

REGISTER OF CONTRACT AGREEMENTS

CONTRACT AGREEMENT NO: CA06/7

TITLE: **Star Track Express Contract Agreement 2006-2007**

I.R.C. NO: IRC6/1763

DATE APPROVED/COMMENCEMENT: 23 March 2006 / 23 March 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 2 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all contract carriers employed by Star Track Express Pty Ltd., 51 Sargents Road, Minchinbury NSW 2770, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

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

STAR TRACK EXPRESS

NEW SOUTH WALES



CONTRACT AGREEMENT

March 2006 – March 2009

SUBJECT MATTER	CLAUSE NO
Preamble	1.0
Objects	2.0
Parties to the Agreement	3.0
Duress	4.0
Date and Period of Operation	5.0
Incidence	6.0
Fair Dealing Policy	7.0
Commitment	8.0
Union Picnic Day	9.0
Rates of Remuneration	10.0
Training and Multi-Skilling	11.0
Start Times	12.0
TWU Workplace Representatives	13.0
Chain of Responsibility	14.0

Union Recognition	15.0
Payroll Deduction	16.0
Settlement of Disputes	17.0
Savings Clause	18.0
Tailgate Allowance	19.0
Deductions	20.0
Vehicle Condition	21.0
Independent Contractor Agreement	22.0
Dispute Resolution Procedure Training Leave	23.0
Execution	24.0
Subcontractor Payment Voucher	Annexure A
Independent Contractor Agreement	Annexure B
Rates (Confidential Annexure)	Annexure C

1.0 PREAMBLE

- 1.1 Star Track Express (“the Company”) is one of Australia’s leading express transport company’s providing a range of services in an extremely competitive environment. It is imperative to the Company’s very survival that all contract carriers embrace new technology and recognise that changes to work methods and practices are essential.
- 1.2 The Company clearly recognises that only by working together with all the individuals in the organisation can it achieve its objective of being the best express transport company in Australia.
- 1.3 This Agreement provides for improved productivity and greater flexibility in work practices to provide the funding for labour component increases to all contract carriers included in clause 14. It is acknowledged failure by either party to adhere to any requirement in this Agreement will undermine the success of the partnership between Star Track Express and its contract carriers. It is recognised that this is not the desire of the Company, contract carriers or the Union and it is therefore essential for our continued success that this Agreement is adhered to.

2.0 OBJECTS

The objects of this Agreement are to:

- 2.1 Enhance the productivity and efficiency of the Company’s operations;
- 2.2 Promote the training of Star Track Express contract carriers in vocational skills, safe working practices and an understanding of the benefits they enjoy under this Agreement and the Company’s "Fair Dealing Policy" (as at 3 November 2004);
- 2.3 Promote security for Star Track Express contract carriers; and
- 2.4 Provide Star Track Express contract carriers with a fair measure of income protection.

3.0 PARTIES TO THE AGREEMENT

The parties to this Agreement are as follows:

- 3.1 Star Track Express Pty Ltd of 51 Sargents Road, Minchinbury, NSW with respect to its enterprises carried on and from the following addresses (“The Company”):

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

3.2 Contract Carriers of Star Track Express Pty Ltd (whereby a “contract carrier” means any person performing a “contract of carriage” as defined by Section 309 of the *Industrial Relations Act 1996*)

3.3 Transport Workers Union of New South Wales (“TWU”).

4.0 DURESS

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

5.0 DATE AND PERIOD OF OPERATION

This agreement comes into effect on 23 March 2006 and shall remain in force until 23 March 2009. Any agreement currently in place between the Company and the Union in relation to the contract carriers as stated in Clause 3.2 shall remain in force until 23 March 2006.

The elected committee will commence discussions with the Company four (4) months prior to the expiry date of this agreement with a view to finalising a new agreement by 1 January 2009.

6.0 INCIDENCE

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

7.0 FAIR DEALING POLICY

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

- (i) Contract carrier safety: First priority;
- (ii) No retrenchment goal;
- (iii) Review pending dismissal;
- (iv) Assistance to improve performance;
- (v) Appeal against dismissal;
- (vi) Fair treatment policy;
- (vii) Fair payment policy;
- (viii) Support for the contract carrier in crisis;
- (ix) Co-operation among all members of the team;
- (x) Commitment to two-way communication;
- (xi) Commitment to skills development;
- (xii) Promotion from within;

- (xiii) Education assistance;
- (xiv) Provision of good equipment;
- (xv) Provision of a good working environment;
- (xvi) Management "Open Door" policy; and
- (xvii) Contract carrier commitment expected.

8.0 COMMITMENT

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

9.0 STAR TRACK EXPRESS PICNIC DAY

- 9.1 The benefits of this Clause shall apply to all contract carriers engaged by the Company.
- 9.2 Payment pursuant to this Clause shall be calculated by reference to the applicable rates specified in this Agreement.
- 9.3 Easter Saturday shall be recognised as the Star Track Express Picnic Day.
- 9.4 A contract carrier engaged by the Company under this Clause shall be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 9.5 A contract carrier engaged by the Company who is required to work on Easter Saturday shall, in addition to the additional day's pay required by Clause 9.4, be paid at the rate of time and one-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.

10.0 RATES OF REMUNERATION

- 10.1 The Company agrees to grant to the contract carriers an increase on their labour component (which is 55% of their hourly rate) of 3.0% from 26 April 2006, a further compounding increase of 4.0% from 28 February 2007, a further compounding increase of 4.0% from 28 February 2007, and a further compounding increase of 4.0% from 27 February 2008, a further compounding increase of 0.67% from 25 February 2009.
- 10.2 The rates paid to contract carriers shall be adjusted at the same time as the increase for the labour component falls due.
- (a) The rates will be adjusted in a method consistent with that used to adjust the *Transport Industry General Carriers Contract Determination*.
 - (b) Subject to sub clause (a) above the labour component shall be as per the appropriate rate as set out in the *Star Track Express - TWU Enterprise Bargaining Agreement November 2004 – February 2007*.
 - (c) The Company shall prepare the necessary calculations for review by the TWU no later than 1 month prior to the date that the adjustment is due.
 - (d) If at any time the rates as set out in the Determination exceed the rates as applied in this Agreement then to ensure that no carrier is disadvantaged the higher rate shall be paid to the Carriers.
 - (e) Where a contract carrier is paid rates that are greater than those as set out in this agreement, then that system shall continue to apply.
 - (f) No contract carrier shall have their remuneration reduced by reason of this agreement.
 - (g) Where there is any disagreement regarding the adjustment the dispute settlement procedure shall apply.

11.0 TRAINING AND MULTI-SKILLING

- 11.1 As the Company embraces the technological advances and industrial reform essential for its success it is required that contract carriers embrace the concepts of multi-skilling and additional training. This means that drivers may be required to learn and experience different factors of the operation and will be encouraged to embark on additional external training of approved courses at TAFE or other appropriate institutions as indicated by the Company.
- 11.2 Where costs are involved for approved external courses, and a contract carrier has applied for and been approved by the Branch Manager to embark on such a course, the Company will provide reimbursement of these costs upon successful completion of the course.
- 11.3 The Company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the contract determination and other industrial entitlements, and other services for the benefit of the contract carriers of Star Track Express.
- 11.4 The Company recognises its responsibilities to provide a safe and healthy workplace for its contract carriers and contract carriers and all other persons attending its sites and accordingly agrees to train all contract carriers covered by this Agreement in accordance with this Clause:
- (a) Upon entering this agreement the Company agrees:
 - To comply with all current Codes of Practice, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the Company's obligations under the NSW *Occupational Health and Safety Act* (2001);
 - To authorise all contract carriers elected to OH&S Committees and/or as OH&S Representatives to attend a committee training course (as per the NSW *Occupational Health and Safety Act*, 2001) as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish an OH&S Committee in all workplaces with less than 20 contract carriers or contract carriers.
 - The following with regard to "Blue Card" training:

- Each new contract carrier shall undertake a Blue Card Program, conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.
- Note: The Blue Card course is competency based. Therefore although the duration of the training course would usually be of no less than four (4) hours duration, it may be of greater or lesser duration, depending upon the actual time required by each inductee to be trained.
- The Company shall train all existing contract carriers in the Blue Card Induction Program. Such training is to occur within six months of the commencement of this Agreement (with the exception of the NSW country branches whereby such training would occur no later than 1 September 2005), and shall be conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.

▪ **The following with regard to Occupational Health and Safety training:**

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

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

11.6 During the induction phase of engagement all new contract carriers covered by this Agreement will be introduced to the relevant shift delegate.

12.0 START TIMES

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

13.0 TWU WORKPLACE REPRESENTATIVES

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

- The right to be treated fairly and to perform their role as Union Delegate or Workplace Representative without any discrimination in their employment.
- The right to formal recognition by the employer that endorsed Union Representatives to speak on behalf of Union members in the workplace.
- The right to bargain collectively on behalf of those they represent.
- The right to consultation and access to information about the workplace and the

business.

- The right to reasonable paid time to represent the interests of members to the employer and to industrial tribunals.
- The right to reasonable paid time during normal working hours to consult with Union members.
- The right to discuss Union and workplace matters with all contract carriers at the workplace. All meetings to be held after consultation and agreement with management meeting time to be as agreed.
- The right to access a telephone, facsimile, photocopying, internet, email and office supplies for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.
- The right to place Union information on a notice board in a prominent location in the workplace.
- The right to take leave to work with the Union after consultation and agreement with the Company.

TWU Workplace Representatives shall have the following responsibilities:

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

14.0 CHAIN OF RESPONSIBILITY

- (i) The chain of responsibility clause covers all work contracted out by Star Track Express.
- (ii) Star Track Express shall keep records containing details of the work it has contracted out including the name and address of the employer, person or entity to whom the work has been contracted, the date the work was contracted, a description of the work to be performed and the names and addresses of the contract carriers or contract carriers who perform the work that has been contracted. The addresses of the contract carriers, who perform the work that has been contracted, can only be provided by Star Track Express to the Transport Workers' Union if prior consent has been given by that contract carrier.
- (iii) The chain of responsibility clause will establish a two way 'tracking' system, whereby work that has been contracted out can be tracked both ways along the transport and distribution chain. Work must only be contracted out in accordance with the terms and conditions of this agreement, including the terms and conditions of this clause, and applicable legislation including:
 - (a) *NSW Transport Industry (State) Award;*
 - (b) *Transport Industry General Carriers Contract Determination; and*
 - (c) *Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW)*
- (iv) Star Track Express will take all necessary steps to ensure that for each and every line haul freight delivery task a Safe Driving Plan is completed. Copies of Safe Driving Plans will be kept electronically on the Star Track Express computer network. A paper copy will be given to the worker(s) actually performing the work.

- (v) When the person performing the work collects a load, the person performing the work and the consigner/freight forwarder/client will complete the relevant details on the Safe Driving Plan. A copy of the completed plan will stay with the consigner/freight forwarder/client. Two copies of the plan will go with the person performing the work together with one copy of the plan for the trip completed by that person immediately prior to the current trip. At arrival at the delivery point the person performing the work and the recipient will complete the details relating to the odometer reading at the time of arrival, the actual arrival time, the total time taken for rest breaks and any other trips or side trips. The Safe Driving Plan is then to be signed by the recipient who is to retain a copy. The Company must ensure that where a load requires more than one leg or more than one person performing the work, it must ensure that a Safe Driving Plan is completed for each leg or each person associated with that load. Star Track Express will amend their current Safe Driving Plan to reflect compliance with this clause.
- (vi) The records referred to in (ii), (iv) and (v) above, shall be available for inspection and copying by a person duly authorised as if it were a record permitted to be inspected and copied under Part 7 of Chapter 5 of the *Industrial Relations Act (NSW) 1996*, *Occupational Health and Safety Act (NSW) 2000* and the *Occupational Health and Safety Regulation (NSW) 2001*.
- (vii) Star Track Express will ensure that any contract or arrangement, made after the signing of this agreement, that it enters into resulting in work being performed by contract carriers or contract carriers, other than those directly engaged by the company, contains a term, breach of which is to be expressed as fundamental, prohibiting any further contracting out by the employer, entity or person to whom the work has been contracted.
- (viii) Star Track Express will provide all of its line hauliers with a copy of this clause and relevant additional information as part of its effort to ensure that such line hauliers engaged by it are capable of participating in the Safe Driving Plan outlined in (iv) and (v) above.
- (ix) Star Track Express will insist that all of its line hauliers implement a Driver Fatigue Management Program, which must be completed by 1 July 2005. Star Track Express and the Transport Workers Union will ensure that a review takes place at that time to ensure compliance with this clause.
- (x) Star Track Express commits to ongoing communication with the Transport Workers' Union in respect of all Chain of Responsibility issues and processes with a view to ensuring that Star Track Express utilises its position in the contract chain to promote safe and legal performance of its work by the employer, person or entity that it subcontracts work out to.
- (xi) For the purpose of this clause "Safe Driving Plan" means Subcontractor Payment Voucher which is Annexure A to this agreement and which forms part of this agreement.

15.0 UNION RECOGNITION

- 15.1 The Company recognises the TWU as being the sole Union that shall represent contract carriers covered by this Agreement. This representation will extend to all terms and conditions of engagement of contract carriers engaged by the Company, whether those terms and conditions are subject to this Agreement or not.
- 15.2 The Company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the Company to contract carriers electing to join or remain members of the TWU.
- 15.3 The Company agrees not to discriminate, discharge, lay-off or discipline any contract carriers for reason (or for reasons that include the reason) that the contract carriers joined, proposed to join or is a member of the TWU, signed an authorisation card or engaged in Union activity.
- 15.4 A nominee or nominees of the Union shall be given an unfettered, uninterrupted opportunity to induct into the Union all new contract carriers as required. The induction will be used to outline the value of

Union membership and to encourage the workers to join the Union. To this end the company agrees to ensure the following:

- (a) That it provides to the State Secretary of the TWU (or the Secretary's nominee) on the first day of each quarter a list of all of its contract carriers. The list will state the following:
 - the name of each contract carrier;
 - the contact address and email address of each contract carrier (this will only be provided after prior consent has been given by the said contract carrier);
 - the class of vehicle of each contract carrier;
 - the department/section/yard/group in which the contract carriers is engaged; and
 - the date the contract carrier commenced engagement with the company.
- (b) That the induction will take place at the premises relevant to the Company. The Company commits that it will not hinder any TWU induction.
- (c) That a room dedicated to the induction and appropriate for such use (such as a training room) is provided;
- (d) That at least 30 clear minutes be allowed for the induction to take place;
- (e) That contract carriers receive no less than their usual or (where they have not yet commenced work) proposed rate of pay for the duration of the induction; and
- (f) That prior to the induction there shall, at the request of the union, be posted in a prominent position accessible to all contract carriers in the workplace, a Union generated notice as to the purpose of, and any other relevant information about, the induction.

15.5 At the commencement of this Agreement, the company shall allow a one-off induction of the type and in the manner specified in 15.4, above, of all existing contract carriers, to be held in conjunction with the EBA Training specified in this agreement.

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

16.0 SETTLEMENT OF DISPUTES

16.1 The parties have agreed that the following procedure shall apply for the settlement of disputes:

- (a) The matter should first be discussed at the workplace level between contract carriers and relevant management. If a contract carrier so requests the Union delegate will be involved in such discussions;
- (b) If the matter is not settled discussions shall occur between the appropriate Union official and management;
- (c) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company;
- (d) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of New South Wales ("the Commission") which shall conciliate the matter;
- (e) Where the matter cannot be settled by conciliation, the Commission may determine the dispute by arbitration.
- (f) The parties are committed to the Commission ultimately having the capacity to determine any matter(s) in dispute (i.e. matters that have been traditionally regarded as arbitral matters or as traditionally coming within the Commission's jurisdiction). Consequently, neither party will pursue a jurisdictional objection that would have the effect of preventing this process occurring.

To the extent that it is necessary to do so, the parties are therefore committed to the Commission performing a private arbitration function if necessary on matters contained in this Agreement.

- 16.2 Whilst the above procedure is being followed the conditions existing between the parties immediately before the occurrence of the events giving rise to the industrial dispute shall remain in place or, where such conditions have changed, be restored, and work shall continue normally, except in circumstances where contract carriers have genuine concerns for their health and safety.
- 16.3 This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of engagement of contract carriers as defined in Clause 16.5
- 16.4 Management will be given the opportunity to address contract carriers directly at every stage of the settlement of disputes procedure.
- 16.5 For the purposes of this clause “contract carrier” means a contract carrier 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.

18.0 SAVINGS CLAUSE

- 18.1 In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the Commonwealth Parliament) renders inoperative or invalid any or all of the provisions of this registered agreement, the parties agree to treat the agreement and all of its provisions as subsisting independently of any legislative framework unless Clause 18.1 is deemed to be in breach of the law.

19.0 TAILGATE ALLOWANCE

- 19.1 In the even that a contract carrier is requested by a manager of the Company to use the tail lift platform fitted to the contract carrier’s vehicle, the Company agrees to remunerate the contract carrier a sum of \$10 per day or part thereof.

20.0 DEDUCTIONS

- 20.1 It is agreed that the Company will administer deductions from the contract carrier’s Recipient Created Tax Invoice. The requested amount will be transferred into an account nominated by the contract carrier and released to that contract carrier when requested.

21.0 VEHICLE CONDITION

- 21.1 It is agreed by the parties that vehicles should be replaced at ten (10) years for trucks and six (6) years for Air Courier Vans. All vehicles subject for replacement will be inspected by an independent committee.
- 21.2 This committee as outlined in 21.1 will consist of two (2) contract carrier representatives and two (2) management representatives. The committee will inspect the said vehicle and between them agree on whether the said vehicle should be replaced or repaired.
- 21.3 The contract carrier who owns the said vehicle will abide by the decision of the committee and take the appropriate action as directed by the committee within six (6) months of the committee’s decision.
- 21.4 Any vehicle that is reported to be in a less than satisfactory condition within the specified times, will be subject to a review by the same committee. This committee will then agree on a course of events for rectification i.e. repair, paint or in extreme cases replacement.
- 21.5 When a vehicle is being replaced the Company must make any repairs to the vehicle caused by the Company in the shortest possible time frame i.e. 14 days.

22.0 INDEPENDENT CONTRACTOR AGREEMENT

22.1 Attached as Annexure B is the Independent Contractor Agreement which forms part of this Agreement. If there is any inconsistency between Annexure B and clauses in the body of this Agreement, the clauses in the body of this Agreement shall prevail.

23.0 DISPUTE RESOLUTION PROCEDURE TRAINING LEAVE

23.1 Eligible contract carrier representatives shall be entitled to, and the Company will grant, up to a maximum pool of 6 weeks per annum of paid training leave to attend courses, education and training which is directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and the relevant industrial legislation. This entitlement includes leave to attend “Certificate 4 in Workplace Training and Assessing” as set out in Clause 5 below.

23.2 A contract carrier representative or the Union shall, in advance, consult and reach agreement with the Company as to the timing and duration of the leave to be taken. Without limiting the foregoing, a contract carrier representative or the Union shall give the Company at least five working days’ notice of the contract carrier representative’s intention to attend such training and the leave to be taken, or such shorter period as the Company may agree to accept.

23.3 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.

23.4 Without limiting the generality of courses that may qualify for purposes of this Clause, training directed at the enhancement of the operation of the dispute resolution procedures includes a course relating to that subject matter which is a course:

- (a) agreed between the Company and the Union and/or contract carrier; or
- (b) directed toward new contract carriers about the operation of the dispute resolution procedure at the time that they commence their engagement with the Company.

23.5 In order to meet the objectives of this Clause, all new contract carrier representatives are to be trained to “Certificate 4 in Workplace Training and Assessing” trainer standard within three months of their initial appointment as a contract carrier representative.

23.6 For the purposes of this Clause, an eligible contract carrier representative is a delegate or co-delegate, or a contract carrier elected by a majority of the Company’s contract carriers for the purpose of representing those contract carriers in the dispute resolution procedure.

23.7 Any disputes concerning the operation of this Clause, including the granting of leave and any alleged operational difficulties, shall be addressed in accordance with the dispute resolution procedure under this Agreement.

24.0 EXECUTION

Signed for and on behalf of the Company:

(Signature)

(Witness)

(Name)

(Date)

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

(Signature)

(Witness)

(Name)

(Date)

ANNEXURE A – SUBCONTRACTOR PAYMENT VOUCHER

Annexure B -Independent Contractor Agreement

This agreement is between

Star Track Express Pty Limited (ACN 001 227 890) of Level 3, Building 1, Pymble Corporate Centre, 20 Bridge Street, Pymble, NSW (*Star Track*),
The party named in Item 1 of the Schedule (the *Sub Contractor*), and
The party named in Item 2 of the Schedule (*You*).

The terms of this agreement are as set out below:

Commencement

This agreement sets out the terms on which the Sub Contractor will perform pick up and delivery services (the *Services*) for Star Track.

This agreement will commence on the date set out in Item 3 of the Schedule, and will replace any previous contract between any of the parties.

Payment

Star Track will pay the Sub Contractor the rate set out in Item 4 of the Schedule (which is exclusive of GST) (the *Agreed Rate*) for Services performed by the Sub Contractor.

55% of the Agreed Rate represents a labour component, and 45% represents an equipment component. Consistent with previous practice, Star Track will increase the labour component from time to time in accordance with the schedule of increases negotiated with the Transport Workers' Union.

Star Track's weekly invoice cycle is from Wednesday to Tuesday. Invoices are processed on Wednesday and Star Track will remit to the Sub Contractor payment for Services performed in the

previous week on the Thursday (that is within two days), and will give the Sub Contractor a recipient created tax invoice.

What You and the Sub Contractor must do

You are the person who will usually be involved in performing, or facilitating the performance of, the Services for the Sub-Contractor.

With prior agreement from Star Track, the Sub Contractor may engage another person or persons to perform the Services (a *Driver*). You and each Driver involved in performing the Services are required to be fully trained in standard operating procedures for the delivery of Star Track Express freight, in the use of all relevant equipment and in occupational health and safety. The standards required of Star Track employees are set out in the Star Track Employee Handbook, Driver's Manual and Safety Manual (the *Manuals* (a copy of which are attached)). You and each Driver are required to uphold the same standards in your role as a contractor to Star Track, including, without limitation, standards of presentation and customer service, delivery procedures and safety.

The Sub Contractor must:

- provide one vehicle of the standard and capacity specified in Item 5 of the Schedule for the provision of the Services (the *Vehicle*);
- keep the Vehicle registered, roadworthy, clean and tidy;
- permit Star Track's representatives to inspect the Vehicle to ensure they comply with its requirements and policies;

- **VEHICLE CONDITION**

Whilst it is agreed that vehicles should be replaced at 10 years for trucks (new vehicles from date of purchase) and 6 years for Air Courier Vans (new vehicles from date of purchase), the parties agree that all vehicles subject for replacement will be inspected by an independent committee.

This committee will consist of 2 sub-contractor representatives and 2 management representatives. The committee will inspect the said vehicle and between them agree on whether the vehicle should be replaced or repaired.

The subcontractor whose vehicle it is will abide by the decision of the committee and take the appropriate action within the 6 month notice period.

Any vehicle that is reported to be in a less than satisfactory condition within the specified times, will be subject to a review by the same committee. This committee will then agree on a course of events for rectification, i.e. repair, paint or in extreme cases replacement.

When a vehicle is being replaced the company must make any repairs to the vehicle caused by the company in the shortest possible time frame i.e. 14 days

The Sub Contractor must not:

- replace any of the Vehicles without the prior written permission of the Director of Branch Operations of Star Track;
- permit Star Track signage to be installed on the Vehicles;
- engage You and/or any Drivers involved in performing the Services;
- provide each Driver with the remuneration and benefits at least at the prevailing EBA rate for that truck and depot;
- provide each Driver with all necessary personal safety equipment and clothing;
- ensure that the Driver comply with all of Star Track's policies, as set out in the Manuals;
- ensure that the Driver is appropriately licensed, and are competent to drive the Vehicle they are required to drive;
- obtain and hold current all licenses, insurances and permits set out in Item 6 of the Schedule, or as required by law to perform the Services;
- provide documents if requested by Star Track to establish that the Sub Contractor has the necessary licenses, insurances and permits;
- bear the commercial risk of operating its business;
- be responsible for all costs associated with the Vehicle, including, without limitation, registration, fuel, maintenance, insurance and any other governmental charges; and

You, the Sub Contractor and each Driver must:

- perform the Services with due skill and care to the standards set out in the Manuals;
- perform the Services in an acceptable manner;
- comply with any directions issued by Star Track;
- inform Star Track if any of you become unable for any reason to perform the Services;
- inform Star Track if any of the licenses, insurances or permits required under this agreement are suspended, withdrawn or cancelled;
- not, either during this agreement or after its termination, disclose or use, other than in performance of the Services, or as required by law, any of the terms of this agreement or any information relating to the business, affairs or customers of Star Track, which information is not available in the public domain; and
- not transfer their rights or obligations under this agreement to another party, except as expressly permitted by this agreement.

What Star Track must do

Star Track will provide to the Sub Contractor one of each of the following items for each Vehicle used by the Sub Contractor in providing the Services:

- complete driver's uniform package (as described in the Driver's Manual);
- two-way radio;
- mobile data terminal;
- hand scanner, cradle and holster;
- Star Track Express decals (to be fitted to, and removed from, the Sub Contractor's Vehicle at Star Track's expense);
- Stationery and forms required to carry out the duties of the role; and
- Training to meet the specific requirements of Star Track's performance standards.

This equipment remains the property of Star Track and must be returned to Star Track in the same condition (except for fair wear and tear) on the termination of this agreement. If any of this equipment is damaged due to negligence or wilful damage whilst it is in the control of the Sub Contractor, any of the Drivers or You, then the Sub Contractor or You will pay the cost of repairing or replacing the equipment.

Independent contractor, not employee

Star Track engages the Sub Contractor as an independent contractor. Neither the Sub Contractor, You nor any Driver is an employee, agent, partner or trustee of Star Track.

Neither You, the Sub Contractor nor any Driver are entitled to receive from Star Track any benefits which the employees of Star Track have received, or may be entitled to receive, including (without limitation):

- sick, annual, parental or long service leave;
- superannuation guarantee contributions;
- workers compensation insurance coverage; or
- public liability, motor vehicle or life insurance.

You, the Sub Contractor or any Driver must not seek to incur any liability on behalf of Star Track or seek to make any contract binding on Star Track.

If, contrary to the parties' intentions, You or any Driver is found or deemed by a court to be an employee of Star Track, You and the Sub Contractor will each indemnify and keep indemnified Star Track in respect of any additional tax, levy or other impost (including any fines, penalties and interest) that may be payable as a result of the non-payment or late payment of such tax, levy or other impost.

Freedom to do other work

The Sub Contractor and You may engage in any other work during this agreement provided that such work does not prevent or hinder the performance of the Services.

The Sub Contractor, You or any Driver must not use the Vehicle other than for the delivery of parcels or reasonable ancillary use without the prior consent of Star Track.

Indemnity

You and the Sub Contractor indemnify Star Track from and against all claims, actions, losses (including consequential losses), liability, damage or expenses incurred or sustained by Star Track arising from:

- any breach of Your or the Sub Contractor's obligations under this agreement; or
- any negligent or wilful act or omission by You, the Sub Contractor or any of the Drivers.

Termination

Star Track may, at any time, terminate this agreement with immediate effect if any of the following events occur:

- either You or the Sub Contractor fail to perform the Services at all, or in a competent, professional or an acceptable manner; or
- either You or the Sub Contractor breach a material provision of this agreement.

You, the Sub Contractor may, at any time, terminate this agreement for any reason by giving 30 days' notice in writing to Star Track.

Legal

Neither You nor the Sub Contractor have paid any goodwill to Star Track, or to any third party, to enter into this agreement. You and the Sub Contractor agree that any goodwill accruing as a consequence of having performed the Services belongs to Star Track.

Neither You nor the Sub-contractor have any claim over any run or territory, nor are you guaranteed a minimum number of hours work.

The parties acknowledge that they have been provided with an opportunity to seek independent legal advice before entering into this agreement.

You and the Sub Contractor agree that the dispute resolution procedure set out in the EBA and the Fair Dealing Policy will be followed before taking any other step to resolve any dispute with Star Track.

This agreement (including the Manuals) contains the entire agreement between the parties with respect to its subject matter. This agreement may be varied only by further written agreement executed by the parties.

The Sub Contractor agrees that the remuneration payable to it under this agreement is intended to offset and satisfy any obligations arising under an enterprise bargaining agreement, award or contract determination to pay compensation or to provide any other benefit.

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

This agreement is governed by the laws of the State in which You are based. The parties submit to the exclusive jurisdiction of courts exercising jurisdiction there.

Signed by You in the presence of:

Witness Signature

Print Name

Signature

Executed by the Sub Contractor:

Director Signature

Print Name

Director/Secretary Signature

Print Name

**Executed by Star Track Express Pty Limited
(ACN 001 227 890):**

Director Signature

Print Name

Director/Secretary Signature

Print Name

The Schedule

Item 1 Sub Contractor	Registered Company Name: ABN: Address: Principal Director:
Item 2 You	Name: Address: Driver's licence number:
Item 3 Commencement date of this agreement	5 October 2005
Item 4 Agreed Rate	\$
Item 5 Vehicle specifications	Make: Model: Capacity: Year of Manufacture:
Item 6 Licences, Permits and Insurances, and Letters of Assurance, including but not limited to:	Company registration; Public liability insurance to a minimum value of \$10 million; Third party property insurance for each Vehicle; Workers' compensation or equivalent cover for You and each Driver; Vehicle roadworthiness certificate for each Vehicle; Driver's licence for each Driver; Superannuation; Payroll tax;