

**SDA COLES
AGREEMENT 2017**

PROTECT TAKE-HOME PAY

IMPROVE PENALTY RATES

SECURE HARD-WON
SDA UNION CONDITIONS

SDA COLES AGREEMENT SUMMARY DOCUMENT

Following extensive negotiations Coles and the SDA have agreed on a draft new Enterprise Agreement.

It is now time for employees to consider the proposed Agreement and then vote on it.

The SDA negotiated with four key priorities, endorsed by SDA Delegates and Shop Stewards from stores throughout Australia. These were achieved.

- » Protect take-home pay
- » Improve penalty rates
- » Secure hard-won SDA Union conditions
- » Ensure pay rises for everyone

**We believe
the proposed
Agreement delivers
an outcome
consistent with our
four key priorities.
It contains:**

- ✓ Protections for take-home pay of current employees
- ✓ Improved late night, Saturday and Sunday penalty rates and an above award rate of pay
- ✓ Most of the superior SDA conditions from the current Agreement
- ✓ Pay rises for all employees

The proposed Agreement however represents a significant change in conditions of employment at Coles.

The proposed Agreement is based on a framework consistent with the General Retail Industry Award (GRIA).

The SDA worked hard to secure a wage structure that protects existing staff and ensure wage increases into the future.

Without a new Agreement Coles workers may revert to the Award with no take-home pay protections and all over-Award conditions lost.

The proposed Agreement is to commence either from the 30th April 2018 or the date approved by FWC , whichever is the later and continues until 30th April 2020.

This Agreement will cover all retail store team members including Coles online and Coles services but will not cover team members predominantly employed in the Meat Departments.

On the following pages is a summary of some of the terms and conditions in the proposed new Agreement.

One off Cash payment

The SDA was able to win a Cash bonus to be paid to Team members who were employed on or before 30 June 2017.

The bonus is a cash payment of \$475 (less tax) for full time employees. A pro rata amount will be paid to part time and casual employees based on the average number of hours worked between 5th June and 1st October 2017.

The bonus will be paid if there is a successful vote for the proposed Agreement.

To receive the cash bonus the team member must stay employed with Coles until the date of the successful vote.

The cash bonus recognises that employees have not had a pay rise in 2017 and compensates employees employed on or before 30 June 2017 for this.

The proposed date for voting declaration is the end of February which would mean that the bonus could be paid before the end of March 2018.

Different wage rates and penalties but Protection of take home pay

The new Agreement has a different wage structure which means there needs to be protection for many existing employees' current take home pay.

EXISTING EMPLOYEES WILL HAVE THEIR TAKE HOME PAY PROTECTED AND RECEIVE A SHARE OF THE WAGE INCREASES.

Employees employed prior to the successful vote for the proposed Agreement, will not have their average take home pay reduced. These team members will qualify for the 'Top Up Payment' scheme with a protected pay rate.

- » Existing employees employed at the time of the positive vote will be paid either the new Agreement rate including penalty rates; or the protected pay rate (calculated on your current average pay with existing higher base pay rates) whichever is the higher. Every week you will receive the higher weekly amount of the new rates with penalties or your protected pay rate multiplied by the hours worked that week.
- » New employees will be on the agreement wage rates and penalties. These new rates are higher than under the General Retail Industry Award.

As there is a lower base rate with higher penalty rates in the proposed Agreement, this is why there is protection from having pay currently received dramatically reduced. This will be done using a mechanism called 'Top Up Payment'.

Top up Payment

To ensure that no existing employee (employed at the date of a positive vote on the proposed Agreement) suffers any reduction in pay for the same hours of work, the proposed Agreement contains a "Top Up Payment" scheme. To operate this scheme, the Company will calculate a "Protected Pay Rate" for each existing employee.

An employee's Protected Pay Rate is calculated by dividing the total amount earned by the employee in the previous twelve months by the total number of hours worked or taken as paid leave in that twelve month period. (excluding LSL and Emergency Services) This produces an hourly rate of pay that is the employee's Protected Pay Rate.

Then each week the scheme calculates the total amount you would earn under the terms of the proposed Agreement for the hours you have worked in the week and divides this by the number of hours you have worked to obtain an hourly average called the Agreement Pay Rate.

If the Protected Pay Rate is higher than the Agreement Pay Rate then, in addition to what you have earned under the terms of the new Agreement, you will be paid a top up of the difference between the two multiplied by the number of hours worked. This will appear as a separate entry on your pay slip.

If the Agreement Pay Rate is higher you will receive the amount that you have earned under the terms of the new Agreement and no top up is payable.

Each employee will have a different protected pay rate because it will depend on your average pay over 12 months. But it will ensure that no-one is worse off as the transition to a new wages model occurs, and provide pay rises for all.

The Top-up Payment Scheme will be managed and funded centrally, meaning store budgets are not affected by its operation.

Coles is also engaging KPMG to conduct an independent audit on the Top Up Payment Scheme.

A separate Q and A on the Top Up Payment scheme is available.

Wage rates

Employees*		
*Employed after the date of positive vote on agreement		
Level 1 team member	\$20.55	\$780.90
Level 2 team member	\$21.04	\$799.52
Level 3 team member	\$21.37	\$812.06
Level 4 team member	\$21.79	\$828.02
Level 5 team member	\$22.68	\$861.84
Level 6 team member	\$23.02	\$874.76

The proposed rates of pay include Laundry Allowance

Employees employed on or before the day of the positive vote on the agreement maintain their current rates and have the Top Up Scheme apply to ensure their average pay is not reduced.

Wage Rate Increases

The agreement rates will be increased by FWC Annual Wage Review percentage increase in July each year.

Employees who are on the top up pay scheme and will receive half of the FWC increase (eg 50%) to their protected pay rate each July.

Span of Ordinary hours

Monday to Saturday	7am – 11pm
Sunday	9am – 11pm

Day of week	Time of day	Full and part time	Casual (incl casual loading)
Monday – Friday	6pm – 11pm	25%	25%
Saturday	7am – 6pm	25%	35%
Saturday	6pm – 11pm	25%	25%
Sunday	9am - 11pm	95% (from 1 July each year this penalty will reduce in line with the %'s in the FWC determination PR 593953)	95% (from 1 July each year this penalty will reduce in line with the %'s in the FWC determination PR 593953)
Public Holidays	7am - 11pm, If a Sunday 9am – 11pm	125%	150%

Penalties

Day of week	Time of Day	Full and part-time	Casual (incl. casual loading)
Monday-Friday	6pm-11pm	25%	25%
Saturday	7am-6pm	25%	35%
Saturday	6pm-11pm	25%	25%
Sunday	9am-11pm	95% (from 1 July each year this penalty will reduce in line with %'s in the FWC determination PR 593953)	95% (from 1 July each year this penalty will reduce in line with %'s in the FWC determination PR 593953)
Public Holidays	7am-11pm. If a Sunday 9am-11pm	125%	150%

Working hours outside the span

A team member may agree to work hours outside the span of ordinary hours and have these hours count as part of their ordinary hours of work instead of as overtime hours. Rates of pay will be equivalent to overtime rates for these hours plus superannuation and leave accruals will be applied, which do not occur when working overtime. Coles or the team member may withdraw this agreement with 28 days written notice or shorter notice if mutually agreed

Example: Daniella a Full-timer agrees to work 11pm to Midnight Monday to Thursday and have these 4 hours as part of her ordinary hours of work (ie part of her 152 hours over 4 weeks). These 4 hours a week are paid at the overtime rate of 150%. The 4 hours count for leave accruals such as annual leave and sick/carers leave. She also receives superannuation on these hours at the overtime rate.

Shiftwork

The proposed Agreement introduces Shiftwork provisions. Team members need to be engaged specifically as a Shiftworker by Coles. Currently no team member is a shiftworker. The Shiftwork clause is provided below.

Shiftworkers receive different penalty rates and their hours of work are restricted so that a shift has to start after 6pm and must finish after 11pm but before 5am the next day (except early morning baking shifts that start between 2am and 6am).

1.1.1 Application of clause

- a. *This clause will apply only to persons specifically engaged by Coles as shiftworkers under this Agreement.*
- b. *This clause does not apply to a team member who is engaged by Coles as a non shiftworker and who does additional hours or overtime.*

1.1.2 General operation of the Agreement

Unless specifically modified by or contrary to the operation of this clause all provisions of this Agreement apply to shiftworkers.

1.1.3 Shiftwork definition—other than baking production team members

- a. For the purposes of this clause shiftwork means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.
- b. Shiftwork does not include a shift which starts and finishes on the same day within the following hours:
 - A. Monday to Friday: Between 7am and 11pm
 - B. Saturdays: Between 7am and 11pm
 - C. Sundays: Between 9am and 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.

1.1.4 Rate of pay for shiftwork

- a. 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.
- b. Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals) of the Base Rate of Pay.
- c. Any shiftwork performed on a Sunday will be paid at the rate of 200% (225% for casuals) of the Base Rate of Pay.
- d. Where a team member elects to work on a public holiday shift then the provisions set out in subclause 8.6.1. will apply for all hours of the shift.
- e. 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 the team member elects not to work on a public holiday shift such team member will be entitled to be absent without loss of pay.
- f. Provided that in any shop where it is mutually agreed between Coles and the majority of team members engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instance the provisions of subclause 8.6..1 relating to such holiday will apply only to the day so substituted.

1.1.5 Baking production team members –Early morning shifts

- 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.
- d. These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and nine hours per day.

1.1.6 Rest breaks and meal breaks

Notwithstanding the provision of subclause 8.8.1(a) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

1.1.7 Rosters

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

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

Breaks

The first rest break is now due when working 4 hours or more.

Hours worked	Rest break (paid)	Meal break unpaid
Work less than 4 hours	No rest break	No meal break
Work 4 hrs or more but no more than 5 hours	One 15 minute rest break including walk time	No meal break
Work more than 5 hrs but less than 7 hours	One 15 minute rest break including walk time	One meal break of at least 30 mins but not more than 60 mins.
Work 7 hours or more but less than 10 hours	Two 15 minute rest breaks incl walk time.	One meal break of at least 30 mins but not more than 60 mins
Work 10 hours or more	Two 15 minute rest breaks incl walk time.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.

The timing of a break is to give a meaningful break. Timing and the duration of meal breaks form part of the roster. You cannot work more than 5 hours without a meal break.

You cannot be required to combine breaks together or take a rest break/ meal break within one hour of starting/ceasing work.

A roster cannot be changed with the intent of avoiding payment of penalties, loadings or other benefits, including rest breaks.

The flexibility clause can be used to permit variations by agreement.

Part time Employment

The proposed Agreement has a different method for engaging Part time team members but retains a preference for permanent employment and the ability for part time team members to agree to additional hours.

The hours of a part timer will be at least 36 over a 4 week cycle (average 9/week) but less than 152 over 4 week cycle and are reasonably predictable .

For part time team members employed prior to the start of this Agreement your existing contract of minimum hours over the 4 week cycle will continue to be your minimum unless agreed otherwise.

When first employed, it will be agreed, in writing, on a regular pattern of work, specifying at least:

- i. the hours worked each day;
- ii. which days of the week to work;
- iii. the actual starting and finishing times of each day;
- iv. that any variation will be in writing;
- v. minimum daily engagement is 3 hours; and
- vi. the times of taking and duration of meal breaks.

Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. A variation under this subclause may be temporary (including ad-hoc or one off variations) or permanent. A variation in writing may be made by electronic means (eg MyColes, One Team, E-mail and SMS).

This variation may include working additional hours at the appropriate rate of pay, provided these are within the rostering principles. The additional hours will accrue annual leave and personal leave. Flex up pay will not apply.

Coles recognises the importance of part-time team members. Subject to business needs and prerogative, It will try to offer extra hours to part-timers.

A new benefit of the proposed Agreement is that where a part-time team member has over at least 12 months regularly worked additional hours, they may request to increase their permanent hours in writing. Coles may refuse on reasonable business grounds in writing.

Rostering

The Proposed Agreement has some changes to the current rostering arrangements.

Permanent Employees will receive 2 consecutive days off per week or 3 consecutive days per fortnight.

The maximum shift length will be 9 hours, with 11 hours allowed on one day per week.

The break between work on one day and the next is 12 hours or 10 hours by agreement.

The additional shift provisions of the previous agreements for Casuals or Part timers will no longer apply.

The tables below summarise the roster conditions:

Fulltime

Rostering Provision	
Maximum hours per day	9 hours but one day per week can be 11 hours
Minimum breaks between shifts	12 hours or 10 by agreement
Maximum days per week	5 days (or 6 days in one week if no more than 4 days the next week.
Maximum consecutive days worked	6 days
Consecutive days off	2 consecutive days a week or 3 consecutive days a fortnight, unless otherwise agreed.
Weekends off for regular Sunday workers	At least 1 in 4, being a 3 day break including a Saturday and Sunday, unless otherwise agreed.
Maximum hours in 4 week roster cycle	152 hours
Maximum days in 4 week roster cycle	19 days or 20 by agreement.

Part Time

Rostering Provision	
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours but one day per week can be 11 hours
Minimum breaks between shifts	12 hours or 10 by agreement
Maximum days per week	5 days (or 6 days in one week if no more than 4 days the next week.
Maximum consecutive days worked	6 days
Consecutive days off	2 consecutive days a week or 3 consecutive days a fortnight, unless otherwise agreed.
Weekends off for regular Sunday workers	At least 1 in 4, being a 3 day break including a Saturday and Sunday, unless otherwise agreed.
Maximum hours in 4 week roster cycle	Less than 152 hours
Maximum days in 4 week roster cycle	19 days or 20 by agreement

Casuals

Rostering provision	
Minimum hours per day	3 hours
Maximum hours per day	9 hours but one day per week can be 11 hours
Minimum breaks between shifts	12 hours or 10 by agreement
Maximum days per week	5 days (or 6 days in one week if no more than 4 days the next week.
Maximum consecutive days worked	6 days
Maximum days in 4 week roster	19 days or 20 by agreement

Roster Setting and Changing

When establishing or changing a roster, Coles will have regard for the family or caring responsibilities and study commitments and whether the team member has safe transport home.

Due to unexpected operational requirements, rosters may be changed but only by mutual agreement prior to arriving for work.

You must be given at least 7 days' written notice of a permanent roster change. If you disagree with the change, you must be given a minimum of 14 days, with discussions aimed at resolving the roster problem undertaken using the Dispute Resolution Clause process. Status quo applies to a disputed roster change.

If a roster is changed for a once-only event (that is not an emergency) and the roster reverts to the previous pattern in the following week, then extra work done by the team member because of the change will be paid at the overtime rate.

A roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits. If this occurs the team member will be entitled to the penalty, loading or benefit as if the roster had not changed.

Consultation on Roster changes

Coles must consult a team member(s) and their representatives if it proposes to change a regular roster by

- » giving information about the proposed change (eg, the nature of the change and when it commences);
- » giving consideration to views about the impact of the change (including: family, caring, or study responsibilities);

Consultation does not apply if a team member has irregular, sporadic or unpredictable hours.

Roster Swapping

Permanent team members can continue to swap shifts provided that it is agreed between the team members, approved by management and does not increase the cost to Coles.

Dispute Resolution

It has been agreed that when the union and/or a team member are unable to settle a dispute with Coles it may as a last step go to the independent umpire – the Fair Work Commission- to arbitrate the matter. If it is a change of roster dispute then status quo must apply ie the roster cannot be changed until the matter is resolved.

Junior Rates

Adult rates start at 20 years.

Junior team members will be paid the following percentages:

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

Classifications

Classification level	Typical job titles included in classification	% Relativity
Level 1 team member	Store team member, store cleaner, personal shopper	100%
Level 2 team member	Store team member (ride on trolley collector), Coles Services Vehicle Operators	
Level 3 team member	Skilled non-tradesperson, second in charge (non-trades), customer service agent	
Level 4 team member	Baker, administration assistant, service supervisor (supervising up to 15 team members)	
Level 5 team member	Service supervisor (supervising over 15 team members), second in charge (trades)	
Level 6 team member	Office in charge, depart, manager/team leader (trades), depart. manager/team leader (non-trades), duty manager	

Higher duties

Working more than two hours on a shift on duties with a higher Base Rate of Pay are to be paid the higher Rate for the whole shift. If working two hours or less during a shift the higher Rate is to be paid for the time worked only.

This also applies when a team member is required temporarily to undertake a Department Manager, Team Leader, Duty Manager or other managerial role.

Allowances

These allowances are proposed in the new Agreement:

Meal Allowance

\$17.92 will be paid or meal provided if working more than one hour of overtime after ending work, without 24 hours' notice. If overtime exceeds four hours a further \$16.23 will be paid.

No allowance will be paid where a team member could reasonably return home for a meal.

Special Clothing

Where Coles requires a team member to wear any protective or special clothing such as a uniform, dress or other clothing then Coles will reimburse the team member 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 Coles.

Excess travelling costs

A team member required by Coles to move temporarily from one store to another for a period not exceeding three weeks, will be reimbursed all additional transport costs.

Travelling time reimbursement

A team member required to work at a place away from their usual place of employment, will be paid travelling time for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning). You will also be paid for any fares reasonably incurred by you in excess of those you normally pay.

If Coles provides transport from a pick up point, travelling time will be paid for all time spent travelling from the pick up point and returning to the pick up point.

Travelling time is paid at the Base Rate of Pay. On Sundays and public holidays it is time and a half.

Team member Transfer reimbursement

Where Coles transfers a team member from one township to another, Coles will pay the whole of the moving expenses for the team member and their family.

Transport allowance

A team member using their own vehicle to perform their duties will be paid 78 cents/km.

Team member Transport reimbursement

If a team member on any day commences and/or ceases work after 10.00 pm or prior to 7.00 am and their regular transport is not available and the team member is unable to arrange their own alternative transport, Coles will reimburse the team member for the cost of a taxi fare from the place of employment to their usual place of residence. This will not apply if Coles arranges transport to/from their usual place of residence, at no cost to the team member.

A team member may elect to provide their own transport.

This will not apply to team members engaged on the provisions of shift-work.

Cold work allowance

Team members principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid while so employed 28 cents/hr.

A team member required to work in a cold chamber where the temperature is below 0°C will be paid 71 cents/hr.

First aid allowance

A team member with a first aid qualification and appointed by Coles will be paid an extra \$10.52/wk.

Recall allowance

Unless otherwise agreed a team member recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.

The time worked is calculated from the time of leaving home until returning home.

Broken Hill Allowance

A team member in Broken Hill will be paid an additional \$0.91 per hour.

Other allowances

Coles may decide to pay other allowances to meet commercial needs which are not part of this Agreement.

Domestic Violence Leave

The proposed Agreement includes Domestic and Family Violence Leave. This has been improved with the introduction of 2 days paid leave per year for permanent team members experiencing domestic or family violence.

A team member supporting a person experiencing Domestic or family violence may use their Carer's Leave.

This is the clause that will be in the Agreement.

Domestic and Family Violence Leave

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

Entitlement

A permanent team member experiencing domestic or family violence may:

- a. access paid domestic and family violence leave of 2 days per year (pro-rata for a part time team member) at the team member's Base Rate of Pay for the hours normally rostered to work. The penalties provided in subclauses 1.1.4 and 1.1.5 do not apply. This leave does not accumulate from year to year;*
- b. access personal leave, carer's leave, annual leave or leave of absence.*

Leave may be granted for the purpose of seeking medical and legal assistance, for counselling, relocation or other directly related activities.

A team member who supports a person experiencing family or domestic violence may take carer's leave (as per clause 0) to accompany them to court or hospital or to mind children.

In order to support and provide a safe work environment to a team member experiencing family or domestic violence Coles will consider any reasonable request for:

- c. changes to their spread of hours or pattern of hours and/or shifts;*
- d. job redesign or change of duties;*
- e. relocation to a suitable location within the company;*
- f. any other appropriate measures including those available under existing provisions for family friendly and flexible working arrangements.*

Notification

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

Documentation

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

Confidentiality

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

Payment for other forms of leave taken under this clause

Where a team member accesses other forms of leave under subclause b, such leave will be paid in accordance with the type of leave being taken by the team member.

Time Off for Casual team members

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

Casual conversion

A casual team member who has over at least 12 months worked a pattern of hours on an ongoing basis which, without significant change, they could continue to perform as a full-time or part-time team member, may request in writing to be converted to a full time or part time team member.

Coles may decline on reasonable business grounds in writing within 21 days, after there has been consultation with the team member. Reasonable business grounds include:

- a. a significant adjustment to the hours of work in order for the team member to be a permanent;
- b. it is known or foreseeable that the team member's position will cease or the hours of work significantly reduced in the next 12 months;
- c. it is known or foreseeable there will be a significant change in the days and/or times of the work required which cannot be met by the team member's availability.

Public Holidays

All work on a Public holiday is voluntary.

A team member can request to work on a Public Holiday if they would normally be rostered to work. Coles can refuse due to operational reasons.

In 2018 the NSW Picnic Day (First Tuesday in November) will be observed. The day shall be treated as an additional day off or pay in lieu. Work on this day will not attract public holiday rates. NSW Picnic Day will not apply in 2019.

Voluntary Work on Easter Sunday and after 6pm on Christmas Eve and New Year's Eve where it's not a Public Holiday provided there are enough volunteers.

The following process applies:

- i. *At least 4 weeks prior team members must advise Coles that they do not want to work;*
- ii. *Coles 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;*
- iii. *A permanent team member rostered not wanting to work, may;*
 - a. *access annual leave; or*
 - b. *if they have insufficient annual leave accrued, request to have their ordinary hours, at the sole discretion of Coles, re-rostered in the 4 week cycle as part of their ordinary hours and paid the Base Rate of Pay and applicable penalties; or*
 - c. *if they have insufficient annual leave, and Coles is unable to re-roster their hours, take unpaid leave;*

If there are not enough volunteers a team member may be required to work their rostered shift so that a reasonable staffing level is reached.

Currently the non working day benefit is not a condition that applies in the proposed Agreement. (eg a Public Holiday falls a a Full timers day off and they receive another day off). If FWC makes a variation to the GRIA to include the Non Working day benefit as per the application made by the SDA in the award review process , then the Non-working day entitlement will apply for permanent employees.

Annual Leave

Annual leave will be taken by mutual agreement. Coles must not unreasonably refuse a request to take paid annual leave.

If 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 it to adjoin the period of annual leave.

If a team member's period of annual leave includes a period member is taken not to be on annual leave for the period of that other leave. The other leave will be taken in accordance with its leave conditions.

Annual leave loading

Team members will receive leave loading on accrued leave of 17.5% or the relevant penalty rates, whichever is the greater but not both. This is a change from the current Agreement.

Annual leave in advance

Coles and a team member may agree in writing to a team member taking annual leave before the team member has accrued an entitlement.

Cashing out of annual leave

Coles and a team member may agree in writing to cashing out of up to 2 weeks of annual leave in a 12 month period.

Accrued leave cannot be reduced below 4 weeks. Payment will be the amount due if the team member had taken leave.

Close-down

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

Excessive leave accruals

A team member has an excessive leave accrual if they have accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker).

Coles or the team member may genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

If agreement cannot be reached a team member may request to take leave of up to 4 weeks, or Coles can direct for leave to be taken. A minimum of 8 weeks notice is required. Coles must grant the annual leave requested by the team member.

Definition of shiftworker for annual leave purposes

For the purpose of the additional week of annual leave provided for in the NES s.96, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

Long Service Leave

A team member may continue to request to take long service leave as double time at half pay.

Leave of Absence

A leave of absence is an approved period of unpaid leave 1 weeks' duration up to 12 months, which can be requested by the team member.

This will continue under the proposed Agreement which assists a team member in circumstances like caring for an ill relative, travelling or studying.

Pre-approved Leave Arrangements

Will also continue under the proposed Agreement.

A permanent team member (excluding a Department Manager/Team Leader) may, by agreement, take pre-approved leave to enable the team member to meet individual circumstances:

- » the guaranteed periods of leave will be set for the 12 months
- » the guaranteed periods of leave may be taken as paid leave or unpaid leave.
- » the team member and Coles will agree on the hours of work in any 4 week cycle in accordance with the rostering principles;
- » the team member may agree to work during a guaranteed period of leave, at their Base Rate of Pay including any penalties;
- » leave cannot be taken during the last 2 weeks of December; and
- » the team member and Coles will review annually the guaranteed periods of leave.

A team member may withdraw from this by providing 3 months' notice (or less as agreed).

Personal Leave

Full-time team members accrue 76 hours of paid personal leave a year. (Part time pro rata) Personal leave accrues progressively over a year rather than being credited on your anniversary date. It is paid at the team member's Base Rate.

Notification

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

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

The following table details the documents required for paid or unpaid leave.

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

Carer's Leave

A permanent team member can continue to access their personal leave for caring purposes.

Taking carer's leave is on the basis that they are the most suitable person, in the circumstances, to provide care or support.

Carer's leave will be paid at the team member's Base Rate.

Unpaid carer's leave

All team members are entitled up to 2 days' unpaid carer's leave for each occasion that a member of their immediate family or household requires care or support due to that person being ill or injured; or an unexpected emergency.

The 2 days can be taken as a continuous period, or any separate periods as agreed. Permanent team members can only use unpaid leave once paid carer's leave has been used.

Compassionate Leave

The SDA won the continuation of the majority of the higher Compassionate Leave provisions which the SDA has achieved over the years.

This means paid leave is in some cases higher than the 2 days paid leave provided in the Award.

Full time and Part time entitlement

Circumstance	Entitlement
The death of their parent (includes step), guardian, partner (includes de facto or same sex), child (includes step and foster).	Maximum of 5 paid shifts. If not attending the funeral if it is outside Australia paid for 2 shifts. If they can justify a need, then entitled to a max. of 5 paid shifts.
The death of their grandparent, grandchild, brother, or sister.	Maximum of 3 paid shifts If not attending the funeral if it is outside Australia paid for 2 shifts. If they can justify a need, then entitled to a max. of 3 paid shifts.
The death of their parent-in-law, grandparent-in-law, brother/sister-in-law, daughter/son-in-law, or member of the team member's household.	Maximum of 2 paid shifts.
Where a member of the team member's immediate family or household suffers a serious illness/injury	2 paid shifts for spending time with that person (either continuous period or single shifts). This is for each occasion, taken at any time during illness/injury..

Travelling to funeral

Extra unpaid time for a permanent team member who attends the funeral of a relative.

- » interstate or more than 500 kilometres, an additional 2 unpaid shifts; or
- » outside of Australia, an additional 2 unpaid weeks'.

Casual team members entitlement

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

Paid Compassionate leave will be at the team member's Base Rate of Pay.

Parental Leave

Coles has agreed, with the SDA, to maintain the higher parental leave entitlements from the 2011 and 2014 EBA's.

Team members can access the following leave entitlement:

	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

Casual work during unpaid parental leave

A team member may request to be engaged on a casual basis and paid as a casual, during unpaid parental leave.

They cannot work on a casual basis if receiving or intending to receive a government paid parental leave payment.

Pre-Natal Leave

A pregnant permanent team member may access personal leave to attend medical appointments associated with their pregnancy.

A permanent team member whose partner is pregnant may access carer's leave to attend medical appointments with their partner.

Pre natal leave will be paid at the team member's Base Rate of Pay.

Blood Donor Leave

Permanent employees can take paid time (including penalties and allowances) to donate blood for a maximum of 2 hours on each occasion up to 4 times a year.

Natural Disaster Leave

3 days of paid leave is available for permanent employees.

A team member will be allowed to leave work where a cyclone warning is announced, or there is a natural disaster (e.g. flooding or bushfires) which:

- » poses a genuine threat to a team member's property; or
- » creates a need for a team member to care for a member of their household; or
- » poses a genuine threat to a team member gaining access to their home (e.g. road closures).

If a permanent team member is unable to attend for work, they may request access to natural disaster leave. Requests will not be unreasonably refused if there are no reasonable alternative arrangements.

Jury Service Leave

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

Team members on jury service are not required to attend work on that day. Combination of consecutive jury and work days will not exceed the maximum days of work which is 6.

Permanent team member will be paid the difference between jury fees and their Base Rate, plus penalty payments.

Permanent team members on jury service on annual leave will have their annual leave re-credited.

Casual team members may be entitled to pay, as per relevant State/Territory legislation.

Emergency Services Leave

This leave continues for team members involved in recognised voluntary emergency services.

Paid emergency services leave for permanent team members attending emergencies in the local area will not be unreasonably restricted by Coles or unreasonably accessed by the team member.

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

Defence Service Leave

There is paid leave for permanent team members and unpaid for casuals who are defence Reservists.

Superannuation

Superannuation continues with most of the previous conditions including voluntary team member Contributions and for team members to salary sacrifice into superannuation.

The Agreement ensures these cannot be used to offset the amount Coles must pay into superannuation.

REST will continue to be the default fund for team members. If a team member wishes they may choose another complying fund.

Past Savings Provisions

Any savings provisions in previous agreements will continue to apply for team members if relevant.

4 yearly award review impact

There are a number of penalty rate cases which when decided by FWC could increase the Casual Saturday and Evening Rates. FWC could decrease the Sunday Shiftworker rate. These changes will be applied to the agreement if they occur.

DON'T RISK COLES WORKERS FALLING BACK TO THE RETAIL AWARD.

SUPPORT YOUR

SDA COLES AGREEMENT

Without this SDA Coles Agreement, Coles workers risk falling back to the General Retail Industry Award.

As a result, many of the hard-won SDA Union conditions secured by the SDA would be lost.

The New Coles Agreement	The Award
✓ Higher wage rates than the Award	✗ No
✓ Take-home pay protected with wage increases	✗ No
✓ Voluntary work on Public Holidays.	✗ No
✓ Voluntary work for Easter Sunday, Christmas Eve and New Year's Eve subject to staffing, where not already a public holiday.	✗ No
✓ Rosters to take into account family and study commitments and safe transport home.	✗ No
✓ Status Quo for Roster Disputes.	✗ No
✓ Arbitration of Workplace Disputes	✗ No
✓ Adult rates at 20 from day one.	✗ No
✓ 15 Minute Tea Breaks.	✗ No
✓ All current saving provisions.	✗ No
✓ Better compassionate leave than the award.	✗ No
✓ Higher Redundancy Standard.	✗ No
✓ Paid Domestic Violence leave	✗ No
✓ Jury service leave.	✗ No
✓ Emergency services leave.	✗ No
✓ Natural disaster leave.	✗ No
✓ Defence force leave.	✗ No
✓ Pre-natal leave.	✗ No
✓ Blood donor leave.	✗ No
✓ Long Service Leave - option for double leave at half pay. (in states where it doesn't apply)	✗ No
✓ Limited tenure protections.	✗ No
✓ Superior Parental Leave provisions.	✗ No