

## PART 1

*Part 1 includes the following clauses Title, Agreement Definitions, Table of Contents, Agreement Objectives, The Company's Goal and The Company's Circle for Success.*

### 1. TITLE

- 1.1 This Agreement is the Coles Liquor Group Retail Agreement 2014.

### 2. AGREEMENT DEFINITIONS

- 2.1 In this Agreement:

- a. **"Agreement"** means this Agreement
- b. **"Award"** means any current or previous Awards made in either a Federal or State jurisdiction including any Modern Awards or NAPSAs
- c. **"AWU"** means the Australian Workers' Union Employees of Queensland
- d. **"Company"** means Liquorland (Australia) Pty Ltd, Liquorland (QLD) Pty Ltd and LHG Pty Ltd and any other related corporate entity
- e. **"FWC"** means the Fair Work Commission or any related body
- f. **"Immediate Family Member"** means spouse (including former, defacto and a former defacto spouse), child (including adopted child, stepchild, ex-nuptial child or adult child), parent, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother, sister brother-in-law, sister-in-law of the Team Member.
- g. **"Manager"** means a Team Member's Manager e.g. line manager or another Team Member for who their Manager has delegated their responsibility to in their absence
- h. **"Parties"** means the Company, SDA, AWU and a Team Member/s
- i. **"Pay Range Positions"** means salaried Team Members engaged by the Company and whose classification (including duties) is not covered in this Agreement
- j. **"Positive Vote"** means the when the Agreement is 'made', in accordance with Section 182(1) of the Fair Work Act 2009.
- k. **"Redundancy"** means the loss of employment due to the Company no longer requiring the job the Team Member has been doing to be performed in its entirety by anyone.
- l. **"SDA"** means the Shop, Distributive and Allied Employees' Association
- m. **"Team Member"** means any wages/d Employee currently engaged by the Company
- n. **"Union"** means the SDA and AWU

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#### 4. AGREEMENT OBJECTIVES

##### 4.1 The Parties to this Agreement:

- acknowledge that in order to achieve the Company's Goal, it is essential that harmonious and productive working relationships are developed and maintained between the Parties;
- recognise the application of one Agreement and equal conditions of employment for all the Company's Team Members in all States and Territories, and are committed to developing Team Member awareness of conditions, rights and responsibilities under the Agreement;
- accept that the Company operates in the Liquor retail industry and that the Parties must approach our legal, community and social obligations maturely and diligently;
- advocate the recognition of skill usage as opposed to pay based on age classification, skills acquisition or time served; and
- recognise the importance of the Company Code of Conduct and its important link to supporting a harmonious and effective work environment for the benefit of all Team Members.

##### 4.2 THE COMPANY'S GOAL

To give people of Australia a shop they trust, delivering quality, service and value.

##### 4.3 THE COMPANY'S CIRCLE FOR SUCCESS

The Company and Team Members focus on the following 6 point plan to help us achieve the Company's goal:



## PART 2

*Part 2 includes the following clauses the Employment Categories, Classification Structure, General Team Member Presentation Standards and Cleaning Duties.*

### 5. EMPLOYMENT CATEGORIES

*The Company is committed to providing career opportunities with secure and predictable employment conditions to a permanent workforce. The Company is committed to maximising permanent employment.*

5.1 A Team Member will be engaged in one of the following Employment Categories:

- a. Full Time Employment ("Full Time Team Member");
- b. Part Time Employment ("Part Time Team Member");
- c. Casual Employment ("Casual Team Member"); or
- d. Limited Tenure Employment ("Limited Tenure Team Member")

5.2 Full Time Team Member

- a. A Full Time Team Member is employed by the week to work 152 ordinary hours over a 4 week roster cycle. This means a Full Time Team Member will be required to perform work for an average of 38 ordinary hours per week over a 4 week cycle.
- b. The ordinary hourly rate of pay for a Full Time Team Member can be determined by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38.

5.3 Part Time Team Member

- a. A Part Time Team Member is employed by the week and is engaged to work an agreed base number of hours between a minimum of 36 hours and a maximum of 144 ordinary hours over a 4 week roster cycle. This means that a Part Time Team Member will be required to perform work for an average of a minimum of 9 ordinary hours per week over a 4 week roster cycle.
- b. Except as provided below in clause 5.3 e. a Part Time Team Member will be paid the rates of pay prescribed in clause 25.1 on a pro-rata basis.
- c. The ordinary hourly rate of pay for a Part Time Team Member can be determined by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38.
- d. A Part Time Team Member can be engaged to work up to 152 ordinary hours over the 4 week roster cycle contained in the months of November and December where agreement has been reached between the Company and the Team Member. Any additional hours worked in excess of the guaranteed minimum hours will be paid in accordance with clause 5.3 e.

- e. A guaranteed minimum number of hours for each 4 week cycle period will be established for a Part Time Team Member and any ordinary hours worked in excess of that minimum will be voluntary and be paid for at a Part Time Team Member's ordinary hourly rate plus 20%.
- f. The calculations for Annual Leave, Sick Leave, Compassionate Leave, Special Leave and Public Holidays for a Part Time Team Member will be made on the agreed base minimum hours as per clause 5.3 a. Any of the additional hours that are rostered and paid for at the penalty rate as provided for in clause 5.3 e. are not taken into consideration for the purposes of these calculations.
- g. The ability to decrease the agreed base minimum hours for a Part Time Team Member will occur as follows:
  - i. A Part Time Team Member's agreed base minimum hours may be reduced due to the operational needs of the Company, by up to a maximum quantum of 20% per anniversary year based upon the average ordinary hours in the 12 weeks preceding the reduction, provided that:
    - a. The Company provides 4 weeks' notice to a Team Member that their agreed base minimum hours will be reduced; and
    - b. The hours are not reduced below the minimums elsewhere stated in this Agreement.
  - ii. A Part Time Team Member, whose hours have been reduced, will be provided with the opportunity to increase their hours as the Company's needs allow and shall have preference to increase hours ahead of other current or new Team Members. Where a Team Member feels they have not been given hours in accordance with this clause they may discuss this with their Manager.

5.4 Casual Team Member

- a. A Casual Team Member will be engaged on an hourly basis when available and required by the Company.
- b. Except as provided in clause 10.3 c. (Sunday), and clause 22.8 (Overtime), for each ordinary time hour worked a Casual Team Member can determine their hourly rate of pay by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38 and adding 20% which represents a Casual Loading.
- c. A Casual Team Member can be required to:
  - i. Perform work up to 38 ordinary hours per week when working 5 days; or
  - ii. Perform work up to 48 ordinary hours per week when working 6 days.

- d. A Casual Team Member is not entitled to the following entitlements;
  - i. Public Holidays except where worked under clause 34;
  - ii. Paid Sick Leave clause 29;
  - iii. Paid Annual Leave clause 28;
  - iv. Paid Compassionate Leave clause 31;
  - v. Paid Carer's Leave clause 30;
  - vi. Paid Pre natal Leave clause 37;
  - vii. Special Leave clause 33;
  - viii. Blood Donor Leave clause 38;
  - ix. Bone Marrow Donor Leave clause 39;
  - x. Paid Defence Force Service Leave clause 40;
  - xi. Paid Emergency Services Leave clause 41;
  - xii. Paid Leave of Absence clause 43; or
  - xiii. Paid Jury Service clause 36.
- e. The Parties recognise that a Casual Team Member will be given appropriate consideration for taking necessary time off to attend studies, exams, etc. This will not prejudice their ability to maintain their Casual employment status.

#### 5.5 Limited Tenure Team Member

- a. A Limited Tenure Team Member may be engaged on a Limited Tenure basis as either a Full Time or Part Time Team Member provided that such periods of Limited Tenure will:
  - i. be greater than 1 month provided that the minimum engagement period may be 2 weeks where the Limited Tenure Team Member is acting as a replacement Team Member for a Team Member on a period of Annual Leave; and
  - ii. not be greater than 12 months' duration; unless the Limited Tenure Team Member is to replace a Team Member who has taken Parental Leave in accordance with clause 37; and
  - iii. not run consecutively except as in circumstances as described in clause 5.5 a ii. where Parental Leave may be extended in duration.
- b. Prior to commencing on a Limited Tenure basis a Team Member will be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and end dates of their Limited Tenure employment.

- 5.6 Employment on a Limited Tenure basis will be voluntary. A Team Member who accepts a change to employment on a Limited Tenure basis will not be disadvantaged in respect to their current terms and conditions of employment.
- a. Where a Team Member varies their employment contract to a Limited Tenure contract, such a Team Member will, at the conclusion of the Limited Tenure period, revert to a position of employment which is no less advantageous to a Team Member than that which existed immediately prior to the Limited Tenure contract.
  - b. A Limited Tenure employment arrangement may be terminated by either a Team Member or the Company in accordance with the provisions of clause 62 - Notification of Change, clause 47 - Termination of Employment and clause 47.9 - Redundancy.
  - c. The provisions of this clause do not constitute employment of the type specified in section 386 2 (a) of the Fair Work Act in circumstances where Limited Tenure is offered and accepted by persons already in the employ of the Company, provided those Team Members were not previously covered by section 386 2 (a).

## 6. CLASSIFICATION STRUCTURE

- 6.1 The Parties recognise that the success of the Company is largely dependent upon the skill and ability of its Team Members.
- 6.2 The Company is committed to providing:
- career opportunities based on skill usage and merit. The Company shares with its Team Members the responsibility for their job skills enhancement; and
  - all Team Members with the opportunity to attend the Company's endorsed comprehensive training and development programs. Team Members accept as a condition of their employment that they will attend all paid training as rostered and provided by the Company.

Level	Definition	Proportion of Level 2 Rate of Pay
Level 3 Team Member Trainee Sales Assistant	Is a Team Member who is new and has limited previous experience in the retail industry as a Sales Assistant. A Team Member will remain at this grade until the expiration of 3 months or when they are deemed to achieve the competencies of Level 2.	100%
Level 2 Team Member Sales Assistant	Is a Team Member who has achieved the competencies of a Level 3 – Team Member – Trainee Sales Assistant, and is required to perform the following tasks - selling, customer service, manual handling, cash handling, developing product knowledge and tasks incidental to sales assistant work.	100%



Level 1 Team Member Senior Sales Assistant	Is a Team Member who has achieved the competencies of a Level 2 – Team Member – Sales Assistant. A Team Member who is a Specialist or Senior Sales Assistant who can demonstrate advanced product knowledge, demonstrated selling skills application as assessed by the Company, is able to apply detailed knowledge of products in order to resolve customer queries, may be required to train other Team Members by means of demonstration and allocate work tasks to individuals.	110%
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## **7. GENERAL TEAM MEMBER PRESENTATION STANDARDS**

- 7.1 The Parties to this Agreement accept that it is important to create a positive impression to customers. To achieve this goal a Team Member agrees to at all times present to work in a neat, tidy and smart casual manner, which provides an overall professional appearance.
- 7.2 In addition to maintaining a high standard of grooming, a Team Member will be required to be readily identifiable by wearing a company shirt, which has their first name embroidered on it or a company name badge, which has their first name on it.
- 7.3 The Parties to this Agreement all recognise the Company has a preferred store Team Member dress standard which is communicated to Team Members. As preferred dress, a Team Member will be encouraged to wear items supplied at subsidised rates by the Company.
- 7.4 The Company will provide aprons to a Team Member upon request to protect Team Members clothing.

## **8. CLEANING DUTIES**

- 8.1 The Company takes pride in the appearance of its stores to create a positive impression to customers. A Team Member recognises that cleaning duties will form part of their routine duties.
- 8.2 The cleaning duties a Team Member may be requested to perform which whilst not limited to, will include:
- Cleaning of fixtures and fittings
  - Dusting of shelving and stock
  - Sweeping, vacuuming or mopping floors
  - Sweeping of external pavements and drive through areas
  - Cleaning of staff amenities including toilets; provided that where a Team Member objects in writing, a Team Member will not be required to clean toilets
- 8.3 The Company will provide the appropriate equipment, cleaning materials and protective items necessary to perform the above mentioned cleaning duties efficiently and hygienically.

## PART 3

*Part 3 includes the following clauses Rostering Arrangements, Hours of Work, Maximum hours per day, 28 day cycle, per week and number of Sundays in a 28 day cycle, Maximum shifts per day, Consecutive days off and Minimum breaks, Multi Shifts, Team Member Meetings, Breaks and Overtime.*

### 9. ROSTERING ARRANGEMENTS

- 9.1 The Parties recognise the primary driving force to schedule labour, rostering, is the requirement to service customers in line with their needs and that labour hours need to be scheduled in line with the Company's requirements, seasonal influences and a Team Member's lifestyle and family considerations.
- 9.2 When establishing or changing rosters, the Company will consider the reasonable availability of a Team Member, including any family responsibilities and study commitments that they may have and a Team Member's safe transport home.
- 9.3 Subject to clause 9.4, a Team Member will be provided with a regular roster, which will not be subject to frequent variations.
- 9.4 Excluding a Casual Team Member, Team Member rosters will be set fortnightly and can be changed:
- a. If the Company provides an affected Team Member with 7 days' written notice;
  - b. In the case of unforeseen circumstances the Company providing 24 hours' notice; or
  - c. At shorter notice by mutual agreement between the Company and a Team Member.
- 9.5 If a Team Member disagrees with any roster change the Team Member will be provided with a minimum 14 days' written notice in lieu of 7 days' notice provided above in clause 9.4 a.
- 9.6 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 they shall be entitled to such penalty, loading or benefit as if the roster had not been changed.

### Requests for Flexible Working Arrangements

- 9.7 An eligible team member (as defined below) can make a written request for flexible working arrangements. The written request will include details of the change that is being asked for and the reasons for the change. The manager must reply in writing within 21 days and inform the team member whether the request is approved or not. If the request is not being approved, the written response must include details of the reasons for refusal. The team member's request can only be refused on reasonable business grounds.

An 'eligible team member' is a team member who:

- a. is full-time or part time and has completed at least 12 months of continuous service with the Company immediately before making the request; or

- b. is a long term casual, immediately before making the request and has a reasonable expectation of continuing employment with the Company on a regular and systematic basis; and
- c. the team member is:
  - the parent or has the responsibility for the care of a child who is of school age or younger; or
  - a carer (as defined under the relevant Act); or
  - has a disability; or
  - 55 years of age or older; or
  - experiencing violence from a member of the team members family; or
  - providing care or support to an immediate family or household member who is experiencing violence from the member's family and requires care or support.

## **10. HOURS OF WORK**

10.1 The span of ordinary hours is Monday to Sunday 6.00 a.m. to Midnight.

10.2 Monday to Saturday Ordinary Hours - Full Time, Part Time and Casual Team Members

- a. Work performed on Monday to Saturday during the ordinary span of hours, as per Clause 10.1, does not attract an additional loading or penalty unless indicated elsewhere in this Agreement.

10.3 Sunday Ordinary Hours Loading - Full Time, Part Time and Casual Team Members

- a. A Full Time or Part Time Team Member rostered to work ordinary hours on a Sunday will be paid an additional 50% loading.
- b. The rate of pay for a Full Time or Part Time Team Member rostered to work ordinary hours on a Sunday can be determined by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38 and adding 50%.
- c. Work performed by a Casual Team Member during ordinary hours on a Sunday will be paid their ordinary hourly rate of pay plus 60%.
- d. The rate payable for a Casual Team Member for work performed during ordinary hours on a Sunday can be determined by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38 and adding 60%.

## **11. MAXIMUM HOURS PER DAY**

11.1 A Team Member may be rostered to work up to a maximum of 10 hours on any day exclusive of Meal Breaks.

## **12. MAXIMUM DAYS PER 28 DAY ROSTER CYCLE**

12.1 A Full Time or Part Time Team Member can be rostered to work up to 20 days in any 28 day roster cycle.

**13. MAXIMUM DAYS PER WEEK**

- 13.1 The rostered hours of a Full Time or Part Time Team Member can be worked up to 5 days in each week, provided that rostered hours can be worked on 6 days in 1 week if in the following week rostered hours are worked on up to 4 days.

**14. CONSECUTIVE DAYS OFF**

- 14.1 A Full time or Part Time Team Member will be rostered in such a way that provides for at least 2 consecutive days off per fortnight.

**15. MAXIMUM NUMBER OF SUNDAYS IN FOUR WEEKS**

- 15.1 A Team Member can be rostered to work a maximum of 3 Sundays in 4 per roster cycle unless otherwise agreed. Provided that on the Sunday that a Team Member does not work the Team Member will receive a 3 day break that includes a Saturday.

**16. MAXIMUM NUMBER OF SHIFTS PER DAY FOR A FULL TIME TEAM MEMBER**

- 16.1 The maximum number of shifts per day that a Full Time Team Member will be engaged to perform work for will not be more than 1 shift per day.

**17. MINIMUM BREAKS**

- 17.1 A Team Member will be provided with a minimum break of 10 hours between the completion of work on 1 day and the commencement of work on the next day. A lesser break can apply if a Team Member has worked less than 6 hours continuously, excluding meal breaks, provided that mutual agreement has been reached between the Company and the Team Member.

**18. MINIMUM DAILY HOURS**

- 18.1 A Team Member will be engaged for a minimum of 3 hours per day, subject to Clause 19 (Multi Shifts).

**19. MULTI SHIFTS**

- 19.1 A Part Time or Casual Team Member may be engaged on an additional shift each day provided that:
- a. The maximum number of engagements per day will be no more than 2;
  - b. A minimum break of 2 hours will be provided between shifts. By mutual agreement between the Company and a Team Member, the length of this break may be reduced;
  - c. A minimum payment of 3 hours for the first rostered shift and a minimum payment of 2 hours will be payable for the additional shift for a Part Time Team Member. By agreement the first rostered shift of 3 hours may be reduced to 2 hours provided that the total hours worked for that day is not less than 4 hours; and
  - d. A minimum payment of 2 hours for the first rostered shift and a minimum payment of 2 hours for the additional shift will be payable for a Casual Team Member.

- 19.2 A Multi shift arrangement will be on a voluntary basis. A Team Member may revoke the agreement to work multi shifts, provided 1 weeks' notice is given to the Company.

## **20. TEAM MEMBER MEETINGS**

*A scheduled Team Member meeting creates an environment whereby the Company can keep Team Members updated and informed.*

- 20.1 On not more than 6 occasions per calendar year a Team Member may be required by the Company to attend a Team Member meeting.
- 20.2 A Team Member will receive a minimum of 1 hours' payment paid at the applicable rate when attending a Team Member meeting following a request being provided from the Company.

## **21. BREAKS**

### **Unpaid Meal Break**

#### **21.1 First Unpaid Meal Break**

- a. A Team Member will be able to take an unpaid meal break of between 45 and 60 minutes work after working 5 ordinary hours continuously.
- b. Notwithstanding 21.1 a. above, upon written request a Team Member may work 6 hours without a meal break. A Team Member will have the right to revoke this request with at least 1 weeks' notice being provided to the Company.
- c. Notwithstanding 21.1 a. above a Team Member's meal break may be reduced to 30 minutes provided that such request will be agreed between a Team Member and the Company.

#### **21.2 Second Unpaid Meal Break**

- a. A Team Member will be entitled to a second unpaid meal break of between 30 to 60 minutes after working for more than 9 ordinary hours continuously.

#### **21.3 Delay of Unpaid 1st or 2nd Meal Break**

- a. Where an unpaid meal break cannot be granted in accordance with this clause due to situations such as the unscheduled arrival of stock, late arrival of replacement staff, etc., the break will be counted as time worked and paid at an additional 50% penalty until released for a meal break.

#### **21.4 Paid Tea Break**

- a. A Team Member who works for 4 ordinary hours or more will be entitled to a paid tea break of 15 minutes (inclusive of travel time to designated area).
- b. A Team Member who works 7 ordinary hours or more will be entitled to a second paid tea break of 15 minutes (inclusive of travel time to designated area).

- c. The taking of a paid tea break will be at a mutually agreed time between a Team Member and the Company. If the work period includes a meal break and a tea break the tea break is to be granted in that portion of the work period, which is greater.

**21.5 Taking of a Meal or Tea Break**

- a. Unless requested by a Team Member, a Team Member will be provided with a tea break or meal break:
  - i. after 1 hour of a Team Member commencing; or
  - ii. before 1 hour of a Team Members rostered finishing time; or
  - iii. not less than within 1 hour before or after any meal break taken by a Team Member.

**22. OVERTIME**

- 22.1 The Company may require a Team Member to work reasonable overtime payable at the appropriate overtime rates other than on a public holiday.

**Overtime Loadings**

- 22.2 Overtime will be paid as follows:

- a. Monday to Saturday: first 2 hours at time and a half and double time thereafter;
- b. Sunday: double time; or
- c. Public holiday: double time and a half

- 22.3 Each day will stand alone (i.e. overtime will be treated on a daily basis and will be non-cumulative).

**Time Off In Lieu of Overtime**

- 22.4 By agreement with the Company a Team Member may elect to take time off in lieu of overtime provided:

- a. Any such agreement is in writing and is made freely and without coercion;
- b. The time off will be calculated at the overtime equivalent;
- c. Any such agreement shall occur for each occasion that overtime is worked; and
- d. Unless otherwise agreed, time off must be taken on a mutually agreed date within one calendar month of working the overtime.

- 22.5 If the period of overtime is not taken as time off in lieu within 1 calendar month it shall be paid at the applicable rates as per clause 22.2.

**Payment of Overtime for a Full Time Team Member**

- 22.6 A Full Time Team Member will be entitled to the payment of authorised overtime when:

- a. work is performed before or after their rostered shift;
- b. work is performed in excess of 152 ordinary hours in any 4 week cycle;

- c. work is performed in excess of 5 days in any week or 6 days in accordance with clause 13.1;
- d. The Team Member is required to work a non-rostered shift except in the circumstances provided for in clause 9;
- e. The Team Member is required to work in excess of 20 days in any 4 week cycle;
- f. The Team Member is required to work outside the Agreement span of hours in accordance with clause 10.1; or
- g. The Team member is required to perform work in excess of 10 ordinary hours (excluding meal breaks) on any shift as per clause 11.1.

**Payment of Overtime for a Part Time Team Member**

22.7 A Part Time Team Member will be entitled to the payment of authorised overtime when:

- a. Work is performed before or after their rostered shift, except for a Part Time Team Member who has been offered and has accepted additional hours of work in accordance with clause 5.3 e.;
- b. Work is performed in excess of 144 ordinary hours in any 4 week cycle; except in circumstances provided for in clause 5.3 d. (152 ordinary hours in November and December);
- c. Work is performed in excess of 5 days in any week or 6 days in accordance with clause 13.1;
- d. The Team Member is required to work a non-rostered shift (except in the circumstances provided for in clause 9, or for a Part Time Team Member who has been offered and has accepted additional hours of work in accordance with clause 5.3 e.); or
- e. The Team Member is required to perform work in excess of 20 days in any 4 week cycle; or
- f. The Team Member is required to perform work outside the Agreement span of hours as per clause 10.1; or
- g. The Team Member is required to perform work in excess of 10 ordinary hours excluding meal breaks on any shift as per clause 11.1.

**Payment of Overtime for a Casual Team Member**

22.8 A Casual Team Member will be entitled to the payment of authorised overtime when work is performed:

- a. before or after a rostered shift;
- b. outside the Agreement span of hours as per clause 10.1;
- c. in excess of 38 hours or 48 hours by agreement as provided in clause 5.4 c.;
- d. in excess of 5 days, or 6 days by agreement as provided in clause 5.4c;
- e. in excess of 10 hours excluding meal breaks as per clause 11.1.

### **Reasonable Overtime**

- 22.9 Subject to clause 22.10, the Company may require a Team Member to work reasonable overtime at appropriate overtime rates as per clause 22.2.
- 22.10 A Team Member may decline to work overtime in circumstances where the working of such overtime would result in the Team Member working hours which are unreasonable having regard to:
- a. Any risk to a Team Member's health and safety;
  - b. A Team Member's personal circumstances including any family responsibilities;
  - c. The needs of the workplace or Company; or
  - d. The notice (if any) given by the Company of the overtime and by the Team Member of his or her intention to refuse it; and
  - e. Any other relevant matter.

## **PART 4**

*Part 4 includes the following clauses Multi Work Sites, Travel to Alternate Worksite, Rates of Pay, Supported Wage and Allowances.*

### **23. MULTI WORK SITES**

- 23.1 At the commencement of employment, a Team Member may be engaged to work complete shifts at more than one work site without a travel allowance having to be paid. Such work sites will be nominated at the time of commencement of employment. A Team Member at their request may review and amend their nomination 4 times per year.
- 23.2 With 24 hours' notice, a Team Member may be rostered to work temporarily at un-nominated or nominated work sites for a complete shift. A travel allowance is payable if travel to the alternate site creates additional costs to the Team Member. Such payment will be made as set out in Appendix 2 Allowance Amounts.
- 23.3 Any additional travelling time will count as part of paid time.
- 23.4 A Team Member required to work at an alternate work site in an emergency situation, will have such travelling time counted as paid ordinary time and travelling allowances as per Appendix 2 Allowance Amounts.

### **24. TRAVEL TO ALTERNATE WORKSITE**

- 24.1 If a Team Member is required to work at an alternate work site and the travel to the alternate worksite creates additional costs to the Team Member which are in excess of their normal travel costs a travel allowance will be paid. The travel allowance payment will be made in accordance with Appendix 2 Allowance Amounts.
- 24.2 Any additional travelling time to a Team Member that is in excess of their normal travel time will count as part of paid time.



- 24.3 A Team Member required to work at an alternate work site in an emergency situation, will have such travelling time paid as ordinary time and the travelling allowances as per Appendix 2 Allowance Amounts.

## **25. RATES OF PAY**

- 25.1 The rates of pay are located in Appendix 1 Rates of Pay and will come into effect from the beginning of the first full pay period to commence on or after the dates specified.

## **26. SUPPORTED WAGE RATES OF PAY**

- 26.1 A Team Member covered by this clause who is unable to perform the range of duties to the competence level required within the class of work for which the Team Member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 26.2 A Team Member engaged under this clause will be subject to the following minimum arrangements:
- The productive capacity of the Team Member will be assessed in accordance with the Supported Wage System.
  - The assessment must be lodged with the appropriate government authority before being applied by the Company.
  - A Team Member covered by this clause must be paid the following applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work being performed.
  - The minimum amount payable is \$78 per week.

Assessed Capacity	Agreement rate percentage
10%	10%***
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*\*\* (to receive a high degree of assistance and support)

- 26.3 The Company will take reasonable steps to make changes in the workplace to enhance the Team Member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 26.4 Any trial period (including induction) must not exceed 12 weeks.
- 26.5 The terms of this clause do not apply to an existing Team Member who has a current workers' compensation claim.

## **27. ALLOWANCES**

*This clause describes the criteria of when allowances are payable*

### **First Aid Allowance**

- 27.1 If a Team Member is qualified and appointed by the Company to perform first aid duties they will be paid a First Aid allowance per day up to a weekly maximum amount. The amount of the First Aid allowance can be located in Appendix 2 Allowance Amounts.

### **Travel Allowance and Transport of Team Members**

- 27.2 If a Team Member is required to work at another work site in an emergency situation, or is given less than 24 hours' notice of a roster change from the Company the Team Member will receive either:
- a. The cost of additional fares if public transport is used; or
  - b. Any additional cost for the use of a Team Member vehicle, in this instance a Team Member will receive a Travel allowance. The amount of the Travel allowance amount can be located in Appendix 2 Allowance Amounts.
- 27.3 If a Team Member agrees to use their private vehicle on company business, the Team Member will receive a Travel allowance. The amount of the Travel allowance amount can be located in Appendix 2 Allowance Amounts.
- 27.4 When excess travelling arrangements are necessary, a Team Member will also be entitled to payment of additional travelling time at their ordinary time earnings hourly rate of pay, except on Sundays and Public Holidays when the Team Member will be entitled to a payment of time and a half. The ordinary hourly rate of pay for a Team Member can be determined by dividing the appropriate weekly rate of pay contained in Appendix 2 of this Agreement by 38.
- 27.5 Where a Team Member works additional hours beyond their rostered shift without having been provided with either 24 hours' notice or notice before the completion of their previous shift, and they are unable to obtain their regular form of transport home, the Company will arrange and pay for an alternative safe form of transport for the Team Member to arrive home safely.

### **Location Allowance**

- 27.6 A Team Member will receive a Location allowance for work performed in Darwin, Alice Springs and those areas specified in Appendix 2 Allowance Amounts for WA. The location allowance will be paid in addition to the rates prescribed in clause Appendix 2.
- 27.7 The Location allowance amounts can be located in Appendix 2 Allowance Amounts.

### **First Overtime Meal Allowance**

- 27.8 A Team Member will be paid a meal allowance if they are required to:
- a. to work more than 1 hour of overtime after their rostered time of ending work; and

- b. where less than 24 hours' notice of such overtime has been given

27.9 The meal allowance amount can be located in Appendix 2 Allowance Amounts.

**Second Overtime Meal Allowance**

27.10 A Team Member will be paid a meal allowance if rostered to work:

- a. An additional day as overtime; and
- b. It continues for more than 5 hours; and
- c. They have not received 24 hours' notice; or
- d. They have been notified prior to completion of their previous shift of the requirement to work such overtime.

27.11 The meal allowance amount can be located in Appendix 2 Allowance Amounts.

**"In-charge" Allowance**

27.12 A Level 2 Team Member - Sales will receive an "In-charge" allowance when they are required to:

- 1. Open or close the store; and
- 2. Is required by the Company to be "in-charge" of the store for 3 hours or more continuously.

27.13 A Level 2 Team Member – Sales will not be entitled to an "In-charge" allowance where the Manager, Level 1 Team Member or another nominated in charge person is rostered and is performing in-charge duties in the store.

## **PART 5**

*Part 5 includes the following clauses Annual Leave, Personal (Sick) Leave, Carer's Leave, Compassionate Leave, Public Holidays, Jury Service, Long Service Leave, Pre Natal Leave, Pre Adoption Leave, Parental Leave, Blood Donor Leave, Bone Marrow Leave, Defence Forces Services Leave, Special Leave, Emergency Services Leave, Natural Disaster Leave, Leave of Absence and Continuous Service for the purposes of Leave accruals.*

### **28. ANNUAL LEAVE**

**Annual Leave Entitlement**

28.1 A Team Member will receive the following Annual Leave entitlement:

- a. A Full Time Team Member will accrue Annual Leave per week to provide for 152 hours (4 weeks) Annual Leave for each completed year of continuous service.
- b. A Part Time Team Member will accrue Annual Leave per week on a pro rata basis based on 152 hours (4 weeks) Annual Leave for each completed year of continuous service.

- c. As per clause 5.4 d. a Casual Team Member is not entitled to Annual Leave.
- 28.2 Where the number of hours worked by a Team Member vary throughout the course of a year, entitlements to Annual Leave will be calculated upon the average number of rostered hours worked during the year of accrual excluding additional hours worked pursuant to clause 5.3 e.
- 28.3 A Team Member is entitled to access their Annual leave entitlement as it accrues.

**Annual Leave Loading Payment**

- 28.4 A Team Member in respect of a period of Annual Leave taken will be provided an Annual Leave loading of 17.5%.
- 28.5 An Annual Leave loading payment will not be payable for any Annual Leave taken in advance that has not yet been accrued. Annual Leave loading is not forfeited but shall be paid once the Annual Leave accrual falls due.
- 28.6 Before going on a period of Annual Leave a Team Member will be paid the amount of wages for the period of Annual Leave due if they request the Company to do so.
- 28.7 Payment will not be made in lieu of Annual Leave except as provided in clause 28.14 to 28.17.

**Direction to take a period of Annual Leave**

- 28.8 To ensure that a Team Member takes an adequate period of rest and relaxation the Company may direct a Team Member to take a period of Annual Leave subject to clause 28.9.
- 28.9 Where a Full Time or Part Time Team Member has an Annual Leave accrual in excess of 304 hours (pro rata for a Part Time Team Member), the Company may direct the Team Member to take an amount of Annual Leave up to or equal to 25% of their total accrued Annual Leave entitlement.

**Taking Annual Leave at Half Pay (50%)**

- 28.10 A Team Member will have the option of taking a proportion of their Annual Leave accrual at half pay (50%). Therefore a Team Member could effectively extend their Annual Leave accrual (not payment of) by double.
- 28.11 In lieu of the 152 hours (4 weeks) Annual Leave accrual available to Full Time Team Member, (pro rata amount for a Part Time Team Member), a Team Member may elect to take up to a maximum of 8 weeks (304 hours) Annual Leave per year at half pay (50%) pay or any combination of full weeks thereof.
- 28.12 The taking of additional Annual Leave weeks over and above 152 hours (4 weeks) must be requested at least 6 months in advance. Lesser notice will be considered taking into account the Company's business needs.

- 28.13 The exercising of this option will not affect the date of commencement for the purpose of Leave entitlements. A separate request shall be made in writing each time.

**Cash out Payment In Lieu of Annual Leave**

- 28.14 A Team Member will have the option of cashing out a proportion of their accrued Annual Leave entitlement.
- 28.15 Where a Full Time Team Member has an accrued Annual Leave entitlement in excess of 152 hours (4 weeks) (or a pro rata amount for a Part Time Team Member), the Company may, at the request of the Team Member, pay to the Team Member an amount equal to the Team Member's ordinary rate of pay inclusive of Annual Leave loading, up to a maximum of 2 weeks per annum for a Full Time Team Member (or a pro rata amount for a Part Time Team Member), for his or her accrued Annual Leave entitlement in excess of 152 hours (4 weeks) and reduce the Team Member's accrued Annual Leave entitlement accordingly.
- 28.16 The cashing out of an accrued Annual Leave entitlement will be made so that a Team Member will have an accrued Annual Leave entitlement minimum of 152 hours (4 weeks) (or pro-rata amount for a Part Time Team Member) remaining and will not affect a Team Member's right to reasonable rest and recreation.
- 28.17 Payment in lieu of taking an accrued Annual Leave entitlement in accordance with this sub clause will only be made if a Team Member makes a written request to the Company and the Company authorises the request. A separate request must be made by the Team Member on each occasion.

**Taking of Annual Leave**

- 28.18 The taking of Annual Leave will be by mutual agreement between a Team Member and the Company.
- 28.19 Annual leave may be taken by any agreed arrangement with the Company's preference that 1 period of Annual Leave is no less than one 2 week period. In the absence of a mutual agreement, Annual Leave will be taken in one period of 152 hours (4 weeks).
- 28.20 A period of 4 weeks' notice will apply for the taking of any accrued Annual Leave entitlement.
- 28.21 Under no circumstances will a Team Member forfeit their Annual Leave entitlement except as provided in clause 28.14 to 28.17 of this Agreement.
- 28.22 Subject to clause 28.23 if the Team Member and the Company agree, Annual Leave may be taken wholly or partly in advance before the Team Member has become entitled to the Annual Leave.
- 28.23 Where a Team Member has been granted Annual Leave in advance of any entitlement and subsequently terminates their employment prior to accruing the appropriate Annual Leave, the Company may deduct monies equivalent to such Annual Leave from any payment made to the Team Member on termination.

**Public Holidays during Annual Leave**

- 28.24 A Team Member cannot take a period of Annual Leave on any public holiday, for which the Team Member is entitled to payment under this Agreement, which occurs during any period of Annual Leave taken by a Team Member under this clause.

**Payment of Annual Leave on Termination of Employment**

- 28.25 Any accrued or pro-rata Annual Leave entitlement will be paid upon termination of employment. The 17.5% loading referred to in clause 28.4 to 28.7 will apply to Annual Leave that has been fully accrued on termination but will not apply to proportionate Annual Leave payable upon termination.
- 28.26 Where the employment of a Team Member is terminated the Team Member will be paid out any accrued Annual Leave for that period of employment that has not been taken.

**29. SICK LEAVE**

**Entitlement to Sick Leave**

- 29.1 The following will apply for Sick Leave entitlements:
- a. A Full Time Team Member will accrue Sick Leave per month in arrears at the rate of 6.33 hours to provide for 76 hours (10 days) Sick Leave in the first year of continuous service. At the commencement of the second and subsequent years of service, a Full Time Team Member will be entitled to 76 hours (10 days) Sick Leave.
  - b. A Part Time Team Member will be entitled to Sick Leave as per a Full Time Team Member on a pro-rata basis.
  - c. A Casual Team Member is not entitled to Sick Leave as it does not apply to a Casual Team Member.
- 29.2 Where the number of hours worked by a Part Time Team Member vary throughout the course of a year, the entitlement to Sick Leave will be calculated upon the average number of rostered hours worked during the year of accrual excluding additional hours worked pursuant to clause 5.3 e.
- 29.3 If 76 hours (10 days) Sick Leave, or on a pro-rata basis for Part Time a Team Member, as prescribed is not taken in any year, such amount that is not taken shall be cumulative from year to year.

**Proof of absence required when Sick Leave per year is less than 2 Days**

- 29.4 A Team Member may take up to 2 days (15.2 hours) Sick Leave in any one year without providing the Company a medical certificate or statutory declaration except where a Team Member is absent on the day before or the day after a public holiday. To be avoid confusion, a Team Member is required to provide proof of absence when they are absent on the day before or the day after a public holiday.

**Proof of absence required when Sick Leave per year is more than 2 Days**

- 29.5 Upon request from the Company to a Team Member any applications for Sick Leave that exceeds more than 2 days (15.2 hours) per year may need to be supported by a medical certificate or statutory declaration.

**Proof of absence required when Leave is requested before or after a Public Holiday**

- 29.6 For an absence on the day before or the day after a public holiday, a medical certificate or statutory declaration is required in every instance if a Team Member makes a request for Sick Leave.

**When proof of absence is not provided**

- 29.7 Payment for the day may be forfeited by the Team member if satisfactory evidence is not provided, when requested by the Company, including:
- a. Before or after a public holiday; or
  - b. During a period of absence where 2 days (15.2), as per clause 29.5 has already been taken.

**Notice Required**

- 29.8 Any requests for Personal Leave (which may be a time after the leave has started) will be dependent on the Team Member providing notification to their Manager as soon as reasonably practicable, indicating the nature of illness or injury and the expected length of the leave required.
- 29.9 The ordinary hourly rate of pay for a Team Member can be determined by dividing the appropriate weekly rate of pay contained in of this Agreement by 38.

**Personal Leave Payment**

- 29.10 Payment whilst on Personal Leave for a Team Member will be at their ordinary time hourly rate of pay, exclusive of any applicable penalties, for the hours normally rostered to work.
- 29.11 The ordinary hourly rate of pay for a Team Member can be determined by dividing the appropriate weekly rate of pay contained in Appendix 2 of this Agreement by 38.
- 29.12 A Team Member will not be entitled to paid Sick Leave for any period in respect of which they are entitled to worker's compensation.

**30. CARER'S LEAVE**

**Accessing Paid Carer's Leave**

- 30.1 A Full Time or Part Time Team Member may use their Sick Leave entitlement as per clause 29 to provide care or support for 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:
- a. a personal illness, or personal injury, affecting the member; or

- b. an unexpected emergency affecting the member.

### **Accessing Unpaid Carer's Leave**

- 30.2 A Full Time, Part Time or Casual Team Member is entitled to up to 2 days' unpaid Carer's Leave to provide care or support for 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:
  - a. a personal illness, or personal injury, affecting the member; or
  - b. an unexpected emergency affecting the member.
- 30.3 A Team Member is only entitled to unpaid Carer's Leave if they have exhausted their entitlement to paid Sick Leave as per clause 29.
- 30.4 Entitlement to unpaid Carer's Leave is on the basis that the Team Member seeking Carer's Leave is the most suitable person, in the circumstances, to provide such care or support.

### **Notification and Documentation Requirements**

- 30.5 A Team Member will provide to the Company with notice as soon as is reasonably practicable of their intention to take paid or unpaid Carer's Leave, a satisfactory explanation of the reason for the Carer's Leave and the estimated duration of Carer's Leave.
- 30.6 Evidence that would satisfy a reasonable person may be requested from the Company to grant Carer's Leave.

## **31. COMPASSIONATE LEAVE**

- 31.1 The following will apply for Compassionate entitlements:
  - a. A Full Time or Part Time Team Member is eligible to take paid Compassionate Leave.
  - b. A Casual Team Member is eligible to take unpaid Compassionate Leave.

### **Taking of Compassionate Leave**

- 31.2 Compassionate Leave taken may be taken as a single continuous period of Compassionate Leave or as separate days of Compassionate Leave.

### **Payment whilst on Compassionate Leave**

- 31.3 The period of Compassionate Leave for a Full Time or Part Time Team Member will be paid at the Team Member's ordinary time hourly rate of pay for the hours normally rostered to work.
- 31.4 The ordinary hourly rate of pay for a Team Member can be determined by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38.

### **Proof of Absence**

- 31.5 The Company may request a Team Member who has given the Company notice of the taking of Compassionate Leave to produce proof of serious injury, serious illness or death provided that such evidence would satisfy a reasonable person.



**Entitlement due to a Death**

- 31.6 A Team Member is eligible to take the following periods of Compassionate Leave due to a death per occasion for the periods and persons nominated in Table 1

**Table 1: Compassionate Leave Entitlement due to a Death**

<b>Upon the Death of</b>	<b>Entitlement to Compassionate Leave</b>
a spouse (including a de-facto spouse), a father, mother, stepfather, stepmother or legal guardian or child (including step or foster children)	To a maximum of 5 days
a parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle	To a maximum of 3 days
a spouse from whom the Team Member is separated	To a maximum of 3 days
a former spouse, former de-facto spouse or a member of the Team Member's household	To a maximum of 2 days
Another close relative	1 day to attend the funeral

**Interstate or Overseas arrangements for the taking of Compassionate Leave**

- 31.7 By agreement with the Company a Team Member is entitled to 2 days unpaid Compassionate Leave in addition to the Compassionate Leave provided for in clause 31.6 in the case of:
- a death of a relative listed in clause 31.6 where the Team Member needs to travel overseas or where the funeral is interstate and takes more than 2 hours by car to travel to; or
  - where the Team Member has prime/joint responsibility to arrange the funeral and/or estate matters for those relatives listed in clause 31.6.

**Entitlement due to Serious Illness or Injury**

- 31.8 A Team Member is eligible to take the following periods of Compassionate Leave due to the reasons provided below in Table 2 per occasion.

**Table 2: Compassionate Leave for personal Illness or Injury**

<b>Where a member of the Team Members' immediate family or household:</b>	<b>The period of entitlement per occasion is:</b>
Contracts or sustains a personal illness or injury that poses a serious threat to their life	FT and PT – 2 days paid Casual – 2 days unpaid

**32. PRE NATAL LEAVE OR LEAVE FOR PRE ADOPTION APPOINTMENTS**

- 32.1 A Full Time or Part Time Team Member who is pregnant may use their Personal Leave entitlement to attend medical appointments and pre natal education associated with the pregnancy.
- 32.2 A Full Time or Part Time Team Member whose partner is pregnant may use their Personal Leave entitlement to attend medical appointments and pre natal education associated with the pregnancy.
- 32.3 A Full Time or Part Time Team Member who is seeking to adopt a child may use their Personal Leave entitlement to attend appointments associated with adoption.

**Proof of Attendance**

- 32.4 Proof of attendance may be required in accordance with clause 29.

**Notice Required**

- 32.5 Where possible a Team Member should arrange appointments in order to minimise their absence, taking into consideration the store roster and trading circumstances.
- 32.6 A Team Member is to provide reasonable notice to the Company of their requirement to take pre natal leave or leave for pre adoption appointments.
- 32.7 Personal Leave will be deducted from a Team Member's accrued entitlement based on rostered hours not worked to attend each appointment.

**33. SPECIAL LEAVE**

- 33.1 The following will apply for Compassionate entitlements:
- A Full Time or Part Time Team Member will be entitled to use a maximum of 22.8 hours Personal Leave in each year of service as Special Leave, where they cannot organise to attend to family or personal responsibilities during periods of other authorised Leave or days off. A Part time Team Member is entitled to use Personal leave as Special Leave on a pro-rata basis.
  - A Casual Team Member is not eligible for Special Leave.

- 33.2 The entitlement to Special Leave is subject to:
- a. A Team Member's accrued Personal Leave entitlement is not reduced to less than 38 hours;
  - b. For events that can be planned ahead a Team Member will, where possible, request roster changes or utilise available Annual Leave or accrued days; and
  - c. Apart from emergencies, Special Leave will only be available upon at least 48 hours' notice being given by the Team Member to their manager.

## **34. PUBLIC HOLIDAYS**

### **National Public Holidays**

34.1 A team member, other than a casual, shall be entitled, without loss of pay, to Public Holidays as observed in each State or Territory as follows:

- New Years' Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday (Birthday of Sovereign)
- Labour Day (8 Hour Day)
- Christmas Day
- Boxing Day (Proclamation Day)

### **State and Territory Public Holidays**

34.2 The following days shall be taken in addition to the days named above or in lieu of where stated:

- a. Victoria - in addition, Melbourne Cup Day. Provided that where a local day is proclaimed or gazetted in the locality outside the metropolitan area and Melbourne Cup Day is not proclaimed or gazetted in the locality then the local day shall be taken as a Public Holiday in lieu of Melbourne Cup Day.
- b. Western Australia - in addition, Foundation Day.
- c. Northern Territory - in addition, the first Monday in August.
- d. South Australia - in addition, Adelaide Cup. Christmas Eve and New Years Eve (If those Part-days are legislated, proclaimed or gazetted).

- e. New South Wales - in addition, the first Tuesday of November. Such day shall be treated as an additional day off or pay in lieu. However work on this day shall not attract public holiday penalty rates.
- f. Australian Capital Territory - in addition, Canberra Day and Family and Community Day. Where Family and Community Day is not declared or observed as a public holiday, the first Tuesday in November will be observed as a public holiday.
- g. Queensland - Exhibition Day or the appropriate regional show day.

#### **Additional Public Holidays**

- 34.3 A team member, other than a casual, shall be entitled without loss of pay to an additional public holiday within a State or Territory or locality, when such Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government, or of a State or Territory Government, and such proclaimed or gazetted Public Holiday is to be observed generally by persons throughout the State or Territory or a locality.
- 34.4 Where in a State or Territory, public holidays are proclaimed or gazetted in addition to the days specified in clauses 34.1 and 34.2, those days shall constitute additional public holidays for the purpose of this Agreement and work performed on such public holidays shall attract public holiday penalty rates.
- 34.5 Where in a locality, public holidays are proclaimed or gazetted in addition to the days specified in clauses 34.1 and 34.2, those days shall be treated as additional paid time off or pay in lieu, but work performed on these days shall not attract public holiday penalty rates. If proclaimed, this shall include Newcastle and the Northern Territory show days and Port Pirie Picnic Day.
- 34.6 Provided that a team member shall be entitled to not more than one locality day Public Holiday, or two half day locality days as the case may be, in any calendar year.

#### **Substituted Public Holidays**

- 34.7 If a day (or part day) is substituted by the law of a State or Territory then the substituted day (or part day) is the public holiday and the original day is not a public holiday.

#### **Christmas Day Loading Where Substitution Occurs**

- 34.8 Where the Christmas Day Public Holiday is substituted under clause 34.7 to another day, work performed on the 25th December shall attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the team member shall also be entitled to the benefits of the substituted Public Holiday.

**Where a store does not open for trade on a Public Holiday**

- 34.9 Where a store does not open for trade on a Public Holiday, and a team member would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their ordinary time earnings for the hours normally rostered to work including any applicable penalties.

**Where a store opens for trade on a Public Holiday**

- 34.10 Where a store opens for trade on a Public Holiday, team members who would normally be rostered to work on the Public Holiday, may request to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when a team member chooses not to work they shall be entitled to payment for the day based upon their ordinary time earnings for the hours normally rostered to work including any applicable penalties.

**Non-Working Days**

- 34.11 A full-time team member, whose non-working day falls on a Public Holiday, shall receive by mutual Agreement either:
- a. Payment of an additional day's wages; or
  - b. The addition of one day to the team member's annual holidays; or
  - c. Another day off with pay within twenty-eight days after the Public Holiday falls, or during the week prior to the Public Holiday.
- 34.12 For the purpose of clause 34.11 (a), (b), or (c) for full-time team members working 19 days in a 4 week cycle, "day" shall mean 8 hours. Provided that where a full-time team member works 20 days "day" shall mean 7.6 hours.
- 34.13 A part-time team member shall be entitled to the provisions of clause 34.11 (a), (b) or (c), where the team member is rostered so they do not work their ordinary hours on the same days each week (an alternating roster) and the public holiday falls on a day on which the team member works in any week of their roster cycle.
- 34.14 A part-time team member shall be entitled to the provisions of clause 34.11 (a), (b) or (c), where the team member is rostered to work 20 starts over a 4 week cycle, and their non-working day falls on a Public Holiday.
- 34.15 For the purposes of clause 34.13 and 34.14 for part-time team members, "day" shall mean the average number of hours rostered per day for the part-time team member in the 4 week cycle prior to the public holiday.
- 34.16 Where an additional day is proclaimed or gazetted for the public holidays specified in sub clauses 34.1, 34.2 and 34.3, the non-working day provisions above shall not apply to the additional public holiday.

### **Voluntary Work**

- 34.17 A team member cannot be required, but may volunteer to work on any Public Holiday as provided for in this clause.

### **Rates of Pay**

- 34.18 Permanent team members working on a Public Holiday shall be paid at the rate of 250% of the ordinary hourly rate of pay prescribed in Appendix 2 with a minimum payment as for 3 hours' work.
- 34.19 Casual team members working on a public holiday shall be paid at the rate of 250% with a minimum payment as for two hours' work.
- 34.20 Provided that a team member working on a public holiday subject to clauses 34.2 (NSW first Tuesday in November) and 34.3 shall be paid in accordance with clauses 34.2 (NSW first Tuesday in November) and 34.3 of this clause.

### **Half-Day Public Holidays**

- 34.21 The following principles shall apply when an additional day is proclaimed or gazetted as a public holiday and that day is a half-day public holiday:
- a. For a Public Holiday from noon onwards:
    - i. A team member who is normally rostered only before noon then no benefit applies.
    - ii. A team member who is normally rostered only to work from or after 12 noon then the entire shift is a public holiday.
    - iii. A team member who is normally rostered on a day shift then the part of the shift which occurs from 12 noon shall have the benefits of a public holiday apply.
    - iv. When a team member's non-working day occurs on a half public holiday then a benefit for that holiday in accordance with the principles contained within clause 34.8 shall apply.
    - v. If the half-day is a locality day then this provision shall apply in conjunction with the provisions of clause 34.3 above.
    - vi. Provided that similar principles will apply if a half-day holiday occurs in the morning.

### **Restraint on Easter Sunday Trading**

- 34.22 Full time or part time team members rostered to work on Easter Sunday in a store, which is not permitted to open on Easter Sunday, will be given the day off with pay at their ordinary time earnings rate.

### **35. LONG SERVICE LEAVE**

- 35.1 A Full Time, Part Time or Casual Team Member is entitled to Long Service Leave in accordance with the relevant State or Territory legislation.
- 35.2 In addition, a Full Time, Part Time or Casual Team Member will be entitled to access Long Service Leave on the basis of double time at half pay subject to the mutual agreement between a Team Member and the Company.
- 35.3 During the period of Long Service Leave taken as double time at half pay, a Team Member will not accrue any more Leave than they would have had they taken Long Service Leave on normal pay.

### **36. JURY SERVICE**

- 36.1 A Team Member required to attend for jury service during their rostered hours of work will not suffer any loss of income in respect of the ordinary time they would have worked had they not been on jury service.
- 36.2 While on jury service a Team Member will not be required to attend work until the completion of jury service
- 36.3 A Team Member on a roster including weekend work shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed five days per week.
- 36.4 A Team Member, other than a Casual Team Member, will notify the Company as soon as possible of the date/s upon which they are required to attend for jury service. The Team Member will give to the Company proof of attendance, which includes the duration of such attendance and the amount of money received in respect of any jury service.
- 36.5 A Team Member required to attend for jury service during a period of Annual Leave will, upon producing satisfactory evidence of attendance, be re-credited with Annual Leave for the period for which jury service was attended.

### **37. PARENTAL LEAVE**

*Parental Leave provides Team Members with unpaid Leave to provide primary or share in the care of their newborn or newly adopted child.*

37.1 Key elements of Parental Leave are:

- a. **Maternity Leave** is taken by a female Team Member who is pregnant.
- b. **Partner's Leave** is taken by a Team Member whose partner has given birth to a child.
- c. **Adoption Leave** is taken by a Team Member when they have adopted a child.

**Team Members' Parental Leave entitlement**

37.2 A Team Member is eligible for Parental Leave based upon the following.

Team Member	Length of Continuous Service	Parental Leave Entitlement
Full Time or Part Time Team Member	12 months' or more	104 unpaid weeks, including any paid Leave entitlement taken
	Between 6 but less than 12 months'	26 unpaid weeks, including any paid Leave entitlement taken
	Less than 6 months'	12 unpaid weeks, including any paid Leave entitlement taken
Casual Team Member	12 months' or more, worked on a regular and systematic basis	52 unpaid weeks

**Parents sharing the Leave**

37.3 Parents are able to take up to 8 weeks unpaid Parental Leave together immediately after the birth or placement of their child. Concurrent Parental Leave may be taken in separate periods but each period must not be shorter than 2 weeks unless the Company agrees. By agreement with the Company, parents are able to extend this period to 12 months.

**Parental Leave and other Leave**

37.4 A Team Member may choose to take Annual Leave and/or a Long Service Leave entitlement as part of their Parental Leave period. A Full Time or Part Time Team Member may choose to access Annual Leave in place of unpaid Leave.

**Leave Accruals**

37.5 The accrual of the Team Member's Annual Leave and Personal Leave is suspended for their period of unpaid Leave.

**Special Maternity Leave**

37.6 If a Team Member has a pregnancy-related illness or has been pregnant and the pregnancy has ended due to loss of the baby within 28 weeks before the expected date of birth of the child, a Team Member is able to take unpaid special maternity Leave for the period specified by the Team Member's medical practitioner.



### **Transfer to a Safe Job**

- 37.7 If a Team Member is pregnant and, in the opinion of a registered health practitioner, the Team Member is fit for work but it is inadvisable for the Team Member to continue at her present position because of illness or risks arising out of the pregnancy or hazards connected with that position, transfer to a safe job provisions apply as follows.
- 37.8 If an appropriate safe job is available then the Company must transfer the Team Member to that job for the risk period, with no other change to the Team Member's terms and conditions of employment.
- 37.9 If there is no appropriate safe job available then the Team Member may be entitled to paid no safe job leave or unpaid no safe job leave:
- a. this paid Leave is in addition to any other Leave entitlement the Team Member has;
  - b. the Team Member will be paid the amount they would reasonably have been expected to be paid if they had worked during that period;
  - c. the period of paid Leave ends at the earliest of whichever of the following times is applicable;
  - d. the end of the period stated in the medical certificate;
  - e. the end of the day before the child's date of birth;
  - f. the end of the day before the end of the pregnancy (if the Team Member's pregnancy ends other than with the birth of a living child)

### **Working during Parental Leave**

- 37.10 A Team Member may be engaged on a Casual Team Member basis, by agreement between a Team Member and the Company, during periods of Parental Leave except while on a period of paid Parental Leave under a government scheme. Worked performed on a Casual basis will:
- a. be paid at the appropriate Casual Team Member hourly rate;
  - b. not be included for the purposes of accruing any Leave entitlements with the exception of Long Service Leave where it will count as service for the purposes of Long Service Leave accrual. A Team Member's Long Service Leave date will be altered by the number of starts worked as a Casual Team Member whilst on Parental Leave; and
  - c. not extend the period of Parental Leave beyond the approved period of Parental Leave.

## **VARYING THE PERIOD OF PARENTAL LEAVE**

### **Increasing the period of Leave**

- 37.11 A Team Member can increase their period of Parental Leave up to a maximum period of 104 weeks on one occasion after they have commenced Parental Leave.

### **Returning to the position held prior to taking Parental Leave**

- 37.12 A Team Member is entitled to return to the position they held before taking Parental Leave.
- 37.13 The pre-parental Leave position does not include any temporary 'safe' position that the Team Member may have been placed in while pregnant.
- 37.14 If the position the Team Member held before going on Leave no longer exists due to structural changes that have taken place, the Company will work with the returning Team Member to redeploy that Team Member into another position.

### **Returning to Work Options**

- 37.15 A Team Member may request to return to work from Parental Leave on fewer hours than what their contract hours were before they went on Parental Leave either permanently or for a period of time up to when the child is required to attend school, by agreement with the Company.
- 37.16 A Team Member's return to work request for a change will be considered in light of the nature of the position and the operational needs of the business.

### **Changes in Rates of Pay**

- 37.17 Wage increases provided under this Agreement will be adjusted on an eligible Team Members records during their absence on Parental Leave.

### **Responsibilities**

- 37.18 A Team Member's manager is to:
- a. Establish with the Team Member the level and type of contact they wish to have with the Company whilst they are on Parental Leave;
  - b. Keep in touch with their Team Member while the Team Member is on Parental Leave based on the agreement they established together;
  - c. Where a Team Member's position needs to be filled for the period of Parental Leave, appoint a replacement Team Member on a temporary basis;
  - d. Ensure the Team Member on Parental Leave is considered and kept informed of any significant changes that occur within the Company or within their own store or role;

- e. Contact the Team Member approximately 4 weeks before their expected return to work date to consult on and confirm return to work arrangements including starting date and hours of work; and
  - f. Consider the family responsibilities of the Team Member when determining their return to work arrangements following a period of Parental Leave.
- 37.19 If a Team Member wishes to return to work under different terms and conditions (such as reduced hours when compared to those prior to taking Parental Leave), review and genuinely consider and work through the return to work preferences in conjunction with the Team Member and advise whether these can be accommodated within the operational requirements of the business.
- 37.20 A Team Member is to:
- a. Apply for Parental Leave a minimum of 10 weeks before the expected birth date of the child (or upon receiving approval in the case of adoption).
  - b. Agree with their manager the level and type of contact they wish to have with the Company whilst on Parental Leave.
  - c. Keep in touch with their manager based on the agreement they established together.
  - d. Provide their manager with a minimum of 4 weeks' notice of their return to work or where they plan to extend their Parental Leave to 104 weeks a minimum of 6 weeks' notice.

### **38. BLOOD DONOR LEAVE**

- 38.1 Blood Donor Leave does not apply to a Casual Team Member.
- 38.2 A Team Member will be entitled to up to 2 ordinary hours' paid Blood Donor Leave on each occasion for the purposes of donating blood.
- 38.3 A maximum of 4 separate absences per calendar year will be allowed.
- 38.4 Absences will be arranged by mutual agreement between the Team Member and the Company.
- 38.5 Upon request from the Company proof of such attendance will be required to be produced.

### **39. BONE MARROW DONOR LEAVE**

- 39.1 Bone Marrow Donor Leave does not apply to a Casual Team Member.
- 39.2 A Team Member who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, is entitled to paid Bone Marrow Donor Leave up to a maximum of:
- a. 2 hours on not more than 2 occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and

- b. 3 days on any occasion that a bone marrow donation is given.

### **Notice Required**

- 39.3 In relation to blood testing and bone marrow donations, a Team Member will notify the Company as soon as possible of the time and date upon which they are requesting to be absent and as far as possible, the Team Member will make arrangements for a bone marrow donation so as to minimise their absence from work.

### **Proof of Attendance**

- 39.4 Proof of attendance of the Team Member at both the actual blood test or bone marrow donation and the duration of respectively the blood test or the bone marrow donation will be provided to the Company.

## **40. DEFENCE FORCE SERVICE LEAVE**

- 40.1 A Team Member will be allowed Defence Force Service Leave to attend Defence Forces Reserve approved training camps. Casuals are entitled to unpaid Defence Force Service Leave.
- 40.2 During such Defence Force Leave, a Team Member who is required to attend full time defence force training will be paid an amount equal to the difference between the payment received from the Defence Force in respect of their attendance at the full time defence training (e.g. camp) and the amount of ordinary time hourly rate of pay they would have received for working ordinary time during that period.
- 40.3 The ordinary hourly rate of pay for a Team Member can be determined by dividing the appropriate weekly rate of pay contained in Appendix 1 of this Agreement by 38.
- 40.4 To receive payment, a Team Member will provide the Company proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 40.5 A Team Member seeking to take Defence Force Services Leave must provide notice to the Company at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.

## **41. EMERGENCY SERVICES LEAVE**

- 41.1 A Team Member, other than a Casual Team Member, involved in recognised voluntary services including SES and fire-fighting will be entitled to paid time off to attend to emergency situations which may affect the community as a whole.
- 41.2 It will be the responsibility of the Team Member to keep the Company informed about the time off needed to attend to emergency duties.
- 41.3 To receive payment, a Team Member will provide the Company proof of attendance to the emergency situation.
- 41.4 Paid time off for attendance at emergencies in the local area will not be unreasonably restricted nor accessed, and will be limited to a maximum of 3 days per situation.

- 41.5 Paid time off for attendance to emergencies that are not local will be limited to a maximum of 2 days per annum, but may be increased, and depending on the nature of the emergency (e.g. major bush fire) subject to the Company's approval.
- 41.6 A Casual Team Member involved in recognised voluntary services including SES and fire-fighting will be entitled to take a period of unpaid leave to attend to an emergency situation which may affect the community as a whole.
- 41.7 Unpaid time off for attendance at emergencies in the local area will not be unreasonable restricted not accessed, and will be limited to a maximum of 3 days per situation for a Casual Team Member.

## **42. NATURAL DISASTER LEAVE**

- 42.1 Where a "yellow alert" is announced for cyclones, or where flooding and bush fires are imminent, a Team Member will be allowed to leave work to attend to family and/ or to protect personal property. Time away from work is unpaid.
- 42.2 Where a time has been set for moving from a yellow alert to red alert, stores will close 1 hour before the red alert comes into force, unless otherwise directed by the State Emergency Services or other emergency services body.

## **43. LEAVE OF ABSENCE**

- 43.1 Subject to approval, a Team Member, other than a Casual Team Member, with more than one year of continuous service, may take a period of authorised unpaid Leave of absence provided:
- a. The maximum period of absence of any one occasion does not exceed 6 months; and
  - b. All outstanding paid Leave entitlements the Team Member is eligible to apply for, are taken prior to the period of absence commencing; and
  - c. Such absence shall not break continuity of employment for the Team Member concerned.
- 43.2 Where a Team Member takes approved Leave of absence, all entitlements to Annual Leave, Sick Leave and Long Service Leave are frozen from the date of commencement until the Team Member's date of return of such Leave.
- 43.3 Leave of absence will not be granted during the months of December or January or during stock take and peak periods.
- 43.4 For the purposes of this clause, Leave of absence, whilst not exhaustive, may include:
- a. A Team Member who is studying and requires time to attend to exams or participate in annual school holidays;
  - b. A Team Member who wishes to travel overseas or interstate for an extended period; or
  - c. A Team Member who requires time off to care for a sick or injured close relative.
- 43.5 Any or all of these provisions may be waived by mutual agreement between the Company and the Team Member concerned.

**Leave of Absence for Team Member who is Pregnant**

- 43.6 A Full Time or Part Time Team Member who is pregnant and who is ineligible for Parental leave under the provisions of clause 37, may take a period of authorised unpaid Leave as provided for in this clause provided that:
- a. The Team Member does not need to have had 1 years' continuous service; and
  - b. The maximum period of Leave may be up to 6 months.

**44. CONTINUOUS SERVICE FOR THE PURPOSE OF LEAVE ACCRUALS**

- 44.1 Continuous service for the purpose of Leave accruals include all service with the Company from the date of engagement, but will not include in any anniversary year of accrual:
- a. Unauthorised absences of more than 1 week; or
  - b. Authorised unpaid absences of more than 1 week as provided in clause 43; or
  - c. Any authorised unpaid absence of more than 1 week due to sickness.

**PART 6**

*Part 6 includes the following clauses Superannuation, Probationary Period and Termination of Employment.*

**45. SUPERANNUATION**

**Superannuation Definitions**

- 45.1 "Ordinary time earnings" includes the classification rate; over Agreement payment; Casual loadings; penalty rates; shift loadings and work related allowances that form part of the weekly rate of pay (for example supervisory allowances).
- 45.2 "Ordinary time earnings" does not include overtime; payment made to reimburse expenses (for example tea money, uniform allowance); or disability allowances.
- 45.3 Superannuation for a 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:
- 45.4 All superannuation entitlements shall be directed on a monthly basis to the REST superannuation fund provided that:
- a. Superannuation contributions for a Team Member in Queensland engaged as at 1 April 2002 may continue to be directed to a fund other than REST (for example In-trust). Such Team Members may request for contributions to be directed to REST;

- b. Superannuation contributions for a Team Member in Queensland engaged after 1 April 2002 shall be directed to the REST Superannuation fund;
- c. The ability to opt in and out of the fund as provided within the Superannuation Guarantee (Administration) Act 1992 (as amended), and the applicable regulations shall not apply;
- d. For the purposes of superannuation in this clause, ordinary time earnings shall be in accordance with the following definition; and
- e. An existing Team Member who was eligible for superannuation contributions paid under the Coles Myer Occupational Superannuation Agreement [Print K2517] shall continue to receive such contributions.

### **Salary Sacrifice**

*This clause provides for a Team Member to request an alternative system for the payment of wages. It is intended that the flexibility provided by this clause will be of benefit to Team Members without imposing additional costs on the Company.*

- 45.5 A Team Member will be able to participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by the Company. A Team Member is not obliged to participate in this program.

### **Flexible Remuneration**

- 45.6 A Team Member may, by mutual agreement with the Company:
- a. participate in a salary sacrifice program in relation to superannuation or any other benefit agreed to by the Company; and
  - b. request to receive wages payable in accordance with this Agreement, minus the amount diverted into contributions under this program.
- 45.7 A Team Member, whose request is accepted by the Company, will receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement.
- 45.8 Any request under clause 45.4 will be in the form prescribed by the Company.
- 45.9 A Team Member who takes any paid Leave will receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement.
- 45.10 Any other Agreement payment, including termination payments, calculated by reference to the Team Member's wages as provided in this Agreement will be calculated by reference to the total of wages and benefits provided in Appendix 1 unless this clause specifically provides otherwise.

- 45.11 A Team Member participating in benefits available under this clause will 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.
- 45.12 Written confirmation as specified in clause 45.9 above will be provided upon any adjustment to pre-arrangement wage rates under this Agreement or reclassification.
- 45.13 For all other purposes, after taking into account the deductions made pursuant to clause 45.4 above a Team Member will not receive less than the rate specified in clause 25.1, of this Agreement for the relevant classification for the Team Member.

**Changes to Flexible Remuneration**

- 45.14 The Company may amend the provisions of benefits under the program covered by this clause in the event of changes in State or Federal legislation.
- 45.15 In the event that amendment to these remuneration arrangements is to be implemented, the Company will provide a Team Member with notice of not less than 2 months unless the amendments arise from circumstances outside the Company's control, in which case, a shorter notice period may apply.

**Contributions**

- 45.16 A Team Member contribution under this clause is to be made in multiples of 2.5% of the Team Member's ordinary rate of pay.
- 45.17 A Team Member may choose to vary the amount of their contribution at 3 monthly intervals.

**46. PROBATIONARY PERIOD**

- 46.1 A probationary period will apply to a Team Member and will not exceed 3 months.
- 46.2 Where the Company has concerns with the performance of a Team Member, it will undertake a review during the 3 month period.



**47. TERMINATION OF EMPLOYMENT****Full Time and Part Time Team Members**

47.1 Apart from conduct that justifies summary dismissal, a Team Member engaged for a specific time and/or for specific tasks (Limited Tenure), or as a Casual Team Member, the Company must give to a Team Member the following notice of termination:

<b>Period of Continuous Service</b>	<b>Period of Notice - For Team Members who are under 45 years of age</b>	<b>Period of Notice - For Team Members who are over 45 years of age</b>
Less than one year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years or more	4 weeks	5 weeks

47.2 Where the relevant period of notice is not given, the Team Member will be entitled to payment in lieu, provided that employment may be terminated by part period of notice and part payment in lieu.

47.3 Payment in lieu of notice shall be calculated according to a Team Member's weekly ordinary time earnings.

47.4 Subject to the relevant State or Territory long service Leave provisions, if a Team Member fails to give notice, or to work out the full period of notice, the Company shall have the right to withhold monies due to the Team Member under this Agreement to a maximum amount equal to the ordinary time earnings for the period of notice required. At the Team Member's request and at the Company's discretion, part or all of the period of notice may be waived by the Company and the Team Member paid up to the date of termination.

47.5 Where the Company has given notice to a Team Member of intended termination, the Team Member shall be allowed time off without loss of pay for a cumulative period of up to eight hours for the purpose of seeking other employment. Such time off shall be taken at times that are convenient to the Team Member and the Company.

47.6 A Team Member terminating their employment is required to give the following notice:

**Level 2 – Team Member – Sales Assistant and Level 3 – Team Member – Trainee Assistant**

First year of employment                      1 weeks' notice

Thereafter    2 weeks' notice

**Level 1 – Team Member – Senior Sales**

The period of notice shall be the same amount of notice as the Company as per clause 47.1.

**Casual Team Members**

- 47.7 The employment of a Casual Team Member may be terminated without notice from either the Company or the Team Member.

**Summary Dismissal**

- 47.8 Whilst not limited by the following, conduct of the nature stipulated will be considered serious misconduct and may justify summary dismissal. A Team Member instantly dismissed will not be provided with the required termination notice as outlined in this Agreement and will be paid up to the time of dismissal only.

- a. Serious breach of liquor licensing laws; or
- b. Wilful and serious breach of the Company's policies and procedures; or
- c. Serious breach of occupational health and safety legislation; or
- d. Engaging in any form of criminal activity on the Company's premises; or
- e. Taking of or being under the influence of prohibited drugs, substances or alcohol on the Company's premises; or
- f. Unauthorised disclosure of confidential company information to an external party; or
- g. Harassment of any other fellow Team Member or member of the public; or
- h. Providing unauthorised discount/s or giving product away; or
- i. Fraudulent activity of any nature; or
- j. Verbal or physical abuse of any Team Member or member of the public; or
- k. Neglect of duty; or
- l. Intentional damage to the Company's property; or
- m. Defamation of the business or any of its Team Members; or
- n. Misuse of a loyalty program card for personal gain or fraudulent transactions; or
- o. Unauthorised removal of company property; or
- p. Misuse of Team Member discount cards, Team Members' loyalty cards or a third party's cards for personal gain or fraudulent transactions to gain illegal points; or
- q. Removals of cash, stock or company property from any of the company's premises without payment or permission.

**Redundancy**

- 47.9 The terms of this clause do not apply where employment is terminated as a consequence of misconduct, in the case of a Casual Team Member or a Team Member engaged for a specific period of time or for a specified task or tasks.

**Discussions before Termination**

- 47.10 Where the Company has made a definite decision that it no longer wishes the job the Team Member has been doing to be done in its entirety by anyone and this is not due to the ordinary and customary turnover of labour and where that decision may lead to termination of employment, the Company shall have discussions as soon as practicable with the Team Members directly affected and the relevant Union.
- 47.11 The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke this clause and shall cover, amongst other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Team Members concerned.
- 47.12 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the Team Members concerned and to the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Team Members likely to be affected, and the number of Team Members normally employed and the period over which the terminations are likely to be carried out.
- 47.13 The Company will not be required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

**Severance Pay**

- 47.14 In addition to the periods of notice prescribed for the termination in clause 47.1, a Team Member whose employment is terminated by reason of redundancy will be entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay	
	under 45 years of age	45 years of age and over
Less than 1 year	nil	nil
1 year and less than 2 years	4 weeks' pay	5 weeks' pay
2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and less than 5 years	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

- 47.15 Weeks' Pay means the 38 ordinary hours of the hourly rate for a Full Time Team Member and pro rata for a Part Time Team Member.

- 47.16 The Company, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for a Team Member.
- 47.17 The severance pay provisions of this Agreement as outlined above and notice of termination shall not apply where there is a transfer of business and the Company obtains acceptable alternative employment for a Team Member. Where suitable alternative employment is found for a Team Member in a Coles Division business, the Team Members' entitlements to Sick Leave, Annual Leave and Long Service Leave will be transferred to the new business.

**Time Off during Notice Period**

- 47.18 During the period of notice on account of redundancy given by the Company, a Team Member will be allowed up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 47.19 If the Team Member has been allowed paid Leave for more than one day during the notice period for the purposes of seeking other employment, the Team Member will, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**Team Member Leaving during Notice**

- 47.20 A Team Member whose employment is terminated on account of redundancy may terminate their employment during the notice period, and if so, will be entitled to the same benefits and payments under this clause as if the Team Member remained with the Company until expiry of such notice. In such circumstances however the Team Member will not be entitled to payment in lieu of notice.

**Transfer to Lower Paid Duties**

- 47.21 Where a Team Member is transferred to lower paid duties owing to redundancy, the Team Member will be entitled to retain their current rate of pay for the period of notice without being terminated. The Company may make payment in lieu of the notice of the amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

**Team Members with less than one year of service**

- 47.22 This clause will not apply to a Team Member with less than one year's service and the general obligation on the Company should be no more than to give relevant Team Member an indication of impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Team Members of suitable alternative employment.

### **Transfer of Business**

- 47.23 The provisions of this clause are not applicable where the business or part of the business is before or after the date of this Agreement, transmitted from the Company to another employer (in this sub clause called the new Employer), in any of the following circumstances:
- a. Where the Team Member accepts employment with the new Employer which recognises the period of continuous service which the Team Member had with the Company and any prior Company to the Company to be continuous service of the Team Member with the new Employer; or
  - b. Where the Team Member rejects an offer of employment with the new Employer:
    - i. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Team Member under the Agreement at the time of ceasing employment with the Company; and
    - ii. Which recognises the period of continuous service which the Team Member had with the Company and any prior old Employer to the Company to be continuous service of the Team Member with the new Employer.

## **PART 7**

*Part 7 includes the following clauses Coverage of Agreement, Period of Operation, Parties to the Agreement, No Extra Claims, Agreement Copies, Savings Clause, Statement of Employment, Payment of Wages and Overpayments*

### **48. COVERAGE OF AGREEMENT**

48.1 This Agreement will:

- a. provide the terms and conditions of employment for Team Members engaged by the Company, who are engaged under any of the classifications contained within this Agreement; and
- b. in respect of Team Members engaged in retail stores or similar establishment, including those that are physically adjacent to a hotel, which sell packaged liquor, including, but not limited to, sites trading as Liquorland, Liquorland Express, Liquorland Warehouse, Vintage Cellars, 1st Choice; and
- c. will apply to all States and Territories of Australia.

48.2 This Agreement will not:

- a. apply to Team Members generally engaged in a hotel, tavern or similar establishment, which principally serves alcohol to be consumed on the premises; or
- b. cover Team Members employed in pay range (e.g. salaried) positions.

48.3 To avoid uncertainty in relation to clause 48.2 this shall mean the Coles Liquor Group Hotels Agreement 2010 upon approval from Fair Work Australia.

48.4 This is a standalone Agreement. As such this Agreement operates to the exclusion of, and the terms in, any other Agreement or Award, whether State or Federal relevant to the Team Members of the Company.

#### **49. PERIOD OF OPERATION**

49. This Agreement will commence 7 days following approval by the Fair Work Commission and will remain in force until 31 December 2017.

#### **50. PARTIES TO THE AGREEMENT**

50.1 The Parties of the Agreement are:

- a. The Company; and
- b. The SDA in respect of Team Members engaged in retail stores which sell packaged liquor, including, but not limited to, retail stores trading as Liquorland, Liquorland Express, Liquorland Warehouse, Vintage Cellars, 1st Choice, whether they are members of the SDA or not; and
- c. The AWU in respect of Team Members located in the Classifications contained in this Agreement employed in Stores in Queensland within the boundaries commencing at the sea-coast at 24 degrees 30 minutes of south latitude, thence by that parallel of latitude bearing true west to 151 degrees of east longitude, thence by that degree of longitude bearing true south to 25 degrees of south latitude; thence by that parallel of latitude bearing true west to the western border of the State of Queensland; thence by the western border of the state, bearing true north to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude bearing true east to 147 degrees of east longitude; thence by that degree of longitude bearing true north to 22 degrees of south latitude; thence by that parallel of latitude bearing true east to the sea-coast; thence by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area excluding the Local Government Areas of Rockhampton and Gladstone.

#### **51. NO EXTRA CLAIMS**

51.1 It is agreed that there will be no extra claims during the life of the Agreement

#### **52. AGREEMENT COPIES**

52.1 A copy of this Agreement is to be maintained in a place accessible to all Team Members.

#### **53. SAVINGS CLAUSE**

53.1 Any Team Member engaged by the Company who was entitled to saved conditions under a previous Agreement, as a result of employment with the Company and where there is no break in the Team Members employment that would negate the entitlement, will be entitled to continue to receive those saved conditions under this Agreement.

- 53.2 Any Team Member engaged by the Company who was entitled to agreed saved conditions arising from their employment by the Company being as a result of a transfer of business, where there is no break in the Team Members employment that would negate the entitlement, will be entitled to continue to receive those saved conditions under this Agreement.
- 53.3 Any Full Time or Part Time Team Member who was engaged by the Company, prior to 13 July 2011, and who was regularly rostered to perform work as part of a rostered shift that commenced at 7 a.m. on a Sunday is entitled to receive the applicable overtime penalty rate as provided for under this Agreement for time worked between 6 a.m. and 7 a.m.
- 53.4 A Full Time or Part Time Team Member, who was engaged by the Company, prior to 13 July 2011, may not be required to work on a Sunday between 6 a.m. and 7 a.m.
- 53.5 Any Full Time Team Member who was engaged by the Company, prior to 13 July 2011, and who was regularly rostered to perform work as part of a rostered shift for a maximum of 4 hours is entitled to continue this arrangement. To avoid confusion this 4 hour minimum replaces the 3 hour minimum engagement period provided for in this Agreement. Further it only applies to a regularly rostered shift that was in place prior to 13 July 2011 and not for all shifts that may occur during the life of this Agreement.

#### **54. STATEMENT OF EMPLOYMENT**

- 54.1 The Company will, upon request from a Team Member, provide to the Team Member a written statement specifying the period of his/her employment and the classification of, or the type of work performed by, the Team Member.

#### **55. PAYMENT OF WAGES**

- 55.1 The pay cycle will be from Monday to Sunday. Wages will be paid weekly or fortnightly in arrears by EFT and no later than Wednesday in the following week. Wages will be paid based on time worked averaged over the preceding fortnight. Wages will be paid on Thursday where a national Public Holiday falls between Sunday and Wednesday.
- 55.2 Provided that a Team Member will be advised of the pay day changes 2 weeks in advance.

#### **56. OVERPAYMENTS**

- 56.1 In the event that the Company inadvertently makes an overpayment of remuneration to a Team Member and the entitlement to that remuneration is governed by this Agreement, the Company has the right to recover such an overpayment.
- 56.2 The Company must advise the Team Member in writing of the amount of the overpayment and the reason and circumstances for the overpayment.
- 56.3 The Company and the Team Member will agree in writing on:
- a. The amount to be recovered from each periodic pay of the Team Member.
  - b. The number of periodic pays that will be affected by the recovery action.

- c. The usual amount of pay that the Team Member will receive whilst the recovery action occurs.
- 56.4 The Company may withhold the agreed amount from the agreed number of periodic pays of the Team Member.
- 56.5 The Team Member may dispute the overpayment recovery claim. If an agreement is not reached, the matter will be dealt with under the Dispute Settlement Procedure of this Agreement. Any resolution of a dispute about an overpayment recovery claim must have regard to all of the circumstances of the case and may determine that amount, if any, of the overpayment to be recovered and the method and timing of any recovery of an overpayment.
- 56.6 The Company may exercise its discretion and withhold all or part of any monies owing to a Team Member upon termination in the circumstances where any monies are owed to the Company.

## **PART 8**

*Part 8 includes the following clauses Equal Employment Opportunity, Workplace Harassment, Anti-Discrimination, Occupational Health and Safety, First Aid Kit, Accident Pay and Security Arrangements.*

### **57. EQUAL EMPLOYMENT OPPORTUNITY, WORKPLACE HARASSMENT, ANTI-DISCRIMINATION**

- 57.1 It is the intention of the Company to comply with all relevant legislation to provide equal opportunity for every Team Member in all spheres of employment, and an environment in which Team Members may work without distress or interference caused by harassment, including sexual harassment.
- 57.2 It is the intention of the Company to provide all Team Members a copy of each policy and appropriate training in the principles and procedures in relation to equal opportunity and sexual and other forms of harassment.
- 57.3 It is the intention of the Parties to respect and value the diversity of the workforce helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 57.4 The Company also undertakes to periodically review a nationally applicable equal opportunity policy and grievance procedures, and a harassment policy (which includes sexual harassment) and grievance procedures, in conjunction with the Union.
- 57.5 The Company and the Union agree that duly authorised officers of each organisation, or their representatives, shall meet on a 6 monthly basis or more frequently, if agreed during the life of the Agreement to discuss, monitor and review equal opportunity and harassment matters or concerns, in relation to Team Members covered by this Agreement.
- 57.6 Accordingly, in fulfilling their obligations under the Resolution of Issues Procedure in this Agreement, the Parties to this Agreement shall make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly or indirectly discriminatory in their effects.



57.7 Nothing in this clause is to be taken to affect:

- a. any different treatment (or treatment having different effects) which is not unlawful under Commonwealth or State anti-discrimination legislation;
- b. the payment of different wages for Team Members who have not reached a particular age, unless proscribed by legislation; and
- c. a Team Member, the Company or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction including by application to the Australian Human Rights Commission.

## **58. OCCUPATIONAL HEALTH AND SAFETY**

*The Parties are committed to achieving and maintaining healthy and safe working conditions in all of the Company's workplaces. This goal can best be achieved by developing a comprehensive approach to managing health and safety with joint involvement of management, Team Members, their elected Occupational Health and Safety Representatives and the Union.*

58.1 The Company is committed to provide a healthy and safe work environment. Team Members share in this responsibility.

58.2 This approach will have the following objectives:

- a. To control workplace hazards at their source;
- b. To reduce the incidence and costs of occupational injury and disease; and
- c. To provide a rehabilitation system for Team Members affected by occupational injury or illness.

58.3 The Parties agree that duly authorised officers and their representatives will meet 6 monthly or otherwise as required to discuss occupational health and safety issues and significant changes to the workplace which may affect health and safety.

### **Occupational Health and Safety Training**

58.4 Occupational Health and Safety Representatives will be given paid Leave to attend approved courses to a maximum of 5 days per calendar year.

58.5 The Company will provide induction and on the job training to all Team Members on company occupational health and safety policy, particular hazards associated with the job, control measures applicable to each hazard and procedures for controlling and preventing hazards in the workplace.

## **59. FIRST AID KIT**

59.1 The Company will provide access to a continuously maintained adequate first aid kit for use of Team Members in all locations.

**60. ACCIDENT PAY - VICTORIA ONLY**

- 60.1 If following an injury a Team Member receives compensation under the applicable State legislation, then that compensation payment shall be increased by the Company to the amount of the usual weekly rate for the average rostered hours worked by the Team Member at the time of the accident. This payment made by the Company will be limited to a maximum of 39 weeks.
- 60.2 The provisions of this clause shall not apply in respect of any injury during the first 7 consecutive days (including non-working days) of incapacity.

**61. GUIDELINES CONCERNING SECURITY PROCEDURES**

*The Company will honour the terms of the Retail Security Guidelines as set out below.*

**Staff Interviews**

- 61.1 When the Company is trying to discover whether, or by whom, an offence or breach of company security has been committed the Company is entitled to question any Team Member, whether suspected or not, from whom useful information may be obtained.
- 61.2 As soon as the Company has reasonable grounds for suspicion that a Team Member has committed an offence the Company will ask such Team Member whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, he or she shall caution the Team Member before putting to him or her any questions, or further questions, relating to that offence.
- 61.3 The caution will be in the following terms:-
- a. "You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence."
- 61.4 After the giving of the above caution, the Company shall then bring to the Team Member's attention the right under these guidelines to ask for the attendance of a nominated Team Member who is immediately available to be present as a witness during the course of the interview.
- 61.5 The Company may object to the presence of any particular person as a witness at such interview if there is a reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of a Team Member as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.
- 61.6 During the course of any such interview management or security personnel shall conduct themselves in a courteous manner toward the Team Member being interviewed.

- 61.7 Where a security investigation involves a Team Member remaining at the Company's premises, or elsewhere at the Company's direction, outside of the Team Member's ordinary working time, such Team Member shall be paid overtime in accordance with the Agreement, for all time so spent.
- 61.8 As a general principle Team Members who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer a Team Member, or change his or her duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the Team Member as a result of the transfer or change in duties. In such a case the Union shall be advised of such transfer, change of duties or disciplinary action.

### **Cash Shortages**

- 61.9 A Team Member whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such Team Member has sole access to such money.
- 61.10 This provision shall not affect the Company's right to take such disciplinary or legal action as the Company considers necessary.

### **Security Checks of Bags, Parcels and/or Lockers**

- 61.11 The Company is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.
- 61.12 Individual security checks of bags, parcels and/or lockers shall not take place unless the Team Member concerned is present, or alternatively that the Team Member has given permission for such search to take place in his or her absence.
- 61.13 Where a search or check is to take place in the Team Member's absence, the Team Member may nominate some other responsible Team Member to be present during such proposed search or check.

### **Carrying of Moneys**

- 61.14 A Team Member involved in the responsibility of carrying moneys belonging to the Company, to or from a bank or other institution shall be accompanied at such times by a responsible fellow Team Member. The Company shall not require a Team Member to have money chained, handcuffed or fastened to a Team Member's person, unless such fastening is engaged to the Team Member with a quick-release mechanism.

### **Staff Entrances and Exits**

- 61.15 The Company may require a Team Member to use staff entrances and exits while entering or leaving the store during such times as the Team Member is rostered to work. The Company shall not require a Team Member to use staff entrances and exits in a store when a Team Member wishes to enter the store as a customer on rostered days off, or during a period of Leave.

## **PART 9**

*Part 9 includes the following clauses Flexibility term, Resolution of Issues Procedure and Signatories.*

### **62. FLEXIBILITY TERM**

- 62.1 The Company and a Team Member covered by the Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the Agreement deals with 1 or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - leave loading;
  - b. the arrangement meets the genuine needs of the Company and Team Member in relation to 1 or more of the matters mentioned in paragraph a. ; and
  - c. the arrangement is genuinely agreed to by the Company and Team Member.
- 62.2 The Company must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the Fair Work Act 2009;
  - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - c. result in the Team Member being better off overall than the Team Member would be if no arrangement was made.
- 62.3 The Company must ensure that the individual flexibility arrangement:
- a. is in writing;
  - b. includes the name of the Company and Team Member;
  - c. 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

- d. includes details of:
- the terms of the Agreement that will be varied by the arrangement;
  - how the arrangement will vary the effect of the terms;
  - 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
  - states the day on which the arrangement commences.

62.4 The Company must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

62.5 The Company or Team Member may terminate the individual flexibility arrangement:

- a. by giving no more than 28 days written notice to the other party to the arrangement; or
- b. if the Company and Team Member agree in writing — at any time.

### **63. NOTIFICATION OF CHANGE**

63.1 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 and the relevant Union(s) who may be affected by the proposed changes.

63.2 “Significant effects” 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. However, 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.

### **Discussion**

63.3 The Company shall discuss the following matters with Team Members affected and the relevant Union:

- a. the introduction of the changes referred to in clause 62.1;
- b. the effects the changes are likely to have on Team Members; and
- c. measures to avert or mitigate the adverse effects of such changes on Team Members.

63.4 The Company will give prompt consideration to matters raised by the Team Members and/or their chosen representatives in relation to the changes.

63.5 The discussions will commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 62.1 of this Agreement.

63.6 For the purposes of such discussion, the Company shall provide in writing to the Team Members concerned and the relevant Union(s), 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.

63.7 However, the Company shall not be required to disclose confidential information where disclosure would be harmful to the Company's interests.

## **64. RESOLUTION OF ISSUES PROCEDURE**

### **Defined Terms**

"Party" means the Company or a Team Member or Team Members involved in the dispute and Parties means both or all of them;

"Dispute" means any matter concerning the application of the terms of Agreement (not merely whether the Agreement applies at all) or matters arising from the Agreement or relating to the National Employment Standards (other than disputes as to whether the Company had reasonable business grounds under subsection 65(5) or 76(4) of the Fair Work Act 2009) but does not include a matter or claim that would constitute an additional claim pursuant to clause 50.1 of this Agreement, provided that an employee shall not be precluded from exercising their right to making a claim pursuant to legislation pertaining to termination of employment, equal opportunity or unlawful discrimination irrespective of whether the procedures prescribed by this clause have been undertaken.

"Team Member Representative" means another Team Member from the same work location or, if relevant, a Union representative to whom the Team Member is eligible to belong or any other person the Team Member chooses to represent them.

64.1 The matters to be dealt with in this procedure will include any dispute between a Team Member and the Company related to the operation of this Agreement and any disputes regarding the NES.

64.2 In order to facilitate resolution of issues:

- a. the Team Member with the dispute must notify the Company at the earliest opportunity of the problem; and
- 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.

**Step 1:** The affected Team Member and the Manager at the work location concerned will, where possible, discuss the dispute with the joint intent of achieving a satisfactory outcome.

**Step 2:** If the dispute remains unresolved, an appropriate representative of the Company will assist in resolving the dispute. The Team Member may appoint a Team Member Representative (as defined) to represent the Team Member in relation to the dispute.

**Step 3:** Should the dispute still remain unresolved, a senior representative of the Company or another suitably authorised representative of the Company must become involved. The Team Member and/or their Team Member Representative are to meet as required with the Company representative.

**Step 4:** Until the dispute is resolved, all work must continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements subject to the Company's responsibility to provide a safe and healthy working environment. No Party shall be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this step.

**Step 5:** If after Steps 1 to 4 above have been followed and the dispute (or part of it) is still unresolved, one of the Parties may refer the dispute to the FWC for resolution through conciliation in the first instance.

64.3 If the dispute cannot be resolved by conciliation the dispute may then proceed to arbitration by the FWC. An arbitrated decision of the FWC may be the subject of an appeal by Leave of a Full Bench of the FWC in accordance with clause 63.16.

64.4 A dispute may also be referred to the FWC for conciliation and arbitration in accordance with step 5 by agreement between the Parties even if the relevant dispute (or part of it) has not progressed through Steps 1 to 4.

## **Conciliation and Arbitration**

### *Representation*

64.5 Once a dispute has been referred to the FWC, any Party may be represented in proceedings before the FWC by a legal practitioner. A Team Member may be represented in proceedings before the FWC by a Team Member Representative instead of a legal practitioner.

## **Conciliation**

### *The Conciliation Process*

64.6 If a dispute is referred for conciliation, the FWC shall do everything that appears to it to be right and proper to assist the Parties to agree on terms for the settlement of the dispute. In doing so, the FWC may make suggestions and conduct an initial assessment of the dispute. The action that may be taken by the FWC under this clause includes, without limitation:

- Arranging conferences of the Parties presided over by the FWC;
- Meeting or otherwise discussing the dispute with one or more of the Parties in order to conciliate the dispute;
- Arranging for the Parties to confer among themselves at conferences (with or without the presence of the FWC);
- Making an interim recommendation or assessment in relation to all or any matters in dispute
- Hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
- Conducting the conciliation at any place;
- Adjourning the conciliation to any time and place;
- Correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
- allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
- 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.

*Completion of Conciliation Process*

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

- The Parties have reached agreement for the settlement of the whole of the dispute; or
- Whether or not the Parties have reached agreement for the settlement of part of the dispute:
- 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
- The Parties to the dispute have informed the FWC that there is no likelihood of agreement, or further agreement, on the dispute and the FWC does not have a substantial reason to refuse to regard the conciliation proceeding as completed.

**Arbitration**

*Proceeding to Arbitration*

64.8 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.



- 64.9 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 the dispute that remains unsettled.

*At Arbitration*

- 64.10 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.
- 64.11 If, in accordance with clause 63.10, 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.

*Arbitration Powers of the FWC*

- 64.12 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;
  - 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; and
  - o. inform itself in any matter that it thinks fit.
- 64.13 Any decision of the FWC dealing with a dispute (or any matter that remained in dispute) by arbitration shall include reasons for the decision and shall be in writing, dated and given to the Parties on the day that it is delivered.

## **Appeals**

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

- 64.14 Where the dispute (or any matter that remained in dispute) has been arbitrated and a decision given under clause 63.12, either Party may appeal the decision to a Full Bench of the FWC with the Leave of the Full Bench, within 21 days of the date of the arbitrated decision. A Full Bench of the FWC will have all of the powers as outlined in clause 63.12 and shall have the power to confirm, quash, dismiss or vary the decision of the FWC.
- 64.15 The Full Bench of the FWC may grant Leave to appeal under clause 63.14 if, in its opinion, the matter is of such importance that Leave should be granted.
- 64.16 An appeal under clause 63.14 may be instituted by either Party.
- 64.17 For the purposes of an appeal under this sub-clause, 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.
- 64.18 The appeal process set out in this sub-clause is intended to be comprehensive of all rights of appeal.
- 64.19 The Parties agree to exclude the operation of any legislation (other than the Fair Work Act) applicable to arbitration agreements in relation to rights of appeal. For the avoidance of doubt, the Parties wish to exclude rights of appeal to any court and rights to refer a question of law to a court pursuant to such legislation.
- 64.20 The Parties will:
- a. If the FWC makes an arbitrated decision and an appeal is not lodged under clause 63.14 abide by and give full effect to the arbitration decision; and
  - b. If an appeal is lodged under clause 63.14, abide by and give full effect to the decision of the Full Bench of the FWC in determining the appeal.

**FWC Generally**

- 64.21 Guidelines to the FWC in the exercise of its powers, functions and discretions.
- 64.22 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 at the Company;
  - e. the hearing of the matter be concluded as soon as reasonably possible; and
  - f. it acts according to equity, good conscience and the substantial merits of the case, without regard to technicalities and legal forms.

**65. SIGNATORIES**

Signature:

Print Name:

Title:

Coles Liquor Group  
of 800 Toorak Road, Tooronga, Victoria, 3146  
and is authorised to sign this enterprise Agreement on behalf of Coles Liquor Group

Date:

Signature:

Print Name:

Title:

Shop, Distributive and Allied Employees' Association  
of 6th Floor, 53 Queen Street, Melbourne, Victoria, 3000  
and is authorised by the rules of the union to sign enterprise Agreements on behalf of  
the Shop, Distributive and Allied Employees' Association

Date:

Signature:

Print Name:

Title:

Australian Workers' Union Employees of Queensland  
of (Address)  
and is authorised by the rules of the union to sign enterprise Agreements on behalf of  
the Australian Workers' Union Employees of Queensland

Date:

## APPENDIX 1 RATES OF PAY

These are the rates of pay apply for any Team Member who performs work in QLD North e.g. Ex-LHG Team Members

The following Weekly Rates of Pay apply to a Team Member engaged on a Full Time or Part Time basis

Classification	Effective from the first full pay period on or after 1/6/14	Effective from the first full pay period on or after 1/12/14	Effective from the first full pay period on or after 1/6/15	Effective from the first full pay period on or after 1/12/15	Effective from the first full pay period on or after 1/6/16	Effective from the first full pay period on or after 1/12/16	Effective from the first full pay period on or after 1/6/17	Effective from the first full pay period on or after 1/12/17
Level 3 Team Member Trainee	\$785.43	\$797.21	\$809.17	\$821.30	\$833.62	\$846.13	\$858.82	\$871.70
Level 2 Team Member Sales	\$785.43	\$797.21	\$809.17	\$821.30	\$833.62	\$846.13	\$858.82	\$871.70
Level 1 Team Member Senior Sales	\$822.09	\$834.42	\$846.94	\$859.64	\$872.54	\$885.62	\$898.91	\$912.39

The following Hourly Rates of Pay, apply to a Team Member engaged on a Full Time or Part Time basis

Classification	Effective from the first full pay period on or after 1/6/14	Effective from the first full pay period on or after 1/12/14	Effective from the first full pay period on or after 1/6/15	Effective from the first full pay period on or after 1/12/15	Effective from the first full pay period on or after 1/6/16	Effective from the first full pay period on or after 1/12/16	Effective from the first full pay period on or after 1/6/17	Effective from the first full pay period on or after 1/12/17
Level 3 Team Member Trainee	\$20.67	\$20.98	\$21.29	\$21.61	\$21.94	\$22.27	\$22.60	\$22.94
Level 2 Team Member Sales	\$20.67	\$20.98	\$21.29	\$21.61	\$21.94	\$22.27	\$22.60	\$22.94
Level 1 Team Member Senior Sales	\$21.63	\$21.96	\$22.29	\$22.62	\$22.96	\$23.31	\$23.66	\$24.01

The following Hourly Rates of Pay, inclusive of the Casual loading, apply to a Casual Team Members

<b>Classification</b>	<b>Effective from the first full pay period on or after 1/6/14</b>	<b>Effective from the first full pay period on or after 1/12/14</b>	<b>Effective from the first full pay period on or after 1/6/15</b>	<b>Effective from the first full pay period on or after 1/12/15</b>	<b>Effective from the first full pay period on or after 1/6/16</b>	<b>Effective from the first full pay period on or after 1/12/16</b>	<b>Effective from the first full pay period on or after 1/6/17</b>	<b>Effective from the first full pay period on or after 1/12/17</b>
Level 3 Team Member Trainee	\$24.80	\$25.18	\$25.55	\$25.94	\$26.32	\$26.72	\$27.12	\$27.53
Level 2 Team Member Sales	\$24.80	\$25.18	\$25.55	\$25.94	\$26.32	\$26.72	\$27.12	\$27.53
Level 1 Team Member Senior Sales	\$25.96	\$26.35	\$26.75	\$27.15	\$27.55	\$27.97	\$28.39	\$28.81

These are the rates of pay apply for any Team Member who performs work in VIC, SA, NSW, ACT, WA, NT, TAS, QLD except QLD North e.g. Ex-LHG Team Members

The following Weekly Rates of Pay apply to a Team Member engaged on a Full Time or Part Time basis

<b>Classification</b>	<b>Effective from the first full pay period on or after 1/6/14</b>	<b>Effective from the first full pay period on or after 1/12/14</b>	<b>Effective from the first full pay period on or after 1/6/15</b>	<b>Effective from the first full pay period on or after 1/12/15</b>	<b>Effective from the first full pay period on or after 1/6/16</b>	<b>Effective from the first full pay period on or after 1/12/16</b>	<b>Effective from the first full pay period on or after 1/6/17</b>	<b>Effective from the first full pay period on or after 1/12/17</b>
Level 3 Team Member Trainee	\$747.32	\$758.53	\$769.91	\$781.46	\$793.18	\$805.08	\$817.16	\$829.41
Level 2 Team Member Sales	\$747.32	\$758.53	\$769.91	\$781.46	\$793.18	\$805.08	\$817.16	\$829.41
Level 1 Team Member Senior Sales	\$822.09	\$834.42	\$846.94	\$859.64	\$872.54	\$885.62	\$898.91	\$912.39

The following Hourly Rates of Pay, apply to a Team Member engaged on a Full Time or Part Time basis

<b>Classification</b>	<b>Effective from the first full pay period on or after 1/6/14</b>	<b>Effective from the first full pay period on or after 1/12/14</b>	<b>Effective from the first full pay period on or after 1/6/15</b>	<b>Effective from the first full pay period on or after 1/12/15</b>	<b>Effective from the first full pay period on or after 1/6/16</b>	<b>Effective from the first full pay period on or after 1/12/16</b>	<b>Effective from the first full pay period on or after 1/6/17</b>	<b>Effective from the first full pay period on or after 1/12/17</b>
Level 3 Team Member Trainee	\$19.67	\$19.96	\$20.26	\$20.56	\$20.87	\$21.19	\$21.50	\$21.83
Level 2 Team Member Sales	\$19.67	\$19.96	\$20.26	\$20.56	\$20.87	\$21.19	\$21.50	\$21.83
Level 1 Team Member Senior Sales	\$21.63	\$21.96	\$22.29	\$22.62	\$22.96	\$23.31	\$23.66	\$24.01

The following Hourly Rates of Pay, inclusive of the Casual loading, apply to a Casual Team Member

<b>Classification</b>	<b>Effective from the first full pay period on or after 1/6/14</b>	<b>Effective from the first full pay period on or after 1/12/14</b>	<b>Effective from the first full pay period on or after 1/6/15</b>	<b>Effective from the first full pay period on or after 1/12/15</b>	<b>Effective from the first full pay period on or after 1/6/16</b>	<b>Effective from the first full pay period on or after 1/12/16</b>	<b>Effective from the first full pay period on or after 1/6/17</b>	<b>Effective from the first full pay period on or after 1/12/17</b>
Level 3 Team Member Trainee	\$23.60	\$23.95	\$24.31	\$24.68	\$25.05	\$25.42	\$25.80	\$26.19
Level 2 Team Member Sales	\$23.60	\$23.95	\$24.31	\$24.68	\$25.05	\$25.42	\$25.80	\$26.19
Level 1 Team Member Senior Sales	\$25.96	\$26.35	\$26.75	\$27.15	\$27.55	\$27.97	\$28.39	\$28.81

## APPENDIX 2 ALLOWANCE AMOUNTS

### General Allowances

The following allowances are payable if the criteria in the appropriate clauses of this Agreement have been met. All allowances shall be effective for the first full pay period on or after the dates specified.

The following allowance amounts are effective from 1 June 2014

<b>"In-charge" Allowance</b>	<b>First &amp; Second Overtime Meal Allowance</b>	<b>First Aid Allowance</b>	<b>Travelling Allowance</b>	<b>Darwin and Alice Springs Location Allowance</b>
Per Hour \$1.02	Per Occasion \$17.00	Daily Maximum \$2.37	Per Kilometre \$0.85	Hourly Maximum \$0.50
		Weekly Maximum \$14.21	Note: Applies to all Engine Types	Weekly Maximum \$19.12

The following allowance amounts are effective from 1 June 2015

<b>"In-charge" Allowance</b>	<b>First &amp; Second Overtime Meal Allowance</b>	<b>First Aid Allowance</b>	<b>Travelling Allowance</b>	<b>Darwin and Alice Springs Location Allowance</b>
Per Hour \$1.05	Per Occasion \$17.50	Daily Maximum \$2.44	Per Kilometre \$0.88	Hourly Maximum \$0.52
		Weekly Maximum \$14.64	Note: Applies to all Engine Types	Weekly Maximum \$19.69

The following allowance amounts are effective from 1 June 2016

<b>"In-charge" Allowance</b>	<b>First &amp; Second Overtime Meal Allowance</b>	<b>First Aid Allowance</b>	<b>Travelling Allowance</b>	<b>Darwin and Alice Springs Location Allowance</b>
Per Hour \$1.08	Per Occasion \$18.03	Daily Maximum \$2.51	Per Kilometre \$0.91	Hourly Maximum \$0.53
		Weekly Maximum \$15.08	Note: Applies to all Engine Types	Weekly Maximum \$20.28

The following allowance amounts are effective from 1 June 2017

<b>"In-charge" Allowance</b>	<b>First &amp; Second Overtime Meal Allowance</b>	<b>First Aid Allowance</b>	<b>Travelling Allowance</b>	<b>Darwin and Alice Springs Location Allowance</b>
Per Hour \$1.11	Per Occasion \$18.57	Daily Maximum \$2.59	Per Kilometre \$0.93	Hourly Maximum \$0.55
		Weekly Maximum \$15.53	Note: Applies to all Engine Types	Weekly Maximum \$20.89



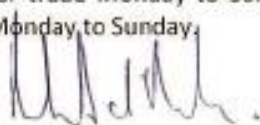
**Western Australia Location Allowances**

- a. The Western Australia location weekly allowances will be paid to a Team Member engaged in stores in the locations specified in the General Order of the Western Australian Industrial Relations Commission. This allowance will be adjusted in line with the relevant agreed process within Western Australia for adjusting location allowances.
- b. The following weekly allowances will be paid to team members engaged in stores in the following locations (where applicable):

Agnew	\$20.20	Pannawonica	\$26.20
Argyle	\$53.60	Paraburdoo	\$26.10
Balladonia	\$20.60	Port Hedland	\$28.00
Barrow Island	\$34.90	Ravensthorpe	\$10.60
Boulder	\$8.50	Roebourne	\$38.80
Broome	\$32.30	Sandstone	\$20.20
Bullfinch	\$9.50	Shark Bay	\$16.60
Carnarvon	\$16.60	Shay Gap	\$17.50
Cockatoo Island	\$35.50	Southern Cross	\$9.50
Coolgardie	\$8.50	Telfer	\$47.70
Cue	\$20.70	Teutonic Bore	\$20.20
Dampier	\$28.10	Tom Price	\$26.10
Denham	\$16.60	Whim Creek	\$33.40
Derby	\$33.60	Wickham	\$32.30
Esperance	\$5.90	Wiluna	\$20.40
Eucla	\$22.60	Wittenoon	\$45.80
Exmouth	\$29.50	Wyndham	\$50.30
Fitzroy Crossing	\$40.80	Leinster	\$20.20
Goldsworthy	\$40.80	Leonora	\$20.60
Halls Creek	\$47.00	Madura	\$21.60
Kalbarri	\$7.10	Marble Bar	\$51.80
Kalgoorlie	\$8.50	Meekatharra	\$17.80
Kambalda	\$8.50	Mount Magnet	\$22.30
Karratha	\$33.70	Mundrabilla	\$22.10
Koolan Island	\$35.50	Newman	\$19.30
Koolyanobbing	\$9.50	Norseman	\$17.70
Kununurra	\$53.60	Nullagine	\$51.70
Laverton	\$20.60	Onslow	\$34.90
Learmouth	\$29.50		

# UNDERTAKINGS FOR THE COLES LIQUOR GROUP RETAIL AGREEMENT 2014

1. Liquorland (Australia) Pty Ltd, Liquorland (QLD) Pty Ltd and LHG Pty Ltd provides an undertaking that clause 2.1(d) shall read, "Company" means Liquorland (Australia) Pty Ltd, Liquorland (QLD) Pty Ltd and LHG Pty Ltd'.
2. The following undertaking is provided by LHG Pty Ltd, that no stores open for trading prior to 9.00am Monday to Saturday and 10.00am Sunday with the majority of stores opening at 10.00am for trade Monday to Sunday and that no stores open for trading between 11.00pm to Midnight Monday to Sunday.



Name: Robert d'Andrea

Signature:

Date: 5/2/2014

Witness name: MICHELLE KLIETZ

Signature: Michelle Klietz

Date: 5/2/2014