

COLES SUPERMARKETS

NEGOTIATIONS 2023

All existing agreement and over agreement conditions which deliver to team members a higher standard than the General Retail Industry Award (GRIA) or NES are to be maintained.

WAGES, ALLOWANCES & CLASSIFICATIONS

1. A suitable wage increase based upon a minimum of 8% for each year of the Agreement, for all team members, together with additional pay rises as may be appropriate based upon the nature of the changes proposed by Coles. Increase to be applied in full to top up pay.
2. Increase all allowances in proportion to the wage rises agreed. No allowance to be less than the equivalent allowance in the applicable award.
3. Adult rates to be payable at 18 years of age, and the junior rate scale adjusted accordingly.
4. The following allowances to apply or be improved:
 - a) A weekly technology and data allowance of \$8.43.
 - b) Special Clothing allowance.
 - c) Team members training allowance.
 - d) First aid allowance to be paid to team members who are trained and appointed as a mental health first aider. When a team member is appointed to perform both first aid and mental health first aid, they shall be paid double the first aid allowance.
 - e) Cold work allowance to be paid on all cold work on actual time worked up to 2 hours, or if more than 2 hours the whole shift.
 - f) Outside Hot weather allowance for Team members (e.g. Coles Services workers) when work outside is unavoidable and the temperature is 30 degrees or above (southern States) 36 degrees or above (Northern States). This is in addition to risk mitigation measures including a 10-minute break every hour, provision of cool water, provision of shaded areas and seating.
 - g) Western Australia location allowances.
5. Superannuation to be paid on all hours regardless of age.
6. All online picking work to be done by team members of Coles.
7. The following classifications to be addressed due to the complexity, responsibility, supervising and/or expectations:
 - a) Office-in-charge classification be increased.

- b) Team members required to supervise any form of self-service checkouts to be paid at supervisor rate of pay.
 - c) Gap scanners rate of pay to be at Level 4.
 - d) Point of Sale Coordinator role to be at Level 4
8. A standalone EA or Appendix to the Agreement to cover terms specific to Customer Fulfilment Centres.
9. Payslips to be simpler and easier to understand. Change LSL entitlement on the payslip from days where a week is 7 days not 5 days or change to hours so people aren't misled about their accrual.

WORK & CARE – ROSTERING

10. The company commits to the SDA's Work and Care Sustainable Workforce Principles.
11. Clause 3.1 to include as a change 'planning on implementing or implementing a new broad-based rostering change, scheme or system'.
12. Predictable rostering system and consultation of proposed changes.

Rostering for casuals:

- a) Outside of the standard weekly roster, casual team members will be advised of additional shifts with at least 24 hours' notice.
 - b) Casual team members' shifts cannot be cancelled once posted.
13. A process to address workload and safe staffing levels.
14. Part-time minimum hours:
- a) Part-time minimum hours to be 15 per week.
 - b) The minimum shift length to be increased to 4 hours for PT and Casual team members.
15. Team members performing, any duties carrying a higher Base Rate of Pay at any point during their shift are to be paid the higher Base Rate of Pay for such day or shift (even if a Manager/Supervisor is present).
16. Part-time team members who have worked more ordinary hours than their contracted hours in the last 12 months, will be offered to increase their contracted hours to match their weekly average ordinary hours worked in the last 12 months. Coles can only delay this increase for three months due to exceptional circumstances (i.e. natural disaster/ refurbishment).
- A part-time team member who has worked 36 ordinary hours per week for the last 12 months can elect to become a full-time employee.
- The "roster reset" to be a time to also offer increases to base part-time contract hours based on additional hours worked.
17. Before hiring new employees, Coles will review rosters and offer any additional hours to existing part-time employees.

18. Four-day week:
 - a) A rostering principle that provides the option of a 4-day week for FT and/ or a 9-day fortnight.
 - b) PT team members working 5 days a week option to move to a 4-day week without loss of any hours.
19. When the Company instigates a change of roster that results in a reduction in take-home pay, Coles will preserve the team member's take-home pay as it was prior to the roster change. The preserved rate of pay may be absorbed against future wage increases.
20. Reintroduce the early-mark clause (i.e. if working between 5-6 hours can elect to have unpaid break at end of shift and sign off and leave the premises).
21. Provide 12-hour breaks between rostered shifts.
22. The SDA to have access to rosters and the rostering system and engineered standards.

LEAVE

23. Annual leave of 5 weeks with a consequential increase of 2.5% to the standard casual loading.
24. Add to clause 9.2.5 'Annual leave will not be unreasonably refused.' Coles to reply to leave request no later than 14 days after request submitted.
25. Annual leave to be paid 17.5% and the relevant penalty rates when on Annual Leave.
26. Part Time team members can elect to take Annual Leave, Personal/ Carer's Leave or FDV leave at the average weekly hour they have worked or their contracted hours.
27. Unused personal leave at end of limited tenure contract to be paid out.
28. Pay out of personal/ carer's leave on termination.
29. Paid Infectious Diseases Leave based on the nature of the disease and Health advice.
30. 10 days paid Carer's Leave in addition to Personal Leave.
31. Supporting documentation will not be required for personal leave unless there is an absence of three consecutive shifts or a pattern of absenteeism.
32. Definition of immediate family or household to include:
 - a) a child placed on a permanent care order or long-term foster arrangement; and
 - b) a person significant to the team member to whom the employee provides regular care, and in relation to Parental leave and associated leave:
 - c) A team member taking responsibility for a child placed under a permanent care order or a long-term foster arrangement is entitled to all equivalent provisions relating to birth and adoption.
33. Where a team member takes personal leave for the purpose of caring for a person who is frail or aged or has a long-term disability or illness, they can provide evidence for an enduring period of time rather than requiring evidence on each occasion.

34. Personal and Compassionate Leave to be paid at a team member's ordinary rate of pay (inclusive of penalties).
35. Ability to use unpaid leave on request instead of being made to use all leave entitlements before going unpaid.
36. Compassionate leave to be extended:
 - a) in the event of a miscarriage or stillbirth, equivalent to that on the death of a child;
 - b) the death of parent, partner or child, 10 paid shifts;
 - c) the death of parent-in-law, 5 paid shifts;
 - d) the death of an aunty, uncle, niece or nephew, 2 paid shifts.
 - e) the death of a close friend or relative not listed, 1 paid shift
 - f) a person related to the team member according to cultural kinship rules.
37. Family and Domestic Violence leave to be updated and address:
 - a) Casuals will be paid FDV leave regardless of whether a shift in the period of absence has been rostered and accepted, to a maximum of 10 days per year. (Payment calculated on the average number of shifts and hours worked in the previous 3 months.)
 - b) Coles will consider any risk to an individual or workplace following a disclosure of family and domestic violence and implement a workplace safety plan with specific measures to minimize the risk and protocols for dealing with a crisis-situation.
38. Parental Leave to include:
 - a) 26 weeks paid at full ordinary time earnings for all parents regardless of status and length of service;
 - b) Superannuation on paid and unpaid parental leave;
 - c) Top up of the government parental leave payment to full ordinary time earnings;
 - d) All periods of paid and unpaid parental leave recognized as active service; and
 - e) Paid Grandparental Leave of 12 weeks up until the child is school age.
39. Return to Work after Parental Leave:
 - (a) Part-time or on reduced hours, up to when the child is school age, with the right to revert to full-time or the previous number of hours at the end of the period.
40. 3 days paid personal business leave.

PUBLIC HOLIDAYS

41. Restore SDA Union Picnic Day in NSW.
42. Easter Sunday to be a public holiday.
43. Team members will be entitled on a public holiday to have the day off without loss of pay (inclusive of penalties).

44. Reintroduction of the public holiday non-working day entitlements as outlined in the 2011 Retail Agreement.
45. Public Holiday rates of pay to apply from 6pm Christmas Eve.

TRAINING

46. Training to be completed in the workplace. All training, including online, must be paid and undertaken in accordance with rostering provisions, including minimum shift provisions and overtime (cl 8).
47. Team members to only work in departments and roles for which they have been appropriately trained.

OTHER

48. Include the following WHS provisions:
 - a) General WHS clause
 - b) Violence and harassment
 - c) Sexual harassment
 - d) Safe and free car parking
 - e) Ensuring at least two team members are present in a store at any time.
 - f) Security guidelines
49. Safety boots to be given to all team members. Safety boots are to be replaced on a fair wear and tear basis.
50. New roles to be advertised internally to provide an opportunity for existing team members to apply for the position.
51. Union Recognition and Delegates Rights Clause.
52. All team members in Victoria to be entitled to Accident Make Up pay
53. If a team member is stood down as per the agreement clause or the Fair Work Act, the team member will be able to access their entitlement to paid personal leave or continue to access this leave.
54. Increase staff discount to 7.5%.
55. Pay day not to be moved for a public holiday.
56. Security guards to be engaged at all stores whilst customers are present.
57. Pay averaging for Full time employees over 4 week period.

DRAFTING

1. Update clause 9.4.3 to make it compliant with the Victorian Long Service Leave Act 2018. Long Service Leave accrues up to 52 weeks of unpaid leave (or more in certain circumstance) in Victoria.

DISCUSSION

1. Duress alarms/ watch provided or accessible to each team member for use during their shift.
2. Consultation with the Union on all policies Coles seeks to introduce or change.
3. Coles Services team members are based at a home store, however, may be required to travel between a cluster of stores at short notice (often with increased travel time). We are of the understanding Coles Services does not automatically apply the excess travelling costs allowance to team members. The delegate had to have a fight with Coles in order to receive this allowance.
4. The proper use and implementation of roster choices at the store level. Eg, Manager requiring all team members to tick all the boxes to opt out of the rostering conditions.
5. An employee transferring to another store temporarily for a refurbishment should have the right to return to the store upon completion of the refurbishment without the need to reapply.
6. Confirm that Coles provides team members with items of uniform without cost to team members. With a full-time team member being provided with 5 shirts while part-time/casual team members being provided with three shirts. These will be replaced on a fair wear and tear basis or when the Coles has determined a change in style.
7. Ensure the roster provides the timing of the breaks so people know what breaks they are entitled to on a shift.
8. Bad weather – storms and/ or extreme heat and working outside: all workers.