



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Startrack Express Pty Limited T/A Startrack Express
(AG2022/907)

STARTRACK – TRANSPORT WORKERS’ UNION ENTERPRISE AGREEMENT NSW/ACT 2021

Road transport industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 7 APRIL 2022

Application for approval of the StarTrack – Transport Workers’ Union Enterprise Agreement NSW/ACT 2021.

[1] An application has been made for approval of an enterprise agreement known as the *StarTrack – Transport Workers’ Union Enterprise Agreement NSW/ACT 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Startrack Express Pty Limited T/A Startrack Express. The Agreement is a single enterprise agreement.

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

[3] I note that several clauses of the Agreement may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 6.4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[4] The Transport Workers’ Union of Australia and the Australian Workers’ Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 April 2022. The nominal expiry date of the Agreement is 11 November 2024.



DEPUTY PRESIDENT

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StarTrack – Transport Workers’ Union Enterprise Agreement NSW/ACT 2021

Part 1 – Application and Operation

1 Title

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

2 Arrangement

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3 Definitions

3.1 In this Agreement, unless the contrary intention appears:

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

“**Agreement**” means this Agreement, being the *StarTrack – Transport Workers’ Union Enterprise Agreement NSW/ACT 2021*.

“**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 59.4 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 2020*.

“**AWU**” means the Australian Workers Union.

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

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

“**Consultative Committee**” refers to a committee of employee and management representatives at the Company branches located in Minchinbury, Greenacre, Botany, Wollongong, Newcastle, Tuggerah, Canberra and Melrose Park, who meet on a monthly or regular basis to discuss operational issues affecting the employees at the respective Branch.

“**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.

“**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.

“**Double time**” means the employee’s ordinary rate of pay plus 100 per cent.

“**Driver**” means any person engaged to drive or control any type of vehicle specified in this Agreement irrespective of any other duties. This definition will not exclude other duties (including delivery of goods) ordinarily performed by a driver.

“**Extra Hand**” means a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding goods, merchandise and the like being transported or to be transported.

“**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.

“**FWC**” means the Fair Work Commission.

“**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 *Fair Work Act 2009* (Cth).

“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.

“Other Agreed Starting Place” means a place other than the Company’s workplace at which it is agreed, between the Company and affected employees, that employees will attend at a time or times fixed in ordinary working hours ready to commence work. Following agreement being reached between the Company and the employees referenced in this definition, the Company will notify the branch or sub-branch secretary of the Union of the location of the other agreed starting place.

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

“Ordinary Rate” means the employee’s ordinary time rate of pay which the employee is entitled to receive for work performed in ordinary working hours.

“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*.

“Semi-trailer” means that portion of an articulated vehicle on which goods or merchandise or the like are loaded and which is attached to and is hauled by a tractor and will include vehicles known as low loaders, floats and jinkers.

“Serious misconduct” means conduct as defined in Regulation 1.07 of the *Fair Work Regulations 2009* (Cth).

“Sham Contracting” has the same meaning as defined in the Act.

“Time and one-half” means the employee’s ordinary rate of pay plus 50 per cent.

“Team Leader/Leading Hand” 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.

“Trailer” means a vehicle, not having its own motive power, attached by means of a draw-bar to a motor wagon and hauled behind such motor wagon.

“Transport Facility Worker (1)” means an employee who performs one or more of the following duties:

- loading or unloading any goods, wares, merchandise or materials on or from any vehicle and work incidental to such loading and unloading including supervision of the work and/or of other employees;
- loading and unloading rail trucks in a siding on the Company’s own premises;
- engaged in sorting goods and in performing clerical work in connection with the carriage and/or delivery of such goods.

“Transport Facility Worker (2)” means an employee who performs one or more of the following duties as well as the duties of a Transport Facility Worker (1):

- loading and unloading goods onto or from road vehicles;
- stacking goods on the goods yard platform;
- stowing and unstowing goods into and from rail trucks or containers of all descriptions;
- loading and unloading goods from shelving, checking and sorting loads;
- checking and sorting of goods in the depot;
- operating mechanical handling appliances (including but not limited to pallet jacks); and
- clerical duties, including the compilation of manifests and load summaries, associated with the work in this definition.

“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.

“TWU” means and refers to the Transport Workers’ Union of Australia.

“Union” means and refers to the TWU.

“WHS Law” means a State, Territory or Federal law regulating workplace health and safety.

“Will” has the same ordinary meaning as the word shall and is used interchangeably.

“3PL” means Third Party Logistics.

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 FWC. The nominal expiry date of this Agreement is 11 November 2024.

5 Coverage of the Agreement

5.1 This Agreement covers:

- (a) The Company;
- (b) All employees of the Company who are employed in New South Wales and the Australian Capital Territory and who fall within the scope of the classifications set out in this Agreement;
- (c) The TWU; and
- (d) The AWU.

6 Relationship to Legislation and Other Instruments

6.1 This Agreement replaces and wholly supersedes the following agreements:

- (a) *StarTrack Enterprise Agreement NSW/ACT 2018*; and
- (b) *Off Airport NSW Agreement (AaE/TWU) 2011*.

6.2 This Agreement replaces the *On Airport Business Development Agreement (AaE/ TWU) 2010*, but for those clauses extracted in Appendix G. Where the context in which a provision of Appendix G operates cannot be determined through a review of the interaction of the Agreement and Appendix G, the *On Airport Business Development Agreement (AaE/TWU) 2010* may be utilised for background and to provide such context.

6.3 Where a term of the *On Airport Business Development Agreement (AaE/TWU) 2010* is more beneficial than the Agreement, and is not otherwise set out in Appendix G, such term and/or condition will be maintained where it is brought to the attention of the Company by an employee previously covered by the *On Airport Business Development Agreement (AaE/TWU)*

2010 and/or the TWU and a subsequent assessment is made by the Company that determines the term and/or condition is more beneficial. Notwithstanding this, the parties acknowledge that the Agreement is intended to operate as a standalone document and wholly replace (except where otherwise provided) all other agreements and prior negotiations.

- 6.4** 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.
- 6.5** Subject to Appendix F, this Agreement is to be read in conjunction with the Award, as varied from time to time, which is incorporated into the Agreement. In the event of any inconsistency between the terms of this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

7 Preamble

- 7.1** 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.
- 7.2** 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.
- 7.3** 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 31.

8 Objectives

- 8.1** The objects of this Agreement are to:
- (a) Enhance the safety and fairness of the Company's operations;
 - (b) Enhance the productivity and efficiency of the Company's operations;
 - (c) Promote job security, effective workplace representation and training for employees;
 - (d) Maintain the safety net and enhance fair

working conditions for employees;

- (e) 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.
- 8.2** 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.
- 8.3** 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.
- 8.4** The Company agrees that systems of remuneration must not place pressure on transport workers or encourage them to take risks.
- 8.5** 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 services 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.
- 8.6** The parties to this Agreement are committed to increasing the level of female workforce participation within the Company's business.

9 Local Agreements

- 9.1** The parties to this Agreement agree that any Yard Agreement or other unregistered arrangement in force at the time that this Agreement is executed will continue to apply unless the parties to this Agreement at the workplace/s affected specifically agree to other arrangements to apply in lieu thereof.

9.2 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 or any other statutory requirements.

9.3 The Company and the employees at any site may agree to enter into a new Local Agreement, or vary the terms of any Local Agreement, which applies at that site providing that the process to vary the Agreement set out in clause 9.2 is followed, and the requirements of clause 9.6 are met.

9.4 The Company must not:

- (a) Request that employees enter into a Local Agreement; or
- (b) 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 16. 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.

9.5 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 majority vote of the employees on the proposed Local Agreement. To be effective, any Local Agreement made under clause 9.3 must be in writing and signed by the Branch Secretary of the Union and the General Manager of Express / Premium Operations. To avoid doubt, the General Manager of Express / Premium Operations must be included in the process for any Local Agreement to be effective.

9.6 If:

- (a) The Union or the employees at the site object to the proposed Local Agreement; or
- (b) 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 15.

9.7 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.

9.8 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.

10 Flexibility Arrangements

10.1 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 agreement 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;
 - hours of work, including rostered days off and crib breaks;
 - the taking of annual leave.
- (b) The arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in clause 10.1(a);
- (c) The arrangement is genuinely agreed to by the Company and the employee; and
- (d) If an employee so requests, the Union is consulted.

10.2 The Company must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Is about permitted matters; and
- (c) Does not include unlawful terms; and
- (d) Is genuinely agreed to by the Company and employee; and
- (e) Includes the name of the Company and employee; and
- (f) Is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (g) Results in the employee being better off overall than he or she would otherwise have been; and
- (h) 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

(i) States the day on which the arrangement commences.

10.3 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.4 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.

11 Conduct of the Parties

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

11.2 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.

11.3 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.

11.4 The Company is committed to maintaining the existing relationship based on collective bargaining.

12 No Extra Claims

12.1 Up to the nominal expiry date of this Agreement,

the Union and the employees will not pursue (including through Local Agreements under clause 9 above) any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not.

12.2 Up to the nominal expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected industrial action under the Act.

12.3 Up to the nominal expiry date of this Agreement, the Union and the employees will not engage in industrial action (whether protected or not) under the Act.

13 Negotiation of Next Agreement

13.1 This Agreement includes a commitment by the parties to commence negotiations on a replacement enterprise agreement no less than three (3) months prior to the expiry of this Agreement.

13.2 For the purposes of the negotiations referred to in clause 13.1, the parties agree that the number of Union delegates who may attend negotiations will be capped at a number which enables constructive and workable discussions to take place. The number of Union delegates who will be permitted to attend negotiations from each site will be reflective of the number of employees being represented by Union delegates at each of the Company's geographical locations.

13.3 Notwithstanding clause 35 (Travelling Allowance), the Company will be responsible for the payment of reasonable accommodation for employees who are required to travel to attend negotiations and are ordinarily located at regional depots (including for the avoidance of doubt, Canberra, Wollongong, Newcastle and Tuggerah). Any employee who, in accordance with this clause, is provided accommodation will also be allowed \$60.00 per night for the purposes of travel and meal expenses properly incurred. The Company may request proof of expenditure.

13.4 It is also agreed between the parties that prior to negotiations commencing, the Union and its delegates will be required to meet in an effort to develop the Union's log of claims.

13.5 Subject to the Company's operational requirements during the peak trading period of the business between October and December, the

Company will approve the release of relevant employees to take part in the following meetings:

- (a) in June 2024, or such other date as agreed between the parties, all Union delegates will be released from duty to attend a single days planning session, during which the negotiating committee will be elected; and
- (b) in July 2024, or such other date as agreed between the parties, the Union delegates who have been elected to form the negotiating committee will be released from duty to attend two (2) single day planning sessions. The first planning day will take place in early July, and the second in mid-July, or such other date as agreed between the parties.

13.6 The Union will provide to the Company a final log of claims at least three (3) months prior to the nominal expiry date of this Agreement so that negotiations can commence for a new agreement in the timeframes set out in this clause.

13.7 For the avoidance of doubt, all time Union delegates spend away from duty for the purposes contemplated in this clause will not be treated as delegates' leave. Delegates are required however to follow the appropriate procedures in respect of seeking leave prior to attending the above discussions.

13.8 At the commencement of this Agreement all employees will attend an awareness session on the content of the new Agreement during normal working hours. This session will be conducted by representatives of management, a Union delegate, and a Union organiser.

Part 2 – Productivity, Consultation, Training and Dispute Resolution

14 Productivity Improvements

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the Company, the Union and employees.

It is a term of this Agreement that the Company will allow Union delegates involved in negotiations for this Agreement, and representatives of management, to attend a training course run by the Company and the Union in relation to the implementation of this Agreement.

14.1 Self-Managed Work Teams

All employees are to adopt the principle and contribute to the introduction and building of self-managed work teams (“Work Teams”). The implementation of Work Teams will create far greater harmony within the operations group as well as providing a more rewarding and satisfying work environment.

The following is a list of issues that may be addressed by Work Teams:

- (a) Achieving specified targets of 1% or less for service failures;
- (b) Sharing of work within Work Teams on the most equitable and efficient basis;
- (c) How to achieve operational and budget goals;
- (d) Maintaining housekeeping standards;
- (e) Conforming to health and safety standards; and
- (f) Minimising wastage.

14.2 All employees who are involved in handling freight will:

- (a) Handle customers’ products 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

through, although not limited to, eliminating misdirects and damage, achieving improved linehaul utilisation and maintaining linehaul departure deadlines as follows:

- (i) In Sydney the last Brisbane 9:30pm and Gold Coast 10:00pm units must depart by 9:30pm, the last Melbourne units by 10:00pm and the last Tamworth, Coffs Harbour, Lismore and Wagga units by 10:30pm;
 - (ii) In Canberra the aim is to complete the PM load out by 5:00pm to enable the departures of both the Sydney and Melbourne linehaul to be no later than 5:15pm.
 - (c) Work in accordance with the parties’ mutual objective to improve linehaul utilisation;
 - (d) Perform their duties using any new technology that they are properly trained to use and that is within their level of skill and competence;
 - (e) Endeavour to ensure that freight is both stickered and cubed to 100% accuracy; and
 - (f) Work to improve current productivity by focusing on the best possible result.
- 14.3** Employees will start work at the time agreed upon for their classification (for example casuals, depot staff and drivers will commence immediately at the point of duty).
- 14.4** Employees who are drivers will have as their prime objective the achievement of the earliest possible departure and arrival times from and back to the Company’s terminal. To assist in achieving this objective:
- (a) The following work practices will be adopted by employees:
 - (i) Assist on adjoining runs when applicable;
 - (ii) Assist on conveyor lines whenever required;
 - (iii) Ensure that pick-ups are performed as quickly and efficiently as possible;
 - (iv) Assist colleagues in the PM unload rather than sit in the queue.
 - (b) In Minchinbury the parties mutual objective is to achieve fleet inbound times of 70% by 6:00pm, 95% by 6:30pm and 100% by 7:00pm. Further, the parties target for unloading time for run trucks is 40 minutes on average and 30 minutes for bulk trucks on average.

- (c) In Canberra the parties objective is to achieve 100% on road time by 9:00am and 95% return to depot time by 4:30pm, with 100% by 4:45pm.
- (d) This means that unload times may take more or less time depending on circumstances.

14.5 Employees will ensure that freight is scanned to 100% accuracy.

14.6 Support for Technological Innovation

- (a) The parties recognise that the use of new technologies by the Company can assist the Company to:
 - (i) enhance employee safety and welfare;
 - (ii) enhance the safety and welfare of members of the public;
 - (iii) comply with its legislative obligations, including work health and safety and road transport legislation;
 - (iv) enhance the efficiency and profitability of its business; and
 - (v) establish a point of differentiation with its competitors.
- (b) If the Company wishes to introduce new technologies it agrees to consult with the employees and the Union in accordance with clause 16.
- (c) Consistent with clause 11, the employees and the Union must not unreasonably object to, hinder or obstruct the introduction of new technologies by the Company.

14.7 Support for Emerging Market Opportunities

- 14.7.1 The Company must not seek to introduce or implement any new fleet structure without first having consulted with the Union and the employees at the site in accordance with clause 16. 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 new fleet structure.
- 14.7.2 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 new fleet structure.
- 14.7.3 Consistent with clause 11, employees and the Union must not unreasonably object to, hinder or obstruct the establishment of a new fleet structure as stated above by the Company.
- 14.7.4 In the event of any dispute arising about the establishment of a new fleet structure by the Company, the parties will follow the settlement

of disputes procedure in clause 15.

- 14.7.5 If the dispute is ultimately referred to the FWC under clause 15, then the FWC must approach the matter in accordance with the general principles set out in the *XPT Case* ([1984] 295 CAR 188) and decline to interfere in matters which are within the managerial prerogative of the Company. Those principles require the FWC to examine all of the facts and not interfere with the right of the Company to manage its own business unless the Company is seeking from its employees something which is unjust or unreasonable. Those principles make it clear that the responsibility for managing the business, and thus taking the necessary decisions are those of management. The proposed decision of the Company about the establishment of a new fleet structure is only to be interfered with for the purpose of overcoming any unjust or unreasonable demand on employees. The rationality or the reasonableness of the proposed decision per se is not open to consideration, only its effects.

- 14.7.6 Without limiting the relief that might be granted by the FWC, the FWC may determine that the Company's proposed decision to establish a new fleet structure be subject to a trial period of up to 3 months, following which the parties and the FWC may assess the effects of the new fleet structure on employees.

15 Settlement of Disputes

- 15.1** Dispute means any dispute or grievance between employee(s) covered by the classifications in this Agreement and the Company about this Agreement, the Award, the NES, or the employment relationship, with the exception of termination of employment.

- 15.2** The dispute or grievance, as defined above, will 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 Union delegate for the worksite or the representative of the employee's choice has the right to attend and participate in this discussion as a representative of an employee.

- (c) If the matter remains in dispute, it must next be discussed with the relevant manager of the Company. The Union State 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 Union State Secretary is the representative of the employee's choice. The State or Facility / Fleet Manager may seek the involvement of the relevant General Manager.
- (d) If the matter remains in dispute after the involvement of the relevant Union State Secretary and the relevant State or Facility/Fleet Manager, the matter must be discussed with the relevant General Manager (or his/her nominee).
- (e) If the matter remains in dispute, either party may refer the dispute to the FWC for conciliation. For this purpose, it is agreed that the 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 will proceed to arbitrate the dispute. In relation to such an arbitration, the parties agree that:
 - (i) 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.
 - (ii) 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:
 - (i) There will 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:
 - (ii) The appeal will be conducted in accordance with Subdivision E,

Division 5, Part 5-1 of the Act.

- (iii) The Full Bench (or a nominated member of the Full Bench) will have the power to stay the decision pending the hearing and determination of the appeal.
- (iv) The decision of the Full Bench in the appeal will be binding upon the parties.

15.3 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.

15.4 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.

15.5 No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

15.6 The parties to the dispute agree to be bound by any decision made by the FWC 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.

15.7 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.

16 Consultation Regarding Major Workplace Change

16.1 Employer to notify

- (a) Where the Company has made a 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.

- (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; the alteration of 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) Where the Company has made a decision to introduce a change to the regular roster or ordinary hours of work of employees, the Company must notify the employees who may be affected and their representatives, if any, of the proposed change.

“Regular roster” means the cycle of days on which an employee is rostered to work their ordinary hours.

16.2 Employer to discuss change

- (a) The Company must discuss with the employees affected and their representatives, the introduction of the changes referred to in clause 16.1, 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) Subject to clause 16.2(c), the discussions referred to in clause 16.2(a) must commence as early as practicable after a decision has been made by the Company to make the changes referred to in clause 16.1.
- (c) Where the Company makes a decision to introduce major change as defined in clause 16.1 through the contracting out of work currently performed by its employees, discussions with employees must take place as soon as practicable and in any event not less than twelve weeks before the proposed contracting out of work is intended to

commence.

- (d) For the purposes of the discussions referred to in clause 16.2(a), the Company must provide in writing to the employees concerned and their representatives, 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 not required to disclose confidential information the disclosure of which would be contrary to the Company’s interests.

16.3 Consultation Generally and Consultative Committees

- (a) The parties agree that the relevant Consultative Committees currently established will remain so constituted throughout the life of this Agreement and will at all times be composed of representatives of both the Company and employees. The establishment of additional Consultative Committees at locations where such a committee has not been established will be the subject of further discussions between the parties during the life of this Agreement.
- (b) The Consultative Committee will be the consultative body to which each of the parties will refer any matters relating to the organisation or performance of work in the Company. In this regard the Consultative Committee will minute all matters coming before it and will regularly post such minutes for all the employees to view at the relevant Company yard.
- (c) Each Consultative Committee will consist of at least one Union delegate and one senior management representative, and an agreed agenda will be circulated prior to each meeting. The employee representatives of each Consultative Committee will be elected at the commencement of this Agreement in respect of each relevant Branch. Where possible, the employee representatives nominated for election should constitute a fair representative sample of the respective work functions at each relevant Branch.
- (d) Each Consultative Committee will discuss, for the purposes of enhancing compliance with this Agreement, at least the following items on a regular basis, with such discussions to be minuted and posted for all relevant employees to view:

- (i) The use of supplementary labour, including Outside Hire and labour hire agencies;
 - (ii) The reasons for the use of supplementary labour;
 - (iii) The ratio of casual employment to the number of directly hired;
 - (iv) Employees at the relevant Branch;
 - (v) The hours worked by full-time employees (including overtime) and Outside Hire; and
 - (vi) Fair and reasonable implementation of annual leave requests.
- (e) For the avoidance of doubt, each Consultative Committee does not have the ability to make decisions about the running of the Company or the application of this Agreement, including the matters referred to in the preceding clause.
 - (f) Each Consultative Committee may request access to information relating to the matters identified in clause 16.3(d), and the Company will not unreasonably withhold such information.
 - (g) The Company will note the action items from each Consultative Committee meeting and provide a response on each action item at the next meeting.

16.4 State Consultative Meeting

- (a) The Company agrees to convene a minimum of three State Consultative Committee meetings each year on dates as agreed between the parties, to discuss at a State/Territory level those matters contained in clause 16.3 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 8.3, 8.5, 8.6 and 26.6(d) of this Agreement.
- (b) The Union will be represented by the same

number of delegates as negotiated this Agreement, on the same branch representational basis, and will also involve officials from the Union.

- (c) The Company agrees to have present senior management representatives as appropriate. Travel arrangements will apply in accordance with Company policy as in force from time to time.

17 Training

- 17.1 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 Company's operations which are subject to the application of this Agreement. All new employees are required to complete a Company induction program which will include an introduction from the relevant employee representative.
- 17.2 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 or other working hours as approved by the Company, the employee concerned will not suffer any loss of pay. The Company will not unreasonably withhold such paid training leave.
- 17.3 Any reasonable 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 will 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.
- 17.4 Reasonable travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the Company.
- 17.5 Members of WHS committees will receive WHS accredited training in accordance with the relevant WHS Law.
- 17.6 "Blue Card WHS Induction Skills Passport"

training is an independently provided training course aimed at improving safety awareness. The parties agree that all employees covered by this Agreement will undertake a “Blue Card WHS Induction Skills Passport” Training Program, conducted by a licensed “Blue Card WHS Induction Skills Passport” training provider. This training is to be provided during the initial Company induction training referred to above, or as otherwise scheduled during the life of this Agreement.

18 Safe Systems of Work/Drug and Alcohol and Safe Driving Plans

- 18.1 The work health and safety of employees is the highest priority for all parties to this Agreement.
- 18.2 The Company agrees that all work should be performed lawfully and in accordance with safe systems of work which includes:
- (a) A requirement to assess and eliminate or control risk in respect of fatigue, speed, mass management, load restraint and maintenance;
 - (b) Meeting the cost of medical and other health related examinations in accordance with clause 38 below;
 - (c) Safe scheduling and trip management;
 - (d) Comprehensive and effective fatigue management practices and controls;
 - (e) Safe driving plans and procedures for their use;
 - (f) Drug and alcohol testing in accordance with accepted practice (as agreed and consulted with the Union) and legislation, as amended from time to time, with the aim of eliminating drug use amongst transport workers. The parties acknowledge that the current accepted practice is saliva testing; and
 - (g) Record keeping requirements for accountability and compliance purposes.
- 18.3 Employees agree that, in partnership with the Company, they will at all times comply with their obligations to safety in the workplace, including but not limited to the applicable safe systems of work in clause 18.2.

19 Access to the Agreement and the National Employment Standards

- 19.1 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.
- 19.2 The Company will supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the workplace upon which accredited representatives of the Union will be permitted to post formal Union notices signed by such representative or representatives.

20 Right of Entry

- 20.1 This clause sets out the agreement between the Company and the Union with respect to their rights and obligations of right of entry, other than under a WHS Law. For the avoidance of doubt, all right of entry requests and entries must be conducted in a manner which is consistent with Part 3-4 of the Act.
- 20.2 The Company will allow an authorised industrial officer to enter the Company’s premises as set out in this clause.
- 20.3 For the purposes of this clause, “**authorised industrial officer**” means an officer or an employee of the Union who holds an entry permit recognised for the purposes of Part 3-4 of the Act, as amended from time to time, at the time of seeking to exercise a right of entry under the Act.
- 20.4 For the purposes of this clause, “**relevant employee**” means an employee of the Company who is covered by this Agreement.
- 20.5 Right of entry under a WHS Law will be exercised in accordance with the right of entry provisions in the relevant State, Territory or Federal work health and safety legislation and the Act, as amended from time to time.

- 20.6** 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.
- 20.7** 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 a suspected breach of this Agreement or the Act providing that such suspected contravention relates to, or affects, a member of the permit holder's organisation whose industrial interests the organisation is entitled to represent and who performs work on the premises. Particulars of the suspected contravention must be provided in accordance with the Act.
- 20.8** 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 Union) and may make copies of such records or other documents related to any such suspected breach.
- 20.9** An authorised industrial officer must not intentionally hinder or obstruct the Company or employees during their working time.
- 20.10** The Company must not intentionally hinder or obstruct an authorised industrial officer in the exercise of the powers referred to in this clause.
- 20.11** Should any issue arise concerning the operation of this clause, it will be dealt with by way of clause 15 – Settlement of Disputes.

21 Demarcation

- 21.1** In line with our corporate desire to operate as a team towards mutually accepted goals, managers and employees will be allowed to engage in freight handling and fleet functions in certain circumstances and conditions (such as, but not limited to, following the Labour Day long weekend) provided that the TWU yard delegate (or nominee) is consulted on each occasion.
- 21.2** For the purposes of clause 21.1, such consultation will require:
- (a) The relevant manager to provide the TWU yard delegate (or nominee) with reasons for the activation of the clause;
 - (b) The relevant TWU yard delegate (or nominee) to provide reasons for any objection to the activation of the clause.
- 21.3** Managers and employees will be able to handle freight without consultation in the following circumstances:
- (a) To prevent injury;
 - (b) To prevent damage to freight;
 - (c) To allow a label to be read for the purpose of checking consignment details providing the item is not removed from its current location.

Part 3 – Types of Employment and Termination of Employment

22 Work Organisation

- 22.1** 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.
- 22.2** 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.
- 22.3** 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.
- 22.4** The Company will provide all gear necessary for the unloading of vehicles and the securing of loads.

23 Unauthorised Persons Riding on Vehicles

- 23.1** An employee will not permit any unauthorised person to accompany the employee on the vehicle, nor permit any such persons to assist the employee in the delivery of goods, wares, merchandise or material unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

24 Types of Employment

- 24.1** An employee may be engaged on a full time, part time or casual basis.
- 24.2** 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.

24.3 Full time employment

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

24.4 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 24.4(b)(i).
- (d) The terms of the agreement referred to in clause 24.4(b) may be varied by consent.
- (e) The terms of the agreement referred to in clause 24.4(b) 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 31 – 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 24.4(b)(i) will be paid at the appropriate overtime rate.

24.5 Casual employment

- (a) An employer must, wherever practicable, notify a casual employee if their services are not required the next working day.
- (b) 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 31 – Wage Increases and Rates of Pay, plus the casual loading of 15% and in lieu of annual leave a loading of 1/12th of the minimum hourly rate for their classification. The ordinary hourly rates of pay for casual employees are set out in the relevant Appendix. A minimum payment of four hours is to be paid.

- (c) 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 31, plus a loading of 10%. The overtime hourly rates of pay for casual employees are set out in the relevant Appendix.

24.6 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 24.6(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 24.6(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 24.6(a), upon receiving notice under clause 24.6(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 24.6(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 24.6(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 24.4(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 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 24.6(e) the Company refuses an election to convert, the reasons for doing so must be fully stated 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 24.6, is one 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).

24.7 Ratio of casual employment and part time 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:
 - (i) The Company will not engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional casual employee. Casual employees, except irregular casuals, who have elected not to convert to full time employment under clause 24.6 and casual employees who are engaged to replace full time employees absent from work on personal/carers' leave will be included in the count of weekly employees for the purposes of this calculation.
 - (ii) The ratio of full time employees to non-full time employees (including casual and permanent part time employees), will remain 4:1 based on relevant resourcing and rostering levels. Casual employees, except irregular casuals, who have elected not to convert to full time employment under clause 24.6 and casual employees who are engaged to replace full time employees absent from work on personal/carers' leave will be included in the count of full time employees for the purposes of this calculation. In addition, permanent part time employees who have worked for more than twelve (12) months will be included in the count of full time employees for the purposes of this calculation.

24.8 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 full time permanent employees; and
 - (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.

24.9 Consultation in relation to changes to work volume

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 16.3.

25 Labour Hire

25.1 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 at the relevant Branch from the Commencement Date, subject to the terms of any relevant Appendix.

25.2 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 24.6 except that the relevant qualifying period shall be 12 months instead of 6 months.

26 Fleet Outside Hire

26.1 The Company will use all reasonable endeavours to ensure that Outside Hire companies utilised to perform fleet duties after the approval of this Agreement by the FWC 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.

- 26.2** 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.
- 26.3** 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.
- 26.4** 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 Union to ensure the business needs of the Company are met.
- 26.5** “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 26.5, 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 26.1.
 - (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 or 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 processes 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 I 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 I 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 26.1, non-labour components agreed under clause 26.2 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.

26.6 Other obligations

- (a) The parties agree that the primary purpose for which the Company is conducting the compliance process referred to in clause 26.5 is so as to ensure that Outside Hire companies abide by their obligations under this Agreement including in particular clauses 26.1 and 26.5.
- (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 26.5 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 Outside Hire 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 Annexure J at the Consultative Committee referred to in clause 16 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 26.6(b) above; and
 - (vii) a sample of documentation obtained by the Company from the Outside Hire company (subject to the limitations in clause 26.6(f) below).
- (e) The information set out above in (d) will be provided to the State Consultative 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 26.6(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.

- 26.7** Nothing in this clause 26 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.

27 Linehaul Operations

- 27.1** In respect of linehaul operators, the Company will use all reasonable endeavours to ensure that any driver who performs this work does so lawfully and is remunerated for his or her labour at a rate that is not less favourable than the remuneration provided for in the RT LDO Award.
- 27.2** The Company agrees to be pro-active in monitoring compliance with clause 27.1. To this end, the Company agrees that the relevant Consultative Committee may request access to Company records where reviewing compliance with clause 27.1 and the Company will not unreasonably refuse any such request.

28 Termination of Employment

- 28.1 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	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.

28.2 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.

28.3 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 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Company.

29 Redundancy

- 29.1** 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.

29.2 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.

29.3 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 the employee is not entitled to payment instead of notice.

29.4 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 28.3.

30 Employee Entitlements

30.1 On completion of the annual audit each year, the Company will provide an auditor's report to certify that the Company's financial situation is adequate to meet its obligation regarding Employee Entitlements. The Auditors report will verify:

- (a) Net tangible assets as a multiple of accrued entitlements including notional redundancy

provisions;

- (b) Whether profit before tax exceeds accrued entitlements including notional redundancy provisions; and
- (c) The financial position of the Company to meet its obligations.

30.2 The Company will furnish the NSW TWU and AWU State Secretaries and Sydney Sub-Branch Secretaries (where relevant) with a copy of this report annually, directly after the audit is completed.

30.3 The completed auditor's report will be posted onto a lockable noticeboard annually, directly after the audit is completed.

Part 4 – Wages, Allowances and Related Matters

31 Wage Increases and Rates of Pay

- 31.1** Employees shall be paid the rates of pay in Appendix C, D 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 31.1(a);
 - (c) A further compounding increase of 3% from the first full pay period on or after 24 months after the increase provided for in 31.1(a).
- 31.2** The increases in this clause 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 will 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 to minimum wages or allowances associated with technology, new work, work conditions or work value are compensated for by the rates of pay under this Agreement.
- 31.3** The table of rates of pay for the duration of the Agreement are set out in the relevant Appendix.

32 Juniors

- 32.1** 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.

- 32.2** 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 will 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.

33 Higher Duties

- 33.1** An employee required by the Company to work for less than two hours a day on work carrying a higher rate of pay will be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work the employee will be paid for a whole day's work.
- 33.2** This clause will not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

34 Allowances

- 34.1** Allowance rates are set out in the relevant Appendix of this Agreement. Allowance rates under this Agreement are to be increased in line with any increases in relevant allowances under the Award.
- 34.2** The Company will ensure that sufficient numbers of employees are trained in hazspill response. Employees who are required to perform hazspill duties will be specifically appointed by the Company. Those employees who are appointed to perform hazspill duties will be paid an allowance equivalent to the First Aid allowance prescribed in the relevant Appendix.
- 34.3** A driver engaged in the transport of packaged dangerous goods which require placarding by public road will receive an allowance per day as set out in the relevant Appendix. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

35 Travelling Allowance

- 35.1** An employee engaged in ordinary travelling on duty, or on work on which the employee is unable to return home at night will be paid personal expenses reasonably incurred in travelling, but will be paid the sum as set out in the relevant Appendix per day at least. Any increases in the minimum rates for Travelling Allowances under the Award, which exceed the rates in this Agreement, 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 will not be entitled to the said allowance.
- 35.2** An employee prevented from returning with the employee's turn-out to the depot, yard or garage from which the employee started will 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.

36 Articles of Clothing

- 36.1** 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 reasonable cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is provided for by the Company.
- 36.2** 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 reasonable cost of purchasing protective clothing. The provisions of this clause do not apply where the protective clothing is provided for by the Company.
- 36.3** 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.
- 36.4** 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.
- 36.5** The protective clothing detailed under this clause

will remain the property of the Company, and an employee will 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.

- 36.6** The clothing provided in accordance with this clause will be renewed when reasonably necessary. It will only be worn when the employee is engaged on work for the Company, will remain the property of the Company and will be returned to the Company on demand in a condition commensurate with normal wear and tear. An employee may be required by the Company to sign a receipt for such clothing upon it being issued.
- 36.7** Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these will be provided, free of cost, by the Company.
- 36.8** An employee who comes into contact with direct or reflected sunlight during working hours will be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the Company. Those employees who require Safety Sunglasses will be provided by the Company, free of cost, Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- 36.9** An employee who comes into contact with direct or reflected sunlight during working hours will be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the Company.

37 First Aid Allowance

- 37.1** 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, will 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.

38 Medical Checks

- 38.1** Where the Company has a reasonable concern about an employee's capacity to safely perform the inherent requirements of their employment, the Company will invite the employee to obtain medical advice from their treating medical

practitioner regarding such capacity. Where the employee elects to obtain such advice from their treating medical practitioner:

- (a) such advice must be provided to the Company within a reasonable period of time after it is requested;
- (b) the employee is responsible for any costs associated with obtaining such advice; and
- (c) the employee must provide the Company with appropriate consent to enable the Company to discuss the advice with the treating medical practitioner if reasonably necessary.

38.2 Where the advice provided by the employee's treating medical practitioner adequately addresses the Company's concerns, the Company will accept the advice.

38.3 However, where the advice provided by the employee's treating practitioner fails to adequately address the Company's concerns or where the employee refuses to provide the Company with such consent, the Company may direct the employee to undertake an assessment by a Company nominated medical practitioner. The Company will pay for any such assessment unless the employee is able to recover those costs (either in whole or in part) from a health fund.

38.4 This clause will not apply to any claim made under the Safety, Rehabilitation and Compensation Act 1988.

39 Payment of Wages

39.1 All earnings, including overtime, will be paid on a day to be fixed by the Company, but not later than Thursday of each week. Once fixed, the day will not be altered more than once in three months.

39.2 All payments of wages to employees will be made by electronic funds transfer.

39.3 All earnings, including overtime, will be paid within four business days of the expiration of the week in which they accrue.

39.4 Notwithstanding anything contained in this clause, the Company will pay to an employee who leaves or is dismissed all moneys due to the employee without delay.

39.5 No employee should have the pay day changed unless given at least seven (7) days' notice.

40 Superannuation

40.1 The Company will make compulsory

superannuation contributions on behalf of the employees covered by this Agreement. These contributions will be at the rate of 12% in accordance with the conditions prescribed by the Award.

40.2 Any legislated superannuation contribution increase above the rate prescribed in clause 40.1 will be passed on to employees in accordance with the applicable legislation.

40.3 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 will be the default fund.

41 Aviation and Maritime Security Identification Cards (ASIC/MSIC)

41.1 Where an employer 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 will be reimbursed to the employee upon production of proof of expenditure.

41.2 The Company can direct an employee to obtain the ASIC/MSIC from a specific provider and the employee must comply with such a direction in a timely manner.

41.3 The Company will only be responsible for the reimbursement of the direct and immediate costs associated with the ASIC/MSIC. The Company will not be responsible for the reimbursement of any additional costs.

41.4 During the life of this Agreement, the Company will 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. However, the Company will not be responsible for the reimbursement of the cost of any second or subsequent replacement card which is lost, misplaced, or damaged as a result of an employee's negligence.

41.5 If an employee terminates their employment during a probationary period not exceeding three (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 41.1.

- 41.6** 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 28.2 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 41.1.
- 41.7** 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.
- 41.8** If the Company meets the costs of the ASIC/MSIC directly then the provisions of clauses 41.5 and 41.6 will apply as if the Company had reimbursed the costs referred to.
- 41.9** Should any issue arise concerning the operation of this clause, it will be dealt with by way of clause 15 – Settlement of Disputes.

Part 5 - Hours of Work and Related Matters

42 Ordinary Hours of Work

42.1 The ordinary hours of work will 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.

42.2 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 affected employees and, if the employee(s) require, the employee's representative. Agreement may also be reached between the Company and an individual employee and, if the employee requires, the Union.

42.3 Subject to Appendix H, the ordinary hours of work will not exceed eight hours per day and will be worked continuously (except for meal breaks) between the hours of 4:30am and 6:30pm. 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.

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

- (a) Providing for a rostered day off in a 4 week cycle, as follows:
 - (i) Employees work to a roster drawn up in each branch or workplace providing for 19 days each of eight hours over a continuous four week period.
 - (ii) Each employee takes a rostered day off in accordance with the roster.
 - (iii) Rostered days off may be accumulated to a maximum of ten (10) days over a

40 week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.

- (iv) In those arrangements where rostered days off are not accumulated the Company may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event, a replacement rostered day off will be taken on the following basis:
 - Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday will be taken as a replacement rostered day off.
 - Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off will be taken on the first practicable day available for the taking of such replacement rostered day off. Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the Company and such employee. In the absence of such agreement, 48 hours notice of such alteration must be given to the employee.
- (v) Calculation of Payment: Payment will be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
- (vi) Where the Company is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, the Company may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee will not become so due for the number of days taken pursuant to the provisions of this

paragraph, provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee will be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.

- (vii) This clause is subject to the Company informing the Union where it has members employed at the particular site of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.
- (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 affected employees, provided that written agreement must not be unreasonably withheld by the employees and must not be unreasonably requested by the Company.

42.5 Rostered Days Off (RDO)

- 42.5.1 In addition to the provisions contained in clause 42.4(a) of this Agreement, accumulated Rostered Days Off may be paid out at the request of an employee and by agreement with the Company.
- 42.5.2 Penalty rates will not apply for normal hours worked on each 20th consecutive day of work if it is requested that accumulated RDOs be paid out rather than be taken as paid leave. Penalty rates will apply to hours worked outside the normal spread of hours.
- 42.5.3 An employee may elect, with the consent of the Company and subject to this clause, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or Company.
- 42.5.4 RDO rosters will be compiled for three months in advance for Driver teams and twelve months in advance for freight handling teams. To assist planning, employees must advise the Company at the beginning of the year their election to either take or accumulate RDOs. The maximum number of days that may be accrued for payout by the end of the calendar year is ten. The maximum number of days that may be accrued and taken as leave will be five. RDOs will be paid out at any time upon application with seven days' notice.
- 42.5.5 The Company reserves the right to revise the roster plan under exceptional circumstances after consultation with the affected employees (for example in periods of high levels of sick leave due to flu epidemic).
- 42.5.6 An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- 42.5.7 An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
- 42.5.8 In the event that an RDO has been approved and rostered but the Company requests the employee to attend work, 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, normal overtime rates will apply.
- 42.5.9 The provisions of clause 42.4(a) and this clause 42.5 will only apply with respect to those yards or depots where RDOs have been agreed between the parties.

42.6 Other Than a Rostered Day Off in a 4 Week Cycle

- 42.6.1 In addition to the provisions contained in clause 42.4(b) of this Agreement, where the Company is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in clause 42.4(a) and clause 42.5, the Company may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours will not be in excess of the normal hours of work permitted by this clause.
- 42.6.2 The Company may require employees to work ordinary hours over five days, Monday to Friday inclusive, which do not exceed 38 hours, and are worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
- 42.6.3 The Company may require employees to work ordinary hours over a two week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the Company may roster employees off half a day (4 hours) on one of the days in one of those normal working weeks.
- 42.7 More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace, provided that agreement will be reached with the majority of employees so affected.
- 42.8 Methods of implementation of an average 38 hour working week other than those referred to in this clause may be instituted by arrangement with the Union.
- 42.9 In response to changing requirements of the Company's customer, the Company may alter the method(s) by which a 38 hour week is worked in the workplace, provided that the altered method(s) so chosen will comply with the requirements of this clause.
- 42.10 Employees employed before 30 November 2015 will be paid according to the spread of hours prevailing at the time they joined the Company. This undertaking will be reviewed during the March quarter of each year and may be altered after consultation with the Union and employees in circumstances of urgent need to reduce operating costs. Such alteration will ensure that employees are not disadvantaged when compared

to the provisions of this clause of the Agreement.

43 Shift Work

43.1 Definitions

For the purposes of this clause:

- (a) **"afternoon shift"** means a shift finishing after 6:30pm but not later than 12:30am;
- (b) **"day shift"** means a shift which commences at 4:30am or later, but finishes at or before 6:30pm;
- (c) **"night shift"** means a shift which finishes after 12:30am and at or before 8:30am;
- (d) **"shiftwork"** means work extending for at least four weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "afternoon shift" or "night shift"; and
- (e) **"rostered (shiftwork)"** means a shift of which the employee concerned has had at least 48 hours' notice.

43.2 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 the 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.

43.3 Shift allowances

For ordinary hours shiftworkers must be paid as follows:

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

43.4 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 43.3 above.

43.5 Shiftwork – overtime

For all time worked outside of 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.

43.6 Transfer to existing shift rosters

Forty eight (48) 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.

43.7 Transfer of day worker to or from shiftwork

Unless otherwise agreed between an employer 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.

43.8 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:
 - (i) Saturday - at the rate of time and a half;
 - (ii) Sunday - at the rate of double time; and
 - (iii) 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 43.3.

43.9 Meal breaks

All shiftworkers while working on afternoon shift 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.

43.10 Rate for non-continuous afternoon shift or night shift

Shiftworkers who work on any afternoon shift 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.

43.11 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.

43.12 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.

43.13 Shift Work – Prior Arrangements

Arrangements as to shift work entered into between the TWU and the Company prior to 30 November 2015 which provide for more advantageous conditions for existing employees (that is, employees engaged by the Company prior to the date of approval of this Agreement by the FWC) will not be altered without the Agreement of the Union.

44 Start Times

44.1 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.

44.2 In addition to clause 44.1, the start time provisions set out in the relevant Appendix will apply.

44.3 For the avoidance of doubt, different starting times within the span of ordinary hours may apply to different groups of employees in a particular yard or depot.

44.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time will be paid only for the actual hours worked.

45 Breaks

45.1 Regular meal break

- (a) An employee will 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 will:
 - (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 will 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.

45.2 Overtime rest break

- (a) An employee required to work overtime for two hours or more after working ordinary hours will 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) An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

45.3 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 allowances under the Award which are above the allowances in this Agreement will be passed on as and when they happen.

45.4 Saturdays, Sundays and Public Holidays

- 45.4.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to clause 42.2), Sunday or Public Holiday will be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked, the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- 45.4.2 An employee required to work for a period of eight (8) hours between the hours of 7:00am and 5:30pm on a Saturday (where it is not an ordinary day pursuant to clause 42.2), Sunday or Public Holiday may be allowed the usual weekday lunch break and, in that case, the provisions of clause 45.4.1 will not apply.
- 45.5 Notwithstanding anything contained in this clause an employee will not be required or permitted to work longer than five and a half hours without a break for a meal.

46 Overtime

- 46.1 Subject to the NES and clause 46.1(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.

46.2 For all work done outside ordinary hours the rate of pay will 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.

46.3 In computing overtime each day's work will stand alone.

46.4 Rest period after overtime

- (a) When overtime work is necessary it will, 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 had at least 10 consecutive hours off duty between those times will, 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 will be paid at double time rates until released from duty for that period, and the employee will 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.

46.5 Call-back

- (a) An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) will 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 will not be required to work the

full minimum hours if the job recalled to perform is completed within a shorter period.

- (b) This clause will 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 will not be regarded as overtime for the purposes of clause 46.4 where the actual time worked is less than four hours on such recall or on each of such recalls.

46.6 Standing by

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

46.7 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 will 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.

46.8 Time off instead of payment for overtime

- (a) Despite clause 46.2 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 (4) 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 an employer must within one (1) week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

47 Penalty Rates

47.1 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 four (4) hours, time and three quarters for the next four (4) hours, and double time thereafter for all time worked.
- (b) For the avoidance of doubt, the penalty rates in this clause will apply to any employee who commences working ordinary hours on a Saturday after 30 November 2015 (for example where Agreement is reached that an employee will work ordinary hours across Tuesday – Saturday). Where an employee was working a set roster prior to 30 November 2015 which included a Saturday as ordinary hours the penalty which applied prior to 30 November 2015 will be maintained.
- (c) For any ordinary time hours worked between midnight on Saturday and midnight Sunday an employee must be paid at the rate of double time.
- (d) An employee required to work on a Saturday or Sunday will be paid for a minimum of four hours' work.
- (e) All time worked on Sunday will stand alone.

47.2 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 the day(s) on which they are absent.
- (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 for the actual time worked in addition to 7.6 hours' ordinary pay to which the employee is entitled for those days in accordance with clause 55.1;
 - (ii) Any other Public Holiday - time and a half for the actual time worked in addition to 7.6 hours' ordinary pay to which the employee is entitled for those days in accordance with clause 55.1; 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, including the payment required in accordance with clause 55.1.
 - (e) Despite clause 47.2(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, the Christmas Day holiday and on any other holiday — double time.
 - (ii) The minimum payment will be four hours. The payment prescribed in this subclause will be in addition to the casual loading in clause 24.5.

48 Absences from Duty

- 48.1** Where an employee is absent from duty (other than on annual leave, long service leave, paid absence on Public Holidays, paid personal/carers' leave, paid compassionate leave or jury service) the employee will for each day absent, lose average pay for each such day calculated by dividing the weekly wage rate by 5. An employee who is absent for part of a day will lose average pay for each hour or part thereof the employee is absent, calculated by dividing the weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for in clause 42.4(a) of this Agreement. The employee will take time off as rostered but will be paid, in respect of the week during which the rostered time off is taken, the weekly pay less an amount calculated according to the following formula:

Number of day(s) absent during cycle x 0.4 hours x (Weekly Wage Rate divided by 38)
--

Part 6 - Leave and Public Holidays

49 Annual Leave

49.1 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.

49.2 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.

49.3 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 (8) 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.

49.4 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.

49.5 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 (4) 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.

49.6 Taking of annual leave

The period between 1 October and 25 December and the two week period prior to the Easter long weekend each year are the Company's peak volume periods. In order to fulfil customer requirements and meet the needs of the business, it is acknowledged that annual leave will not be taken during these periods unless there are cogent reasons to do so. Any request to take annual leave during these periods must be given with as much notice as possible and must be supported by compelling reasons, taking into account the operational factors outlined above and that the Company needs all employees to work during these periods.

49.7 Annual leave loading

The provisions set out in the relevant Appendix apply with respect to annual leave loading.

49.8 Rostered days off and annual leave

Upon an employee taking annual leave, the work cycle in respect of which the employee becomes entitled to a weekly accrual for time off pursuant to clause 42.4(a) and clause 42.5 will be suspended and the employee will not be entitled to further accrual for rostered time off until the employee's return from leave. Upon resumption of work, the entitlement period for accrual will resume and the employee will be entitled to be rostered to take time off and will so take time off upon completing the balance of the work cycle.

50 Personal/Carer's Leave and Compassionate Leave

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

50.2 In addition to the provisions of this clause and the NES dealing with compassionate leave, if the funeral is to be held in another State the employee (other than a casual employee) will be granted two additional paid days, for a total of four days' paid compassionate leave. Alternatively if the funeral is to be held in another country the employee (other than a casual employee) will be granted three additional paid days for a total of five days' paid compassionate leave.

50.3 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 in any event within twenty four hours; and
- (b) Must advise the Company of the period, or expected period, of the leave.

50.4 Evidence requirements

- (a) When taking personal/carers' leave, an employee will 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 will 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.

50.5 Leave allowed before due date

By agreement between the Company and an employee a period of personal/carers' 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.

50.6 Rostered days off and personal/ carer's leave

Where an employee is sick or injured on the week day the employee is to take off in accordance with the provisions of clause 42.4(a) and clause 42.5, the employee will remain entitled to paid personal/carers' leave for that particular day provided that the employee produces to the Company a medical certificate that the employee is unfit for duty on account of personal illness or injury. This requirement to provide a medical certificate applies notwithstanding the provisions of clause 50.4(b) of this Agreement.

50.7 Special circumstances

In addition to the provisions of this clause for personal/carers' leave, in circumstances of special need an employee may apply for further assistance in accordance with any applicable

Company policy.

51 Community Service Leave

- 51.1** Community service leave is provided for in the NES.
- 51.2** In addition to the provisions of the NES, an employee required to attend for jury service during ordinary hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 51.3** In accordance with the provisions of the NES, an employee must notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee must give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

52 State Emergency Services and Volunteer Bush Fire Brigade Leave

- 52.1** In addition to the provisions of the NES, the Company will fully support any employee who is engaged in the above services. The employee will be paid his/her average daily earnings from previous full weeks earnings. Each employee must provide proof of any such activity prior to payment.

53 Defence Force Reserve Leave

- 53.1** An employee who takes Defence Force Reserve leave will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for Defence Force Reserve activity and the amount of average daily earnings, to be determined from the employee's previous full weeks' earnings, that the employee would have received had the employee not been on Defence Force Reserve leave.

54 Parental Leave

- 54.1** Parental leave is provided for in the NES.

55 Public Holidays

- 55.1** Public holidays are provided for in the NES. These provisions are in addition to those provided for in the NES.
- 55.2** Substitution of certain Public Holidays by agreement at the enterprise
- (a) The Company and its employees at a particular yard or depot may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees at the relevant yard or depot will constitute agreement.
 - (b) An agreement pursuant to clause 55.2 must be recorded in writing and be available to every affected employee.

55.3 Public Holidays and rostered days off

Where an employee is rostered to take time off pursuant to clause 42.4(a) and clause 42.5 and such rostered time off falls on any of the Public Holidays referred to in the NES, the employee will be entitled to replacement time off, to be taken on the following basis:

- (a) Where the time off taken fell on either a Friday or Monday, the next practicable Friday or Monday will be taken for the purposes of replacement time off;
- (b) Where the time off not taken fell on a Tuesday, Wednesday or a Thursday, the replacement time off will be taken on the first practicable day available for the taking of such replacement time off.

56 Long Service Leave

- 56.1** Long service leave is provided for in the relevant Long Service Leave legislation applying in New South Wales and the Australian Capital Territory.
- 56.2** Where an employee takes long service leave the entitlement to accrue towards time off pursuant to clause 42.4(a) and clause 42.5 will cease. The employee will not be entitled to time off during the period of long service leave. In lieu thereof, the employee will be paid the value of the accrued entitlement standing on the last day of work prior to taking long service leave.

57 Union Recognition and Freedom of Association

- 57.1** The Company recognises that the Union represents transport workers employed by the Company and acknowledges that the Union has the right to manage its own affairs.
- 57.2** The Company will recognise Union 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 intentional interference.
- 57.3** Union delegates will have the right to perform their functions in paid time, including holding discussions and consultation with Union members, representing members in disputes and participating in collective bargaining. During the life of this Agreement, the parties agree to develop guidelines for the rights and responsibilities of Union delegates under this clause.

58 Union Inductions

- 58.1** Consistent with its recognition of the rights of transport workers to freely associate with the Union, the Company will allow for Union inductions of new employees to be conducted as part of the Company's normal induction process. These Union inductions will be for no more than 30 minutes in duration and subject to local arrangements.
- 58.2** This clause 58 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.

59 Union Delegates Leave

- 59.1** Union delegate representatives from New South Wales and the Australian Capital Territory are entitled to take a total pool of 240 days leave per annum to attend to union business including training, attending industrial proceedings (including FWC proceedings), negotiating Local Agreements and other agreements, meeting and information sessions conducted by the Union and to be involved in Union campaigning.
- 59.2** In the event that the Company establishes any new facilities in New South Wales and the Australian Capital Territory during the life of this Agreement, then the total pool of Union delegates leave in accordance with this clause

will be increased by 15 days per annum for each new facility.

- 59.3** The amount of delegates' leave under this clause will not accumulate from year to year.
- 59.4** The Union delegate representatives from each of New South Wales and the Australian Capital Territory will be paid their Average Earnings during any such periods of delegates' leave.
- 59.5** A Union delegate representative or the Union will, in advance, consult and reach agreement with the Company as to the timing and duration of any delegates' leave to be taken. Without limiting the foregoing, a delegate representative or the Union will give the Company at least five working days' notice of the delegate's intention to attend such Union business and the leave to be taken, or such shorter period as the Company may agree to accept, in which case the Company will not unreasonably refuse.
- 59.6** The taking of such leave will 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 will not be unreasonably withheld by the Company.

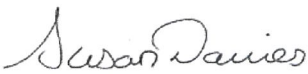
60 Mental Health Detection Training

- 60.1** The Company will organize 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.

61 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

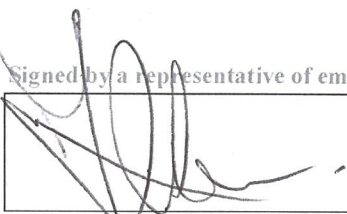


Susan Davies

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

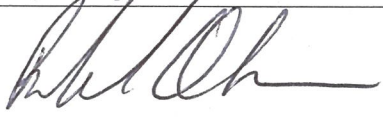


Tom Latu.

StarTrack Employee

Of 51 Sargents Road, Minchinbury, New South Wales 2770

Signed by Transport Workers' Union of Australia, NSW Branch



Richard Olsen

State Secretary

31 Cowper Street, Parramatta, New South Wales 2150

Appendix A – Classifications and Gradings

Transport Worker Grade One

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Extra hand;
- Yard person;
- Rider of a motorcycle;
- Rider or driver of a horse;
- Driver of a tow motor;
- Bicycle courier.

Employees appointed to this grade can also be required to perform occasional driving of vehicles for which a Class C Driving Licence is necessary provided that it is incidental to the preceding functions.

Transport Worker Grade Two

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of two-axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes;
- Driver of forklifts with a capacity of up to 4.5 tonnes;
- Transport Facility Worker (1) (see Appendix E).

Transport Worker Grade Three

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes;
- Driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes;
- Transport Facility Worker (2);
- Driver of a straddle truck (see Appendix E).

Transport Worker Grade Four

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of three-axle rigid vehicles;
- Driver of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

Transport Worker Grade Five

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of four-axle rigid vehicles;
- Driver of articulated vehicles with a total of three axles;
- Driver of rigid vehicle-trailer combinations with a total of three axles;
- Driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

Transport Worker Grade Six

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of articulated vehicles with a total of four axles;
- Driver of rigid vehicle-trailer combinations with a total of four axles;
- Driver of forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

Transport Worker Grade Seven

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of articulated vehicles with a total of five axles or six axles;
- Driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles;
- Driver of forklifts with a capacity of over 60 tonnes;

Transport Worker Grade

Eight

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- Driver of double articulated vehicles (i.e. “B-combination vehicles”);
- Driver of rigid vehicle-triple trailer combinations (i.e. “road trains”);
- Driver of gantry crane.

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.

SWS wage assessment agreement means the document in the form required by the Department of Social Services 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 will 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 will be not less than \$90 per week.

1.4.3 Where a person's assessed capacity is 10%, they will 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.

capacity will be undertaken and the percentage of the relevant wage rate for a continuing employment relationship shall be determined.

1.6 Lodgment 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, will be lodged by the Company with the FWC.

1.6.2 All SWS wage assessment agreements will 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 FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

1.10.3 The minimum amount payable to the employee during the trial period will 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 will be entered into based on the outcome of assessment under clause 1.5 of this Appendix.

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 will 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 will 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 will 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

Appendix C – New South Wales

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 New South Wales, other than those employees who are classified and paid in accordance with Appendix F.

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 will prevail to the extent of the inconsistency.

1.2 Wage rates

1.2.1 Employees will receive the following rates of pay for the duration of this Agreement:

NSW Permanent (38 Hour Week) (\$)						
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)		1st full pay period on or after 1 September 2022		1st full pay period on or after 1 September 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	1122.86	29.54902	1156.55	30.43549	1191.24	31.34855
2	1166.00	30.68422	1200.98	31.60475	1237.01	32.55289
3	1193.29	31.40226	1229.08	32.34433	1265.96	33.31466
4	1209.37	31.82552	1245.65	32.78029	1283.02	33.76370
5	1272.88	33.49688	1311.07	34.50179	1350.40	35.53684
6	1278.23	33.63756	1316.57	34.64669	1356.07	35.68609
7	1334.12	35.10843	1374.14	36.16168	1415.37	37.24653
8	1429.34	37.61411	1472.22	38.74253	1516.38	39.90481

NSW Casuals (Hourly Rate) (\$)			
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)	1st full pay period on or after 1 September 2022	1st full pay period on or after 1 September 2023
2	37.84387	38.97919	40.14856
3	38.72945	39.89134	41.08808
7	43.30040	44.59941	45.93739

NSW Casuals Overtime (Hourly Rate) (\$)			
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)	1st full pay period on or after 1 September 2022	1st full pay period on or after 1 September 2023
2	33.75264	34.76523	35.80818
3	34.54249	35.57876	36.64613
7	38.61927	39.77785	40.97118

1.2.2 The provisions set out in Appendix B dealing with the supported wages system will apply.

1.3 Allowances

1.3.1 Employees will receive the following allowances under this Agreement:

Brief Description	Amounts
Meal Allowance (clause 45.3)	16.85 per meal (from the commencement of this Agreement)
First Aid (clause 37)	2.98 per day
Packaged Dangerous Goods (clause 34.3)	10.00 per day
Team Leader / Leading Hand (clause 1.3.3 of Appendix C)	2021 151.14 per week
	2022 155.67 per week
	2023 160.34 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 which are above the rates set out in this Agreement 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 \$30.23 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 Depot / Regional Manager upon recommendation by the Fleet / Facilities 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 Team Leader in Managers' role

1.4.1 A Branch Manager at their discretion may appoint a Team Leader to perform the role of a manager for a defined period. On these occasions the Team Leader will receive additional payment other than the usual Team Leader allowance provided for in this Agreement.

1.4.2 The additional payment to be paid will be \$150 per week or pro rata for part thereof.

1.4.3 The parties are committed to the ongoing training, skill development and career progression of the Team Leader employees who wish to act in lower level management roles.

1.5 AM shift work arrangements at Minchinbury

1.5.1 The provisions of this clause apply in respect of the employees engaged on the day shift (or "AM shift") at the Company's main branch located in Minchinbury.

1.5.2 Employees agree to perform other tasks besides their primary role as directed. These tasks may include hand loading freight, cleaning the depot, general maintenance including painting and gardening and any other task that is reasonable to help in the general running of the depot.

- For example, a forklift driver may be asked to assist hand load a trailer, or a freight handler may be asked to do gardening duties.

1.5.3 All employees will only take 30 minutes for lunch.

1.5.4 Employees agree in emergency or problem

situations such as break down of sortation system or late linehaul of local Sydney freight (bulk and small parcels) to extend the maximum time between start and crib break from 5 hours to 5.5 hours.

- For example, if a linehaul due in at 9am has been delayed to 10am a Supervisor will notify all employees who are affected and a shift representative will notify food suppliers of the estimated time of the break. Current conditions in relation to snacks and drinks would continue. A 20 minute break would be taken at the end of the unload and on these days a 45 minute lunch will be permitted if required.

1.5.5 Each AM freight handler who commences work on overtime prior to 6:30am will be entitled to receive an additional 15 minutes pay at ordinary time rates.

1.5.6 It is agreed that the payment specified in clause 1.5.5 above is in lieu of any entitlement to crib break or meal allowance under this Agreement relating to the performance of any pre-shift overtime by an employee.

1.6 Crib breaks, meal allowances and meal breaks for drivers in Sydney

1.6.1 The provisions of this clause apply in respect of the drivers engaged at the Company's branches located in the Sydney metropolitan area.

1.6.2 With respect to work performed from 11 September 2009:

- (a) Where an employee is required to consistently commence work prior to 6:30am their start time may be changed to reflect their normal start time.
- (b) Where on review the Company does not believe there is a requirement for the employee to start work prior to 6:30am their start time will be adjusted to the time that they are required to be at work.
- (c) Where an employee has commenced work on overtime prior to 6:30am they will be paid an additional 15 minutes pay at ordinary time rates.
- (d) It is agreed that the payment specified in 1.6.2(c) above is in lieu of any entitlement to crib break or meal allowance under this Agreement relating to the performance of any pre-shift overtime by an employee.
- (e) Employees who work a total of more than 2 hours overtime on any day will be paid 30 minutes crib/tea untaxed in line with the current practice.
- (f) It is agreed that the payment specified in 1.6.2(e) above is in lieu of any entitlement to crib break (overtime rest break) or meal allowance under

clauses 45.2 and 45.3 of the Agreement.

1.7 Night shift penalties for freight handlers working Friday night/Saturday morning shift at the Newcastle Branch

- 1.7.1 The provisions of this clause apply in respect of freight handling employees engaged on night shift at the Company's branch located in Newcastle.
- 1.7.2 Where a Freight Handler at the Newcastle Branch works a Friday night shift that substantially encroaches into Saturday, the following payment arrangements will apply:
- (a) At the commencement of the normal Friday night shift for Freight Handlers, these employees will be paid their normal rate of pay for each hour they work and in addition will receive a 50% loading for each of those hours in recognition of the time that shift encroaches into Saturday.
 - (b) Further, it is agreed that this provision is subject to no claims being made for retrospective change to the Yard Agreement in respect of this issue.

1.8 StarTrack Picnic Day

- 1.8.1 The benefits of this clause will apply to all employees engaged by the Company in New South Wales. This includes casual employees provided that they have been employed by the Company for a sequence of periods of employment exceeding six months and who have worked either during the week before or the week after the picnic day.
- 1.8.2 Payment pursuant to this clause will be calculated by reference to the applicable rates specified in this Agreement. Eligible casual employees as defined in clause 1.8.1 of this Appendix will be paid an amount equivalent to four (4) hours' work at normal rates of pay.
- 1.8.3 Easter Saturday will be recognised as the "StarTrack Picnic Day".
- 1.8.4 Subject to clause 1.8.2, an eligible employee of the Company under this clause will be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 1.8.5 Subject to clause 1.8.2, an eligible employee of the Company who is required to work on Easter Saturday will, in addition to the additional day's pay required by clause 1.8.4 of this Appendix, be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.

1.9 Income protection

- 1.9.1 The Company will facilitate, where an employee so elects, by way of a payroll deduction, employee membership in a suitable Income Protection Scheme ("IPS"). Such deduction will be from pre-tax earnings (an approved salary sacrifice arrangement) and will be at a rate as advised, from time to time, by the IPS provider up to a maximum of 3% of an employee's weekly earnings.
- 1.9.2 The selection of a suitable IPS will be determined by employees, employee representatives and the Union.
- 1.9.3 Membership of a suitable IPS is optional for employees employed at depots located within the Sydney Metropolitan area.
- 1.9.4 In respect to Regional locations, employees covered by the classifications set out in this Agreement may elect, as individuals, to participate in the IPS selected in accordance with clause 1.9.2 of this Appendix. Where an employee elects to participate in the IPS, the Company will deduct the contribution in accordance with clause 1.9.1.

1.10 Annual leave loading

- 1.10.1 An employee at the time of entering upon a period of annual leave in accordance with this Agreement and the NES will be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 3.167 hours ordinary pay for each month.
- 1.10.2 Annual leave loading payment is payable on leave accrued and otherwise in accordance with law.

1.11 Meal breaks for shiftworkers

- 1.11.1 The provisions of this clause apply in respect of freight handling employees engaged on afternoon or night shift at the Company's branch located in Minchinbury.
- 1.11.2 Notwithstanding and in lieu of clause 43.9 of this Agreement, all shiftworkers while working on afternoon or night shift will be entitled to a paid meal break of 30 minutes. An employee must not be required to work more than five hours without a meal break.

Appendix D – Australian Capital 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 Australian Capital Territory, other than those employees who are classified and paid in accordance with Appendix F.

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 will prevail to the extent of the inconsistency.

1.2 Wage rates

1.2.1 Employees will receive the following rates of pay for the duration of this Agreement:

ACT Permanent (38 Hour Week) (\$)						
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)		1st full pay period on or after 1 September 2022		1st full pay period on or after 1 September 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	1122.86	29.54902	1156.55	30.43549	1191.24	31.34855
2	1166.00	30.68422	1200.98	31.60475	1237.01	32.55289
3	1193.29	31.40226	1229.08	32.34433	1265.96	33.31466
4	1209.37	31.82552	1245.65	32.78029	1283.02	33.76370
5	1272.88	33.49688	1311.07	34.50179	1350.40	35.53684
6	1278.23	33.63756	1316.57	34.64669	1356.07	35.68609
7	1334.12	35.10843	1374.14	36.16168	1415.37	37.24653
8	1429.34	37.61411	1472.22	38.74253	1516.38	39.90481

ACT Casuals (Hourly Rate) (\$)			
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)	1st full pay period on or after 1 September 2022	1st full pay period on or after 1 September 2023
2	37.84387	38.97919	40.14856
3	38.72945	39.89134	41.08808
7	43.30040	44.59941	45.93739

ACT Casuals Overtime (Hourly Rate) (\$)			
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)	1st full pay period on or after 1 September 2022	1st full pay period on or after 1 September 2023
2	33.75264	34.76523	35.80818
3	34.54249	35.57876	36.64613
7	38.61927	39.77785	40.97118

1.2.2 All night shift freight handlers employed by the Company during the life of this Agreement are to be paid the Grade 3 base hourly rate (for ordinary hours of work) set out above.

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

1.3 Allowances

1.3.1 Employees will receive the following allowances under this Agreement:

Brief Description	Amounts
Meal Allowance (clause 45.3)	16.85 per meal (from the commencement of this Agreement)
First Aid (clause 37)	2.98 per day
Packaged Dangerous Goods (clause 34.3)	10.00 per day
Canberra Travel Allowance (clause 35 and clause 1.3.5 of Appendix D)	10.93 per day
Team Leader / Leading Hand (clause 1.3.3 of Appendix C)	2021 151.14 per week
	2022 155.67 per week
	2023 160.34 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 the table on the previous page. An allowance of \$30.23 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 Depot / Regional Manager upon recommendation by the Fleet / Facilities 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.

1.3.5 Canberra travel allowance

- (a) Subject to clause 1.3.5(b), a permanent full time driver covered by this Agreement who was employed prior to 30 November 2015 is entitled to use a Company vehicle to drive to and from work (owing to the lack of any public conveyance).
- (b) Any permanent full time driver who commenced employment on or after 10 September 2010, and is captured by clause 1.3.5(a) of this Appendix, will only be entitled to use a Company vehicle to drive to and from work within a radius of 50km from the Company's Canberra depots (currently at 2 Tralee Street, Hume and Unit 3, 34-42 Shepperd Street, Hume).
- (c) In lieu of the arrangements in clauses 1.3.5(a) and 1.3.5(b), an employee who was employed prior to 30 November 2015 may elect in writing to receive a daily travel allowance in the amount specified both in clause 35 – Travelling Allowance and clause 1.3.1 of this Appendix.
- (d) An employee who qualifies for the entitlement in clause 1.3.5(a) and/ or 1.35(c) is allowed to make a fresh election in writing regarding these arrangements at the commencement of each year.
- (e) This entitlement may be withdrawn at the Company's election in the event that the Company finds that an eligible employee has not complied with the Company's policy (as amended from time to time) regarding the

private usage of Company vehicles.

1.3.6 Travel allowance review

- (a) The travel allowance rate specified under clause 1.3.5 of this Appendix is dependent upon movements in the price of diesel purchased by the Company. Therefore, this allowance rate will be reviewed on an annual basis in March.
- (b) Pursuant to the review in clause 1.3.6(a), the travel allowance will be increased by any relevant adjustment factor. The relevant adjustment factor for this purpose is the average percentage increase in the base price of diesel purchased by the Company most recently published in the Company's accounts since the allowance was last reviewed, capped to a maximum increase of 3%. For example, an average increase of 3% in the said base price of diesel over the relevant period will translate to an increase of 3% in the travel allowance rate.
- (c) It is agreed that the original base price of diesel was \$1.4160 per litre (excluding GST) at the time that the travel allowance rate was reviewed in March 2015, and subsequent annual reviews have not increased this base price. Therefore, it is agreed that subsequent annual reviews will apply any relevant average percentage increase (capped to a maximum increase of 3%) in the base price of diesel purchased by the Company after the commencement of this Agreement, which is over and above the original base price of \$1.4160 per litre (excluding GST).
- (d) For the avoidance of doubt, it is agreed that the travel allowance rate will remain unchanged in the event that there is no average percentage increase in the base price of diesel purchased by the Company since the allowance was last reviewed. For example, the allowance rate will remain unchanged in March 2022 if there is no average percentage increase since March 2021 in the said base price of diesel, over and above the original base price of \$1.4160 per litre (excluding GST).
- (e) In accordance with clause 1.3.6(b) of this Appendix, subsequent annual reviews beyond March 2019 will apply any relevant adjustment factor to the travel allowance rate (capped to a maximum increase of 3%) over the preceding 12 month period.
- (f) For the avoidance of doubt, it is agreed that the original base price of diesel (namely, \$1.4160 per litre) will continue to be applied in subsequent annual reviews beyond March 2022 if the travel allowance rate remains unchanged.

However, in the event of an increase in the travel allowance rate in any given year, then the original base price of diesel will be replaced by the current base price of diesel for the purposes of applying any relevant adjustment factor in any subsequent annual review beyond March 2022.

1.3.7 Meal Allowances

- (a) A driver covered by this Agreement who is required to perform overtime duty in excess of one hour and forty-five minutes on any given day will be paid tea money in the amount set out in clause 1.3.1 of this Appendix.
- (b) A night shift worker (as defined in this Agreement) who completes on any given shift at least 7.6 hours work, or at least 8 hours work for a night shift worker who accrues RDO's in accordance with clause 42.4(a) and clause 42.5 of this Agreement, will be paid tea money in the amount set out in clause 1.3.1 of this Appendix.
- (c) A night shift worker (as defined in this Agreement) who is required to work overtime following the completion of their shift will be paid tea money in the amount specified in clause 1.3.1 of this Appendix.

1.4 Crib Breaks

- 1.4.1 A night shift worker (as defined in this Agreement) who is required to perform overtime duty in excess of two hours after his or her usual ceasing time will be allowed a paid crib break of 20 minutes. In lieu of the paid crib break, an employee may elect in writing to receive a tea (crib) allowance equivalent to 20 minutes ordinary time pay. An employee is allowed to make a fresh election in writing regarding these arrangements at the commencement of each year.
- 1.4.2 A driver who is required to work overtime on any week day for a period of two hours or more will be allowed a paid crib break of 20 minutes. In lieu of the paid crib break, an employee may elect in writing to receive a tea (crib) allowance equivalent to 20 minutes' ordinary time pay. An employee is allowed to make a fresh election in writing regarding these arrangements at the commencement of each year.

1.5 Personal/carer's leave

- 1.5.1 Notwithstanding clause 50.4(b) of this Agreement, weekly full time and part time employees will be entitled to a total of four (4) days of paid personal/carer's leave per year without having to provide a medical certificate or statutory

declaration.

1.6 Birthday leave in lieu of StarTrack Picnic Day

- 1.6.1 The benefits of this clause will apply to all full time and part time employees engaged by the Company in the Australian Capital Territory. This clause does not apply to casual employees.
- 1.6.2 Payment pursuant to this clause will be calculated by reference to the applicable rates specified in this Agreement and the provisions of the NES.
- 1.6.3 In lieu of the StarTrack Picnic Day set out in Appendix C of this Agreement, an eligible employee under this clause will be entitled to be absent from work on his or her birthday without loss of pay (up to a maximum of 7.6 hours' pay at ordinary time rates). In the event that the employee elects to work on his or her birthday, then he or she will receive his or her normal entitlement to wages under this Agreement.
- 1.6.4 If an employee's birthday falls on a Saturday or Sunday or Public Holiday, then he or she will be entitled to be absent from work on the working day immediately before or after the Saturday, Sunday or Public Holiday without loss of pay (up to a maximum of 7.6 hours' pay at ordinary time rates).
- 1.6.5 The Company may request an employee to work on his or her birthday and if the employee agrees to do so, then the parties will agree on a substitute day off to be taken in lieu of the employee's entitlement to take leave under this clause, such substitute day off to be taken within a reasonable period before or after the employee's birthday.
- 1.6.6 An employee who is eligible to take leave pursuant to this clause must complete and submit to the Company a relevant form advising of his or her intention to take the leave at least two (2) weeks prior to the leave being taken.
- 1.6.7 The leave prescribed by this clause does not accrue from year to year.
- 1.7 Income protection**
- 1.7.1 This clause applies in relation to a Sickness Accident Income Protection Plan ("the Plan") as agreed between the parties.
- 1.7.2 An individual employee covered by this Agreement may request that he or she is covered by the Plan through the weekly deduction of a premium equivalent to a maximum amount of up to 3% of their gross weekly remuneration. This request must be made in writing.

1.7.3 After receiving a written request, the Company will take appropriate steps to ensure that the employee is covered by the Plan as soon as practicable, through the authorised deduction from the employee's weekly pay of the maximum 3% premium referred to in clause 1.7.2 of this Appendix.

1.7.4 For the purposes of this clause, an employee's gross weekly remuneration means:

- (a) The weekly pay received by an employee for working ordinary hours of work; and
- (b) The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and
- (c) Any other amounts payable under the employee's contract of employment in respect of those hours.

1.8 Coast Linehaul Arrangement

Drivers performing work wholly in the Coast Linehaul Arrangement will be paid at the appropriate rate commensurate with the size and type of vehicle being driven, plus a 30% shift allowance to reflect current arrangements.

1.9 Night shift payment for Good Friday

The provisions of clauses 47.2(c)(i) and 47.2(f)(i) of the Agreement will not apply in respect of night shift workers (as defined in this Agreement) who perform work on Good Friday. In respect of work performed on Good Friday by night shift workers, the provisions of clause 43.3 of the Agreement will apply.

1.10 Annual leave and permanent night shift workers

Permanent night shift workers (as defined in this Agreement) are eligible for an additional one week's annual leave in accordance with clause 49.1(a) of this Agreement.

1.11 Annual leave loading

During a period of annual leave an employee will receive a loading calculated on the relevant wage rate in clause 31 of this Agreement. Annual leave loading payment is payable on leave accrued and otherwise in accordance with law. 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.

Appendix E – 3PL Warehouse Division

1.1 Application of this Appendix

- 1.1.1 This Appendix sets out terms and conditions which apply only to those employees who are employed solely or predominantly in the 3PL warehouse division of the Company.
- 1.1.2 To avoid doubt, this Appendix will apply to any new 3PL warehouse facilities established during the life of this Agreement in New South Wales and the Australian Capital Territory.
- 1.1.3 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 will prevail to the extent of the inconsistency.

1.2 Classifications and Gradings

- 1.2.1 For the purposes of this Appendix, 3PL means Third Party Logistics.
- 1.2.2 The employees of the Company who are engaged solely or predominantly in the 3PL warehouse division are classified as Transport Facility Worker (1) or Transport Facility Worker (2) in accordance with clause 1.2.3 of this Appendix, depending on the nature of their duties.
- 1.2.3 Under this Appendix:

- (a) **Transport Facility Worker (1)** means an employee who performs one or more of the following duties:
- Loading or unloading any goods, wares, merchandise or materials on or from any vehicle and work incidental to such loading and unloading including supervision of the work and/or of other employees;
 - Loading and unloading rail trucks in a siding on the Company's own premises;

- Engaged in sorting goods and in performing clerical work in connection with the carriage and/or delivery of such goods.

- (b) **Transport Facility Worker (2)** means an employee who performs one or more of the following duties as well as the duties of a Transport Facility Worker (1):

- Loading and unloading goods onto or from road vehicles;
- Stacking goods on the goods yard platform;
- Stowing and unstowing goods into and from rail trucks or containers of all descriptions;
- Loading and unloading goods from shelving, checking and sorting loads;
- Checking and sorting goods in the depot;
- Operating mechanical handling appliances (including but limited to pallet jacks); and
- Clerical duties, including the compilation of manifests and load summaries, associated with such work.

- 1.2.4 To avoid doubt, a Transport Facility Worker (1) is the equivalent of a "Transport Worker Grade Two" and a Transport Facility Worker (2) is the equivalent of a "Transport Worker Grade Three" as set out in Appendix A of this Agreement. The wage rates set out in Appendix C and D are referable to the classifications in Appendix A and as such the equivalent classifications described in this clause will determine the relevant wage rates for employees in this Appendix.

Appendix F – Workshop Mechanics

1.1 Application of this Appendix

- 1.1.1 This Appendix sets out the terms and conditions which apply only to those employees who are employed by the Company in workshops as mechanics in the classifications set out in clause 1.3 of this Appendix.
- 1.1.2 To avoid doubt, this Appendix will apply to any existing employees of the Company engaged in roles that fall within the Workshop Mechanic (1), Workshop Mechanic (2) or Workshop Mechanic (3) classifications set out in clause 1.3 of this Appendix. The Company will, within a reasonable time following commencement of the Agreement, inform such employees in writing of their classification under clause 1.2 of this Appendix.
- 1.1.3 In the event of any inconsistency between this Appendix and the terms of the main body of the Agreement, the terms of this Appendix will prevail to the extent of the inconsistency.
- 1.1.4 For the purposes of clauses 9, 10.1(d), 12, 13.2, 13.6, 13.7, 14, 14.6, 15.2(c), 15.2(d), 15.3, 15.4, 18.2(f), 24.8, 31.2, 42.2, 42.4, 42.8, 57.3 and the definition of “Other Agreed Starting Place” in this Agreement, the term Union is taken to also refer to and include the AWU in so far as such clauses confer rights or obligations that are concerned with an employee who is classified under this Appendix.

1.2 Classifications and Gradings

- 1.2.1 The employees of the Company who are engaged solely or predominantly as mechanics in workshops in NSW or ACT are classified as Workshop Mechanic (1), Workshop Mechanic (2) or Workshop Mechanic (3), in accordance with clauses of this Appendix, depending on the nature of their duties and qualifications.

1.2.2 Under this Appendix:

- (a) **Workshop Mechanic (1)** means an employee who:
 - Holds a current motor vehicle repair industry licence (light vehicle)
 - Holds a current C class drivers licence
 - Displays a level of competency in welding and fabrication
 - Has the ability to work as directed
- (b) **Workshop Mechanic (2)** means an employee who:
 - Performs the duties of a Workshop Mechanic (1)
 - Holds a current motor vehicle repair licence (heavy vehicle)
 - Has the ability to deal with complex customers and/or stakeholders
 - Has basic fault finding and diagnostic skills
 - Holds a current forklift licence
 - Has good verbal and written skills
 - Has basic auto electrical knowledge
 - Has the ability to work unsupervised
 - Shows initiative in the workplace

- (c) **Workshop Mechanic (3)** means an employee who:
- Performs the duties of a Workshop Mechanic (2)
 - Holds a current NSW RMS inspector certificate
 - Holds a current HR class drivers licence
 - Has a sound understanding of electrical circuits / components and their relationship to the vehicles
 - Has a sound understanding of company policies and procedures
 - Has completed and passed factory and OE Training Modules
 - Has the ability to lead and mentor others

1.2.3 Subject to clause 1.2.4, all Workshop Mechanics who commence employment with the Company after the commencement of this Agreement will be initially classified as a Workshop Mechanic (1) for a period of 12 months, subject to there being a demonstrated competency that would warrant advancement, to the satisfaction of the Company, to the Workshop Mechanic (2) or Workshop Mechanic (3) classifications.

1.2.4 For the avoidance of doubt, nothing in this clause prevents the advancement of an employee to a different classification where the Company makes an assessment that such advancement should occur. For the purposes of making such an assessment, discussions may occur with the AWU, Union and/or Team Leader on site.

1.3 Wage rates

1.3.1 Employees will receive the following rates of pay for the duration of this Agreement:

Workshop Mechanics Permanent (38 Hour Week) (\$)						
Grade	1st full pay period on or after 1 September 2021 (First Increase Date)		1st full pay period on or after 1 September 2022		1st full pay period on or after 1 September 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	1225.30	32.24481	1262.06	33.21220	1299.92	34.20851
2	1384.80	36.44209	1426.34	37.53540	1469.13	38.66141
3	1466.21	38.58446	1510.20	39.74200	1555.50	40.93425

1.4 Allowances

1.4.1 Employees will receive the following allowances under this Agreement:

Brief Description	Amounts
Meal Allowance (clause 45.3)	16.85 per meal (from the commencement of this Agreement)
First Aid (clause 37)	3.57 per day
Team Leader Allowance (clause 1.4.3 Appendix F)	50.79 per week
Tool Allowance (clause 1.4.5 Appendix F)	16.06 per week

- 1.4.2 Any increases in the minimum rates in the Manufacturing and Associated Industries and Occupations Award 2020 for the allowances set out above will be passed on as and when they happen.
- 1.4.3 Those who perform a Team Leader function will receive a Team Leader allowance as set out in the table above. An allowance of \$10.16 per day is to be paid pro-rata to any employee acting as a Team Leader in times of absenteeism.
- 1.4.4 Team Leaders will be appointed by the Manager Fleet Infrastructure upon recommendation by the Workshop 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.
- 1.4.5 All Workshop Mechanics will be paid a tool allowance in the amount set out in clause 1.4.1 of this Appendix.

1.5 StarTrack Picnic Day

- 1.5.1 The benefits of this clause will apply to all employees engaged by the Company in accordance with this Appendix. This includes casual employees provided that they have been employed by the Company for a sequence of periods of employment exceeding six months and who have worked either during the week before or the week after the picnic day.
- 1.5.2 Payment pursuant to this clause will be calculated by reference to the applicable rates specified in this Agreement. Eligible casual employees as defined in clause 1.5.1 of this Appendix will be paid an amount equivalent to four (4) hours' work at normal rates of pay.
- 1.5.3 Easter Saturday will be recognised as the "StarTrack Picnic Day".
- 1.5.4 An eligible employee of the Company (except casuals) under this clause will be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 1.5.5 An eligible employee of the Company (except casuals) who is required to work on Easter Saturday will, in addition to the additional day's pay required by clause 1.5.4 of this Appendix, be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of

eight (8) hours pay at ordinary time.

1.6 Annual leave loading

- 1.6.1 During a period of annual leave an employee will receive a loading calculated on the relevant wage rate in clause 31 of this Agreement. Annual leave loading payment is payable on leave accrued and otherwise in accordance with law. The loading is as follows:

(a) Day work

Employees who would have worked on day work only had they not been on leave, a loading of 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.

1.7 Shiftwork

- 1.7.1 For the purposes of clause 47.1(c) of the Agreement, night shift for employees covered by this Appendix means a shift which finishes after 12.00am and at or before 8.30am.

1.8 Delegates Training Leave

- 1.8.1 For the purposes of the entitlement to delegates leave set out in clause 59 of the Agreement, AWU delegates that are classified under this Appendix will be entitled, instead of the entitlement set out in clause 59.1 of the Agreement, to up to five (5) days of delegates leave per annum.
- 1.8.2 The principles set out in clause 59.3 – 59.6 of the Agreement will also apply to the taking of any leave by an AWU delegate under this clause.

1.9 Re-negotiation of next Agreement

- 1.9.1 Any request for the release of delegates who are classified under this Appendix, for the purposes of preparing for or attending negotiations for the next enterprise agreement, will be discussed and agreed between the Company and the AWU.

Appendix G – Preserved Clauses From On Airport Business Development Agreement (AaE/TWU) 2010

Appendix G applies to employees of the Company that immediately prior to 30 November 2015 were covered by and classified under the *On Airport Business Development Agreement (AaE/TWU) 2010*.

Where a term of the *On Airport Business Development Agreement (AaE/TWU) 2010* is more beneficial than the Agreement, and is not otherwise set out below, such term and/or condition will be maintained where it is brought to the attention of the Company by an employee and/or the Union and a subsequent assessment is made by the Company that determines the term and/or condition is more beneficial. Notwithstanding this, the parties acknowledge that the Agreement is intended to operate as a standalone document and wholly replace (except where otherwise provided) all other agreements and prior negotiations. Where the context in which a provision of Appendix G operates cannot be determined through a review of the interaction of the Agreement and Appendix G, the *On Airport Business Development Agreement (AaE/TWU) 2010* may be utilised for background.

For the avoidance of doubt and notwithstanding the terms of this Appendix, an employee will be entitled to personal/carer's leave and long service leave in accordance with the Act and applicable long service leave legislation (as relevant) to the extent such an entitlement is more favourable than the corresponding entitlement under this Appendix.

13 Employment Categories

(...)

13.4 Part time Employment

(...)

13.4.5 A part time employee is a person who:

- (a) Works less than 38 hours per week, but not less than 16 hours per week with a minimum daily engagement of four hours.

(...)

13.5 Casual Employment

(...)

13.5.4 When a casual employee works a shift they will be paid the casual loading calculated on the base rate of pay for the ordinary hours they work plus the casual loading calculated on the applicable shift penalty.

...

14 Redundancy

(...)

15.4 Severance pay

15.4.1 In addition to the period of notice prescribed in clause 28.1(a) of the Agreement the following payments shall apply:

- (a) A minimum of 4 weeks pay and a maximum not exceeding 95 weeks. Employees who transferred from Australian Airlines will not be disadvantaged by this capping.
- (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 months 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 Company 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
- (j) For the purpose of this clause:
 - (i) “pay” shall be paid at ordinary rates and shall include regular weekly/fortnightly payments but shall exclude shift, overtime and extraneous payments.
 - (ii) 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 and does not include persons employed on a temporary, fixed term or casual basis.

(...)

15.7 Transmission of Business / Suitable Alternative employment

15.7.1 Transmission of Business - Alternative Employment

- (a) Where a business is before or after the date of this Agreement, transmitted from the Company (in this clause called “the transmittor”) to another employer (in this clause called “the transferee”) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transferee;
 - (i) The continuity of the employment of the employee is deemed not to have broken by reason of such transmission; and
 - (ii) The period of employment which the employee has had with the transmittor or any prior transmittor is deemed to be service of the employee with the transferee, and that such service be recognised for all purposes under this

Agreement and/or the Award; and
(iii) Such an employee will not be entitled to redundancy payments under this Agreement.

- (b) In this sub-clause “Business” includes trade, process, business or occupation and includes part of any such business and “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.
- (c) In any case where an employee is offered suitable alternative employment, whether within the Company or outside it, the Company will have no obligation to afford that employee the redundancy benefits contained in this Agreement or in any other instrument.

15.7.2 Transfers

Where the Company offers, and redundant employees accept, a transfer interstate to a position with the Company, they shall be entitled to payment of removal expenses and allowances in accordance with Company policy.

15.7.3 An employee who has been declared redundant and who accepts a transfer to another position within the Company may request retrenchment within 90 days of such transfer, in which case the employee shall receive all entitlements prescribed under this clause.

15.7.4 Provided, however, that an employee who transfers interstate and who is subsequently retrenched in accordance with clause 15.7.3 of this Appendix, shall not be entitled to any further removal expenses or allowances.

...

16 Classifications and Rates of Pay

(...)

16.3 Salary Sacrifice (Motor Vehicle Salary Sacrifice Scheme)

16.3.1 The Company and a permanent employee (full and part time) may agree to enter into a motor vehicle salary sacrifice arrangement whereby the purchase price will be sacrificed from pre-tax earnings over an agreed period of time.

16.3.2 The above provisions will be subject to the employee meeting any Motor Vehicle Salary Sacrifice procedures developed by the Company.

16.4 Higher Duties

- 16.4.1 An allowance shall be paid to employees when the Company designates an employee to perform duties for one full shift or more per week, in a higher position classified in a salary range set out in the applicable Appendix of this Agreement. The allowance shall be paid for the whole period of the temporary assignment to the higher position.
- 16.4.2 The allowance payable under clause 16.4.1 of this Appendix shall be at the rate of difference between the current salary of the employee performing work in the higher position and the salary that would normally be paid if the employee were promoted to the higher position in which they are required to act.
- 16.4.3 Where an employee is required to perform the work of another employee who occupies a higher graded position the employee shall be advised of the work required and the allowance payable in accordance with the provisions of this clause.
- 16.4.4 Notwithstanding the provisions of clause 16.4.1 of this Appendix, an employee on development training who is being directly supervised or coached shall not receive payment under clause 16.4.1 of this Appendix.

...

18 Allowances

(...)

18.2 Transfers, Travelling and Working Away From Usual Place of Work

18.2.1 *Excess fares*

Where AaE, on any day, requires employees to work at a place other than their regular place of employment, AaE shall supply the employees with transport or pay them any additional fares incurred.

(...)

18.3 Other Allowances

(...)

18.3.4 *District Allowance*

An employee living and working in a designated remote locality shall be paid District Allowance at the relevant rate applicable in the Australian Public Service.

(...)

18.3.13 *Disability Allowance*

- (a) If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or

other like work at or in the immediate vicinity of the premises in which the employees are required to work, employees will be paid the following allowances from the date of the application:

- (i) If the construction work involved excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours - an allowance per hour of \$0.81.
 - (ii) If the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space an allowance per hour of \$0.44.
- (b) The date of effect for the allowance will be from the date of the claim and subject to the existence of the disability.
- (c) The disability allowance will not be included with the wage rates for all purposes of the Agreement.

...

20 Ordinary Hours of Work

20.1 Ordinary Hours of Work - Day Workers and Shift Workers

(...)

20.1.3 Ordinary hours worked on a daily basis may be varied between 7.6 and 10 hours to ensure the efficient allocation of employees to meet the operational workload demands.

(...)

20.1.6 The ordinary hours for day workers shall be worked, except for meal breaks, between 7:00am and 6:00pm Monday to Friday inclusive.

(...)

20.4 Arrangement of Ordinary Hours over 19 days

(...)

20.4.3 It is agreed a maximum of 12 "Z" days may be accrued at any time, and any subsequent accrual i.e. the 13th day, will be paid out at the time of accrual. However, where an agreed 13th day is not able to be taken due to operational reasons, an alternative 13th day is to be agreed between the employee and the Company, i.e. the 13th day is not to be paid out automatically.

(...)

20.5 Daylight Saving

In any area where, by reason of legislation of a State or Territory, summer time is prescribed as being in advance of the standard time of that state, the length in any shift:

20.5.1 Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

20.5.2 On or before the time prescribed by such legislation for the termination of such summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the conclusion of the shift.

...

21 Special Provisions for Shiftworkers

21.1 Early Morning, Afternoon and Night Shift Allowances

- 21.1.1 An employee rostered for ordinary duty commencing before 7:00am or finishing after 6:00pm on any day Monday to Friday shall be paid the following shift loadings.
- (a) For shifts commencing on or after 5.00am but before 7:00am twelve and a half per cent (12.5%).
 - (b) For shifts finishing after 6:00pm but not later than midnight fifteen per cent (15%).
 - (c) For shifts finishing after midnight but prior to 1:00pm twenty two and a half per cent (22.5%).

...

23 Overtime

(...)

23.2 Payment for Working Overtime - Shiftworkers

- 23.2.1 For all time worked in excess of the ordinary working hours prescribed, or on more than six shifts in any seven consecutive days or on more than ten shifts in any fourteen consecutive days, shiftworkers shall be paid at the rate of double time except when:
- (a) The time is worked by arrangement between the employees themselves; or
 - (b) The time is worked for the purpose of

effecting the customary rotation of shifts; or

- (c) Such working is due to the fact that the reliever does not come on duty at the proper time; provided that when not less than eight hours notice has been given to the Company that the reliever shall be absent from work, the unrelieved employee shall be paid at the rate of double time until relieved.

(...)

23.6 Recall

- 23.6.1 Employees 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 each time they are so recalled.
- 23.6.2 In the event of cancellation or postponement of such recall when employees report to their place of duty they shall be paid the above minimum of four hours for each time they are recalled even if they are not required to work.

(...)

23.8 Saturday Work

An employee required to work on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter, subject to a minimum of four hours.(...)

23.10 Meal Breaks

- 23.10.1 Where an employee is required for overtime work in excess of one hour before the normal starting time or in excess of one hour after the usual finishing time, the employee shall be granted a meal break of twenty minutes to be paid at the appropriate overtime rate of pay.
- 23.10.2 Where an employee is required to work a further four hours' overtime or subsequent four hour periods the employee shall be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay.

23.10.3 The above meal breaks are not to be used in the calculation of overtime hours.

23.11 Meal allowance

- 23.11.1 In addition to clauses 23.10.1 and 23.10.2 of this Appendix, the employee shall be paid an allowance of \$10.40 for each such meal break.
- 23.11.2 An employee working on a call-in or on a day off, provided four hours actual work is performed, shall be provided with a meal or meals or paid as prescribed in clause 23.10.1 of this Appendix.

...

25 Personal Leave and Compassionate Leave

25.1 Amount of Paid Sick Leave

(...)

25.1.2 The amount of sick leave to which an employee is entitled depends on how long he or she has worked for the Company and accrues as follows:

(a)

Length of time worked for AaE	Sick Leave (hours)
Less than 6 months	38
6 – 12 months	76
12 - 24 months	114
Each year thereafter	114

(b) Provided that an employee who normally works eight or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 42.4 of the Agreement is entitled to the following amount of sick leave:

Length of time worked for AaE	Sick Leave (hours)
Less than 6 months	40
6 – 12 months	80
12 - 24 months	120
Each year thereafter	120

...

29 Long Service Leave

29.1 Subject to clause 29.2 of this Appendix, an employee qualifies for long service leave after ten years continuous employment with the Company.

29.2 For the purposes of determining an entitlement to long service leave, continuous prior employment with Australian Airlines, Australia Post or Australian Air Express shall be recognised as employment with the Company.

29.3 The rate of accrual of long service leave shall be three-tenths (0.3) of one month for each year of employment.

29.4 Payment in lieu of long service leave shall be made to an employee who ceases employment for any reason after ten (10) years.

29.5 Pro rata payment in lieu of long service leave shall be made to an employee who ceases after one years employment because of age retirement, retrenchment, ill health or death.

29.6 Where doubt arises as to an employee's entitlement to long service leave or the rate at which payment is to be made, regard shall be had to the relevant provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

...

33 Blood Donors

33.1 An employee, who with the consent of the Company, is absent during ordinary working hours for the purpose of donating blood will not have his/her pay deducted, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

33.2 An employee will arrange as far as practicable, for the absences to be as close as possible to the beginning or the end of ordinary working hours.

33.3 An employee will notify the Company as soon as possible of the time and date upon which the absence is requested for the purposes of donating blood.

33.4 Proof of the absence of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance will be supplied at the request of the Company.

Appendix H – Preserved Hours of Work for Employees Previously Covered by the Off Airport NSW Agreement (AaE/TWU) 2011

Appendix H applies to employees of the Company that immediately prior to the approval of this Agreement were covered by and classified under the *Off Airport NSW Agreement (AaE/TWU) 2011*.

1 Ordinary Hours of Work

- (a) The ordinary hours of work for employees that immediately prior to 30 November 2015 were covered by and classified under the *Off Airport NSW Agreement (AaE/TWU) 2011*, will be between the hours of 5:00am and 6:30pm, Monday to Friday.
- (b) Where employees, not otherwise captured by clause 43 (Shift work), are required to commence work between the hours of 12:01am and 5:00am, Monday to Friday, a 30% shift loading will apply for all hours worked.
- (c) All other clauses of the Agreement, including those in respect of ordinary hours of work, shift work, overtime and penalties, will continue to apply to employees covered by this Appendix.

Appendix I – Outside Hire Compliance Declaration

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

Section 2. Industrial Arrangements - Who will perform the work?	
Does the company engage:	
<input type="checkbox"/> employees	number of employees
<input type="checkbox"/> owner drivers	number of owner drivers
<input type="checkbox"/> Other (provide <u>full</u> details)	

Section 3. Remuneration - How workers will be paid.	
a) Engaged on an hourly basis:	
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) Engaged on cents per kilometre plus loading and unloading:	
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)	

Section 4. Safe Systems - Provide Copies of the Following	
<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 Guarantee Charge Act 1992 Cth (SGC Act)</i>	<input type="checkbox"/> Public Liability Policy

Section 5. Declaration			
I the undersigned declare that:			
<ol style="list-style-type: none"> 1. I have the authority to complete this document on behalf of the company; 2. I have the knowledge and information necessary to complete this document accurately; 3. The information in this document is true and correct; and 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. 			
Signed:		Position title:	
Print name:		Date:	

Appendix J – Compliance Summary Format

[illegible]

