



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Sct Opco Pty Ltd T/A Sct Logistics**  
(AG2024/1068)

## **SCT LOGISTICS PARKES ENTERPRISE AGREEMENT 2023**

Transport industry

DEPUTY PRESIDENT SLEVIN

SYDNEY, 10 MAY 2024

*Application for approval of the SCT Logistics Parkes Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *SCT Logistics Parkes Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act) by Sct Opco Pty Ltd T/A Sct Logistics. The Agreement is a single enterprise agreement. The Commission must approve the Agreement if satisfied that the requirements in ss. 186 and 187 are met.

[2] The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Having regard to the material contained in the application and filed in relation to it, including submissions of the applicant as to intended operation of the Agreement, I am satisfied that each of the requirements of ss.186 and 187 are met.

[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 was approved on 10 May 2024 and, in accordance with s.54, will operate from 17 May 2024. The nominal expiry date of the Agreement at clause 3.2 is 30 November 2026.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE524571 PR774756>

## **FAIR WORK ACT 2009**

### ***Chapter 2 Part 2-4 Transport Industry***



## **SCT LOGISTICS PARKES ENTERPRISE AGREEMENT 2023**

This Agreement is made pursuant to *Chapter 2 Part 2-4* of the *Fair Work Act 2009* (Cth) between SCT OPCO Pty Ltd T/A SCT Logistics ('the Company' or 'the Employer') and the Employees engaged at the Company's Parkes site, 249 Brolgan Road, Parkes NSW 2870 and it is mutually agreed as follows:

## **1. TITLE**

This Agreement shall be known as the SCT Logistics Parkes Enterprise Agreement 2023. It applies to the operational activities at the Company's, Brolgan Road, Parkes NSW 2870, site. It will supersede all previous agreements.

## **2. TABLE OF CONTENTS**

<b>Clause No.</b>	<b>Subject Matter</b>	<b>Page Number</b>
1.	Title	2
2.	Table of Contents	2
3.	Length of Agreement	4
4.	Parties Bound	4
5.	Relationship to Award	4
6.	Relationship to NES	4
7.	No Extra Claims	4
8.	Rates of Pay and Classifications	5
9.	Payment of Wages	8
10.	Hours of Work	8
11.	Meal Breaks	11
12.	Meal Allowance	12
13.	Probationary Period	12
14.	Part-time Employment	12
15.	Casual Employment	13
16.	Conditions of Employment	14
17.	Public Holidays	14
18.	Annual Leave	15
19.	Personal/Carers Leave	15
20.	Compassionate Leave	17
21.	Long Service Leave	18
22.	Pandemic Leave	18
23.	Domestic Violence Leave	18
24.	Delegates Leave	20
25.	Union Meetings	20
26.	Uniforms	20
27.	Medical Checks	21
28.	Employee Responsibilities	21
29.	Overpayment/Underpayment	22
30.	Drugs and Alcohol	22
31.	Additional Duties	23
32.	Smoking/Vaping	23
33.	Traffic Infringements	23
34.	Valid Licence	23
35.	Vehicle Maintenance	24
36.	Passengers	24
37.	Multiskilling	24
38.	Job Security	24
39.	Safety	24
40.	Settlement of Disputes	25
41.	Flexibility	26
42.	Consultation	27

*SCT Logistics Parkes Enterprise Agreement 2023*

43.	Consultative Committees	30
44.	Quality Assurance	30
45.	Superannuation	31
46.	Technological Change	31
47.	Anti-Discrimination	32
	Signatories	33

### **3. LENGTH OF AGREEMENT**

- 3.1 This Agreement will come into effect 7 days following the date of approval by the Fair Work Commission ("FWC").
- 3.2 This Agreement shall have a nominal expiry date of 30 November 2026.
- 3.3 The Parties have agreed that they will seek to commence negotiations for a replacement to this Agreement 6 months prior to the nominal expiry date of this Agreement, or as soon as is reasonably practicable thereafter.

### **4. PARTIES BOUND**

This Agreement shall be binding upon:

- 4.1 SCT Opco Pty Ltd (ACN: 651 271 966) (the Company) in respect of all employees engaged to perform driving duties or such other duties as provided for in the classifications contained within this Agreement.
- 4.2 Employees of the Company who are engaged under the classifications contained herein.
- 4.3 The Transport Workers' Union of Australia (TWU), NSW Branch.

### **5. RELATIONSHIP TO AWARD**

- 5.1 The general terms and conditions of employment as detailed in the Road Transport & Distribution Award 2020 (RTD Award) or the Road Transport (Long Distance Operations) Award 2020 (LDO Award) shall be incorporated into this agreement.
- 5.2 Under this Agreement, it is agreed and accepted that employees can move between coverage of the RTD Award and LDO Award as the transport task requires without the payment of the allowance specified in sub-clause 18.2 (c)(i) of the LDO Award.
- 5.3 Where any inconsistency between the terms of this Agreement and the terms of the RTD Award or LDO Award arise, then the terms of this Agreement shall apply. Any dispute regarding the interaction of the RTD Award or the LDO Award and the Agreement shall be dealt with in accordance with the dispute resolution procedure contained at clause 40 of this Agreement.

### **6. RELATIONSHIP TO NES**

- 6.1 This Agreement operates in conjunction with the National Employment Standards (NES). Certain provisions of this Agreement may supplement the NES but nothing in this Agreement will operate so as to provide a detrimental outcome for Employees as compared to an entitlement under the NES.

### **7. NO EXTRA CLAIMS**

- 7.1 It is the intention that this agreement covers all matters or claims

regarding the employment of the employees and no changes to the conditions of employment will be sought or made.

## 8. RATES OF PAY AND CLASSIFICATIONS

During the life of this agreement the following wage increases shall apply:

- a) On condition of approval by the FWC, effective from the first full pay period after the Agreement is made and back paid to 14 November 2023, the weekly wage rates and per Km rates of pay shall be as specified in column 3 of clause 8.1 and 8.3.1.
- b) Effective from the first full pay period on or after 14 November 2024 the weekly wage rates and per kilometer rates shall be as specified in column 4 of clauses 8.1 and 8.3.1.
- c) Effective from the first full pay period on or after 14 November 2025 the weekly wage rates and per kilometer rates shall be as specified in column 5 of clauses 8.1 and 8.3.1.

### 8.1 Rates of Pay – Permanent Employees

<b>Classification - As per RTD Award</b> <i>(Column 1)</i>	<b>Current Rate</b> <i>(Column 2)</i>	<b>From date 14 November 2023</b> <i>(Column 3)</i>	<b>From 14 November 2024</b> <i>(Column 4)</i>	<b>From 14 November 2025</b> <i>(Column 5)</i>
<b>Grade 1- Labourer</b>	\$27.77	\$28.95	\$29.96	\$31.01
<b>Grade 3 - Forklift Operator</b>	\$28.57	\$29.78	\$30.83	\$31.91
<b>Grade 6 - Truck Driver/Forklift Operator in excess of 5 ton</b>	\$31.15	\$32.47	\$33.61	\$34.79
<b>Grade 8- Reach Stacker Operator/ B-Double Truck Driver</b>	\$33.77	\$35.21	\$36.44	\$37.71

#### 8.1.1. Leading Hand Allowance (RTD Award Only)

Employees appointed as leading hands shall be paid a Leading Hand allowance of \$100 per week and shall be classified at least Grade 6.

#### 8.1.2. Trainers

Employees who are required to undertake training of other Employees shall for any day on which they are required to perform such duties be paid at a minimum classification level Grade 6 plus \$70 per week, pro-rata.

**8.1.3. Terminal Driving Fill in Work**

Employees who have agreed to upskill and are qualified to perform work as a Terminal Driver from time to time may be required to work in that function. When working in that function they shall be paid a minimum rate equivalent to Grade 8 for the period so working plus \$50 per day.

**8.1.4. Shunter Fill in Work**

Employees who have agreed to upskill and are qualified to perform work as a Shunter from time to time may be required to work in that function. When working in that function they shall be paid a minimum rate equivalent to Grade 6 for the period so working plus \$50 per day.

**8.2 Rates of Pay – Kilometer Driving method – Long Distance**

8.2.1. An Employee engaged in long distance operation may be paid for the driving component of a particular journey by multiplying the number of kilometres travelled by the cents per kilometer rate for the relevant classification set out in the following table:

<b>Classification - As per LDO Award</b> <i>(Column 1)</i>	<b>Current Rate – Cents/km</b> <i>(Column 2)</i>	<b>From date Agreement is made</b> <i>(Column 3)</i>	<b>From 14 November 2024</b> <i>(Column 4)</i>	<b>From 14 November 2025</b> <i>(Column 5)</i>
<b>Grade 6 - Truck Driver</b>	54.67	56.99	58.99	61.05
<b>Grade 8 - Truck Driver</b>	60.08	62.63	64.83	67.09

- a) Employees employed in long distance operations will be entitled to payment on an hourly basis during periods of annual, personal, long service leave and for delays as defined at clause 15 of the LDO Award and for public holidays not worked. The applicable hourly rate shall be calculated by reference to those rates set out at Grades 6 and 8 of clause 8.1 for drivers.

**8.2.2. Over the Hill Allowance (LDO Award only)**

Employees will be paid a \$15 allowance on each occasion they travel past Mt Victoria between Parkes and Sydney.

**8.2.3. Central West Allowance (LDO Award only)**

Where a driver is requested to collect freight from Blayney NSW that Truck Driver will receive an allowance of \$50 per load.

8.2.4. The Employer may at its discretion nominate any individual truck driver as a driver required to carry and use their personal mobile telephone during working hours and in the event of such nomination the employee shall be paid an annual allowance of \$75 per year, pro rata for any period of nomination and paid annually.

**8.2.5. Agreed Distances**

- a) The following schedule shows the agreed distances for long distance journeys

between the listed centers.

- Sydney - Parkes and return is 700 KM for a single truck.
- Sydney - Parkes and return is 530 KM each way for B-Doubles.
- The Kilometre (KM) rates will apply to all trips over 500 KM.

- b) The wage rates quoted above will be set for the period of the Agreement; Distances not quoted in the above schedule will be decided by the State Manager.

#### **8.2.6. Loading/Unloading Allowance**

- a) This allowance only applies to employees working on a cents per km basis.
- b) Where a driver of a single trailer is required to collect or deliver a load to a customer or to deliver a load to NDC (Yennora WOW) and performs loading/unloading duties that driver will receive an allowance of \$30.00 for unloading and \$30.00 for loading.
- c) Where a driver of a B Double trailer is required to collect or deliver a load to a customer and performs loading/unloading duties that driver will receive an allowance of \$40.00 for unloading and \$40.00 for loading.
- d) Where a driver is required to tow a QUAD trailer and is required to collect a load from or deliver a load to a customer and performs loading/unloading duties, that driver will receive an allowance of \$40.00 for unloading and \$40.00 for loading.
- e) Where a driver is required to unload and/or load at SCT Depots drivers will receive an allowance of \$30 per load or unload. If unloading/loading exceeds 2hrs refer to clause 8.2.6 (i).
- f) All pickups and deliveries must be completed in accordance with Driving Hours and Regulations.
- g) Loading or unloading means being physically engaged in the loading or unloading of the vehicle and includes tarping, installing and removing gates and operation of onboard cranes.
- h) Allowances that are claimed will be verified by SCT against manifests and drivers run sheets.
- i) The allowance takes into account direct deliveries up to 2 hours into the journey. Drivers working beyond 2 hours on deliveries and pick-ups will be paid per hour at the driver's base hourly rate.

**8.3** The rates of pay contained in 8.1 and 8.2.1 above are inclusive of all allowances and penalties under either the RTD Award or LDO Award unless otherwise provided and specified in this Agreement.

**8.4** The rates of pay in this agreement will absorb and offset any increases awarded by Fair Work Commission (FWC) or the applicable Modern Award through the life of this agreement unless FWC or the applicable Modern Award minimum rates exceed the rates above, in which case the minimum rates set by FWC or the applicable Modern Award shall apply.



## **9. PAYMENT OF WAGES**

- 9.1 Wages are paid weekly via electronic funds transfer to an account in a financial institution nominated by the employee.

## **10. HOURS OF WORK**

- 10.1 Employees shall employed as Day Workers or as Shift Workers.
- 10.2 'Ordinary Hours' will be 38 hours per week and will be worked with any reasonable additional hours required to suit the needs of the business. All employees may be rostered
- 10.3 The span of Ordinary Hours for Day Workers will be 5:00 am – 6:30 pm each day. Rostered start time may be changed within this span of hours without payment of overtime or shift penalties, as the case may be.
- 10.4 If a dayworker is required to work outside of the span of ordinary hours with 48 hours' notice of the requirement, those hours shall be Ordinary Hours and they shall be paid an allowance for those hours in accordance with clause 10.5.1 for those hours worked on those shifts.
- 10.5 If a dayworker is required to work outside of the span of ordinary hours with less than 48 hours' notice of the requirement, those hours shall be overtime hours and paid as such.

### **10.5.1. Rostered Times Allowance:**

A shift where Ordinary Hours finishes after 6:30pm but not later than 12:30am, Monday to Friday	17.5%
A shift where Ordinary Hours finish after 12:30am and at or before 8:30am, Monday to Friday	30%
Any ordinary hours worked on a Saturday	50%
Any hours worked in excess of ordinary hours on a Saturday	100%
Any ordinary hours worked on a Sunday	100%

- 10.6 **Shiftwork**  
Subject to 10.7 Employees engaged to work shiftwork as defined by clause 22 of the RTD Award shall be rostered and engaged pursuant to the provisions of clause 22 of the RTD Award.

- 10.7 **Work on Public Holidays:**

- Full-time and Part-time employees (excluding Long Distance Drivers)

Any ordinary hours worked on Christmas day or Good Friday	200%
Any Ordinary hours worked on any other public holiday	150%

Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.

- Long Distance Drivers

Work on Public Holidays shall be paid in accordance with the LDO Award based on rates set out in this Agreement at clause 8.1 or 8.2.1 as applicable

- Casual employees (excluding Long Distance Drivers)

Any ordinary hours worked on Christmas day or Good Friday	300%
Any Ordinary hours worked on any other public holiday	250%

Minimum payment will be four hours. The payment prescribed above will be in addition to the casual loading in clause 14.2, but non-cumulative.

10.7.1. Introduction of 9 ½ hour day.

The Company may, in agreement with employees, introduce a 4 X 9 1/2-hour day working week, with one day per week as a free day in order to meet particular needs of the company at any particular time. If an employee working under such an arrangement is required to work an additional day to those 4 rostered days ("the 5<sup>th</sup> Day"), the employee will be paid at the appropriate overtime rate.

## 10.8 Start Times

10.8.1. Each Employee shall have a fixed starting time, which may be permanently varied by the Company providing one week's notice, or otherwise with the agreement of the Employee provided that an Employee's starting time may be temporarily varied for any single day without penalty by:

- Agreement by the Employee and the Company; or
- The company by providing the employee with at least 12 hours' notice that the company requires the employee to start a shift up to two (2) hours earlier than the fixed starting time provided the employee has had the prescribed 10-hour rest period between shifts.
- The company by providing the employee with at least 4 hours' notice that the company requires the employee to start a shift up to two (2) hours later than the fixed starting time.

10.8.2. Employees are expected to make any necessary arrangements to ensure they arrive at work at a time that enables them to present themselves to their supervisor Fit for Work and ready to commence their work at their specified starting time.

## 10.9 Overtime

10.9.1. Overtime shall be paid in accordance with the applicable Award.

10.9.2. Employees agree to cover the reasonable overtime requirements of the Company.

10.9.3. Cancelled overtime without minimum notice (8hours) employees will receive a minimum payment (4hours).

10.9.4. Preference of overtime shall be offered to permanent employees then casuals and then labour hire.

**10.9.5. Reasonable Overtime**

- a) Provided that the request is made at least 4 hours prior to the conclusion of any shift employees agree that they will accept as reasonable and work requested overtime up to a maximum of 4 hours on Friday or Saturday (covering both Day and Night Shifts commencing on Friday) or another nominated day replacing Friday in the event train schedules change.
- b) When a task, including but not limited to loading or unloading wagons or trucks, is allocated to a particular employee/s, it is agreed that task shall be completed by that employee or those employees.

10.9.6. Unless otherwise unreasonable to do so, Employees agree that where a task is allocated to them:

- a) Which has an anticipated duration as set out in this clause; and
- b) Which is allocated within the usual rostered hours such that no more than 2/3 of the anticipated duration would fall as overtime.

They will accept that overtime as reasonable overtime and work such overtime as may be required to complete the allocated task.

If an employee the request unreasonable the employee must provide a reason acceptable to the Employer for it being unreasonable.

**Tasks with anticipated duration**

Loading Wagons - average time is 2.5 hours  
Unloading Wagons - average time is 1 hour  
Loading Single Trucks - average time is 1 hour  
Loading B-Double Trucks - average time is 90 minutes  
Unloading Single Trucks - average time is 30 minutes  
Unloading B-Double Trucks - average time is 45 minutes

**10.10 RDOs (LDO Award Only)**

10.10.1. Long Distance Drivers shall accrue Rostered Days Off ("RDOs") in accordance with clause 13.5 of the LDO Award.

**10.11 RDOs (RTD Award Only)**

10.11.1. Other employees covered under this Agreement will have the choice of three (3) options. The Employee may elect an option to apply twice per year with election being made two (2) weeks prior to 1st June and 1st December each year.

10.11.2. Without agreement otherwise, no change to accrual method will be permitted out of the time frames set of twice per year, but the Employer may change the time for election at its discretion.

*Option 1*

Employees will work 8 hours per day with 0.4 hours per day accruing towards a RDO bank.

Overtime rates will apply as per the Road Transport and Distribution Award 2010 after the completion of 8 hours' work per day.

If an employee has a positive RDO bank balance of 1 day or greater (7.6 hours or more) as at the payment date of the first full pay period after 1 June and 1 December each year they shall be paid the account balance in that pay period at applicable ordinary hourly rates.

If an employee has negative RDO bank balance at that time, no payment shall be made to that employee and future accruals shall be used to offset the negative balance before any future payments are made.

An employee, with the consent of their manager, use their accumulated RDO bank when they have personal matters requiring urgent attention, pressing family circumstances or need to attend special occasions or for such other purpose as may be agreed. Such time as granted by the Manager shall be deducted from their accumulated RDO bank balance.

*Option 2*

Time for RDO's will accrue at the rate of two (2) hours for every 40 ordinary hours worked.

RDO's will be taken as they become due and according to a schedule maintained and implemented by the Company and its management. The schedule will accommodate the Company's commitments to its customers and may vary from time to time.

Overtime rates will apply as per the Road Transport and Distribution Award 2020 after the completion of 8 hours' work per day.

If for any reason RDO's are not utilised during the period, then any balance as at the first full pay period after 1 June and 1 December each year shall be paid in accordance with Option 1.

*Option 3*

There is no accrual for an RDO and the employee will work a 38 hour week

## **11. MEAL BREAKS**

- 11.1 Employees are entitled to meal and rest breaks in accordance with the applicable Award.
- 11.2 Employees are to take their meal break during normal working hours. Meal breaks outside this period will not be paid unless authorization is given by the Shift Manager.
- 11.3 Meal and crib breaks will be taken by individual employees on a staggered basis as work permits.

## **12. MEAL ALLOWANCE**

- 12.1 This clause does not apply to employees working on a cents per km basis.
- 12.2 An employee required to work overtime for two hours or more after completing ordinary hours of work shall either be supplied with a meal or be paid \$20.00 for each meal required to be taken during the period of overtime.
- 12.3 This provision will specifically replace provisions of clauses 26.2 and 26.3 of the Road Transport & Distribution Award 2020.

## **13. PROBATIONARY PERIOD**

- 13.1 13.1 All new employees are subject to a six (6) month probationary period. Continuing employment is subject to the satisfactory completion of the probationary period.

## **14. PART TIME EMPLOYMENT**

- 14.1 At the time of engagement, SCT and the part-time employee will agree in writing on the pattern of work required including the number of ordinary hours per week which shall not be less than 20 hours per week base Hours") spread over no more than 3 shifts per week, the days on which the work is to be performed and for employees covered by the RTD Award the usual daily starting and finishing times. The days on which work is done and the start and finish times may be changed by Agreement between the Employer and Employee.
- 14.2 A part-time Employee will be paid for ordinary hours worked, including flexed up hours, at the rate of 1/38th of the weekly base rate applicable to the classification of work performed under this Agreement or at the applicable cents per KM rate as appropriate to the type of work performed.
- 14.3 In addition to working their contract hours as per their standard roster, a part time team member can be offered additional hours based on the operational needs of SCT ( 'Additional Hours' ). Additional hours may change with operational needs and are not guaranteed to be offered. The part time team member may accept the additional hours on the terms below, or the part time team member can decline the Additional hours without penalty.
- 14.4 Additional hours are offered on a voluntary basis in addition to the part time team member's existing standard roster. A part time team member may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any one week. The part time team member needs to provide their consent to the additional hours in writing before the additional hours are worked.
- 14.5 A part time team member can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the team member at any time. Such a variation or revocation in writing may be

made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by SCT and provided to the team member on request. This may be provided by electronic means as noted above. For clarity, the provision of standing consent and availability does not require a team member to accept additional hours (even if those hours fall within their stated availability) and they may continue to decline any additional hours that may be offered.

- 14.6 The first additional shift will be paid at the part time team member's base rate of pay and treated as ordinary Hours ("Flex Up"). Any subsequent shift will be paid at applicable overtime rates. The employer is required to roster a regular part-time Employees for a minimum of four (4) consecutive hours on any shift.
- 14.7 There shall be a break often (10) hours between a part time employee's finishing time on one engagement and commencing time on the next engagement or 8 hours by mutual agreement.
- 14.8 A part-time Employee employed under the provisions of this clause must be paid at the wage level (for ordinary hours worked) as determined by the classification structure, as well as shift loadings, public holiday rates and penalty rates for the hours worked.
- If an Employee flexes up all entitlements will accrue based upon the flexed-up hours worked in the relevant period (e.g. Personal/Carer's leave, LSL, Annual Leave).
- 14.9 Subject to appropriate skills and availability, and all things being equal, any extra hours of work will be offered to part-time team members before they are offered to casual team members (where practicable).
- 14.10 If an employee has flexed up so they work the same flexed up hours each week over a period of 3 months, they may request the flexed-up hours become the regular hours and the Employer shall not unreasonably refuse such request.
- 14.11 Any permanent roster change must be provided to the employee in writing with a minimum of (7) days' notice. The agreed number of ordinary hours per week may only be varied by mutual agreement in writing.

## **15. CASUAL EMPLOYMENT**

- 15.1 A casual employee is an employee engaged as such and paid by the hour.
- 15.2 Casual employees while working Ordinary Hours shall be paid on an hourly basis the wage rate specified in clause 8.1 for their classification plus a loading of 25%.
- 15.3 Casual truck drivers while driving Long Distance trips (i.e. trips of 500km or more) shall be paid an additional 15 % on the cents per kilometer (CPK) rates set out in clause 8.2.1. Casual truck drivers not driving long distance trips will be paid in accordance with clauses 15.2, 15.4 and 15.5
- 15.4 In addition to normal overtime rates, casual employees while working overtime or outside of Ordinary Hours, will be paid on an hourly basis the wage rate for their classification in clause 8.1, plus a loading of 10%

- 15.5 A casual shift worker will be entitled to the appropriate shift penalty as provided for in clause 10.4.1 plus 25% casual loading.
- 15.6 A casual employee's minimum engagement on any shift shall be 4 hours.
- 15.7 The company shall wherever practicable notify a casual employee if services are not required the next working day.
- 15.8 Casual conversion offers and request for conversion from casual employment to full-time or part-time employment will follow the process provided for in the NES. Directly employed SCT Casuals, may request casual conversion after 6 months of employment, and SCT could consider conversion in line with the process provided for in the NES.
- 15.9 Staff employed through an agency on a Casual basis shall be paid in accordance to the rates specified in clause 8.1 for their classification plus a loading of 25%.

## **16. CONDITIONS OF EMPLOYMENT**

- 16.1 An employee may be engaged on a full-time, part-time or casual basis.
- 16.2 For full time and part time employees, employment may be terminated by the company giving the employee the required period of notice in accordance with the following table:

**Employee's period of continuous service with Period of Notice the employer:**

Not more than one year	At least 1 week
More than one year but not more than 3 years	At least 2 weeks
More than one year but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 Weeks

Provided that the required period of notice or pay in lieu of notice shall be increased by one week, where the employee is over 45 years old and has completed at least 2 years of continuous service with the business;

- 16.3 In the case of employee resignations, the notice of termination required to be given by an employee within the probationary period shall be 1 week and at any other time 2 weeks. If an employee fails to give the company the required notice, then the business shall have the right to withhold pay in accordance with the provisions of applicable Award.

Notwithstanding the forgoing, employment may be terminated by the company without notice for misconduct by an employee, for example for dishonesty, gross negligence, carelessness, smoking or vaping in prohibited places, fighting on the job, assault, or for any serious breach of the terms and conditions.

## **17. PUBLIC HOLIDAYS**

- 17.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Easter Sunday, Anzac Day, King's Birthday, Labour Day, Christmas Day and Boxing Day are observed in the areas concerned together with any other days, which are proclaimed, as

holidays for the area covered by this Agreement, shall be recognised as public holidays.

- 17.2 The Parkes Show Day shall also be observed between the hours of 12pm- 1700pm.
- 17.3 As casual employees, there is no entitlement to payment for a Public Holiday unless the employee is rostered to work. Employees rostered to work on these public holidays are entitled to a payment at the rate contained in Clause 10.6.

## **18. ANNUAL LEAVE**

- 18.1 Annual leave will accrue and be and be granted in accordance with the provisions of the NES.
- 18.2 Full time and part time employees will be paid a leave loading equating to an additional 17.5% of Ordinary Hours to a maximum of 38 per week for leave that is actually taken during their employment.
- 18.3 All employees are encouraged to take their accrued annual leave in the year it accrues, but any annual leave that is not taken during the 12 month period in which it accrues will be carried over to the next 12 month period.
- 18.4 The Company operates an annual leave roster which determines the availability of annual leave at particular times of the year in order to ensure the Company is able to maintain adequate staffing levels throughout the year. In order to minimise the possibility of leave requests being refused at any particular time Employees:
  - 18.4.1. Employees must notify the Company of their preferred dates to take their annual leave at the time the annual leave roster is produced.
  - 18.4.2. Inform the Company of any special circumstances or reasons why the Employee must take leave at a particular time.
  - 18.4.3. Where an employee has 8 or more weeks of annual leave accrued, but untaken the employer may direct the employee to take any or all of that leave if agreement cannot be reached with the employee about a time for taking the leave and upon provision of 28 days written notice.

## **19. PERSONAL/CARERS LEAVE**

- 19.1 Personal Leave will accrue and be granted in accordance with the provisions of the NES.
  - 19.1.1. For each year of service a full time employee is entitled to 10 days of paid personal/carer's leave and part time entitlements are pro rata.
- 19.2 Payment
  - a) Personal leave shall be paid at the rates provided in clause 8.1 provided the Employee has accrued entitlement.



- b) To be paid personal leave, the employee must meet the following requirements:
  - (i) have a credit entitlement to a period of paid personal/carer's leave from which to deduct sick leave;
  - (ii) notify the Employer of the absence as soon as reasonably practicable;
  - (iii) advise the Employer how long the absence on sick leave is likely to be; and
  - (iv) provide evidence as per the NES.
- c) For the purposes of this clause documentary evidence satisfactory to the Employer shall be a medical certificate as required under clause 19.2(d) or if it is not reasonably practicable for a medical certificate to be provided, a statutory declaration made by the employee will be acceptable provided it explains the reason for not being able to obtain a medical certificate.
- d) An employee absent due to illness or injury, whether the period is paid or unpaid, for two (2) or more consecutive days or on more than two (2) single days or singular days before or after a public holiday, in any year shall provide evidence as per the NES to cover the period of absence and confirming they are unable to work.
- e) Personal leave shall not apply for illnesses or injury covered by worker's compensation.

**19.3 Personal/Carers Leave Cumulation**

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

**19.4 Carer's Leave**

- a) Carer's leave is leave to provide care and support to a member of the employee's immediately family or household who requires care or support because of an illness or injury or an unexpected emergency.
- b) Carer's leave shall be paid at the rate specified in the Clause 8.1.
- c) To be paid carer's leave, the employee must meet the following requirements:
  - (i) have a credit entitlement to a period of paid personal/carer's leave from which to deduct sick leave;
  - (ii) notify the Employer of the absence as soon as reasonably practicable;
  - (iii) advise the Employer how long the absence on carer's leave is likely to be; and
  - (iv) provide evidence as per the NES.

**19.5 Cashing Out Sick Leave**

19.5.1. An Employee may request in writing to cash out a portion of their personal leave provided:

- a) Cashing out of sick leave shall be allowed once per year, and payment shall be made in the pay period immediately preceding Christmas day.
- b) The request to cash out must be received by the company at least [1 week] prior to the end of the pay period immediately preceding Christmas day.
- c) The amount that can be cashed out annually must not be greater than half the net annual accrual in 12 month period up to 24th December in the year the cash out is to be made.
- d) The net annual accrual is the annual accrual of 10 days leave less leave taken during the preceding year.
- e) In accordance with the provisions of the Fair Work Act 2009, cash out of personal leave will not be agreed to if it would reduce the employee's total accumulated accrued leave to less than 15 days.
- f) The Company shall not withhold their consent to such a request to cash out personal leave unreasonably.

**20. COMPASSONATE LEAVE**

20.1 Employees' entitlement to compassionate leave is in accordance with the NES.

20.2 Eligible employees are entitled to two (2) days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- a) dies, or contracts or develops a life-threatening illness or injury;; or
- b) a baby in their immediate family or household is stillborn
- c) they have a miscarriage, or
- d) their current spouse or de facto partner has a miscarriage.

20.3 Further employee entitlements to compassionate leave are defined in the SCT Logistics Leave Policy.

20.4 However, the employee is entitled to compassionate leave only if the employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

20.5 Payment for compassionate leave shall be the appropriate hourly rates provided in clause 8.1.

## **21. LONG SERVICE LEAVE**

- 21.1 All employees covered by this Agreement shall be entitled to long service leave on full pay, subject to, and in accordance with the long service leave provisions of the NSW Long Service Leave Act, 1955 at the rates contained in Clause 8.1.
- 21.2 In accordance with the NSW Long Service Leave Act 1955, employees will accumulate 2 months long service leave for 10 years' service and 1 month Long Service Leave for every 5 years thereafter.
- 21.3 Employees shall be entitled to payment of pro rata Long Service Leave on termination after 5 years continuous service.

## **22. PANDEMIC LEAVE**

- 22.1 All employees covered by this agreement may use personal leave accruals during any period of absence where the absence is required because of a government or other issued directive which prevents them attending work (for example periods of quarantine or isolation).

## **23. DOMESTIC VIOLENCE LEAVE**

### **23.1 General Principle**

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees that experience family violence.

### **23.2 Definition of Family Violence**

For the purposes of this clause the Employer applies the definition of Family Violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

### **23.3 General Measures**

- a) Proof of family violence may be required and can be in the form of an agreed document issued by a Police Service, a Court, a registered Medical Practitioner or Clinical Psychologist. The Employer may accept a Statutory Declaration in circumstances where it is considered appropriate.
- b) All personal information concerning family violence will be kept confidential in line with the Employer's Policy and relevant legislation. No personal information will be kept on an Employee's personnel file without their express written permission.
- c) No adverse will be taken against an Employee if their attendance or performance at work suffers as a direct result of experiencing family violence.

- d) The Employer will identify a contact in Human Resources who will be cognisant of family violence and privacy management issues. The Employer will advertise the name of the contact within the workplace.
- e) An Employee experiencing family violence may raise the issue with their Manager or the Human Resources contact. The Manager may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.
- f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's Manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide.
- g) The Employer may develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an Employee reports family violence.

23.4 Leave

- a) An Employee experiencing family violence will have access to up to 10 days per year of paid special leave for medical appointments, legal proceedings and other agreed matters arising from family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. It is recognised that on occasions such leave may be sought retrospectively and in such circumstances the Employee will contact the Employer at the earliest opportunity concerning such leave.
- b) An Employee who supports a person experiencing family violence may apply to take carer's leave to accompany them to court, to hospital, or to mind children where circumstances require such additional support be provided.

23.5 Individual Support

- a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
  - Changes to their span of hours or pattern of hours and/or shift patterns,
  - Job redesign or changes to duties,
  - Relocation to suitable employment within the workplace,
  - a change to their telephone number or email address to avoid harassing contact, and
  - Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) An employee experiencing family violence will be assisted in gaining access to an Employee Assistance Program (EAP) provider or such other like specialist practitioner/professional experienced in assisting persons who are the subject of family violence.

An Employee that discloses to the Employer that they are experiencing family violence will be given a resource pack of information regarding support services.

#### **24. DELEGATES LEAVE**

- 24.1 Each year the Employer shall permit nominated Union delegates to access up to a maximum cumulative total of 10 days paid leave which they may allocate between Delegates in proportions they deem fit (inclusive of two days paid leave to attend the annual union delegates conference and attendance at enterprise agreement report back meetings) to attend Union delegates meetings or training.
- 24.2 The Delegate or Union must provide as much notice of the requested leave and any details of the purpose for which it is being used to the Employer and as soon as reasonably practicable.
- 24.3 The Employer may decline the leave on reasonable business grounds or if inadequate notice is given.

#### **25. UNION MEETINGS**

- 25.1 Paid yard meetings

The Employer will permit union meetings with employees of no more than 30 minutes duration (unless longer is agreed at a local level) during paid working time twice in each 12 month period for each shift if shift work applies for the purpose of providing information and receiving feedback in relation to the enterprise agreement, superannuation, industrial matters and any other matters relevant to Transport Workers.

#### **26. UNIFORMS**

- 26.1 New New Full Time Employees will be provided with 5 polo shirts, 2 Jumpers, 1 Jacket, 3 pairs of pants and 1 pair of boots. Wet weather gear will be supplied to employees who are required to work and cold room gear will be supplied to employees who are required to work in the chillers.
- 26.2 Part Time employees will be supplied uniform on a pro rata basis to that of full time employees and casual employees will be supplied uniforms appropriately for the work requested of them.
- 26.3 All employees are to wear their uniform supplied along with any protective equipment when at work.
- 26.4 Uniforms will be replaced on a fair wear and tear basis.
- 26.5 A high standard of presentation and appearance is expected from all Employees. Clothing including hats bearing logos other than that of the Company are not to be worn.
- 26.6 On termination of employment all employees are required to return their uniforms or protective clothing to their supervisor.

- 26.7 Uniforms are to be work for work purposes only and should not be worn during employees non-working hours.

## **27. MEDICAL CHECKS**

- 27.1 The Company requires all employees to submit to a medical examination prior to engagement and which examination is paid for by the Employer.
- 27.2 Any offer of employment is conditional upon the employee being certified by a medical practitioner as meeting the reasonable medical standards required to carry out the inherent requirements of the job to which they will be appointed.
- 27.3 The Company may require an Employee to undergo further medical examination at any time during employment and at its discretion.
- 27.4 If a Supervisor has a reasonable suspicion that an employee is impaired, whether through observation, incident or accident, the Supervisor may require the employee to undertake a drug and alcohol test or undergo any reasonable assessment of fitness for duty.
- 27.5 If an employee is employed in a position which required periodic fitness certification or medical check the Employee is responsible for making arrangements for such checks, but the Employer shall pay the cost of the assessment.
- 27.6 If the initial assessment requires further investigation or inquiry before the Employee is certified fully fit for all duties without restriction the costs of further assessment shall not be borne by the Employer.
- 27.7 Unless otherwise agreed all other medical examination or testing required to assess fitness for duty shall be paid by the Employee.

## **28. EMPLOYEE RESPONSIBILITIES**

- 28.1 The employee will diligently and faithfully perform all the duties and responsibilities of his employment as directed by the employer and other such duties as may be reasonably required by the employer from time to time. The employee undertakes:
- To devote the whole of the employee's working time and attention and use the employee's best endeavours to further the development, reputation and business of the employer; and
  - To observe all lawful directions, orders, instructions and policies (as varied from time to time) of the employer; and
  - Not to be directly or indirectly involved or engaged in work for or provide services to any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the company, unless otherwise agreed to in writing by the company.

## **29. OVERPAYMENTS/UNDERPAYMENTS**

- 29.1 If the Employer discovers an overpayment has been processed and made to an employee, it will notify the employee of the overpayment and provide such evidence to support the existence of the overpayment as may be reasonably necessary.
- 29.2 The employee shall within 2 days from notification be required to confirm how the employee proposes to repay the overpayment and the parties shall seek to agree the mechanism for repayment with the employee.
- 29.3 If no agreement can be reached on the repayment, the employer may adjust the wages of the Employee in future pay weeks by an amount each week of a maximum of 7.5% of the employees' usual weekly wage for overpayments of up to \$350 and 12.5% for overpayments in excess of \$350 until such time as the overpayment is repaid.
- 29.4 If the employee leaves employment prior to the repayment of the full amount of the overpayment the adjustment may be made from any annual or other leave paid out on termination.
- 29.5 No interest shall be applied to any overpayment being recovered during any period the employee remains employed by the employer.
- 29.6 The employee may notify a dispute in relation to the alleged overpayment, in which case the disputes clause will apply. If a dispute is raised, and provided the employee remains in employment, SCT must not make any deductions from the employees pay until the dispute is resolved.
- 29.7 When agreed there has been an underpayment and if the underpayment is more than 20% of the weekly wage the underpayment will be rectified by a special pay run but otherwise will be rectified by adjustment in the next pay run following the issue being identified, or if the issue is identified too late for that pay run, in the one following.

## **30. DRUGS AND ALCOHOL**

- 30.1 The employee's employment may be terminated immediately, by notice in writing, if:
- a) The employee is found to have or have had a blood alcohol level above zero (0.00) whilst on duty, or
  - b) The employee is found to be or to have been drinking alcoholic beverages whilst on duty, during meal breaks, on workplace premises or in the employer's vehicles.
  - c) The employee is found to be or to have been under the influence of illegal or illicit drugs whilst on duty, during meal breaks, on workplace premises or in the employer's vehicles.

### **31. ADDITIONAL DUTIES**

- 31.1 Company drivers may be required to perform various administrative duties, including, but not limited to:
- Filling out "Drivers Daily Worksheet" accurately, completely and progressively throughout the shift;
  - Completing all pallet, dolly, crate or other details and appropriate paperwork, including quantity;
  - Ensuring that any amendments, additions or deletions to any order or paperwork is executed in accordance with instructions and is recorded;
  - Ensuring all paperwork is handed in daily or as required;
  - Ensuring any returned stock is accompanied by relevant paperwork;
  - Notifying supervisor of problems at delivery points, i.e. load delays, incorrect stock, unserviceable equipment etc.
  - Complying with site requirements at any place where employees are required to attend.

### **32. SMOKING/VAPING**

- 32.1 All employees will comply with the Company's Non-Smoking Policy by not smoking at any time in their workplace or anywhere within the Company's environs, including clients' premises.
- 32.2 Smoking/Vaping is only permitted during recognised meal and rest breaks and in specifically designated areas.

### **33. TRAFFIC INFRINGEMENTS**

- 33.1 Any traffic infringements and other fines for unsafe work practices will be the employee's responsibility. Such incidents may incur disciplinary action, or in serious cases, termination of employment. The employee must pay all traffic infringements incurred when in charge of a company vehicle, including, but not limited to all parking and speeding infringements.
- 33.2 All infringement notices and fines must be reported to the employee's supervisor, or another designated person, as soon as practical after the infringement has occurred or the employee has been made aware of the infringement. The employee must provide to the employer proof of payment of all fines by the due date.

### **34. VALID LICENCE**

- 34.1 All employees shall possess appropriate licences and be trained in all aspects relevant to the performance of their work tasks. The Company will



meet the cost of yard TUG, Reach stacker and Rail Related competencies and assessments and any other training individually agreed.

- 34.2 The company will have the right, at its discretion, to terminate an employee who through loss of licence or other similar cause is unable to perform their normal duties.
- 34.3 The employee may be required to produce proof of licence validity on request, and such a request may be made at any time.

### **35. VEHICLE MAINTENANCE**

The employee is responsible for:

- a) Notifying the employer of any servicing or maintenance requirements; and
- b) Washing, cleaning and maintaining the vehicle where and as directed; and
- c) Reporting to the employer any damage or traffic incident, no matter how minor and completion of a minor incident/ near miss report; and
- d) Checking the oil, brake fluid, hydraulics, lights and load restraints daily, or when at service stations or when refuelling the vehicle.

### **36. PASSENGERS**

- 36.1 The employee will not carry passengers, including family, friends or hitchhikers, in company vehicles without prior written permission in each instance, from the Branch Manager.

### **37. MULTI-SKILLING**

- 37.1 The employee will at the employer's request, carry out work he might not normally perform on a short or long term basis, to satisfy client requirements, or to ensure all equipment is utilized for the maximum benefit of the employer or client. The employee, when transferring to other duties, will receive full training to ensure competence in the new function is achieved.

### **38. JOB SECURITY**

- 38.1 The parties recognise job security is an important issue for employees and the company will fully utilise where practicable SCT Logistics employees.

### **39. SAFETY**

- 39.1 There can be no compromise with safety and that safety is both the employer's and the employee's responsibility. In particular, the employer's policy is:
- a) Notifying the employer of any servicing or maintenance requirements; and
  - b) To provide and maintain safe motor vehicles, plant and equipment.

- c) To provide the training necessary for employees to safely carry out their duties.
- d) To take all practical steps to avoid accidents.
- e) To regard all industrial accidents as preventable.
- f) To require all employees to follow safe operating practices and procedures that will safeguard the public and other employees at all times.

#### **40. SETTLEMENT OF DISPUTES**

**40.1 If a dispute relates to:**

- a) a matter arising under the agreement; or
- b) the National Employment Standards;

this term sets out procedures to settle the dispute.

**40.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.**

**40.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.**

**40.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.**

**40.5 The Fair Work Commission may deal with the dispute in 2 stages:**

- a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

**40.6 While the parties are trying to resolve the dispute using the procedures in this term:**

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or

- (iii) the work is not appropriate for the employee to perform;  
or
- (iv) there are other reasonable grounds for the employee to  
refuse to comply with the direction.

40.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### **41. FLEXIBILITY**

41.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

41.2 The employer 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.

41.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 41.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 41.5** The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing - at any time.

## **42. CONSULTATION**

- 42.1** This term applies if the employer:
- a) is considering to make a decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 42.2** Major change
- For a major change referred to in paragraph (42.1) (a) and prior to implementing the decision and major change:
- a) the employer must notify the relevant employees of the proposed decision to introduce the major change; and
  - b) subclauses (42.3) to (42.9) apply.
- 42.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 42.4** If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

**42.5** As soon as practicable after making its decision, the employer must:

a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

b) for the purposes of the discussion-provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

**42.5.1.** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

**42.6** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

**42.7** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (42.2) (a) and subclauses (42.3) and (42.5) are taken not to apply

**42.8** In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or

- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work.

**42.9 For a change referred to in paragraph (36.1) (b):**

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (36.11) to (36.15) apply.

**42.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.**

**If:**

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognize the representative.

**42.11 As soon as practicable after proposing to introduce the change, the employer must:**

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion-provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 42.12 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 42.13 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 42.14 In this term:
- relevant employees means the employees who may be affected by a change referred to in subclause (35.1).

#### **43. CONSULTATIVE COMMITTEES**

- 43.1 Consultative meetings will be convened between elected Company employees and management.
- 43.2 Consultative committees should identify flexibility's and changes that could be introduced within the business to achieve productivity improvements.
- 43.3 The changes should include consideration of work practices but this should not be the only consideration.
- 43.4 The Consultative Committee should also agree key productivity indicators and targets to achieve.
- 43.5 The Company employees elected onto the committee have the right to consult the employees prior to any agreement made to in reference to Clauses 43.2, 43.3 and 43.4 above.
- 43.6 The Consultative Committee will convene within 28 days of a written request being received from either party to discuss matters specified in that request. The Parties shall not be required to participate in more than one meeting of the Consultative Committee in any 3-month period but may agree to meet more frequently.
- 43.7 The Consultative Committee will otherwise determine its own operating procedures.

#### **44. QUALITY ASSURANCE**

- 44.1 The parties to this Agreement recognize the importance of providing the level of service required by the customers, both present and future. As such the Employees give a commitment to aid and actively participate in the Company's programme to implement and maintain accreditation under the relevant Australian Standard and to comply with the standards of such accreditation.
- 44.2 The Company and Employees to embrace greater emphasis on quality standards such as-
- Chain of Responsibility inclusive of fatigue management and load restraint
  - Attention to correct application of ropes, binders and straps
  - Truck maintenance and cab cleanliness

- Company uniform's
- Quality of load sheets and other relevant paperwork
- Return paperwork
- Damages
- Unloading procedures
- Stock picking accuracy
- Freight checking of loads by checkers and forklift operators
- Freight checking of loads by drivers
- All checking procedures
- Load maximization
- Reporting of faults
- Security Issues
- Occupation Health and Safety in the workplace.

#### **45. SUPERANNUATION**

- 45.1 "In addition to the rates of pay prescribed by this Agreement the employee shall be entitled to occupational superannuation benefits subject to the provisions of the Superannuation Guarantee (Administration) Act 1992.
- 45.2 Superannuation contributions will be calculated by reference to, and as if the employee had worked Ordinary Hours to a maximum of 38 per week based on the minimum ordinary hourly rate applicable to an employee's classification and grade as provided at clause 8.1 or 8.3.1.
- 45.3 For the purposes of this agreement, the superannuation fund into which employer contributions shall be paid on behalf of the employee shall be the TWU Superannuation Fund, (SCT's default fund) or an alternate compliant fund nominated by the employee/s.
- 45.4 Employees choosing not to join the TWU Superannuation Fund must provide details of their chosen fund in writing and such a fund must be receptive to electronic fund transfers.

#### **46. TECHNOLOGICAL CHANGE**

- 46.1 It is agreed that all drivers shall co-operate with the introduction of:
- GPS Scheduling



- Automatic Weighing
- Automation of Trip Selection
- Other Technological Changes

46.2 Management shall involve employees in discussions regarding the introduction of technological change. All employees involved in these discussions shall co-operate with the introduction of such change.

#### **47. ANTI-DISCRIMINATION**

The parties to this agreement agree that:

- 47.1 It is their intention to achieve the principle object which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, nationality, colour, sex, sexual orientation, gender identity, intersex status, age, physical disability, mental disability, intellectual disability, psychiatric disability marital or relationship status, family responsibilities, pregnancy or potential pregnancy, breastfeeding, religion, political opinion, national extraction or social origin; and
- 47.2 It is the intention of SCT, in relation to this Agreement, to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination as defined and amended from time to time, by the Anti-Discrimination Act 1977 (NSW); and
- 47.3 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this agreement; and
- 47.4 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.


**SIGNATORIES**

SIGNED for and on  
behalf of SCT Logistics  
By **Peter Handel, NSW State Manager** of  
17 John Hines Avenue, Minchinbury NSW 2770

as authorized representative of the Employer

in the presence of:

Name: Natasna Hagerthy

  
Peter Handel – NSW State Manager

Signature: 

Date: 30/11/23

SIGNED for and on behalf of the  
Transport Workers Union of  
Australia (NSW Branch) as the  
Authorised Representative of  
Employees to be covered by this  
Agreement  
by **Richard Olsen, NSW State Secretary**,  
22 John Hines Avenue  
NSW 2770 in the presence of:

Name: Akash Nagarajan

  
Richard Olsen – NSW State Secretary

Signature: 

Date: 9/04/24