



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust T/A  
Centurion Transport  
(AG2019/746)**

**CFC CONSOLIDATED PTY LTD AS TRUSTEE FOR THE CFC  
EMPLOYMENT TRUST - NATIONAL HEAVY HAULAGE  
ENTERPRISE AGREEMENT 2019**

Road transport industry

COMMISSIONER SIMPSON

BRISBANE, 18 JULY 2019

*Application for approval of the CFC Consolidated Pty Ltd as trustee for the CFC  
Employment Trust - National Heavy Haulage Enterprise Agreement 2019.*

[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 – National Heavy Haulage Enterprise Agreement 2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by FC Consolidated Pty Ltd as Trustee for the CFC Employment Trust.

[2] The Agreement is a single enterprise agreement.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Appendix A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 July 2019. The nominal expiry date of the Agreement is 18 July 2022.



COMMISSIONER

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<AE504502 PR710446>

**Appendix A.**

**FAIR WORK COMMISSION**

**TITLE OF MATTER:** Application by CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust.  
**SECTION:** s.185 – Application for approval of a single Enterprise Agreement  
**SUBJECT:** CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust National Heavy Haulage Enterprise Agreement 2019  
**MATTER NUMBER:** AG2019/746

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**EMPLOYER UNDERTAKING 18 JUNE 2019**

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I, Paul Doherty, Executive General Manager – People & Culture am authorised to give the following Undertakings in relation to the application and operation of the CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust National Heavy Haulage Enterprise Agreement 2019

**1. Shift Worker**

If the employee is a continuous shift worker i.e. the employee is regularly rostered to work Sundays and Public holidays, the employee will be entitled to accrue one (1) additional week of paid annual leave based on a 38 hour week for each year of service completed with the Company

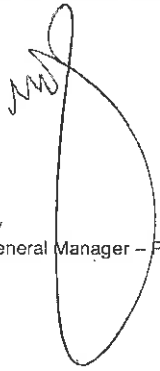
**2. Loaded rates and casual employment**

*In relation to clause 10.3, at the end of Each calendar month the employer will determine whether for any casual employee who has worked on weekends, 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.*

*The amount of any shortfall identified by the employer 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 this agreement*

Signature  
Paul Doherty  
Executive General Manager – People & Culture

Date 18<sup>th</sup> June 2019







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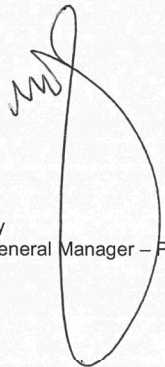
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*In relation to clause 10.3, at the end of Each calendar month the employer will determine whether for any casual employee who has worked on weekends, or other hours of work which under the Modern Award would have attracted an entitlement to shift penalties, if there is any shortfall in the total remuneration of that employee over those pay periods when compared to the Modern Award.*

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Signature  
Paul Doherty  
Executive General Manager – People & Culture



Date 18<sup>TH</sup> JUNE 2019.

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 this agreement.



**CFC CONSOLIDATED PTY LTD AS  
TRUSTEE FOR THE CFC  
EMPLOYMENT TRUST**

**NATIONAL HEAVY HAULAGE  
ENTERPRISE AGREEMENT 2019**





## Contents

1. TITLE.....	3
2. APPLICATION .....	3
3. PERIOD OF OPERATION.....	3
4. RELATIONSHIP WITH THE NATIONAL EMPLOYMENT STANDARDS .....	3
5. NO EXTRA CLAIMS .....	3
6. WAGES.....	4
8. SUPERANNUATION.....	4
9. OVERNIGHT PROVISIONS.....	4
10. CONTRACT OF SERVICE.....	5
15. TERMINATION OF EMPLOYMENT .....	6
16. REDUNDANCY .....	7
17. COMPANY POLICIES .....	8
18. FITNESS FOR WORK .....	8
19. LICENCE & FINES.....	8
20. HOURS OF WORK & ROSTERING .....	9
21. UNIFORMS .....	9
22. ANNUAL LEAVE .....	9
23. PERSONAL/CARER'S LEAVE.....	11
26. COMPASSIONATE LEAVE .....	12
27. COMMUNITY LEAVE SERVICE.....	13
28. PUBLIC HOLIDAYS.....	13
29. LONG SERVICE LEAVE .....	14
30. FAMILY AND DOMESTIC VIOLENCE LEAVE .....	14
31. UNPAID PARENTAL LEAVE .....	14
32. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE .....	14
34. WAGE ADJUSTMENT MECHANISM .....	16
35. INDIVIDUAL FLEXIBILITY.....	16
36. DISPUTE SETTLEMENT PROCEDURE .....	17
37. CONFIDENTIALITY OF INFORMATION .....	18
38. HEALTH AND SAFETY .....	18
39. MISCELLANEOUS .....	19
SCHEDULE A .....	21
SIGNATURES .....	22

**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 – National Heavy Haulage Enterprise Agreement 2019.

**2. APPLICATION**

This Agreement covers:

- 2.1 CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust (“the Company”);
- 2.2 Employees specified in the classifications of Schedule A, who undertake heavy haulage duties in the states and territories of Australia

**3. PERIOD OF OPERATION**

- 3.1 This Agreement shall commence operation on seven days from the date the Fair Work Commission approves this agreement.
- 3.2 The nominal expiry date of this Agreement shall be three years from the date the Fair Work Commission approves this agreement. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated.
- 3.3 This Agreement operates to the exclusion of any modern award or other industrial instrument.

**4. RELATIONSHIP WITH THE NATIONAL EMPLOYMENT STANDARDS**

- 4.1 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.

**5. NO EXTRA CLAIMS**

- 5.1 During the term of this Agreement there shall be no extra claims for any changes in wages or conditions of employment.
- 5.2 This Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment between the Company and its employees.
- 5.3 The remuneration in this Agreement is in recognition of all circumstances, location, conditions and disabilities associated with the work covered by this Agreement.

**PART 2 – REMUNERATION**

**6. WAGES**

- 6.1 Employees shall be paid as per the rates illustrated in Schedule A.
- 6.2 The rate of pay in Schedule A is payable for work performed in accordance with this agreement.
- 6.3 The rate of pay in Schedule A includes a component to compensate for not receiving overtime, shift, weekend or public holiday penalties and any other penalties, allowances, loadings or the like as stipulated in the relevant award.  
  
Employees may be paid more than the rate shown in Schedule A and nothing in the Agreement shall be used to reduce the rate for an employee receiving more than the rate specified in Schedule A.

**7. PAYMENT OF WAGES**

- 7.1 Wages shall be paid weekly in arrears by electronic fund transfer to a financial institution nominated by the employee. The pay week will be from Monday to Sunday and paid weekly by transfer into a nominated bank or credit union account.
- 7.2 The Company may deduct from an employee's wages, or any monies owing, any amount it is authorised or required to deduct, including any overpayment of remuneration and the cost of uniforms not returned on completion of employment or any amount provided for by this Agreement provided it is reasonable.

**8. SUPERANNUATION**

- 8.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 8.2 Contributions shall be paid into a complying fund nominated by the employee. 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 (which offers a MySuper product) nominated by the Company.

**9. OVERNIGHT PROVISIONS**

- 9.1 An employee who is unable to return to his home at night shall be supplied with a sleeper cab or motel style accommodation. If the employee is not provided with motel style accommodation an allowance of \$70.00 per night away from home shall be paid.

- 9.2 For the removal of doubt, the overnight allowance will be paid to an employee that loads on any given day and departs under escort before 0400am on the next morning and stays in the sleeper cab or near or on the load

### PART 3 – EMPLOYMENT ARRANGEMENTS

#### 10. CONTRACT OF SERVICE

##### *Basis of Employment*

- 10.1 Employees will be engaged on either a full-time or casual contract of employment.
- 10.2 A full-time employee means an employee who works an average of 38 ordinary hours a week plus reasonable additional hours which can be worked between the hours of Monday to Sunday as determined by a roster or based on business requirements.
- 10.3 A casual employee means an employee who is engaged and paid as such and who is paid a 25% loading in addition to the rate in Schedule A in lieu of the entitlements normally provided to full time employees including paid leave. A casual employee shall be paid for a minimum arrangement of 4 hours in a day.

#### 11. PROBATION

- 11.1 All new employees will be engaged on a probationary period of 3 months which may be extended if required to a maximum of six months. During the probation period the employment relationship may be terminated by either party giving one (1) weeks' written notice to the other Party.
- 11.2 All permanent employees who are transferred to another position within the Company or within other CFC Companies are exempt from the probationary period.

#### 12. DUTIES

- 12.1 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.
- 12.2 At all times in performing their duties and responsibilities, employees are required to:
- a) comply with the Company's policies and procedures;
  - 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;

- f) uphold the Company ethos and add value to the Company brand; and
- g) undertake work as directed within their level of competency.

**13. STAND DOWN**

13.1 Where an employee cannot be usefully employed due to:

- a) industrial action (other than industrial action organised or engaged in by the employer) or
- b) a stoppage of work for any cause over which the employer cannot be reasonably held responsible;

the employer is not required to make payments to the employee for that period. The period of the stand down shall count as service.

**14. NOTIFICATION OF ABSENCES**

14.1 Prior to any absence from work, employees are required to notify the Employer as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. Whenever practicable this should occur before the commencement of the employee's shift. Notification is to be by verbal communication not SMS text messaging.

**15. TERMINATION OF EMPLOYMENT**

15.1 Except in the case of a casual employee the contract of employment may be terminated at any time by either party providing notice in accordance with the table below:

<b>Employee's period of continuous employment with the Company at the end of the day the notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 year 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

*The period of notice is increased by one week if the employee is aged 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.*

- 15.2 A casual employee may be terminated by either party giving 1 days' notice or payment in lieu.
- 15.3 In the case of the Company terminating the contract of employment, notice of the effective day of termination shall be provided in writing to the employee.
- 15.4 The Company may either require the employee to work out the notice period or may make payment in lieu of notice not provided. Payment shall be the total of all amounts that, if the employment had continued until the end of the minimum notice period, the Company would have become liable to pay.
- 15.5 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.
- 15.6 Where the employee fails to provide the required notice or fails to work out the required notice period, the Company may deduct from any monies owing an amount equivalent to the notice not provided or the notice not worked.
- 15.7 This clause does not operate so as to prevent an employee and the Company from 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.
- 15.8 Notwithstanding the above, an employee may be dismissed without notice for serious misconduct, and in such case wages shall be paid up to the time of dismissal only.
- 15.9 On the termination of employment, the employee shall return all Company property prior to receiving any final payments.

**16. REDUNDANCY**

- 16.1 Where an employee is terminated for reason of redundancy the Company will comply, where applicable, with the redundancy pay provisions contained in the National Employment Standards.

**16.2 Employee Leave During Notice Period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during a period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**Job Search Entitlement**

- 16.3 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 16.4 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- 16.5 This entitlement applies instead of Clause 15.5.

**17. COMPANY POLICIES**

- 17.1 Employees agree to comply with their obligations under the *Occupational Safety & Health Act 1984* and all company policies which shall be communicated to employees and a copy shall be available on request.

**18. FITNESS FOR WORK**

- 18.1 It is a requirement that employees are not adversely affected by alcohol or drugs during work hours.
- 18.2 Where an employee is taking medication, or suffering from any condition, that may affect or limit their ability to carry out work, they are to advise their supervisor.
- 18.3 All employees are required to abide by the Company policy in relation to alcohol and drugs. As an extension of the employer's commitment to all employees, the employer has an Alcohol and Drugs Testing Policy. It is a condition of employment that the employees permit employer or the employer nominated representative to conduct random Alcohol/Drug testing. The form or manner of testing is at the Employers discretion. Prior to the commencement of employment all employees are required to complete a pre-employment medical and drug screen.
- 18.4 The employer supports a smoke-free workplace and as such, smoking is not permitted in or on any Company premises including Company vehicles.

**19. LICENCE & FINES**

- 19.1 Employees shall be responsible for any speeding fines and traffic infringements and shall advise the employer of any loss of their drivers licence.
- 19.2 An employee whose driver's licence or job related qualification is cancelled, revoked or suspended must immediately notify the Company. The Company may temporarily

re-deploy 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 employees' employment if there is insufficient suitable work available in this situation.

#### **PART 4 – HOURS OF WORK & ROSTERING**

##### **20. HOURS OF WORK & ROSTERING**

- 20.1 Employees engaged and covered by this Agreement will be required to work in accordance with the roster(s) and shift start/finish times determined by the Company and advised by their Manager/Supervisor. The daily start and finish times shall be arranged to meet operational requirements and the Company's fatigue management obligations.
- 20.2 The roster(s) may be altered from time to time to meet the operational requirements of the Company; however the average hours worked per week per roster cannot be altered without seeking the consent of the individual employees affected by the change at the time.
- 20.3 The ordinary hours of work will be an average of 38 per week and employees will also be expected to work reasonable additional hours. The hours can be worked on any day of the week between Monday to Sunday as determined by a rostering system.
- 20.4 The hours of work will be consecutive except for meal and rest breaks which will be scheduled to meet operational requirements and shall be paid breaks.
- 20.5 Employees shall be notified in advance of the starting time of the journey.

##### **21. UNIFORMS**

- 21.1 All employees bound by this Agreement will be supplied with Company uniforms. Maintenance of such uniforms is the employees responsibility at all times. The employee will be supplied with one (1) pair of safety boots per annum or reimburse to a maximum of \$150.00 per pair, per year, plus 10% GST on presentation of a receipt of purchase.

#### **PART 5 – LEAVE PROVISIONS**

##### **22. ANNUAL LEAVE**

- 22.1 Full time employees are entitled to annual leave in accordance with this clause and the National Employment Standards ("NES").
- 22.2 For each year of completed service, full time drivers shall be entitled to 4 weeks of paid annual leave.



- 22.3 Annual leave accrues on the basis of 2.923 hours pay per week of service but 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).
- 22.4 Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination.
- 22.5 Annual leave is paid at the employee's hourly rate of pay. Annual leave will be paid at the time payment is made in the normal course of the employment, unless the employee requests to be paid before leave commences.
- 22.6 Employees are not entitled to annual leave loading, which has been incorporated into the rates of pay.
- 22.7 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.
- 22.8 Annual leave may be taken by agreement between the employee and the Company. However, due to operational requirements annual leave shall not be taken between 1 December and 24 December of each year.
- 22.9 When requesting to take annual leave employees should provide a minimum of 2 weeks' notice prior to the intended start date. Unless otherwise agreed between the Company and the employee, annual leave should be taken within 24 months of it accruing.
- 22.10 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 employer gives at least 4 weeks' notice of the requirement;
  - b) leave where it shuts down all or part of the business provided that if an employee does not have sufficient accrued leave he/she may be required to take leave without pay and the employer gives at least 2 weeks' notice of the requirement.
- 22.11 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.

**23. PERSONAL/CARER'S LEAVE**

- 23.1 Full time employees are entitled to 10 days paid personal/carer's leave for each year of completed service with their employer which can either be taken as sick leave or carers' leave in accordance with the National Employment Standard.
- 23.2 Personal/carer's leave accrues on the basis of 1.4615 hours pay per week of service but 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).
- 23.3 Unused paid personal/carer's leave accumulates from year to year.
- 23.4 Paid personal/carer's leave is paid at the employee's hourly rate of pay, as per Schedule A.
- 23.5 Where a public holiday falls during a period of paid personal/carer's leave the employee is taken not to be on personal/carer's leave on that day.

**24. PERSONAL LEAVE**

- 24.1 An employee is 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.
- 24.2 After an absence of 2 days or more or after 2 absences of less than 2 days in any year, the employer may for any future absence require an employee to provide proof to satisfy a reasonable person. For the purpose of this Agreement reasonable proof is:
- 24.3 a medical certificate indicating that the employee was unfit for work because of personal illness or injury; or
- 24.4 where it is not reasonably practical to obtain a medical certificate a statutory declaration detailing the same information.

**25. CARER'S LEAVE**

- 25.1 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:
- a) personal illness or personal injury affecting the member; or
  - b) an unexpected emergency affecting the member.
- 25.2 For the purpose of this Agreement:
- a) **'Immediate family'** means:
    - a) the employee's spouse, defacto partner, child, parent, grandparent, grandchild, or sibling; or

- b) a child, parent , grandparent, grandchild, or sibling of the employee's spouse or defacto partner.
  - b) 'Household' means any other person who lives with the employee as a member of his/her family.
- 25.3 Paid carer's leave is deducted from the employee's accrued paid personal/carer's leave.
- 25.4 Employees are entitled to a period of up to 2 days unpaid carer's leave per occasion. Full-time employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- 25.5 For all absences an employee must provide proof to satisfy a reasonable person. For the purpose of this Agreement reasonable proof is:
  - a) In the case of illness or injury of a member of the employee's immediate family or household:
    - a) a medical certificate indicating that the immediate family or household member had a personal illness or injury during a period of the leave; or
    - b) 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.
  - b) 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.
- 25.6 The Company may require an 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.

## **26. COMPASSIONATE LEAVE**

- 26.1 Full time employees are entitled to 2 days compassionate leave per occasion in accordance with the National Employment Standard where a member of their immediate family or household:
  - a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life; or
  - b) dies.
- 26.2 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.

26.3 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.

**27. COMMUNITY LEAVE SERVICE**

27.1 Employees are entitled to community service leave, in accordance with the National Employment Standard 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.

27.2 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.

27.3 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 ordinary rate of pay for the ordinary hours the employee was scheduled to work.

27.4 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.

**28. PUBLIC HOLIDAYS**

28.1 The following days shall be observed as public holidays: New Year's Day (1 January), Australia Day (26 January), Good Friday, Easter Monday, ANZAC Day (25 April), Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day (25 December) and Boxing Day (26 December).

28.2 The parties agree that when one of the days listed above falls on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be treated as a public holiday in lieu of the days listed above.

28.3 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 hours of work on that day.

28.4 Where an employee works on a public holiday they shall be entitled to be paid at the rate 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.

**29. LONG SERVICE LEAVE**

29.1 An employee shall be entitled to long service leave in accordance with the relevant state legislation in which the work is undertaken which in WA is the *WA Long Service Leave Act 1958* (as amended).

**30. FAMILY AND DOMESTIC VIOLENCE LEAVE**

30.1 An employee shall be entitled to unpaid family and domestic violence leave in accordance with the National Employment Standards (NES), including all conditions and parameters and evidence requirements as outlined in the NES.

**31. UNPAID PARENTAL LEAVE**

31.1 An employee is entitled to, after 12 months continuous service with the Company, unpaid parental leave following the birth or adoption of a child in accordance with the National Employment Standard.

31.2 In summary, the entitlement to parental leave is up to 12 months unpaid parental leave (extendable in certain circumstances) which can be taken as maternity leave and/or parental leave, or adoption leave.

31.3 Your entitlement is subject to the employee complying with certain other requirements relating to notice periods, information and documentation, cancellation and variation of leave.

**PART 6 – CONSULTATION & ISSUE RESOLUTION**

**32. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

**33. *Major Workplace Change***

33.1 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).

- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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***

- 33.6 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.
- 33.7 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 employer reasonably believes will be the effects of the change on the employees and information about any other matters the employer reasonably believes are likely to affect the employees.
- 33.8 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 33.9 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.
- 33.10 The Company will give prompt and genuine consideration to matters raised about the change by the affected employees.

33.11 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.

**34. WAGE ADJUSTMENT MECHANISM**

An economic "trigger" mechanism will be applied to this agreement in the event there are major, abnormal W.A. inflation variations that significantly impact on the parties to this agreement.

34.1 The "trigger" is set at a  $\pm 2\%$  change in CPI (Perth) measured on a quarterly basis by the Australian Bureau of Statistics ("ABS 6401 table 1").

34.2 If this quarterly change is sustained for 2 consecutive quarters, then the "Employer" or "Employees" can request a meeting to review the timing of scheduled Base Rate changes as outlined in Schedule A of this Agreement.

34.3 Perth CPI (ABS 6401 Table 1) at Dec 2010 was 174.1, and updates will be circulated on a quarterly basis when available from the ABS.

34.4 A request for either party to exercise this "trigger" clause must be made in writing within 14 days of the circulation of ABS data.

**35. INDIVIDUAL FLEXIBILITY**

35.1 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.

35.2 The terms that an employee and the Company may agree to vary the effect of are those concerning:

- a) hours of work;
- b) overtime rates;
- c) penalty rates and shift loadings;
- d) allowances; and
- e) leave loading.

35.3 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.

- 35.4 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.
- 35.5 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.

**36. DISPUTE SETTLEMENT PROCEDURE**

- 36.1 Any question or dispute (the “matter”) that arises between the employee and the employer (the “parties”) about the meaning or effect of the agreement in relation to the National Employment Standards (NES) should firstly be attempted to be resolved by the “Parties” whereby:
- a) The employee(s) discusses the matter with other parties involved, and if the matter is not resolved at such a meeting, and the employee(s) feels that they are not going to get a fair hearing;
  - b) The employee(s) may request further discussions involving their immediate Team Leader, Supervisor and Manager. The employee will document their complaint in writing and give it to their Manager who will forward the written complaint to the HR Department. The HR Department will facilitate a meeting involving the relevant General Manager and respond to the employees’ complaint in writing. The HR Department may investigate the complaint by talking to relevant people. All discussions will be confidential.
  - c) If these mechanisms fail to address the matter the employee(s) may be granted an interview with the Executive General Manager;
  - d) If the matter remains unresolved, then either party may request that the Fair Work Commission arbitrate the matter. The decision of the Arbitrator will be final and binding on all of the parties, subject to any rights of appeal.
- 36.2 At any or all stages of the above procedure, either party may appoint a representative of their choice in writing, to assist in resolution of the dispute.
- 36.3 At all times whilst a question or dispute is being resolved normal work will continue.



**37. CONFIDENTIALITY OF INFORMATION**

37.1 The employer hereby expressly acknowledges and confirms that all information supplied to the employee for the purposes of the duties the employee perform is confidential and is the sole and exclusive property of the employer. In consideration of disclosing this information, the employee hereby acknowledges and undertake to the Company:

- a) That information relating to the business or affairs of the employer 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 employer and shall not either during their employment or thereafter, without prior written consent of the employer, 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 employer 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 employer or come into possession during employment shall become the property of the employer.

**38. HEALTH AND SAFETY**

For your safety and that of your peers, the employees are required to adhere to all safety requirements and instructions provided to the employee and fellow Company and Site Safety Policies and Procedures. Safety incidents and potential hazards must be reported immediately to the OSH Manager via Supervisors.

**38.1 Induction Programme**

It is a condition of employment that all employees undergo and successfully complete an “Induction Programme” as and when requested by the employer or their representative. Refusal to participate in the induction programme will render all offers of employment null and void.

**39. MISCELLANEOUS**

**39.1 Company Representation**

All employees are Company representation and as such the employer requires that the employee wear the Company uniform and such other PPE as specified by the employer during hours of work. 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 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-Centurion hats or caps").

All employees are responsible for maintaining work areas to a safe, clean and tidy standard. The presentation of work areas to customers, visitors and general public is a key responsibility of personnel at all levels within the Company.

**39.2 Training**

To ensure optimum use of resources, the employer expects the employee to participate fully in multi-skilling programmes and training as planned. By participation the employee will be able to develop and enhance their skills and through application of these skills, the employee will be able to add value throughout the operation. Where training is undertaken the employee shall not suffer a reduction in payment for ordinary hours and shall be reimbursed for any reasonable costs incurred upon production of receipts.

**39.3 Security**

Customers entrust the employer and its representatives (employees) with their property. To ensure that we protect their property, the employer reserves the right to affect its Personal Property Searches Policy. It is a condition of employment that the employee provides authority, without limitation, for the employer or employer nominated representative to search your personal property, vehicle, locker or bag when requested to do so.

**39.4 Damage and Discrepancy Notifications (DDN's)**

Further to the trust placed in Centurion by our customers, the Company also has an obligation to ensure client's freight is received and consigned in the correct manner and is handled without damage. All employees are responsible for ensuring that DDN forms are

raised as soon as errors in process or damage to goods are recognised so that remedial action can be taken and processes reviewed as appropriate.

**39.5 Freight Not Fit To Travel**

Further to the trust placed in Centurion by our customers, the Company also has an obligation to ensure that the client's freight travels without damage. Where freight is received or picked up by an employee from a Third Party and packaging is not deemed to be adequate to ensure the safe loading and travel of the freight on employer vehicles it is the responsibility of the employee to abide by the relevant Policies and Procedures.

**39.6 Workers Compensation**

The employer 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 employer's nominated insurance company.

**39.7 Delays, Breakdown or Impassable Highways**

An employee must be paid for all time up to a maximum of ten hours in any period of 24 hours at the rate prescribed in Schedule A where a heavy haulage operation is delayed because of breakdowns or impassable highways. Provided that the employee must take all reasonable steps to minimise the period of delay.

**39.8 Access to the Agreement & NES**

A copy of this Agreement and the NES shall be made available by the Company upon request from an employee.

## SCHEDULE A

**Rates of Pay**

Employees shall be paid the following hourly rate of pay from the commencement date of this Agreement:

Classification	Year 1 Base Rate	Year 2 Base Rate	Year 3 Base Rate
Pilot Vehicle Driver	\$28.28	\$28.56	\$28.85
Trailerman	\$30.30	\$30.60	\$30.91
General/Tyre Trailer Driver	\$35.35	\$35.70	\$36.06
Low Loader Driver	\$37.88	\$38.25	\$38.64
Low Loader Driver Advanced	\$40.40	\$40.80	\$41.21
Platform Driver	\$42.93	\$43.35	\$43.79
Platform Driver Advanced	\$45.45	\$45.90	\$46.36

**Classification Levels:**

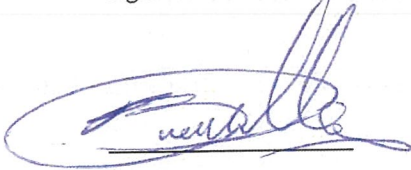
Employee classification reviews are based on a combination of employee performance, experience and skill level and type of work being completed.

If deemed appropriate by the company, some employees may be re-classified to a higher level during the life of the agreement. The decision to re-classify an employee will be made at the absolute discretion of the company.

## SIGNATURES

EMPLOYER

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



Signature on behalf of  
the Company

BRENDAN DUROISELLE

Name of person authorised  
to sign

Date: 12/03/19

SENIOR HR ADVISOR

Position

13 YAGINE CLOSE, PERTH AIRPORT, WA

Address

6105

Post Code

AUTHORISED BARGAINING REPRESENTATIVE

Signed for and on behalf of the Bargaining Representative.



Signature

STUART HARP

Name of Person authorised  
to sign

Date: 12/03/19

DRIVER

Position

1537 IBSWICH RD ROCKLEA 4106

Address

Post Code



**FAIR WORK COMMISSION**

**TITLE OF MATTER:** Application by CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust.  
**SECTION:** s.185 – Application for approval of a single Enterprise Agreement  
**SUBJECT:** CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust National Heavy Haulage Enterprise Agreement 2019  
**MATTER NUMBER:** AG2019/746

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**EMPLOYER UNDERTAKING 18 JUNE 2019**

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I, Paul Doherty, Executive General Manager – People & Culture am authorised to give the following Undertakings in relation to the application and operation of the CFC Consolidated Pty Ltd as Trustee for the CFC Employment Trust National Heavy Haulage Enterprise Agreement 2019

**1. Shift Worker**

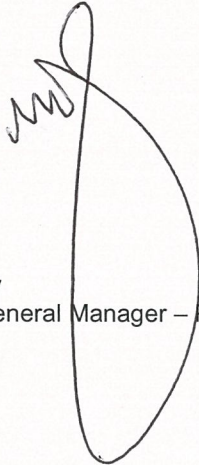
If the employee is a continuous shift worker i.e. the employee is regularly rostered to work Sundays and Public holidays, the employee will be entitled to accrue one (1) additional week of paid annual leave based on a 38 hour week for each year of service completed with the Company

**2. Loaded rates and casual employment**

*In relation to clause 10.3, at the end of Each calendar month the employer will determine whether for any casual employee who has worked on weekends, 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.*

*The amount of any shortfall identified by the employer 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 this agreement*

Signature  
Paul Doherty  
Executive General Manager – People & Culture



Date 18<sup>TH</sup> JUNE 2019.