

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** CA22/02

**TITLE:** Global Express Contract Carriers Agreement 2022

**CASE NO:** 2022/369043

**DATE APPROVED / COMMENCED:** 15 December 2022 / 1 July 2022

**TERM:** 12 months

**NEW AGREEMENT OR VARIATION:** Replaces EA19/03

**GAZETTAL REFERENCE:** 23 December 2022

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all contract carriers engaged by Global Express, who fall within the coverage of the Transport Industry - General Carriers Contract Determination 2017.

**PARTIES:**

Ipec Pty Ltd -&- the Transport Workers' Union of Australia, New South Wales.

# **Global Express Contract Carriers Agreement 2022**

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## 1. Title

This Agreement will be referred to as the Global Express Contract Carriers Agreement 2022.

## 2. Objects

The objects of this Agreement include the following:

- (a) job security, effective workplace representation and training;
- (b) enhancing the safety of Global Express' operations;
- (c) maintaining the safety net and enhancing fair working conditions; and
- (d) enhancing the productivity and efficiency of Global Express' operations.

## 3. Definitions

**Act** means the *Industrial Relations Act 1996* (NSW).

**Agreement** means this agreement.

**Advisory Forum** means the forum established by clause 46 of the National Enterprise Agreement.

**Blue Card** means the Blue Card WHS Induction and Skills Passport, a work, health and safety initiative for the transport and logistics industry (TLIF1001 "Follow Work Health and Safety Procedures") nationally recognised Level 1 training competency.

**Business** means:

- (a) any one of the following businesses operated by the Group, and includes any of these businesses as renamed, consolidated or amalgamated:
  - (i) Express Parcels;
  - (ii) Intermodal and Specialised;
  - (iii) Tasmania; and
  - (iv) Linehaul.
- (b) any new business acquired by Global Express during the Term which engages a Carrier.

**Carrier** means an Owner-Driver engaged by a Business who falls within the jurisdiction of the Determination.

**Commission** means the Industrial Relations Commission of New South Wales.

**Contract of Carriage** has the meaning given to it by section 309 of the Act.

**Determination** means the Transport Industry- General Carriers Contract Determination.

**Dispute** means any dispute or grievance that arises at the workplace between a Carrier or Carriers and Global Express, or between the Union and Global Express, about the interpretation or application of this Agreement or in relation to any matters pertaining to the relationship between Global Express and a Carrier (or Carriers).

**Drug and Alcohol Procedures** means the drug and alcohol policy and procedures that are, subject to clause 23, issued by Global Express from time to time.

**Global Express** means IPEC Pty Ltd and each of its wholly-owned subsidiaries in Australia which engages a Carrier in a Business.

**Local Agreement** means a contract agreement between Global Express and Carriers in any Business, or at any site, made under Chapter 6, Part 3 of the Act, which is specific to that Business or site.

**National Enterprise Agreement** means the *Global Express – TWU Enterprise Agreement 2021-2023* made pursuant to the *Fair Work Act 2009 (Cth)*.

**New Carrier** means a Carrier who is first engaged by Global Express after the Operative Date.

**Operative Date** means 1 July 2022.

**Owner-Driver** means:

- (a) a natural person who carries on a business of transporting goods in a single vehicle supplied by him or her and operated by him or her (whether solely or with the use of relief operators);
- (b) a corporation (other than a listed public company) that carries on a business of transporting goods in a single vehicle supplied by the corporation or an officer of the corporation and operated by an officer of the corporation (whether solely or with the use of additional or relief operators); or
- (c) a partnership of persons referred to in paragraph (a).

**Parties** means Global Express, the Union and the Carriers.

**TEACHO** means Transport Education Audit Compliance Health Organisation Limited.

**Term** means the period described in clause 5.

**Union** means the Transport Workers' Union of New South Wales.

## **4. Coverage**

- 4.1 This Agreement applies to and is binding on Global Express, all Carriers and the Union.
- 4.2 The definition of "Owner-Driver" in clause 3 is not intended to extend, and will not be interpreted as extending, the scope of this Agreement beyond the Contracts of Carriage to which the Determination applies.

## **5. Term of Agreement**

This Agreement will commence operation on the Operative Date and will have a nominal term commencing on the Operative Date and expiring on 30 June 2023 (**Term**).

## **6. Relationship to the Determination and Local Agreements**

- 6.1 This Agreement is to be read in conjunction with the Determination and will prevail over the Determination to the extent of any inconsistency.
- 6.2 This Agreement is to be read in conjunction with any Local Agreement, whether made before or after the Operative Date. This Agreement will prevail over a Local Agreement to the extent of any inconsistency.

## **7. Conduct of the Parties**

- 7.1 The Parties agree that mutual respect and good faith is necessary to achieve an efficient and mutually beneficial relationship.
- 7.2 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.
- 7.3 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 the 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.

## **8. No extra claims**

- 8.1 During the Term the Carriers must not pursue any further claims in respect of any terms and conditions of engagement, including but not limited to rates of pay and allowances.
- 8.2 This clause 8 is not intended to preclude discussions under clause 9 for a Local Agreement that delivers mutual benefits to the Parties.

## **9. Local Agreements**

Global Express and the Carriers in any Business, or at any site, may agree to enter into a Local Agreement, which will be specific to that Business or site. Any Local Agreement must be consistent with the matters dealt with in this Agreement.

## **10. Consultation on workplace change**

- 10.1 If Global Express is considering workplace changes that are likely to have a significant effect on Carriers, it will consult with the Union and any Carriers who will be affected by any proposal.
- 10.2 As soon as practicable Global Express must discuss with the Union and relevant Carriers the introduction of the change, the effect the change is likely to have on the Carriers, the number of any redundancies, the persons or class of persons likely to be affected and any reasonable alternatives to the change or redundancy. Global Express must discuss measures to avert or mitigate the adverse effect of the change on the Carriers.
- 10.3 Global Express will give prompt and genuine consideration to matters raised about the change by the affected Carriers and the Union.
- 10.4 As soon as a final decision has been made, Global Express must notify the Union and the Carriers affected, in writing, and explain the effects of the decision.
- 10.5 In the event that a Dispute arises in respect to any decision, proposal or consideration to effect any change, the parties agree to follow the disputes procedure in clause 11, and until the Dispute is resolved in accordance with that procedure the status quo before the Dispute arose will be maintained and work will continue without disruption.
- 10.6 A reference to a change that is "likely to have a significant effect on Carriers" includes but is not limited to:
- (a) the termination of a Carrier's engagement;
  - (b) major change to the composition, operation or size of Toil's workforce or to the skills required of, or vehicles required to be provided by, Carriers;
  - (c) the elimination or diminution of a significant number of job opportunities;

- (d) the significant alteration of hours of work;
- (e) the need to relocate Carriers to another workplace;
- (f) the restructuring of jobs; or
- (g) any variation to the Drug and Alcohol Procedures.

## **11. Dispute resolution procedure**

11.1 In the event that a Dispute arises, and subject to clause 11.2, the Parties will attempt to resolve the Dispute through consultation at the area within a Business at which the Dispute arises.

11.2 Clause 11.1 will not prevent a Dispute being referred directly to the Commission under clause 11.3 where the nature of the Dispute requires the Commission's immediate involvement.

11.3 If the Dispute is unable to be resolved through consultation under clause 11.1, or clause 11.2 applies, the Dispute may be submitted to the Commission for conciliation. For this purpose, it is agreed that the action the Commission may take includes:

- (a) arranging conferences of the parties or their representatives at which the Commission is present; and
- (b) arranging for the parties or their representatives to confer among themselves at conferences at which the Commission is not present.

11.4 If the matter is not resolved in conciliation conducted by the Commission, the Parties agree that the Commission will proceed to arbitrate the Dispute and/or otherwise determine the rights and/or obligations of the parties to the Dispute. In relation to such an arbitration, the Parties agree that:

- (a) the Commission may give all such directions and do all such things as are necessary for the just resolution of the Dispute. The Commission may exercise powers of conciliation, arbitration and declaratory relief in relation to the Dispute, including all related procedural powers such as those in relation to hearings, witnesses, evidence and submissions;
- (b) the Commission should apply the rules of evidence that would ordinarily apply to a hearing before the Commission under the Act;
- (c) before making a determination, the Commission will give the parties an opportunity to be heard formally on the matter(s) in dispute; and
- (d) in making its determination, the Commission will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.



11.5 The decision of the Commission will be binding on the Parties subject to the following agreed matters:

- (a) there will be a right of appeal to a Full Bench of the Commission 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;
- (b) the appeal will be conducted in accordance with the legal principles applying to an appeal in the strict sense;
- (c) the Full Bench, or a single member on delegation, will have the power to stay the decision pending the hearing and determination of the appeal; and
- (d) the decision of the Full Bench in the appeal will be binding upon the parties.

11.6 Until the matter is resolved by agreement, conciliation or arbitration, the status quo before the Dispute arose will be maintained and work will continue without disruption. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

## **12. Global Express commitment**

12.1 Global Express commits to:

- (a) the full-time engagement of its Carriers wherever possible, subject to commercial and operational considerations;
- (b) subject to reasonable practical requirements, such as adequately servicing industry peaks, to promote job security through the full utilisation of full-time Carriers before the engagement of part-time Carriers, or casual, labour hire or outside hire workers;
- (c) requiring, in co-operation with the Union, that Carriers, when engaged by Global Express to perform work on Global Express's behalf, abide by all legal obligations including, but not limited to, compliance with any applicable industrial instrument, compliance with driving hours and compliance with occupational health and safety laws. Global Express will, having regard to section 127 of the Act, implement appropriate contract and invoicing requirements; and
- (d) only enter into collective contract agreements, as defined in, and in accordance with the Industrial Relations Act 1996, with its Carriers for the Term, and only offer terms of engagement to each Carrier that apply subject to any such agreements; and
- (e) ensuring that where a Carrier takes leave and, with the prior approval of Global Express, employs a relief driver to undertake the work that the Carrier would otherwise perform, the Carrier's employee is paid the rates applicable at the relevant business unit or site whilst performing that work. During such period,

the Carrier will receive no more than the amount that the Carrier would otherwise be paid for performing the work themselves.

### **13. Carrier commitment**

13.1 The Carriers commit:

- (a) to performing their duties faithfully, diligently and in accordance with all relevant Global Express Policies, Standards and procedures as amended from time to time;
- (b) to provide faithful service during their engagement with Global Express and to act in Global Express's best interests at all times; and
- (c) to promote Global Express' interests, prosperity and reputation.

### **14. Union commitment**

14.1 The Union commits:

- (a) that in exercising its representative role under this Agreement it will do so in accordance with this Agreement provided that this commitment will not preclude the Union from exercising its organisational objectives in an appropriate manner; and
- (b) to work cooperatively with Global Express to enhance the standards and conditions in the markets in which Global Express operates.

### **15. Probation period**

15.1 All New Carriers will serve a 3-month probation period. Global Express will decide, prior to the expiration of the probation period, whether the Carrier is to be offered further Contracts of Carriage.

15.2 During the probation period, Global Express or the Carrier may terminate the engagement by the giving of 1 weeks' notice.

### **16. Rates**

16.1 Global Express will ensure that each Carrier receives a labour component equal to the applicable wage rate payable for the relevant vehicle used by the Carrier at the site at which they are engaged.

16.2 Under no circumstances will a Carrier receive a labour component that is less than 10% above the relevant wage rate that the Carrier would receive as an employee under the *Road Transport and Distribution Award 2020* for the Carrier's classification.

16.3 Without limiting clause 16.1, Global Express will increase the labour rate payable to each Carrier as follows:

- (a) by 2.5% from the first full pay period on or after 1 July 2021; and
- (b) by 3% from the first full pay period on or after 1 July 2022.

16.4 For the avoidance of doubt, the Parties acknowledge that where Global Express have increased the labour rate payable to each Carrier in accordance with clause 16.3 between 1 July 2021 and 30 June 2023, then Global Express has met the obligation under this clause.

16.5 The labour component referred to in this clause 16 will absorb any increases:

- (a) awarded by the Commission by way of an increase to the rates of pay contained in the Determination; or
- (b) contained in a Local Agreement; or
- (c) contained in any other site- or Business-specific contract or arrangement, whether registered or otherwise.

16.6 Notwithstanding anything contained in a Local Agreement, there will be no increases during the Term to any allowances paid to Carriers. For the avoidance of doubt there will be no reduction in allowances paid to Carriers.

16.7 Subject to clause 16.8, the running and fixed cost component of the Carriers' remuneration will be varied in accordance with movements, excluding labour, in the Determination.

16.8 If the running and fixed cost component of the Carriers' remuneration exceeds that payable under the Determination, Global Express may absorb any movements in the Determination, excluding labour, into the overpayment.

16.9 In addition to the increases referred to in clause 16.3 and 16.5, Global Express will pay to the Carriers a daily allowance equal to 1.5% per hour worked Monday to Friday, to a maximum of 8 hours.

16.10 The amount of the allowance referred to in clause 16.9 will increase by the amount of, and at the same time as, any percentage increases in the rates of superannuation contributions paid on behalf of employees pursuant to clause 38 of the National Enterprise Agreement.

16.11 Global Express may, at its discretion, choose to pay the amounts referred to in clauses 16.9 and 16.10 as a one-off annual payment, rather than as an allowance.

## **17. Alternative payment arrangements**

17.1 Global Express may choose to remunerate a Carrier by way of piece rate or other incentive rate system of payment.

17.2 Where Global Express remunerates a Carrier by way of a method as described in clause 17.1, the Carrier will receive:

- (a) a labour component equal to the applicable wage rate payable at the site at which the Carrier is engaged for the type of vehicle operated by the Carrier; and
- (b) subject to clause 17.3, a total remuneration which is no less than what the Carrier would otherwise have earned for work performed had the Carrier been remunerated in accordance with the Determination.

17.3 For the purposes of clause 17.2(b), the Carrier's remuneration can be averaged over a 3-month period as follows:

- (a) January, February and March;
- (b) April, May and June;
- (c) July, August and September; or
- (d) October, November and December.

17.4 For the avoidance of doubt, any alternative payment method adopted by Global Express under clause 18(a) can be designed to incorporate the applicable labour component as well as any running and fixed costs provided for in the Determination.

## **18. Uniforms and protective clothing**

18.1 If a Carrier is:

- (a) engaged by Global Express on a regular and systematic basis (known colloquially as a "tied", "captive" or "core" Carrier); and
- (b) required to drive a vehicle or pull trailers bearing Global Express' livery, Global Express will provide that Carrier with a uniform at no cost to the Carrier.

18.2 Global Express may provide Carriers with protective clothing and personal protective equipment (PPE) at no cost to the Carrier.

18.3 Where the conditions in clause 18.1(a) and (b) are not met, it is at Global Express' discretion whether it will provide Carriers with uniforms, protective clothing and PPE.

18.4 Global Express will not be required to provide uniforms, protective clothing or PPE to alternative or relief drivers who may be engaged by a Carrier.

18.5 The Carriers must wear any uniforms and protective clothing provided to them.

18.6 The Carriers will utilise any PPE provided to them by Global Express.

- 18.7 Carriers must not alter, modify or change the appearance of uniforms, protective clothing and PPE provided to them by Global Express in any manner not otherwise authorised or instructed by Global Express..
- 18.8 Carriers must keep all uniforms, protective clothing and PPE in a clean, neat and tidy condition.
- 18.9 Uniforms and protective clothing will be replaced by Global Express on a fair wear and tear basis. In such circumstances, new clothing will be exchanged for the worn items.
- 18.10 Uniforms, protective clothing and PPE must be returned by a Carrier on the termination of their engagement.

## **19. Compliance with Obligations**

19.1 Global Express will comply with:

- (a) all applicable workplace health and safety legislation (and codes of practice arising under such legislation);
- (b) all applicable “chain of responsibility” legislation; and
- (c) any law regulating maximum driving and working hours and minimum rest times.

19.2 The Carriers and the Union will:

- (a) take all reasonable steps to assist Global Express meet the obligations in clause 19.1;
- (b) comply with any obligations imposed on them by the legislation and codes of practice referred to in clause 19.1; and
- (c) participate in forums convened by Global Express from time to time to discuss safety matters.

## **20. Safe system of work**

20.1 Global Express and each Carrier will take all reasonable steps to ensure that all work performed by the Carrier is performed in accordance with a safe system of work which must include, where appropriate but not necessarily be limited to the following:

20.2 Ensuring that all transport work is performed in accordance with documented safe scheduling plans and shift rosters that take account of the following:

- (a) the trip to be undertaken by a driver;
- (b) the actual time required to perform the freight task safely;

- (c) the actual distance travelled to perform the freight task safely including any urban driving observance of any detour or road block;
  - (d) fatigue-related safety concerns;
  - (e) the number and types of loads transported by the driver each trip and the time reasonably required to load and unload taking into account loading and unloading schedules and practices, delays and queuing times; and
  - (f) the period and frequency and likelihood of mechanical interruptions.
- 20.3 Ensuring, where appropriate, that all transport work is performed in accordance with documented systems which manage the risk of driver fatigue including, but not limited to:
- (a) methods for assessing the suitability of drivers;
  - (b) systems for keeping accurate records of the start and finish times of each shift or freight task performed by a heavy vehicle driver and the relevant dates over which a shift or freight task occurs and the total number of waking hours for each driver (regardless of whether or not those hours were paid or unpaid);
  - (c) systems for reporting hazards and incidents;
  - (d) systems for monitoring driver's health and safety;
  - (e) training and information about fatigue that is provided to drivers;
  - (f) systems for managing loading and unloading schedules and practices, including queuing practices;
  - (g) systems for reporting accidents, near misses, possible hazards or mechanical failures and contingencies to manage the risk of driver fatigue; and
  - (h) safe driving plans and a drug and alcohol policy consistent with applicable legislation and industrial instruments.

## **21. Health and Safety Committees**

- 21.1 Global Express will establish Health and Safety Committees in consultation with employees, Carriers and the Union, in accordance with applicable legislation.
- 21.2 When determining the constitution of a work group, who will be members of the Health and Safety Committee and the process for the election of a Health and Safety Representative (HSR) or Deputy Health and Safety Representative (DHSR) Global Express will consult with employees, Carriers and the Union.
- 21.3 Global Express will ensure that all members of its Health and Safety Committees, HSRs and DHSRs are provided with the appropriate and accredited WHS training as required under applicable legislation within 3 months of their election.

21.4 Global Express and the Union will not in any way hinder or seek to pressure or influence a HSR or DHSR in the performance of their duties.

## **22. Drug and alcohol testing**

22.1 Subject to Global Express undertaking consultation in accordance with clause 10.6(g), Global Express may vary the Drug and Alcohol Procedures to address any governmental, regulatory, technological or reasonable operational changes.

22.2 The Carriers acknowledge and agree that the Drug and Alcohol Procedures operate in conjunction with, and not in replacement of, any other drug or alcohol testing procedures that Global Express is now, or may later be, required to implement as a result of governmental, regulatory or customer demands.

## **23. Union Recognition**

Global Express recognises the Union as capable of representing the Carriers and acknowledges that the Union has the right to manage its own affairs and to organise Carriers in the workplace.

## **24. Union Delegates**

### **24.1 Identification of delegates**

The Union must provide Global Express with a complete list of all Carrier delegates in the Group throughout New South Wales, and ensure that Global Express is promptly advised of any changes to the list as required.

### **24.2 Delegates' role and responsibilities**

- (a) Global Express acknowledges that each Union delegate is entitled to:
- (i) be treated fairly and to perform their role as Union delegate or workplace representative without any discrimination or victimisation;
  - (ii) recognition by Global Express that Union delegates speak on behalf of the Union members in the workplace;
  - (iii) bargain collectively on behalf of Union members in the workplace;
  - (iv) consultation on matters affecting Union members;
  - (v) address New Carriers about the benefits of Union membership at the time that they commence work with Global Express in accordance with clause 25.3;
  - (vi) discuss Union and workplace matters with all Carriers at the workplace who consent to such discussions, which will take place during breaks or outside of business hours;

- (vii) reasonable access to a telephone, photocopying, internet and email and office facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union; and
  - (viii) place Union information on a notice board in a prominent location in the workplace.
- (b) Global Express acknowledges, and will in no way hinder, the following functions of Union delegates:
  - (i) to provide awareness and understanding of the Union's aims and achievements whenever possible;
  - (ii) to know the profile of Union members in the workplace;
  - (iii) to recruit and involve Carriers in the Union and its activities;
  - (iv) to be approachable and helpful to Union members in the workplace;
  - (v) to seek out and encourage other Union members to take on roles and responsibilities;
  - (vi) to provide up to date and relevant Union information to Union members in the workplace;
  - (vii) to represent the views of the members;
  - (viii) to represent Union members fairly and accurately in negotiations and in relation to individual grievances;
  - (ix) to keep in regular contact with the Union organiser and other Union representatives in the workplace about matters pertaining to the workplace.
- (c) Union delegates also have responsibilities (as do all persons engaged by Global Express), which include:
  - (i) acting in manner consistent with and appropriate to their role;
  - (ii) raising workplace issues in a timely fashion and working co-operatively to resolve issues;
  - (iii) dealing appropriately with all Carriers and Global Express employees; and
  - (iv) using equipment made available in a manner consistent with Global Express policies, provided that this commitment will not preclude a delegate from exercising his or her representational role in an appropriate manner.



- (d) Union delegates will be allowed such reasonable time during working hours, as may be agreed between Global Express and the delegates, to attend to the functions outlined above.
- (e) Other than as expressly specified, this clause 24.2 does not confer on Union delegates any additional remuneration, paid leave, or other benefit, above and beyond the benefits specified in other clauses in this Agreement.

### **24.3 Delegates' meetings**

- (a) Carrier delegates will be entitled to attend Union delegates meetings subject to the conditions set out below.
- (b) Delegates' meetings will be conducted, as far as practicable, at a time that has the least operational inconvenience for Global Express.
- (c) The Union must provide Global Express with at least 7 days' notice in writing of a delegates meeting.
- (d) Global Express will not be required to release a delegate to attend more than 2 delegates' meetings per quarter provided that delegates may attend up to 2 delegates' meetings in addition to the annual delegates conference in the quarter in which such conferences are held.
- (e) The number of delegates attending at delegates meetings will be restricted to no more than 2 delegates from each business unit or contract where Global Express engages more than 20 Carriers. Where fewer than 20 Carriers are engaged only 1 delegate will be released.
- (f) The limitations in clause 24.3(e) will not apply in respect of the Union's annual conference or for report back meetings connected with the negotiations for the agreement to replace this Agreement.
- (g) Delegates who are released to attend meetings under this clause will be paid in accordance with the custom and practice applying to their site or Business, or as a minimum payment at their applicable hourly labour rate for the time spent at the meetings and the time reasonably spent travelling to and from work to the meetings.

## **25. Training, inductions and related matters**

### **25.1 New Carriers**

A New Carrier commencing work with Global Express will be trained in:

- (a) occupational health and safety;
- (b) the Drug and Alcohol Procedures;
- (c) their rights and obligations under this Agreement; and

- (d) the importance of supporting a culture of continuous improvement and of assisting Global Express to meet its commitments to its customers.

#### **25.2 Blue Card Induction Program**

- (a) Global Express will train all New Carriers in Blue Card.
- (b) The Parties recognise:
  - (i) that safety and induction training should where possible exceed the requirements of Blue Card; and
  - (ii) the importance of maintaining and enhancing Blue Card requirements through their involvement in TEACHO.

#### **25.3 Union Induction**

- (a) Representatives of the Union will be given an opportunity to induct all New Carriers who commence with Global Express after the Operative Date in accordance with the following procedure:
  - (i) the induction will take place on a site at which work is being performed;
  - (ii) a room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
  - (iii) 30 clear minutes will be allowed for the induction to take place;
  - (iv) prior to the induction there will, at the Union's request, be posted in a prominent position accessible to all Carriers a Union generated notice describing the purpose of the induction and setting out any other relevant information.
- (b) Global Express and the Union will consult on organising the most effective time for Union inductions to occur. Where possible, Union inductions will occur at the same time as Global Express conducts Carrier inductions, or in conjunction with other Union training.
- (c) To facilitate Union inductions, Global Express will at a local level provide the Union with reasonable notice as to when Carrier inductions are to occur.
- (d) Where Union inductions do not occur at the same time as Global Express conducts a Carrier induction or in conjunction with other Union training, the relevant Union organiser and Global Express manager will agree on a mutually suitable time for the Union induction to occur, which must be within 30 days of that discussion.

#### **25.4 Ongoing training**

- (a) Global Express will provide existing Carriers with the opportunity and time to attend a two hour safety course, such course to be determined by Global

Express, conducted on site or other agreed place at an agreed time. Such training will be conducted within a reasonable time of signing this Agreement.

- (b) Global Express will enrol and provide existing Carriers with the opportunity and time to attend driver fatigue management programs as appropriate.
- (c) Carriers attending training under this clause 26.3 will be paid in accordance with the custom and practice applying to their site or Business, or as a minimum payment their applicable labour rate for the time spent at the training plus the time reasonably spent travelling to and from work to attend the training.
- (d) Subject to any statutory obligations binding on Global Express to the contrary, it will be entirely a matter for Global Express to determine what person, firm, organisation or company provides Carriers with any training required under this Agreement.

#### **25.5 Delegates Training**

- (a) The Union may request that a delegate be released to attend training. Any request must be made at least 7 days before the intended training.
- (b) Global Express will not unreasonably refuse a request to release a delegate for training.
- (c) Delegate training must be organised in a manner that does not affect site operating efficiency.
- (d) Delegates attending training under this clause 25.5 will be paid in accordance with the custom and practice applying to their site or business, or as a minimum payment their applicable labour rate for the time spent at the training plus the time reasonably spent travelling to and from work to attend the training.

#### **26. Advisory Forum**

The Parties acknowledge and agree that matters affecting or relating to Carriers may be the subject of discussion in the Advisory Forum.

#### **27. Fleet Operators**

This Agreement is to be taken to incorporate clause 52 of the National Enterprise Agreement.

#### **28. Redundancy**

- 28.1 A redundancy occurs where Global Express decides that it no longer requires the job that a Carrier has been doing to be done by anyone and that decision leads to the termination of the Carrier's engagement by Global Express.

28.2 Global Express commits to using redundancy as a last resort.

28.3 In a redundancy situation Global Express will:

- (a) undertake consultation in accordance with clause 10; and
- (b) explore, in consultation with the affected Carrier(s) and the Union, opportunities for suitable alternative work for the affected Carrier(s).

28.4 The selection of Carriers for redundancies, and the criteria to be applied in making that selection, will be at Global Express's reasonable discretion. Selection criteria for redundancies may include:

- (a) identification of the skill sets which Global Express requires be maintained;
- (b) expressions of interests for volunteers for redundancy; and
- (c) "last on, first off".

28.5 In the event that a redundancy occurs, an affected Carrier will be entitled to a severance payment calculated in accordance with the Transport Industry - Redundancy (State) Contract Determination, unless the Carrier has a greater entitlement arising under a Local Agreement or custom and practice applying to their site or Business.

28.6 A Carrier will not be entitled to receive a severance payment if Global Express obtains for them suitable alternative work. For the avoidance of doubt, such suitable alternative employment can include engagement with a company other than Global Express.

## **29. Incorporation of Carriers**

29.1 It is Global Express's preference that all Carriers be incorporated companies.

29.2 Global Express may make it a requirement in any Business that New Carriers:

- (a) must be incorporated companies; and
- (b) must maintain that status for the entirety of their engagement with Global Express; and
- (c) may have their engagement terminated if they cease to be incorporated.

29.3 The Parties may through a Local Agreement agree on terms on which Carriers who are not incorporated become incorporated.

**SIGNATORIES**

This agreement is made at 26 McPherson Street  
Banksmeadow NSW on 21 November 2022.

**SIGNED for and on behalf of  
IPEC Pty Ltd**

Leanne Blizzard

Joshua Peacock

.....  
Witness  
Name (please print)

*Leanne Blizzard*

.....  
Representative  
Name (please print)

*Joshua Peacock*

**SIGNED for and on behalf of  
THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES (TWU)**

Gavin Webb

Richard Olsen

.....  
Witness  
Name (please print)

*Gavin Webb*

.....  
Representative  
Name (please print)

*Richard Olsen*

.....  
Witness  
Name (please print)

.....  
Representative  
Name (please print)