



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust T/A
Centurion Transport**
(AG2022/2048)

**CFC CONSOLIDATED PTY LTD AS TRUSTEE FOR THE CFC
EMPLOYMENT TRUST – PILBARA DRIVES AND FREIGHT
OFFICERS ENTERPRISE AGREEMENT 2021**

Road transport industry

COMMISSIONER SPENCER

BRISBANE, 3 AUGUST 2022

*Application for approval of the CFC Consolidated Pty Ltd as Trustee for the CFC
Employment Trust - Pilbara Drivers and Freight Officers Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust – Pilbara Drives and Freight Officers Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to matters that have been addressed by way of an undertaking, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted an undertaking from the employer. In accordance with ss.191(1) and 201(3) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached to the Agreement.

[4] The Transport Workers’ Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 August 2022. The nominal expiry date of the Agreement is 10 August 2023.



COMMISSIONER

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**CFC CONSOLIDATED PTY LTD AS
TRUSTEE FOR THE CFC EMPLOYMENT
TRUST - PILBARA DRIVERS AND
FREIGHT OFFICERS ENTERPRISE
AGREEMENT 2021**



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 – APPLICATION AND OPERATION

1. TITLE

- 1.1 This agreement shall be known as the CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust - Pilbara Drivers and Freight Officers Enterprise Agreement 2021.

2. COVERAGE

- 2.1 This Agreement covers:

- a) CFC Consolidated Pty Ltd (ACN 009 148 565) (“the Company”);
- b) Drivers, Freight Officers and Warehouse Distribution Officers who work and are based in the Pilbara Region of Western Australia (“Employees”); and
- c) Transport Workers Union of Australia (“TWU”).

3. PERIOD OF OPERATION

- 3.1 This Agreement shall commence operation on the 7th day after the date of approval by the Fair Work Commission, the “commencement date”.

The nominal expiry date of this agreement shall be twelve (12) months from the commencement date.

- 3.2 This Agreement operates to the exclusion of any modern award or other industrial instrument.

4. NO EXTRA CLAIMS

- 4.1 During the term of this Agreement there shall be no extra claims for any changes in wages or conditions of employment.

- 4.2 This Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment between the Company and its employees.

- 4.3 The remuneration in this Agreement is in recognition of all circumstances, location, conditions and disabilities associated with the work covered by this Agreement.

5. RELATIONSHIP WITH NATIONAL EMPLOYMENT STANDARDS

- 5.1 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.

PART 2 – REMUNERATION

6. REMUNERATION

- 6.1 The Company will pay the employee’s wages as per the Schedule A table for work performed in accordance with this Agreement.

- 6.2 Junior employees who are under 21 years of age, will be subject to the junior employee rates specified in Schedule A unless they are employed as a Driver. All Drivers must be paid adult rates.

- 6.3 The application of junior employee rates specified in Schedule A is subject to Management discretion based on performance standards. Should an employee demonstrate a higher level of performance, Management reserve the right to not apply the junior rates.
- 6.4 The rates outlined in Schedule A include, and compensate an employee for not receiving annual leave loading, any allowances and overtime rates as stipulated in the Road Transport & Distribution Award 2010.
- 6.5 The pay week will be from Monday to Sunday in arrears and paid weekly by electronic fund transfer into a nominated bank account, building society or credit union account.
- 6.6 The Company will advise the employee in writing with regards to notify any deductions from an employee's wages, or any monies owing, for the amount that it is authorised or required to deduct, including any overpayment of remuneration.
- 6.7 Meal break
- a) All employees under this Agreement must take a thirty (30) minute unpaid meal break within five (5) hours of commencement. Lunch breaks will be based on a roster system, or alternatively as discussed with your supervisor.
 - b) An employee is entitled to take a 30 minute paid break after 10 hours worked on a single day at the applicable base rate in Schedule A.
- 6.8 Tea break
All employees covered by this Agreement are entitled to a fifteen (15) minute paid tea break. Tea breaks will be based on a roster system, or alternatively as discussed with your supervisor.
- 6.9 Meal allowance
- a) An employee shall be paid a meal allowance specified in Schedule A if they work 9.6 hours in a day.
 - b) An additional meal allowance specified in Schedule A shall be paid if an employee works 12 hours in a day.
- 6.10 Overnight allowance
Where an employee is unable to return home at night they are entitled to an allowance as specified in Schedule A except where the employee is provided with accommodation
- 6.11 Housing Subsidy
- a) A Full-Time employee, who has been employed prior to this Agreement for longer than 3 months and is not supplied with accommodation by the Company, will be entitled to a housing subsidy of \$540.00 per week gross, to offset the cost of housing in the Pilbara.
 - b) A Full-Time employee, employed by the Company following the commencement of the Agreement will not be eligible for the housing subsidy outlined in clause 6.11a however will be subject to a rise and fall housing subsidy amount determined by the Company on a bi-annual basis to be outlined in the employee's Letter of Employment.

6.12 Higher Duties Payment

- a) A higher duties payment will be applied for an employee performing higher level duties which are outside of the standard position description.
- b) The higher duties payment is only applied for the period that the employee is undertaking additional responsibilities.
- c) The higher duties payment will be paid at the applicable classification rate outlined in Schedule A

6.13 Bulk Dangerous Good's Allowance

When an employee carts bulk dangerous goods in the course of the pay cycle stipulated in clause 6.5, the Employee will be entitled to the bulk dangerous goods allowance listed in Schedule A of \$20.00 per day.

7. SUPERANNUATION

7.1 Superannuation shall be paid in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

7.2 Contributions shall be paid into a complying fund nominated by the employee which may include the TWU Superannuation Fund. Provided that where an employee does not nominate a fund, or the Company is unable to pay into that fund, contributions will be paid into a fund (that offers a MySuper product) nominated by the Company.

PART 3 – EMPLOYMENT ARRANGEMENTS

8. TYPE OF EMPLOYMENT

8.1 Employment may be on a full-time, part-time or casual basis.

8.2 The Employee will be required to undertake such duties and use such equipment as the Company determines are reasonably within your skills, competence and training.

8.3 Full time:

The hours of work shall be a minimum of thirty eight (38) hours per week plus reasonable additional hours which can be worked between the hours of Monday and Sunday as determined by a roster or based on the business requirements.

8.4 Part time:

- a) Hours of work will be determined by a roster and will be as agreed between the Employee and the Company. Unless otherwise stated in this agreement, part-time employees are entitled to all the entitlements of a full time employee on a pro-rata basis.
- b) Part-time employees will regularly work less than thirty eight (38) hours per week and will be paid according to the hours worked.
- c) If a part time employee works more than their agreed hours they will be entitled to the applicable over time penalties they would be entitled to under the Road Transport and Distribution Award 2020.

8.5 Casual:

- a) Casual employees will be compensated by the base rate, plus 25%. This rate is in lieu of any entitlement to paid leave.
- b) At the end of each calendar month the Company will determine whether, for any casual employee who has worked on weekend, or other hours of work which under the Modern Award would have attracted an entitlement to shift penalties, if there is any shortfall in the total remuneration of that employee over those pay periods when compared to the Modern Award.
- c) The amount of any shortfall identified by the Company for an employee plus 1% of the remuneration calculated under the Modern Award for the applicable period will be paid to the Employee in the next pay period after the review has been completed. Any dispute arising over an issue of shortfall will be dealt with under the Dispute Settlement Procedure of the Agreement.

9. PROBATION

- 9.1 All new employees will be subject to a probation period of not less than three (3) months.
- 9.2 During the probation period the employment may be terminated by either Party giving one (1) week's written notice to the other party. Where notice is given under this clause, the Company may pay the Employee in lieu of the one (1) weeks' notice. The probation period may be extended up to a maximum of three (3) additional months if required.
- 9.3 All permanent employees who are transferred to another position within the Company or within other companies of the Company are exempt from the probation period.

10. DUTIES

- 10.1 An employee's duties and responsibilities may be varied by the Company, provided that they are within their range of skills, qualification, competence and training.
- 10.2 At all times in performing their duties and responsibilities, employees are required to:
 - a) comply with all Company policies that may exist from time to time, so long as Company policies do not affect rates of pay or conditions of work in this agreement;
 - b) comply with any lawful and reasonable direction given by the Company;
 - c) use their best endeavours;
 - d) devote the whole of their time and attention to their work;
 - e) ensure the highest level of safe working practices are adhered to and maintained; and
 - f) uphold the Company ethos and add value to the Company brand.

11. CONVERSION OF CASUAL EMPLOYMENT

- 11.1. A casual employee, other than an irregular casual employee, who has been engaged by the Company for a sequence of periods of employment under this agreement during a period of 3 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment.

- 11.2. The Company must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 3 months.
- 11.3. The employee retains the right of election under this clause even if the Company fails to comply with clause 11.2.
- 11.4. A casual employee who does not elect subject to clause 11.1 will be deemed to have elected against any such conversion and the status quo will continue.
- 11.5. Any casual employee who has the right to elect under clause 11.1, upon receiving notice under clause 11.2, or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Company must either consent to or refuse the election but must not unreasonably so refuse.
- 11.6. A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with clause 11.1 may only revert to casual employment by mutual agreement with the Company.
- 11.7. If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the Company and the Employee, must discuss and agree upon which form of employment the Employee will convert to, that is, full-time or part-time and the conditions of such employment.
- 11.8. An irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

12. STAND DOWN

- 12.1 Where an employee cannot be usefully employed due to;
 - a) industrial action (other than industrial action organised or engaged in by the Company) or
 - b) breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown or
 - c) a stoppage of work for any cause over which the Company cannot be reasonably held responsible;
- 12.2 The Company is not required to make payments to the Employee for that period. The period of the stand down shall count as service and does not break an employee's continuous service with the Company.
- 12.3 In the event of a stand-down due to a cyclone, employees shall be paid a minimum of 7.6 hours per day.

13. TERMINATION OF EMPLOYMENT

- 13.1 A full time or part time employee may be terminated at any time by either Party giving the other Party the period of notice set out below or by the payment of forfeiture in lieu of notice as set out below.

Period of your continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the Company, provided that the employee will not be required to provide additional notice because of age.

- 13.2 The Company may either require the employee to work out the notice period or may make payment in lieu of notice not provided. The payment in lieu of notice must equal the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- 13.3 Where the Company has given notice of termination, an employee is entitled to up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Company.
- 13.4 Where an employee over the age of 18 fails to give the required notice under clause 13.1, or after giving notice leaves before the end of the required notice period, the Company may deduct up to one (1) week's wages from wages owing to the Employee on termination in accordance with s.324 of the Fair Work Act 2009 (Cth).
- 13.5 Casual employment may be terminated by either party giving 1 days' notice or payment in lieu.
- 13.6 This clause does not operate so as to prevent an employee and the Company agreeing to accept a greater notice period when either the employee or Company terminates the employment or a lesser amount of notice when the employee terminates the contract.
- 13.7 Nothing in this Agreement affects the Company's right to dismiss the Employee without notice for serious misconduct.
- 13.8 "Serious misconduct" includes, but is not limited to:
- a) Wilful or deliberate behaviour that is inconsistent with the continuation of employment;
 - b) Theft, fraud or physical or verbal assault, harassment or bullying in the course of employment;
 - c) Refusing to carry out a lawful and reasonable instruction or are grossly insubordinate;

- d) Conduct that causes imminent and serious risk to the health or safety of a person, customer and or / fellow employee;
- e) Conduct that causes imminent and serious risk to the reputation, viability or profitability of the Company's business; and
- f) Disclosing confidential information.

13.9 On the termination of employment, the employee shall return all company property prior to receiving any final payments.

13.10 Where an employee is dismissed for serious misconduct, the Employee is only entitled to be paid up to the date of the dismissal.

14. REDUNDANCY

14.1 Where an employee is terminated for reason of redundancy the Company will comply, where applicable, with the redundancy provisions contained in the NES as outlined below:

Period of continuous service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

14.2 An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

PART 4 - HOURS OF WORK AND ROSTERING

15. HOURS OF WORK

15.1 The hours of work are spread between Monday to Friday, the spread of hours is 4:00am to 5:30pm. Employees will be expected to work a reasonable amount of overtime. The

daily start and finish times shall be rostered to meet operational requirements and the Company's fatigue management obligations and may be altered by agreement or by the Company giving one week's notice.

- 15.2 In any one (1) day, the minimum hours worked shall not fall under four (4) hours for full-time, part-time or casual employees, even when rostered on Saturday, Sunday or public holiday.
- 15.3 In recognition of the Company's duty of care requirements to provide a safe system of work, while taking into consideration operational requirements, the Company acknowledge the fact that at times employees may be required to work extended hours. Should the need arise where employees are required to work for a period in excess of 12 hours, then they are required to be given a minimum of a 10 hour continuous break before returning to work. However, this may be reduced (by agreement between the Company and employee) to a minimum break of 8 hours.
- 15.4 Due to operational requirements, there may be a requirement for employees to perform hours of work on a Saturday or Sunday as requested by the Company, shall an Employee be unavailable to perform work on a Saturday or Sunday, the Employee shall provide reasonable notice to the Company.
- 15.5 Employees wages will be calculated based on a timesheet/timecard system and paid weekly by transfer into a nominated bank, building society or credit union account. The start and finish times will be based on the roster system.

PART 5 – LEAVE PROVISIONS

16. ANNUAL LEAVE

- 16.1 Full-time and part-time employees are entitled to annual leave in accordance with this clause and the NES.
- 16.2 For each year of completed service, full time employees shall be entitled to 4 weeks of paid annual leave.
- 16.3 An employee (a shiftworker for the purposes of the NES) who is a 7 day shift workers who regularly works on Sundays and public holidays shall be entitled to an additional week of annual leave.
- 16.4 Annual leave accrues progressively and accumulates from year to year. Annual Leave does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 16.5 Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination.
- 16.6 Annual Leave may be taken at times agreed between the Parties and may be subject to approval due to operational requirements.
- 16.7 The Employee must have their annual leave approved by the Company prior to leave being taken and ensure that the correct documentation is completed.

- 16.8 The Company may request the Employee to take annual leave in the quieter periods each year.
- 16.9 Where an employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) shall not be considered to be part of the period of annual leave.
- 16.10 If the timing of an employee's annual leave conflicts with the operational requirements of the Company, the Employee may be requested to take annual leave on a different date.
- 16.11 Notwithstanding the above, the Company may direct an employee to take:
- a) up to a quarter of their accrued annual leave entitlement where the employee has accrued more than 8 weeks annual leave and the Company gives at least 4 weeks' notice of the requirement; and
 - b) leave where it shuts down all or part of the Company provided that if an employee does not have sufficient accrued leave he/she may be required to take leave without pay and the Company gives at least 2 weeks' notice of the requirement.
- 16.12 Annual leave will be paid at the Employee's base rate of thirty eight (38) ordinary hours per week. Annual leave payments will be made as per normal weekly pay periods and not in advance.
- 16.13 By written agreement with the Company, an employee may elect to cash out part of his/her accrued annual leave entitlement provided that the employee maintains a minimum of 4 weeks accrued leave.
- 17. PERSONAL/CARER'S LEAVE ENTITLEMENT AND ACCRUAL**
- 17.1 Full time employees are entitled to ten (10) days paid personal/carer's leave for each year of service that can be taken as sick leave or carers' leave in accordance with the NES.
-
- 17.2 Personal/carer's leave accrues progressively according to the Employee's ordinary hours of work and accumulates year to year. Personal/carers leave does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 17.3 Unused paid personal/carer's leave accumulates from year to year but is not paid out on termination of employment.
- 17.4 Paid personal/carer's leave is paid at the Employee's base rate of pay for the ordinary hours the Employee would have worked during the period of leave.
- 17.5 Where a public holiday falls during a period of paid personal/carer's leave the employee is taken not to be on personal/carers leave on that day.
- 17.6 Notification, proof and payment for Personal/Carer's leave
- a) The Company must be notified as close as is practically possible to the normal commencement time of the day if an employee is not attending for work at

that time. Notification is to be by verbal communication not SMS text messaging.

- b) An employee may be required to provide a medical certificate indicating that they are unfit to attend work due to illness or injury after absences of 2 days or less on 2 separate occasions in any year. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information.
- c) This must be provided to the Company as soon as reasonably practical.

17.7 Personal (Sick) leave

- a) Employees are entitled to paid sick leave if they are not fit for work because of personal illness or personal injury. Paid sick leave is deducted from the Employee's accrued entitlement to paid personal/carer's leave.

17.8 Carer's leave

- a) An employee is entitled to paid or unpaid carers leave to provide care and support to a member of their immediate family or household because of:
 - i. Personal illness or personal injury affecting the Member; or
 - ii. An unexpected emergency affecting the Member.
- b) For the purpose of this agreement 'immediate family' means:
 - i. The Employee's spouse, de-facto partner, child, parent, grandparent, grandchild, or sibling; or
 - ii. A child, parent, grandparent, grandchild, or the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner)
 - iii. 'Household' means any other person who lives with the employee as a member of his/her family.
- c) Paid carer's leave is deducted from the Employee's accrued paid personal/carer's leave.
- d) The Employee (including a casual employee) is entitled to a period of up to 2 days unpaid carer's leave per occasion. The full time and part time Employee is not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- e) For all absences the employee must provide proof to satisfy a reasonable person. For the purpose of this Agreement reasonable proof is:
 - i. In the case of illness or injury of a member of the Employee's immediate family or household:

- ii. A medical certificate indicating that the immediate family or household member had a personal illness or injury during a period of the leave; or
 - iii. A statutory declaration which includes a statement that the Employee required leave to provide care or support to an immediate family or household member because of personal illness or injury.
- f) In the case of an unexpected emergency, a statutory declaration which includes a statement that the Employee required leave to provide care or support to an immediate family or household member because of an unexpected emergency affecting that person may be requested.
- g) The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.

18. COMPASSIONATE LEAVE

18.1 Full time and part time employees are entitled to 2 days compassionate leave (or a greater amount by agreement with the employees line manager) per occasion in accordance with the NES where a member of their immediate family or household:

- a) Develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life; or
- b) Dies.

18.2 Except in the case of a casual employee, compassionate leave is payable at the employee's hourly rate of pay for the hours the employee would have worked over had they not proceeded on the leave.

18.3 In order to be entitled to compassionate leave the Employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person he/she is taking compassionate leave for.

19. PARENTAL LEAVE

19.1 An employee is entitled to parental leave in accordance with the NES.

19.2 In summary

- a) Full-time, part-time and long-term casual employees are entitled to up to twelve (12) months' unpaid maternity, adoption or parental leave (which may be extended with the consent of the Company) provided that the employee has had at least twelve (12) months service.
- b) Except for an eight (8) week concurrent leave period, the Employee and the Employee's partner must take parental leave at different times.

- c) The entitlement is subject to the Employee complying with certain other requirements relating to notice periods, information and documentation, cancellation and variation of leave.

20. LONG SERVICE LEAVE

20.1 Employees will be eligible for long service leave in accordance with the WA Long Service Leave Act 1958 (as amended).

21. COMMUNITY SERVICE LEAVE

21.1 An employee is entitled to community service leave in accordance with the NES and relevant State Legislation, to attend:

- a) Jury service; or
- b) A voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.

21.2 Employees are required to notify the Company as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

21.3 Where an employee:

- a) Is required to attend jury service, he/she will be paid the difference between their base rate of pay for ordinary hours and the amount received for jury service.
- b) Attends a voluntary emergency management activity, he/she will be paid at their base rate of pay for the ordinary hours the Employee was scheduled to work.

21.4 To be entitled to community service leave, employees must provide proof to satisfy a reasonable person that he/she has been/will be engaged in an eligible community service activity. For employees on jury service, they are also required to provide an attendance certificate.

22. FAMILY AND DOMESTIC VIOLENCE LEAVE

22.1 An employee shall be entitled to unpaid family and domestic violence leave in accordance with the NES, including all conditions and parameters and evidence requirements as outlined in the NES.

23. PUBLIC HOLIDAYS

23.1 The following days will be observed as public holidays:

- New Years Day (1 January)
- Australia Day (26 January)
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- Western Australia Day
- Queen's Birthday
- Christmas Day (25 December)
- Boxing Day (26 December)

23.2 Public Holidays falling on Weekends

- a) When New Year's Day, Anzac Day, or Christmas Day falls on a Saturday or Sunday the next following Monday shall also be a public holiday.
 - b) When Boxing Day falls on a Saturday the next following Monday shall also be a public holiday.
 - c) When Boxing Day falls on a Sunday or Monday the next following Monday shall also be a public holiday.
 - d) When Australia Day falls on a Saturday or Sunday the next following Monday shall be a public holiday in substitution for 26 January.
- 23.2 An employee shall be entitled to any other day or part day, declared or prescribed under WA Legislation, as a public holiday generally or within a region of WA.
- 23.3 If required to work on a public holiday the Employee will be paid at the rate specified in Schedule A and for each hour worked shall be entitled to an additional hours annual leave to a maximum of 7.6 hours for each public holiday worked.
- 23.4 Where employees are not required to work on a day which they are normally required to work because it is a Public Holiday, they will be paid for the ordinary hours of work they would have been paid on that day.

PART 6 – CONSULTATION AND ISSUE RESOLUTION

24. DISPUTE SETTLEMENT PROCEDURE

- 24.1 The following shall apply to any dispute between an employee covered by this Agreement and the Company about any matter arising under this Agreement or in relation to the NES.
- 24.2 The Employee(s) will discuss the question, dispute or difficulties with their Supervisor who will attempt to resolve the issue.
- 24.3 Should the matter remain unresolved (or such direct discussions would not be appropriate) then the Employee(s) is to document the matter in writing and provide it to their manager who will work with the Human Resources (HR) Department to resolve the issue. The HR Department will investigate the matter by speaking with any relevant people. All discussions will be kept confidential.
- 24.4 If these mechanisms fail to resolve the matter, the Employee(s) may be granted an interview with the Head of People & Culture.
- 24.5 Should the matter still remain unresolved, then either party to the dispute may refer the matter to a mutually agreed independent third party for mediation or conciliation. Should the parties to the dispute not agree on the appointment of a third party for mediation, then the matter shall be referred to Fair Work Australia for mediation or conciliation.
- 24.6 Should the matter still remain unresolved, then both parties must agree that it be dealt with by arbitration.
- 24.7 At any stage of the above procedure, a party may appoint a representative of their choice to assist in the resolution of the dispute.

- 24.8 While procedures are being followed under this clause in relation to a dispute:
- a) Work must continue in accordance with this Agreement; and
 - b) The Employee must not reasonably fail to comply with any direction given by the Company about performing work, whether at the same or another workplace that is safe and appropriate for the Employee to perform work.

25. WORKERS COMPENSATION

- 25.1 The Company provides workers' compensation cover for the Employee as per the required legislation and in addition provides journey cover as per the policy conditions set out by the Company's nominated insurance company.

26. CONFIDENTIALITY OF INFORMATION

- 26.1 The Company hereby expressly acknowledges and confirms that all information supplied to the Employee for the purposes of the duties the Employee performs is confidential and is the sole and exclusive property of the Company. In consideration of disclosing this information, the Employee hereby acknowledge and undertake to the Company:

- a) That information relating to the business or affairs of the Company or its associated Companies, without limitation, pricing and trading policies and accounts or financial records, is "Confidential Information" and is the sole property of the Company and shall not either during their employment or thereafter, without the prior written consent of the Company, directly or indirectly disclose to any person or use any of the confidential information for their own or another's benefit.
- b) Information supplied must not be copied or duplicated for the express purpose of supplying it to a third party unless otherwise authorised in writing.
- c) All documentation remains the property of the Company and is not to be removed from the premises.
- d) Acknowledgement that any information, discovery, original work of authorship or any kind relating to, or which could be applied to, the business of the Company or come into possession during employment shall become property of the Company.

27. HEALTH AND SAFETY

27.1 Safety

For the safety of all employees, employees are required to adhere to all safety requirements and instructions provided to the employee and follow Company and Site Safety Policies and Procedures. Safety incidents and potential hazards must be reported immediately.

27.2 Smoking

The Company supports a smoke-free workplace. The employees are required to observe the Company Policy. In brief, smoking is not permitted in or on any company premises including all company vehicles.

27.3 Fitness for Work

Employees are required to abide by the Company Policy, as amended from time to time. As an extension of the Company's commitment to all employees, the Company has a Fitness for Work Policy. It is a condition of employment that the Employee permits the Company or a Company nominated representative to conduct random Alcohol and Drug testing. The form or manner of testing is at the Company's discretion.

27.4 Induction Programme

It is a condition of employment that all employees undergo a complete "Induction Programme", as and when requested by the Company or a nominated employer representative. Refusal to participate in the Induction Programme will render all offers of employment null and void.

28. MISCELLANEOUS

28.1 Union Training Leave

- a) A TWU delegate or duly elected representative shall upon application in writing be granted up to five (5) day's leave with pay each calendar year, to attend a conference or course which is designed to promote good industrial relations and industrial efficiency.
- b) Leave shall be subject to the employee or the union giving not less than one calendar month's notice of the intention to attend such course.
- c) The Company shall be advised of the details of the type and content of the course to be attended and the dates upon which the course is to be conducted.
- d) Only employees who have completed 3 months continuous service shall be eligible for leave pursuant to this clause.
- e) A delegate or representative on leave approved in accordance with this clause shall be entitled to the payment of ordinary hours during the period of leave.
- f) The Company shall not be required to pay the costs of travel to and from the place where such training is conducted and/or any accommodation costs during such leave.
- g) No more than a total of twenty (20) days each year shall be available to be taken as union training leave by the entire workforce covered by this Agreement.
- h) On completion of the course the employee shall, upon request, provide to the Company proof satisfactory to the Company of his or her attendance at the course.

28.2 Training

To ensure optimum use of resources, all employees must participate fully in multi skilling programmes and training as required by the Company. By participation the Employee will be able to develop and enhance skills and

through application of these skills, the Employee will be able to add value throughout the operation.

28.3 Licences and fines

- a) Employees shall be responsible for any speeding fines and shall advise the employer of any loss of their drivers licence.
- b) Employees must be in possession of all appropriate and current certificates or licences when operating or driving Company equipment. It is the responsibility of the employee to notify the company immediately of any status changes to licences or certificates.

28.4 Company Representation

- a) All employees are company representatives and as such the Company requires that the Employee wear the company uniform and such other Personal Protective Equipment as specified by the Company during working hours. It is your responsibility to ensure that your uniform and safety boots are clean, presentable and worn without variation. ("Without variation" means that uniform shirts and trousers/shorts are to be worn during working hours. Jeans, non-uniform shirts and/or singlets are not permissible. Similarly uniform hats must be worn in lieu of other non- company hats or caps).
- b) All employees are responsible for maintaining work areas to a safe, clean and tidy standard. The presentation of work areas to customers, visitors and the general public is a key responsibility of personnel at all levels within the Company.

28.5 Security

Customers entrust the Company and its representatives (i.e. the Employee) with their property. To ensure that we protect their property the Company reserves the right to affect personal property searches. It is a condition of employment that the Employee provide authority, without limitation, for the Company or an company nominated representative to search your personal property (but excluding your residency/ accommodation), vehicle, locker or bag when requested to do so.

28.6 Freight not fit to travel

Further to the trust placed in the Company by its customers, the Company has an obligation to ensure client's freight travels without damage. Where freight is received or picked up by an employee from a third party and the packaging is not deemed to be adequate to ensure the safe loading and travel of the freight on Company vehicles, it is the responsibility of the Employee to abide by the relevant policies and procedures and notify their manager or supervisor.

28.7 Loss of essential qualification

An employee whose driver's licence or other job-related qualification is cancelled, revoked or suspended must immediately notify the Company. The Company may temporarily redeploy the employee to other suitable duties where there is a prospect of regaining the qualification within a reasonable

period of time. The Company may however terminate the employee's employment if there is insufficient suitable work available in this situation.

28.8 Uniforms

- a) Employees will be provided with 5 sets of Company uniforms as soon as practical after commencement of employment and the uniforms shall be replaced on a fair wear and tear basis. Maintenance of such uniforms is the employees responsibility at all times
- b) The employee will be supplied with one (1) pair of safety boots per annum or reimbursed at a maximum of \$150.00 per pair per year, plus 10% GST on presentation of a receipt of purchase. Replacement will be on a fair wear and tear basis.

28.9 Delays, Breakdown or Impassable Highways

- a) An employee must be paid for all time up to a maximum of eight (8) hours in any period of 24 hours at the base rate prescribed in Schedule A whilst undertaking a trip that is delayed because of breakdowns or impassable highways, provided that the Employee has taken all reasonable steps to minimise the period of delay.

29. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

Major Workplace Change

- 29.1 Where the Company has made a definite decision to introduce: major changes in production, programme, organisation, structure or technology that is likely to have significant effects on employees covered by this agreement, the Company will notify the employees who may be affected by the proposed changes and their representatives (if any).
- 29.2 Significant effects include potential redundancies; major changes in the composition, operation or size of the Company's workforce or in the skills required; the significant elimination or diminution of job opportunities, promotion opportunities or job tenure; significant alteration of hours of work; the need for retraining or permanent transfer of employees to other work or locations; and the substantial restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 29.3 The Company will discuss with the affected employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on employees, and where identified by the Company any measures to avert or mitigate any adverse effects of such changes on employees.
- 29.4 The discussions will commence after a definite decision has been made by the Company to make a major change. In consulting with employees, the Company is not required to disclose confidential information.
- 29.5 At any stage during this process an employee may appoint a representative of their choice in writing. The Company's obligation to consult or provide information to the representative only occurs after written notice is provided to the Company.

Change to regular roster or ordinary hours of work

- 29.6 Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Company will notify the relevant employees of the proposed change.
- 29.7 The Company will discuss with the affected employees the introduction of the change, all relevant information about the change, including the nature of the change, information about what the Company reasonably believes will be the effects of the change on the employees and information about any other matters the Company reasonably believes are likely to affect the employees.
- 29.8 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 29.9 The discussions will commence as soon as practicable after proposing to introduce the change and employees will be invited to give their views about the impact of the change.
- 29.10 The Company will give prompt and genuine consideration to matters raised about the change by the affected employees.
- 29.11 At any stage during this process an employee may appoint a representative of their choice in writing. The Company's obligation to consult or provide information to the representative only occurs after written notice is provided to the Company.

30. INDIVIDUAL FLEXIBILITY

- 30.1 This Agreement may not adequately cover all the varying circumstances that may be encountered and therefore an employee and the Company may agree to vary the effect of this Agreement to meet the genuine individual needs of the employee and the Company.
- 30.2 The terms that an employee and the Company may agree to vary the effect of are those concerning:
- a) hours of work; or
 - b) allowances;.
- 30.3 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the Employee and the Company. The arrangement must be in writing and signed by the Company and the Employee (including the Employee's parent or guardian where he/she is under 18 years of age). A copy of the Agreement must be given to the Employee within 14 days of it being agreed to.
- 30.4 The Company must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 30.5 The individual flexibility arrangement may be terminated:

- a) by the Employee or the Company giving 28 days' notice of termination, in writing, to the other party; or
- b) at any time, by written agreement between the Employee and the Company.

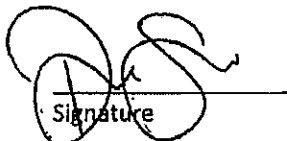
SCHEDULE A – RATES OF PAY & ALLOWANCES

<u>Classification</u>	<u>Base Rate</u> (Note Adult Rate)
Warehouse Distribution Officer	\$35.50 per hour
Freight Officer	\$40.46 per hour
HR Driver	\$43.93 per hour
HC Driver	\$47.70 per hour
MC Driver	\$47.70 per hour
Weekends:	Any work rostered on a Saturday or Sunday will be paid at the base rate.
Public Holidays:	Any work performed on a public holiday will be paid at double the base rate of pay.
Meal Allowance:	\$23.00 meal allowance is payable if 9.6 or more hours are worked in a day.
Overnight Allowance:	\$65 overnight allowance per overnight trip when applicable. Note: meal allowance not applicable when receiving this allowance.
Dangerous Goods Allowance:	\$20 per day when applicable.
<u>Junior Employee Rates:</u>	
Below 19 years of age	70% of adult rate
19 years of age and below 20 years	80% of adult rate
20 years of age	100% of adult rate

SCHEDULE B - SIGNATURES

EMPLOYER

Signed for and on behalf of CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust


Signature

PAUL SCOTT
Name of person authorised
to sign

Date: 24/6/22

EAM - People.
Position

13 Magpie close WVA
Address

6055
Post Code

AUTHORISED BARGAINING REPRESENTATIVE

Signed for and on behalf of the Bargaining Representative.


Signature

BARRY SPICE
Name of person authorised
to sign

Date: 21/6/21

FREIGHT OFFICER
Position

11A DODD COURT PEGS CREEK
Address

6714
Post Code

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/2048

Applicant:
CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust T/A Centurion Transport


Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Phil Scott, Executive General Manager – People and Culture have the authority given to me by CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust T/A Centurion Transport to give the following undertakings with respect to the CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust - Pilbara Drivers and Freight Officers Enterprise Agreement 2021 ("the Agreement"):

1. A shiftworker, for the purposes of the additional week's leave referred to in section 87(1)(b) of the Act, is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays;
2. Clauses 6.6, 8.5(b), 8.5(c) and 13.4 of the Agreement will have no application.
3. Part time Employees ordinary hours of work can be worked between Monday to Saturday excluding Sundays. Any hours worked on a Sunday for a Part time Employee, will be paid at the applicable hourly rates as set out the Road Transport and Distribution Award 2020 for working Sundays plus one cent per hour.
3. Where a Casual Warehouse Distribution Officer works a non-continuous shift after 3 hours as applicable under the Road Transport Distribution Award will be paid the same casual hourly rate as a Freight Officer classification in Schedule for the hours after the first 3 hours of the non-continuous shift.
4. Where a Casual Warehouse Distribution Officer works greater than 2 hours of overtime as applicable under the Road Transport and Distribution Award, will be paid the same casual hourly rate as a Freight Officer classification in Schedule A for the hours worked beyond 2 overtime hours.
5. Where a Casual Warehouse Distribution Officer works any hours on a Sunday, they will be paid the same casual hourly rate as a Freight Officer classification in Schedule A for the Sunday hours.
6. Full time and Part time Employees who work on any afternoon or night shift (as defined by the Road Transport and Distribution Award) which does not continue for at least 5 consecutive afternoons or nights must be paid at the rate of 130% of the base rate after the first 3 hours and thereafter for that afternoon or night shift.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

25/7/22
Date