



Giacci Bros Pty Ltd

Giacci Bros Pty Ltd Northern District Enterprise Agreement 2023

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1. KEY OBJECTIVES

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

2. PRELIMINARY

2.1. Title

This Agreement shall be known as the *Giacci Bros Pty Ltd Northern District Enterprise Agreement 2023* (**'the Agreement'**).

2.2. Definitions

For the purpose of this Agreement:

- 2.2.1. "Act" means the *Fair Work Act 2009* as amended or replaced from time to time.
- 2.2.2. "Agreement" means this Agreement.
- 2.2.3. "Base Rate of Pay" means the rate of pay payable to an employee for their ordinary hours of work, but not including any of the following:
 - (i) loadings;
 - (ii) monetary allowances;
 - (iii) overtime or penalty rates; and
 - (iv) any other separately identifiable amounts.
- 2.2.4. "EA year" means a consecutive 52-week period beginning on commencement of this agreement. The anniversary date will not be the same each date each year but will be 52 weeks post the previous date.
- 2.2.5. "Employee" means a person employed by the Employer who is employed within the scope of the classifications referred to in this Agreement.
- 2.2.6. "Company", "We" or "Employer" means Giacci Bros Pty Ltd.
- 2.2.7. "Employment" means the Employment of an Employee by the Employer.
- 2.2.8. "NES" means the National Employment Standards incorporated in the *Fair Work Act 2009*
- 2.2.9. "Parties" is defined in Clause 2.3 of this Agreement.
- 2.2.10. "Permanent Employee" is defined in Clause 4.1.1 of this Agreement.
- 2.2.11. "Award" means the *Black Coal Mining Industry Award 2020*
- 2.2.12. "Week" means the period from the commencement of the night Shift Sunday (into Monday) to the conclusion of the day Shift on the following Sunday.
- 2.2.13. "Workplace" means any locations where work is performed by Employees in the interests of the Employer.
- 2.2.14. "Workshop Employees" is an employee who is engaged under a classification in clause 5.1.3(ii) of this Agreement
- 2.2.15. "seven day roster employee" means an employee, other than a 6 day roster employee, who, over a roster cycle, may be rostered to work shifts on any of the 7 days of the week.
- 2.2.16. In this Agreement, unless the contrary intention appears the singular includes the plural and vice versa.

2.3. Parties Bound, Area and Scope

- 2.3.1. The Agreement is binding on the Employer and its Employees performing classifications mentioned in clause 5.1 of the Agreement who are engaged to work in the Northern District Region of New South Wales.

2.3.2. The provisions of the Black Coal Mining Industry Award 2020 at the date of this Agreement, - provided they are "allowable award matters" or read down so as to be "allowable award matters"- are the provisions of this Agreement except where this Agreement provides otherwise. Where there is any inconsistency between an award provision and a provision of this Agreement, the provision of this Agreement operates.

2.3.3. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

2.4. Duration of Agreement

2.4.1. This Agreement shall operate from the date that is seven days after the Agreement is approved by Fair Work Commission ('date of operation').

2.4.2. This Agreement has a nominal expiry date of the 1 September 2026

2.5. No Extra Claims

2.5.1. During the period of this Agreement there will be no further claims.

3. THE AGREEMENT

3.1. Employee and Employer Responsibilities

3.1.1. The Employer may direct an Employee to carry out work duties that are within the Employee's skills, competence and training and the Employee must perform all duties and responsibilities of their Employment in accordance with all lawful directions provided by the Employer.

3.1.2. All Employees must take responsibility for their actions and omissions during the course of Employment.

3.2. Consultation Regarding Major Workplace Change

3.2.1. This term applies if the Employer:

- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

3.2.2. For a major change referred to in paragraph 3.2.1(i)

- (i) the Employer must notify the relevant employees of the decision to introduce the major change; and
- (ii) subclauses 3.2.3 to 3.2.9 apply.

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

3.2.4. If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 3.2.5. As soon as practicable after making its decision, the Employer must:
- (i) discuss with the relevant employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- 3.2.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.2.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 3.2.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 3.2.2(i) and subclauses 3.2.3 and 3.2.5 are taken not to apply.
- 3.2.9. In this term, a major change is likely to have a significant effect on employees if it results in:
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 3.2.10. For a change referred to in paragraph 3.2.1(ii):
- (i) the Employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses 3.2.11 to 3.2.15 apply.
- 3.2.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 3.2.12. If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 3.2.13. As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (c) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.2.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.2.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 3.2.16. In this term:
- (i) relevant employees mean the employees who may be affected by a change referred to in subclause 3.2.1.

3.3. Dispute Resolution

- 3.3.1. The Employer and the Employees shall take all steps necessary to resolve promptly disputes about matters arising under this Agreement or in relation to the NES by conciliation in good faith.
- 3.3.2. In the event of a dispute about a matter under this Agreement or in relation to the NES;

Step 1	The matter will in the first instance be discussed between the Employee(s) and the relevant supervisor. If the matter remains unresolved:
Step 2	It will be referred for discussion between the employee representative and the relevant site manager. If the matter remains unresolved:
Step 3	It will be referred for discussion between the Employee and the state/ regional manager. If the matter remains unresolved:
Step 4	It will be referred for discussion between the Employee representative and the relevant Director or national manager. If the matter remains unresolved:
Step 5	Where the dispute has not been resolved despite the foregoing procedures being followed and subject to there being no stoppage of work in relation to the issue at hand, either party may refer the matter to the Fair Work Commission for conciliation/arbitration pursuant to section 739 and section 595 of the Act, if

	necessary, in which case the decision will be accepted by the parties, subject to any appeal rights.
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3.3.3. An Employer or Employee may appoint another person, organisation or association to represent them for the purposes of this clause at any step.

3.3.4. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement, the Act and the direction of the Employer without interruption. Subject to applicable Workplace Health and Safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another Workplace that is safe and appropriate for the employee to perform.

3.4. Individual Flexibility Arrangements

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

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

3.4.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Act; and
- (ii) are not unlawful terms under section 194 of the Act; and
- (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

3.4.3. The Employer must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Employer and employee; and
- (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (iv) includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (v) states the day on which the arrangement commences.

- 3.4.4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.4.5. The Employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and employee agree in writing — at any time.

4. TYPES OF EMPLOYMENT

4.1. Types of Employment

Employees will be engaged on a full time or daily hire (casual) basis.

4.1.1. Permanent/Full Time Employees

- (i) A permanent employee is an employee engaged on an ongoing basis whose hours shall be an average minimum of 35 ordinary hours per week averaged over the roster cycle, with each rostered shift being allocated and equal number of Ordinary Hours and for those Ordinary Hours to commence from the start of each rostered shift. Employees will be required to work regular additional hours beyond the ordinary working hours.
- (ii) Due to the company's operational requirements, there may be a need for the company to utilise shift work roster cycles based on a 24 hours per day, seven (7) days per week, 365 days per annum operation.

4.1.2. Daily Hire (Casual) Employee

- (i) A casual employee is an employee engaged and paid as such.
- (ii) Casual employees will be paid a loading of 25% in addition to the rates prescribed in clause 5.1 of this agreement.
- (iii) Casual employees are not entitled to accrue or take paid leave with exception of long service leave or paid public holidays if not worked.
- (iv) Casual employees are engaged on a daily hire basis.

4.2. Allocation of Work

- 4.2.1. The normal rostered hours of work will be averaged over the roster period, and will be arranged to accommodate the work performed by the Employer's business, which is a 24 hours per day, seven (7) days per week business. The normal rostered hours of work are subject to change at the Employer's discretion subject to the terms of this agreement to meet operational requirements.
- 4.2.2. The maximum length for a rostered shift will be no greater than 12.5 hours, unless agreed in writing between the Employee and the Employer.
- 4.2.3. The Company shall not change the employees place on a roster, unless in accordance with the consultation process and where:
- (a) The employer had given one week's notice of any change to the employee; or
 - (b) Where less than one week's notice is given, the employee is paid at overtime rates for all work from the time of change of shift until the one weeks' notice in clause 4.2.3 (a) would have expired.
- 4.2.4. Individual roster patterns may be changed by agreement with the employee with no notice.
- 4.2.5. Employees may be rostered to work on a system of staggered start and finishing times to meet operational schedules.

- 4.2.6. The roster will be tailored to suit the needs of the operation and is subject to change at the Employers discretion to meet operational requirements however, unless there are exceptional circumstances an employee will be given at least 7 days advance notice of a permanent change to the roster swing.
- 4.2.7. An employee must have at least 10 hours break between work on successive days and take meal and other breaks in accordance with the Fatigue Management Code of Practice.
- 4.2.8. An employee's roster will commence and end at the worksite.
- 4.2.9. In order to meet operational requirements, Permanent Employees may be required to work reasonable additional hours. All hours worked beyond the ordinary hours of work will be 'additional hours'. Additional hours will be paid at rates prescribed in clause 5.5 (Overtime).

4.3. Stand down

- 4.3.1. The Employer may stand down an employee during a period in which the employee cannot usefully be employed because of the following circumstances:
- (i) industrial action (other than industrial action organised or engaged in by the Employer)
 - (ii) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown, or
 - (iii) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- 4.3.2. The Company will communicate details of the circumstance to employees in accordance with the consultation provisions of this Agreement.
- 4.3.3. The Company will only require employees to take annual leave or unpaid leave in circumstances where they are unable to perform useful work. Where the employee has no accrued annual leave the employee will be required to take unpaid leave

4.4. Temporary Shutdown Period

- 4.4.1 This clause applies where the Employer intends to shut down all or part of its operations for a particular period and wishes to require the employee to take leave during that period.
- 4.4.2 The Employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employee and the Employer.
- 4.4.3 The following applies to any affected employee during a temporary shutdown period:
- (i) the employee may elect to cover the temporary shutdown period by doing one, or a combination of two (2) or more, of the following:
 - taking paid annual leave if the employee has accrued an entitlement to such leave;
 - taking leave without pay; or
 - taking annual leave in advance in accordance with the Award.
 - (ii) if the employee does not make an election under clause 4.4.2(i) that covers the whole of the temporary shutdown period, then the Employer may provide the employee with a reasonable direction in writing to take a period of paid annual leave to which the employee has accrued an entitlement.

4.5. Meal Breaks and Rest Breaks

- 4.5.1. Rest Breaks shall be taken as required to conform to fatigue management regulations and as needed to maintain safe operations. Minimum breaks in accordance with fatigue management regulations will be taken.
- 4.5.2. Employees are entitled to a regular paid meal break during the ordinary hours of work. The meal break must: -
- (i) be of a regular duration of not more than thirty (30) minutes; and
 - (ii) commence no earlier than three and a half hours and no later than five hours after an Employee's fixed starting time of the ordinary hours of work.
- 4.5.3. For each 4 hours of overtime worked after a paid meal break, the employee will have a further paid meal break of 30 minutes duration.
- 4.5.4. Where the Employee is directed by the Employer to work for more than 5 hours without a break, then the Employee will, unless otherwise agreed, will be paid for any work beyond 5 hours at the applicable overtime rates until a meal break is taken.
- 4.5.5. All meal breaks and rest pauses will be taken in a way that ensures minimal disruption to work.

5. WAGES AND WAGE RELATED MATTERS

5.1. Remuneration

- 5.1.1. Employees may be engaged at a Grade as appropriate, as per clause 5.1.3. The following remuneration shall apply
- 5.1.2. All increases apply from the first pay period on or after the dates mentioned in Clause 5.1.3 below, until the nominal expiry date.
- 5.1.3. **Rates of pay**

- (i) The following remuneration shall apply for Operator:

Classification	First full pay period on or after Ratification by FWC 4%	01 September 2024 4%	01 September 2025 4%
Truck Driver (Grade 7)	34.54	35.92	37.36
Truck Driver (Grade 8)	35.92	37.36	38.85
Ancillary Plant Operator Level C	34.72	36.11	37.55

- (ii) The following remuneration shall apply for Workshop Employee:

Classification	First full pay period on or after Ratification by FWC 4%	01 September 2024 4%	01 September 2025 4%
Supervising Fitter	48.26	50.19	52.20
Fitter – Level 3 (Multi-Skilled)	44.49	46.27	48.12
Fitter – Level 2 (Dual Trade)	43.45	45.19	47.00
Fitter – Level 1 (Single Trade)	41.38	43.04	44.76
Trade Assistant	36.52	37.98	39.50

- 5.1.4. **Allowances:**

Type of Allowance	Payment
Meal Allowance	\$18.08 per occasion
Tool Allowance (mechanics only)	\$26.25 per week
Team Leader Allowance	\$63.00 per week
Step-Up Team Leader Allowance	\$63.00 per week or \$10.50 per day/shift
First Aid Officer or First Aid Attendant Allowance	\$10.50 per week
Site Change Allowance	\$50.00

5.1.5. Call Out Allowance

All maintenance personnel who are requested by Giacci to go on call over a weekend period shall be paid \$50 for each day that they are required to be on-call.

5.1.6. Site Change Allowance

- (i) An employee will be paid the site change allowance shown in the table above where:
 - (a) There has been an absence of notice the previous day; or
 - (b) A company car was not provided for that travel during working time; or
 - (c) The employee was not travelling to the other site to perform overtime.
- (ii) The site change allowance is paid with a reasonable expectation that it will be fully extended to pay for the cost of the employee's travel between site.

5.1.7. Retention Allowance

- (i) An employee shall be paid a weekly retention allowance of \$90.00 gross per week worked.
- (ii) The retention allowance shall be paid to each employee for each week worked including periods where the employee has taken paid leave entitlements.
- (iii) The retention allowance is payable on termination payments as per the Act, including accrued leave upon termination and or payment in lieu of notice.
- (iv) The allowance shall increase as per the following, until the nominal expiry date:

First full pay period on or after Ratification by FWC	01 September 2024 4%	01 September 2025 4%
\$90.00	\$93.60	\$97.34

5.2. Superannuation

- 5.2.1. The Company will confirm with the ATO the details of any new Employee's existing "stapled" superannuation fund (if any) (Stapled Fund). Superannuation contributions will then be made to the Stapled Fund, unless the Employee chooses another fund or the ATO confirms the Employee does not have a Stapled Fund, in which case the Company will make contributions to the Mine Super, or its successor.
- 5.2.2. Superannuation contributions will be made in accordance with the provisions of the Superannuation Guarantee legislation.
- 5.2.3. Employees may designate a portion of their salary which may be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative requirements.

5.3. Payment of Wages

- 5.3.1. Employees will be paid their remuneration in weekly installments.
- 5.3.2. All Employees shall be paid for the week by no later than Friday of the following week into a bank account or credit union as nominated by the Employee.
- 5.3.3. Remuneration shall be adjusted to reflect any period of unpaid absences or Workers Compensation, periods of annual leave, long service leave, personal/career's leave, compassionate leave, jury service, public holidays, and overtime.
- 5.3.4. The Employer may recover from an Employee (including by making deductions from any future payments or sums due to the Employee) and the employee expressly agrees that the Employer may reasonably deduct any amount paid to an Employee that the Employee is not entitled to because of an unauthorised absence from work or an error made by the Employer in processing a wages payment, provided that;
 - (i) the Employer will, before any deduction is made, make the employee aware of the quantum of the overpayment
 - (ii) where appropriate and agreed, allow the amount to be paid back in reasonable installments.

5.4. Accident Pay

An employee in receipt of weekly payments under the provisions of applicable workers compensation legislation will be entitled to receive accident pay from the Employer subject to the following conditions and limitations:

- 5.4.1. Payment to be made during incapacity
 - (i) An Employer must pay, or cause to be paid, accident pay during the incapacity of the employee, within the meaning of the applicable workers compensation legislation:
 - (a) until such incapacity ceases; or
 - (b) until the expiration of a period of 78 weeks from the date of injury;

whichever event will first occur, even if the Employer terminates the employee's employment within the period.

- 5.4.2. Meaning of accident pay

For the purposes of this clause accident pay means:

- (i) For the initial period of 39 weeks from the date of injury, a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the weekly amount that would have been received by virtue of this Agreement had the employee been on paid personal leave at the date of the injury (provided the latter amount is greater than the former amount).
- (ii) For a further period of 39 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury (provided the latter amount is greater than the former amount).

- 5.4.3. Pro rata payments

In respect of incapacity for part of a week the amount payable to the employee as accident pay will be a direct pro rata.

- 5.4.4. When not entitled to payment

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

5.4.5. Redemptions

In the event that an employee receives a lump sum in redemption of weekly payments under the applicable workers compensation legislation, the liability of the Employer to pay accident pay as herein provided will cease from the date of such redemption.

5.4.6. Damages independent of the Acts

Where the employee recovers damages from the Employer or from a third party in respect of the said injury independently of the applicable workers compensation legislation, such employee will be liable to repay to the Employer the amount of accident pay which the Employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

5.4.7. Calculation of period

The 78-week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78-week limitation.

5.5. Overtime

5.5.1. An employee may be required to work reasonable hours in excess of or outside the Ordinary Hours of work.

5.5.2. Payment for overtime

(i) All time worked in excess of or outside the ordinary hours of any shift on the following days will be paid for at the following rates:

(ii)

Day of week	Rate of pay
Monday to Friday	<ul style="list-style-type: none">• First 2 hours at time and a half• After 2 hours at double time
Saturday	<ul style="list-style-type: none">• Double time
Sunday	<ul style="list-style-type: none">• Double time

5.6. Shift Allowances

5.6.1. Afternoon shift means any shift, the ordinary hours of which finish after 6.00 pm and at or before midnight.

5.6.2. Night shift means any shift, the ordinary hours of which finish after midnight and at or before 8.00 am.

5.6.3. For ordinary hours, Employees shall be paid a shift allowance of 15% when working afternoon shifts.

5.6.4. For ordinary hours, Employees shall be paid a shift allowance of 25% when working night shifts.

5.6.5. All Shift Employees shall be paid their overtime penalty rate plus the applicable shift allowance percentage of the ordinary time rate for the time worked.

5.6.6. For the avoidance of doubt, Shift Employees are those employees engaged to work continuous roster performing work 24 hours a day across the 7 days of the week.

6. LEAVE PROVISIONS

6.1. Annual Leave

6.1.1. A permanent employee is entitled to annual leave, in addition to the amount provided for in the NES, such that the employee's total entitlement to annual leave pursuant to the NES and the award for each year of employment is a cumulative total of 175 ordinary hours (five weeks).

6.1.2. An employee who:

- (i) is a seven day roster employee; or
- (ii) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,

is entitled annually to an additional 35 ordinary hours (one week) of annual leave.

6.1.3. Annual leave accrues at the following rate:

For employees who would be entitled to annual leave of:	Hours of annual leave for each completed week of employment:
175 hours (5 weeks)	3.3654
210 hours (6 weeks)	4.0385

6.1.4. Annual Leave accrual is based on a 35-hour week, where deductions for a leave day will be the Ordinary Hours component of an Employee's rostered shift.

6.1.5. Annual leave loading of:

- (i) 20% of the employees' ordinary rate of pay will be paid when employees take annual leave; or
- (ii) the employee's rostered earnings for the period of annual leave, which includes all rostered overtime and rostered public holidays (paid at double time), but does not include shift allowances, other than for seven-day roster employees;

whichever is the greater will be paid.

6.1.6. Annual leave will be taken within 12 months of the date the employee received the entitlement unless otherwise agreed between the Employer and employee.

6.1.7. A minimum of 14 days' notice in writing must be provided for any annual leave requests or for the Company to direct employees to take annual leave. A shorter notice period may be provided by either party as agreed between the Employer and employee.

6.1.8. Cashing out of Annual Leave

- (i) Cashing out of annual leave is to be in accordance with the Award.
- (ii) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement
- (iii) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (iv) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (v) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 140 hours (4 weeks).
- (vi) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 70 hours (2 weeks).

6.2. Personal Leave

6.2.1. Personal/carer's leave entitlements are provided for in the NES. This clause supplements those entitlements and deals with evidence required to be provided by an employee when taking paid personal/carer's leave.

6.2.2. Entitlement

- (i) A full-time employee is entitled to 105 ordinary hours of personal/carer's leave (inclusive of the employee's NES entitlement) on commencing employment and on each anniversary of commencement. Any personal leave which is not taken by an employee must accumulate without limitation.

6.2.3. Payment

- (i) An employee accessing payment for their accrued Personal/Carer's Leave entitlement shall be paid for those entitlements at their rostered earnings for the period of leave as if they had worked their rostered shift

6.2.4. Evidence Required

- (i) An employee who is unable to attend or remain at work because of personal ill health or injury, shall be entitled to be absent from work without loss of pay if the employee –
 - (a) has accumulated sufficient personal leave credits;
 - (b) advises the Company as soon as practicable;
 - (c) provided that a medical certificate is not required unless;
 - i. the employee has more than 2 consecutive days leave; or
 - ii. the absence is immediately adjacent to a weekend or period of other leave; or
 - iii. the employee has had 6 or more absences in the previous 12 months.

6.2.5. Deduction of Personal Leave

- (i) Any personal leave taken must be deducted from the employee's personal leave entitlements as follows:
 - (a) Where the absence is for fewer than half the ordinary hours component of the shift, no deduction; or
 - (b) In all other cases, the full ordinary hour's component of the shift will be deducted for each absence.

6.3. Parental Leave

6.3.1. After 12 month's continuous service, Employees may be entitled to 52 weeks unpaid parental leave (including maternity, paternity and adoption leave) in accordance with the Act.

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

6.4. Compassionate Leave

6.4.1. Where a member of a permanent employee's immediate family or household dies or suffers a serious life-threatening injury or illness the employee will be paid for up to two (2) days absence in respect of each death, injury or illness, if the employee-

- (i) notifies us as soon as practicable of the death, injury or illness; and

- (ii) satisfies us that the deceased, injured or ill person was a member of the employee's immediate family or household member.

6.4.2. Casual employees will be entitled to up to two (2) days unpaid leave per a permissible occasion.

6.5. Long Service Leave

6.5.1. Employees are entitled to long service leave (LSL) in accordance with the provisions of the Coal Mining Industry (Long Service Leave) Administrative Act 1992 and will be paid at their projected roster earnings (as if at work), whether on taking of the leave or termination of employment.

6.5.2. Entitlement

- (i) Employees accrue long service leave at the rate of 13 weeks for each 8 years of qualifying service in the coal mining industry.

6.5.3. When Long Service Leave may be Taken

- (i) Once qualified long service leave may be taken at any time provided that:
 - (a) The operations of the Mine will not be adversely affected by the granting of leave at that time; and
 - (b) The leave is not to be taken in periods of less than 2 weeks.

6.5.4. Payment

- (i) Unless agreed otherwise prior to beginning long service leave an Employee is to be paid for leave at their rostered earnings for the period of leave as if they had worked their rostered shift.

6.5.5. Payment on Termination

- (i) If the services of an Employee are terminated and:
 - (a) The termination is due to resignation, redundancy, statute, ill health or death; and
 - (b) The Employee has accrued a minimum of thirteen (13) weeks of long service leave the Employee is to be paid for any accrued long service leave at the applicable projected roster earnings (as if at work).

6.5.6. Credit for Prior Service

- (i) An Employee who has completed a minimum of six (6) years of qualifying service and whose services are terminated because of slackness of trade, on retirement or more or at the time of death (whichever happens first) is to be paid for any accumulated long service leave at the appropriate projected roster earnings (as if at work).
- (ii) The Employee may elect with the Coal LSL as to whether they would like their LSL paid on termination of employment.

6.6. Public Holidays

6.6.1. For the purposes of this Agreement, the following are deemed to be public holidays:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday
- Easter Monday
- Anzac Day

- The Queen's birthday holiday (on the day on which it is observed in NSW)
 - Labour Day
 - Christmas Day
 - Boxing Day
 - Miners Picnic Day (to be taken on Easter Tuesday)
 - Any other day as gazetted by the NSW government to be observed across the state of NSW.
- 6.6.2. All public holidays will only be recognised as a public holiday for payroll reasons on the day as gazetted by the NSW government.
- 6.6.3. The Employer and the majority of employees affected may agree to observe a holiday on a day other than the day gazetted (prescribed). If this occurs, the day agreed on is the public holiday and the actual holiday becomes an ordinary working day.
- 6.6.4. An agreement pursuant to clause 6.6.3 must be recorded in writing and be available to every affected employee.
- 6.6.5. Work on Public Holidays - Monday to Friday employees are entitled to be absent from work on a day or part-day that is a public holiday.
- 6.6.6. Payment for employees who do not attend work on a Public Holiday will be paid at ordinary hours and will be made to:
- (i) Shift Employees and who's scheduled RDO falls on that day; and
 - (ii) Monday to Friday employees where a public holiday falls on a day Monday to Friday.
- 6.6.7. For all hours worked by an employee on a public holiday, payment will be made at triple time.
- 6.6.8. The minimum payment for work carried out by any employee on a public holiday will be four hours.
- 6.6.9. For casual employees, public holidays will be calculated based off a percentage of the casual minimum hourly rate.

6.7. Community Service Leave

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

7. TERMINATION OF EMPLOYMENT

7.1. Probation

All new Employees, with the exception of Casual Employees, shall be initially engaged for a probationary period of up to six (6) months, during which time termination of Employment may be taken by either party giving one (1) weeks' notice or payment/forfeiture in lieu if no notice is given.

7.2. Notice Period on Termination of Employment

- 7.2.1. In order to terminate a Permanent Shift or Day Work Employee the Employer must give the following notice:

Period of Continuous Service	Notice
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

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

7.3. Notice of Termination by the Employee

- 7.3.1. The notice of termination required to be given by an Employee is one week.
- 7.3.2. If an Employee fails to give or work out the appropriate notice the Employer will have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period or balance of the notice period.

7.4. Additional Payment on Termination

- 7.4.1. In the case of termination of employment, and in addition to any other amounts payable pursuant to this Agreement to an employee on termination, the employee must be paid in accordance with this clause.

7.4.2. Accrued personal leave

- (i) An employee whose employment is terminated:
 - (a) by retrenchment (redundancy);
 - (b) by retirement at or after age 60;
 - (c) by the Employer because of ill health; or
 - (d) by death;

must, if the employee has 70 or more hours of untaken personal leave entitlement, be paid for that entitlement at the employee's Base Rate of Pay.

- (ii) When an Employer terminates the employment of an employee during a period of absence on paid personal leave, the employee must be paid until the employee has no further accumulation of personal leave or until the employee is fit for duty, whichever occurs first.

7.5. Abandonment of Employment

- 7.5.1. If an Employee fails to attend work as rostered for a period of seven (7) days and the Employee has not notified the Employer of any reason for their absence, the Employer may consider that the Employee has abandoned their Employment.

- 7.5.2. Prior to any definite decision being made, the Employer shall make all reasonable attempts to contact the Employee in relation to their employment. Should the Employee not contact and/or respond to the Employer following these attempts, the Employer shall deem that Employee has abandoned their employment.
- 7.5.3. Any monies owing to the Employee shall be forwarded to the last known contact details of the Employee.
- 7.5.4. Notwithstanding, the Employer will seek to contact in writing the employee, giving them an opportunity to respond before they are deemed to have abandoned their employment.

7.6. Redundancy

- 7.6.1. The redundancy arrangements in this agreement are an industry-specific redundancy scheme and, as such, Subdivision B of Division 11 the NES does not apply.
- 7.6.2. Definition of redundancy
 - (i) An employee is made redundant where an employee's employment is terminated at the Employer's initiative:
 - (a) because the Employer no longer requires the job done by the employee to be done by anyone; or
 - (b) because of insolvency or bankruptcy of the Employer.
 - (ii) This clause does not apply to employees engaged for a fixed term or a specified task.
- 7.6.3. Notice of Redundancy by an Employer
 - (i) Where termination occurs due to redundancy as defined by clause 7.6.2 the Employer must give the employee notice of termination of employment or payment instead of notice as required under sections 117(1) and 117(2) of the Act, except that the minimum period of notice is:
 - (a) 4 weeks; or
 - (b) 5 weeks, if the employee is over 45 years old and has completed more than two (2) years of continuous service with the Employer at the end of the day the notice is given.
 - (ii) Continuous service in 7.6.3(i) has the same meaning as in section 117 of the Act.

Severance Pay

- 7.6.4. When terminations occur due to redundancy, employees are entitled to severance pay equal to one (1) ordinary week's rate of pay (as per clause 5.1) for each completed year of service. The Company is not liable to make a severance payment where it obtains or causes to be made available for the employee work not later than 1 week after the end of the notice period:
 - (i) that the employee is competent to perform;
 - (ii) in a position that carries the same or higher classification rate of pay than the employee's previous position;
 - (iii) that can reasonably be regarded as permanent; and
 - (iv) that is within the same general locality as the employee's previous residence (unless the employee voluntarily accepts otherwise).

Retrenchment Pay

- 7.6.5. Where redundancies occur due to:

- (i) technological change;
- (ii) market forces; or
- (iii) diminution of reserves;

terminated employees are entitled to retrenchment pay of two (2) ordinary week's rate of pay (as per clause 5.1) for each completed year of service. The minimum payment is two (2) ordinary weeks rate of pay.

7.6.6. The Company is not liable to make a retrenchment payment where it obtains or causes to be made available for the employee work not later than 1 week after the end of the notice period:

- (i) that the employee is competent to perform;
- (ii) in a position that carries the same or higher classification rate of pay than the employee's previous position;
- (iii) that can reasonably be regarded as permanent;
- (iv) that is within the same general locality as the employee's previous residence (unless the employee voluntarily accepts otherwise).

7.7. Return of Property

- 7.7.1. On termination of employment, unless agreed otherwise, an Employee is required to return all property belonging to the Employer that they have in their custody, possession or control.
- 7.7.2. For the purpose of this Clause, property includes but is not limited to keys, documents, software, mobile phones, Employer fuel cards, safety clothing and equipment provided by the Employer and any other property of the Employer the Employee has in his/her custody, possession or control at the time of termination.
- 7.7.3. If the Employee fails to return Company Property or belonging/s to the Employer by the date in which the termination payment shall be processed, unless an alternate timeframe is otherwise agreed in writing with Management, where the circumstances are considered reasonable to do so, the Employee agrees that the Employer may withhold an amount of money from the final payment which covers the cost of replacing the property.
- 7.7.4. The Company agrees that any deduction made under clause 7.7 will not be unreasonable in the circumstances.

8. OTHER MATTERS

8.1. Employer Policies and Procedures

- 8.1.1. All Employees must comply with all the Employer's policies and procedures, but those policies and procedures do not form part of this Agreement. All Employees are required to be familiar with, meet and implement the Employer's operating policies and procedures and as such the Company will provide the Employee with relevant training on such policies. In particular Employees need to be familiar with the Employer's systems, policies and procedures relating to:
 - (i) Site access requirements at client sites;
 - (ii) WHS&E, including that Employees must take all necessary steps to maintain a safe working environment in compliance with relevant State and Federal legislation;
 - (iii) anti-discrimination and harassment;
 - (iv) Licensing, Traffic Infringement Notification, and Overloading Notification;
 - (v) Environmental Protection requirements;

- (vi) Smoking, including 'no smoking' in the Employer's vehicles, offices or any other designated areas, as well as client premises; and
 - (vii) Fatigue, drugs and Alcohol, Log Book, Passenger, and Security.
- 8.1.2. Any of the Employer's systems, policies and procedures may be removed, changed, updated or introduced from time to time to suit the operation of the business. The Employer may notify the Employee of any changes that are made.

8.2. Industrial Clothing and Safety Equipment

- 8.2.1. The Employer shall provide to all Employees on engagement:
- (i) One (1) pair of safety boots.
 - (ii) Five (5) "high visibility" long sleeve shirts.
 - (iii) Five (5) pairs of long trousers.
 - (iv) One (1) winter jacket or one (1) sloppy joe, as agreed.
 - (v) Appropriate safety equipment as designated by the Employer which must be worn by Employees in accordance with Employer policy in any working area, including any other Employer facilities.
- 8.2.2. The Employer shall provide to Casual Employees on engagement:
- (i) One (1) full set of industrial clothing, being one (1) set of boots, shirt and trousers or overalls and one (1) winter jacket, if needed, during the initial period of three (3) months and if Employment continues thereafter on a regular basis the Employer will provide the Employee with the balance of industrial clothing and safety equipment equal to that provided to Permanent Employees.
 - (ii) Replacement clothing shall be issued on the return of the above showing "fair wear and tear".
- 8.2.3. In the event of an Employee requiring prescription safety glasses, the Employer will refund the amount of \$350.00 as a base (if there is a higher amount, the higher value will be covered) for the first prescription. New prescription safety glasses can be purchased provided this is either;
- (i) not more often than once every two (2) years,
 - (ii) Or, on a work-related fair wear and tear basis if sooner.
- 8.2.4. The Employee shall at all relevant times wear such clothing and/or equipment. The wearing of personal protective equipment (PPE) is mandatory. An Employee shall not be entitled to payment for time lost when reporting for work without such clothing and safety equipment.
- 8.2.5. The Company will provide a laundry service for Workshop Employees.

8.3. Traffic Infringements

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

9. SIGNATORIES

Employer - Giacci Bros Pty Ltd

Signature of Authorised Person



Name

Brooke McNamara

Title/Authority to Sign

National HR Manager

Address

494 Nudgee Road, Hendra QLD 4011

Witness Signature



Name

Michael Boyd

Title

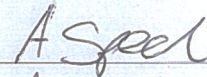
Regional Business Manager

Address

100 Miller Road, Fassifern NSW 2283

On behalf of the Employees

Signature of Authorised Person



Name

Armin Specht

Employee covered by the Agreement in the role of:

Operator

Address

100 Miller Road, Fassifern NSW 2283

Signed by the Employee's Representative(s)

Signature of Authorised Person



Name

Michael Smart

Title/Authority to Sign

District Vice President - MEU

Address

67A Apperly Rd Lessorock

Witness Signature



Name

Michael Smart

Title

MEU DELEGATE

Address

3 Maitland St Kurra Kurra 2327