

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/46

TITLE: Costa's Flemington Fresh Produce Distribution Centre N.U.W.
Enterprise Agreement 2001

I.R.C. NO: 2002/121

DATE APPROVED/COMMENCEMENT: 21 January 2002/17 September 2001

TERM: 17 September 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA01/134

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Storeman and Packers
General (State) Award

PARTIES: Costa's Pty Ltd -&- the National Union of Workers, New South Wales Branch



COSTA'S FLEMINGTON

FRESH PRODUCE

**DISTRIBUTION
CENTRE**



N.U.W ENTERPRISE AGREEMENT

2001

COSTA'S FLEMINGTON
 FRESH PRODUCE DISTRIBUTION CENTRE
 N.U.W ENTERPRISE AGREEMENT 2001

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1. Title

This agreement shall be known as the Costa's Flemington, Fresh Produce Distribution Centre N.U.W. Enterprise Agreement 2001.

2. Basic Wage

- i) A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

3. Incidence and Parties Bound

3.1.1 This agreement shall be binding on the Costa's Pty Ltd Flemington Fresh Produce Distribution Centre ("the Company") and the National Union of Workers (NSW Branch) ("the Union") in respect of employees working in the classifications contained within this agreement and who are employed at the Flemington Distribution Centre.

3.1.2 This agreement shall be read in conjunction with the Storeman and Packers General (State) Award. Where there is any inconsistency this Agreement shall take precedence.

3.1.3 A current copy of this agreement shall be accessible for all employees at the workplace.

3.1.4 This agreement shall remain in force for 24 months from the 17th September 2001.

4. Definitions

- i) Full Time Employee

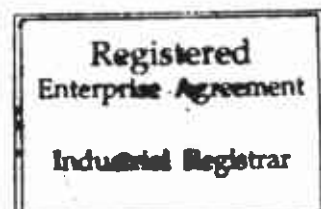
An employee who works on a regular roster totalling 36 hours per week.

- ii) Part Time Employee

An employee who works on a regular roster, a minimum of 16 hours and a maximum of 32 hours over a one week cycle. They shall be entitled to a minimum of 4 hours per day and a maximum of 9 hours per day.

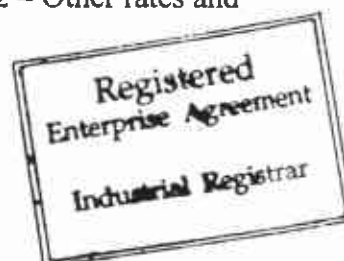
- iii) Casual Employee

An employee who works on a call basis. They shall be engaged by the hour with a minimum engagement of 4 hours per day and a maximum engagement of up to 9 hours per day. The maximum number of hours per week shall be 32.



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- iv) **Fixed Term Employee**
An employee engaged as either a full time or part time employee for a specific period. A fixed term employee shall be advised in writing upon commencement, of the date of termination of such employment.
- v) **Day Worker**
An employee who commences and completes a rostered shift between the hours of 6.00 am and 6.00 pm Monday to Sunday inclusive.
- vi) **Shift Worker**
An employee who commences a rostered shift before 6.00 am or completes a rostered shift later than 6.00 pm Monday to Sunday inclusive.
- vii) **Afternoon Shift**
Means a shift finishing during the period after 6.00 pm and at or before midnight.
- viii) **Night Shift**
Means a shift finishing during the period after midnight or before 8.00 am.
- ix) **Storeperson Grade 1**
An employee who is a new employee and is serving a probationary period of 3 months, which period will include training and supervision to develop the person to Grade 2 status.
- x) **Storeperson Grade 2**
A Storeperson Grade 2 will be required but will not be restricted to the duties of receiving/ selecting/ replenishment/ assembling and unloading goods, cleaning and utilising mechanical, computer technology and electrical devices for the movement control and documentation of goods.
- xi) **Storeperson Grade 3**
An employee who in addition to performing the duties of a Storeperson Grade 2 is principally engaged in the operation of materials handling equipment requiring licensing or certification issued under the relevant WorkCover Regulation or is principally engaged in the co-ordination and control of office despatching duties.
- xii) **Storeperson Grade 4**
An employee who in addition to performing the duties of a storeperson Grade 2 or 3; utilises computer technology for the receipt and control of goods, authorises transactions within a delegated scope on behalf of the company and works principally with minimal supervision and may be responsible for the quality of work of other Storepersons without being responsible for their direction. An employee who is employed as a Storeperson Grade 4 shall be paid per week an amount as set out in Item 1 of Table 2 – Other rates and allowances.



- xiii) **A Week**
For all-purpose of this week shall be 36 hours Monday to Sunday inclusive.

5. Wages

- i) Wages shall be as set out in Table 1 – Wages, of part B, Monetary Rates.
- ii) Part-time employees shall be paid an ordinary hourly rate equal to the appropriate ordinary weekly rate divided by 36. The provisions of this Award with respect to sick leave, annual leave, and holidays shall apply on a pro-rata basis.
- iii) Casual employees shall be paid on an hourly basis equivalent to one-thirty-sixth of the appropriate weekly wage plus 15% casual loading plus 1/12th annual leave loading for ordinary time earnings.
- iv) Where applicable the appropriate shift allowance will be paid in addition to the loading mentioned above.

6. Flexible Workforce

- i) The flexible workforce will consist of casual employees, which will represent 20% of work hours Monday to Sunday during normal times throughout the year. This will be adjusted, after consultation, to meet the needs of the business.

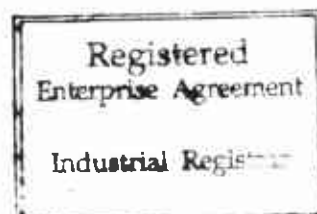
7. Mixed Functions

- i) An employee employed for 2 hours or more hours per day or 10 hours or more per week for work other than that on which the employee regularly is employed and for which a higher rate of pay is provided herein shall receive such higher rate of pay for the whole day or the whole week, as the case may be, whilst so employed.
- ii) If employed for less than 2 hours on any day the employee shall receive such higher rate of pay, whilst so employed.
- iii) No employee shall suffer any reduction in wages if temporarily employed on work other than that on which they were regularly employed and for which a lower rate of pay is provided herein.



8. Hours of work

- i) Ordinary Hours – Full time employees
Full time employee's ordinary hours shall not be less than 6 hours per day or more than 9 hours per day.
- The number of shifts per week will not exceed 5, Monday to Sunday inclusive.
(The shifts shall be worked consecutively unless by mutual Agreement)
- ii) Ordinary Hours Part time employees
Part time employee's ordinary hours shall not be less than 4 hours per day or more than 9 hours per day. The number of shifts per week will not exceed 5, Monday to Sunday inclusive.
- iii) Casuals
A Casual employee will be employed to work a minimum of 4 hours and a maximum of 9 hours in each working shift with a maximum of 32 hours per week.
- iv) Day Worker
A Day Worker's ordinary hours is exclusive of meal breaks.
- v) Shift Worker
A Shift Worker's ordinary hours is inclusive of meal breaks.
- vi) Commencement and Ceasing times
The time of commencing and ceasing shift having been determined may be varied by mutual Agreement in writing, or in the absence of Agreement by 7 - days notice of the alteration given by the Company to the employee.
- vii) Saturday Allowance
A day worker whilst working Saturday as part of their work roster shall be paid an allowance of 60% in addition to the ordinary rate provided for in clause 5 wages.
- viii) Sunday Allowance
A day worker whilst working Sunday as part of their work roster shall be paid an allowance of 100% in addition to the ordinary rate provided for in clause 5 wages.
- ix) Ordinary Hours of work (general)
Ordinary hours extend across 7 days 24 hours a day with the flexibility to roster employees across five consecutive days in seven. (Any transfer of employees between shifts will be facilitated by the calling of volunteers.)

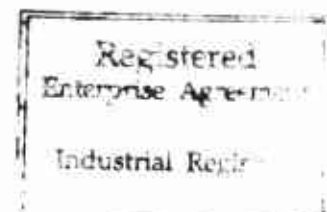


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- x) 36 Hour week maximum
Notwithstanding anything else contained in this clause, ordinary hours shall not exceed 36 hours per week.
- xi) Fixed shift operation
All full time employees on all shifts will be required to work five 7.6 hour shifts per week, with a rostered day off available once per month. As such employee will work an average of 36 hours per week over a four-week cycle.

9. Shift Work

- i) A shift worker whilst on afternoon shift shall be paid a shift allowance of 17.5% in addition to the ordinary rate provided for in clause 5 wages.
- ii) A shift worker whilst on night shift shall be paid a shift allowance of 30% in addition to the ordinary rate provided for in clause 5 wages.
- iii) A shift worker working on Saturday afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 60% in addition to the shift allowance in clauses 10(i), 10(ii).
- iv) A shift worker working on Sunday afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 100% which substitutes for the shift allowances in Clauses 10(i), 10(ii).
- v) Where shifts commence between 11.00 pm and midnight the time so worked before midnight shall not entitle the employee to any allowances applicable to that day, provided that the time worked between 11.00 pm and midnight is applied to any allowance applicable to the day in which the majority of the shift is worked. Where shifts fall partly on two days, the day the major portion of the shift falls on shall be regarded as that day.
- vi) Shift allowances provided in Clauses 10(iii) and 10(iv) shall apply any employee whilst absent on any accrued sick leave.
- vii) Shift allowances shall be payable for absence on annual leave in accordance with Clause 17 hereof.
- viii) A shift worker whilst on early morning shift shall be paid shift allowance of 12.5% in addition to the ordinary rate provided for in Clauses 5 wages.



10. Meal breaks and rest pauses

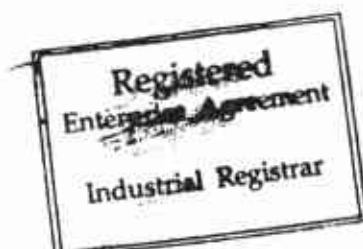
- i) The roster principles set out in clause 9 hours of work shall be applicable provided that:
An employee who works more than five hours shall be provided with an unpaid meal break of between 30 minutes duration. However by mutual agreement an employee who works for more than 5 hours but less than 6 hours is not required to take a meal break.
An employee working in excess of 10 hours on any one day will be provided with an additional unpaid break of thirty minutes.
- ii) Crib break
No employees who works on either afternoon or night shift shall be required to work more than 5 hours without a paid crib break of 20 minutes duration.
- iii) Meal Allowance
An employee who works overtime for more than one hour on any day or shift after the fixed ceasing time shall be paid on such day an amount as set out in Item 2 or Table 2 – Other rates and Allowances, as a meal allowance unless notified prior to the completion of the previous shift of the intention to work such overtime. Such payment shall be made in addition to the normal weekly pay through EFT. Should an employee be notified of the intention to work overtime and then not be called upon to do so they shall be paid the said amount.
- iv) Rest pauses
Employees on all shifts who have worked four consecutive hours will be entitled to a paid ten-minute rest pause.

11. Part time Employees

- i) Any hours worked in excess of rostered hours can be offered to a part-time employee at ordinary rates of pay by mutual agreement up to 32 hours per week.

12. Casual Employment

- i) A casual employee shall be an employee engaged to work within the ordinary span of hours on either day, afternoon or night shift.
- ii) A casual employee will be engaged by the hour with a minimum engagement of 4 hours per day and a maximum of 32 hours per week.
- iii) Casual employees engaged on shiftwork shall be paid on an hourly basis equivalent to a thirty-sixth of the appropriate weekly wage plus the appropriate shift allowance plus 15% loading plus 1/12 holiday rate.



- iv) All casual employees will be paid in arrears as outlined in clause 18 (I) of the Award.

13. Fixed term employment

- i) The intent of temporary full-time or part-time employment is to ensure business needs will be met effectively, during peak periods. Peak periods cover from 1 November to Easter Monday each year.
- ii) Full-time and part-time employees may be engaged for a fixed term, a minimum of 4 weeks and a maximum of 12 weeks.
- iii) Fixed term Full-time and Part-time employees will accrue all rights and entitlements of permanent full-time or part-time employees in accordance with this award.
- iv) All entitlements will be paid out at the completion of the fixed term. If an employee does not complete the fixed term whilst in the companies Employ they shall be entitled to all pro-rata payments for the period of the fixed term contract.

14. Overtime

- i) Overtime shall mean all time worked before the fixed starting time or after the fixed finishing time, or in excess of an average 36 hours per week
- ii) Overtime shall be paid for at the rate of time and one half for the first 2 hours and at the rate of double time thereafter.
- iii) Overtime on a Sunday shall be paid for at the rate of double time and one half for all hours worked. Thereafter.
- iv) The employer may require employees to work reasonable overtime to meet the needs of the business.
- v) Overtime worked on a Public Holiday or Market Picnic Day shall be paid for at the rate of double time and one half. Thereafter.
- vi) As far as practicable, the company seeks to ensure that in the allocation of overtime there will be an equitable distribution among available employees.
- vii) With respect to the offering of overtime to day shift vis a vis afternoon shift vis a vis nightshift, the same policy applies however, in the offering of overtime whilst endeavouring to ensure equity, account must be taken of operational needs.



- viii) In consultation with the employees, the Company will develop a jointly acceptable process for the rostering of available overtime to permanent employees. Any agreed process involving rostered overtime will be introduced on a trial basis and reviewed after an agreed period.

15. Public Holidays

PRESCRIBED PUBLIC HOLIDAYS

- i) A weekly employee shall be entitled without loss of pay, to eleven public holidays per calendar year on the following days:
- New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Queens Birthday, Christmas Day, Boxing Day, Anzac Day and Markets Picnic Day (substitutes for Union Picnic Day).
- ii) Where a public holiday falls outside a weekly employee's roster, the employee will be entitled to their first rostered working day following such public holidays as their public holidays. Eg. For a Tuesday to Saturday worker Easter Monday falls outside their normal roster therefore, the Tuesday following this day would become the public holiday for this worker.
- iii) Part-time employees will receive pro-rate benefit calculated on the basis of their average weekly hours. Eg. If a part-time employee works 20 hours a week then they would be entitled to 44 public holiday hours.
- iv) Casual employees who perform work on a public holiday (as set out in sub clause i.) shall be paid the rate of prescribed for permanent employees as outlined in sub clause v.
- v) Public Holiday – Penalty rates – Where work is performed on a public holiday, a normal days wage at the base hourly rate + 150% public holiday allowance will be paid to each employee for all hours worked. This public holiday allowance will be paid in lieu of any normal shift loading.
- vi) Where a public holiday occurs on a weekly employees normal rostered working day and the employee does not work, a normal days wage will be the base hourly rate + shift loading (where applicable).
- vii) Absence before or after a public holiday. – Where an employee is absent from his or her employment on the working day before or after a holiday or a rostered day off without reasonable excuse or without the consent of the employer, he or she may not be entitled to payment for such holiday.



16. Annual Leave

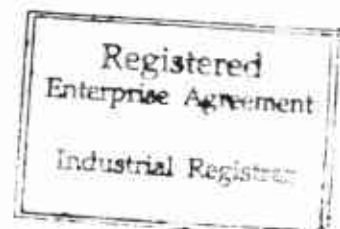
- i) See Annual Leave Act, 1944, as amended.
- ii) An employee at the time of entering upon a period of annual leave, in accordance with the said Annual Holidays Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of a loading of 17.5% on the employee's ordinary weekly rate of pay, including shift loading, where appropriate.

17. Payment of Wages

- i) All staff on all shifts will be paid their total wages, including overtime, annual leave loading, annual leave pay, all penalties and allowances by EFT in arrears, provided that;
- ii) Employees will be able to split weekly wages between a maximum of two bank accounts. A fixed amount must be nominated for payment into one account each week, with the remainder of wages being paid into a second nominated account.
- iii) Employees will be issued with a weekly pay slip indicating weekly pay details including all allowances and penalties and the current entitlements of employees to long service and annual leave.
- iv) A banking allowance of 30 cents will be paid each week to compensate for the potential bank fees.
- v) All employees shall be paid during work hours on a day not later than Thursday of each week. Electronic funds transfer shall pay all employees.
- vi) Employees employed prior to December 1994 will continue to be paid up to one week in advance.

18. Grievance Procedure

- i) It is agreed that every endeavour will be made by the parties bound by this award to amicably settle any grievance which may arise in the workplace by direct negotiation and consultation between the parties to this award.
- ii) Should a grievance or claim arise between the employer and any employee, the parties shall confer in good faith with a view to resolving the matter by conciliation in accordance with the following procedure:



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- a) Should any matter occur which gives cause for concern to an employee, the employee shall raise such matter with the responsible Line Manager.
 - b) If not then settled to the employee's satisfaction the employee shall draw such matter to the attention of the elected union delegate of that shift.
 - c) If still not satisfactorily settled, the union delegate shall approach the next level of Manager at Flemington Distribution Centre.
 - d) The matter shall then be discussed between the employee; the employee's Line Manager, the elected Union delegate and the Manager, Flemington Distribution Centre.
 - e) If the matter is still not resolved, the elected union delegate shall advise the appropriate union official as nominated by the State Secretary of the NUW. Discussions will then be held between the nominated representative of the Company and the appropriate Union official.
 - f) If the matter is still not settled, either party may refer it to the N.S.W Industrial Relations Commission.
- iii) General
During discussion the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter-giving rise to the dispute.

19. Terms of Engagement

- i) All employment will be on a weekly basis except casuals who shall be on an hourly basis.
- ii) Employment of full time and part time employees in their first week will be on a day to day basis and can be terminated by either party.
- iii) Employment of full time and part time employees during the first three (3) months of service shall be probationary and from day to day at the weekly rate, terminable by a weeks notice on either side but the company shall indicate clearly to an employee at the time of engagement whether the employee is being engaged as a full time or part time employee.
- iv) Formal Counselling Procedure
Employees other than probationary employees will be subject to a formal counselling procedure before termination can take place. This procedure being:



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- a) First Counselling – explaining reasons with the union delegate present if so requested by the employee.
- b) Second Counselling – explaining reasons with the union delegate if so requested by the employee.
- c) Dismissal – explaining reasons with the union delegate present if so requested by the employee.
- d) Written details will be kept of all meetings.
- e) A copy of the written details referred to in subclause (c) will be forwarded to the employee and the Union Secretary in respect of employees who are members of the union.
- f) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.

20. Sick Leave

All permanent full time employees will be entitled to 36 hours paid sick leave in the first year and 72 paid hours for each subsequent year, provided that:

- i) A medical certificate is provided for a period of two consecutive working days or more.
- ii) A medical certificate is provided for any amount of sick leave in excess of two independent days per calendar year.
- iii) A medical certificate can be requested by the company for any sick leave taken within the first three months of service for any employee.
- iv) An employee who is absent without leave either preceding or following a Public holiday or rostered day off shall be liable to forfeit wages for that day except where the employee produces medical evidence that is satisfactory to the employer, to the extent that his or her absence was caused through personal injury or illness.
- v) Unused sick leave will accrue from year to year subject to the conditions prescribed by this clause.

21. Long Service Leave

- i) See Long Service Leave act 1955, as amended.



21. Long Service Leave

- i) See Long Service Leave act 1955, as amended.

22. Parental Leave

- i) See Industrial Relations act 1996.

23. Compassionate Leave

- i) An employee shall, on the death of a wife, husband, father, mother, brother, sister, child, step-child, grandchild, parent-in-law, Foster-parent, or grandparent, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work.
- ii) Proof of death shall be furnished by the employee to the satisfaction of the employer if they so request, together with proof of attendance in the case of a funeral outside Australia.
- iii) Where the death of the named relative herein occurs outside Australia and the employee does not attend the funeral, he shall be entitled to one day only, unless he can demonstrate to his employer that additional time up to a period of three days was justified. Provided that this Clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlements to leave.
- iv) For the purposes of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

24. First Aid Outfit and Allowance

See Occupational Health and Safety Act 1983, as amended.

- i) In each place where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees, an efficient first-aid outfit.
- ii) An employee, qualified to St John Ambulance standard or equivalent appointed to act as a first aid attendant shall be paid an allowance as set out in Item 3 of Table 2 – Other rates and allowances.



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- iii) Should an employer require an employee to undertake a course to qualify to St John Ambulance standard or equivalent, the employer shall pay for such costs of tuition and required texts (if any) as are prescribed by the organisation conducting the course.
- iv) A Maximum of one qualified first aid attendant per shift per 25 employees of any one shift shall be appointed.

25. Jury Service

- i) An employee on weekly hiring shall be allowed leave of absence to attend for jury service during their ordinary hours, "or in case of a night or afternoon shift employee employed under of this award the shift immediately proceeding attendance". The employee shall be reimbursed an amount equal to the difference between the amount paid in respect of the attendance for such jury service, and the amount of wages the employee would have received in respect to the ordinary time worked had the employee not been on jury service.
- ii) An employee shall notify the employer as soon as possible of the date upon which the employer is required to attend for jury service. Further, the employee shall give the employer proof attendance, the duration of such attendance and the amount received in respect of such jury service.

26. Notice Board

- i) The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the Distribution Centre so that it will be reasonably accessible to all employees working under the award. Accredited union representatives shall be permitted to put on the notice board, formal union notices.

27. Superannuation

- i) The company will pay superannuation contributions, in accordance with government legislation, into the Coles Myer Employees Benefits Fund, which complying fund under the Insurance and Superannuation commission regulations.

28. General Conditions

- i) Each employee on the termination of their employment shall, on request be given a statement, in writing signed by the employer or the manager, stating the position held by the employee and their length of service.



- ii) Employees shall be provided with reasonable dining facilities, adequate washing and toilet facilities and a plentiful supply of hot water.

29. Consultative Committee

- i) An on site Consultative committee with be representative of management and staff. Training will be provided to ensure the effective utilisation of the committee for a range of issues including the identification and recommendation of further improvements to productivity and efficiency. The committee will be required to put forward complete recommendations and relevant information regarding the achievement of identified efficiencies including suggested implementation procedures along with agreement from the majority of employees.

30. Display of the Award

- i) A copy of this award will be displayed for the access of all employees.

31. Union Recognition and Membership

- i) For the duration of this Agreement, Costa's Flemington recognises the National Union of Workers as being the union that shall have exclusive representation of all employees in related classifications who are covered by this award. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Award or not.
- ii) It is the policy of Costa's Flemington that all its employees subject to this award shall be given the opportunity to join the National Union of Workers (N.S.W. Branch).
- iii) Costa's Flemington undertakes upon authorisation to deduct Union memberships dues, as levied by the National Union of Workers (N.S.W Branch) in accordance with its rules, from the pay of employees who are members of the National Union of Workers (N.S.W Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.



32. Personal/Carers Leave

- 1) Use of Sick Leave
- a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 21, sick leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- c) The entitlement to use sick leave in accordance with this subclause is subject to:
- d) the employee being responsible for the care of the person concerned; and
- e) the person being:
- f) a spouse of the employee; or
- g) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- h) a child or an adult (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- i) a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis; or
- j) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
"Relative" means a person related by blood, marriage or affinity;
"Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
"Household" means a family living in the same domestic dwelling.



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k) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee, shall notice the employer by telephone of such absence of the first opportunity on the day of absence.

2. Unpaid Leave for Family Purpose

a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph c) of subclause (1) who is ill.

3. Annual Leave

a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in a single day periods or part thereof, in any calendar year at the time or times agreed by the parties.

b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

c) An employee or employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

4. Time off in Lieu of payment for overtime

a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period on termination.

d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

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5. Make up time

- a) An employee may elect, with the consent of the employer, to work "make up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- b) An employee on shift work may elect, with the consent of the employer, to work "make up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rates which have been applicable to the hours taken off.

6. Rostered Days off

- a) An employee may elect, with the consent of the employer, to take a rostered day off at any time
- b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank or be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- d) The subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union (s) to participate in negotiations.

33 Trade Union Delegates Leave

- i. The Company will provide up to a total of four (4) days paid leave per year, for elected site delegates to attend authorised trade union business held during the delegates normal work hours.
- ii. One union delegate per shift only, will be granted approval to attend authorised union delegates meetings held during normal work hours. The Company will require a signed request from the State Secretary of the relevant union before paid leave is approved.



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- iii. The Company will require a signed request from the State Secretary of the union before paid leave is approved to attend Trade Union Training Courses. Where a site delegate has been approved to attend an authorised Trade Union Training Course, the Company undertakes to release the employee without lose of ordinary pay only. All other costs ie, travel to or from the course venue, accommodation, etc, are the responsibilities of the delegate and / or their union.
- iv. One union delegate per shift only, will be granted approval to attend authorised Trade Union Training at any one time.
- v. The Company will provide a maximum of two (2) days paid leave per elected site delegate, for the purpose of attending union authorised delegates training.

34 Relocation

- i. It is agreed that should the Company relocate all or part of its operation from its present location at the Flemington Markets, this agreement will stay in effect and apply to the new site for the duration of the life of this agreement, or until a new agreement has been struck between the Company and the NUW.

35 Job Function

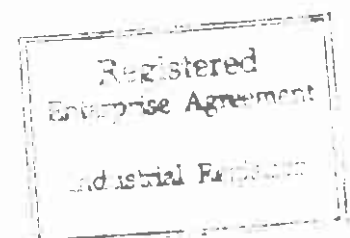
- i. Management and Supervisors will not be used in job functions currently performed by Storepersons.

36 Redundancies

- i. Leave is reserved for the parties to negotiate a redundancy package during the life of this agreement. Should there be need for redundancies, the Company commits to negotiate with the union, prior to the redundancies occurring.

37 Contracting Out of Existing Work

- i. Should the need arise for outside contracting of existing work, the Company will consult with the union prior to any such work taking place.



PART B

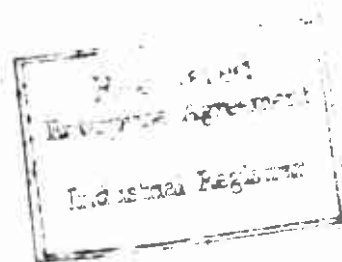
MONETARY RATES

TABLE 1 - WAGES

Classification	As at 17.09.2001	As at 16.09.2002
Grade 1	\$642.10	\$661.36
Grade 2	\$642.10	\$661.36
Grade 3	\$656.85	\$676.56
Grade 4	\$656.85	\$676.56

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Description	
1	4(xii)	L/H Allowance	\$29.90pw
2	11(iii)	Meal Allowance	\$8.80
3	25(iii)	First Aid Allowance	\$13.83



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 per D. BELAN

Date 4/1/02

Signed for and on behalf of the National
Union of Workers (NSW Branch)



Date 21/12/01

Signed for and on behalf of Costa's Pty Ltd
Flemington Fresh Produce Distribution Centre, NSW

