

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/43

**TITLE: Star Track Express Sydney Branch Enterprise Bargaining Agreement
November 2002 - November 2005**

I.R.C. NO: IRC3/6222

DATE APPROVED/COMMENCEMENT: 16 December 2003/30 October 2002

TERM: 2 November 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Multigroup Distribution Services Pty. Limited t/as Star Track Express with respect to its enterprises located at: 63 Britton St, Smithfield nsw 2164; Unit 3, 1-3 Burrows Rd, St Peters NSW 2044; 51 Sargents Rd, Minchinbury NSW 2770; and Unit 1, 204 Walters Rd, Arndell Park NSW 2148. It covers employees within the classifications of Driver, Team Leader and Freight Handler who fall within the coverage of the Transport Industry (State) Award

PARTIES: Multigroup Distribution Services Pty Ltd t/as Star Track Express -&- the Transport Workers' Union of New South Wales

STAR TRACK EXPRESS SYDNEY BRANCH ENTERPRISE BARGAINING AGREEMENT NOVEMBER 2002 - NOVEMBER 2004

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MULTIGROUP DISTRIBUTION SERVICES PTY. LIMITED ENTERPRISE BARGAINING AGREEMENT

3.0 Preamble

Multigroup Distribution Services Pty. Limited trading as Star Track Express is Australia's largest independent express transport company providing a range of services in an extremely competitive environment. It is imperative to the company's very survival that all employees embrace new technology and recognise that changes to work methods and practices are essential.

The company 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.

This agreement provides for improved productivity and greater flexibility in employment practices to provide the funding for wage increases to all employees included in clause 15.0. It is acknowledged that 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 employees. It is recognised that this is not the desire of the company, employees or the Union and it is therefore essential for our continued success that this agreement is adhered to.

4.0 Objects

The objects of this agreement are to:

Enhance the productivity and efficiency of the company's operations

Promote the training of Star Track Express employees in vocational skills, safe working practices and an understanding of the benefits they enjoy under this Enterprise Bargain Agreement and the company's "Fair Dealing Policy".

Promote job security for Star Track Express employees, and through the policies of "promotion from within", study assistance and career development provide access to more varied, fulfilling and better paid jobs.

Provide Star Track Express employees with a just measure of income and entitlements protection.

5.0 Parties to the Agreement

The parties to this Agreement are as follows:-

5.1 Multigroup Distribution Services Pty. Limited trading as Star Track Express ("The Employer") with respect to its enterprises carried on and from the following addresses :-

63 Britton Street, Smithfield, NSW, 2164

Unit 3, 1-3 Burrows Road, St Peters, NSW, 2044

51 Sargents Road, Minchinbury, NSW, 2770

Unit 1, 204 Walters Road, Arndell Park, NSW, 2148; and

5.2 Employees of Multigroup Distribution Services Pty. Limited within the occupations of driver, team leader and freight handler, specified in the Transport Industry (State) Award.

5.3 Transport Workers' Union of New South Wales.

The Agreement shall apply only to those employees in the occupations identified, employed at the above locations.

6.0 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.

7.0 Date and Period of Operation

This agreement comes into effect on 30 October 2002 and shall remain in force until 2 November 2004. Any Agreement currently in place between the company and the TWU shall remain in force until 2 November 2004.

The elected committee will commence meeting 3 months prior to the expiry date of this agreement with a view to finalising the new agreement.

8.0 Incidence

This Agreement shall partially regulate the terms and conditions of employment previously regulated by The Transport Industry (State) Award. Apart from the clauses specified in this Agreement all other clauses of the Transport Industry (State) Award and subsequent awards, including the Disputes Procedure, shall apply.

9.0 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) Employee 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 employee 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.
- (xvii) Employee commitment expected.

10.0 Commitment

10.1 Although the spread of hours specified in the Transport Industry (State) Award may change from time to time the company undertakes that employees will be paid according to the spread of hours prevailing at the time they join the company. This undertaking will be reviewed during the March quarter of each year, and may be altered after consultation with the Union and employees in circumstances of urgent need to reduce operating costs. Such alteration will ensure that employees are not disadvantaged when compared to the Parent Award.

10.2 The company shall ensure that all road transport companies engaged through New South Wales/Australian Capital Territory shall:

Pay the appropriate rates of remuneration as set out in the relevant awards.

Abide by the Chain of Responsibility (Clause 27.0)

Implement a Safe Driving Plan system.

Train all employees/contractors to "Blue Card" Level 1.

- 10.3 In the unlikely event that a labour hire firm is used, the Company will only engage a labour hire company that is willing to pay at least the same rates as those contained within this Enterprise Agreement.
- 10.4 The occupational health and safety of employees is the Company's highest priority as outlined in the Fair Dealing Policy. The Company will continue to encourage and support training for employees in all areas of OHS. All new employees will undergo an Induction Program to ensure they are properly trained in OHS practices necessary for safe work on Company sites.
- 10.5 Deleted
- 10.6 In relation to any matter in respect of which this agreement does not make provision, the terms of the Award shall apply.
- 10.7 The rates prescribed in Clause 15.3 of this Agreement are to apply instead of the Award rate for the purposes of calculating all employee entitlements including (but not limited to) ordinary time, overtime, any form of leave and redundancy.
- 10.8 All employees (permanents and casuals) engaged from the commencement of this agreement shall be paid according to the spread of hours contained in the award prevailing at the time they commence employment.
- 10.9 At the commencement of the new EBA all employees will attend an awareness session on the content of the new agreement. This session is to be run by representatives of management, a committee member and a TWU organiser.

11.0 Income Protection Plan

All employees covered by this agreement shall be covered by an approved Sickness and Accident Income Protection Plan.

During the life of the agreement the contribution of gross weekly earnings per employee will be capped at 1.48%.

12.0 Deleted

13.0 Rostered Days Off

- 13.1 In addition to the provisions contained in clause '8' of the Transport Industry (State) Award accumulated Rostered Days Off may be paid out at the request of an employee and by agreement with the company.
- 13.2 Penalty rates will not apply for normal hours worked on each 20th consecutive day of work if it is requested that accumulated RDOs be paid out rather than be taken as paid leave. Penalty rates will apply to hours worked outside the normal spread of hours.
- 13.3 RDO rosters will be compiled three months in advance for driver teams and twelve months in advance for freight handling teams. To assist planning employees shall advise the company at the beginning of the year of their election to either take or accumulate RDOs. The maximum number of days that may be accrued for pay out by the end of the calendar year is ten. The maximum number of days that may be accrued and taken as leave shall be five. RDOs shall be paid out at any time upon application with seven days notice.

The Company reserves the right to revise the roster plan under exceptional circumstances after consultation with the affected employees (for example in periods of high levels of sick leave due to flu epidemic).

- 13.4 In the high volume months of October to December and Easter, RDOs will generally not be granted.

14.0 Leave Entitlements

14.1 As a rule, annual leave will not be granted in the high volume months of October, November, December and April unless there are exceptional circumstances. In these instances as much notice as possible is to be provided and applications will be assessed by the relevant Divisional Manager and submitted to the Operations Manager for approval in line with the agreed manning level roster.

14.2 Parental (Maternity/Paternity/Adoption) and Carer's Leave - Refer to Award

In addition to award provisions for parental and carer's leave, in circumstances of special need an employee may apply for further assistance under the company's Fair Dealing Policy.

14.3 State Emergency Services and Volunteer Bush Fire Brigade Leave

The company will fully support any employee who is a member of these services and is requested to participate in an emergency situation. The employee will be paid his/her average daily earnings from previous full weeks earnings. Employees to provide proof of any such activity prior to payment.

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

14.4 Blood Donor Leave

Star Track Express will contact the Mobile Blood Bank to visit our sites (where practical) on a quarterly basis and encourage all employees to give blood.

15. Rates of Pay (Wage Increases)

The company agrees to grant to the Employees an increase on their present base wage in an amount of 5.0% from 30 October 2002 payable in the first full pay period of November 2002 and 5.0% from 29th October, 2003 payable in the first full pay period of November, 2003.

This represents an increase upon the Employee's present wage rates, which are equal to or greater than those in the Transport Industry (State) Award. This increase shall however, be subject to the following matters:-

15.1 Any Award increased during the said period shall be absorbed within the proposed increases, save where within such period the Award increase shall be in excess of the EBA rate, in which case such excess will be passed onto the Employees.

15.2 The Union shall not make or pursue any extra wage or other claims, with the exception of clause 28.0 Service Fee, during the life of this agreement

15.3 Table of rates of pay, for the duration of the agreement.

PERMANENT (38 HOUR WEEK)			
GRADE	CURRENT	30-Oct-02	29-Oct-03
1	546.763	574.101	602.806
2	568.489	596.913	626.759
3	581.783	610.872	641.416
4	589.380	618.849	649.791
5	620.333	651.350	683.917
6	623.072	654.226	686.937
7	650.447	682.969	717.118
8	696.581	731.410	767.981

CASUAL (HOURLY RATE)			
GRADE	CURRENT	30-Oct-02	29-Oct-03
2	18.637	19.569	20.547
3	19.073	20.027	21.028
7	21.325	22.391	23.511

16.0 Superannuation

The company agrees to make contributions with respect to all its transport workers to the TWU Superannuation Fund in accordance with the Transport Industry (State) Superannuation Award.

17.0 Workers Compensation

As per the *Workplace Injury Management and Workers Compensation Act 1998*. The company will promptly forward claims to its insurer.

18.0 Productivity Improvements

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the company, the TWU and employees.

It is a term of this agreement that the company shall allow EBA Committee delegates and representatives of management to attend a training course run by the company and the Union in relation to the implementation of this agreement.

18.1 Self-Managed Work Teams

All employees are to adopt the principle and contribute to the introduction and building of Self-Management Work Teams. The implementation of the Work Teams will create far greater harmony within the operations group as well as providing a more rewarding and satisfying work environment. Team Leaders will play a more guiding and advisory role, rather than their current directive role.

The following is a list of issues that may be addressed by Work Teams.

- Achieve specified targets of 1% or less service failures.
- Share work within Team on most equitable and efficient basis.
- Achieve operational and budget goals.
- Maintain housekeeping standards.
- Conform to health and safety standards.
- Minimise wastage.

18.2 All the employees who are involved in handling freight shall:-

Handle customers' products in a correct and proper manner and agree that the practice of 'throwing freight' should be eliminated.

Aim to improve the quality of loading, for example by eliminating misdirects, damages and achieving improved linehaul utilisation and linehaul departure deadlines are maintained. Particularly this means that the last Brisbane unit must depart by 9.30pm, Melbourne by 10.00pm and Tamworth, Coffs Harbour and Wagga by 10.30pm. Our mutual objective is to improve Linehaul Utilisation.

Employees shall perform their duties using any new technology that they are properly trained to use and that is within their level of skill and competence.

Employees shall ensure that freight is both stickered and cubed to 100% accuracy.

All employees shall work to improve our current productivity by focusing on the best possible result.

18.3 The Employees shall start work at the time agreed upon for their classification and by way of example this shall mean that casuals, depot staff and drivers shall commence immediately at the point of duty.

18.4 The Employees who are drivers shall have as their prime objective to achieve the earliest possible departure and arrival times from and back to the company's terminal. Our mutual objective is to achieve fleet inbound times of 70% by 6.00pm, 95% by 6.30pm and 100% by 7.00pm. Further our target for unloading time for Run Trucks is 40 minutes on average and 30 minutes for Bulk Trucks on average. This means that unload times may take more or less time depending on circumstances. To assist in achieving this the following work practices shall be adopted.

Assist on adjoining runs when applicable.

Assist on conveyor lines whenever required.

Ensure that pick-ups are effected as quickly and efficiently as possible.

Assist colleagues in the PM unload rather than sit in the queue.

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

19.0 Team Leaders

Team Leaders are appointed by the Branch Manager upon recommendation by the Operations Manager, and are responsible for the orderly and efficient operation of their team. They will assist managers in induction training, conduct team meetings and provide feedback to teams regarding achievement of key objectives. They are responsible for maintaining standards, and leading their teams to achieve company objectives. They will endorse clause 21.0 below. They will be paid a Team Leader allowance of \$100.00 per week. Team Leaders are not expected to appraise or counsel employees.

"Team Leader" is otherwise known as "Leading Hand" in the Transport Industry (State) Award.

20.0 Training and Multi-Skilling

As the company embraces the technological advances and industrial reform essential for its success it is required that employees embrace the concepts of multi-skilling and additional training. This means that drivers and freight handlers may be required to learn and experience different facets 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.

To this end the company will provide a list of both internal and external training courses together with dates of commencement, application forms and costs (where applicable) which employees will be encouraged to complete.

Where costs are involved for approved external courses, and an employee 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.

The company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the award and other industrial entitlements, and other services for the benefit of the employees of Star Track Express.

The company recognises its responsibilities to provide a safe and healthy workplace for its employees and contract carriers and all other persons attending its sites and accordingly agrees to train all transport workers covered by this Agreement in accordance with this Clause:

20.1 All 10 TWU delegates and co-delegates will be trained to Certificate 4 in Workplace Training and Assessing within 12 (twelve) months of the signing of this agreement.

20.2 Upon entering this agreement the company agrees:

To comply with all current Codes of Practices (including the current version of "Trucksafe"), Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the companies obligations under the *Occupational Health and Safety Act (2000)*;

To authorise all transport workers elected to OH & S Committees to attend a committee training course (as per section 19 (e) NSW OHS Act, 2000) as soon as practicable within 3 months of being elected to such a position.

To provide all TWU delegates and co-delegates with two weeks per annum paid training leave (maximum 10 delegates for the life of this agreement).

The following with regard to "Blue Card" training;

Training for all existing employees will be conducted within 6 months of the signing of this agreement. A review will be prepared during June 2003 to ascertain how the training program is progressing and the effectiveness of this training so far.

New employees will be "Blue Card" trained during the initial induction program. The current induction program is under review and will be altered to include the necessary components to achieve "Blue Card" accreditation.

Linehaul contractors will be immediately informed about the introduction of "Blue Card" training. The "Blue Card" training will commence as soon as is possible and the training will be conducted over the next 6 months. A review will be prepared during June, 2003 to ascertain how the training program is progressing.

Outside contractors (Local Courier/Taxi Truck) will be informed immediately about the introduction of "Blue Card" training. "Blue Card" training of outside contractors will commence and continue during the next 6 months. Again there will be a review conducted in June 2003 to ascertain how the training program is progressing and the effectiveness of the training completed.

The company will work with the accredited training organisation to role out the "Blue Card" training within the stated time frames. It must be noted and understood that the business must continue to operate during the introduction of "Blue Card". The training of the industry and our employees is acknowledged but at all times we must keep the best intentions of the business at the forefront of our minds.

20.3 During the induction phase of employment all new employees covered by this Agreement will be introduced to the relevant shift delegate.

21.0 Demarcation

In line with our corporate desire to operate as a team towards mutually accepted goals managers and employees shall be allowed to engage in freight handling and driving functions (in company cars) in certain circumstances and conditions (such as, but not limited to, following the Labour Day long weekend) provided that the TWU delegate is consulted on each occasion.

22.0 Crib Break

In-yard agreements relating to flexibility with crib breaks allow employees to elect to extend the period of work before a crib break by up to an hour in exchange for which they are paid for the full shift but finish their shift early.

23.0 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

24.0 Employment/Probationary Period

All eight (8) hour employees are subject to a three (3) month probationary period and positions can be terminated at the discretion of management. The company shall review employees on the three month anniversary and either appoint the permanent position or extend trial for a finite period.

25.0 Transport Industry - Training, Education and Industrial Rights Council

The company will contribute \$1.00 per week per employee to the Transport Industry Training Education and Rights Council. This contribution will be on behalf of the employees covered by this agreement.

26.0 TWU Workplace Representatives

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

- 26.1 The right to be treated fairly and to perform their role as Union Delegate or Workplace Representative without any discrimination in their employment.
- 26.2 The right to formal recognition by the employer that endorsed Union Representatives to speak on behalf of Union members in the workplace.
- 26.3 The right to bargain collectively on behalf of those they represent.
- 26.4 The right to consultation and access to information about the workplace and the business.
- 26.5 The right to paid time to represent the interests of members to the employer and to industrial tribunals.
- 26.6 The right to paid time during normal working hours to consult with Union members where necessary.
- 26.7 The right to paid time off to participate in the operation of the Union. This is only to occur after consultation and agreement with the company (as per clause 20.2).
- 26.8 The right to paid time off to attend accredited Union education and training (as per clause 20.2).
- 26.9 The right to address new employees about the benefits of Union membership at the time that they enter employment (as per clause 20.3).
- 26.10 The right to discuss Union and workplace matters with all employees at the workplace. All meetings to be held after consultation and agreement with management meeting time to be as agreed.
- 26.11 The right to access to 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.
- 26.12 The right to place Union information on a notice board in a prominent location in the workplace.
- 26.13 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:

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

27.0 Chain of Responsibility

- 27.1 The chain of responsibility clause covers all work contracted out by Star Track Express.
- 27.2 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 and a description of the work to be performed.
- 27.3 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, to ensure that any contracted work is being performed according to the conditions of this agreement.
- 27.4 Copies of records will be kept by Star Track Express and given to the worker(s) actually performing the work and made available for inspection by the Union upon request.
- 27.5 Star Track Express will advise fleet operators and labour hire agencies of its commitment to the Chain of Responsibility principle as outlined in this clause and require them to adhere to the following awards and agreements. Failure to comply will result in those companies being put on notice to comply or risk termination of their services:
 - NSW Transport Industry (State) Award
 - NSW Contract Determination (Transport Industry - General Carriers Contract Determination)
 - EBA rates to apply to employees of Labour Hire agencies utilised on Star Track sites
 - Legal driving hours
 - Federal Long Distance Drivers Award.
- 27.6 Compliance programs including training in relation to legal requirements will be developed jointly by Star Track Express and the TWU.
- 27.7 Senior management representing Star Track Express shall convene a meeting of relevant managers to inform them of this section of the agreement.

28.0 Service Fee

Leave is reserved to the TWU to negotiate a separate service fee agreement with the company during the life of this agreement.

29.0 Employee Entitlements

The company will provide an auditor's report every six months to certify that the company's financial situation is adequate to meet its obligation regarding Employee Entitlements. The auditors report will verify:

- (a) Net tangible assets as a multiple of accrued entitlements including notional redundancy provisions.
- (b) Profit before tax exceeds accrued entitlements including notional redundancy provisions.
- (c) The financial position of the company is sufficient to meet its obligations.

Star Track Express will furnish the NSW Transport Workers Union Secretary and Sydney Branch Secretary with a copy of this report every six months, directly after the audit is completed.

The completed auditors report will be posted onto a lockable noticeboard every six months, directly after the audit is completed.

30.0 Settlement of Disputes

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

The matter should first be discussed at the workplace level between employees and relevant management following guidelines in the Company Fair Dealing Policy. If an employee so requests the TWU delegate will be involved in such discussions;

If the matter is not settled discussions shall occur between the appropriate TWU official and management;

If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the company;

If the matter is still not settled it shall be referred to the Industrial Relations Commission of New South Wales for determination;

30.2 Whilst the above procedure is being followed work shall continue normally, except in circumstances where employees have genuine concerns for their health and safety.

30.3 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 transport workers engaged by the company.

30.4 Management will be given the opportunity to address employees directly at every stage of the dispute procedure.

31.0 Execution

Signed for and on behalf of the company :

(Signature)

Grant Owen

(Name)

(Witness)

16.12.03

(Date)

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

(Signature)

(Witness)

A V Sheldon

(Name)

(Date)