

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA19/04

TITLE: Star Track Express and TWU New South Wales (Contract Carriers) Contract Agreement

CASE NO: 2019/302639

DATE APPROVED/COMMENCED: 11 October 2019/10 October 2022

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 25 October 2019

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all contract carriers performing a contract of carriage, contracted to Star Track Express Pty Limited to perform the current activities of the business within the metropolitan area of New South Wales (ST Carriers).

PARTIES:

Star Track Express Pty Limited & Transport Workers' Union of New South Wales

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Transport Workers' Union of New South Wales

And

Star Track Express Pty Limited

Contract Agreement 2019

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PART A FORMAL MATTERS AND COMPANY OBLIGATIONS

1. Title

This agreement shall be known as the "Star Track Express and TWU New South Wales (Contract Carriers) Contract Agreement"

2. Parties

The parties to this Agreement are:

- (i) Transport Workers' Union of New South Wales (TWU); and
- (ii) Star Track Express Pty Ltd ACN 001 227 890 (StarTrack or Company).

3. Definitions

In this Agreement:

"Act" means the *Industrial Relations Act 1996*, as amended

"Agreement" means this agreement, StarTrack Express and TWU New South Wales (Contract Carriers) Contract Agreement 2019

"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

"Carrying Capacity" in relation to a vehicle means the mass of the maximum load which the vehicle may legally carry in accordance with the provisions of the relevant statutory and regulatory instruments applicable in the New South Wales

"Contract Time" means the time from the commencement of the first contract of carriage of the day until the time of the completion of the final contract of carriage of the day

"Commission" means the Industrial Relations Commission of New South Wales

"Company" means Star Track Express Pty Limited ACN 011 227 890

"Contract Carrier" means any contractor performing a contract of carriage, as defined by section 309 of the *Industrial Relations Act 1996*, contracted to Star Track Express Pty Limited to perform the current activities of the business within the metropolitan area of NSW (or such other area as agreed)

"Determination" means the *Transport Industry - General Carriers Contract Determination 2017* as amended from time to time

"Dispute" means any grievance that pertains to the engagement of the Contract Carrier/s including any dispute between the parties to this agreement

"Parties" means Star Track Express Pty Limited ACN 001 227 890 and the Transport Workers' Union of New South Wales

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

"Work" means any matter pertaining to the engagement of the contract carrier/s.

In this agreement:

- (a) Words importing the singular shall include the plural; and
- (b) Words importing the masculine gender shall include the female gender.

4. Operation

- (i) Application of Agreement
 - (a) This agreement shall come into effect on the date upon which it is approved by the Commission and shall have a nominal term of three years;
 - (b) This Agreement rescinds and replaces all previous agreements. The parties agree to commence negotiations for a future agreement six months before the expiry date of this Agreement;
 - (c) The Agreement is to be read in conjunction with the Determination. Should any inconsistency arise between the Agreement and the Determination then the Agreement shall prevail to the extent of the inconsistency;
 - (d) The Schedule that was filed with the Commission as part of the approval proceedings for this Agreement titled "Calculation of fees" is included in, and forms part of, this Agreement.

5. Obligations of the Company

The Company shall ensure the following:

- (i) That the Contract Carriers engaged under the Terms of this agreement will be fully utilised before other carriers are engaged.
- (ii) The Company commits to roster contracts of carriage in a transparent manner that provides for work to be allocated in a fair and equitable manner.

PART B RATES, RISE and FALL

6. A. Rates of remuneration

- (i) The rates of remuneration shall be as provided in Schedule 1 – Calculation of Fees.
- (ii) The remuneration paid to a Contract Carrier pursuant to this Agreement shall be in full and final satisfaction of any amounts payable to the Contract Carrier under the Determination.
- (iii) The labour component will follow the same percentage pay rise and will be implemented at the same time as the *StarTrack – Transport Workers Union Enterprise Agreement NSW/ACT 2018* or any subsequent enterprise agreement that replaces that agreement.

B. Rise and Fall

- (i) The rates of remuneration, once established, shall be varied as detailed within Schedule 1.

- (ii) If the parties are unable to agree on the application of the rise and fall then the dispute shall be managed in accordance with the dispute procedure contained in this Agreement.

C. Alternative Payment Arrangements

- (i) For the purposes of this clause, Eligible Contract Carrier means a Contract Carrier engaged to perform Services in the Road Express business, who commenced after 22 October 2018.
- (ii) StarTrack may elect to remunerate an Eligible Contract Carrier by way of an incentive payment scheme in lieu of the payment model contained in clause 6(A) and (B).
- (iii) Any incentive payment implemented pursuant to this clause must comply with the following requirements:
 - (a) At the end of each 28 day period, a reconciliation will be undertaken whereby the Contract Carrier's actual earnings over the 28 day period (Incentive Earnings) will be assessed against the amount the Contract Carrier would have received under the hourly rate model contained in Schedule 1 (Deemed Hourly Rate Earnings) over the 28 day period;
 - (b) Where the Contract Carrier's Deemed Hourly Rate Earnings exceed the Incentive Earnings for that 28 day period, StarTrack will provide a top-up payment to the Contract Carrier representing the difference between the two amounts;
 - (c) The top up payment must be made to the contractor within seven business days following the conclusion of each 28 day period.
- (iv) For the purposes of this clause, Deemed Hourly Rate Earnings for a day within the 28 day period will be based upon the minimum contracted hours per day as contained in the Contract Carrier's individual contract, or the actual hours that Services have been provided by the Contract Carrier on that day, whichever is greater. However, where the Contract Carrier and StarTrack have mutually agreed that the Contract Carrier will provide Services for a period that is less than the minimum contracted hours on a particular day, then the Deemed Hourly Rate Earnings for that day will be calculated based upon the hours actually worked.
- (v) The parties acknowledge that the ongoing viability and success of any incentive payment scheme is subject to a number of variables including (but not limited to) StarTrack's ability to provide adequate run density and volumes and the need to respond to changing customer requirements. As such, the parties agree that:
 - (a) The application of any incentive payment scheme may be subject to change to ensure that the objectives of the scheme continue to be met;
 - (b) StarTrack reserves the right to review the application of the scheme once every three months;
 - (c) Following each review, if StarTrack proposes to vary the incentive scheme or the application of the scheme, StarTrack will consult with the TWU and Contract Carriers who would be impacted by any proposed changes. Consultation for the purposes of this clause will include the exchange of relevant information supporting the reasons for any proposed variation.
- (vi) The application of this clause to any Contract Carrier who is not an Eligible Contract Carrier will be subject to further discussions and agreement between StarTrack and the TWU.

PART C TWU RECOGNITION

7. TWU Recognition, Induction and TWU Delegates' Rights

A. TWU Recognition

- (i) The Company recognises the TWU as being the sole union that shall represent Contract Carriers. 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.
- (ii) 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.
- (iii) The Company will comply with section 210 of the Act.

B. Induction

- (i) A nominee or nominees of the TWU shall be given a reasonable opportunity to recruit all Contract Carriers into the TWU. The recruitment shall involve an induction which will be used to outline the value of TWU membership and to encourage the Contract Carriers to join the TWU. To this end the Company agrees to ensure the following:
 - (a) that the induction will take place on the site at which the work is to be performed;
 - (b) that a space is provided for the induction and is appropriate for such use (such as a training room);
 - (c) that 30 clear minutes be allowed for the induction to take place;
 - (d) 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
 - (e) that prior to the induction there shall, at the request of the TWU, be posted in a prominent position accessible to all Contract Carriers in the workplace, a TWU generated and authorised notice as to the purpose of, and any other relevant information about, the induction.

C. TWU Delegates' Rights

A TWU Delegate, as the workplace representative, shall:

- (i) be treated fairly and perform their role as TWU Delegate without any discrimination in the workplace;
- (ii) be recognised by the Company as the endorsed representative to represent TWU members in the workplace;
- (iii) bargain collectively on behalf of those Contract Carriers they represent;
- (iv) have access to new Contract Carriers to explain the benefits of TWU membership;
- (v) respect the right of association of an individual Contract Carrier.
- (vi) have reasonable access to the following Company resources for the purpose of carrying out his/her TWU Delegate's duties: Landline telephone, facsimile, photocopying and noticeboards
- (vii) be paid to:

- (a) represent the interests of TWU members to the Company and industrial tribunals;
 - (b) consult with TWU members during normal working hours;
 - (c) attend accredited TWU education and training, by agreement with the Company.
- (viii) In recognition of the Company's support, the Company expects the TWU Delegate to:
- (d) encourage members of the TWU to comply with the Determination, contract agreement and this Agreement;
 - (e) encourage members of the TWU to comply with workplace health and safety rules at all times and with all other company policies, including but not limited to, Workplace Bullying and Harassment policies.
 - (f) encourage members of the TWU to follow the Settlement of Disputes procedures at all times;

8. Settlement of Disputes

- (i) The parties agree that the following settlement of disputes procedure shall apply to all workplace disputes:
 - (a) The matter should first be discussed at the workplace level between the Contract Carrier and the relevant management and where requested, a TWU Delegate;
 - (b) If the matter is not settled, discussions shall occur between the Contract Carrier, TWU Delegate 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. At each discussion, other Company and TWU representatives may be in attendance as required.
 - (d) If the matter is still not settled, it may be submitted by one of the Parties to the Commission which may conciliate the matter.
 - (e) Where there is no likelihood that within a reasonable period that conciliation or further conciliation will result in agreement the Commission shall arbitrate the matter. The Commission shall arbitrate the matter at the request of either party. In arbitrating the matter the Commission shall make a decision and or otherwise determine the rights and obligations of the parties. The arbitrated outcome will be binding on the Parties.
 - (f) In arbitrating a matter the Commission will direct the parties about the general conduct of the proceedings including the submission and production of evidence which may be relied upon by the parties.
- (ii) The above steps do not preclude reference of a dispute to the Commission at any stage of this procedure if one of the Parties believes it necessary. In these circumstances, the Commission will retain its discretion to refer the Parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the Parties attempt to resolve any matter work will continue pursuant to the status quo in place immediately prior to the dispute arising; subject to a Contract Carrier's rights regarding health and safety issues in accordance with the Act.
- (iv) The procedures and obligations contained herein will be equally binding on the Parties to this Agreement. The decisions of the Commission will be accepted and adhered to by all the Parties subject to their appeal rights under the Act.

PART D SAFETY, TRAINING AND CONSULTATION

9. Compliance with Road Transport Laws

- (i) The Company and the Contract Carrier shall comply with the requirements of laws and regulations relating to the road transport industry.
- (ii) The Company shall comply with the requirements of workplace health and safety legislation.
- (iii) The Company agrees to consult with Contract Carrier TWU delegate and Contract Carriers generally in regard to (i) and (ii) and in regard to occupational health and safety concerns generally.

10. Training

- (i) The Company commits to the training of Contract Carriers. As a minimum, such training will include:
 - (a) Induction, including site and job function;
 - (b) Work health and safety;
 - (c) Industrial rights and obligations, including the operations of this Agreement and the Determination;
 - (d) Legal compliance;
 - (e) Fatigue management.
- (ii) Where the Company requires particular training to be undertaken by Contract Carriers, the Company will conduct the training at its own expense.
- (iii) The parties have agreed that StarTrack will extend Blue Card training to include Contract Carriers, on the following conditions:
 - (a) all training is to be undertaken on site at a Company facility, at a time determined by the Company to ensure minimal disruption to customers and operations;
 - (b) the Company will bear the cost of any training;
 - (c) Contract Carriers will be paid for attendance at the Blue Card training, up to a maximum of four (4) hours pay; and
 - (d) the payment referenced in the previous sub clause will be inclusive of the labour and fixed cost components of the Contract Carriers rolled up hourly rate of pay, but will be exclusive of fuel and maintenance costs.
- (iv) The Company commits to the following additional training, where not already covered by the training set out earlier in this clause:
 - (a) Compliance training on obligations under the *Work Health and Safety Act 2011*, including all current Codes of Practice, Regulations, Work Safe Australia documentation and approved and recognised industry standards as a minimum requirement.
 - (b) Authorise all Contract Carriers as HSR Representatives to attend a committee training course (as per the *Work Health and Safety Act 2011*) as soon as practicable.

11. TWU Training Days

- (i) The Company shall permit elected TWU Delegates to attend the TWU delegates' conference and up to 2 weeks plus HSR training where applicable per year. Delegates who attend a TWU Training Day shall be paid at their average gross remuneration for all hours in attendance at training.

- (ii) Should the Delegate be required to attend work before or after attending the training, the Delegate shall also receive payment for time reasonably spent travelling between the training location and the workplace together with any additional hours worked.
- (iii) The Company requires, from the TWU, at least 48 hours written notice for TWU Delegates to attend TWU Training Days.
- (iv) Notice referred to in (iii) of this sub-clause shall include the expected duration of the TWU Delegate's absence from the workplace, purpose of the training, date, time and location of the training.
- (v) The company will not unreasonably reject requests for training days greater than 2 weeks on an ad hoc basis.
- (vi) The TWU agrees not to schedule any form of training during the period 1 October and 31 December each year.

12. Major Change

The Company commits to the following process in the instance of major change to the business:

- (i) Where the Company believes major changes to its business may be imminent and where those changes will have significant effects on Contract Carriers, the Company will consult the TWU and those Contract Carriers prior to the Company implementing the changes.
- (ii) "Significant effects", referred to in sub-clause (i) of this clause, means major changes in the composition, operation and engagement of the Company's workforce covered by this Agreement.
- (iii) The Company will discuss the introduction of changes referred to in sub-clause (i) of this clause, the effects the changes are likely to have on the Contract Carriers and any measures to avert or mitigate the effects of such changes on the Contract Carriers with the TWU.
- (iv) The Company will give consideration to matters raised by these Contract Carriers and/or the TWU in relation to the changes, prior to implementation of the changes.

13. Consultative Committee

- (i) The parties agree to establish a Consultative Committee that shall be made up of representatives from the Company and Contract Carriers. The Committee shall comprise of senior management representative/s and at least 2 Contract Carriers elected by the Contract Carriers. The Committee shall meet at least once a month at a set date and time and shall discuss issues that include but are not limited to the following:
 - (a) Measure to improve efficiency and productivity
 - (b) Fairness and transparency in the rostering of work
 - (c) Industrial concerns and grievances
 - (d) Work health, safety and welfare concerns and measures to improve the work health, safety and welfare concerns.

14. Productivity Improvements

- (i) The Parties are committed to implementing measures to enhance the productivity and efficiency of StarTrack's operations.
- (ii) The Parties recognise that the use of new technologies by StarTrack can assist to:
 - (a) enhance safety and welfare at work;

- (b) enhance the safety and welfare of members of the public;
 - (c) comply with legislative obligations, including WHS law obligations;
 - (d) enhance the efficiency and profitability of StarTrack's business; and
 - (e) establish a point of differentiation with StarTrack's competitors.
- (iii) The Parties also recognise that the establishment of new fleet structures can assist to improve the competitiveness of StarTrack's operations.
 - (iv) The TWU will support and/or not unreasonably object to the establishment of new fleet structures by StarTrack (for example, to focus on the home delivery and online shopping delivery market), provided that StarTrack consults with the TWU about any proposed new fleet structure.

PART E MISCELLANEOUS

15. Anti - Discrimination, Bullying & Harassment

- (i) It is the intention of the Parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the Parties to make application to vary any provision of this Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a Contract Carrier because the Contract Carrier has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

16. Superannuation and Workers Compensation

Contract Carriers are responsible for compliance in relation to Superannuation and Workers Compensation.

17. Picnic Day

- (i) All Contract Carriers will be eligible for the payment of an annual picnic day.
- (ii) The payment for this day will be at the rate of 8 hours at the relevant hourly labour rate.
- (iii) Such payment will be made in the pay week in which Easter Saturday falls.

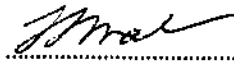
18. No Extra Claims

- (i) It is a condition of this Agreement that the TWU on behalf of itself, officers and members shall not make or pursue any extra claims during the operation of this Agreement.

PART F EXECUTION

Signatories

SIGNED for and on behalf of StarTrack


 23, 9, 19, date

PRINT NAME HARLIS MALINA

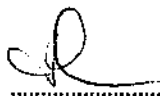
In the presence of 

PRINT NAME PHILIPPA CAELLI

SIGNED by Richard Olsen, State Secretary for and on behalf of the Transport Workers 'Union of Australia, NSW Branch.

 10, 9, 19, date

PRINT NAME RICHARD OLSEN

In the presence of 

PRINT NAME LOUISE DE PLATER