

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

Unanimously Endorsed by Members on 8 March 2023

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 store-based employees, the following terms and conditions:

Wages

1. A living wage of at least \$29 per hour as a base rate with all loadings to be paid in addition to the rate;
2. Annual wage increases for each year the agreement is in operation of the higher of:
 - a. CPI in the 12 months ending on 31 March of each year,
 - b. 5%, or,
 - c. the annual FWC Minimum Wage Increase plus 2%;
3. 100% penalty rate for all Sunday hours, 50% for Saturday before 6pm, 75% for Saturday after 6pm, 250% for Public Holidays;
4. All uniforms to be provided at no cost to workers and replaced as required, including:
 - a. safety boots (or up to \$300 towards the cost of boots where a worker chooses);
 - b. a minimum 2 pants and 3 shirts for all workers and 5 shirts for full-time workers; and
 - c. tee shirts in summer with the same minimum allocation as above;;
5. A laundering allowance of \$1.25 per shift;
6. Ongoing roster payment for any worker who has had their roster changed (other than expressly upon their request unrelated to any company roster change) 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 each payment;
7. 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;
8. Workers engaged on a casual basis to be paid full penalty & shift rates payable to non-casual workers;
9. The abolition of junior rates, supported wage rates, trainee rates and any other poverty rates;
10. 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;
11. Payment for any shift for which a casual worker is rostered (irrespective of later cancellation);
12. 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;
13. 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) as well as a \$50 payslip correction allowance on any occasion an entitlement is not paid properly in the relevant pay period;
14. 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 in combination with agreed restrictions on the performance of work in accordance with the new policy (see claim below);
15. Bakers to be paid at Level 6, Gap Scanners and Online Drivers to be paid at Level 4, any person code checking or marking down items to be paid at least at Level 3;
16. Meal breaks during the period 10pm to 9am to be paid;
17. Additional hours worked by part-time workers to be paid at relevant casual rate and Coles to keep a copy of the express written consent for each occasion of additional hours being agreed for 10 years;
18. Right for workers to elect to work public holidays were a store trades on the public holiday;
19. Automatic HDA applied to workers when Department Manager is not in attendance, albeit no worker can be compelled to undertake higher duties;
20. Annual leave loading to be paid on full weekly wage, inclusive of any top up payment, to ensure no worker is worse off;
21. Cold allowance to be increased to 10% and paid for all hours worked where any work in a given pay period would attract the allowance;
22. Right to complete all online modules and any other work on shift and in store, including but not limited to:
 - a. the reading of any work related emails or messages;
 - b. any task identified in recommended work behaviours such as stretching or similar activities; and
 - c. undertaking any work related activity such as participating in fundraising or so-called volunteer activities.

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Job Security

23. Right to a minimum shift length of four hours for all current and future shifts;
24. Rest breaks for shifts of three (3) hours or more;
25. Minimum part-time contract to be 12 hours per week or 48 hours per roster cycle;
26. No changes to rosters without agreement and, where proposed by management, only following fully disclosed supporting documentation;
27. Casual workers to be entitled to convert to ongoing employment at the same fraction as the average hours worked over the preceding six months;
28. 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;
29. 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;
30. Redundancy pay of 4 weeks' pay per year of service or part thereof and 3 months pay in lieu of notice;
31. 7 days' notice of roster for all casual shifts except in emergencies (such as due to short notice personal leave replacement) and to be notified by SMS where requested;
32. Guaranteed career pathway for any worker who requests a career plan;
33. Right to work at other stores, including by way of transfer, without the intervention of managers and without reducing contracted hours;
34. Coles Services workers to be given written notification each six (6) months that they may apply for and transfer to any other roles in the Coles Group;

Leave

35. Full rates paid during all periods of leave and public holidays, including any penalty rates and loadings;
36. Leave accruals to be granted on each anniversary date in advance;
37. Any standing down of employees to be on full pay with no reduction in any leave accrual;
38. Annual leave to be granted where 4 weeks' notice is given to employer;
39. 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 culturally important events.)
40. Entitlement to all workers to have a day in lieu where a public holiday falls on a non-rostered day;
41. Union Picnic Day as an additional public holiday throughout Australia;
42. Personal leave to be granted where notice is given by email, SMS or telephone;
43. 25 days (5 weeks) of annual leave and an additional 26th day of leave for any employee who wishes to have annual leave on their birthday;
44. 15 days paid sick leave for all workers, including casual workers, with no evidentiary burden for single days;
45. 20 days paid carer's leave for the care of a "significant loved one" and additional to sick leave entitlement;
46. 25 days per annum of paid menstruation leave;
47. 25 days per annum of paid chronic illness leave;
48. Doubling of all compassionate leave entitlements;
49. 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;
50. 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;
51. 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;
52. Infectious diseases leave to also apply for the care of dependents during closure of ordinary care facilities such as childcare, schools or the like;
53. Right for all ongoing workers to accrue RDOs where they elect to accrue RDOs;

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54. 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;
55. 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;
56. 20 weeks 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, or any other transition related need;
57. All shifts which occur across a Public Holiday and a day which is not a Public Holiday (such as overnight fill work) to be treated as a Public Holiday;
58. Right to leave without pay, including for one off events;
59. All leave applications to be available online and by way of paper form;
60. 10 days paid leave for attendance at industrial relations or dispute resolution training delivered by or for any industrial association;

Occupational Health & Safety

61. Guaranteed right to a healthy and safe workplace;
62. Schedule of actions for abuse incidents in store including that:
 - a. The store closes upon notification or observation of an abuse incident;
 - b. Abuse incidents be defined as any incident involving the abuse by a person of an employee of Coles, including verbal abuse, intimidatory actions, implied or actual threats, assaults and the like;
 - c. Police be called to attend the store to investigate and prosecute perpetrators;
 - d. Investigation by properly trained experts engaged by Coles that have no interest in re-opening the store before the incident is thoroughly investigated and systems put in place to ensure the same or similar abuse does not recur;
 - e. Identification of steps to be taken to prevent the same or similar abuse recurring;
 - f. Coles will promise (in writing) to implement all steps (including any steps before re-opening the store); and
 - g. The store to remain closed until the actions above have been taken;
63. Guaranteed minimum staffing levels which meet the requirements:
 - a. No worker to work alone in a department, including Coles Services;
 - b. Minimum number of workers in larger departments – such as minimum 4 in a service department which has main checkouts, self-serve, express and service desk;
 - c. Store specific staffing level to be consulted at the store level and agreed at the department level in each store;
64. Free flu shots for all workers who wish to access them;
65. Comprehensive heat, cold and weather policy including additional paid breaks for working in hot areas with 15 minute per hour breaks when the temperature is above 25 degrees, 30 minutes per hour when the temperature is above 30 degrees and 60 minutes per hour breaks when the temperature is above 36 degrees, accessible temperature readings in all work areas, no outside work in heavy rain or storms and no outside work when temperature below 8 degrees;
66. Comprehensive heating and cooling systems for all indoor areas to maintain thermal comfort;
67. Restoration of all health and safety provisions stripped from 2011 agreement;
68. Prohibition on use of CCTV to monitor workers and CCTV to be only used to investigate criminal behaviour or genuine health and safety breaches;
69. 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;
70. 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;
71. 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);
72. Coles representatives banned from attending the medical appointments of workers;
73. Medical procedures, such as Physiotherapy, not to be conducted in any stores;
74. Rapid Antigen Tests (RATs) to be provided as needed and at no cost to all employees;
75. Coles will reimburse the reasonable cost of any worker obtaining a flu vaccine;

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76. Coles will reimburse the reasonable cost of any medical procedure or support where that procedure or support is provided by Coles as part of any other program, such as InjuryCare and Physiotherapy sessions;
77. Guaranteed provision of all Personal Protective Equipment (PPE) required for roles;
78. 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;
79. Full equipment service log accessible to all workers identifying the maintenance service history of all equipment and next scheduled maintenance work;
80. Each store to have at least one safety guard on site from 12pm to close;
81. 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;
82. Right to leave the workplace immediately upon the conclusion of a shift unless reasonable overtime is being required and paid;
83. Risk assessments to be provided for all core functions, including safe staffing levels for functions such as splitting and filling loads;
84. Overtime to be paid for all hours worked following the failure to take a break at the rostered time until the break is taken;
85. Coles will publish and maintain in each store team room every incident included on the register of incidents redacted for any personal information;

Freedom of Association

86. All workers to have the choice of appointing a representative of their choice for any process under the agreement;
87. Recognition of the principle of Freedom of Association including the rights of workers to join and participate in any industrial association they choose;
88. 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;
89. Right for workers to post any non-offensive notice relating to their employment on a dedicated notice board;

Other Conditions

90. All personal information of employees, including names and birth dates, to be kept strictly private;
91. Free unmonitored WIFI in Team Rooms;
92. Free and readily accessible period care including sanitary items;
93. 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;
94. A minimum 15% discount for workers at any Coles Group store or outlet;
95. All changes in policies, procedures or practices to be communicated in writing online and in hard copy;
96. Right for workers to be trained and have skill competency assessment;
97. Provision of free safe local car parking for all workers;
98. Reimbursement for public transport fares for those workers who choose to travel to or from work by public transport;
99. Provision of full bicycle facilities, including secure storage and end of journey shower/change facilities including deodorant, available for use by any workers;
100. Departmental gender target of 50% of persons other than cis-gendered males to be achieved through new hires into a department;
101. Right for bakers to elect to alter rosters to commence work earlier;
102. By majority vote of workers, right to elect to implement overnight fill rather than evening or day fill;
103. Requirement that management not unreasonably refuse a request for the timing of a worker's breaks;
104. Wage rate of every advertised or offered role to be published with the advertisement or offer;
105. No discrimination in benefits for different types of work, for example gifts or discount cards to be offered on the same terms as ongoing employees to casual employees;
106. Requirement that the employer establish in association with the relevant First Nations organisation in each community an acknowledgement of country artwork in a prominent location of the store, visible to customers and workers;
107. No term which is inferior in any way to an equivalent Award term;
108. No diminution in any beneficial term of the 2018 agreement; and
109. Any other claim made during the course of negotiations.