

coles

Kewdale  
Distribution Centre

Enterprise

# Agreement

2024



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# Coles Kewdale Distribution Centre WA Agreement 2024

Coles Group Supply Chain Pty Ltd



## COLES KEWDALE DISTRIBUTION CENTRE WA AGREEMENT 2024

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## 1. TITLE

This Agreement is the Coles Kewdale Distribution Centre WA Agreement 2024 (**the Agreement**).

## 2. PARTIES BOUND AND COVERAGE

This Agreement applies to and is binding upon:

- 2.1 Coles Group Supply Chain Pty Ltd (**Company**) in respect of its operations at 120 Horrie Miller Drive, Kewdale, Western Australia (**Kewdale DC or Site**);
- 2.2 All team members of the Company employed in a classification prescribed in **APPENDIX 1 Classifications** and who undertake work at the Site or any other Distribution Centre operated by the Company in conjunction with the Site (**team members**); and
- 2.3 The Shop Distributive and Allied Employees' Association (**the Union**).

## 3. DURATION

This Agreement will operate from 1 May 2024 or seven (7) days after approval by the Fair Work Commission (**FWC**), whichever is later (**Operative Date**). The nominal expiry date is 30 April 2027.

## 4. RELATIONSHIP TO OTHER AWARDS OR AGREEMENTS

This Agreement constitutes the whole agreement between the parties bound. No Award, State or Federal, enterprise agreement, letter of agreement or memorandum of understanding applies to a team member employed pursuant to the terms of this Agreement.

## 5. NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read in conjunction with the National Employment Standards (**NES**) as prescribed by the Act. Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 6. NO EXTRA CLAIMS

- 6.1 This Agreement deals comprehensively with all matters pertaining to the employment relationship between the Company and its team members. The parties agree that this Agreement is in full and final settlement of all matters, claims and demands, however described, whether or not any matter, claim or demand is specifically addressed within the Agreement.
- 6.2 The parties will not pursue any further claims during the term of this Agreement relating to their conditions of employment, whether dealt with in this Agreement or not, except in accordance with a term of this Agreement.

6.3 Nothing contained in this clause limits the ability of the Company to make changes (whether structural or otherwise) in accordance with the provisions of this Agreement.

## **7. OBJECTIVES OF THIS AGREEMENT**

The Company, Union and team members agree and are committed to the following:

- 7.1 To work collectively to improve the working environment and to improve the productivity, flexibility of operation, efficiency and profitability of the Company.
- 7.2 To contribute to a Logistics and Supply Chain business that is aligned with the visions and goals of the Company in a competitive marketplace.
- 7.3 Establishing a framework through this Agreement for increased productivity and profitability and for the long-term job security of team members.
- 7.4 To improve its competitive position, the Company requires its Logistics and Supply Chain business to be able to operate on a twenty-four (24) hour, seven (7) day week basis to meet the needs of stores, suppliers and customers.
- 7.5 The Agreement provides the basis for continuing flexibility and security of employment through:
- (a) Team members including managers at all levels and Union representatives working cooperatively as a team.
  - (b) Continuous monitoring of performance, behaviour and results to ensure that the Company continually improves productivity with the aim of achieving world best practice.
  - (c) Ensuring that team members are committed to quality of product; to personal and workplace safety and to meeting or exceeding customer needs.
  - (d) Ensuring that team members benefit from the improved competitiveness and profitability of the Company.
- 7.6 The Company will maximise the efficiency of its operations through flexibility in the assignment of appropriately skilled team members. Team members will perform the full range of tasks required by the Company subject to their skills, knowledge, training and capability.
- 7.7 To assist in achieving the objectives set out in this clause, the Company will carefully select the best people available to work in its operations and create a safe working environment that fosters teamwork and cooperation amongst team members at all levels.
- 7.8 The parties recognise that improving productivity through enhancing work practices is necessary to improve the competitiveness and profitability of the Company and to improve the employment security of team members.
- 7.9 The parties are committed to maintaining and enhancing efficiency and productivity and to continuous improvement within the Company's business. This will involve innovations in work practices and technology.

## 8. DEFINITIONS

For the purposes of this Agreement the following definitions will apply:

**2011 Agreement** means the *Coles Kewdale Distribution Centre WA Agreement 2011*.

**2014 Agreement** means the *Coles Kewdale Distribution Centre WA Agreement 2014*.

**Act** means the *Fair Work Act 2009 (Cth)*.

**Agreement** means the *Coles Kewdale Distribution Centre WA Agreement 2024*.

**Base Rate** means the hourly rate of pay payable to a team member for their ordinary hours of work excluding shift penalties, overtime, allowances, bonuses and other penalty payments, as specified in clause 9.1.

**Company** means Coles Group Supply Chain Pty Ltd.

**Kewdale DC** or **Site** means Kewdale Distribution Centre.

**FWC** means Fair Work Commission.

**Immediate family** means a team member's:

- i. spouse or former spouse;
- ii. de facto partner or former de facto partner;
- iii. child (including an adopted child or foster child);
- iv. parent;
- v. grandparent;
- vi. grandchild;
- vii. sibling;
- viii. step-parents and step-children; or
- ix. a child, parent, grandparent, grandchild or sibling of the team member's spouse or de facto partner.

**Household member** means any person who lives with the team member.

**NES** means the National Employment Standards as contained in the Act.

**Operative Date** means the later of 1 May 2024 or seven (7) days after approval of the Agreement from the FWC.

**Ordinary Rate** means the Base Rate plus any applicable loadings or penalties for the relevant ordinary hours of work.

**Team member** means any person covered by the terms of this Agreement as set out in **Appendix 1**.

**Union** means the Shop, Distributive & Allied Employees Association.

## 9. WAGES

9.1 The Base Rates of pay payable to Full-Time and Part-Time Team Members employed by the Company under this Agreement will be as follows:

	FFPP after Operative Date (4% increase)		FFPP after 1May 2025 (3.75% increase)		FFPP after 1May 2026 (3.5% increase)	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Team Member in Training: 0-3 months	\$30.07	\$1,142.66	\$31.20	\$1,185.51	\$32.29	\$1,227.00
Team Member in Training: 3-9 months	\$33.83	\$1,285.49	\$35.10	\$1,333.70	\$36.33	\$1,380.38
Team Member	\$37.59	\$1,428.30	\$39.00	\$1,481.87	\$40.36	\$1,533.73

9.2 A casual loading of 20% will be paid to Casual Team Members in addition to the hourly Base Rate of pay prescribed in clause 9.1 (**Casual Loading**). The Casual Loading is calculated on the team member's Base Rate and paid in addition to any applicable penalties prescribed by clause 15.

### 9.3 Payment of wages

9.3.1 Wages are paid weekly and no later than four (4) working days following the end of the pay period. This may be extended by one day for each public holiday falling within this four (4) day period.

9.3.2 Incentives payments are made two (2) weeks in arrears.

9.3.3 A Full-Time Team Member is paid for thirty-eight (38) ordinary hours each week according to the weekly average of ordinary hours worked notwithstanding that greater or fewer than thirty-eight (38) hours may be worked in any particular week of the roster cycle.

9.3.4 Payment of wages is made by electronic funds transfer into not more than two (2) accounts at a financial institution(s) nominated by the team member.

9.3.5 Deductions from wages, such as team member contributions to superannuation as provided by this Agreement and such other deductions agreed between the team member and the Company, are made by the Company and remitted as directed by the team member.



- 9.3.6 Any overpayment of wages, overtime, penalties, allowances or other payment incorrectly made by the Company to a team member may be recovered by the Company from the team member.
- 9.3.7 The Company will maintain hours of work and wages records and issue payslips in accordance with its obligations under the Act and other applicable legislation.
- 9.3.8 A team member or their authorised representative may access and inspect wages or hours of work records relating to the team member's employment in accordance with the provisions of the Act.

## 10. ALLOWANCES

### 10.1 Freezer Allowance

Where a team member is engaged to work in a cold chamber in which the temperature is set at or below zero degrees Celsius (0°C), the team member is paid the following allowance for each hour or part thereof during which the team member is so employed:

FFPP after 1 May 2024	FFPP after 1 May 2025	FFPP after 1 May 2026
\$1.92 per hour	\$2.00 per hour	\$2.07 per hour

### 10.2 Chiller Allowance

Where a team member is engaged in the operation of a forklift and works in a cold chamber in which the temperature is set at above zero degrees Celsius (0°C) for at least half of their ordinary hours rostered shift or at least four (4) hours during their shift (whichever is the lesser time) the team member is paid an allowance for each shift so worked as follows:

FFPP after 1 May 2024	FFPP after 1 May 2025	FFPP after 1 May 2026
\$4.08 per shift	\$4.23 per shift	\$4.38 per shift

### 10.3 First Aid Allowance

- 10.3.1 A team member qualified to St John Ambulance standard or equivalent who is appointed by the Company to perform first aid duties will be paid a weekly allowance as follows:

FFPP after 1 May 2024	FFPP after 1 May 2025	FFPP after 1 May 2026
\$23.28 per week	\$24.15 per week	\$24.99 per week

- 10.3.2 If the Company requires a team member to undertake a course to qualify to St John Ambulance standard or equivalent, the Company will pay for any tuition costs or prescribed texts associated with such course.

10.3.3 The Company will ensure that, at all times during which work is being performed at Site, there is an adequate number of team members appointed by the Company to perform first aid duties in accordance with the provisions of this clause.

**10.4 OH&S Allowance**

A team member who is elected as an Occupational Health and Safety Representative will be paid a weekly allowance as follows:

FFPP after 1 May 2024	FFPP after 1 May 2025	FFPP after 1 May 2026
\$23.28 per week	\$24.15 per week	\$24.99 per week

**10.5 Travelling Allowance**

10.5.1 A team member required to travel on Company business will be reimbursed by the Company for the cost of any fares incurred from the travel or the Company will provide transport free of charge. The Company will also reimburse the team member for the cost of any necessary meals while travelling.

10.5.2 A team member who, by agreement with the Company, uses their own motor vehicle for the purposes of such travel will be paid an allowance equivalent to the claimable deduction for car expenses authorised by the Australian Taxation Office by application of the "cents per kilometre" method.

10.5.3 Time spent travelling outside the team member's ordinary hours of work will be paid for at the team member's Base Rate of pay.

10.5.4 Where the required distance travelled under this clause 10.5 means that the team member cannot return home at night, suitable accommodation is to be arranged in accordance with Company policy.

**10.6 Overtime Meal Allowance**

10.6.1 A team member required to work overtime for more than two (2) hours beyond their rostered finishing time on any day will be paid an allowance for any meal required as follows:

FFPP after 1 May 2024	FFPP after 1 May 2025	FFPP after 1 May 2026
\$23.72 per shift	\$24.61 per shift	\$25.47 per shift

10.6.2 The Overtime Meal Allowance is paid to the team member as a gross amount.

10.6.3 For clarity, a Part-Time Team Member working flex-up hours is not entitled to the allowance prescribed by this clause.

**10.7 Higher Duties Allowance**

10.7.1 Where the Company requires a team member to perform higher duties prescribed by this clause which results in the team member not being able to earn an incentive payment the team member will be paid the relevant allowance stipulated below for the time they are performing the higher duties.

10.7.2 Any team member who received a Higher Duties Allowance pursuant to clause 8.2.6 of the 2014 Agreement will continue to be paid an allowance of \$4.76 per hour when they are eligible and undertake Operational Lead or Team Member Training Buddy higher duties work pursuant to clause 10.7 of this Agreement, in lieu of the applicable allowance below. For Step-Up Manager or Team Member Trainer higher duties, the allowance specified below will apply.

Higher Duties	FFPP after 1 May 2024	FFPP after 1 May 2025	FFPP after 1 May 2026
Operational Lead	\$3.58 per hour	\$3.71 per hour	\$3.84 per hour
Step-Up Manager	\$5.69 per hour	\$5.90 per hour	\$6.11 per hour
Team Member Training Buddy	\$3.58 per hour	\$3.71 per hour	\$3.84 per hour
Team Member Trainer	\$5.69 per hour	\$5.90 per hour	\$6.11 per hour

**Operational Lead:** a team member who has been assigned responsibility to, on a temporary basis, lead operational task / function in the absence of a Team Manager.

**Step-Up Team Manager:** a team member stepping up to cover the role and responsibilities of a Team Manager.

**Team Member Training Buddy:** a team member who is a Company approved 'Training Buddy' required to provide recognised support for team member training.

**Team Member Trainer:** a team member who is engaged as a qualified Trainer, supporting team member training as part of the Training Team.

**11. MULTI SKILLING**

11.1 Team members may be required by the Company, at its cost and discretion, to undertake such training as is necessary to facilitate their multi skilling, to broaden their skills or to increase their productivity. All time during which the team member is engaged in such training is paid in accordance with the provisions of this Agreement provided that a team member is not required to work an unreasonable amount of overtime.

11.2 A team member may be required to work in any area of the Site and to undertake such duties as may be reasonably required.

- 11.3 A team member may be required to assist in the training of other team members, labour hire team members, or contractors as required.
- 11.4 The requirements set out in this clause are all subject to safe work practices and commensurate with the team member's training, skills and competence to perform such duties in a satisfactory and safe manner.

## 12. PRODUCTIVITY / PERFORMANCE BASED INCENTIVES

- 12.1 The Site currently undertakes a productivity and performance-based incentive scheme ("**the scheme**") for team members covered by this Agreement.
- 12.2 The Company may at any time unilaterally cease the scheme at its sole discretion.
- 12.3 The scheme was developed on the basis that:
- (a) The form and structure of the scheme will be determined by the parties in consultation with the team members; and
  - (b) The objective of instituting the scheme will be to provide an "at risk" additional wage benefit to the team members at no detriment to wage rates specified in clause 9.1; and
  - (c) Any additional wage benefit payable to the team members from the scheme, including in its formation and introduction, will not constitute any part of a team member's ordinary time earnings and will not be included for the purposes of calculating entitlements in respect of annual leave loadings or any other entitlements of a team member; and
  - (d) The parties may revise the form and structure of the scheme in consultation with the team members.

## 13. EMPLOYMENT

### 13.1 Employment Types

Team members may be engaged on the following bases:

### 13.2 Full-Time Team Member

A Full-Time Team Member is a permanent team member engaged to work seventy-six (76) ordinary hours over a two (2) week roster cycle comprising not more than nine (9) shifts rostered in accordance with clause 16.

### 13.3 Part-Time Team Member

- (a) A Part-Time Team Member is a permanent team member engaged to work an agreed number of ordinary hours ("**base hours**") of between twenty-four (24) and one hundred and twenty-eight (128) hours over a four (4) week roster cycle comprising not more than twenty (20) shifts rostered in accordance with clause 16.
- (b) A Part-Time Team Member will receive payment for wages, annual leave, eligible public holidays and personal/carer's leave on a pro-rata basis in accordance with their average weekly base hours.

13.4 **Fixed (Maximum) Term Team Member**

- (a) A Full-Time or Part-Time Fixed (Maximum) Term Team Member is engaged for a fixed term during peak periods and/or to relieve team member/s absence. The period of fixed term employment:
  - i. Will be between four (4) weeks and twelve (12) months.
  - ii. May be extended once only by the Company giving one (1) week's notice to the team member.
- (b) Cannot be longer than two (2) years, including any extensions.
- (c) Where a Fixed (Maximum) Term Team Member is engaged to cover the role of a team member absent on extended parental leave, the fixed term engagement may be for a maximum period of two (2) years.
- (d) The wages for a Fixed (Maximum) Term Team Member are the same as those for a Full-Time or Part-Time Team Member, as appropriate, under this Agreement.
- (e) A fixed (maximum) term engagement may be terminated in accordance with the termination provisions of this Agreement. Otherwise, it will terminate automatically on the end date specified in the team member's fixed term contract.
- (f) Prior to commencing employment, the team member will be advised in writing of the nature of the work, the hours to be worked, the rate of pay, and the start and end dates of their fixed (maximum) term engagement.

13.5 **Casual Team Member**

- (a) A Casual Team Member, is a team member, engaged on an hourly basis who may be dismissed or leave the Company's service with one (1) hours' notice.
- (b) A Casual Team Member is paid a 20% Casual Loading in addition to the applicable Base Rate. The Casual Loading is paid instead of the entitlements which a Casual Team Member is not entitled to receive under the terms of this Agreement or the NES including annual leave, public holidays, personal leave and redundancy payments.
- (c) Casual conversion: See **APPENDIX 2: Casual Conversion**

13.6 **Qualifying Period**

All permanent team members are subject to a six (6) month qualifying period during which the team member's employment may be terminated:

- 13.6.1 by the Company with one (1) week's notice to the team member; or
- 13.6.2 by the team member with one (1) day's notice to the Company.

13.7 **Team Member Responsibilities and Duties**

Team members are required to:

- 13.7.1 Perform all of the duties for which they are engaged including all lawful duties, directions and responsibilities as may be assigned and communicated to them from time to time which are within the skill, competence and training of the team member to perform in a safe manner.
- 13.7.2 Cease to perform any duties, directions or responsibilities when directed to do so by the Company.
- 13.7.3 Comply with all Company policies and procedures as amended from time to time provided that is the Company's responsibility to communicate these policies with adequate notice to affected team members.
- 13.7.4 In the case of Full-Time Team Members, not undertake any private trading or other employment that could result in a conflict of interest between the team member and the Company or which could affect the team member's availability and/or capacity to perform their work for the Company.

**13.8 Excessive Absences**

- 13.8.1 The parties to this Agreement accept that excessive absences by team members are detrimental to productivity, flexibility, efficiency, and profitability of the Company and therefore contrary to the objectives of this Agreement.
- 13.8.2 Without prejudice to the right of team members to accrue and access paid leave, the Company has the right to monitor the taking of leave and to satisfy itself that the grounds upon which the leave is being taken are legitimate.
- 13.8.3 Without limiting the Company's options with respect to such monitoring, in the event a team member is absent from work on three (3) or more occasions during any three (3) month period, the Company may meet with the team member to review the absences and any underlying causes. If it is determined that the team member has abused the leave provisions this may lead to disciplinary action.

**14. TERMINATION OF EMPLOYMENT**

**14.1 Notice of Termination for a Full-Time and Part-Time Team Member**

The Company may terminate a Full-Time and Part-Time Team Member's employment by:

- 14.1.1 giving notice as per the table below;
- 14.1.2 making payment in lieu of the notice period specified below; or
- 14.1.3 giving notice for part of the period specified below and making payment in lieu for the remainder of the period specified.

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

14.1.4 A team member over forty-five (45) years of age with two (2) or more years' continuous service at the time of termination will receive an additional one (1) week's notice.

14.1.5 Payment in lieu of notice is calculated using a team member's Ordinary Rate of pay.

**14.2 Termination Without Notice - Summary Dismissal**

14.2.1 The Company may terminate the employment of a team member without notice if the team member commits any act of serious misconduct.

14.2.2 Without limiting its meaning, serious misconduct includes theft, fraud, assault, or refusal to carry out a lawful and reasonable instruction that is consistent with the team member's contract of employment.

**14.3 Notice of Termination by A Full-Time and Part-Time Team Member**

14.3.1 A Full-time or Part-time Team Member must provide the following period of notice of termination to the Company:

Period of Continuous Service	Period of Notice
Less than 3 months	1 day
3 months or more but less than 5 years	1 week
5 years or more	2 weeks

14.3.2 Where all or part of the relevant period of notice is not provided, the Company is entitled to withhold moneys due to the team member under the terms of this Agreement to an amount equal to the team member's Ordinary Rate of pay for the period of notice not provided to the Company. Moneys owed to the team member pursuant to their entitlements under the Long Service Leave Act 1958 (WA) will not be withheld.

14.3.3 At the team member's request and at the Company's discretion, the Company may waive all or part of the required period of notice required under this clause.

**14.4 Time Off During Notice Period**

Where the Company has given notice to a team member of its intention to terminate the team member's employment, the team member may, where convenient, be allowed time off without pay for the purpose of seeking other employment. Such time off is to be taken at times that are convenient and agreed by the Company.

**14.5 Notice of Termination by the Company of a Casual Team Member**

The employment of a casual team member may be terminated with one (1) hour's notice by either party or by the payment or forfeiture of payment in lieu of the required notice.

## 15. HOURS OF WORK

### Ordinary Hours

- 15.1 The span of ordinary hours is twenty-four (24) hours per day, seven (7) days per week for all team members.
- 15.2 The penalty rates prescribed by this clause 15 apply only to ordinary hours of work. In the case of overtime, the rates prescribed by clause 17 apply.
- 15.3 The following applies to Full-time and Part-time Team Members performing day work, calculated as a percentage of the applicable Base Rate under clause 9.1.

Day/s	Span of Hours	Penalty
Monday to Friday	Midnight to 5am	150% first 2 hours 200% after 2 hours
Monday to Friday	5am to 8pm*	100%
Monday to Friday	8pm* to Midnight	150% first 2 hours 200% after 2 hours
Saturday	Midnight to 5am	150%
Saturday	5am to 8pm*	125%
Saturday	8pm* to Midnight	150%
Sunday	Midnight to Midnight	200%

*\*7pm for a team member engaged prior to the approval of the 2011 Agreement.*

- 15.4 The following applies to a Casual Team Member performing day work, calculated as a percentage of the applicable Base Rate under clause 9.1:

Day/s	Span of Hours	Penalty
Monday to Friday	Midnight to 5am	150% first 2 hours 200% after 2 hours
Monday to Friday	5am to 9pm	120%
Monday to Friday	9pm to Midnight	150% first 2 hours 200% after 2 hours
Saturday	Midnight to 5am	150% first 2 hours 200% after 2 hours
Saturday	5am to 9pm	145%
Saturday	9pm to Midnight	150% first 2 hours 200% after 2 hours
Sunday	Midnight to Midnight	220%



**Shift Work**

- 15.5 The following shift arrangements apply:
- 15.5.1 **“Day Shift”** means a shift which starts at or after 5:00am and finishes at or before 8:00pm, provided that:
- (a) Day Shift for Full-time and Part-time Team Members engaged prior to the approval of the 2011 Agreement means a shift which starts at or after 5:00am and finishes at or before 7:00pm.
  - (b) Day Shift for Casual Team Members means a shift which starts at or after 5:00am and finishes at or before 9:00pm.
- 15.5.2 **“Afternoon Shift”** means a shift which finishes after 8:00pm but no later than 1:00am. on the day following the start of the shift provided that:
- (a) For Full-time and Part-time Team Members engaged prior to the approval of the 2011 Agreement Afternoon Shift means a shift which finishes after 7:00pm but no later than 1:00am.
  - (b) For Casual Team Members Afternoon Shift means a shift which finishes after 9:00pm but no later than 1am.
- 15.5.3 **“Night Shift”** means a shift in which the ordinary hours of work finish after 1:00am and at or before 8:00am.
- 15.6 A team member will be assigned to Day Shift, Afternoon Shift or Night Shift and must not be rostered, within any roster cycle, to perform an ordinary hours shift on a shift other than that to which they have been assigned.
- 15.7 The shift penalties applicable for work performed during ordinary hours on Day Shift, Afternoon Shift or Night Shift are set out in the tables below and are calculated as a percentage of the applicable Base Rate in clause 9.1.

Day Shift	Permanent Team Member	Casual Team Member
Monday to Friday	100%	100% + 20% Casual Loading
Saturday 5am to 8pm*	125%	125% + 20% Casual Loading
Sunday	200%	200% + 20% Casual Loading

*\*7pm for a permanent team member engaged prior to the approval of the 2011 Agreement, 9pm for a Casual Team Member.*

Afternoon Shift	Permanent Team Member	Casual Team Member
Monday to Friday	115%	115% + 20% Casual Loading

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Saturday 5am to 8pm*	140%	140% + 20% Casual Loading
Saturday 8pm* to midnight	150%	150% + 20% Casual Loading
Saturday midnight to 1am	200%	200% + 20% Casual Loading
Sunday	200%	200% + 20% Casual Loading

*\*7pm for a permanent team member engaged prior to the approval of the 2011 Agreement, 9pm for a Casual Team Member.*

Night Shift	Permanent Team Member	Casual Team Member
Monday to Friday	125%	125% + 20% Casual Loading
Saturday	150%	150% + 20% Casual Loading
Sunday	200%	200% + 20% Casual Loading

- 15.8 Casual Team Members are entitled to the applicable shift penalty prescribed by clause 15.7 according to the shift they work. Shift penalties are calculated on the Base Rate. Shift penalties are not calculated on a basis that includes Casual Loading. Shift penalties are paid in addition to the Casual Loading of 20% but are not paid on a compounding basis.
- 15.9 Shift penalties are not payable for overtime performed Monday to Sunday. Instead, overtime is calculated in accordance with clause 17.
- 15.10 **'Early Start' Day Shift**
- 15.10.1 If a Full-Time or Part-Time Team Member working Day Shift requests to commence earlier than their rostered start time at or after 3:00am and before 5:00am on a temporary basis to accommodate the team member's personal circumstances and that is accommodated by the Company, a 25% loading will be paid for the hours worked between 3:00am and 5:00am. The remainder of the team member's shift will be paid at the Day Shift rate of pay.
- 15.10.2 Any agreement to a request made under clause 15.10.1:
- (a) is subject to the DC Manager's review and approval;
  - (b) will be for a temporary period only (no more than twelve (12) months);
  - (c) remains at the discretion of the Company following ongoing DC management review and approval. A review will be conducted at least every six (6) months; and
  - (d) must be operationally suitable.
- 15.11 **Afternoon Shift flexibility**
- 15.11.1 A Full-Time or Part-Time Team Member working Afternoon Shift may request to work a roster with a finish time no later than 2:00am on a temporary basis to accommodate a change

to their personal circumstances, without incurring a shift loading that would otherwise apply to a shift that finishes after 1:00am.

15.11.2 Where the Company agrees to accommodate a request made under this clause 15.11, the team member will be paid the Afternoon Shift penalty for the entire shift and the 25% Night Shift penalty will not apply.

15.11.3 Any agreement to a request made under clause 15.11.1:

- (a) is subject to the DC Manager's review and approval;
- (b) will be for a temporary period only (no more than twelve (12) months);
- (c) remains at the discretion of the Company following ongoing DC management review and approval. A review will be conducted at least every six (6) months; and
- (d) must be operationally suitable.

## 15.12 **Clock Off Time**

Team members must finish their last task no more than six (6) minutes prior to the end of their rostered shift before clocking off.

## 16. **ROSTERING**

### 16.1 **Rostering Principles**

16.1.1 Team members may be rostered to work up to ten (10) ordinary hours, exclusive of meal breaks, on any shift.

16.1.2 Team members may be rostered to work ordinary hours on a maximum six (6) consecutive days.

16.1.3 A team member cannot be rostered to start more than one (1) ordinary hours shift on any day.

16.1.4 A team member may be rostered to work an ordinary hours shift on more than one (1) site.

16.1.5 Team members are required to have a minimum break of ten (10) hours between the team member's finish time on one shift (including overtime) and the commencement time of their next shift. Where a team member does not receive the minimum ten (10) hour break between shifts:

- (a) The team member will be released from duty at the end of their shift for at least ten (10) hours without loss of pay for ordinary time they would otherwise have worked.
- (b) If the Company requires the team member to work without receiving the minimum ten (10) hours break the team member will be paid overtime rates for all work until a ten (10) hour break is taken.

16.1.6 Full-Time and Part-Time Team Members are entitled to a consecutive Saturday and Sunday off (which may include a team member's designated rostered day off) at least once in each four week roster cycle, unless otherwise agreed. Where a team member agrees to

waive this entitlement, the agreement must be recorded in writing and may be revoked by the team member providing one week's written notice to the Company.

- 16.1.7 A Casual Team Member is entitled to two (2) consecutive days off in each four week roster cycle. Such consecutive days may not necessarily be a consecutive Saturday or Sunday, however the Company recognises that from time to time, a Casual Team Member may require a weekend off in a roster cycle in order to attend to pressing personal matters.
- 16.1.8 The Company will post, in a conspicuous position, a roster for the full week Monday to Sunday showing:
- (a) the name of each team member engaged pursuant to the terms of this Agreement;
  - (b) the times at which the team member is required to commence and finish each ordinary hours shift; and
  - (c) the time of any meal break.
- 16.1.9 A permanent team member's roster may be varied with seven (7) days' notice by the Company, or shorter notice period as agreed with the individual team member. See clause 16.7.
- 16.1.10 In establishing or varying rosters, the Company will have regard for the needs of individual team members in respect of their family and/or education commitments.
- 16.1.11 Any dispute with respect to the rostering of a team member will be addressed through the dispute resolution procedure set out in **Appendix 3**.

## 16.2 **Full-Time Team Member Roster**

- 16.2.1 A Full-Time Team Member will be rostered:
- (a) no more than nine (9) ordinary hours shifts in each two (2) week cycle;
  - (b) no more than forty-eight (48) ordinary hours in any week, or up to fifty-one (51) ordinary hours in one week in a four (4) week cycle where they are engaged on a roster which includes work on six (6) days in a week;
  - (c) a minimum of five (5) hours on any shift.
- 16.2.2 A Full-Time Team Member's roster will provide at least two (2) consecutive days off each week or three (3) consecutive days off each fortnight.

## 16.3 **Rostered Days Off**

- 16.3.1 A Full-Time Team Member is entitled to a rostered day off (RDO) to give effect to the nine (9) day fortnight under clause 16.2.1(a) above.
- 16.3.2 The RDO will be taken on a rotating basis on each day of the week that the team member is usually rostered to work ordinary hours.
- 16.3.3 RDO schedules will be posted six (6) months in advance.
- 16.3.4 If a team member works on their scheduled RDO they will be paid at the overtime rates prescribed in clause 17.6. This clause 16.3.4 does not apply where a team member requests to swap their RDO under clause 16.3.5.

- 16.3.5 In any calendar year, a team member may request to take any RDO on a day other than the scheduled day, subject to the following provisions:
- (a) Other than in exceptional circumstances, the team member's first two (2) requests must be made on or before 31 October in the relevant calendar year, provided that such requests may pertain to RDOs falling between 31 October and 31 December inclusive.
  - (b) The granting of the request is at the Company's discretion.
  - (c) Notwithstanding clause 16.3.5(b) above, the Company will grant the first three (3) eligible team member requests in each calendar year unless the Company cannot grant the requests due to demonstrable operational requirements. If the Company cannot grant the request(s), with respect to each request not granted the team member may at their election take their RDO on an alternative day within one (1) of the subsequent two (2) four (4) weekly roster cycles, which may include a four (4) weekly roster cycle falling in the following calendar year. In such circumstances, the Company will elect which four (4) weekly cycle the alternative RDO is to be taken.

16.3.6 RDOs do not accrue when a team member is on any form of unpaid leave.

#### 16.4 **Part-Time Team Member Roster**

16.4.1 A Part-Time Team Member will be rostered:

- (a) an agreed number of ordinary hours ("**base hours**") of between twenty-four (24) hours and one hundred and twenty-eight (128) hours over a four (4) week roster cycle;
- (b) no more than twenty (20) shifts in each four (4) week cycle;
- (c) at least two (2) consecutive days off each week or three (3) consecutive days off each fortnight; and
- (d) with a minimum engagement of three (3) hours per shift.

16.4.2 Base hours cannot be reduced by more than 20% in any year.

16.4.3 As far as practicable, rostered base hours should be regular from roster cycle to roster cycle.

16.4.4 Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. A variation may be of a temporary (including ad-hoc or one-off variations) or permanent nature.

#### 16.5 **Part-Time Flex-Up**

16.5.1 A Part-Time Team Member may agree to vary their regular pattern of work, including to work additional hours ("**flex-up**") subject to the following provisions:

- (a) The combination of base hours and flex-up hours does not exceed forty-eight (48) hours in any week or one hundred and fifty-two (152) hours in a four (4) week roster cycle.

- (b) The number of shifts worked in a four (4) week roster cycle does not exceed twenty (20).
- (c) The number of consecutive days on which ordinary hours or flex-up hours are worked does not exceed six (6).

16.5.2 Flex-up hours are ordinary hours paid at the equivalent of the applicable Ordinary Rate, plus an additional loading of:

- (a) 20% (calculated on the Base Rate) on Monday to Saturday; and
- (b) 100% (calculated on the Base Rate) on Sunday.

*For example: an Afternoon Shift Part-Time Team Member performing flex-up on Saturday will be paid 160% for hours worked between 5am and 7pm (i.e. 100% Base Rate + 40% Afternoon Shift penalty + 20% Flex-Up loading).*

16.5.3 Personal leave, annual leave, or other forms of leave entitlements (except long service leave) do not accrue on flex-up hours.

16.5.4 A Part-Time Team Member can elect to provide written standing consent to vary their regular pattern of work in order to work flex-up hours provided that such standing consent may be withdrawn by the team member at any time. (To avoid doubt, a team member who provides standing consent can still verbally refuse to work additional hours when offered on any occasion). Such a variation in writing may be made by electronic means (this will include MyColes, E-mail and SMS).

16.5.5 A record of the agreement and any variation to it (including by way of standing consent) will be retained by the Company and provided to the team member. This may be provided by electronic means as noted above.

## 16.6 **Casual Team Member Rosters**

16.6.1 A Casual Team Member will be rostered:

- (a) no more than forty-eight (48) hours in any week or one hundred and fifty-two (152) hours in a four (4) week cycle; and
- (b) no more than twenty (20) shifts in a four week cycle.

16.6.2 A Casual Team Member will be engaged for a minimum of three (3) hours on any shift.

16.6.3 A Casual Team Member who has been engaged but not permitted to commence work will receive two (2) hours pay at their usual casual rate of pay (Base Rate + Casual Loading).

16.6.4 Notwithstanding the provisions of clause 5 - No Extra Claims in this Agreement, leave is reserved for the parties to discuss and agree to alternative rostering arrangements to those provided in clause 16. If the parties agree to alternative rostering arrangements the parties will make application under the provisions of section 210 of the Act (or its successor provision(s)) for a variation of this Agreement.

16.7 **Variation of Roster and Consultation**

- 16.7.1 Where the Company proposes change to a permanent team member's regular roster or ordinary hours of work the Company will consult with the team member or team members affected and their representatives, if any, about the proposed change.
- 16.7.2 The Company will:
- (a) Provide team members at least seven (7) calendar days' notice prior to making any change. This notice period may be shortened by mutual agreement between the team member(s) and the Company;
  - (b) Provide to the team member(s) affected and their representatives, if any, all relevant information about the proposed change. For example, information about the nature of the change to the team member's regular roster or ordinary hours of work and when that change is proposed to commence and information about the likely effects of the change. However, the Company is not required to disclose confidential or commercially sensitive information to the team member(s) or their representatives;
  - (c) Invite the team member(s) affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities, or education commitments); and
  - (d) Give prompt and genuine consideration to any views about the impact of the proposed change that are given by the team member(s) concerned and/or their representatives.
- 16.7.3 The requirement to consult under this clause does not apply where a team member has irregular, sporadic or unpredictable working hours.
- 16.7.4 This clause is to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

**17. OVERTIME**

- 17.1 A team member may be required to work reasonable overtime to meet the operational requirements of the Company.
- 17.2 All work performed outside or in excess of a team member's ordinary hours as prescribed by this Agreement is overtime.
- 17.3 A team member will not work outside their ordinary hours unless expressly or implicitly directed by the Company to do so.
- 17.4 In the calculation of overtime, each shift stands alone.
- 17.5 Where a team member is required to work a full overtime shift separate to their ordinary hours shift, the team member will be engaged for a minimum period of three (3) hours.
- 17.6 Authorised overtime will be paid at the applicable rate set out in the following table, calculated using the hourly Base Rate in clause 9.1. The Casual Loading is not payable for overtime hours.

	Day Shift	Afternoon Shift	Night Shift
Mon- Sat First 2 hours	150%	165%	175%
Mon – Sat After 2 hours	200%	215%	225%
Sundays	200%	215%	225%
Public Holidays	250%	250%	250%

## 18. TIME OFF IN LIEU OF OVERTIME/ FLEX-UP PENALTY

- 18.1 By mutual agreement, a team member may elect to take time off in lieu (**TOIL**) instead of payment for overtime and/or flex-up hours worked Monday to Sunday, subject to the following conditions:
- 18.1.1 TOIL will be taken at a mutually agreed time which is suitable to the operational needs of the business and agreed between the Company and the team member when the overtime or flex-up hours are worked.
- 18.1.2 TOIL will accrue at the appropriate overtime or flex-up rate. For example, two (2) hours of overtime at a rate of time and a half equates to an entitlement of three (3) hours TOIL.
- 18.1.3 The Company cannot require a team member to take TOIL instead of payment for overtime worked.
- 18.2 At any one time, the maximum accrual of TOIL (**TOIL cap**) is:
- (a) one hundred and fifty-two (152) hours for Full-Time Team Members; and
  - (b) the average weekly hours worked for Part-Time Team Members (calculated over four (4) weeks).
- 18.3 Once a team member has reached the TOIL cap, any further overtime or flex-up hours worked must be paid at the applicable overtime or flex-up rate.
- 18.4 The Company maintains discretion to pay out a team member's accrued TOIL at any time unless prior arrangements have been agreed between the Company and the team member.

## 19. MEAL BREAKS AND REST BREAKS

- 19.1 All team members are entitled to the meal break and rest breaks listed in the table below, subject to the provisions of this clause.



<b>Hours Worked</b>	<b>Rest Break (paid)</b>	<b>Meal Break (unpaid)</b>
Four hours or less	None	None
More than 4 hours but less than 5 hours	1 x 10 minutes	None
Minimum of 5 hours but less than 8 hours	1 x 10 minutes	1 x 30 minutes
Minimum of 8 hours but less than 11.5 hours	2 x 10 minutes	1 x 30 minutes
Minimum of 11.5 hours	3 x 10 minutes	1 x 30 minutes

**19.2 Meal Break**

- 19.2.1 A team member will be provided a thirty (30) minute unpaid meal break after five (5) consecutive hours of work (or six (6) hours by mutual agreement). The meal break is not counted as time worked.
- 19.2.2 Agreement to work more than five (5) hours without a meal break may be revoked by the Company or the team member providing twenty-four (24) hours' notice.

19.2.3 A team member may elect to reduce their meal break by five (5) minutes and add five (5) unpaid minutes to the first paid rest break (or second rest break in the case of Afternoon Shift team members).

### 19.3 **Rest Break**

19.3.1 A team member is entitled to a paid rest break of ten (10) minutes in any shift of more than four (4) hours duration and to a second paid ten (10) minute rest break in any shift of eight (8) hours or more.

19.3.2 Paid rest breaks are taken at a time fixed by the Company, provided that the rest break will not be:

- (a) within one (1) hour of the team member's normal start or finish time of work; or
- (b) within one (1) hour either side of a meal break.

19.3.3 The meal and paid rest breaks prescribed by clause 19 apply to both ordinary hours of work and overtime.

### 19.4 **Alternative meal and rest break arrangements**

19.4.1 The Company and a majority of team members on a shift may agree to the following alternative arrangement for meal and rest breaks:

- (a) The first rest break to be of fifteen (15) minutes duration, comprising ten (10) minutes paid time and five (5) minutes unpaid. The meal break to be of twenty five (25) minutes duration and unpaid.
- (b) Such agreement is subject to one vote only and the outcome of that vote is binding upon the relevant shift for the life of the Agreement. If an agreement is reached it must be documented in writing, dated and a record maintained by payroll.
- (c) For the purposes of this clause "**shift**" means Day Shift, Afternoon Shift or Night Shift.

### 19.5 **Freezer break**

A team member who is required to work more than two (2) consecutive hours in a cold chamber in which the temperature is set at or below zero degrees Celsius (0°C) is entitled to a paid rest break of twenty (20) minutes every two (2) hours so worked. The rest break prescribed by this clause may be scheduled such that it is taken concurrently with other breaks prescribed by this Agreement.

### 19.6 **Hot Weather**

On days on which the temperature is forecast to reach or exceed thirty-eight degrees Celsius (38°C) the paid rest break which falls closest to midday will be extended by five (5) minutes. This clause does not apply to any team member required to work for the duration of their rostered shift in the freezer, chiller or office (or combination of these).

## 20. STAND DOWN

- 20.1 The Company may stand down a team member/s without pay if the team member/s cannot usefully be employed for more than four (4) hours because of:
- (a) a breakdown of machinery or equipment;
  - (b) industrial action undertaken by persons not engaged pursuant to the terms of this Agreement; or
  - (c) a stoppage of work for any other cause for which the Company cannot reasonably be held responsible.
- 20.2 Where practicable, the Company will provide twenty-four (24) hours' notice of such stand down.
- 20.3 Where team members are likely to be stood down for a day or more, the Company will endeavour to minimize team members' loss of earnings by seeking the agreement of affected team members to roster changes, changes to rostered days off, or the taking of accrued annual leave.

## 21. ANNUAL LEAVE

### 21.1 Entitlement

- 21.1.1 A Full-Time Team Member is entitled to four (4) weeks of paid annual leave for each completed twelve (12) months of continuous service with the Company.
- 21.1.2 A Part-Time Team Member is entitled to annual leave on a pro-rata basis.
- 21.1.3 A Casual Team Member is not entitled to annual leave.
- 21.1.4 Annual leave accrues progressively during each year of service according to a team member's ordinary hours of work.
- 21.1.5 Subject to the Company's approval:
- (a) A team member may take up to two (2) weeks of paid annual leave after six (6) months of continuous service.
  - (b) A team member may take up to five (5) single days of paid annual leave, or combinations of single days to a maximum of five (5) days, in any year.
- 21.1.6 Accrued untaken annual leave is paid out on termination.
- 21.1.7 Annual leave is paid at the team member's Base Rate for their ordinary hours of work, plus an annual leave loading of 17.5%. A team member who works Night Shift is paid the penalty rate payments they would have received for their ordinary hours of work had they not been on leave in lieu of the annual leave loading.
- 21.1.8 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a seven (7)-day shiftworker who is regularly rostered to work on Sundays and public holidays.

21.2 **Taking annual leave**

- 21.2.1 Annual leave will be taken at a time mutually agreed between the team member and the Company, having regard to operational requirements, within six (6) months of the leave falling due, unless otherwise agreed.
- 21.2.2 If the Company has not responded to a team member's request to take non-preference annual leave within a period of two (2) weeks, the team member shall be entitled to consider the leave approved. For the purposes of this clause, "**non-preference leave**" means leave other than during the period between 9 December and 2 February the following year, and the week prior to and after Easter.
- 21.2.3 If a team member has not taken his/her annual leave within six (6) months of falling due and no agreement has been reached with respect to taking such leave, the Company may (subject to the applicable provisions of the NES) direct the team member to take annual leave provided that the team member is given reasonable notice of the time at which the leave is to be taken.
- 21.2.4 If a public holiday falls within a team member's period of annual leave, that day is treated as a public holiday and will not be deducted from the team member's annual leave entitlement. In the case of a Part-Time Team Member, the public holiday must fall upon a day of the week upon which the team member is usually required to work their base hours for this provision to apply.

21.3 **Cashing out annual leave**

- 21.3.1 A team member may cash out their accrued annual leave provided that:
- (a) Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between the team member and the Company;
  - (b) At least 152 hours (pro-rata for part-time team members) of accrued annual leave remains after cashing out;
  - (c) The team member is paid what they would have been paid if he/she had taken the annual leave; and
  - (d) The Company will not unreasonably refuse such a request.

**22. PERSONAL LEAVE**

22.1 **Entitlement**

- 22.1.1 A Full-time Team Member is entitled to ten (10) days' paid personal leave for each year of continuous service with the Company when they are absent from work due to:
- (a) personal illness or injury ("**Sick Leave**"); or
  - (b) to provide care or support for a member of the team member's immediate family or household who requires care or support due to personal injury or illness, or an unexpected emergency ("**Carer's Leave**").
- 22.1.2 A Part-time Team Member is entitled to paid personal leave on a pro-rata basis.

- 22.1.3 A Casual Team Member is not entitled to paid personal leave.
- 22.1.4 A team member's personal leave entitlement accrues progressively during each year of service based on their ordinary hours of work. Unused personal leave accumulates from year to year.
- 22.1.5 Personal leave is paid at the team member's Base Rate of pay.
- 22.1.6 During the first 12 months of their employment a permanent team member may request and be granted paid personal leave in advance, before their entitlement has accrued.
- 22.1.7 A team member is not entitled to paid personal leave for any period of absence during which they are entitled to claim workers' compensation benefits for that injury or illness.

**22.2 Notification**

- 22.2.1 A permanent team member must notify the Company via the absence line prior to the commencement of their shift if they are unable to attend work because of Sick Leave or Carer's Leave, including:
  - (a) the general nature of the illness or injury; or
  - (b) the person requiring care and their relationship to the team member; and
  - (c) the estimated duration of absence.
- 22.2.2 If the team member's estimated absence is longer than one (1) week, the team member is required to contact the Company at the start of each week of the absence to advise of the expected date of their return to work.
- 22.2.3 A Casual Team Member who is unable to attend for work due to personal illness or injury is required to notify their manager prior to the commencement of their shift.

**22.3 Evidence**

- 22.3.1 A permanent team member's entitlement to personal leave is subject to the following evidence requirements in support of any absence due to Sick Leave or Carer's Leave.

Period of absence in any calendar year (paid and unpaid personal leave)	Documentation required
First, second and third single day/part-day absences	No documentation required unless the shift falls on a day before or after a public holiday.
Any period of personal leave falling on the day before or after a public holiday	Medical certificate from a registered health practitioner, or a statutory declaration if it is not reasonably practicable for the team member to provide a medical certificate.
Fourth single day/part-day absence, and any subsequent absences	Medical certificate from a registered health practitioner, or a statutory declaration if it is not reasonably

	practicable for the team member to provide a medical certificate.
Any period of personal leave longer than one day/part-day	Medical certificate from a registered health practitioner, or a statutory declaration if it is not reasonably practicable for the team member to provide a medical certificate.

**22.4 Unpaid Carer's Leave**

- 22.4.1 All team members are entitled to two (2) days' unpaid personal leave per permissible occasion (Unpaid Carer's Leave).
- 22.4.2 A "**permissible occasion**" is when a member of the team member's immediate family or household requires care or support because of a personal illness or injury or an unexpected emergency.
- 22.4.3 Team members are required to comply with the notification and evidence requirements above when taking Unpaid Carer's Leave.
- 22.4.4 A permanent team member is not eligible for Unpaid Carer's Leave unless they have exhausted their paid personal leave entitlements.

**22.5 Illness on Annual Leave**

Where a team member is sick or suffers a serious incapacitating illness for seven (7) days or more during annual leave, the annual leave will be re-credited for the period of the illness upon the team member producing, within seven (7) days of returning to work, a certificate from a duly qualified medical practitioner confirming the period and nature of illness. Such re-credited annual leave will not attract the relevant annual leave loading.

**23. COMPASSIONATE LEAVE**

- 23.1 A Full-Time or Part-Time Team Member is entitled to compassionate leave as follows.

Reason for absence	Leave Entitlement
Spending time with a member of the team member's immediate family or household contracts or develops a personal illness or personal injury that poses a serious threat to his or her life.	2 days paid
Stillbirth of a child who would have been a member of the team's member's immediate family or household.	2 days paid

The team member, or the team member's spouse or de facto partner, has a miscarriage.	2 days paid
Death of a spouse, de-facto partner, father, mother or child.	5 days paid
Death of a step-father, step-mother, foster parent, parent in law, grandparent, grandparent in law, uncle, aunt, nephew, niece, step child, foster child, or grandchild, brother, sister, brother in law, sister in law, son in law, or daughter in law, or a member of the team member's household.	2 days paid
Death of a step-father, step-mother, foster parent, parent in law, grandparent, grandparent in law, uncle, aunt, nephew, niece, step child, foster child, or grandchild, brother, sister, brother in law, sister in law, son in law, or daughter in law which occurs outside of Western Australia and the team member attends the funeral.	3 days paid

23.2 A Casual Team Member is entitled to unpaid compassionate leave for each permissible occasion as specified in clause 23.1 above.

23.3 **Taking Compassionate Leave**

A team member's entitlement to compassionate leave is subject to the following conditions:

- (a) The team member will notify the Company of his/her intention to take compassionate leave as soon as reasonably practicable.
- (b) The team member may be required to provide evidence to support their claim for compassionate leave to the satisfaction of the Company.

**24. LONG SERVICE LEAVE**

24.1 A team member is entitled to long service leave in accordance with the Long Service Leave Act 1958 (WA), as amended.

24.2 In addition, a Full-Time and Part-Time Team Member has the following long service leave entitlements:

- (a) Subject to the provisions of the Long Service Leave Act 1958 (WA), where a team member requests in writing to be paid in lieu of all or part of their entitlement to long service leave, the Company will grant such request provided that payment in lieu of an entitlement to take long service leave is made in full weeks at the team member's Base Rate applicable at the time of making the payment.
- (b) If a team member is sick or suffers a serious incapacitating illness for more than two (2) weeks while on long service leave the team member may upon application

substitute their accrued personal/carer's leave long service leave and have their entitlement to long service leave re-credited by the number of days of such substituted leave. Any application for such substituted leave must be accompanied by a medical certificate with respect to the period of the proposed substitution.

- (c) A team member may request to access long service leave on the basis of taking twice the time off to which he/she would otherwise be entitled at half pay. Such requests will not be unreasonably refused.

## 25. PARENTAL LEAVE

- 25.1 Parental leave is provided in accordance with the NES and Company policy.
- 25.2 A team member who is eligible for parental leave may apply to the Company for a period of extended parental leave such that the total period of parental leave available to a team member in connection with the birth or adoption of a child shall not be more than two (2) years. The approval of any subsequent application to vary the period of parental leave is at the Company's discretion.

## 26. PRENATAL LEAVE

### 26.1 Entitlement and Eligibility

- 26.1.1 Pregnant team members: A Full-Time or Part-Time Team Member who is pregnant may access Personal Leave for the purpose of attending medical appointments associated with the pregnancy.
- 26.1.2 Team members whose partner is pregnant: A Full-Time or Part-Time Team Member may access Personal Leave for the purpose of attending medical appointments with their pregnant partner.

### 26.2 Proof Of Attendance

Proof of attendance at a medical appointment must be provided by the team member to the Company for the purpose of accessing prenatal leave.

### 26.3 Taking Prenatal Leave

Where possible team members should arrange appointments as close as possible to the beginning or end of their ordinary working hours. The team member is to provide reasonable notice to the Company of the requirement to take prenatal leave. Personal Leave will be deducted from the team member's accrued entitlement based on the actual time taken to attend each appointment.

## 27. EMERGENCY SERVICES LEAVE

- 27.1 A Full-Time or Part-Time Team Member involved in recognised voluntary services including SES and firefighting is entitled to paid time off to attend to emergency situations.



- 27.2 Emergency Services Leave is paid at the team member's Base Rate of pay. To receive payment, a team member must provide to the Company proof of attendance at the emergency situation.
- 27.3 A Casual Team Member is entitled to unpaid Emergency Services Leave.
- 27.4 The team member is required to keep the Company informed about the time off needed to attend to emergency duties.
- 27.5 Leave for attendance at emergencies in the local area will not be unreasonably restricted or accessed.
- 27.6 Leave for emergencies that are not local is limited to two (2) days but this period may be increased depending on the nature of the emergency (e.g. major bushfires).

## **28. DEFENCE FORCE SERVICE LEAVE**

- 28.1 A Full-Time or Part-Time Team Member is entitled to leave to attend Defence Force Reserve approved training camps.
- 28.2 During such leave a team member who is required to attend full time training will be paid an amount equal to the difference between the wages received in respect of their attendance and the payment they would have received for working ordinary time during that period.
- 28.3 To receive payment, a team member must provide to the Company proof of attendance and proof of the Defence Forces Reserve rate of pay and the total payment received for the time spent in training.
- 28.4 A Casual Team Member is entitled to unpaid leave to attend Defence Forces Reserve approved training camps.
- 28.5 A team member must provide the Company with at least one (1) month's notice of such leave. The notice should detail the leave start and finish dates.

## **29. JURY SERVICE**

- 29.1 A team member is entitled to leave when required to attend for jury service during their ordinary hours of work.
- 29.2 During such leave, a Full-Time or Part-Time Team Member will be paid the difference between the jury service fees received and the Ordinary Rate of pay the team member would have received for their ordinary hours of work.
- 29.3 A team member must provide to the Company proof of:
- (a) their requirement to attend jury service;
  - (b) their actual attendance; and
  - (c) jury fees received for their jury service.

- 29.4 The Company is not required to pay Casual Team Members who are absent for a period because of jury service. A Casual Team Member may be eligible to receive payment for jury service from the court under state legislation.
- 29.5 A team member will notify the Company of the requirement to attend jury service as soon as practicable after receiving notification to attend.

## 30. FAMILY & DOMESTIC VIOLENCE LEAVE

30.1 Family and Domestic Violence Leave applies to all team members, including Casual Team Members, in accordance with this clause and Company policy.

30.2 In this clause:

**“family and domestic violence”** means violent, threatening or other abusive behaviour by a close relative of a team member, a member of the team member’s household, or a current or former intimate partner of a team member that seeks to coerce or control the team member and that causes them harm or to be fearful.

**“close relative”** means:

- i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the team member; or
- ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the team member; or
- iii. a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of close relative in this clause includes a former spouse or de facto partner.

30.3 A team member is entitled to ten (10) days’ paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each twelve (12) month period of the team member’s employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to Part-Time and Casual Team Members.

30.4 Payment for a period of Family and Domestic Violence Leave is at the team member’s Ordinary Rate.

30.5 A period of leave to deal with family and domestic violence may be less than a day by agreement between the team member and the Company.

30.6 If the team member has exhausted their paid leave entitlement they may access other forms of leave.

## 31. PUBLIC HOLIDAYS

### 31.1 Entitlement

Public holidays are days referred to below:

- (a) New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, King's Birthday, Christmas Day, Boxing Day; and
- (b) for a Full-Time or Part-Time Team Member, the birthday of the team member (**Birthday Holiday**).

31.2 Subject to the Company's approval, a team member may request to substitute another day/s as an alternative to the public holiday day/s listed in clause 31.1. Where the Company agrees to the request, the alternative day/s will be treated as a public holiday for the purpose of this clause. If the team member works on both a public holiday and on a day that is substituted for the public holiday under this clause, the public holiday penalty rate is applicable to only one of those days.

31.3 Where a team member's Birthday Holiday falls on one of the other public holidays prescribed by clause 31.1, the Birthday Holiday will be taken on the day that the team member's next rostered ordinary hours would otherwise have been worked.

31.4 Where additional public holidays are proclaimed, gazetted or legislated, those days will be observed as public holidays for the purposes of this Agreement.

### 31.5 Work on a public holiday

31.5.1 Due to the nature of the Company's business, the DC is required to operate on public holidays. The Company's preference is that the site's public holiday rostering requirements can be filled with team members volunteering to work.

31.5.2 Subject to section 114 of the FW Act, a Full-Time or Part-Time Team Member engaged after the approval of the 2014 Agreement:

- (a) can be required by the Company to work on a maximum of three (3) public holidays each year, but cannot be required to work on Christmas Day, Boxing Day or Good Friday;
- (b) may volunteer or request to work on any public holiday.

31.5.3 A Full-Time or Part-Time Team Member engaged prior to the approval of the 2014 Agreement cannot be required to work on any public holidays, but they may volunteer or request to work on a public holiday.

31.5.4 Reasonable grounds for refusing to work on a public holiday will be determined having regard to:

- (a) the nature of work performed by the team member and their type of employment (full-time, part-time, casual or shift work);
- (b) the operational requirements of the Company;
- (c) the team member's reason for the refusal;

- (d) the team member's personal circumstances (including family responsibilities);
- (e) the amount of notice in advance of the public holiday given by the Company when making the request;
- (f) the amount of notice in advance of the public holiday given by the team member in refusing the request; and
- (g) whether an emergency or any other unforeseen circumstances are involved.

### **31.6 Payment on a public holiday**

- 31.6.1 Where the majority of a team member's rostered shift falls on a public holiday, the entire shift is regarded as the public holiday for the purpose of this Agreement.
- 31.6.2 Where a team member is rostered for a shift with an equal number of hours on a public holiday and on the day after a public holiday, the entire shift is treated as a public holiday for the purpose of this Agreement.
- 31.6.3 Where a team member is rostered for a shift with an equal number of hours on the public holiday and on the day before a public holiday, the entire shift shall be treated as a normal shift for the purpose of this Agreement.
- 31.6.4 All work performed on a public holiday is paid at 250% of the team member's Base Rate.
- 31.6.5 A Full-time or Part-time Team Member can elect to take TOIL instead of receiving the public holiday pay prescribed in clause 31.6.4. If a team member elects TOIL they will be paid at Base Rates (i.e. 100%) for the hours worked on the relevant public holiday plus receive TOIL accruals equivalent to time and a half (i.e. 150%) of the hours worked.

### **31.7 Non-working Day and public holidays**

- 31.7.1 The non-working day entitlements provided under this clause 31.6 do not apply to any additional day proclaimed, gazetted or legislated as a public holiday as a consequence of one of the public holidays specified in clause 31 falling on a Saturday or Sunday.
- 31.7.2 For the purpose of this clause 31.7, "**day**" means:
  - (a) Eight (8) hours for a Full-Time Team Member; or
  - (b) For a Part-Time Team Member, the team member's base hours divided by the regular number of rostered days worked in each four (4) week cycle.

#### Full-Time Team Members

- 31.7.3 Where a public holiday prescribed by clause 31.1 falls on a day which for a Full-Time Team Member is a non-working day (including a RDO), the team member and the Company will agree that the team member will be compensated by either:
  - (a) payment of an additional day's wages; or
  - (b) the addition of one day to the team member's annual leave, provided that payment for such additional leave does not include the annual leave loading prescribed by clause 21.1.7; or

(c) another day being allowed off to the team member within twenty-eight (28) days of the public holiday.

31.7.4 Where there is no agreement, compensation will be payment of an additional day's wages.

#### Part-Time Team Members

31.7.5 **Part-Time Team Members rostered to work 20 shift four-week roster cycle:** Where a public holiday falls on a day which is a non-working day, the team member and the Company will agree that the team member will be compensated by either:

(a) payment of an additional day's wages; or

(b) the addition of one day to the team member's annual leave, provided that payment for such additional leave does not include the annual leave loading prescribed by clause 21.1.7; or

(c) another day being allowed off to the team member within twenty-eight (28) days of the public holiday.

31.7.6 **Part-Time Team Members rostered to work on varying / different days each week:** Where a public holiday falls on a day of the week on which ordinary hours are regularly worked but which, in this case, is a non-working day, the team member will be compensated in accordance with clause 31.7.5 above.

31.8 A team member whose employment is terminated by the Company, otherwise than for misconduct, on his or her last usual rostered working day preceding a public holiday/s will be paid for such public holiday/s.

## 32. PPE

32.1 Team members will be provided with a jacket by the Company free of charge. The jacket will remain the property of the Company and will be replaced by the Company on a fair wear and tear basis.

32.2 The jacket will be laundered by the team member.

## 33. CHANGE

### 33.1 **Company's Duty to Notify**

33.1.1 Where the Company has made a definite decision to introduce a major change in production, program, organisation, structure or technology that is likely to have a significant effect on team members, the Company will notify the team members who may be affected by the proposed change and their nominated representatives, if any.

33.1.2 "**Significant effects**" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any such matters, an alteration is deemed not to have a significant effect.

**33.2 Company's Duty to Discuss Change**

- 33.2.1 The Company will discuss with team member/s affected and their nominated representatives, if any, the introduction of the changes referred to above, the effect the changes are likely to have on team member/s, measures to avert or mitigate the adverse effects of such changes on team member/s.
- 33.2.2 The discussions will commence as soon as practicable after a definite decision has been made by the Company to make the change.
- 33.2.3 For the purposes of such discussion, the Company will provide in writing to the relevant team member/s and to their nominated representatives, if any:
- (a) all relevant information about the changes including the nature of the changes proposed;
  - (b) the expected effects of the changes on team member/s; and
  - (c) any other matters likely to affect team member/s, provided that the Company is not required to disclose confidential or commercially sensitive information.
- 33.2.4 The Company will give prompt consideration to matters raised by the team member/s and/or their nominated representatives in relation to the changes.

**34. REDUNDANCY & REDEPLOYMENT**

**34.1 Discussions before Termination**

- 34.1.1 Where the Company has made a definite decision that the Company no longer wishes the job the team member has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company will hold discussions with the team member/s directly affected and with their nominated representatives, if any.
- 34.1.2 The discussions will take place as soon as is practicable and include the reasons the proposed terminations are required, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any terminations on the team members concerned.
- 34.1.3 For the purpose of the discussion the Company will, as soon as practicable, provide in writing to the team member/s concerned and their nominated representatives, if any, all relevant information about the proposed termination including the reasons for the proposed terminations, the number and categories of team members likely to be affected, and the number of team members normally employed and the period over which the terminations are likely to be carried out.
- 34.1.4 Provided that the Company is not required to disclose confidential or commercially sensitive information.

**34.2 Voluntary Redundancies**

- 34.2.1 Where it is necessary to implement redundancies, the following process applies:

- (a) The Company will call for expressions of interest for voluntary redundancy amongst team members.
- (b) The Company will review any expressions of interest received and consider whether it will offer voluntary redundancy. There is no automatic right to redundancy.
- (c) Expressions of interest will be assessed against a published set of criteria to ensure appropriate levels of operational skills are retained. In reviewing the expressions of interest, the Company has the right to retain a requisite level of operational skills amongst its team members.
- (d) The Company will select team members to be made redundant if there are insufficient volunteers.

### 34.3 **Severance Pay**

34.3.1 In addition to the period of notice provided by clause 14.1 of this Agreement and in addition to such other benefits to which a team member may be entitled upon termination pursuant to the terms of this Agreement, a permanent team member whose employment is terminated for reason of redundancy is entitled to severance pay as follows:

- (a) Four (4) week's pay for each completed year of service plus pro-rata payment at this rate for completed months of service with respect to any part completed year, provided that such payments do not exceed fifty-two (52) weeks' pay; and,
- (b) In the case of team members aged over forty-five (45) years as at the date of termination, a further payment of one (1) week's pay for each completed year of service plus pro-rata payment at this rate for completed months of service with respect to any part completed year provided that such payments do not exceed fifteen (15) weeks' pay.

34.3.2 "**Week's Pay**" means the team member's Base Rate of pay as prescribed by clause 9.1.

### 34.4 **Team Member Leaving During Notice**

A team member, whose employment is terminated due to redundancy may terminate his or her employment during the period of notice. The team member is entitled to the same benefits and payments under this clause 34 had he or she remained with the Company until the expiry of such notice. Provided that in such circumstances the team member is not be entitled to payment in lieu of notice.

### 34.5 **Alternative Employment**

The requirement to pay severance pay to a redundant team member may be waived in the event that the Company obtains acceptable alternative employment for the team member. Any dispute as to what constitutes acceptable alternative employment shall be resolved through the Dispute Settlement Procedure set out in **Appendix 3**.

### 34.6 **Time Off During Notice Period**

34.6.1 During the period of notice of termination given by the Company a team member will be allowed up to one (1) day time off without loss of pay during each week of notice for the purpose of seeking other employment.

34.6.2 If the team member has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the team member will, at the request of the Company, be required to produce evidence of attendance at an interview or they will not receive payment for the time absent.

34.6.3 For the purpose of this clause a statutory declaration will be sufficient evidence.

#### 34.7 **Notice to Commonwealth Agency**

Where a decision has been made to terminate fifteen (15) or more team members due to redundancy, the Company will notify the relevant Commonwealth Agency as soon as possible giving relevant information including the number and categories of the team members likely to be affected and the period over which the terminations are intended to be carried out.

#### 34.8 **Transfer of Business**

34.8.1 Where a business is before or after the date of this Agreement, transmitted from one employer (in this sub-clause called the "**old employer**") to another employer (in this sub-clause called "**the new employer**") and a team member who at the time of such transmission was a team member of the old employer in that business becomes a team member of the new employer:

- (a) The continuity of the employment of the team member will be deemed not to have been broken by reason of such transfer; and
- (b) The period of employment which the team member has had with the old employer or any prior old employer will be deemed to be service of the team member with the new employer.

34.8.2 A team member who rejects an offer of employment made by the new employer that:

- (a) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the team member's terms and conditions of employment with the old employer immediately before ceasing employment with the old employer; and
- (b) recognises the team members service with the first employer as continuous service with the new employer; and
- (c) had the team member accepted the offer, there would have been a transfer of employment in relation to the team member; and
- (d) will not be entitled to the severance benefits provided in this Agreement.

34.8.3 If there is a dispute about the terms and conditions of the offer of employment, the team member may make application to the FWC to resolve it.

34.8.4 In this clause "**business**" includes trade, process, business or occupation and includes part of any such business and "transfer" includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and "**transmitted**" has a corresponding meaning.

34.8.5 Where a business has been transferred from one employer to another and the provisions of clause 34.8 of this Agreement apply, a team member's entitlement to Personal Leave



at the date of transfer from service with the first employer ("the old employer") will remain an entitlement of the team member at the commencement of service with the new employer ("the new employer") and may be claimed in accordance with the provisions of this clause.

**34.9 Team Members Exempted**

Clause 34 does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or in the case of casual team members, apprentices, or team members engaged on a fixed term basis or for a specified task or tasks.

**34.10 Redeployment**

34.10.1 The Company may require a team member to work at the Site or at any other Distribution Centre operated by the Company in conjunction with the Site provided that:

- (a) In travelling to any Distribution Centre other than that at which the team member is regularly engaged to work, the provisions of clause 10.5 Travelling Allowance will apply with respect to any additional travel.
- (b) In requiring a team member to travel the Company will not impose unreasonable demands upon the team member having regard to the team member's personal circumstances.

34.10.2 The Company may relocate a team member to perform work in a part of the business in which employment is not regulated by the provisions of this Agreement provided that:

- (a) The terms and conditions of employment of the team member are, overall, no less favourable to the team member than those applicable to the team member prior to relocation.
- (b) The location of the alternative employment is reasonable having regard to the team member's personal circumstances and the travelling time and distance between the team member's residence and the Distribution Centre.
- (c) The team member's continuity of employment with the Company and all accrued entitlements are maintained.
- (d) The alternative employment offered to the team member is within the team member's skill, competence and training.

34.10.3 Nothing contained in this clause will inhibit the right of a team member to apply for and be offered employment by the Company in a position not covered by the terms of this Agreement, or, inhibit the right of the Company to offer and the team member to accept employment by the Company in a position not covered by the terms of this Agreement irrespective of whether the provisions of clause 34.10.2 are satisfied.

**35. SUPERANNUATION**

35.1 A team member's superannuation contributions are governed by the provisions of the Superannuation Guarantee Charge Act 1992 (as amended) and the applicable regulations.

35.2 Superannuation contributions will be made to the team member's choice of fund.

- 35.3 All superannuation contributions, including voluntary contributions and salary sacrifice contributions will be remitted monthly to the team member's superannuation fund.
- 35.4 For the purpose of this clause, contributions will be paid on ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (as amended).
- 35.5 Team members who wish to make additional contributions to their superannuation fund (voluntary contributions) may do so in accordance with applicable Company policies and procedures.
- 35.6 A team member may make their own specified contributions to a fund by salary sacrificing part of their pretax earnings in accordance with the Company's policies and procedures provided that:
- (a) The amount of the specified contribution will include the cost of any Fringe Benefits Tax.
  - (b) The amount of any specified contribution will be limited to 30% of pre-tax earnings.
  - (c) Pre-sacrificed earnings will be used in the calculation of any Workers Compensation or redundancy payments.
  - (d) Salary sacrifice arrangements may be commenced or changed in the first pay period of January and/or July of each year. A team member may cease to participate in salary sacrifice arrangements at any time by advising the Company in writing.

## **36. FLEXIBILITY TERM**

- 36.1 The Company and a team member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 36.2 the Agreement deals with one (1) or more of the following matters:
- (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances;
  - (e) leave loading; and
- 36.2.1 the arrangement meets the genuine needs of the Company and team member in relation to one (1) or more of the matters above; and
- 36.2.2 the arrangement is genuinely agreed to by the Company and team member.
- 36.3 The Company must ensure that the terms of the individual flexibility arrangement:
- 36.3.1 are about permitted matters under section 172 of the Act; and
  - 36.3.2 are not unlawful terms under section 194 of the Act; and

- 36.3.3 result in the team member being better off overall than the team member would be if no arrangement was made.
- 36.4 The Company must ensure that the individual flexibility arrangement:
- 36.4.1 is in writing; and
- 36.4.2 includes the name of the Company and team member; and
- 36.4.3 is signed by the Company and team member and if the team member is under eighteen (18) years of age, signed by a parent or guardian of the team member; and
- 36.4.4 includes details of:
- (a) the terms of the Agreement that will be varied by the arrangement; and
  - (b) how the arrangement will vary the effect of the terms; and
  - (c) how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- 36.4.5 states the day on which the arrangement commences.
- 36.5 The Company must give the team member a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 36.6 The Company or team member may terminate the individual flexibility arrangement:
- 36.6.1 by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- 36.6.2 if the Company and team member agree in writing — at any time.

## **37. ENGAGEMENT OF LABOUR HIRE WORKERS**

- 37.1 The Company will consult with the Union regarding its intentions about the use of labour hire workers at the Site.
- 37.2 The Company will offer labour hire workers direct casual employment after they have completed nine (9) months' work at the Site.

## **38. UNION RECOGNITION**

- 38.1 Throughout the term of this Agreement, a maximum of twelve (13) elected Union delegates will be recognised by the Company. Union delegates acknowledge their primary responsibility is to perform the responsibilities, activities and functions of their employment.
- 38.2 Recognised Union delegates will be afforded reasonable paid time at the Company's discretion:
- 38.2.1 to participate in any consultative mechanisms that may be established by the Company and to represent the legitimate concerns of team members who are Union members in accordance with the dispute resolution procedure of this Agreement;
- 38.2.2 to conduct legitimate on-site Union business with Union members and prospective members in accordance with their rights under this Agreement and the FW Act. Prior to discharging any legitimate on-site Union business, the delegate(s) must obtain approval from site management.
- 38.3 Recognised Union delegates will be permitted two (2) days' paid delegate training leave per calendar year to attend legitimate Union training courses, subject to the following:
- 38.3.1 adequate written notice (at least 4 weeks) must be provided to the Company to accommodate the absence of relevant delegates;
- 38.3.2 any requests for recognised delegates to attend further training will be discussed with the DC Manager or P&C Manager and subject to Company approval;
- 38.3.3 delegate training leave is paid at the Ordinary Rate.
- 38.4 The Company will provide Union officials access to attend site to hold discussions with prospective members including new team members at the site during team member induction sessions. The Union will be provided maximum of 15 minutes per induction session for this purpose.
- 38.5 Upon authorisation from a team member the Company will deduct a team member's Union membership contribution in accordance with its existing practices and Union rules.

### 39. SIGNATORIES

Signed by a duly authorised representative on behalf of Coles Group Supply Chain Pty Ltd

Signed by a duly authorised representative on behalf of The Shop, Distributive and Allied Employees' Association

Full Name:

Full Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

800 Toorak Road Hawthorn East VIC 3123

Level 6, 53 Queen Street Melbourne VIC 3000

## APPENDIX 1: CLASSIFICATIONS

1. The **"Team Member in Training"** classification means:
  - 1.1 A team member at this level is a person who upon engagement does not possess the relevant qualifications and/or experience required by the Company to competently perform the duties of a team member.
  - 1.2 A team member at this level performs routine duties only to their level of training. Such a team member:
    - 1.2.1 works under direct supervision;
    - 1.2.2 undertakes and completes training structured by the Company in order to develop relevant competencies;
    - 1.2.3 exercises only minimal judgement during their training period; and
    - 1.2.4 participates in team-based workplace activities as required.
  - 1.3 The maximum period in the Team Member in Training classification is twelve (12) months.
  - 1.4 The Team Member in Training rate of pay is:
    - (a) First three (3) months: 80% of the Team Member rate of pay; and
    - (b) Three (3) – twelve (12) months: 90% of the Team Member rate of pay.
  - 1.5 A team member may be promoted to the position of Team Member at any time during the twelve (12) month maximum period as a Team Member in Training, subject to their performance. The performance of a Team Member in Training will be subject to ongoing review. At the completion of the twelve (12) month maximum period:
    - (a) If their performance is not satisfactory the team member's employment will be terminated.
    - (b) If their performance is satisfactory the team member will automatically progress to the position of Team Member.
2. The **"Team Member"** classification means:
  - 2.1 A Team Member at this level performs work above and beyond the skills of a Team Member in Training and to the level of their training. Such a Team Member:
    - (a) Has knowledge of health and safety in relation to tasks performed;
    - (b) Can perform a range of tasks across all areas of the Distribution Centre;
    - (c) Is responsible for assuring the quality of their own work;
    - (d) Is able to exercise good interpersonal and communication skills;
    - (e) Continues training as required by the Company;
    - (f) Participates in team-based workplace activities as required;
    - (g) Works from complex instructions and procedures;
    - (h) Is able to provide training for fellow team members;

- (i) Is able to work individually or as part of a team environment under general supervision;
- (j) Is accountable and responsible for workplace output;
- (k) Is capable of working without supervision;
- (l) Understands the Company's entire Distribution Centre operation;
- (m) Assists in the development and facilitation of training and development in conformity with Company guidelines;
- (n) Demonstrates and applies high problem-solving skills within defined procedures.

## APPENDIX 2: CASUAL CONVERSION

This clause shall be read in conjunction with the National Employment Standards.

### 1. Right to request conversion to permanent employment

- 1.1 A Team Member may make a request to the Company to convert to Full-time or Part-Time employment if:
- (a) the Team Member has been employed for a period of at least twelve (12) months; and
  - (b) during at least the last six (6) months has regular pattern of hours on an ongoing basis which, without significant adjustment, the Team Member could continue to work as a full-time Team Member or a part-time Team Member.
- 1.2 The request must be in writing and be a request for either full-time or part-time employment that is consistent with the regular pattern of hours worked during that period.
- 1.3 The Company will give the Team Member a written response to the request within twenty-one (21) days stating whether the request is refused or granted.
- ### 1.4 Refusals of requests
- 1.4.1 The Company will not refuse the request unless they have:
- (a) consulted the Team Member;
  - (b) there are reasonable grounds to refuse the request; and
  - (c) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
- 1.4.2 Reasonable grounds for refusal include that:
- (a) it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a Full-Time or Part-Time team member in accordance with the provisions of this Agreement;
  - (b) it is known or reasonably foreseeable that the regular casual team member's position will cease to exist within the next twelve (12) months;
  - (c) it is known or reasonably foreseeable that the hours of work which the regular casual team member is required to perform will be significantly reduced in the next twelve (12) months; or
  - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the team member's hours of work are required to be performed in the next twelve (12) months which cannot be accommodated within the days and/or hours during which the team member is available to work.
- 1.4.3 If refused, the Company will provide a written response which will include details of the reasons for the refusal.
- 1.4.4 If the team member does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the Dispute Resolution Procedure in Appendix A. Under that



procedure, the team member or the Company may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

**2. Offers of permanent employment**

- 2.1 Coles will conduct a biannual review of the patterns of employment of casual labour with particular emphasis on Casual Team Members whose average weekly engagement exceeds thirty-two (32) hours per week to determine whether, consistent with the needs of the business, it is appropriate for such team members to be offered permanent employment.
- 2.2 A Casual Team Member may be offered permanent employment but is not required to accept such an offer.

**3. Acceptances of offer or granting of request**

- 3.1 If an offer is accepted by the Team Member or the Company grants a request, the Company must within twenty-one (21) days provide in writing:
- (a) whether the conversion is to full-time or part-time employment;
  - (b) outline the Team Member's hours of work, and shift allocation in accordance with this Agreement. For a team member converting to Part-Time employment, this includes a regular pattern of work specifying at least the hours worked each day, which days of the week the team member will work and the actual starting and finishing times each day; and
  - (c) the date of commencement of the new contract (which shall be the first day of the next pay period unless another day is agreed).
- 3.2 Once a Casual Team Member has converted to Full-Time or Part-Time employment, they may only revert to casual employment with the written agreement of the Company.
- 3.3 A Casual Team Member must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this **Appendix 2**.
- 3.4 Nothing in this **Appendix 2** obliges a regular Casual Team Member to convert to Full-Time or Part-Time employment, nor permits the Company to require a regular Casual Team Member to do so.
- 3.5 Nothing in this **Appendix 2** requires the Company to increase the hours of a regular Casual Team Member seeking conversion to Full-Time or Part-Time employment.

## APPENDIX 3: DISPUTES RESOLUTION PROCEDURE

### 1 Definitions:

“**Party**” means the Company or a team member or team members engaged pursuant to the terms of this Agreement who is/are involved in a dispute and “**Parties**” means both or all of them;

“**Dispute**” means any matter concerning the application of the terms of Agreement (not merely whether the Agreement applies at all) or matters arising from the Agreement or relating to the National Employment Standards (other than disputes as to whether the Company had reasonable business grounds under subsection 65(5) or 76(4) of the Fair Work Act 2009) but does not include a matter or claim that would constitute an additional claim pursuant to clause 5 of this Agreement, provided that an team member shall not be precluded from exercising their right to making a claim pursuant to legislation pertaining to termination of employment, equal opportunity or unlawful discrimination irrespective of whether the procedures prescribed by this clause have been undertaken.

### 2 Dispute Procedure

The following procedure for the avoidance or resolution of disputes between the Company and team member/s engaged pursuant to the terms of this Agreement shall apply:

- 2.1 In the first instance, the dispute shall, wherever possible, be discussed by the affected team member and the team member's line manager, with the joint intent of achieving a satisfactory outcome.
- 2.2 If the dispute remains unresolved, an appropriate representative of the Company will assist in resolving the issue. The team member/s may appoint another person to represent them at any stage during this dispute resolution procedure.
- 2.3 Should the dispute still remain unresolved, a senior representative of the Company shall become involved. The team member/s and/or their representative shall attempt to resolve the dispute with the Company representative.
- 2.4 Until the dispute is resolved, but subject to sub-clause 2.7, all work shall continue without the 'status quo' being invoked, provided that where a dispute involves a change to the team members hours of work, the pre-dispute status quo shall remain in effect for a period of not less than three weeks to allow the procedures contained in this clause, including referral to the Fair Work Commission (**FWC**) if necessary, to be exhausted. No party shall be prejudiced, as to the final settlement by the continuance or deferment of work in accordance with this sub-clause.
- 2.5 Clause 2.4 is subject to the Company's responsibility to provide a safe and healthy working environment.

- 2.6 If after the steps in 2.1 to 2.4 have been followed and the dispute (or part of it) is still unresolved, either Party, either by themselves or through an agent acting on their behalf, may refer the dispute to the FWC for resolution through conciliation at first instance and, only after all reasonable attempts to settle the matter have failed, either Party may refer the matter for arbitration. An arbitrated decision of FWC is subject to the appeal rights to the Full Bench of the FWC referred to in clause 9.
- 2.7 A dispute may also be referred to the FWC for conciliation and/or arbitration in accordance with clause 2.6 by agreement between the Parties even if the relevant dispute (or part of it) has not progressed through the steps outlined in clauses 2.1 to 2.4.

### **3 Conduct of the Parties**

In order to facilitate this dispute resolution procedure:

- (a) The Party with the dispute must notify the other Party at the earliest opportunity of the problem;
- (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- (c) Sensible time limits must be allowed for completion of the various stages of the procedure. However, the Parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.
- (d) The Parties will:
  - i. If FWC makes an arbitrated decision and an appeal is not lodged under clause 8 abide by and give full effect to the arbitration decision; and
  - ii. If an appeal is lodged under clause 8, abide by and give full effect to the decision of the Full Bench of the FWC in determining the appeal.

### **4 Conciliation Process**

- 4.1 Where a dispute is referred for conciliation, the FWC shall do everything that appears to it to be right and proper to assist the Parties to agree on terms for the settlement of the dispute. In doing so, the FWC may make suggestions and conduct an initial assessment of the dispute.
- 4.2 The action that may be taken by the FWC includes, without limitation:
- (a) Arranging conference/s of the Parties presided over by the FWC;
  - (b) Meeting or otherwise discussing the dispute with one or more of the Parties in order to conciliate the dispute;
  - (c) Arranging for the Parties to confer among themselves at conferences (with or without the presence of the FWC);
  - (d) Making an interim recommendation or assessment in relation to all or any matters in dispute;
  - (e) Hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
  - (f) Conducting the conciliation at any place;

- (g) Adjourning the conciliation to any time and place;
- (h) Correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
- (i) Allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
- (j) Generally giving all direction and doing all such things as are necessary or expedient for the speedy and just conciliation of the matter in dispute.

## **5 Completion of Conciliation Process**

A conciliation proceeding before the FWC shall be regarded as completed when:

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

## **6 Arbitration**

When a conciliation proceeding before the FWC in relation to a dispute is completed but the dispute has not been fully settled, the FWC shall at the request of either Party or by agreement between them, proceed to deal with the dispute, or the matters remaining in dispute, by arbitration.

- i. In arbitration proceedings under this Agreement, unless all the Parties agree, evidence shall not be given, or statements made, that would disclose anything said or done in a conciliation proceeding under this Agreement (whether before the FWC or at a conference arranged by the FWC) in relation to matters in dispute that remain unsettled.
- ii. In dealing with a dispute, the FWC shall, where it appears practicable and appropriate, encourage the Parties to agree on procedures in respect of those arbitration proceedings by discussion and agreement.
- iii. If, in accordance with paragraph (a) hereof, the Parties are unable to come to an agreement on procedures in respect of the arbitration proceedings, the FWC will be entitled to determine its own procedures for the arbitration proceedings.

## **7 Arbitration Powers of the FWC**

- 7.1 The powers of the FWC in arbitrating a dispute shall include the following:
- (a) Taking evidence on oath or affirmation;
  - (b) Making a decision in relation to all or any matters in dispute;
  - (c) Hearing and determining the matter in dispute;
  - (d) Giving a direction, in the course of, or for the purpose of, the hearing or determination of the matter in dispute;
  - (e) Referring any matter to an expert and accepting the expert's report as evidence;
  - (f) Directing, in so far as it has power to do so, that Parties be joined or struck out;
  - (g) Summoning before it: persons in respect of whom the Parties to this Agreement can reasonably procure attendance, the Parties to the Agreement, the witnesses or any other person whose presence FWC considers would help in the hearing or determination of the matter in dispute, and compel the production before it of documents and other things for the hearing and determination of the matter in dispute;
  - (h) Making an interim finding in relation to all or any matters in dispute;
  - (i) Hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
  - (j) Conducting the arbitration at any place;
  - (k) Adjourning the arbitration to any time and place;
  - (l) Correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
  - (m) Allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
  - (n) Generally giving all direction and doing all such things as are necessary or expedient for the speedy and just hearing and determination of the matter in dispute.
- 7.2 Any decision of FWC dealing with a dispute (or any matter that remained in dispute) by arbitration shall be in writing, dated and given to the Parties on the day that it is delivered.

## **8 Appeals to the Full Bench of the FWC**

- 8.1 Where the dispute (or any matter that remained in dispute) has been arbitrated and a decision given under clause 7.2, either party may appeal the decision to a Full Bench of the FWC, with the leave of the Full Bench, within twenty-one (21) days of the date of the arbitrated decision. A Full Bench of the FWC will have all of the powers as outlined in clause 7.1 and shall have the power to confirm, quash, dismiss or vary the decision of the FWC.
- 8.2 The Full Bench of the FWC may grant leave to appeal under clause 8.1 if, in its opinion, the matter is of such importance that leave should be granted.
- 8.3 An appeal under clause 8.1 may be instituted by either party.
- 8.4 For the purposes of an appeal under clause 8.1, a full bench of FWC may:
- i. Admit further evidence; and

- ii. Direct a member of the Full Bench to provide a report in relation to a specified matter.

8.5 The appeal process set out in this clause is intended to be comprehensive of all rights of appeal.

8.6 The Parties agree to exclude the operation of any legislation (other than the Fair Work Act) applicable to arbitration agreements in relation to rights of appeal. For the avoidance of doubt, the Parties wish to exclude rights of appeal to any court and rights to refer a question of law to a court pursuant to such legislation.

## **9 FWC Generally**

9.1 In the exercise of its powers, functions and discretions in this Agreement, FWC must ensure that:

It has regard to the objects of this Agreement:

- i. The matters are set down for hearing as soon as possible;
- ii. The rules of natural justice and procedural fairness are applied and that relevant legislation is complied with;
- iii. It has regard for the operating arrangements which apply in the industry, at the Company, the relevant Award and the relevant Workplace Agreement; and
- iv. The hearing of the matter be concluded as soon as reasonably possible.

9.2 To assist in the avoidance of disputes the Parties to this Agreement and such representatives of the team members as are agreed between the Parties to this Agreement shall meet on a quarterly basis or at such other times as are agreed between the Parties to this Agreement to discuss matters associated with the implementation of the terms of this Agreement and the achievement of its objectives.