



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Star Track Express Pty Limited

(AG2012/1558)

STAR TRACK EXPRESS PTY LIMITED - TRANSPORT WORKERS' UNION FAIR WORK AGREEMENT NSW/ACT 2012-2015

Road transport industry

COMMISSIONER LEWIN

MELBOURNE, 5 JUNE 2012

Application for approval of the Star Track Express Pty Limited - Transport Workers' Union Fair Work Agreement NSW/ACT 2012-2015.

[1] An application has been made for approval of an enterprise agreement known as the *Star Track Express Pty Limited - Transport Workers' Union Fair Work Agreement NSW/ACT 2012-2015* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). It has been made by Star Track Express Pty Limited, the employer of persons to be covered by the Agreement. The Agreement is a single enterprise agreement.

[2] The Transport Workers’ Union of Australia (“TWU”) is a bargaining representative for the Agreement.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings meet the requirements as provided for by s.190 of the Act.

[4] I have sought the views of the bargaining representatives in respect of the undertakings, pursuant to s.190(4) of the Act. The bargaining representatives advise no concerns with the undertakings provided.

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

[6] The TWU has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement was approved on 5 June 2012 and, in accordance with s.54, will operate from 13 June 2012. The nominal expiry date of the Agreement is 31 March 2015.



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Annexure A

Before Fair Work Australia

Application for approval of

Star Track Express Pty Limited – Transport Workers' Union
Fair Work Agreement NSW/ACT 2012-2015

AG2012/1558

Undertaking pursuant to Section 190 of the Fair Work Act 2009

I, Stephen Cleary, Chief Executive Officer, of 1 Merriwa Street Gordon New South Wales 2072 hereby undertake for and on behalf of Star Track Express Pty Limited (the employer) as follows:

- (a) For the purposes of clause 17 of the *Star Track Express Pty Limited – Transport Workers' Union Fair Work Agreement NSW/ACT 2012-2015* (the Agreement), including clause 17.2(a), an employee shall be entitled to be represented by a representative, from the TWU or otherwise.
- (b) Accordingly, a representative of an employee's choice may be appointed to represent the employee at each and every stage of the dispute settlement procedure established by clause 17 of the Agreement.
- (c) This undertaking in relation to the Agreement is given by the employer in order to meet the requirements of section 186(6) of the Fair Work Act.

Signature:  _____

Date: 31/05/2012

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

STAR TRACK EXPRESS PTY LIMITED – TRANSPORT WORKERS’ UNION FAIR WORK AGREEMENT NSW/ACT 2012-2015

PART 1 – APPLICATION AND OPERATION

1. TITLE

The title of this Agreement is the Star Track Express Pty Limited – Transport Workers’ Union Fair Work Agreement NSW/ACT 2012-2015.

2. ARRANGEMENT

This Agreement is arranged as follows:

Part 1 - Application and Operation

1. Title
2. Arrangement
3. Definitions
4. Duration of Agreement
5. Application
6. Parties Bound
7. Relationship to Legislation and Other Instruments
8. Preamble
9. Objectives
10. Fair Dealing Policy
11. Local Agreements
12. Flexibility Arrangements
13. Conduct of the Parties
14. No Extra Claims
15. Negotiation of Next Agreement

Part 2 - Productivity, Consultation, Training and Dispute Resolution

16. Productivity Improvements
17. Settlement of Disputes
18. Consultation regarding Major Workplace Change
19. Training
20. Safe Systems of Work/Drug and Alcohol and Safe Driving Plans
21. Access to the Agreement and the National Employment Standards
22. TWU Recognition and Freedom of Association
23. Union Inductions
24. TWU Delegates’ Leave
25. Right of Entry
26. Demarcation

Part 3 - Types of Employment and Termination of Employment

27. Work Organisation
28. Unauthorised Persons Riding on Vehicles

- 29. Types of Employment
- 30. Labour Hire
- 31. Fleet Outside Hire
- 32. Linehaul Operations
- 33. Termination of Employment
- 34. Redundancy
- 35. Employee Entitlements

Part 4 - Wages, Allowances and Related Matters

- 36. Wage Increases and Rates of Pay
- 37. Juniors
- 38. Higher Duties
- 39. Allowances
- 40. Travelling Allowance
- 41. Articles of Clothing
- 42. First Aid Allowance
- 43. Medical Checks
- 44. Payment of Wages
- 45. Superannuation
- 46. Aviation and Maritime Security Identification Cards (ASIC/MSIC)

Part 5 - Hours of Work and Related Matters

- 47. Ordinary Hours of Work
- 48. Shift Work
- 49. Start Times
- 50. Breaks
- 51. Overtime
- 52. Penalty Rates
- 53. Absences from Duty

Part 6 - Leave and Public Holidays

- 54. Annual Leave
- 55. Personal/Carer's Leave and Compassionate Leave
- 56. Community Service Leave
- 57. State Emergency Services and Volunteer Bush Fire Brigade Leave
- 58. Defence Force Reserve Leave
- 59. Parental Leave
- 60. Public Holidays
- 61. Long Service Leave
- 62. Signatures

- Appendix A** Classifications and Gradings
- Appendix B** Supported Wage System
- Appendix C** New South Wales
- Appendix D** Australian Capital Territory
- Appendix E** 3PL Warehouse Division

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.

Award means the *Road Transport and Distribution Award 2010*.

Casual employee means an employee engaged and paid as such.

Company means Star Track Express Pty Limited (ACN 001 227 890).

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

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

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

Double-articulated vehicle means a vehicle with four or more axles, comprising a power unit (called tractor truck, prime mover, etc.) and semi-trailer (called 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 being coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled.

Double time means the employee's ordinary rate of pay plus 100 per cent.

Drivers means any person engaged to drive or control any type of vehicle specified in this Agreement irrespective of any other duties. This definition

shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.

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

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

FWA means Fair Work Australia.

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

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

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

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

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

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

Loader-Freight Forwarder/Freight Handler means an employee not defined elsewhere in this Agreement who is engaged in loading or unloading any goods, wares, merchandise or materials onto or from any vehicle and in work incidental to such loading or unloading; and a person engaged as a motor driver's assistant but who performs work on the waterfront of the nature

usually performed by a loader shall be deemed to be a loader whilst performing such work.

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

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

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

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

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

OHS Law means a State or Territory law regulating occupational health and safety in the workplace.

Other Agreed Starting Place means a place, other than the Company's workplace, at which it is agreed between the company and the employees affected, such employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours. Upon such agreement having been reached between the Company and the employees, as aforesaid, the company shall forthwith notify the branch or sub-branch secretary of the Union of the location of such other agreed starting place.

Outside hire means outside hire companies directly engaged by Star Track Express to perform fleet duties as required from time to time.

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

Radio operator means an employee whose major duties are staffing of a mobile two-way radio system, data entry despatch system, voice despatch

system and/or any other form of dispatch system and include all instruction relating to the movement of goods and/or freight.

RT LDO Award means the *Road Transport (Long Distance Operations) Award 2010*.

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

Serious misconduct means conduct as defined in Regulation 1.07 of the *Fair Work Regulations 2009*.

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

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

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

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

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

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

- loading and unloading goods onto or from road vehicles,
- stacking goods on the goods yard platform,
- stowing and unstowing goods into and from rail trucks or containers of all descriptions,
- loading and unloading goods from shelving, checking and sorting loads,

- checking and sorting goods in the depot,
- operating mechanical handling appliances (including but limited to pallet jacks), and
- clerical duties, including the compilation of manifests and load summaries, associated with such work.

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

Union means and refers to the Transport Workers' Union of Australia.

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

3PL means Third Party Logistics.

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

4. DURATION OF AGREEMENT

This Agreement operates from 7 days after it is approved by Fair Work Australia. The nominal expiry date of this Agreement is 31 March 2015.

5. APPLICATION

- 5.1** This Agreement shall apply to all employees of Star Track Express Pty Limited who are employed:
- (a) by the Company in respect to its business carried out in New South Wales and the Australian Capital Territory, including any facilities established in New South Wales and the Australian Capital Territory by the Company during the life of this Agreement; and
 - (b) in the classifications set out in Appendix A and Appendix E of this Agreement, and any other employee (excluding an employee part of the Company's management team) engaged in or in connection with transport or distribution; and
 - (c) who fall within the conditions of eligibility for membership of the TWU.

6. PARTIES BOUND

6.1 The parties to this Agreement are:

- (a)** the Company;
- (b)** the Union; and
- (c)** all employees who are engaged in any of the occupations specified in Appendix A and Appendix E of this Agreement and any other employee (excluding an employee part of the Company's management team) engaged in or in connection with transport or distribution, whether members of the Union or not.

7. RELATIONSHIP TO LEGISLATION AND OTHER INSTRUMENTS

7.1 This Agreement replaces and wholly supersedes the following agreements:

- (a)** Star Track Express New South Wales Enterprise Bargaining Agreement March 2006-March 2009 Extended to March 2012; and
- (b)** Star Track Express Canberra Enterprise Bargaining Agreement July 2010-March 2012.

7.2 The NES contains the minimum conditions of employment for employees covered by this Agreement, and the NES applies where this Agreement is silent on the particular condition of employment.

7.3 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.

8. PREAMBLE

Star Track Express Pty Ltd 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 clearly only 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 and superannuation increases to all employees included in clauses 36 and 45.

9. OBJECTIVES

9.1 The objects of this Agreement are to:

- (a)** Enhance the productivity and efficiency of the Company's operations;
- (b)** Promote the training of Star Track Express employees in vocational skills, safe working practices and an understanding of the benefits they enjoy under this Agreement and the Company's detailed policies;
- (c)** Promote job security 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
- (d)** Provide Star Track Express employees with a fair measure of income and entitlements protection.

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

9.3 The parties to this Agreement are committed to a safe and sustainable transport industry.

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

10. FAIR DEALING POLICY

10.1 The Fair Dealing Policy is the centrepiece of human resource policy within the organisation.

10.2 The Fair Dealing Policy is found in the Star Track Express Employee Handbook.

10.3 It is recognised that the contents of the Star Track Express Employee Handbook, including the Fair Dealing Policy, may be updated and modernised from time to time.

11. LOCAL AGREEMENTS

11.1 The parties to this Agreement agree that any yard agreement or other unregistered arrangement in force at the time that this Agreement is executed

shall continue to apply unless the parties to this Agreement at the workplace/s affected specifically agree to other arrangements to apply in lieu thereof.

11.2 Variation to this Agreement shall be made in accordance with section 209 of the Act and processed in accordance with section 210 of the Act and any other statutory requirements.

11.3 Notwithstanding clause 11.2, the Company and the Employees at any site may agree to enter into a Local Agreement or vary the terms of any Local Agreement applying at that site.

11.4 The Company must not:

- (i) request that employees enter into a Local Agreement; or
- (ii) enter into a Local Agreement under this clause,

without first having consulted with the Union and the Employees at the site in accordance with clause 18. Without limiting that clause, as part of the consultation process, the Company must provide the Union and the Employees with details in writing of the proposed Local Agreement.

11.5 The Company recognises that as part of the consultation process, the Union may canvass the views of the Employees at the site as to the proposed Local Agreement, which may include conducting a majority vote of the employees on the proposed Local Agreement.

11.6 To be effective, any Local Agreement made under clause 11.1 must be in writing and signed by the relevant Branch of the Union and the Director of Operations. To avoid doubt, the Director of Operations must be included in the process for any Local Agreement to be effective.

11.7 If:

- (i) the Union or the Employees at the site object to the proposed Local Agreement; or
- (ii) the Secretary of the relevant Branch of the Union refuses to sign the proposed Local Agreement,

the Company may elect to treat the objection or refusal as giving rise to a dispute, and that dispute will be dealt with in accordance with clause 17.

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

11.9 This Agreement incorporates any Local Agreement made during the life of this Agreement, provided that the Local Agreement prevails over the terms of this Agreement to the extent of any inconsistency.

12. FLEXIBILITY ARRANGEMENTS

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

- (a)** the Agreement deals with one or more of the following matters:
 - overtime penalty rates in order to cater for personal or family circumstances of the employee concerned;
 - hours of work, including rostered days off and crib breaks;
 - annual leave.
- (b)** the arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in clause 12.1(a); and
- (c)** the arrangement is genuinely agreed to by the Company and the employee.

12.2 The Company must ensure that the individual flexibility arrangement:

- (a)** is in writing; and
- (b)** includes the name of the Company and employee; and
- (c)** is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d)** includes details of:
 - the terms of this Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e)** states the day on which the arrangement commences.

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

12.4 The Company or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and employee agree in writing - at any time.

13. CONDUCT OF THE PARTIES

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

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

13.3 For the purposes of this Agreement, "good faith" requires the parties to:

- (a) deal with one another honestly and genuinely, and in a manner which maintains the integrity of this Agreement;
- (b) take an honest and genuine approach to resolution of any disputes arising between them;
- (c) refrain from capricious or unfair conduct that undermines the Agreement;
- (d) give genuine consideration to, and respond to, the positions and proposals of other parties in relation to any disputes; and
- (e) disclose information (other than confidential or commercially sensitive information) which is relevant to any dispute in a timely manner.

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

14. NO EXTRA CLAIMS

14.1 Up to the nominal expiry date of this Agreement, the Union and the employees will not pursue (including through Local Agreements under clause 11 above) any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not.

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

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

15. NEGOTIATION OF NEXT AGREEMENT

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

15.2 At the commencement of this Agreement all employees will attend an awareness session on the content of the new Agreement during normal working hours. This session will be conducted by representatives of management, an EBA committee member and a TWU organiser.

PART 2 – PRODUCTIVITY, CONSULTATION, TRAINING AND DISPUTE RESOLUTION

16. 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.

16.1 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.

16.2 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 this means that the last Brisbane 9.30pm and Gold Coast 10.00pm units must depart by 9.30pm, Melbourne by 10.00pm and Tamworth, Coffs Harbour, Lismore and Wagga by 10.30pm.
- In Canberra this means the aim is to complete the PM load out by 17:00 to enable the departures of both the Sydney and Melbourne linehaul to be no later than 17:15.
- 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.

16.3 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.

16.4 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.

- 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.
- In Minchinbury 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.
- In Canberra our objective is to achieve 100% on road time by 9:00am and 95% return to depot time of 16:30, with 100% by 16:45.
- This means that unload times may take more or less time depending on circumstances.

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

16.6 Support for Technological Innovation

16.6.1 The parties recognise that the use of new technologies by Star Track Express can assist Star Track Express to:

- enhance employee safety and welfare;
- enhance the safety and welfare of members of the public;
- comply with its legislative obligations, including occupational health and safety and road transport legislation;
- enhance the efficiency and profitability of its business; and
- establish a point of differentiation with its competitors.

16.6.2 If Star Track Express wishes to introduce new technologies it agrees to consult with the employees and the Union in accordance with clause 18.

16.6.3 Consistent with clause 13, the employees and the Union must not unreasonably object to, hinder or obstruct the introduction of new technologies by Star Track Express.

16.7 Support for Emerging Market Opportunities

16.7.1 During the life of this Agreement, the parties agree to enter discussions with a view to finalising a Local Agreement (in accordance with clause 11 of this Agreement) about the establishment of a new Fleet structure primarily focused on the home delivery/online shopping delivery market.

16.7.2 Such discussions shall commence in July 2012 and implementation will commence shortly thereafter.

16.7.3 The Company must not seek to introduce or implement any new Fleet structure without first having consulted with the Union and the Employees at the site in accordance with clause 18. Without limiting that clause, as part of the consultation process, the Company must provide the Union and the Employees with details in writing of the proposed new Fleet structure.

16.7.4 The Company recognises that as part of the consultation process, the Union may canvass the views of the Employees at the site as to the proposed new Fleet Structure.

16.7.5 Consistent with clause 13, the Employees and the Union must not unreasonably object to, hinder or obstruct the establishment of a new Fleet Structure as stated above by Star Track Express.

16.7.6 In the event of any dispute arising about the establishment of a new Fleet Structure as stated above by Star Track Express, the parties will follow the settlement of disputes procedure in clause 17.

16.7.7 If the dispute is ultimately referred to Fair Work Australia under clause 17, then FWA must approach the matter in accordance with the general

principles set out in the *XPT Case* ([1984] 295 CAR 188] and decline to interfere in matters which are within the managerial prerogative of the Company. Those principles require FWA to examine all of the facts and not interfere with the right of the Company to manage its own business unless the Company is seeking from its employees something which is unjust or unreasonable. Those principles make it clear that the responsibility for managing the business, and thus taking the necessary decisions are those of management. The proposed decision of the Company about the establishment of a new Fleet Structure is only to be interfered with for the purpose of overcoming any unjust or unreasonable demand on employees. The rationality or the reasonableness of the proposed decision per se is not open to consideration, only its effects.

- 16.7.8** Without limiting the relief that might be granted by Fair Work Australia, FWA may determine that the Company's proposed decision to establish a new Fleet Structure be subject to a trial period of up to 3 months, following which the parties and FWA may assess the effects of the new Fleet Structure on employees.

17. SETTLEMENT OF DISPUTES

- 17.1** The procedure set out in this clause shall apply to any dispute or grievance that arises at the workplace between an employee and the Company about the interpretation or application of this Agreement, the Award or the NES.
- 17.2** The dispute or grievance, as defined above, shall be dealt with in the following manner:
- (a)** The matter must first be discussed by the aggrieved employee(s) directly with his or her or their immediate Team Leader/supervisor.
 - (b)** If the matter remains in dispute, it must next be discussed with the Team Leader/supervisor's immediate superior or another representative of the employer appointed for the purpose of this procedure. The TWU delegate for the worksite has the right to attend and participate in this discussion as a representative of an employee provided that the TWU delegate is the representative of the employee's choice.
 - (c)** If the matter remains in dispute, it must next be discussed with the relevant manager of the employer. The TWU State Secretary (or his/her nominee) has the right to attend at and participate in this discussion as the representative of an employee provided that the relevant TWU State Secretary is the representative of the employee's choice. The Branch/Operations Manager may seek the involvement of the State Director or Director of Operations.
 - (d)** If the matter remains in dispute after the involvement of the relevant TWU State Secretary and the relevant Operations/Branch Manager

and/or State Director, the matter must be discussed with the Director of Operations (or his nominee).

- (e) If the matter remains in dispute, either party may refer the dispute to Fair Work Australia (FWA) for conciliation. For this purpose, it is agreed that the action FWA may take includes arranging conferences of the parties or their representatives at which FWA is present; and arranging for the parties or their representatives to confer among themselves as conferences at which FWA is not present.
- (f) If the matter is not resolved in conciliation conducted by FWA, the parties agree that FWA shall proceed to arbitrate the dispute. In relation to such an arbitration, the parties agree that:
 - FWA 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 Fair Work Act 2009.
 - Before making a determination FWA will give the parties an opportunity to be heard formally on the matter(s) in dispute.
- (g) The decision of FWA will be binding on the parties subject to the following agreed matters:
 - There shall be a right of appeal to a Full Bench of FWA against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Bench may allow.
 - The appeal will be conducted in accordance with in accordance with Subdivision E, Division 5, Part 5-1 of the Fair Work Act.
 - The Full Bench (or a nominated member of the Full Bench) shall have the power to stay the decision pending the hearing and determination of the appeal.
 - The decision of the Full Bench in the appeal will be binding upon the parties.

17.3 While a dispute is being resolved, employees must continue to work as normal in accordance with their contracts of employment and must comply with any reasonable direction given by the Company to perform other available work as required. The TWU, the employees and the Company are committed to ensuring that this occurs. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

17.4 The parties to the dispute agree to be bound by any decision made by Fair Work Australia in accordance with this term. The parties undertake to resolve any disputes in a timely manner in accordance with the procedure set

out in this clause and will co-operate to ensure that these procedures are carried out expeditiously.

- 17.5 The parties are entitled to be represented, including by legal representatives, in relation to any conciliation and/or arbitration process conducted by FWA and any appeal.

18. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

18.1 Employer to notify

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

18.2 Employer to discuss change

- (a) The Company must discuss with the employees affected and their representatives, including the Union, the introduction of the changes referred to in clause 18.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) Subject to clause 18.2(c), the discussions must commence as early as practicable after a decision has been made by the Company to make the changes referred to in clause 18.1.
- (c) In the event that the Company has made a decision to contract out work currently performed by its employees, the discussions must take place as soon as practicable and in any event not less than twelve weeks before the proposed contracting out of work is intended to commence.
- (d) For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, including

the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

18.3 Consultation generally and Consultative Committees

- (a) The parties agree that the relevant Consultative Committee currently established shall remain so constituted throughout the life of this Agreement and shall at all times be composed of representatives of both the Company and the employees ("**the Committee**").
- (b) The Consultative Committee shall accordingly be the consultative body to who each of the parties hereto shall refer any matters relating to the organisation or performance of work in the Company. In this regard the Committee shall minute all matters coming before it and shall regularly post such minutes for all the employees to view at the relevant Company yard.
- (c) Each Consultative Committee shall consist of at least one Union delegate and one senior management representative. The employee representatives of each Consultative Committee will be elected at the commencement of this Agreement in respect of each relevant Branch. Where possible, the employee representatives nominated for election should constitute a fair representative sample of the respective work functions at each relevant Branch.
- (d) Each Consultative Committee shall discuss, for the purposes of enhancing compliance with this Agreement, at least the following items on a regular basis, with such discussions to be minuted and posted for all relevant employees to view:
- the use of supplementary labour, including outside hire and labour hire agencies;
 - the reasons for the use of supplementary labour; and
 - the ratio of casual employment to the number of directly hired employees at the relevant Branch.
- (e) For the avoidance of doubt, each Consultative Committee does not have the ability to make decisions about the running of the Company or the application of this Agreement, including the matters referred to in the preceding clause.
- (f) Each Consultative Committee may request access to information relating to the matters identified in clause 18.3(d), and the Company shall not unreasonably withhold such information.

19. TRAINING

- 19.1** As the Company embraces the technological advances and industrial reform essential for its success, it is critical that employees embrace the concepts of multi-skilling and additional training. This means that drivers and freight handlers may be required to learn and experience different factors of the Company's operations which are subject to the application of this Agreement. All new employees are required to complete a Company induction program which shall include an introduction from the relevant employee representative.
- 19.2** Where, as a result of consultation, it is agreed by the Company that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours or other working hours as approved by the Company, the employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave.
- 19.3** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
- 19.4** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.
- 19.5** Members of OH&S committees will receive OH&S accredited training in accordance with the relevant OHS Law.
- 19.6** "Blue Card" training is an independently provided training course aimed at improving safety awareness.
- 19.7** The parties agree that each new employee covered by this Agreement shall undertake a "Blue Card" Training Program, conducted by a licensed "Blue Card" training provider. This training is to be provided during the initial Company induction training referred to above.

20. SAFE SYSTEMS OF WORK/DRUG AND ALCOHOL AND SAFE DRIVING PLANS

- 20.1** The Occupational Health and Safety of employees is the Company's highest priority as outlined in our Fair Dealing Policy.

- 20.2** The Company agrees that all work be performed lawfully and in accordance with safe systems of work which shall, inter alia, include:
- (a) A requirement to assess and eliminate or control risk in respect to Fatigue, Speed, Mass Management, Load Restraint and Maintenance;
 - (b) Meeting the cost of medical and other health related examinations in accordance with clause 42 below;
 - (c) Safe scheduling and trip management;
 - (d) Comprehensive and effective fatigue management practices and controls;
 - (e) Safe driving plans and procedures for their use;
 - (f) Drug and alcohol policy designed to eliminate professional drug use amongst transport workers, supplementary labour and outside hire and to ensure that no transport worker or supplementary labour worker or outside hire worker performs work if they are impaired by drugs or alcohol. The policy may include saliva testing (but must not include more invasive forms of testing) and it must include procedures for its development and implementation in consultation with transport workers and the TWU; and
 - (g) Record keeping requirements for accountability and compliance purposes.

21. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

- 21.1** The Company must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.
- 21.2** The Company shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the workplace upon which accredited representatives of the Union shall be permitted to post formal Union notices signed by such representative or representatives.

22. TWU RECOGNITION AND FREEDOM OF ASSOCIATION

- 22.1** 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.

- 22.2** The Company will recognise TWU delegates in their capacity as workplace representatives of transport workers and will treat them fairly and allow them to perform their role without discrimination or interference.
- 22.3** Union delegates will have the right to perform their functions in paid time, including discussions and consultation with union members, representing members in disputes and participating in collective bargaining.

23. UNION INDUCTIONS

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

24. TWU DELEGATES' LEAVE

- 24.1** Delegate representatives from New South Wales and the Australian Capital Territory are entitled to take a total pool of 210 days leave per annum to attend to union business including training, attending industrial proceedings (including FWA proceedings), negotiating Local Agreements and other agreements, meeting and information sessions conducted by the TWU and to be involved in Union campaigning.
- 24.2** In the event that the Company establishes any new facilities in New South Wales and the Australian Capital Territory during the life of this Agreement, then the total pool of delegates leave in accordance with this clause will be increased by 15 days per annum for each new facility.
- 24.3** The amount of delegates' leave under this clause shall not accumulate from year to year.
- 24.4** The delegate representative from each of New South Wales and the Australian Capital Territory will be paid their average earnings during any such periods of delegates' leave.
- 24.5** A delegate representative or the Union shall, in advance, consult and reach agreement with the Company as to the timing and duration of the delegates' leave to be taken. Without limiting the foregoing, a delegate representative or the Union shall give the Company at least five working days' notice of the delegate representative's intention to attend such union business and the leave to be taken, or such shorter period as the Company may agree to accept, in which case the Company will not unreasonably refuse.
- 24.6** The taking of such leave shall be arranged having regard to the operational requirements of the Company so as to minimise any adverse effect on those requirements. The taking of leave shall not be unreasonably withheld by the Company.

25. RIGHT OF ENTRY

- 25.1** This clause sets out the agreement between the Company and the TWU with respect to their rights and obligations of right of entry, other than under an OHS law, in a manner which is consistent with Part 3-4 of the *Fair Work Act*.
- 25.2** The Company will allow an authorised industrial officer to enter the Company's premises as set out in this clause.
- 25.3** For the purposes of this clause, "authorised industrial officer" means an officer or an employee of the TWU who:
- (a)** holds or obtains an entry permit recognised for the purposes of Part 3-4 of the *Fair Work Act 2009*, as amended from time to time, at the date of commencement of this clause; and
 - (b)** continues to hold such an entry at the time of exercising right of entry under this protocol.
- 25.4** For the purposes of this clause, "relevant employee" means an employee of the Company who is covered by this Agreement.
- 25.5** Right of entry under an OHS law will be exercised in accordance with the right of entry provisions in the relevant State or Territory occupational health and safety legislation and the *Fair Work Act 2009*, as amended from time to time.
- 25.6** On the giving of at least 24 hours' written notice, an authorised industrial officer may enter, during working hours, the Company's premises where relevant employees are engaged, for the purpose of holding discussions with relevant employees who wish to participate in those discussions in any lunch time or non-working time.
- 25.7** On the giving of at least 24 hours' written notice, an authorised industrial officer may enter, during working hours, the Company's premises where relevant employees are engaged, for the purpose of investigating any suspected breach of this Agreement or the *Fair Work Act*.
- 25.8** On the giving of at least 24 hours' written notice, an authorised industrial officer may, for the purpose of investigating a suspected breach of this Agreement or the *Fair Work Act*, require the Company to produce for inspection, during usual office hours at the Company's premises, any records or other documents kept by the Company that are related to the suspected breach (to the extent the records or documents relate to the employment of a person who is a member of the TWU) and may make copies of the entries in any such records or other documents related to any such suspected breach.
- 25.9** An authorised industrial officer must not deliberately hinder or obstruct the Company or employees during their working time.

25.10 The Company must not hinder or obstruct an authorised industrial officer in the exercise of the powers referred to in this clause.

25.11 Should any issue arise concerning the operation of this clause, it shall be dealt with by way of clause 17 – Settlement of Disputes.

26. DEMARCATION

26.1 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 fleet functions in certain circumstances and conditions (such as, but not limited to following Labour day long weekend) provided that the TWU yard delegate (or nominee) is consulted on each occasion.

26.2 Managers and employees will be able to handle freight without consultation in the following circumstances:

- To prevent injury;
- To prevent damage to freight;
- To allow a label to be read for the purpose of checking consignment details providing the item is not removed from its current location.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

27. WORK ORGANISATION

27.1 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.

27.2 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.

27.3 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.

27.4 The Company shall provide all gear necessary for the unloading of vehicles and the securing of loads thereon.

28. UNAUTHORISED PERSONS RIDING ON VEHICLES

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

29. TYPES OF EMPLOYMENT

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

29.2 At the time of engagement, an employer 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.

29.3 Full-time employment

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

29.4 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 employer 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 29.4(b)(i).
- (d)** The terms of the agreement may be varied by consent.
- (e)** The terms of the agreement or any variation to it must be in writing and retained by the Company. A copy of the agreement and any variation to it must be provided to the employee by the Company.
- (f)** A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by clause 36 – Wage Increases and Rates of Pay for the

classification in which the employee is engaged. A part-time employee must receive a minimum payment of four hours for each day engaged.

- (g) The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) All time worked in excess of the agreed hours referred to in clause 29.4(b)(i) will be paid at the appropriate overtime rate.

29.5 Casual employment

- (a) A casual employee is an employee engaged as such and paid by the hour.
- (b) An employer must, wherever practicable, notify a casual employee if their services are not required the next working day.
- (c) A casual employee while working ordinary hours, must be paid on an hourly basis 1/38th of the minimum weekly rate for their classification in clause 36 – Wage Increases and Rates of Pay, plus the casual loading of 15% and annual leave loading of 1/12th of the minimum hourly rate for their classification. The ordinary hourly rates of pay for casual employees are set out in the relevant Appendix. A minimum payment of four hours is to be paid.
- (d) In addition to normal overtime rates, a casual employee while working overtime or outside of ordinary hours, will be paid on an hourly basis 1/38th of the minimum weekly wage rate for their classification in clause 36, plus a loading of 10%. The overtime hourly rates of pay for casual employees are set out in the relevant Appendix.

29.6 Conversion of casual employment

- (a) Subject to clause 29.6(b) below dealing with existing employees, a casual employee, other than an **irregular casual employee** who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) The Company must give the employee referred to in (a) above notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months. However, in respect of casual employees who are already employed by the Company as at the date of approval of this Agreement, it is agreed that the Company will commence giving the written notice required in accordance with this clause no later than 12 months after this Agreement is approved by Fair Work Australia.

- (c) The employee retains the right of election under this clause even if the Company fails to comply with clause 29.6(b).
- (d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has the right to elect under clause 29.6(a), upon receiving notice under clause 29.6(b), or after the expiry of the time for giving such notice, may give four weeks notice in writing to the Company that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Company must either consent to or refuse the election but must not unreasonably so refuse.
- (f) A casual employee who has elected to be converted to a full-time employee or a part-time employee in accordance with clause 29.6(e) may only revert to casual employment by written agreement with the Company.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the Company and the employee, subject to clause 29.6(e), must discuss and agree upon:
 - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 29.4(b).
- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the Company and employee. Upon such agreement being reached, the employee will convert to full-time or part-time employment. Where, in accordance with clause 29.6(e) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (i) An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

29.7 Ratio of casual employment and part-time employment

- (a)** The Company acknowledges the interests of the Employees and the Union in relation to the appropriate use of casual employment.
- (b)** To this end:
 - (i)** The Company shall not engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional casual employee. Casual employees, except irregular casuals, who have elected not to convert to full-time employment under clause 29.6 and casual employees who are engaged to replace full-time employees absent from work on personal/carers' leave will be included in the count of weekly employees for the purposes of this calculation.
 - (ii)** The ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1 based on relevant manning and rostering levels. Casual employees, except irregular casuals, who have elected not to convert to full-time employment under clause 29.6 and casual employees who are engaged to replace full-time employees absent from work on personal/carers' leave will be included in the count of full-time employees for the purposes of this calculation. In addition, permanent part-time employees who have worked for more than 12 months will be included in the count of full-time employees for the purposes of this calculation.

29.8 Utilisation of full-time workforce

- (a)** The Company shall ensure the full utilisation of the full-time proportion of its workforce, including the ordinary rostered hours of work of full-time employees and contract carriers before casual, part-time or labour hire employees or external contract carriers are engaged or work is contracted out to other companies or businesses. (Full utilisation is defined as working their ordinary rostered hours of employment).
- (b)** To avoid doubt, employees can expect that a reasonable amount of overtime will be worked, however the allocation of additional hours required will be at the discretion of management to meet relevant manning and rostering levels, and managed in the most cost effective manner, including the authorising of overtime and the meeting of customers' service expectations.

30. LABOUR HIRE

The parties agree that any person hired through a labour hire agency to perform freight handling duties will be paid the same rate specified in the Agreement for the relevant work performed at the relevant Branch, subject to the terms of any relevant Appendix.

31. FLEET OUTSIDE HIRE

- 31.1** The Company will use all reasonable endeavours to ensure that outside hire companies utilised to perform fleet duties after the approval of this Agreement by Fair Work Australia pay a labour component no less than the applicable wage rate fixed by this Agreement for the relevant work performed by them or their employees for or on behalf of Star Track Express.
- 31.2** The parties agree that the non-labour component (i.e. the fixed component) for outside hire companies is to be discussed and agreed on a case-by-case basis, to reflect local conditions and operating costs which will fluctuate from time to time.
- 31.3** The parties also agree to have discussions during the life of this Agreement in order to attempt to develop a workable formula to calculate the respective labour and non-labour components in respect of outside hire companies and their employees.
- 31.4** If the Company experiences problems with the implementation of this clause, owing to a genuine emergency (as defined in this Agreement), Star Track Express will discuss alternative arrangements with the relevant Branch Secretary (or his/her nominee) of the TWU to ensure the business needs of Star Track Express are met.

32. LINEHAUL OPERATIONS

- 32.1** In respect of linehaul operators, the Company shall use all reasonable endeavours to ensure that any driver who performs this work is remunerated for his or her labour at a rate that is not less favourable than the remuneration provided for in the RT LDO Award.
- 32.2** The Company agrees to be pro-active in monitoring compliance with linehaul operations. To this end, the Company agrees that the relevant Consultative Committee may request access to Company records in respect of linehaul compliance and the Company shall not unreasonably refuse any such request.
- 32.3** 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.

33. TERMINATION OF EMPLOYMENT

33.1 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's period of continuous service with the Company	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks'
More than 3 years but not more than 5 years	At least 3 weeks'
More than 5 years	At least 4 weeks'

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

33.2 Notice of termination by an employee

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

33.3 Job search entitlement

Where the Company has given notice of termination to an employee, an employee (other than a casual employee) must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The

time off is to be taken at times that are convenient to the employee after consultation with the Company.

34. REDUNDANCY

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

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

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

- (c) For avoidance of doubt, the employee's base rate of pay means the relevant rate of pay prescribed by this Agreement for the employee's ordinary hours of work exclusive of all penalty rates, loadings, allowances, bonuses, commissions or incentives.
- (d) The maximum amount payable for the combined purposes of notice or payment in lieu of notice (including notice worked) and severance pay under this clause is capped at 52 weeks paid at the employee's base rate of pay (as defined in the NES) at the time of the termination of employment.

34.2 Transfer to lower paid duties

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

34.3 Employee leaving during notice period

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

34.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of

pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 33.3.

35. EMPLOYEE ENTITLEMENTS

- 35.1** On completion of the annual audit each year, the Company will provide an auditors report to certify that the Company's financial situation is adequate to meet its obligation regarding Employee Entitlements. The Auditors report will verify:
- 35.1.1** Net tangible assets as a multiple of accrued entitlements including notional redundancy provisions.
- 35.1.2** Whether Profit before tax exceeds accrued entitlements including notional redundancy provisions.
- 35.1.3** The financial position of the Company to meet its obligations.
- 35.2** The Company will furnish the NSW Transport Workers Union State Secretary and Sydney Sub-Branch Secretary with a copy of this report annually, directly after the audit is completed.
- 35.3** The completed auditors report will be posted onto a lockable noticeboard annually, directly after the audit is completed.

PART 4 – WAGES, ALLOWANCES AND RELATED MATTERS

36. WAGE INCREASES AND RATES OF PAY

- 36.1** Employees shall be paid the rates of pay set out in the following tables. The Company agrees to grant to the employees an increase on their present base wage in the following amounts:
- an increase of 4% from the first full pay period on or after 23 March 2012;
 - a further compounding increase of 4% from the first full pay period on or after 23 March 2013;
 - a further compounding increase of 4% from the first full pay period on or after 23 March 2014.

- 36.2** These increases represent an increase to the employee's present wage rates, which are already substantially above those required by the relevant minimum rates of pay. These increases shall be subject to the following matters:
- (a) Any minimum rate of pay increases granted during the life of this Agreement being absorbed within the proposed increases.
 - (b) The Union and the employees not making or pursuing any extra wage or other claims during the life of this Agreement.
 - (c) The parties agreeing that during the life of this Agreement any increases or allowances relating to technology, new work, work conditions or work value will be absorbed within the proposed increases.
- 36.3** The table of rates of pay for the duration of the Agreement are set out in the relevant Appendix.

37. JUNIORS

37.1 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.

37.2 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.

38. HIGHER DUTIES

38.1 An employee required by the Company to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work the employee shall be paid as for a whole day's work.

38.2 This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

39. ALLOWANCES

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

39.2 The Company will ensure that sufficient numbers of employees are trained in Hazspill response. Employees who are required to perform Hazspill duties will be specifically appointed by the Company. Those employees who are appointed to perform Hazspill duties will be paid an allowance equivalent to the First Aid allowance prescribed in the relevant Appendix.

39.3 A driver engaged in the transport of packaged dangerous goods which require placarding by public road shall receive an allowance per day as set out in the relevant Appendix. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

40. TRAVELLING ALLOWANCE

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

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

41. ARTICLES OF CLOTHING

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

- 41.2** Where an employee is required by the Company to work continuously in conditions in which, because of their nature, the clothing would otherwise become saturated, the Company must reimburse the employee for the cost of purchasing protective clothing. The provisions of this clause do not apply where the protective clothing is provided for by the Company.
- 41.3** Where an employee is employed as a greaser and cleaner, or is normally required to service vehicles, the Company must reimburse the employee for the cost of purchasing overalls. The provisions of this clause do not apply where the overalls are provided by the Company.
- 41.4** Provided that this clause does not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.
- 41.5** Provided further that such protective clothing shall remain the property of the Company, and that the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.
- 41.6** The clothing provided in accordance with this Clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the company and shall remain the property of the company and shall be returned to the company on demand in a condition commensurate with normal wear and tear. An employee may be required by the company to sign a receipt for such clothing upon it being issued.
- 41.7** Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these shall be provided, free of cost, by the company.
- 41.8** An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the company. Those employees who require Safety Sunglasses shall be provided, free of cost, by the company, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- 41.9** An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the company.

42. FIRST AID ALLOWANCE

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

43. 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 by the employee or persons seeking employment, unless the employee or persons seeking employment recover those costs (either in whole or partly) from a Health Fund.

44. PAYMENT OF WAGES

- 44.1** 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.
- 44.2** All payments of wages to employees will be made by electronic funds transfer.
- 44.3** All earnings, including overtime, shall be paid within four business days of the expiration of the week in which they accrue.
- 44.4** Notwithstanding anything contained in this clause, the Company shall pay to an employee who leaves or is dismissed all moneys due to the employee forthwith.
- 44.5** No employee should have the pay day changed unless given at least seven (7) days' notice.

45. SUPERANNUATION

- 45.1** The Company will make compulsory superannuation contributions on behalf of the employees covered by this Agreement. These contributions shall be at the following rates in accordance with the conditions prescribed by the Road Transport and Distribution Award 2010:
- an increase from 9% to a total Company contribution of 10% from the first full pay period on or after 23 March 2012;

- a further compounding 1% increase to a total Company contribution of 11% from the first full pay period on or after 23 March 2013;
- a further compounding 1% increase to a total Company contribution of 12% from the first full pay period on or after 23 March 2014.

45.2 Any legislated superannuation contribution increase above 9% contribution level will be absorbed into any increase made by the Company in accordance with this clause.

45.3 Individual employees may have these contributions paid into an approved superannuation fund of their choice insofar that legislation permits. However, where any individual employee does not choose to have these contributions paid into a fund of their own choice the TWU Superannuation Fund shall be the default fund.

46. AVIATION AND MARITIME SECURITY IDENTIFICATION CARDS (ASIC/MSIC)

46.1 Where an employer directs an employee to obtain either an Aviation Security Identification Card (ASIC) or a Maritime Security Identification Card (MSIC), the cost to the employee of such a card shall be reimbursed to the employee upon production of proof of expenditure.

46.2 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.

46.3 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.

46.4 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.

46.5 If an employee terminates their employment during a probationary period not exceeding 3 months, the Company may withhold from any outstanding moneys due, including accrued leave entitlements, an amount no greater than the costs reimbursed by the Company pursuant to clause 46.1.

46.6 If an employee terminates their employment with an employer within 12 months of the date of issue of an ASIC/MSIC, without giving the period of notice required by clause 33.2 of this Agreement, the Company may withhold from any outstanding moneys due, including accrued leave entitlements, an

amount no greater than the costs reimbursed by the Company pursuant to clause 46.1.

- 46.7** 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.
- 46.8** If the Company meets the costs of the ASIC/MSIC directly then the provisions of clauses 45.5 and 45.6 will apply as if the Company had reimbursed the costs referred to.
- 46.9** Should any issue arise concerning the operation of this clause, it shall be dealt with by way of clause 17 – Settlement of Disputes.

PART 5 – HOURS OF WORK AND RELATED MATTERS

47. ORDINARY HOURS OF WORK

- 47.1** The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
- (a)** 38 hours within a work cycle not exceeding seven consecutive days; or
 - (b)** 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c)** 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d)** 152 hours within a work cycle not exceeding 28 consecutive days.
- 47.2** The ordinary hours of work may be worked on any day Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the majority of employees and, if the employee(s) require, the employee's representative. Agreement may also be reached between the Company and an individual employee and, if the employee requires, the Union.
- 47.3** The ordinary hours of work shall not exceed eight hours per day and shall be worked continuously (except for meal breaks) between the hours of 4.30 am and 6.30 pm. The spread of ordinary hours may be altered in any depot, yard or garage by one hour at each end by agreement between the Company and the majority of employees concerned and, if the employee(s) require, the employee's representative.
- 47.4** Ordinary hours of work may be worked in the following ways:
- (a)** providing for a rostered day off in a 4 week cycle, as follows:

- (i) Employees shall work to a roster drawn up in each Branch or workplace providing for 19 days each of eight hours over a continuous four week period.
- (ii) Each employee shall take a rostered day off in accordance with the roster.
- (iii) Rostered days off may be accumulated to a maximum of ten (10) days over a 40 week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.
- (iv) In those arrangements where rostered days off are not accumulated the Company may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis:
- Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
 - Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off. Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the Company and such employee. In the absence of such agreement, 48 hours notice of such alteration shall be given to the employee.
- (v) Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
- (vi) Where the Company is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, the Company may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or

Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.

- (b) working ordinary hours over five days, Monday to Friday inclusive, of not more than 7 hours 36 minutes continuously (except for meal breaks):
 - (i) where the Company either engages 20 employees or less or operates 15 vehicles or less pursuant to the provisions of this Agreement at a particular yard, depot or garage;
 - (ii) where the Company has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the five days of each week Monday to Friday inclusive and where such arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all such days of the week;
 - (iii) where the operations being performed by the Company are such that it is necessary for particular employees to work five days of each week Monday to Friday inclusive and where such operations would be prejudiced by the requirement that rostered days off be taken on any or all of such days; or
 - (iv) where written agreement has been reached between the Company and the majority of employees. Provided that written agreement must not be unreasonably withheld by the employees and must not be unreasonably requested by the Company.

47.5 Rostered Days Off ("RDO")

47.5.1 In addition to the provisions contained in clause 47.4(a) of this Agreement, accumulated Rostered Days Off may be paid out at the request of an employee and by agreement with the Company.

47.5.2 Penalty rates will not apply for normal hours worked on each 20th consecutive day of work if it is requested that accumulated RDOs be paid out rather than be taken as paid leave. Penalty rates will apply to hours worked outside the normal spread of hours.

47.5.3 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 RDOs. The maximum number of days that may be accrued for payout by the end of the calendar year is ten. The maximum number of days may be accrued and taken as leave shall be five. RDOs shall be paid out at any time upon application with seven days notice.

47.5.4 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).

47.5.5 In the high volume months of October to December and the two week period leading up to Easter, RDOs will generally not be granted. However, the Company recognises that from time to time employees may need to take an RDO during this busy period. Where possible, the Company will look favourably upon such requests being granted.

47.5.6 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.

47.5.7 The provisions of clause 47.4(a) and this clause 47.5 shall only apply with respect to those yards or depots where RDO's have been agreed between the parties.

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

47.6.1 In addition to the provisions contained in clause 47.4(b) of this Agreement, where the Company is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in clause 47.4(a) and clause 47.5, the Company may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal hours of work permitted by this clause.

47.6.2 The Company may require employees to work ordinary hours over five days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.

47.6.3 The Company may require employees to work ordinary hours over a two week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the Company may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.

47.7 More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.

47.8 Methods of implementation of an average 38 hour working week other than those referred to in this Clause may be instituted by arrangement with the Union.

47.9 In response to changing requirements of the Company's customer, the Company may alter the method(s) by which a 38 hour week is worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this clause.

47.10 Employees employed before the date of approval of this Agreement will be paid according to the spread of hours prevailing at the time they joined the Company. This undertaking will be reviewed during the March quarter of each year and may be altered after consultation with the Union and employees in circumstances of urgent need to reduce operating costs. Such alteration will ensure that employees are not disadvantaged when compared to the provisions of this clause of this Agreement.

48. SHIFT WORK

48.1 Definitions

For the purposes of this clause:

- (a) **afternoon shift** means a shift finishing after 6.30 pm but not later than 12.30 am;
- (b) **day shift** means a shift which commences at 4.30 am or later, but finishes at or before 6.30 pm;
- (c) **night shift** means a shift which finishes after 12.30 am and at or before 8.30 am;
- (d) **shiftwork** means work extending for at least four weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "afternoon shift" or "night shift"; and
- (e) **rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.

48.2 Shiftwork hours and shift rosters

- (a) The hours of work of employees on shiftwork must be an average of 38 per week. The ordinary hours of work must not exceed eight continuous hours per day (inclusive of meal breaks) on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

- (iii) 114 hours within a work cycle not exceeding 21 consecutive days;
or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) There must be a shift roster which provides for rotation unless it is agreed otherwise by the Company and majority of employees or the Company and an individual employee. The shift roster must be posted in a prominent place in the workplace.
- (c) Shift rosters must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless 48 hours notice is given.

48.3 Shift allowances

For ordinary hours shiftworkers must be paid as follows:

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

48.4 Shiftwork—casual employees

Casual employees engaged on shiftwork must be paid the casual loading prescribed in the relevant Appendix in addition to the shift loading specified at clause 48.3 above.

48.5 Shiftwork—overtime

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

48.6 Transfer to existing shift rosters

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

48.7 Transfer of day worker to or from shiftwork

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

48.8 Work on Saturday, Sunday or public holidays

- (a) Shiftworkers, for work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:
- Saturday—at the rate of time and a half;
 - Sunday—at the rate of double time; and
 - Public holidays—at the rate of double time and a half.
- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday will be payable instead of the shift allowance prescribed in clause 48.3.

48.9 Meal breaks

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

48.10 Rate for non continuous afternoon or night shift

Shiftworkers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights must be paid at the rate of time and a half for the first three hours and double time thereafter for each shift.

48.11 Rate when shift extends beyond midnight

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

48.12 Holiday shifts

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

48.13 Shift Work – Prior Arrangements

Arrangements as to shift work entered into between the Union and the Company prior to the introduction of this Clause into the Agreement 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 Fair Work Australia) than this Clause shall not be altered without the agreement of the Union.

49. START TIMES

- 49.1** A regular starting time for each employee is to be fixed by the Company. Where the Company varies or changes the regular starting time of an employee the Company must give one week's notice of such variation or change to the employee concerned.
- 49.2** In addition to clause 49.1, the start time provisions set out in the relevant Appendix shall apply.
- 49.3** For the avoidance of doubt, different starting times within the span of ordinary hours may apply to different groups of employees in a particular yard or depot.
- 49.4** Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.

50. BREAKS

50.1 Regular meal break

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

50.2 Overtime rest break

- (a)** An employee required to work overtime for two hours or more after working ordinary hours shall be allowed a paid break of 20 minutes

before commencing overtime work and thereafter upon completing each four hour period until the overtime work is finished.

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

50.3 Meal allowance

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

50.4 Saturdays, Sundays and Public Holidays

50.4.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to clause 47.2), Sunday or public holiday shall be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked; the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

50.4.2 An employee required to work for a period of eight (8) hours between the hours of 7.00am and 5.30pm on a Saturday (where it is not an ordinary day pursuant to clause 47.2), Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of clause 50.4.1 shall not apply.

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

51. OVERTIME

51.1 Subject to the NES and clause 51.1(a), the Company may require an employee to work reasonable overtime at overtime rates, including the working of overtime on Saturday.

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances, including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

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

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

51.4 Rest period after overtime

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

51.5 Call-back

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

- (b) This clause shall not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 50.4 where the actual time worked is less than four hours on such recall or on each of such recalls.

51.6 Standing by

Subject to any custom now prevailing under which an employee is required regularly 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.

51.7 Transport of employees

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

51.8 Time off instead of payment for overtime

- (a) Despite clause 51.2 an employee may choose, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company. This agreement must be in writing. The employee must take the time off within four weeks of working overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time is taken to be equivalent to the pay the employee would otherwise have received for working overtime.
- (c) If requested by an employee an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

52. PENALTY RATES

52.1 Weekend work

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

52.2 Work on public holidays

- (a) If Christmas Day falls on a Saturday or Sunday and by force of the NES another day is observed as a public holiday, a full-time or part-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid a loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of four hours pay. Such employee will also be entitled to the benefit of the substituted public holiday.
- (b) An employee who, without the consent of the Company or without reasonable cause, is absent from work on the day before or the day after a public holiday is not entitled to any payment for such public holiday.
- (c) For all time worked by a full-time or part-time employee on a public holiday, payment must be made at the following rates:
 - (i) Good Friday and Christmas Day—double time for the actual time worked in addition to 7.6 hours' ordinary pay to which the employee is entitled for those days in accordance with clause 60.1;
 - (ii) any other public holiday—time and a half for the actual time worked in addition to 7.6 hours' ordinary pay to which the employee is entitled for those days in accordance with clause 60.1; and
 - (iii) in each case the minimum payment will be four hours.
- (d) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage, including the payment required in accordance with clause 60.1.
- (e) Despite clause 52.2(c) an employee required to work on a public holiday other than Good Friday and Christmas Day during hours which, if the day were not a public holiday, would be outside the range of

ordinary working time, will be paid for such hours at double time and a half instead of time and a half as otherwise provided in this clause. Provided further that an employee is entitled to be paid treble time for all overtime worked on Good Friday and Christmas Day.

- (f) For all time worked by a casual employee on public holidays, payment will be made at the following rates:
 - (i) on Good Friday, the Christmas Day holiday and on any other holiday—double time.
- (g) The minimum payment will be four hours. The payment prescribed in this subclause will be in addition to the casual loading in clause 29.5.

53. ABSENCES FROM DUTY

Where an employee is absent from duty (other than on annual leave, long service leave, paid absence on public holidays, paid personal/carers' leave, workers' compensation, paid compassionate leave or jury service) the employee shall for each day absent, lose average pay for each such day calculated by dividing the weekly wage rate by 5. An employee who is absent for part of a day shall lose average pay for each hour or part thereof the employee is absent, calculated by dividing the weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for in clause 47.4(a) of this Agreement. The employee shall take time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, the weekly pay less an amount calculated according to the following formula:

$$\begin{aligned} & \text{Number of day(s) absent during cycle} \\ & \times 0.4 \text{ hours} \times (\text{Weekly Wage Rate divided by } 38) \end{aligned}$$

PART 6 – LEAVE AND PUBLIC HOLIDAYS

54. ANNUAL LEAVE

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

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

54.2 Leave allowed before due date

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

54.3 Excessive leave

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

- (a) at the time the direction is given, the employee has eight 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.

54.4 Annual close-down

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

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

54.5 Cashing out annual leave

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

- (a) At least four weeks of accrued annual leave must remain for the employee concerned following the cashing out; and

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

54.6 Taking of annual leave

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

54.7 Annual leave loading

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

54.8 Rostered days off and annual leave

Upon an employee taking annual leave, the work cycle in respect of which the employee becomes entitled to a weekly accrual for time off pursuant to clause 47.4(a) and clause 47.5 shall be suspended and the employee shall not be entitled to further accrual for rostered time off until the employee's return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall be entitled to be rostered to take time off and shall so take time off upon completing the balance of the work cycle.

55. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

- 55.1** Personal/carer's leave and compassionate leave are provided for in the NES.
- 55.2** In addition to the provisions of this clause and the NES dealing with compassionate leave, if the funeral is to be held in another State the employee (other than a casual employee) shall be granted two additional paid days, for a total of four days' paid compassionate leave. Alternatively if the funeral is to be held in another country the employee (other than a casual employee) shall

be granted three additional paid days for a total of five days' paid compassionate leave.

55.3 Notice requirements

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

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

55.4 Evidence requirements

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

55.5 Leave allowed before due date

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

55.6 Rostered days off and personal/carer's leave

55.6.1 Where an employee is sick or injured on the week day the employee is to take off in accordance with the provisions of clause 47.4(a) and clause 47.5, the employee shall remain entitled to paid personal/carer's leave for that particular day provided that the employee produces to the Company a medical certificate that the employee is unfit for duty on account of personal illness or injury. This requirement to provide a medical certificate applies notwithstanding the provisions of clause 55.4(b) of this Agreement.

55.6.2 An employee may elect, with the consent of the Company, to take a rostered day off at any time.

55.6.3 An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.

55.6.4 An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or Company.

55.6.5 This clause is subject to the Company informing the Union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

55.7 Special circumstances

In addition to the provisions of this clause for personal/carer's leave, in circumstances of special need an employee may apply for further assistance under the Company's Fair Dealing Policy.

56. COMMUNITY SERVICE LEAVE

56.1 Community service leave is provided for in the NES.

56.2 In addition to the provisions of the NES, an employee required to attend for jury service during ordinary hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

56.3 In accordance with the provisions of the NES, an employee shall notify the Company as soon as possible of the date upon which the employee is

required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

57. STATE EMERGENCY SERVICES AND VOLUNTEER BUSH FIRE BRIGADE LEAVE

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

58. DEFENCE FORCE RESERVE 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.

59. PARENTAL LEAVE

Parental leave is provided for in the NES.

60. PUBLIC HOLIDAYS

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

60.2 Substitution of certain public holidays by agreement at the enterprise

- (a) The Company and its employees at a particular yard or depot may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees at the relevant yard or depot will constitute agreement.
- (b) An agreement pursuant to clause 60.2 must be recorded in writing and be available to every affected employee.

60.3 Public holidays and rostered days off

Where an employee is rostered to take time off pursuant to clause 47.4(a) and clause 47.5 and such rostered time off falls on any of the public holidays

referred to in the NES, the employee shall be entitled to replacement time off, to be taken on the following basis:

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

61. LONG SERVICE LEAVE

61.1 Long service leave is provided for in the relevant Long Service Leave legislation applying in New South Wales and the Australian Capital Territory.

61.2 Where an employee takes long service leave the entitlement to accrue towards time off pursuant to clause 47.4(a) and clause 47.5 shall cease. The employee shall not be entitled to time off during the period of long service leave. In lieu thereof, the employee shall be paid the value of the accrued entitlement standing on the last day of work prior to taking long service leave.

62. SIGNATURES

The undersigned parties approve the terms contained in this Agreement and agree that it gives effect to the agreement reached between them.

Executed as an Agreement:

SIGNED BY STAR TRACK EXPRESS PTY LIMITED (ABN 44 001 227 890) pursuant to section 127(1) of the Corporations Act 2001:

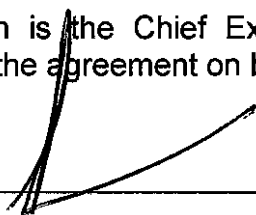
Signatory Name: **Stephen Cleary**

Signatory Address: **1 Merriwa Street, Gordon NSW 2072**

Basis of signatory's authority to sign the agreement:

The above person is the Chief Executive Officer of the Company and is duly authorised to sign the agreement on behalf of the Company.

Signature: _____



Date: _____

02/05/2012.

SIGNED BY THE TRANSPORT WORKERS UNION OF AUSTRALIA on behalf of the employees:

Signatory Name: **Tony Sheldon**

Signatory Address: **388-390 Sussex Street, Sydney NSW 2000**

Basis of signatory's authority to sign the agreement: The above person is the National Secretary of the Transport Workers Union of Australia.

Signature: _____



Date: _____

03/05/2012.

Signatory Name: **Wayne Forno**

Signatory Address: **31 Cowper Street, Parramatta NSW 2150**

Basis of signatory's authority to sign the agreement: The above person is the NSW Secretary of the Transport Workers Union of Australia.

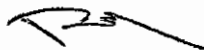
Signature: _____



Date: _____

03/05/2012.


The TWU was appointed by the employees to sign the agreement on their behalf and is a bargaining representative in accordance with Division 3 of Part 2-4 of the *Fair Work Act 2009*.

New South Wales**Signed for and on behalf of the Company:**

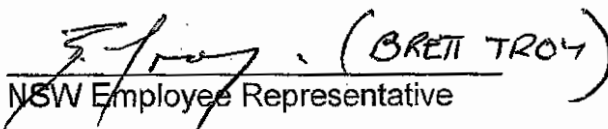
Director, New South Wales and ACT

Dated: 2/5/2012**Signed for and on behalf of the Employees:** (LEO HACKETT)

NSW Employee Representative

Dated: 2-5-2012. STEVE DALLIMORE

NSW Employee Representative

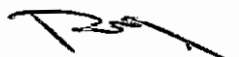
Dated: 2/5/2012 (BRETT TROY)

NSW Employee Representative

Dated: 2-5-2012.

Australian Capital Territory

Signed for and on behalf of the Company:



Director, New South Wales and ACT

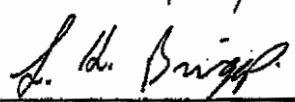
Dated: 2/5/2012

Signed for and on behalf of the Employees:



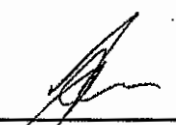
TWU ACT Branch Secretary

Dated: 30/4/12



ACT Employee Representative

Dated: 30/4/12



ACT Employee Representative

Dated: 11/5/12



11/5/2012

APPENDIX A – CLASSIFICATIONS AND GRADINGS

TRANSPORT WORKER GRADE ONE

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

- ~ extra hand;
- ~ yard person;
- ~ rider of a motorcycle;
- ~ rider or driver of a horse;
- ~ driver of a tow motor;
- ~ bicycle courier.

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

TRANSPORT WORKER GRADE TWO: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

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

TRANSPORT WORKER GRADE THREE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

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

TRANSPORT WORKER GRADE FOUR: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

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

TRANSPORT WORKER GRADE FIVE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

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

TRANSPORT WORKER GRADE SIX: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

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

TRANSPORT WORKER GRADE SEVEN: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

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

TRANSPORT WORKER GRADE EIGHT: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of double articulated vehicles (i.e. "B- combination vehicles");
- ~ driver of rigid vehicle-triple trailer combinations (i.e. "road trains");
- ~ driver of gantry crane.

APPENDIX B

1. SUPPORTED WAGE SYSTEM

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

1.2 In this appendix:

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

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

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

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

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

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

1.3 Eligibility criteria

1.3.1 Employees covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

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

1.4 Supported wage rates

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

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

1.4.2 Provided that the minimum amount payable shall be not less than \$73 per week.

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

1.5 Assessment of capacity

1.5.1 For the purpose of establishing the percentage of the Agreement rate, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Company and the employee and, if the employee so desires, a union which the employee is eligible to join.

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

1.6 Lodgment of SWS wage assessment agreement

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

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

1.7 Review of assessment

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

1.8 Other terms and conditions of employment

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

1.9 Workplace adjustment

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

1.10 Trial period

1.10.1 In order for an adequate assessment of the employee's capacity to be made, the Company may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

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

1.10.3 The minimum amount payable to the employee during the trial period shall be no less than \$73 per week.

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

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

APPENDIX C – 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.

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:

NSW PERMANENT (38 HOUR WEEK) (\$)						
GRADE	From 23 March 2012		From 23 March 2013		From 23 March 2014	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
1	869.18	22.87316	903.95	23.78816	940.11	24.73974
2	902.57	23.75194	938.67	24.70182	976.22	25.69000
3	923.69	24.30750	960.64	25.28000	999.07	26.29132
4	936.14	24.63516	973.59	25.62079	1012.53	26.64526
5	985.31	25.92921	1024.72	25.92921	1065.71	28.04500
6	989.44	26.03796	1029.02	27.07947	1070.18	28.16263
7	1032.71	27.17645	1074.02	28.26368	1116.98	29.39421
8	1106.41	29.11605	1150.67	30.28079	1196.70	31.49210

NSW CASUALS (HOURLY RATE) (\$)			
GRADE	From 23 March 2012	From 23 March 2013	From 23 March 2014
2	29.59096	30.77435	32.00546
3	30.28310	31.49467	32.75460
7	33.85733	35.21183	36.62029

NSW CASUALS OVERTIME (HOURLY RATE) (\$)			
GRADE	From 23 March 2012	From 23 March 2013	From 23 March 2014
2	27.31473	28.40709	29.54350
3	27.95363	29.07200	30.23502
7	31.25292	32.50832	33.80334

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

1.3 Allowances

1.3.1 Employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
Meal Allowance Clause 50.3	13.52 per meal
First Aid Clause 42	2.89 per day
Packaged Dangerous Goods Clause 39.3	10.00 per day
Team Leader/Leading Hand Clause 1.3.3 appendix	
2012	116.99 per week
2013	121.67 per week
2014	126.54 per week

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

1.3.3 Those who perform a Team Leader function will receive a Team Leader allowance as set out in the table above. An allowance of \$23.40 per day is to be paid pro-rata to any employee acting as a Team Leader in times of absenteeism.

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

1.4 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** During the life of this Agreement, the parties agree to enter discussions with a view to finalising a Local Agreement (in accordance with clause 11 of this Agreement) about the establishment of a training program to assist with the skill development and career progression of the Team Leader employees who wish to act in lower level management roles.
- 1.4.4** Such discussions shall commence in July 2012 and implementation will commence shortly thereafter.
- 1.4.5** Consistent with clause 13 of this Agreement, the employees and the Union must not unreasonably object to, hinder or obstruct the establishment of a training program as stated above by Star Track Express.

1.5 Preservation of 5.00pm and 6.00pm start times

- 1.5.1** There are a number of employees working on the afternoon shift ('PM Shift') who, due to personal circumstances, are not able to start at the normal shift start time.
- 1.5.2** The Company agrees to preserve the start time of 5:00pm and 6:00pm for the employees listed below and pay the appropriate PM Shift loading for the duration of this agreement. (In the list of employees below, * denotes an employee with a preserved 6.00pm start time. Otherwise, the employees listed have a preserved 5.00pm start time).
- 1.5.3** Should an employee named in this clause leave the employment of the Company, no new employees will be added to the list below.
- 1.5.4** Where a named employee and the Company agree to alter the start time to a time other than 5.00pm or 6.00pm (as the case may be), the preservation of the 5.00pm or 6.00pm start time for the employee will no longer apply.

First Name	Surname	Employee Number
Denis	Cuitkovic	003730
Tony	Pace	000311
Mark	Chadwick	004287
Mick	Galka	003608
Chris	Templis	004210
Warren	Dyer	008372
Richard	Horne	008532
Sandra	Giogi	006074

Karen	McLaughlin	006475
Nelson	Mendez	003728
Lawerence	Singh	003489
Michael	Hampton	005527
Mark	Fowler	008334
Peter	Borg	004922
Herbert	Brenner	005854
John	Cruz	005673
Michael	Duffy	008216
Moustafa	Houri	007436
Dallas	Bridge	009549
Salvatore	Puglisi	008105 *
Lynette	Grant	002994
Kim	Knipler	005336
Deborah	Winch	002643

1.6 AM shift work arrangements at Minchinbury

1.6.1 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.

1.6.2 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.

1.6.3 All employees will only take 30 minutes for lunch.

1.6.4 Employees agree in emergency or problem situations such as break down of sortation system or late linehaul of local Sydney freight (bulk and small parcels) to extend the maximum time between start and crib break from 5 hours to 5½ hours.

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

1.6.5 The Company commits to ensuring the span of hours of 7.00am – 5.00pm will remain unchanged for freight handlers employed in the position of freight handler prior to October 4, 1999. The Company also commits to provide training to employees as to the contents of the Agreement and the dispute

resolution procedure. This agreement is binding to both parties whilst clauses 1.6.2 – 1.6.4 above are adhered to by AM Freight Handlers. The Company reserves the right to review the span of hours should the AM Freight Handlers withdraw from clauses 1.6.2 – 1.6.4 above. Should there be any dispute the normal dispute resolution procedure will be adopted by both parties.

1.6.6 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.

1.6.7 It is agreed that the payment specified in clause 1.6.6 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.

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

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

1.7.2 With respect to work performed up to and including 10 September 2009:

- (a) A driver who commences work prior to 6.30am on overtime will be entitled to receive ordinary time wages equivalent to 15 minutes pay.
- (b) It is agreed that the payment specified in 1.7.2(a) 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.

1.7.3 With respect to work performed from 11 September 2009:

- (a) Where an employee is required to consistently commence work prior to 6.30 a.m. their start time may be changed to reflect their normal start time.
- (b) Where on review the Company does not believe there is a requirement for the employee to start work prior to 6.30 am their start time will be adjusted to the time that they are required to be at work.
- (c) Where an employee has commenced work on overtime prior to 6.30 am they will be paid an additional 15 minutes pay at ordinary time rates.
- (d) It is agreed that the payment specified in 1.7.3(c) above is in lieu of any entitlement to crib break or meal allowance under this Agreement relating to the performance of any pre-shift overtime by an employee.

- (e) Employees who work a total of more than 2 hours overtime on any day will be paid 30 minutes crib/tea untaxed in line with the current practice.
- (f) It is agreed that the payment specified in 1.7.3(e) above is in lieu of any entitlement to crib break (overtime rest break) or meal allowance under clauses 50.2 and 50.3 of the Agreement.

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

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

1.8.2 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.

1.9 Star Track Express Picnic Day

1.9.1 Subject to the provisions of clause 1.10 of this appendix, the benefits of this clause shall apply to all employees engaged by the Company in New South Wales. This includes casual employees provided that they have been employed by the Company for a sequence of periods of employment exceeding six months and who have worked either during the week before or the week after the picnic day.

1.9.2 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 1.9.1 of this appendix shall be paid an amount equivalent to four hours' work at normal rates of pay.

1.9.3 Easter Saturday shall be recognised as the Star Track Express Picnic Day.

1.9.4 An eligible employee of the Company under this clause shall be paid an additional day's pay in the pay period in which Easter Saturday falls.

1.9.5 An eligible employee of the Company who is required to work on Easter Saturday shall, in addition to the additional day's pay required by clause 1.9.4

of this appendix, be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.

1.10 Union Picnic Day

1.10.1 In addition to the provisions of clause 1.9 of this appendix, Easter Saturday shall also be recognised as the Union's Picnic Day.

1.10.2 A financial member of the Union, including an eligible casual employee, shall upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls. However, this payment is in substitution of any payment that might otherwise be due to the employee under clause 1.9 of this appendix.

1.10.3 A financial member of the Union who is required to work on Easter Saturday shall, in addition to the additional day's pay required by clause 1.10.2 of this appendix, be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time. However, this payment is in substitution of any payment that might otherwise be due to the employee under clause 1.9 of this appendix.

1.10.4 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 1.10.5 of this appendix shall be paid an amount equivalent to four hours' work at normal rates of pay.

1.10.5 For the purpose of the clause:

- **financial member of the Union** means an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the Union as at 31st December of the preceding year;
- **eligible casual employee** means a casual employee who has been employed by the Company for a sequence of periods of employment exceeding six months and who has worked either during the week before or the week after the picnic day.

1.10.6 For the avoidance of doubt, payment to an employee pursuant to this clause satisfies any payment otherwise due to the employee under clause 1.9 of this appendix, and no employee is entitled to payment for both the Union Picnic and the Star Track Express Picnic Day.

1.11 Income protection

1.11.1 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 be up to a maximum of 2.5% of the employee's gross remuneration).

1.11.2 Notwithstanding clause 1.11.1 of this appendix, 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 36 – Wage Increases and Rates of Pay, increased by an amount up to 2.5%. Employees engaged at the Company's branches located in the Sydney metropolitan area and NSW Country will have this amount paid into their hourly rates (as per the tables) in clause 1.2.1 of this appendix. This amount will then be deducted by way of salary sacrifice from the employee's gross weekly remuneration.

1.11.3 The Company need not provide the increase specified in clause 1.11.2 of this appendix where the Company already and continues (for the duration of this Agreement) to pay an amount up to 2.5% for the purpose specified in that clause.

1.11.4 At any Branch where employees have by majority made the election to receive the additional payment specified in clause 1.11.2 (up to a maximum of 2.5%) into their wages, an individual employee may request by way of salary sacrifice that they are covered by the Sickness and Accident Income Protection Plan and have the relevant additional payment (up to a maximum of 2.5%) deducted from their pay. This request must be made in writing.

1.12 Annual leave loading

An employee at the time of entering upon a period of annual leave in accordance with this Agreement and the NES shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 3.167 hours' ordinary pay for each month.

Annual leave loading payment is payable on leave accrued and taken but it is not payable on leave paid out on termination.

1.13 Meal breaks for shiftworkers

1.13.1 The provisions of this clause apply in respect of freight handling employees engaged on afternoon or night shift at the Company's branch located in Minchinbury.

1.13.2 Notwithstanding and in lieu of clause 48.9 of this Agreement, all shiftworkers while working on afternoon or night shift will be entitled to a paid meal break of 30 minutes. An employee must not be required to work more than five hours without a meal break.

APPENDIX D – AUSTRALIAN CAPITAL TERRITORY

1.1 Application of this Appendix

1.1.1 This appendix sets out terms and conditions which apply only to those employees covered by this Agreement who are employed in the Australian Capital Territory.

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:

ACT PERMANENT (38 HOUR WEEK) (\$)						
GRADE	From 23 March 2012		From 23 March 2013		From 23 March 2014	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
1	869.18	22.87316	903.95	23.78816	940.11	24.73974
2	902.57	23.75194	938.67	24.70182	976.22	25.69000
3	923.69	24.30750	960.64	25.28000	999.07	26.29132
4	936.14	24.63516	973.59	25.62079	1012.53	26.64526
5	985.31	25.92921	1024.72	25.92921	1065.71	28.04500
6	989.44	26.03796	1029.02	27.07947	1070.18	28.16263
7	1032.71	27.17645	1074.02	28.26368	1116.98	29.39421
8	1106.41	29.11605	1150.67	30.28079	1196.70	31.49210

ACT CASUALS (HOURLY RATE) (\$)			
GRADE	From 23 March 2012	From 23 March 2013	From 23 March 2014
2	30.28310	31.49467	32.75460
3	30.28310	31.49467	32.75460
7	33.85733	35.21183	36.62029

ACT CASUALS OVERTIME (HOURLY RATE) (\$)			
GRADE	From 23 March 2012	From 23 March 2013	From 23 March 2014
2	27.95363	29.07200	30.23502
3	27.95363	29.07200	30.23502
7	31.25292	32.50832	33.80334

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

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

1.3 Allowances

1.3.1 Employees shall receive the following allowances under this Agreement:

Brief Description	Amount (\$)
Meal Allowance Clause 50.3	13.52 per meal
First Aid Clause 42	2.89 per day
Packaged Dangerous Goods Clause 39.3	10.00 per day
Canberra Travel Allowance Clause 1.3.5 appendix	10.93 per day
Team Leader/Leading Hand Clause 1.3.3 appendix	
	2012 116.99 per week
	2013 121.67 per week
	2014 126.54 per week

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

1.3.3 Those who perform a Team Leader function will receive a Team Leader allowance as set out in the table above. An allowance of \$23.40 per day is to be paid pro-rata to any employee acting as a Team Leader in times of absenteeism.

1.3.4 Team Leaders will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and provide feedback to Teams

regarding the achievement of key objectives. They are responsible for maintaining standards and leading their teams to achieve company objectives. Team Leaders are not expected to appraise or counsel employees.

1.3.5 Canberra travel allowance

- (a)** A permanent full-time driver covered by this Agreement is entitled to use a Company vehicle to drive to and from work (owing to the lack of any public conveyance).
- (b)** However, in the case of any permanent full-time driver who commenced employment on or after 10 September 2010, he or she will only be entitled to use a company vehicle to drive to and from work within a radius of 50km from the Company's Canberra depots (currently at 2 Tralee Street, Hume and Unit 3, 34-42 Shepperd Street, Hume).
- (c)** In lieu of these arrangements, an eligible employee as defined in this clause may elect in writing to receive a daily travel allowance in the amount specified both in clause 40 – Travelling Allowance and clause 1.3.1 of this appendix.
- (d)** An employee is allowed to make a fresh election in writing regarding these arrangements at the commencement of each year.
- (e)** This entitlement may be withdrawn at the Company's election in the event that the Company finds that an eligible employee has not complied with the Company's policy (as amended from time to time) regarding the private usage of Company vehicles.

1.3.6 Travel allowance review

- (a)** The travel allowance rate specified under clause 1.3.5 of this appendix is dependent upon movements in the price of diesel purchased by the Company. Therefore, this allowance rate will be reviewed on an annual basis, commencing in March 2012 and then each subsequent March.
- (b)** Pursuant to this review, 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 last reviewed in April 2008. Therefore, it is agreed that the initial review in March 2012 will apply any relevant average percentage increase

(capped to a maximum increase of 3%) in the base price of diesel purchased by Star Track Express since April 2008, which is over and above the original base price of \$1.4160 per litre (excluding GST).

- (d) For 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 2012 if there is no average percentage increase since April 2008 in the said base price of diesel, over and above the original base price of \$1.4160 per litre (excluding GST).
- (e) In accordance with clause 1.3.6(b) of this appendix, subsequent annual reviews beyond March 2012 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 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 2012 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 2012.

1.3.7 Meal Allowances

- (a) A driver covered by this Agreement who is required to perform overtime duty in excess of one hour and forty-five minutes on any given day shall be paid tea money in the amount set out in clause 1.3.1 of this appendix.
- (b) A night shift worker (as defined in this Agreement) who completes on any given shift at least 7.6 hours' work, or at least 8 hours' work for a night shift worker who accrues RDO's in accordance with clause 47.4(a) and clause 47.5 of this Agreement, shall be paid tea money in the amount set out in clause 1.3.1 of this appendix.
- (c) A night shift worker (as defined in this Agreement) who is required to work overtime following the completion of the shift shall be paid tea money in the amount specified in clause 1.3.1 of this appendix.

1.4 Crib Breaks

- 1.4.1** A night shift worker (as defined in this Agreement) who is required to perform overtime duty in excess of two hours after his or her usual ceasing time shall be allowed a paid crib break of 20 minutes. In lieu of the paid crib break, an employee may elect in writing to receive a tea (crib) allowance equivalent to

20 minutes' ordinary time pay. An employee is allowed to make a fresh election in writing regarding these arrangements at the commencement of each year.

- 1.4.2** A driver who is required to work overtime on any week day for a period of two hours or more shall be allowed a paid crib break of 20 minutes. In lieu of the paid crib break, an employee may elect in writing to receive a tea (crib) allowance equivalent to 20 minutes' ordinary time pay. An employee is allowed to make a fresh election in writing regarding these arrangements at the commencement of each year.

1.5 Personal/carer's leave

- 1.5.1** Notwithstanding clause 55.4(b) of this Agreement, weekly full-time and part-time employees shall be entitled to a total of four days of paid personal/carer's leave per year without having to provide a medical certificate or statutory declaration.

1.6 Birthday leave in lieu of Star Track Express Picnic Day/Union Picnic Day

- 1.6.1** The benefits of this clause shall apply to all full-time and part-time employees engaged by the Company in the Australian Capital Territory. This clause does not apply to casual employees.

- 1.6.2** Payment pursuant to this clause shall be calculated by reference to the applicable rates specified in this Agreement and the provisions of the NES.

- 1.6.3** In lieu of the Star Track Express Picnic Day and the Union Picnic Day set out in Appendix C of this Agreement, an eligible employee under this clause shall 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 shall receive his or her normal entitlement to wages under this Agreement.

- 1.6.4** If an employee's birthday falls on a Saturday or Sunday or public holiday, then he or she shall be entitled to be absent from work on the working day immediately before or after the Saturday, Sunday or public holiday without loss of pay (up to a maximum of 7.6 hours' pay at ordinary time rates).

- 1.6.5** The Company may request an employee to work on his or her birthday and if the employee agrees to do so, then the parties shall agree on a substitute day off to be taken in lieu of the employee's entitlement to take leave under this clause, such substitute day off to be taken within a reasonable period before or after the employee's birthday.

- 1.6.6** An employee who is eligible to take leave pursuant to this clause must complete and submit to the Company a relevant form advising of his or her intention to take the leave at least two (2) weeks prior to the leave being taken.

1.6.7 The leave prescribed by this clause does not accrue from year to year.

1.7 Income protection

1.7.1 This clause applies in relation to a Sickness Accident Income Protection Plan ("the Plan") as agreed between the parties.

1.7.2 An individual employee covered by this Agreement may request that he or she is covered by the Plan through the weekly deduction of a premium equivalent to a maximum amount of up to 2.5% of their gross weekly remuneration. This request must be made in writing.

1.7.3 After receiving a written request, the Company shall take appropriate steps to ensure that the employee is covered by the Plan as soon as practicable, through the authorised deduction from the employee's weekly pay of the maximum 2.5% premium referred to in clause 1.7.2 of this appendix.

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

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

1.8 Coast Linehaul Arrangement

1.8.1 This clause sets out the arrangements in relation to the implementation of the linehaul run between Canberra, Batemans Bay and Bega.

1.8.2 The following rates of pay and conditions shall apply to the linehaul run:

- (a) Driving 530 kilometres at Grade 3 at 34.72 cents per kilometres = \$184.07;
- (b) Unloading at Agent's premises at 1.5 hours per day at the ordinary time rate of pay prescribed in this Agreement for drivers;
- (c) Loading for departure at Canberra depot to be paid for actual time worked at time and a half the ordinary time rate of pay prescribed in this Agreement for drivers;
- (d) When required to unload freight or wash vehicle, the employee shall be paid at double time the ordinary time rate of pay prescribed in this Agreement for drivers;

- (e) Public holidays, where applicable, annual leave and personal/carer's leave will be paid at the ordinary time rate of pay prescribed in this Agreement for drivers and annual leave will attract the relevant loading % to the daily rate.

1.9 Night shift payment for Good Friday

The provisions of clauses 52.2(c)(i) and 52.2(f)(i) of the Agreement shall not apply in respect of night shift workers (as defined in this Agreement) who perform work on Good Friday. In respect of work performed on Good Friday by night shift workers, the provisions of clause 48.3 of the Agreement shall apply.

1.10 Annual leave and permanent night shift workers

Permanent night shift workers (as defined in this Agreement) are eligible for an additional one weeks' annual leave.

1.11 Annual leave loading

During a period of annual leave an employee will receive a loading calculated on the relevant wage rate in clause 36 of this Agreement. Annual leave loading payment is payable on leave accrued and taken but it is not payable on leave paid out on termination.

The loading is as follows:

(a) Day work

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

(b) Shiftwork

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

APPENDIX E – 3PL WAREHOUSE DIVISION

1.1 Application of this Appendix

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

1.2 Classifications and Gradings

- 1.2.1 For the purposes of this appendix, **3PL** means Third Party Logistics.
- 1.2.2 The employees of the Company who are engaged solely or predominantly in the 3PL warehouse division are classified as Transport Facility Worker (1) or Transport Facility Worker (2), depending on the nature of their duties.
- 1.2.3 Under this appendix:
- (a) **Transport Facility Worker (1)** means an employee who performs one or more of the following duties:
- loading or unloading any goods, wares, merchandise or materials on or from any vehicle and work incidental to such loading and unloading including supervision of the work and/or of other employees;
 - loading and unloading rail trucks in a siding on the company's own premises;
 - engaged sorting goods and in performing clerical work in connection with the carriage and/or delivery of such goods.
- (b) **Transport Facility Worker (2)** means an employee who performs one or more of the following duties as well as the duties of a Transport Facility Worker (1):
- loading and unloading goods onto or from road vehicles,
 - stacking goods on the goods yard platform,

- stowing and unstowing goods into and from rail trucks or containers of all descriptions,
- loading and unloading goods from shelving, checking and sorting loads,
- checking and sorting goods in the depot,
- operating mechanical handling appliances (including but limited to pallet jacks), and
- clerical duties, including the compilation of manifests and load summaries, associated with such work.

1.2.4 To avoid doubt, the classifications and gradings set out in Appendix A of this Agreement, in particular the classifications of Transport Facility Worker (1) or Transport Facility Worker (2), shall apply to the employees covered by this appendix.

Before Fair Work Australia

Application for approval of

Star Track Express Pty Limited – Transport Workers' Union
Fair Work Agreement NSW/ACT 2012-2015

AG2012/1558

Undertaking pursuant to Section 190 of the Fair Work Act 2009

I, Stephen Cleary, Chief Executive Officer, of 1 Merriwa Street Gordon New South Wales 2072 hereby undertake for and on behalf of Star Track Express Pty Limited (the employer) as follows:

- (a) For the purposes of clause 17 of the *Star Track Express Pty Limited – Transport Workers' Union Fair Work Agreement NSW/ACT 2012-2015* (the Agreement), including clause 17.2(a), an employee shall be entitled to be represented by a representative, from the TWU or otherwise.
- (b) Accordingly, a representative of an employee's choice may be appointed to represent the employee at each and every stage of the dispute settlement procedure established by clause 17 of the Agreement.
- (c) This undertaking in relation to the Agreement is given by the employer in order to meet the requirements of section 186(6) of the Fair Work Act.

Signature: _____



Date: _____

31/05/2012