



"Without Prejudice"
COLES PARKINSON CDC
ENTERPRISE AGREEMENT 2020
Log of Claims

1. Compliance Matters:

That any agreement negotiated is to be a complete account of all matters that have been negotiated and that it will be a BOOT compliant document that incorporates where necessary all National Employment Standards, Union recognition rights (as further outlined in following log items) and all other conditions that are able to be incorporated in writing and in the actual agreement.

2. Term: A three (3) year agreement commencing from the 1st August 2020.

3. General pay rates

- a. An annual 10% compounding increase on all wages, allowances, penalties and any other rates under the 2017 agreement. The intention that over a 3 year period the agreement will have wage parity with the Eastern Creek Agreement. First increase from positive vote and on the anniversary date of the agreement each successive year of the agreement.
- b. Increase the casual loading to 25%.
- c. The Freezer Allowance to be increased to \$2.00 an hour at the start of the agreement, and then subject to the further increases under the agreement.

4. Forklift Operators

Ordinary rate increased by an additional 10% then applying applicable pay rate increases to maintain differentiation of classification.

5. Backpay

In the event of negotiations concluding after the 31st July 2020 the employer to backpay increases from that date.

6. Employment Conditions

- a. Permanent employees to provide a maximum of 2 weeks notice of Termination.
- b. Improve the status conversion clause (Casual to permanent/Part time to full time).
- c. Redundancies increased to 4 weeks per year of service, uncapped.

Authorised by:

Chris Gazenbeek
SDA State Secretary



7. Leave Provisions

- a. All work on Public Holidays to be voluntary with no ability to roster work on the recognised public holiday.
- b. Where a Public Holiday falls on a non-rostered day the employee may choose between another day off or the payment of another days pay.
- c. Employer response to Annual Leave applications to be provided within 2 weeks of the application being made, otherwise the leave application is assumed to be approved.
- d. Introduction of the ability to purchase additional Personal Leave by utilising a mechanism similar to the current process for purchasing additional annual leave (Clause 32.11).
- e. All Loadings, Leave Loading and Penalties to also apply for paid out Annual Leave, whether under the terms of the agreement or as a result of termination.
- f. Compassionate Leave to be increased to 5 days of paid leave per instance.
- g. Include the ability to cash out Annual Leave that has been purchased, and other agreed forms of leave.
- h. The introduction of 6 weeks of paid Parental Leave for the non-Primary Carer, on the birth of their child.
- i. The introduction of paid Pandemic Leave for employees identified as vulnerable workers as a result of a pandemic.
- j. The introduction of Isolation Leave for workers who are required to isolate or quarantine by the Company or regulation, as the result or consequence of a pandemic.

8. Job Roles-training

Implementation of a training program providing all long term Parkinson employees an extra function, such training to be completed within 12 months of the approval date of the Agreement.

9. Award/Boot compliance matters

- a. Copy of and access to the Enterprise Agreement at worksite.
- b. Introduction of flexibility arrangements clause into agreement.
- c. Introduce personal property damage clause.
- d. As the Ordinary span of hours for the site (currently 5am – 6pm) is outside the ordinary hours under the award (being 7am – 5.30) the time between 5am to 7am and 5.30pm to 6pm should attract overtime.
- e. Introduction of the ability to make up time.
- f. Introduction of the ability to utilise TOIL
- g. Amend overtime clause by allowing double time to apply after 2 hours of working overtime.
- h. Introduction of a call back allowance.
- i. Introduction of a Domestic Violence Leave provision (see Appendix 'A').

10. Other Matters

- a. The introduction of an RDO system for Full-Time employees.
- b. The Dispute Resolution procedure to be amended to allow for the arbitration of all work related disputes.
- c. If an employee is called to a meeting for a Discussion Record, the employee will be advised of the meeting, and the nature of alleged transgression in advance of the meeting itself.
- d. Employees to be entitled to have a representative of their choice for all disciplinary and investigative meetings, the Company must advise the employee of this right before any meeting or interview commences, and the Company can be expected to wait a reasonable amount of time for the representative to be available.
- e. Paper towel in toilets to reduce the chance of spreading Covid-19 & other viruses'.
- f. An improved system for the rotation of employees through the various job functions.
- g. A review of the measurement of performance, or "time off task", including:
 - » a clear and transparent identification of these matters.
 - » employees not to be questioned for "time off task" of less than 5 minutes.
 - » if an employee is questioned about "time off task", performance or a Health and Safety matter, this must be done within one week of the event.
- h. The agreement to be amended to reflect the growing SDA membership onsite, including the inclusion of the SDA in all parts of the agreement which currently refer to the NUW or "the union".
- i. The inclusion of an SDA noticeboard onsite.

APPENDIX A

FAMILY AND DOMESTIC VIOLENCE LEAVE – SDA PROPOSED CLAUSE

Policy/preamble

The Company and the SDA recognise that employees sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family or household member either during a relationship or after separation.

The Company and the SDA are committed to providing support to employees who experience family or domestic violence and will treat all matters with confidentiality.

Definitions

In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: this includes these relationships through fostering, adoption and step families

Family and Domestic Violence Leave

1. **Employees who experience family or domestic violence and require time off work to attend to medical appointments, legal proceedings, relocation or making other safety arrangements, and/or any other related activities, will be entitled to:**
 - a) i) paid leave of 10 days per year; and
 - ii) 5 days unpaid leave.
 - b) use personal leave, as per cl. Xx
2. Consideration will be given to requests for further unpaid leave on a case by case basis, as per cl. Xx
3. An employee who supports a person experiencing family or domestic violence may take carer's leave (as per cl xx) to accompany them to court or hospital or to mind children.
4. **An employee's entitlement to leave associated with family and domestic violence in subclause 1(a):**
 - a) is available in full at the start of each 12 month period of the employee's employment;
 - b) does not accumulate from year to year;
 - c) is available in full to part-time and casual employees.
 - d) is payable at the ordinary rate of pay applicable to the classification of the employee, inclusive of penalties;
 - e) is not payable on termination
5. **Leave associated with family and domestic violence may be taken as:**
 - a) a continuous period;
 - b) a single period of one day;
 - c) any separate period/s of less than one day on which the Company and the employee agree.

Service and continuity

6. The time an employee is on unpaid leave under this clause does not count as service but does not break the employee's continuity of service.

Notice and Evidence Requirements for the taking of leave

7. An employee must:

- a) give the employer notice of the taking of leave under the clause as soon as practicable (which may be a time after the leave has started); and
- b) advise the employer of the period, or expected period, of the leave.

An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 1.

8. Such evidence may include a medical certificate, a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Other Measures and provisions

9. In order to provide support and a safe work environment to an employee experiencing family or domestic violence, the employer will approve any reasonable request for:

- a. changes to their span of hours or pattern of hours and/or shifts
- b. job redesign or change of duties
- c. relocation to suitable employment within the company
- d. a change to their telephone number or email address to avoid harassing contact
- e. any other appropriate measure including those available under existing provisions for family friendly and flexible working arrangements.

10. The company will implement a workplace safety plan with specific measures to minimise the risk that employees will be subject to violent or abusive behavior at work and protocols for dealing with a crisis situation.
11. All personal information concerning matters of family or domestic violence will be kept confidential and may only be divulged in exceptional circumstances, in consultation with the employee, where it is imperative to maintain the safety of the employee and/or co-workers.
12. An employee will not suffer discrimination or adverse action if they disclose an experience of family or domestic violence.
13. One, or more if appropriate, family and domestic violence workplace contact persons shall be appointed to provide a point of first contact for employees experiencing family and domestic violence. The contact person shall be appropriately trained and their contact details disseminated to all employees. An employee who discloses family or domestic violence to another member of the workplace shall be referred to the nominated contact person.
14. The company will ensure the employee has access to relevant employee assistance programs and/or local family and domestic violence specialist resources and be given information regarding support services.