

# coles Retail Enterprise Agreement 2024



## Coles Retail Enterprise Agreement 2024

coles

coles  
*liquor*

Australia's local  
drinks specialist

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## PART 1 — WHAT IS THIS AGREEMENT ABOUT?

### 1.1 When does this Agreement operate?

This is the *Coles Retail Enterprise Agreement 2024* ("**Agreement**"). It commences operation from the later of 7 October 2024 or 7 days after the Agreement is approved by the Fair Work Commission ("**FWC**") and has a nominal expiry date of 4 years after the date of the FWC's approval of this Agreement.

### 1.2 Who is covered by this Agreement?

1.2.1 This Agreement covers and applies to:

- (a) Coles Supermarkets Australia Pty Ltd ("**Coles Supermarkets**") and Liquorland (Australia) Pty Ltd ("**Coles Liquor**") ["**We**" or "**Us**" or "**Coles**"];
  - (b) wages-paid team members:
    - (i) employed by Coles Supermarkets or Coles Liquor; and
    - (ii) who perform work in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores; and
    - (iii) are employed under the classifications described in **clause 2.1.3** and **Appendix A2** of this Agreement.

1.2.2 We do not intend to employ team members in multiple positions under separate employment contracts, however if you are employed by Us in multiple different positions under separate employment contracts, this Agreement will cover and apply to each of those positions or jobs separately. Each position will stand alone for the purpose of ascertaining entitlements under this Agreement. For example:

- (a) the maximum ordinary hours provisions at **clause 4.3** will apply to the hours worked in each employment separately, rather than cumulatively;
- (b) the minimum break between shifts provisions at **clause 4.3** and Voluntary Additional Shift provisions at **clause 4.3.3** will only apply to shifts worked within the same employment; and
- (c) leave will accrue in relation to each employment separately.

1.2.3 This Agreement does not cover or apply to salaried team members, or any team members (including clerical or administrative team members) principally based at a Store Support Centre.

1.2.4 The Agreement will also cover the Shop, Distributive and Allied Employees' Association ("**SDA**") and the Australian Workers' Union (Queensland Branch) ("**AWU**").

### 1.3 How to read this Agreement & how it interacts with other instruments

1.3.1 This Agreement contains terms and conditions which apply to wages-paid team members employed by Coles Supermarkets and Coles Liquor. It also contains terms and conditions which apply **only** to Coles Supermarkets team members in **Appendix A3**, and terms and conditions which apply **only** to Coles Liquor team members in **Appendix A4**.

1.3.2 This Agreement replaces all previous enterprise agreements which covered wages-paid team members in Coles Supermarkets Retail Operations and Coles Liquor Retail Stores.

1.3.3 If this Agreement refers to written agreement, this agreement can be provided electronically.

1.3.4 No team member covered by this Agreement will be disadvantaged against the terms of the National Employment Standards ("**NES**").

1.3.5 You can find a copy of this Agreement and the NES on MyColes, or you can request a copy from your manager.

## PART 2 – HOW CAN I BE EMPLOYED?

### 2.1 Classifications

- 2.1.1 We will classify all team members covered by this Agreement according to the structure set out in **clause 2.1.3** and **Appendix A2**. Your classification will be according to the skill level(s) required to be exercised by you to carry out the principal functions of your employment as determined by Coles Supermarkets or Coles Liquor.
- 2.1.2 We will let you know your classification and if there are any changes to your classification in writing.
- 2.1.3 The classification levels and typical job titles are (see **Appendix A2** for more detail on classifications):

Classification level	Typical job titles included in classification – Coles Supermarkets	Typical job titles included in classification – Coles Liquor
<b>Level 1 team member</b>	Store team member, store cleaner, personal shopper	Sales Assistant
<b>Level 2 team member</b>	Store team member (ride on trolley collector), Coles Services vehicle operators	
<b>Level 3 team member</b>	Skilled non-tradesperson, second in charge (non-trades), customer service agent	Senior Sales Assistant
<b>Level 4 team member</b>	Baker, administration assistant, service supervisor (supervising up to 15 team members)	
<b>Level 5 team member</b>	Service supervisor (supervising over 15 team members), second in charge (trades)	
<b>Level 6 team member</b>	Office in charge, department manager/team leader (trades), department manager/team leader (non-trades), duty manager	

#### 2.1.4 Higher Duties

- (a) If you are engaged on duties higher than your normal classification for 2 hours or less during a shift, you will be paid the higher Base Rate of Pay for those hours worked only.
- (b) If you are engaged on duties higher than your normal classification for more than 2 hours during a shift, you will be paid the higher Base Rate of Pay for the entirety of that shift.

### 2.2 What Types of Employment are there?

2.2.1 The main types of employment with Us are:

- (a) full-time; (b) part-time; and (c) casual.

In some limited circumstances, We may also engage team members on a fixed (maximum) term basis.

#### 2.2.2 Full-Time

You are a full-time team member if you are engaged to work an average of 38 hours per week over a cycle of up to 4 weeks.

#### 2.2.3 Part-Time

- (a) If you are engaged as a part-time team member, you will:
- (i) have reasonably predictable hours of work;
  - (ii) work fewer than 38 hours per week; and
  - (iii) until 24 March 2025 (or after this date if you elect to maintain this minimum entitlement by selecting the relevant Roster Choice) work a minimum of 36 hours per 4-week cycle. Otherwise, from 24 March 2025, you will work a minimum of 48 hours per 4-week cycle.
- (b) If you are a part-time team member, you are entitled to payments for annual leave, personal leave and compassionate leave arising under the NES or this Agreement on a proportionate basis. All other provisions

of the Agreement relevant to full-time team members will apply to you, except if terms in this Agreement provide otherwise.

- (c) You'll be provided with your regular pattern of work in line with **clause 4.3.4(c)**.

#### 2.2.4 Casual

- (a) You are a casual team member if you are engaged as such.
- (b) If you are a casual team member, you will be paid the Base Rate of Pay applicable to your classification plus an additional casual loading of 25% of that Base Rate of Pay.
- (c) The casual loading is paid to you instead of the entitlements which casual team members do not receive under the terms of this Agreement or the NES (such as annual leave and personal leave).
- (d) If you are a casual team member, you will be paid weekly or fortnightly in accordance with pay arrangements for full-time and part-time team members as per **clause 3.5**.
- (e) Casual conversion is provided for in the Act.

#### 2.2.5 Fixed (Maximum) Term

- (a) In some limited circumstances, We may engage a new team member on a fixed (maximum) term contract on a full-time or part-time basis for a specific task or tasks and/or for a specific period of time, in accordance with the table below:

	General Requirement	Exceptions
<b>Minimum Length</b>	1 month	If the sole purpose of the fixed (maximum) term contract is to replace a team member on annual leave, the minimum length is 1 week
<b>Maximum Length</b>	12 months	If the sole purpose of the fixed (maximum) term contract is to replace a team member on parental leave, the maximum length is the length of the parental leave.

- (b) Fixed (maximum) term contracts must not run consecutively and may only be extended by agreement with the team member, in line with the relevant maximum duration, detailed in **clause 2.2.5(a)**
- (c) A fixed (maximum) term contract will terminate automatically on the termination date specified in your contract. A fixed (maximum) term contract may also be terminated by either you or Us in accordance with **clause 14.1** or **clause 14.2**.

#### 2.2.6 Secondments

- (a) You and Coles may agree to second you to a different role within the same employer for a temporary period, in accordance with the table below:

	General Requirement	Exceptions
<b>Minimum Length</b>	1 month	If the sole purpose of the secondment is to replace a team member on annual leave, the minimum length is 1 week
<b>Maximum Length</b>	12 months	If the sole purpose of the secondment is to replace a team member on parental leave, the maximum length is the length of the parental leave.

- (b) Secondments must not run consecutively and may only be extended by agreement with you, in line with the relevant maximum duration, detailed in **clause 2.2.6(a)**.
- (c) At the end of the secondment, you will revert to a position which is no less advantageous than that which you performed immediately prior to the secondment.



## PART 3 – HOW/WHAT WILL I BE PAID?

### 3.1 Base Rate of Pay

3.1.1 Unless clause **Appendix A3 clause A3.3 (Junior Rates)**, **Appendix A3 clause A3.4 (Apprentices)**, **Appendix A4 clause A4.3 (Base Rate of Pay – Liquor Team Members)** or **Appendix A5 (Supported Wage)** applies to you, you will be paid the following Base Rate of Pay, which will increase in accordance with **clause 3.4**:

Classification	Per hour \$
Level 1 team member	\$25.27
Level 2 team member	\$25.88
Level 3 team member	\$26.28
Level 4 team member	\$26.80
Level 5 team member	\$27.89
Level 6 team member	\$28.31

3.1.2 Unless stated otherwise, no rates are cumulative or compounding under this Agreement.

### 3.2 One-Off Digital Gift Card

3.2.1 All eligible wages-paid team members will be provided a one-off digital Coles Group gift card to the values specified in the table below. Your eligibility for a one-off digital gift card will be on the condition the Agreement is 'made' via a majority of team members that cast a valid vote approving the Agreement, and subject to the conditions in **clause 3.2.3** below.

	Value
Full-Time Team Member	\$600
Part-Time Team Member	\$250
Casual Team Member	\$150

**Note:** Eligibility is determined by your employment status as at the day the successful vote closes as per **clause 3.2.3(a)**.

3.2.2 The gift card is redeemable only at Coles Supermarkets, with an expiration date of 4 years and can be used (at the election of a team member) in conjunction with the team member's mycoles discount card.

3.2.3 To be an eligible wages-paid team member for the purpose of this clause:

- you must be a wages-paid team member covered by the Agreement and employed as at the date of the successful vote (i.e., on the day the vote closes);
- you must have worked or been on approved paid leave or unpaid parental leave in at least 5 of the previous 8 pay weeks as at the end of the successful vote; and
- you must still be employed as at the date of issue of the digital gift card (being the later of 30 April 2024 or the date that the FWC has approved the Agreement and concluded dealing with any appeals of that approval (i.e., at the least, appeal timeframes must have expired)).

### 3.3 Penalty rates for working ordinary hours during certain times

3.3.1 Unless you are employed as a shiftworker, if you work ordinary hours during the times set out in the table below, you will receive the following penalties in addition to the Base Rate of Pay set out in **clause 3.1**:

	Time of day	Full and part-time team members	Casual team members (including casual loading)
Monday to Friday	6pm – 11pm	25%	50%

	Time of day	Full and part-time team members	Casual team members (including casual loading)
<b>Saturday</b>	7am – 11pm	25%	50%
<b>Sunday</b>	9am – 11pm	50%	75%
<b>Public Holidays</b>	7am – 11pm, unless on a Sunday in which case 9am – 11pm applies.	125%	150%

3.3.2 The penalties applicable to team members employed as shiftworkers are set out in **clause 4.5.4**.

## 3.4 How will my pay be increased?

3.4.1 The Base Rate of Pay for each classification Level in **clause 3.1** will be increased at the rate of the percentage increase to the Level 1 base rate of pay under the GRIA resulting from the Annual Wage Review Decision of the FWC taking effect July 2024, July 2025, July 2026 and July 2027.

3.4.2 Increases will apply from the first full pay period after 1 July of the relevant year above.

3.4.3 Increases to the following allowances under the GRIA during the nominal term of this Agreement (including any such increase in taking effect in July 2024) will be reflected in the applicable allowances of this Agreement:

Agreement Allowance	Clause in this Agreement	Equivalent GRIA clause
Meal Allowance	<b>3.7.1</b>	19.2
First Aid Allowance	<b>3.7.2</b>	19.10
Broken Hill Allowance	<b>3.7.3</b>	19.13
Cold Work Allowance	<b>3.7.4</b>	19.9
Transport Allowance (KM)	<b>3.9.4</b>	19.7
Liquor Allowance	<b>A4.4.1</b>	19.12

## 3.5 When will I be paid?

3.5.1 You will be paid weekly or fortnightly according to the actual hours worked each week or fortnight, on a regular pay day (which will be notified to you in writing).

3.5.2 We will provide you at least 4 weeks' written notice if We change the pay day (including circumstances where the impact of public holidays may require Us to change the pay day).

## 3.6 Other types of wage arrangements

Supported wage arrangements are contained in **Appendix A5** of this Agreement.

## 3.7 What allowances will I receive?

### 3.7.1 Meal allowance

(a) If you are required to work more than 1 hour of overtime after your ordinary time of ending work, without being given 24 hours' notice, you will be either provided with a meal or be paid a meal allowance of \$21.57.

(b) Where such overtime work is more than 4 hours, you will receive a further meal allowance of \$19.56.

(c) No meal allowance will be payable if you could reasonably return home for a meal within the period allowed.

### 3.7.2 First aid allowance

If you hold an appropriate first aid qualification and are appointed by Us to perform first aid duty, you will receive an additional \$12.94 per week.

### 3.7.3 **Broken Hill allowance**

If you are working in the County of Yancowinna in New South Wales (Broken Hill), you will receive an additional allowance of \$1.12 per hour.

### 3.7.4 **Cold work allowance**

- (a) If you are principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets, you will be paid an allowance per hour, while so employed, of \$0.34.
- (b) If you are required to work in a cold chamber where the temperature is below 0°C, you will in addition to the allowance in **clause 3.7.4(a)** also be paid an allowance per hour, while so employed, of \$0.52.

### 3.7.5 **Recall allowance**

If you have completed your rostered hours on a day, and you are recalled for unscheduled work, you will be paid the greater of 3 hours or the time between when you leave your home and return home at the appropriate rate of pay. This will not apply in circumstances of a Voluntary Additional Shift under **clause 4.3.3**.

### 3.7.6 **Other allowances**

From time to time, We may, at our sole discretion, decide to pay additional allowances. These do not form part of this Agreement.

## 3.8 **Payments for Special Clothing**

- 3.8.1 If We require you to wear any protective or special clothing such as a uniform, dress or other clothing, We will reimburse you for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by Us.

## 3.9 **Payments relating to travel and transport**

### 3.9.1 **Travelling time reimbursement**

- (a) If We require you to work at a place away from your usual place of employment, the time spent travelling to and returning from that place of employment, in excess of the time normally spent travelling from your home to your normal place of employment, will be paid as travelling time. Additionally, any expenses reasonably incurred in excess of those normally incurred in these circumstances will be reimbursed.
- (b) You will not be entitled to any reimbursement for your travel time or travel costs if you have elected or requested to work at the different place of employment or away from your home store.
- (c) Where We provide transport from a pick up point, you will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.
- (d) The rate of pay for travelling time will be the Base Rate of Pay except on Sundays and public holidays when it will be time and a half.

### 3.9.2 **Transport costs if you are required to work at a different store for 3 weeks or less**

If We require you to move temporarily from 1 store to another for 3 weeks or less, you will be reimbursed for all additional transport costs you incur.

### 3.9.3 **Moving expenses**

If We relocate your employment from one location to another location, and this reasonably requires you to relocate your place of residence, We will be responsible for and will pay your moving expenses, including fares and transport charges, for you and your family.

### 3.9.4 **Use of your vehicle**

If We require you to use your own motor vehicle in performing your duties, you will receive an allowance of \$0.95 per kilometre.

### 3.9.5 **Team member transport reimbursement**

- (a) Unless you are a shift worker under **clause 4.5**, where you commence and/or cease work after 10.00 pm on any day or prior to 7.00 am on any day and:
  - (i) your regular means of transport is not available; and

(ii) you are unable to arrange your own alternative transport,

We will reimburse you for the cost of a taxi fare from the place of employment to your usual place of residence.

(b) This will not apply if We provide or arrange proper transportation to and/or from your usual place of residence, at no cost to you. You may elect to provide your own transport at your own cost.

### 3.10 Superannuation

3.10.1 We will make superannuation contributions to your nominated superannuation fund as required by the relevant legislation.

3.10.2 If you were in receipt of superannuation contributions before a period of paid or unpaid parental leave, We will continue to make superannuation contributions on your behalf (up to a period of 12 months) during the period of paid and unpaid parental leave. The contribution calculation during unpaid parental leave will be at your Base Rate of Pay based on your contracted hours.

#### 3.10.3 Superannuation fund

(a) We will make your superannuation contributions to one fund.

(b) If you do not nominate a superannuation fund, We will comply with superannuation stapling obligations and make superannuation contributions into your stapled superannuation fund, or the default superannuation fund if you do not have a stapled superannuation fund.

(c) The default superannuation fund will be the Retail Employees Superannuation Trust, but you may elect in writing to have your superannuation paid into an alternative complying fund.

#### 3.10.4 Absence from work

(a) Subject to the governing rules of the relevant superannuation fund, We will also make the superannuation contributions provided for in **clause 3.10.1** and pay any amounts authorised under **clause 3.10.5** or **3.10.6**:

(i) whilst you are on paid leave; or

(ii) for the period you are absent from work (up to a maximum of 52 weeks) due to work-related injury or work-related illness, provided that you are receiving workers compensation payments or receiving regular payments directly from Us in accordance with the statutory requirements and you remain employed by Us.

#### 3.10.5 Voluntary team member contributions

(a) You may, in writing, authorise Us to pay on your behalf a specified amount from your post-taxation wages into your nominated superannuation fund (subject to the governing rules of the relevant superannuation fund).

(b) You may adjust the amount you have authorised Us to pay from your wages from the first of the month, following the giving of 3 months' written notice to Coles.

(c) We will pay the amount authorised in accordance with this clause no later than 28 days after the end of the month in which the authorised deduction was made.

#### 3.10.6 Salary sacrifice

(a) You may direct Us in writing to pay a portion of your pay as salary sacrifice into your nominated superannuation fund. You will receive your wages payable under this Agreement, minus the amount diverted as salary sacrifice contributions.

#### 3.10.7 Additional superannuation – relationship with wages

(a) Voluntary contributions under **clause 3.10.5** or salary sacrifice under **clause 3.10.6** are in addition to and do not offset our obligation to pay superannuation under **clause 3.10.1**, and must be paid to the same nominated fund as per **clause 3.10.3**.

(b) It will not be a breach of this Agreement if the actual wages paid to you fall below the rates set by this Agreement solely because of the payment of additional superannuation contributions under **clause 3.10.6** on a pre-tax basis. Where you elect to salary sacrifice, overtime rates, loadings, termination payments and superannuation contributions made by Us on your behalf will be based on your pre-salary sacrifice wage.

## PART 4 – WHEN CAN I WORK?

### 4.1 Work and Care Principles

We understand the challenges that team members face in balancing their work and their commitments as carers. We acknowledge the importance of having conditions at work that contribute to team member engagement, health and productivity. Accordingly, We recognise:

- (a) team members have commitments outside of work that require attention;
- (b) team members can have different caring responsibilities at different times in their lives;
- (c) life outside of work is acknowledged and valued which is reflected in the way We listen, respect and accommodate team members' needs where possible;
- (d) team members should not be penalised or disadvantaged for having care responsibilities;
- (e) accommodating a team member's care needs can have a positive impact on their children's life and access to learning and opportunities;
- (f) accommodating a team member's caring responsibilities can have positive benefits to Coles and to those in our society who team members provide care to;
- (g) working should provide team members with meaningful hours of work and the opportunity to earn a wage that contributes to meeting their needs; and
- (h) secure, predictable and stable working hours and rosters can help team members manage their care responsibilities.

### 4.2 Working ordinary hours

4.2.1 All parties to this Agreement recognise the 24-hour, 7-day a week nature of Coles Supermarkets and Coles Liquor operations.

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

#### 4.2.3 Spread of hours

(a) Ordinary hours (other than for shiftworkers) may be worked within the following spread of hours:

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

(b) Ordinary hours of work on any day are continuous, except for rest breaks and meal breaks as specified in **clause 4.8**, or where agreed under **clause 4.3.3**.

### 4.3 When/how can I be rostered to work?

#### 4.3.1 Rostering Principles – Summary and who they apply to

Rostering Provision	Full-Time Team Members	Part-Time Team Members	Casual Team Members
Maximum number of ordinary hours per day	9 hours, provided that 1 day per week can be for 11 hours		
Minimum break between shifts	12 hours or 10 hours by agreement (except in circumstances of a Voluntary Additional Shift under <b>clause 4.3.3</b> )		
Maximum number of days with ordinary hours per week	5 days (or 6 days in one week if no more than 4 days are worked in the next week of the fixed 2-week cycle)		

Rostering Provision	Full-Time Team Members	Part-Time Team Members	Casual Team Members
Maximum number of consecutive days worked (with ordinary and reasonable additional hours)	6 days		
Consecutive days off	2 consecutive days off every week or 3 consecutive days off per fortnight, unless otherwise agreed in accordance with <b>clause 4.3.2(e)</b> below		N/A
Weekends off for regular Sunday workers	At least 1 in 4, being a 3-day break including a Saturday and Sunday, unless otherwise varied by agreement in accordance with <b>clause 4.3.2(f)</b> below		N/A
Maximum roster period	4 weeks		
Maximum number of ordinary hours in 4-week roster cycle	152 hours	Less than 152	152 hours
Maximum number of days with ordinary hours in 4-week roster cycle	19 days or 20 by agreement as per <b>clause 4.3.2(g)</b> .		

#### 4.3.2 Rostering Principles – Additional explanation

- (a) You may be rostered to work up to a maximum of 9 ordinary hours on any day, provided that for 1 day per week you can be rostered for a maximum of eleven ordinary hours.
- (b) **Breaks between work periods**
  - (i) You will be provided at least a 12-hour rest period between the completion of work on 1 day and the commencement of work on the next day. 'Work' for the purposes of this clause includes any reasonable additional hours or overtime.
  - (ii) If you recommence work without having had 12 hours off work, then you will be paid at the rate of 200% until you have had a break of 12 consecutive hours.
  - (iii) You can agree to reduce this period to 10 hours by selecting the relevant Roster Choice.
- (c) Ordinary hours will be worked on not more than 5 days in each week, provided that if ordinary hours are worked on 6 days in one-week, ordinary hours in the following week of a fixed two-week cycle will be worked on no more than 4 days.
- (d) Ordinary hours and any reasonable additional hours may not be worked over more than 6 consecutive days.
- (e) For permanent team members, ordinary hours will be worked so as to provide you with 2 consecutive days off each week or 3 consecutive days off in a 2-week period, unless you request otherwise by selecting the relevant Roster Choice. You can terminate your agreement by giving 4 weeks' notice to Us.
- (f) For permanent team members, if you regularly work Sundays, you will be rostered so as to have 3 consecutive days off each 4 weeks and the consecutive days off will include Saturday and Sunday, unless you request otherwise by selecting the relevant Roster Choice. You can terminate your agreement by giving 4 weeks' notice to Us.
- (g) You will not be required to work ordinary hours on more than 19 days in each 4-week cycle. You may agree to work ordinary hours on up to 20 days in each four-week cycle by selecting the relevant Roster Choice.

#### 4.3.3 Voluntary Additional Shifts

- (a) You will not be required to commence work more than once on the same day.
- (b) If you are a part-time or casual team member who is 18 years or older, you may agree to do so if it suits your personal circumstances by selecting the relevant Roster Choice to be rostered to work 2 shifts on the same day ("**Voluntary Additional Shift**").



*This means you may work ordinary hours in 2 blocks on 1 day with an unpaid period of at least 2 hours in between the end of the first work block and the beginning of the second work block.*

- (c) On a day where 2 shifts are worked as a Voluntary Additional Shift:
  - (i) the minimum number of hours for each shift will be 3 hours;
  - (ii) both shifts will be paid at the Base Rate of Pay plus penalties (if applicable);
  - (iii) all work on the day will be treated as 1 shift for the purpose of all other rostering provisions, including calculating your entitlement to payment at overtime rates;
  - (iv) breaks will apply to the hours within each shift, assessed separately;
  - (v) the minimum break between shifts in **clause 4.3.2(b)** does not apply to the period between the 2 shifts; and
  - (vi) the Recall allowance in **clause 3.7.5** does not apply.
- (d) Voluntary Additional Shifts will be on a voluntary basis only, and you can revoke your agreement to be rostered to work Voluntary Additional Shifts by providing 28 days' notice, or less by agreement.
- (e) A Voluntary Additional Shift may only be incorporated into your regular pattern of work at your request, and cannot be part of the offer of employment.

#### 4.3.4 **Additional rostering principles specific to part-time team members**

- (a) We recognise the importance of part-time team members. Subject to our operational needs, We will endeavour to offer additional hours under **clause 4.3.4(f)(ii)**, where they are required, to part-time team members.
- (b) The minimum hours per day for a part-time team member is 3 hours.
- (c) If you are a part-time team member, at the time of first being employed, you and Coles will agree, in writing, on a regular pattern of work, specifying at least:
  - (i) the hours you will work each day;
  - (ii) which days of the week you will work;
  - (iii) the actual starting and finishing times of each day; and
  - (iv) the times of taking and the duration of meal breaks.
- (d) The regular pattern of work of a part-time team member will not be changed from week to week or fortnight to fortnight or to avoid any entitlements under this Agreement. If We do change your regular pattern of work in this way and for this purpose, you will be paid any entitlements as if the regular pattern of work had not been changed.
- (e) You will be paid for ordinary hours worked at the Base Rate of Pay prescribed for the class of work performed. You will be paid overtime (at the rates prescribed in **clause 4.9.2**) for all time worked in excess of the hours as agreed under **clause 4.3.4(c)**. So as to avoid doubt, any additional ordinary hours agreed pursuant to a variation under **clause 4.3.4(f)(ii)** will not attract overtime.
- (f) **Temporary or permanent variation to regular pattern of work**
  - (i) Any agreement in writing to vary the regular pattern of work will be made before the varied hours commence. A variation under this subclause may be of a temporary (including ad-hoc or one-off variations) or permanent nature. A variation in writing may be made by electronic means (this may include MyColes, One Team, e-mail and SMS).
  - (ii) You can elect to provide written standing consent by selecting the relevant Roster Choice to vary your regular pattern of work in order to work additional hours at the hourly rate prescribed for the class of work performed. You can withdraw this standing consent at any time (up until accepting an offer of additional hours).
  - (iii) To avoid doubt, if you provide standing consent, you can still verbally refuse to work additional hours when offered on any occasion.
  - (iv) A record of the agreement to vary the regular pattern of work and any variations to it (including by way of standing consent) will be retained by Us.

(g) **Right to request increase to permanent minimum contractual hours**

If you have regularly worked a number of additional temporary hours under **clause 4.3.4(f)** over the previous 12 months, you may request in writing to increase your permanent minimum contractual hours.

- (i) We must discuss the request with you and genuinely try to reach agreement on an increase to your minimum contractual hours to give you greater predictable hours and reasonably accommodate your circumstances.
- (ii) We may refuse the request upon reasonable business grounds in writing, and will respond to your request within 21 days, including details of the reasons for the refusal.
- (iii) If We agree to the request, the new agreement will be recorded in writing.

4.3.5 **Rostering principles specific to casual team members**

- (a) The minimum daily engagement of a casual is 3 hours.

4.3.6 **Substituting or Accumulating Rostered days off**

- (a) We may reach agreement with the majority of team members concerned to substitute the day or half day a team member is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) You may agree with Us to substitute another day for your rostered day off.
- (c) You may agree with Us to accumulate up to a maximum of 5 rostered days off in any 1 year. Such accumulated periods may be taken at times mutually convenient to you and Coles.

## 4.4 Multi-Site Working

- 4.4.1 We offer team members the ability to work shifts at another store away from your home store, as a way to provide meaningful work and enable team members to work increased hours if they choose.
- 4.4.2 In this clause, a **store** means a Coles Supermarket (for team members employed by Coles Supermarkets) or a Coles Liquor store (for team members employed by Coles Liquor). It is not possible to work additional shifts across the 2 brands at this time.
- 4.4.3 All team members will be engaged at a home store. You may, by agreement in writing, work shifts at another store, either on a 'one off' or ongoing basis by nominating additional stores in writing.
- 4.4.4 You may withdraw this nomination of additional stores by giving 28 days' notice in writing. You acknowledge this may result in a decrease in your total contract hours and/or available hours of work.
- 4.4.5 If you don't agree to work shifts at a store other than your home store (by nominating additional stores as per **clause 4.4.3**), but are required by Us to do so, then you will be entitled to a transport allowance and/or payment for travel time under **clause 3.9**.
- 4.4.6 A team member's nomination to work across multi sites will not be a condition of employment.

## 4.5 Shiftwork

- 4.5.1 This clause will apply only to team members specifically employed by Us as shiftworkers under this Agreement.
- 4.5.2 Unless specifically modified by or contrary to the operation of this clause, all provisions of this Agreement apply to shiftworkers.
- 4.5.3 **Shiftwork definition**
  - (a) For the purposes of this clause, shiftwork means a shift starting at or after 6.00pm on one day and before 5.00am on the following day.
  - (b) Shiftwork does not include a shift which starts and finishes on the same day within the following hours:

<b>Monday to Friday</b>	Between 7am – 11pm
<b>Saturday</b>	Between 7am – 11pm
<b>Sunday</b>	Between 9am – 11pm

- (c) All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.

#### 4.5.4 **Rate of pay for shiftwork – other than Baking production team members**

- (a) The shift penalties in this clause apply to shiftworkers instead of those in **clause 3.3.1**, except for public holidays below at **clause 4.5.4(e)**.
- (b) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals) of the Base Rate of Pay.
- (c) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals) of the Base Rate of Pay.
- (d) Any shiftwork performed on a Sunday will be paid at the rate of 175% (200% for casuals) of the Base Rate of Pay.
- (e) Where a shiftworker elects to work on a public holiday, then the provisions set out in **clause 3.3.1** will apply for all hours of the shift.
- (f) For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if you elect not to work on a public holiday shift you will be entitled to be absent without loss of pay.
- (g) Provided that in any store where it is mutually agreed between Coles and the majority of team members engaged in that store under the provisions of this clause another shift may be substituted for the shift which commences on the public holiday as the holiday shift and in such instance the provisions of **clause 3.3.1** relating to such public holiday will apply only to the day so substituted.

4.5.5 Notwithstanding the provision of **clause 4.8**, all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

4.5.6 Shiftwork rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shiftworkers.

4.5.7 Rosters of shiftworkers cannot be arranged so as to have the shiftworker work both shiftwork and non shiftwork in the same week.

## 4.6 **Notification and changes to rosters for permanent team members**

4.6.1 This clause is to be read in conjunction with **clause 11.2**.

4.6.2 You will be provided with a roster, which will show:

- (a) the number of ordinary hours to be worked each week;
- (b) the days of the week on which work is to be performed; and
- (c) the commencing and ceasing time of work for each day of the week.

4.6.3 When establishing or changing a roster, We will have regard to:

- (a) the family or caring responsibilities, and study commitments of the team member; and
- (b) whether the team member has safe transport home; and
- (c) any opportunity to increase minimum contracted hours.

4.6.4 We will retain rosters for twelve months. We will provide it, on request, for inspection by an authorised person.

### **Changing your roster with mutual agreement**

4.6.5 Your rostered hours may be altered at any time by agreement, including any variations agreed under **clause 4.3.4(f)(i)** for part-time team members.

4.6.6 Due to unexpected operational requirements, your roster for a given day may be changed by agreement with you, before you arrive for work.

### **Changing your roster on our initiative**

4.6.7 We will provide you with a minimum of 7 days' notice of a permanent roster change. If you disagree with the roster change, you will be provided 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 13** of this Agreement.

- 4.6.8 Where your roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and your roster reverts to the previous pattern in the following week, the extra work you performed because of the change of roster will be paid at the applicable overtime rate of pay.
- 4.6.9 Your roster can't be changed with the intent of avoiding payment of penalties, loading or other benefits. If this occurs, you will be entitled to such penalty, loading or benefit as if the roster had not been changed.

## 4.7 Swapping shifts

- 4.7.1 If you are a permanent team member, you may arrange to swap an individual shift with another team member.
- 4.7.2 Any arrangement to swap a shift must be:
- (a) genuinely agreed to by both team members; and
  - (b) compliant with all provisions of this Agreement; and
  - (c) not result in any additional expense to Us; and
  - (d) approved by the Store Manager or the Manager on Duty at least the day prior to the start of the shift. Less notice may be provided by you if your Store Manager or Manager on Duty agrees.

## 4.8 When can I take my break?

- 4.8.1 During each work period, you can take breaks as follows:

Hours worked per shift; or per work block where a Voluntary Additional Shift is worked under clause 4.3.3	Rest break (paid)	Meal break (unpaid except for shiftworkers)
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 including walk time	No meal break
Work more than 5 hours but less than 7 hours	One 15 minute rest break including walk time	One meal break of at least 30 minutes but not more than 60 minutes
Work 7 hours or more but less than 10 hours	Two 15 minute rest breaks including walk time, with one taken in the first half of the work hours and the second taken in the second half of the work hours	One meal break of at least 30 minutes but not more than 60 minutes
Work 10 hours or more	Two 15 minute rest breaks including walk time, with one taken in the first half of the work hours and the second taken in the second half of the work hours	Two meal breaks each of at least 30 minutes but not more than 60 minutes

- 4.8.2 The timing of the taking of a rest break or meal break is intended to provide you with a meaningful break during work hours.
- 4.8.3 You cannot be required to take a rest break or meal break within 1 hour of commencing or ceasing of work. You cannot be required to take a rest break(s) combined with a meal break.
- 4.8.4 You can't work more than 5 hours without a meal break.
- 4.8.5 The time of taking rest and meal breaks and the duration of meal breaks form part of the roster.
- 4.8.6 Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.
- 4.8.7 The Agreement flexibility **clause 10** can be utilised to permit variations to this clause by agreement between Us and you.

## 4.9 How will I be paid for overtime worked?

### 4.9.1 Reasonable overtime for team members

- (a) Subject to **clause 4.9.1(b)**, you may be required to work reasonable overtime which will be paid at overtime rates in accordance with the provisions of this clause.
- (b) You may refuse to work overtime in circumstances where the working of such overtime would result in you working hours which are unreasonable having regard to:
  - (i) any risk to your health and safety;
  - (ii) your personal circumstances including any family or study responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by Us of the overtime and the notice you have given Us of your intention to refuse it; and
  - (v) any other relevant matter.

### 4.9.2 Payment for overtime for full-time and part-time team members

- (a) The following hours will be paid at overtime rates as set out in **clause 4.9.2(c)**:
  - (i) hours worked in excess of the ordinary hours of work; or
  - (ii) hours worked outside the spread of hours (except for shiftwork) as defined in **clause 4.2.3**; or
  - (iii) hours worked outside of roster conditions prescribed in **clauses 4.3.1, 4.3.2 and 4.3.4**.
- (b) Hours worked by part-time team members in excess of the agreed hours in **clause 4.3.4(c)** or as varied under **clause 4.3.4(f)(i)** or **4.3.4(f)(ii)**, or in excess of 38 hours per week, will be paid at overtime rates.
- (c) Overtime rates for full-time and part-time team members are as follows:

Day	Overtime rate
Monday to Saturday	150% for the first 3 hours, 200% thereafter
Sunday	200%
Public Holiday	250%

- (d) Overtime is calculated on a daily basis.

### 4.9.3 Overtime for casual team members

- (a) A casual team member may be offered work which qualifies as overtime. The following hours will be paid at overtime rates as set out in **clause 4.9.3(b)**:
  - (i) hours worked in excess of 38 ordinary hours per week; or
  - (ii) hours worked outside of the spread of hours (except for shiftwork) as defined in **clause 4.2.3**; or
  - (iii) hours worked in excess of 9 ordinary hours per day, provided that 1 day per week a casual team member may work 11 ordinary hours without attracting overtime rates.
- (b) Overtime rates for casual team members are as follows:

Day	Overtime rate (inclusive of casual loading)
Monday to Saturday	175% for the first 3 hours, 225% thereafter
Sunday	225%
Public Holiday	275%

### 4.9.4 Time off instead of payment for overtime

- (a) If you are a permanent team member, We may agree that you can take time off instead of being paid at overtime rates for a particular amount of overtime that you have worked.

- (b) The period of time off that you are entitled to take is equivalent to the overtime payment that would have been made to you.

**EXAMPLE:** By making an agreement under this clause, if you worked 2 overtime hours at the rate of time and a half, you are entitled to 3 hours' time off.

- (c) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times agreed.
- (d) If you've made an agreement under **clause 4.9.4(a)** but have not taken the time off, you can request at any time to have the overtime paid to you instead. We must pay you for the overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in **clause 4.9.4(c)**, We must pay you for the overtime in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) We must not exert undue influence or undue pressure on a you in relation to a decision by you to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) If you've made an agreement under **clause 4.9.4(a)** but have not taken the time off at the end of your employment, We must pay you for the overtime at the overtime rate applicable to the overtime when worked.
- (h) If you've made an agreement under **clause 4.9.4(a)**, you may take time off at the time or times specified in the agreement or at a time or times subsequently agreed by Us and you.

#### 4.9.5 **Overtime may be treated as ordinary hours by agreement**

- (a) You may agree by selecting the relevant Roster Choice that hours worked outside the spread of hours in **clause 4.2.3** are to be counted as part of your ordinary weekly hours, so long as you receive the applicable overtime rate as set out in this clause.
- (b) You may withdraw agreement to an arrangement made under this clause by giving 28 days' written notice (or less where mutually agreed).



## PART 5 – ARRANGEMENTS FOR PUBLIC HOLIDAYS

- 5.1.1 Other than as noted in this clause, public holidays are as provided for in the NES. Additionally, Easter Sunday will be deemed a public holiday for the purposes of this Agreement in the State of Tasmania.
- 5.1.2 A majority of team members at a store may agree with Coles to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties will be paid. If both days are worked by a team member, the team member can choose 1 of the days to be paid at public holiday rates.
- 5.1.3 **Work on a public holiday**
- (a) We cannot require you to work on a public holiday. However, you may volunteer to work on any public holiday as provided for in this clause.
  - (b) Where a store opens for trade on a public holiday, if you would normally be rostered to work you may request to work the day (or part thereof) and will be paid the appropriate penalty for time so worked. We may decide to decline such a request if there is no operational need for you to work.
- 5.1.4 **Work on Christmas Eve and/or New Year's Eve after 6pm**
- (a) Where it is not a public holiday in the State or Territory where you work after 6pm on Christmas Eve and/or after 6pm on New Year's Eve, work is voluntary, subject to the following:
    - (i) We will start a process to see if any permanent team members do not want to work their rostered hours, advising team members that work is voluntary;
    - (ii) at least 4 weeks prior to the public holiday, you may advise Us you do not want to work (considering our customers' expectations and business operational requirements);
    - (iii) where this occurs, at least 7 days prior We will ask for volunteers to work; and
    - (iv) if there are not enough volunteers to work, We may require you to work your rostered shift so that a reasonable staffing level is reached.
  - (b) Where it is not a public holiday in the State or Territory where you work, permanent team members rostered to work on Christmas Eve after 6pm and/or New Year's Eve after 6pm and who do not want to work, may:
    - (i) access annual leave; or
    - (ii) if they have insufficient annual leave accrued, request to have their ordinary hours, at our sole discretion, re-rostered in the 4-week cycle as part of their ordinary hours and paid the Base Rate of Pay and applicable penalties; or
    - (iii) if they have insufficient annual leave, and We are unable to re-roster their hours, take unpaid leave.
- Alternative compensation for working on a public holiday**
- 5.1.5 If you are a permanent team member and have worked on a public holiday, by agreement with Coles you may be compensated for a particular public holiday by either:
- (a) having an equivalent day or equivalent time off instead without loss of pay, which must be taken within 4 weeks of the public holiday occurring, or it will be paid out to you; or
  - (b) an additional day or equivalent time accrued as annual leave.
- 5.1.6 Where agreement is reached under this clause, you will be paid at the Base Rate of Pay for ordinary hours worked on the relevant public holiday, and the public holiday penalty in **clause 3.3.1** will not apply.
- 5.1.7 Agreement reached under this clause is only valid for each occasion work is performed on a public holiday.

## PART 6 — TAKING TIME OFF

### 6.1 What Annual Leave do I get?

- 6.1.1 Except as otherwise provided for in this Agreement, annual leave is provided for in the NES.
- 6.1.2 Full-time team members will be entitled to 4 weeks (152 hours) of annual leave for each year of continuous service.
- 6.1.3 Part-time team members will be entitled to annual leave on a pro-rata basis. Coles recognises a part-time team member will be able to take annual leave for hours varied in accordance with **clause 4.3.4(f)**.
- 6.1.4 Annual leave accrues progressively during each year.
- 6.1.5 You can take accrued annual leave each year, by mutual agreement. We will not unreasonably refuse your application for annual leave.
- 6.1.6 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.
- 6.1.7 Where a public holiday as outlined in **clause 5.1.1** falls within a period of annual leave, that day(s) or part-day is treated as a public holiday (meaning it will be treated as a day or part-day off with pay, based on your ordinary rostered hours) and will not be deducted from your annual leave entitlement.
- 6.1.8 If your period of annual leave includes a period of any other leave (other than unpaid parental leave), this will not be deemed to be annual leave for the period of that other leave. The other leave will be taken in accordance with the applicable leave provisions in this Agreement.
- 6.1.9 **Definition of shiftworker for annual leave purposes**
- For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7-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 7 days a week.
- 6.1.10 **Annual leave loading**
- (a) During a period of annual leave, you will receive a loading calculated on the Base Rate of Pay prescribed in **clause 3.1** of this Agreement. The annual leave loading is payable on leave you have accrued.
- (b) Annual leave loading will be paid for non-shiftworkers at the greater of 17.5% for the whole period of leave or the relevant penalty rates that would have been paid to you had you not been on leave.
- (c) Annual leave loading will be paid for shiftworkers at the greater of 17.5% for the whole period of leave or the relevant shift loading (plus weekend penalty rates, if applicable) that would have been paid to you had you not been on leave.
- 6.1.11 **Annual leave in advance**
- (a) We may agree in writing to allow you to take a period of paid annual leave before you have accrued an entitlement to that annual leave.
- (b) The agreement must state the amount of leave to be taken in advance and the date on which leave is to commence; and be signed by an authorised representative of Coles and you. If you are under 18 years of age, it must be signed by your parent or guardian. We will keep a copy of this agreement as a team member record.
- (c) If, on the termination of your employment, you have not accrued an entitlement to all of the period of paid annual leave you took in advance, We may deduct the balance from any final payment due to you.
- 6.1.12 **Close-down**
- We may require you to take annual leave as part of a close-down of our operations, or part of our operations, by giving you at least 4 weeks' notice.
- 6.1.13 **Excessive leave accruals: general provision**

*Note: **Clauses 6.1.13 to 6.1.15** contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.*

(a) **What is excessive leave?**

If you have accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by **clause 6.1.9**), this will be deemed as excessive leave for the purposes of this clause.

- (b) Where you have an excessive leave accrual, We may seek to discuss this with you and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) **Clause 6.1.14** sets out how We may direct a team member who has an excessive leave accrual to take paid annual leave.
- (d) **Clause 6.1.15** sets out how a team member who has an excessive leave accrual may require Us to approve paid annual leave requested by the team member.

**6.1.14 Excessive leave accruals: direction by Us that leave be taken**

- (a) If We have genuinely tried to reach agreement with you under **clause 6.1.13(b)** but agreement is not reached (including because you refuse to discuss), We may direct you in writing to take 1 or more periods of paid annual leave.
- (b) However, a direction by Us under **clause 6.1.14(a)**:
  - (i) is of no effect if it would result at any time in your remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under **clause 6.1.13**, **6.1.14** or **6.1.15** or otherwise agreed between Us) are taken into account; and
  - (ii) must not require you to take any period of paid annual leave of less than 1 week; and
  - (iii) must not require you to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed between Us and you.
- (c) You must take paid annual leave in accordance with a direction under **clause 6.1.14(a)** that is in effect.
- (d) Even if this direction has been given, you may request to take a period of paid annual leave as if the direction had not been given.

**6.1.15 Excessive leave accruals: request by team member for leave**

- (a) If you have genuinely tried to reach agreement with Us under **clause 6.1.13(b)** but agreement is not reached (including because We refuse to discuss), you may give written notice to Us requesting to take 1 or more periods of paid annual leave.
- (b) However, you may only give a notice to Us under **clause 6.1.15(a)** if:
  - (i) you have had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) you have not been given a direction under **clause 6.1.14(a)** that, when any other paid annual leave arrangements (whether made under **clause 6.1.13**, **6.1.14** or **6.1.15** or otherwise agreed between us) are taken into account, that would eliminate your excessive leave accrual.
- (c) A notice given by you under **clause 6.1.15(a)** must not:
  - (i) if granted, result in your remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under **clause 6.1.13**, **6.1.14** or **6.1.15** or otherwise agreed between us) are taken into account; or
  - (ii) provide for you to take any period of paid annual leave of less than 1 week; or
  - (iii) provide for you to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed between us.
- (d) You are not entitled to request by a notice under **clause 6.1.15(a)** more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by **clause 6.1.9**) in any period of 12 months.
- (e) We must grant paid annual leave requested by a notice under **clause 6.1.15(a)**.

#### 6.1.16 **Cashing out of annual leave**

- (a) If you have an accrued annual leave entitlement of more than 4 weeks, you can choose to 'cash out' a portion of your annual leave.
- (b) We may approve this request if:
  - (i) you retain at least 4 weeks of annual leave (after the 'cashing out' has occurred); and
  - (ii) each instance of 'cashing out' is a separate agreement, retained by Us on our system.
- (c) If approved, you will be paid at the rate you would have received had you taken the leave at the time the payment is made.
- (d) If you are under 18 years of age, you must provide evidence of your parent or guardian's consent to cash out your annual leave.

### 6.2 **When can I take long service leave?**

- 6.2.1 You are entitled to long service leave in accordance with the relevant State or Territory legislation.
- 6.2.2 You may request to access long service leave on the basis of double the time at half pay, provided that you will not accrue any more leave than you would have had you taken long service leave on normal pay. Requests will not be unreasonably refused.

### 6.3 **Am I able to take an unpaid leave of absence?**

- 6.3.1 You may request an unpaid leave of absence of up to 12 months.
- 6.3.2 If We agree to this request, it will not break your continuity of service. All paid leave entitlements that you are eligible to apply for must be taken before the leave of absence, unless otherwise agreed.
- 6.3.3 We may approve a leave of absence for reasons such as:
  - (a) studying commitments requiring time to attend exams or participate in annual school holidays;
  - (b) travelling overseas or interstate for an extended period;
  - (c) to care for an ill or injured close relative; or
  - (d) returning to study on a full-time basis.
- 6.3.4 During a period of unpaid leave, you will not accrue annual leave or personal/carer's leave or long service leave (subject to State or Territory legislation).

## PART 7 — PERSONAL/CARER'S/COMPASSIONATE LEAVE

### 7.1 Paid Personal/Carer's Leave

- 7.1.1 Permanent team members are entitled to personal/carer's leave. Full-time team members accrue 76 hours of paid personal leave for each year of continuous employment, and part-time team members accrue personal leave on a pro-rata basis.
- 7.1.2 Personal/Carer's leave accrues progressively.
- 7.1.3 You can use your accrued personal/carer's leave:
- (a) when you are unable to attend work as rostered due to a personal illness or injury; or
  - (b) when a member of your Immediate Family (as defined in **Appendix A1**) or household requires care or support due to:
    - (i) that person being ill or injured; or
    - (ii) an unexpected emergency.
- 7.1.4 Wherever practicable, you will notify the Store Manager (or if the Store Manager is not present, the Manager on duty) prior to the start of your shift of:
- (a) your inability to attend for work;
  - (b) as far as reasonable, the nature of the illness or injury or a satisfactory explanation of the reason for the personal/carer's leave; and
  - (c) the estimated duration of the absence.
- 7.1.5 The following documentation rules apply:

Period of absence in any 12-month period	Is supporting documentation required?
1st and 2nd single shift	No, unless you are absent the day before or day after a public holiday, when We will require a medical certificate issued by a duly qualified medical practitioner or statutory declaration to receive payment.
3rd single shift and any further single shifts	At your Manager's discretion, a medical certificate issued by a duly qualified medical practitioner or statutory declaration may be requested to receive payment.
2 consecutive shifts or more	Yes, a medical certificate issued by a duly qualified medical practitioner or statutory declaration will be required to receive payment.
The day before or day after a public holiday	

- 7.1.6 If a member of your Immediate Family has a long-term disability or illness, you can provide evidence of the need to take carer's leave for this purpose once per 6 months, which will apply for any future leave required for this caring responsibility for the next 6-month period.
- 7.1.7 Personal/carer's leave will be paid at your Base Rate of Pay for the hours you are normally rostered to work. The penalties in **clauses 3.3, 4.9.5, 4.5.4** and **A3.4** do not apply.
- 7.1.8 You may be required to provide reasonable proof of the reason for your absence to approve payment.
- 7.1.9 You will not be entitled to paid personal/carer's leave for any period where you are entitled to workers compensation.

### 7.2 Unpaid Carer's Leave

- 7.2.1 If you are a permanent or casual team member, you can take up to 2 days' unpaid carer's leave for each occasion that a member of your Immediate Family (as defined in **Appendix A1**) or household requires care or support due to:
- (a) that person being ill or injured; or
  - (b) an unexpected emergency.

- 7.2.2 The 2 days can be taken as a continuous period, or any separate periods as agreed between you and Us.
- 7.2.3 Permanent team members are only entitled to unpaid carer's leave once their paid carer's leave (in accordance with **clause 7.1**) has been used.
- 7.2.4 As soon as is reasonably practicable, you will provide Us with notice of:
- (a) your intention to take unpaid carer's leave;
  - (b) a satisfactory explanation of the reason for the leave; and
  - (c) the estimated duration of absence.
- 7.2.5 By agreement, you may work 'make-up time' during ordinary hours. This is when you take time off during ordinary hours, and work those hours at a later time. When you take make-up time, all rostering provisions in this Agreement apply.

## 7.3 Compassionate Leave

### 7.3.1 Entitlement - Permanent team members

If you are a permanent team member, you can take the following time off:

Circumstance	Entitlement
The death of your father, mother (including stepfather and stepmother), guardian, spouse or de facto partner (including same sex), child (including step and foster children), or Found Family.	Maximum of 10 paid shifts  If you do not attend the funeral which takes place outside of Australia, you are entitled to a maximum of 2 paid shifts, unless you can justify your requirement for additional time off up to the maximum of 10 paid shifts
The death of your grandparent, grandchild, brother, or sister.	Maximum of 3 paid shifts  If you do not attend the funeral which takes place outside of Australia, you are entitled to a maximum of 2 paid shifts, unless you can justify your requirement for additional time off up to the maximum of 3 paid shifts
The death of your parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law or member of your household.	Maximum of 2 paid shifts
A stillbirth of a child where the child would have been a member of the team member's Immediate Family or a member of the team member's household.	3 paid shifts
The team member or the team member's spouse or de facto partner has a miscarriage, not resulting in a stillborn child, and the spouse or de facto partner are not a former spouse or former de facto partner.	3 paid shifts
Where a member of your Immediate Family (as defined in <b>Appendix A1</b> ) or household suffers a serious illness or injury.	2 paid shifts for the purposes of spending time with that person (either as a continuous period or single shifts)  This is for each occasion and can be taken at any time while the illness or injury persists
Where a member of your Immediate Family (as defined in <b>Appendix A1</b> and not otherwise referred to above) dies.	2 paid shifts



- 7.3.2 If you are a permanent team member and you are attending the funeral of a relative detailed in **clause 7.3.1** which requires you to travel:
- (a) interstate or more than 500 kilometres, you will be entitled to receive an additional 2 shifts of unpaid leave; or
  - (b) outside of Australia, you will be entitled to receive an additional 2 weeks of unpaid leave.

7.3.3 Compassionate leave will be paid at your Base Rate of Pay for the hours normally rostered to work. The penalties in **clauses 3.3, 4.9.5, 4.5.4** and **A3.4** do not apply.

7.3.4 **Entitlement - Casual team members**

Circumstance	Entitlement
Where a member of your Immediate Family (as defined in <b>Appendix A1</b> ) or household passes away, or contracts or develops an illness or injury that poses a serious threat to their life.	2 unpaid shifts.

- 7.3.5 For both permanent and casual team members, you will need to provide Us with:
- (a) proof of death, illness or injury to our satisfaction; and
  - (b) proof of attendance (in the case of a funeral outside Australia).

# PART 8 - PARENTAL LEAVE AND RELATED ENTITLEMENTS

## 8.1 Entitlement

- 8.1.1 Except as otherwise provided for in this Agreement, your entitlements to parental leave are as provided for in the NES.
- 8.1.2 You may also be able to access additional benefits under the Coles Parental Leave Support Kit, as amended from time to time. However, the Coles Parental Leave Support Kit is not incorporated into this Agreement.
- 8.1.3 You can take unpaid parental leave for:
 

(a) the birth of a Child; or

(b) the placement of an Adopted Child with you for adoption,

 where you have or will have responsibility for the care of the Child or Adopted Child.
- 8.1.4 The entitlement to unpaid parental leave 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

## 8.2 Notice and documentation

- 8.2.1 At least 10 weeks before the expected birth of a Child or placement of an Adopted Child (or otherwise, as soon as practicable), you must provide the following evidence to your line manager, where relevant, when taking parental leave:

Evidence	<p>A medical certificate from a duly qualified medical practitioner stating:</p> <ul style="list-style-type: none"> <li>you are pregnant; or</li> <li>name of your spouse and that they are pregnant; or</li> <li>that another person is pregnant with a Child on behalf of you or your spouse; and</li> <li>expected date of birth.</li> </ul> <p>Where relevant, information confirming the placement of an Adopted Child.</p>
Written notice	<p>Stating:</p> <ul style="list-style-type: none"> <li>the intended start and end dates for any continuous parental leave; and</li> <li>the total number of flexible unpaid parental leave days you intend to take, if any.</li> </ul>

## 8.3 Casual work during Unpaid Parental Leave

- 8.3.1 We may agree to allow you to work on a casual basis during a period of unpaid parental leave. You cannot work on a casual basis if you:
 

(a) are receiving a government paid parental leave payment; or

(b) intend to receive a government paid parental leave payment during the period of parental leave and have not received the final payment as yet.
- 8.3.2 Your request to be engaged on a casual basis is in addition to your entitlement to 'keeping in touch' days under the Act.
- 8.3.3 You will not accrue any leave except for long service leave when working casually during unpaid parental leave.
- 8.3.4 Any work undertaken as a casual team member will not extend the period of parental leave beyond the original period of leave approved.
- 8.3.5 Any work performed will be paid at the casual Base Rate of Pay as provided in **clause 2.2.4(b)**.

## 8.4 Extending Parental Leave

- 8.4.1 If you have completed 12 months' continuous service and originally applied for:
- (a) Less than 52 weeks' leave, if eligible, you may extend your leave up to a total of 52 weeks (or more by agreement); or
  - (b) 52 weeks' leave, if eligible, you may extend your leave up to a total of 104 weeks.
- 8.4.2 If you extend your leave, you must provide 4 weeks' written notice before the original leave ends, including details of your original leave dates and the new end date. We must respond in writing within 21 days.

## 8.5 Returning to work from Unpaid Parental Leave

- 8.5.1 At least 4 weeks before the end of the parental leave, you must notify Us, in writing, of your intention to return to work.
- 8.5.2 If you are a casual team member, you will be re-engaged as a casual team member when returning to work.
- 8.5.3 If you have at least 12 months' continuous service before starting part-time work after the birth of a Child or placement of an Adopted Child, you can return to your pre-parental leave position:
- (a) at the end of the period of such part-time work; or
  - (b) at the end of any following periods of part-time work if there is more than 1 period.

## 8.6 Temporary Part-time work agreement

- 8.6.1 You may work part-time for 1 or more periods if you are:
- (a) a pregnant team member; or
  - (b) a team member who has returned to work following the birth of a Child or placement of an Adopted Child until they reach school age.
- 8.6.2 You 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.
- 8.6.3 Before starting a period of part-time work under this clause, a part-time work agreement will be agreed to in writing and We will confirm the following:
- (a) that you may work part-time;
  - (b) the period of part-time employment;
  - (c) your classification for this period; and
  - (d) your roster.
- 8.6.4 The terms of the part-time work agreement may be varied:
- (a) by agreement; or
  - (b) in accordance with the rostering principles as provided in **clause 4.3**.
- 8.6.5 We will provide a copy of the part-time work agreement to you, and any variation to it, and will also retain copies for our records.

## 8.7 Pre-Natal Leave

- 8.7.1 This clause applies if you are a full-time or part-time team member who:
- (a) is pregnant; or
  - (b) is preparing for the placement of an Adopted Child as defined in **Appendix A1**; or
  - (c) is about to foster a child; or
  - (d) has a spouse or partner who is pregnant or preparing for the placement of an Adopted Child or about to foster a child.
- 8.7.2 You may access your personal/carer's leave entitlement or unpaid leave for medical appointments associated with pregnancy or medical or other appointments associated with pre-adoption or pre-fostering, as relevant.

- 8.7.3 Where possible, you should arrange appointments as close as possible to the start or end of your ordinary rostered hours.
- 8.7.4 You will provide Us with reasonable notice of your requirement to take pre-natal leave.
- 8.7.5 The actual time taken to attend each appointment will be deducted from your accrued personal leave or carer's leave entitlement, and it will be paid at the Base Rate of Pay for the hours normally rostered to work. The penalties in **clauses 3.3, 4.9.5, 4.5.4** and **A3.4** do not apply.
- 8.7.6 You may be required to provide Us with proof of attendance in accordance with the relevant leave type being accessed (e.g., **clause 7.1**).

## PART 9 - WHAT OTHER TYPES OF LEAVE CAN I TAKE?

### 9.1 Domestic and Family Violence Leave

- 9.1.1 Except as otherwise provided for in this Agreement, your entitlement to domestic and family violence leave is as provided for in the NES.
- 9.1.2 If you are experiencing family or domestic violence, in order to support you and provide a safe work environment, We will consider any reasonable request for:
- (a) changes to your spread of hours or pattern of hours and/or shifts;
  - (b) job redesign or change of duties;
  - (c) relocation to a suitable location within the company; or
  - (d) any other appropriate measures including those available under existing provisions for family friendly and flexible working arrangements.

### 9.2 Blood Donor Leave

- 9.2.1 If you are a permanent team member you can take time off to donate blood. You are entitled to take:
- (a) a maximum of 2 hours on each occasion; and
  - (b) a maximum of 4 separate absences each calendar year.
- 9.2.2 The absence must be:
- (a) on a day suitable to Us; and
  - (b) at a time as close as possible to the start or end of your ordinary rostered hours.
- 9.2.3 You must notify Us of the date and time as soon as possible.
- 9.2.4 You must provide Us with proof of your attendance and the length of your attendance at your appointment.
- 9.2.5 You'll receive payment for your ordinary rostered hours had you not been on blood donor leave (paid at your Base Rate of Pay and any penalty payments and allowances you would have received).

### 9.3 Natural Disaster Leave

- 9.3.1 You will be allowed to leave work where a cyclone warning is announced or there is a natural disaster (e.g. flooding or bushfires) which:
- (a) poses a genuine threat to your property; or
  - (b) creates a need for you to care for a member of your household; or
  - (c) poses a genuine threat to you gaining access to your home (e.g. road closures).
- 9.3.2 If you are a permanent team member and you are unable to attend for work as rostered due to a cyclone warning or a natural disaster, you may request access to natural disaster leave. Requests will not be unreasonably refused provided that there are no reasonable alternative arrangements which would allow you to attend work such as:
- (a) you can work your rostered shift at an alternative surrounding store; and/or
  - (b) alternative transport being available; and/or
  - (c) any other reasonable alternative arrangements made by Coles.
- 9.3.3 If you are a permanent team member you are entitled to access up to 3 days of paid natural disaster leave (pro-rata if you are part-time) payable at your Base Rate of Pay for the hours you are normally rostered to work. The penalties provided in **clauses 3.3, 4.9.5, 4.5.4 and A3.4** do not apply. This leave does not accumulate from year to year.

### 9.4 Jury Service Leave

- 9.4.1 You will be entitled to time off when you are required to attend jury service.
- 9.4.2 You must provide Us with notice as soon as practicable.

- 9.4.3 If you are attending for jury service (including selection), you 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 4.3.1**.
- 9.4.4 To receive payment for jury service leave, you must provide Us with:
- (a) proof of your requirement to attend jury service;
  - (b) proof of attendance; and
  - (c) proof of jury fees received for such service.
- 9.4.5 If you are a permanent team member, you will be paid the difference between jury service fees received and your Base Rate of Pay, plus penalty payments that you would have received for your ordinary rostered hours had you not been on jury service.
- 9.4.6 If you are a permanent team member and you are required to attend for jury service during annual leave, you will be entitled to have your annual leave entitlement re-credited, as provided in **clause 6.1.8**.
- 9.4.7 If you are a casual team member, you may be entitled to payment, in accordance with the relevant State or Territory legislation.

## 9.5 Emergency Services Leave

- 9.5.1 You can take time off to attend to emergency management activities if you are involved in recognised voluntary emergency services (such as the SES and firefighting).
- 9.5.2 In respect of accessing emergency services leave to attend emergencies in the local area:
- (a) We will not unreasonably restrict you from accessing this leave; and
  - (b) you will not unreasonably access this leave.
- 9.5.3 If you are a permanent team member attending emergencies outside of the local area, you are entitled to a maximum of 2 paid days of emergency services leave. We may approve additional paid leave, depending on the seriousness of the emergency (e.g., major bushfire).
- 9.5.4 You must provide Us with notice as soon as practicable and keep Us informed about the time off needed.
- 9.5.5 If you are a permanent team member, you must provide Us with supporting documentation as evidence of your requirement to take emergency services leave.
- 9.5.6 If you are a permanent team member, you will be paid emergency services leave at your Base Rate of Pay for the hours you are normally rostered to work. The penalties provided in **clauses 3.3, 4.9.5, 4.5.4** and **A3.4** do not apply.
- 9.5.7 If you are a casual team member, you can access unpaid emergency services leave.

## 9.6 Defence Service Leave

- 9.6.1 If you are a Defence Reservist, you are entitled to be absent from work to undertake all types of Defence service. You must provide notice to Us at least 1 month prior to the period of leave, including the start and finish dates.
- 9.6.2 If you are a permanent team member required to attend full-time training to prepare for Defence service, you will be paid the difference between the payment received in respect of your attendance and your Base Rate of Pay for the hours you are normally rostered to work.
- 9.6.3 For other types of Defence service, if you are a permanent team member you are entitled to unpaid Defence service leave.
- 9.6.4 If you are a casual team member, you are entitled to unpaid Defence service leave.



## PART 10 – FLEXIBILITY

### 10.1 How can I change the Agreement to fit to my needs?

- 10.1.1 We may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement as they apply to you, if:
- (a) the IFA deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the IFA meets the genuine needs of you and Coles; and
  - (c) the IFA is genuinely agreed to by you and Coles.
- 10.1.2 We must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in you being better off overall than if no IFA was made.
- 10.1.3 We must ensure that the IFA:
- (a) is in writing; and
  - (b) includes your name and Coles; and
  - (c) is signed by an authorised representative of Coles and you, (or signed by your parent or guardian if you are under 18); and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the IFA; and
    - (ii) how the IFA will vary the effect of the terms; and
    - (iii) how you'll be better off overall in relation to the terms and conditions of your employment as a result of the IFA; and
  - (e) states the day on which the IFA commences.
- 10.1.4 Coles must give you a copy of the IFA within 14 days after it is agreed to.
- 10.1.5 You or Coles may terminate the IFA:
- (a) by giving no more than 28 days' written notice to the other party to the IFA; or
  - (b) if you and Coles agree in writing – at any time.

## PART 11 – CONSULTATION & WORKPLACE CHANGE

### 11.1 Consultation about major workplace change

#### 11.1.1 What is major workplace change?

A major workplace change is where:

- (a) We have made a definite decision to introduce major changes in production, program, organisation, structure or technology; and
- (b) that change is likely to have significant effects on team members.

#### 11.1.2 Significant effects include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of our workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of hours of work;
- (e) the need for retraining or transfer of team members to other work or locations; and
- (f) the restructuring of jobs.

#### 11.1.3 Where this Agreement makes provision for changes of any of these matters, the change is deemed not to have significant effect.

#### 11.1.4 Consultation process

- (a) **Notification:** Where We have made a definite decision to introduce major workplace change, We must notify the team members who may be affected by the proposed change and their representatives, if any.
- (b) **Discussion:**
  - (i) As early as practicable after we've made a definite decision to make the change referred to in **clause 11.1.1**, We must discuss with the affected team members and their representatives, if any:
    - (A) the introduction of the changes referred to in **clause 11.1.1**;
    - (B) the effects the changes are likely to have on team members; and
    - (C) measures to avert or mitigate the adverse effects of such changes on affected team members.
  - (ii) We must give prompt consideration to matters raised by you and/or your representatives in relation to the changes.
  - (iii) For the purposes of such discussion, We must provide all relevant information to affected team members in writing (including to their representatives, if any) including:
    - (A) the nature of the changes proposed;
    - (B) the expected effects of the changes on team members; and
    - (C) any other matters likely to affect team members.
- (c) We are not required to disclose confidential information if the disclosure would be contrary to our interests.

### 11.2 Consultation about changes to your roster or hours of work

#### 11.2.1 This clause should be read in conjunction with **clause 4.6** (Notification and changes to rosters).

#### 11.2.2 If We propose to change your regular roster or ordinary hours of work, We must consult with you and your representatives, if any, about the proposed change.

#### 11.2.3 We must:

- (a) provide you and your representatives, if any, information about the proposed change (for example, information about the nature of the change to your regular roster or ordinary hours of work and when that change is proposed to commence);

- (b) invite you and your representatives, if any, to give your views about the impact of the proposed change (including any impact in relation to your family or caring, or study responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that you or your representatives have provided.

11.2.4 The requirement to consult under this clause does not apply if you have irregular, sporadic or unpredictable working hours.

11.2.5 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## PART 12 - UNION RECOGNITION

### 12.1 Freedom of Association and Noticeboards

- 12.1.1 We recognise the SDA and the AWU, in relation to the AWU's coverage in North Queensland, as being Unions that have coverage of team members who are covered by this Agreement.
- 12.1.2 We support freedom of association, including acknowledging the right of every team member to join the SDA/AWU and to remain a member of the SDA/AWU, including the right of new team member/s to consider and have explained the benefits of SDA/AWU membership, workplace rights and this Agreement, by the SDA/AWU.
- 12.1.3 Upon authorisation from a team member, We will deduct a team member's relevant SDA/AWU membership contribution in accordance with its existing practices and the SDA/AWU rules.
- 12.1.4 The SDA/AWU will continue to have the right to place official union notices on store noticeboards.

### 12.2 SDA/AWU Union Delegates

- 12.2.1 A team member appointed or elected by the SDA/AWU as a Union delegate will be entitled to represent the industrial interests of the team members they have been appointed or elected to represent, including in any dispute with Us. We will recognise such team members as a Union delegate.
- 12.2.2 Where a team member is acting in their capacity as a Union delegate, We will:
  - (a) Recognise and deal with the Union delegate;
  - (b) Not knowingly or recklessly make a false or misleading representation to the Union delegate; and
  - (c) Allow the exercise of the rights of the Union delegate under this Agreement and the Act, without hinderance or obstruction.
- 12.2.3 A Union delegate is entitled to reasonable communication with team members and will be provided with reasonable access to the workplace and workplace facilities.

### 12.3 SDA/AWU Union Delegate Training

- 12.3.1 Union delegates within Coles Supermarkets Retail Operations will be granted leave with pay of up to 6 paid shifts per store (or more as agreed with the relevant manager), per year to attend training courses conducted or approved by the SDA/AWU.
- 12.3.2 Union delegates within Coles Liquor Retail Stores will be granted leave with pay of up to 2 paid shifts per store, per year to attend training courses conducted or approved by the SDA/AWU.
- 12.3.3 The SDA/AWU will provide Coles Supermarkets with 28 days' notice, and Coles Liquor 35 days' notice, before the training date/s and notify Us of the details of courses delegates have applied to attend. Payment for attendance at the course will be in accordance with the roster that would have been worked on the day of the training. We will not pay for a Union delegate to attend training which falls on a day the Union delegate is not rostered to work.
- 12.3.4 Other unpaid delegates' leave may be agreed with Us, at its discretion, to undertake specific SDA/AWU projects.

## PART 13 - DISPUTE RESOLUTION

### 13.1 What is the process for resolving disputes?

- 13.1.1 This clause sets out a process to settle a dispute:
- (a) about a matter arising under the Agreement; or
  - (b) in relation to the NES; or
  - (c) concerning any other matter agreed to between Us.
- 13.1.2 **Representatives**
- (a) Any party to a dispute may appoint a representative of their choice for the purposes of the procedures in this clause.
  - (b) So as to avoid doubt, a Union may initiate a dispute under this clause on behalf of a Union member(s) in respect of whom they are entitled to represent the industrial interests.
- 13.1.3 **Step 1:** In the first instance, you must try to resolve the dispute at the workplace level, by discussions between you and relevant supervisors and/or management.
- 13.1.4 **Step 2:** If the dispute is still unresolved, after you've put the dispute in writing, an appropriate Coles representative will assist in resolving the dispute. You may appoint a team member representative to represent you in relation to the dispute.
- 13.1.5 **Step 3:** If the dispute is still unresolved, a senior representative of Coles or another authorised representative of Coles will become involved. You and/or your representative will meet as required with Coles' representatives.
- 13.1.6 **Step 4:** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- (a) The FWC may deal with the dispute in 2 stages:
    - (i) 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
    - (ii) if the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute by declaration.
  - (b) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
  - (c) A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 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.
- 13.1.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) you must continue to perform as you would normally unless you have a reasonable concern about an imminent risk to your health or safety; and
  - (b) you must comply with a direction We give you to perform other available work at the same workplace, or at another workplace, unless the work is not safe.
- 13.1.8 If there is a dispute relating to changes to rosters under **clause 11.2** or **clause 4.6**, until the dispute is resolved work will continue in accordance with your roster immediately prior to the dispute arising. If the dispute does not relate to changes to rosters, **clause 13.1.7** will apply.

## PART 14 – LEAVING COLES

### 14.1 How much notice of termination needs to be given?

14.1.1 If you are a permanent team member, We must provide the following period of written notice to end your employment:

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

14.1.2 Notice isn't required to be provided if:

- (a) your fixed (maximum) term contract comes to an end; or
- (b) your employment is terminated for serious misconduct, in accordance with the NES.

14.1.3 If you are a permanent team member, you can resign by giving 1 weeks' notice in writing.

14.1.4 If you don't give Us the required notice and you are at least 18 years old, We may withhold from any payment due to you, an amount not more than what you would have been paid under this Agreement in respect of the period of notice you did not give.

14.1.5 If We have given you notice of termination, you may take up to 1 paid day off to look for another job. The time off is to be taken at times that are convenient to you and Coles after consultation with your line manager.

### 14.2 What happens if my role is redundant?

14.2.1 Except as otherwise provided for in this Agreement, redundancy is as provided for in the NES.

14.2.2 **Discussions before terminations (to be read in conjunction with [clause 11.1](#))**

- (a) After We have 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, We will hold discussions with:
  - (i) affected team members; and
  - (ii) the registered organisations known to Coles as having members and who are entitled to represent the industrial interests of the team members concerned.
- (b) 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 terminations;
  - (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
  - (vi) when the terminations are likely to occur.
- (c) All relevant information will be provided in writing to the team member(s) concerned and the registered organisations as defined in [clause 14.2.2\(a\)\(ii\)](#).
- (d) However, We will not be required to disclose confidential information which would negatively impact our interests.

#### 14.2.3 **Transfer to lower paid duties**

If you are transferred to a lower paid classification due to redundancy, you are entitled to the same notice period as if your employment had been terminated. We can make payment instead of notice. Where this occurs, you'll be paid the difference between your former Base Rate of Pay and your new Base Rate of Pay in lieu of notice.

#### 14.2.4 **If you want to leave during your notice period**

If you are given notice of termination due to redundancy, you may terminate your employment during the period of notice. If you do so, you are entitled to receive the benefits and payments you would have received under this clause if you had remained in employment until the expiry of the notice period. However, you won't be entitled to payment for notice you didn't work.

#### 14.2.5 **Job search entitlement**

- (a) If We have given you notice of termination when your role is made redundant, you may take up to 1 paid day off during each week of notice to look for another job.
- (b) If you've been allowed paid leave for more than 1 day in accordance with (a) above, and We request, you must provide proof of attendance at an interview (a statutory declaration is sufficient). If you are unable to provide this, you will not be entitled to payment for the time absent.
- (c) This entitlement applies instead of **clause 14.1.5**.

#### 14.2.6 **Your redundancy pay**

- (a) Unless one of the exclusions in **clause 14.2.6(b), 14.2.7 or 14.2.8** applies, if your role is made redundant and your employment is terminated as a consequence, you will receive the following amounts of redundancy pay (instead of the amounts set out in section 119(2) of the Act):

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

- (b) You will not be entitled to redundancy pay under **clause 14.2.6(a)** if:
  - (i) you are a fixed term team member who has been engaged for a specified period of time, for a specified task, or for the duration of a specified season;
  - (ii) your employment is terminated because of serious misconduct;
  - (iii) you are a casual team member;
  - (iv) a training arrangement (other than an apprenticeship) applies to you and your employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; or
  - (v) you are an apprentice.

#### 14.2.7 **Acceptable alternative employment**

If We obtain other acceptable employment for you (unless there is a transfer of business), We may apply to the FWC to reduce the amount of redundancy pay you are entitled to, to a specified amount that the FWC considers appropriate (which may be nil).

#### 14.2.8 **Changing redundancy pay**

- (a) You won't be provided with redundancy pay (as provided in **clause 14.2.6**) if:



- (i) You accept an offer of employment made by another employer which results in a transfer of employment (as defined in 22(7) of the Act) and that employer recognises your period of service with Coles; or
- (ii) Subject to any order by the FWC to the contrary under section 122(4) of the Act, you reject an offer of employment made by another employer that:
  - (A) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, your terms and conditions of employment with Us immediately before the termination; and
  - (B) recognises your period of service with Us; and
  - (C) would have resulted in a transfer of employment (as defined in section 22(7) of the Act) had you accepted the offer.
- (b) If you've been provided with other acceptable employment at a related entity of Coles, your entitlements to personal leave, annual leave and long service leave will be transferred to the new employer.

## A1. APPENDIX 1 – DEFINITIONS

**"Act"** means the *Fair Work Act 2009* (Cth) (as amended from time to time).

**"Adopted Child"** for the purposes of adoption in **Part 8** means a child who:

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

**"Agreement"** means the *Coles Retail Enterprise Agreement 2024*.

**"AWU"** means the Australian Workers' Union (Queensland branch).

**"Base Rate of Pay"** means the minimum hourly pay rate for a relevant classification stated in **clause 3.1**, or as adjusted by **clause 3.4** as applicable.

**"Child"** means a child in respect of which:

- (a) a team member has given birth;
- (b) a team member's spouse has given birth;
- (c) another person has given birth under a surrogacy or equivalent arrangement and in respect of whom a team member or the team member's spouse has been granted legal parental authority.

**"Coles Liquor"** means Liquorland (Australia) Pty Ltd (ABN 82 007 512 414).

**"Coles Liquor Retail Stores"** means Coles Liquor retail stores (or similar establishments) that sell packaged liquor (including but not limited to those stores trading as Liquorland, First Choice Liquor Market and Vintage Cellars, and those stores that are physically adjacent to a hotel).

**"Coles Supermarkets"** means Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708).

**"Coles Supermarkets Retail Operations"** includes online, home delivery, and all departments within supermarkets.

**"Continuous service"** for the purpose of leave accruals includes service with Coles from the date of engagement, but will not include in any year of accrual:

- (a) Unauthorised absences of more than 1 week; or
- (b) Authorised unpaid absences of more than 1 week (unless otherwise required by law).

**"Eligible Casual"** for the purposes of **clause 8.1.4** means a team member who:

- (a) has a reasonable expectation of ongoing work with Coles had it not been for the birth or adoption; and
- (b) is engaged on a regular and systematic basis (i.e. at least 1 start per fortnight) for an ongoing period of at least 12 months immediately before starting parental leave; or
- (c) was engaged on a regular and systematic basis for 2 engagements and the combined length of the first and second period of employment is 12 months subject to the following:
  - (i) the sequence of periods during the first period of employment was less than 12 months and the employment ended at the team member's initiative; and
  - (ii) the sequence of periods during the second period of employment started at least 3 months following the end of the first period of employment.

**"Found Family"** means where the team member is out of contact with a member or members of their Immediate Family, and there is another person with whom the team member has a genuine relationship of identifiable equivalent significance.

**"FWC"** means the Fair Work Commission or its successor.

**"GRIA"** means the *General Retail Industry Award 2020* (as amended from time to time) or its replacement.

**"Immediate Family"** means a team member's:

- (a) spouse (including former spouse). This includes persons in a same sex relationship;
- (b) de facto partner (including former de facto partner). This includes persons in a same sex relationship;
- (c) child (including step, adopted, ex-nuptial or foster child);
- (d) parent (including step-parent);
- (e) father and mother-in-law;
- (f) grandparent (including grandparent-in-law);
- (g) grandchild (including grandchild of a spouse);
- (h) siblings;
- (i) brother and sister-in-law;
- (j) Found Family;
- (k) any other minor person whom a team member has custody or care of as a result of a Court order; or
- (l) a person related to the team member according to community kinship rules, including Aboriginal, and Torres Strait Islander kinship relationships.

**"NES"** means the National Employment Standards.

**"Permanent team member"** means either a full-time or part-time team member.

**"Pre-parental Leave Position"** means the position held by a team member:

- (a) immediately before starting leave or part-time employment under **Part 8**, whichever occurs first; or
- (b) immediately before transferring to a safe job in accordance with the NES.

**"Roster Choice"** is a mechanism for a team member to reach agreement with Coles to vary some of the rules for a team member's roster.

**"SDA"** means the Shop, Distributive and Allied Employees' Association.

**"SWS"** means supported wage system.

**"Team member"** means an employee of Coles Supermarkets or Coles Liquor.

**"Tradesperson"** means a team member who is qualified to perform a trade and is engaged to perform that trade.

**"Union"** means an organisation registered as such under the *Fair Work (Registered Organisations) Act 2009* (Cth) that is entitled to represent the industrial interests of team members covered by this Agreement.

**"We"** or **"Us"** or **"Coles"** means Coles Supermarkets Australia Pty Ltd or Liquorland (Australia) Pty Ltd.

## A2. APPENDIX 2 – CLASSIFICATIONS

### A2.1 Job Titles and typical tasks

A2.1.1 So as to avoid doubt, a team member who has been provided with suitable training and/or has suitable knowledge or experience may be required to undertake tasks at a classification other than that which they are principally employed under. This will be in accordance with **clause 2.1.4 (Higher Duties)** if applicable.

### A2.2 Level 1 Team Member

- a. A team member performing one or more of the following functions in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores:

the receiving and preparation for sale and/or display of goods in or about any shop;	window dressing and merchandising;
the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;	loss prevention;
the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;	demonstration of goods for sale, including conducting customer tastings;
the sale or hire of goods by any means;	the provision of information, advice and assistance to customers;
the receiving, arranging or making payment by any means;	the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;
the recording by any means of a sale or sales;	all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services;
the wrapping or packing of goods for despatch and the despatch of goods;	Clerical assistant Level 1 functions; or
the delivery of goods;	work which is incidental to or in connection with any of the above.

- b. Team members will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning.
- c. Indicative job titles which are usually within the definition of a Level 1 Team member are:

assembler	store team member or Salesperson
check out operator	store worker
clerical assistant	telephone order salesperson
demonstrator and/or merchandiser not elsewhere classified (including a demonstrator and/or merchandiser who is not a direct employee of the retailer)	ticket writer (not qualified)
reserve stock hand	trolley collector
store greeter	

- d. **Clerical assistant** means a team member accountable for clerical and office tasks as directed within the skill levels set out in **clause A2.2(a)** above.
- Team members at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

- Such team members perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.
- Team members at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced team member's work may be subject to checking at all stages. The more experienced team member may be required to give assistance to less experienced team members in the same classification.
- Indicative typical duties and skills at this level may include:
  - i. reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;
  - ii. maintenance of basic records;
  - iii. filing, collating, photocopying etc;
  - iv. handling or distributing mail including messenger service;
  - v. recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or
  - vi. the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

### A2.3 Level 2 Team Member

- a. A team member performing work in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores at a higher skill level than a Level 1 team member.
- b. Indicative job titles which are usually within the definition of a Level 2 team member include:
  - Store Team Member (ride-on trolley collector);
  - Coles Services vehicle operator.

### A2.4 Level 3 Team Member

- a. A team member performing work in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores at a higher level than a Level 2 team member.
- b. Indicative tasks which might be required at this level are the following:
  - supervisory assistance to a designated section manager or team leader;
  - opening and closing of premises and associated security;
  - security of cash;
  - a team member who is required to utilise the skills of a trade (e.g. bakery) for the majority of the time in a week, and who has completed Coles nominated training, but who has not completed an appropriate trades course and does not hold an appropriate Certificate III;
  - the totality of duties and responsibilities that make up the role of a customer service agent employed within the online department; or
  - team members employed alone, with responsibilities for security and general running of a Coles Liquor Retail store.
- c. Indicative job titles which are usually within the definition of a Level 3 team member include:

cook (not qualified)	designated second-in-charge to a service supervisor
customer service agent	senior salesperson
designated second-in-charge of a section (i.e. senior sales assistant)	skilled non-tradesperson

## A2.5 Level 4 Team Member

- a. A team member performing work in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores at a higher level than a Level 3 team member.
- b. Indicative tasks which might be required at this level are the following:
- managing a defined section/department;
  - supervision of up to 4 sales staff (including self);
  - stock control;
  - buying or ordering, requiring the exercise of discretion as to price, quantity, quality etc.;
  - the functions of a clerical officer Level 2; or
  - a team member who is required to utilise the skills of a trades qualified person for the majority of the time in a week;
  - a team member who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work, or who has equivalent experience and is deemed by Coles to be competent in the trade.
- c. Indicative job titles which are usually within the definition of a Level 4 Team member include:

baker, pastry cook, florist, or butcher	service supervisor of up to 15 team members
nightfill supervisor/leader	shiftwork supervisor
section/department manager with up to 2 team members (including self)	

- d. **Clerical officer Level 2** characteristics:
- this level caters for the team members who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction;
  - team members at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the team member to exercise limited judgment and initiative within the range of their skills and knowledge;
  - the work of these team members may be subject to final checking and as required progress checking. Such team members may be required to check the work and/or provide guidance to other team members at a lower level and/or provide assistance to less experienced team members at the same level.
- e. **Clerical officer Level 2** indicative typical duties and skills may include:
- reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position;
  - operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter;
  - word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents;
  - maintenance of records and/or journals including initial processing and recording relating to the following:
 

i. reconciliation of accounts to balance;	iv. debit/credit items;
ii. incoming/outgoing cheques;	v. payroll data;
iii. invoices;	vi. petty cash Imprest System;
	vii. letters etc.;

- computer application involving use of a software package which may include 1 or more of the following functions:
  - i. create new files and records;
  - ii. spreadsheet/worksheet;
  - iii. graphics;
- accounting/payroll file;
- following standard procedures and using existing models/fields of information;
- arrange routine travel bookings and itineraries, make appointments;
- provide general advice and information on the organisation's products and services.

## A2.6 Level 5 team Member

- a. A team member performing work in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores at a higher level than a Level 4 team member.
- b. Indicative job titles which are usually within the definition of a Level 5 team member include:
  - a tradesperson in charge of other tradespersons within a section or department;
  - service supervisor (supervising more than 15 team members).

## A2.7 Level 6 Team Member

- a. A team member performing work in Coles Supermarkets Retail Operations or Coles Liquor Retail Stores at a higher level than a Level 5 team member.
- b. Indicative job titles which are usually within the definition of a Level 6 Team member include:
  - section/department manager with 5 or more team members (including self);
  - assistant or deputy or 2IC shop manager of a shop with departments/sections;
  - clerical officer level 3.
- c. **Clerical officer Level 3** characteristics:
  - team members at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Team members require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties;
  - such team members may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to team members in Levels 1 and 2 and would be able to train such team members by means of personal instruction and demonstration.
- d. **Clerical officer Level 3** indicative typical duties and skills may include:
  - prepare cash payment summaries, banking report and bank statements;
  - calculate and maintain wage and salary records;
  - follow credit referral procedures;
  - apply purchasing and inventory control requirements;
  - post journals to ledger;
  - provide specialised advice and information on the organisation's products and services;
  - respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills;
  - apply 1 or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
    - i. create new files and records;
    - ii. maintain computer based records management systems;



- iii. identify and extract information from internal and external sources;
- iv. use of advanced word processing/keyboard functions;
- arrange travel bookings and itineraries; make appointments; screen telephone calls;
- respond to invitations;
- application of specialist terminology/processes in professional offices.

# A3. APPENDIX 3 – COLES SUPERMARKETS ONLY TERMS & CONDITIONS

## A3.1 Applicability

A3.1.1 This Appendix applies only to Coles Supermarkets team members whilst employed in Coles Supermarkets Retail Operations.

## A3.2 Cessation of Top Up Payment Scheme

A3.2.1 The Top Up Payment Scheme of the *Coles Supermarkets Enterprise Agreement 2017* will cease as at the commencement of operation of this Agreement.

A3.2.2 In recognition of the cessation of this scheme, Coles will make a one-off payment no later than 1 December 2024 ("**Payment Date**") to Coles Supermarkets team members who are:

- (a) Still in receipt of Top Up payment/s on or after 1 July 2024; and
- (b) still employed at the Payment Date.

A3.2.3 The Top Up one-off payment will be of an amount equal to the total gross amount of Top Up payment/s received by that team member during pay periods from 1 July 2024 to 29 September 2024.

A3.2.4 Except in relation to this payment, no further Top Up payments will be made for the life of this Agreement.

## A3.3 Junior Rates

Adult rates start at 20 years of age. Junior team members will be paid the following percentage of the appropriate wage rate in **clause 3.1**:

Age	Percentages
19 years	80.5%
18 years	71%
17 years	61%
16 years	51%
Under 16 years	46.5%

## A3.4 Shiftworker Provisions – Baking Production Team Members

**Note:** This clause only applies to Team Members specifically employed by Coles as baking production shiftworkers under this Agreement.

- (a) A baking production team member who commences a shift at or after 2:00 am and before 6:00 am will be paid at the rate of 112.5% (137.5% for casuals) of the Base Rate of Pay.
- (b) A baking production team member who commences a shift prior to 2:00 am will be paid at the rate of 130% (155% for casuals) of the Base Rate of Pay.
- (c) The rates of pay for Saturday, Sunday and public holidays will be the same as for other shiftworkers as per **clause 4.5.4**.
- (d) These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and 9 hours per day.

## A3.5 Apprentices

A3.5.1 In accordance with the relevant State or Territory Training Authority, We may engage team members as:

- (a) an apprentice; or
- (b) a school-based apprentice; or
- (c) a trainee under the arrangements contained in the GRIA (as amended).

### A3.5.2 Apprenticeships (including competency-based apprenticeships)

- (a) Apprentices will be paid at the following rates:

Competency	Rate
Year 1	56% of Level 4 team member rate
Year 2	65.5% of Level 4 team member rate
Year 3	80.5% of Level 4 team member rate
Year 4	90% of Level 4 team member rate

- (b) Where a team member is undertaking a three-year apprenticeship, 100% of the Level 4 team member rate will apply in any fourth year.
- (c) The minimum Agreement rates of pay for apprentices aged 21 and over who commenced on or after 1 January 2014 and are in the first year of their apprenticeship must be 80% of the minimum rate for a Level 4 team member in **clause 3.1**, or the rate prescribed by the table above in **clause A3.5.2(a)** for the relevant year of the apprenticeship, whichever is the greater.
- (d) The minimum Agreement rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in **clause 3.1**, or the rate prescribed by the table above in **clause A3.5.2(a)** for the relevant year of the apprenticeship, whichever is the greater.
- (e) A team member employed by Coles under this Agreement immediately prior to entering into a training agreement as an adult apprentice with Coles must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the team member has been employed by Coles for at least 6 months as a full-time team member or 12 months as a part-time team member or regular and systematic casual team member immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in **clause 3.1** in which the adult apprentice was engaged immediately prior to entering into the training agreement.

### A3.5.3 Rates of pay — school-based apprentices

A school-based apprentice may complete their apprenticeship on a part-time basis. School-based apprentices will be paid the relevant rate as provided in **clause A3.5.2(a)**, which is determined by the progress of their apprenticeship.

### A3.5.4 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this Agreement apply to apprentices.
- (b) 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, Coles 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 Coles and the apprentice.
- (c) For the purposes of **clause A3.5.4(b)** above, 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 time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by Us under **clause A3.5.4(b)** may be reduced by an amount the apprentice is eligible to receive for travel 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 Coles has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in Coles' technical library) for the apprenticeship, which

are paid by an apprentice, shall be reimbursed by Coles within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress. Coles may meet its obligations by paying any fees and/or cost of textbooks directly to the RTO.

- (f) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (g) 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 for Coles for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions.
- (h) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

## **A3.6 Saved Provisions**

### **A3.6.1 Voluntary work on a Sunday**

- (a) Ordinary hours of work on a Sunday will be voluntary for all team members who were engaged in:
  - (i) a store at the time when Sunday trading lawfully commenced (or commences in the future) in that store; or
  - (ii) a store which, immediately prior to 2 March 1997, could not lawfully trade on a Sunday; or
  - (iii) NSW/ACT immediately prior to December 1991; or
  - (iv) Victoria immediately prior to 1 December 1996; or
  - (v) any other States and/or Territories immediately prior to 2 February 1994.
- (b) Where a team member is transferred:
  - (i) at their request to a store where Sunday trading is already lawful, Sunday work will no longer be voluntary for that team member at the new store; or
  - (ii) by Us from a non-Sunday trading store, to a store where Sunday trading is already lawful, Sunday work will remain voluntary for that team member at the new store.

### **A3.6.2 Voluntary work after 6pm on a Saturday**

Where a store does not trade after 6pm on a Saturday, work after this time will be voluntary for all team members engaged in such store prior to the commencement of the *Coles Supermarkets Enterprise Agreement 2017* and prior to when trading after 6pm on a Saturday becomes legal.

### **A3.6.3 Saved minimum hours per week**

Part-time team members engaged prior to 7 February 1994 who were entitled to a minimum of 12 rostered hours per week (48 hours averaged over a 4 week cycle) shall have this minimum provision maintained for the life of this Agreement.

### **A3.6.4 Saved provisions pick up**

- (a) Eligible team members under 1.10 of Appendix A under the *Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011* will continue to receive their preserved amount. The preserved amount will continue to be reduced by 50% of future wage rises payable under this Agreement until it has been fully absorbed.
- (b) Where a team member can demonstrate that a saved provision in the *Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Limited Retail Agreement 2011* applied to them and it is not contained in this Agreement such saved provision will continue to apply to the team member. This includes saved job titles.

### **A3.6.5 Buy-out of saved provisions**

- (a) By mutual agreement, We can make a payment to a team member to buy-out an entitlement to a saved provision in this Agreement.
- (b) The team member will respond to any offer by Us to buy-out the entitlement within 7 days of the offer being made.

- (c) Where a buy-out has occurred, such team member will no longer have an entitlement to the saved provision that has been bought out.

#### A3.6.6 **Part-time reduction of hours**

For team members whose hours were reduced under subclause 5.3.8 of the *Coles Supermarkets Australia Pty Ltd and Bi-Lo Pty Ltd Retail Agreement 2011*, such team members will have preference to additional permanent hours that become available in their store ahead of part-time team members who had no reduction in hours, casual team members and new part-time team members. Such team members will also have preference to additional hours that are not permanent.

#### A3.6.7 **Accident Pay – Victoria only**

Team members in Victoria who were employed continuously from immediately before the commencement of the *Coles Supermarkets Enterprise Agreement 2017* (i.e. 30 April 2018) shall continue to be eligible to receive accident pay whilst in receipt of compensation payable under the *Workplace Injury and Rehabilitation Act 2013* (Vic) (as amended) as follows:

- (a) The Company will make-up the difference between the accident compensation payment payable under the *Workplace Injury and Rehabilitation Act 2013* (Vic) (as amended) and the team member's usual weekly pay for the average rostered hours worked by the team member at the time of the accident.
- (b) 'Usual weekly pay' in relation to this clause will exclude additional remuneration by the way of attendance bonus payments, shift premiums, overtime payments, fares and travelling allowance, special rates or other similar payments.
- (c) This payment made by Us will be limited to a maximum of 39 weeks.
- (d) This clause shall not apply in respect of an injury suffered during the first 7 consecutive days (including non-working days) on which the team member is incapacitated.

#### A3.6.8 **Broken Hill Long Service Leave**

Long service leave provisions for team members who at the commencement of the *Coles Supermarkets Enterprise Agreement 2017* (i.e. 30 April 2018) were employed at the Coles store in Broken Hill, and continue to be employed at the Coles store in Broken Hill, shall be as per the *Long Service Leave Act 1955* (NSW), provided that long service leave will accrue on the basis of 1.3 weeks per year of service.

## A4. APPENDIX 4 – COLES LIQUOR ONLY TERMS & CONDITIONS

### A4.1 Applicability

A4.1.1 This Appendix applies only to Coles Liquor team members whilst employed in Coles Liquor Retail Stores.

### A4.2 Classifications

A4.2.1 Immediately upon commencement of operation of this Agreement, team members previously employed by Coles Liquor and covered by the *Coles Liquor Group Retail Agreement 2014* ("**2014 Liquor Agreement**") will be re-classified according to the classification structure described in **clause 2.1.3** and **Appendix A2** of this Agreement, as follows:

Classification under 2014 Liquor Agreement	Classification under this Agreement
Level 2 Team Member - Sales Assistant Level 2 Team Member - Sales Assistant (ex-LHG)	Level 1 Team Member
Level 1 Team Member - Senior Sales Assistant Level 1 Team Member - Senior Sales Assistant (ex-LHG)	Level 3 Team Member

### A4.3 Base Rate of Pay – Liquor Team Members

A4.3.1 If you are a Liquor team member who was employed by Coles Liquor and covered by the 2014 Liquor Agreement as a 'Level 2 Team Member Sales Assistant', 'Level 2 Team Member Sales Assistant (Ex-LHG)', or 'Level 1 Team Member Senior Sales Assistant' or 'Level 1 Team Member Senior Sales Assistant (ex-LHG)' immediately prior to commencement of operation of this Agreement, then despite **clause 3.1.1** you will not be paid less than the Base Rate of Pay to which you were entitled under the 2014 Liquor Agreement for that classification whilst you remain in that classification (as varied by **Appendix 4, clause A4.2.1**).

A4.3.2 If **Appendix 4, clause A4.3.1** applies to you, this means that you will be paid the higher of:

- The Base Rate of Pay set out in **clause 3.1.1** of this Agreement (increased in accordance with **clause 3.4.1**); or
- The base rate of pay to which you were entitled under the 2014 Liquor Agreement immediately prior to the commencement of operation of this Agreement, which will be preserved by Coles until such time that you change classification, or the Base Rate of Pay in **clause 3.1.1** of this Agreement (increased in accordance with **clause 3.4.1**) matches or exceeds that rate. After that time, as of the first pay period on or after 1 July, you will be paid the Base Rate of Pay set out in **clause 3.1.1** ((increased in accordance with **clause 3.4.1**).

A4.3.3 The effect of **clauses A4.3.1** and **A4.3.2** above is that:

- existing Liquor team members on the 'Level 2 Team Member Sales Assistant' classification under the 2014 Liquor Agreement will receive a base rate of pay increase of the full amount awarded by the Fair Work Commission in the 2024 Annual Wage Review process from the first pay period after 1 July 2024, minus 0.5 per cent. This will align the base rate of pay to the Level 1 Base Rate of Pay under this Agreement. The team member will then be entitled to wage increases in July 2025, July 2026 and July 2027 in accordance with **clause 3.4.1**.
- Existing Liquor team members on the 'Level 2 Team Member Sales Assistant (Ex-LHG)', 'Level 1 Team Member Senior Sales Assistant' or 'Level 1 Team Member Senior Sales Assistant (ex-LHG)' classification under the 2014 Liquor Agreement will not receive a wage increase until and unless the applicable rate set out in **clause 3.1.1** (increased annually in accordance with **clause 3.4.1**) exceeds their base rate of pay for their classification under the 2014 Liquor Agreement (being \$26.68, \$27.93 and \$27.93 respectively). The team member will then be entitled to wage increases in accordance with **clause 3.4.1**.

A4.3.4 If you are a Liquor team member who commences employment with Coles Liquor after the commencement of operation of this Agreement, then you will be paid in accordance with the Base Rates of Pay set out in **clause 3.1.1** (increased in accordance with **clause 3.4.1**).

A4.3.5 If you are a Liquor team member who was employed by Coles Liquor and covered by the 2014 Liquor Agreement as a 'Level 2 Team Member Sales Assistant', 'Level 2 Team Member Sales Assistant (Ex-LHG)' or 'Level 1 Team Member Senior Sales Assistant' immediately prior to commencement of operation of this Agreement, who following the commencement of operation of this Agreement changes classifications, then

you will be entitled to be paid in accordance with the Base Rates of Pay set out in **clause 3.1.1** (increased in accordance with **clause 3.4.1**) for your new classification.

## A4.4 Allowances

### A4.4.1 Liquor Licence Allowance

- (a) A Coles Liquor team member who holds a liquor licence under a relevant State or Territory law will be paid a flat amount of \$30.85 per week.
- (b) This allowance will increase during the nominal term of this Agreement to match the equivalent allowance under the GRIA.

### A4.4.2 Location Allowances

- (a) Coles Liquor team members who are in receipt of a Location Allowance at the commencement of operation of this Agreement will continue to receive the Location Allowance whilst engaged in stores in the locations specified below, for the duration of this Agreement. The applicable Location Allowances are as follows:

State/Territory	Store Number and Name	Weekly Location Amount
NT	2478 Oasis Palmerston	\$21.52
	3050 Palmerston	
NT	2694 Darwin	\$21.52
NT	3054 Casuarina - Coles	\$21.52
	3061 Casuarina -Bilo	
NT	3362 Coolalinga	\$21.52
NT	3057 Mitchell Centre	\$21.52
NT	2871 Pinelands	\$21.52
NT	3056 North Lakes	\$21.52
NT	3058 Alice Springs	\$21.52
WA	3241 Kalgoorlie - Brookman	\$10.60
	3250 Kalgoorlie - Hannans	
WA	3253 Broome Chinatown	\$39.90
	3256 Broome Seaview	
WA	3260 Tom Price	\$32.20
WA	3385 South Hedland	\$34.60
WA	5105 Esperance	\$7.10
WA	5111 Boulder	\$10.60

- (b) The Location Allowance will not apply to Coles Liquor team members who commence their engagement in stores in the locations specified above after the commencement of operation of this Agreement.
- (c) Location Allowances stated above will not increase throughout the life of this Agreement.

## A4.5 Breaks

### A4.5.1 Meal break

- (a) Coles Liquor team members will be entitled to meal breaks in accordance with **clause 4.8** of this Agreement.
- (b) However, a Coles Liquor team member may agree to work up to 6 hours before taking a meal break of at least 30 minutes but not more than 60 minutes.
- (c) Coles Liquor team members may revoke their agreement by giving at least 1 week's notice.



## A5. APPENDIX 5 – SUPPORTED WAGE

### A5.1 Team members employed under a supported wage

A5.1.1 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.

A5.1.2 In this Appendix:

- **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 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 Agreement for the class of work for which a team member is engaged;
- **supported wage system** ("SWS") means the Commonwealth Government system to promote employment for 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](http://www.jobaccess.gov.au);
- **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.

### A5.2 Eligibility criteria

A5.2.1 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, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

A5.2.2 This Appendix does not apply to any existing team member who has a claim against Coles which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their employment.

### A5.3 Supported wage rates

A5.3.1 Team members to whom this Appendix applies will be paid the applicable percentage of the relevant Base Rate of Pay according to the following Appendix:

Assessed capacity (see clause A.5.4) %	Relevant minimum wage (as percentage of Base Rate of Pay in clause 3.1)
10	12
20	22
30	31.5
40	41.5
50	51
60	61
70	71
80	80.5
90	90

A5.3.2 Provided that the minimum amount payable must be not less than \$110 per week.

- A5.3.3 Where a team member's assessed capacity is 10%, they must receive a high degree of assistance and support.

## **A5.4 Assessment of capacity**

- A5.4.1 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 Coles and the team member and, if the team member so desires, a Union which the team member is eligible to join.
- A5.4.2 All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by Coles as a time and wages record in accordance with the Act.

## **A5.5 Lodgement of SWS wage assessment agreement**

- A5.5.1 All SWS wage assessment agreements under the conditions of this Appendix, including the appropriate percentage of the relevant Base Rate of Pay to be paid to the team member, must be lodged by Coles with the FWC.
- A5.5.2 All SWS wage assessment agreements must be agreed and signed by the team member and Coles parties to the assessment. Where a Union which has an interest in this Agreement 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.

## **A5.6 Review of assessment**

- A5.6.1 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.

## **A5.7 Other terms and conditions of employment**

- A5.7.1 Where an assessment has been made, the applicable percentage will apply to the relevant Base Rate of Pay only. Team members covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as other team members covered by this Agreement on a pro rata basis.

## **A5.8 Workplace adjustment**

- A5.8.1 If Coles wishes to employ a team member under the provisions of this Appendix, it 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 team members in the area.

## **A5.9 Trial period**

- A5.9.1 In order for an adequate assessment of the team member's capacity to be made, Coles 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 4 weeks) may be needed.
- A5.9.2 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.
- A5.9.3 The minimum amount payable to the team member during the trial period must be no less than \$110 per week.
- A5.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- A5.9.5 Where Coles 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 A5.4**.

## A6. SIGNATORIES

Signed for and on behalf of **Coles Supermarkets Australia Pty Ltd and Liquorland (Australia) Pty Ltd:**

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:

Signed for and on behalf of the **Australian Workers 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: