



# DECISION

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

**Star Track Express Pty Limited**  
(AG2021/9315)

## **STARTRACK – TRANSPORT WORKERS' UNION ENTERPRISE AGREEMENT 2021**

Road transport industry

COMMISSIONER LEE

MELBOURNE, 28 FEBRUARY 2022

*Application for approval of the StarTrack – Transport Workers' Union Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *StarTrack – Transport Workers' Union Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Star Track Express Pty Limited. The Agreement is a single enterprise agreement.

[1] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[3] 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.

[4] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 56.2(a) – Public Holidays.

However, noting clause 6.10 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 March 2022. The nominal expiry date of the Agreement is 11 November 2024.



COMMISSIONER

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## Annexure A



### IN THE FAIR WORK COMMISSION

#### FWC Matter No:

AG2021/9315 - Application for approval of the StarTrack - Transport Workers' Union Enterprise Agreement 2021

#### Applicant

Star Track Express Pty Limited (ACN 001 227 890) and StarTrack Retail Pty Ltd (ACN 146 789 979)

Section 185 – Application for approval of a single enterprise agreement

#### Undertakings pursuant to section 190 of the *Fair Work Act 2009* (Cth)

I, **Adam Moulton, Head of Workplace Relations** of Star Track Express Pty Limited (ACN 001 227 890) and StarTrack Retail Pty Ltd (ACN 146 789 979) (together, **StarTrack**), give the following undertakings with respect to the *StarTrack - Transport Workers' Union Enterprise Agreement 2021 (Agreement)* in accordance with section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**):

1. I have authority given to me by StarTrack to provide these undertakings in relation to the application before the Fair Work Commission.
2. StarTrack does not employ any employees who are covered by the *Road Transport (Long Distance Operations) Award 2020 (RTLDO Award)*. To the extent any employees are employed by StarTrack under the Agreement in linehaul operations:
  - a. the minimum engagement for casual employees in linehaul operations will be eight hours (clause 27.5(c));
  - b. the minimum engagement for part-time employees in linehaul operations will be eight hours (clause 27.4(f));
  - c. the minimum weekly rate of pay will be at least 1% greater than the minimum weekly rate of pay under the RTLDO Award;
  - d. clause 35 of the Agreement will not apply and StarTrack will pay rates to employees in linehaul operations who would otherwise have been covered by clause 35 which align with their classification under the Agreement.
  - e. in respect of clause 31.1 StarTrack shall ensure that any driver who performs linehaul work is remunerated for his or her labour at a rate that is at least 1% above the RTLDO Award.
3. These undertakings are provided on the basis of concerns raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to read 'Adam Moulton', written over a horizontal line.

Signature

22 February 2022

Date



# StarTrack – Transport Workers’ Union Enterprise Agreement 2021

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



# Part 1 – Application and Operation

## 1 Title

The title of this Agreement is the StarTrack – Transport Workers’ Union Enterprise Agreement 2021.

## 2 Arrangement

This Agreement is arranged as follows:

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## 3 Definitions

3.1 In this Agreement, unless the contrary intention appears:

“**Act**” means the *Fair Work Act 2009* (Cth).

“**Articulated vehicle**” means a vehicle with three or more axles, comprising a power unit (called a prime mover, tractor truck etc) and a semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin and revolving on a turn-table and is articulated whether automatically detachable or permanently coupled.

“**Average earnings**”, for the purposes of clause 14.2(a) and 23.4 of this Agreement means the applicable rate of pay (inclusive of but not limited to overtime, allowances and penalties) for the average number of hours worked per day over a 12 week period, prior to the release of the delegate.

“**Award**” means the *Road Transport and Distribution Award 2021*.

“**Casual employee**” has the same meaning as defined in the Act.

“**Commencement Date**” means the date on which this Agreement commences.

“**Company**” means Star Track Express Pty Limited (ACN 001 227 890) and StarTrack Retail Pty Ltd (ACN 146 789 979).

“**Courier**” means an employee who is engaged as a courier and who uses a passenger car or station wagon, light commercial van, motorcycle or bicycle or who delivers on foot, in the course of such employment.

“**Dirty material**” means bituminous products, black lead, briquettes, charcoal, coal, coke, plumbago, graphite, manganese, lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, Quickardo cement, superphosphate, rock phosphate, dicalcic phosphate, yellow ochre, red ochre, empty flour-bags, supercel in jute bags, stone dust, garbage, street sweepings, tar, sludge, used oil, liquid petroleum gas, shives of flax when carted as a full load.

“**Dispute**” means any dispute or grievance that arises at the workplace between an employee, the Union and the Company about this Agreement, the Award, the NES, or the employment relationship, with the exception of termination of employment.

“**Double-articulated vehicle**” means a vehicle with four or more axles, comprising a power unit (called a **tractor** truck, prime mover, etc.) and semi-trailer (called a dolly trailer) which is superimposed on the power unit, which in turn has a load- carrying semi-trailer superimposed upon the dolly trailer. Both semi-trailers and the power unit are coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled.

“**Employee handling money**” means an employee who collects or pays out money, excluding non-negotiable cheques, and who is responsible for the safe custody of the amounts so collected to be paid out.

“**Furniture**” means any article of household and/or office furniture or white-goods which are completely manufactured and ready for use, and includes furniture being transported from a manufacturer to a retail store unless such furniture is crated, in cartons or otherwise covered.

“**Genuine emergency**” means short term peaks, high demands or unavailability of regular suppliers which the Company may experience from time to time during the life of this Agreement.

“**Greaser and cleaner**” includes a person required to refuel motor vehicles at a depot, yard or garage.

“**Gross combination mass**” or “**GCM**” means the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle.

“**Gross vehicle mass**” or “**GVM**” means the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by the law to be painted or displayed on the motor vehicle.

**“Labour hire”** means employees of labour hire agencies who perform freight handling duties as required from time to time.

**“Local Agreement”** means an unregistered arrangement entered into between the Company and the relevant State Branch of the Union which applies to the employees at a particular yard of the Company.

**“Loader-Freight Forwarder/Freight Handler”** means an employee not defined elsewhere in this Agreement who is engaged in loading or unloading any goods, wares, merchandise or materials onto or from any vehicle and in work incidental to such loading or unloading; and a person engaged as a motor driver’s assistant but who performs work on the waterfront of the nature usually performed by a loader will be deemed to be a loader whilst performing such work.

**“Low loader”** means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with a loading area of the semi-trailer a maximum of 1 metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limits.

**“Linehaul operations”** means owner drivers, contractors or fleet operators who perform long distance operations as defined in the RT LDO Award.

**“Motor driver’s assistant”** means and include any employee who accompanies the driver to assist in loading or unloading or delivering.

**“NES”** means the *National Employment Standards* as contained in sections 59 to 131 of the Act.

**“Offensive material”** means bone-dust, bones, blood, manure, dead animals, offal, fat, including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in second-hand casks or in second-hand iron or steel drums, green skins, raw hides and sheep-skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), salt-cake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheep’s trotters (known as pie), sulphuric acid of the strength of 96% or 98% in cases in which the carter is required to handle individual jars, horse, cow or pig manure, meat-meal, liver meal, blood meal, TNT.

**“Outside hire”** means outside hire companies directly engaged by the Company to perform fleet duties as required from time to time.

**“Radio operator”** means an employee whose major duties are staffing of a mobile two-way radio system, data entry dispatch system, voice dispatch system and/or any other form of dispatch system and include all instruction relating to the movement of goods and/or freight.

**“RT LDO Award”** means the *Road Transport (Long Distance Operations) Award 2020*.

**“Summer”** means from 16 October to 14 April, inclusive.

**“Team Leader”** means an employee who, in addition to any other duties, is required to direct the work and/or conduct, during working hours, of other employees.

**“Truck loading crane”** means a crane which is mounted on a truck or trailer and which is used for the purpose of loading or unloading loads from the truck or trailer on which the crane is mounted.

**“Union”** means the Transport Workers’ Union of Australia.

**“Yardperson”** means an employee not otherwise specified, employed in, or in connection with a depot, yard or garage, but shall not include any person exclusively employed as a skilled tradesperson.

**“Yard Committee”** refers to a committee of employee and management representatives at each capital city Branch of the Company and the Gold Coast Branch, who meet on a monthly or regular basis to discuss operational issues affecting the employees at the respective Branch.

3.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

## 4 Duration of Agreement

4.1 This Agreement operates from 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 11 November 2024.

## 5 Coverage & Scope

5.1 This Agreement shall apply to all employees of the Company in respect to its business carried out in all States and Territories of Australia, except for New South Wales and the Australian Capital Territory.

- 5.2 The parties to this Agreement are:
- (a) the Company;
  - (b) the Union
  - (c) all employees of the Company who are engaged as Transport Workers in all States and Territories of Australia, excluding those employed by the Company in New South Wales and the Australian Capital Territory.

5.3 For the purposes of the Agreement “Transport Worker” will be defined as any person employed by the Company who is eligible to be a member of the Union.

5.4 For the purposes of this clause “Work” includes any road freight, airfreight, line-haul, warehouse work or work of the same nature and any other eligible employee employed pursuant to this Agreement.

## 6 Relationship to Legislation and Other Instruments

6.1 The NES contains the minimum conditions of employment for employees covered by this Agreement.

6.2 This Agreement is to be read in conjunction with the Award, as varied from time to time. In the event of any inconsistency between the terms of this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

6.3 For the purposes of this clause:

“**Award**” means an instrument originally made as an Award.

“**Existing Arrangement**” means any Award, agreement or other arrangement, whether formal or informal, recorded in writing and applying to an employee at the Commencement Date of this Agreement.

6.4 The Existing Arrangements are included in and form part of this Agreement. Subject to subclauses 6.6 and 6.7 (below), this Agreement will prevail over the provisions of an Existing Arrangement to the extent of any inconsistency.

6.5 For the purposes of this clause 6, an inconsistency does not arise simply because an Existing Arrangement provides a more beneficial entitlement than that contained in this Agreement.

6.6 The terms of any Award which are:

- (a) Incorporated into an Existing Arrangement; or
- (b) Read in conjunction with an Existing Arrangement; or
- (c) Otherwise referred to an Existing Arrangement;

are incorporated into and form part of the Existing Arrangements for the purposes of this Agreement.

6.7 Any terms of the Existing Arrangement which constitute non-permitted or unlawful content for Enterprise Agreements, as defined by sections 172(1) and 194 of the Act and Regulations, are expressly excluded from this Agreement and do not form part of it and this shall not affect the incorporation into the Agreement of the remaining terms.

6.8 **Transition:** *Off Airport Development Agreement (AAE/TWU) 2011 and On Airport Business Development Agreement (AAE/TWU) 2011*

- (a) This clause 6.8 applies to Transport Workers whose terms and conditions are currently set out under the following Existing Agreements:
  - (i) *Off Airport Development Agreement (AAE/TWU) 2011*; and
  - (ii) *On Airport Business Development Agreement (AAE/TWU) 2011 (Existing AAE Agreements)*.
- (b) The Company commits to transitioning those Transport Workers whose terms and conditions are currently set out in the Existing AAE Agreements listed in subclause 6.8(a) onto those terms and conditions prescribed in this Agreement.
- (c) The Company will consult with the Union and the relevant Transport Workers whilst transitioning those Transport Workers listed in subclause 6.8(b) onto the terms and conditions set out in this Agreement.
- (d) The Company will ensure that each Transport Worker is better off overall under the terms and conditions set out in this Agreement than they would have been under their Existing AAE Agreements as listed in subclause 6.8(a).

6.9 Where any Transport Worker is not better off overall under this Agreement, the Company will continue to adhere to the relevant term and/or condition under the Existing AAE Agreements until such time as that Transport Worker is no longer better off overall on the Existing AAE Agreements.

- 6.10** The terms of this Agreement apply in a manner that does not exclude the NES. That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

## 7 Permitted Matters

The provisions of this agreement will be limited to matters which are permitted matters, within the meaning of section 172(1) of the Act.

## 8 Preamble

The Company provides a range of services in an extremely competitive environment. It is imperative to the Company's very survival that all employees embrace new technology and recognise that changes to work methods and practices are essential.

The Company, the Union and employees recognise that only through working together with all of the individuals in the organisation can it achieve its objectives of being the best express transport company in Australia.

This Agreement provides for improved productivity and greater flexibility in employment practices to provide the funding for the wage increases to all employees included in clause 34.

## 9 Objectives

**9.1** The objectives of this Agreement are to:

- (a) Enhance the productivity and efficiency of the Company's operations;
- (b) Promote the training of the Company's employees in vocational skills, safe working practices and an understanding of the benefits they enjoy under this Agreement and the Company's detailed policies;
- (c) Promote job security, effective workplace representation and training for employees and an understanding of the benefits they enjoy under this Agreement;
- (d) Promote job security through the full utilisation of full-time permanent employees before the engagement of part-time, casual, Labour hire or Outside Hire workers to the

extent possible having regard to operational requirements;

- (e) Through the policies of "promotion from within", study assistance and career development provide access to more varied, fulfilling and better paid jobs; and
- (f) Provide the Company's employees with a fair measure of income and entitlements protection.

**9.2** The aim of this Agreement is also to achieve maximum flexibility and efficiency in the transport functions of the Company and to encourage continuous improvement in all aspects of the services provided by the employees.

**9.3** The parties to this Agreement are committed to a safe and sustainable transport industry including:

- (a) Safe and fair rates and conditions for all workers;
- (b) Planning requirements for the safe, fair and legal performance of work before a driver gets behind the wheel;
- (c) Enforceable supply chain accountability;
- (d) Preventing the exploitation of vulnerable workers including non-resident visa holders.

**9.4** The Company agrees that systems of remuneration must not place pressure on transport workers or encourage them to take risks.

**9.5** The parties to this Agreement are committed to supporting employees who are:

- (a) impacted by family and domestic violence;
- (b) impacted by natural or civil disasters and who are prevented from attending work;
- (c) members of a recognised volunteer state emergency service, fire-fighting service or similar service and who are requested to engage in emergency service activities;
- (d) members of the Australian Defence Reserve Service; and/or
- (e) experiencing difficulties with their mental health.

**9.6** The parties to this Agreement are committed to increasing the level of female workforce participation within the Company's business.

## 10 Custom and Practice

For the avoidance of doubt, this Agreement is not intended to alter custom and practice currently applicable to the Company and the employees.

## 11 Local Agreements

- 11.1** The parties to this Agreement agree that any yard agreement or other unregistered arrangement in force at the time that this Agreement is executed shall continue to apply unless the parties to this Agreement at the workplace/s affected specifically agree to other arrangements to apply in lieu thereof.
- 11.2** Any variation to this Agreement must be made in accordance with section 209 of the Act and processed in accordance with section 210 of the Act and any other statutory requirements.
- 11.3** The Company and the employees at any site may agree to enter into a Local Agreement or vary the terms of any Local Agreement applying at that site.
- 11.4** The Company must not:
- (i) request that employees enter into a Local Agreement; or
  - (ii) enter into a Local Agreement under this clause,
- without first having consulted with the Union and the employees at the site in accordance with clause 17. Without limiting that clause, as part of the consultation process, the Company must provide the Union and the employees with details in writing of the proposed Local Agreement.
- 11.5** The Company recognises that as part of the consultation process, the Union may canvass the views of the employees at the site as to the proposed Local Agreement, which may include conducting a vote of the employees on the proposed Local Agreement.
- 11.6** To be effective, any Local Agreement made under clause 11.1 must be in writing and signed by the relevant Branch of the Union and the General Manager Operations. To avoid doubt, the General Manager Operations must be included in the process for any Local Agreement to be effective.
- 11.7** If:
- (i) the Union or the employees at the site object to the proposed Local Agreement; or
  - (ii) the Secretary of the relevant Branch of the Union refuses to sign the proposed Local Agreement,
- the Company may elect to treat the objection or refusal as giving rise to a Dispute, and that Dispute will be dealt with in accordance with clause 16.

- 11.8** The Company must give the affected employees a copy of the Local Agreement within 14 days after it is made or ordered as the case may be.

- 11.9** Subject to clause 11.2, this Agreement incorporates any Local Agreement made during the life of this Agreement, provided that the Local Agreement prevails over the terms of this Agreement to the extent of any inconsistency.

## 12 Flexibility Arrangements

- 12.1** The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement where:
- (a) The flexibility arrangement deals with one or more of the following matters:
    - overtime penalty rates in order to cater for personal or family circumstances of the employee concerned; or
    - hours of work.
  - (b) The flexibility arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in clause 12.1(a); and
  - (c) The arrangement is genuinely agreed to by the Company and the employee.
- 12.2** The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and employee; and
  - (c) is signed by the Company and the 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:
    - the terms of this Agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - 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; and

- (f) is about permitted matters under section 172 of the Act; and
- (g) does not include unlawful terms under section 194 of the Act.

**12.3** The Company must give the employee a copy of the individual flexibility arrangement within 14 days of agreement by both parties to enter the arrangement.

- 12.4** The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving the other party to the arrangement the period of written notice required under the Award; or
  - (b) if the Company and employee agree in writing - at any time.

## 13 Conduct of the Parties

**13.1** The parties agree that mutual respect and good faith is necessary to achieve an efficient and mutually beneficial relationship.

**13.2** Further to the parties' aim of achieving an efficient and mutually beneficial relationship, the parties agree to act in good faith in fulfilling their respective functions and obligations under this Agreement.

- 13.3** For the purposes of this Agreement, "good faith" requires the parties to:
- (a) deal with one another honestly and genuinely, and in a manner which maintains the integrity of this Agreement;
  - (b) take an honest and genuine approach to resolution of any Disputes arising between them;
  - (c) refrain from capricious or unfair conduct that undermines the Agreement;
  - (d) give genuine consideration to, and respond to, the positions and proposals of other parties in relation to any Disputes; and
  - (e) disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner; and
  - (f) disclose information otherwise prescribed within this Agreement for the purposes described in Part 2 and Part 3 in relation to:
    - (i) major workplace change;
    - (ii) Safe systems of work/drug and alcohol and safe driving plans;

- (iii) Work organisation;
- (iv) Any potential redundancies; and
- (v) Business performance.

Where such information is deemed confidential or commercially sensitive, the Company will discuss this matter with the relevant Union Branch Secretary (or his or her nominated Union Official) for that State or Territory.

**13.4** Where any Dispute arises in relation to any matters arising from this clause 13, it shall be dealt with in accordance with clause 16, Settlement of Disputes.

## 14 Negotiation of Next Agreement

**14.1** This Agreement includes a commitment by the parties to commence negotiations on a replacement enterprise agreement no less than three months prior to the expiry of this Agreement. Those negotiations will proceed on a national basis.

**14.2** In order to facilitate those national negotiations, the Company will:

- (a) release no less than one delegate representative from each of the following locations: Western Australia, South Australia, Northern Territory, Victoria, Tasmania, New South Wales/Australian Capital Territory, Brisbane and Queensland Country to attend the negotiations. Those representatives will be paid their average earnings for all days spent in the negotiations;
- (b) provide venues for negotiations along with catering and payment for flights, accommodation and reasonable meal and other expenses in line with Company policy for all delegates;
- (c) consent for the delegate representatives to facilitate pre- survey, claim endorsement and negotiation report back meetings in respect of all relevant yards on paid time.

**14.3** A further one delegate from the State hosting the negotiations will be released to attend the negotiations in accordance with clause 14.2.

**14.4** The Union and the Company may make arrangements for the release of an additional delegate/delegates to attend negotiations. Such an arrangement will be determined having regard to

operational requirements and will not be  
unreasonably withheld by the Company.

# Part 2 – Productivity, Consultation, Training and Dispute Resolution

## 15 Productivity Improvements

**15.1** The parties agree that the following shall represent work practices and/or goals agreed to be in the interest of the parties and which will assist the Company to achieve its Service Quality Assurance required standards.

**15.2** All the employees who are involved in handling freight shall:

- (a) handle same in a correct and proper manner and agree that the practice of “throwing freight” should be eliminated;
- (b) aim to improve the quality of loading, for example by eliminating misdirects, damages and achieving improved linehaul utilisation;
- (c) the employees shall strive to achieve that all freight is both stickered and cubed to a 100% accuracy;
- (d) The employees who are drivers shall have as their prime objective to achieve the earliest possible departure and arrival times from and back to the Company’s terminal. Our daily objective and goal is to strive for continuous improvement. Every driver must apply themselves to achieving their personal best results in deliveries, pickups and unloading times.

This means that unload times may take more or less time depending on circumstances.

To assist in achieving this, the following work practices shall be adopted:

- Assist on adjoining runs when applicable in the morning;
- Assist on conveyor lines whenever required, for example if linehaul trucks are late and by necessity the belt speed increased in the morning;
- To ensure accurate pick-up carton count so as to reduce customer service failures;

- Ensure that pick-ups are effected as quickly and efficiently as possible.

**15.3** All freight shall be bulk cubed by State instead of an overall basis where possible as per Company policy. The Company policy covering bulk cubing is to be adhered to in relation to multiple pickups, where cubing measurements are to be recorded using the bulk cube booklets. Employees will endeavour to educate the Company’s customers in this work practice.

**15.4** There will be no targets, unless otherwise agreed by the parties, on the number of deliveries per day and all parties agree that, as individuals, they will all perform their duties in such a manner that they will strive for continuous improvement as a joint objective.

For those drivers who are bulk drivers, it is also agreed that every effort will be made by each driver to assist the run drivers with, wherever possible, deliveries that are in the immediate vicinity of their bulk deliveries and discretion needs to be used by all parties to ensure that these deliveries are maintained at a controlled level.

**15.5** It is further agreed that management will assist wherever possible to ensure that all freight is presented to drivers as early as possible to achieve earlier on road times. The improved on road times will allow sufficient time to be continually improving delivery results.

**15.6** The employees shall assist in the reduction of service failures in all categories.

**15.7** A joint co-operative effort will be made to reduce non-genuine sick leave with progress to be monitored.

**15.8** Where directed, employees will utilise hand-held scanners and any other equipment relating to bar-coded technology to 100% accuracy in line with Company policy. This includes the scanning of labels, manifesting of run sheets and the collection of “real time” electronic delivery signatures.

## 16 Settlement of Disputes

**16.1** The procedure set out in this clause 16 shall apply to any Dispute as defined in clause 3 of this Agreement or where otherwise stipulated in this Agreement.

**16.2** The Dispute or grievance, as defined above, shall be dealt with in the following manner:

- (a) The matter must first be discussed by the aggrieved employee(s) directly with his or her or their immediate Team Leader/supervisor.
- (b) If the matter remains in dispute, it must next be discussed with the Team Leader/supervisor's immediate superior or another representative of the Company appointed for the purpose of this procedure. The TWU delegate for the worksite has the right to attend and participate in this discussion as a representative of an employee provided that the TWU delegate is the representative of the employee's choice.
- (c) If the matter remains in dispute, it must next be discussed with the relevant manager of the Company. The TWU Secretary (or his/her nominee) has the right to attend at and participate in this discussion as the representative of an employee provided that the relevant TWU Branch Secretary is the representative of the employee's choice. The State or Facility/Fleet Manager may seek the involvement of the General Manager Operations.
- (d) If the matter remains in dispute after the involvement of the relevant TWU Branch Secretary and the relevant State or Facility/Fleet Manager the matter must be discussed with the General Manager Operations or his/ her nominee.
- (e) If the matter remains in dispute, either party may refer the Dispute to the Fair Work Commission (FWC) for conciliation. For this purpose, it is agreed that action the FWC may take includes arranging conferences of the parties or their representatives at which the FWC is present; and arranging for the parties or their representatives to confer among themselves as conferences at which the FWC is not present.
- (f) If the matter is not resolved in conciliation conducted by the FWC, the parties agree that the FWC shall proceed to arbitrate the

Dispute. In relation to such an arbitration, the parties agree that:

- The FWC may give all such directions and do all such things as are necessary for the just resolution of the Dispute, including but not limited to those things set out in Division 3 of Chapter 5 of the Act 2009 (Cth).
  - Before making a determination the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute.
- (g) The decision of the FWC will be binding on the parties subject to the following agreed matters:
- There shall be a right of appeal to a Full Bench of the FWC against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Bench may allow.
  - The appeal will be conducted in accordance with in accordance with Subdivision E, Division 5, Part 5-1 of the Act.
  - The Full Bench (or a nominated member of the Full Bench) shall have the power to stay the decision pending the hearing and determination of the appeal.
  - The decision of the Full Bench in the appeal will be binding upon the parties.

**16.3** Until the Dispute is resolved by agreement, conciliation or arbitration, the status quo as it existed prior to the Dispute having arisen will be maintained, providing the affected employee complies with reasonable directions given by the Company to perform work as required. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

However, where the continuation of work causes an Occupational Health and Safety/Workplace Health and Safety concern, in those circumstances the Company must consult with the relevant Union Branch Secretary (or his or her nominee) and the parties must reach agreement as to whether it is appropriate in the circumstances that work continues. Should it be agreed that it is not appropriate for work to continue, the affected relevant employee must receive full ordinary pay until the matter is finalised.

- 16.4** The parties to the Dispute agree to be bound by any decision made by the Fair Work Commission in accordance with this term. The parties undertake to resolve any Disputes in a timely manner in accordance with the procedure set out in this clause and will co-operate to ensure that these procedures are carried out expeditiously.
- 16.5** The parties are entitled to be represented, including by legal representatives, in relation to any conciliation and/or arbitration process conducted by the FWC and any appeal.

## 17 Consultation Regarding Major Workplace Change

### 17.1 Company to Notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes and their representatives, if any, including the TWU.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; introduction of changes to the regular roster and/or the alteration of ordinary hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) The introduction of a major change as defined in clause 17.1 shall include a major change through the contracting out of work currently performed by the Company's employees.

### 17.2 Employer to discuss change

- (a) The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 17.1 (a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such

changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes (including, in the case of changes to rosters or ordinary hours of work, the impact in relation to their family or caring responsibilities).

- (b) The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 17.1 above.
- (c) For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

### 17.3 Consultation Generally and Yard Committees

- (a) The parties agree that the relevant Yard Committee currently established shall remain so constituted throughout the life of this Agreement and shall at all times be composed of representatives of both the Company and the employees ("the Committee").
- (b) The Yard Committee shall accordingly be the consultative body to who each of the parties hereto shall discuss any matters that are not deemed by the Company to be confidential relating to:
  - (i) Major workplace change;
  - (ii) Safe systems of work/drug and alcohol and safe driving plans;
  - (iii) Work organisation;
  - (iv) Any potential redundancies; and
  - (v) Business performance.
- (c) In this regard the Committee shall minute all matters coming before it and shall regularly post such minutes for all the employees to view at the relevant Company yard.
- (d) Each Yard Committee shall consist of at least one Union delegate and one senior management representative and one Branch Secretary (or his/ her nominee). Each Yard Committee will meet on a monthly basis

except where a meeting is otherwise necessary pursuant to clauses 17.1, 17.2 and 17.3(b) of this Agreement. The employee representatives of each Yard Committee will be elected at the commencement of this Agreement in respect of each relevant Yard. Where possible, the employee representatives nominated for election should constitute a fair representative sample of the respective work functions at each relevant Branch.

- (e) The Yard Committee shall discuss and review at least the following items on a regular basis, with such discussions to be minuted and posted for all relevant employees to view:
  - the use of supplementary labour, including Outside Hire and Labour hire agencies;
  - the reasons for the use of supplementary labour;
  - the hours worked by full-time employees (including overtime) and Outside Hire;
  - the ratio of casual employment to the number of directly hired employees at the relevant Yard;
  - fair and reasonable implementation of annual leave requests;
  - application of and compliance with this Agreement;
  - safe systems of work/drug and alcohol and safe driving plans; and
  - all items referred to in above clause 17.
- (f) Each Yard Committee may request access to any information relating to the matters identified in this clause, and the Company shall not unreasonably withhold such information. However, where such information is deemed confidential or commercially sensitive, the Company will discuss this matter with the relevant Union Branch Secretary (or his or her nominated Union Official) for that State or Territory.
- (g) The Company will recognise and allow the voluntary attendance of any fleet operator, line haul operator or labour hire employee at any yard meeting.
- (h) Where any Dispute arises in relation to any matters arising from this clause 17.3, it shall be dealt with in accordance with clause 16 of this Agreement.

## 17.4 National and State Consultative Committee Meetings

- (a) The Company agrees to convene a minimum of three National Consultative Committee meetings each year on date/s as agreed between the parties, to discuss at a National level those matters contained in clause 17.4(c) of this Agreement.
- (b) The Union delegates represented at the National Committee meeting will be no less than one delegate per State or Territory (inclusive of New South Wales and the Australian Capital Territory).
- (c) The Company agrees to convene a minimum of three State Consultative Committee meetings each year on date/s as agreed between the parties, to discuss at a State/Territory level those matters contained in clause 17.3 of this Agreement and in addition the following matters:
  - (i) job security issues including:
    - establishing a basis for the parties to work co-operatively to enhance standards and conditions in markets in which the Company operates;
    - openly discussing changes in the structure of the business and their industrial implications; and
    - discussing current and future issues of national significance to both the Company and employees;
  - (ii) issues arising out of clauses 9.3, 9.5 and 9.6 of this Agreement.
- (d) The Union delegates represented at the State or Territory Consultative Committee meeting will be no less than one delegate per Yard.

## 18 Training

- 18.1 As the Company embraces the technological advances and industrial reform essential for its success, it is critical that employees embrace the concepts of multi-skilling and additional training. This means that drivers and freight handlers may be required to learn and experience different factors of the operation. All new employees are required to complete a Company induction program which shall include an introduction from the relevant employee representative.

- 18.2** Where, as a result of consultation, it is agreed by the Company that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave.
- 18.3** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
- 18.4** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.
- 18.5** Members of OH&S committees will receive OH&S accredited training.
- 18.6** "Blue Card" training is an independently provided training course aimed at improving safety awareness.
- 18.7** The parties agree that all new employees covered by this Agreement shall undertake a "Blue Card" Training Program, conducted by a licensed "Blue Card" training provider. This training is to be provided during the initial Company induction training referred to above.
- 18.8** It is agreed the Company will ensure that any existing employee, who commenced employment during the life of the 2011- 2014 Star Track Enterprise Agreement, who has not undertaken the "Blue Card" Training Program will do so within the life of this Agreement.
- 18.9** The Company and the Union will consult with one another during the life of this Agreement with the view of working towards facilitating all Company employees being appropriately inducted and trained in accordance with the "Blue Card" Training Program. Where requested to do so by the Union, the Company will provide to the Union any records held by it in respect of the training of its employees and their completion/participation in the "Blue Card" Training Program.

- 18.10** The Company will organise mental health training for all TWU delegates who wish to participate. Within three months from the commencement of this Agreement, the TWU will provide the Company with the names and locations of all delegates who wish to participate in the training.

- 18.11** The Company encourages employees who are engaged as Freight Handlers to express interest in obtaining an upgraded licence in order to undertake driving duties. Where the Company has a requirement for additional drivers, the Company may cover the training costs associated with obtaining an MR licence. Where the Company agrees to cover these costs and the employee either resigns or ceases to perform driving duties within 12 months from the date on which they obtained their MR licence, the Company may require the employee to repay the training costs.

## 19 Safe Systems of Work/Drug and Alcohol and Safe Driving Plans

- 19.1** The Company agrees that all work shall be performed lawfully and in accordance with safe systems of work which shall, inter alia, include:
- (a) A requirement to consider and assess matters in respect of fatigue, speed, mass management, load restraint and maintenance in order to eliminate and/or minimise all risk;
  - (b) A requirement to meet the cost of medical and other health related examinations in accordance with clause 41 below;
  - (c) Putting in place systems and related measures pertaining to safe scheduling and trip management, safe driving plans and related policies and procedures;
  - (d) Putting in place comprehensive and effective fatigue management practices and controls;
  - (e) Drug and alcohol policy designed to eliminate professional drug use amongst transport workers, supplementary labour and Outside Hire and to ensure that no Transport Worker or supplementary labour worker or Outside Hire worker performs work if they are impaired by drugs or alcohol. The policy may include saliva testing (but must not include more invasive forms of testing) and it must include procedures for its development and implementation in consultation with its Transport Workers and the TWU and in

accordance with the Company's Drug and Alcohol Policy;

- (f) The Company will use its best endeavours to comply with record keeping requirements for accountability and compliance purposes in relation to the following:
  - (i) chain of responsibility initiatives, compliance initiatives and standards documents; and
  - (ii) engagement of Company contractors, fleet Outside Hire, contractors and linehaul operations for supplementary or support work;
- (g) The Company commits to working with its employees and the TWU to ensure that all Transport Workers employed by the Company or any Transport Worker completing work on the Company's sites are appropriately; inducted, trained, familiar with the contents of this Agreement where appropriate and familiar with all relevant policies and procedures in relation to their respective Yard;
- (h) The Company commits to hold discussions with the Union about its participation in an industry project concerning education related, health and safety matters.

## 20 Access to the Agreement and the National Employment Standards

The Company must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## 21 TWU Recognition and Freedom of Association

- 21.1** The Company recognises the TWU as the union capable of representing transport workers employed by the Company and acknowledges that the TWU has the right to manage its own affairs.
- 21.2** The Company will recognise TWU delegates in their capacity as workplace representatives of

transport workers and will treat them fairly and allow them to perform their role without discrimination or interference.

- 21.3** Union delegates will have the right to perform their functions in paid time, including discussions and consultation with Union members, representing members in Disputes and participating in collective bargaining.
- 21.4** The Company agrees to facilitate paid monthly yard meetings of up to 30 minutes duration at which time the Union will have the opportunity to address Transport Workers. This clause 21.4 does not prohibit the attendance of any Transport Worker not rostered to work at any yard meeting. However, where a Transport Worker is not rostered to work when a yard meeting is scheduled to occur, that Transport Worker will not be paid for having attended the relevant yard meeting.
- 21.5** The Company and the Union will consult on organising the most effective time for yard meetings to occur taking into account operational requirements. This clause will not affect any existing arrangement allowing for more or less frequent meetings.

## 22 Union Inductions

- 22.1** Consistent with its recognition of the rights of Transport Workers to freely associate with the TWU, the Company will allow for Union inductions of all new Transport Workers and where applicable, any current Transport Workers who have previously been unable to attend a Union induction, to be conducted as part of the Company's normal induction process.
- 22.2** These Union inductions will be for no more than 30 minutes in duration and subject to local arrangements.
- 22.3** As part of the Union induction process, representatives of the Union will be given an opportunity to induct all Company employees in accordance with the following procedure:
  - (a) A room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
  - (b) 30 clear minutes will be allowed for the induction to take place;
  - (c) Transport Worker attendance at the induction will be treated as time worked and will be remunerated at that Transport Workers ordinary rate of pay. Inductions will occur

during an employee's normal rostered hours of work.

- (d) Prior to the induction there will, at the Union's request, be posted in a prominent position accessible to all Transport Workers a Union generated notice describing the purpose of the induction and setting out any other relevant information.
- (e) To facilitate Union inductions the Company will at a local level provide the Union with reasonable notice as to when Transport Worker inductions are to occur.
- (f) Where Union inductions do not occur at the same time as the Company conducts a Transport Worker induction or in conjunction with other Union training, the relevant Union Organiser and Company Manager will agree on a mutually suitable time for the Union induction to occur, which must be within 30 days of that discussion.

**22.4** This clause 22 also applies to Labour hire and Outside Hire workers who have been engaged by the Company on a regular and systematic basis for a period of 12 months.

## 23 TWU Delegates' Training Leave

- 23.1** Delegate representatives from each of the following locations (Western Australia, South Australia/Northern Territory, Victoria/Tasmania, Brisbane and Queensland Country) are entitled to take a total pool of 250 days leave per annum to attend to Union business including training, meeting and information sessions conducted by the TWU and to be involved in Union campaigning.
- 23.2** The pool of delegates' leave will be divided between the delegate representatives from each State/Territory in accordance with the maximum number of days prescribed in the relevant Appendix, giving a total of 250 days delegates' leave per annum for all relevant locations.
- 23.3** The amount of delegates' leave under this clause shall not accumulate from year to year.
- 23.4** The delegate representative from each of the following locations (Western Australia, South Australia/Northern Territory, Victoria/Tasmania, Brisbane and Queensland Country) will be paid their average earnings during any such periods of delegates' leave.

**23.5** A delegate representative or the Union shall, in advance, consult and reach agreement with the Company as to the timing and duration of the delegates' leave to be taken. Without limiting the foregoing, a delegate representative or the Union shall give the Company at least five working days' notice of the delegate representative's intention to attend such Union business and the leave to be taken, or such shorter period as the Company may agree to accept.

**23.6** The taking of such leave shall be arranged having regard to the operational requirements of the Company so as to minimise any adverse effect on those requirements. The taking of leave shall not be unreasonably withheld by the Company.

### **23.7 Union Delegate Training**

- (a) At the commencement of the predecessor Agreement, the Company provided Certificate IV in Management Training as part of its internal training program. It is agreed that the Company will make the Certificate IV in Management training program, or its equivalent, available to all Union delegates during the life of this Agreement.
- (b) However, where the Company does seek to make changes to its internal training program as referred to in clause 23.7(a) the Company will consult with the Union.
- (c) The release and training of delegates will commence having regard to operational requirements. However, the Company will not unreasonably withhold its consent for a delegate to commence his or her Certificate IV training, or its equivalent, with the Company.

## 24 Right of Entry

- 24.1** This clause sets out the agreement between the Company and the TWU with respect to their rights and obligations of right of entry, other than under an OHS law, in a manner which is consistent with Part 3-4 of the Act.
- 24.2** The Company will allow an authorised industrial officer to enter the Company's premises as set out in this clause.
- 24.3** For the purposes of this clause, "authorised industrial officer" means an officer or an employee of the TWU who:
  - (a) holds or obtains an entry permit recognised for the purposes of Part 3-4 of the Act, as

amended from time to time, at the date of commencement of this clause; and

- (b) continues to hold such an entry permit at the time of exercising right of entry under this protocol.

- 24.4** For the purposes of this clause, “relevant employee” means an employee of the Company who is covered by this Agreement.
- 24.5** Right of entry under an OHS law will be exercised in accordance with the right of entry provisions in the relevant State or Territory occupational health and safety legislation and the Act, as amended from time to time.
- 24.6** On the giving of at least 24 hours’ written notice, an authorised industrial officer may enter, during working hours, the Company’s premises where relevant employees are engaged, for the purpose of holding discussions with relevant employees who wish to participate in those discussions in any lunch time or non-working time.
- 24.7** On the giving of at least 24 hours’ written notice, an authorised industrial officer may enter, during working hours, the Company’s premises where relevant employees are engaged, for the purpose of investigating any suspected breach of this Agreement or the Act.
- 24.8** On the giving of at least 24 hours’ written notice, an authorised industrial officer may, for the purpose of investigating a suspected breach of this Agreement or the Act, require the Company to produce for inspection, during usual office hours at the Company’s premises, any records or other documents kept by the Company that are related to the suspected breach (to the extent the records or documents relate to the employment of a person who is a member of the TWU) and may make

copies of the entries in any such records or other documents related to any such suspected breach.

- 24.9** An authorised industrial officer must not deliberately hinder or obstruct the Company or employees during their working time.
- 24.10** The Company must not hinder or obstruct an authorised industrial officer in the exercise of the powers referred to in this clause.
- 24.11** Should any issue arise concerning the operation of this clause, it shall be dealt with by way of clause 16 – Settlement of Disputes.

## 25 Safe and Fuel Efficient Driver Program (SAFED Program)

- 25.1** The TWU has proposed that:
  - (a) the Company introduce a fuel- efficient driver training program conducted in accordance with the SAFED Program;
  - (b) any costs savings realised through the SAFED Program will be shared equally between the Company and the employees;
  - (c) an authorised TWU representative be appointed at each yard to monitor and encourage implementation of the SAFED Program.
- 25.2** The Company has held discussions about the proposal and would like to investigate the proposal further. To this end, the Company agrees to hold discussions with the TWU about the concept during the life of this Agreement.

# Part 3 – Types of Employment and Termination of Employment

## 26 Work Organisation

- 26.1** The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 26.2** Employees within each grade are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 26.3** The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 26.4** The Company shall provide all gear necessary for the unloading of vehicles and the securing of loads thereon.

## 27 Types of Employment

- 27.1** An employee may be engaged on a full-time, part-time or casual basis.
- 27.2** At the time of engagement, the Company will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.

### **27.3 Full-time employment**

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### **27.4 Part-time employment**

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- (b) Before commencing part-time employment, the employee and the Company must agree upon:
- (i) the hours to be worked by the employee, the days upon which they

will be worked and the commencing and finishing times for the work; and

- (ii) the classification applying to the work to be performed.
- (c) Except as otherwise provided in this Agreement, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 27.4(b)(i).
- (d) The terms of the agreement may be varied by consent.
- (e) The terms of the agreement or any variation to it must be in writing and retained by the Company. A copy of the agreement and any variation to it must be provided to the employee by the Company.
- (f) A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by clause 34 – Wage Increases and Rates of Pay for the classification in which the employee is engaged. A part-time employee must receive a minimum payment of four hours for each day engaged.
- (g) The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) All time worked in excess of the agreed hours referred to in clause 27.4(b)(i) will be paid at the appropriate overtime rate.

### **27.5 Casual employment**

- (a) A casual employee has the same meaning as defined in the Act.
- (b) The Company must, wherever practicable, notify a casual employee if their services are not required the next working day.
- (c) A casual employee while working ordinary hours, must be paid on an hourly basis 1/38th of the minimum weekly rate for their classification in clause 34 – Wage Increases and Rates of Pay, plus the casual loading prescribed in the relevant Appendix. A minimum payment of four hours is to be paid.
- (d) In addition to normal overtime rates, a casual employee while working overtime or outside of ordinary hours, will be paid on an hourly

basis 1/38th of the minimum weekly wage rate for their classification in clause 34, plus a loading of 10%.

## **27.6 Conversion of casual employment**

- (a) A Regular Casual Employee who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of six (6) months will thereafter have the right to elect to have their contract of employment converted to full time employment or part time employment if the employment is to continue beyond the conversion process.
- (b) The Company must give the employee referred to in clause 27.6(a) above notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six (6) months.
- (c) The employee retains the right of election under this clause even if the Company fails to comply with clause 27.6(b).
- (d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has the right to elect under clause 27.6(a), upon receiving notice under clause 27.6(b), or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to full-time or part-time employment, and within 21 days of receiving such notice the Company must either consent to or refuse the election in writing but must not unreasonably so refuse. If the Company refuses a request, the notice must provide reasons for the refusal.
- (f) A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with clause 27.6(e) may only revert to casual employment by written agreement with the Company.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, and the Company accepts the election, the Company and the employee, subject to clause 27.6(e), must discuss and agree upon:

- (i) which form of employment the employee will convert to, that is, full-time or part-time;
- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 27.4(b); and
- (iii) the day the employee's conversion to full-time employment or part-time employment takes effect. This day must be the first day of the employee's first full pay period that starts after the day the notice is given, unless the employee and the Company agree to another day.

- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the Company and employee. Upon such agreement being reached, the employee will convert to full-time or part-time employment. Where, in accordance with clause 27.6(e) the Company refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

- (i) A **Regular Casual Employee**, for the purposes of this clause 27.6, is an employee who, during at least the last 6 months, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).

## **27.7 Ratio of casual employment**

- (a) The Company acknowledges the interests of the employees and the Union in relation to the appropriate use of casual employment.
- (b) To this end the Company:
  - agrees to enter discussions on a State-by-State basis during the life of this Agreement to reach a mutually

acceptable ratio of casual employees to the total number of directly hired employees to be averaged over a 12 month period in order to take into account seasonal fluctuations and peak periods in customer volumes; and

- agrees that these discussions will take place on a monthly basis during the life of this Agreement through the local Yard Committees in each State and Territory.
- (c) The parties to this Agreement agree that any yard agreement reached during the life of this Agreement in relation to the ratio of casual employment for that particular yard or depot shall form part of this Agreement from the date of the yard agreement, and shall be taken to be contained in this Agreement from that date as if it were incorporated in the relevant State/Territory Appendix of this Agreement.

## **27.8 Utilisation of workforce**

- (a) The parties acknowledge that for operational reasons and to enable the business to operate in the most efficient and productive manner:
- (i) there will be a continuing need for flexible workforce solutions, including the engagement of permanent part-time and casual employees and external labour; and
  - (ii) the allocation of additional hours will be at the discretion of management to meet operational requirements in a cost effective manner.
- (b) However, the Company will use all reasonable endeavours to ensure that:
- (i) permanent part-time employees, casual employees, Labour hire and Outside Hire will not be engaged for the primary purpose of reducing the overtime hours available for fulltime permanent employees;
  - (ii) available casual employees will be engaged to perform work in preference to Labour hire workers; and
  - (iii) it will, where practicable and having regard to the business needs of the Company as set out in this Agreement, prioritise the engagement of full-time employees for available hours of work where this is the most cost-effective, productive and efficient option.

## **27.9 Consultation in relation to changes to work volumes**

Where the Company anticipates that, at a particular site, the level of Outside Hire usage will increase significantly compared to levels at the Commencement of this Agreement due to major changes in the performance of work necessitated by changing commercial conditions, it will inform the relevant Consultative Committee and undertake consultation in accordance with clause 17.3.

# **28 Labour Hire**

**28.1** The parties agree that any person hired through a labour hire agency to perform freight handling duties will be paid the same rate specified in the Agreement for the relevant work performed from the Commencement Date.

**28.2** The parties also agree that any person hired through a Labour hire agency will be treated the same as the Company's direct employees for the purposes of clause 27.6 except that the relevant qualifying period shall be 12 months instead of 6 months.

# **29 Existing Star Track Express & StarTrack Retail Subcontractors**

**29.1** The Company is committed to ensuring the employment of employees is secure.

**29.2** To this end, the Company agrees that any existing individual arrangements in place with those individual subcontractors who have been engaged by the Company prior to the approval of this Agreement by the Fair Work Commission in those States and Territories covered by this Agreement, and who utilise the recipient created tax invoice ("RCTI") process of the Company, shall continue to apply during the life of this Agreement. This provision is subject to any mutually agreed variation between the individual subcontractor and the Company.

**29.3** To enhance the job security of employees, the Company agrees that any subcontractor identified in the preceding clause to perform fleet duties will be paid a total remuneration rate to reflect both their fixed operating costs and the equivalent wage rate specified in this Agreement for the relevant classification and type of work performed. The parties acknowledge that the fixed operating costs

will fluctuate from time to time and from subcontractor to subcontractor.

**29.4** To enhance the job security of employees, the Company agrees to grant to the subcontractors identified in the preceding clause an increase on their labour component (which based on custom and practice has been applied over preceding years to be approximately 55% of their ‘rolled-up’ hourly rate inclusive of wages, superannuation, fixed operating costs and incorporation costs such as workers’ compensation insurance premiums, public liability insurance premiums and accountancy fees) of 3% from the first full pay period after approval of this Agreement, a further compounding increase of 3% from the first full pay period 12 months after the approval of this Agreement and a further compounding increase of 3% from the first full pay period 24 months after the approval of this Agreement.

**29.5** The parties agree that the non-labour component (i.e. the fixed component) for existing subcontractors is to be discussed and agreed on a case-by-case basis, to reflect local conditions and operating costs which will fluctuate from time to time.

## 30 Fleet Outside Hire and Contractors

**30.1** The Company will use all reasonable endeavours to ensure that Outside Hire companies and contractors (excluding those existing Company subcontractors covered by clause 29) utilised to perform fleet duties after the approval of this Agreement by the Fair Work Commission pay a labour component no less than the applicable wage rate fixed by this Agreement for the relevant work performed by them or their employees for or on behalf of the Company.

**30.2** The parties agree that the non-labour component (i.e. the fixed component) for Outside Hire companies is to be discussed and agreed on a case-by-case basis, to reflect local conditions and operating costs which will fluctuate from time to time.

**30.3** The parties also agree to have discussions during the life of this Agreement in order to attempt to develop a workable formula to calculate the respective labour and non- labour components in respect of Outside Hire companies and their employees.

**30.4** If the Company experiences problems with the implementation of this clause, owing to a genuine

emergency (as defined in this Agreement), the Company will discuss alternative arrangements with the relevant Branch Secretary (or his/her nominee) of the TWU to ensure its business needs are met.

**30.5** “Reasonable endeavours” will also involve the Company implementing commercial arrangements within 12 months from the commencement of this Agreement which require compliance by Outside Hire companies with this clause 30.5, including the following:

- (a) compliance with all statutes and regulations relating to work done under this Agreement including all agreements, awards, determinations and orders applicable to its drivers and other relevant employees and work, health and safety laws including those dealing with fatigue;
- (b) compliance with all health and safety requirements that apply generally to the Company’s sites, as far as reasonably practicable;
- (c) payment of the applicable labour rates set out in clause 30.1;
- (d) maintenance of time and attendance records including start and finish times, rest breaks, total hours worked and any other information required to be kept in accordance with legislative obligations including those dealing with fatigue;
- (e) maintenance of payslips in accordance with legislative obligations;
- (f) obtaining and maintaining in force all licences and permits as are required by persons engaged in their business and will comply with the terms of all such licences and permits;
- (g) maintaining all necessary insurances and registration in respect of vehicles, and paying all taxes and fees relating to the ownership or use of vehicles;
- (h) maintaining a Workers Compensation Certificate of Currency for all drivers and other relevant employees performing work for on behalf of the Company;
- (i) making superannuation contributions as required by superannuation legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry

(Supervision) Act 1992 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth);

- (j) refraining from engaging in any sham contracting in relation to owner drivers engaged by Outside Hire companies who perform work for or on behalf of the Company;
- (k) participation in the Company's compliance process as follows:
  - (i) all existing Outside Hire companies currently engaged by the Company shall be required to complete a compliance declaration form as attached at Appendix H to this Agreement and the Company will use its best endeavours to procure complete compliance declaration forms within six (6) months from the operative date of this Agreement;
  - (ii) any new Outside Hire companies engaged by the Company after the operative date of this Agreement shall be required to complete the compliance declaration form as attached at Appendix H of this Agreement within six (6) months from the date of commencement of providing services to the Company under this Agreement;
  - (iii) following receipt of the completed compliance declaration form under sub-clauses (i) or (ii) above, Outside Hire companies must then provide a completed compliance declaration form on an annual basis or otherwise as may be reasonably required by the Company;
- (l) acknowledgement that the Company is at its discretion entitled to audit any Outside Hire company to ensure that they are meeting all of their obligations under this clause including the payment of the labour component rate under clause 30.1, non-labour components agreed under clause 30.2 and any other applicable terms of this Agreement;
- (m) provision of such other information as may be reasonably required by the Company from time to time.

### 30.6 Other Obligations

- (a) The parties agree that the primary purpose for which the Company is conducting the

compliance process referred to in clause 30.5 is so as to ensure that Outside Hire companies abide by their obligations under this Agreement including in particular clauses 30.1 and 30.5.

- (b) Where the Company is presented with evidence that satisfies a reasonable person that an Outside Hire company is not complying with the obligations set out in clause 30.5 and reflected in its commercial arrangements, the Company will exercise its rights to conduct an investigation into the alleged non-compliance. Where this evidence is presented to the Company by the TWU, the Company will inform the TWU of the investigation outcome, including whether a breach has been found and any action taken.
- (c) Where the Company is satisfied that an Outside Hire company performing work under this Agreement has not complied with one or more of its obligations under this Agreement, the Outside Hire company will be issued with a breach notice by the Company requiring rectification of the breach within fourteen (14) days. The breach notice must inform the Company that if the breach is not rectified within 14 days the Company may terminate the Outside Hire agreement.
- (d) The Company will provide a summary of the compliance declarations received from Outside Hire companies in the form of Appendix I at the Yard Committee referred to in clause 17.3 on the basis that such summaries will also include the following information, namely:
  - (i) the names of the Outside Hire company;
  - (ii) the business units in which each Outside Hire company is engaged;
  - (iii) the site at which each Outside Hire company works;
  - (iv) the number of workers (including employees, owner drivers or third party agency workers) engaged by each Outside Hire company who are performing work for the Company;
  - (v) whether each Outside Hire company has previously been identified as being in breach of any obligations under this Agreement;

- (vi) whether each Outside Hire company has received a current breach notice under clause 30.6(c) above;
  - (vii) a sample of documentation obtained by the Company from the Outside Hire company (subject to the limitations in clause 30.6(f) below).
- (e) The information set out above in (d) will be provided to the State Consultative Committee meeting in a summary form and will include the number of compliance declarations received, any breaches identified and any matters of state significance identified by the Consultative Committee.
- (f) Where an investigation under clause 30.6(b) is conducted the Company will also display to the relevant Consultative Committee a sample of documentation relied upon (such as payslips, time and attendance records etc.) to support the findings of the investigation. Where such documentation includes any information that is commercially sensitive, personal information, or information that may be used to identify an individual, such information may be redacted by the Company.
- (g) The Company is committed to prioritise the engagement of Outside Hire companies who utilise employee drivers wherever possible.
- (h) The Company will use reasonable endeavours to ensure it does not knowingly engage or continue to engage any Outside Hire company who engages in sham contracting arrangements.

**30.7** Nothing in this clause 30 is intended to allow an Outside Hire company to reduce the rates required to be paid to its employees or owner drivers and the Company agrees not to allow this clause to be used for that purpose.

## 31 Linehaul Operations

- 31.1** In respect of linehaul operators, the Company shall use all reasonable endeavours to ensure that any driver who performs this work is remunerated for his or her labour at a rate that is at or above the relevant RTLDO Award.
- 31.2** The Company agrees to be pro-active in monitoring compliance with linehaul operations. To this end, the Company agrees that the relevant Yard Committee may request access to Company records in respect of linehaul compliance and the

Company shall not unreasonably refuse any such request.

- 31.3** The parties agree that any reported non-compliance in respect of linehaul operations will be managed pursuant to the Company's Chain of Responsibility policies and procedures.
- 31.4** Where possible, the Company will use all reasonable endeavours to ensure that there is a written agreement between the Company and each fleet Outside Hire and/ or contractor.

## 32 Termination of Employment

### 32.1 Requirement for notice of termination or payment in lieu

- (a) Employment for full-time and part-time employees may be terminated only by written notice by the Company, given at any time, or by the payment by the Company of pay in lieu of notice, according to the following scale set out in the NES:

Employee Period of continuous service with the Company	Period of 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

- (b) An employee over 45 years of age who has completed at least two years employment with the Company is entitled to receive an additional one week's notice of termination, or pay in lieu thereof.
- (c) In accordance with the NES, the Company reserves the right to terminate an employee's services without notice, or payment in lieu of notice, for reasons including, but not limited to, dishonesty, neglect of duty, or other serious misconduct.
- (d) Casual employees will be employed on a daily basis and may be terminated by the Company by the giving of four (4) hours'

notice, or by payment of four hours wages in lieu of notice.

### **32.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of the Company except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the Company may, to the extent permitted by law, withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **32.3 Job search entitlement**

Where the Company has given notice of termination to an employee, an employee (other than a casual employee) must be allowed up to one days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Company.

## **33 Redundancy**

**33.1** Redundancy pay is provided for in the NES, except that the following amount of severance pay will apply in lieu of the scale set out in section 119(2) of the Act:

- (a) Severance pay of 4 weeks for the first year of service; and
- (b) Severance pay of 3 weeks for each year of service thereafter (or pro rata for part years of service);

paid at the employee's base rate of pay (as defined in the NES).

- (c) For the avoidance of doubt, the employee's base rate of pay means the relevant rate of pay prescribed by this Agreement for the employee's ordinary hours of work exclusive of all penalty rates, loadings, allowances, bonuses, commissions or incentives.
- (d) The maximum amount payable for the combined purposes of notice or payment in lieu of notice (including notice worked) and

severance pay under this clause is capped at 52 weeks paid at the employee's base rate of pay (as defined in the NES) at the time of the termination of employment.

- (e) The Company has agreed to roll over the current redundancy provisions for those employees previously employed under the Australian Air Express On Airport Enterprise Agreement as detailed in Appendix G.

### **33.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may, at the Company's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **33.3 Employee leaving during notice period**

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

### **33.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 32.3.

# Part 4 – Wages, Allowances and Related Matters

## 34 Wage Increases and Rates of Pay

**34.1** Employees shall be paid the rates of pay in Appendix C, D, E or F (as relevant) to this Agreement. The Company agrees to grant StarTrack Transport Workers an increase on their present base wage in the following amounts:

- (a) an increase of 3% from the first full pay period to commence in September 2021;
- (b) a further compounding increase of 3% from the first full pay period on or after the date which is 12 months after the increase provided for in (a);
- (c) a further compounding increase of 3% from the first full pay period on or after the date which is 24 months after the increase provided for in (a).

**34.2** These increases represent an increase to the employee's present wage rates, which are already substantially above those required by the relevant minimum rates of pay. These increases shall be subject to the following matters:

- (a) Any minimum rate of pay increases granted during the life of this Agreement being absorbed within the proposed increases.
- (b) The Union and the employees not making or pursuing any extra wage or other claims during the life of this Agreement.
- (c) The parties agreeing that during the life of this Agreement any increases or allowances relating to technology, new work, work conditions or work value will be absorbed within the proposed increases.

**34.3** The table of rates of pay for the duration of the Agreement are set out in the relevant Appendix.

## 35 Juniors

**35.1** The minimum rate to be paid to junior employees is as follows:

- (a) **Under 19 years of age:** 70% of the base wage payable under this Agreement to an adult for the class of work performed in the area in which it is performed.

- (b) **19 years and under 20 years of age:** 80% of the base wage payable to an adult under this Agreement for the class of work performed in the area in which it is performed.

- (c) **20 years of age:** the full rate payable to an adult employee under this Agreement for the class of work performed in the area in which it is performed.

**35.2** Where a junior employee aged 18 years or more is required to drive a motor vehicle and is in sole charge of that vehicle, the employee shall be paid the adult rate applicable under this Agreement that is assigned to the class of driving work that the employee is required to perform.

## 36 Higher Duties

Where an employee is required to perform two or more grades of work on any one day the employee is to be paid the minimum wage for the highest grade for the whole day.

## 37 Allowances

Allowances rates are set out in the relevant Appendix of this Agreement. Allowances rates under this Agreement are to be increased in line with any increases in relevant allowances under the Award.

## 38 Travelling Allowance

**38.1** An employee engaged in ordinary travelling on duty, or on work on which the employee is unable to return home at night shall be paid personal expenses reasonably incurred in travelling, but shall be paid the sum as set out in the relevant Appendix per day at least. Any increases in the minimum rates for Travelling Allowances will also be passed on as and when they happen. Provided that where an employee travels by boat or other conveyance in which the ticket includes meals and bed, the employee shall not be entitled to the said allowance.

**38.2** An employee prevented from returning with the employee's turn-out to the depot, yard or garage from which the employee started shall be paid any travelling expenses required to be incurred and as if for time worked for the time the employee reasonably takes to get home beyond the time it

would ordinarily have taken to get home from the depot, yard or garage.

## 39 Articles of Clothing

- 39.1 Where the Company requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, the Company must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is provided for by the Company.
- 39.2 Where an employee is required by the Company to work continuously in conditions in which, because of their nature, the clothing would otherwise become saturated, the Company must reimburse the employee for the cost of purchasing protective clothing. The provisions of this clause do not apply where the protective clothing is provided for by the Company.
- 39.3 Where an employee is employed as a greaser and cleaner, or is normally required to service vehicles, the Company must reimburse the employee for the cost of purchasing overalls. The provisions of this clause do not apply where the overalls are provided by the Company.
- 39.4 Provided that this clause does not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.
- 39.5 Provided further that such protective clothing shall remain the property of the Company, and that the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

## 40 First Aid Allowance

An employee holding a current first aid qualification from St. John Ambulance or similar body and appointed by the Company to perform first aid duty shall be paid an amount per week for any week so appointed as set out in the relevant Appendix in addition to wages. The Company will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain and maintain the appropriate first aid qualification as current.

## 41 Medical Checks

Where the Company requires employees to undertake medical checks during a term of

employment or requires persons seeking employment to undertake a medical check as part of an interview process, the Company shall reimburse all medical costs not recoverable from a health fund by the employee or persons seeking employment.

## 42 Accident Make-Up Payment

- 42.1 This clause shall apply to all employees covered by this Agreement, and it shall apply only in respect of incapacity which results from an injury received on or after the date of operation.
- 42.2 The circumstances under which an employee shall qualify for accident make-up payment shall be as follows:
- (a) The Company shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the Company pursuant to the provisions of the appropriate compensation legislation, as amended from time to time.
  - (b) **Accident make-up payment** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate compensation legislation and the employee's appropriate weekly ordinary Agreement rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the Agreement rate for that period.
  - (c) The Company shall pay, or cause to be paid, accident make-up payment during the incapacity of such employee within the meaning of the appropriate legislation until the incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever first occurs.
  - (d) The liability of the Company to pay accident make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the appropriate legislation, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Company to pay accident make-up payment as provided in this clause.

- (e) In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate legislation, the liability of the Company to pay accident make-up payment as provided in this clause shall cease from the date of such redemption.
- (f) The Company may at any time apply to the Fair Work Commission for exemption from the terms of this clause on the grounds that an accident make-up payment scheme proposed and implemented by the Company contains provisions generally not less favourable to the Company's employees than the provisions of the clause.

## 43 Payment of Wages

- 43.1 All earnings, including overtime, shall be paid on a day to be fixed by the Company, but not later than Thursday of each week. Once fixed, the day shall not be altered more than once in three months.
- 43.2 All payments of wages to employees will be made by electronic funds transfer.
- 43.3 All earnings, including overtime, shall be paid within four business days of the expiration of the week in which they accrue.
- 43.4 Notwithstanding anything contained in this clause, the Company shall pay to an employee who leaves or is dismissed all moneys due to the employee forthwith.

## 44 Superannuation

- 44.1 The Company will make compulsory superannuation contributions on behalf of the employees covered by this Agreement as required under the *Superannuation Guarantee (Administration) Act 1992* (Cth). The contribution made by the Company on behalf of each employee under this agreement shall be no less than 12%.
- 44.2 Individual employees may have these contributions paid into an approved superannuation fund of their choice insofar that legislation permits. However, where any individual employee does not choose to have these contributions paid into a fund of their own choice the TWU Superannuation Fund shall be the default fund.
- 44.3 The Company will provide an opportunity for an authorised representative of the TWU Superannuation fund to have a no less than 30-

minute induction with employees to discuss financial options.

## 45 Aviation and Maritime Security Identification Cards (ASIC/MSIC)

- 45.1 Where the Company directs an employee to obtain either an Aviation Security Identification Card (ASIC) or a Maritime Security Identification Card (MSIC), the cost to the employee of such a card shall be reimbursed to the employee upon production of proof of expenditure.
- 45.2 The Company can direct an employee to obtain the ASIC/MSIC from a specific provider and the employee shall comply with such a direction in a timely manner.
- 45.3 The Company shall only be responsible for the reimbursement of the direct and immediate costs associated with the ASIC/MSIC. The Company shall not be responsible for the reimbursement of any additional costs.
- 45.4 The Company will not be responsible for the reimbursement of the cost of any replacement card required to be obtained by the employee because the initial card was lost, misplaced, or damaged as a result of an employee's negligence.
- 45.5 If an employee terminates their employment during a probationary period not exceeding 3 months, the Company may withhold from any outstanding moneys due, including accrued leave entitlements, an amount no greater than the costs reimbursed by the Company pursuant to clause 45.1.
- 45.6 If an employee terminates their employment with the Company within 12 months of the date of issue of an ASIC/ MSIC, without giving the period of notice required by clause 32.2 of this Agreement, the Company may withhold from any outstanding moneys due, including accrued leave entitlements, an amount no greater than the costs reimbursed by the Company pursuant to clause 45.1.
- 45.7 If the Company meets the costs of the provision of the ASIC/MSIC directly then the obligation to reimburse an employee prescribed by this clause does not arise.
- 45.8 If the Company meets the costs of the ASIC/MSIC directly then the provisions of clauses 45.5 and 45.6 will apply as if the Company had reimbursed the costs referred to.

**45.9** Should any issue arise concerning the operation of this clause, it shall be dealt with by way of clause 16 – Settlement of Disputes.

# Part 5 - Hours of Work and Related Matters

## 46 Ordinary Hours of Work

**46.1** The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

**46.2** The ordinary hours of work may be worked on any day Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the majority of employees and, if the employee(s) require, the employee's representative. Agreement may also be reached between the Company and an individual employee.

**46.3** The ordinary hours of work shall not exceed eight hours per day and shall be worked continuously (except for meal breaks) between the hours of 5.30 am and 6.30 pm. The spread of ordinary hours may be altered in any depot, yard or garage by one hour at each end by agreement between the Company and the majority of employees concerned and, if the employee(s) require, the employee's representative.

**46.4** Ordinary hours of work may be worked in the following ways:

- (a) providing for a rostered day off:
  - (i) by employees taking a rostered day off in accordance with the roster implementing the work cycle in the depot, yard or garage;
  - (ii) an employee's normal rostered day off may be changed by agreement between the Company and employee and, if the employee(s) require, the employee's representative. In the absence of agreement, 48 hours' notice of such alteration shall be given to the employee; or

- (iii) rostered days off (**RDO's**) may be accumulated to a maximum of ten days.

- (b) working ordinary hours over five days, Monday to Friday inclusive, of not more than 7 hours 36 minutes continuously (except for meal breaks):

- (i) where the Company either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this Agreement at a particular yard, depot or garage;

- (ii) where the Company has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the five days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week;

- (iii) where the operations being performed by the Company are such that it is necessary for particular employees to work five days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that rostered days off be taken on any or all of such days; or

- (iv) where written agreement has been reached between the Company and the majority of employees. Provided that written agreement must not be unreasonably withheld by the employees and must not be unreasonably requested by the Company.

## 47 Shift Work

### 47.1 Definitions

For the purposes of this clause:

- (a) **afternoon shift** means a shift finishing after 6.30 pm but not later than 12.30 am;
- (b) **day shift** means a shift which commences at 5.30 am or later, but finishes at or before 6.30 pm;

- (c) **night shift** means a shift which finishes after 12.30 am and at or before 8.30 am;
- (d) **shiftwork** means work extending for at least two weeks and performed either in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am or in regular rotating periods; and
- (e) **rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.

#### 47.2 Shiftwork hours and shift rosters

- (a) The hours of work of employees on shiftwork must be an average of 38 per week. The ordinary hours of work must not exceed eight continuous hours per day (inclusive of meal breaks) on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) There must be a shift roster which provides for rotation unless it is agreed otherwise by the Company and majority of employees or the Company and an individual employee. The shift roster must be posted in a prominent place in the workplace.
- (c) Shift rosters must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless 48 hours' notice is given.

#### 47.3 Shift allowances

For ordinary hours shiftworkers must be paid as follows:

Shift	% of the ordinary time rate
Afternoon shift	117.5
Night shift	130

#### 47.4 Shiftwork—casual employees

Casual employees engaged on shiftwork must be paid the casual loading prescribed in the relevant

Appendix in addition to the shift loading specified at clause 47.3 above.

#### 47.5 Shiftwork—overtime

For all time worked outside or in excess of the ordinary shift hours or on a shift other than a rostered shift, shiftworkers will be paid at time and a half for the first two hours and double time thereafter.

#### 47.6 Transfer to existing shift rosters

Forty eight hours' notice of any change of shift must be given to an employee, in default of which overtime rates must be paid for work done outside the ordinary shift hours within 48 hours of being notified of the change.

#### 47.7 Transfer of day worker to or from shiftwork

Unless otherwise agreed between the Company and an employee, day workers must be given at least 10 hours off duty immediately before commencing, or after ceasing shiftwork, and may be transferred to or from shiftwork on 48 hours' notice. In default of such notice an employee must be paid overtime rates for all work done outside previous ordinary working hours within 48 hours of being notified of the change.

#### 47.8 Work on Saturday, Sunday or public holidays

- (a) Shiftworkers, for work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:
  - Saturday—at the rate of time and a half;
  - Sunday—at the rate of double time; and
  - Public holidays—at the rate of double time and a half.
- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday will be payable instead of the shift allowance prescribed in clause 47.3.

#### 47.9 Meal breaks

All shiftworkers while working on day, afternoon or night shift will be entitled to a paid meal break of 20 minutes. An employee must not be required to work more than five hours without a meal break.

#### 47.10 Rate for non-continuous afternoon or night shift

Shiftworkers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights must be paid at

the rate of time and a half for the first three hours and double time thereafter for each shift.

#### **47.11 Rate when shift extends beyond midnight**

Notwithstanding anything contained in this clause, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

#### **47.12 Holiday shifts**

Where the major portion of a shift falls on the public holiday the whole of the shift will be regarded as a public holiday shift.

## **48 Start Times**

**48.1** A regular starting time for each employee is to be fixed by the Company. Where the Company varies or changes the regular starting time of an employee the Company must give one week's notice of such variation or change to the employee concerned.

**48.2** In addition to clause 48.1, the start time provisions set out in the relevant Appendix shall apply.

## **49 Breaks**

#### **49.1 Regular meal break**

- (a) An employee shall be allowed a regular meal break during the ordinary hours of work except where unforeseen extraordinary circumstances arise which make the allowance of the regular meal break impracticable.
- (b) The meal break shall:
  - (i) be of a regular duration of not more than one hour or less than 30 minutes;
  - (ii) commence no earlier than three and a half hours and no later than five and a half hours after an employee's fixed starting time of the ordinary hours of work.
- (c) If the meal break is not allowed, all time worked after the commencement time of the regular meal break until a break without pay for a meal time is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

#### **49.2 Overtime rest break**

- (a) An employee required to work overtime for two hours or more after working ordinary

hours shall be allowed a paid break of 20 minutes before commencing overtime work and thereafter upon completing each four hour period until the overtime work is finished.

- (b) The Company and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

#### **49.3 Meal allowance**

- (a) An employee required to work overtime for two continuous hours or more must either be supplied with a meal by the Company or paid the amount specified for a meal allowance in the relevant Appendix for each meal required to be taken.
- (b) An employee required to commence work two hours or more prior to the normal starting time must be paid the amount specified for a meal allowance in the relevant Appendix . Any increases in the minimum rates for meal allowance will be passed on as and when they happen.

**49.4** Notwithstanding anything contained in this clause an employee shall not be required or permitted to work longer than five and a half hours without a break for a meal.

## **50 Overtime**

**50.1** Subject to the NES and clause 50.1(a), the Company may require an employee to work reasonable overtime at overtime rates, including the working of overtime on Saturday.

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances, including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

**50.2** For all work done outside ordinary hours the rate of pay shall be time and a half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work.

**50.3** In computing overtime each day's work shall stand alone.

**50.4 Rest period after overtime**

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) If, on the instruction of the Company, an employee resumes or continues work without having had 10 consecutive hours off duty the employee shall be paid at double time rates until released from duty for that period, and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**50.5 Call-back**

- (a) An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) shall be paid for a minimum of four hours' work at the appropriate rate for the first recall, and a minimum two hours for each subsequent recall provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period.
- (b) This clause shall not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal

break) with the completion or commencement of ordinary working time.

- (c) Overtime worked in circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 50.4 where the actual time worked is less than four hours on such recall or on each of such recalls.

**50.6 Standing by**

Subject to any custom now prevailing under which an employee is required regularly to be available for a call-back, an employee required to be available for work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time from which the employee is told to be available.

**50.7 Transport of employees**

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Company shall reimburse the employee for the cost of obtaining transport home, or alternatively provide the employee with a conveyance to the employee's home, or pay the employee the current wage for the time reasonably occupied in getting home.

**50.8 Time off instead of payment for overtime**

- (a) Despite clause 50.2 an employee may choose, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company. This agreement must be in writing. The employee must take the time off within four weeks of working overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time is taken to be equivalent to the pay the employee would otherwise have received for working overtime.
- (c) If requested by an employee the Company must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

## 51 Penalty Rates

**51.1 Weekend work**

- (a) For any ordinary time hours worked between midnight on Friday and midnight on Saturday an employee must be paid at the rate of time and a half for the first two hours and double time thereafter for all time worked.

- (b) For any ordinary time hours worked between midnight on Saturday and midnight Sunday an employee must be paid at the rate of double time.
- (c) An employee required to work on a Saturday or Sunday will be paid for a minimum of four hours work.
- (d) All time worked on Sunday will stand alone.

## **51.2 Work on public holidays**

- (a) If Christmas Day falls on a Saturday or Sunday and by force of the NES another day is observed as a public holiday, a full-time or part-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid a loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of four hours pay. Such employee will also be entitled to the benefit of the substituted public holiday.
- (b) An employee who, without the consent of the Company or without reasonable cause, is absent from work on the day before or the day after a public holiday is not entitled to any payment for such public holiday.
- (c) For all time worked by a full-time or part-time employee on a public holiday, payment must be made at the following rates:
  - (i) Good Friday and Christmas Day—double time;
  - (ii) any other public holiday—time and a half; and
  - (iii) in each case the minimum payment will be four hours.
- (d) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- (e) Despite clause 51.2(c) an employee required to work on a public holiday other than Good Friday and Christmas Day during hours which, if the day were not a public holiday, would be outside the range of ordinary working time, will be paid for such hours at double time and a half instead of time and a half as otherwise provided in this clause. Provided further that an employee is entitled to be paid treble time for all overtime worked on Good Friday and Christmas Day.

- (f) For all time worked by a casual employee on public holidays, payment will be made at the following rates:
  - (i) on Good Friday and the Christmas Day holiday—treble time;
  - (ii) on any other holiday—double time and a half.
- (g) The minimum payment will be four hours. The payment prescribed in this sub clause will be in addition to the casual loading in clause 27.5.

# Part 6 - Leave and Public Holidays

## 52 Annual Leave

**52.1** Annual leave is provided for in the NES. Annual leave does not apply to casual employees.

- (a) For the purposes of the additional week of annual leave provided for in the NES a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) In addition to the leave entitlement in Division 5 of the NES, where an employee with twelve months' continuous service is engaged for part of the twelve month period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

**52.2** The Company will provide a written response to an employee within 14 days of receiving a written request from the employee to access annual leave. The written response will be on the appropriate leave form, provided the appropriate application form has been provided by the employee seeking to access their annual leave entitlement.

- (a) Where such a request for annual leave has been denied, the Company must provide to the employee a written response on their leave form including the reason for having denied the employee's request to access their annual leave entitlement. The Company must also afford the employee an opportunity to make a further request to access their annual leave requirement having regard to the Company's written response.
- (b) Wherever operationally possible, the Company will fairly approve leave requests to all employees having regard to previous leave requests, previous leave approvals, seasonal considerations and other relevant personal circumstances of each employee making the request as might arise.

**52.3** During a period of annual leave an employee will receive a loading calculated on the relevant wage rate in clause 34 of this Agreement.

The loading is as follows:

(a) **Day work**

Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.

(b) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

**52.4 Leave allowed before due date**

By agreement between the Company and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the Company may make a corresponding deduction from any money due to the employee on termination of employment.

**52.5 Excessive leave**

If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

**52.6 Annual close-down**

The Company may close down the enterprise or part of the enterprise for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the Company gives not less than one month's notice of its intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage;

- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with the Company.

### 52.7 Cashing out annual leave

An employee may, with the agreement of the Company, cash out his or her paid annual leave, subject to the following conditions:

- (a) At least four weeks of accrued annual leave must remain for the employee concerned following the cashing out; and
- (b) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Company and the employee; and
- (c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone; and
- (d) Annual leave cannot be cashed out in advance of it being credited to the employee.

## 53 Personal/Carer's Leave and Compassionate Leave

**53.1** Personal/carers' leave and compassionate leave are provided for in the NES.

### 53.2 Notice requirements

In accordance with the NES, an employee must give the Company notice of the taking of personal/carers' leave by the employee. The notice:

- (a) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the Company of the period, or expected period, of the leave.

### 53.3 Evidence requirements

- (a) When taking personal/carers' leave, an employee shall prove by providing a medical certificate or statutory declaration that the

employee was unable on account of personal illness or injury to attend for duty on the day or days for which personal/carers' leave is claimed.

- (b) An employee shall not be entitled to single days of paid personal/carers' leave by reason of personal illness or injury on more than two (2) occasions in any one (1) year of service unless the employee produces to the Company a medical certificate or if that is not reasonably practicable a statutory declaration to the effect that the employee is unfit for duty on account of personal illness or injury.
- (c) When taking personal/carers' leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (d) When taking personal/carers' leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

## 54 Community Service Leave

Community service leave is provided for in the NES.

## 55 Parental Leave

Parental leave is provided for in the NES and in accordance with the Company's parental leave policy as amended from time to time.

## 56 Public Holidays

**56.1** Public holidays are provided for in the NES. These provisions are in addition to those provided for in the NES.

### 56.2 Substitution of certain public holidays by agreement at the enterprise

- (a) The Company and employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the

majority of affected employees will constitute agreement.

- (b) An agreement pursuant to clause 56.2 must be recorded in writing and be available to every affected employee.

## 57 Long Service Leave

Long service leave is provided for in the relevant Long Service Leave legislation applying in each State and Territory, together with the provisions of the relevant Appendix of this Agreement.

## 58 Signatures

Signed in accordance with the signature requirements under section 185(5) of the *Fair Work Act 2009* and regulation 2.06A of the *Fair Work Regulations 2009*.

**Signed by Star Track Express Pty Limited and StarTrack Retail Pty Ltd**



**Susan Davies**

EGM People and Culture

Star Track Express Pty Limited and StarTrack Retail Pty Ltd, of 111 Bourke Street, Melbourne Victoria 3000

**Signed by a representative of employees covered by the Agreement**



.....**Rod Coleman**.....

StarTrack Employee - Driver

Of **32 Bond ave Perth Airport 6105**

**Signed by Transport Workers' Union of Australia**



**Michael Kaine** p.p. Nicholas McIntosh - National Assistant Secretary

National Secretary

388-390 Sussex St, Sydney, New South Wales 2000

# Appendix A – Classifications and Gradings

Grade	Classification
1	<p>General hand: greaser and cleaner, yardperson, vehicle washer and detailer, motor driver's assistant/furniture removers' assistant</p> <p>Loader – other than freight forwarder</p> <p>Courier – foot or bicycle</p>
2	<p>Loader – freight forwarder</p> <p>Tow motor driver</p> <p>Driver of a rigid vehicle (including a motorcycle) not exceeding 4.5 tonnes gross vehicle mass (GVM)</p>
3	<p>Driver of a fork-lift up to and including 5 tonnes lifting capacity</p> <p>Driver of a two-axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes, but not exceeding 13.9 tonnes GVM unless by special permit or registration such vehicle may be up to 15 tonnes GVM Driver of a concrete mixer up to and including 2 cubic metre bowl</p> <p>Distribution facility employee level 1</p>
4	<p>Driver of a three-axle rigid vehicle exceeding 13.9 tonnes GVM</p> <p>Driver oil tractor</p> <p>Radio operator</p> <p>Driver of fork-lift with a lifting capacity in excess of 5 tonnes and up to and including 10 tonnes lifting capacity</p> <p>Weighbridge attendant</p> <p>Driver of a straddle truck</p> <p>Driver of a concrete mixer over 2 cubic metre bowl and up to 4.9 cubic metre bowl</p> <p>Crane chaser / dogger</p> <p>Distribution facility employee level 2</p>
5	<p>Driver of a fork-lift with a lifting capacity in excess of 10 tonnes and up to 34 tonnes</p> <p>Driver of a rigid vehicle with four or more axles and a GVM exceeding 13.9 tonnes</p> <p>Driver of a rigid vehicle and heavy trailer combination with 3 axles and a gross combination mass (GCM) of 22.4 tonnes or less</p> <p>Driver of an articulated vehicle with 3 axles and a GCM of 22.4 tonnes or less</p> <p>Driver a concrete mixer with 5 cubic metre bowl and over</p>
6	<p>Driver of a rigid vehicle and a heavy trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes</p> <p>Driver of a mobile crane lifting up to and including 25 tonnes</p> <p>Driver of an articulated vehicle with more than 3 axles and a GCM greater than 22.4 tonnes</p> <p>Driver of a low loader with a GCM up to and including 43 tonnes</p> <p>Driver of a fork-lift with a lifting capacity over 34 tonnes</p> <p>Transport Rigger</p>

7	<p>Driver of a double articulated vehicle up to and including 53.4 tonnes GCM - including B-Doubles</p> <p>Driver of a low loader (as defined) with a GCM exceeding 43 tonnes</p> <p>When driving a low loader for each additional complete tonne over 43 tonnes GCM an extra \$0.95 (as part of the weekly rate for all purposes) shall be payable</p> <p>Provided that no load shall exceed the limit prescribed by or under any State or Territory Act</p> <p>Distribution facility employee level 3</p>
8	<p>Driver of a mobile crane with a lifting capacity in excess 25 tonnes and up to 50 tonnes</p> <p>Driver of a rigid vehicle and trailer(s) or double articulated vehicle exceeding 53.4 tonnes GCM including B-Doubles</p> <p>Driver of multi-axle platform trailing equipment with a carrying capacity up to and including 70 tonnes capacity</p>
9	<p>Driver of a mobile crane with a lifting capacity in excess 50 tonnes</p> <p>Driver of a gantry crane</p> <p>Driver of a rigid vehicle with trailer combinations or articulated vehicle with trailer combinations exceeding 94 tonnes GCM</p> <p>Distribution facility employee level 4</p>
10	<p>Driver of a multi-axle platform trailing equipment with a carrying capacity in excess of 70 tonnes and up to and including 100 tonnes or each additional 10 tonnes or part thereof in excess of 100 tonnes an extra 2.18% of the standard rate (as part of the weekly wage rate for all purposes) up to 150 tonnes shall be payable</p> <p>For each additional 10 tonnes or part thereof in excess of 150 tonnes an extra 2.09% of the standard rate (as part of the weekly wage rate for all purposes) up to 200 tonnes shall be payable</p> <p>For work performed in excess of 200 tonnes and up to 300 tonnes an additional payment of 2.04% of the standard rate day (as part of the weekly wage rate for all purposes) to be added to the 200 tonnes rate</p>

# Appendix B – Supported Wage System

## 1 Supported Wage System

**1.1** This appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**1.2** In this appendix:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

**relevant wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

**supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

**1.3 Eligibility criteria**

**1.3.1** Employees covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the

effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**1.3.2** This appendix does not apply to any existing employee who has a claim against the Company which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

**1.4 Supported wage rates**

**1.4.1** Employees to whom this appendix applies shall be paid the applicable percentage of the relevant rate of pay prescribed by this Agreement according to the following schedule:

Assessed Capacity %	Prescribed Agreement Rate %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**1.4.2** Provided that the minimum amount payable shall be not less than \$90 per week.

**1.4.3** Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

**1.5 Assessment of capacity**

**1.5.1** For the purpose of establishing the percentage of the Agreement rate, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Company and the employee and, if the

employee so desires, a union which the employee is eligible to join.

- 1.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Company as a time and wages record in accordance with the Act.

**1.6 Lodgement of SWS wage assessment agreement**

- 1.6.1** All SWS wage assessment agreements under the conditions of this appendix, including the appropriate percentage of the relevant wage to be paid to the employee, shall be lodged by the Company with the Fair Work Commission.

- 1.6.2** All SWS wage assessment agreements shall be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

**1.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

**1.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the relevant wage rate only. Employees covered by the provisions of the appendix will be entitled to the same terms and conditions of employment as other employees covered by this Agreement paid on a pro rata basis.

**1.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this appendix shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

**1.10 Trial period**

- 1.10.1** In order for an adequate assessment of the employee's capacity to be made, the Company

may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- 1.10.2** During that trial period the assessment of capacity shall be undertaken and the percentage of the relevant wage rate for a continuing employment relationship shall be determined.

- 1.10.3** The minimum amount payable to the employee during the trial period shall be no less than \$90 per week.

- 1.10.4** Work trials should include induction or training as appropriate to the job being trialled.

- 1.10.5** Where the Company and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 1.5 of this appendix.

# Appendix C – Victoria/Tasmania

## 1.1 Application of this Appendix

1.1.1 This appendix sets out terms and conditions which apply only to those employees covered by this Agreement who are employed in the States of Victoria and Tasmania.

1.1.2 In the event of any inconsistency between this appendix and the terms of the main body of the Agreement set out above, the terms of this

appendix shall prevail to the extent of the inconsistency.

## 1.2 Wage rates and casual loading

1.2.1 Casual employees shall receive a casual loading of 25 per cent.

1.2.2 Employees shall receive the following rates of pay for the duration of this Agreement:

FULL-TIME EMPLOYEES (Hourly Rates)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$26.45625	\$27.24994	\$28.06744	\$28.90946
3	\$26.98917	\$27.79885	\$28.63282	\$29.49180
4	\$27.78486	\$28.61841	\$29.47696	\$30.36127
6	\$28.84390	\$29.70922	\$30.60050	\$31.51852
7	\$29.37558	\$30.25685	\$31.16456	\$32.09950

CASUAL EMPLOYEES (Hourly Rate Inclusive of Casual Loading)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$33.07030	\$34.06243	\$35.08430	\$36.13683
3	\$33.73646	\$34.74856	\$35.79103	\$36.86475
4	\$34.73107	\$35.77301	\$36.84620	\$37.95159
6	\$36.05488	\$37.13653	\$38.25063	\$39.39815
7	\$36.71946	\$37.82106	\$38.95570	\$40.12438

- 1.2.3** The provisions set out in Appendix B dealing with the supported wages system shall apply.
- 1.2.4** For those employees who are required to drive two-axle rigid vehicles exceeding 13.9 tonnes gross vehicle mass (GVM) and 6.1 metres in length, they shall be paid at Grade 4 rates. Any future vehicles purchased with specifications that fall within this category will be offered to drivers in order of seniority within the Bulk Fleet.
- 1.2.5** All RDO Drivers will be paid at the level of Grade 4.
- 1.2.6** All Driver Trainers will be paid at least at the level of Grade 4 and those who are in possession of a valid Heavy Combination Licence will be paid at the level of Grade 6.
- 1.2.7** All Dock Clerks will be paid at the level of Grade 4.
- 1.2.8** Casual employees are paid a minimum of 4 hours per day. PM Shift Casuals are paid on an ordinary 'spread of hours' basis and as such shift penalties do not apply.
- 1.2.9** All casual employee superannuation payments include overtime hours worked up to 7.6 hours per day due to them being paid the spread of hours in lieu of shift penalties.
- 1.2.10** Clauses 1.2.8 and 1.2.9 of this Appendix apply only to employees who were first engaged on a casual basis before the date on which this Agreement commences.
- 1.3 Team Leaders**
- 1.3.1** Those who perform a Team Leader function will receive a Team Leader allowance as set out in this Appendix. This allowance will also be paid pro-rata to any employee acting as a Team Leader in times of absenteeism.
- 1.3.2** Team Leaders will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and provide feedback to Teams regarding the achievement of key objectives. They are responsible for maintaining standards and leading their teams to achieve Company objectives. Team Leaders are not expected to appraise or counsel employees.
- 1.3.3** Where a Team Leader is called upon to perform managerial duties of a manager who is absent from work on leave, the Team Leader will be paid an allowance of \$268.71 per week or \$53.74 per day. This allowance will be

increased during the life of this Agreement in line with the wage increases set out in clause 34.

- 1.3.4** The Team Leader allowance set out in this Appendix will be increased during the life of this Agreement in line with the wage increases set out in clause 34.

#### **1.4 Allowances**

- 1.4.1** Employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
<b>Team Leader</b>	<b>\$151.14 per week</b>
<b>Travelling Allowance Clause 38</b>	<b>\$32.48 per day</b>
<b>First Aid Allowance Clause 40</b>	<b>\$13.59 per week</b>
<b>Meal Allowance Clause 49 – Permanent employee</b>	<b>\$16.85</b>
<b>Meal Allowance Clause 49 – Casual employee</b>	<b>\$16.85</b>

- 1.4.2** With the exception of the Team Leader allowance, any increases in the minimum Award rates for the allowances set out above will be passed on as and when they happen.

#### **1.5 Rostered days off**

Where an employee decides to have rostered days off paid out, they will be paid out at 1.5 times the relevant ordinary time hourly rate, and the RDO accruals will be reduced accordingly. Payout will occur in the next available pay week.

#### **1.6 Long service leave**

- 1.6.1** It has been agreed by the parties that pro-rata entitlement will apply to employees after seven (7) years' continuous employment, not ten (10) years. This means that pro-rata Long Service Leave will be paid on termination after seven (7) years' continuous service.
- 1.6.2** All other Long Service Leave entitlements remain as per the relevant Long Service Leave legislation applying in the States of Victoria and Tasmania as amended from time to time.

**1.7 Ratio of casual employment**

**1.7.1** Further to clause 27.7 of the Agreement, it is agreed that the current ratio of casual employees to the total number of directly hired employees in Victoria and Tasmania is 1:3.

**1.7.2** In accordance with clause 27.7 of the Agreement, this 1:3 ratio will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.

**1.8 TWU delegates' training leave**

TWU delegate representatives in Victoria and Tasmania are entitled to take a maximum amount of 77 days delegates' leave per annum in accordance with clause 23 of this Agreement.

# Appendix D - Queensland

## 1.1 Application of this Appendix

**1.1.1** This appendix sets out terms and conditions which apply only to those employees covered by this Agreement who are employed in the State of Queensland.

**1.1.2** In the event of any inconsistency between this appendix and the terms of the main body of the Agreement set out above, the terms of this appendix shall prevail to the extent of the inconsistency.

## 1.2 Definitions

The following definition applies:

- **Team Captain** means an employee who, in addition to any other duties, is required to direct the work and/or conduct, during working hours, of a small group of other employees with adjoining work areas;
- **Leading Hand** means Team Leader as defined in this Agreement.

## 1.3 Wage rates and casual loading

**1.3.1** Casual employees shall receive a casual loading of 25 per cent.

**1.3.2** Employees shall receive the following rates of pay for the duration of this Agreement:

FULL-TIME EMPLOYEES (Hourly Rates)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$26.45625	\$27.24994	\$28.06744	\$28.90946
3	\$26.98917	\$27.79885	\$28.63282	\$29.49180
4	\$27.78486	\$28.61841	\$29.47696	\$30.36127
6	\$28.84390	\$29.70922	\$30.60050	\$31.51852
7	\$29.37558	\$30.25685	\$31.16456	\$32.09950

CASUAL EMPLOYEES (Hourly Rate Inclusive of Casual Loading)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$33.07030	\$34.06243	\$35.08430	\$36.13683
3	\$33.73646	\$34.74856	\$35.79103	\$36.86475
4	\$34.73107	\$35.77301	\$36.84620	\$37.95159
6	\$36.05488	\$37.13653	\$38.25063	\$39.39815
7	\$36.71946	\$37.82106	\$38.95570	\$40.12438

**1.3.3** The provisions set out in Appendix B dealing with the supported wages system shall apply.

#### **1.4 Allowances**

**1.4.1** Employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
<b>Leading Hand/Team Leader</b>	<b>\$151.14 per week</b>
<b>Team Captain</b>	<b>\$65.16 per week</b>
<b>Travelling Allowance Clause 38</b>	<b>\$32.48 per day</b>
<b>First Aid Allowance Clause 40</b>	<b>\$13.59 per week</b>
<b>Meal Allowance Clause 49 –Permanent employee</b>	<b>\$16.85</b>
<b>Meal Allowance Clause 49 –Casual employee</b>	<b>\$16.85</b>
<b>Mackay District Allowance – Permanent Employees</b>	<b>\$50 per week</b>
<b>Mackay District Allowance – Casual Employees</b>	<b>\$1.32 per hour (up to and including 38 hour per week)</b>

**1.4.2** With the exception of the Leading Hand/ Team Leader allowance and Team Captain allowance, any increases in the minimum Award rates for the allowances set out above will be passed on as and when they happen.

**1.4.3** Leading Hands/Team Leaders will be paid an allowance per week as set out in the table above.

**1.4.4** Team Captains will be paid a Team Captain allowance per week as set out in the table above.

**1.4.5** Both Leading Hands/Team Leaders and Team Captains will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and provide feedback to Teams regarding the achievement of key objectives. They are responsible for maintaining standards and leading their teams to

achieve Company objectives. Leading Hands/Team Leaders and Team Captains are not expected to appraise or counsel employees.

**1.4.6** An employee whose principal location of employment is the Mackay Branch of the Company is entitled to payment of a district allowance in the amount set out in this Appendix / Allowance table as per clause 1.4.

**1.4.7** The Leading Hand/Team Leader allowance set out in this Appendix will be increased during the life of this Agreement in line with the wage increases set out in clause 34.

#### **1.5 Rostered days off**

**1.5.1** The parties agree that where applicable RDO's taken by the employees will be taken on a flexible roster system as approved by the Branch/Operations Manager or Supervisor.

**1.5.2** The parties agree that the current practices relating to the taking of RDO's where applicable will remain unchanged during the life of this Agreement.

**1.5.3** Notwithstanding the provisions of clause 50 – Overtime of this Agreement, in the event that an RDO has been approved and rostered but the Company requests the employee to attend work, the parties agree that such work performed on this particular day will be paid at the rate of time and one half for hours usually paid at normal rates. After this period the next two hours worked will be paid at the rate of time and a half and any time thereafter will be paid at the rate of double time.

#### **1.6 Long service leave**

**1.6.1** It has been agreed by the parties that pro-rata entitlement will apply to employees after seven (7) years' continuous employment not ten (10) years. This means that pro-rata Long Service Leave will be paid on termination after seven (7) years' continuous service.

**1.6.2** Notwithstanding the above, if the employee is terminated for serious misconduct after seven (7) years and before ten (10) years continuous service, the decision to pay the employee's pro-rata entitlement is at the Company's discretion.

**1.6.3** All other Long Service Leave entitlements remain as per the relevant Long Service Leave legislation applying in the State of Queensland as amended from time to time, with the exception of the above.

**1.6.4** Long service leave entitlements may be paid out by written agreement of the Company and an

individual employee. Long service leave cannot be cashed out in advance of it being credited to the employee. Cashed out long service leave will be paid at the rate of pay that the employee receives at the time when the election is made.

## **1.7 Protection of entitlements**

The Company will provide an auditors report every six (6) months to certify that the Company's financial situation is adequate to meet its obligation regarding employee entitlements. The auditors report will verify:

- 1.7.1** Net tangible assets as a multiple of accrued entitlements including notional redundancy provisions.
- 1.7.2** Profit before tax exceeds accrued entitlements including notional redundancy provisions.
- 1.7.3** The financial position of the Company to meet its obligations.
- 1.7.4** The completed auditors report will be posted onto a noticeboard every six (6) months, directly after the audit is completed.
- 1.7.5** Leave is reserved to discuss alternative arrangements during the life of this Agreement with the consent of both parties.

## **1.8 Security of employment**

- 1.8.1** The Company acknowledges the interests of the employees and the Union in ensuring that the employment of the employees is secure and that

employees' terms and conditions of employment are maintained and, over time, improved.

### **1.8.2** To this end the Company:

- agrees to take all reasonable steps to ensure the security of employment of the employees, and
- is committed to the retention and, over time, improvement of employees' terms and conditions of employment.

## **1.9 Ratio of casual employment**

- 1.9.1** Further to clause 27.7 of the Agreement, it is agreed that the current ratio of casual employees to the total number of directly hired employees in Queensland is 1:3

- 1.9.2** In accordance with clause 27.7 of the Agreement, this 1:3 ratio will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.

### **1.10 TWU delegates' training leave**

TWU delegate representatives in Queensland are entitled to take a maximum amount of 83 days delegates' leave per annum in accordance with clause 23 of this Agreement.

# Appendix E - South Australia/ Northern Territory

## 1.1 Application of this Appendix

1.1.1 This appendix sets out terms and conditions which apply only to those employees covered by this Agreement who are employed in the State of South Australia and the Northern Territory.

1.1.2 In the event of any inconsistency between this appendix and the terms of the main body of the Agreement set out above, the terms of this

appendix shall prevail to the extent of the inconsistency.

## 1.2 Wage rates and casual loading

1.2.1 Casual employees shall receive a casual loading of 25 per cent.

1.2.2 Employees shall receive the following rates of pay for the duration of this Agreement:

FULL-TIME EMPLOYEES (Hourly Rates)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$26.07511	\$26.85736	\$27.66308	\$28.49297
3	\$26.60097	\$27.39900	\$28.22097	\$29.06760
4	\$27.38506	\$28.20661	\$29.05281	\$29.92439
6	\$28.42818	\$29.28103	\$30.15946	\$31.06424

CASUAL EMPLOYEES (Hourly Rate Inclusive of Casual Loading)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$32.59388	\$33.57170	\$34.57885	\$35.61621
3	\$33.25122	\$34.24875	\$35.27621	\$36.33450
4	\$34.23132	\$35.25826	\$36.31601	\$37.40549

1.2.3 The provisions set out in Appendix B dealing with the supported wages system shall apply.

## 1.3 Allowances

1.3.1 Employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
Team Leader	\$111.40 per week
Travelling Allowance Clause 38	\$32.48 per day
First Aid Allowance Clause 40	\$13.59 per week
Meal Allowance Clause 49 – Permanent employee	\$16.85
Meal Allowance Clause 49 – Casual employee	\$16.85
Driver Trainer	\$30 per day
Relief Driver	Grade 6 rate of pay

- 1.3.2** With the exception of the Team Leader allowance, any increases in the minimum Award rates for the allowances set out above will be passed on as and when they happen.
- 1.3.3** Those who perform a Team Leader function will receive a Team Leader allowance as set out in the table above. An allowance of \$30 per day is to be paid pro- rata to any employee acting as a Team Leader in times of absenteeism.
- 1.3.4** Team Leaders will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and provide feedback to Teams regarding the achievement of key objectives. They are responsible for maintaining standards and leading their teams to achieve Company objectives. Team Leaders are not expected to appraise or counsel employees.
- 1.4 Security of employment**
- 1.4.1** The Company acknowledges the interests of the employees and the Union in ensuring that the employment of the employees is secure and that employees' terms and conditions of

employment are maintained and, over time, improved.

- 1.4.2** To this end the Company:
- Agrees to take all reasonable steps to ensure the security of employment of the employees, and
  - is committed to the retention and, over time, improvement of employees' terms and conditions of employment.
- 1.5 Income protection**
- 1.5.1** The Company shall ensure that all its employees shall be covered by a Sickness and Accident Income Protection Plan ("the Plan"), as agreed by the parties. The Company shall make contributions on behalf of its employees in the amount specified by the Plan (which shall not exceed 1.6% of the employee's gross remuneration).
- 1.5.2** Notwithstanding clause 1.5.1 above, employees who are eligible to be covered by the Plan may elect as a branch by majority agreements to receive the benefits of the Plan. After majority agreement to implement the Plan, employees will contribute the amount specified in clause 1.5.1.
- 1.5.3** Income Protection will only apply to employees paid directly by the Company and will not apply to employees of labour hire agencies and/or contractors.
- 1.5.4** Summary of the income protection insurance is outlined as follows:
- 1.5.4.1** The Company in South Australia & the Northern Territory has agreed to process Sickness and Accident Insurance as detailed in this appendix, on behalf of the employees. The insurance will be underwritten by an underwriter approved by a majority of employees. The Company reserves the right to choose a different Insurance Company if required. The following is a summary of the terms and conditions of the insurance.

<b>Employee is Covered:</b>	24 hours per day / 7 days per week, including during any journey to and from work.
<b>Benefit:</b>	90% of income - as defined or \$1,500 per week whichever is lesser (including overtime, allowances, travel allowance, tea moneys and shift loading)  (Based on the income the previous twelve months or for the period employed if less than twelve months)

<b>Cover:</b>	Benefits specified below will be paid if an Insured Person suffers Injury or Sickness (as applicable) during the Policy Period. The terms "injury" and "sickness" are defined in the policy.
<b>Benefits and Compensation:</b>	<p><b>Capital Benefit (resulting from injury only)</b></p> <ul style="list-style-type: none"> <li>Permanent total loss of sight or limb at \$37,500 to death at \$75,000</li> </ul> <p><b>Weekly Injury or Sickness Benefit</b></p> <ul style="list-style-type: none"> <li>Temporary Total Disablement - 90% of income</li> <li>Temporary Partial Disablement - difference between the income received and the benefits</li> </ul> <p><b>Injury Assistance Benefit</b></p> <ul style="list-style-type: none"> <li>Cost of Domestic Help or Domestic Assistance - up to \$200 per week for a maximum of 104 weeks</li> </ul> <p><b>Additional Benefits</b> include rehabilitation assistance and return to work assistance</p>
<b>Weekly Benefit Period:</b>	<ul style="list-style-type: none"> <li>Insured persons aged less than 60 years - 104 weeks</li> <li>Insured person aged 60 to 65 years - 52 weeks</li> <li>Person aged over 65 years - No Cover</li> </ul>
<b>Elimination Period:</b>	<ul style="list-style-type: none"> <li>7 days (i.e the benefit is payable from the 8th day after receiving medical treatment)</li> <li>28 days - in respect of injury sustained whilst playing any code of football</li> </ul>
<b>Territorial Limits:</b>	World Wide
<b>Policy Exclusions:</b>	<p>This policy shall not apply to any Event directly caused by or resulting from:</p> <ol style="list-style-type: none"> <li>War, hostilities, warlike operations, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of government, military power, explosion of war weapons, utilization of chemical, biological and nuclear weapons, terrorist activity</li> <li>Person injured being a pilot or crew member of any aircraft or engaging in any aerial activity except as a passenger in any properly licensed aircraft.</li> <li>Deliberately self-inflicted injury</li> <li>Sickness arising out of pregnancy, childbirth or miscarriage for the first calendar year from the date of commencement of the medical treatment by a legally qualified medical person</li> <li>Sexually transmitted disease, AIDS or HIV</li> <li>Resulting from any pre-existing sickness or injury</li> <li>Insured person being under the influence of intoxicating liquor or having a blood alcohol content over the prescribed legal limit or being under the influence drugs, when driving or operating any motor vehicle</li> <li>Neurosis, psychoneurosis, psychosis, mental, emotional, depression, stress, or anxiety, disease or disorder</li> <li>Insured person being a motor cycle rider unlicensed, learner or probationary. A rider whilst the motor cycle is being ridden on other than bitumen or concrete. A rider of any motor cycle on a race track</li> <li>Resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</li> </ol>

In addition to the above Exclusions, other Provisions and Conditions in the policy affected the cover provided.

**Aggregate Limit of Liability**

- (a) \$5,000,000 (except as provided under (b))
- (b) \$5,000,000 (relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established-routes)

**1.5.4.2** The summary of income protection insurance outlined in this Agreement must be read in conjunction with the full terms and conditions of the Group Personal Injury & Sickness Insurance provided by the insurer. A member insurance manual will be distributed to every current employee and consequence employees who join the Company. This will entail a full copy of the policy wording together with the claims procedure.

**1.6 Ratio of casual employment**

**1.6.1** Further to clause 27.7 of the Agreement, it is agreed that the current ratio of casual employees to the total number of directly hired employees

in South Australia and the Northern Territory is 1:2.5.

**1.6.2** In accordance with clause 27.7 of the Agreement, this 1:2.5 ratio will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.

**1.7 TWU delegates' training leave**

TWU delegate representatives in South Australia and the Northern Territory are entitled to take a maximum amount of 42 days delegates' leave per annum in accordance with clause 23 of this Agreement.

# Appendix F - Western Australia

## 1.1 Application of this Appendix

1.1.1 This appendix sets out terms and conditions which apply only to those employees covered by this Agreement who are employed in the State of Western Australia.

1.1.2 In the event of any inconsistency between this appendix and the terms of the main body of the Agreement set out above, the terms of this appendix shall prevail to the extent of the inconsistency.

## 1.2 Wage rates and casual loading

1.2.1 Casual employees shall receive a casual loading of 22.5 per cent in recognition that employees in Western Australia receive an additional district allowance.

1.2.2 Employees shall receive the following rates of pay for the duration of this Agreement:

FULL-TIME EMPLOYEES (Hourly Rates)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$26.45632	\$27.15741	\$27.97213	\$28.81129
3	\$26.98996	\$27.70519	\$28.53635	\$29.39244
4	\$27.78460	\$28.52089	\$29.37652	\$30.25782
6	\$28.84416	\$29.60853	\$30.49679	\$31.41169

CASUAL EMPLOYEES (Hourly Rate Inclusive of Casual Loading)				
Grade	Current	First pay period on or after 1 September 2021	First pay period on or after 1 September 2022	First pay period on or after 1 September 2023
2	\$32.40898	\$33.26783	\$34.26586	\$35.29383
3	\$33.06269	\$33.93886	\$34.95703	\$36.00574
4	\$34.03612	\$34.93809	\$35.98624	\$37.06583

1.2.3 The provisions set out in Appendix B dealing with the supported wages system shall apply.

## 1.3 Allowances

1.3.1 Employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
Team Leader	\$111.40 per week
Travelling Allowance Clause 38	\$32.48 per day
First Aid Allowance Clause 40	\$13.59 per week
Meal Allowance Clause 49 – Permanent employee	\$16.85
Meal Allowance Clause 49 – Casual employee	\$16.85
WA District Allowance – Permanent Employees	\$50 per week
WA District Allowance – Casual Employees	\$1.32 per hour (up to and including 38 hours per week)

- 1.3.2** With the exception of the Team Leader allowance, any increases in the minimum Award rates for the allowances set out above will be passed on as and when they happen.
- 1.3.3** Those who perform a Team Leader function will receive a Team Leader allowance as set out in this appendix. This allowance will also be paid pro-rata to any employee acting as a Team Leader in times of absenteeism.
- 1.3.4** Team Leaders will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and provide feedback to employees regarding the achievement of key objectives. They are responsible for maintaining standards and leading their teams to achieve Company objectives. Team Leaders are not expected to appraise or counsel employees.
- 1.4 Start Times**
- Road Team employees agree that normal hours will be varied on Wednesdays and applicable Thursdays to commence at 8.30 am depending on volume. This is not to affect Air Courier employees whose normal spread of hours remains unchanged.
- 1.5 Rostered days off**
- 1.5.1** All parties agree that RDO's will not be taken on Monday's, Tuesday's or Friday's unless

there are exceptional circumstances. In these instances as much notice as possible is to be provided and applications will be assessed by the Operations Manager and submitted to the Branch Manager for approval.

- 1.5.2** The parties agree that a maximum of 5 RDO's can be accrued and paid out by the end of the year.
- 1.5.3** The parties to this Agreement acknowledge and agree that RDO's shall not apply to any new employees engaged after the commencement of the predecessor Agreement. However, this shall not affect RDO arrangements applying to existing employees engaged prior to the commencement of the predecessor Agreement.
- 1.6 Shift work**
- 1.6.1** In addition to the provisions of clause 47 – Shift Work of this Agreement:
- 1.6.1.1** **early morning shift** means a shift which commences at 3.00am or later, but finishes at or before 4.00pm;
- 1.6.1.2** For ordinary hours shiftworkers must be paid as follows:

Shift	% of the ordinary time rate
Early morning shift	117.5

- 1.7 Meal money**
- After 2 or more hours worked following the end of a shift meal money of \$21.90 is to be paid. This amount replaces the amounts prescribed in clauses 49.2 and 49.3 of this Agreement.
- 1.8 Security of employment**
- 1.8.1** The Company acknowledges the interests of the employees and the Union in ensuring that the employment of the employees is secure and that employees' terms and conditions of employment are maintained and, over time, improved.
- 1.8.2** To this end the Company:
- agrees to take all reasonable steps to ensure the security of employment of the employees, and
  - is committed to the retention and, over time, improvement of employees' terms and conditions of employment.

**1.9 Income protection**

**1.9.1** All employees covered by this Agreement shall be covered by an approved sickness and accident income protection plan (the plan) as agreed by the parties for the life of this Agreement. The Company shall make contributions to the agreed plan on behalf of its employees.

**1.9.2** Income protection for casuals will apply after a 3 month qualifying period of employment. Income protection will only apply to casuals paid and engaged directly by the Company.

**1.9.3** The premium of 1.75% (that is, 1.75% of the employee's gross remuneration) is capped for the life of this Agreement. In recognition of the premium increasing from 1.4% to 1.75% at or around the commencement of this Agreement, the first pay increase under this Agreement for employees in Western Australia will be 2.65%, with the remaining 0.35% being allocated towards the premium increase. This is reflected in the rates of pay contained in this Appendix.

**1.10 Outside hire labour**

**1.10.1** Further to clause 27.7 of the Agreement, it is agreed that the Company will use reasonable endeavours to maintain the ratio of Outside

Hire casual labour to the total number of directly hired employees in Western Australia at 1:2.5 for drivers, and 1:1 for freight handling employees. Notwithstanding the above, consideration will be given to practical operational requirements.

**1.10.2** In accordance with clause 27.7 of the Agreement, the above ratios will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.

**1.11 TWU delegates' training leave**

TWU delegate representatives in Western Australia are entitled to take a maximum amount of 48 days delegates' leave per annum in accordance with clause 23 of this Agreement.

**1.12 Western Australia district allowance**

An employee covered by this Agreement in Western Australia shall be entitled to payment of a district allowance per week (inclusive of superannuation in accordance with the relevant federal legislation) in accordance with the amounts specified in clause 1.3 (Allowance Table).

# Appendix G - Australian Air Express Redundancy Provisions

## 1.1 Definition

- (a) Redundancy occurs when the company has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- (b) For the purposes of this clause employee means a person who has been employed on a full-time or part- time basis for a period of one year or more.

## 1.2 Transfer to Lower Paid Duties

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice of transfer must be given as the employee would have been entitled to if the employment had been terminated, and the company may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

## 1.3 Period of Notice

- (a) The Company will provide the maximum notice possible to employees where the Company is to initiate a redundancy program. In lieu of the period of notice prescribed in clause 33 an employee with at least one year's completed service with the company whose employment is terminated by reason of redundancy shall be given 4 weeks' notice or payment in lieu thereof.

## 1.4 Severance Pay

In addition to the period of notice prescribed in Clause 33 the following payments shall apply:

- (a) A minimum of 4 weeks' pay and a maximum not exceeding what would have applied if employment had continued to the normal retirement date or 95 weeks whichever is the lesser amount.
- (b) 3 weeks' pay per year of service up to and including five years' service.

- (c) 4 weeks' pay per year of service in excess of five years and pro rata payment to completed months.
- (d) All outstanding long service leave entitlements will be paid including pro rata to employees with more than 12 month's continuous service.
- (e) Annual leave entitlements including leave loading.
- (f) Superannuation payments will be made in accordance with the relevant trust deed.
- (g) Volunteers will be considered for redundancy subject to the fundamental requirement that the Company must retain employee skills to meet operational requirements.
- (h) Transfer of surplus employees to other StarTrack Express Pty Limited or StarTrack Retail Pty Ltd sites where a vacancy exists/may occur.
- (i) The Company will provide the following services to assist employees taking redundancy:
  - (i) independent financial counselling;
  - (ii) certificate of service;
  - (iii) one day paid absence during each week of notice to seek alternative employment; and
  - (iv) assistance in resume writing.

## 1.5 For the purpose of this clause:

- (a) "pay" shall be paid at ordinary rates and shall include regular weekly/fortnightly payments but shall exclude shift, overtime and extraneous payments.
- (b) For the purposes of Clause 15 "Employee" means a person who has been employed on a full-time or part-time basis for a period of one year or more and does not include persons employed on a temporary, fixed term or casual basis.

## Appendix H – Outside Hire Compliance Declaration

<b>Section 1. Outside Hire Company details</b>			
<b>Contact Details</b>			
Name		Other	
Business Phone		Mobile	
Fax		<b>ABN</b>	
<b>Details of where work is performed</b>			
Site		Contact	
Site		Contact	
Site		Contact	
Site		Contact	

[illegible]

<b>Section 3.      Remuneration - How workers will be paid.</b>	
<b>a) Engaged on an hourly basis:</b>	
Type of vehicle:	
Weekly rate of remuneration                      \$	
<input type="checkbox"/> hourly driving	\$      per hour ordinary time
	\$      per hour first two hours of overtime
	\$      per hour subsequent hours of overtime
<b>b) Engaged on cents per kilometre plus loading and unloading:</b>	
Type of vehicle:	
<input type="checkbox"/> hourly loading	\$      per hour
<input type="checkbox"/> km	\$      cents per km
<input type="checkbox"/> other	(provide full details)
(Please copy and use multiple pages if engaging drivers under various grades driving different capacity vehicles)	

<b>Section 4.      Safe Systems - Provide Copies of the Following</b>	
<input type="checkbox"/> Workers Compensation Certificate of Currency or Equivalent (This is a certificate from a licensed insurer stating that the company holds a current workers compensation policy)	<input type="checkbox"/> Safe scheduling & trip management procedures/plans (where required)
<input type="checkbox"/> Documents demonstrating compliance with the <i>Superannuation Guarantees Charge Act 1992 Cth (SGC Act)</i>	<input type="checkbox"/> Public Liability Policy

<b>Section 5.      Declaration</b>			
I the undersigned declare that:			
<ol style="list-style-type: none"> <li>1. I have the authority to complete this document on behalf of the company;</li> <li>2. I have the knowledge and information necessary to complete this document accurately;</li> <li>3. The information in this document is true and correct; and</li> <li>4. I understand and acknowledge that the information included in this document is of the utmost importance to StarTrack and that any failure to complete the information fully and/or accurately may be grounds for termination of the company's contract with StarTrack.</li> </ol>			
Signed:		Position title:	
Print name:		Date:	

## Appendix I – Compliance Summary Format

[illegible]





## IN THE FAIR WORK COMMISSION

### FWC Matter No:

AG2021/9315 - Application for approval of the StarTrack - Transport Workers' Union Enterprise Agreement 2021

### Applicant

Star Track Express Pty Limited (ACN 001 227 890) and StarTrack Retail Pty Ltd (ACN 146 789 979)

Section 185 – Application for approval of a single enterprise agreement

### Undertakings pursuant to section 190 of the *Fair Work Act 2009* (Cth)

I, **Adam Moulton, Head of Workplace Relations** of Star Track Express Pty Limited (ACN 001 227 890) and StarTrack Retail Pty Ltd (ACN 146 789 979) (together, **StarTrack**), give the following undertakings with respect to the *StarTrack - Transport Workers' Union Enterprise Agreement 2021* (**Agreement**) in accordance with section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**):

1. I have authority given to me by StarTrack to provide these undertakings in relation to the application before the Fair Work Commission.
2. StarTrack does not employ any employees who are covered by the *Road Transport (Long Distance Operations) Award 2020* (**RTLDO Award**). To the extent any employees are employed by StarTrack under the Agreement in linehaul operations:
  - a. the minimum engagement for casual employees in linehaul operations will be eight hours (clause 27.5(c));
  - b. the minimum engagement for part-time employees in linehaul operations will be eight hours (clause 27.4(f));
  - c. the minimum weekly rate of pay will be at least 1% greater than the minimum weekly rate of pay under the RTLDO Award;
  - d. clause 35 of the Agreement will not apply and StarTrack will pay rates to employees in linehaul operations who would otherwise have been covered by clause 35 which align with their classification under the Agreement.
  - e. in respect of clause 31.1 StarTrack shall ensure that any driver who performs linehaul work is remunerated for his or her labour at a rate that is at least 1% above the RTLDO Award.

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

A handwritten signature in dark ink, appearing to read 'A. Loepp', is positioned above a horizontal line.

Signature

22 February 2022

Date