

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/134

**TITLE: Costa's Flemington, Fresh Produce Distribution Centre N.U.W.
Enterprise Agreement 1999**

I.R.C. NO: 2001/1750

DATE APPROVED/COMMENCEMENT: 30 March 2001/ 15 September 1999

TERM: _____ 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 18 May 2001

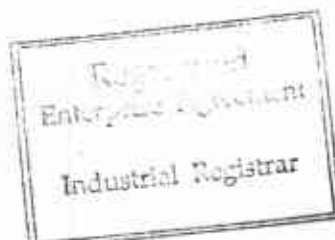
DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

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

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

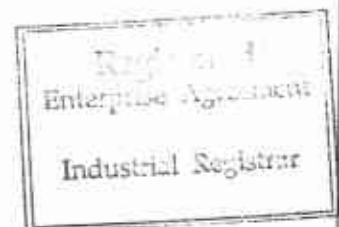


COSTA'S FLEMINGTON
FRESH PRODUCE DISTRIBUTION CENTRE
N.U.W ENTERPRISE AGREEMENT 1999

COSTA'S FLEMINGTON

FRESH PRODUCE

DISTRIBUTION
CENTRE



N.U.W ENTERPRISE AGREEMENT

1999

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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 1999.

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 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.

3.2 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.

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

3.4 This agreement shall remain in force for 24 months from the 15th September 1999.

COSTA'S FLEMINGTON
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N.U.W ENTERPRISE AGREEMENT 1999

viii) Night Shift

Means a shift finishing during the period after midnight or before 8.00am.

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

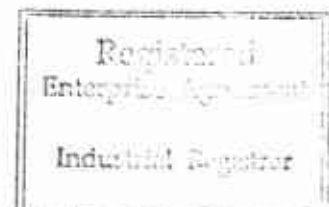
A Storeperson Grade 2 will be required but will not be restricted to the duties of receiving/ selecting/ replenishment/ assembling and unloading goods, cleaning and utilising mechanical, computer technology and electrical devices for the movement control and documentation of goods.

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.



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

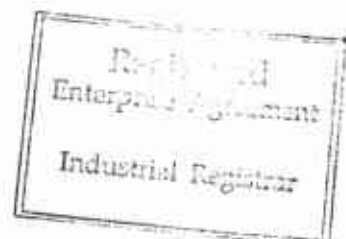
A Day worker's ordinary hours is exclusive of meal breaks.

v) Shift Worker

A Shift Worker's ordinary hours is inclusive of meal breaks.

vi) Commencement and Ceasing times.

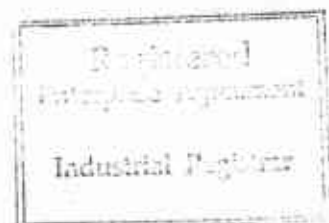
The time of commencing and ceasing shift having been determined may be varied by mutual Agreement in writing, or in the absence of Agreement by 7 days notice of the alteration given by the Company to the employee.



COSTA'S FLEMINGTON
FRESH PRODUCE DISTRIBUTION CENTRE
N.U.W ENTERPRISE AGREEMENT 1999

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 11.00pm 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 11.00pm 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.



11. Part time Employees

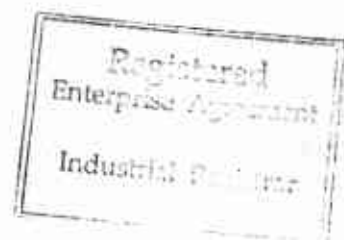
Any hours worked in excess of rostered hours can be offered to a part-time employee at ordinary rates of pay by mutual agreement up to 32 hours per week.

12. Casual Employment

- i) A casual employee shall be an employee engaged to work within the ordinary span of hours on either day, afternoon shift 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 on 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.

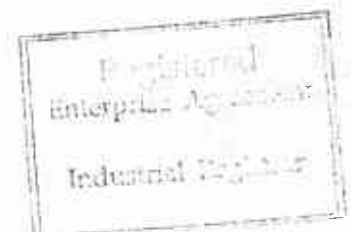


15. Public Holidays

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 holiday. 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 a pro-rata 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 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

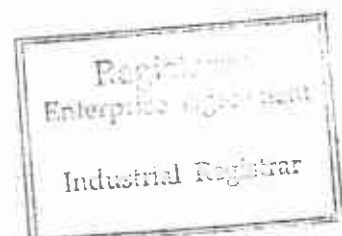


18. Grievance Procedure

- 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:
 - ❖ Should any matter occur which gives cause for concern to an employee, the employee shall raise such matter with the responsible Line Manager.
 - ❖ 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.
 - ❖ If still not satisfactorily settled, the union delegate shall approach the next level of Manager at Flemington Distribution Centre.
 - ❖ The matter shall then be discussed between the employee; the employee's Line Manager, the elected Union delegate and the Manager, Flemington Distribution Centre.
 - ❖ If the matter is still not resolved, the elected union delegate shall advise the appropriate union official a 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.
 - ❖ If the matter is still not settled, either party may refer it to the N.S.W Industrial Relations Commission.

General

- iii) 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.



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 cause 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

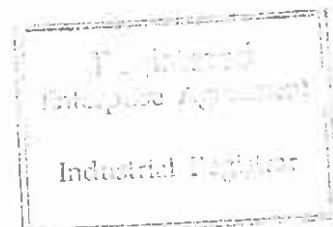
See Long service leave act 1955, as amended.

22. Parental Leave

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.



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 preceding such 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 of 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 of attendance, the duration of such attendance and the amount received in respect of such jury service.

26. Notice Board

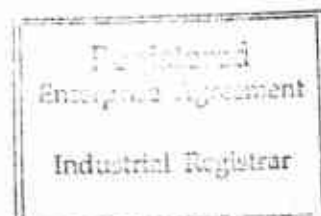
The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the Distribution Centre so that it will be reasonably accessible to all employees working under the award. Accredited union representatives shall be permitted to put on the notice board, formal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

27. Superannuation

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

28. General Conditions

- i) Each employee on the termination on 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.

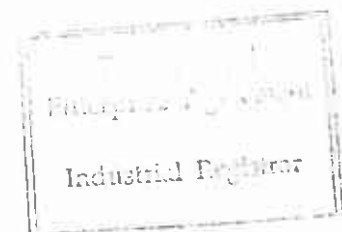


COSTA'S FLEMINGTON
FRESH PRODUCE DISTRIBUTION CENTRE
N.U.W ENTERPRISE AGREEMENT 1999

32. Personal/Carers Leave.

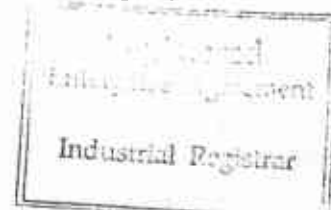
1) Use of sick leave

- 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 de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with 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 child (including and 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:



**COSTA'S FLEMINGTON
FRESH PRODUCE DISTRIBUTION CENTRE
N.U.W ENTERPRISE AGREEMENT 1999**

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 or 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.
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 would 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 to be drawn upon at a time mutually agreed between the employer



**COSTA'S FLEMINGTON
FRESH PRODUCE DISTRIBUTION CENTRE
N.U.W ENTERPRISE AGREEMENT 1999**

Part B

Monetary Rates

TABLE 1 - WAGES

Classification	As at 15.9.99	As at 15.9.00
Grade 1	\$599.42	\$623.40
Grade 2	\$599.42	\$623.40
Grade 3	\$613.19	\$637.72
Grade 4	\$613.19	\$637.72

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Description	
1	5(xii)	L/h Allowance	\$29.40 pw
2	11(iii)	Meal allowance	\$8.33
3	25(iii)	First Aid Allowance	\$13.83

