

Summary of Changes for the Enterprise Agreement

This document has been developed to provide employees with a summary of proposed changes as a result of Enterprise Agreement negotiations. The proposed new Agreement will be called the Costa (Berry Category) Enterprise Agreement 2023 – 2027 (in this document referred to as the Proposed Agreement or the Agreement) and will replace the previous Costa (Berry Category) Enterprise Agreement 2019 – 2023.

This document should be read in conjunction with the proposed Agreement document. Employees should familiarise themselves with the relevant changes, and where further information on the proposed clauses is required, read the relevant clauses in full in the proposed Enterprise Agreement. This document compares the proposed Costa (Berry Category) Enterprise Agreement to the Horticulture Award (referred to as “the Award” within this document).

HR Representatives are also available and should be contacted for clarification on any point.

Clause	Current EA Position	Change	Impact	Horticulture Award
1. Title		Title updated to reflect new term, 2023 – 2027.		
2. Agreement Clauses		Page numbers and altered clause titles updated.		
3. Area, incident, and parties bound	<p>The current Enterprise Agreement covers all roles that fall under the Horticulture Award, as outlined in Schedule A of the document.</p> <p>All other roles will be managed through their relevant Award.</p>	Updated to enable addition of cleaners to the scope of the Enterprise Agreement.	Addition of cleaners to the scope of the Agreement.	The Enterprise Agreement has the same coverage as the Horticulture Award with the addition of cleaners.

4. Date and period of operation	Current Agreement expiry date is 30 June 2023.	Change in wording to clarify the commencement of the proposed agreement. Nominal date of expiry changed to 30 June 2027.		
5. Relationship to awards and standards	This Agreement determines all the terms and conditions of employees.	Change in wording to reflect that when the NES provides a greater benefit than a provision in this EA, the NES provision will apply.	In line with the previous Agreement, all terms and conditions of employment are contained within the Enterprise Agreement.	
6. No extra claims		No changes.		
7. Aims of the Agreement	This clause in the Agreement outlines the aims of the Agreement.	No changes.		
8. Consultation	This clause in the Agreement outlines the process for consultation.	Updated wording in line with Horticulture Award.		Clause 28 and 29 of the Award have been merged within this Agreement with all principles in the Award replicated.
9. Acceptable Behaviour	This clause in the current EA outlines what is considered acceptable behaviour.	No changes.		This clause is in addition to the Award.
10. Individual Flexibility Arrangements	This clause in the current Agreement outlines the process for when individual variations to the terms of the Agreement are made.	No changes.		This clause contains the same principles as the Award, with variations in the exact wording.

<p>11. Grandfathering Provisions</p>	<p>This clause outlines the arrangements for permanent employees that were covered by the 2015 – 2019 Costa (Berry Category) Enterprise Agreement and have remained under the terms of this clause for the period of the current Enterprise Agreement.</p>	<p>Update in wording for clarification.</p>	<p>Ensures understanding of who is covered by this clause.</p>	<p>This clause is in addition to the Award.</p>
<p>12. Type of Employment</p>	<p>This clause in the current Agreement outlines the types of employment available and notice periods required.</p>	<p>No changes.</p>		<p>The definitions of full time, part time and casual employees in the Agreement match the Award.</p> <p>The Agreement includes the option of a maximum term employee.</p> <p>The Agreement permits for all casual employees, to access the 2 hours minimum engagement clause. Minimum engagement is within Clause 34 – Minimum Engagement.</p> <p>The Agreement refers to the 25% casual loading within Clause 25 – Rates of Pay.</p>

<p>13. Termination of employment and Redundancy</p>	<p>This clause outlines the process for redundancy and notice of termination.</p>	<p>No changes.</p>		<p>In line with the Award, the Agreement refers to the NES for redundancy payments.</p> <p>The Award clause “transfer to lower paid duties” is not included in the Agreement as the Agreement includes Clause 37 – Labour Flexibility which outlines the process for redeployment of employees into different roles across the business, including during a redundancy process.</p>
<p>14. Right to Request Casual Conversion</p>	<p>This clause in the current EA outlines the process of Casual Conversion.</p>	<p>Changed wording to refer to the NES. An extract of these NES provisions is added in schedule E.</p>	<p>The NES provides for Casual Conversion. By referring to the NES we assure that this clause doesn't become inaccurate.</p>	<p>The Agreement includes an extract from the NES for casual conversion requirements. In comparison, the Award references the NES</p>

<p>15. Ordinary hours</p>	<p>This clause in the current Agreement provides information on number of hours to be worked each week and days to be worked.</p>	<p>No changes. (As per the undertakings; clause 15.4 is struck out.)</p>	<p><u>Permanent Employees</u> The Award lists ordinary hours as no more than 152 hours worked over four weeks, Monday to Friday (or Saturday with agreement), between 6am and 6pm, and no more than 8 hours per day (or 12 hours with agreement).</p> <p>The Agreement lists ordinary hours for permanent and maximum term employees in line with the Award, as no more than 152 hours worked over four weeks.</p> <p>The Agreement differs from the Award because it lists ordinary hours as Monday to Saturday, 5am and 5pm, with no more than 12 hours per day or per engagement. Hours worked outside of the ordinary hours will be paid at the appropriate overtime rate.</p> <p><u>Casual Employees</u> The Award lists ordinary hours as no more than</p>
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			<p>304 hours worked over eight weeks, Monday to Sunday between 5am and 8.30pm, and no more than 12 hours per day or per engagement. The Agreement matches these ordinary hours for casual employees.</p> <p>In line with the Award, the Agreement permits for the ordinary hours of work to be moved forward by one hour in any State or Territory that does not observe daylight saving time, subject to approval by a majority of casual employees who are affected.</p> <p>All employees receive an additional 15% loading where their ordinary hours are worked;</p> <ul style="list-style-type: none"> - Between 5.01pm and 4.59am for permanent and maximum term employees - Between 8.31pm and 4.59am for casual employees (or 7.31pm and
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				3.59am where daylight savings is not observed during a period where daylight savings were observed in other states).
16. Reasonable additional hours	This clause in the current Agreement outlines how additional hours of work will be managed.	No changes.		This clause is in addition to the Award.

<p>17. Annual Leave</p>	<p>This clause provides for annual leave and excessive leave accruals.</p>	<p>No changes.</p>		<p>The Agreement refers to the NES in line with the Award. In line with the Award, the Agreement clarifies that during annual leave employees will receive the same wages in respect of ordinary hours that they would have if they had not been on leave in the relevant period.</p> <p>The Agreement includes wording from the Award relating to an employer requiring an employee to take leave if there is an excess leave balance. The Agreement also includes the entitlement to leave loading of 17.5% whilst an employee is taking annual leave, in line with the Award.</p> <p>The Agreement does not include the following clauses from the Award;</p> <ul style="list-style-type: none"> - Conversion to hourly entitlement - Excessive leave accruals: request by the employee for leave
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				<ul style="list-style-type: none"> - Annual leave in advance of accrual - Proportionate leave on termination - Cashing out of annual leave
18. Personal leave, Carers Leave and Compassionate Leave	The clause directs people on where to find information relating to these types of leave.	No changes.		In line with the Award, the Agreement refers to the NES.
19. Parental Leave	The clause directs people on where to find information relating to these types of leave.	No changes.		In line with the Award, the Agreement refers to the NES.
20. Community Service Leave	This clause deals with community service leave.	No changes. (Clause 20.2 is inserted as per the undertakings)		In line with the Award the Agreement refers to the NES.
21. Leave to Deal with Family and Domestic Violence	The current EA provides for leave to deal with family and domestic violence.	<p>Wording has changed to align with changes to legislation and NES.</p> <p>Added wording to be able to agree to more than 10 days leave where appropriate.</p>	Increased entitlement for employees.	The Award refers to the NES.
22. Long Service Leave	This clause provides detail on Long Service Leave.	No changes.		This clause is in addition to the Award.

<p>23. Payment of wages</p>	<p>This clause provides information on the payment cycle.</p>	<p>Updated wording to reflect how the overtime component is currently paid out.</p>		<p>The Agreement outlines the frequency and method of payment, in line with the Award.</p> <p>The Award contains wording relating to payment upon termination that is not included in the Agreement.</p>
<p>24. Classification structure and definitions</p>	<p>This clause details classification structures and definitions.</p>	<p>No changes.</p>		<p>The Agreement uses the Award classification structure as the basis for its classification structure.</p> <p>The Agreement includes additional classification levels and payment rates based on length of service in a role and, for supervisors, the number of people in their crew.</p>
<p>25. Rates of pay</p>	<p>The current Agreement provides pay tables for the life of the Agreement.</p>	<p>No changes. (Clause 25.2 updated wording, as per the undertakings)</p>		<p>This clause is in addition to the Award.</p>

<p>26. Juniors</p>	<p>This clause provides for the junior wage rates and more information on apprentice and trainee pay rates.</p>	<p>No changes.</p>	<p>The junior rate is more beneficial compared to the Horticulture Award.</p> <p>Apprentice rates are set out in the proposed Agreement and are therefore clearer.</p>	<p>The Agreement offers junior rates more favourable than those written into the Award.</p> <p>The Agreement does not outline that the calculation will be made to the nearest quarter of one cent for hourly paid employees or nearest \$0.10 for weekly employees.</p>
<p>27. Scheduled increases</p>	<p>This clause sets out the annual pay increase and the dates the increase takes effect.</p>	<p>Updated to reflect proposed pay increase and effective dates for the Agreement.</p>	<p>This provides clarity for employees.</p>	<p>This clause is in addition to the Award.</p>
<p>28. Pieceworkers</p>	<p>This clause outlines how piece rate work is managed.</p>	<p>Changed wording to reflect the Horticulture Award 2020 and current process.</p>	<p>This clause uses wording from the Horticulture Award.</p>	<p>The clause in the Agreement matches the wording in the Award.</p> <p>The Agreement includes reference to some additional clauses that are not relevant to piece rate employees:</p> <ul style="list-style-type: none"> - Allowances - RDOs - Night Shift Loading

<p>29. Meal and rest breaks</p>	<p>This clause outlines how meal and rest breaks are managed.</p>	<p>No changes.</p>		<p>The Agreement includes wording to state that what is listed is a minimum entitlement, which may be increased based on operational needs, environmental factors, and employee wellbeing.</p> <p>The Agreement provides for a 15-minute paid rest break which is above the 10-minute break that is written into the Award.</p> <p>The meal break wording in the Award of 30 minutes to 60 minutes is listed in the Agreement.</p> <p>The Agreement includes the clause from the Award which outlines the entitlement to a 10-hour break between shifts with overtime paid if this break is not fulfilled.</p>
<p>30. Overtime</p>	<p>This clause outlines how overtime is dealt with.</p>	<p>No changes. (Clause 30.8 inserted, as per the undertakings)</p>		<p>This clause is in line with the Award.</p>

<p>31. Time off instead of payment for overtime</p>	<p>This clause outlines how the optional TOIL is managed.</p>	<p>No change.</p>	<p>The Agreement outlines the entitlement of all employees, with the exception of casual employees, to take time off at a later time in lieu of being paid for hours in excess of 38 worked per week.</p> <p>The Agreement requires these hours to be used or paid out within 12 months, which is a longer period than the Award which requires they be used or paid out within 6 months. The Agreement outlines how hours will be reimbursed, in line with the Award.</p> <p>The Agreement requires that this arrangement is agreed in writing but does not specify the level of details required by the Award.</p> <p>The Agreement outlines that employees can be directed to take time off in lieu where employees cannot usefully be employed due to circumstances outside of</p>
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				<p>the company's control. This is not included in the Award.</p> <p>Whilst the Award wording is not included in its entirety, the same principles are captured in the Agreement wording.</p>
<p>32. Rostered days off for casual employees</p>	<p>This clause in the current EA outlines how optional RDO's for casual employees are dealt with.</p>	<p>The capped hours have been increased from 38 to 76 hours.</p> <p>To add more flexibility for casual employees that opt into the scheme, subclause 32.9 has been removed.</p>	<p>By removing 32.9, hours built up will not be paid out in the final pay week of each tax year.</p> <p>This gives casual employees the flexibility to build up hours for RDO's, regardless of the time of year.</p>	<p>The Award does not provide RDOs for casuals, but casuals are entitled to TOIL, which they aren't under the Agreement.</p>
<p>33. Public holidays</p>	<p>This clause outlines the penalty rates to be paid to employees who work on a public holiday.</p>	<p>Minor changes in wording to line this agreement up with the wording in the NES and the horticulture award.</p>		<p>Pay rates for public holidays in the Agreement match the Award.</p> <p>The Agreement includes more details about the days that are relevant to attract public holiday payments.</p> <p>The Agreement does not include the clause from the Award that enables public holiday days to be substituted by agreement.</p>

<p>34. Minimum engagement</p>	<p>This clause deals with the minimum engagement per occasion.</p>	<p>No changes. (Wording of clause 34.1 changed and removal of 34.3, as per the undertakings)</p>		<p>The Agreement reflects the Award for casual employees and offers a minimum of 2 hours' pay when an employee attends work, even if 2 hours work is not available.</p>
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<p>35. Allowances</p>	<p>This clause outlines how allowances are managed.</p>	<p>Change in wording to reflect current Horticulture award.</p> <p>(Wording changed to reflect the undertakings)</p> <p>Cold work allowance has been changed to include employees engaged in handling frozen product.</p> <p>The cold work allowance has been increased to \$0.80 for each hour an employee is required to work in Cold Work or handling frozen product.</p> <p>Inclusion of a 'Fumigation allowance', 'night spray allowance', 'crew supervisor allowance – 50 people or more' and 'Toilet cleaning allowance'.</p>	<p>The leading hand allowance from the Award is built into the hourly rate for levels 4A, 4B, 4C, 5A, 5B and 5C. An additional allowance added for larger, 50+, crews added that isn't in the Award.</p> <p>The wet work allowance is in line with the award.</p> <p>Tool and Equipment Allowance is in line with the award.</p> <p>First Aid Allowance is included in the Agreement as required in the Award, at a daily rate. The Agreement also offers an increased rate for those identified as Occupational First Aid Officers.</p> <p>The Agreement offers an enhanced Travelling for Work Allowance with a flat rate offered per day to pay for meals for all days away, including travel days. The Agreement also commits to covering the cost of</p>
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				<p>any accommodation and travel.</p> <p>The Meal Allowance in the Agreement is offered in line with the Award.</p> <p>The Agreement offers additional allowances that are not provided for in the Award;</p> <ul style="list-style-type: none"> -Cold work -Night Spray -Fumigation -Toilet Cleaning
36. Night shift loading	This clause outlines the entitlements for night shift loading.	No changes.		This loading is included in the Agreement, in line with the Award.
37. Labour flexibility	This clause outlines how labour flexibility is managed.	No changes.	This shows an increased commitment from Costa to redeploy people into alternative roles where possible.	This clause is in addition to the Award.
38. Higher Duties	This clause outlines how higher duties are managed and paid.	No changes. (Updated wording, as per the undertakings)		This clause is in line with the Award.
39. Flexible working arrangements	This clause outlines the process for flexible working arrangements.	Changed detailed wording to refer to NES.	This change makes sure that the clause will be accurate at all times.	The clause in the Agreement is included in line with the Award wording.

40. Superannuation	This clause outlines processes for superannuation.	Updated wording as per new legislation.		<p>The Agreement nominates Australian Super as the companies default fund, where employees do not nominate their own fund.</p> <p>The ability to make discretionary superannuation contributions is written into the Agreement, with different wording to the Award. The same principles apply.</p>
41. Stand-down	This clause outlines the process of standing down.	No changes.		This clause is in addition to the Award.
42. Dealing with disputes	This clause in the current Agreement outlines the process for dealing with disputes.	No changes.	No change.	The wording of the clause in the Agreement varies from that in the Award, however equal principles apply.
43. Accident Pay	This clause refers to accident pay clause as per the horticulture award.	Change to a different clause in the new horticulture award.	No change.	This clause is in line with the Award.
44. Declaration		No change.	No change.	
45. Signatories to the agreement		No change to the wording.	No change.	

<p>Schedule A</p>	<p>Classification structure.</p>	<p>Addition of classification review.</p> <p>Crew support in field harvest has been moved to level 2.</p> <p>Addition of pay progression for packers in packing and distribution to level 1B.</p> <p>Addition of Classification level for Fumigators and Cleaners.</p> <p>Update to wording on level 2 pruning activities.</p> <p>Updated wording as per the undertakings.</p>	<p>Increased in pay classification for some roles.</p> <p>Inclusion of additional roles and clarification of classification for some roles.</p>	<p>The Agreement uses the Award classifications as the basis for the Costa classification levels.</p> <p>The Agreement provides a more detailed classification structure compared to the Award, based on individual roles.</p> <p>The Agreement provides for a pay progression based on length of service.</p>
<p>Schedule B</p>	<p>Rates of pay 2023</p>	<p>Updated to reflect new rates of pay.</p>	<p>This helps employees to understand how their pay rate is built.</p> <p>The proposed years pay increase amount is beneficial for employees because it means employees will always be in line with, or ahead of, the pay rates within the Horticulture Award.</p>	<p>This clause is in addition to the Award.</p>

Schedule C	Apprentice and trainee rates.	Updated in line with Award.		<p>As required by the Award, the wording for this Clause in the Agreement is taken from the Miscellaneous Award 2020.</p> <p>The following clauses from the Miscellaneous Award have not been included, as we have selected the most favourable clauses for all of the Costa trainees;</p> <ul style="list-style-type: none"> - E.4.1 (b), (c) and (d) - E.4.2 (b), (c), (d), (e) and (f) - E.4.3 (a) and (d) - E4.4 - E5.1, 5.4 and 5.5 - E6
Schedule D	The provision for annualised salaries.	Wording updated to reflect the undertakings. Change in annualised salary reconciliation frequency from 4 weekly to 6-monthly.	This provides clarity around annualised salaries and how they work.	
Schedule E	Casual Conversion – NES extract	Schedule added to include an NES extract.		The Award doesn't provide wording around Casual Conversion other than referring to the NES.