



Giacci Bros Pty Ltd

Giacci Bros Pty Ltd
Picton Transport
Enterprise Agreement 2022

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1. KEY OBJECTIVES

- 1.1. The key objectives of the parties are to:
 - i. have the Employer remain a profitable business;
 - ii. provide Employees with safe workplaces and sustainable jobs;
 - iii. provide customers with productive and efficient service; and
 - iv. provide shareholders with a fair return to justify ongoing investment in the business.
- 1.2. The Employer has a Zero Harm safety value that reflects our belief that we operate in an environment where any risks that the operations impact upon the health and wellbeing of our people, our plant and equipment, our customers, our community and our environment are appropriately managed.
- 1.3. This Agreement is directed towards flexible forms of work organisation, consistent with the optimum use of the Employer's resources. The Employer shall have the ability to make improvements to the business and operations with a view to increasing productivity and efficiency.
- 1.4. Rosters, operational and equipment levels shall be determined by the Employer to meet organisational and operational demands, having consideration for Workplace health and safety standards.
- 1.5. The Parties recognise that it is essential to achieve a spirit of co-operation between the Employer and Employees required within the overall objectives of enterprise-based Employment and that consideration of the business needs of the Employer shall take priority.
- 1.6. The Parties recognise that it is not possible to make provision for every circumstance which may arise during the course of this Agreement. Where unanticipated problems arise the Parties agree to resolve such problems, in accordance with the provisions of this Agreement.

2. PRELIMINARY

2.1. Title

- i. This Agreement shall be known as the *Giacci Bros Pty Ltd Picton Transport Enterprise Agreement 2022* ('**the Agreement**').
- ii. The approval of this Agreement replaces and supersedes the application of the *Giacci Bros Pty Ltd Western Australia Agreement 2018* to employees covered under this Agreement.

2.2. Definitions

For the purpose of this Agreement:

- 2.2.1. "Act" means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- 2.2.2. '4 x 4 x 4 Roster': 4 days worked, 4 nights worked, 4 days R&R
- 2.2.3. '5 x 2 Roster': 5 days worked, 2 days R&R
- 2.2.4. "Agreement" means this Agreement.
- 2.2.5. "Casual Employee" is defined in Clause 4.1.2 of this Agreement.
- 2.2.6. "EBA year" means a consecutive 52 week period beginning on commencement of this agreement. The anniversary date will not be the same each date each year but will be 52 weeks post the previous date.

- 2.2.7. "Employee" means a person employed by the Employer performing operations within the scope of the classifications referred to in this Agreement.
- 2.2.8. "Company", "We" or "Employer" means Giacci Bros Pty Ltd Pty Ltd.
- 2.2.9. "Employment" means the Employment of an Employee by the Employer.
- 2.2.10. "Majority Shift" means more than 50% of the total hours worked in the shift.
- 2.2.11. "NES" means the National Employment Standards incorporated in the *Fair Work Act 2009*
- 2.2.12. "Parties" is defined in Clause 2.3 of this Agreement.
- 2.2.13. "Permanent Employee" is defined in Clause 4.1.1 of this Agreement.
- 2.2.14. "Award" means the *Road Transport Industry Award 2020 and Road Transport (Long Distance Operations) Award 2020* applicable based on the Employee classification.
- 2.2.15. "Week" means the period from the commencement of the night Shift Sunday (into Monday) to the conclusion of the day Shift on the following Sunday.
- 2.2.16. "Workplace" means any locations where work is performed by Employees in the interests of the Employer.
- 2.2.17. In this Agreement, unless the contrary intention appears the singular includes the plural and vice versa.
- 2.2.18. "Shift Work" and "Shift Worker" means Employees who are continuously and regularly rostered at any given time, 24 hours a day, 7 days a week including Sundays and public holidays for a period of at least 2 weeks.

2.3. Parties Bound, Area and Scope

- 2.3.1. The Agreement is binding on the Employer and its Employees that are engaged as Road Transport employees under classifications mentioned in clause 5.2 in this Agreement who are employed by Giacci Bros Pty Ltd at the Picton sites.
- 2.3.2. This Agreement incorporates the Award (as in force at the Commencement Date) which is attached at Part A and B. In the event of any inconsistency between any terms of the Award (as incorporated into this Agreement) and an express provision in this Agreement, the express provision of the Agreement shall prevail to the extent of any such inconsistency. Provided however that such Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.
- 2.3.3. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.4. Duration of Agreement

- 2.4.1. This Agreement shall operate from the date that is seven days after the Agreement is approved by the Fair Work Commission ('date of operation') and shall remain in force until the nominal expiry of 30th May 2025.
- 2.4.2. The commencement of negotiations for a replacement of this Agreement, will commence no less than three (3) months prior to the nominal expiry date of the Agreement.

3. THE AGREEMENT

3.1. Employee and Employer Responsibilities

- 3.1.1. The Employer may direct an Employee to carry out work duties that are within the Employee's skills, competence and training and the Employee must perform all duties and responsibilities of their Employment in accordance with all lawful directions provided by the Employer.
- 3.1.2. All Employees must take responsibility for their actions and omissions during the course of Employment.

3.2. Consultation Regarding Major Workplace Change

- 3.2.1. This term applies if the Employer:
 - i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 3.2.2. For a major change referred to in paragraph 3.2.1(i)
 - i. the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - ii. subclauses 3.2.3 to 3.2.9 apply.
- 3.2.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 3.2.4. If:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 3.2.5. As soon as practicable after making its decision, the Employer must:
 - i. discuss with the relevant Employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the Employees; and
 - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Employees; and
 - (c) any other matters likely to affect the Employees.
- 3.2.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 3.2.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 3.2.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 3.2.2(i) and subclauses 3.2.3 and 3.2.5 are taken not to apply.
- 3.2.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
- i. the termination of the employment of Employees; or
 - ii. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 3.2.10. For a change referred to in paragraph 3.2.1(ii):
- i. the Employer must notify the relevant Employees of the proposed change; and
 - ii. subclauses 3.2.11 to 3.2.15 apply.
- 3.2.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 3.2.12. If:
- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 3.2.13. As soon as practicable after proposing to introduce the change, the Employer must:
- i. discuss with the relevant Employees the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant Employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - iii. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.2.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

3.2.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

3.2.16. In this term:

- i. relevant Employees means the Employees who may be affected by a change referred to in subclause 3.2.1.

3.3. Dispute Resolution

3.3.1. Any dispute or grievance that arises at the workplace between an employee(s) and the Company about this Agreement, the Award or the NES or in relation to any matters pertaining to the relationship of employer and employee must be dealt with in the following manner:

Step 1 The matter will in the first instance be discussed between the Employee(s) and the relevant Site Manager.

If the matter remains unresolved:

Step 2 It will be referred for discussion between the Employee representative and the Regional Manager.

If the matter remains unresolved:

Step 3 It will be referred for discussion between the Employee representative and the relevant Director or National Manager.

If the matter remains unresolved:

Step 4 Where the dispute has not been resolved despite the foregoing procedures being followed and subject to there being no stoppage of work in relation to the issue at hand, either party may refer the matter to the Fair Work Commission for conciliation/arbitration pursuant to section 739 and section 595 of the Act, if necessary, in which case the decision will be accepted by the parties, subject to any appeal rights.

3.3.2. An Employer or Employee may appoint another person, organisation or association to represent them for the purposes of this clause at any step.

3.3.3. Until the matter is resolved by agreement, conciliation or arbitration, work will continue as normal or as directed. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

3.4. Individual Flexibility Arrangements

3.4.1. An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- i. the agreement deals with one (1) or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) leave loading; and

- ii. the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (i) above; and
 - iii. the arrangement is genuinely agreed to by the Employer and Employee.
- 3.4.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Act; and
 - ii. are not unlawful terms under section 194 of the Act; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.4.3. The Employer must ensure that the individual flexibility arrangement:
- i. is in writing; and
 - ii. includes the name of the Employer and Employee; and
 - iii. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - iv. includes details of:
 - a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - v. states the day on which the arrangement commences.
- 3.4.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.4.5. The Employer or Employee may terminate the individual flexibility arrangement:
- i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the Employer and Employee agree in writing — at any time.

4. TYPES OF EMPLOYMENT

4.1. Types of Employment

4.1.1. Permanent/Full Time and Part-Time Employees

- i. A permanent Employee is an Employee engaged on an ongoing basis whose hours shall be an average minimum of 38 ordinary hours per week averaged over the roster cycle. Employees may be required to work regular additional hours beyond the ordinary working hours.
- ii. Due to the company's operational requirements, there may be a need for the company to utilise shift work roster cycles based on a 24 hours per day, seven (7) days per week, 365 days per annum operation.
- iii. A part time Employee is an Employee who is required to work less than 38 ordinary hours per week and who is engaged on an ongoing basis.
- iv. A part time employees will be engaged for a minimum period of four (4) hours for each day engaged.

4.1.2. **Daily Hire (Casual) Employee**

- i. A casual Employee is an Employee engaged and paid as such and is engaged on a daily hire basis
- ii. A casual Employee shall be paid a 25% per cent loading in addition to the Base Hourly Wage Rate prescribed for that classification for a maximum of 38 hours per week.
- iii. Casual Employees are not entitled to accrue or take paid leave with the exception of long service leave.
- iv. In addition to normal overtime rates, a casual Employee while working overtime or outside of ordinary hours, will be paid on an hourly basis at the rates prescribed in clause 5.1, plus a loading of 10%. When working overtime hours, casual Employees are not paid the 25% casual loading.
- v. Casual Employees who are engaged on a continuous basis, working regular and systematic hours for a minimum period of 6 months shall be, subject to a performance review and the operational needs of the business, converted to full time employment.
- vi. A minimum payment of four (4) hours is to be paid.

4.2. **Allocation**

- 4.2.1. Work patterns will be arranged to accommodate the work performed by the Employer's business, which is a 24 hours per day, seven (7) days per week business. The normal rostered hours of work are subject to change at the Employer's discretion subject to the terms of this agreement to meet operational requirements.
- 4.2.2. In order to meet operational requirements, Permanent Employees may be required to work reasonable additional hours and Shift Work. All hours worked beyond the ordinary hours of work will be 'additional hours'.
- 4.2.3. The roster will be tailored to suit the needs of the operation and is subject to change at the Employer's discretion to meet operational requirements however, unless there are exceptional circumstances, the Employee will be given at least 7 days advance notice of a permanent change to the roster swing.

The Company will consult with affected impacted Employees prior to any roster change.

In the event of a bona fide change in shipping movement times, the notice period of a change of shift can be reduced to 12 hours.
- 4.2.4. An Employee's roster will commence and end at the relevant worksite for that shift.

4.3. **Stand Downs**

- 4.3.1. The Employer may with 3 days' notice, stand down an Employee without pay if, due to circumstances beyond the Employer's control, the Employee cannot be usefully employed.
- 4.3.2. The Employer will endeavor to redeploy Employees on other work tasks in the event of a situation which requires an unpaid stand down. Employees are able to access accrued leave during stand down periods.

4.4. **Meal Breaks and Rest Breaks**

- 4.4.1. Rest Breaks shall be taken as required to conform to fatigue management regulations and as needed to maintain safe operations. Minimum breaks in accordance with fatigue management regulations will be taken.

- 4.4.2. All meal breaks and rest pauses will be taken in a way that ensures minimal disruption to work.
- 4.4.3. An Employee must have at least 10 hours break between work on successive days and take meal and other breaks in accordance with the Fatigue Management Code of Practice.
- 4.4.4. Employees (except those doing Shift Work) are entitled to a regular (unpaid) meal break during the ordinary hours of work. The meal break must:-
 - i. be of a regular duration of not more than one (1) hour or less than thirty (30) minutes; and
 - ii. commence no earlier than three and a half hours and no later than five and a half hours after an Employee's starting time of the ordinary hours of work.
 - iii. If the meal break is not allowed, all time worked after the commencement time of the regular meal break, until a break without pay for a meal time is allowed, must be paid for at overtime rates.

4.5. Shift Work Meal

- 4.5.1. Employees working Shift Work are entitled to a regular paid meal break during the ordinary hours of work. The meal break must:-
 - i. be of a regular duration of twenty (20) minutes; and
 - ii. commence no later than five hours after an Employee's starting time of the ordinary hours of work.
- 4.5.2. For each additional 5 hours that Employees work beyond when the first break is taken, an additional 20 minute unpaid break shall be provided.

4.6. Utilisation of Permanent Transport Workers

- 4.6.1. The Company will, where practicable, prioritise the engagement of full-time permanent employees for available hours of work.

5. WAGES AND WAGE RELATED MATTERS

5.1. Remuneration

- 5.1.1. Employees may be engaged at a Grade as appropriate as per clause 5.2.
- 5.1.2. Until the nominal expiry of this agreement, wage rates shall be increased by a margin of 2.5% on the first full pay period on or after the 30th May each year, as specified in the rates table in clause 5.2.
- 5.1.3. All increases apply from the first pay period on or after the dates in the table set out below.

5.2. Rates of pay

Classification	Award Grade Equivalent	First full pay period on or after Ratification by FWC 2022 (2.5%)	30 May 2023 (2.5%)	30 May 2024 (2.5%)
Grade 1	1	25.50	26.14	26.79
Grade 3	3	27.10	27.78	28.47
Grade 4	4	27.94	28.64	29.36
Grade 7	7	30.61	31.37	32.16
Grade 8	8	31.56	32.35	33.16
Grade 9	9	32.21	33.01	33.84
Grade 10	10	33.09	33.91	34.76

Classification	Role/s
Grade 1	<ul style="list-style-type: none"> • Bagging Crew (Bagging Machine Only) • General Hand / Yardperson • Vehicle / Truck Washer
Grade 3	<ul style="list-style-type: none"> • Forklift operator (up to 5 tonnes GVM) • Bagging Crew (In loading of the container with product)
Grade 4	<ul style="list-style-type: none"> • Tailgater / Spotter • Bagging Crew (using Skid Steer) • Skid Steer Operators • Sweeper Operators • Vacuum Truck Operators • Water Truck Operator • Rigid Truck Operator above 4.5 tonnes GVM
Grade 7	<ul style="list-style-type: none"> • Single Trailer Combination Truck Operator
Grade 8	<ul style="list-style-type: none"> • Double Trailer Combination Truck Operator (94 or under tonnes GCM) • Front End Loader Operators • Excavator Operators • Forklift Operators (over 5 tonne GVM) • Reach Stacker (over 5 tonne GVM)
Grade 9	<ul style="list-style-type: none"> • Triple Trailer Road Train Operator • Double Trailer Road Train Operator with trailer combinations exceeding 94 tonnes GCM • Site based team leaders and client liaison
Grade 10	<ul style="list-style-type: none"> • Driver Assessor • Float Trailer Operator (Multi-axle platform trailing equipment)

5.2.1. Higher Duties

Where an employee is required to perform tasks in a higher classification for majority of the shift, the employee is to be paid the minimum rate for the higher grade for the entire shift.

5.3. Allowances

All allowances, unless otherwise mentioned, are fixed for the term of Agreement.

5.3.1. Sleeping in Truck Allowance

An Employee unable to return to Depot at the end of shift and/or on route will be paid an allowance of \$92.25 on each occasion that the Employee is required to sleep in a Truck.

5.3.2. Meal Allowance

An Employee shall, in lieu of any prevailing Award entitlement, be paid a meal allowance of \$20.50 for each day worked in excess of 10 hours.

5.3.3. Living Away from Home Allowance

An Employee required to work away from his usual home depot and reside in another location whilst on shift shall receive a living away from home allowance of \$35.88 paid daily.

5.3.4. **18 month Continuous Service Payment**

In recognition of the improved efficiency and job knowledge that long service brings, an additional payment of 35 cents per hour will be made to all permanent employees who have at least 18 months continuous service.

5.4. **Superannuation**

- 5.4.1. Superannuation contributions will be made monthly into a complying fund of the Employee's choice. Where an Employee does not nominate a superannuation fund the Employer will contribute to its nominated default fund.
- 5.4.2. Superannuation contributions will be made in accordance with the provisions of the Superannuation Guarantee legislation.
- 5.4.3. Employees may designate a portion of their salary which may be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative requirements.

5.5. **Payment of Wages**

- 5.5.1. Employees will be paid their remuneration in weekly installments.
- 5.5.2. All Employees shall be paid into a bank account or credit union account as nominated by the Employee.
- 5.5.3. Remuneration shall be adjusted to reflect any period of unpaid absences or Workers Compensation, periods of annual leave, long service leave, personal/career's leave, compassionate leave, jury service, public holidays, and overtime.
- 5.5.4. The Employer may recover from an Employee (including by making deductions from any future payments or sums due to the Employee) and the Employee expressly agrees that the Employer may deduct any amount paid to an Employee that the Employee is not entitled to because of an unauthorised absence from work or an error made by the Employer in processing a wages payment, provided that;
 - i. the Employer will, before any deduction is made, make the Employee aware of the quantum of the overpayment
 - ii. where appropriate and agreed, allow the amount to be paid back in installments.

5.6. **Overtime**

5.6.1. **Additional Hours Overtime**

Additional hours overtime is time worked by an Employee at the request of the Company in excess of the Employee's ordinary hours for the roster cycle, including:-

- i. time worked in excess of the rostered hours for a shift; and
- ii. shifts worked in addition to those rostered.

The Company shall endeavour to allocate additional shifts to Employees on a reasonable and equitable basis.

5.6.2. **Reasonable Additional hours**

The Company may require any Employee to work reasonable overtime, additional hours, provided that any such request is made pursuant to Section 62 (3) of the *Fair Work Act 2009*

An Employee shall not be under any obligation to work an additional shift on a rostered day off as indicated on the Employee's roster.

5.6.3. Monday to Friday Penalty Payments

Daily hours worked in excess of 7.6 hours shall be paid at overtime rates with the first two (2) additional hours paid at 150% the ordinary hourly rate and 200% thereafter.

5.6.4. Saturday Overtime Penalty Payments

Additional hours worked on a Saturday shall be paid at overtime rates, the first two (2) additional hours paid at 150% the ordinary hourly rate and 200% thereafter, provided that the Employee shall be guaranteed a minimum payment of four (4) hours payment.

5.6.5. Sunday Overtime

Additional hours worked on a Sunday shall be paid at overtime rates of 200% for each hour worked, provided that the Employee shall be guaranteed a minimum payment of four (4) hours.

5.6.6. Penalties for Working on Public Holidays

For all time worked by a full time or part time Employee on a public holiday, payment must be made at the following rates:

Shift	% of Ordinary hourly rate
Public Holidays	250%
Good Friday and Christmas Day	300%

In each case the minimum payment will be four (4) hours

5.7. Shift Work

5.7.1. This clause applies to employees doing Shift Work as defined

5.7.2. Rosters will be tailored to suit operational requirements of the Company. The Company may, if the Company so desires, work any part of its business on shifts in accordance with the following provisions:-

- i. Afternoon shift: means a shift finishing after 6.30 pm but not later than 12.30 am;
- ii. Day shift: means a shift which commences at 5.30 am or later, but finishes at or before 6.30pm.
- iii. Night Shift: means a shift which finishes after 12.30 am and at or before 8.30 am.
- iv. Shift Work: means Employees who are continuously and regularly rostered at any given time, 24 hours a day, 7 days a week including Sundays and public holidays for a period of at least 2 weeks.
- v. Unless otherwise agreed, there must be a shift roster which provides for rotation. The shift roster must be made available to Employees.
- vi. Shift Rosters must specify the commencing and finishing times of ordinary hours of respective shifts.
- vii. Rostered shift: means a shift for which and Employee rostered has received at least forty eight (48) hours' notice.
- viii. Shift Rosters must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless (48) forty eight hours' notice is given by the Company. However, in the event of a change in shipping movement times the notice period can be reduced to 12 hours.

- ix. Employees who meet the definition of a shift worker will be entitled to progressively accrue up to five (5) weeks annual leave per annum.

5.8. Shift Allowances

- 5.8.1. For ordinary hours shift workers must be paid as follows:-

SHIFT	% OF THE ORDINARY RATE
Afternoon Shift	117.5%
Night Shift	130%
Saturday	150%
Sunday	200%
Public Holidays	250%
Good Friday and Christmas Day	300%

5.9. Flights, Transport, Accommodation and Meals

- 5.9.1. Where employees are required to work at locations other than their normal place of work, the Company will either;
 - i. provide at its cost the necessary flights, transport, accommodation and food, or;
 - ii. pay reasonable related expenses incurred including for flights, transport accommodation and meals.

6. LEAVE PROVISIONS

6.1. Annual Leave

6.1.1. Annual Leave Entitlement

- i. A permanent Employee will progressively accrue 4 weeks of paid annual leave for each completed year of service.
- ii. Continuous Shift Employees (7 day roster) will progressively accrue 5 weeks of paid annual leave for each completed year of service.
- iii. Annual leave accrues progressively at the rate of 38 hours per week while the Employee is undertaking paid work, or on authorised paid leave.

6.1.2. Taking Annual Leave

- i. Annual leave will be taken within 12 months of the date the Employee received the entitlement unless otherwise agreed between the Employer and Employee.
- ii. A minimum of 14 days' notice in writing must be provided for any annual leave requests by the Employee to take annual leave. A shorter notice period may be provided by either party as agreed between the Employer and Employee.
- iii. If the Company has genuinely tried to reach agreement with the Employee as to the timing of taking annual leave, the Company can require the Employee to take annual leave by giving not less than four (4) weeks notice of the time when such leave is to be taken.
- iv. The Company may require an Employee to take accrued annual leave during any period the site or part of the site is shut down for any reason or where Employees are unable to perform useful work because of any industrial action by any third party

or for any reason beyond the control of the Company. Where the Employee has no accrued annual leave the Employee will be required to take unpaid leave.

- (a) The Company will only require Employees to take annual leave or unpaid leave in circumstances where they are unable to perform useful work.

6.1.3. Cashing out Annual Leave

- i. An Employee who has accrued at least 4 weeks of annual leave may request in writing to cash out leave in excess of the 4 weeks. The annual leave balance must remain at least 4 weeks after any cash out.
- ii. The full amount of annual leave loading that would have been paid had the annual leave been taken will be paid out where employees cash in annual leave, in accordance with Section 93(2)(c) of the Fair Work Act.

6.1.4. Annual Leave Loading

- i. During a period of annual leave an Employee will receive a loading calculated of 17.5% on the ordinary base wage rates. Annual leave loading is payable on leave accrued after a period of 12 months continuous service.

6.2. Personal/Carers Leave

6.2.1. An Employee who is unable to attend or remain at work because of personal ill health or injury, shall be entitled to be absent from work if the Employee –

- i. has accumulated sufficient sick leave credits; and
- ii. advises us as soon as practicable
- iii. A medical certificate or statutory declaration may be requested at the discretion of the Company at the time of the absence. The manager will make the Employee aware of this requirement either at the time the notification of absence or in advance.

6.2.2. Personal leave credits progressively accrue, at the rate of 2 weeks (10 days) per annum. Unused sick leave credits in any one year accumulate and may be utilized in a later year. Sick leave continues to accrue if the Employee is stood down, however does not accrue during any other period of unpaid leave.

6.2.3. If an Employee is unable to attend or remain at work because he or she is required to provide care to an immediate family or household member who is ill or injured the Employee will be entitled to use any accumulated sick leave as carers leave if the Employee provides evidence in accordance with the Act.

6.2.4. Cashing out Personal Leave

6.2.5. An Employee who has accrued at least 4 weeks of personal leave may request in writing to cash out leave in excess of the 4 weeks. The personal leave balance must remain as at least 4 weeks after any cash out.

6.3. Parental Leave

6.3.1. After 12 month's continuous service, all Employees are entitled to 52 weeks unpaid parental leave in accordance with the Fair Work Act.

6.3.2. An Employee may apply to take available annual leave or long service leave entitlements in conjunction with their paid or unpaid parental leave absence. The Employer will not unreasonably withhold agreement to such applications.

6.3.3. Payment for periods of parental leave may be available as specified by Company policy.

6.4. Compassionate Leave

- 6.4.1. Permanent Employees shall also be entitled to access up to two (2) days non-cumulative compassionate leave per occasion in accordance with the Act
- 6.4.2. Where a member of an Employee's immediate family or household dies or suffers a serious life threatening injury or illness the Employee will be entitled to up to two days absence in respect of each death, injury or illness, if the Employee-
- i. notifies us as soon as practicable of the death, injury or illness; and
 - ii. satisfies us that the deceased, injured or ill person was a member of the Employee's immediate family or household member.

This leave is paid for permanent Employees and unpaid for casual Employees.

6.5. Long Service Leave

- 6.5.1. Employees are entitled to long service leave (LSL) in accordance with the *Long Service Leave Act 1958 (WA)*.
- 6.5.2. Employees who have completed 7 years continuous service and who remain employed are entitled to take LSL by mutual agreement with the Employer. The Employer will not unreasonably deny such a request.

6.6. Public Holidays

- 6.6.1. The following days, as gazetted by the Western Australian Government shall be observed as Public Holidays:
- New Year's Day
 - Australia Day
 - Labour Day
 - Good Friday
 - Easter Sunday
 - Easter Monday
 - ANZAC Day
 - Western Australia Day
 - Queen's Birthday
 - Christmas Day
 - Boxing Day
- 6.6.2. When any of the above mentioned public holidays fall on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the succeeding Tuesday. In each case the substituted day shall be a public holiday without deduction of pay and the day for which it is substituted shall be a holiday.
- 6.6.3. If the public Holidays falls on a day of which the Employee is not rostered for work, the Employee will be paid ordinary hours.
- 6.6.4. Employees may be required to work on public holidays that occur during the Employee's on site roster.
- 6.6.5. Payment for work on a public holiday will be at the rate prescribed in clause 5.

6.7. Community Service Leave

- 6.7.1. Community Service Leave will be in accordance with the provisions of the Fair Work Act.

6.8. Unpaid Family & Domestic Violence Leave

- 6.8.1. Employees are entitled to unpaid family and domestic violence leave of up to 5 days per year on the production of evidence that would satisfy a reasonable person if so requested.

6.9. Training Leave

- 6.9.1. An eligible employee representative is entitled to, and must be granted, up to 5 days' leave (non-cumulative) with pay each calendar year, in accordance with the award.
- 6.9.2. Leave is to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and/or industrial issues which arise at the workplace.

7. TERMINATION OF EMPLOYMENT

7.1. Notice Period on Termination of Employment

- 7.1.1. In order to terminate a Permanent Employee the Employer must give the following notice:

Period of Continuous Service	Notice
Less than 6 months	1 week
More than 6 months but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 7.1.2. In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service are entitled to an additional one (1) week's notice.
- 7.1.3. The Employer may make payment in lieu of notice to the Employee. The Employer may require the Employee to work part of the notice period and make payment in lieu of the remainder of the notice period.
- 7.1.4. In calculating any payment in lieu of notice, the Employer will use the wages an Employee would have received in respect of the time they would have worked during the period of notice, had their Employment not been terminated.
- 7.1.5. The period of notice in this clause or the requirement for a payment in lieu of notice will not apply in the case of dismissal for conduct that justifies instant dismissal including breach of Employer policy, malingering, inefficiency or neglect of duty or for Casual Employees.
- 7.1.6. Where an Employer has given notice of termination to an Employee, an Employee will be allowed up to one day's time off without loss of pay for the purposes of seeking other Employment. The time will be taken at times that are convenient to the Employee after consultation with the Employer.

7.2. Notice of Termination by the Employee

- 7.2.1. The notice of termination required to be given by an Employee is 2 weeks, unless otherwise agreed by the Company.
- 7.2.2. If an Employee fails to give or work out the appropriate notice the Employer will have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period or balance of the notice period

7.3. Abandonment of Employment

- 7.3.1. If an Employee fails to attend work as rostered for a period of 2 days and the Employee has not notified the Employer of any reason for their absence, the Employer will seek to contact the Employee in writing, giving them an opportunity to respond.
- 7.3.2. If no response is received by 7 days after the initial absence, the Employee shall be deemed to have abandoned their Employment and any monies owing shall be forwarded to the last known contact details of the Employee.

7.4. Redundancy

- 7.4.1. Application
This Clause shall only apply to Permanent Employees.
- 7.4.2. A redundancy occurs in a circumstance where the Company decides that it no longer requires the position that an Employee has been doing to be done by anyone and that decision leads to the termination of the Employee's employment.
- 7.4.3. In a redundancy situation the Company will:-
- i. undertake consultation in accordance with the terms of this Agreement (Consultation); and
 - ii. will consider opportunities for suitable alternative employment for the affected Employee(s).
- 7.4.4. The selection of Employees for redundancies and the criteria to be applied in making that decision will be based on business needs.
- 7.4.5. Redundancy Payments
- i. In addition to the period of notice for ordinary termination, an Employee whose employment is terminated as a result of redundancy, shall be entitled to the following amount of severance pay in respect of their period of continuous service with the Employer:

Period of Continuous Service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

"Week's pay" means the Employees current base rate of pay for 38 ordinary hours of work.

7.5. Return of Property

- 7.5.1. On termination of employment, unless agreed otherwise, an Employee is required to return all property belonging to the Employer that they have in their custody, possession or control.

- 7.5.2. For the purpose of this Clause, property includes but is not limited to keys, documents, software, mobile phones, Employer fuel cards, safety clothing and equipment provided by the Employer and any other property of the Employer the Employee has in his/her custody, possession or control at the time of termination.
- 7.5.3. If the Employee fails to return any property belonging to the Employer by 5.00 pm on the last day of active service, the Employee agrees the Employer may withhold an amount of money from the final payment which reasonably covers the cost of replacing the property.

8. OTHER MATTERS

8.1. Employer Policies and Procedures

- 8.1.1. All Employees must comply with all the Employer's policies and procedures, but those policies and procedures do not form part of this Agreement. All Employees are required to be familiar with, meet and implement the Employer's operating policies and procedures. In particular Employees need to be familiar with the Employer's systems, policies and procedures relating to:
- i. Site access requirements at client sites;
 - ii. WHS&E, including that Employees must take all necessary steps to maintain a safe working environment in compliance with relevant State and Federal legislation;
 - iii. anti-discrimination and harassment;
 - iv. Licensing, Traffic Infringement Notification, and Overloading Notification;
 - v. Environmental Protection requirements;
 - vi. Smoking, including 'no smoking' in the Employer's vehicles, offices or any other designated areas, as well as client premises; and
 - vii. Fatigue, drugs and Alcohol, Log Book, Passenger, and Security.
 - viii. Social media
- 8.1.2. Any of the Employer's systems, policies and procedures may be removed, changed, updated or introduced from time to time to suit the operation of the business.
- 8.1.3. The Employer commits to publicising and making policies and procedures readily available to Employees.

8.2. Industrial Clothing and Safety Equipment

8.2.1. Employees to wear uniforms

The Company requires that uniforms be worn by Employees at all times when at work. Employees are to ensure that all issue is looked after and used by the Employee, with the Employee to present for work in a neat and tidy fashion. Where there is a failure to comply, the Employee may be stood down from duties.

8.2.2. Uniform Entitlement

An Employee will be provided with five (5) shirts and five (5) trousers on commencement of their employment. Uniforms will then be replaced on a "fair wear and tear" basis. If cessation of employment occurs within three (3) months from the date of issue of uniforms then the company reserves the right to deduct the reasonable cost of that Employee's uniform from any final payment due to that Employee.

8.2.3. Safety Boots

In addition to the above the Company will either provide 1 pair of ANZSS approved safety boots per year or reimburse the Employee for the cost of purchasing 1 pair of ANZSS approved safety boots per year, to a maximum of \$150.00 per year inclusive of GST. The Company will make the said payment upon the Employee providing proof of purchase. If cessation of employment occurs within three (3) months from date of reimbursement, then the Company reserves the right to deduct the reasonable cost of that Employee's safety boots from any final payment due to that Employee.

8.2.4. Safety Glasses

In addition to the above, the Company will reimburse the Employee for the cost of purchasing one (1) pair of prescription safety glasses, to a maximum of \$350.00 per year inclusive of GST. The Company will make the said payment upon the Employee providing suitable proof of purchase. If cessation of employment occurs within three (3) months from date of reimbursement, then the Company reserves the right to deduct the reasonable cost of that Employee's safety glasses from any final payment due to that Employee.

8.3. Training

8.3.1. When an Employee is required by the company to attend training (for example, into Safety Rep, Cert 3 Training or First Aid), their wages are calculated at the ordinary applicable rate for all hours attended.

8.4. Traffic Infringements

8.4.1. Any traffic infringements and fines will be the responsibility of the Employee who incurs them, and Employees must pay all fines that they receive when in charge of the Employer's vehicles. Examples include, but are not limited to, parking and speeding fines, red light cameras, and any other legislative or statutory authority fines.

8.4.2. Each Employee must provide to the Employer proof of payment of all fines by the due date if so requested.

9. PART A

Road Transport and Distribution Award 2020

10. PART B

Road Transport (Long Distance Operations) Award 2020

SIGNATORIES

Signed for and on behalf of **Giacci Bros Pty Ltd**

Signature

Name (Please Print)

Authority/Role: _____

Address: _____

Date: _____

Signed for and on behalf of **Employees** by:

Signature of employee covered by the Agreement

Name (Please Print)

Authority/Role: _____

Address: _____

Date: _____

Signed for and on behalf of **Employees Representative:**

Signature

Name (Please Print)

Authority/Role: _____

Address: _____

Date: _____