



STARTRACK

StarTrack – Transport Workers’ Union Enterprise Agreement 2025

1 Title

The title of this Agreement is the StarTrack – Transport Workers’ Union Enterprise Agreement 2025.

2 Arrangement

This Agreement is arranged as follows:

1	Title	3
2	Arrangement	3
Part 1 – Application and Operation		
3	Definitions	5
4	Duration of Agreement	6
5	Coverage & Scope	6
6	Relationship to Legislation & Other Instruments	6
7	Preamble & Objectives	6
8	Custom and Practice	7
9	Flexibility Arrangements	7
10	Conduct of the Parties	8
11	Negotiation of Next Agreement	9
Part 2 – Productivity, Consultation, Training and Dispute Resolution		
12	Productivity Improvements	10
13	Settlement of Disputes	10
14	Consultation	12
15	Consultative Forums	13
16	Training	15
17	Safe Systems of Work	15
18	Access to the Agreement & the NES	16
19	TWU Recognition and Freedom of Association	16
20	Workplace Delegates’ Rights	16
21	Union Inductions	19
22	Right of Entry	19
Part 3 – Types of Employment and Termination of Employment		
23	Work Organisation	20
24	Types of Employment	20
25	Labour Hire	22
26	Fleet Outside Hire and Contractors	22

27	Linehaul Operations	25
28	Termination of Employment	25
29	Redundancy	26
Part 4 – Wages, Allowances and Related Matters		
30	Wage Increases and Rates of Pay	27
31	Juniors	27
32	Higher Duties	27
33	Allowances	27
34	Articles of Clothing	28
35	Medical Checks	29
36	Payment of Wages	29
37	Superannuation	29
38	Aviation and Maritime Security ID Cards	29
Part 5 - Hours of Work and Related Matters		
39	Ordinary Hours of Work, Day Work	31
40	Ordinary Hours of Work, Shift Work	32
41	Start Times	32
42	Breaks	32
43	Shift Penalties	33
44	Overtime	34
Part 6 - Leave and Public Holidays		
45	Annual Leave	36
46	Personal/Carer’s Leave & Compassionate Leave	37
47	Community Service Leave	37
48	Parental Leave	37
49	Public Holidays	37
50	Long Service Leave	38
Part 7 – Implementation and Signatures		
51	Implementation	39
52	Signatures	40
Appendix A – Classifications and Gradings		
Appendix B – New South Wales		
Appendix C – Victoria/Tasmania		
Appendix D - Queensland		
Appendix E - South Australia/ Northern Territory		
Appendix F - Western Australia		
Appendix G - Australian Capital Territory		
Appendix H – Workshop Mechanics		

Appendix I – Outside Hire Compliance Declaration

Appendix J – Compliance Summary Format

Appendix K – AAE Redundancy Provisions

Part 1 – Application and Operation

3 Definitions

3.1 In this Agreement, unless the contrary intention appears:

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

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

“**Average Earnings**”, for the purposes of clause 11.3(a) and 20.9(a) 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*.

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

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

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

“**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.

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

“**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.

“**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 driving or freight handling duties as required from time to time.

“**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.

“**NES**” means the *National Employment Standards*.

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

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

“**Rostered Shift**” means a shift of ordinary hours for which the employee concerned has had at least forty-eight (48) hours’ notice.

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

“**Transport Worker**” means any person employed by the Company who is eligible to be a member of the TWU.

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

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

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

4 Duration of Agreement

- 4.1 This Agreement operates from 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 1 September 2027.

5 Coverage & Scope

- 5.1 This Agreement covers:
- (a) the Company;
 - (b) all employees of the Company who are Transport Workers and are appointed to a role within the classifications set out in Appendix A of this Agreement, which reflect the classifications available under the Award, and Appendix H of this Agreement; and
 - (c) the TWU.

6 Relationship to Legislation & Other Instruments

- 6.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.2 This Agreement is to be read in conjunction with the Award, as varied from time to time. In the event of any inconsistency between the terms of this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

7 Preamble & Objectives

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

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

This Agreement provides for improved productivity and greater flexibility in employment practices to provide the funding for the wage increases to all employees included in clause 30.

- 7.1 The objectives of this Agreement are to:
- (a) enhance the productivity and efficiency of the Company’s operations;
 - (b) promote the training of the Company’s employees in vocational skills and safe working practices and an understanding of the benefits they enjoy under this Agreement and the Company’s detailed policies;
 - (c) promote job security, effective workplace representation and training for employees and an understanding of the benefits they enjoy under this Agreement;

- (d) promote job security through the full utilisation of full-time permanent employees before the engagement of part-time, casual, Labour Hire or Outside Hire workers to the extent possible having regard to operational requirements;
- (e) through the policies of “promotion from within”, study assistance and career development provide access to more varied, fulfilling and better paid jobs; and
- (f) provide the Company’s employees with a fair measure of income and entitlements protection.

7.2 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.

7.3 The Company is committed to being an industry leader and employer of choice and 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) effective enforcement of both proactive obligations and breaches; and
- (e) preventing the exploitation of vulnerable workers including non-resident visa holders.

7.4 The Company commits to consulting with the Union regarding:

- (a) potential improvements to safety and sustainability within the transport industry; and
- (b) fatigue management laws and regulations applying across Australia.

7.5 The Company commits to hold discussions with the Union about its participation in an industry project concerning education related, health and safety matters.

7.6 The Company agrees that systems of remuneration must not place pressure on Transport Workers or encourage them to take risks.

7.7 The parties to this Agreement are committed to supporting employees who are:

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

7.8 The parties to this Agreement are committed to increasing the level of female workforce participation within the Company’s business.

8 Custom and Practice

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

9 Flexibility Arrangements

9.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement where:

- (a) the flexibility arrangement deals with one or more of the following matters:
 - (i) overtime penalty rates in order to cater for personal or family circumstances of the employee concerned; or
 - (ii) hours of work,
- (b) the flexibility arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in clause 9.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and the employee, without coercion or duress.

- 9.2** An individual flexibility arrangement may only be made after the employee has commenced employment with the Company.
- 9.3** Where the Company wishes to initiate the making of an individual flexibility arrangement, the Company must give the employee a written proposal.
- 9.4** If the Company proposes to enter into an individual flexibility arrangement with an employee, the Company must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.
- 9.5** The Company must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Company and employee;
 - (c) is signed by the Company and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement,
 - (e) states the day on which the arrangement commences;
 - (f) is about permitted matters under section 172 of the Act;
 - (g) does not include unlawful terms under section 194 of the Act; and
 - (h) describes how the individual flexibility arrangement can be terminated.
- 9.6** The Company must give the employee a copy of the individual flexibility arrangement within 14 days of agreement by both parties to enter the arrangement.

- 9.7** The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving the other party to the arrangement a period of 28 days' written notice; or
 - (b) at any time, if the Company and employee agree in writing.

10 Conduct of the Parties

- 10.1** The parties agree that mutual respect and good faith is necessary to achieve an efficient and mutually beneficial relationship.
- 10.2** 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.
- 10.3** 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 by:
 - (i) refraining from capricious or unfair conduct that undermines the Agreement;
 - (ii) giving genuine consideration to, and responding to, the positions and proposals of other parties in relation to any Disputes; and
 - (iii) disclosing information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner.

11 Negotiation of Next Agreement

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

11.2 In order to facilitate those negotiations, the Company will release delegates from each State/Territory to attend the negotiations as follows:

- (a) one delegate representative from each of the following locations: Western Australia, South Australia and Northern Territory;
- (b) three delegates from Victoria/Tasmania;
- (c) five delegates from New South Wales/Australian Capital Territory; and
- (d) two delegates from Queensland.

11.3 The Company will:

- (a) pay those representatives their Average Earnings for all days spent in the negotiations;
- (b) provide venues for negotiations along with catering and payment for flights, accommodation and reasonable meal and other expenses in line with Company policy for all TWU delegates;
- (c) for TWU delegates attending negotiations that extend for two consecutive days in their home State, the Company will pay for one night of accommodation and reasonable meal expenses in line with Company policy; and
- (d) consent for the delegate representatives to facilitate pre-survey, claim endorsement and negotiation report back meetings in respect of all relevant yards on paid time.

Part 2 – Productivity, Consultation, Training and Dispute Resolution

12 Productivity Improvements

- 12.1** The parties agree that the following will represent work practices and/or goals agreed to be in the interest of the parties and which will assist the Company to achieve its Service Quality Assurance required standards.
- 12.2** All the employees who are involved in handling freight will:
- (a) handle same in a correct and proper manner and agree that the practice of “throwing freight” should be eliminated;
 - (b) aim to improve the quality of loading, for example by eliminating misdirects, damages and achieving improved linehaul utilisation;
 - (c) the employees will strive to achieve that all freight is both stickered and cubed to a 100% accuracy;
 - (d) the employees who are drivers will have as their prime objective to achieve the earliest possible departure and arrival times from and back to the Company’s terminal. Our daily objective and goal is to strive for continuous improvement. Every driver must apply themselves to achieving their personal best results in deliveries, pickups and unloading times.

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

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

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

(iv) ensure that pick-ups are effected as quickly and efficiently as possible.

- 12.3** There will be no targets, unless otherwise agreed by the parties, on the number of deliveries per day and all parties agree that, as individuals, they will all perform their duties in such a manner that they will strive for continuous improvement as a joint objective.
- 12.4** For those drivers who are bulk drivers, it is agreed that every effort will be made by each driver to assist the run drivers with, wherever possible, deliveries that are in the immediate vicinity of their bulk deliveries and discretion needs to be used by all parties to ensure that these deliveries are maintained at a controlled level.
- 12.5** It is further agreed that management will assist wherever possible to ensure that all freight is presented to drivers as early as possible to achieve earlier on road times. The improved on-road times will allow sufficient time to be continually improving delivery results.
- 12.6** The employees will assist in the reduction of service failures in all categories.
- 12.7** A joint co-operative effort will be made to reduce non-genuine sick leave with progress to be monitored.
- 12.8** Where directed, employees will utilise hand-held scanners and any other equipment relating to bar-coded technology to 100% accuracy in line with Company policy. This includes the scanning of labels, manifesting of run sheets and the collection of “real time” electronic delivery signatures.

13 Settlement of Disputes

- 13.1** If a dispute relates to:
- (a) a matter arising under the Agreement;
 - (b) the NES; or
 - (c) the employment relationship (with the exception of termination of employment),
- this term sets out procedures to settle the dispute.

13.2 An employee who is a party to the dispute may appoint a representative which may include a TWU delegate for the purposes of the procedures in this term.

13.3 The Dispute, 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.
- (c) If the matter remains in dispute, it must next be discussed with the relevant state manager of the Company (or the General Manager). The TWU Secretary (or his/her nominee) has the right to attend at, and participate in, this discussion as the representative of an employee provided that the relevant TWU Branch Secretary is the representative of the employee's choice.
- (d) If the matter remains in dispute, either party may refer the Dispute to the Fair Work Commission (**FWC**) for conciliation. For this purpose, it is agreed that action the FWC may take includes arranging conferences of the parties or their representatives at which the FWC is present; and arranging for the parties or their representatives to confer among themselves at conferences at which the FWC is not present.
- (e) If the matter is not resolved in a 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; and

- (ii) before making a determination the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute.

(f) 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; and
- (iv) the decision of the Full Bench in the appeal will be binding upon the parties.

13.4 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, provided that:

- (a) the affected employee(s) complies with reasonable directions given by the Company to perform work as required;
- (b) if a party relies on this clause 13.4, the other party to the Dispute may refer the matter directly to the FWC in accordance with clause 13.3(e) of this Agreement; and
- (c) no party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

13.5 However, where the reliance on clause 13.4 of this Agreement results in continuation of work causing a serious and imminent occupational health and safety/workplace health and safety risk, in those circumstances, the status quo will not apply and 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.

13.6 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.

13.7 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.

14 Consultation

14.1 This clause applies if the Company:

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

Major Change

14.2 For a major change referred to in paragraph 14.1(a):

- (a) the Company must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) subclauses 14.3 to 14.9 apply.

14.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

14.4 If:

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

the Company must recognise the representative.

14.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees and the Union:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees.

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

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

14.6 However, the Company is not required to disclose confidential or commercially sensitive information.

14.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees or the TWU.

14.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 14.2(a) and subclauses 14.3 and 14.5 are taken not to apply.

- 14.9** In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees;
 - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace;
 - (g) the restructuring of jobs;
 - (h) contracting out of work currently performed by the Company's employees; or
 - (i) the alteration of the Company's Drug and Alcohol policy.

Change to Regular Roster or Ordinary Hours of Work

14.10 For a change referred to in paragraph 14.1(b):

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses 14.11 to 14.15 apply.

14.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

14.12 If:

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

the Company must recognise the representative.

14.13 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change;

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

14.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

14.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

14.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in subclause 14.1.

15 Consultative Forums

15.1 Yard Committees

- (a) The parties agree to form a Yard Committee composed of representatives of both the Company and the employees at all yards.
- (b) The Yard Committee will be the consultative body where each of the parties will discuss any matters that are not deemed by the Company to be confidential relating to:
 - (i) major workplace change;
 - (ii) safe systems of work/drug and alcohol and safe driving plans;
 - (iii) work organisation;
 - (iv) any potential redundancies;
 - (v) business performance;
 - (vi) measures to retain and attract new employees;

- (vii) issues around fleet drivers parking at or near customer sites;
 - (viii) the use of supplementary labour, including Outside Hire and Labour Hire agencies;
 - (ix) the reasons for the use of supplementary labour;
 - (x) the hours worked by full-time employees (including overtime) and Outside Hire;
 - (xi) the ratio of casual employment to the number of directly hired employees at the relevant Yard;
 - (xii) fair and reasonable implementation of annual leave requests;
 - (xiii) application of and compliance with this Agreement; and
 - (xiv) safe systems of work/drug and alcohol and safe driving plans.
- (c) The Yard 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.
- (d) Each Yard Committee will consist of at least one Union delegate and one senior management representative and one Branch Secretary (or his/ her nominee). Where possible, the employee representatives nominated for election should constitute a fair representative sample of the respective work functions at each relevant Branch. Each Yard Committee will meet on a monthly basis except where a meeting is otherwise necessary pursuant to clauses 14 and 15.1(b) of this Agreement.
- (e) Each Yard Committee may request access to any information relating to the matters identified in this clause, and the Company will not unreasonably withhold such information. However, where such information is deemed confidential or commercially sensitive, the Company will discuss this matter with the relevant Union Branch Secretary (or his or her nominated Union Official) for that State or Territory.
- (f) The Company will recognise and allow the voluntary attendance of any fleet operator, line haul operator or Labour Hire employee at any yard meeting.

15.2 National and State Consultative Committee Meetings

- (a) The Company agrees to convene a minimum of two National Consultative Committee (NCC) meetings each year on date(s) as agreed between the parties, to discuss those matters contained in clause 15.1(b) of this Agreement at a National level. Each NCC meeting will consist of 2 days.
- (b) The Union delegates represented at the National Committee meeting will be the same as those in clause 11.2.
- (c) The Company agrees to convene a minimum of three State Consultative Committee meetings each year on date(s) as agreed between the parties, to discuss those matters contained in clause 15.1(b) of this Agreement at a State/Territory level 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;
 - the Company's progress toward its outside hire ratio;
 - 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; and
 - (ii) issues arising out of clauses 7.3, 7.7 and 7.8 of this Agreement.
- (d) The Union delegates represented at the State or Territory Consultative Committee meeting will be no less than one delegate per Yard.

16 Training

- 16.1** As the Company embraces the technological advances and industrial reform essential for its success, it is critical that employees embrace the concepts of multi-skilling and additional training. This means that drivers and Freight Handlers may be required to learn and experience different factors of the operation.
- 16.2** All new employees are required to complete a Company induction program which will include an introduction from the relevant employee representative.
- 16.3** Where an employee completes training at the direction of, and as scheduled by, the Company this will be treated as paid time for the time spent completing the training. If the training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay.
- 16.4** 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.
- 16.5** 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.
- 16.6** Members of WHS or OH&S committees will receive WHS or OH&S accredited training.
- 16.7** The parties agree that all new employees covered by this Agreement will undertake a "Blue Card" safety awareness Training Program, conducted by a licensed "Blue Card" training provider. This training is to be provided during the initial Company induction training referred to above, or as otherwise scheduled during the life of this Agreement.
- 16.8** The Company will also provide for the renewal of Blue Cards as they expire.

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

17 Safe Systems of Work

- 17.1** The Company agrees that all work will be performed lawfully and in accordance with safe systems of work which will include:
- (a) a requirement to consider and assess matters in respect of fatigue, speed, mass management, load restraint and maintenance in order to eliminate and/or minimise all risk;
 - (b) a requirement to meet the cost of medical and other health related examinations in accordance with clause 35 below;
 - (c) putting in place systems and related measures pertaining to safe scheduling and trip management, safe driving plans and related policies and procedures;
 - (d) putting in place comprehensive and effective fatigue management practices and controls;
 - (e) a drug and alcohol policy designed to eliminate drug use amongst Transport Workers, supplementary labour and Outside Hire and to ensure that no Transport Worker or supplementary labour worker or Outside Hire worker performs work if they are impaired by drugs or alcohol. The policy may include saliva testing (but must not include more invasive forms of testing);
 - (f) the Company will use its best endeavours to comply with record keeping requirements for accountability and compliance purposes in relation to the following:
 - (i) chain of responsibility initiatives, compliance initiatives and standards documents; and

- (ii) engagement of Company contractors, fleet Outside Hire, contractors and linehaul operations for supplementary or support work,
- (g) the Company commits to working with its employees and the TWU to ensure that all Transport Workers employed by the Company or any Transport Worker completing work on the Company's sites are appropriately; inducted, trained, familiar with the contents of this Agreement where appropriate and familiar with all relevant policies and procedures in relation to their respective Yard; and
- (h) the Company commits to hold discussions with the Union about its participation in an industry project concerning education related, health and safety matters.

18 Access to the Agreement & the NES

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 TWU Recognition and Freedom of Association

- 19.1** The Company recognises the TWU as the union capable of representing Transport Workers employed by the Company and acknowledges that the TWU has the right to manage its own affairs.
- 19.2** The Company agrees to facilitate paid monthly yard meetings of up to 30 minutes duration at which time the Union will have the opportunity to address Transport Workers. This clause does not prohibit the attendance of any Transport Worker not rostered to work at any yard meeting. However, where a Transport Worker is not rostered to work when a yard meeting is scheduled to occur, that Transport Worker will not be paid for having attended the relevant yard meeting.

- 19.3** The Company and the Union will consult on organising the most effective time for yard meetings to occur taking into account operational requirements. This clause will not affect any Existing Arrangement allowing for more or less frequent meetings.

20 Workplace Delegates' Rights

- 20.1** This clause 20 provides for the exercise of the rights of Workplace Delegates set out in section 350C of the Act.
- 20.2** Under section 350C(4) of the Act, the Company will be taken to have afforded a Workplace Delegate the rights mentioned in section 350C(3) if the Company has complied with clause 20.
- 20.3** In clause 20:
 - (a) **Delegate's Organisation** means the employee organisation in accordance with the rules of which the Workplace Delegate was appointed or elected; and
 - (b) **Eligible Employees** means members and persons eligible to be members of the Delegate's Organisation who are employed by the Company in the enterprise.
 - (c) **Workplace Delegate** has the same meaning as contained in section 350C(1) of the Act and includes TWU Delegates.
 - (d) **TWU Delegate** means a Workplace Delegate that is a member of the Union.
- 20.4** Before exercising entitlements under clause 20, a Workplace Delegate must give the Company written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 20.5** An employee who ceases to be a Workplace Delegate must give written notice to the Company within 28 days.
- 20.6 Right of Representation**
 - (a) A Workplace Delegate may represent the industrial interests of Eligible Employees who wish to be represented by the Workplace Delegate in matters including:

- (i) consultation about major workplace change;
- (ii) consultation about changes to rosters or hours of work;
- (iii) resolution of disputes;
- (iv) disciplinary processes;
- (v) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Delegate's Organisation with enterprise bargaining; and
- (vi) any process or procedure within an award, enterprise agreement or policy of the Company under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

20.7 Entitlement to Reasonable Communication

- (a) A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under clause 20.6. This includes discussing membership of the Delegate's Organisation and representation with Eligible Employees.
- (b) A Workplace Delegate may communicate with Eligible Employees during working hours or work breaks, or before or after work.

20.8 Entitlement to Reasonable Access to the Workplace and Workplace Facilities

- (a) The Company must provide a Workplace Delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and Eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Company to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;

- (iv) a lockable filing cabinet or other secure document storage area; and
- (v) office facilities and equipment including printers, scanners and photocopiers.

- (b) The Company is not required to provide access to or use of a workplace facility under clause 20.8(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

20.9 Entitlement to Reasonable Access to Delegate Training Leave

- (a) In each calendar year the Company will provide TWU Delegates with access to a pool of paid time off during normal working time at the rate of the TWU Delegate's Average Earnings in accordance with the following table.

Location employee is based	Available leave pool
NSW/ACT	240 days
VIC/TAS	77 days
QLD	83 days
SA/NT	42 days
WA	48 days

- (b) The Company will provide a Workplace Delegate who is not a TWU Delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees.

- (c) In subclause 20.9(b), payment for a day of paid time during normal working hours means payment of the amount the delegate would have been paid for the hours they would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) Workplace Delegates may access the relevant leave under sub-clauses 20.9(a) or 20.9(b) of this Agreement subject to the following conditions:
- (i) delegates' training leave may be used to attend training related to representation of the industrial interests of Eligible Employees;
 - (ii) unused delegates' training leave does not accumulate from year to year;
 - (iii) in each financial year commencing 1 July, the Company is not required to provide access to paid delegates' training leave to more than one non-TWU Workplace Delegate per 50 Eligible Employees;
 - (iv) the number of Eligible Employees will be determined on the day a Workplace Delegate requests delegates training leave, as the number of Eligible Employees who are:
 - full-time or part-time employees; or
 - regular casual employees,
 - (v) the Workplace Delegate or the relevant union will, in advance, consult with the Company as to the nature, timing and duration of any period of delegates' training leave being sought. Without limiting the foregoing, the Workplace Delegate must give the Company not less than 5 working days' notice (unless the Company and Workplace Delegate agree to a shorter period of notice); and
 - (vi) the Company must consider any request made and advise the Workplace Delegate, whether the Workplace Delegate's access to delegates' leave has been approved.

Such approval must not be unreasonably withheld.

- (e) In addition to 20.9(d)(i), TWU Delegates may access the leave under sub-clause 20.9(a) of this Agreement to attend meetings and information sessions conducted by the Union and to be involved in Union campaigning, and for any other reasonable union business.

20.10 Long Term Release of TWU Delegates

- (a) Subject to operational requirements, the Company agrees to release up to 5 TWU Delegates per calendar year for secondments to the TWU.
- (b) These secondments can be up to 3 months duration, must be taken in a single continuous block, and cannot occur during the Company's peak operating period.
- (c) TWU Delegates must provide at least 1 month's notice of any request to access a release.
- (d) An approved release will be treated as leave without pay. At the request of the TWU the Company will, however, convert this to paid leave. The maximum amount of leave that the Company will convert in any calendar year and across all TWU Delegates will be 100 days.

20.11 Exercise of Entitlements under Clause 20

- (a) A Workplace Delegate's entitlements under clause 20 are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent Eligible Employees exercising their rights to freedom of association.

- (b) Clause 20 does not require the Company to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.
- (c) Clause 20 does not require an Eligible Employee to be represented by a Workplace Delegate without the employee's agreement.

20.12 NOTE: Under section 350A of the Act, the Company must not:

- (a) unreasonably fail or refuse to deal with a Workplace Delegate;
- (b) knowingly or recklessly make a false or misleading representation to a Workplace Delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a Workplace Delegate under the Act or clause 20.

20.13 If a term of the Award provides a more beneficial entitlement for a Workplace Delegate than a term contained within this clause, the term of the Award will apply to the extent of any inconsistency.

21 Union Inductions

21.1 Consistent with its recognition of the rights of Transport Workers to freely associate with the TWU, the Company will allow for Union inductions of all newly employed Transport Workers and where applicable, any currently employed Transport Workers who have previously been unable to attend a Union induction, to be conducted as part of the Company's normal induction process.

21.2 These Union inductions will be for no more than 30 minutes in duration and subject to local arrangements.

21.3 As part of the Union induction process, representatives of the Union will be given an opportunity to induct all Company employees in accordance with the following procedure:

- (a) A room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
- (b) 30 clear minutes will be allowed for the induction to take place;

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

21.4 This clause 21 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.

22 Right of Entry

22.1 The Company recognises and respects the TWU's ability to exercise right of entry in accordance with the right of entry provisions in the Act and Work, Health & Safety legislation, as amended from time to time.

Part 3 – Types of Employment and Termination of Employment

23 Work Organisation

- 23.1** 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.
- 23.2** 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.
- 23.3** 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.
- 23.4** The Company will provide all gear necessary for the unloading of vehicles and the securing of loads thereon.

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 may be varied by consent.
- (e) The terms of the agreement or any variation to it must be in writing and retained by the Company. A copy of the agreement and any variation to it must be provided to the employee by the Company.
- (f) A part-time employee working ordinary hours 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 set in accordance with clause 24.4(b)(i) or varied in accordance with clause 24.4(d) will be paid at the appropriate overtime rate.

24.5 Casual Employment

- (a) The Company must, wherever practicable, notify a Casual Employee if their services are not required the next working day.
- (b) For a Casual Employee working ordinary hours, the minimum engagement is to be four hours.

- (c) A Casual Employee must be paid at the base hourly minimum rate for their classification referred to in clause 30, plus the casual loading (in lieu of payment for public holidays on which they do not work, paid leave entitlements (including annual leave and personal leave), notice and redundancy entitlements)) prescribed in the following table.

Location employee is based	Casual Loading (% of base hourly rate)
VIC, TAS, QLD, SA, NT, WA	25%
NSW, ACT	23.33%

- (d) In addition to normal overtime rates, a Casual Employee while working overtime or outside of ordinary hours, will be paid a loading of 10% of the base hourly minimum wage rate for their classification instead of the loading in clause 24.5(c).

24.6 Conversion of Casual Employment

- (a) A Regular Casual Employee may apply to convert their employment to permanent employment in accordance with the Casual Conversion process set out in the NES.
- (b) A **Regular Casual Employee**, for the purposes of this clause 24.6, is an employee who, during at least the last 6 months, has been employed by the Company on a regular and systematic basis, and 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

- (a) The Company acknowledges the interests of the employees and the Union in relation to the appropriate use of casual employment.

- (b) To this end the Company:

- (i) agrees to enter discussions on a State-by-State basis during the life of this Agreement to reach a mutually acceptable ratio of Casual Employees to the total number of directly hired employees to be averaged over a 12-month period in order to take into account seasonal fluctuations and peak periods in customer volumes; and
- (ii) agrees that these discussions will take place on a monthly basis during the life of this Agreement through the local Yard Committees in each State and Territory.

- (c) The parties to this Agreement agree that any yard agreement reached during the life of this Agreement in relation to the ratio of casual employment for that particular yard or depot will form part of this Agreement from the date of the yard agreement and will be taken to be contained in this Agreement from that date as if it were incorporated in the relevant State/Territory Appendix of this Agreement.

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;

- (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.

25 Labour Hire

- 25.1** The parties agree that any person hired through a Labour Hire agency will be paid the same rate specified in the Agreement for the relevant work performed from the Commencement Date.
- 25.2** Any person hired through a Labour Hire agency who has completed a qualifying period of 6 months service will be able to request conversion to direct employment with the Company. Requests will be progressed in accordance with the Casual Conversion process set out in the NES and this Agreement, subject to the following:
- (a) in the event a person hired through a Labour Hire agency makes an application under this clause at the same time as a directly employed casual, the directly employed casual will have preference over available roles; and
 - (b) however, in the event a person hired through a Labour Hire agency misses out on a permanent role in this circumstance, they may apply for any vacant directly employed casual roles that may become available.

26 Fleet Outside Hire and Contractors

26.1 Payments

- (a) The Company will use all reasonable endeavours to ensure that Outside Hire companies and contractors, utilised to perform fleet duties after the Commencement Date will be paid a total remuneration rate to reflect both their fixed operating costs and a labour component for the relevant work performed by them or their employees for or on behalf of the Company.
- (b) The parties agree that:
 - (i) the non-labour component (i.e. the fixed component) for contractors and 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; and
 - (ii) the labour component will be the base rate specified in the relevant Appendix to this Agreement for the relevant classification.
- (c) The Parties further agree that, without reducing the total amount payable under clause 26.1(b), agreement may be reached with Outside Hire companies and contractors to vary the proportional allocation of any payments to labour and non-labour components.

26.2 Outside Hire Ratio

- (a) The Company will seek to maintain the amount of Outside Hire it utilises to no more than 40% of the total hours (including Outside Hire) in each state during the first year after the Commencement Date and endeavour to reduce this to 35% thereafter.

- (b) 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 14.

26.3 If the Company experiences problems with the implementation of this clause, owing to a Genuine Emergency, the Company will discuss alternative arrangements with the relevant Branch Secretary (or his/her nominee) of the TWU to ensure its business needs are met.

26.4 Compliance

- (a) The Company will use reasonable endeavours to implement commercial arrangements with all Outside Hire companies (excluding individual subcontractors engaged prior to 28 February 2022 who utilise the recipient created tax invoice) process of the Company) which require compliance with the following:
- (i) compliance with all applicable 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;
 - (ii) compliance with all health and safety requirements that apply generally to the Company's sites, as far as reasonably practicable;
 - (iii) payment of the applicable labour rates set out in clause 26.1;
 - (iv) 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;
 - (v) maintenance of payslips in accordance with legislative obligations;

- (vi) 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;
- (vii) maintaining all necessary insurances and registration in respect of vehicles, and paying all taxes and fees relating to the ownership or use of vehicles;
- (viii) maintaining a Workers Compensation Certificate of Currency for all drivers and other relevant employees performing work for on behalf of the Company;
- (ix) 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);
- (x) 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;
- (xi) participation in the Company's compliance process as follows:
 - any new Outside Hire companies engaged by the Company after the Commencement Date of this Agreement will 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; and

- following receipt of the completed compliance declaration form, 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;
- (xii) 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 sub-clause 26.1(b)(ii), non-labour components agreed under sub-clause 26.1(b)(i) and any other applicable terms of this Agreement; and
- (xiii) provision of such other information as may be reasonably required by the Company from time to time.

26.5 Other Obligations

- (a) The parties agree that the primary purpose for which the Company is conducting the compliance process referred to in clause 26.4 is so as to ensure that Outside Hire companies abide by their obligations under this Agreement including in particular clauses 26.1 and 26.4.
- (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 26.4 and reflected in its commercial arrangements, the Company will exercise its rights to conduct an investigation into the alleged non-compliance. Where this evidence is presented to the Company by the TWU, the Company will inform the TWU of the investigation outcome, including whether a breach has been found and any action taken.

- (c) Where the Company is satisfied that an Outside Hire company performing work under this Agreement has not complied with one or more of its obligations under this Agreement, the Outside Hire company will be issued with a breach notice by the Company requiring rectification of the breach within fourteen (14) days. The breach notice must inform the Company that if the breach is not rectified within 14 days the Company may terminate the Outside Hire agreement.
- (d) The Company will provide a summary of the compliance declarations received from Outside Hire companies in the form of Appendix I at the Yard Committee referred to in clause 15.1 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 26.5(c) above; and
 - (vii) a sample of documentation obtained by the Company from the Outside Hire company (subject to the limitations in clause 26.5(f) below).
- (e) The information set out above in 26.5(d) will be provided to the State Consultative Committee meeting in a summary form and will include the number of compliance declarations received, any breaches identified, and any matters of state significance identified by the Consultative Committee.

- (f) Where an investigation under clause 26.5(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.

26.6 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.

26.7 If the Company experiences problems with the implementation of this clause 26, owing to a Genuine Emergency, the Company will discuss alternative arrangements with the relevant Branch Secretary (or his/her nominee) of the TWU to ensure its business needs are met.

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 is remunerated for his or her labour at a rate that is at or above the *Road Transport (Long Distance Operations) Award 2020*.
- 27.2** The Company agrees to be proactive in monitoring compliance with linehaul operations (meaning owner drivers, contractors or fleet operators who perform long distance operations as defined in the *Road Transport (Long Distance Operations) Award 2020*. To this end, the Company agrees that the relevant Yard Committee may request access to Company records in respect of linehaul compliance and the Company will not unreasonably refuse any such request.

27.3 The parties agree that any reported non-compliance in respect of linehaul operations will be managed pursuant to the Company's Chain of Responsibility policies and procedures.

27.4 Where possible, the Company will use all reasonable endeavours to ensure that there is a written agreement between the Company and each fleet Outside Hire and/or contractor.

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 with the Company	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) An employee over 45 years of age who has completed at least two years employment with the Company is entitled to receive an additional one weeks' 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 4 hours' notice, or by payment of 4 hours wages in lieu of notice.

28.2 Notice of Termination by an Employee

- (a) 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.
- (b) If an employee who is at least 18 years old does not give the period of notice required, then the Company may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- (c) If the Company has agreed to a shorter period of notice than that required under clause 28.2(a), then no deduction can be made under clause 28.2(b).

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

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.

29.2 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.

29.3 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 at the time of the termination of employment.

29.4 Employees previously employed under the Australian Air Express On Airport Enterprise Agreement have preserved redundancy provisions in Appendix K.

29.5 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.

29.6 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 29, had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

29.7 Job Search Entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' 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 (1) 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.

Part 4 – Wages, Allowances and Related Matters

30 Wage Increases and Rates of Pay

30.1 Employees shall be paid the base rates of pay set out in Appendix B, C, D, E, F, G or H (as relevant) to this Agreement. The rates of pay specified in these Appendices are inclusive of the following increases:

- (a) an increase of 4% from the first full pay period on or after 1 September 2024 for employees who are employed on or after the Commencement Date;
- (b) a further compounding increase of 4% from the first full pay period on or after 1 September 2025; and
- (c) a further compounding increase of 3% from the first full pay period on or after 1 September 2026.

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

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

31 Juniors

31.1 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.

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

32 Higher Duties

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

32.2 Where an employee is temporarily appointed to a role at a higher grade, any annual leave, personal leave or payment for public holidays falling within the approved period of the higher grade will be paid at the higher-grade rate of pay.

33 Allowances

33.1 Allowances and Indexation

- (a) The allowances payable to employees are set out in this clause 33 and in the various appendices of this Agreement.

- (b) With the exception of the Team Leader and Meal allowances, the allowances payable to employees set out in this clause 33 are to be increased in line with any increases in equivalent allowances under the Award.

33.2 Travelling Allowance

- (a) An employee engaged in ordinary travelling on duty, or on work on which the employee is unable to return home at night shall be paid personal expenses reasonably incurred in travelling and shall be paid at least \$40.08 per day. Provided that where an employee travels by boat or other conveyance in which the ticket includes meals and bed, the employee shall not be entitled to the said allowance.
- (b) An employee prevented from returning with the employee's turn-out to the depot, yard or garage from which the employee started shall be paid any travelling expenses required to be incurred and as if for time worked for the time the employee reasonably takes to get home beyond the time it would ordinarily have taken to get home from the depot, yard or garage.

33.3 First Aid Allowance

An employee holding a current first aid qualification from St. John Ambulance or similar body and appointed by the Company to perform first aid duty shall be paid an amount of \$15.61 per week for any week so appointed. The Company will reimburse the cost of fees for any courses necessary for any employee covered by this clause 33.3 to obtain and maintain the appropriate first aid qualification as current.

33.4 Team Leader Allowance

- (a) 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.
- (b) Full-time employees (excluding workshop mechanics) who are appointed to perform a Team Leader function will receive a Team Leader allowance as follows:

- (i) VIC/TAS, QLD and NSW/ACT: \$160.35 per week; and
 - (ii) All other states: \$111.40 per week.
- (c) The Team Leader allowance set out in clause 33.4(b)(i) will be increased during the life of this Agreement in line with the wage increases set out in clause 30.1(b) & (c) starting from September 2025.
 - (d) 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 (excluding workshop mechanics).

33.5 Meal Allowance

- (a) An employee required to work overtime for two (2) hours or more after working ordinary hours shall be paid a post-shift meal allowance (which will be indexed annually starting from September 2025 with wage increases set out in clause 30.1(b) and (c) of this Agreement) of:
 - (i) \$31.25 in NSW (excluding Sydney Metro Drivers) and ACT; and
 - (ii) \$29.92 in all other States.
- (b) Where an employee is paid the meal allowance in clause 33.5(a), they will not be entitled to any crib payment under this Agreement or otherwise.
- (c) An employee required to commence work two (2) hours or more prior to the normal starting time must be paid the amount of \$19.29 as a pre-shift meal allowance.

34 Articles of Clothing

- 34.1 Where the Company requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, the Company must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause 34.1 do not apply where the special clothing is provided for by the Company.

- 34.2** Where an employee is required by the Company to work continuously in conditions in which, because of their nature, the clothing would otherwise become saturated, the Company must reimburse the employee for the cost of purchasing protective clothing. The provisions of this clause 34.2 do not apply where the protective clothing is provided for by the Company.
- 34.3** 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 34.3 do not apply where the overalls are provided by the Company or to employees who are required, as an adjunct to their normal duties, to check such things as vehicles, oil, water and tyres.
- 34.4** Protective clothing provided to the employee by the Company shall remain the property of the Company, and the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

35 Medical Checks

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

36 Payment of Wages

- 36.1** All earnings, including overtime, shall be paid on a day to be fixed by the Company, but not later than Thursday of each week. Once fixed, the day shall not be altered more than once in three months.
- 36.2** All payments of wages to employees will be made by electronic funds transfer.
- 36.3** All earnings, including overtime, shall be paid within four business days of the expiration of the week in which they accrue.
- 36.4** Notwithstanding anything contained in this clause 36, the Company shall pay to an employee who leaves or is dismissed all moneys due to the employee forthwith.

37 Superannuation

- 37.1** The Company will make compulsory superannuation contributions on behalf of the employees covered by this Agreement as required under the *Superannuation Guarantee (Administration) Act 1992* (Cth). The contribution rate the Company will use to calculate superannuation contributions will be:
- (a) 12%; and
 - (b) 13% from the first full pay period on or after 1 September 2026.
- 37.2** Individual employees may have these contributions paid into an approved and complying superannuation fund of their choice insofar that legislation permits.
- 37.3** However, where any individual employee does not nominate a complying superannuation fund or fails to do so within the prescribed time, the Company will request the employee's Staped Superannuation Fund details from the Australian Taxation Office. The Company will make contributions to any Staped Superannuation Fund details received in response to this request. In the absence of a Staped Superannuation Fund, the Company will make contributions to the Default Fund (TEAM Super – or any successor fund), which is a compliant fund offering a MySuper product.
- 37.4** The Company will provide an opportunity for an authorised representative of the TEAM Super fund to have a no less than thirty (30) minute induction with employees to discuss financial options.

38 Aviation and Maritime Security ID Cards

- 38.1** Where the Company directs an employee to obtain either an Aviation Security Identification Card (ASIC) or a Maritime Security Identification Card (MSIC), the cost to the employee of such a card shall be reimbursed to the employee upon production of proof of expenditure.
- 38.2** The Company can direct an employee to obtain the ASIC/MSIC from a specific provider and the employee shall comply with such a direction in a timely manner.

- 38.3** The Company shall only be responsible for the reimbursement of the direct and immediate costs associated with the ASIC/MSIC. The Company shall not be responsible for the reimbursement of any additional costs.
- 38.4** 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.
- 38.5** If an employee terminates their employment during a probationary period not exceeding 3 months, the Company may withhold from any outstanding moneys due, an amount no greater than the costs reimbursed by the Company pursuant to clause 38.1.
- 38.6** 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, an amount no greater than the costs reimbursed by the Company pursuant to clause 38.1.
- 38.7** 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.
- 38.8** If the Company meets the costs of the ASIC/MSIC directly, then the provisions of clauses 38.5 and 38.6 will apply as if the Company had reimbursed the costs referred to.

Part 5 - Hours of Work and Related Matters

39 Ordinary Hours of Work, Day Work

39.1 The full-time ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (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.

39.2 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 (on that site/shift) and, if the employee(s) require, the employee's representative. Agreement may also be reached between the Company and an individual employee.

39.3 The ordinary hours of work shall not exceed eight (8) hours per day and shall be worked continuously (except for meal breaks) between the hours of 5.30 am and 6.30 pm. The spread of ordinary hours may be altered in any depot, yard or garage by one (1) 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.

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

- (a) Providing for a rostered day off (**RDO**):
 - (i) by employees taking an RDO in accordance with the roster implementing the work cycle in the depot, yard or garage;

- (ii) an employee's normal RDO may be changed by agreement between the Company and employee and, if the employee requires, the employee's representative. In the absence of agreement, forty-eight (48) hours' notice of such alteration shall be given to the employee;

- (iii) RDOs may be accumulated to a maximum of ten (10) days after which they will be paid out;

- (iv) accumulated RDOs may be paid out at the request of an employee and by agreement with the Company. RDOs will be paid out at the relevant ordinary time hourly rate, and the RDO accruals will be reduced accordingly. Payout will occur in the next available pay week; and

- (v) an employee may apply to use accrued RDOs in the same manner as annual leave.

(b) Working ordinary hours over five (5) days, Monday to Friday inclusive of not more than 7 hours 36 minutes continuously (except for meal breaks):

- (i) where the Company either engages twenty (20) employees or less or operates fifteen (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 (5) days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that RDOs 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 (5) days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that RDOs be taken on any or all of such days; or
- (iv) where written agreement has been reached between the Company and the majority of employees. Provided that written agreement must not be unreasonably withheld by the employees and must not be unreasonably requested by the Company.

40 Ordinary Hours of Work, Shift Work

40.1 Definitions

For the purposes of this clause:

- (a) **shiftwork** means work extending for at least two (2) weeks and where ordinary hours are performed either in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am or on weekends or in regular rotating periods (but does not include work performed by day workers employed under clause 39).

40.2 Shiftwork Hours and Shift Rosters

- (a) The hours of work of full-time employees on shiftwork must be an average of 38 hours 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 7 consecutive days;
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

- (b) There must be a shift roster which provides for rotation unless it is agreed otherwise by the Company and majority of employees or the Company and an individual employee. The shift roster must be posted in a prominent place in the workplace.
- (c) Shift rosters must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless forty-eight (48) hours' notice is given.

40.3 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 forty-eight (48) hours of being notified of the change.

40.4 Transfer of Day Worker to or From Shiftwork

Unless otherwise agreed between the Company and an employee, day workers must be given at least ten (10) hours off duty immediately before commencing, or after ceasing shiftwork, and may be transferred to or from shiftwork on forty-eight (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 forty-eight (48) hours of being notified of the change.

41 Start Times

- 41.1 A regular starting time for each employee (except Casual Employees) 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.

- 41.2 In addition to clause 41.1, the start time provisions set out in the relevant Appendix shall apply.

42 Breaks

- 42.1 The breaks to which employees are entitled are set out in this clause 42 and in the various appendices of this Agreement.

42.2 Regular Meal Break

- (a) An employee shall not be required to work more than five and a half hours (or five hours for a shiftworker) without being 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) For day workers the meal break shall:
 - (i) be of a regular duration of not more than one (1) hour or less than thirty (30) minutes; and
 - (ii) commence no earlier than three and a half (3.5) hours and no later than five and a half hours (5.5) after an employee's fixed starting time of the ordinary hours of work.
- (c) For shiftworkers, the meal break will be a paid break of twenty (20) minutes.
- (d) If the meal break is not allowed, all time worked after the commencement time of the regular meal break until a break for a meal time is allowed shall be paid for at the rate of ordinary time, plus an additional penalty of 100% of the base hourly rate of pay.

42.3 Overtime Rest Break

- (a) An employee required to work overtime for six (6) hours or more after working ordinary hours shall be allowed a paid break of twenty (20) minutes and thereafter upon completing each four (4) hour period until the overtime work is finished.
- (b) The Company and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

43 Shift Penalties

43.1 Definitions

For the purposes of this clause:

- (a) **Afternoon Shift** means a Rostered Shift finishing after 6.30 pm but not later than 12.30 am;
- (b) **Day Shift** means a Rostered Shift which commences at 5.30 am or later, but finishes at or before 6.30 pm;
- (c) **Night Shift** means a Rostered Shift which finishes after 12.30 am and at or before 8.30 am;
- (d) **Non-continuous Afternoon or Night Shift** means any Afternoon or Night Shift which does not continue for at least five consecutive afternoons or nights;
- (e) **Saturday Shift** means a Rostered Shift the majority of which is worked on a Saturday;
- (f) **Sunday Shift** means a Rostered Shift the majority of which is worked on a Sunday; and
- (g) **Public Holiday Shift** means a Rostered Shift the majority of which is worked on a Public Holiday.

- 43.2** In addition to their base hourly rate of pay, employees will be paid a shift penalty for all ordinary hours worked on specific shifts as set out in the following table:

Shift / Span	% of the base hourly rate
Afternoon Shift	17.5%
Night Shift	30%
Non-Continuous Afternoon or Night Shift	50% for the first three (3) hours and 100% thereafter for each shift
Saturday Shift	50%
Sunday Shift	100%
Public Holiday Shift	150%
Christmas Day or Good Friday	200%

- 43.3** Where more than one of the penalty rates prescribed by clause 43.2 applies, the employee will only receive the penalty that provides the largest benefit.
- 43.4** 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, instead of receiving the public holiday penalty set out in clause 43.2, be paid a loading of 50% of their base hourly rate of pay in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December. Such employee will also be entitled to the benefit of the substituted public holiday.
- 43.5** An employee required to work on a Saturday, Sunday or public holiday will be paid for a minimum of four hours work.

44 Overtime

- 44.1** Subject to the NES and clause 44.2, the Company may require an employee to work reasonable overtime at overtime rates.
- 44.2** 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:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances, including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 44.3** For all overtime work done outside ordinary hours, the rate of pay shall be 150% of the base hourly rate of pay for the first two (2) hours and 200% thereafter.
- 44.4** Where overtime is worked on a public holiday, clause 44.3 will not apply and instead the employee will be paid for the overtime worked at the rate of 250% of their base hourly rate of pay (or 300% of their base hourly rate of pay if the overtime is worked on Good Friday or Christmas day).

- 44.5** In computing overtime, each day's work shall stand alone.

44.6 Rest Period After Overtime

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.
- (b) An employee (other than a Casual Employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of the overtime until the employee has had ten (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 ten (10) consecutive hours off duty the employee shall be paid at 200% of their base hourly rate of pay until released from duty for that period, and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

44.7 Call-back

- (a) An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) shall be paid for a minimum of four (4) hours' work at the appropriate rate for the first recall, and a minimum two (2) hours for each subsequent recall provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period.

- (b) This clause shall not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in circumstances specified in this clause 44.7 shall not be regarded as overtime for the purposes of clause 44.5 where the actual time worked is less than four (4) hours on such recall or on each of such recalls.

44.8 Standing By

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

44.9 Transport of Employees

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

44.10 Time Off Instead of Payment for Overtime

- (a) 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, the Company must, within one (1) week of receiving the request, pay the employee for any overtime worked at overtime rates.

Part 6 - Leave and Public Holidays

45 Annual Leave

45.1 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 if they are regularly rostered to work on Sundays and public holidays.
- (b) To give effect to the additional week of annual leave in the NES, where an employee with twelve (12) months' continuous service is engaged for part of the twelve (12) month period as a seven day 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 (up to a maximum of five (5) days).

45.2 Taking Annual Leave

- (a) The Company will provide a formal response to an employee within 14 days of receiving a formal request from the employee to access annual leave.
- (b) Wherever operationally possible, the Company will fairly approve leave requests to all employees having regard to previous leave requests, previous leave approvals, seasonal considerations and other relevant personal circumstances of each employee making the request as might arise.
- (c) Where such a request for annual leave has been denied, the Company must provide to the employee the reason for having denied the employee's request. The Company must also afford the employee an opportunity to make a further request to access their annual leave having regard to the Company's formal response.

45.3 Leave Loading

During a period of annual leave, an employee will receive a loading equal to 17.5% of the base hourly rate of pay or the relevant shift loading (including relevant weekend penalty rates), whichever is the greater but not both.

45.4 Leave Allowed Before Due Date

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

45.5 Excessive Leave

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

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

45.6 Annual Close-Down

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

- (a) the Company gives not less than one month's notice of its intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close down pursuant to this clause 45.6 also counts as service by the employee with the Company.

45.7 Cashing Out Annual Leave

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

- (a) at least four weeks of accrued annual leave must remain for the employee concerned following the cashing out; and
- (b) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Company and the employee;
- (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.

46 Personal/Carer's Leave & Compassionate Leave

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

46.2 Notice Requirements

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

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

46.3 Evidence Requirements

- (a) When taking personal/carers' leave, an employee shall prove by providing a medical certificate or statutory declaration that the employee was unable on account of personal illness or injury to attend for duty on the day or days for which personal/carers' leave is claimed.

- (b) An employee shall not be entitled to single days of paid personal/carers' leave by reason of personal illness or injury on more than three occasions in any one 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 or support 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 or support by the employee.

47 Community Service Leave

Community service leave is provided for in the NES.

48 Parental Leave

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

49 Public Holidays

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

49.2 Substitution of Public Holidays by Agreement

- (a) The Company and an employee may agree to substitute another day for any public holiday prescribed in the NES provided that:
 - (i) the employee must request the substitution at least four weeks prior to the public holiday in question; and
 - (ii) any request may not be unreasonably refused; however, the Company reserves the right not to grant any request where the employee's facility would otherwise be closed on the relevant public holiday.
- (b) An agreement pursuant to clause 49.2(a) must be recorded in writing and be available to every affected employee.
- (c) An employee who, without the consent of the Company or without reasonable cause, is absent from work on the day before or the day after a public holiday is not entitled to any payment for such public holiday.

50 Long Service Leave

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

Part 7 – Implementation and Signatures

51 Implementation

51.1 Merge of Enterprise Agreements

- (a) This Agreement replaces the:
 - (i) StarTrack – Transport Workers' Union Enterprise Agreement 2021 (**National EA**); and
 - (ii) StarTrack – Transport Workers' Union Enterprise Agreement NSW/ACT 2021(**NSW EA**).
- (b) During bargaining for this Agreement, the parties endeavoured to consider each of the terms and conditions from the National EA and NSW EA and reflect those terms and conditions (or, in some cases, amended terms and conditions) in this Agreement.
- (c) If a particular entitlement or Existing Arrangement has been omitted from this Agreement as a result of a genuine oversight by the parties, the parties will consult in good faith in relation to the application of that entitlement. Where it is agreed (or determined by the FWC in accordance with clause 13) that the omission was a genuine oversight, then that particular entitlement or Existing Arrangement will apply.
- (d) A "genuine oversight" means the omission of a particular entitlement in circumstances where that entitlement was not, during the course of bargaining:
 - (i) the subject of a claim by any bargaining representative; or
 - (ii) specifically discussed between the parties.

51.2 Implementation of Agreed Changes

- (a) This Agreement includes a number of changes from its predecessor Enterprise Agreements.
- (b) Throughout bargaining, StarTrack noted that it may take some time after approval and commencement of the Agreement for it to update its payroll and other systems to reflect the changes.

- (c) StarTrack is committed to implementing system changes as soon as is practicable and will use its best endeavours to complete all work regarding payroll configuration within 6 months of the Commencement Date.
- (d) In the event that it is not able to implement a change by the Commencement Date StarTrack will seek to minimise any impacts this may have on employees.

51.3 Removal of Reference to the Award

- (a) The Parties agree to progress discussions over the life of the Agreement to identify any Award terms that remain applicable to employees engaged under this Agreement with the goal of incorporating these into the text of the next StarTrack enterprise agreement during the next round of bargaining so that the next Agreement does not need to incorporate the Award. This includes ensuring the coverage of the next Agreement is confined to employees in the classifications specified in that Agreement.

51.4 BlueCard

- (a) For any existing employee, who has not undertaken the "Blue Card" Training Program, or whose "Blue Card" has expired, the Company will facilitate the "Blue Card" Training Program within twelve (12) months from Commencement of this Agreement.
- (b) Where requested to do so by the Union, the Company will provide to the Union any records held by it in respect of the training of its employees and their completion/participation in the "Blue Card" Training Program.

51.5 Mental Health Training

- (a) Within the first year after the Commencement Date the Company will release, subject to operational requirements, HSRs and TWU delegates (who wish to participate) to attend the Steering Healthy Minds mental health training course. The Company will not be

responsible for the costs associated with running the Steering Healthy Minds mental health training beyond the release.

52 Signatures

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

Susan Davies

EGM People and Culture

StarTrack Express Pty Limited and StarTrack Retail Pty Ltd,

219 Cleveland Street, Sydney NSW 2012

Signed by a representative of employees covered by the Agreement

Michael Kaine

Transport Workers' Union of Australia

National Secretary

388-390 Sussex Street, Sydney, NSW 2000

Appendix A – Classifications and Gradings

Grade	Classification
1	<p>General hand: greaser and cleaner, yardperson, vehicle washer and detailer, motor driver's assistant/furniture remover's assistant</p> <p>Loader – other than freight forwarder</p> <p>Courier – foot or bicycle</p>
2	<p>Loader – freight forwarder</p> <p>Tow motor driver</p> <p>Driver of a rigid vehicle (including a motorcycle) not exceeding 4.5 tonnes GVM</p> <p>NSW and ACT only: Driver of forklifts with a lifting capacity of up to 4.5 tonnes</p>
3	<p>All States other than NSW and ACT: Driver of a fork-lift up to and including 5 tonnes lifting capacity</p> <p>NSW and ACT only: Driver of forklifts with a lifting capacity between 4.5 and 5 tonnes.</p> <p>Driver of a two-axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes, but not exceeding 13.9 tonnes GVM unless by special permit or registration such vehicle may be up to 15 tonnes</p> <p>GVM Driver of a concrete mixer up to and including 2 cubic metre bowl</p> <p>Distribution facility employee level 1</p>
4	<p>Driver of a three-axle rigid vehicle exceeding 13.9 tonnes GVM</p> <p>Driver oil tractor</p> <p>Radio Operator</p> <p>Driver of fork-lift with a lifting capacity in excess of 5 tonnes and up to and including 10 tonnes lifting capacity</p> <p>Weighbridge attendant</p> <p>Driver of a straddle truck</p> <p>Driver of a concrete mixer over 2 cubic metre bowl and up to 4.9 cubic metre bowl</p> <p>Crane chaser / dogger</p> <p>Distribution facility employee level 2</p>
5	<p>Driver of a fork-lift with a lifting capacity in excess of 10 tonnes and up to 34 tonnes</p> <p>Driver of a rigid vehicle with four or more axles and a GVM exceeding 13.9 tonnes</p> <p>Driver of a rigid vehicle and heavy trailer combination with 3 axles and a GCM of 22.4 tonnes or less</p> <p>Driver of an Articulated Vehicle with 3 axles and a GCM of 22.4 tonnes or less</p> <p>Driver a concrete mixer with 5 cubic metre bowl and over</p>
6	<p>Driver of a rigid vehicle and a heavy trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes up to and including 53.4 tonnes</p> <p>Driver of a mobile crane lifting up to and including 25 tonnes</p>

	<p>Driver of an Articulated Vehicle with more than 3 axles and a GCM greater than 22.4 tonnes</p> <p>Driver of a low loader with a GCM up to and including 43 tonnes</p> <p>Driver of a fork-lift with a lifting capacity over 34 tonnes</p> <p>Transport Rigger</p>
7	<p>All States other than NSW and ACT: Driver of a Double Articulated Vehicle up to and including 53.4 tonnes GCM - including B-Doubles</p> <p>Driver of low loader with a GCM exceeding 43 tonnes</p> <p>Provided that no load shall exceed the limit prescribed by or under any State or Territory legislation</p> <p>Distribution facility employee level 3</p> <p>NSW and ACT only: Driver of Articulated Vehicles with a total of five or six axles or driver of rigid vehicle-trailer combinations with a total of five, six or seven axles. Provided that no load shall exceed the limit prescribed by or under any State or Territory Act</p> <p>Distribution facility employee level 3</p>
8	<p>Driver of a mobile crane with a lifting capacity in excess of 25 tonnes and up to 50 tonnes</p> <p>Driver of a rigid vehicle and trailer(s) or Double-Articulated Vehicle exceeding 53.4 tonnes GCM including B-Doubles</p> <p>Driver of multi-axle platform trailing equipment with a carrying capacity up to and including 70 tonnes capacity</p>
9	<p>Driver of a mobile crane with a lifting capacity in excess of 50 tonnes</p> <p>Driver of a gantry crane</p> <p>Driver of a rigid vehicle with trailer combinations or Articulated Vehicle with trailer combinations exceeding 94 tonnes GCM</p> <p>Distribution facility employee level 4</p> <p>Aerodrome attendant</p>
10	<p>Driver of a multi-axle platform trailing equipment with a carrying capacity in excess of 70 tonnes.</p>

Appendix B – 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 H.

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:

Base Hourly Rates of Pay				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
1	\$33.23260	\$34.56191	\$35.94439	\$37.02273
2	\$34.50932	\$35.88970	\$37.32529	\$38.44505
3	\$35.31687	\$36.72955	\$38.19874	\$39.34471
4	\$35.79288	\$37.22460	\$38.71359	\$39.87500
5	\$37.67260	\$39.17951	\$40.74670	\$41.96911
6	\$37.83083	\$39.34407	\$40.91784	\$42.14538
7	\$39.48504	\$41.06445	\$42.70703	\$43.98825
8	\$42.30308	\$43.99521	\$45.75502	\$47.12768

1.3 Allowances

1.3.1 A driver engaged in the transport of packaged dangerous goods which require placarding by public road will receive an allowance of \$10 per day. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

1.3.2 The Company will ensure that a sufficient number 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 equal to the First Aid allowance.

- 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** 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.
- 1.5.4** It is agreed that the payment specified in clause 1.5.3 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**
- The provisions of this clause apply in respect of the drivers engaged at the Company's branches located in the Sydney metropolitan area.
- 1.6.1** 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.
- 1.6.2** 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 practices.
- 1.6.3** It is agreed that the payments specified in clauses 1.6.1 and 1.6.2 above are in lieu of any entitlement to crib or meal allowance under clause 33.5 of this Agreement.
- 1.7 Crib on Saturdays, Sundays and Public Holidays**
- 1.7.1** An non-shiftwork employee required to work on a Saturday (where it is not an ordinary day pursuant to clause 39.2), Sunday or Public Holiday will be allowed a paid crib break of twenty (20) minutes after (5) hours worked.
- 1.7.2** An non-shiftwork 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 39.2), Sunday or Public Holiday may be allowed the usual weekday lunch break and, in that case, the provisions of clause 1.7.1 above will not apply.
- 1.7.3** Notwithstanding anything contained in this clause, an employee will not be required or permitted to work longer than five and a half (5.5) hours without a break for a meal.
- 1.8 StarTrack Picnic Day**
- 1.8.1** Easter Saturday will be recognised as the "StarTrack Picnic Day".
- 1.8.2** Full time and part time employees will be paid an additional days pay (7.36 hours (pro-rated for part-time employees) at their base hourly rate of pay) in the pay period in which Easter Saturday falls.
- 1.8.3** Casual Employees, provided that they have been employed by the Company for a sequence of periods of employment exceeding 6 months and who have worked either during the week before or the week after the picnic day, will be paid an additional 4 hours at their base hourly rate of pay in the pay period in which Easter Saturday falls.

1.9 Meal breaks for Shiftworkers

1.9.1 Notwithstanding and in lieu of clause 42.2 of this Agreement, all shiftworker Freight Handlers at the Company's branch located in Minchinbury while working on afternoon or night shift will be entitled to a paid meal break of 30 minutes.

1.10 Shift Work – Existing Arrangements

1.10.1 Existing Arrangements as to shift work entered into between the TWU and the Company regarding employees employed prior to 30 November 2015 which provide for more advantageous conditions for employees engaged by the Company prior to that date will not be altered without agreement with the TWU.

1.11 Night Shift Penalties for Freight Handlers Working Friday Night/Saturday Morning Shift at the Newcastle Branch

1.11.1 The provisions of this clause apply in respect of freight handling employees engaged on night shift at the Company's branch located in Newcastle.

1.11.2 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.

1.12 TWU Delegates Leave

1.12.1 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.

1.13 Demarcation

1.13.1 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.

1.13.2 For the purposes of this clause, such consultation will require:

- (a) The relevant manager to provide the TWU yard delegate (or nominee) with reasons for the activation of the clause; and
- (b) The relevant TWU yard delegate (or nominee) to provide reasons for any objection to the activation of the clause.

1.13.3 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; and/or
- (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.

1.14 Sun Protection

1.14.1 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.

1.14.2 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.

1.14.3 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.

1.15 State Emergency Services and Volunteer Bush Fire Brigade Leave

1.15.1 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 based on the previous full weeks earnings. Each employee must provide proof of any such activity prior to payment.

1.16 Defence Force Reserve Leave

1.16.1 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.

1.17 Casual Ratio

1.17.1 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 permanent employment 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.

1.18 RDOs

1.18.1 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.

Appendix C – Victoria/Tasmania

1.1 Application of this Appendix

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

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

1.2 Wage rates

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

Base Hourly Rates of Pay				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
2	\$30.64692	\$31.87280	\$33.14772	\$34.14216
3	\$31.26425	\$32.51482	\$33.81542	\$34.82989
4	\$32.18598	\$33.47342	\$34.81236	\$35.85674
6	\$33.41277	\$34.74929	\$36.13927	\$37.22345
7	\$34.02867	\$35.38982	\$36.80542	\$37.90959

1.2.2 For those employees who are required to drive two-axle rigid vehicles exceeding 13.9 tonnes GVM and 6.1 metres in length, they shall be paid at Grade 4 rates. Any future vehicles purchased with specifications that fall within this category will be offered to drivers in order of seniority within the Bulk Fleet.

1.2.3 All RDO Drivers will be paid at the level of Grade 4.

1.2.4 All Driver Trainers will be paid at least at the level of Grade 4 and those who are in possession of a valid Heavy Combination Licence will be paid at the level of Grade 6.

1.2.5 All Dock Clerks will be paid at the level of Grade 4.

1.3 Team Leaders

1.3.1 Where a Team Leader is called upon to perform managerial duties of a manager who is absent from work on leave, the Team Leader will be paid an allowance of \$268.71 per week or \$53.74 per day. This allowance will be increased during the life of this Agreement in line with the wage increases set out in clause 30.

1.4 Rostered Days Off

1.4.1 Where a roster is in place that allows for RDOs, employees may elect at the commencement of each calendar year whether they:

- (a) intend to work their scheduled RDOs and accrue RDOs at the rate of one (1) hour for each additional hour worked under the roster (to be used or cashed out at a later time (subject to accruing a maximum of ten (10) RDOs)); or
- (b) whether they intend to take their RDOs as they fall in accordance with their roster.

1.4.2 Employees may change their election throughout the year on a reasonable basis by giving at least four (4) weeks' notice of the intent to change rostering methods.

1.4.3 If an employee has elected to take their RDOs as they fall and is subsequently required to work overtime on that day, they will be paid the relevant overtime rate for all work on that RDO.

1.5 Ratio of casual employment

1.5.1 Further to clause 24.7 of the Agreement, it is agreed that the current ratio of Casual Employees to the total number of directly hired employees in Victoria and Tasmania is 1:3.

1.5.2 In accordance with clause 24.7 of the Agreement, this 1:3 ratio will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.

Appendix D - Queensland

1.1 Application of this Appendix

- 1.1.1** This Appendix sets out terms and conditions which apply only to those employees covered by this Agreement who are employed in the State of Queensland.
- 1.1.2** In the event of any inconsistency between this Appendix and the terms of the main body of the Agreement set out above, the terms of this Appendix shall prevail to the extent of the inconsistency.

1.2 Definitions

The following definition applies:

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

1.3 Wage Rates

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

FULL-TIME EMPLOYEES (Hourly Rates)				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
2	\$30.64692	\$31.87280	\$33.14772	\$34.14216
3	\$31.26425	\$32.51482	\$33.81542	\$34.82989
4	\$32.18598	\$33.47342	\$34.81236	\$35.85674
6	\$33.41277	\$34.74929	\$36.13927	\$37.22345
7	\$34.02867	\$35.38982	\$36.80542	\$37.90959

1.4 Allowances

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

Brief Description	Amount (\$)
Team Captain	\$65.33 per week
Mackay District Allowance – Permanent Employees	\$50 per week
Mackay District Allowance – Casual Employees	\$1.32 per hour (up to and including 38 hour per week)

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

- 1.4.3** Team Captains will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and provide feedback to teams regarding the achievement of key objectives. They are responsible for maintaining standards and leading their teams to achieve Company objectives. Team Captains are not expected to appraise or counsel employees.

- 1.4.4** An employee whose principal location of employment is the Mackay Branch of the Company is entitled to payment of a district allowance in the amount set out in this Appendix / Allowance table as per clause 1.4.1.
- 1.5 Rostered Days Off**
- 1.5.1** The parties agree that where applicable RDOs taken by the employees will be taken on a flexible roster system as approved by the Branch/Operations Manager or Supervisor.
- 1.5.2** The parties agree that the current practices relating to the taking of RDOs where applicable will remain unchanged during the life of this Agreement.
- 1.5.3** Notwithstanding the provisions of clause 44 – Overtime of this Agreement, in the event that an RDO has been approved or rostered but the Company requests the employee to attend work, the parties agree that such work performed on this particular day will be paid the relevant overtime rate.
- 1.6 Long Service Leave**
- 1.6.1** It has been agreed by the parties that a pro-rata entitlement will apply to employees after seven (7) years' continuous employment, not ten (10) years. This means that pro-rata Long Service Leave will be paid on termination after seven (7) years' continuous service.
- 1.6.2** Notwithstanding the above, if the employee is terminated for serious misconduct after seven (7) years and before ten (10) years continuous service, the decision to pay the employee's pro-rata entitlement is at the Company's discretion.
- 1.6.3** All other Long Service Leave entitlements remain as per the relevant Long Service Leave legislation applying in the State of Queensland as amended from time to time, with the exception of the above.
- 1.6.4** Long service leave entitlements may be paid out by written agreement of the Company and an individual employee. Long service leave cannot be cashed out in advance of it being credited to the employee. Cashed out long service leave will be paid at the rate of pay that the employee receives at the time when the election is made.
- 1.7 Ratio of Casual Employment**
- 1.7.1** Further to clause 24.7 of the Agreement, it is agreed that the current ratio of Casual Employees to the total number of directly hired employees in Queensland is 1:3.
- 1.7.2** In accordance with clause 24.7 of the Agreement, this 1:3 ratio will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.
- 1.8 Security of Employment**
- 1.8.1** The Company acknowledges the interests of the employees and the Union in ensuring that the employment of the employees is secure and that employees' terms and conditions of employment are maintained and, over time, improved.
- 1.8.2** To this end the Company:
- (a) agrees to take all reasonable steps to ensure the security of employment of the employees, and
 - (b) is committed to the retention and, over time, improvement of employees' terms and conditions of employment.

Appendix E - South Australia/ Northern Territory

1.1 Application of this Appendix

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

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

1.2 Wage Rates

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

Base Hourly Rates of Pay				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
2	\$30.20540	\$31.41362	\$32.67017	\$33.65028
3	\$30.81456	\$32.04715	\$33.32904	\$34.32892
4	\$31.72285	\$32.99177	\$34.31145	\$35.34080
6	\$32.93120	\$34.24845	\$35.61839	\$36.68695

1.3 Allowances

1.3.1 Eligible employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
Driver Trainer	\$30 per day
Relief Driver	Grade 6 rate of pay

1.4.2 In relation to this entitlement, the Company's obligations are limited to making contributions to fund premiums required by the agreed Policy on behalf of its employees. The maximum value of these Company contributions will be 1.6% of an employee's gross remuneration. For clarity, the Company is not responsible for the terms and level of coverage provided by the Policy (including but not limited to inclusions, exclusions, waiting times, benefit amounts, age limits etc) or for the lodgement or consideration of any claims.

1.4 Income Protection

1.4.1 Subject to this clause, eligible permanent employees shall be covered by an approved sickness and accident income protection insurance policy (**the Policy**) as agreed by the parties for the life of this Agreement.

1.4.3 During the life of this Agreement, either the Company or the Union, may trigger a joint review of this entitlement to address any concerns that may arise and/or to determine its ongoing suitability as an employee benefit.

- 1.4.4** The insurance policy will not be ceased by the Company without approval of the majority of employees covered by this Appendix.
- 1.4.5** It is acknowledged that the Company contributions have been provided in lieu of historical increases to wages. Accordingly, if following a review, a decision is made that the entitlement is ceased for the entire workforce, the benefit of the entitlement will be retained by employees in the form of a one-off increase of 1.6% to the base hourly rate of pay.

1.5 Ratio of Casual Employment

- 1.5.1** Further to clause 24.7 of the Agreement, it is agreed that the current ratio of Casual Employees to the total number of directly hired employees in South Australia and the Northern Territory is 1:2.5.
- 1.5.2** In accordance with clause 24.7 of the Agreement, this 1:2.5 ratio will be discussed and may be varied by local agreement at the relevant Yard Committee meetings during the life of this Agreement.

Appendix F - Western Australia

1.1 Application of this Appendix

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

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

1.2 Wage Rates

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

FULL-TIME EMPLOYEES (Hourly Rates)				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
2	\$30.54286	\$31.76458	\$33.03517	\$34.02623
3	\$31.15892	\$32.40528	\$33.70150	\$34.71255
4	\$32.07631	\$33.35937	\$34.69375	\$35.73457
6	\$33.29953	\$34.63152	\$36.01679	\$37.09730

1.3 WA District Allowance

1.3.1 Permanent employees shall receive an allowance of \$50 (inclusive of Superannuation) per week, pro-rated for part-time employees.

1.4.3 The parties to this Agreement acknowledge and agree that RDOs shall not apply to any new employees engaged after 31 October 2014. However, this shall not affect RDO arrangements applying to existing employees engaged prior to this date.

1.4 Rostered Days Off

1.4.1 All parties agree that RDOs will not be taken on Mondays, Tuesdays or Fridays unless there are exceptional circumstances. In these instances, as much notice as possible is to be provided and applications will be assessed by the Operations Manager and submitted to the Branch Manager for approval.

1.5 Shift Work

1.5.1 In addition to the provisions of clause 43 – Shift Penalties of this Agreement:

1.4.2 The parties agree that a maximum of 5 RDOs can be accrued and paid out by the end of the year.

1.5.1.1 **Early Morning Shift** means a Rostered Shift which commences at 3.00am or later, but finishes at or before 4.00pm;

1.5.1.2 For ordinary hours worked on an Early Morning Shift, shiftworkers will receive a shift penalty of 17.5%. This penalty is not payable where a greater penalty is payable under clause 43.

1.6 Meal Money

1.6.1 The trigger point for the meal allowance in clause 33.5(a) of this Agreement (as it applies to WA employees) will be after 2 or more hours worked following the end of a shift.

1.7 Income Protection

1.7.1 Subject to this clause, eligible permanent employees shall be covered by an approved sickness and accident income protection insurance policy (**the Policy**) as agreed by the parties for the life of this Agreement.

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

1.7.3 In relation to this entitlement the Company's obligations are limited to making contributions to fund premiums required by the agreed Policy on behalf of its employees. The maximum value of these Company contributions will be 1.75% of an employee's gross remuneration. For clarity the Company is not responsible for the terms and level of coverage provided by the Policy (including but not limited to inclusions, exclusions, waiting times, benefit amounts, age limits etc) or for the lodgement or consideration of any claims.

1.7.4 During the life of this Agreement either the Company or the Union may trigger a joint review of this entitlement to address any concerns that may arise and/or to determine its ongoing suitability as an employee benefit.

1.7.5 In the event the joint review in clause 1.6.4 above results in a proposal to alter the entitlement as specified in this clause (including the current premium amount of 1.75% of employee's gross remuneration), then:

- (a) the Company will seek a vote of employees in WA in relation to that proposal;
- (b) where the majority of all WA employees vote in favour of the proposal it will be implemented; and

(c) for clarity, a proposal may include agreement to forego a specified portion of the percentage wage increase(s) provided under subclause 1.2.1 of this Appendix in exchange for an equal increase to the maximum premium percentage specified in subclause 1.7.3 from the date of the increase.

1.7.6 It is acknowledged that the Company contributions have been provided in lieu of historical increases to wages. Accordingly, if following a review, a decision is made that the entitlement is ceased for the entire workforce, the benefit of the entitlement will be retained by employees in the form of a one-off increase of 1.75% to the base hourly rate of pay.

Appendix G - Australian Capital Territory

1.1 Application of this Appendix

1.2.1 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 H.

1.2.2 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.

1.3 Wage Rates

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

Base Hourly Rates of Pay				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
1	\$33.23260	\$34.56191	\$35.94439	\$37.02273
2	\$34.50932	\$35.88970	\$37.32529	\$38.44505
3	\$35.31687	\$36.72955	\$38.19874	\$39.34471
4	\$35.79288	\$37.22460	\$38.71359	\$39.87500
5	\$37.67260	\$39.17951	\$40.74670	\$41.96911
6	\$37.83083	\$39.34407	\$40.91784	\$42.14538
7	\$39.48504	\$41.06445	\$42.70703	\$43.98825
8	\$42.30308	\$43.99521	\$45.75502	\$47.12768

1.3.2 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.

1.4 Allowances

1.4.1 Employees will receive the following allowances under this Agreement:

Brief Description	Amount
Canberra Travel Allowance	\$10.93 per day

1.4.2 Canberra Travel Allowance

- (a) Subject to clause 1.3.2(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 1.3.2(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).
- (c) In lieu of the arrangements in clauses 1.3.2(a) and 1.3.2(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 in clause 1.3.1 of this Appendix.
- (d) An employee who qualifies for the entitlement in clause 1.3.2(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.

1.4.3 Travel Allowance Review

- (a) The Canberra Travel Allowance rate specified under clause 1.3.1 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 1.3.3(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 2026 if there is no average percentage increase since March 2025 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 1.3.3(b) of this Appendix, subsequent annual reviews beyond March 2026 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 2026 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 2026.

1.4.4 Special Meal Allowances and Crib

- (a) A driver covered by this Appendix:
 - (i) who is required to perform overtime duty in excess of one hour and forty-five minutes on any given day will be paid the meal allowance in the amount set out in clause 33.5(c) of this Agreement;
 - (ii) who works overtime for two hours or more after working ordinary hours will be allowed a paid break of 20 minutes before commencing overtime work and clause 42.3(b) of the Agreement will apply; and
 - (iii) will not be entitled to any meal allowance in clause 33.5(a) of the Agreement.
- (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 eight (8) hours work for a night shift worker who accrues RDOs in accordance with clause 39.4(a) and clause 40 of this Agreement, will be paid an amount equal to the meal allowance set out in clause 33.5(c) of this Agreement.

- (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 an amount equal to the meal allowance specified in clause 33.5(c) of this Agreement. However they will not be entitled to receive the meal allowance in clause 33.5(a) of this Agreement for any post-shift overtime worked.

1.4.5 Crib on Saturdays, Sundays and Public Holidays

- (a) A non-shiftwork employee required to work on a Saturday (where it is not an ordinary day pursuant to clause 39.2, Sunday or Public Holiday will be allowed a paid crib break of twenty (20) minutes after (5) hours worked.
- (b) A non-shiftwork 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 39.2), Sunday or Public Holiday may be allowed the usual weekday lunch break and, in that case, the provisions of clause 1.4.5(a) above will not apply.
- (c) Notwithstanding anything contained in this clause an employee will not be required or permitted to work longer than five and a half (5) hours without a break for a meal.

1.5 Personal/Carer's Leave

- 1.5.1 Notwithstanding clause 46.3 of this Agreement, weekly full time and part time employees will be entitled to a total of four (4) days of paid personal/carers' leave per year without having to provide a medical certificate or statutory declaration.

1.6 Birthday Leave

- 1.6.1 All full time and part time employees 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.
- 1.6.2 If a full time or part time 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).
- 1.6.3 The Company may request a full time or part time 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.
- 1.6.4 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.
- 1.6.5 The leave prescribed by this clause does not accrue from year to year.

1.7 Annual Leave and Permanent Night Shift Workers

Permanent night shift workers (as defined in this Agreement) are eligible for the additional one week's annual leave in accordance with clause 45.1(a) of this Agreement.

1.8 Demarcation

- 1.8.1 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.

- 1.8.2 For the purposes of this clause, such consultation will require:

- (a) the relevant manager to provide the TWU yard delegate (or nominee) with reasons for the activation of the clause; and
- (b) the relevant TWU yard delegate (or nominee) to provide reasons for any objection to the activation of the clause.

- 1.8.3 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; and/or
- (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.

1.9 Shift Work Prior Arrangement

- 1.9.1 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.

1.10 Sun Protection

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 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.

1.11 State Emergency Services and Volunteer Bush Fire Brigade Leave

1.11.1 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.

1.12 Defence Force Reserve Leave

1.12.1 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.

1.13 Casual Ratio

1.13.1 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 permanent employment 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.

1.14 RDOs

1.14.1 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.

Appendix H – 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 NSW/ACT in the classifications of Workshop Mechanic (1), Workshop Mechanic (2) or Workshop Mechanic (3).

1.1.2 In the event of any inconsistency between this Appendix, Appendix B, Appendix G and the terms of the main body of the Agreement, the terms of this Appendix will prevail to the extent of the inconsistency.

1.2 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

1.2.1 Subject to clause 1.2.2, all Workshop Mechanics who commence employment with the Company in NSW/ACT 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.

1.2.2 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 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:

Base Hourly Rates of Pay				
Grade	Current	First pay period on or after 1 September 2024	First pay period on or after 1 September 2025	First pay period on or after 1 September 2026
1	\$36.26444	\$37.71502	\$39.22362	\$40.40034
2	\$40.98496	\$42.62436	\$44.32933	\$45.65923
3	\$43.39440	\$45.13018	\$46.93539	\$48.34346

1.4 Allowances

1.4.1 Employees will receive the following allowances under this Agreement:

Brief Description	Amounts
Team Leader Allowance	\$50.79 per week

1.4.2 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.

1.4.3 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.

1.4.4 All Workshop Mechanics will be paid a tool allowance of \$17.90 per week.

1.5 StarTrack Picnic Day

1.5.1 Easter Saturday will be recognised as the "StarTrack Picnic Day".

1.5.2 Full time and part time employees will be paid an additional day's pay (7.36 hours (pro rated for part-time employees) at their base hourly rate of pay) in the pay period in which Easter Saturday falls.

1.5.3 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, will be paid an additional 4 hours at their base hourly rate of pay in the pay period in which Easter Saturday falls.

1.6 Shiftwork

1.6.1 For the purposes of clause 43.1(c) of the Agreement, Night Shift for employees covered by this Appendix means a Rostered Shift which finishes after 12.00am and at or before 8.30am.

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 Guarantees 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 K – AAE Redundancy Provisions

- 1 Application**
 - 1.1 The terms within this appendix apply to those employees previously employed under the Australian Air Express *On Airport Business Development Agreement (AaETWU) 2010*.
- 2 Period of Notice**
 - 2.1 The Company will provide the maximum notice possible to employees where the Company is to initiate a redundancy program. In lieu of the period of notice prescribed in clause 28 an employee with at least one year's completed service with the company whose employment is terminated by reason of redundancy shall be given 4 weeks' notice or payment in lieu thereof.
 - 2.2 Where an employee is transferred to lower paid duties by reason of redundancy, clause 29.4 of this Agreement will apply.
- 3 Severance Pay**
 - 3.1 The severance pay provided for in this Appendix applies in lieu of the entitlements specified in the NES and in clause 29 (Redundancy).
 - 3.2 In addition to the period of notice prescribed in Clause 28 the following payments shall apply:
 - 3.2.1 A minimum of 4 weeks' pay and a maximum not exceeding what would have applied if employment had continued to the normal retirement date or 95 weeks whichever is the lesser amount.
 - 3.2.2 3 weeks' pay per year of service up to and including five years' service.
 - 3.2.3 4 weeks' pay per year of service in excess of five years and pro rata payment to completed months.
 - 3.2.4 All outstanding long service leave entitlements will be paid including pro rata to employees with more than 12 month's continuous service.
 - 3.2.5 Annual leave entitlements including leave loading.
 - 3.2.6 Superannuation payments will be made in accordance with the relevant trust deed.
- 4 Other Matters**
 - 4.1 Volunteers will be considered for redundancy subject to the fundamental requirement that the Company must retain employee skills to meet operational requirements.
 - 4.2 Transfer of surplus employees to other StarTrack Express Pty Limited or StarTrack Retail Pty Ltd sites where a vacancy exists/may occur.
 - 4.3 The Company will provide the following services to assist employees taking redundancy:
 - 4.3.1 independent financial counselling;
 - 4.3.2 certificate of service;
 - 4.3.3 one day paid absence during each week of notice to seek alternative employment; and
 - 4.3.4 assistance in resume writing.
 - 4.4 For the purpose of this clause:
 - 4.4.1 "pay" shall be paid at ordinary rates and shall include regular weekly/fortnightly payments but shall exclude shift, overtime and extraneous payments.

