

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/276

**TITLE:** **Star Track Express Enterprise Bargaining Agreement**

**I.R.C. NO:** IRC5/2931

**DATE APPROVED/COMMENCEMENT:** 9 June 2005 / 3 November 2004

**TERM:** 27

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/43.

**GAZETTAL REFERENCE:** 21 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

### **COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Star Track Express Pty Ltd, with respect to its enterprises located at: Unit 3, 1-3 Burrows Rd, St Peters NSW 2044; 51 Sargents Rd, Minchinbury NSW 2770; 32, Sargents Road, Minchinbury NSW 2770; 234 North Street, Albury NSW 2640; 35A Lawson Crescent, Coffs Harbour NSW 2450; 9, Aluminium Close, Edgeworth NSW 2285; Cnr. Leewood Drive & Hawthorn Place, Leewood Industrial Estate, Orange NSW 2880; 1, Acacia Avenue, Port Macquarie NSW; Lot 2, 112 Plain Street, Tamworth NSW 2340; 25, Reliance Drive, Tuggerah Business Park, Tuggerah NSW 2259; 4, Rabaul Place, Wagga Wagga NSW 2650; 29-31 Waverley Drive, Unanderra NSW 2526; and and other facilities in New South Wales established by Star Track Express during the life of the agreement, who fall within the coverage of the Transport Industry (State) Award, who fall within the coverage of the Transport Industry (State) Award.

**PARTIES:** Star Track Express -&- the Transport Workers' Union of New South Wales

# STAR TRACK EXPRESS NEW SOUTH WALES ENTERPRISE BARGAINING AGREEMENT

## Clause No. Subject Matter

1. Preamble
2. Objects
3. Parties to the Agreement
4. Duress
5. Date and Period of Operation
6. Incidence
7. Fair Dealing Policy (Refer Employee Handbook)
8. Commitment
9. Income Protection
10. Reasonable Overtime
11. Rostered Days Off
12. Leave Entitlements
13. Union Picnic Day
14. Rates of Pay (Wage Increases)
15. Superannuation
16. Workers Compensation
17. Productivity Improvements
18. Additional Payments
19. Training and Multi-Skilling
20. Demarcation
21. Crib Break
22. Start Times
23. Transport Industry - Training Education & Industrial Rights Council
24. TWU Workplace Representatives
25. Supplementary Labour and Contracting Out
26. Chain of Responsibility
27. Employee Entitlements
28. Union Recognition
29. Payroll Deduction of Union Membership Fees
30. Settlement of Disputes
31. Savings Clause
32. Execution

## Annexure A - Subcontractor Payment Voucher

### 1. Preamble

- 1.1 Star Track Express ("the Company") is one of Australia's leading express transport company's providing 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.
- 1.2 The Company clearly recognises that only by working together with all the individuals in the organisation can it achieve its objective of being the best express transport company in Australia.
- 1.3 This Agreement provides for improved productivity and greater flexibility in employment practices to provide the funding for wage increases to all employees included in clause 14. It is acknowledged failure by either party to adhere to any requirement in this Agreement will undermine the success of the partnership between Star Track Express and its employees. It is recognised that this is not the desire of the Company, employees or the Union and it is therefore essential for our continued success that this Agreement is adhered to.

## **2. Objects**

The objects of this Agreement are to:

- 2.1 Enhance the productivity and efficiency of the Company's operations;
- 2.2 Promote the training of Star Track Express employees in vocational skills, safe working practices and an understanding of the benefits they enjoy under this Enterprise Bargaining Agreement and the Company's "Fair Dealing Policy";
- 2.3 Promote job security for Star Track Express employees, and through the policies of "promotion from within", study assistance and career development provide access to more varied, fulfilling and better paid jobs; and
- 2.4 Provide Star Track Express employees with a fair measure of income and entitlements protection.

## **3. Parties to the Agreement**

The parties to this Agreement are as follows:-

- 3.1 Star Track Express Pty Ltd of 51 Sargents Road, Minchinbury, NSW with respect to its enterprises carried on and from the following addresses ("The Company"):
  - (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 facilities in New South Wales established by Star Track Express Pty Ltd during the life of this Agreement.
- 3.2 Transport Workers who are employees of Star Track Express Pty Ltd covered by the classifications referred to in Clause 1 of the Transport Industry (State) Award and, in addition, any other employee (excluding an employee part of the Company's management team) engaged in or in connection with transport or distribution.
- 3.3 Transport Workers Union of New South Wales ("the Union").

The Agreement shall apply only to those employees identified and employed at the above locations.

#### **4. Duress**

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

#### **5. Date and Period of Operation**

This agreement comes into effect on 3 November 2004 and shall remain in force until 6 February 2007. Any Enterprise Bargaining Agreement currently in place between the Company and the Union in relation to the employees as stated in 3.2 shall remain in force until 3 November 2004.

The elected committee will commence discussions with the Company four (4) months prior to the expiry date of this agreement with a view to finalising a new enterprise agreement by 1 January 2007.

#### **6. Incidence**

This Agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry (State) Award ("the Award"). Apart from the clauses specified in this Agreement all other clauses of the Transport Industry (State) Award shall apply.

#### **7. Fair Dealing Policy (Refer to Star Track Express Employee Handbook)**

The Fair Dealing Policy is the centrepiece of human resource policy within the organisation. The fundamental components embodied in the policy are:

- (i) Employee safety: First priority;
- (ii) No retrenchment goal;
- (iii) Review pending dismissal;
- (iv) Assistance to improve performance;
- (v) Appeal against dismissal;
- (vi) Fair treatment policy;
- (vii) Fair payment policy;
- (viii) Support for the employee in crisis;
- (ix) Co-operation among all members of the team;
- (x) Commitment to two-way communication;
- (xi) Commitment to skills development;
- (xii) Promotion from within;
- (xiii) Education assistance;
- (xiv) Provision of good equipment;
- (xv) Provision of a good working environment;
- (xvi) Management "Open Door" policy; and
- (xvii) Employee commitment expected.

## 8.0. Commitment

- 8.1 Although the spread of hours specified in the Transport Industry (State) Award may change from time to time the Company undertakes that employees will be paid according to the spread of hours prevailing at the time they join the Company. This undertaking will be reviewed during the March quarter of each year and may be altered after consultation with the Union and employees in circumstances of urgent need to reduce operating costs. Such alteration will ensure that employees are not disadvantaged when compared to the Award;
- 8.2 The occupational health and safety ("OH&S") of employees is the Company's highest priority as outlined in our Fair Dealing Policy. The Company will continue to encourage and support training for our employees in all areas of OH&S. All new employees will undergo an Induction Program to ensure they are properly trained in OH&S practices necessary for safe work on Company sites;
- 8.3 The company recommends that all of its employees join the TWU, including a recommendation at the point of recruitment;
- 8.4 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;
- 8.5 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;
- 8.6 In relation to any matter in respect of which this Agreement does not make provision, the terms of the Transport Industry (State) Award shall apply;
- 8.7 The rates prescribed in Clause 14.0 of this Agreement are to apply instead of the Award rate for the purposes of calculating all employee entitlements including (but not limited to) ordinary time, overtime, any form of leave and redundancy;
- 8.8 All employees (permanents and casuals) engaged from the commencement of this Agreement shall be paid according to the spread of hours contained in the Award prevailing at the time they commence employment;
- 8.9 The Company shall ensure the maximisation of the full-time proportion of its workforce, including utilisation of full-time employees and 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;
- 8.10 During the life of this Agreement, the Company will not enter into individual contracts or agreements (including Australian Workplace Agreements), or non-union agreements, with employees covered by this Agreement;
- 8.11 At the commencement of this Agreement all employees will attend an awareness session on the content of the new Agreement during normal working hours. This session will be of a (2) two hour duration and will be conducted by representatives of management, a committee member and a TWU organiser.

## **9. Income Protection**

- 9.1 The Company shall ensure that all of its employees shall be covered by a Sickness and Accident Income Protection Plan ("the Plan"), as agreed by the parties. The Company shall make contributions on behalf of its employees in the amounts specified by the Plan (which shall not exceed 1.5% of the employee's gross remuneration).
- 9.2 Notwithstanding sub-clause 9.1, employees who are eligible to be covered by the Plan may elect as a branch by majority agreement to receive the benefit of the Plan by having their remuneration as specified in clause 14.0, Rates of Remuneration, increased by an additional 1.5%. NSW Country branch employees currently have this amount paid into their hourly rates (as per table).
- 9.3 The company need not provide the increase specified in subclause 9.2, above, where the company already and continues (for the duration of this agreement) to pay an amount of 1.5% for the purpose specified in that subclause

## **10. Reasonable Overtime**

- 10.1 Subject to sub-clause 10.2 the Company may require an employee to work reasonable overtime at overtime rates.
- 10.2 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.

## **11. Rostered Days Off ("RDO")**

- 11.1 In addition to the provisions contained in Clause 3.4 of the Transport Industry (State) Award Accumulated Rostered Days Off may be paid out at the request of an employee and by agreement with the Company.
- 11.2 Penalty rates will not apply for normal hours worked on each 20th consecutive day of work if it is requested that accumulated RDOs be paid out rather than be taken as paid leave. Penalty rates will apply to hours worked outside the normal spread of hours.
- 11.3 RDO rosters will be compiled for three months in advance for Driver Teams and twelve months in advance for freight handling teams. To assist planning employees shall advise the Company at the beginning of the year their election to either take or accumulate RDO's. The maximum number of days that may be accrued for payout by the end of the calendar year is ten. The maximum number of days may be accrued and taken as leave shall be five. RDO's shall be paid out at any time upon application with seven days notice.
- 11.4 The Company reserves the right to revise the roster plan under exceptional circumstances after consultation with the affected employees (for example in periods of high levels of sick leave due to flu epidemic).
- 11.5 In the high volume months of October to December and Easter, RDO's will generally not be granted. However, the Company recognises that from time to time employees may need to take RDO's during this busy period. Where possible, the Company will look favourably upon such requests being granted.

- 11.6 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.
- 11.7 The provisions of this clause shall only apply with respect to those yards where RDO's have been agreed between the parties.

## **12. Leave Entitlements**

- 12.1 As a rule, annual leave will not be granted in the high volume months of October, November, December and April unless there are exceptional circumstances. In these instances as much notice as possible is to be provided and applications will be assessed by the relevant Divisional Manager and submitted to the Operations Manager for approval in line with the agreed manning level roster. In the event of exceptional circumstances, the employee concerned should request a review by the Branch Manager, if necessary.

- 12.2 Parental (Maternity/Paternity/Adoption) and Carer's Leave - Refer to Award

In addition to Award provisions for parental and carer's leave, in circumstances of special need an employee may apply for further assistance under the company's Fair Dealing Policy.

Leave is reserved for both parties throughout the life of this agreement to negotiate alternative arrangements regarding this clause.

- 12.3 State Emergency Services and Volunteer Bush Fire Brigade Leave

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. Any employee adversely affected by an event such as a bush fire may apply under the Fair Dealing Policy for assistance.

Leave is reserved for both parties throughout the life of this agreement to negotiate alternative arrangements regarding this clause.

- 12.4 Defence Force Leave.

Defence Force Reserve leave shall apply in accordance with the Employee Handbook. An employee who takes such leave shall 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 from previous full weeks earnings, the employee would have received had the employee not been on Defence Force Reserve leave.

Leave is reserved for both parties throughout the life of this agreement to negotiate alternative arrangements regarding this clause.

- 12.5 Bereavement Leave.

In the event of a death of immediate family (as defined in the Award but also including grandparents and spouse's grandparents) an employee shall be granted two paid days bereavement leave. In addition if the funeral is to be held in another state the employee shall be granted one additional paid day, for a total of three days. Alternatively if the funeral is to be held in another country the employee shall be granted two additional paid days for a total of four days.

- 12.6 Sick Leave.

Employees shall be permitted to have up to two full days in any 12 month period either singly or together without providing a doctor's certificate. Additional absences will require a doctor's certificate in each instance.

### 13. Union Picnic Day

- 13.1 The benefits of clause 28 - Union Picnic Day - of the Transport Industry (State) Award, shall apply to all employees engaged by the Company who are financial members of the Union. This includes casual employees provided that they have been employed by the Company for a sequence of periods of employment exceeding six months and who have worked either during the week before or the week after the picnic day.
- 13.2 Payment pursuant to this clause shall be calculated by reference to the applicable rates specified in this Agreement. Eligible casual employees as defined in clause 13.1 shall be paid an amount equivalent to four hours' work at normal rates of pay.

### 14. Rates of Pay (Wage Increases)

The Company agrees to grant to the employees an increase on their present base wage to an amount of 4.0% from 3 November 2004 and a further, compounding, 4.0% from 27 July 2005 and a further, compounding, 3.0% from 26 April 2006.

These increases shall, however, be subject to the following matters:-

- 14.1 Any Award increase during the said period shall be absorbed within the proposed increases, save where within such period the Award increase shall be in excess of the EBA rate, in which case such excess will be passed onto the Employees.
- 14.2 During the term of this Agreement, the Union commits that it will not pursue any extra claims (except for matters where leave is granted) relating to wages or changes to conditions of employment or any matters related to the employment of the employees, dealt with in this agreement.
- 14.3 Table of rates of pay for the duration of the Agreement.

SYDNEY CASUALS (HOURLY RATE)				
Grade	Current	3-Nov-04	27-Jul-05	26-Apr-06
2	20.547	21.369	22.224	22.890
3	21.028	21.869	22.744	23.426
7	23.511	24.451	25.429	26.192

NSW COUNTRY PERMANENT				
Grade	Current	3-Nov-04	27-Jul-05	26-Apr-06
2	636.006	661.476	687.935	708.574
3	650.909	676.945	704.023	725.144

NSW COUNTRY CASUALS (HOURLY RATE)				
Grade	Current	3-Nov-04	27-Jul-05	26-Apr-06
2	20.852	21.686	22.554	23.231
3	21.340	22.194	23.081	23.774

### 15. Superannuation

- 15.1 The Company agrees to make contributions with respect to all its employees to the TWU Superannuation Fund in accordance with the Transport Industry - Superannuation (State) (No. 2) Award.
- 15.2 For the purposes of determining ordinary time earnings the following shall be applied: bonuses (other than bonuses that do not relate to specific performance criteria such as Christmas bonuses), incentive payments, over award or agreement payments, shift loadings and the like in accordance with the Australian Tax Office Superannuation Guarantee Ruling SGR 94/4.



- 15.3 The Company shall provide its employees with written advice, on a monthly basis, which includes all relevant details of the contributions made to the Fund in accordance with this clause.

## **16. Workers Compensation**

The provisions of the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* apply. The Company will promptly forward claims to its insurer.

## **17. Productivity Improvements**

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

It is a term of this Agreement that the Company shall allow EBA Committee delegates and representatives of management to attend a training course run by the Company and the Union in relation to the implementation of this agreement.

### **17.1 Self-Managed Work Teams**

All employees are to adopt the principle and contribute to the introduction and building of Self-Management Work Teams. The implementation of the Work Teams will create far greater harmony within the operations group as well as providing a more rewarding and satisfying work environment. Team Leaders will play a more guiding and advisory role, rather than their current directive role.

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

- Achieve specified targets of 1% or less service failures.
- Share work within Team on most equitable and efficient basis.
- Achieve operational and budget goals.
- Maintain housekeeping standards.
- Conform to health and safety standards.
- Minimise wastage.

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

Handle customers' products in a correct and proper manner and agree that the practice of 'throwing freight' should be eliminated.

Aim to improve the quality of loading, for example by eliminating misdirects, damages and achieving improved linehaul utilisation and linehaul departure deadlines are maintained. In Sydney particularly this means that the last Brisbane and Gold Coast units must depart by 9.30pm, Melbourne by 10.00pm and Tamworth, Coffs Harbour, Lismore and Wagga by 10.30pm. Our mutual objective is to improve Linehaul Utilisation.

Employees shall perform their duties using any new technology that they are properly trained to use and that is within their level of skill and competence.

Employees shall endeavour to ensure that freight is both stickered and cubed to 100% accuracy.

All employees shall work to improve our current productivity by focusing on the best possible result.

- 17.3 The employees shall start work at the time agreed upon for their classification and by way of example this shall mean that casuals, depot staff and drivers shall commence immediately at the point of duty.

- 17.4 The employees who are drivers shall have as their prime objective to achieve the earliest possible departure and arrival times from and back to the company's terminal. In Sydney our mutual objective is to achieve fleet inbound times of 70% by 6.00pm, 95% by 6.30pm and 100% by 7.00pm. Further our

target for unloading time for Run Trucks is 40 minutes on average and 30 minutes for Bulk Trucks on average. This means that unload times may take more or less time depending on circumstances. To assist in achieving this, the following work practices shall be adopted:

Assist on adjoining runs when applicable.

Assist on conveyor lines whenever required.

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

Assist colleagues in the PM unload rather than sit in the queue.

17.5 Employees shall ensure that freight is scanned to 100% accuracy.

## **18. Additional Payments**

18.1 Team Leaders will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and providing feedback to Teams regarding achievement of key objectives. They are responsible for maintaining standards, and leading their teams to achieve company objectives. They will endorse clause 19.0 below. They will be paid a Team Leader allowance of \$100.00 per week. Team Leaders are not expected to appraise or counsel employees.

"Team Leader" is otherwise known as "Leading Hand" in the Transport Industry (State) Award.

18.2 The Company will ensure that sufficient numbers of employees are trained in Hazspill response. Employees who are required to perform Hazspill duties will be specifically appointed by the Company. Those employees who are appointed to perform Hazspill duties will be paid an allowance equivalent to the First Aid allowance prescribed in the Transport Industry (State) Award.

18.3 A driver engaged in the transport of packaged dangerous goods which require placarding by public road shall receive an allowance of \$10.00 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.

18.4 A driver engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public road shall receive an allowance of \$17.00 per day. Bulk Dangerous Goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time

## **19. Training and Multi-Skilling**

19.1 As the Company embraces the technological advances and industrial reform essential for its success it is required 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 and will be encouraged to embark on additional external training of approved courses at TAFE or other appropriate institutions as indicated by the Company.

19.2 Where costs are involved for approved external courses, and an employee has applied for and been approved by the Branch Manager to embark on such a course, the Company will provide reimbursement of these costs upon successful completion of the course.

19.3 The Company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the award and other industrial entitlements, and other services for the benefit of the employees of Star Track Express.

19.4 The Company recognises its responsibilities to provide a safe and healthy workplace for its employees and contract carriers and all other persons attending its sites and accordingly agrees to train all employees covered by this Agreement in accordance with this Clause:

(a) 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.

(b) Upon entering this agreement the Company agrees:

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 NSW Occupational Health and Safety Act (2001);

To authorise all employees 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 employees.

To provide all TWU delegates and co-delegates with a maximum pool of 42 weeks per annum of paid training leave.

The following with regard to "Blue Card" training:

Each new employee 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.

The Company shall train all existing employees in the Blue Card Induction Program. Such training is to occur within six months of the commencement of this Agreement (with the exception of the NSW country branches whereby such training would occur no later than 1 September 2005) and shall be conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.

The following with regard to Occupational Health and Safety training:

The company shall arrange for a safety assessment in relation to the workplace of the company and wherever practicable any other site that a transport worker may regularly visit in the course of that transport worker's employment/engagement. This safety assessment shall be carried out by an appropriately qualified person. The Company shall ensure that as far as reasonably possible each transport worker who works at or in connection with the workplace of the company receives appropriate training relating to the safety assessment.

The Company shall enrol and provide all employees 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.

19.5 The Company will notify the yard delegate of upcoming site inductions of new employees as far as practicable within 72 hours before the site induction is to take place.

19.6 During the induction phase of employment all new employees covered by this Agreement will be introduced to the relevant shift delegate.

## **20. Demarcation**

In line with our corporate desire to operate as a Team towards mutually accepted goals Managers and employees shall be allowed to engage in freight handling and driving functions (in company cars) in certain circumstances and conditions (such as, but not limited to, following the Labour Day long weekend) provided that the TWU yard delegate (or nominee) is consulted on each occasion.

## **21. Crib Break**

21.1 In-yard agreements relating to flexibility with crib breaks allow employees to elect to extend the period of work before a crib break by up to an hour in exchange for which they are paid for the full shift but finish their shift early.

21.2 After two or more hours work following the end of a shift a meal allowance is to be paid in accordance with clause 8.2 of the Transport Workers (State) Award. Such allowance shall be calculated on the rates of pay specified in clause 14.0 of this agreement.

## **22. Start Times**

Change of shift start times within the agreed spread of hours will require 24 hours notice and is limited to three (3) changes per annum. In the unlikely event of an additional requirement to change start times, seven (7) days notice will be given

## **23. Transport Industry - Training Education and Industrial Rights Council**

The Company will contribute an up-front payment of \$45,000 per annum to the Transport Industry Training Education and Rights Council. This contribution will be on behalf of the employees covered by this Agreement.

## **24. TWU Workplace Representatives**

The Company acknowledges the position and responsibilities of our employees who are elected to be TWU Delegates and Co-Delegates. Set out below are the rights of the Delegates/Co-Delegates:

The right to be treated fairly and to perform their role as Union Delegate or Workplace Representative without any discrimination in their employment.

The right to formal recognition by the employer that endorsed Union Representatives to speak on behalf of Union members in the workplace.

The right to bargain collectively on behalf of those they represent.

The right to consultation and access to information about the workplace and the business.

The right to paid time to represent the interests of members to the employer and to industrial tribunals.

The right to paid time during normal working hours to consult with Union members.

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 (as per Clause 19.0).

The right to paid time off to attend accredited Union education and training (as per Clause 19.0).

The right to address new employees about the benefits of Union membership at the time that they enter employment with the company.

The right to discuss Union and workplace matters with all employees at the workplace. All meetings to be held after consultation and agreement with management meeting time to be as agreed.

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.

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.

The right to place Union information on a notice board in a prominent location in the workplace.

The right to take leave to work with the Union after consultation and agreement with the Company.

TWU Workplace Representatives shall have the following responsibilities:

To provide awareness and understanding of the Union's aims and achievements whenever possible.

To know the profile of Union members in the workplace.

To recruit and involve employees in the workplace in the Union and its activities.

To be approachable and helpful to Union members in the workplace.

To seek out and encourage other Union members to take on roles and responsibilities.

To provide up to date and relevant Union information to Union members in the workplace.

To regularly undergo Union education and training.

To represent the views of the members.

To represent Union members fairly and accurately in negotiations and with individual grievances.

To keep in regular contact with the Union Organiser and other Union Representatives in the workplace.

## **25. Supplementary Labour and Contracting Out**

### **25.1 Labour Hire Companies**

- (a) Star Track Express agrees that when necessary to meet short term peak work requirements additional labour will be sourced from Labour Hire Companies who have a registered enterprise agreement with the Transport Workers Union.
- (b) Star Track Express will ensure that the employees of labour hire companies engaged by Star Track Express are paid no less than the rate fixed by this Agreement for any work performed by them for or on behalf of Star Track Express.
- (c) If Star Track Express experiences problems with the implementation of clause 25.1, owing to a genuine emergency (as defined in clause 25.5 (b)), Star Track Express will discuss alternative arrangements with the Branch Secretary (or nominee) of the Transport Workers' Union to ensure that the business needs of Star Track Express are met.

## 25.2 Local Outside Hire

- (a) Star Track Express agrees that when necessary to meet short term peak work requirements additional resources will be sourced from outside hire companies who have a registered enterprise agreement (and if applicable a registered agreement for contract carriers) with the Transport Workers Union which is to be registered with the Industrial Relations Commission of NSW.
- (b) Star Track Express will ensure that by 1 July 2005, it will achieve compliance with clause 25.2. Star Track Express commits to purchasing a minimum of twenty (20) additional vehicles to reduce current volumes of outside hire being used in the Sydney depot. Parties will also ensure that a review take place on 1 July 2005 to ensure compliance with this clause.
- (c) Star Track Express will ensure that by 1 July 2005 outside hire companies pay no less than the rate fixed by this Agreement for any work performed by them or their transport workers for or on behalf of Star Track Express.
- (d) Star Track Express will ensure that work that it contracts out to outside hire companies is not further subcontracted, assigned or transferred by such companies.
- (e) If Star Track Express experiences problems with the implementation of clause 25.2, owing to a genuine emergency (as defined in clause 25.5 (b)), Star Track Express will discuss alternative arrangements with the Branch Secretary (or nominee) of the Transport Workers' Union to ensure that the business needs of Star Track Express are met.

## 25.3 Line Haul

- (a) Star Track Express currently subcontracts its entire line haul requirements. Star Track Express agrees that line haul companies engaged by it to provide more than two (2) line haul units per week or eight (8) line haul units in any four week period or fifteen (15) line haul units in any three month period or sixty (60) line haul units in any 12 month period are covered by a registered enterprise agreement (and if applicable a registered agreement for contract carriers) with the Transport Workers Union which is to be registered with the Industrial Relations Commission of NSW. Star Track Express will ensure that this is implemented by no later than 1 July 2005. Parties will also ensure that a review take place on 1 July 2005 to ensure compliance with this clause.
- (b) Star Track Express will ensure that by 1 July 2005 all single line haul owner operators engaged by the company are covered by a registered agreement for contract carriers signed between the Star Track Express and the Transport Workers Union which is to be registered with the Industrial Relations Commission of NSW. This registered agreement will include coverage of matters such as site rates and conditions of engagement. Parties will also ensure that a review take place on 1 July 2005 to ensure compliance with this clause.
- (c) Star Track Express shall provide to the Transport Workers' Union a list of companies it regularly contracts with for the purpose of contracting out work within two weeks of the signing of this agreement. Furthermore, Star Track Express shall update said list and provide a copy of that updated list to the Transport Workers Union at the request of the Branch Secretary (or his nominee) and its delegates.
- (d) Star Track Express also acknowledges that Freestones and Western Freight Management at the signing of this agreement are the only two line haul companies engaged by it that Star Track Express has a written contract with. Those two named companies above will be strongly encouraged by Star Track Express to have a registered agreement with the Transport Workers Union by no later than 1 July 2005.
- (e) Star Track Express will ensure that work that it contracts out to line haul companies is not further subcontracted, assigned or transferred by such companies.

- (f) If Star Track Express experiences problems with the implementation of clause 25.3, owing to short term peaks, high demands or unavailability of regular suppliers which Star Track may experience from time to time during the life of this agreement, Star Track Express will discuss alternative arrangements with the Branch Secretary (or nominee) of the Transport Workers' Union to ensure that the business needs of Star Track Express are met.
- (g) If Star Track Express experiences problems with the operational nature of Clause 25.3 (f), the dispute procedure in this Agreement shall apply.

#### 25.4 Consultation on Major Changes

- (a) Star Track Express commits to consultation with the Transport Workers Union in relation to any major changes to its operations which will have a significant impact on its employees.
- (b) It is not Star Track Express' intention to contract out any significant part of its workforce or its work nor make any substantial change in the current overall balance of employee/contractor resources. Contractors will not be used as a means of pursuing a reduction in wages and conditions of Star Track Express employees or altering Star Track Express' commitment to providing opportunities for its transport workers. Where Star Track Express proposes to contract out work currently performed by its transport workers, Star Track Express shall hold discussions with all of its transport workers who might be affected and the Transport Workers Union.
- (c) Such discussions shall take place as soon as is practicable and in any event not less than twelve weeks before the proposed contracting out of work is intended to commence. The discussions shall cover all relevant matters, including:
  - (i) The reasons for the proposed contracting out of work;
  - (ii) Any available alternatives to the contracting out of work;
  - (iii) Measures to avoid or minimise the effects of the contracting out of work;
  - (iv) Measures to mitigate any adverse effects of the contracting out of work, particularly with respect to persons whose positions are displaced as a result; and
  - (v) The availability of reasonable alternative employment with Star Track Express for those whose positions are displaced.
- (d) For the purposes of such discussions, Star Track Express shall, as soon as practicable, provide in writing to the affected transport workers and the Transport Workers Union all relevant information about the proposed contracting out of work, including:
  - (i) The number and categories of transport workers likely to be affected;
  - (ii) The number of transport workers normally engaged; and
  - (iii) The name and address of the contracting business(s) which the employer intends contracting work out to.
- (e) Whilst such discussions are occurring, or whilst the disputes settlement procedures is being followed pursuant to clause 30 of this agreement with respect to any matter arising out of such discussions, Star Track Express shall not proceed to enter into any contract with a contract business with respect to the contracting out of the work which is the subject of the discussions.

- (f) Star Track Express must not decide to contract out work which is currently performed by persons directly engaged by Star Track Express for any of the following reasons, or for reasons which include any of the following reasons:
  - (i) To avoid having to pay a benefit to which such persons are entitled under:
    - (A) This or any other applicable award or other industrial instrument;
    - (B) Their contracts of employment;
    - (C) Applicable Industrial Relations legislation; or
    - (D) Any order of a court or industrial tribunal.
  - (ii) To avoid any other lawful obligation of the employer including any obligation arising under occupational health and safety legislation; or
  - (iii) To remove or weaken the Transport Workers Union presence in the workplace.
- (g) Where it is alleged that Star Track Express has made a decision to contract out work for any of the reasons set out in (f) above, or for reasons which include any of those reasons, it shall be presumed that the decision was made for those reasons unless Star Track Express proves otherwise.
- (h) Nothing in this clause affects any obligation upon the employer to provide notice or to pay severance or redundancy pay arising under this or any other enterprise agreement or award or order of the Commission pursuant to the Employment Protection Act 1982.

#### 25.5 Definitions

- (a) For the purposes of this clause "Local Outside Hire" and "Outside Hire Companies" includes courier, taxi truck, local tow operators, prime mover and/or trailer or full rig combinations engaged to provide pick up and delivery services.
- (b) For the purpose of this clause "Genuine Emergency" means short term peaks, high demands or unavailability of regular suppliers which Star Track may experience from time to time during the life of this agreement.
- (c) For the purpose of this clause "Line Haul Unit" means a prime mover and/or trailer or full rig combinations.
- (d) For the purpose of this clause "company" includes employer, person or entity.

#### **26. Chain of Responsibility**

- (i) The chain of responsibility clause covers all work contracted out by Star Track Express.
- (ii) Star Track Express shall keep records containing details of the work it has contracted out including the name and address of the employer, person or entity to whom the work has been contracted, the date the work was contracted, a description of the work to be performed and the names and addresses of the employees who perform the work that has been contracted. The addresses of the employees, who perform the work that has been contracted, can only be provided by Star Track Express to the Transport Workers' Union if prior consent has been given by that employee.



- (iii) The chain of responsibility clause will establish a two way 'tracking' system, whereby work that has been contracted out can be tracked both ways along the transport and distribution chain. Work must only be contracted out in accordance with the terms and conditions of this agreement, including the terms and conditions of this clause, and applicable legislation including:
- (a) NSW Transport Industry (State) Award;
  - (b) Transport Industry General Carriers Contract Determination; and
  - (c) Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW)
- (iv) Star Track Express will take all necessary steps to ensure that for each and every line haul freight delivery task a Safe Driving Plan is completed. Copies of Safe Driving Plans will be kept electronically on the Star Track Express computer network. A paper copy will be given to the worker(s) actually performing the work.
  - (v) When the person performing the work collects a load, the person performing the work and the consigner/freight forwarder/client will complete the relevant details on the Safe Driving Plan. A copy of the completed plan will stay with the consigner/freight forwarder/client. Two copies of the plan will go with the person performing the work together with one copy of the plan for the trip completed by that person immediately prior to the current trip. At arrival at the delivery point the person performing the work and the recipient will complete the details relating to the odometer reading at the time of arrival, the actual arrival time, the total time taken for rest breaks and any other trips or side trips. The Safe Driving Plan is then to be signed by the recipient who is to retain a copy. The Company must ensure that where a load requires more than one leg or more than one person performing the work, it must ensure that a Safe Driving Plan is completed for each leg or each person associated with that load. Star Track Express will amend their current Safe Driving Plan to reflect compliance with this clause.
  - (vi) The records referred to in (ii), (iv) and (v) above, shall be available for inspection and copying by a person duly authorised as if it were a record permitted to be inspected and copied under Part 7 of Chapter 5 of the Industrial Relations Act (NSW) 1996, Occupational Health and Safety Act (NSW) 2000 and the Occupational Health and Safety Regulation (NSW) 2001 or, in relation to sites located in the ACT, as if it were a record permitted to be inspected and copied under Workplace Relations Act 1996 (Cth).
  - (vii) Star Track Express will ensure that work that is to be performed by a subcontractor (whether they be an employer, person or entity) is not further subcontracted, assigned or transferred by the said subcontractor to another contractor.
  - (viii) Star Track Express will ensure that any contract or arrangement, made after the signing of this agreement, that it enters into resulting in work being performed by employees or contract carriers, other than those directly engaged by the company, contains a term, breach of which is to be expressed as fundamental, prohibiting any further contracting out by the employer, entity or person to whom the work has been contracted.
  - (ix) Star Track Express will provide all of its line hauliers with a copy of this clause and relevant additional information as part of its effort to ensure that such line hauliers engaged by it are capable of participating in the Safe Driving Plan outlined in (iv) and (v) above.
  - (x) Star Track Express will insist that all of its line hauliers implement a Driver Fatigue Management Program, which must be completed by 1 July 2005. Star Track Express and the Transport Workers Union will ensure that a review takes place at that time to ensure compliance with this clause.

- (xi) Star Track Express commits to ongoing communication with the Transport Workers' Union in respect of all Chain of Responsibility issues and processes with a view to ensuring that Star Track Express utilises its position in the contract chain to promote safe and legal performance of its work by the employer, person or entity that it subcontracts work out to.
- (xii) 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.

## **27. Employee Entitlements**

The Company will provide an auditors report every six months to certify that the company's financial situation is adequate to meet its obligation regarding Employee Entitlements. The auditors report will verify:

- 27.1 Net tangible assets as a multiple at accrued entitlements including notional redundancy provisions.
- 27.2 Profit before tax exceeds accrued entitlements including notional redundancy provisions.
- 27.3 The financial position of the company to meet its obligations.
- 27.4 The Company will furnish the NSW Transport Workers Union Secretary and Sydney Sub-Branch Secretary with a copy of this report every six months, directly after the audit is completed.
- 27.5 The completed auditors report will be posted onto a lockable noticeboard every six months, directly after the audit is completed.
- 27.6 Leave is reserved to discuss alternative arrangements during the life of this Agreement with the consent of both parties.

## **28. Union Recognition**

- 28.1 The Company recognises the TWU as being the sole Union that shall represent employees covered by this Agreement. This representation will extend to all terms and conditions of engagement of employees engaged by the Company, whether those terms and conditions are subject to this Agreement or not.
- 28.2 It is the policy of the Company that it shall recommend that all of its employees shall join the TWU. This includes positively promoting union membership at the point of recruitment and recommending that all transport workers who are members of the TWU remain members of the TWU.
- 28.3 The Company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the Company to employees electing to join or remain members of the TWU.
- 28.4 The Company agrees not to discriminate, discharge, lay-off or discipline any employees for reason (or for reasons that include the reason) that the employees joined, proposed to join or is a member of the TWU, signed an authorisation card or engaged in Union activity.
- 28.5 A nominee or nominees of the Union shall be given an unfettered, uninterrupted opportunity to induct into the Union all new transport workers 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 transport workers. The list will state the following:

the name of each employee;

the contact address and email address of each employee (this will only be provided after prior consent has been given by the said employee);

the classification of each employee;

the department/section/yard/group in which the employee is engaged; and

the date the employee 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 employees 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 employees in the workplace, a Union generated notice as to the purpose of, and any other relevant information about, the induction.

28.6 At the commencement of this Agreement, the company shall allow a one-off induction of the type and in the manner specified in 28.5, above, of all existing employees, to be held in conjunction with the EBA Training specified in clause 17 of this agreement.

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

## **29. Payroll Deduction**

29.1 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any employee provided that:

- (a) the employee 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 an employee.

29.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the Company to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

29.3 Monies so deducted from employees' 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 employees' membership accounts, including, but not limited to, names, addresses, and phone numbers.

29.4 Where an employee 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 employee to make a fresh authorisation in order for such deductions to commence or continue.

- 29.5 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.
- 29.6 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
- 29.7 Where an employee 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 employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.
- 29.8 Other Deductions
- (i) All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction:
- within thirty days of the deduction occurring; or
- 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.
- (ii) The company shall generate and maintain records of the following transactions:
- Deductions. Such deductions shall appear on the employee's next pay advice; and
- Payments to recipient institutions. The company shall provide the employee with evidence that such a payment has been made upon the request of the employee.

### **30. Settlement of Disputes**

- 30.1 The parties have agreed that the following procedure shall apply for the settlement of disputes:
- (a) The matter should first be discussed at the workplace level between employees and relevant management. If an employee so requests the Union delegate will be involved in such discussions;
- (b) If the matter is not settled discussions shall occur between the appropriate Union official and management;
- (c) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company;
- (d) 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;
- (e) Where the matter cannot be settled by conciliation, the Commission may determine the dispute by arbitration.
- (f) 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.

- 30.2 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 employees have genuine concerns for their health and safety.
- 30.3 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 employment of employees as defined in Clause 30.5
- 30.4 Management will be given the opportunity to address employees directly at every stage of the settlement of disputes procedure.
- 30.5 For the purposes of this clause "employee" means an employee 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.

**31. Savings Clause**

- 31.1 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 unless section 31.1 is deemed to be in breach of the law.
- 31.2 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 state award/contract determination provisions, with the result of eliminating or reducing award/contract determination entitlements of persons covered by this agreement the parties agree that such state award/contract determination 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 if section 31.2 is deemed to be in breach of the law.

**32. Execution**

Signed for and on behalf of the Company:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

**ANNEXURE A**

**SUBCONTRACTOR PAYMENT VOUCHER**