY PROCEDURES

F1.1 Entering and exiting the store

F1.1 When attending for work, the Company may require team members to use team member entrances and exits to the store.

F1.2 Search or checks of bags, parcels and lockers

F1.2.1 The Company is entitled to conduct routine security search or checks of team members' bags and/or parcels at team member exit and entry points.

F1.2.2 Individual security search or checks of bags, parcels and/or lockers will not take place unless the team member is present or where a team member has given permission for a search or check to take place in their absence.

F1.2.3 Where a search or check is to take place in the team member's absence, the team member may nominate another responsible team member to be present during the search or check.

F1.3 Carrying money

F1.3.1 Team members who carry money belonging to the Company, to or from a bank or other institution, will be accompanied by a responsible team member. The Company will not require a team member to have money fastened to a team member's person.

F1.4 Team member interviews

F1.4.1 The Company is entitled to question a team member to establish whether an offence or breach of security has occurred. The usual process for this discussion will be a team member interview.

F1.4.2 Team members under the age of 18 will not attend a team member interview without the presence of a parent or guardian, or if this person is unavailable, a responsible adult.

F1.4.3 If the Company has reasonable grounds for suspicion that a team member has committed an offence, the Company will ask the team member whether they will agree to attend an interview to establish further information relating to the incident. The Company will caution the team member before putting any questions to the team member.

The caution will be in the following terms, *"You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given evidence."*

F1.4.4 After giving a caution, the Company will advise the team member of their right under this clause to ask for the attendance of a nominated team member who is immediately available to be present as a witness during the interview.

F1.4.5 The Company may object to the presence of any particular person as a witness at the security interview if there is a reason to believe that the witness may be some way involved in the subject matter of the interview. A team member who is a witness at an interview will not reveal what has taken place including what has been said in the course of the interview. The witness should not interrupt or frustrate the interview.

F1.4.6 If the witness is the team member's representative they will be allowed to speak on the team member's behalf at all times.

F1.4.7 During the interview the Company representative will be courteous towards the team member.

F1.4.8 Where a security investigation involves a team member remaining at the Company's premises or elsewhere as required by the Company and with the agreement of the team member at a time outside of the team member's ordinary hours, the team member will be paid overtime for all additional time.

F1.4.9 As a general principle, team members who have been interviewed in relation to a security matter should not be transferred to another store, have a change of duties or have any disciplinary action taken until the security investigation has been completed. There may be circumstances where transferring a team member to another store or making a change to their duties is appropriate as a result of an ongoing security investigation. Where this happens, maximum care will be taken to ensure a team member's reputation is not brought into disrepute as a result. Where the Union is representing the team member they will be advised of the transfer, change of duties or disciplinary action.

APPENDIX G — REDUNDANCY, REDEPLOYMENT AND RETAIL READY MEAT REDUNDANCY

G1.1 Excluded team members

G1.1.1 This appendix does not apply to team members who are:

- a. casual; or
- b. engaged for a specific period of time or for a specific task; or
- c. terminated for serious misconduct.

G1.2 Discussions before terminations

G1.2.1 After the Company has made a definite decision that the job a team member has been doing will no longer be done by anyone (and this is not due to the ordinary and customary turnover of labour) and that decision may lead to termination of employment, the Company will hold discussions with:

- a. affected team members; and
- b. the union/s known to the Company as having members and who are entitled to represent the industrial interests of the team members concerned.

G1.2.2 Discussions will take place as soon as practicable and will cover:

- a. the reasons for the proposed terminations;
- b. the measures to avoid or minimise the termination;
- c. the measures to mitigate the adverse affects on the team members concerned;
- d. the number and categories of team members likely to be affected;
- e. the number of team members normally employed; and
- f. when the terminations are likely to occur.

G1.2.3 All relevant information will be provided in writing to the team member concerned and the union/s as defined in subclause G1.2.1 (b).

G1.2.4 However, the Company will not be required to disclose confidential information which would negatively impact the Company's interests.

G1.3 Transfer to a lower paid classification

G1.3.1 A team member transferred to a lower paid classification due to redundancy is entitled to the same notice as if their employment had been terminated. The Company can make payment instead of notice. Where this occurs the team member will be paid the difference between their former base rate of pay and their new base rate of pay for notice.

G1.4 Redundancy pay

G1.4.1 In addition to the notice to be given by the Company as provided in subclause 10.4.1, a permanent team member whose employment is terminated due to redundancy is entitled to the following redundancy pay:

Period of continuous service	Redundancy pay scale	
	Team members under 45	Team members 45 and over
Less than 1 year	-	-
1 year but less than 2 years	4 weeks'	5 weeks'
2 years but less than 3 years	7 weeks'	8.75 weeks'
3 years but less than 4 years	10 weeks'	12.5 weeks'
4 years but less than 5 years	12 weeks'	15 weeks'
5 years but less than 6 years	14 weeks'	17.5 weeks'
6 years and more	16 weeks'	20 weeks'

Redundancy pay is paid at the team member's base rate of pay.

G1.5 Saved Retail Ready Meat redundancy pay and milestone payments – NSW/ACT and VIC only

G1.5.1 Instead of subclause G1.4.1, the below redundancy pay scale applies to existing team members engaged under:

- *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012*; or
- *Coles Supermarkets (Australia) Pty Ltd & AMIEU Victorian Meat Agreement 2011*

immediately prior to the start of this Agreement.

G1.5.2 Where a team member's position becomes redundant as a result of converting a meat department to full Retail Ready Meat, the following redundancy pay will apply:

Period of continuous service	Redundancy pay scale	
	Team members under 45	Team members 45 and over
Less than 1 year	-	-
1 year but less than 2 years	5 weeks'	6 weeks'
2 years but less than 3 years	8 weeks'	9.75 weeks'
3 years but less than 4 years	11 weeks'	13.5 weeks'
4 years but less than 5 years	13 weeks'	16 weeks'
5 years but less than 6 years	15 weeks'	18.5 weeks'
6 years but less than 7 years	18 weeks'	22 weeks'
7 years but less than 8 years	21 weeks'	25 weeks'
8 years but less than 9 years	24 weeks'	28 weeks'
9 years but less than 10 years	27 weeks'	31 weeks'
10 years but less than 11 years	30 weeks'	32 weeks'
11 years but less than 12 years	33 weeks'	
12 years but less than 13 years	36 weeks'	
13 years but less than 14 years	39 weeks'	
14 years but less than 15 years	42 weeks'	
15 years or more	45 weeks'	

G1.5.3 Payment will be made at the team member's base rate of pay including any applicable penalties, allowances and overawards that they would have received for their ordinary rostered hours had they been working.

G1.5.4 In addition to the Retail Ready Meat redundancy pay scale, team members with 20 years continuous service will be paid \$1,100 for full-time Butchers (pro-rata for part-time) and \$800 for full-time Meat Store Team Members (pro-rata for part-time). This payment will also be made at each following 5 year milestone at 25, 30, 35 years etc. These payments will be paid pro-rata for service between the milestones starting at 15 years and will be uncapped.

G1.6 Changing redundancy pay

- G1.6.1 Redundancy pay as provided in subclauses G1.4.1 or G1.5.2 and notice of termination as provided in subclause 10.4.1, will not apply where there is a transfer of business and the Company obtains other acceptable employment for a team member and the new employer recognises the team member's service with the Company.
- G1.6.2 Where other acceptable employment is found for a team member in a related entity of Coles, the team member's entitlements to sick leave, annual leave and long service leave will be transferred to the new business.
- G1.6.3 The Company may apply to the Fair Work Commission to change the redundancy pay where the Company obtains other acceptable employment for a team member (unless there is a transfer of business).

G1.7 Leaving during notice

- G1.7.1 A team member whose employment is terminated due to redundancy, may terminate their employment during the notice period. This will not affect the team member's redundancy pay or any other benefits under this clause. In this situation payment instead of notice will not apply.

G1.8 Job search

- G1.8.1 During the notice period, a permanent team member will be allowed one paid day off each week at their base rate of pay including any applicable penalties.
- G1.8.2 Satisfactory evidence may be required by the Company to approve payment. A statutory declaration will be sufficient.

G1.9 Transfer of business

- G1.9.1 Where a business is transferred to a new employer, a team member's service will count as service with the new employer. A team member's service will not be broken from such transfer.

APPENDIX H — NORTHERN AND MACKAY DISTRICTS

- H1.1 **“Northern and Mackay District”** is defined as the area commencing at the sea-coast at 24 degrees 30 minutes of south latitude, thence by that parallel of latitude bearing true west to 151 degrees of each longitude, thence by that degree of longitude bearing true south to 25 degrees of south latitude; thence by that parallel of latitude bearing true west to the western border of the State of Queensland; thence by the western border of the state, bearing true north to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude bearing true east to 147 degrees of east longitude; thence by that degree of longitude bearing true north to 22 degrees of south latitude; thence by that parallel of latitude bearing true east to the sea-coast; thence by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area excluding the Local Government Areas of Rockhampton and Gladstone.

SIGNATORIES

Date

Signed on behalf of

Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited

800 Toorak Road

HAWTHORN EAST, VIC 3123

Date

Gerard Dwyer

National Secretary

Signed on behalf of

Shop Distributive and Allied Employees' Association

Level 6/53 Queen Street

MELBOURNE, VIC 3000

Date

Ben Swan

Branch Secretary

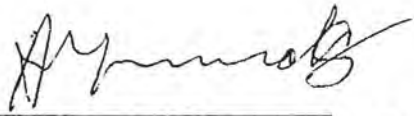
Signed on behalf of

Australian Workers' Union (Queensland Branch)

12/333 Adelaide Street

BRISBANE, QLD 4000

SIGNATORIES



HEAD OF EMPLOYEE RELATIONS
ANGELO YOANNIDIS

Date

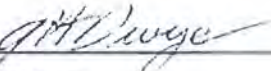
18/5/15

Signed on behalf of

Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited

800 Toorak Road

HAWTHORN EAST, VIC 3123



Gerard Dwyer

National Secretary

Signed on behalf of

Shop Distributive and Allied Employees' Association

Level 6/53 Queen Street

MELBOURNE, VIC 3000

Date

12-05-2015



Ben Swan

Branch Secretary

Signed on behalf of

Australian Workers' Union (Queensland Branch)

12/333 Adelaide Street

BRISBANE, QLD 4000

Date

18/5/15

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (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 the enterprise 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 subclauses (2), (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.
- (10) In this term, *relevant employees* means the employees who may be affected by the major change.

17 June 2015

Ms Melissa Phang
Associate to Commissioner Bull
Fair Work Commission
Level 10, Terrace Tower
80 William Street, East Sydney NSW 2011
By email: chambers.bull.c@fwc.gov.au

Dear Ms Phang,

AG2015/1164: Notice of Undertaking

These Undertakings are provided in relation to the Coles Store Team Enterprise Agreement 2014 – 2017 (the Agreement). "The Company" has the same meaning as clause 1.10.5 of the Agreement.

The Company undertakes to apply sub-clauses 4.6.3 and 4.6.6 of the Agreement in such a way so as to allow for the representation of team members for the purposes of consultation at any stage.

The Company undertakes to pay casual team members a loading of 25% for all hours worked, excluding overtime. The loading is paid instead of entitlements to any form of paid leave (except long service leave). This Undertaking will replace clause 4.3 of the Agreement.

The Company undertakes to pay 17 year old junior (non-trades) team members 60% of the adult wage rate for the relevant classification. The Company also undertakes to pay 18 year old junior (non-trades) team members 70% of the adult wage rate for the relevant classification. Noting that under the Agreement, effective from Monday 6 June 2016, 18 year old junior (non-trades) team members will increase to 75%. This Undertaking will replace the relevant percentages outlined in clause 3.5.1 of the Agreement.

The Company undertakes to carry out a reconciliation to ensure that the take home pay for any 4 week roster cycle for a casual or junior (non-trades) team member was more than the team member would have been entitled to under the General Retail Industry Award (the Award), where such team member requests in writing within 28 days of the expiry of the relevant reconciliation period. Reconciliation period means each 12 month period calculated from the team member's anniversary date, or the period from the commencement date of the Agreement until their anniversary date, or the period between the expiry of the last reconciliation period and the termination of the team member's employment. If the Company finds that the team member has received less than what they would have had the Award applied, the Company will pay the team member a reconciliation top up payment.

Yours sincerely



FOR AND ON BEHALF OF THE COMPANY
Angelo Yoannidis
Head of Employee Relations
Human Resources

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