



**COLES SMEATON GRANGE (UWU) REGIONAL DISTRIBUTION CENTRE  
ENTERPRISE AGREEMENT 2020**

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## 1. TITLE

This Agreement shall be known as the Coles Smeaton Grange (UWU) Regional Distribution Centre Enterprise Agreement 2020 (“**Agreement**”).

## 2. PERIOD OF OPERATION

This Agreement will become operative and commence on 26 April 2021, or 7 days after its approval by the Fair Work Commission (“**FWC**”), whichever is the later (“**Operative Date**”). The nominal expiry date of this Agreement will be four (4) years from the Operative Date.

## 3. COVERAGE

3.1 This Agreement shall cover and apply to:

3.1.1 Coles Group Supply Chain Pty Ltd [ACN 082 423 014] Smeaton Grange Regional Distribution Centre (“**Company**”), located at 80 Hartley Road Smeaton Grange NSW 2564 (“**Site**”); and

3.1.2 The United Workers Union (“**Union**”), located at 833 Bourke Street, Docklands, VIC 3008; and

3.1.3 All wages paid team members, whether members of the Union or not, who are employed by the Company at 80 Hartley Road Smeaton Grange NSW 2564 and are engaged to work in one of the classifications set out in clause 11 of this Agreement (“**team member/s**”).

3.2 This Agreement is a comprehensive agreement that sets out the whole agreement between the parties to the exclusion of any relevant modern award and previous enterprise agreement, except where any modern award clauses are expressly incorporated by this Agreement.

3.3 A current copy of this Agreement shall be accessible to team members at the workplace.

3.4 This Agreement shall apply to any successor, assignee or transmittee of all or any of the work for the term of the Agreement.

## 4. RENEGOTIATION OF AGREEMENT

In the event the Site remains in operation at the time of the nominal expiry of this Agreement, discussions will commence three (3) months prior to the nominal expiry date. If the parties cannot resolve what the subsequent arrangements for the Site will be through informal discussions of no longer than two (2) months, the Company will initiate bargaining for a new agreement.

## 5. OBJECTIVES OF THE AGREEMENT

This Agreement has been renegotiated with the understanding that due to the automation decision announced by the Company in October 2018, the Site may close during the life of the Agreement.

5.1 The parties to this Agreement acknowledge that the objective of this Agreement should be to work collectively to improve the working environment and to increase the productivity, flexible operation, efficiency and prosperity of the Company.

5.2 The terms of this Agreement are aimed at providing, in a competitive marketplace, a Supply Chain that is in conformity with the vision and goals of the Company. The Company and the Union recognise the contribution of all parties to this Agreement in setting a framework for increased productivity and profitability, and to the long-term security of its team members.

5.3 The parties further agree that in order to improve its competitive position, the Company requires in its Supply Chain full flexibility to operate on a twenty-four (24) hour, seven (7) days per week basis around the needs of stores, suppliers and customers.

5.4 The provisions of this Agreement are aimed at providing the basis for continued flexibility and operational stability as well as setting out employment conditions relevant to the Site’s closure through:

- 5.4.1 All team members, including managers at all levels and elected Union representatives, working co-operatively as a team.
- 5.4.2 Continuously improving service and productivity, behaviour and results to ensure that the Company continuously improves. It is the Site's aim to operate at world's best practice.
- 5.4.3 Ensuring that the total workforce is committed to a quality product, personal and workplace safety and meeting or exceeding customer needs.
- 5.4.4 Ensuring all team members benefit from improved competitiveness and prosperity of the Company.
- 5.5 To assist in achieving the desired objectives, the Company will select carefully, advertise vacancies and select on merit the best people available to work in its operation and to create a safe work environment that fosters teamwork and co-operation amongst team members at all levels.
- 5.6 The parties to this Agreement acknowledge that workplace flexibility is a condition of employment of all team members. All team members will carry out reasonable and lawful directions and duties that are within their skill, competency and training, provided the team member is capable of performing the work in a safe manner.
- 5.7 The parties further agree that the Company has the ability to maximise the efficiency of its operations through flexibility in the assignment of appropriately skilled team members.
- 5.8 Team members will perform the full range of tasks required by the Company, limited only by their skills, knowledge, training, capability, and safety considerations.
- 5.9 Coles Site Management and the Union will work cooperatively and pragmatically from the Operative Date of this Agreement to implement a workable and flexible 80/20 permanent to casual ratio. This work will be undertaken via the JCC process. In order to achieve this objective, the Union recognises it must provide Coles with flexibility to deal with operational needs and variations including for example downsizing of the workforce, transition to Site closure, impacts of any facilitated voluntary redundancy process and peak periods. An objective of the parties is to also work together to try and maximise where possible the amount of Coles team members that can remain on non-pick functions. Both parties accept and agree they need to apply at all times a pragmatic and flexible approach to ensure the ratio is workable.

## 6. ANTI DISCRIMINATION

- 6.1 Anti-Discrimination means that no person should be treated unfairly on the basis of:
  - sex;
  - breast feeding;
  - pregnancy;
  - race (including colour, nationality, descent, ethnic or ethno-religious background);
  - marital or domestic status;
  - homosexuality (actual or perceived);
  - disability (actual or perceived, past, present or future);
  - age;
  - transgender status (actual or perceived);
  - carer's responsibility (actual or perceived); or
  - political or religious conviction.
- 6.2 The Company will conduct its business activities without regard for sex, pregnancy, breastfeeding, race (including colour, nationality, descent, ethnic or ethno-religious background), age, marital or domestic status, political or religious conviction, homosexuality (actual or perceived), disability (actual or perceived, past, present or future), transgender status (actual or perceived) or carer's responsibilities (actual or presumed) as they are factors which are not related to individual performance and the ability to perform and develop in the workplace.
- 6.3 In all situations it is the stated policy of the Company that any discrimination is unacceptable and will not be tolerated in any circumstances.

## 7. HARASSMENT

- 7.1 Harassment means any uninvited, unwelcome behaviour, which involves verbal, written, visual or physical affront against another person.
- 7.2 Harassment can involve unwelcome and offensive behaviour on the basis of a person to sex, pregnancy, breastfeeding, race (including colour, nationality, descent, ethnic or ethno-religious background), age, marital or domestic status,

political or religious conviction, homosexuality (actual or perceived), disability (actual or perceived, past, present or future), transgender status (actual or perceived) or carer's responsibilities (actual or presumed).

- 7.3 The Company recognises that it is the responsibility of all team members to ensure that they respect the rights of their fellow team member including the right to work in an environment free of any harassment.
- 7.4 In all situations it is the stated policy of the Company that any harassment is unacceptable and will not be tolerated in any circumstances.

## 8. INTRODUCTION OF CHANGE

### 8.1 The Company's Duty of Notify:

- 8.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, the Company shall notify the team members who may be affected by the proposed changes and the Union or their chosen representative(s) if any.
- 8.1.2 'Significant effects' as a result of the above include termination of employment, major changes in the composition, operation or size of the Company's 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.
- 8.1.3 Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 8.1.4 Where the Company proposes to introduce a change to a members' roster or ordinary hours of work the Company shall notify the team member who may be affected by the proposed changes and their Union or chosen representative(s), if any.

### 8.2 The Company's Duty to Discuss Change:

- 8.2.1 The Company shall discuss with the team members affected and (where the team member(s) so request), the Union or their chosen representative(s) (if any) the introduction of the changes referred to in clause 8.1 above, the effects the changes are likely to have on team members and measures to avert or mitigate the adverse effects of such changes on team members, and shall give prompt consideration to matters raised by the team members and/or their chosen representative(s) or Union in relation to the changes.
- 8.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 8.1 above.
- 8.2.3 For the purpose of such discussion, the Company shall provide to the team members concerned and the Union or their chosen representative(s) (if any) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on team members and any other matters likely to affect team members provided that the Company shall not be required to disclose confidential or commercially sensitive information the disclosure of which would adversely affect the Company.

### Change to regular roster or ordinary hours of work

- 8.3 Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of Team Members:
  - 8.3.1 the Company must notify the relevant team members of the proposed change; and
  - 8.3.2 subclauses 8.4 to 8.8 of this Agreement apply.
- 8.4 The relevant team members may appoint a representative, including the Union, for the purposes of the procedures in this term.
- 8.5 If:

8.5.1 a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and

8.5.2 the team member or team members advise the Company of the identity of the representative;

the Company must recognise the representative.

8.6 As soon as practicable after proposing to introduce the change, the Company must:

8.6.1 discuss with the relevant team members the introduction of the change; and

8.6.2 for the purposes of the discussion – provide to the relevant team members:

(a) all relevant information about the change, including the nature of the change; and

(b) information about what the Company reasonably believes will be the effects of the change on the team members; and

(c) information about any other matters that the Company reasonably believes are likely to affect the team members.

8.6.3 invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.6.4 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant team members.

8.7 The Company must give prompt and genuine consideration to matters raised about the change by the relevant team members.

8.8 In this term:

“**relevant team members**” means the team members who may be affected by a change referred to in subclause 8.3 of this Agreement.

## 9. DISPUTE SETTLEMENT PROCEDURE

### 9.1 Definitions

In this clause:

9.1.1 “**Party**” means the Company, or a team member or team members involved in the dispute and “**Parties**” means both or all of them;

9.1.2 “**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 grounds under subsection 65(5) or 76(4) of the *Fair Work Act 2009* (“**the Act**”)), but does not include a matter or claim that:

(a) would constitute an additional claim pursuant to clause 31 of this Agreement; or

(b) relates to matters in respect of which a team member (or former team member) has an immediate right to make a legal claim pursuant to legislation pertaining to termination of employment, equal opportunity or unlawful discrimination complaints.

### 9.2 Dispute Resolution Procedure

The following procedure for the avoidance or resolution of disputes between the Company and team members covered by this Agreement shall apply. In particular, clause 9.3 must be adhered to at all times.

9.2.1 In the first instance, the dispute shall, wherever possible, be discussed by the affected team member and their manager, with the joint intent of achieving a satisfactory outcome.

- 9.2.2 If the dispute remains unresolved, an appropriate representative of the Company, will assist in resolving the issue. The team member may appoint another person to represent them including a delegate or a team member representative.
- 9.2.3 Should the dispute still remain unresolved, a senior representative of the Company, and, (where the team member(s) so request), the Union, or the team member's chosen representative(s) may become involved. The team member and/or their representative shall meet as required with the Company representative.
- 9.2.4 Until the dispute is resolved, but subject to sub clause 9.2.7, all work shall continue in accordance with the practices existing prior to the matter in dispute arising or other agreed arrangements. No party shall be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this sub clause.
- 9.2.5 If after the steps in 9.2.1 to 9.2.4 have been followed and, subject to clause 9.2.6, the dispute (or part of it) is still unresolved after having followed all of the above steps, either party may refer the dispute to the FWC for resolution through conciliation and where necessary, by arbitration. An arbitrated decision of the FWC is subject to the appeal rights to the Full Bench of the FWC referred to in Appendix C of this Agreement.
- 9.2.6 A dispute may also be referred by either party to the FWC for conciliation and arbitration in accordance with Appendix C even if the relevant dispute (or part of it) has not progressed through the steps outlined in clauses 9.2.1 to 9.2.4.
- 9.2.7 The conciliation and arbitration process for matters referred to the FWC is contained in Appendix C.

### 9.3 Conduct of the Parties

9.3.1 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 issue in dispute. This means the relevant Party alleging the dispute must clearly identify and specify to the other Party the nature of the dispute; the team member/s affected and the claim for resolution;
- (b) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
- (c) sensible time limits must be allowed for completion of the various stages of discussion. However, the Parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.

9.3.2 The Parties will:

- (a) If the FWC makes an arbitrated decision and an appeal is not lodged under clause 49.6 of Appendix C, abide by and give full effect to the arbitration decision; and
- (b) If an appeal is lodged under clause 49.6 of Appendix C, abide by and give full effect to the decision of the Full Bench of the FWC in determining the appeal.

## 10. EMPLOYMENT CONTRACT

- 10.1 **Full-time team member** — a full-time team member is engaged on a weekly basis to work one-hundred and fifty-two (152) hours over a four (4) week cycle.
- 10.2 **Part-time team member** — a part-time team member is engaged on a weekly basis and works an agreed number of hours less than one-hundred and fifty-two (152) hours over a four (4) week cycle.
- 10.3 **Casual team member** — a casual team member is one engaged and paid as such.
- 10.4 **Limited tenure team member** — is engaged on either a full-time or part-time basis for a specified time in accordance with one of the classifications under clause 11. The minimum period will be one (1) month, with a maximum of three (3) months, provided that:



**10.4.1** By agreement with the team member, a tenure period may be extended to a maximum duration of twelve (12) months with one (1) weeks' notice being provided to the team member to extend the tenure; and

**10.4.2** Where a limited tenure team member is engaged to replace a team member absent on parental or other extended approved leave, the term of employment may be for a maximum period of twelve (12) months.

**10.5 Team Member in Training** — may be employed subject to clause 11 on a casual, part- time or full-time basis.

**10.6** The team member will be provided with a written statement of:

**10.6.1** Commencement date and time;

**10.6.2** Employment classification;

**10.6.3** Contracted hours of work;

**10.6.4** Rate of pay.

## **11. CLASSIFICATIONS**

**11.1 “Team Member in Training” classification means:**

**11.1.1** A person who when engaged on probation, does not possess the relevant qualifications and experience required by the Company to competently perform the duties of the Team Member classification.

**11.1.2** A team member at this level performs routine duties only to their level of training. Such a team member:

(a) Works under direct supervision;

(b) Undertakes and completes training structured by the Company in order to develop relevant competencies;

(c) Exercises only minimal judgement during their training period;

(d) Participates in team-based workplace activities as required; and

(e) Operates in a safe manner at all times.

**11.1.3** No team member shall work in the Team Member in Training classification for more than a maximum of twelve (12) continuous months.

**11.1.4** Progression from this classification to the Team Member classification after a maximum of twelve (12) continuous months shall be automatic subject to a satisfactory Occupational Health & Safety appraisal in relation to their performance of tasks specified in that position description.

**11.1.5** Any time served in the classification of Team Member in Training shall count as part of the 12 month period (including time served with a labour hire agency).

**11.2 “Team Member” classification means:**

**11.2.1** 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 can perform tasks with general supervision, exercising limited discretion within defined procedures:

(a) Is trained in and applies basic quality/service requirements.

(b) Has knowledge of health and safety in relation to tasks performed and always operates in a safe manner.

(c) Can perform a range of tasks across all areas of the Site.

- (d) Is able to provide training for fellow team members within their work area and skills limitations on skills development and workplace health and safety matters.
- (e) Is responsible for assuring the quality/service of their work.
- (f) Is able to exercise good interpersonal and communication skills in dealing with fellow workers.
- (g) Continues training as required by the Company.
- (h) Participates in team-based workplace activities as required.

**11.3 “Team Leader” classification means:**

**11.3.1** A Team Leader shall mean a team member appointed as such who has completed appropriate, accredited training and is capable of applying additional skills learnt. A Team Leader may supervise and direct other staff. However, Team Leaders are required to work in all areas in which they are competent as directed.

**11.3.2** A Team Leader at this level performs work above and beyond the skills of a Team Member classification and to the level of their training. Such a team member:

- (a) Works from complex instructions and procedures.
- (b) Is able to provide training for fellow team members within their work.
- (c) Is able to co-ordinate work in a team environment or work individually under general supervision.
- (d) Is responsible for assuring the quality/service of their work.
- (e) Is able to exercise good interpersonal and communication skills in dealing with fellow workers.
- (f) Is accountable and responsible for workplace output.
- (g) Is capable of working without supervision.
- (h) Understands the Company’s entire operation.
- (i) Assists in the development and facilitation of training and development in conformity with Company guideline.
- (j) Demonstrates and applies high problem-solving skills within defined procedures.
- (k) Continues training as required by the Company.
- (l) Participates in team-based workplace activities as required.
- (m) Operates in accordance with OHS requirements at all times and ensures Team Members do the same.

**11.3.3** Where a vacancy exists for a Team Leader, promotion from Team Member to Team Leader requires the relevant Team Member to make a formal application and participate in an appropriate selection process that has regard to the team member having successfully completed the appropriate training modules and achieved the level of competency required for appointment to the higher level. This will be done on merit.

## 12. WAGE RATES

12.1 The weekly and hourly base wage rate payable to permanent team members under this Agreement shall be as follows:

Permanent Classification	From the date the Agreement is made under the Act* (3.5%)		First Full Pay Period on or after 1 September 2021 (3.5%)		First Full Pay Period on or after 1 September 2022 (3.5%)		First Full Pay Period on or after 1 September 2023 (3.5%)	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Team Member in Training	\$1,344.80	\$35.39	\$1,391.86	\$36.63	\$1,440.58	\$37.91	\$1,491.00	\$39.24
Team Member	\$1,494.22	\$39.32	\$1,546.52	\$40.70	\$1,600.64	\$42.12	\$1,656.67	\$43.59
Team Leader	\$1,581.56	\$41.62	\$1,636.92	\$43.08	\$1,694.21	\$44.58	\$1,753.51	\$46.15

12.2 The hourly base wage rate (inclusive of casual loading of 23.33%) payable to a casual Team Member classification under this Agreement shall be as follows:

Casual	Date Agreement is Made under the Act* (3.5%)	First Full Pay Period on or after 1 September 2021 (3.5%)	First Full Pay Period on or after 1 September 2022 (3.5%)	First Full Pay Period on or after 1 September 2023 (3.5%)
Team Member	\$48.50	\$50.19	\$51.95	\$53.76

12.3 The above amounts shall commence the first full pay period commencing on or after the dates specified in the table above.

12.4 \* The date the Agreement is *made* refers to section 182 of the Act.

12.5 Team members covered by this Agreement will be paid a \$1,000.00 (gross) sign on payment as soon as practicable after the date the Agreement is made.

## 13. MONETARY ALLOWANCES

The monetary allowances specified in this Agreement will be increased by 3.5% in line with the wage increase specified in clause 12, effective from the Operative Date of this Agreement. The relevant monetary allowances in this Agreement are meal allowance, first aid allowance and trainer allowance.

### 13.1 First Aid Allowance

13.1.1 In each place where team members are regularly employed, the Company shall provide and continuously maintain a place or places reasonably accessible to all team members, an effective first aid kits.

13.1.2 A team member qualified to St John Ambulance standard or equivalent appointed to act as the First Aid Attendant shall be paid an allowance per week by EFT as per the table below:

First Full Pay Period on or after the Operative Date (3.5%)	First Full Pay Period on or after 1 September 2021 (3.5%)	First Full Pay Period on or after 1 September 2022 (3.5%)	First Full Pay Period on or after 1 September 2023 (3.5%)
\$26.09 p/w	\$27.01 p/w	\$27.95 p/w	\$28.93 p/w

13.1.3 Should the Company require a team member to undertake a course to qualify to St John Ambulance standard or equivalent, the Company shall pay for such costs of tuition and required texts (if any) as prescribed by the organisation conducting the course.

### 13.2 Trainer Allowance

13.2.1 An hourly allowance shall be paid to a nominated workplace trainer who has successfully completed an approved workplace training course, for the time they are engaged to provide direct tuition to team members as per the table below:

First Full Pay Period on or after the Operative Date (3.5%)	First Full Pay Period on or after 1 September 2021 (3.5%)	First Full Pay Period on or after 1 September 2022 (3.5%)	First Full Pay Period on or after 1 September 2023 (3.5%)
\$2.31	\$2.39	\$2.47	\$2.56

**13.2.2** A nominated workplace trainer engaged for training in accordance with clause 13.2.1 for two (2) or more hours per day, shall receive the allowance for the whole day.

**13.2.3** A nominated workplace trainer engaged for training in accordance with clause 13.2.1 for less than two (2) hours on any day, shall receive the allowance for the time engaged in the training.

### 13.3 Meal Allowance

**13.3.1** The payment of a meal allowance (paid through EFT) shall only apply where:

- (a) A team member works two (2) hours or more of overtime; and
- (b) The team member has not been provided with either twenty-four (24) hours' notice or notice during the previous shift of work of the additional meal break.

**13.3.2** The meal allowance shall increase from the first full pay period to commence or after the dates as per table below:

First Full Pay Period on or after the Operative Date (3.5%)	First Full Pay Period on or after 1 September 2021 (3.5%)	First Full Pay Period on or after 1 September 2022 (3.5%)	First Full Pay Period on or after 1 September 2023 (3.5%)
\$17.43	\$18.04	\$18.67	\$19.32

## 14. MIXED FUNCTION

**14.1** Team members may perform any of the non-supervising duties required within the Site at the same specified rate of pay, but would receive the higher Team Leader rate of pay based on the following:

**14.1.1** A team member engaged for two (2) or more hours per day, shall receive the Team Leader rate for the whole day.

**14.1.2** A team member engaged for less than two (2) hours on any day, shall receive the Team Leader rate whilst so employed.

**14.2** No team member shall suffer any reduction in wages if temporarily employed at the Company's direction, on a shift, other than which they are regularly employed and for which a lower rate is provided for in clause 12 of this Agreement.

## 15. TERMINATION OF EMPLOYMENT

**15.1** Employment shall be on a full-time, part-time, limited tenure or casual basis. The Company shall indicate clearly at the time of engagement the basis on which the team member is being engaged.

**15.2** Employment of full-time and part-time team members during the first three (3) months of service shall be probationary and shall be paid the weekly rate. During the probationary period, employment shall be terminable by a week's notice on either side.

**15.3** Notwithstanding any provisions of this clause the Company shall have the right to dismiss a team member without notice for serious misconduct or refusing duty.

**15.4** Employment of casuals shall be from hour to hour at the relevant casual rate of pay. A casual engagement may be terminated by one day's notice on either side.

**15.5** Provided that a team member whose employment is terminated by the Company on the working day immediately preceding a gazetted public holiday or gazetted public holidays, otherwise than for serious misconduct, shall be paid for such gazetted public holiday or gazetted public holidays. This sub-clause is not to apply to a team member during their three (3) month probationary period.

**15.6 Notice of termination by Company**

**15.6.1** In order to terminate the employment of a team member the Company must give the team member the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

**15.6.2** In addition to the notice above, team members over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week’s notice.

**15.6.3** Payment in lieu of the notice must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

**15.6.4** For the avoidance of doubt, where the Company makes the decision to terminate the employment of a permanent full-time or permanent part-time team member due to a retrenchment related to the full Site closure, the Company will provide in writing to the affected team member sixteen (16) weeks’ notice (to be worked).

**15.7 Notice of termination by team member**

**15.7.1** The notice of termination required to be given by a team member to the Company is one week and there is no requirement the team member gives additional notice based on the team members age.

**15.7.2** If a team member fails to give the required notice, the Company may withhold an amount not exceeding the amount the team member would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the team member.

**15.8 Job search entitlement**

Where the Company has given notice of termination to a team member, the team member shall be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the team member after consultation with the Company.

**15.9 Statement**

Each team member on the termination of their employment shall be given a statement in writing by the Company stating the position held by the team member and their length of service.

**16. PAYMENT OF WAGES**

**16.1** Wages shall be paid weekly in arrears.

**16.2** All payments will be made by Electronic Funds Transfer (“EFT”).

**16.3** The Company shall pay wages within four (4) days of the end of each pay period.

**17. SUPERANNUATION**

**17.1** Superannuation for team member employed under this Agreement shall be governed by the provisions of the *Superannuation Guarantee (Administration) Act 1992* (as amended) and the applicable regulations, provided that:

- 17.1.1** All superannuation entitlements shall be directed to the LUCRF Fund unless the team member elects to contribute to any other complying superannuation fund of the team member's choice.
- 17.1.2** The team member may, in accordance with the *Superannuation Guarantee (Administration) Act 1992* (as amended) and the applicable regulations opt in and out of a fund.
- 17.2** For the purposes of superannuation, reference to ordinary time earnings shall mean the base rate for the team member as specified in clause 12 and the additional components as specified by the *Superannuation Guarantee (Administration) Act 1992 Act* (as amended) and the applicable regulations.
- 17.3** The Company may, in accordance with its policies and procedures allow team members to participate in a salary sacrifice program in relation to superannuation and or any other benefit agreed to by the Company. Team members are not obliged to participate in such programs.
- 17.4** A team member who wishes to "salary sacrifice" must specify the contribution in writing and authorise the Company to commence making monthly payments.
- 17.5** The Company will continue to calculate superannuation contributions required by clause 17.1 on the basis of the team member's ordinary time earnings before the salary sacrifice is deducted.
- 17.6** After taking into account the salary sacrifice, a team member shall not receive less than the wage rate specified in the Agreement for their classification.
- 17.7** Salary sacrifice deductions will be made during a period of paid leave and the team member will receive the rate of pay specified under the Agreement minus the salary sacrifice deduction.
- 17.8** Calculation of salary for the purpose of overtime, termination payments or any other payments under the Agreement shall be calculated on the total rate of pay (i.e. it includes the salary sacrifice).
- 17.9** Each team member participating in this program shall receive written confirmation of relevant information including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement. This written confirmation shall be provided whenever the team member wage rate, as specified under the Agreement, changes or the team member varies their amount to be deducted in accordance with clause 17.8.
- 17.10** The team member may revoke the salary sacrifice agreement at any time or vary the amount to be deducted at three (3) monthly intervals.
- 17.11** The Company may change the program if required to do so by law. The Company shall consult with the team members and the Union prior to any of the required changes being implemented. The Company will provide reasonable notice of the date of the required changes which shall be not less than two (2) months unless a shorter time is required to comply with legislation. It shall be the responsibility of the superannuation funds to inform their members of any changes to the funds that they may make.

## **18. ORDINARY HOURS OF WORK**

The ordinary hours of operation extend across seven (7) days, twenty-four (24) hours a day with the flexibility to roster team members across five (5) consecutive days in seven (7).

## **19. ROSTERING PRINCIPLES**

### **19.1 Full-time Team members:**

- 19.1.1** A full-time team member shall be engaged on a shift roster that averages to working one-hundred and fifty-two (152) hours over a four (4)-week period.
- 19.1.2** A full-time team member shall work on not more than twenty (20) days per four (4) week period.
- 19.1.3** A full-time team member may be rostered to work a maximum of forty-six (46) ordinary hours in any week.
- 19.1.4** A full-time team member may work up to ten (10) hours (exclusive of meal breaks) per engagement.
- 19.1.5** The minimum engagement of four (4) hours for a full-time team member may be rostered.

- 19.1.6** There shall be a minimum break of ten (10) hours between a full-time team member finishing time on one (1) engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight (8) hours shall be substituted for ten (10) hours.
- 19.1.7** Where a full-time team member does not receive such a break between engagements, they shall be paid at overtime rates for all work performed until such time as they are provided with a ten (10) hour break.
- 19.1.8** Any permanent roster change must be provided to the team member in writing with a minimum of thirty (30) days' notice. Should the permanent roster change result in a reduction to an applicable shift penalty, the notice period shall be three (3) months. Provided that a team member's roster may be changed by mutual agreement at any time.
- 19.1.9** A team member's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise, the team member shall be entitled to such penalty, loading or benefit, as if their roster had not been changed. This provision does not apply if a major shift change is required due to operational change. This process will involve full consultation with the team member and Union.
- 19.1.10** Team members may be employed to work their ordinary hours at more than one (1) site.
- 19.1.11** Team members will not be required to travel in excess of forty (40) kilometres or a travel time not in excess of thirty (30) minutes between sites.
- 19.1.12** By mutual agreement, part-time and casual team members may be engaged to work two (2) starts each day. The minimum daily engagement of four (4) hours for part-time team members may be reduced to two (2) hours provided that the total ordinary hours worked for that day is no less than four (4) hours and not more than ten (10) hours.
- 19.1.13** Team members will be paid the penalty rates set out in Appendix A and Appendix B in this Agreement in addition to their base rate for hours rostered to work during such times.

## **19.2 Part-Time Team members:**

- 19.2.1** A part-time team member shall be engaged on a weekly basis and shall be contracted to work an agreed number of hours, which shall average to be a minimum of 60.8 hours or less than one-hundred and fifty-two (152) hours over a four (4) week period.
- 19.2.2** A part-time team member shall work on not more than twenty (20) days per four (4) week period.
- 19.2.3** A part-time team member may be rostered to work a maximum of forty-six (46) ordinary hours in any week.
- 19.2.4** A part-time team member may work up to ten (10) hours (exclusive of meal breaks) per engagement.
- 19.2.5** A part-time team member may also agree to work additional hours at base rates plus the casual loading. Provided that the aggregate of contract hours and additional hours are less than one-hundred and fifty-two (152) hours over a four (4) week period or no more than forty-six (46) hours in a week.
- 19.2.6** The minimum engagement a part-time team member may be rostered to work shall be four (4) hours.
- 19.2.7** There shall be a minimum break of ten (10) hours between a part-time team member's finishing time on one (1) engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight (8) hours shall be substituted for ten (10) hours.
- 19.2.8** Where a team member does not receive such a break between engagements, they shall be paid at overtime rates for all work performed until such time as they are provided with a ten (10) hour break.
- 19.2.9** Any permanent roster change must be provided to the team member in writing with a minimum of thirty (30) days' notice. Should the permanent roster change result in a reduction to an applicable shift penalty, the notice period shall be three (3) months. Provided that a team member's roster may be changed by mutual agreement at any time.

**19.2.10** A team member's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise, the team member shall be entitled to such penalty, loading or benefit, as if their roster had not been changed. This provision does not apply if a major shift change is required due to operational change. This process will involve full consultation with the team members and Union.

**19.2.11** Leave and benefit entitlements shall be calculated on the basis of pro rata entitlements for full-time team members.

### **19.3 Casual Team members**

**19.3.1** A casual team member shall be engaged by the hour on an as needs basis.

**19.3.2** A casual team member may work up to one-hundred and fifty-two (152) ordinary hours over a four (4) week period.

**19.3.3** A casual team member may be rostered to work a maximum of forty-six (46) ordinary hours in any week.

**19.3.4** A casual team member may work up to ten (10) hours (exclusive of meal breaks) per engagement.

**19.3.5** The minimum engagement a casual may be worked shall be four (4) hours.

**19.3.6** A casual team member may agree to be rostered to work a split engagement to meet the needs of the Company.

**19.3.7** Except for split engagements, as provided above, there shall be a minimum break of ten (10) hours between a casual team member's finishing time on one (1) engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight (8) hours shall be substituted for ten (10) hours.

**19.3.8** Where a casual team member does not receive such a break between engagements, they shall be paid at overtime rates for all work performed until such time as they are provided with a ten (10) hour break.

**19.3.9** A casual team member will be paid an hourly rate inclusive of casual loading as specified in the table set out in clause 12.2.

**19.3.10** When permanent full-time or part-time work becomes available, a Company casual team member will be offered the first opportunity to accept this permanent full-time or part-time employment. Selection is on the basis of merit and according to the recruitment decision-making process, to ensure the best candidate is chosen.

### **19.4 Limited Tenure Team members**

**19.4.1** Limited tenure team members shall be engaged as required by the Company.

**19.4.2** All benefits will be paid on a pro—rata basis of the full-time requirement.

### **19.5 Scheduled Day Off**

**19.5.1** Team members will be scheduled to take one (1) day off each four (4) weeks. This day off can be scheduled on any day of the week at the Company's discretion and will be advised to team members at least two (2) weeks in advance.

**19.5.2** The scheduled day off can be changed by mutual agreement, or if required by the Company, with at least one (1) weeks' notice in writing (or forty-eight (48) hours in exceptional circumstances).

**19.5.3** Annual leave cannot be split to avoid a scheduled day off falling during such leave. The parties to this Agreement recognise that a team member is entitled to twelve (12) scheduled days off per year (based on a team member working forty-eight (48) weeks and taking four (4) weeks annual leave).



- 19.5.4** Where a team member's scheduled day off falls on a day that is a gazetted public holiday as per clause 29, the day shall be deemed to be only a public holiday and the scheduled day off shall be rescheduled by mutual agreement.
- 19.5.5** It is further agreed that team members may accrue up to five (5) scheduled days off at any one (1) time for use in the future. The non-working days that can be banked, and the times that they can be banked, and the times that they can be redeemed will again be at the Company's discretion.
- 19.5.6** Through mutual agreement between the Company and the team member, the team member may choose to work a roster than does not include a scheduled day off.

## **20. OVERTIME**

- 20.1** All hours worked before or after the team member's rostered start and finish time, or in excess of one-hundred and fifty-two (152) hours by a team member over a four (4) week cycle or in excess of ten (10) hours in any day or in excess of forty-six (46) hours in any week shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- 20.2** Each engagement of overtime shall stand alone.
- 20.3** By mutual agreement between the Company and the team member, overtime may be taken as time off in lieu at the overtime equivalent.
- 20.4** All overtime must be authorised by management.
- 20.5** The casual loading shall not apply during periods of overtime worked by a casual team member.
- 20.6** Where overtime is required, preference will be given to permanent team members to work such overtime.
- 20.7** All hours worked on a Sunday, whether rostered hours or overtime hours, will attract a loading of 100% as prescribed in Appendix A of this Agreement.
- 20.8 Time off in lieu**
- 20.8.1** Time off in lieu ("TOIL") is for any time which is accumulated and converted to a bank of hours on each occasion overtime is worked or in accordance with clause 29 - Public Holidays and clause 29.8 - Picnic Day.
- 20.8.2** By agreement with the Company, a team member may elect to take accrued TOIL provided:
- 20.8.3** Any such request is made in writing with a minimum of seven (7) days' notice or by mutual agreement for a lesser period; and
- 20.8.4** The accrued TOIL will be on an overtime basis e.g. two (2) hours overtime at time and half will accrue three (3) hours TOIL. Time taken will be paid at the rate of pay at which the time was accrued and will not include any extra penalties.
- 20.8.5** At any one time, the maximum accrual of TOIL shall be:
- (a) Time equivalent to ten (10) days for full-time team members; and
- (b) The average fortnightly hours worked for part-time team members.
- 20.8.6** Once a team member has reached the limit of TOIL as specified in clause 20.8.5, the team member shall be required to submit a 'leave plan' to reduce their accrued TOIL so that there is a maximum of two (2) days in their balance. If a team member does not submit a 'leave plan', the TOIL will be cashed out in the pay week before 31 August of each year so that there is a maximum of two (2) days remaining in balance.
- 20.8.7** Any planned leave or accrued TOIL in accordance with clause 20.8.6 which carries over beyond 31 August for each year shall be paid at the rate of pay as at the time when the TOIL was accrued.

## 21. MEAL BREAK

- 21.1** A team member cannot work more than five (5) consecutive hours (or six (6) hours by mutual agreement) without receiving an unpaid meal break of thirty (30) minutes duration.
- 21.2** A team member working overtime shall be allowed a meal break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked, if the team member continues work after the break.

## 22. REST BREAKS

- 22.1** A team member shall be entitled to a paid rest break of fifteen (15) minutes duration if rostered to work for more than four (4) consecutive hours of work.
- 22.2** A team member working one (1) or more hours past the rostered end of their shift in any one (1) day will be provided with an additional paid rest pause of ten (10) minutes.

## 23. PERSONAL LEAVE

### 23.1 Personal Leave

- 23.1.1** A team member may take personal leave if the leave is taken:
- (a) because the team member is not fit for work because of a personal illness, or personal injury, affecting the team member; or
  - (b) to provide care or support to a member of the team member's immediate family, or a member of the team member's household, who requires care or support because of:
  - (c) a personal illness, or personal injury, affecting the member; or
  - (d) an unexpected emergency affecting the member.
- 23.1.2** A full-time team member shall be entitled to ten (10) days of paid personal leave per year of service. This is calculated as the team members normal daily rostered hours multiplied by ten (10). A part-time or limited tenure team member shall be entitled to pro rata entitlement.
- 23.1.3** For a fulltime team member in their first year of employment, leave shall accrue to equal ten (10) days at the normal rostered hours. A part-time or limited tenure team member shall accrue, in their first year of employment, at a pro rata rate. In the second and subsequent years, the leave shall be credited in advance on each anniversary date of the commencement of employment.
- 23.1.4** Personal leave taken and approved shall be deducted from the team member's accrued entitlement.
- 23.1.5** Subject to the Company's approval, personal leave shall be paid at the team member's ordinary time earnings. "Ordinary time earnings" for the purpose of personal leave is the base rate plus the shift penalty where the shift the team member was rostered to work attracted the payment of a shift penalty.
- 23.1.6** If a team member has exhausted their personal leave entitlement (see clause 23.1.2) the team member shall have the ability to access a paid leave of absence in accordance with the following:
- (a) The team member is not fit for work because of a personal illness, or personal injury affecting the team member.
  - (b) A team member does not have the ability to seek a paid leave of absence for the purpose of providing care or support as per the provisions of clause 23.1.1(b).
  - (c) The team member's paid leave of absence will be treated as an unplanned absence.
  - (d) In the first instance the team member shall have the option of taking such time off by accessing their Time off in Lieu (TOIL) bank / entitlement (see clause 20.8).

- 23.1.7** Where a team member has exhausted their TOIL bank / entitlement (see clause 20.8) then by taking such time off by accessing their Annual Leave entitlement (including any pro-rata amount). Further any annual leave loading payments (see clause 25.3) the team member is entitled to shall be payable if accessed as a paid leave of absence using their annual leave entitlement (including any pro-rata amount).
- 23.1.8** Under the arrangements of this clause if the paid leave of absence is taken payment for such leave is subject to:
- (a) The team member providing a medical certificate at the commencement of their next rostered shift to the Company; and
  - (b) the team member meeting the requirements of clause 23.1.11 (which relates to notification to their manager) and those of personal leave generally under this Agreement.
- 23.1.9** A team member shall not be entitled to paid sick leave for any period in respect of which they are entitled to workers compensation.
- 23.1.10** A team member's unused personal leave entitlement from any year shall accrue to the following year.
- 23.1.11** The team member shall notify their manager, or the manager on duty, prior to the commencement of their rostered start time for that day of their inability to attend for duty and, as far as possible, state the nature of the illness or injury and the estimated duration of the absence.
- 23.1.12** For the purposes of evidence of proof for personal leave, a medical certificate or statutory declaration for a period of personal leave taken may be requested. If it is not reasonably practicable for a team member to obtain a medical certificate for a period of personal leave, then a statutory declaration may be provided to the Company.
- 23.1.13** The team member is required to provide a medical certificate, or statutory declaration, in the following circumstances:
- (a) for absences of two (2) or more consecutive days; and
  - (b) for single day absences when the number of absences over a twelve (12) month period exceed six (6) in the first year of employment, eight (8) in years two (2) to four (4) of employment and ten (10) for team members with five (5) or more years' service.
- 23.1.14** Team members are required to provide evidence for absences of a single day in the following circumstances:
- (a) When the number of single day absences over a twelve (12) month period exceed the number prescribed in clause 23.1.13; or
  - (b) When the team member does not comply with the absence notification process prescribed in clause 23.1.11; or
  - (c) The team member does not have sufficient accrued sick leave; or
  - (d) The team member is being counselled for excessive absenteeism or related issues and is advised of a requirement to provide medical certificates for future absences; or
  - (e) The team member commences rostered duty but is unable to remain at work for the complete engagement; they will be required on request of the Company, to provide evidence when at least half of the rostered engagement has not been worked.

## **23.2 Personal leave as Carer's Leave**

- 23.2.1** A team member with responsibilities in relation to either members of their immediate family, or a member of the team member's household, who need their care and support shall be entitled to use up their personal leave per annum, non-cumulative, in order to care for such persons when they are ill, injured or due to an unexpected emergency.

**23.2.2** The team member, if required, shall establish, by production of a medical certificate or statutory declaration, the situation of the person concerned.

### **23.3 Unpaid Carer's Leave**

**23.3.1** A team member is entitled to two (2) days unpaid carer's leave, for each occasion when a member of the team member's immediate family, or a member of the team member's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

**23.3.2** A team member cannot take unpaid carer's leave if the team member could instead take paid personal leave.

**23.3.3** A team member may take unpaid carer's leave as:

- (a) a single continuous period of up to two (2) days;
- (b) any separate periods to which the team member and the Company agree.

**23.3.4** The team member, if required, shall establish, by production of a medical certificate or statutory declaration, the situation of the person concerned.

**23.3.5** A Company casual team member is entitled to not be available to attend work, or to leave work when a member of the team member's immediate family, or a member of the team member's household, requires care and support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

**23.3.6** The team member, if required, shall establish, by production of a medical certificate or statutory declaration, the situation of the person concerned.

**23.3.7** The Company and the Company casual shall agree on the period for which the team member will be entitled to not be available to attend work. In the absence of agreement, the team member is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The Company casual team member is not entitled to any payment for the period of non-attendance.

**23.3.8** The Company must not fail to re-engage a Company casual team member because the team member accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual team member are otherwise not affected.

**23.3.9** For the purposes of paid and unpaid Carer's Leave and Bereavement Leave and Compassionate Leave, "immediate family" or "members of their household" means:

- (a) spouse or former spouse of the team member;
- (b) a de facto spouse who, in relation to a person, is a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person, including a former defacto spouse;
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the team member or spouse or de facto spouse (including a former spouse or former defacto spouse) of the team member; or
- (d) a relative of the team member who is a member of the same household where, for the purposes of this subparagraph:

- i) **"relative"** means a person related by blood, marriage or affinity;
- ii) **"affinity"** means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
- iii) **"household"** means a family group living in the same domestic dwelling.

#### **23.4 Annual Leave with respect to Carer's Leave**

- 23.4.1** A team member may elect, with the consent of the Company to take annual leave not exceeding ten (10) days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 23.4.2** Access to annual leave, as prescribed in clause 23.4.1, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 23.4.3** A team member and the Company may agree to defer payment of the annual leave loading in respect of single day absences until at least five (5) consecutive annual leave days are taken.
- 23.4.4** A team member may elect with the Company's agreement to take annual leave at any time within a period of twenty-four (24) months from the date at which it falls due.

#### **23.5 Make-up Time**

- 23.5.1** A team member may elect, with the consent of the Company, to work "make-up time", under which the team member takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Agreement, at the base rate of pay.
- 23.5.2** A team member on shift work may elect, with the consent of the Company, to work "make-up time" (under which the team member takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

#### **23.6 Continuity of Service**

- 23.6.1** A period of paid personal leave (sick/carer's leave) does not break a team member's continuity of service. Paid personal leave counts as service for all purposes.

### **24. BEREAVEMENT & COMPASSIONATE LEAVE**

#### **24.1 Bereavement Leave**

- 24.1.1** In each instance of the death of an "immediate relative", a team member (other than a casual) shall be entitled to paid bereavement leave based upon ordinary time earnings which shall not exceed three shifts.
- 24.1.2** Where the death of an "immediate relative" as prescribed above occurs interstate or outside of Australia and the team member attends the funeral, the team member shall be entitled to receive an additional unpaid period of Bereavement Leave, which shall not exceed two shifts.
- 24.1.3** Proof of such death shall be required to be produced, when requested by the Company.
- 24.1.4** For the purposes of clause 24.1.1 an "immediate relative" shall have the same meaning as per clause 23.3.9.

#### **24.2 Compassionate Leave**

- 24.2.1** A team member is entitled to use two (2) days compassionate leave for each occasion on which a member of the team members' immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life.

- 24.2.2** When a team member takes paid compassionate leave, the Company must pay the team member the amount the team member would reasonably have expected to be paid if the team member had worked during the period of compassionate leave.
- 24.2.3** The team member is only entitled to compassionate leave if the team member gives the Company any evidence that the Company reasonably requires of the illness or injury.
- 24.2.4** A team member is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the team member and the Company. Where the team member is taking compassionate leave to spend time with a member of the team member's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the team member is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- 24.2.5** If the team member has used all their accrued entitlements to personal leave, they are entitled to take up to two (2) days unpaid compassionate leave per occasion. A team member may take additional unpaid compassionate leave by agreement with the Company.
- 24.2.6** Evidence of the reason for compassionate leave shall be required to be produced if requested by the Company.
- 24.2.7** For the purposes of clause 24.2 "Immediate family" or "members of their household" shall have the same meaning as per clause 23.3.9.

### **24.3 Bereavement and Compassionate Leave for Casual Team members**

- 24.3.1** Compassionate Leave and Bereavement Leave for casual team members is unpaid leave.

## **25. ANNUAL LEAVE**

### **25.1 Entitlement**

- 25.1.1** All full-time team members are entitled to four (4) weeks of annual leave per year of engagement. Full-time and part-time team members are entitled to accrue an amount of paid annual leave, for each completed four (4) week period of continuous service with the Company, of 1/13th of the number of nominal hours worked by the team member for the Company during that four (4) week period. Annual leave accumulates from year to year.
- 25.1.2** For the purposes of the additional week of annual leave provided by the National Employment Standards, a shift worker is a seven (7) day shift worker who is regularly rostered by the Company to perform their ordinary hours of work on Sundays and Public Holidays.

### **25.2 Team member not taken to be on paid annual leave at certain times**

- 25.2.1** If a public holiday occurs during any period of annual leave taken by a team member, the period of the annual leave shall be increased by one day in respect of that public holiday.
- 25.2.2** If the period during which a team member takes paid annual leave includes a period of any other leave (other than unpaid parental leave or jury service and community service leave), the team member is taken not to be on paid annual leave for the period of that other leave.

### **25.3 Annual leave loading**

- 25.3.1** A team member when commencing a period of leave, shall be entitled to an annual leave loading of seventeen and half (17.5) per cent of the base rate of pay.
- 25.3.2** Where a team member would have been rostered to work if they were not on annual leave during hours that attract a penalty rate, the greater of the penalty rate or seventeen and half (17.5) per cent loading will be paid.

### **25.4 Annual leave payment on termination**

- 25.4.1** The loading of seventeen and half (17.5) per cent shall also be paid on termination of employment where the annual leave, which has become due to the team member, has not been taken at the time of termination.
- 25.4.2** If, when the employment of an team member ends, the team member has a period of untaken paid annual leave, the Company must pay the team member the amount that would have been payable to the team member had the team member taken that period of leave.
- 25.4.3** The provisions of clause 25.4.1 shall not apply where a team member is dismissed for serious misconduct, nor shall it apply to pro rata annual leave pay, paid on termination of employment.

## **25.5 Annual leave in advance**

- 25.5.1** If a team member and Company so agree, the annual leave may be taken wholly or partly in advance before the team member has become entitled to the annual leave.
- 25.5.2** No loading is payable to a team member who takes an annual holiday wholly or partly in advance; provided that if the employment of such a team member continues until the day when he/she would have become entitled to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub clause 25.3.1 of this clause, applying the rates of wages payable on that day.

## **25.6 Taking paid annual leave**

- 25.6.1** Paid annual leave may be taken for a period agreed between a team member and the Company.
- 25.6.2** The Company must not unreasonably refuse to agree to a request by a team member to take paid annual leave.
- 25.6.3** On request by a team member, the Company will pay the team member in advance before the commencement of the team member's annual leave the team member's ordinary pay for the period together with the applicable loading.

## **26. LONG SERVICE LEAVE**

Team members are entitled to long service in accordance with the *Long Service Leave Act 1955 (NSW)* as amended.

## **27. JURY SERVICE & COMMUNITY SERVICE LEAVE**

### **27.1 Jury Service**

- 27.1.1** A team member required to attend for jury service during their rostered hours of work shall not suffer any loss of income in respect of the ordinary hours they would have worked had they not been on jury service.
- 27.1.2** A team member attending for jury service is not required to attend for work on that day.
- 27.1.3** To receive payment, a team member shall provide to the Company:
- (a)** Proof their requirement to attend jury service;
  - (b)** Proof of actual attendance; and
  - (c)** Proof of jury fees received for such service.
- 27.1.4** The team member shall give the Company reasonable notice of such requirement to attend for jury service.
- 27.1.5** This clause applies to casual team members, however for casual team members the jury service is unpaid.

### **27.2 Community Service Leave**

- 27.2.1** Community service leave entitlements (other than jury service) shall be in accordance with Division 8 (Community service leave) of Part 2-2 of the Act as amended from time to time.

## 28. PARENTAL LEAVE

- 28.1** Parental leave entitlements shall be in accordance with Divisions 4 (Requests for flexible working arrangements and 5 (Parental leave and related entitlements) of Part 2-2 of the Act as amended from time to time and the Parental Leave Support Kit. Where both documents have a provision for the same matter, the superior condition will apply. Team members upon request will be provided with the Parental Leave Support Kit.
- 28.2** In addition, under the Government Paid Parental Leave Scheme eligible team members will be able to access up to 18 weeks of Parental Leave Pay, (or as amended from time to time). The period of paid leave is deducted from the period of the unpaid entitlement as set out in the Act.

## 29. PUBLIC HOLIDAYS

- 29.1** A full-time team member shall be entitled without loss of pay to ten public holidays per year, or any day gazetted, declared, or proclaimed as a public holiday for the State or district in which the team member is employed.
- 29.2** A part-time team member will receive a pro rata benefit calculated on the basis of their average weekly ordinary hours divided by thirty-eight (38).
- 29.3** Where team members are required to observe cultural or religious days, all reasonable efforts will be made by the Company to accommodate the team member's wishes through the use of annual leave and time off in lieu.
- 29.4** Where a team member is asked and works on a gazetted public holiday, the team member shall be paid a penalty of 150% (except Christmas Day, Good Friday) in addition to their ordinary time rate of pay for time so worked or mutually agree with the Company to take reciprocal time off on another day. Christmas Day and Good Friday shall be paid at a penalty of 200% in addition to their base rate of pay.
- 29.5** The parties to this Agreement understand and acknowledge that the Distribution Centre may have to operate on gazetted public holidays. If a team member works on a day gazetted as a public holiday, then all work performed shall be paid at the base rate as specified in clause 12 plus 150%. Christmas Day and Good Friday shall be paid at a penalty of 200% in addition to their base rate of pay. In the event the Company requires team members to work on a public holiday, the Company will:
- 29.5.1** Call for volunteers from all team members to work on a public holiday. An expression of interest form will be placed on a notice board easily accessible to all team members. All team members rostered to work on the day who volunteer will be selected to work.
- 29.5.2** Should the initial volunteer numbers be insufficient, the Company will approach team members who have not volunteered for work on the public holiday. Team members rostered to work on the day will be approached first.
- 29.5.3** The suitability and the number of team members required to work on a public holiday will be determined by the Company based on the requirements of the business.
- 29.6** If a team member's regular roster falls on a gazetted public holiday and they are not working, payment for the holiday not worked is the base rate of pay specified in clause 12.
- 29.7** Where part of a team member's rostered shift falls on a gazetted public holiday, they will be paid the base rate as specified in clause 12 plus 150% for the hours worked on the public holiday (with Christmas Day and Good Friday to be paid at a penalty of 200% in addition to their base rate).
- 29.8 Picnic Day**
- 29.8.1** The Company recognises Picnic Day. The day is to be taken at a time of mutual agreement between the team member and the Company within twelve (12) months. If mutual agreement cannot be reached, Easter Tuesday is recognised as Picnic Day. If a team member has not taken Picnic Day within the twelve (12) month period, it will be added to the team members' time off in lieu (TOIL) bank.

## 30. NOTICEBOARD



The Company shall permit a noticeboard of reasonable dimensions to be erected in a prominent position in the Site so that it will be reasonably accessible to all team members working under this Agreement. The purpose of the notice board is to display notices that facilitate the operation and/or observance of this Agreement or concern employment related matters.

### **31. NO EXTRA CLAIMS**

It is the term of this Agreement that both parties undertake for the duration of the Agreement not to pursue any extra claims. Both parties recognise that the wages as expressed incorporate payments due under the FWC Minimum Rates decision.

### **32. FARES AND TRAVELLING TIME**

**32.1** All full-time, part-time and limited tenure team members shall be paid at base rates (or overtime rates if overtime is worked) for the time occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. The fixed starting point for this travel shall be the Site and they shall be paid for all time occupied in travelling between the Site and the other workplace at which they have been directed to work. All fares and tolls shall be paid by the Company.

**32.2** If team members are unable to reach their homes at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein shall be paid to them.

**32.3** A team member who is required by the Company to use their own motor vehicle for travelling on Company business shall be paid a rate as set from time to time by the Australian Taxation Office as at the date of travel.

### **33. TRANSFER OF BUSINESS**

**33.1** For the purposes of this Agreement, where the business is transferred from the Company (in this clause the first employer) to another Company (in this clause the second employer) and a team member who at the time of such transfer was a team member of the first employer in that business becomes a team member of the second employer:

**33.1.1** The continuity of service of the team member shall be deemed not to have been broken by reason of such transfer.

**33.1.2** The period of service which the team member has had with the first employer shall be deemed to be service of the team member with the second employer and all team member entitlements at the date of transmission shall be transferred with the team member to the employment with the second employer.

**33.1.3** A team member whose service is deemed to be continuous under this clause shall not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transfer of business.

**33.2** A team member who rejects an offer of employment made by the second employer that:

**33.2.1** 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 first employer; and

**33.2.2** recognises the team member's service with the first employer as continuous service with the second employer including the transference of the team member's entitlements; and

**33.2.3** had the team member accepted the offer, there would have been a transfer of employment in relation to the team member;

**33.2.4** will not be entitled to redundancy benefits outlined in this Agreement, provided that if there is a dispute about the terms and conditions of the offer of employment, the team member may make application to the Fair Work Commission to resolve it.

**33.3** In this clause business includes trade, process, business or occupation and includes part of any such business, and transfer includes the sale, conveyance, assignment or succession whether by agreement or by operation of law, and transferred has a corresponding meaning.

**33.4** In accordance with Division 2 (Transfer of instruments) of Part 2-8 of the Act (as amended), in the event of a transfer of business, a team member of the Company who is subsequently employed by the new employer to perform the work

currently covered within the classifications set out in this Agreement shall be employed in accordance with the terms of this Agreement.

## 34. EMPLOYMENT SECURITY

### 34.1 Relocation

**34.1.1** The Company may relocate team members to another Company location provided that the following requirements are met:

- (a) The conditions of employment of the team member are overall no less favourable to those prior to the relocation and the position is within the team member's skills, competency and/or knowledge;
- (b) The location to which the team member is to be relocated must not involve any unreasonable or excessive increase in travel time or distance for the team member; and
- (c) The team member's continuity of employment will be maintained.

### 34.2 Redeployment and Retraining

**34.2.1** The Company may redeploy team members either to other suitable positions at the team member's current location or to another Company location provided that the following requirements are met:

- (a) The position to which the team member is to be redeployed is within the team members skills, competency and/or knowledge;
- (b) The terms and conditions of employment of the team member must be overall no less favourable than those just prior to the relocation;
- (c) Where the team member's skill, competency and/or knowledge does not match the position requirements then the Company will offer appropriate training to ensure the team member is able to perform the duties of the position.
- (d) If the team member is redeployed to another site, it must not involve any unreasonable or excessive increase in travel time or distance for the team member; and
- (e) The team member's continuity of employment will be maintained.

### 34.3 Consultation

Where the Company has made a definite decision to declare positions redundant, as soon as practicable after making the decision the Company will consult with affected team members, their representatives and with the Union about the redundancies and the reasons for them.

### 34.4 Redundancy

**34.4.1** As an alternative to redundancy, the Company may relocate, redeploy and/or retrain team members in accordance with the processes in clauses 34.1 and 34.2.

**34.4.2** For the purposes of this clause, "**weeks' pay**" shall mean the average weekly earnings paid to a team member for working their ordinary hours and shall include related shift penalties but exclude other penalties, allowances and overtime.

**34.4.3** In the event of a voluntary or involuntary redundancy, permanent team members will be entitled to payment for accrued annual, long service leave and to accrued sick leave.

#### **Initial Voluntary Redundancy Process ("IVRP")**

**34.4.4** Upon the Operative Date of this Agreement, the Company will facilitate an IVRP for a minimum 50 voluntary redundancies, up to a maximum of 80 (assuming there are sufficient team member VRP applications made) in

accordance with the *Smeaton Grange (UWU) Regional Distribution Centre Enterprise Agreement 2020 Team Member Information & Voting Pack*.

- 34.4.5** For the avoidance of doubt, if less than 50 Team Members apply for a voluntary redundancy and/or meet the relevant criterion set out in 34.4.7, only that number will be selected for voluntary redundancy.
- 34.4.6** After the Company has called for expressions of interest, the IVRP provides an avenue for team members to express their interest in being considered for a voluntary redundancy, however there is no automatic right to redundancy under the IVRP.
- 34.4.7** Expressions of interest relevant to the IVRP will be reviewed against a set of criteria including but not limited to the following considerations:
- (a) The team member's circumstances including demonstrated genuine hardship;
  - (b) The necessity to ensure appropriate levels of operational skills are retained at the Site; and
  - (c) all else being equal, the team member's length of service.

#### **Subsequent Voluntary Redundancy Process ("SVRP")**

- 34.4.8** The Company, UWU and team members recognise that due to the pending Site closure, the permanent team member head count will reduce over time. As such, subsequent to the IVRP at any time during the life of this Agreement, the Company will facilitate genuine voluntary redundancies following a team member request, provided the relevant team member completes all required and necessary documentation associated with the SVRP.
- 34.4.9** Permanent team members who are voluntarily retrenched under the IVRP or SVRP will be entitled to:
- (a) Notice of termination as per clause 15.6.1 and 15.6.2;
  - (b) Four (4) weeks' severance pay per year of completed continuous service (not including casual service with the Company or any 'agency' or labour hire service), and if the team member is over the age of 45 years at the date of termination, an additional one (1) weeks' pay per year of service to a maximum of ten (10) weeks' pay; and
  - (c) The severance pay under clause 34.4.9(b) will not exceed fifty-two (52) weeks' pay.
  - (d) Part-time team member's severance pay will be pro-rated based on rostered hours at the time of termination.

#### **Involuntary (Forced) Redundancy**

- 34.4.10** Any redundancy that is not a voluntary redundancy will be an involuntary (forced) redundancy. A permanent team member who is involuntarily retrenched resulting in the team members position being made redundant will be entitled to:
- (a) Notice of termination as per clause 15.6.1 and 15.6.2 unless the forced redundancy relates to full site closure then the notice prescribed in clause 15.6.4 applies;
  - (b) Four (4) weeks' severance pay per year of completed continuous service (including casual service with the Company but not including any 'agency' or labour hire service), and if the team member is over the age of 45 years as at the date of termination, an additional one (1) weeks' pay per year of service to a maximum of ten (10) weeks' pay; and
  - (c) The severance pay under clause 34.4.10(b) will not exceed eighty (80) weeks' pay.
  - (d) Part-time team member's severance pay will be pro-rated based on rostered hours at the time of termination.

### **34.5 Outplacement**

**34.5.1** Team members who are retrenched pursuant to clause 34.4.10 will also be provided with:

- (a) Reasonable time without loss of pay (subject to operational requirements) to attend employment counselling or job interviews, but no more than one (1) day per week during the notice period. The company may require reasonable proof of genuine job seeking;
- (b) A certificate of service, including the reason for termination;
- (c) Financial counselling and advice; and
- (d) Outplacement counselling including written resume.

**34.5.2** Further details relating to Outplacement services are contained within Appendix D of this Agreement.

## **35. MULTI-SKILLING**

- 35.1** All team members may be required by the Company, at its discretion and cost, to be multi-skilled and to undertake any level of training necessary to facilitate that multi-skilled requirement, broaden their skills or increase their productivity.
- 35.2** Team members may be required to work in any area of the Company and undertake any other duties as reasonably required.
- 35.3** Team members may be required to assist in the sharing of knowledge with other team members and labour hire workers, as is deemed necessary or required by the Company.
- 35.4** These requirements shall all be subject to safe work practices and commensurate with the team member's training, skill and competence to perform such duties, responsibilities or directions in a satisfactory and safe manner.
- 35.5** Training is a critical part of business as usual operation at the Site and accordingly, the Company will continue to provide training and offer relevant licensing opportunities where possible as part of standard ways of working.
- 35.6** In applying task rotation or higher job function on a rostered day, management shall exhaust the Company's permanent rostered team member pool first, followed by those permanent team members who are at work but on overtime, before utilising labour hire/agency workers to meet its operational/business needs and requirements. For the avoidance of doubt, this clause does not require the Company to offer overtime in lieu of utilising labour hire/agency workers.

## **36. PRODUCTIVITY/ PERFORMANCE BASED INCENTIVES**

- 36.1** The Site currently undertakes a productivity and performance-based incentive scheme ("**the scheme**") for team members covered by this Agreement.
- 36.2** The scheme was developed on the basis that:
  - 36.2.1** The form and structure of the scheme was determined by the Company after full consultation with the team members; and Occupational Health & Safety responsibilities were considered;
  - 36.2.2** The objective of instituting the scheme is to provide an "at risk" additional wage benefit to the team members at no detriment to wage rates specified in clause 12; and
  - 36.2.3** Any additional wage benefit to the team members from the scheme including in its formation and introduction will not constitute any part of the ordinary time earnings at any time and will not be included for the purposes of calculating entitlements in respect of annual leave loadings, long service leave or any other entitlements as a team member; and
  - 36.2.4** The Company and all team members agree that any disagreement concerning the scheme will not be the subject of industrial action, (including bans and limitations).
  - 36.2.5** This scheme shall only apply while engaged on actual work undertaken within the scheme. It shall not apply to all periods of leave authorised or otherwise and, workers compensation.

**36.3** The form and structure of the scheme may be revised by the Company following full consultation with team members over the life of this Agreement; and OH&S responsibility will be fully considered.

## **37. EMPLOYMENT**

**37.1** All employment will be offered, subject to the team member first satisfactorily completing a period of probationary employment of three (3) months. This condition of employment applies to all full-time, part-time and limited tenure positions, where appropriate.

### **37.2 Merit Selection**

In respect of promotions all team members will be selected on the basis of merit and according to the recruitment decision-making process, to ensure the best candidate is chosen in a fair and equitable manner in accordance with Company policies and procedures.

### **37.3 Responsibilities and Duties**

It is expected that the team member will:

**37.3.1** Perform all of the duties for which they are engaged as well as other lawful duties, directions and responsibilities as may from time to time be assigned and communicated to the team member and that are within their skill, competency and training of the team member to perform in a safe manner.

**37.3.2** Cease to perform any duties, directions and responsibilities when directed to do so by the Company (e.g. unsafe work practices).

**37.3.3** Comply with all Company policies and procedures as amended from time to time. As a condition of their employment, work honestly, diligently and to the best of their ability serve, promote and protect the Company's interests.

**37.3.4** Not undertake any private trading or other employment that could result in a conflict of interest between the team member and the Company and which could affect the team member's availability and/or capacity for normal work.

## **38. PRODUCTIVITY**

### **Lawful Directions and Duties**

**38.1** The parties to this Agreement agree that workplace flexibility is a condition of employment of all team members. All team members are employed by the Company under the provisions of this Agreement, and on that basis each team member will carry out reasonable and lawful directions and duties that are within their skill, competency and training provided that the team member is capable of performing the work in a safe manner, as they may be called upon to do from time to time or on a permanent basis.

**38.2** The parties to this Agreement agree that from the commencement of this Agreement the following will apply:

**38.2.1** Penalties shall not be paid on top of other penalties (i.e. overtime is calculated on the base rate, not the base rate plus Saturday penalty)

**38.2.2** All matters commonly referred to as custom and practice, which detract from management's ability to direct work as required shall cease.

**38.2.3** The parties to this Agreement agree that it shall be the responsibility of all team members to observe and follow Company policies as issued or changed from time to time. It is further agreed that Company policies will be issued to the workforce at the sole discretion of the Company and that it shall be the Company's responsibility to reasonably promulgate these policies with adequate notice to effected team members.

### **38.3 Introduction of Productivity Enhancing Work Practices**

- 38.3.1** It is recognised by the parties to this Agreement, that productivity enhancing work practices are necessary to improve the competitiveness and prosperity of the Company and to ensure the employment security of its team members.
- 38.3.2** Nothing in this clause will limit or is intended to suggest that the discretion of management to make changes to work practices or introduce productivity enhancing work practices is in anyway limited to these practices or matter listed in this clause.
- 38.3.3** Work standards will be set by Company. Team members will be expected to continue to perform at such levels once promoted from team member in training. These levels will be a matter for full consultations with team members and the safety consultative committee.

## **39. CO-OPERATION IN RELATION TO CONTINUOUS IMPROVEMENT**

- 39.1** The parties to this Agreement recognise their shared interests in maintaining and enhancing the efficiency, productivity and continuous improvement of the Company in the competitive market in which it operates.
- 39.2** The parties to this Agreement further agree to work to facilitate the introduction of such innovations in work practices and technology in order to achieve the goals of protecting employment, improving the productivity, competitiveness and prosperity of the Company.

## **40. OCCUPATIONAL HEALTH AND SAFETY**

### **40.1 Application of State Laws**

- 40.1.1** The Company and its team members, will honour their obligations and duties under any applicable law relating to workplace health and safety; and the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; and the operation and application of such laws.
- 40.1.2** The parties to the Agreement are committed to maintaining and improving a safe and healthy working environment for all team members and other persons on and around the Distribution Centre.

### **40.2 Adherence by team members and Breaches**

- 40.2.1** It is the responsibility of all team members to observe and comply with the OH&S requirements, policies and procedures that apply to the Company, including the process developed for the resolution of OH&S grievances.
- 40.2.2** A breach of OH&S requirements, policies and/or procedures by a team member will be regarded as a breach of the team member's conditions of employment and in the event of a serious breach may result in the termination of employment.

### **40.3 Apparel, Equipment and Personal Protective Equipment**

- 40.3.1** All team members must wear prescribed work apparel in the workplace at all times. All team members must use only prescribed equipment, tools and personal protective equipment, which they are directed by management to use.

### **40.4 Mobile Telephones**

- 40.4.1** Team members will not use mobile telephones in the workplace without the express approval of management.

## **41. CANTEEN**

The Site canteen shall continue to be subsidised.

## **42. STAND DOWN**

Where a breakdown in machinery or any other cause outside the Company's control necessitates a stopping of work, the Company, after advising the team member and Union, may stand down team member/s. Such stand downs shall not in any way affect the team member's continuity of service or other entitlements which depend on continuity of service.

## 43. COUNSELLING

- 43.1** The Coles Group Appropriate Workplace Behaviour Policy shall be followed and used.
- 43.2** A life to each level of warning shall be set as follows:
- 43.2.1** Verbal or File Note (using a 'Discussion Record' document) will have a life of three (3) months;
  - 43.2.2** First (1st) written warning will have a life of six (6) months;
  - 43.2.3** Final and First (1st) and Final Written Warnings will have a life of twelve (12) months;
  - 43.2.4** Except that all warnings will remain permanently on the team member's personal file but will not be used for the purpose of progressing to the next stage of the counselling process if their 'life' has expired, unless there is a consistent and repeated history of counselling for behaviour or performance issues;
  - 43.2.5** Except that all warnings will be considered as behavioural and/or performance based and therefore not classifiable into categories (i.e., there will not be multiple warnings on different issues).
- 43.3** At the midpoint of any warning, a review shall be included to advise the Team Member of their progress.
- 43.4** A right of appeal to the next level of management shall be provided to team members under a counselling process if they consider the outcome of a counselling meeting as harsh, unjust or unreasonable.
- 43.5** Notwithstanding the above, the Company shall have the right to dismiss a team member without notice for serious misconduct or refusing duty.

## 44. PERFORMANCE STANDARD OR RATE

- 44.1** The Company does not recognise and will not introduce (formally or informally) an enforceable performance standard or rate.
- 44.2** Coles expects and will manage team members based on the team member working to the best of their individual ability consistent with the principle of a fair day's pay for a fair day's work.

## 45. FLEXIBILITY TERM

- 45.1** 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:
- 45.1.1** 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
  - 45.1.2** the arrangement meets the genuine needs of the Company and team member in relation to one (1) or more of the matters mentioned in clause 45.1.1; and
  - 45.1.3** the arrangement is genuinely agreed to by the Company and team member.
- 45.2** The Company must ensure that terms of the individual flexibility arrangement:
- 45.2.1** are about permitted matters under section 172 of the Act; and

**45.2.2** are not unlawful terms under section 194 of the Act; and

**45.2.3** result in the team member being better off overall than the team member would be if no arrangement was made.

**45.3** The Company must ensure that the individual flexibility arrangement;

**45.3.1** is in writing; and

**45.3.2** includes the name of the Company and the team member; and

**45.3.3** is signed by the Company and team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member; and

**45.3.4** includes details of:

(a) the term 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

**45.3.5** states the day on which the arrangement commences.

**45.4** The Company must give the team member a copy of the individual arrangement within fourteen (14) days after it is agreed to.

**45.5** The Company or team member may terminate the individual flexibility arrangement:

**45.5.1** by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or

**45.5.2** if the Company and team member agree in writing, at any time.

## **46. UNION MATTERS**

### **46.1 Union delegates**

**46.1.1** A person elected as a Union Delegate shall, upon notification to the Company by the Union, be recognised as the accredited representative of the Union.

**46.1.2** A Union Delegate shall have the right to discuss work related matters of concern to any team member or to convey information relating to the workplace to team members and to represent team members provided:

(a) the delegate prior to ceasing his or her work first notifies their immediate manager on duty;

(b) the amount of time spent by the Union Delegate on Union work related matters is reasonable; and

(c) the Union Delegate does not unduly interfere with the work in progress.

**46.1.3** A Union Delegate will be invited to attend inductions of new team members and Agency or Labour-hire staff to a maximum of thirty (30) minutes per induction.

### **46.2 Training leave**

**46.2.1** Subject to the following conditions, elected Union Delegate(s) or appointed Union representative(s) shall be granted leave to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency provided that:



- (a) No more than five (5) shifts shall be granted in any calendar year. Any additional shifts shall be subject to Company approval. Any additional time taken in a calendar year shall be unpaid. Any untaken paid leave does not accrue from year to year.
- (b) Application to attend Union training leave shall be in writing and shall include details of the type and content of the course to be attended and the dates upon which the course is to be conducted. Applications shall be made not less than one (1) calendar month before the intended course, or such lesser periods as may be agreed between the Company, the Union and the team member concerned.
- (c) Once received, applications shall be granted by the Company on the dates notified by the Union, subject to the Company's ability to maintain normal operating requirements.

**46.2.2** Leave granted pursuant to this clause, shall count as service for all purposes of the Agreement.

**46.2.3** The Company shall not be required to pay any other costs associated with such leave.

**46.2.4** On completion of the course, the Company may require the team member to provide satisfactory proof of attendance at the course.

**46.2.5** Any team member on paid leave in accordance with this clause shall receive wages in accordance with the roster they would have worked for the period of absence. However, the Company will not be required to pay any incentives that the team member would otherwise earn while on such leave.

### **46.3 Union membership dues**

To foster and promote a harmonious industrial relations environment at the Smeaton Grange Distribution Centre, provided it has written consent from each team member, the Company agrees to continue to provide a payroll deduction facility for union membership dues. The Union acknowledges that the Company has the right to review these arrangements following consultation with the Union, including varying or ceasing these arrangements, with three (3) months' notice.

## **47. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

### **47.1 Team member may request change in working arrangements**

**47.1.1** This clause applies where a team member has made a request for a change in working arrangements under section 65 of the Act.

Note 1: Section 65 of the Act provides for certain team members to request a change in their working arrangements because of their circumstances, as set out in section 65(1A) of the Act.

Note 2: The Company may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' as provided in section 65(5) and section 65(5A) of the Act.

Note 3: Clause 47 is an addition to section 65 of the Act.

### **47.2 Responding to the request**

**47.2.1** Before responding to a request made under section 65 of the Act, the Company must discuss the request with the team member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the team member's circumstances having regard to:

- (a) the needs of the team member arising from their circumstances;
- (b) the consequences for the team member if changes in working arrangements are not made;
- (c) any reasonable business grounds for refusing the request.

Note 1: The Company must give the team member a written response to the team member's section 65 request within 21 days, stating whether the Company grants or refuses the request (section 65(4) of the Act).

Note 2: If the Company refuses the request, the written response must include details of the reasons for the refusal (section 65(6) of the Act).

#### **47.3 What the written response must include if the Company refuses the request**

**47.3.1** If the Company refuses the request and has not reached an agreement with the team member under subclause 47.2 of this Agreement, the written response under section 65(4) of the Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

**47.3.2** If the Company and team member could not agree on a change in working arrangements under subclause 47.2 of this Agreement, the written response under section 65(4) of the Act must:

- (a) state whether or not there are any changes in working arrangements that the Company can offer the team member so as to better accommodate the team member's circumstances; and
- (b) if the Company can offer the team member such changes in working arrangements, set out those changes in working arrangements.

#### **47.4 What the written response must include if a different change in working arrangements is agreed**

**47.4.1** If the Company and the team member reached an agreement under subclause 47.2 of this Agreement on a change in working arrangements that differs from that initially requested by the team member, the Company must provide the team member with a written response to their request setting out the agreed change in working arrangements.

#### **47.5 Dispute resolution**

**47.5.1** Disputes about whether the Company has discussed the request with the team member and responded to the request in the way required by clause 47 of this Agreement can be dealt with under clause 9 of this Agreement.

### **48. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

**48.1** This clause applies to all team members, including casual team members.

#### **48.2 Definitions**

**48.2.1** In this clause:

- (a) **“family and domestic violence”** means violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and that causes them harm or to be fearful.
- (b) **“family member”** means:
  - i) a spouse, defacto partner, child, parent, grandparent, grandchild or sibling of the team member; or
  - ii) a child, parent, grandparent, grandchild or sibling of a spouse or defacto partner of the team member; or
  - iii) a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or defacto partner in the definition of family member in subclause (a) of his clause includes a former spouse or defacto partner.

#### **48.3 Entitlement to unpaid leave**

**48.3.1** A team member is entitled to five (5) days' unpaid 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.

Note 1: 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.

Note 2: The Company and the team member may agree that the team member may take more than five (5) days' unpaid leave to deal with family and domestic violence.

#### **48.4 Taking unpaid leave**

**48.4.1** A team member may take unpaid leave to deal with family and domestic violence if the team member:

- (a) is experiencing family and domestic violence;
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the team member to do that thing outside their ordinary hours of work.

Note: The reasons for which a team member may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings or accessing public services.

#### **48.5 Service and continuity**

**48.5.1** The time a team member is on unpaid leave to deal with family and domestic violence does not count as service but does not break the team member's continuity of service.

#### **48.6 Notice and evidence requirements**

##### Notice

**48.6.1** A team member must give the Company notice of the taking of leave by the team member under this clause. The notice:

- (a) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the Company of the period, or expected period, of the leave.

##### Evidence

**48.6.2** A team member who has given the Company notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 48.4 of this Agreement.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

#### **48.7 Confidentiality**

**48.7.1** The Company may take steps to ensure information concerning any notice a team member has given, or evidence a team member has provided under subclause 48.6 of this Agreement is treated confidentially, as far as it is reasonably practicable to do so.

**48.7.2** Nothing in clause 48 of this Agreement prevents the Company from disclosing information provided by a team member if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the team member or another person.

Note: Information concerning a team member's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the team member. The Company will consult with such team member(s) regarding the handling of this information, if practicable to do so.

#### **48.8 Compliance**

**48.8.1** A team member is not entitled to take leave under clause 48 of this Agreement unless the team member complies with clause 48 of this Agreement.

## 49. SIGNATORIES TO THIS AGREEMENT

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

Full Name:

Position:

Signature:

Date:

800 Toorak Road Hawthorn East VIC 3123

Signed by a duly authorised representative on behalf of  
the **United Workers Union**

Full Name:

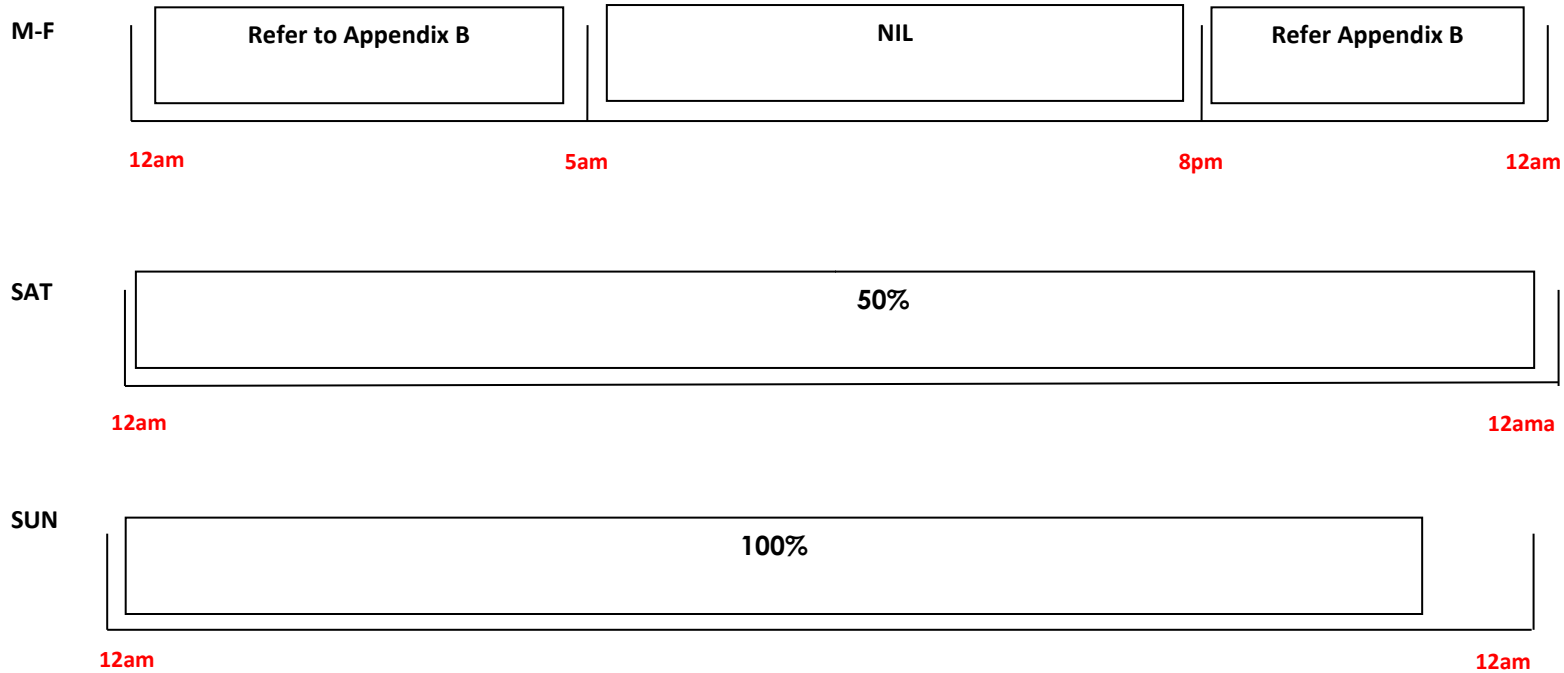
Position:

Signature:

Date:

833 Bourke Street, Docklands, VIC 3008

## APPENDIX A: SPAN OF HOURS PENALTY RATES



## APPENDIX B: SHIFT PENALTY RATES

### PENALTY RATES — Afternoon Shift — Monday to Friday

1. Afternoon Shift is a shift finishing between 8pm and at or before 2am
2. A shift team member working on an afternoon shift will be paid for such shift 17.5 per cent more than his/her ordinary base rate.

### PENALTY RATES — Night Shift — Monday to Friday

1. A penalty of 25 per cent shall be paid for shifts starting on or after 8pm and finishing at or before 5am.
2. Team members who finish work after 5am will receive a 25 per cent penalty for the actual hours of the shift that are worked between 9pm and 5am.
3. Team members who work night shift on a Friday night will receive a penalty of 50 per cent for the actual hours of the shift that are worked on the Saturday.

## APPENDIX C: MATTERS REFERRED TO THE FWC FOR CONCILIATION AND/OR ARBITRATION

### 49.1 Conciliation process

**49.1.1** Where a dispute referred is 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.

**49.1.2** The action that may be taken by the FWC under this clause includes, without limitation:

- (a) arranging conferences 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 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 do all such things as are necessary or expedient for the speedy and just conciliation of the matter in dispute.

### 49.2 Completion of conciliation process

**49.2.1** 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.

### 49.3 Proceeding to Arbitration

**49.3.1** 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 proceed to deal with the dispute, or the matters remaining in dispute, by arbitration.

**49.3.2** 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.

## 49.4 Arbitration

**49.4.1** 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.

**49.4.2** If, in accordance with sub clause 49.4.1, 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.

## 49.5 Arbitration Powers of the FWC

**49.5.1** 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 the 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 do all such things as are necessary or expedient for the speedy and just hearing and determination of the matter in dispute.

**49.5.2** Any decision of the 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.

## 49.6 Appeals to the Full Bench of the FWC

**49.6.1** Where the dispute (or any matter that remained in dispute) has been arbitrated and a decision given under sub clause 49.5, 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 sub clause 49.5 and shall have the power to confirm, quash, dismiss or vary the decision of the FWC.

**49.6.2** The Full Bench of the FWC may grant leave to appeal under sub clause 49.6.1 if, in its opinion, the matter is of such importance that leave should be granted.



**49.6.3** An appeal under sub clause 49.6.1 may be instituted by either Party.

**49.6.4** For the purposes of an appeal under sub clause 49.6.1, a Full Bench of the FWC may:

- (a) admit further evidence; and
- (b) direct a member of the Full Bench to provide a report in relation to a specified matter

**49.6.5** The appeal process set out in this clause 49.6.1 is intended to be comprehensive of all rights of appeal.

**49.6.6** The Parties agree to exclude the operation of any legislation (other than the 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.

**49.7 Guidelines to the FWC in the exercise of its powers, functions and discretions**

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

- (a) it has regard to the objects of this Agreement;
- (b) the matters are set down for hearing as soon as possible;
- (c) the rules of natural justice and procedural fairness are applied and that relevant legislation is complied with;
- (d) it has regard for the operating arrangements which apply in the industry, at the Company, the relevant award and the relevant industrial instrument; and
- (e) the hearing of the matter be concluded as soon as reasonably possible.

## **APPENDIX D – OUTPLACEMENT AND FINANCIAL ADVICE SERVICES OVERVIEW.**

Outplacement services will be made available to all Coles team members. Services can be either onsite (during their notice period) or offsite (via phone or at a local office) and sessions will be either 1:1 or in a group. Topics will range from career planning, job search skills, financial advice and or retirement planning. Specifically, the following details relate to services currently available via Coles or the existing Coles provider in relation to items referenced in this Agreement:

### **Certificate of service**

A Certificate of Service will be provided on Coles letterhead and provide details including:

- The name of the Team Member.
- Job Title.
- Period of employment.
- Reason for termination.

### **Financial counselling and advice**

Team Members will be able to participate in onsite financial advice workshops followed by an optional individual session. The service will support all team members by explaining the most common financial questions or concerns for individuals who are either transitioning to a new career or planning for retirement.

Career transitioning workshops cover:

- An explanation of final payment calculations and the tax implications
- Cash flow management.
- Changes to superannuation, insurance and other benefits including time limits that may be applicable.
- Centrelink entitlements.
- Future plans.

### **Retirement planning workshops cover:**

- How much will retirement cost?
- Retirement income streams.
- Retirement strategies: Super/ non-Super.
- Risk Management.
- Centrelink entitlements.
- Estate Planning.

The workshops and individual sessions will be facilitated during the outplacement period by financial advisers who meet the education and training standards set by the Financial Advisers Standards and Ethics Authority (FASEA).

### **Outplacement counselling including written resume.**

Team Members will receive the support from a dedicated outplacement provider that will equip Team Members with the skills, tools and mindset required to manage their career transition.

Assistance includes:

- Onsite briefing sessions.
  - 1:1 career counselling providing;
  - Resume development.
  - Identification of transferable skills.
  - Guidance on how to best approach career transition (job search tools, networking and market research tips)
- Access to career transition online programs.
- Career transition workshops.
- Referral to local job search providers.