

Claims of the Retail and Fast Food Workers Union at Coles Supermarkets

Unanimously Endorsed by Members on 22 March 2020

Claims to be made and pursued on behalf of those members who have appointed the Retail and Fast Food Workers Union as their bargaining representative.

That Coles Supermarkets include in a new Enterprise Agreement to cover all store-based employees (including all salaried employees) other than those to whom the Coles Supermarkets Meat Enterprise Agreement 2018 applies and the Store Manager, the following terms and conditions:

COVID-19 Claims

1. Full infectious diseases leave for all workers for the entire period of illness, isolation or quarantine with casual workers paid at their average weekly wage of the past 6 months and part-time workers paid no less than their average weekly wage of the past 6 months;
2. In recognition testing and access to doctors is limited, proof of COVID-19 not necessary for access to infectious diseases leave where a clear written statement is provided by a worker such as an email or SMS noting the basis of the required infectious diseases leave;
3. Infectious diseases leave to also apply for the care of dependents during closure of ordinary care facilities such as childcare, schools or the like;
4. Any standing down of employees to be on full pay with no reduction in any leave accrual;
5. Any change, including any reduction, in rostering of casual and part-time employees to occur only following full consultation and such employees to be paid no less than their average weekly wage of the past 6 months;
6. Full provision of cleaning facilities, Personal Protective Equipment (PPE), alcohol-based hand sanitiser and toilet facilities at all work sites - including alcohol-based hand sanitiser freely available at the work station of all workers;
7. Recognition that those with compromised immune systems, including their carers and household members, may require access to altered work arrangements or infectious diseases leave in different circumstances to other workers, such as immediate leave on full pay;

Wages

8. A living wage of at least \$25 per hour as a base rate with all loadings to be paid in addition to the rate, noting workers on the front line of the COVID-19 crisis are paid much less than the Australian living wage;
9. 5% annual wage increases for each year the agreement is in operation;
10. All uniforms to be provided at no cost to workers, including safety boots (or \$200 towards the cost of boots where a worker chooses), replaced as required, and a laundering allowance of \$1.25 per shift (increased to \$10 per shift during the COVID-19 crisis);
11. Bonus payment equivalent to the difference between wages earned and those that would have been earned had the Award applied between 28 May 2012 and 30 April 2018, noting these wages were stolen by the wage theft perpetrated by Coles in conjunction with SDA;
12. Roster payment for any worker who has had their roster changed other than upon their request since 1 January 2018 equivalent to the wage they would have earned had their roster remained unchanged and in place for the period 30 April 2018 until the date of payment;
13. 100% penalty rate for all those working on Sunday, 50% for Saturday, 250% for Public Holidays;
14. Protected pay rates to be increased at the same rate as all other rates and increased as a worker's age increases or mode of employment changes;
15. Workers engaged on a casual basis to be paid full penalty & shift rates payable to non-casual workers;
16. The abolition of junior rates, supported wage rates, trainee rates and any other poverty rates;
17. That superannuation be paid at 12% for all workers, irrespective of age, hours worked, income earned and including during all paid and unpaid leave, and all worked hours;

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18. Payment for any shift for which a casual worker is rostered (irrespective of later cancellation);
19. Payment for any second or split shift, including for online training modules completed at home, at overtime rate with second shift a minimum of 4 hours;
20. Right to be paid for all time worked and penalty payment of double the amount owed for each week outstanding wages not paid (compounding so that the second week doubles again, or 4x the original);
21. Coles Services allowance of additional 10% payable for all hours worked due to the nature of the work including cleaning and hot/wet/cold weather work;
22. Bakers to be paid at Level 6, Gap Scanners and Online Drivers to be paid at Level 4;
23. Meal breaks during the period 10am to 9am to be paid;
24. Additional hours worked by part-time workers to be paid at relevant casual rate;
25. Right for workers to elect to work public holidays were a store trades on the public holiday;
26. Automatic HDA applied to workers when Department Manager is not in attendance, albeit no worker can be compelled to undertake higher duties;
27. Annual leave loading to be paid on full weekly wage, inclusive of any top up payment, to ensure no worker is worse off;

Job Security

28. Right to a minimum shift length of four hours for all current and future shifts;
29. No changes to rosters without agreement and, where proposed by management, only following fully disclosed supporting documentation;
30. Casual workers to be entitled to convert to ongoing employment at the same fraction as the average hours worked over the preceding six months;
31. Part-time workers to be entitled to increase their contracted hours by the average hours worked as additional hours to the base contract on a six monthly basis with the hours increase to be permanent;
32. No additional appointments in a store until all workers employed on a casual or part-time basis have been offered the hours and no such worker, competent to perform the work, has applied to work those hours with a period of at least 14 days for notice to workers;
33. Redundancy pay of 4 weeks' pay per year of service or part thereof and 3 months pay in lieu of notice;
34. 7 days' notice of roster for all casual shifts except in emergencies (such as due to short notice personal leave replacement);
35. Guaranteed career pathway for any worker who requests a career plan;
36. Right to work at other stores, including by way of transfer, without the intervention of managers and without reducing contracted hours;

Leave

37. Full rates paid during all periods of leave, including any penalty rates and loadings;
38. Leave accruals to be granted on each anniversary date in advance;
39. Annual leave to be granted where 4 weeks' notice is given to employer;
40. Paid Cultural and Ceremonial Leave for all employees identifying as First Nations People to undertake cultural or ceremonial responsibilities including sorry business and NAIDOC week activities, and for workers from cultures for whom important cultural activities do not fall on established Public Holidays (such as Eid Festivals, Diwali and other relevant culturally important events.)
41. Entitlement to all workers to have a day in lieu where a public holiday falls on a non-rostered day;
42. Union Picnic Day as an additional public holiday throughout Australia;

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43. Personal leave to be granted where notice is given by email, SMS or telephone;
44. 25 days (5 weeks) of annual leave;
45. 15 days paid sick leave for all workers with no evidentiary burden for single days;
46. 20 days paid carer's leave for the care of a "significant loved one" and additional to sick leave entitlement;
47. Doubling of all compassionate leave entitlements;
48. References to immediate or specific familial relationships for personal and compassionate leave to be removed and an acknowledgement that LGBT workers are often excluded from traditional family relationships;
49. Paid parental leave of 26 weeks for all workers, regardless of gender, with no reference to carer primacy, including for surrogacy, adoption and permanent foster care;
50. 20 days paid additional leave for all workers experiencing intimate partner, domestic or family abuse - whether physical, emotional, mental, financial or otherwise - and additional paid leave as needed;
51. 20 days paid leave for transgender workers to access transition related healthcare including but not limited to blood tests, medical practitioner visits, endocrinology, psychology, psychiatry, surgery, consultations and recover;
52. Right for all ongoing workers to accrue RDOs where they elect to accrue RDOs;
53. All shifts across a Public Holiday and a day which is not a Public Holiday to be treated as a Public Holiday;
54. Right to leave without pay, including for one off events;
55. All leave applications to be available online and by way of paper form;

Occupational Health & Safety

56. Guaranteed right to a healthy and safe workplace;
57. Free flu shots for all workers who wish to access them;
58. Comprehensive heat policy including additional breaks for working in hot areas with 15 minute per hour breaks when the temperature is above 29 degrees and 60 minutes per hour breaks when the temperature is above 36 degrees;
59. Restoration of all health and safety provisions stripped from 2011 agreement;
60. Prohibition on use of CCTV to monitor workers and CCTV to be only used to investigate criminal behaviour or genuine health and safety breaches;
61. Gender diversity training to be provided to managers upon the request of a transgender or gender diverse worker with the training to be provided by a peer-only organisation in consultation with the worker making the request;
62. Gender neutral changerooms and toilets, each of which are to be separate from male, female and disabled facilities, to be made available on all new sites and major refurbishments;
63. Provision online and in hard copy on noticeboards all Risk Assessments for procedures and practices for which one exists, and all Product Safety Sheets (including for all equipment and chemicals used in the workplace);
64. Coles representatives banned from attending the medical appointments of workers;
65. No worker to work alone in a department by increasing staffing of all departments, including Coles Services;
66. Guaranteed provision of all Personal Protective Equipment (PPE) required for roles;
67. Full equipment service log accessible to all workers identifying the maintenance service history of all equipment and next scheduled maintenance work;
68. Each store to have at least one safety guard on site from 12pm to close;
69. PDAs for CSA workers to be upgraded to guarantee reception and no vehicle to be permitted to undertake work without a functioning PDA with reception;

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70. Right to leave the workplace immediately upon the conclusion of a shift unless overtime is being required and paid;
71. Risk assessments to be provided for all core functions, including the safe staffing levels for functions such as splitting and filling loads;
72. Overtime to be paid for all hours worked following the failure to take a break at the rostered time until the break is taken;

Freedom of Association

73. All workers to have the choice of appointing a representative of their choice for any process under the agreement;
74. Recognition of the principle of Freedom of Association including the rights of workers to join and participate in any industrial association they choose;
75. A joint consultative committee to consider and consult over the implementation of the agreement made up of representatives elected by workers to be convened quarterly or within 14 days upon the request of any member of the committee;

Other Conditions

76. Free unmonitored WIFI in Team Rooms;
77. Payslips to include rostered and actual (clock) day start time, break times, finish times, penalties applicable for the day, allowances and all leave accruals, with a legend to identify and explain key terms;
78. A minimum 10% discount for workers at any Coles Group store or outlet;
79. All changes in policies, procedures or practices to be communicated in writing online and in hard copy;
80. Right for workers to be trained and have skill competency assessment;
81. Provision of free safe local car parking for all workers where free local parking was available to workers of a store on or since 1 January 2016;
82. Reimbursement for public transport fares for those workers who choose to travel to or from work by public transport;
83. Provision of full bicycle facilities, including secure storage and end of journey shower/change facilities;
84. Departmental gender target of 50% of persons other than cis-gendered males to be achieved through new hires into a department;
85. Right for bakers to elect to alter rosters to commence work earlier;
86. By majority vote of workers, right to elect to implement overnight fill rather than evening or day fill;
87. Requirement that management not unreasonably refuse a request for the timing of a worker's breaks;
88. No term which is inferior in any way to an equivalent Award term;
89. No diminution in any beneficial term of the 2018 agreement;
90. Any other claim made during the course of negotiations;

These claims will be pursued by the Retail and Fast Food Workers Union for all workers who appoint the union as their bargaining representative. To appoint RAFFWU, join the union and send the following email with your name, address and store location to contact@raffwu.org.au:

I hereby appoint the *Retail And Fast Food Workers Union Incorporated* as my bargaining representative for the purposes of bargaining an Agreement with my employer and in any matter before the Fair Work Commission that relates to bargaining for the agreement.