

## **REGISTER OF CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA06/1

**TITLE: Metro Rockets Express Couriers Pty Ltd and Transport Workers Union of New South Wales Contract Agreement 2005-2007**

**I.R.C. NO:** IRC5/6382

**DATE APPROVED/COMMENCEMENT:** 22 December 2005 / 22 December 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 3 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Contract Carriers employed by Metro Rockets Express Couriers Pty Ltd, located at Unit 12, 17 Phillip Street, Parramatta NSW 2150, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

**PARTIES:** Metro Rockets Express Couriers Pty Ltd -&- the Transport Workers' Union of New South Wales

**METRO ROCKETS EXPRESS COURIERS PTY LTD  
AND  
TRANSPORT WORKERS UNION  
OF NEW SOUTH WALES  
CONTRACT AGREEMENT  
2005 - 2007**

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**TITLE**

This agreement shall be known as the *Metro Rockets Express Couriers Pty Ltd and Transport Workers Union of New South Wales Contract Agreement 2005-2007*

**1. PARTIES TO THE AGREEMENT**

The parties to this Agreement are as follows:-

1.1. Metro Rockets Express Couriers Pty Ltd ("The Company") of 12/17 Phillip Street, Parramatta NSW 2150 with respect to its operations carried out to and/or from following addresses:

- (a) Unit 3, 1-3 Burrows Road, St Peters NSW 2044;
- (b) 51 Sargents Road, Minchinbury NSW 2770;
- (c) 32 Sargents Road, Minchinbury NSW 2770;
- (d) 234 North Street, Albury NSW 2640;
- (e) 35A Lawson Crescent, Coffs Harbour NSW 2450;
- (f) 9 Aluminium Close, Edgeworth NSW 2285;
- (g) Cnr Leewood Drive & Hawthorn Place, Leewood Industrial Estate, Orange NSW 2880;
- (h) 1 Acacia Avenue, Port Macquarie NSW;
- (i) Lot 2, 112 Plain Street, Tamworth NSW 2340;
- (j) 25 Reliance Drive, Tuggerah Business Park, Tuggerah NSW 2259;
- (k) 4 Rabaul Place, Wagga Wagga NSW 2650;
- (l) 29-31 Waverley Drive, Unanderra NSW 2526; and
- (m) any other facility operated by Multigroup Distribution Services Pty Ltd (ABN 65 068 767 966) or Star Track Express Pty Ltd (ABN 44 001 227 890) during the life of this Agreement.

1.2. Contract Carriers engaged by the Company,

1.3. Transport Workers Union of New South Wales ("TWU"),

**2. DURESS**

The parties to this Agreement agree that the agreement has been reached through negotiation and consultation and all clauses have been discussed extensively and no party has entered into the Agreement under duress.

**3. DATE AND PERIOD OF OPERATION**

3.1. This agreement comes into effect on date of registration and shall remain in force for approximately two (2) years.

3.2. The elected TWU Committee will commence discussions with the Company four (4) months prior to the expiry date of this agreement with a view to reaching agreement by 1 January 2007.

#### 4. INCIDENCE

This Agreement shall apply to contract carriers engaged by the Company whose engagement is covered by the *Transport Industry – General Carriers Contract Determination* (“the Determination”). This Agreement shall be read in conjunction with the Determination and in the event of any inconsistency the provisions of this Agreement shall apply.

#### 5. COMMITMENT

- 5.1. The occupational health and safety (“OH&S”) of contract carriers is the Company’s highest priority. The Company will continue to encourage and support training for our contract carriers in all areas of OH&S. All new contract carriers will undergo an Induction Program to ensure they are properly trained in OH&S practices necessary for safe work on Company sites;
- 5.2. The company recommends that all of its contract carriers join the TWU, including a recommendation at the point of recruitment;
- 5.3. That any yard agreement or other unregistered arrangement in force at the time that this Agreement is executed shall continue to apply unless the parties to this Agreement specifically agree to other arrangements to apply in lieu thereof;
- 5.4. That all road transport or distribution companies, employment & labour hire providers and other contractors engaged by the company abide by the Chain of Responsibility Clause contained herein, including the Safe Driving Plan which is Annexure “A” and which forms part of this agreement. In ensuring this, the Company acknowledges that the link between, on the one hand, low rates of pay and other inappropriate industrial practices (such as penalty/reward and other performance/time related systems), and on the other hand, safety concerns such as: pressure to work excessive hours; pressure to exceed legal speed limits; and pressure to drive through break and sleep times, (to name only a few) is now well established by reports such as *Beyond the Midnight Oil*: a report commissioned by the Federal Government in 1999 and the *Quinlan Inquiry Report* of 2001;
- 5.5. In relation to any matter in respect of which this Agreement does not make provision, the terms of the Determination shall apply;
- 5.6. The Company shall ensure the maximisation of the full-time proportion of its workforce, including utilisation of Company contract carriers to their full capacity before casual, part-time or Labour Hire employees or contract carriers are engaged or work is contracted out to other companies or businesses;
- 5.7. At the commencement of this Agreement all contract carriers will attend an awareness session on the content of the new Agreement during normal working hours. This session will be of two (2)

hours duration and will be conducted by representatives of management, a committee member and a TWU Organiser or nominee.

## **6. UNPAID BEREAVEMENT LEAVE.**

In the event of a death of immediate family (including grandparents and spouse's grandparents) a contract carrier shall be granted two unpaid days bereavement leave. In addition if the funeral is to be held in another state the contract carrier shall be granted one additional unpaid day, for a total of three days. Alternatively if the funeral is to be held in another country the contract carrier shall be granted two additional unpaid days for a total of four days.

## **7. UNION PICNIC DAY**

- 7.1. The benefits of clause 28 - Union Picnic Day - of the *Transport Industry (State) Award*, shall apply to all contract carriers engaged by the Company who are financial members of the Union.
- 7.2. Payment pursuant to this clause shall be paid the same amount as an employee performing the work would receive.

## **8. RATES OF REMUNERATION**

- 8.1. The Company shall increase the rates paid to carriers using the formula as set out in the *Transport Industry General Carriers Contract Determination*. The Wage Factor and Sick Leave components of the formula shall be no less than the rate of pay as set out in the *Star Track Express- TWU Enterprise Bargaining Agreement Nov 2004 –February 2007*.
- 8.2. The Company shall prepare the necessary calculations for review and approval by the TWU no later than 1 month prior to the date that the adjustment is due.
- 8.3. If at any time the rates as set out in the Determination exceed the rates in this Agreement then rate in the Determination shall be paid by the Company.
- 8.4. Where a contract carrier is paid rates in excess of those as set out in this Agreement, then those rates shall continue to be applied.
- 8.5. No contract carrier shall have their remuneration reduced by reason of this agreement.
- 8.6. Where there is any disagreement regarding the adjustment the dispute settlement procedure shall apply.

## **9. TRAINING AND MULTI-SKILLING**

- 9.1. All TWU delegates and co-delegates in New South Wales are to be trained to "Certificate 4 in Workplace Training and Assessing" trainer standard within three (3) months of the commencement of this Agreement or the delegate or co-delegate assuming the position of delegate or co-delegate.

9.2. Upon entering this agreement the Company agrees:

- (a) To comply with all current Codes of Practice, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the Company's obligations under the *Occupational Health and Safety Act 2000* (NSW);
- (b) To authorise all contract carriers elected to OH&S Committees and/or as OH&S Representatives to attend a committee training course (as per the NSW *Occupational Health and Safety Act, 2001*) as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish an OH&S Committee in all workplaces with less than 20 contract carriers..
- (c) To provide all TWU delegates and co-delegates with a maximum pool of 42 weeks per annum of paid training leave.

9.3. Blue Card training:

- (a) Each new contract carrier shall undertake a Blue Card Program, conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.

*Note:* The Blue Card course is competency based. Therefore although the duration of the training course would usually be of no less than four (4) hours duration, it may be of greater or lesser duration, depending upon the actual time required by each inductee to be trained.

9.4. The Company shall train all existing contract carriers in the Blue Card Induction Program. Such training is to occur within six months of the commencement of this Agreement and shall be conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.

9.5. Occupational Health and Safety training:

- (a) The company shall arrange for a safety assessment in relation to the workplace of the company and wherever practicable any other site that a contract carrier may regularly visit in the course of that contract carrier's engagement. This safety assessment shall be carried out by an appropriately qualified person. The Company shall ensure that as far as reasonably possible each contract carrier who works at or in connection with the workplace of the company receives appropriate training relating to the safety assessment.
- (b) The Company shall enrol and provide all contract carriers that perform driving duties with the opportunity and time to attend Driver Fatigue Management programs on the following basis:

- i. All new drivers are to attend the Driver Fatigue Management programs during the initial period of induction with the Company.
  - ii. All existing drivers are to attend the Driver Fatigue Management program within six months of the commencement of this Agreement.
- 9.6. The Company will notify the yard delegate of upcoming site inductions of new contract carriers as far as practicable within 72 hours before the site induction is to take place.
- 9.7. During the induction phase of engagement all new contract carriers covered by this Agreement will be introduced to the relevant shift delegate.

## **10. TWU WORKPLACE REPRESENTATIVES**

- 10.1. The Company acknowledges the position and responsibilities of our contract carriers who are elected to be TWU Delegates and Co-Delegates. Set out below are the rights of the Delegates/Co-Delegates:
  - (a) The right to be treated fairly and to perform their role as Union Delegate or Workplace Representative without any discrimination in their employment.
  - (b) The right to formal recognition by the employer that endorsed Union Representatives to speak on behalf of Union members in the workplace.
  - (c) The right to bargain collectively on behalf of those they represent.
  - (d) The right to consultation and access to information about the workplace and the business.
  - (e) The right to paid time to represent the interests of members to the employer and to industrial tribunals.
  - (f) The right to paid time during normal working hours to consult with Union members.
  - (g) The right to paid time off to participate in the operation of the union. This is only to occur after consultation and agreement with the company
  - (h) The right to paid time off to attend accredited Union education and training
  - (i) The right to address new contract carriers about the benefits of Union membership at the time that they enter engagement with the company.
  - (j) The right to discuss Union and workplace matters with all contract carriers at the workplace. All meetings to be held after consultation and agreement with management meeting time to be as agreed.
  - (k) The right to access a telephone, facsimile, photocopying, internet, email and office supplies for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.
  - (l) The right for the Yard Delegate at 51 Sargents Road, Minchinbury to access a mobile telephone. However, the Company reserves the right to withdraw this facility in the event of

inappropriate mobile phone usage. In addition, mobile phone usage shall not exceed \$80 per month. This usage shall be strictly limited to the purpose of carrying out work as a union delegate and shall not include any personal usage.

- (m) The right to place Union information on a notice board in a prominent location in the workplace.
- (n) The right to take leave to work with the Union after consultation and agreement with the Company.

10.2. TWU Workplace Representatives shall have the following rights:

- (a) To provide awareness and understanding of the Union's aims and achievements whenever possible.
- (b) To know the profile of Union members in the workplace.
- (c) To recruit and involve contract carriers in the workplace in the Union and its activities.
- (d) To be approachable and helpful to Union members in the workplace.
- (e) To seek out and encourage other Union members to take on roles and responsibilities.
- (f) To provide up to date and relevant Union information to Union members in the workplace.
- (g) To regularly undergo Union education and training.
- (h) To represent the views of the members.
- (i) To represent Union members fairly and accurately in negotiations and with individual grievances.
- (j) To keep in regular contact with the Union Organiser and other Union Representatives in the workplace.

## **11. CHAIN OF RESPONSIBILITY**

11.1. The chain of responsibility clause covers all work contracted to the Company.

11.2. The Company shall not contract out any work which falls within the terms of this agreement.

11.3. The Company will implement a Driver Fatigue Management Program, upon execution of this Agreement. The Company and the TWU will ensure that a review takes place at that time to ensure compliance with this clause.

11.4. The Company commits to ongoing communication with the TWU in respect of all Chain of Responsibility issues and processes with a view to ensuring that the Company utilises its position in the contract chain to promote safe and legal performance of the work.

For the purpose of this clause "Safe Driving Plan" means Subcontractor Payment Voucher which is Annexure A to this agreement and which forms part of this agreement.



## 12. UNION RECOGNITION

- 12.1. The Company recognises the TWU as being the sole Union that shall represent contract carriers covered by this Agreement. This representation will extend to all terms and conditions of engagement of contract carriers engaged by the Company, whether those terms and conditions are subject to this Agreement or not.
- 12.2. It is the policy of the Company that it shall recommend that all of its contract carriers shall join the TWU. This includes positively promoting union membership at the point of recruitment and recommending that all contract carriers who are members of the TWU remain members of the TWU.
- 12.3. The Company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the Company to contract carriers electing to join or remain members of the TWU.
- 12.4. The Company agrees not to discriminate, discharge, lay-off or discipline any contract carriers for reason (or for reasons that include the reason) that the contract carriers joined, proposed to join or is a member of the TWU, signed an authorisation card or engaged in Union activity.
- 12.5. A nominee or nominees of the Union shall be given an unfettered, uninterrupted opportunity to induct into the Union all new contract carriers as required. The induction will be used to outline the value of Union membership and to encourage the workers to join the Union. To this end the company agrees to ensure the following:
  - (a) That it provides to the State Secretary of the TWU (or the Secretary's nominee) on the first day of each quarter a list of all of its contract carriers. The list will state the following:
    - i. the name of each contract carrier;
    - ii. the contact address and email address of each contract carrier (this will only be provided after prior consent has been given by the said contract carrier);
    - iii. the class of vehicle of each contract carrier;
    - iv. the department/section/yard/group in which the contract carriers is engaged; and
    - v. the date the contract carrier commenced engagement with the company.
  - (b) That the induction will take place at the premises relevant to the Company. The Company commits that it will not hinder any TWU induction.
  - (c) That a room dedicated to the induction and appropriate for such use (such as a training room) is provided;
  - (d) That at least 30 clear minutes be allowed for the induction to take place;

- (e) That contract carriers receive no less than their usual or (where they have not yet commenced work) proposed rate of pay for the duration of the induction; and
- (f) That prior to the induction there shall, at the request of the union, be posted in a prominent position accessible to all contract carriers in the workplace, a Union generated notice as to the purpose of, and any other relevant information about, the induction.

12.6. At the commencement of this Agreement, the company shall allow a one-off induction of the type and in the manner specified in the above clause 12.5, of all existing contract carriers, to be held in conjunction with the EBA Training specified in this agreement.

12.7. The company will notify the Union of all upcoming site inductions of new contract carriers as soon as is practicable but no later than 72 hours as far as practicable before the site induction is to take place.

### **13. PAYROLL DEDUCTION**

13.1. The Company shall deduct Union membership fees (not including fines or levies) from the pay of any contract carrier provided that:

- (a) the contract carrier has authorised the Company to make such deductions in accordance with subclause (ii) herein;
- (b) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
- (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to a contract carrier.
- (d) The contract carrier's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee affected in accordance with the Union rules) that the Union advises the Company to deduct. Where the contract carrier passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the contract carrier's consent to do so. Such consent may form part of the written authorisation.
- (e) Monies so deducted from contract carriers' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to contract carriers' membership accounts, including, but not limited to, names, addresses, and phone numbers.

- (f) Where a contract carrier has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the contract carrier to make a fresh authorisation in order for such deductions to commence or continue.
- (g) The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the Company a minimum of two months' notice of any such change.
- (h) A contract carrier may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- (i) Where a contract carrier who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the contract carrier in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

#### 13.2. Other Deductions

- (a) All non statutory, agreed and subsequently authorised deductions from a contract carrier's pay shall be applied to the purpose of the deduction:
  - i. within thirty days of the deduction occurring; or
  - ii. no later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than thirty days.
- (b) The company shall generate and maintain records of the following transactions:
  - i. Deductions. Such deductions shall appear on the contract carrier's next pay advice; and
  - ii. Payments to recipient institutions. The company shall provide the contract carrier with evidence that such a payment has been made upon the request of the contract carrier.

### **14. SETTLEMENT OF DISPUTES**

- 14.1. The parties have agreed that the following procedure shall apply for the settlement of disputes:
- 14.2. The matter should first be discussed at the workplace level between contract carriers and relevant management. If a contract carrier so requests the Union delegate will be involved in such discussions;

- 14.3. If the matter is not settled discussions shall occur between the appropriate Union official and management;
- 14.4. If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company;
- 14.5. If the matter is still not settled it shall be submitted to the Industrial Relations Commission of New South Wales (“the Commission”) which shall conciliate the matter;
- 14.6. Where the matter cannot be settled by conciliation, the Commission may determine the dispute by arbitration.
- 14.7. The parties are committed to the Commission ultimately having the capacity to determine any matter(s) in dispute (i.e. matters that have been traditionally regarded as arbitral matters or as traditionally coming within the Commission’s jurisdiction). Consequently, neither party will pursue a jurisdictional objection that would have the effect of preventing this process occurring. To the extent that it is necessary to do so, the parties are therefore committed to the Commission performing a private arbitration function if necessary on matters contained in this Agreement.
- 14.8. Whilst the above procedure is being followed the conditions existing between the parties immediately before the occurrence of the events giving rise to the industrial dispute shall remain in place or, where such conditions have changed, be restored, and work shall continue normally, except in circumstances where contract carriers have genuine concerns for their health and safety.
- 14.9. This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of engagement of contract carriers.
- 14.10. Management will be given the opportunity to address contract carriers directly at every stage of the settlement of disputes procedure.
- 14.11. For the purposes of this clause “contract carrier” means a contract carrier employed by the Company and, in addition, any other employees or contract carriers engaged by any other entities who perform in or in connection with transport and distribution at or in connection with any workplace of the Company.

## **15. SAVINGS CLAUSE**

- 15.1. In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the Commonwealth Parliament) renders inoperative or invalid any or all of the provisions of this registered agreement, the parties agree to treat the agreement and all of its provisions as subsisting independently of any legislative framework.
- 15.2. In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the Commonwealth Parliament) affects the operation or validity of

any industrial instrument provisions, with the result of eliminating or reducing entitlements of carriers covered by this Agreement the parties agree that such provisions will be deemed to be part of this agreement (and incorporated as provisions of this agreement) from the moment they cease to be operative or valid, except where they are inconsistent with an express provision of this agreement or found to be in breach of the law.

**EXECUTION**

Signed for and on behalf of Metro Rockets Express Couriers Pty Ltd

.....  
(Signature)

.....  
(Witness)

.....  
(Name)

.....  
(Date)

Signed for and on behalf of  
the Transport Workers Union of  
New South Wales

.....  
(Signature)

.....  
(Witness)

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(Name)

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(Date)