

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/367

**TITLE: Costa Logistics Eastern Creek Fresh Produce
Distribution Centre NUW Enterprise Agreement 2005**

I.R.C. NO: IRC5/5125

DATE APPROVED/COMMENCEMENT: 17 October 2005 / 17 September 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/9.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: the Agreement Applies to All Employees Employed By Costa's Pty Ltd at Its Eastern Creek Distribution Centre, Engaged in the Classifications of Storeperson Grades 1-4 Who Fall Within the Coverage of the Storemen and Packers General (State) Award.

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

COSTA LOGISTICS EASTERN CREEK

FRESH PRODUCE

DISTRIBUTION CENTRE

NUW ENTERPRISE AGREEMENT 2005

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1. Title

This agreement shall be known as the "Costa Logistics' Eastern Creek Fresh Produce Distribution Centre NUW Enterprise Agreement 2005".

2. Basic Wage

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 5.1.

3. Incidence and Parties Bound

3.1 This agreement shall be binding on the Costa's Pty Ltd Eastern Creek 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 Eastern Creek 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 17th September 2005.

3.5 The parties to this agreement agree to hold discussions should the nature of products handled by the Eastern Creek distribution centre change from predominantly fresh produce. The discussions will review the impact of the changes, the continuing application of this Agreement and the impact of the changes on occupational health and safety and operational requirements.

4. Definitions

4.1 Full Time Employee - an employee who works on a regular roster totalling 36 hours per week.

4.2 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.

4.3 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. This agreement shall apply to all casual and agency employees who are engaged to undertake any of the callings covered by this agreement as described in Clause 4 of this agreement whether direct employees of Costa's Pty Ltd. or not.

4.4 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.

4.5 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.

4.6 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.

4.7 Afternoon Shift - means a shift finishing during the period after 6.00 pm and at or before midnight.

4.8 Night Shift - means a shift finishing during the period after midnight or before 8.00 am.

4.9 Storeperson Grade 1 - an employee who is a new employee and is serving a probationary period of three (3) months, which period will include training and supervision to develop the person to Grade 2 status.

4.10 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.

4.11 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.

4.12 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.

4.13 A Week - for all-purpose of this, week shall be 36 hours Monday to Sunday inclusive.

5. Wages

5.1 Wages shall be as set out in Table 1 - Wages, of part B. Monetary Rates.

- Wage increase 1: 4.5% increase on base rate and allowances (as specified in Table 2) to apply from the first full pay period on or after 17th September 2005.
- Wage increase 2: 4.5% increase on base rate and allowances (as specified in Table 2) to apply from the first full pay period on or after 17th September 2006.

5.2 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.

5.3 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.

5.4 Where applicable the appropriate shift allowance will be paid in addition to the loading mentioned above.

6. Flexible Workforce

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

7.1 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.

7.2 If employed for less than 2 hours on any day the employee shall receive such higher rate of pay, whilst so employed.

7.3 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

8.1 Ordinary Hours - Full Time Employees: Full Time employees' 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).

8.2 Ordinary Hours - Part Time Employees: Part Time employees' 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.

8.3 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.

8.4 Day Worker: A Day Worker's ordinary hours is exclusive of meal breaks.

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

8.6 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(s).

8.7 Saturday Allowance: A day worker whilst working Saturday as part of their work roster shall be paid allowance of 60% in addition to the ordinary rate provided for in Clause 5 - Wages.

8.8 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.

8.9 Ordinary Hours of Work (general): Ordinary hours extend from 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).

8.10 36 Hour Week Maximum: Notwithstanding anything else contained in this clause, ordinary hours shall not exceed 36 hours per week.

8.11 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

9.1 A shift worker whilst on afternoon shift shall be paid a shift allowance of 17.5% in addition to the ordinary rate provided for Clause 5 - Wages.

9.2 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.

9.3 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 9.1 and 9.2.

9.4 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 9.1 and 9.2.

9.5 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.

9.6 Shift allowances provided in Clauses 9.3 and 9.4 shall apply to any employee whilst absent on any accrued sick leave.

9.7 Shift allowances shall be payable for absence on annual leave in accordance with Clause 17 hereof.

9.8 A shift worker whilst on early morning shift shall be paid shift allowance of 12.5% in addition to the ordinary rate provided for Clause 5 - Wages.

10. Meal Breaks and Rest Pauses

10.1 The roster principles set out in Clause 8 - Hours of Work, shall be applicable provided that:

(a) 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.

(b) An employee working in excess of 10 hours on any one day will be provided with an additional unpaid break of thirty minutes.

10.2 Crib Break: No employees who work on either afternoon or night shift shall be required to work more than 5 hours without a paid crib break of 20 minutes duration.

10.3 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.

10.4 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

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

12.1 A casual employee shall be an employee engaged to work within the ordinary span of hours on either day, afternoon or night shift.

12.2 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.

12.3 Casual employees engaged on shift work shall be paid on an hourly basis equivalent to one-thirty-sixth of the appropriate weekly wage plus the appropriate shift allowance plus 15% loading plus 1/12 holiday rate.

12.4 All casual employees will be paid in arrears as outlined in Clause 17.1 of the Award.

13. Fixed Term Employment

13.1 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 1st November to Easter Monday each year.

13.2 Full time and part time employees may be engaged for a fixed term, a minimum of 4 weeks and a maximum of 12 weeks.

13.3 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.

13.4 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 company's employ, they shall be entitled to all pro rata payments for the period of the fixed term contract

14. Overtime

14.1 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.

14.2 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.

14.3 Overtime on a Sunday shall be paid for at the rate of double time and one half for all hours worked thereafter.

14.4 The employer may require employees to work reasonable overtime to meet the needs of the business.

14.5 Overtime worked on Public Holidays or Costa's Eastern Creek Picnic Day shall be paid for at the rate of double time and one half thereafter.

14.6 As far as practicable, the company seeks to ensure that in the allocation of overtime there will be an equitable distribution among available employees.

14.7 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.

14.8 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

15.1 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, Queen's Birthday, Christmas Day, Boxing Day, Anzac Day and Costa's Eastern Creek Picnic Day.

15.2 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, e.g. 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.

15.3 Part-time employees will receive pro rata benefit calculated on the basis of their average weekly hours, e.g. if a part-time employee works 20 hours a week then they would be entitled to 44 public holiday hours.

15.4 Casual employees who perform work on a public holiday (as set out in sub-clause 15.1) shall be paid the rate of prescribed for permanent employees as outlined in sub clause 15.5.

15.5 Public Holiday - Penalty Rates: Where work is performed on a public holiday, a normal day's 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.

15.6 Where a public holiday occurs on a weekly employee's normal rostered working day and the employee does not work, a normal day's wage will be the base hourly rate + shift loading (where applicable).

15.7 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

16.1 See Annual Leave Act, 1944, as amended.

16.2 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.

16.3 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five single days in single-day periods, in any calendar year at a time or times agreed by the parties. The taking of leave in this way shall be subject to the following conditions:

- (a) The taking of annual leave must be by agreement, and will take into consideration customer demands and production needs.
- (b) Annual leave will not be granted for part days.
- (c) Employees will be required to provide at least two weeks' notice prior to the taking of annual leave in this way.

16.4 Access to annual leave, as prescribed in this clause, shall be exclusive of any shut down period provided for elsewhere under this Award.

17. Payment of Wages

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;

- (a) 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.
- (b) 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.
- (d) 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.

18. Grievance Procedure

18.1 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.

18.2 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:

- (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 Eastern Creek Distribution Centre.
- (d) The matter shall then be discussed between the employee, the employee's Line Manager, the elected Union delegate and the Manager, Eastern Creek 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 National Union of Workers NSW Branch. 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 NSW Industrial Relations Commission

18.3 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

19.1 All employment will be on a weekly basis except casuals who shall be on an hourly basis.

19.2 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.

19.3 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 week's 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.

19.4 Formal Counselling Procedure: Employees other than probationary employees will be subject to a formal counselling procedure before termination can take place. This procedure being:

- (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 sub-clause (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

20.1 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:

- (a) A medical certificate is provided for a period of two consecutive working days or more.

- (b) A medical certificate is provided for any amount of sick leave in excess of two independent days per calendar year.
- (c) A medical certificate can be requested by the company for any sick leave taken within the first three months of service for any employee.
- (d) 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.
- (e) 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.

21.1 Application of shift rates when on LSL. Employees who have accrued all or part of their LSL while on shift work will be paid their LSL entitlements at a rate equivalent to the averaged proportion of time on shift work when taking LSL. The rate of pay used to calculate the average applicable LSL rate shall be the rate of pay at the time of taking LSL.

21.2 The averaging of the LSL rate as outlined in clause 21.1 will not apply where LSL is paid out on termination of employment for any reason.

22. Parental Leave

See *Industrial Relations Act 1996*.

23. Compassionate Leave

23.1 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.

23.2 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

23.3 Where the death of the name 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 clause shall have no operation while the period of entitlement to leave under it coincides with any other period o entitlements to leave.

23.4 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.

24.1 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.

24.2 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

24.3 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.

24.4 A maximum of one qualified First aid attendant per shift per 25 employees of any one shift shall be appointed.

25. Jury Service

25.1 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 this award the shift immediately preceding attendance". The employee shall be reimbursed an amount equal to the difference between the amount paid in respect of the attendance for each 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.

25.2 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 to a company approved superannuation fund, complying with the Insurance and Superannuation Commission Regulations.

28. General Conditions

28.1 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.

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

29. Consultative Committee

An on-site Consultative Committee will 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

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

31. Union Recognition and Membership

31.1 For the duration of this Agreement, Costa's Eastern Creek recognises the National Union of Workers NSW Branch 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.

31.2 It is the policy of Costa's Eastern Creek that all its employees subject to this award shall be given the opportunity to join the National Union of Workers NSW Branch.

31.3 Costa's Eastern Creek undertakes upon authorisation to deduct Union membership dues, as levied by the National Union of Workers NSW Branch in accordance with its rules, from the pay of employees who are members of the National Union of Workers NSW 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

32.1 Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-paragraph (ii) of sub-paragraph 32.1(c) who needs the employee's care and support, shall be entitled to use (in accordance with this sub-clause) any current or accrued sick leave entitlement, provided for in Clause 20 - 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 no circumstances, an employee must not take Carer's Leave under this sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person being:
 - (a) a spouse of the employee;
 - (b) a de facto 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
 - (c) 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
 - (d) a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where for the purposes of this sub-paragraph: "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.
 - (f) 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 or such absence at the first opportunity on the day of absence.

32.2 Unpaid Leave for Family Purpose:

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 sub-paragraph (ii) of paragraph (c) of sub-clause 32.1.

32.3 Time Off in Lieu for 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 sub-clause, 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.

32.4 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.

32.5 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 sub-clause 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

33.1 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.

33.2 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.

33.3 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 loss of ordinary pay only. All other costs, i.e. travel to or from the course venue, accommodation etc. are the responsibilities of the delegate and/or their union.

33.4 One union delegate per shift only, will be granted approval to attend authorised Trade Union Training at any one time.

33.5 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

34.1 It is agreed that should the company relocate all or part of its operation from its present location at the Eastern Creek site, 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 National Union of Workers NSW Branch.

34.2 Payment of Accrued annual Leave Entitlement on Relocation:

Those employees currently on afternoon shift or night shift who have accrued annual leave and whose shift is affected as a result of relocation (shift changed within 18 months of relocation anniversary) will be paid the difference between the shift rate annual leave entitlement and day rate annual leave entitlement as a one off payment. The annual leave accrued entitlement will not change until leave is taken.

35. Job Function

Management and Supervisors will not be used in job functions currently performed by storepersons.

36. Redundancies

The company has no plans to implement redundancies at this time. If due to internal or external factors there is a need to review this position, the company undertakes to consult with its employees and the union.

37. Contracting Out of Existing Work

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

38. Transmission of Business

Where the Costa's Logistics Eastern Creek Distribution Centre is after the date of this agreement transmitted from an employer (in this clause called the transmitter) to another employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmitter in the business becomes an employee of the transmittee:

The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

and

The period of employment that the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

39. No Extra Claims

For the term of this Agreement neither party shall pursue an extra claim during the life of this Agreement.

PART B

Monetary Rates

Classification	As at 17th September 2005*	As at the 17th September 2006*
Grade 1	\$762.40	\$796.71
Grade 2	\$762.40	\$796.71
Grade 3	\$779.48	\$815.03
Grade 4	\$779.48	\$815.03

* Increases to apply on first full pay period on or after the 17th September.

Allowances

Allowance	As at the 17th September 2005*	As at the 17th September 2006*
Leading Hand	\$34.45	\$36.00
Meal	\$10.14	\$10.59
First Aid	\$15.94	\$16.65

* Increases to apply on first full pay period on or after the 17th September.

..... Date / /
 Signed for and on behalf of the
National Union of Workers NSW Branch

.....Date / /
 Signed for and on behalf of the
Costa's Pty Ltd Eastern Creek
Fresh Produce Distribution Centre, NSW