

# **DECISION**

Fair Work Act 2009 s.185—Enterprise agreement

Coles Supermarkets Australia Pty Ltd T/A Coles (AG2019/2324)

## **COLES SUPERMARKETS MEAT ENTERPRISE AGREEMENT 2018**

Retail industry

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 9 AUGUST 2019

Application for approval of the Coles Supermarkets Meat Enterprise Agreement 2018.

- [1] An application has been made for approval of an enterprise agreement known as the *Coles Supermarkets Meat Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Coles Supermarkets Australia Pty Ltd T/A Coles. The agreement is a single enterprise agreement.
- [2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.
- [3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.
- [4] The signed Agreement lodged in the Commission with the application contained a number of typographical, formatting and cross-referencing errors. On 26 July 2019, the Applicant filed an amended copy of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.
- [5] The Shop, Distributive and Allied Employees Association and The Australasian Meat Industry Employees Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[6] The Agreement was approved on 9 August 2019 and, in accordance with s.54, will operate from 19 August 2019. The nominal expiry date of the Agreement is 30 June 2021.



Printed by authority of the Commonwealth Government Printer

<AE504800 PR711148>

## Annexure A

5 August 2019

## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/2324

Applicant: Coles Supermarkets Australia Pty Ltd (Coles)

Undertaking in accordance with Section 190 of the Fair Work Act 2009 (Cth)

I, Robert Rondinelli, Head of Employee Relations & Compliance for Coles, give the following undertaking with respect to the Coles Supermarkets Meat Enterprise Agreement 2018 (Agreement):

- I have the authority given to me by Coles to provide this undertaking in relation to the application before the Fair Work Commission (FWC).
- 2. Application of shift work: in line with the Agreement, Coles will not engage any team members as shiftworkers within the meaning of the General Retail Industry Award 2010 (Award). Specifically, in the event that any team members who are covered by the Agreement are engaged to work on hours which may meet the definition of shiftworker under the Award, team members will be paid in accordance with the terms and conditions of the Agreement.
- This undertaking is provided on the basis of an issue raised by the FWC in relation to the Agreement approval application currently before the FWC.

Chert Lordon

Signed on behalf of:

Coles Supermarkets Australia Pty Ltd



# **Table of Contents**

Part 1 –	APPLICATION AND OPERATION	6
1.1	Title	6
1.2	Coverage	6
1.3	Term of Operation	6
1.4	Structure of this Agreement	6
1.5	Definitions	6
1.6	No Extra Claims	7
1.7	National Employment Standards	7
1.8	Modern Award	7
1.9	Agreement Availability	7
Part 2 –	WORKPLACE FLEXIBILITY	8
2.1	Individual Flexibility Arrangements	8
2.2	Right to Request Flexibility Working Arrangements	9
Part 3 –	CONSULTATION AND DISPUTE RESOLUTION	10
3.1.	Consultation	10
3.2.	Dispute Resolution Procedure	11
Part 4 –	TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT	13
4.1.	Types of Employment	13
4.2.	Termination of Employment	16
4.3.	Redundancy	16
Part 5 –	CLASSIFICATIONS AND WAGE RATES	18
5.1.	Classification Structure	18
5.2.	Wage and Allowance increases	18
<i>5.3</i> .	Payment of wages	19
5.4.	Junior Rates	19
5.5.	Supported wage	19
Part 6 –	SUPERANNUATION	20
6.1.	Superannuation legislation	20
6.2.	Employer contributions	20
6.3.	Superannuation fund	20
6.4.	Voluntary team member contributions	20
6.5.	Absence from work	20
Part 7 –	ALLOWANCES	21
7.1.	Allowances	21

7.2.	Higher duties	21
7.3.	Discretionary allowance	21
7.4.	Excess travelling costs	22
7.5.	Travelling time reimbursement	22
Part 8 – I	ROSTERING AND HOURS OF WORK	22
8.1.	Hours of work	22
8.2.	Rostering Principles	23
8.3.	Notification and changes to rosters	23
8.4.	Overtime	24
8.5.	Penalties	25
8.6.	Breaks	25
8.7.	Rates not cumulative	26
Part 9 – I	PUBLIC HOLIDAYS AND LEAVE	27
9.1.	Public Holidays	27
9.2.	Annual Leave	28
9.3.	Meat Team Member Leave	30
9.4.	Long Service Leave	30
9.5.	Leave of absence	30
9.6.	Personal Leave	30
9.7.	Carer's Leave	31
9.8.	Compassionate Leave	32
9.9.	Blood Donor Leave	33
9.10.	Natural Disaster Leave	33
9.11.	Jury Service Leave	34
9.12.	Emergency Services Leave	34
9.13.	Defence Service Leave	35
9.14.	Domestic and Family Violence Leave	35
APPENDI	IX A – CLASSIFICATIONS	36
A1.	Level 1 – Meat Team Member	36
A2.	Level 2 – Skilled Non-tradesperson	36
A3.	Level 3 – Butcher	36
A4.	Level 4 – Meat Department Manager	37
APPENDI	X B – LOCATION ALLOWANCES	37
B.1	Allowance	37
APPENDI	X C – SAVED PROVISIONS	38
C.2	Victoria	38

C.3	New South Wales	39
C.4	Tasmania	39
C.5	South Australia	40
C.6	Second In Charge Classification	40
C.7	In Charge allowance	40
APPEND	X D – SUPPORTED WAGE	41
D.1	Team members employed under supported wage	41
D.2	Eligibility criteria	41
D.3	Supported wage rates	41
D4.	Assessment of capacity	42
D5.	Lodgement of SWS wage assessment agreement	42
D6.	Review of assessment	42
D7.	Other terms and conditions of employment	42
D8.	Workplace adjustment	42
D9.	Trial period	42
APPEND	X E: WAGE RATES	43
E1. W	ages Rates	43
APPEND	X F: PARENTAL LEAVE AND OTHER RELATED ENTITLEMENTS	48
F.1	Parental leave	48
F.2	Pre-Natal Leave	52
APPEND	X G – APPRENTICES	53
SIGNATO	DRIES TO COLES SUPERMARKETS MEAT ENTERPRISE AGREEMENT 2018	55

## PART 1 - APPLICATION AND OPERATION

#### 1.1 Title

This Agreement shall be known as the Coles Supermarkets Meat Enterprise Agreement 2018.

#### 1.2 Coverage

- 1.2.1 This Agreement shall cover and apply to:
  - Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708); and
  - b. wages-paid team members who:
    - are engaged by Coles under one of the classifications in clause 5.1 and Appendix A of this Agreement;
    - ii. usually work within the Meat Department in a Coles supermarket; and
    - for the purposes of Section 48 of the Act, would have been covered by the General Retail Industry iii. Award 2010 as at the time of approval.
- 1.2.2 So as to avoid doubt, this Agreement applies throughout all states and territories of Australia but does not cover or apply to any Coles team member for whom the scope of the Coles Supermarkets Enterprise Agreement 2017 covers or applies.

## 1.3 Term of Operation

The Agreement will commence on 19 August 2019, or 7 days after approval by the FWC, whichever is later. The nominal expiry date of this Agreement is 30 June 2021.

## 1.4 Structure of this Agreement

This Agreement establishes a national set of terms and conditions for Coles team members. Appendix C Saved Provisions sets out terms and conditions that apply for continuously employed team members, falling within the coverage of clause 1.2, to whom a Previous State Meat Agreement applied immediately prior to the operative date of this Agreement. Where Appendix C establishes a term or condition inconsistent with the rest of this Agreement, a team member, to whom Appendix C applies, will be entitled to the most beneficial term or condition.

#### 1.5 **Definitions**

- 1.5.1 "Act" means the Fair Work Act 2009 (as amended from time to time).
- 1.5.2 "Apprentice" means a team member who is bound by an Apprenticeship Agreement. "Apprenticeship" means a system of training that has been approved by the relevant State Training Authority. Apprentices other than schoolbased Apprentices shall be engaged as full-time team members.
- 1.5.3 "Base Rate of Pay" means the hourly rate set out in Appendix E.
- 1.5.4 "Butcher" is defined in Appendix A Classifications.
- 1.5.5 "Coles" and/or "Company" means Coles Supermarkets Pty Ltd (ABN 45 004 189 708).
- 1.5.6 "Immediate family member" means a team member's:
  - spouse (including former, de facto and a former de facto spouse); or а
  - b. child (including step, adopted, ex-nuptial or foster child); or
  - c. parent (including step-parent); or
  - father and mother-in-law; or d.
  - grandparent (including grandparent-in-law); or e.
  - f. grandchild (including grandchild of a spouse); or
  - siblings; or g.
  - h. brother and sister-in-law.

- 1.5.7 "NES" means the National Employment Standards.
- 1.5.8 "FWC" means the Fair Work Commission or its successor.
- 1.5.9 "Meat Department" means the meat preparation and meat display/servery areas of a Coles supermarket. It does not include the deli or other fresh departments.
- 1.5.10 "Meat Department Manager" is defined in Appendix A Classifications.
- 1.5.11 "Meat Team Member" is defined in Appendix A Classifications.
- 1.5.12 "Permanent team member" means either a full-time or part-time team member.
- 1.5.13 "Previous State Meat Agreement" means any of the following nominally expired enterprise agreements; the Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012; Coles Supermarkets Australia Pty Ltd & AMIEU Victorian Meat Agreement 2011; Coles Supermarkets (Australia) Pty. Ltd. and Australasian Meat Industry Employees' Union Western Australian Agreement 2012; Coles Supermarkets South Australia Meat Agreement 2012; Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011; or the Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011 (as far as it applies to meat classifications included in Appendix A Classifications.
- 1.5.14 "Skilled Non-Tradesperson" is defined in Appendix A Classifications.
- 1.5.15 "Team member" means a wages-paid employee of Coles usually engaged to work in the Meat Department of a Coles supermarket and is classified in accordance with Appendix A Classifications.
- 1.5.16 "Tradesperson" 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.
- 1.5.17 "Union" means the Australasian Meat Industry Employee Union and the Shop and Distributive Allied Employee Association (Queensland and Northern Territory Branches).
- 1.5.18 "Voluntary or by agreement" means following an offer being made by the Company to a team member that team member has had the conditions of the Agreement explained to them, they understand the conditions and have had the opportunity to seek and/or receive advice and the Team member is not coerced in reaching any agreement with the Company wherever agreed arrangements are allowed by the various provisions of this Agreement. For clarity, voluntary and or by agreement shall be taken to mean that when a team member is offered an alteration to their current conditions such team member must agree to such alteration prior to any alteration and or change taking effect.

## 1.6 No Extra Claims

This Agreement is made in full and final settlement of all claims. Team members covered by this Agreement shall not pursue any further claims during the nominal term of this Agreement relating to their conditions of employment.

## 1.7 National Employment Standards

Notwithstanding anything contained in this Agreement, no team member covered by this Agreement will be disadvantaged against the terms of the National Employment Standards.

#### Modern Award 1.8

Consistent with s 57 of the Act, all applicable modern awards, including the General Retail Industry Award 2010, are displaced by this Agreement except where clauses are expressly incorporated by this Agreement.

## 1.9 Agreement Availability

The Company will ensure a copy of this Agreement will be easily available to all team members.

## PART 2 - WORKPLACE FLEXIBILITY

#### 2.1 **Individual Flexibility Arrangements**

- The Company and a team member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - the agreement deals with 1 or more of the following matters:
    - i. arrangements about when work is performed;
    - ii overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - leave loading; and
  - the arrangement meets the genuine needs of the Company and the team member in relation to 1 or more h. of the matters mentioned in paragraph 2.1.1(a); and
  - the arrangement is genuinely agreed to by the Company and the team member. С.
- 2.1.2 The arrangement is genuinely agreed to by the Company and the team member. The Company must ensure that the terms of the individual flexibility arrangement:
  - are about permitted matters under section 172 of the Act; and
  - are not unlawful terms under section 194 of the Act; and b.
  - result in the team member being better off overall than the team member would be if no arrangement was c. made.
- 2.1.3 The Company must ensure that the individual flexibility arrangement:
  - is in writing; and a.
  - includes the name of the Company and the team member; and b.
  - is signed by an authorised representative of the Company and the team member and if the team member is under 18 years of age, signed by a parent or legal guardian of the team member; and
  - d. includes details of:
    - the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - states the day on which the arrangement commences.
- 2.1.4 The Company must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.1.5 The Company or the team member may terminate the individual flexibility arrangement:
  - by giving no more than 28 days written notice to the other party to the arrangement; or
  - if the Company and the team member agree in writing at any time. b.

# 2.2 Right to Request Flexibility Working Arrangements

In accordance with s 65 of the Act, team members have the right to request flexible working arrangements under the following circumstances:

- the team member is the parent, or has responsibility for the care of a child who is of school age or a.
- the team member is a carer (within the meaning of the Carer Recognition Act 2010); b.
- the team member has a disability; c.
- the team member is 55 or older;
- the team member is experiencing violence from a member of the team member's family; e.
- the team member provides care or support to a member off the team member's immediate family, f. or a member of the team member's household, who requires care or support because the member is experiencing violence from the member's family.

## PART 3 - CONSULTATION AND DISPUTE RESOLUTION

#### Consultation 3.1.

#### 3.1.1 Consultation regarding major workplace change

- a. Company to notify
  - Where the Company has made a definite decision to introduce a major change to production, program, organisation, structure or technology that are likely to have a significant effects on team members, the Company will notify the team members who may be affected by the proposed changes and their representatives, if any, of the decision to introduce the major change.
  - ii. Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skill required of team members, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retaining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for a major change to any of the matters referred to in subclause 3.1.1(a)(i), the major change is deemed not to have a significant effect on team members.

#### b. Company to discuss change

- The Company must discuss with the team members affected and their representatives, if any, the introduction of the changes referred to in subclause 3.1.1(a), the effects the changes are likely to have on team members and measures to avert of mitigate the adverse effects of such changes on team members and must give prompt and genuine consideration to matters raised by the team members and/or their representatives, if any, in relation to the changes.
- The discussions must commence as early as practicable after a definite decision has been made by ii. the Company.
- iii. For the purposes of such discussions, the Company must provide in writing to the team members concerned and their representatives, if any, 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 provided that the Company is not required to disclose confidential information, where the disclosure of which would be contrary to the Company's interests.
- 3.1.2. The relevant team member may appoint a representative for the purposes of the procedures in this term.

### 3.1.3. If:

- a relevant team member appoints, or relevant team members appoint, a representative for the purposes of a. consultation; and
- b. the team member or team members advise the Company of the identity of the representative.

the Company must recognise the representative.

#### 3.1.4. Consultation about changes to rosters or hours of work

- a. This subclause should be read in conjunction with clause 8.3 (Notification and changes to rosters).
- b. Where the Company proposes to change a team member's regular roster or ordinary hours of work, the Company must consult with the team member or team members affected and their representatives, if any, of the proposed change.
- The Company must: c.
  - provide to the team member or team members affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the team member's regular roster or ordinary hours of work and when the change is proposed to commence), the effects Coles reasonably believes the change will have on the affected team members, and any other matters Coles reasonably believes are likely to affect team members;

- invite the affected team member or team members and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring or study responsibilities); and
- iii. give prompt and genuine consideration to any views about the impact of the proposed change that are given by the team member or team members concerned and/or their representatives.
- d. The requirement to consult under this subclause does not apply where a team member has irregular, sporadic or unpredictable working hours.
- These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- f. The affected team members may appoint a representative for the purpose of the procedures in this term.
- g. If:
  - i. an affected team member or team members appoint, a representative for the purposes of consultation about changes to rosters or hours of work; and
  - ii. the team member or team members advise the Company of the identity of the representative,

the Company must recognise the representative.

## 3.2. Dispute Resolution Procedure

- 3.2.1. This term sets out the procedure to settle a dispute:
  - about a matter arising under the Agreement; or
  - in relation to the NES;
- 3.2.2. A team member/s who is a party to the dispute and Coles may appoint a representative of their choice for the purposes of the procedures in this term.
- 3.2.3. So as to avoid doubt, a Union may initiate a dispute under this clause on behalf of a Union member or members in respect of whom they are entitled to represent the industrial interests.
- 3.2.4. In the first instance the team member(s) must try to resolve the dispute at the workplace level, by discussions between the team member or team members and Supervisor and/or Management.
- 3.2.5. If such discussions do not resolve the dispute, or it is not appropriate in the circumstances to conduct discussions with the relevant Supervisor/Manager, the parties will attempt to resolve the discussions between the team member/s concerned and more senior levels of management or People and Culture (HR). To understand the nature of the dispute, the team member may be requested by the Company to put the dispute in writing.
- 3.2.6. Where possible, the parties will aim to complete the preliminary dispute resolution procedure steps in a timely manner and minimise any escalation of the dispute.
- 3.2.7. If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 3.2.8. The FWC may deal with the dispute in 2 stages:
  - the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - if the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute.
- 3.2.9. If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 3.2.10. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, appeals may be made against the decision, as well as any appeal to the Federal Court on any question of law.
- 3.2.11. While the parties are trying to resolve the dispute using the procedures in this term:
  - a team member must continue to perform his or her work as he/she would normally unless he/she has a reasonable concern about an imminent risk to his/her health or safety; and

- a team member must comply with a direction given by Coles to perform other available work at the same workplace, or at another workplace, unless the work is not safe.
- 3.2.12. For disputes relating to changes to rosters under subclauses 3.1.4, 4.1.4 (h) and 8.3 only, until the dispute is resolved work shall continue in accordance with the team member's roster such as it was immediately prior to the dispute arising. For the avoidance of doubt, for disputes not relating to changes to rosters, subclause 3.2.11 shall apply.

## Part 4 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

## 4.1. Types of Employment

- 4.1.1. Team members under this Agreement will be employed in one of the following categories:
  - full-time team members; a.
  - b. part-time team members;
  - limited tenure team members; or
  - Н casual team members.
- 4.1.2. At the time of first being employed, the Company will inform each team member of the terms of their engagement and, in particular, whether they are to be full-time, part-time, limited tenure or casual. No full-time or casual team member will be transferred by the Company to part-time employment without the written consent of the team member. Provided that where such transfer occurs, all leave entitlements accrued will be deemed to be continuous. A full-time team member who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the Company and recorded in writing.

#### 4.1.3. Full-time team members

A full-time team member is a team member who is engaged to work an average of 38 hours per week over a cycle of up to 4 weeks.

#### 4.1.4. Part-time team members

- A part-time team member is a team member who:
  - i. works less than 152 hours per 4 week cycle;
  - ii. works no less than 48 hours per 4 week cycle;
  - iii. works less than 38 hours per week; and
  - iv. has reasonably predictable hours of work.
- b. For part-time team members first employed immediately prior to the commencement of this Agreement their existing contractual entitlements for minimum hours over the 4-week cycle will continue to apply except where a team member and the Company agree otherwise.
- At the time of first being employed, the Company and the part-time team member will agree, in writing, on c. a regular pattern of work, specifying at least:
  - i. the hours worked each day;
  - ii. which days of the week the team member will work;
  - iii. the actual starting and finishing times of each day;
  - iv. that any variation will be in writing;
  - minimum daily engagement is 3 hours; and V.
  - the times of taking and the duration of meal breaks
- Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. Н A variation under this subclause may be of a temporary (including ad-hoc or one off variations) or permanent nature. A part-time team member can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours at their base rate of pay specified in Appendix E, provided such standing consent may be withdrawn by the team member at any time up until accepting an offer of additional hours. To avoid doubt, a team member who provides standing consent can still verbally refuse to work additional hours when offered on any occasion. Such a variation in writing may be made by electronic means (this will include MyColes, One Team, E-mail and SMS).
- A record of the agreement and any variations to it (including by way of standing consent) will be retained by e. the Company and a copy provided to the team member. This may be provided by electronic means as noted above.

- A part-time team member employed under the provisions of this subclause will be paid for ordinary hours worked at the hourly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under subclause 4.1.4(c) will be overtime and paid for at overtime rates. To avoid doubt, any variation under clause 4.1.4(d) will not attract overtime.
- Subject to business needs and prerogative, the Company will endeavour to offer additional hours under g. subclause 4.1.4(d), where they are required to part time team members.

#### h. Rosters

- i. The rostered hours of part-time team members may be altered at any time by mutual agreement between the Company and the team member, including any variations agreed under subclause 4.1.4(d).
- ii. Where not by mutual agreement, any permanent roster change will be provided with a minimum of 7 days' notice. Should the team member disagree with the roster change, they will be given a minimum of 14 days written notice instead of 7 days, during which time there will be discussions between the Company and the team member aimed at resolving the matter in accordance with clause 3.2 of this Agreement.
- iii. Rosters will not be changed except as provided in subclause 4.1.4(h) from week to week, or fortnight to fortnight, nor will they be changed to avoid any Agreement entitlements.
- i. Agreement entitlements

A part-time team member will be entitled to payments in respect of paid leave arising under the NES or this Agreement on a proportionate basis. Subject to the provisions contained in this subclause all other provisions of the Agreement relevant to full-time team members will apply to part-time team members.

j. Right to request increase to permanent minimum contractual hours

> Where a part-time team member has over a period of at least 12 months regularly worked a number of additional temporary hours under subclause 4.1.4(d), the team member may request in writing that the Company agree to increase their permanent minimum contractual hours. If the Company agrees to the request, the agreement will be recorded in writing. The Company may refuse the request upon reasonable business grounds in writing.

#### 4.1.5. **Limited Tenure**

- A limited tenure refers to a team member engaged on a full-time or part-time basis for a specific task or tasks a. and/or for a specific period of time.
- b. The minimum duration of a limited tenure is 1 month. However, if the sole purpose of the limited tenure is to replace a team member on annual leave the minimum duration is 1 week.
- c. The maximum duration of a limited tenure is 12 months. However, the maximum shall not apply if the sole purpose of the limited tenure is to replace a team member on parental leave.
- d. Limited tenure employment shall be voluntary. Periods of limited tenure must not run consecutively, and a limited tenure may be extended by agreement with the team member, in line with the relevant maximum duration, detailed in subclause 4.1.5(c).
- Prior to the start of a limited tenure, the team member will be advised in writing:
  - of the nature of the work;
  - ii. the hours to be worked;
  - iii. the ordinary hourly rate of pay; and
  - the start and finish dates of their limited tenure employment. iv.
- f. 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.
- 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 commencing.

- 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.
- i. A team member who accepts a change to limited tenure will not be disadvantaged in respect to their terms and conditions of employment.
- A limited tenure may be terminated by either the team member or the Company by giving 7 days' notice. j.

#### 4.1.6. Casual team members

- a. A casual team member is a team member engaged and paid as such.
- b. A casual team member will be paid both the applicable hourly rate payable to a full-time team member and an additional 25% of the ordinary hourly rate for a full-time team member.
- Casual team members will be paid at the termination of each engagement or weekly in accordance with pay arrangements for full-time and part-time team members.
- d. The minimum daily engagement of a casual team member is 3 hours.

#### 4.1.7. Right to request casual conversion

#### Eligibility:

- A casual team member who has over a calendar period of at least 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, they could continue to perform as a full-time or parttime team member, may request in writing to be converted to a full-time or part-time team member as follows:
  - i. if they have worked an average of 38 or more hours a week in the period of 12 months' casual employment they may request to be converted to a full-time team member; or
  - ii. if they have worked at an average of less than 38 hours a week in the period of 12 months' casual employment they may request to be converted to a part-time team member consistent with the pattern of hours previously worked.

#### **Conversion process:**

#### Where agreed:

- that a casual team member may convert to full or part-time employment, such agreement shall be recorded b. in writing including details required under subclauses 4.1.2 and 4.1.4(c).
- the date from which the conversion will take effect is the commencement of the next pay cycle following c. such agreement being reached unless otherwise agreed.

## Where not agreed:

- d. Coles may decline a request on reasonable business grounds in writing within 21 days of the request being made, after there has been consultation with the team member. Reasonable business grounds include but are not limited to:
  - it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full-time or part-time team member;
  - ii. it is known or reasonably foreseeable that the regular casual team member's position will cease to exist within the next 12 months;
  - iii. it is known or reasonably foreseeable that the hours of work which the regular casual team member is required to perform will be significantly reduced in the next 12 months; or
  - iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the team member's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the team member is available to work.

#### Notification and other matters:

- A casual team member must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have his or her hours reduced or varied, in order to avoid any right or obligation under this subclause.
- f. Coles must provide a casual team member with a copy of the provisions of subclause 4.1.7 within the first 12 months of the team member's first engagement to perform work.

## 4.2. Termination of Employment

4.2.1. Coles may terminate a permanent team member's employment by giving written notice of termination as follows:

	Minimum notice	
Period of continuous service	Team members under 45 years	Team members 45 years and over
1 year or less	1 week	1 week
More than 1 year 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'

- 4.2.2. The period of notice in this clause will not apply to team members at the natural ending of a limited tenure or team members terminated for serious misconduct in accordance with the NES.
- 4.2.3. Notice of termination by a team member

A full-time or part-time team member can resign by giving 1 week's notice in writing. If a team member fails to give the required notice the Company may withhold from any monies due to the team member on termination under this Agreement, an amount not exceeding the amount the team member would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the team member.

## 4.2.4. Job search entitlement

Where the Company has given notice of termination to a team member, a team member must be allowed up to 2 days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the team member after consultation with the Company.

## 4.3. Redundancy

- 4.3.1. Except as otherwise provided for in this Agreement, redundancy is as provided for in the NES.
- 4.3.2. Discussions before terminations (to be read in conjunction with clause 3.1)
  - 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:
    - i. affected team members; and
    - ii. the Union/s known to the Company as having members and who are entitled to represent the industrial interests of the team members concerned.
  - h. Discussions will take place as soon as practicable and will cover:
    - i. the reasons for the proposed terminations;
    - ii. the measures to avoid or minimise the termination;
    - iii the measures to mitigate the adverse effects on the team members concerned;
    - iv. the number and categories of team members likely to be affected;
    - v. the number of team members normally employed; and
    - when the terminations are likely to occur. vi

- All relevant information will be provided in writing to the team member concerned and the Union/s as c. defined in subclause 4.3.2(a)(ii).
- d. However, the Company will not be required to disclose confidential information which would negatively impact the Company's interests.

#### 4.3.3. Transfer to lower paid duties

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.

#### 4.3.4. Team member leaving during notice period

A team member given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The team member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### h. Job search entitlement

- a team member given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. if the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- iii. this entitlement applies instead of clause 4.2.4.

### 4.3.5. Amount of Redundancy pay

Instead of the table provided in Section 119(2) of the Act, the amount of redundancy pay will be as follows: a.

	Redundancy pay scale	
Period of continuous service	Team members under 45 years	Team members 45 years 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

#### 4.3.6. Changing Redundancy pay

- Redundancy pay as provided in subclause 4.3.5 and notice of termination as provided in subclause 4.2.1, will not apply where there is a transfer of business and the Company obtains employment for a team member on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the team member's terms and conditions of employment with the Company immediately before the termination and the new employer recognises the team member's service with the Company.
- b. Where other acceptable employment is found for a team member in a related entity of the Company, the team member's entitlements to personal leave, annual leave and long service leave will be transferred to the
- The Company may apply to the FWC to change the redundancy pay where the Company obtains other acceptable employment for a team member (unless there is a transfer of business).

## Part 5 – CLASSIFICATIONS AND WAGE RATES

## 5.1. Classification Structure

All team members covered by this Agreement will be classified according to the classification levels and typical job titles as outlined in the table below and Appendix A Classifications.

Classification Level	Job Titles
Level 1	Meat Team Member
Level 2	Skilled Non-Tradesperson
Level 3	Butcher
Level 4	Meat Department Manager

## 5.2. Wage and Allowance increases

- 5.2.1. A 2-step transitional arrangement has been developed as a method to move team members from receiving varying base rates of pay and penalty structures under Previous State Meat Agreements to one set of National uniformed base rates of pay and penalty structure effective from the first full pay period (FFPP) on or after 1 July 2020.
- 5.2.2. The rates of pay outlined in Appendix E will apply effective from the operative date of this Agreement. These will be known as the Year 1 Rates of Pay.
- 5.2.3. The Company will provide team members with the equivalent wage outcome as ordered by the FWC in their 2020 Annual Wage Review. This wage increase will be applied to the Year 1 Victorian base rates of pay for each classification, to be known as the Year 2 Victorian base rates of pay.
- 5.2.4. All states (aside from Victoria) will have their base rates of pay aligned to the Year 2 Victorian base rates of pay. The wage increase as outlined in subclause 5.2.3 will be effective for all states (including Victoria) from the FFPP on or after 1 July 2020.
- 5.2.5. Penalty rates outlined in subclause 8.5.1 will be effective for all team members as at the FFPP on or after 1 July 2020. The penalties outlined in clause 8.5.1 will supersede the penalties in Appendix E.
- 5.2.6. Where an allowance under Part 7 of this Agreement has direct correlation with an allowance under the General Retail Industry Award 2010, these will be increased in line with any Expense Related Allowance Order or where such allowance increases as a result of the Annual Wage Review made by the FWC in July 2019 effective the operative date of the Agreement. Subsequent allowance increases will be effective the FFPP on or after 1 July 2020.
- 5.2.7. The clause referred to in subclause 5.2.6 and the equivalent subclauses in the General Retail Industry Award 2010 as at (16 May 2019) are:

Clause in this Agreement	Equivalent subclause in the General Retail Industry Award 2010
7.1.1 - Meal Allowance	20.1
7.1.1 - Transport Allowance	20.6
7.1.1 - Cold Work	20.8 (a)
7.1.1 - Freezer Allowance	20.8 (b)
7.1.1 - First Aid Allowance	20.9
7.1.1 - Broken Hill Allowance	20.13

# 5.3. Payment of wages

- 5.3.1. Wages will be paid weekly according to the actual hours worked each week.
- 5.3.2. All wages shall be paid on a regular pay day. At the commencement of employment, the Company must notify the team member in writing as to which day is the pay day. Where for any reason throughout the team members employment, the Company wishes to change the pay day, then the Company shall provide at least 4 weeks' written notice to the team member of such change.

## 5.4. Junior Rates

- 5.4.1. Adult rates start at 20 years of age. Junior team members will be paid the following percentage of the applicable wage rate in Appendix E, unless already receiving adult rates immediately prior to the commencement date of this Agreement.
- 5.4.2. All trade qualified team members will be paid adult wage rates in Appendix E.
- 5.4.3. The below table applies to classification levels 1-3 team members.

Age	Percentage
19 years	90%
18 years	75%
17 years	65%
Under 17 years	55%

## 5.5. Supported wage

Supported wage arrangements for team members with a disability are contained in Appendix D.

## Part 6 – SUPERANNUATION

## 6.1. Superannuation legislation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of the Company and team members.

## 6.2. Employer contributions

The Company will make such superannuation contributions to a superannuation fund for the benefit of a team member as required by the relevant legislation.

## 6.3. Superannuation fund

- 6.3.1. The Company will make the superannuation contribution to one fund for the team member.
- 632 The default Superannuation fund will be Meat Industry Employees' Superannuation Fund (MIESF). The Company will supply all new team members in the Meat Department with a MIESF application form.
- 6.3.3. Retail Employees Superannuation Trust (REST) is an industry superannuation fund for the retail industry and team members may nominate REST as their Superannuation fund of choice.
- 6.3.4. A team member may elect in writing to have their Superannuation fund paid into an alternative complying fund.

## 6.4. Voluntary team member contributions

Where a team member requests and the Company agrees, a team member may participate in a salary sacrifice program in relation to Superannuation. Where this occurs the team member will not suffer any detriment to their overall wages arrangements that applied pre-sacrifice. For clarity, this means that the pre-sacrifice amount of wages will be deemed to be the amount of wages that all entitlements are calculated from. Neither the team members nor the Company will gain an advantage from the salary sacrifice arrangement other than that provided for in legislation.

## 6.5. Absence from work

- 6.5.1. Subject to the governing rules of the relevant superannuation fund, the Company must also make the superannuation contributions provided for in clause 6.2 and pay the amount authorised under clauses 6.3:
  - Paid leave—while the team member is on any paid leave; a.
  - Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of b. the team member due to work-related injury or work-related illness provided that:
    - the team member is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
    - ii. the team member remains employed by the Company.

## Part 7 – ALLOWANCES

#### 7.1. **Allowances**

#### 7.1.1. The following table outlines allowances:

Allowance	Criteria	Entitlement
Broken Hill allowance	A team member in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance.	\$0.94 per hour
Cold work allowance	Will be paid to team members who are covered under this Agreement for time worked.	\$0.29 per hour
Freezer allowance	A team member required to work in a cold chamber where the temperature is below 0°C will in addition to the cold work allowance also be paid an allowance per hour, while so employed.	\$0.44 per hour
First aid allowance	Where a team member who holds an appropriate first aid qualification is appointed by the Company to perform first aid duty.	\$10.89 per week
Meal allowance	A team member required to work more than one hour and a half of overtime after the team member's ordinary time of ending work, without being given 24 hours' notice, will be paid a meal allowance. Where such overtime work exceeds 4 hours a further meal allowance will be paid.	\$18.29 for the first occasion and \$16.57 for the second occasion.
Travel allowance	Where the Company asks a team member to use their own motor vehicle in the performance of their duties.	\$0.78 per kilometre.
Special clothing	Where the Company requires a team member to wear any protective or special clothing such as a uniform, dress or other clothing then the Company will reimburse the team member for any cost of purchase such clothing and the cost of replacement items, when replacement is due to normal wear and tear.	This provision (i.e. a reimbursement) will not apply where the special clothing is supplied and/or pay for by the Company. This also includes replacement due to normal wear and tear.
Recall allowance	Unless otherwise agreed a team member recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work.	The team member will be paid at the appropriate rate for all hours worked with a minimum of 3 hours on each occasion.  The time worked will be calculated from the time the team member leaves home until they return home.

# 7.2. Higher duties

- 7.2.1. Where a team member is required by the Company to work at a higher classification than the team members usual classification for 2 hours or less on any day, the team member will be paid the higher rate of pay for the time worked, for a minimum of 1 hour. Where it is for an aggregate period of more than 2 hours on any day, the higher rate of pay will apply for the entire day or shift.
- 7.2.2. This clause also applies when a team member is required by the Company on a temporary basis to undertake a Meat Department Manager role.

## 7.3. Discretionary allowance

From time to time the business may at its sole discretion decide to pay additional allowances to meet the commercial needs of the Company. These do not form part of this Agreement.

## 7.4. Excess travelling costs

Where a team member is required by their Company to move temporarily from one store to another for a period not exceeding 3 weeks, all additional transport costs so incurred will be reimbursed by the Company.

## 7.5. Travelling time reimbursement

- 7.5.1. A team member who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.
- 7.5.2. The rate of pay for travelling time will be base rate of pay except on Sundays and Public Holidays, it will be at paid at 150%.

## 7.6. Transport of Team member reimbursement

- 7.6.1. Where a team member commences and/or ceases work after 10:00pm on any day or prior to 7:00am on any day and the team member's regular means of transport is not available and the team member is unable to arrange their own alternative transport, the Company will reimburse the team member for the cost of a taxi fare from the place of employment to the team member's usual place of residence. This will not apply if the Company provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member.
- 7.6.2. Provided always that a team member may elect to provide their own transport.

## Part 8 – ROSTERING AND HOURS OF WORK

### 8.1. Hours of work

8.1.1. This clause does not operate to limit or increase or in any way alter the trading hours of the Company as determined by the relevant State or Territory legislation.

#### 8.1.2. Ordinary hours

Ordinary hours may be worked within the following spread of hours:

Days	Spread of hours
Monday to Friday, inclusive	7am – 11pm
Saturday	7am – 11pm
Sunday	9am – 11pm

- Hours of work on any day will be continuous, except for rest pauses and meal breaks. h.
- Any work performed outside the spread of hours in clause 8.1.2(a) shall be overtime in line with clause 8.4 unless an individual flexibility arrangement is made in accordance with clause 2.1 of this Agreement. This Agreement recognises that clause 2.1 allows for the Company and the team member to reach agreement to perform ordinary hours of work as part of their normal roster during hours that may be outside the spread listed above provided that the overtime penalty rates are paid for any such time worked. This does not apply to public holidays.

#### 8.2. **Rostering Principles**

8.2.1. Rosters for team members must comply with the following:

Rostering Provisions	Full-time	Part-time	Casual
Minimum ordinary hours per day	5	3	3
Maximum ordinary hours per day	9 hours provided that 2 days per week, can be rostered for 10 hours	9 hours provided that 2 days per week, can be rostered for 10 hours	9 hours provided that 2 days per week, can be rostered for 10 hours
Maximum number of days per week	5 days (or 6 days in 1 week if no more than 4 days the next week)	5 days (or 6 days in 1 week if no more than 4 days the next week)	5 days (or 6 days in 1 week if no more than 4 days the next week)
Maximum number of days in a 4- week roster cycle	19 (or 20 by written agreement)	19 (or 20 by written agreement)	19 (or 20 by written agreement)
Minimum number of hours per 4- week roster cycle	152	48	-
Maximum number of hours per 4- week roster cycle	152	Less than 152	152
Maximum number of hours in 1 week	-	Less than 38	38
Minimum number of hours break between shifts	12 (or 10 by written agreement)	12 (or 10 by written agreement)	12 (or 10 by written agreement)
Consecutive days off	2 consecutive days off every week or 3 consecutive days off per fortnight, unless otherwise agreed with subclause 8.2.2	2 consecutive days off every week or 3 consecutive days off per fortnight, unless otherwise agreed with subclause 8.2.2.	-
Maximum number of weekends worked per 4- week roster cycle	3 (or more by Agreement)	3 (or more by Agreement)	-
Weekends off for regular Sunday workers per 4-week roster cycle	At least 1, being a 3-day consecutive break including Saturday and Sunday, unless otherwise varied by agreement.	At least 1, being a 3-day consecutive break including Saturday and Sunday, unless otherwise varied by agreement.	-

### 8.2.2. Consecutive Days off

- This requirement will not apply where the team member requests in writing and the Company agrees to other arrangements, which are to be recorded in the time and wage records. It cannot be made a condition of employment that a team member make such a request.
- A team member can terminate the agreement by giving 4 weeks' notice to the Company.
- 8.2.3. Ordinary hours and any reasonable additional hours may not be worked over more than 6 consecutive days.

## 8.3. Notification and changes to rosters

- 8.3.1. This clause is to be read in conjunction with clause 3.1 (Consultation).
- 8.3.2. Every effort will be made to avoid changing rosters at Christmas time.
- 8.3.3. The Company will make available for team members a roster, which will show each team member:
  - the number of ordinary hours to be worked each day;
  - b. the days of the week on which work is to be performed; and
  - the commencing and ceasing time of work for each day of the week. c.

- 8.3.4. The Company will retain superseded notices for 12 months. The roster will, on request, be produced for inspection by an authorised person.
- 8.3.5. Due to unexpected operational requirements, a team member/s roster for a given day may be changed by mutual agreement with the team member prior to the team member arriving for work.
- 8.3.6. Rosters shall not be changed in any 3 consecutive 4 weekly cycles, except where the team member agrees under subclause 8.3.7.
- 8.3.7. Any permanent roster change will be provided to the team member in writing with a minimum 7 days' notice. Should the team member disagree with the roster change, they will be given a minimum of 14 days written notice instead of 7 days, during which time there will be discussions aimed at resolving the matter in accordance with clause 3.2 (Dispute Resolution Procedure), of this Agreement. The 7 days' notice can be waived by mutual agreement.
- 8.3.8. Any roster changes by the Company must take into account the circumstances of the team member including family/caring responsibilities, study commitments, regular organised activities and safe transport home.
- 8.3.9. A team member's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the team member will be entitled to such penalty, loading or benefit as if the roster had not been changed.

## 8.4. Overtime

#### 8.4.1. Reasonable overtime

- Reasonable overtime may be requested by the Company and may be reasonably refused by a team member as per the NES.
- For any time that is worked outside the spread of hours in 8.1.2(a), or outside the roster conditions prescribed in 8.2.1 overtime shall be payable in accordance with subclause 8.4.1(f).
- Should a team member be directed to work through a break as prescribed in subclause 8.6, overtime shall be C. payable in accordance with subclause 8.4.1(f).
- Subject to clause 4.1.4(d) and (f), hours worked by part-time team member in excess of the agreed hours in d. subclause 4.1.4(c) will be paid in line with 8.4.1(f).
- Overtime is calculated on a daily basis. e.
- f. Overtime shall be paid at the following rates:

	Full-time and Part-time Team Members	Casual Team Members (inclusive of casual loading)
First 2 hours	150%	175%
Greater than 2 hours	200%	225%
Sunday	200%	225%
Public Holiday	225%	250%

## 8.5. Penalties

8.5.1. Penalty rates are outlined in the table below:

Day of the week	Time of the day	Full-time and Part-time team members	Casual team members (inclusive of casual loading)
Monday - Friday	6:00pm – 11:00pm	125%	135% (from the first pay period commencing after 1 October 2019); 140% (from the first pay period commencing after 1 March 2020); 145% (from the first pay period commencing after 1 October 2020); 150% (from the first pay period commencing after 1 March 2021)
Saturday	7:00am – 11:00pm	125%	145% (from the first pay period commencing after 1 October 2019); 150% (from the first pay period commencing after 1 March 2020)
Sunday	9:00am – 11:00pm	165% (from the first pay period after 1 July 2019); 150% (from the first pay period after 1 July 2020)	175% (from the first pay period after 1 July 2019)
Public Holidays (including part-day Public Holidays as defined in 9.1.3(iii)	7:00am – 11:00pm	225%	250%

8.5.2. Where penalty rates in clause 29.4 of the General Retail Industry Award 2010 are varied by the FWC, team members will be entitled to the higher of the General Retail Industry Award 2010 penalty rates or those in subclause 8.5.1 whichever are greater.

# 8.6. Breaks

- 8.6.1. Breaks during work periods
  - Breaks will be given as follows:

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	One 15 minute rest break	No meal break
Work more than 5 hours but less than 7 hours.	One 15 minute rest break.	One meal break of at least 30 minutes but not more than 60 minutes.
Work 7 hours or up to 10 hours	Two 15 minute rest breaks, with one taken in the first half of the work	One meal break of at least 30 minutes but not more than 60 minutes.

- b. The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the team member during work hours.
- Unless by written agreement, rest breaks and meal breaks cannot be combined and cannot be within one c. hour of each other.

- d. A team member cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work.
- No team member can work more than 5 hours without a meal break. e.
- f. The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this Agreement.
- Rest breaks are paid breaks and taken as time worked and meal breaks are unpaid breaks

### 8.6.2. Breaks between work periods

- All team members will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- b. Where a team member recommences work without having had 12-hours off work then the team member will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- By agreement between the Company and a team member or team members the period of 12-hours may be reduced to not less than 10 hours.

## 8.7. Rates not cumulative

Unless stated otherwise in this Agreement, no rates are cumulative.

#### PART 9. PUBLIC HOLIDAYS AND LEAVE

#### 9.1. **Public Holidays**

- 9.1.1. Public holidays are as provided for in the NES.
- 9.1.2. The Company and a majority of team members may agree to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the team member must be paid at public holiday penalties.
- 9.1.3. Work on a public holiday or part-day public holiday:
  - a team member cannot be required, but may volunteer to work on any public holiday subject to the following:
    - where a Meat Department opens for trade on a public holiday, team members who would normally be rostered to work may request to work the day (or part thereof) and shall be paid the appropriate penalty for time so worked. The Company may decide to decline such a request if there is no operational need for the team member to work.
    - ii. where there are not enough volunteers on a public holiday, the Company may direct team members who would normally be rostered to work on that day to do so unless the direction is unreasonable.
    - iii. a part-day public holiday is declared or prescribed between 7:00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year).

### Non-Working day entitlement

- 9.1.4. The following team members will be eligible for the non-working day entitlement:
  - full-time team members;
  - b. part-time team members rostered to work 19 starts in any 4-week cycle; and
  - c. part-time team members rostered to work on different days each week and the public holidays falls on a day of the week that the team members work in any week of their roster cycle.
- 9.1.5. Subject to subclause 9.1.4, 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:
  - an additional day's pay; or a.
  - another day off with pay taken within 28 days after the public holiday.

If agreement cannot be reached within 28 days after the public holiday, subclause 9.1.5(a) will apply.

- 9.1.6. Non-working day entitlement does not apply to:
  - additional public holidays that are declared, prescribed or legislated for a public holiday specified in the NES;
  - any new "one off" public holidays that are declared, prescribed or legislated (i.e. public holiday not occurring b. 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 9.1.5 will apply to Boxing Day (26 December) but will not apply to the following Monday.

#### 9.1.7. In relation to subclause 9.1.5 a "day" means the following:

Team member category	Meaning of a "day"
Full-time team member working 19 days in a 4-week cycle	8 hours (152 divided by 19 days)
Full-time team members working 20 days in any 4-week cycle subject to subclause 8.2.1 [by agreement to work 20]	7.6 hours (152 divided by 20 days)
Part-time team members	Average number of hours per day in the 4-week cycle immediately prior to the public holiday
	(Total number of hours in the 4-week cycle divided by days worked in the 4-week cycle)

#### 9.2. Annual Leave

- 9.2.1. Except as otherwise provided for in this Agreement annual leave is provided for in the NES.
- 9.2.2. For each year of continuous service, a permanent team member is entitled to 4 weeks of paid annual leave.
- 9.2.3. A Part-time team member will be entitled to annual leave on a proportionate basis.
- 9.2.4. Annual leave accrues progressively during each year.
- 9.2.5. Annual leave will be taken by mutual agreement between the Company and the team member.
- 9.2.6. Accrued annual leave will be approved and taken by the team member each anniversary year in accordance with subclause 9.2.5.
- 9.2.7. 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.
- 9.2.8. Where a public holiday as outlined in clause 9.1.1 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.
- 9.2.9. 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.

### 9.2.10. **Definition of shiftworker**

For the purpose of the additional week of annual leave provided for in the NES s.87, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

#### 9.2.11. Annual leave loading

- a. During a period of annual leave a team member will receive a loading calculated on the applicable base rate of pay prescribed in Appendix E of this Agreement. Annual leave loading is payable on leave accrued.
- b. Team members will receive 17.5% or the relevant penalty rates, whichever is the greater but not both.

## 9.2.12. **Close-down**

The Company may require a team member to take annual leave as part of a close-down of its operations, by giving at least 4 weeks' notice.

#### 9.2.13. Annual leave in advance

- a. The Company and the team member may agree in writing to the team member taking a period of paid annual leave before the team member has accrued an entitlement to the leave.
- b. An agreement must:
  - i. state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - ii. be signed by an authorised representative of the Company and the team member and, if the team member is under 18 years of age, by the team member's parent or guardian.
- c. The Company must keep a copy of any agreement under subclause 9.2.13 as a team member record.

#### 9.2.14. Excessive leave accruals: general provision

- A team member has an excessive leave accrual if the team member has accrued more than 8 weeks paid annual leave.
- b. If a team member has an excessive leave accrual, the Company or the team member may confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- Clause 9.2.15 sets out how the Company may direct a team member who has an excessive leave accrual to take paid annual leave.

#### 9.2.15. Excessive leave accruals: direction by the Company that leave be taken

- If the Company has genuinely tried to reach agreement with a team member under clause 9.2.14 but agreement is not reached (including because the team member refuses to confer), the Company may direct the team member in writing to take one or more periods of paid annual leave.
- h. However, a direction by the Company under paragraph 9.2.15(a):
  - is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (as agreed by the Company and the team member) are taken into account; and
  - ii. must not require the team member to take any period of paid annual leave of less than one week; and
  - iii. must not require the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - must not be inconsistent with any leave arrangement agreed by the Company and the team member. iv.
- c. The team member must take paid annual leave in accordance with a direction under paragraph 9.2.15(a) that
- d. A team member to whom a direction has been given under paragraph 9.2.15(a) may request to take a period of paid annual leave as if the direction had not been given.

## 9.2.16. Cashing out of annual leave

- Paid annual leave must not be cashed out except in accordance with an agreement under clause 9.2.16. a.
- h. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 9.2.16.
- The Company and a team member may agree in writing to the cashing out of a particular amount of accrued c. paid annual leave by the team member.
- d. An agreement under clause 9.2.16 must state:
  - i. the amount of leave to be cashed out and the payment to be made to the team member for it; and
  - ii. the date on which the payment is to be made.
- An agreement under clause 9.2.16 must be signed by an authorised representative of the Company and the e. team member and, if the team member is under 18 years of age, by the team member's parent or guardian.
- f. The payment must not be less than the amount that would have been payable had the team member taken the leave at the time the payment is made.
- An agreement must not result in the team member's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- The Company must keep a copy of any agreement under clause 9.2.16 as a team member record.

### 9.3. Meat Team Member Leave

- 9.3.1. Team members will have access to a day of leave known as Meat Team Member Leave.
- 9.3.2. This one (1) day of leave may be taken by mutual agreement between the Company and the team member between the period of 1 January and 31 December per year for the term of this Agreement.
- 9.3.3. The additional day of leave is paid at a team members base rate of pay.
- 9.3.4. The additional day of leave is not cumulative from year to year.
- 9.3.5. The additional day of leave is not paid out at cessation of employment.
- 9.3.6. In relation to subclause 9.3.1 a "day" means the following:

Team member category	Meaning of a "day"
Full-time team member working 19 days in a 4-week cycle	8 hours (152 divided by 19 days)
Full-time team members working 20 days in any 4-week cycle subject to subclause 8.2.1 [by agreement to work 20]	7.6 hours (152 divided by 20 days)
Part-time team members	Average number of hours per day in the 4-week cycle immediately prior to the Meat team member leave  (Total number of hours in the 4-week cycle divided by days worked in the 4 week cycle)

## 9.4. Long Service Leave

- 9.4.1. Team members are entitled to long service leave in accordance with the relevant State or Territory legislation.
- 9.4.2. A team member may request to access long service leave on the basis of double the time off 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.

## 9.5. Leave of absence

- 9.5.1. 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:
  - the maximum period of absence on any one occasion is 12 months; a.
  - 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
  - the absence will not break continuity of service.
- 9.5.2. 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;
  - to care for an ill or injured close relative; or c.
  - returning to study on a full-time basis.
- 9.5.3. During a period of unpaid leave, annual leave and personal/carer's leave accruals are frozen. Accruals may also be frozen for long service leave subject to relevant State or Territory long service leave legislation.

## 9.6. Personal Leave

#### Entitlement

- 9.6.1. A permanent team member is entitled to personal leave when they are unable to attend work as rostered due to a personal illness or injury.
- 9.6.2. Permanent team members accrue 10 days of paid personal leave for each year of continuous employment.

- 9.6.3. Part-time team members accrue personal leave on a proportionate basis.
- 9.6.4. Personal leave accrues progressively during each year of continuous service.

#### **Notification**

- 9.6.5. Wherever practicable, the team member will notify the Store Manager (or if the Store Manager is not present, the Manager on duty, or equivalent) prior to the start of their shift of:
  - their inability to attend for work; and
  - the estimated duration of the absence. b.

#### **Documentation**

9.6.6. The following documentation rules apply to absences from work due to personal leave:

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 when the Company may 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 may be required to receive payment.
The day before or day after a public holiday	

#### **Payment**

9.6.7. Personal leave will be paid at the team member's base rate of pay for the hours normally rostered to work. The penalties outlined in clause 8.5.1, Appendix C and Appendix E do not apply.

### Personal leave and workers' compensation

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

### 9.7. Carer's Leave

## **Entitlement**

- 9.7.1. A permanent team member is entitled to use their accrued personal leave entitlement (refer to clause 9.6.2) for when a member of their immediate family (as defined in clause 1.5.6) or household requires care or support due to:
  - a. that person being ill or injured; or
  - an unexpected emergency.
- 9.7.2. A team member taking carer's leave is on the basis that they are the most suitable person, in the circumstances, to provide such care or support.

#### Unpaid carer's leave

- 9.7.3. 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 defined in subclause 1.5.6) or household requires care or support due to:
  - that person being ill or injured; or a.
  - an unexpected emergency.
- 9.7.4. The 2 days can be taken as a continuous period or any separate periods as agreed between the Company and the team member.
- 9.7.5. Permanent team members are only entitled to unpaid carer's leave once their paid carer's leave (in accordance with clause 9.7.1) has been used.

#### **Notification**

- 9.7.6. As soon as is reasonably practicable, the team member will provide the Company with notice of:
  - their intention to take carer's leave;
  - b. a satisfactory explanation of the reason for the leave; and
  - the estimated duration of absence. c.

#### **Documentation**

9.7.7. Reasonable proof of absence may be required by The Company.

### Make-up time

9.7.8. 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.

## 9.8. Compassionate Leave

## 9.8.1. Entitlement - permanent team members

Circumstance	Entitlement
The death of their father, mother (including stepfather and stepmother), guardian, partner (including de facto or same sex), child (including step and foster children).	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 grandparent, grandchild, brother, or sister.	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 5 paid shifts.
The death of their parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law or member of the team member's household.	Maximum of 2 paid shifts.
Where a member of the team member's immediate family (as provided in subclause 1.5.6) or household suffers a serious illness or injury.	2 paid shifts for the purpose of spending time with that person (either as a continuous period of 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

- 9.8.2. If a permanent team member attends the funeral of a relative detailed in subclause 9.8.1 and is required to travel:
  - interstate or more than 500 kilometres, the team member will be entitled to receive an additional 2 unpaid shifts; or
  - outside of Australia, the team member will be entitled to receive an additional 2 unpaid weeks. b.

### 9.8.3. Entitlement - casual team members

Circumstance	Entitlement
Where a member of the team member's immediate family (as provided in subclause 1.5.6) or household dies or contracts or develops an illness or injury that poses a serious threat to their life.	2 unpaid shifts per occasion

#### **Documentation**

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

### **Payment**

9.8.5. Compassionate leave will be paid at the team member's base rate of pay for the hours normally rostered to work. The penalties outlined in clause 8.5.1, Appendix C and Appendix E do not apply.

## 9.9. Blood Donor Leave

#### **Entitlement**

- 9.9.1. For the purpose of donating blood, a permanent team member will be entitled to take:
  - a maximum of 2 hours on each occasion; and
  - a maximum of 4 separate absences each calendar year. b.
- 9.9.2. The absence must be:
  - on a day suitable to the Company; and a.
  - b. at a time as close as possible to the start or end of the team member's ordinary rostered hours.

#### **Notification**

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

#### **Documentation**

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

## **Payment**

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

## 9.10. Natural Disaster Leave

## Team members leaving work

- 9.10.1. 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:
  - 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
  - poses a genuine threat to a team member gaining access to their home (e.g. road closures). С.

## Team members unable to attend

- 9.10.2. 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:
  - the team member being able to work their rostered shift at an alternative surrounding store; and/or
  - alternative transport being available; and/or b.
  - c. any other reasonable alternative arrangements made by the Company.

### **Payment**

9.10.3. 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 outlined in clause 8.5.1, Appendix C and Appendix E do not apply. This leave does not accumulate from year to year.

### 9.11. Jury Service Leave

#### Entitlement

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

#### **Notification**

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

#### Rostering

9.11.3. 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 clause 8.2.

#### **Documentation**

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

### **Payment**

- 9.11.5. 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
- 9.11.6. 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 9.2.9.
- 9.11.7. Casual team members may be entitled to payment, in accordance with the relevant State or Territory legislation.

### 9.12. Emergency Services Leave

### **Entitlement**

- 9.12.1. 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.
- 9.12.2. 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.
- 9.12.3. 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 bushfires).

### **Notification**

9.12.4. Team members will provide the Company with notice as soon as practicable and keep Coles information about the time off needed.

### **Documentation**

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

#### **Payment**

- 9.12.6. Payment for permanent team members will be at their base rate of pay for the hours normally rostered to work. The penalties outlined in clause 8.5.1, Appendix C and Appendix E do not apply.
- 9.12.7. Casual team members can access unpaid emergency services leave.

### 9.13. Defence Service Leave

#### **Entitlement**

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

#### **Notification and documentation**

9.13.2. 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**

- 9.13.3. 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 for the hours normally rostered to work.
- 9.13.4. For other types of Defence service permanent team members are entitled to unpaid Defence service leave.
- 9.13.5. Casual team members are entitled to unpaid Defence service leave.

### 9.14. Domestic and Family Violence Leave

9.14.1. Coles 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. Coles will make every effort to provide such support and to treat such matters with confidentiality.

#### **Definition**

9.14.2. For the purposes of this clause, family and domestic violence is defined as any violent, threatening, or other abusive behaviour by a person against a member of the person's family or household (former or current).

#### **Entitlement**

- 9.14.3. A permanent team member experiencing family and domestic violence is entitled to up to 5 paid days per year paid at their base rate of pay for the hours normally rostered to work for the purposes of:
  - a. Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - b. Relocation or making other safety arrangements; or
  - Other activities associated with the experience of family and domestic violence.
- 9.14.4. Upon exhaustion of the leave entitlements in subclause 9.14.3, permanent team members will be entitled up to 5 days of unpaid family and domestic violence leave per year. Casual team members will be entitled up to 10 days of unpaid family and domestic violence leave per year.
- 9.14.5. This leave does not accumulate from year to year.

#### **Notification**

9.14.6. Team members are required to notify the Store Manager (or if the Store Manager is not present, the Manager on duty or equivalent) of such absence on the first day of absence if prior notice is not possible. Where not appropriate to notify the Store Manager in a particular circumstance, a team member should instead notify the Regional People and Culture Manager.

#### Documentation

9.14.7. 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.

### Confidentiality

9.14.8. All personal information concerning matters of family or domestic violence will be kept confidential and may only be divulged in exceptional circumstances and where it is imperative to maintain the safety of the team member and/or co-workers.

### APPENDIX A – CLASSIFICATIONS

The classification by the Company must be according to the skill level or levels required to be exercised by the team member in order to carry out the principal functions of the employment as determined by the Company.

#### A1. Level 1 – Meat Team Member

- A1.1. Meat Team Member includes team members previously appointed as Meat Packer/Cabinet Attendants.
- A1.2. Meat Team Member shall mean a team member who is engaged by the Company to perform any of the following tasks:
  - the wrapping, weighing, pricing, packaging, and packing uncooked meat whether manually or by means of a. machinery;
  - the provision of customer service (including but not limited to providing advice to customers on products and b. nutritional information);
  - who may also be employed in the replenishing of display or storage cabinets or work associated therewith; c.
  - general cleaning in accordance with normal position requirements; and d.
  - any other incidental tasks, including tasks and duties outside the Meat Department, within the skills, training and competence of the team member.

### A2. Level 2 – Skilled Non-tradesperson

- A2.1. Skilled Non-Tradesperson includes team members previously appointed as Meat Trades Assistant.
- A2.2. Skilled Non-Tradesperson shall mean a team member who is appointed into this position by the Company and has successfully completed a Certificate I and II Meat Retailing.
- A2.3. A Skilled Non-Tradesperson, in addition to the tasks and duties of a Level 1 Meat Team Member, Level 2 Skilled Non-Tradesperson may also perform any of the following tasks:
  - performing knife work;
  - trimming and cutting meat into portions; b.
  - preparing minced meat and minced meat products; С.
  - d. preparing and slicing meat cuts;
  - conducting tastings; e.
  - f. providing advice to customers on products, meal solutions, and nutritional information; and
  - any other incidental tasks, including tasks and duties outside of the Meat Department, within the skills, training and competence of the team member.

### A3. Level 3 – Butcher

- A3.1. Butcher shall mean 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 may be required to perform any tasks and duties within their skills, training and competence including, but not limited to,
  - engaging and interacting with customers;
  - b. food preparation, cooking, packing, wrapping and weighing food; and
  - providing advice to customers on products, meal solutions and nutritional information. С.
- A3.2. A Butcher's role is to perform tasks within the Meat Department but may on occasion be directed to work in Fresh Departments (meaning Deli, Seafood and Fresh Produce) provided that it does not interfere with the proper operation of the Meat Department. Work outside the Meat Department that is more than occasional, or it interferes with the proper operation of the Meat Department, requires agreement by the Butcher.

### A4. Level 4 – Meat Department Manager

A4.1. Meat Department Manager shall mean a Meat Department team member appointed by the Company to take accountability and responsibility for the general running and upkeep of the Meat Department. A Meat Department Manager performs a range of complex tasks which may include rostering, providing in-store training, the responsibility for the quality and service of the department, and the implementation of operating procedures and DILOs. A Meat Department Manager performs work beyond the skills of a butcher (in the case of a trade qualified Meat Department Manager) or other team members and may be required to perform any tasks and duties within their skills, training and competence.

### APPENDIX B - LOCATION ALLOWANCES

#### B.1 Allowance

B.1.1 A team member who works in one of the below listed locations will receive the following weekly allowances for the period that they continue in one of the listed locations:

Location	Allowance per week
Alice Springs	\$9.40
Boulder	\$10.20
Broome	\$39.85
Carnarvon	\$20.42
Coolgardie	\$10.20
Dampier	\$34.53
Darwin	\$16.60
Denham	\$20.42
Derby	\$41.57
Esperance	\$7.75
Goldsworthy	\$23.37
Kalgoorlie	\$10.20
Kambalda	\$10.20
Karratha	\$40.87
Kununurra	\$64.97
Newman	\$24.12
Norseman	\$20.94
Nullagine	\$61.26
Pannawonica	\$32.43
Paraburdoo	\$32.47
Port Hedland	\$34.33
Roebourne	\$33.06
Shark Bay	\$23.37
Shay Gap	\$23.37
Tom Price	\$32.11
Whim Creek	\$40.47
Wickham	\$39.56
Wiluna	\$25.78
Wyndham	\$61.43

### B.1.2 A team member who has:

- a dependant shall be paid double the allowance prescribed in B.1.1.
- a partial dependant shall be paid the allowance prescribed in B.1.1. plus the difference between the rate and b. the amount such partial dependant is receiving by way of a district or location allowance.

### APPENDIX C - SAVED PROVISIONS

### C.1 Queensland

- C.1.1 Team members who are employed immediately prior to this Agreement and, who were covered by the nominally expired Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011 and who meet the eligibility provisions are entitled to the saved provisions outlined in subclauses C.1.2 to C.1.4 inclusive.
- C.1.2 Voluntary work Coles Supermarkets Meat Departments
  - voluntary work for permanent team members engaged in the Meat Department prior to 1 November 1997 to be rostered outside the following times:

Monday to Friday: 5:00am - 9:00pm Saturday: 6:00am - 6:00pm

- b. a permanent team member, engaged immediately prior to 1 November 1997 cannot be required, but may elect to work on Sundays.
- work on Saturdays for full-time team members engaged immediately prior to 1 November 1997, and not c. working ordinary hours on a Saturday prior to 7 August 1995, shall continue to be voluntary.
- C.1.3 Voluntary work Bi-Lo Meat Departments:
  - it shall be voluntary for permanent team members engaged immediately prior to 1 November 1997, to be rostered to work outside the following times:

Monday to Friday: 6:00am - 9:00pm 6:00am - 6:00pm Saturday:

work on Saturdays for full-time team members engaged immediately prior to 1 November 1997, and not b. regularly working ordinary hours on a Saturday prior to 7 August 1995 shall continue to be voluntary.

#### C.1.4 Saved Penalties

- Permanent team members employed in the Meat Department prior to 1 November 1997 will receive 125% a. Saturday penalty between 7:00am and 11:00pm. This saved penalty will apply instead of the Saturday penalty outlined in Appendix E for the equivalent time.
- Casual team members employed in the Meat Department prior to 1 November 1997 will receive 150% (including casual loading) Saturday penalty between 7:00am and 11:00pm. This saved penalty will apply instead of the Saturday penalty outlined in Appendix E for the equivalent time.
- Permanent team members employed in the Meat Department prior to 1 November 1997 will receive 125% Monday to Friday evening penalty between 6:00pm and 11:00pm. This saved penalty will apply instead of the Monday to Friday evening penalty outlined in Appendix E for the equivalent time.
- Casual team members employed in the Meat Department prior to 1 November 1997 will receive 150% (including casual loading) Monday to Friday evening penalty between 6:00pm and 11:00pm. This saved penalty will apply instead of the Monday to Friday evening penalty outlined in Appendix E for the equivalent time.

#### C.2Victoria

C.2.1 Team members who are employed immediately prior to this Agreement and, who were covered by the nominally expired Coles Supermarkets Australia Pty Ltd & AMIEU Victorian Meat Agreement 2011 and who meet the eligibility provisions are entitled to the saved provisions outlined in subclauses C.2.2 to C.2.3 inclusive.

#### C.2.2 Voluntary work

Full-time team members employed in the Meat Department immediately prior to the operative date of this Agreement will by agreement be rostered on a regular and predetermined basis with ordinary hours between 7:00am to 11:00pm on Saturday and 9:00am to 11:00pm on Sundays.

### C.2.3 Preserved Saturday rate of pay

Full-time team members employed in the Meat Department immediately prior to the operative date of this Agreement will receive a preserved hourly rate of pay for ordinary hours worked on Saturdays between 7:00am to 11:00pm. Such hourly rate of pay is outlined in Appendix E Wage Rates. To avoid doubt, where overtime is worked on a Saturday, the team member's base rate of pay will be used for the overtime calculation not the Saturday preserved rate of pay.

### C.3 New South Wales

- C.3.1 Team members who are employed immediately prior to this Agreement and, who were covered by the nominally expired Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd & AMIEU NSW/ACT Agreement 2012 and who meet the eligibility provisions are entitled to the saved provisions outlined in subclauses C.3.2 to C.3.4 inclusive.
- C.3.2 Voluntary work Coles Supermarkets Meat Departments:
  - all ordinary hours worked on a Saturday shall be voluntary for permanent team members employed prior to 6 December 1988.
  - all ordinary hours worked on a Sunday and additional late nights shall be voluntary for permanent team b. members employed prior to 6 December 1991.

#### C.3.3 Saved Penalties

- permanent team members employed prior to 6 February 2000 will retain the penalty of 125% for all ordinary hours worked on a Saturday between 7:00am and 11:00pm.
- casual team members employed prior to 6 February 2000 will retain the penalty of 150% (including casual h. loading) for all ordinary hours worked on a Saturday between 7:00am and 11:00pm.

### C.3.4 Preserved classification

- The classification of Advanced Meat Tradesperson shall be preserved for any team member on this classification immediately prior to the operative date of the Agreement. Advanced Meat Tradesperson is a trade team member who has advanced skills and knowledge gained by the completion of a relevant posttrade or advanced trade certificate. Where a team member would like to commence the relevant training to gain this qualification, the agreement of the Company is required.
- b. The preserved base rate of pay for full-time or part-time Advanced Meat Tradesperson is:

	Penalty	Advanced Meat Tradesperson
Monday to Friday		
7:00am – 6:00pm	100%	\$27.87
6:00pm – 11:00pm	120%	\$33.45
Saturday		
7:00am – 11:00pm	120%	\$33.45
Sunday		
9:00am – 11:00pm	157.5%	\$43.90
Public Holiday		
All day	225%	\$62.72

### C.3.5 Non-flexible rosters

Team members who were working non-flexible rosters as at 8 June 2000 will remain on non-flexible rosters unless otherwise agreed by the team member.

## C.4 Tasmania

C.4.1 Team members who are employed immediately prior to this Agreement and, who were covered by the nominally expired Coles Supermarkets and AMIEU Tasmania Meat Agreement 2011 and who meet the eligibility provisions are entitled to the saved provisions outlined in subclauses C.4.2.

### C.4.2 Sick leave

- Full-time team members employed prior to 1 August 1997 will be entitled to on a once off occasion cash out their personal/carer's leave (formerly known as sick leave) within the first 3 months of the operative date of this Agreement. Such once off cash out must:
  - be to a maximum value of \$5,000 gross; and
  - must retain a minimum of 15 days personal/carer's leave (formerly known as sick leave) after the cash out has occurred; and
  - iii. the balance of the cash out will reduce the equivalent amount of team member's personal/carer's leave balance.
- To avoid doubt, following this one off cash out full-time team members employed prior to 1 August 1997 will b. not have the option to cash out personal/carer's leave (formerly known as sick leave). Personal/Carer's leave will also not be cashed out either during employment or on termination of employment.

### C.5 South Australia

C.5.1 Team members who are employed immediately prior to this Agreement and, who were covered by the nominally expired Coles Supermarkets South Australia Meat Agreement 2012 and who meet the eligibility provisions are entitled to the saved provisions outlined in subclauses C.5.2.

#### C.5.2 Saved penalty

- Permanent team members employed by the Company in the Meat Department prior to 2 December 1996 will receive 125% Saturday penalty between 7:00am and 11:00pm. This saved penalty will apply instead of the Saturday penalty outlined in Appendix E for the equivalent time.
- Casual team members employed by the Company in the Meat Department prior to 2 December 1996 will receive 150% (including casual loading) Saturday penalty between 7:00am and 11:00pm. This saved penalty will apply instead of the Saturday penalty outlined in Appendix E for the equivalent time.

To avoid doubt, this saved penalty does not apply to Bi-Lo team members.

### C.6 Second In Charge Classification

A team member classified as a Second In Charge (2IC) as at 31 March 2019 in line with a Previous State Meat Agreement and who is still employed as at operative date of the Agreement will be paid a once off payment of up to \$750.00 (gross), where they are re-classified. As at the operative date of this Agreement, the team members classified as a Second in Charge (2IC) will be appointed to a classification as per Appendix A Classifications depending on their skills, experience and competency.

### C.7 In Charge allowance

A team member who received an in charge allowance in line with a Previous State Meat Agreement consistently from the 4 week period of 24 October 2018 to 14 November 2018 inclusive, and consistently from the 4 week period 6 February 2019 to 27 February 2019 inclusive will as an eligible team member, be paid a once off payment of up to a \$750.00 (gross). For the avoidance of doubt, to be eligible a team member must have received the in charge allowance consistently each week for the entire 8 week period.

### APPENDIX D - SUPPORTED WAGE

### D.1 Team members employed under supported wage

This appendix defines the conditions which will apply to team members who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

### In this appendix:

- a. approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system;
- assessment instrument means the tool provided for under the supported wage system that records the b. assessment of the productive capacity of the person to be employed under the supported wage system;
- disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme;
- relevant minimum wage means the minimum wage prescribed in this award for the class of work for which d. a team member is engaged;
- supported wage system (SWS) means the Commonwealth Government system to promote employment for e. people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au;
- f. SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the team member's productive capacity and agreed wage rate.

### D.2 Eligibility criteria

- D2.1 Team members covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the team member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D2.2 This appendix does not apply to any existing team member who has a claim against the Company which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of team members who are injured in the course of their employment.

## D.3 Supported wage rates

D3.1 Team members to whom this appendix applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (see clause D4)	Relevant base rate of pay (as percentage of classifications in clause Appendix E Wage Rates)
10	12
20	22
30	31.5
40	41.5
50	51
60	61
70	71
80	80.5
90	90

- D3.2 Provided that the minimum amount payable must be not less than \$96.50 per week.
- D3.3 Where a team member's assessed capacity is 10%, they must receive a high degree of assistance and support.

### D4. Assessment of capacity

- D4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the team member will be assessed in accordance with the SWS by an approved assessor, having consulted with the Company and the team member and, if the team member so desires, a Union which the team member is eligible to join.
- D4.2 All assessments made under this appendix must be documented in an SWS wage assessment agreement and retained by the Company as a time and wages record in accordance with the Act.

### D5. Lodgement of SWS wage assessment agreement

- D5.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the team member, must be lodged by the Company with the FWC.
- D5.2 All SWS wage assessment agreements must be agreed and signed by the team member and the Company parties to the assessment. Where a Union which has an interest in the appendix is not a party to the assessment, the assessment will be referred by the FWC to the Union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

### D6. Review of assessment

D6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

### D7. Other terms and conditions of employment

D7.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Team members covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

### D8. Workplace adjustment

D8.1 The Company wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the team member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

### D9. Trial period

- D9.1 In order for an adequate assessment of the team member's capacity to be made, the Company may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D9.3 The minimum amount payable to the team member during the trial period must be no less than \$96.50 per week. Work trials should include induction or training as appropriate to the job being trialled.
- D9.4 Where the Company and the team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D4.

## **APPENDIX E: WAGE RATES**

## E1. Wages Rates

Team members employed under this Agreement will be paid the applicable hourly rate of pay from the commencement of the Agreement, as outlined in the tables below for the applicable State or Territory.

## Full-time and Part-time team members in the state of New South Wales and Australian Capital Territory:

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 - Butcher	Level 4 – Meat Department Manager
		Monday	to Friday		
7:00am – 6:00pm	100%	\$24.17	\$25.66	\$27.89	\$29.41
6:00pm – 11:00pm	120%	\$29.00	\$30.79	\$33.47	\$35.29
Saturday					
7:00am – 11:00pm	120%	\$29.00	\$30.79	\$33.47	\$35.29
Sunday					
9:00am – 11:00pm	157.5%	\$38.07	\$40.41	\$43.93	\$46.32
Public Holiday					
All day	225%	\$54.38	\$57.73	\$62.76	\$66.18

### Casual team members in the state of New South Wales and Australian Capital Territory (including casual loading):

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 - Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$30.21	\$32.07	\$34.87	\$36.76
6:00pm – 11:00pm	135%	\$32.63	\$34.64	\$37.66	\$39.71
Saturday					
7:00am – 11:00pm	140%	\$33.84	\$35.92	\$39.05	\$41.18
Sunday					
9:00am – 11:00pm	175%	\$42.30	\$44.90	\$48.81	\$51.47
Public Holiday					
All day	250%	\$60.42	\$64.14	\$69.73	\$73.53

## Full-time and Part-time team members in the state of South Australia:

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	100%	\$23.55	\$25.56	\$27.68	\$29.28
6:00pm – 9:00pm	120%	\$28.26	\$30.68	\$33.22	\$35.13
9:00pm – 11:00pm	137.5%	\$32.38	\$35.15	\$38.07	\$40.25
Saturday					
7:00am – 6:00pm	120%	\$28.26	\$30.68	\$33.22	\$35.13
6:00pm – 11:00pm	137.5%	\$32.38	\$35.15	\$38.07	\$40.25
Sunday					
9:00am – 11:00pm	175%	\$41.21	\$44.73	\$48.45	\$51.23
Public Holiday					
All day	225%	\$52.99	\$57.52	\$62.29	\$65.87

## Casual team members in the state of South Australia (including casual loading):

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 - Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$29.44	\$31.95	\$34.60	\$36.60
6:00pm – 11:00pm	130%	\$30.61	\$33.23	\$35.99	\$38.06
Saturday					
7:00am – 11:00pm	140%	\$32.97	\$35.79	\$38.76	\$40.99
Sunday					
9:00am – 11:00pm	175%	\$41.21	\$44.73	\$48.45	\$51.23
Public Holiday					
All day	250%	\$58.87	\$63.91	\$69.21	\$73.19

### Full-time and Part-time team members in the state of Victoria:

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 - Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	100%	\$23.67	\$25.56	\$27.79	\$29.18
6:00pm – 10:00pm	120%	\$28.41	\$30.68	\$33.35	\$35.02
10:00pm – 11:00pm	137.5%	\$32.55	\$35.15	\$38.21	\$40.12
Saturday (full-time tean	n members)				
7:00am – 11:00pm	Preserved rate	\$39.27	\$42.40	\$46.10	\$48.41
Saturday (part-time tea	m members)				
7:00am – 11:00pm	125%	\$29.59	\$31.95	\$34.74	\$36.48
Sunday					
9:00am – 11:00pm	175%	\$41.43	\$44.73	\$48.63	\$51.07
Public Holiday					
All day	225%	\$53.27	\$57.52	\$62.52	\$65.66

### Casual team members in the state of Victoria (including casual loading):

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 - Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$29.59	\$31.95	\$34.74	\$36.48
6:00pm – 10:00pm	130%	\$30.78	\$33.23	\$36.13	\$37.94
10:00pm – 11:00pm	137.5%	\$32.55	\$35.15	\$38.21	\$40.12
Saturday					
7:00am – 11:00pm	140%	\$33.14	\$35.79	\$38.90	\$40.85
Sunday					
9:00am – 11:00pm	175%	\$41.43	\$44.73	\$48.63	\$51.07
Public Holiday					
All day	250%	\$59.19	\$63.91	\$69.47	\$72.95

### Full-time and Part-time team members in the state of Western Australia:

	Penalty	Level 1 – Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	100%	\$23.98	\$25.63	\$27.86	\$29.38
6:00pm – 10:00pm	120%	\$28.78	\$30.76	\$33.43	\$35.26
10:00pm – 11:00pm	137.5%	\$32.97	\$35.24	\$38.31	\$40.40
Saturday					
7:00am – 6:00pm	125%	\$29.97	\$32.04	\$34.82	\$36.73
6:00pm – 11:00pm	137.5%	\$32.97	\$35.24	\$38.31	\$40.40
Sunday					
9:00am – 11:00pm	175%	\$41.96	\$44.86	\$48.75	\$51.42
Public Holiday					
All day	225%	\$53.95	\$57.67	\$62.68	\$66.11

## Casual team members in the state of Western Australia (including casual loading):

	Penalty	Level 1 – Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$29.97	\$32.04	\$34.82	\$36.73
6:00pm – 10:00pm	130%	\$31.17	\$33.32	\$36.22	\$38.20
10:00pm - 11:00pm	140%	\$33.57	\$35.89	\$39.00	\$41.13
Saturday					
7:00am – 11:00pm	140%	\$33.57	\$35.89	\$39.00	\$41.13
Sunday					
9:00am – 11:00pm	175%	\$41.96	\$44.86	\$48.75	\$51.42
Public Holiday					
All day	250%	\$59.95	\$64.08	\$69.65	\$73.45

### Full-time and Part-time team members in the state of Tasmania:

	Penalty	Level 1 – Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	100%	\$23.42	\$25.43	\$27.64	\$29.14
6:00pm – 10:00pm	120%	\$28.10	\$30.52	\$33.17	\$34.96
10:00pm – 11:00pm	137.5%	\$32.20	\$34.97	\$38.01	\$40.06
Saturday					
7:00am – 11:00pm	120%	\$28.10	\$30.52	\$33.17	\$34.96
Sunday					
9:00am – 11:00pm	165%	\$38.64	\$41.96	\$45.61	\$48.07
Public Holiday					
All day	225%	\$52.69	\$57.22	\$62.20	\$65.56

## Casual team members in the state of Tasmania (including casual loading):

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$29.27	\$31.79	\$34.55	\$36.42
6:00pm – 10:00pm	130%	\$30.44	\$33.06	\$35.94	\$37.88
10:00pm – 11:00pm	140%	\$32.79	\$35.61	\$38.70	\$40.79
Saturday					
7:00am – 11:00pm	140%	\$32.79	\$35.61	\$38.70	\$40.79
Sunday					
9:00am – 11:00pm	175%	\$40.98	\$44.51	\$48.38	\$50.99
Public Holiday					
All day	250%	\$58.55	\$63.58	\$69.11	\$72.84

## Full-time and Part-time team members in the state of Queensland:

	Penalty	Level 1 – Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	100%	\$23.59	\$25.57	\$27.79	\$29.19
6:00pm – 11:00pm	120%	\$28.31	\$30.68	\$33.35	\$35.02
Saturday					
7:00am – 10:00pm	120%	\$28.31	\$30.68	\$33.35	\$35.02
10:00pm – 11:00pm	125%	\$29.49	\$31.96	\$34.74	\$36.48
Sunday					
9:00am – 11:00pm	165%	\$38.92	\$42.19	\$45.86	\$48.16
Public Holiday					
All day	225%	\$53.08	\$57.53	\$62.54	\$65.67

## Casual team members in the state of Queensland (including casual loading):

	Penalty	Level 1 – Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$29.49	\$31.96	\$34.74	\$36.48
6:00pm – 11:00pm	130%	\$30.67	\$33.24	\$36.13	\$37.94
Saturday					
7:00am – 11:00pm	140%	\$33.03	\$35.79	\$38.91	\$40.86
Sunday					
9:00am – 11:00pm	175%	\$41.28	\$44.74	\$48.64	\$51.08
Public Holiday					
All day	250%	\$58.98	\$63.92	\$69.48	\$72.97

## Full-time and Part-time team members in the state of Northern Territory:

	Penalty	Level 1 - Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 - Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	100%	\$23.42	\$25.59	\$27.82	\$29.15
6:00pm – 11:00pm	120%	\$28.10	\$30.71	\$33.38	\$34.98
Saturday					
7:00am – 10:00pm	120%	\$28.10	\$30.71	\$33.38	\$34.98
10:00pm – 11:00pm	125%	\$29.28	\$31.99	\$34.78	\$36.44
Sunday					
9:00am – 11:00pm	165%	\$38.64	\$42.22	\$45.90	\$48.10
Public Holiday					
All day	225%	\$52.70	\$57.58	\$62.60	\$65.59

## Casual team members in the state of Northern Territory (including casual loading):

	Penalty	Level 1 – Meat Team Member	Level 2 – Skilled Non-Tradesperson	Level 3 – Butcher	Level 4 – Meat Department Manager
Monday to Friday					
7:00am – 6:00pm	125%	\$29.28	\$31.99	\$34.78	\$36.44
6:00pm – 11:00pm	130%	\$30.45	\$33.27	\$36.17	\$37.90
Saturday					
7:00am – 11:00pm	140%	\$32.79	\$35.83	\$38.95	\$40.81
Sunday					
9:00am – 11:00pm	175%	\$40.99	\$44.78	\$48.69	\$51.01
Public Holiday					
All day	250%	\$58.55	\$63.98	\$69.55	\$72.88

### APPENDIX F: PARENTAL LEAVE AND OTHER RELATED ENTITLEMENTS

### F.1 Parental leave

#### **Entitlement**

- F.1.2 A team member may take parental leave for:
  - the birth of a child; or a.
  - 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

F.1.3 If each parent is taking parental leave at separate times the combined leave cannot exceed the maximum entitlement in subclause F1.2. The combined leave must be taken in a single continuous period.

### Parents in an Employee Couple taking leave at the same time

F.1.4 Parents who are part of an Employee Couple 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

Regardless of the team member's length of continuous service, the team member may take 2 days unpaid preadoption 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

F.1.6 At least 10 weeks before the expected birth of a Child or placement of a Child, a team member must provide the following, where relevant, when taking parental leave:

A medical certificate from a duly qualified medical practitioner	<ul> <li>Stating:</li> <li>the team member is pregnant; or</li> <li>name of the team member's spouse and that she is pregnant; and</li> <li>that another person is pregnant with a Child on behalf of the team member or the team member's spouse; and</li> <li>expected date of birth.</li> </ul>
Written notice	<ul> <li>Stating:</li> <li>the period of parental leave;</li> <li>the expected date of birth or adoption;</li> <li>any period of parental leave requested or taken by the team member's spouse where in an Employee Couple (including Concurrent Leave); and</li> <li>who will be the primary care giver and for what period of time.</li> </ul>

- F.1.7 Team members who are taking leave at the same time (concurrent leave) under subclause F1.4. 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.
- F.1.8 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.
- F.1.9 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) the team member can still take leave but must give notice and evidence as soon as practicable.

### Special maternity leave

- F.1.10 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 pregnancy-related illness; or a.
  - her pregnancy ending within 28 weeks of the expected date of birth, other than by the birth of a living child.
- F.1.11 If a team member has not started maternity leave and she suffers a pregnancy-related illness, she may take paid personal leave before taking unpaid special maternity leave.
- F.1.12 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.
- F.1.13 Special maternity leave, or paid personal leave taken as special maternity leave, does not reduce the team member's total unpaid parental leave entitlement.
- F.1.14 As soon as possible, the team member will notify the Company:
  - that she is taking special maternity leave; and
  - the estimated duration. h
- F.1.15 A medical certificate may be requested by the Company.

### Work in the 6 weeks before the birth

- F.1.16 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.
- F.1.17 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:
  - pregnancy-related illness or risks; or
  - hazards connected with the position.
- F.1.18 If a team member is on paid no safe job leave under subclauses F.1.20 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.
- F.1.19 The Company may require a team member to start unpaid parental leave as soon as practicable if:
  - she does not provide the medical certificate within 7 days of the request; or
  - the medical certificate states she is not fit for work. b.

### A safe job

- F.1.20 If a pregnant team member provides a medical certificate stating:
  - she is fit for work; and a.
  - it is inadvisable for her to continue in her current position during a stated period because of pregnancyrelated 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.
- F.1.21 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.
- F.1.22 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.
- F.1.23 Payment for no safe job leave 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. The penalties in clause 8.5.1, Appendix C and Appendix E do not apply.
- F.1.24 No safe job leave will end when the following occurs (whichever is first):
  - if the period of leave connected with the birth of a child starts; or
  - at the end of the pregnancy; or b.
  - c if the team member provides a medical certificate stating she is not fit for work.

#### When parental leave starts

- F.1.25 If the pregnant team member takes unpaid parental leave, it has to start:
  - а on the birth of the child; or
  - up to 6 weeks before the expected birth (or earlier by agreement). h.
- F.1.26 If the team member is not pregnant and is:
  - 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.

- F.1.27 When parents take leave at the same time (concurrent leave) it can start:
  - on the birth or placement of the child; or
  - b. earlier than this date by agreement; or
  - later than this date but within 12 months of the birth or placement of the child.
- F.1.28 The spouse can start unpaid parental leave within 12 months after the birth or placement of the child if:
  - 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

- F.1.29 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.
- F.1.30 Personal/carer's leave and compassionate leave is not available during unpaid parental leave.

### Casual work during unpaid parental leave

- F.1.31 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:
  - receiving a government paid parental leave payment; or
  - intend to receive a government paid parental leave payment during the period of parental leave and has not received the final payment as yet.
- F.1.32 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.

- F.1.33 Eligible team members will not accrue any leave except for long service leave when working casually during unpaid parental leave.
- F.1.34 Work will not extend the period of parental leave beyond the original period of leave approved.
- F.1.35 Any work performed will be paid at the casual rate as provided in Appendix E.

#### Consultation with team members on unpaid parental leave

F.1.36 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. Where relevant this subclause should be read in conjunction with the general consultation clauses set out in 3.1 and 4.3.2.

#### **Extending parental leave**

- F.1.37 Where a team member who has 12 months continuous service has originally applied for:
  - 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
  - 52 weeks leave, if eligible, the team member may extend their leave up to a total of 104 weeks.
- F.1.38 Where a team member extends their leave they must provide 4 weeks' written notice before the original leave ends, including:
  - the team member's original leave and the new end date; and a.
  - any amount of unpaid parental leave their spouse has taken or will take.

The Company must respond in writing within 21 days.

#### Shortening parental leave

F.1.39 A team member may shorten their leave by agreement with Coles by giving 4 weeks' written notice (or less by agreement).

### Return to work after cancellation of unpaid parental or adoption leave

- F.1.40 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.
- F.1.41 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

- F.1.42 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.
- F.1.43 A team member will be entitled to their pre-parental leave position unless it no longer exists in which case clause 4.3 will apply.
- F.1.44 A casual team member will be re-engaged as a casual team member when returning to work.

### Pre-parental leave position

- F.1.45 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 nearly comparable in status and pay to the Pre-parental leave position.
- F.1.46 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
  - at the end of any following periods of part-time work if there is more than one period.

### **Temporary Part-time Work Agreement**

- F.1.47 The following team members may work part-time for one or more periods:
  - 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.
- F.1.48 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.
- F.1.49 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 for in the NES.
- F.1.50 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:
  - that the team member may work part-time;
  - the period of part-time employment; h.
  - the team member's classification for this period; and c.
  - d. the team member's roster.
- F.1.51 The terms of the Part-time Work Agreement may be varied:
  - a. by agreement; or
  - in accordance with the rostering principles as provided in clauses 8.2 and 8.3.
- F.1.52 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.

### F.2 Pre-Natal Leave

### **Entitlement**

- F.2.1 A permanent team member who is pregnant may access personal leave or carer's leave to attend medical appointments associated with their pregnancy.
- F.2.2 A permanent team member whose partner is pregnant may access carer's leave to attend medical appointments with their partner.
- F.2.3 Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.

### **Notification**

F.2.4 The team member will provide the Company with reasonable notice of their requirement to take pre natal leave.

### **Documentation**

F.2.5 Team members may be required to provide the Company with proof of attendance in accordance with the relevant leave type being accessed (i.e. personal leave or carer's leave).

#### **Payment**

- F.2.6 The actual time taken to attend each appointment will be deducted from the team member's accrued personal leave or carer's leave entitlement.
- F.2.7 Pre natal leave will be paid at the team member's base rate of pay for the hours normally rostered to work. The penalties outlined in clause 8.5.1, Appendix C and Appendix E do not apply.

### APPENDIX G - APPRENTICES

- G.1.1 Apprenticeships under this Agreement are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience and any additional requirements set out in this award.
- G.1.2 The nominal period of the apprenticeship is up to four years; however, this period may be varied as follows:
  - a. to make up for lost time as set out herein; and/or
  - b. with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
  - it may be extended by up to six months in Stage 3 and 12 months in Stage 4 in the apprenticeship where c. require to complete the competencies.
- G.1.3 An apprenticeship may be cancelled or suspended in accordance with the requirements of the training agreement and the requirements of State legislation and the apprenticeship authority.
- G.1.4 The probationary period of an apprentice is set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but must not exceed three months.
- G.1.5 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked.
- G.1.6 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages for any training and assessment specified in, or associated with, the training contract.
- G.1.7 Payment of Travel Costs, Fees and Text Books
  - Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the Company must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training organisation (RTO) and the use of the more distant RTO is not agreed between the Company and the apprentice.
  - For the purposes of this clause, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling or expenses incurred while not travelling to and from block release training.
  - The amount payable by Coles may be reduced by an amount the apprentice is eligible to receive for travel c. costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or the Company has advised them in writing of the availability of such assistance.
  - d. All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the Company's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Company within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
  - The Company may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

#### G.1.8 Apprentices (including school based) will be paid at the following rates:

Competency level	Rate	
Stage 1	65% of Level 3 Team member rate	
Stage 2	75% of Level 3 team member rate	
Stage 3	85% of Level 3 team member rate	
Stage 4	95% of Level 3 team member rate	
When Trade Qualified	100%	

#### a. Stages of entry exit and progression requirements:

Competency level	Rate
Stage 1	Entry: Nil entry requirements Exit: No exit point for Stage 1
Stage 2	Entry: An apprentice enters Stage 2 on attainment of 25% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan  Exit: No exit point for Stage 2
Stage 3	Entry: An apprentice enters stage 3 on attainment of 50% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan  Exit: No exit point for Stage 3
Stage 4	Entry: An apprentice enters Stage 4 on attainment of 75% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan  Exit: Upon attainment of 100% of the total competency points of the relevant AQF Certificate III specified in the training plan

G.1.9 Adult apprentice (21 years or older) will be paid as a Stage 3 apprentice for the duration of the apprenticeship until the achievement of AQF Certificate III. Meat team members who elect to do an Adult Butcher apprenticeship shall remain on the Meat team member rate until the apprentice rate exceed that rate.

# SIGNATORIES TO COLES SUPERMARKETS MEAT ENTERPRISE AGREEMENT 2018

Signed for and on behalf of Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708):
Signature: Print Full Name: CHRIS NICKUN Address: 800 TOORAK RD HAWTHORN EAST VIC 302 Authority to sign: HEAO OF MEAT OPERATIONS
Witnessed by: Signature: Strotte Print Full Name: Shereen Liotta Address: 800 Toorak Road, Hawthorn EAST VIC 3123 Date: 1/1/19
Signed for and on behalf of The Australasian Meat Industry Employee Union in their capacity as an Employee Bargaining Representative:
Signature: Print Full Name: Address: Authority to sign: Date:
Witnessed by: Signature: Print Full Name: Address: Date:
Signed for and on behalf of The Shop, Distributive and Allied Employees' Association in their
capacity as an Employee Bargaining Representative:
Signature: Print Full Name: Address: Authority to sign: Date:
Witnessed by: Signature: Print Full Name: Address: Date:

# SIGNATORIES TO COLES SUPERMARKETS MEAT ENTERPRISE AGREEMENT 2018

Signed for and on behalf of Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708):
Signature: Print Full Name: Address: Authority to sign: Date:
Witnessed by: Signature: Print Full Name: Address: Date:
Signed for and on behalf of The Australasian Meat Industry Employee Union in their capacity as an Employee Bargaining Representative:
Signature: Print Full Name: Address: Authority to sign: Date:  Signature:  CRAHAM SMITH  SMITH  SEACH ROAD TORRENSVILLE SA 5031  FEDERAL SECRETARY ON BEHALF OF AMIEU  #/7/2019
Witnessed by: Signature: Print Full Name: KRISTEN ROGERS Address: CARE OF 227 HENCEN BEACH RD, TORRENSVILLE Date:  5.A. 5031 04.07.2019
Signed for and on behalf of The Shop, Distributive and Allied Employees' Association in their capacity as an Employee Bargaining Representative:
Signature: Print Full Name: Address: Authority to sign: Date:
Witnessed by: Signature: Print Full Name: Address: Date:

# SIGNATORIES TO COLES SUPERMARKETS MEAT ENTERPRISE AGREEMENT 2018

Signed for and on behalf of Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708):
Signature: Print Full Name: Address: Authority to sign: Date:
Witnessed by: Signature: Print Full Name: Address: Date:
Signed for and on behalf of The Australasian Meat Industry Employee Union in their capacity as an Employee Bargaining Representative:
Signature: Print Full Name: Address: Authority to sign: Date:
Witnessed by: Signature: Print Full Name: Address: Date:
Signed for and on behalf of The Shop, Distributive and Allied Employees' Association in their capacity as an Employee Bargaining Representative:
Signature: Maleye  Print Full Name: GERARD ANDREW DWYER  Address: L6 53 Queen Street Malbourne 3000  Authority to sign: NATIONAL SECRETARY—TREASURER  Date: 4 July 2019.
Witnessed by: Signature: Macken Print Full Name: A. J. Macken Address: Level 11, 53 Queon ST., Melhourne.  Date: 4 Jul 2019-

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/2324

**Applicant:** Coles Supermarkets Australia Pty Ltd (Coles)

### Undertaking in accordance with Section 190 of the Fair Work Act 2009 (Cth)

- I, Robert Rondinelli, Head of Employee Relations & Compliance for Coles, give the following undertaking with respect to the Coles Supermarkets Meat Enterprise Agreement 2018 (Agreement):
- 1. I have the authority given to me by Coles to provide this undertaking in relation to the application before the Fair Work Commission (FWC).
- 2. <u>Application of shift work</u>: in line with the Agreement, Coles will not engage any team members as shiftworkers within the meaning of the *General Retail Industry Award 2010* (**Award**). Specifically, in the event that any team members who are covered by the Agreement are engaged to work on hours which may meet the definition of shiftworker under the Award, team members will be paid in accordance with the terms and conditions of the Agreement.
- 3. This undertaking is provided on the basis of an issue raised by the FWC in relation to the Agreement approval application currently before the FWC.

Cherkland

Signed on behalf of:

Coles Supermarkets Australia Pty Ltd