

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/91

TITLE: **TWU - Western Freight Management Enterprise Agreement
2005**

I.R.C. NO: IRC6/170

DATE APPROVED/COMMENCEMENT: 13 February 2006 / 13 February 2006

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**NEW AGREEMENT OR
VARIATION:** New.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Western Freight Management Pty Ltd located at 13 Butterfield Street, Blacktown NSW 2148, who fall within the coverage of the following awards: Transport Industry (State) Award; Transport Industry - Redundancy (State) Award and the Transport Industry (State) Superannuation Award (No. 2)

PARTIES: Western Freight Management -&- the Transport Workers' Union of New South Wales

TWU-WESTERN FREIGHT MANAGEMENT ENTERPRISE AGREEMENT 2005 AS OF 29 NOV 2005

PART A - FORMAL MATTERS & COMPANY OBLIGATIONS 3

1. TITLE	3
2. PARTIES	3
3. RECITAL	3
4. OPERATION	4
5. DEFINITIONS	4
6. OBLIGATIONS OF THE COMPANY	6

PART B - RATES AND CONDITIONS 7

7. CONDITIONS OF ENGAGEMENT	7
8. RATES OF REMUNERATION FOR EMPLOYEES	8
9. SUPERANNUATION	8
10. MEAL ALLOWANCE	8
11. DANGEROUS GOODS ALLOWANCE	8
12. PROTECTION OF ENTITLEMENTS	9
13. MEASURES TO INCREASE EFFICIENCY	9

PART C - UNION RECOGNITION 9

14. RECOGNITION, INDUCTION AND UNION MEMBERSHIP	9
15. PAYROLL DEDUCTIONS – UNION MEMBERSHIP FEES	13
16. UNION PICNIC DAY	14
17. SETTLEMENTS OF DISPUTES	14

PART D - SAFETY 16

18. REASONABLE WORK HOURS	16
19. SUPPLEMENTARY LABOUR AND CONTRACTING OUT	16
20. CHAIN OF RESPONSIBILITY	19

PART F - SITE RATES AND CONDITIONS 21

21. AGREEMENT RATES AND CONDITIONS TO APPLY TO ALL TRANSPORT WORKERS ON-SITE	21
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PART F - TRAINING 21

22. BLUE CARD, EBA AND ON-GOING TRAINING	21
23. RETRAINING, TRAINING, EDUCATION AND INDUSTRIAL RIGHTS	23

<u>PART G - LEAVE</u>	24
24. BLOOD DONOR LEAVE	24
25. VOLUNTEER EMERGENCY SERVICES, BUSH FIRE FIGHTERS	24
26. DEFENCE FORCES RESERVES LEAVE	24
27. SAVINGS CLAUSE	24
<u>PART H - EXECUTION</u>	25
28. SIGNATORIES	25
<u>ANNEXURE A - SCHEDULE OF RATES</u>	25
A. NEW SOUTH WALES EMPLOYEES	25
<u>ANNEXURE B – SUBCONTRACTOR PAYMENT VOUCHER</u>	27

PART A - FORMAL MATTERS & COMPANY OBLIGATIONS

1. Title

This agreement shall be known as the TWU-Western Freight Management Enterprise Agreement 2005.

2. Parties

(i) The parties to this agreement shall be:

Western Freight Management (“the company”)

And

the TWU, as defined, (“TWU”).

3. Recital

- (i) The Company has an agreement with Star Track Express Pty Limited to provide transport services
- (ii) In addition to the provision of transport services, the Company provides and has customarily provided drivers and prime movers that operate within the Sydney region to Star Track Express Pty Limited.
- (iii) Star Track Express Pty Limited is and has been obligated and accustomed to acquiring services from the Company.
- (iv) The Company relies on the customary and contractual relationship with Star Track Express Pty Limited and intends to maintain a harmonious relationship with the TWU commensurate with the Company remaining a viable commercial entity.

4. Operation

- (i) This agreement shall apply to all of the transport operations of the company that operate or perform work to or from the following sites:
- (a) Unit 3, 1-3 Burrows Road, St Peters NSW 2044;
 - (b) 51 Sargents Road, Minchinbury NSW 2770;
 - (c) 32 Sargents Road, Minchinbury NSW 2770;
 - (d) 234 North Street, Albury NSW 2640;
 - (e) 35A Lawson Crescent, Coffs Harbour NSW 2450;
 - (f) 9 Aluminium Close, Edgeworth NSW 2285;
 - (g) Cnr Leewood Drive & Hawthorn Place, Leewood Industrial Estate, Orange NSW 2880;
 - (h) 1 Acacia Avenue, Port Macquarie NSW;
 - (i) Lot 2, 112 Plain Street, Tamworth NSW 2340;
 - (j) 25 Reliance Drive, Tuggerah Business Park, Tuggerah NSW 2259;
 - (k) 4 Rabaul Place, Wagga Wagga NSW 2650;
 - (l) 29-31 Waverley Drive, Unanderra NSW 2526; and
 - (m) any other Star Track Express Pty Limited facilities in New South Wales
- (ii) This agreement comes into effect on the date of registration in the Industrial Relations Commission of NSW and shall remain in force for a period of two years.
- (iii) By 1 October 2006 the Company shall enter into negotiations with the TWU for the renewal of this Agreement with an agreement in place prior to 1 January 2007.

5. Definitions

- (i) Subject to this Agreement unless the context otherwise requires:

"Award", in relation to:

- Wages and Monetary Rates, means the rates set out in Part B of the *Transport Industry (State) Award, 2000* as varied from time to time or any award replacing or rescinding that award; and
- The terms and conditions of employment other than Monetary Rates, means Part A of the *Transport Industry (State) Award, 2000* as it reads at the date of the making of this Agreement, provided that any clause that is inserted into the said award relating to the protection of employee entitlements, or chain of responsibility after the date of the making of this Agreement shall also apply to the parties covered by this Agreement.

"Blue Card" means a safety initiative for the transport and distribution industry, based upon the Transport and Distribution ("TDT 2002") nationally recognised level 1 training competency. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures. Blue Card is conducted by a registered training provider that is licensed to deliver Blue Card.

"Company" except as otherwise specified, means Western Freight Management

"contract carrier" means any person performing a "contract of carriage" as defined by Section 309 of the *Industrial Relations Act, 1996* that perform work for the Company

Defence Force Reserves - for the purposes of this Agreement the following definitions apply:

- **Defence Service** means:

(a) Service overseas by a member in peacekeeping, peace enforcement, or humanitarian relief operations as declared by the Minister in which the Defence Force is participating; or

(b) Any voluntary service not covered by the call out provisions of the Commonwealth *Defence Reserve (Protection) Act 2001*, or

(c) Any official Reserve Forces Induction or Training.

- **The Reserve Forces** means the Australian Army Reserve, the Australian Navy Reserve and the Australian Air Force Reserve.

"employee" means an employee covered by the classifications referred to in Clause 1 of the *Transport Industry (State) Award* that perform work for the Company with the exception of employees performing line haul work.

"transport worker" includes, except as otherwise specified, employees and contract carriers.

"Transport Industry - Training, Education and Industrial Rights Council" means an organisation established for the purpose of promoting vocational training, occupational health and safety training, safer work practices, knowledge of this Heads of Agreement, the award and other

industrial instruments, and the furtherance of industrial rights compliance in the transport industry. The ordinary members of the Council are constituted by an equal representation of employees and employers, and the Council is chaired by the Secretary of the TWU, or his nominee. By agreeing to clause 24 of this agreement the company may nominate a representative to the board of the Council, provided that if the company is a member of a registered organisation of employers it may be represented on the council by that organisation.

"TWU" means the Transport Workers' Union of New South Wales.

"Union" means TWU.

(ii) In this agreement:

- Words importing the singular shall include the plural; and
- Words importing the masculine gender shall include the female gender.

6. Obligations of the Company

The company shall ensure the following:

- (i) Maximisation of the full-time proportion of its workforce, including utilisation of full-time employees and contract carriers to their full capacity before casual, part-time or Labour Hire employees or contract carriers are engaged or work is contracted out to other companies or businesses;
- (ii) The company recommends that all of its employees join the TWU, including a recommendation at the point of recruitment;
- (iii) That any yard agreement or other unregistered arrangement in force at the time that this Agreement is executed shall continue to apply unless the parties to this Agreement specifically agree to other arrangements to apply in lieu thereof.
- (iv) That all road transport or distribution companies, employment & labour hire providers and other contractors engaged by the company abide by the Chain of Responsibility Clause contained herein, including the Safe Driving Plan which is Annexure "B" and which forms

part of this agreement. In ensuring this, the company acknowledges that the link between, on the one hand, low rates of pay and other inappropriate industrial practices (such as penalty/reward and other performance/time related systems), and on the other hand, safety concerns such as: pressure to work excessive hours; pressure to exceed legal speed limits; and pressure to drive through break and sleep times, (to name only a few) is now well established by reports such as *Beyond the Midnight Oil*: a report commissioned by the Federal Government in 1999 and the *Quinlan Inquiry Report* of 2001.

- (vi) The training of its employees in occupational health and safety and other professional training by a certified training provider and the training of Blue Card to all its employees by a licensed Blue Card Provider; and
- (vii) Adherence to the principle of collective bargaining with the TWU including compliance with the following:
 - (a) The only industrial instrument(s) regulating terms and conditions of engagement of its employees will be the relevant award, this Agreement or a registered Union enterprise agreement and
 - (b) The company will not enter into individual contracts or agreements (including Australian Workplace Agreements), or non-union agreements, with employees.

PART B - RATES AND CONDITIONS

7. Conditions of Engagement

- (i) In relation to any matter in respect of which this agreement does not make provision, the terms of the Award shall apply to all employees of the Company.
- (ii) The wage rates specified in this agreement are to apply for the purposes of calculating all employee entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.

8. Rates of Remuneration for Employees

- (i) The company shall pay its employees the rates set out in the Schedule of Rates to this Agreement at Annexure A.
- (ii) The wage rates in sub-clause 7(i) do not include allowances. Subject to clause 10, Meal Allowance and clause 11, Dangerous Goods Allowance, allowances as prescribed by the Award shall be paid to employees.

9. Superannuation

- (i) The company shall make the following monthly superannuation contributions on behalf of each of its employees into the TWU Superannuation Fund (“the Fund”) or any other nominated superannuation fund provider:
 - (a) an amount calculated in accordance with the *Transport Industry – Superannuation (State) (No. 2) Award*.
- (ii) For the purposes of determining ordinary time earnings the following shall be applied: Bonuses, incentive payments, over award or agreement payments, shift loadings and the like, as per the Australian Tax Office Superannuation Guarantee Ruling SGR 94/4.
- (iii) The company shall provide its employees with written advice, on a monthly basis, which includes all relevant details of the contributions made to the Fund (or any other nominated superannuation fund provider) in accordance with this clause.

10. Meal Allowance

- (i) After two or more hours following the end of a shift a meal allowance is to be paid in accordance with clause 8.2 of the *Transport Industry (State) Award*. Such allowance shall be calculated on the rates of pay specified in Annexure A of this Agreement.

11. Dangerous Goods Allowance

- (i) An employee engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public road shall receive an allowance of

\$17.00 per day. Bulk Dangerous Goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time

- (ii) An employee engaged in the transport of packaged dangerous goods which require placarding by public road shall receive an allowance of \$10.00 per day. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

12. Protection of Entitlements

- (i) The Union, with the Company's full cooperation, may investigate the Company's viability should the Union suspect that the Company's financial position is inadequate to meet its obligations regarding its employee entitlements.
- (ii) Leave is reserved for both parties throughout the life of this agreement to negotiate alternative arrangements regarding this clause.

13. Measures to increase efficiency

- (i) 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 TWU and employees.
- (ii) At the commencement of this agreement all delegates, employees and representatives of management will attend an information session on the content of the new agreement during normal working hours. This session will be of thirty minute duration and will be conducted by representatives from management, a delegate and a TWU representative.

PART C - UNION RECOGNITION

14. Recognition, Induction and Union Membership

A. Union Recognition

- (i) The company recognises the TWU as being the sole Union that shall represent employees. This representation will extend to all terms and conditions of engagement of employees engaged by the company, whether those terms and conditions are subject to this agreement or not.

- (ii) It is the policy of the company that it shall recommend that all of its employees shall join the TWU. This includes positively promoting union membership at the point of recruitment and recommending that all employees who are members of the TWU remain members of the TWU.
- (iii) The company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the company to employees electing to join or remain members of the TWU.
- (iv) The company agrees not to discriminate, discharge, lay-off or discipline any employee for reason (or for reasons that include the reason) that the employee joined, proposed to join or is a member of the TWU, signed an authorisation card or engaged in Union activity.

B. Induction

- (i) A TWU representative shall be given an opportunity to induct into the TWU all new employees as required. The induction will last for thirty minutes and will be used to outline the value of Union membership and to encourage the employees to join the TWU. To this end the company agrees to ensure the following:
 - (a) That it provides to the State Secretary of the TWU (or the Secretary's nominee) on the first day of each quarter a list of all of its employees. The list will state the following:
 - the name of each employee;
 - the contact address and email address of each employee (this will only be provided after prior consent has been given by the said employee);
 - the classification of each employee;
 - the department/section/yard/group in which the employee is engaged; and
 - the date the employee commenced engagement with the company.
 - (b) That the induction will take place at an appropriate room at the premises relevant to the Company.
 - (c) That employees receive no less than their usual or (where they have not yet commenced work) proposed rate of pay for the duration of the induction; and

- (d) That prior to the induction there shall, at the request of the union, be posted in a prominent position accessible to all employees in the workplace, a Union generated notice as to the purpose of, and any other relevant information about, the induction.
- (ii) At the commencement of this Agreement, the company shall allow a one-off induction of the type and in the manner specified in B, above, of all existing employees, to be held in conjunction with the EBA Training specified in this agreement.
- (iii) The company will notify the Union of all upcoming site inductions of new employees as soon as is practicable but no later than 72 hours before the site induction is to take place.

C. Delegates' Rights

- (i) The company shall ensure that TWU Delegates have the following rights:
 - The right to be treated fairly and to perform their role as Union Delegate or workplace Representative without any discrimination in their engagement.
 - The right to formal recognition by the company that endorsed Union Representatives speak on behalf of Union members in the workplace.
 - The right to bargain collectively on behalf of those they represent.
 - The right to consultation, and access to information about the workplace and the business.
 - The right to paid time to represent the interests of members to the company and to attend industrial tribunals.
 - The right to paid time during normal working hours to consult with Union members.
 - The right to paid time off to participate in the operation of the union.
 - The right to paid time off to attend accredited Union education and training.

- The right to address new transport workers about the benefits of Union membership at the time that they commence work with the company.
 - The right to discuss Union and workplace matters with all transport workers at the workplace.
 - The right to access to a telephone, facsimile, 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.
 - The right to place Union information on a notice board in a prominent location in the workplace.
 - The right to up to one (1) week paid time off to work with the Union and attend Union Training.
- (ii) The company acknowledges, and will in no way hinder, the following functions of TWU delegates:
- To provide awareness and understanding of the Union's aims and achievements whenever possible.
 - To know the profile of Union members in the workplace.
 - To recruit and involve transport workers in the workplace in the Union and its activities.
 - To be approachable and helpful to Union members in the workplace.
 - To seek out and encourage other Union members to take on roles and responsibilities.
 - To provide up to date and relevant Union information to Union members in the workplace
 - To regularly undergo Union education and training.
 - To represent the views of the members.

- To represent Union members fairly and accurately in negotiations and in relation to individual grievances.
- To keep in regular contact with the Union Organiser and other Union Representatives in the workplace.
- To notify the Union should there be any issues which may impede the Company in any of the above.

15. Payroll Deductions – Union Membership Fees

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

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

16. Union Picnic Day

The benefits of clause 28 - Union Picnic Day - of the *Transport Industry (State) Award*, shall apply to all employees engaged by the company who are financial members of the Union (this includes, but is not limited to casual employees (provided they have worked at the Company for a period in excess of six months and that they have worked in either the week before or the week after the said Picnic Day), Payment pursuant to this clause (including casual employees employed in a full time basis) shall be calculated by reference to the applicable rates specified in clause 7, Rates of Remuneration. Payment for casual employees (who are not employed in a full time basis) will be for deemed work of a duration of four hours at ordinary time.

17. Settlements of Disputes

- (i) The parties have agreed that the following procedure shall apply for the settlement of disputes involving transport workers:

- (a) The matter should first be discussed at the workplace level between transport workers and relevant management. If a transport worker so requests the TWU delegate will be involved in such discussions;
 - (b) If the matter is not settled discussions shall occur between the appropriate TWU official and management;
 - (c) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the company;
 - (d) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of New South Wales which shall conciliate the matter;
 - (e) Where the matter cannot be settled by conciliation, the Industrial Relations Commission of New South Wales may determine the dispute by arbitration.
 - (f) The parties are committed to the Industrial Relations Commission of New South Wales ultimately having the capacity to determine any matter(s) in dispute (i.e. matters that have been traditionally regarded as arbitral matters or as traditionally coming within the Commission's jurisdiction). Consequently, neither party will pursue a jurisdictional objection that would have the effect of preventing this process occurring. To the extent that it is necessary to do so, the parties are therefore committed to the Commission performing a private arbitration function if necessary on matters contained in this Agreement.
 - (g) Company representatives will be given the opportunity to address transport workers directly at every stage of the dispute procedure.
- (ii) Whilst the above procedure is being followed the conditions existing between the parties immediately before the occurrence of the events giving rise to the industrial dispute shall remain in place or, where such conditions have changed, be restored, and work shall continue normally, except in circumstances where transport workers have genuine concerns for their health and safety.
- (iii) This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of engagement of transport workers.

- (iv) For the purposes of this clause “transport worker” means an employee or contract carrier employed or engaged by the company and, in addition, any other employees or contract carriers engaged by any other entities who perform in or in connection with transport and distribution at or in connection with any workplace of the company.

PART D - SAFETY

18. Reasonable Work Hours

- (i) Subject to sub-clause (ii) the company may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances, including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the company of the overtime and by the employee of his or her intention to refuse it, and any other relevant matter.

19. Supplementary Labour and Contracting Out

- (1) With the exception of clause 19 (2), the Company agrees that work performed under contract from Star Track Express Pty Limited will not be further subcontracted, assigned or transferred to any other party (except a contract carrier).

(2) **Labour Hire Companies**

- (a) The Company agrees that when necessary to meet short term peak work requirements additional labour will be sourced from Labour Hire Companies who have a registered enterprise agreement with the TWU
- (b) The Company will ensure that the employees of labour hire companies engaged are paid no less than the rate fixed by this Agreement for any work performed by them.
- (c) If the Company experiences problems with the implementation of this clause owing to a genuine emergency (as defined below the Company will discuss alternative arrangements with the Branch Secretary (or nominee) of the TWU to ensure that the business needs of the Company are met.
- (d) For the purpose of this clause “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.

(3) **Consultation on Major Changes**

- (a) The Company commits to consultation with the TWU in relation to any major changes to its operations which will have a significant impact on its employees.
- (b) It is not the Company’s intention to contract out any significant part of its workforce or its work nor make any substantial change in the current overall balance of employee/contractor resources. Contractors will not be used as a means of pursuing a reduction in wages and conditions of the Company’s employees or altering the Company’s commitment to providing opportunities for its transport workers. Where the Company proposes to contract out work currently performed by its transport workers, the Company shall hold discussions with all of its transport workers who might be affected and the TWU.
- (c) Such discussions shall take place as soon as is practicable and in any event not less than twelve weeks before the proposed contracting out of work is intended to commence. The discussions shall cover all relevant matters, including:

- (i) The reasons for the proposed contracting out of work;
 - (ii) Any available alternatives to the contracting out of work;
 - (iii) Measures to avoid or minimise the effects of the contracting out of work;
 - (iv) Measures to mitigate any adverse effects of the contracting out of work, particularly with respect to persons whose positions are displaced as a result; and
 - (v) The availability of reasonable alternative employment with the Company for those whose positions are displaced.

- (d) For the purposes of such discussions, the Company shall, as soon as practicable, provide in writing to the affected employees and the TWU all relevant information about the proposed contracting out of work, including:
 - (i) The number and categories of transport workers likely to be affected;
 - (ii) The number of transport workers normally engaged; and
 - (iii) The name and address of the contracting business(s) which the employer intends contracting work out to.

- (e) Whilst such discussions are occurring, or whilst the disputes settlement procedures is being followed pursuant to this agreement with respect to any matter arising out of such discussions, the Company shall not proceed to enter into any contract with a contract business with respect to the contracting out of the work which is the subject of the discussions.

- (f) The Company must not decide to contract out work which is currently performed by persons directly engaged by the Company for any of the following reasons, or for reasons which include any of the following reasons:
 - (i) To avoid having to pay a benefit to which such persons are entitled under:
 - (A) This or any other applicable award or other industrial instrument;
 - (B) Their contracts of employment;
 - (C) Applicable Industrial Relations legislation; or
 - (D) Any order of a court or industrial tribunal.

- (ii) To avoid any other lawful obligation of the employer including any obligation arising under occupational health and safety legislation; or
 - (iii) To remove or weaken the TWU presence in the workplace.
- (g) Where it is alleged that the Company has made a decision to contract out work for any of the reasons set out in (f) above, or for reasons which include any of those reasons, it shall be presumed that the decision was made for those reasons unless the Company proves otherwise.
- (h) Nothing in this clause affects any obligation upon the employer to provide notice or to pay severance or redundancy pay arising under this or any other enterprise agreement or award or order of the Commission pursuant to the *Employment Protection Act 1982*.

20. Chain of Responsibility

- (i) The chain of responsibility clause covers all work contracted out by Star Track Express Pty Limited to the Company.
- (ii) The Company shall keep records containing details of the work that has been contracted out to it including the name and address of the employer, person or entity that contracted out the work, the date the work was contracted, a description of the work to be performed and the names and addresses of the employees who perform the work that has been contracted.
- (iii) The chain of responsibility clause will establish a two way 'tracking' system, whereby work that has been contracted out can be tracked both ways along the transport and distribution chain. Contracted work must only be accepted by the Company in accordance with the terms and conditions of this agreement and applicable legislation including:
 - (a) *NSW Transport Industry (State) Award*;
 - (b) *Transport Industry General Carriers Contract Determination*;
 - (c) *Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW)*;
and
 - (d) *Occupational Health and Safety Regulation 2001 (NSW)*

- (iv) The Company will take all necessary steps to ensure that for each and every freight delivery task a Safe Driving Plan is completed. A paper copy will be given to the worker(s) actually performing the work. The Company will ensure that it complies with the Star Track Express' Safe Driving Plan.
- (v) When the person performing the work collects a load, the person performing the work and the consigner/freight forwarder/client will complete the relevant details on the Safe Driving Plan. A copy of the completed plan will stay with the consigner/freight forwarder/client. Two copies of the plan will go with the person performing the work together with one copy of the plan for the trip completed by that person immediately prior to the current trip. At arrival at the delivery point the person performing the work and the recipient will complete the details relating to the odometer reading at the time of arrival, the actual arrival time, the total time taken for rest breaks and any other trips or side trips. The Safe Driving Plan is then to be signed by the recipient who is to retain a copy. The Company must ensure that where a load requires more than one leg or more than one person performing the work, it must ensure that a Safe Driving Plan is completed for each leg or each person associated with that load.
- (vi) The records referred to in (ii), (iv) and (v) above, shall be available for inspection and copying by a person duly authorised as if it were a record permitted to be inspected and copied under Part 7 of Chapter 5 of the *Industrial Relations Act (NSW) 1996*, *Occupational Health and Safety Act (NSW) 2000* and the *Occupational Health and Safety Regulation (NSW) 2001*.
- (vii) The Company will provide all of its employees with a copy of this clause and relevant additional information as part of its effort to ensure that such line hauliers engaged by it are capable of participating in the Safe Driving Plan outlined in (iv) and (v) above.
- (viii) The Company commits to ongoing communication with the TWU in respect of all Chain of Responsibility issues and processes with a view to ensuring that the Company utilises its position in the contract chain to promote safe and legal performance of its work by the employer, person or entity that it subcontracts work out to.
- (ix) For the purpose of this clause "Safe Driving Plan" means Subcontractor Payment Voucher which is Annexure B to this agreement and which forms part of this agreement.

PART F - SITE RATES AND CONDITIONS

21. Agreement Rates and Conditions to Apply to all Transport Workers On-Site

- (i) During the term of this agreement, the TWU commits that it will not pursue any extra claims (except for matters where leave is granted) relating to wages or changes to conditions of employment or any matters related to the employment of the employees, dealt with in this agreement.

PART F - TRAINING

22. Blue Card, EBA and On-Going Training

- (i) The company will promote vocational training, occupational health and safety training, safer work practices, knowledge of this agreement and other industrial entitlements, and other services for the benefit of the workers in the transport and distribution industry.
- (ii) The company recognises its responsibilities to provide a safe and healthy workplace for its employees and all other persons attending its sites and accordingly agrees to train employees in accordance with this Clause.
- (iii) Prior to an employee commencing to work with or on behalf of the company the employee shall be trained in:
 - occupational health and safety
 - vocational skills;
 - other professional training; and
 - industrial rights

This will be achieved by providing each employee with Blue Card Training as specified in subclause (iv) of this clause and by facilitating Union inductions and supporting industrial rights education as specified in this Agreement

(iv) Blue Card Training

- (a) Each new employee shall undertake a Blue Card Program, conducted by a licensed Blue Card training provider, in conjunction with the company, Star Track Express representative and the TWU delegate.

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

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

(v) The following additional training will also be provided as follows:

(a) EBA Training

At the commencement of this Heads of Agreement the company shall train all of its employees in its terms. This training shall be conducted by the TWU delegate, in conjunction with the company.

(b) Ongoing Training.

The company shall:

- A. Comply with all current Codes of Practices, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the company's obligations under the NSW Occupational Health and Safety Act 2001;

- B. Authorise all transport workers elected to OH & S Committees and/or as OH & S Representatives to attend a committee training course (as per the NSW Occupational Health and Safety Act, 2001) as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish an OH & S Committee in all workplaces with less than 20 employees;
- C. Enrol and provide all employees that perform driving duties with the opportunity and time to attend Driver Fatigue Management programs on the following basis
- All new employees are to attend the programs during the initial period of induction with the Company; and
 - All existing employees are to attend the programs within six months of the commencement of this Agreement.

(vi) Training to be paid for by the Company

The company shall pay for the training courses and programs referred to in this Agreement and all other reasonable expenses, which would otherwise be incurred by attendees of the course, shall be borne by the company. Further, attendees shall receive no less than their usual pay whilst attending such courses.

23. Retraining, Training, Education and Industrial Rights

- (i) In addition to any other entitlement of employees covered by this agreement the Company, shall make a contribution of \$2000 for transport workers covered by this agreement to the Transport Industry - Training, Education and Industrial Rights Council who may apply the money to:
- Retrain and assist in the job placement of retrenched employees;
 - Train employees in vocational and professional skills, occupational health and safety and industrial rights; and
 - Further industrial rights compliance in the transport industry.

PART G - LEAVE

24. Blood Donor Leave

- (i) The Company will contact the Mobile Blood Bank to visit Company sites (where practical) on a quarterly basis and encourage all transport workers to give blood.
- (ii) Leave is reserved for both parties throughout the life of this agreement to negotiate alternative arrangements regarding this clause.

25. Volunteer Emergency Services, Bush Fire Fighters

- (i) The Company will fully support any employee who is engaged in the above service. 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 this policy for assistance.
- (ii) Leave is reserved for both parties throughout the life of this agreement to negotiate alternative arrangements regarding this clause.

26. Defence Forces Reserves Leave

- (i) 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.

27. Savings Clause

- (i) In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the commonwealth parliament) renders inoperative or invalid any or all of the provisions of this registered enterprise agreement/contract agreement, the parties agree to treat the agreement and all of its provisions as subsisting independent of any legislative framework.
- (ii) In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the commonwealth parliament) affects the operation or validity of state award/contract determination provisions, with the result of eliminating or reducing

Weekly Full Time Employees

Classification	Current	27 July 2005	26 April 2006
Grade One	545.50	651.994	671.554
Grade Two	562.50	677.902	698.239
Grade Three	574.40	693.755	714.568
Grade Four	584.80	702.813	723.898
Grade Five	611.50	739.724	761.916
Grade Six	618.20	742.991	765.280
Grade Seven	638.50	775.634	798.903
Grade Eight	680.00	830.648	855.567

Hourly Full Time Employees

Classification	Current	27 July 2005	26 April 2006
Grade One	14.35	17.15	17.67
Grade Two	14.80	17.83	18.37
Grade Three	15.11	18.26	18.80
Grade Four	15.38	18.50	19.05
Grade Five	16.09	19.47	20.05
Grade Six	16.26	19.55	20.14
Grade Seven	16.80	20.41	21.02
Grade Eight	17.89	21.86	22.51

Hourly Casual Employees

Classification	Current	27 July 2005	26 April 2006
Grade One	17.87	21.36	22.01
Grade Two	18.44	22.21	22.89
Grade Three	18.83	22.75	23.42
Grade Four	19.16	23.05	23.73
Grade Five	20.04	24.25	24.98
Grade Six	20.26	24.35	25.09
Grade Seven	20.92	25.43	26.19
Grade Eight	22.28	27.23	28.04

Annexure B – Subcontractor Payment Voucher

Safe Driving Plan/Safe Driving Method Statement		
DRIVER / OPERATOR DETAILS	RATES TO BE PAID	INSURANCE DETAILS
<p>Name of Driver and address of driver</p> <p>Drivers licence number and class</p> <p>Operators licence details</p> <p>Name and Contact details of Owner of vehicle including operator licence</p> <p>Name and contact details of Customer including operator licence details</p>	<p>Provide details of rates paid</p> <p>Agreed Rate to be paid within 14 days \$ amount</p> <p>Denurage Rate applies after waiting one hour after arrival.</p> <p>Paid by the hour</p>	<p>Provide Insurance details of vehicle (Include name of insurer, amount insured, policy number and policy expiration date</p> <p>Amount Insured</p> <p>Policy number</p> <p>Policy expiry date</p>
<p>DETAILS OF TRIP</p> <p>Trip From: Kms on Speedo at time of arrival Details of local Trips completed in the last 24 hours (less than 100kms) including loading and unloading times</p> <p>Trip To: Actual arrival time</p> <p>Route to be taken Total Time taken for rest breaks</p> <p>Kms on Speedo at start of trip Receiver to sign..... Has the Driver had 2 rest breaks in the last 12 hours including one 30minute break outside the vehicle?</p> <p>Departure time Details of Trips completed over 100kms in the last 24 hours</p> <p>Estimated Arrival time Has the driver had a 6 hours continuous break in the last 24 hours?</p> <p>Sender to sign.....</p>		