

Strait Link – TWU Enterprise Agreement 2023-2026

Contents

PART A – GENERAL TERMS AND CONDITIONS	4
Section 1 – Application and Operation	4
1. Title.....	4
2. Objects.....	4
3. Definitions	4
4. Coverage.....	6
5. Term of Agreement	8
6. Relationship to the Award and the NES	8
7. Permitted matters	8
8. Conduct of the Parties.....	8
9. No extra claims.....	9
10. Negotiation of new agreement	9
Section 2 – Flexibility, Consultation and Dispute Resolution	10
11. Access to this Agreement.....	10
12. Individual flexibility arrangements.....	10
13. Consultation on workplace change	11
14. Dispute resolution procedure	12
Section 3 – Employment Relationship.....	13
15. Strait Link Values	13
16. Strait Link commitment to job security.....	13
17. Engagement of outside hire	14
18. Full utilisation of permanent Transport Workers.....	14
19. Transport Worker commitment	15
20. Union commitment	15
21. Probation period	15
22. Full-time Transport Workers	16
23. Permanent Part-time Transport Workers	16
24. Casual Transport Workers.....	16
25. Span of Hours	17
26. Breaks	17
27. Counselling and Warning Procedures	17
28. Termination.....	18
29. Redundancy.....	19
30. Annual leave	21
31. Personal / Carer’s Leave	22
32. Compassionate Leave.....	23

33.	Long service leave	23
34.	Parental leave.....	23
35.	Disaster leave	23
36.	Pandemic Leave.....	24
37.	Blood Donors Leave.....	24
38.	Family and Domestic Violence	24
39.	Indemnity for drivers.....	25
40.	Mental Health.....	26
	Section 4 – Wages and related matters	26
41.	Wages, Overtime, RDOs and Allowances	26
42.	Superannuation	29
43.	Payroll deductions	29
	Section 5 – Safety and related matters	30
44.	Compliance with Obligations.....	30
45.	Site inductions	31
46.	Health and Safety Committees.....	32
47.	Safe system of work	32
48.	Strait Link’s drug and alcohol policy	33
49.	Uniforms and protective clothing	34
50.	Blue Card WHS Induction and Skills Passport	35
	Section 6 – The Strait Link and Union Relationship.....	35
51.	Union Recognition	35
52.	Cooperative Engagement	36
53.	Consultative meetings.....	37
54.	Ensuring fair labour practices.....	37
55.	Union Delegates	38
	Section 7 – Fleet Operators.....	40
56.	Fleet operators	40
	PART B – CLASSIFICATIONS AND RATES OF PAY.....	44
1.	BASE WAGE RATES	44
2.	AGGREGATE SALARY RATES AND ROSTERS.....	45
	Day Shift (1) – 7 Day Rotating Roster	45
	Rotating 7 Day/Night Roster	46
	Simplot Ulverstone	48
	Boomerang	51
	PART C – FREIGHT CARTAGE AGREEMENT CLAUSES.....	52

PART A – GENERAL TERMS AND CONDITIONS

Section 1 – Application and Operation

1. Title

This Agreement will be referred to as the “Strait Link – TWU Enterprise Agreement 2023-2026”.

2. Objects

The objects of this Agreement include the following:

- (a) enhancing the safety and fairness of Strait Link’s operations;
 - (b) promoting job security, skills development and recognition, effective workplace representation and training for Transport Workers;
 - (c) maintaining the safety net and enhancing fair working conditions for Transport Workers;
 - (d) enhancing the productivity, efficiency, profitability, viability and sustainability of Strait Link’s operations; and
 - (e) subject to reasonable practical requirements, such as adequately servicing industry peaks, promoting job security through the full utilisation of full-time permanent Transport Workers for available hours of work before the engagement of part-time, casual, labour hire or outside hire workers;
 - (f) enhancing job security and the sustainability of Strait Link’s operations by promoting safe and fair conditions for all workers in the industry;
 - (g) supporting diversity in the workplace; and
 - (h) ensuring that Transport Workers are protected from the importation of substandard labour practices by providing the framework for development of agreed international labour standards, based on International Labour Organisation (ILO) standards, in Strait Link operations.
-

3. Definitions

Act means the *Fair Work Act 2009* (Cth).

Agreement means this enterprise agreement.

Average Earnings means the applicable rate of pay (inclusive of but not limited to overtime, allowances and penalties) for the average number of hours worked per day over a 12 week period, prior to the release of the delegate or stand down of a Transport Worker.

Award means the Road Transport and Distribution Award 2020.

Blue Card WHS Induction and Skills Passport means 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, and other recognised national competencies as agreed.

Dispute means any dispute or grievance that arises at the workplace between a Transport Worker or Transport Workers and Strait Link, or between the Union and Strait Link, about the NES or the interpretation or application of this Agreement or in relation to any matters pertaining to the relationship between Strait Link and a Transport Worker (or Transport Workers), or that between Strait Link and the Union, including but not limited to a dispute about any condition of employment or industrial matter.

Drug and Alcohol Policy and Procedures means the drug and alcohol policy and procedures that are, subject to clause 48, issued by Strait Link from time to time.

Employee means a Transport Worker employed within the classifications set out in this Agreement.

Existing Fleet Operator means a Fleet Operator engaged by Strait Link as at the Operative Date.

Fleet Operator means a person, firm or company, outside Strait Link, that in the course of its business transports freight for another person and which:

- (a) owns or operates more than 1 vehicle; and
- (b) employs multiple drivers and/or Owner-Drivers;
- (c) offers their services to the public at large; and
- (d) is engaged by Strait Link for a cumulative period of 2 months or more in a 12 month period from engagement, or which Strait Link is contemplating to engage for a cumulative period of more than 2 months from engagement.

For the avoidance of doubt, Clause 56.2 applies to Fleet Operator employees only, not Fleet Operator Owner Drivers.

Fund means TWUSUPER.

FWC means the Fair Work Commission.

Instrument means any instrument originally made as an award, whether current, expired, displaced by force of legislation or otherwise, and can include the Award.

NES means the National Employment Standards contained in sections 59 to 131 of the Act. The NES contain minimum standards relating to:

- (a) maximum weekly hours;
- (b) requests for flexible work arrangements;
- (c) offers and requests to convert from casual to permanent employment;
- (d) family and domestic violence leave;
- (e) parental leave and related entitlements;
- (f) annual leave;
- (g) personal/carer's leave and compassionate leave;
- (h) community service leave;
- (i) long service leave;

- (j) public holidays;
- (k) notice of termination and redundancy pay; and
- (l) the Fair Work Information Statement and Casual Employment Information Statement.

Nominal Term means the period from the Operative date until 1 July 2026.

Operative Date means 7 days after this Agreement has been approved by the FWC.

Outside Hire means Fleet Operators and labour hire personnel engaged through third party labour hire companies or an entity controlled by Strait Link providing labour but not covered by this Agreement.

Owner-Driver means:

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

Parties means Strait Link, the Union and the Transport Workers.

Permanent Part-Time Transport Worker means a Transport Worker, other than a casual Transport Worker, who is employed to work a number of hours as agreed in accordance with clause 23 which is less than 38 hours per week.

Status quo means the arrangements in place prior to the Dispute arising. This includes the performance, operation and management of all work and rates of pay and allowances.

Strait Link means Strait Link Shipping Pty Ltd.

Term means the period from the Operative Date to the nominal expiry date of the Agreement.

Transport Worker means any person who is eligible to be a member of the Union and who is employed by Strait Link in its Victoria and Tasmania ports Australia in the classifications contained in this Agreement.

Union means the Transport Workers Union of Australia.

4. Coverage

4.1 General

This Agreement applies to and is binding on Strait Link, all Transport Workers and the Union.

4.2 Acquisitions of businesses

- (a) This clause 4.2 will apply if Strait Link acquires a new business during the Term, the employees of which fall within the definition of "Transport Worker" in this Agreement.
- (b) Strait Link will ensure that:

- (i) if the employees in the acquired business are or become employed by Strait Link to work **at an existing Strait Link site**, the employees receive the rates of pay and conditions of employment applicable to Transport Workers at that site, provided that the employees must not be paid a lower rate or receive less favourable conditions of employment than those that they may be entitled to receive under any enterprise agreement or similar industrial instrument applying in the acquired business; or
- (ii) if the employees are engaged **at a separate site**, the employees receive the equivalent of the remuneration increases available under this Agreement on a pro rata basis from the date of the acquisition, provided that if any enterprise agreement or similar industrial instrument applying in the acquired business provides a greater increase for part of all of the Term then that increase will be paid for the corresponding period after which time the equivalent of the remuneration increases available under this Agreement will apply on a pro rata basis.

4.3 Tenders

- (a) This clause applies where Strait Link submits a tender to a customer or potential customer for work which is currently being performed by a competitor, and which, if it were performed by Strait Link, would be covered by this Agreement (**New Contract**).
- (b) Where agreed between Strait Link and the Union, Strait Link may tender for the New Contract at the rates being paid by the competitor to its employees (**Tender Rates**) and, subject to clause 4.4, pay the Tender Rates to:
 - (i) any Transport Worker it employs who had previously been employed by the competitor; and
 - (ii) any new Transport Worker it employs to work on the New Contract.

4.4 Consultation regarding applicable rates

- (a) Strait Link agrees to consult with the Union about any disparity between:
 - (i) the rates of pay and conditions of employment applying to Transport Workers in the acquired business and those applying at an equivalent Strait Link site, arising from clause 4.2(b)(ii); or
 - (ii) the rates of pay and conditions of employment applying to Transport Workers performing work under the New Contract and those applying at an equivalent Strait Link site, arising from clause 4.3(b).
- (b) The powers of the FWC to deal with any Dispute between Strait Link and the Union arising out of the consultation referred to in clause 4.4(a) will be confined to conciliation.
- (c) Notwithstanding anything else contained in this clause 4.4, rates being paid by Strait Link to Transport Workers engaged in an acquired business or performing work under a New Contract will be brought into parity with those paid to Transport Workers at a comparable Strait Link site within 3 years after Strait Link acquires the new business or secures the New Contract, as the case may be.

5. Term of Agreement

This Agreement will commence operation from the Operative Date and nominally expire on 30 June 2026.

6. Relationship to the Award and the NES

- (a) This Agreement incorporates the Award, provided that Part A of this Agreement will prevail over the Award to the extent of any inconsistency. An inconsistency will not arise simply because the Award provides a more beneficial entitlement to a Transport Worker than that contained in Part A of this Agreement.
 - (b) This Agreement will be read and interpreted in conjunction with the NES. Certain provisions of this Agreement may supplement the NES but nothing in this Agreement will operate so as to provide a detrimental outcome for Transport Workers as compared to an entitlement under the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
 - (c) For the avoidance of doubt Strait Link will ensure that no Transport Worker will lose any entitlements that they may currently have arising out of any applicable Instrument as at the Operative Date.
-

7. Permitted matters

The provisions of this Agreement are, and are intended to be, limited to matters which are permitted matters within the meaning of section 172(1) of the Act.

8. Conduct of the Parties

- (a) The Parties agree that mutual respect and good faith is necessary to achieve an efficient and mutually beneficial relationship.
- (b) Further to the Parties' aim of achieving an efficient and mutually beneficial relationship, the Parties agree to act in good faith in fulfilling their respective functions and obligations under this Agreement.
- (c) For the purposes of this Agreement, "good faith" requires the parties to:
 - (i) deal with one another honestly and genuinely, and in a manner which maintains the integrity of this Agreement;
 - (ii) take an honest and genuine approach to the resolution of any Disputes arising between them;
 - (iii) refrain from capricious or unfair conduct that undermines the Agreement;
 - (iv) give genuine consideration to, and respond to, the positions and proposals of other Parties in relation to any Disputes;

- (v) disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner; and
 - (vi) refrain from pursuing any variation or alteration to the terms of this Agreement other than in accordance with the terms of this Agreement.
-

9. No extra claims

- (a) During the Term all parties undertake that they will not pursue any further claims for wages, allowances or any other terms and conditions of employment.
-

10. Negotiation of new agreement

- (a) The Parties will commence negotiations for an agreement to replace this Agreement no less than 3 months before the nominal expiry date of this Agreement.
- (b) The negotiating committee will be constituted as follows:
 - (i) representatives from Strait Link;
 - (ii) representatives from the Union;
 - (iii) 1 delegate from Victoria;
 - (iv) 2 delegate(s) from Tasmania; and
- (c) All delegates on the negotiating committee will be determined by the Union.
- (d) To facilitate the negotiations Strait Link will:
 - (i) consent to the Union conducting pre-survey, claim endorsement and negotiation report back meetings, following each full Committee meeting, of State delegate bodies and of all yards on paid time and local Strait Link management will cooperate to ensure that meetings occur in a mutually convenient but timely manner;
 - (ii) release the delegate representatives to attend negotiation meetings;
 - (iii) pay the delegate representatives for each day of the negotiations the amount they would have received had they been at work on those days;
 - (iv) provide venues and basic catering for negotiations;
 - (v) pay for any flights required for delegates to attend the negotiations and provide the delegate representatives with accommodation and meals (or a meal allowance); and
 - (vi) pay a delegates' reasonable expenses of attending the negotiations, provided the delegate has sought permission for the expense and is able to provide documentary evidence of the expense.

Section 2 – Flexibility, Consultation and Dispute Resolution

11. Access to this Agreement

Strait Link will make a copy of this Agreement and the NES available to a Transport Worker on request.

12. Individual flexibility arrangements

- (a) Strait Link and a Transport Worker may agree to make an individual flexibility arrangement to vary the effect of clause 37 of this Agreement by allowing the Transport Worker to take Blood Donors leave of up to 4 hours for a maximum of 2 days per year.
- (b) Any arrangement under clause 12(a) must genuinely be agreed to by Strait Link and the Transport Worker.
- (c) Strait Link will ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Transport Worker being better off overall than the Transport Worker would be if no arrangement was made.
- (d) Strait Link will ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and Transport Worker; and
 - (iii) is signed by Strait Link and the Transport Worker and if the Transport Worker is under 18 years of age, signed by a parent or guardian of the Transport Worker; and
 - (iv) includes details of the terms of this Agreement that will be varied by the arrangement; and
 - (v) states the day on which the arrangement commences.
- (e) Strait Link will give the Transport Worker a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) Strait Link or the Transport Worker may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if Strait Link and the Transport Worker agree in writing – at any time.

13. Consultation on workplace change

- (a) If Strait Link is considering workplace changes that are likely to have a significant effect on Transport Workers, it will consult with the Union and any Transport Workers who will be affected by any proposal.
- (b) As soon as practicable Strait Link must discuss with the Union and relevant Transport Workers the introduction of the change, the effect the change is likely to have on the Transport Workers, the number of any redundancies, the persons or class of persons likely to be affected and any reasonable alternatives to the change or redundancy. Strait Link must discuss measures to avert or mitigate the adverse effect of the change on the Transport Workers.
- (c) In addition to the above, where there is a proposed change to Transport Workers' regular rosters or ordinary hours of work Strait Link must provide information to the Transport Workers about the change and invite the affected Transport Workers to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities.
- (d) Strait Link will give prompt and genuine consideration to matters raised by the affected Transport Workers and the Union about the changes referred to in clauses 13(a), (b) and (c).
- (e) As soon as a final decision has been made, Strait Link must notify the Union and the Transport Workers affected, in writing, and explain the effects of the decision.
- (f) In the event that a Dispute arises in respect to any decision, proposal or consideration to effect any change, the parties agree to follow the disputes procedure in clause 14, and until the Dispute is resolved in accordance with that procedure the status quo before the Dispute arose will be maintained and work will continue without disruption.
- (g) In order to facilitate and assist with genuine consultation with Transport Workers and the Union in accordance with this clause, Strait Link will:
 - i. accommodate reasonable number of paid yard meetings during the consultation period; and
 - ii. provide leave to delegates as agreed and as reasonably required to allow the delegates to participate in the consultation process.
- (h) A reference to a change that is "likely to have a significant effect on Transport Workers" includes but is not limited to:
 - (i) the termination of the employment of Transport Workers; or
 - (ii) major change to the composition, operation or size of Strait Link's workforce or to the skills required of Transport Workers; or
 - (iii) the elimination or diminution of a significant number of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the significant alteration of hours of work; or

- (v) the need to retrain Transport Workers; or
 - (vi) the need to relocate Transport Workers to another workplace; or
 - (vii) the restructuring of jobs;
 - (viii) “New Economy” and technological change including changes in work modes, on-demand technology and automation; or
 - (ix) any variation to the Drug and Alcohol Policy and Procedures.
- (i) With the prior approval of Strait Link and subject to clause 51, the Union may enter Strait Link's premises in order to consult with Transport Workers regarding a workplace change.
 - (j) For the purposes of the consultation outlined in this clause, a Transport Worker may appoint a representative of their choice, which may include the Union. Strait Link will recognise any representative appointed by a Transport Worker.

14. Dispute resolution procedure

- (a) In the event that a Dispute arises, and subject to clause 14(b), the Parties will attempt to resolve the Dispute through consultation at the area within Strait Link’s business at which the Dispute arises.
- (b) Clause 14(a) will not prevent a Dispute being referred directly to the FWC under clause 14(c) where the nature of the Dispute requires the FWC’s immediate involvement.
- (c) If the Dispute is unable to be resolved through consultation under clause 14(a), or clause 14(b) applies, the Dispute may be submitted to the FWC for conciliation. For this purpose, the action the FWC may take includes:
 - (i) arranging conferences of the parties or their representatives at which the FWC is present; and
 - (ii) arranging for the parties or their representatives to confer among themselves at conferences at which the FWC is not present.
- (d) If the Dispute is not resolved in conciliation conducted by the FWC, the FWC will proceed to arbitrate the Dispute and/or otherwise determine the rights and/or obligations of the parties to the Dispute. In relation to such an arbitration:
 - (i) The FWC may give all such directions and do all such things as are necessary for the just resolution of the Dispute. The FWC may exercise powers of conciliation, arbitration and declaratory relief in relation to the Dispute, including all related procedural powers such as those in relation to hearings, witnesses, evidence and submissions.
 - (ii) The FWC should apply the rules of evidence that would ordinarily apply to a hearing before the FWC under the Act.
 - (iii) Before making a determination, the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute.

- (iv) In making its determination, the FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
- (e) The decision of the FWC will be binding on the Parties subject to the following:
 - (i) There will be a right of appeal to a Full Bench of the FWC against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Bench may allow.
 - (ii) The appeal will be conducted in accordance with the legal principles applying to an appeal in the strict sense.
 - (iii) The Full Bench, or a single member on delegation, will have the power to stay the decision pending the hearing and determination of the appeal.
 - (iv) The decision of the Full Bench in the appeal will be binding upon the parties.
- (f) Until the Dispute is resolved, work will continue in accordance with the directions of Strait Link, notwithstanding that the Status Quo before the Dispute arose will be maintained and work will continue without disruption. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- (g) For the purposes of the procedure outlined in this clause, a Transport Worker may appoint a representative of their choice, which may include the Union. Strait Link will recognise any representative appointed by a Transport Worker.

Section 3 – Employment Relationship

15. Strait Link Values

The Parties will treat each other, and perform their respective rights and obligations under this Agreement, in accordance with the Strait Link values of:

- (a) Trust
- (b) Care; and
- (c) Connected

16. Strait Link commitment to job security

The Parties recognise that job security is an important issue for Transport Workers. For its part, Strait Link commits:

- (a) to the full-time engagement of its Transport Workers wherever possible;
- (b) subject to reasonable practical requirements, such as adequately servicing industry peaks, to promote job security through the full utilisation of full-time permanent Transport Workers/Owner-Drivers before the engagement of part-time Transport Workers/Owner-Drivers, or casual Transport Workers/Owner-Drivers or Outside Hire;

- (c) to ensure that wages and conditions applicable to third party agency workers and to casual Transport Workers placed in a business by Strait Link (or any other agency or entity controlled by Strait Link) are no less than those of Transport Workers in the same position in that business unit to the training of its Transport Workers in workplace health and safety (including Blue Card WHS Induction and Skills Passport) and other professional training as agreed from time to time and the promotion of vocational training and occupational health and safety training;
- (d) to consult with the Union and affected Transport Workers if a decision is taken by Strait Link to outsource work;
- (e) not to use third party agencies for the purpose of circumventing this Agreement;
- (f) to ensure that all Owner-Drivers engaged by it receive a labour rate equal to the applicable wage rate payable for the relevant vehicle utilised by the Owner-Driver at the site at which they are engaged; and
- (g) providing cost recovery to its Owner-Drivers. Strait Link will apply the operating costs referred to in the VTA Owner Driver schedule (developed by the Transport Industry Council) as published by Business Victoria (from time to time). The FWC's powers under clause 14 to settle any Dispute as to whether the rate paid by Strait Link to an Owner-Driver achieves cost recovery will, unless the parties otherwise agree, be limited to conciliation.
- (h) For completeness, the FWC has all powers available to it under the Disputes Procedure in order to resolve a dispute under clauses (g) and (h).

17. Engagement of outside hire

- (a) The parties recognise that a reasonable use of Outside Hire is necessary to perform the work covered by this Agreement. Strait Link also recognises that the use of Outside Hire is of concern to Transport Workers.
- (b) Subject to commercial imperatives, Strait Link will seek to maintain a composition of workforce such that, from the Operative Date, no more than 40% of the hours worked by the workforce are worked by Outside Hire workers on a state by state basis.
- (c) Subject to consultation between the parties, Strait Link will endeavour to move the percentage referred to in subclause (b) above to 30% by the end of the Nominal Term.
- (d) Where Strait Link proposes to permanently change the proportion of Outside Hire to permanent Transport Workers at a site, Strait Link will consult with the Union in accordance with the consultation mechanism contained within this Agreement.
- (e) Strait Link will take all reasonable steps at the relevant workplace to reduce the number of Outside Hires and casual Transport Workers before implementing any redundancies.

18. Full utilisation of permanent Transport Workers

- (a) Strait Link will, where practicable, prioritise the engagement of full-time permanent Transport Workers / Owner Drivers for available hours of work.

- (b) Permanent Part-time Transport Workers/Owner-Drivers, Casual Transport Workers/Owner-Drivers and Outside Hire will not be engaged to reduce the overtime hours available for full-time permanent Transport Workers/Owner-Drivers.
- (c) On Saturday and Sunday Strait Link will offer overtime hours to full-time permanent Transport Workers/Owner-Drivers before engaging Permanent Part-Time Transport Workers/Owner-Drivers, Casual Transport Workers/Owner-Drivers or Outside Hire to perform that work.

19. Transport Worker commitment

The Transport Workers commit:

- (a) to perform their duties faithfully and diligently;
- (b) to provide faithful service during their employment with Strait Link and to act in Strait Link's best interests at all times; and
- (c) to promote Strait Link's interests, prosperity and reputation.

20. Union commitment

The Union commits:

- (a) that in exercising its representative role under this Agreement it will do so in accordance with this Agreement provided that this commitment will not preclude the Union from exercising its organisational objectives in an appropriate manner;
- (b) to work cooperatively with Strait Link to enhance the standards and conditions in the markets in which Strait Link operates; and
- (c) to participate in regular consultative forums with senior management of Strait Link.

21. Probation period

- (a) All Transport Workers who are offered permanent employment by Strait Link after the Operative Date will serve a probation period of 3 months.
- (b) A Transport Worker will not be subject to a probation period where that Transport Worker is offered permanent employment with Strait Link having been:
 - (i) employed directly by Strait Link as a casual;
 - (ii) engaged by Strait Link through an external labour hire agency; or
 - (iii) engaged as an Owner-Driver,on a regular and systematic basis for a period of no less than 3 months.
- (c) This clause will not apply to casual Transport Workers who elect to become permanent Transport Workers under clause 24(c).

22. Full-time Transport Workers

- (a) All full-time Employees will be engaged to work 38 ordinary hours per week, subject to the Rostered Day Off system provided for in clause 41.3.
- (b) For full-time Employees working an Aggregate Roster cycle, ordinary hours may be averaged over a period of not more than an 8-week roster cycle.

23. Permanent Part-time Transport Workers

- (a) A Permanent Part-Time Transport Worker is one who is rostered to work:
 - (i) less than 7.6 hours on a given shift; or
 - (ii) less than 38 hours in a week.
- (b) On commencement of employment, Strait Link and a Permanent Part-Time Transport Worker will agree on the hours and days in each week that the Transport Worker will work.
- (c) Any hours which a Permanent Part-Time Transport Worker works in excess of those agreed under clause 23(b) will be paid at overtime rates.
- (d) Strait Link and a Permanent Part-Time Transport Worker may agree to vary the Transport Worker's hours and days of work, provided that this may not be used as a device to avoid Strait Link's responsibilities under clause 23(c), for example by making ad hoc or regular changes.

24. Casual Transport Workers

- (a) Casual Transport Workers will receive a 25% loading on all ordinary hours worked and a 10% loading on all overtime worked.
- (b) Casual Transport Workers will not be entitled to the benefits of clauses 28, 29, 30, 31 and 37. The casual loading is paid in lieu of and to compensate for these benefits.
- (c) In addition to any entitlement to be offered or request conversion under Division 4A of Part 2-2 of the Act), where a casual Transport Worker has been directly employed by Strait Link or engaged through a labour hire company to perform work for Strait Link on a regular and systematic basis for more than 6 months, the Transport Worker may elect to become a permanent Transport Worker, on a like for like basis, within the specific business unit at which the Transport Worker is engaged.
- (d) Strait Link will only decline a Transport Worker's election under clause 24(c) in exceptional circumstances and for legitimate business reasons. In such a case the casual Transport Worker will not lose the right to exercise the election referred to in clause 24(c) when the exceptional circumstances precluding conversion no longer apply.

25. Span of Hours

The ordinary hours of work will be set between the hours of 5:00am and 6:30pm, depending on the position and location. This span of hours may be varied by one hour either way by agreement between Strait Link and the Employee.

26. Breaks

- (a) If a Transport Worker is entitled to a crib break under the Award, they will take that crib break when operationally convenient.
 - (b) The Transport Workers will use their best endeavours to ensure that their breaks under the Award coincide with those which they are obliged to take under fatigue management legislation or regulations.
-

27. Counselling and Warning Procedures

- (a) The following procedures have been developed so as to assist in rectifying any poor employee behaviour or performance levels. The performance of an employee subject to these procedures will be reviewed after six (6) months and a decision regarding the ongoing relevance of any written warnings will be made. At this time, if it is agreed that the employees' performance has improved satisfactorily, written warnings may be removed from the file.
- (b) Disciplinary Procedure
 - (i) 1st warning - Verbal, personal counselling. File note will be made, no letter issued.
 - (ii) 2nd warning - Letter of warning issued.
 - (iii) 3rd warning / show cause - Letter of warning issued stating next offence may result in termination.
 - (iv) Next offence, or offence warning termination - Termination without further warning.

28. Termination

28.1 Notice of termination

- (a) In order to terminate the employment of a Transport Worker, Strait Link will give to the Transport Worker the following period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to the notice in clause 28.1(a), Transport Workers over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice in clauses 28.1(a) and 28.1(b) will be made if Strait Link does not require the Transport Worker to work during the appropriate notice period. Employment may be terminated by the Transport Worker working part of the required period of notice and by Strait Link making payment for the remainder of the period of notice.
- (d) The payment in lieu of notice must equal or exceed the total of all amounts that, if the Transport Worker's employment had continued until the end of the required period of notice, Strait Link would have become liable to pay to the Transport Worker. That total must be calculated on the basis of the full rate of pay for the hours the Transport Worker would have worked had the Transport Worker continued until the end of the minimum period of notice including:
- (i) the amounts payable to the Transport Worker in respect of those hours, including (for example) allowances, loading and penalties; and
 - (ii) any other amounts payable under the Transport Worker's contract of employment.
- (e) The period of notice in this clause does not apply:
- (i) in cases where the Transport Worker requests a release from the employment prior to the end of the notice period;
 - (ii) in cases where the Transport Worker has engaged in conduct warranting the summary termination of their employment;
 - (iii) to Transport Workers engaged for a specific period of time or for a specific task or tasks;

- (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (v) to casual Transport Workers.
- (f) Any Transport Worker who is stood down to allow for the completion of an investigation into the allegations concerning their conduct, capacity or performance will receive their Average Earnings. This payment will be made for the duration of the stand down period.

28.2 Termination by Transport Workers

- (a) A Transport Worker may terminate their employment with Strait Link at any time by providing 2 weeks' notice of termination.
- (b) Strait Link may make a payment in lieu of the whole or part of the notice period referred to in clause 28.2(a), in which case clause 28.1(d) will apply.

28.3 Return of property

On termination of their employment, for whatever reason, a Transport Worker will immediately return to Strait Link all property belonging to Strait Link which is in the Transport Worker's possession or which is under their control. Subject to the NES, Strait Link may withhold any monies payable to the Transport Worker on termination until Strait Link's property is returned provided that:

- (a) the amount withheld is proportionate to the value of the property not returned; and
- (b) Strait Link is able to produce evidence, if required, that the Transport Worker has been provided with the property.

28.4 Recovery of overpayments on termination

- (a) Subject to the NES, Strait Link may deduct from any amounts due to a Transport Worker on the termination of their employment any amounts which the Transport Worker then owes to Strait Link including:
 - (i) overpayments of wages;
 - (ii) any annual leave granted in advance, for which the Transport Worker has not accrued the requisite period of service; or
 - (iii) loans from Strait Link to the Transport Worker.

29. Redundancy

- (a) A redundancy occurs in a circumstance where Strait Link decides that it no longer requires the position that a Transport Worker has been doing to be done by anyone and that decision leads to the termination of the Transport Worker's employment with Strait Link.
- (b) Strait Link will use redundancy as a last resort. This will include Strait Link taking all reasonable steps at the relevant workplace to reduce the number of Outside Hires and casual Transport Workers before implementing any redundancies.

- (c) In a redundancy situation Strait Link will:
 - (i) undertake consultation in accordance with clause 13;
 - (ii) explore, in consultation with the affected Transport Worker(s) and the Union, opportunities for suitable alternative employment for the affected Transport Worker(s);
 - (iii) provide such re-training or outplacement support to Transport Workers as may be reasonable in the circumstances; and
 - (iv) provide Transport Workers with reasonable paid time off to seek alternative employment.
- (d) The selection of Transport Workers for redundancies, and the criteria to be applied in making that selection, will be at Strait Link' reasonable discretion, and will include the following considerations:
 - (i) Strait Link will call for expressions of interest for volunteers for redundancy. Strait Link will give genuine consideration to accommodating expressions of interest for voluntary redundancy;
 - (ii) Identification and facilitating maintenance of the skill sets which Strait Link requires be maintained; and
 - (iii) "last on, first off".
- (e) Without limiting Strait Link's discretion under clause 29(d), where Strait Link is required to make a choice between Transport Workers as to which will be selected for redundancy then, all other things being equal, Strait Link will select Transport Workers who have expressed an interest in being so selected.
- (f) In the event that a redundancy occurs, and subject to any greater requirement that the NES requires, the affected Transport Worker will be entitled to a severance payment calculated at the rate of 3 weeks pay per year of service, pro rata for incomplete years of service, up to a maximum of 52 weeks pay. For the purposes of this clause, "weeks pay" means the Transport Worker's base rate of pay at the time of termination.
- (g) A Transport Worker will not be entitled to receive a severance payment if Strait Link obtains for them suitable alternative employment. Such suitable alternative employment can include employment with an employer other than Strait Link but only in circumstances where the new employer recognises all previous service of the Transport Worker with Strait Link and all employee entitlements are transferred with the Transport Worker to the new employer.
- (h) The severance payment in clause 29(f) is in addition to:
 - (i) notice or payment in lieu of notice in accordance with clause 28; and
 - (ii) payment for any accrued but untaken leave or days in lieu which are payable on termination.

- (i) Disputes relating to redundancy, including disputes relating to the suitability of offers of alternative work, will be dealt with in accordance with the disputes procedure in this Agreement.
-

30. Annual leave

30.1 Entitlement to annual leave

- (a) Full-time or part-time employees shall accrue leave in accordance with the NES.
- (b) For each year of service with the Company, an Employee is entitled to:
 - (i) Four (4) weeks paid annual leave; or
 - (ii) Five (5) weeks of paid annual leave, if the employee is defined as a shiftworker.
- (c) In the case of part-time employees, accrual shall occur on a pro rata basis.

Note: A shiftworker, for the purposes of the additional week's leave referred to in section 87(1)(b) of the Act, is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

30.2 Taking annual leave

- (a) There is no maximum or minimum limit on the amount of annual leave that the Company may authorise an employee to take.
- (b) Except for exceptional circumstances, Employees are required to provide the Company with four (4) weeks' notice in writing of their intention to take annual leave. The Company will consider the needs of the business and the employee before authorising a period of annual leave.
- (c) Upon resignation or termination of employment, an employee will be paid all annual leave entitlements up to the date of resignation or termination.

30.3 Strait Link may direct Transport Worker to take annual leave

Strait Link may direct a Transport Worker to take annual leave, provided that:

- (a) the direction is reasonable having regard to Strait Link's business needs;
- (b) the direction takes into account, to the extent reasonably practicable, the Transport Worker's personal circumstances and wishes; and
- (c) the direction does not result in the Transport Worker having a balance of accrued annual leave of less than the amount of annual leave that the Transport Worker would accrue in 1 year.

30.4 Cashing out annual leave permitted

- (a) Transport Workers may cash out accrued annual leave in accordance with the NES.
- (b) Strait Link and a Transport Worker may agree on reasonable conditions as to when and to what extent a Transport Worker may cash out annual leave, provided that any cashing out of annual leave must comply with the NES.

- (c) Payment in lieu of annual leave will be calculated on the full amount that would have been payable to the Transport Worker had the Transport Worker taken the leave in respect of which payment is made.
 - (d) Strait Link will not place undue pressure on a Transport Worker to cash out the Transport Worker's annual leave.
-

31. Personal / Carer's Leave

31.1 Entitlement to Personal / Carer's Leave

- (a) Personal / Carer's leave will accrue in accordance with the *Fair Work Act 2009* (FW Act). For each year of service, an employee, other than a casual employee, is entitled to 10 days of paid personal/ carer's leave.
- (b) Casual employees are not entitled to paid personal / carer's leave.

31.2 Definitions:

- (a) For the purposes of this clause, an Employee may take personal / carer's leave if the leave is taken:
 - (i) Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (ii) To provide care or support to a member of the Employee's '*immediate family*', or member of the Employee's household who requires care or support because of:
 - a. A personal illness, or personal injury, affecting the member; or
 - b. An unexpected emergency affecting the member.
- (b) For the purposes of this clause, the definition of *immediate family* has the same meaning as provided in section 12 of the FW Act.

31.3 Notice and Evidence Requirements

- (a) An Employee unable to attend work due to illness shall notify their immediate manager or in the absence of the manager, immediate supervisor or other responsible Company representative of the intended absence as soon as practicable.
- (b) The Employee will inform the Company of the expected duration of the absence and the nature of the illness.
- (c) Absences in excess of one (1) day must be supported by a medical certificate from a registered health practitioner or statutory declaration. Medical certificates are preferred and should be sought where available.

31.4 Payment of Personal / Carer's Leave

- (a) An Employee shall receive a maximum of 7.6 ordinary hours pay for any scheduled day absent from work due to illness, provided that no Employee shall receive payment for more than 38 ordinary hours in any week and personal leave shall not be available to Employees in any week where they have already worked 38 ordinary hours.

- (b) Aggregate Roster Employees (see Part B – Section 2): Employees who are engaged to work on an Aggregate Roster and take Personal / Carer’s Leave, they will be deducted the hours, as per their rostered shift, on any given day. The Employee will receive payment equivalent to their daily aggregate rate of pay as per the roster.

31.5 Cashing out Personal / Carer’s Leave

- (a) Employees have the opportunity to cash in accrued sick days on the basis the accrued number of days is over and above a base number of 25 days at any one given time.
- (b) A written agreement between the Company and the Employee must be made each time leave is cashed out.

32. Compassionate Leave

Compassionate Leave will be provided in accordance with the NES.

33. Long service leave

Transport Workers will be entitled to accrue and to take long service leave in accordance with applicable State legislation. However, despite anything to the contrary contained in that legislation a Transport Worker can, at their request, take long service leave in blocks of no less than 1 week.

34. Parental leave

Permanent Transport Workers with more than 1 years’ service will be entitled to the benefits of Strait Link’s Paid Parental Leave Policy, as amended from time to time.

35. Disaster leave

- (a) In this clause, “**Natural Disaster**” means an extreme weather event or other natural occurrence which results in the relevant government minister or authority declaring the area in which the Transport Worker lives and/or works to be a natural disaster zone.
- (b) If a Transport Worker is unable to attend work due to a Natural Disaster, they are entitled to paid leave of up to 3 days. Payment for the leave will be at the Transport Worker’s base rate of pay.
- (c) In addition to any leave available to the Transport Worker under this clause 35, the Transport Worker will be entitled to take any accrued rostered days off or annual leave for any period for which the Natural Disaster prevents them from attending for work.
- (d) In this clause, being “unable to attend work” includes the Transport Worker requiring time to attend to the consequences of the Natural Disaster, such as performing emergency work on their home and the like.
- (e) Strait Link may request a Transport Worker to provide evidence that any absence for which leave is sought under this clause was caused by the Natural Disaster.
- (f) A Permanent Part-time Transport Worker will be entitled to leave under this clause on a pro rata basis.

- (g) A casual Transport Worker will not be entitled to leave under this clause 31 unless the Transport Worker:
 - (i) works an average of 38 hours per week; and
 - (ii) has been employed by Strait Link on a regular and systematic basis for at least 6 months.

36. Pandemic Leave

In the event of the Australian Government declaring a pandemic in Australia, after the Operative Date, Strait Link will consult with the Union on any special leave required and any proposed changes to existing special leave arrangements.

37. Blood Donors Leave

- (a) A Transport Worker will be entitled to be absent from work, without loss of pay, for up to 2 hours, 4 times per year, for the purposes of the Transport Worker donating blood.
- (b) Strait Link may request a Transport Worker to provide evidence that any absence requested under this clause is for the purpose of donating blood.

38. Family and Domestic Violence

- (a) Family and Domestic Violence is any violent, threatening or other abusive behaviour by an individual(s) against a person or a person's family or household. This includes physical, sexual, financial, verbal or emotional abuse.
- (b) Strait Link recognises that Transport Workers sometimes face situations of Family and Domestic Violence in their personal life that may affect their attendance or performance at work. Strait Link is committed to providing support to Transport Workers that experience Family and Domestic Violence.
- (c) Strait Link will provide an Employee Assistance Program, which will provide professionals, or refer Transport Workers to professionals, that are specifically trained in dealing with Family and Domestic Violence.
- (d) Strait Link will nominate a contact person to provide support for Transport Workers experiencing Family and Domestic Violence and notify Transport Workers of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace.
- (e) A Transport Worker experiencing family and domestic violence may raise the issue with the nominated contact person, his or her immediate supervisor, Health and Safety Representative or their Union delegate.
- (f) Where requested by Transport Worker, the contact person will liaise with the Transport Worker's supervisor on the Transport Worker's behalf, and will make a recommendation on the most appropriate form of support.

- (g) Strait Link will ensure that any personal information provided by the Transport Worker to Strait Link concerning a Transport Worker's experience of Family and Domestic Violence is kept confidential. Confidential information relating to Family or Domestic Violence will not be kept on a Transport Worker's personnel file.
- (h) Transport Workers are entitled to 10 days of unpaid family and domestic violence leave in accordance with the terms of the NES. In addition, Transport Workers are entitled to 3 days of paid family and domestic violence leave per year.
- (i) A Transport Worker experiencing Family and Domestic Violence may also utilise accrued annual leave, personal leave or rostered days off for the purpose attending counselling, medical or legal appointments and legal proceedings.
- (j) If a Transport Worker has exhausted all unpaid family and domestic violence leave and accrued leave as set out in clause 38(i) they may apply for further leave without pay, which will not be unreasonably refused by Strait Link.
- (k) The Transport Worker will give Strait Link notice as soon as reasonably practicable of their request to take leave under clause 38(h) or (i).
- (l) If in Strait Link's reasonable opinion it is necessary, the Transport Worker must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in this clause. This evidence may be in the form of a document issued by the police service, a court, a doctor, a domestic violence support service or lawyer.
- (m) Strait Link will not unreasonably refuse any reasonable request from a Transport Worker experiencing Family and Domestic Violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within Strait Link;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
or
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

39. Indemnity for drivers

- (a) Strait Link will indemnify permanent Transport Workers who are drivers against any legal costs incurred by them as a result of legal proceedings that are commenced against them by a third party arising out of any work-related incident in which the Transport Worker is involved which results in the death or serious injury of a person.
- (b) The indemnity in clause 39(a) will apply in all instances except those in which the Transport Worker is guilty of serious and wilful misconduct. This will include but will not be limited to a breach by the Transport Worker of the Drug and Alcohol Policy and Procedures.

- (c) The indemnity in clause 39(a) will be limited in quantum to the amount available with an annual premium base of \$250 per driver.

40. **Mental Health**

- (a) Strait Link maintains a Mental Health in the Workplace Plan and recognises that a mentally healthy workplace has many benefits for Strait Link and its employees.
- (b) Strait Link is committed to taking steps to reduce any negative stigma which might be associated with mental health issues arising within its workforce. This includes developing the overall skill level of transport workers to provide initial mental health first aid.
- (c) Further to clause (b) above, Strait Link will continue to implement structured programmes aimed at increasing mental health awareness and addressing mental health issues in the workplace. This will include the provision of training aimed at providing skills to transport workers to facilitate their understanding of:
 - (i) the signs and symptoms of common mental health issues;
 - (ii) how to provide initial help to colleagues;
 - (iii) how to obtain professional help; and
- (d) how to provide first aid in a crisis situation.

Section 4 – Wages and related matters

41. Wages, Overtime, RDOs and Allowances

41.1 Wages

- (a) Strait Link will increase the wages payable to Transport Workers as follows:
 - (i) by 4.75% from the first full pay period on or after 1 July 2023;
 - (ii) by 3% from the first full pay period on or after 1 July 2024; and
 - (iii) by 3% from the first full pay period on or after 1 July 2025.
- (b) Employees shall be paid the rates of pay as detailed in Part B of this Agreement.
- (c) If CPI (up to a maximum CPI of 4%) is greater than the percentage referred to in clauses 41.1(a)(ii) and 41.1(a)(iii), then Strait Link will increase the percentages payable to Transport Workers in clauses 41.1(a)(ii) and 41.1(a)(iii) by the difference (up to a maximum of 1%). For the purposes of this clause, “CPI” means the Consumer Price Index (All Groups) as published by the Australian Bureau of Statistics for the 12 month change in the March to March period preceding each of the increases in clauses 41.1(a)(ii) and 41.1(a)(iii).
- (d) Under no circumstances will a Transport Worker, receive a wage that is less than 10% above the relevant wage rate in the Award for the Transport Worker’s classification.

41.2 Overtime

- (a) Overtime will be paid in accordance with the Award, with the exception of the below.
- (b) Employees who perform work on a night shift (that is outside of their rostered hours), will be paid at a rate of double time and a half of their applicable base hourly rate, for the duration of the shift.

Note: for the purposes of this clause 41.2(b), night shift means a shift finishing after 12.30 am but not later than 8.30 am.

41.3 Rostered Days Off (RDOs)

Note: This clause 41.3 only applies to Monday – Friday (Base Rate) Employees.

- (a) Notwithstanding clause 22 (Full-time Transport Workers - hours of work), Employees will work 40 hours per week, with the additional 2 hours per week accumulating to an RDO.
- (b) Full-time Employees are entitled to 12 RDOs per year.
- (c) All RDOs must be taken by Employees in accordance with the roster, but may, in order to meet the requirements of work or by mutual agreement, be accumulated.
- (d) RDOs may be changed by agreement between Strait Link and the Employee. In the absence of agreement, 48 hours' notice of such alteration must be given to the Employee.
- (e) **Cash out:** RDOs may be accumulated to a maximum of 5 days (in a calendar year) and taken or paid out at the applicable ordinary rate of pay in any combination agreed in writing between Strait Link and the Employee.

41.4 Allowances

- (a) Subject to this clause, the amount of any allowances paid to Transport Workers will not be less than those payable under the Award. Unless an increase is necessary to maintain parity with the amount of an allowance payable under the Award, there will be no increases during the Term to any allowances paid to Transport Workers.
- (b) If a Transport Worker receives an allowance that is not provided for under the Award, it is a matter to be determined at a local level as to whether the allowances should be increased during the Term. In the event of a Dispute about any such increases, the matter will be referred to the FWC under clause 15, provided that the FWC's powers to deal with the matter will be confined to conciliation.
- (c) Transport Workers who are required to work 10 hours or more in a single shift will be entitled to receive a meal allowance.
- (d) If a Transport Worker receives a crib payment that is made up of both a labour component and an allowance component, the labour component will be increased in each year of the Term in line with the increases to wages set out in clause 37.1(b).
- (e) Transport Workers will receive a \$30 tipping allowance per shift that they are engaged to perform tipping tasks.

- (f) Transport Workers who are engaged in the transport of bulk dangerous goods will receive an allowance in accordance with the Award. Bulk dangerous goods are those goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.
- (g) Transport Workers who are engaged in the transport by public road of packaged dangerous goods, which requires placarding, will receive an allowance in accordance with the Award. Packaged goods which require placarding are those goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.
- (h) Where a Transport Worker is required to possess a work diary, the reasonable cost of such diary may be reimbursed by the Company.

41.5 Payment of wages

If the day on which Transport Workers are usually paid falls on a public holiday, payment of wages in that week will be made on the working day prior to the public holiday, but where this is not possible payment may be deferred until the next working day (but only where this is the day immediately after the public holiday).

41.6 Absorption of Award Increases

Any increases during the Term to the rates of pay contained in the Award will be absorbed into any over-award payments made to the Transport Workers.

41.7 Recovery of overpayments to Transport Workers

- (a) Strait Link may recover from a Transport Worker any overpayments as to pay or other entitlements made to the Transport Worker.
- (b) When it discovers an overpayment, Strait Link will provide to the Transport Worker evidence demonstrating the nature and amount of the overpayment, and give the Transport Worker a reasonable opportunity to consider that evidence and reach agreement with Strait Link on the repayment of the amount.
- (c) If no agreement can be reached on the repayment, Strait Link may deduct the overpayment periodically from the Transport Worker's pre-tax wages, provided that the rate of repayment will not exceed 7.5% of the Transport Worker's net (after tax) base wage for each pay period until the overpayment is fully remitted. Strait Link cannot make any deductions from a Transport Worker's annual leave or long service leave entitlements. Strait Link will not charge interest on any overpayments.
- (d) The Transport Worker may notify a Dispute in relation to the alleged overpayment, in which case clause 14 will apply. If this occurs, Strait Link must not make any deductions from the Transport Worker's wages until the Dispute is resolved.
- (e) This clause 41.7 does not apply to the recovery of debts on the termination of a Transport Worker's employment, in which case clause 28.4 applies.
- (f) This clause will only apply to overpayments that are made after the Operative Date.

42. Superannuation

- (a) Strait Link will make superannuation contributions on behalf of each Transport Worker as required under the *Superannuation Guarantee (Administration) Act (Cth) 1992*.
- (b) The rate of contributions made by Strait Link will be 15% for the term of the Agreement.
- (c) Any increases in the rate of superannuation contributions required to be made by Strait Link under any federal legislation or under any Instrument (including the Award) will be absorbed into, and will not operate in addition to, the rate of contribution referred to in clause 42(b).
- (d) Subject to clauses 42(e), (f) and (g), superannuation contributions will be made into the Fund.
- (e) Strait Link will make superannuation contributions to the Fund where an employee has not nominated their own choice of fund and no stapled fund exists for the employee.
- (f) Strait Link will not promote to Transport Workers any superannuation fund other than the Fund or otherwise encourage Transport Workers to seek to have their superannuation contributions paid into a superannuation fund other than the Fund.
- (g) Clause 42(d) will not operate to affect any arrangement in place at the Operative Date under which Strait Link is, at a Transport Worker's request, making superannuation contributions on behalf of the Transport Worker to a superannuation fund other than the Fund.

43. Payroll deductions

43.1 Union Membership

- (a) Strait Link must deduct Union membership fees (not including fines or levies) from the pay of any Transport Worker, provided that:
 - (i) the Transport Worker has authorised Strait Link to make such deductions in accordance with clause 43.1(b);
 - (ii) the Union has advised Strait Link of the amount to be deducted for each pay period applying at Strait Link's workplace and any changes to that amount; and
 - (iii) deduction of Union membership fees will only occur in each pay period in which payment has or is to be made to a Transport Worker. For the avoidance of doubt, Union membership fees will not be deducted from termination payments made to a Transport Worker unless expressly authorised by the Transport Worker in writing.
- (b) The Transport Worker's authorisation for the purposes of clause 43.1(a)(i) must be in writing and must authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises Strait Link to deduct.

- (c) Monies so deducted from a Transport Worker's pay will be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at Strait Link's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to Transport Workers' membership accounts, including, but not limited to, names, addresses and phone numbers.
- (d) The Union must advise Strait Link of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice must be in the form of a schedule of fees to be deducted specifying weekly, fortnightly, monthly or quarterly as the case may be. The Union must give Strait Link a minimum of 2 months' notice of any such change.
- (e) A Transport Worker may at any time revoke in writing an authorisation to Strait Link to make payroll deductions of Union membership fees.
- (f) The above provisions will take effect from the beginning of the first pay period to commence on or after 2 months after the Operative Date.

43.2 Other Deductions

- (a) All non-statutory, agreed and subsequently authorised deductions from a Transport Worker's wages will be applied to the purpose of the deduction:
 - (i) within 30 days of the deduction occurring; or
 - (ii) no later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than 30 days.
- (b) Strait Link must generate and maintain records of the following transactions:
 - (i) Deductions: Such deductions will appear on the Transport Worker's next pay advice; and
 - (ii) Payments to recipient institutions: The Transport Workers will be advised in writing that Strait Link has remitted the deduction to the recipient institution in the Transport Worker's next pay advice. Strait Link must provide the Transport Worker with evidence that such a payment has been made on the request of the Transport Worker.

Section 5 – Safety and related matters

44. Compliance with Obligations

- (a) Strait Link will:
 - (i) comply with all applicable workplace health and safety legislation (and codes of practice arising under such legislation);
 - (ii) comply with all applicable "chain of responsibility" legislation;

- (iii) comply with any law regulating maximum driving and working hours and minimum rest times.
 - (b) The Transport Workers and the Union will:
 - (i) take all reasonable steps to assist Strait Link meet the obligations in clause 44(a);
 - (ii) comply with any obligations imposed on them by the legislation and codes of practice referred to in clause 44(a); and
 - (iii) participate in forums convened by Strait Link from time to time to discuss safety matters.
-

45. Site inductions

- (a) A new Transport Worker, and workers engaged by Outside Hire commencing work with Strait Link will receive induction training from Strait Link that will include:
 - (i) occupational health and safety;
 - (ii) the Drug and Alcohol Policy and Procedures;
 - (iii) the Blue Card WHS Induction and Skills Passport;
 - (iv) their rights and obligations under this Agreement; and
 - (v) the importance of supporting a culture of continuous improvement and of assisting Strait Link to meet its commitments to its customers.
- (b) As part of the site induction process or at another suitable time, representatives of the Union will be given an opportunity to induct into the Union all new Transport Workers, Outside Hire workers, and existing Transport Worker/Outside Hire workers who have not previously been inducted into the TWU, in accordance with the following procedure:
 - (i) the induction will take place on a site at which work is being performed, at the request of the Union;
 - (ii) all inductions will contain no more than 15 Transport Workers in each group;
 - (iii) a room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
 - (iv) 30 clear minutes will be allowed for the induction to take place;
 - (v) Transport Workers will receive no less than their usual or (where they have yet to commence work) their proposed rate of pay for the duration of the induction.
 - (vi) prior to the induction there will, at the Union's request, be posted in a prominent position accessible to all Transport Workers a Union generated notice describing the purpose of the induction and setting out any other relevant information.
- (c) To facilitate Union inductions, Strait Link will at a local level provide the Union with reasonable notice as to when Transport Worker inductions are to occur.

- (d) Where Union inductions do not occur at the same time as Strait Link conducts a Transport Worker induction or in conjunction with other Union training, the relevant Union organiser and Strait Link manager will agree on a mutually suitable time for the Union induction to occur, which must be within 30 days of that discussion.

46. Health and Safety Committees

- (a) Strait Link will establish Health and Safety Committees in consultation with Transport Workers and the Union, in accordance with applicable legislation.
- (b) When determining the constitution of a Work Group, who will be members of the Health and Safety Committee and the process for the election of a Health and Safety Representative (HSR) or Deputy Health and Safety Representative (DHSR) Strait Link will consult with Transport Workers and the Union.
- (c) Strait Link will ensure that all members of its Health and Safety Committees, HSRs and DHSRs are provided with the appropriate and accredited WHS training as required under applicable legislation within 3 months of their election.
- (d) Strait Link will ensure that all Transport Workers that perform driving duties, together with allocation staff and fleet controllers, are competent to manage fatigue, which may include, at Strait Link's discretion, providing the Transport Workers with the opportunity and time to attend driver fatigue management programs.
- (e) Subject to prior notification and supervisor approval, Strait Link will pay for the training courses and programs referred to in this clause 46 and all other reasonable expenses, which would otherwise be incurred by attendees of the course. Further, attendees will receive no less than their usual pay whilst attending such courses. For the avoidance of doubt, no training will be paid for unless prior express approval is given by Strait Link to the training being undertaken by relevant Transport Workers.
- (f) Following consultation with the HSRs and DHSRs, and subject to any statutory obligations binding on Strait Link to the contrary, it will be entirely a matter for Strait Link to determine what person, firm, organisation or company provides Transport Workers with any training required under this Agreement. Strait Link will ensure that any person appointed to provide training has expertise in the transport sector, which may but will not necessarily include the Union.
- (g) Strait Link will not in any way hinder or seek to pressure or influence an HSR or DHSR in the performance of their duties.

47. Safe system of work

Strait Link and the Transport Workers will take all reasonable steps to ensure that all work performed by Transport Workers is performed in accordance with a safe system of work which must include, where appropriate but not necessarily limited to the following:

- (a) Ensuring that all transport work is performed in accordance with documented safe scheduling plans and shift rosters that take account of the following:
 - (i) the trip to be undertaken by a driver;

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

48. Strait Link's drug and alcohol policy

- (a) Strait Link has a Drug and Alcohol Policy that applies to all Employees.
- (b) All Employees are required to present for each shift fit for duty and remain fit for duty for the duration of the shift.
- (c) The Transport Workers acknowledge and agree that the Drug and Alcohol Policy and Procedures operate in conjunction with, and not in replacement of, any other drug or alcohol testing procedures that Strait Link is now, or may later be, required to implement as a result of governmental, regulatory or customer demands.

49. Uniforms and protective clothing

- (a) Strait Link will provide Transport Workers with appropriate uniforms, protective clothing and personal protective equipment (PPE) for the work the Transport Workers are performing.
- (b) The Transport Workers will wear the uniforms and protective clothing provided to them.
- (c) The Transport Workers will utilise any PPE provided to them by Strait Link. However, if a Transport Worker has an objection to doing so, the objection will be dealt with in accordance with the dispute resolution procedure in clause 14.
- (d) Transport Workers will not alter, modify or change the appearance of uniforms, protective clothing and PPE provided to them by Strait Link in any manner contrary to operating instructions or training or in a manner which is likely to affect the performance of that clothing or PPE. Transport Workers will not alter, modify or change the appearance of uniforms provided to them by Strait Link in a manner or to an extent which would hinder or deface company identification.
- (e) Transport Workers will keep all uniforms, protective clothing and PPE in a clean, neat and tidy condition.
- (f) Uniforms, protective clothing and PPE will be returned by a Transport Worker on termination of employment.
- (g) Supply of the following items and clothing and safety wear shall be to each Strait Link permanent employee:

Quantity	Item	Frequency
4	Work trousers or shorts	Annually
4	Short or Long-sleeved shirts	Annually
1	Safety Boots	Annually
2	Jumpers	Annually
2	Winter jacket or Wet Weather jacket (or combination of both)	Annually
1	Freezer Jacket (if applicable)	As required

50. Blue Card WHS Induction and Skills Passport

- (a) Strait Link will ensure that all Transport Workers, and will take all reasonable steps to ensure that Outside Hire workers undertake the Blue Card WHS Induction and Skills Passport Program.
- (b) All existing Transport Workers who at the Operative Date have not been trained in the Blue Card WHS Induction and Skills Passport Program will be trained in the Blue Card WHS Induction and Skills Passport Program. Such training is to occur within 12 months of the Operative Date, and will be conducted by a licensed Blue Card WHS Induction and Skills Passport training provider, in conjunction with Strait Link and the Union.
- (c) Strait Link will take all reasonable steps to ensure that Outside Hire workers who at the Operative Date have not been trained in the Blue Card WHS Induction and Skills Passport Program will be trained in the Blue Card WHS Induction and Skills Passport Program. Such training is to occur within 12 months of the Operative Date, and will be conducted by a licensed Blue Card WHS Induction and Skills Passport training provider, in conjunction with Strait Link and the Union.
- (d) The Parties recognise:
 - (i) That the Blue Card is an entry level WHS training program that should be promoted throughout the transport industry;
 - (ii) That a Blue Card operates as a “Skills Passport” that allows for other competencies and qualifications to be recorded on the Blue Card;
 - (iii) that safety and induction training should where possible exceed the requirements of Blue Card WHS Induction and Skills Passport; and
 - (iv) the importance of maintaining and enhancing Blue Card requirements through their involvement in TEACHO.

Section 6 – The Strait Link and Union Relationship

51. Union Recognition

- (a) Strait Link recognises the Union as the union capable of representing Transport Workers and acknowledges that the Union has the right to organise Transport Workers in the workplace.
- (b) Consistent with its recognition of the rights of Transport Workers to freely associate with the Union, Strait Link will provide the Union with reasonable access to Strait Link's premises for the purpose of holding discussions with the Transport Workers for any purpose connected with this Agreement, provided however that:

- (i) the Union provides Strait Link with reasonable notice of its intention to attend the premises;
 - (ii) any attendance does not disrupt Strait Link's business at the premises; and
 - (iii) the Union's representative(s) comply with any reasonable request from Strait Link in relation to any WHS requirement that applies at the premises.
- (c) Nothing in this clause or in this Agreement more broadly is intended to provide a right of entry contrary to the provisions of section 194(f) and/or 194(g) of the Act.
-

52. Cooperative Engagement

- (a) Strait Link is committed to being an industry leader and employer of choice, and to working with the Union to achieve appropriate rates of pay and conditions of employment throughout the industry.
- (b) Strait Link recognises that regulatory reform in the transport industry has the potential to improve safety and sustainability within the industry. Strait Link will have constructive discussions with the Union and lawmakers in respect of any such proposed regulatory reforms.
- (c) Strait Link recognises that specialist government institutions and regulators may provide a forum in which to seek improvements in the industry. Strait Link commits to consulting with the Union, including through the Advisory Forum, as to how such institutions and regulators may be used to achieve that purpose.
- (d) The Parties commit to working together to pursue the following improvements in the industry:
 - (i) Implementation of legislation designed at improving safety and conditions within the transport industry
 - (ii) Enforceable safe and fair rates and conditions for all workers in all parts of the transport industry (including 'New Economy' workers);
 - (iii) planning requirements for the safe, fair and legal performance of work before the driver gets behind the wheel;
 - (iv) 30 day maximum payment terms for Fleet Operators and Owner-Drivers;
 - (v) the implementation of, and application by Strait Link of appropriate cost recovery criteria to ensure at least cost recovery and sustainable operations for Fleet Operators, together with fair and appropriate tendering processes;
 - (vi) enforceable supply chain accountability;
 - (vii) readily accessible and binding dispute provisions including powers to make binding determinations in respect of supply chain participants;
 - (viii) effective enforcement of both proactive obligations and breaches; and
 - (ix) preventing the exploitation of non-resident visa workers (including workers holding student visas) by requiring that Fleet Operators:

- i. prioritise the training and utilisation of local workers; and
 - ii. ensuring that any workers holding non-resident visas receive the same entitlements as local workers.
 - (e) Strait Link and the Union will collaborate on means to achieve a harmonisation of fatigue management laws and regulations applying across Australia.
 - (f) Strait Link will engage constructively with the Union on changes that might be made to the Award or the award system (and any legislative reform necessary to make such applications), to provide for fairer, safer rates and conditions for all workers in the industry and appropriate supply chain accountability.
 - (g) Strait Link will give genuine consideration to any reasonable requests from the Union for the secondment of Transport Workers to the Union, on an unpaid basis, for up to 6 months.
 - (h) Strait Link will facilitate 6 (bi-monthly) paid yard meetings each year of 30 minutes duration at which the Union will have the opportunity to address Transport Workers. Strait Link and the Union will consult on organising the most effective time for yard meetings to occur. This clause will not affect any existing arrangement allowing for more frequent meetings.
-

53. Consultative meetings

53.1 Site Consultative Committee

- (a) Where requested by Employees or the Union, Strait Link will set up a consultative committee. The Consultative Committee will be made up of Union Delegates, relevant Union Officials and local management.
 - (b) The consultative committee will meet as regularly as agreed.
 - (c) The purpose of the consultative committee will be to discuss matters such as:
 - (i) Lifting performance at the branch;
 - (ii) The operation of this Agreement;
 - (iii) Operating, cultural and efficiency standards within the branch; and
 - (iv) Proactively dealing with any work-related issues as they arise.
-

54. Ensuring fair labour practices

Strait Link will work with the TWU to establish a framework for the development of agreed international standards for Strait Link operations to ensure that substandard practices and systems do not undermine standards in Australia including the following:

- (a) international safety standards and culture;
- (b) international labour standards in Strait Link operations based on International Labour Organisation (ILO) standards (including, where agreed, support for international

application of standards consistent with ILO Guidelines on the Promotion of Decent Work and Road Safety in Transport);

- (c) dispute settlement procedures and consultation;
 - (d) pursuit of an ILO “safety and health in road transport” convention; and
 - (e) international sharing of information about industry developments, including “new economy” issues.
-

55. Union Delegates

55.1 Identification of delegates

The Union must provide Strait Link with a complete list of all Union delegates in Strait Link, and ensure that Strait Link is promptly advised of any changes to the list as required.

55.2 Delegates’ rights and responsibilities

- (a) Strait Link acknowledges that each Union delegate is entitled to:
 - (i) be treated fairly and to perform their role as Union delegate or workplace representative without any discrimination or victimisation;
 - (ii) recognition by Strait Link that Union delegates speak on behalf of the Union members in the workplace;
 - (iii) bargain collectively on behalf of Union members in the workplace;
 - (iv) consultation on matters affecting Union members;
 - (v) paid time off to represent the interests of members to the Company, but only where such paid time off is provided for in this Agreement;
 - (vi) address new Transport Workers about the benefits of Union membership at the time that they commence work with Strait Link in accordance with clause 43.1;
 - (vii) participate in an induction process under the Union induction clause in this Agreement in accordance with clause 45;
 - (viii) discuss Union and workplace matters with all Transport Workers at the workplace who consent to such discussions, which will take place during breaks or outside of business hours;
 - (ix) reasonable access to a telephone, facsimile, photocopying, internet and email and office facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union; and
 - (x) place Union information on a notice board in a prominent location in the workplace.
- (b) Strait Link acknowledges, and will in no way hinder, the following functions of Union delegates:

- (i) to provide awareness and understanding of the Union's aims and achievements whenever possible;
 - (ii) to know the profile of Union members in the workplace;
 - (iii) to recruit and involve Transport Workers in the Union and its activities;
 - (iv) to be approachable and helpful to Union members in the workplace;
 - (v) to seek out and encourage other Union members to take on roles and responsibilities;
 - (vi) to provide up to date and relevant Union information to Union members in the workplace;
 - (vii) to represent the views of the members;
 - (viii) to represent Union members fairly and accurately in negotiations and in relation to individual grievances;
 - (ix) subject to clause 55.3(f) to represent Union members in proceedings before the FWC, courts or similar tribunals; and
 - (x) to keep in regular contact with the Union Organiser and other Union representatives in the workplace about matters pertaining to the workplace.
- (c) Union delegates also have responsibilities (as do all persons engaged by Strait Link), which include:
- (i) acting in manner consistent with and appropriate to their role;
 - (ii) raising workplace issues in a timely fashion and working co-operatively to resolve issues;
 - (iii) dealing appropriately with all Transport Workers; and
 - (iv) using equipment made available in a manner consistent with Strait Link policies, provided that this commitment will not preclude a delegate from exercising his or her representational role in an appropriate manner.
- (d) For the avoidance of doubt, Union delegates at a particular site are entitled to represent any Strait Link People casuals who are engaged at that site.
- (e) Any reference to Union delegates in this clause, includes co-delegates.

55.3 Delegates' leave

- (a) Strait Link will provide Union delegates with paid leave of up to 10 days per annum (in addition to two days' paid leave to attend the annual union delegates' conference and attendance at enterprise agreement report back meetings) to attend Union delegates' meetings, Union training or the annual Union delegates conference or other Union campaign activity which is consistent with this Agreement, provided that this commitment will not preclude the Union from exercising its organisational objectives in an appropriate manner.

- (b) To ensure the smooth running of Strait Link operations, Union delegates will be released by Strait Link for paid leave on the following basis:
 - (i) for yards with 20 or fewer Transport Workers - 1 delegate; and
 - (ii) for yards with more than 21 Transport Workers but fewer than 200 Transport Workers - 2 delegates.
- (c) Prior to Strait Link agreeing to release a delegate, the Union will provide Strait Link with no fewer than 7 days' notice in writing of such a request for the release of delegates.
- (d) In addition to the leave referred to above, delegates will be able to take paid leave to represent Union members in proceedings before the FWC or similar tribunals provided that:
 - (i) the request for any leave is reasonable; and
 - (ii) Strait Link will only release a delegate if the proceedings relate to or affect a site at which the delegate works.
- (e) Strait Link will not be required to release a delegate to attend more than 2 delegates' meetings per quarter provided that delegates may attend up to 2 delegates meetings in addition to the annual delegates conference in the quarter in which such conferences are held.
- (f) Delegates who take leave under this clause will be paid for each day of the leave at their Average Earnings.

55.4 Delegates' training

Strait Link will give genuine consideration to requests for delegates to undergo Certificate IV training, at Strait Link's cost, on a case by case basis. Any approval for such training may be conditional on such terms as Strait Link may reasonably impose, including the ability to recover the cost of the training from the delegate if they leave Strait Link's employ soon after completing the training. Strait Link will consult with the Union on these terms.

Section 7 – Fleet Operators

56. Fleet operators

56.1 Engagement of Fleet Operators

- (a) Strait Link is committed wherever possible to only utilising Fleet Operators who utilise employee drivers. Strait Link will only engage Fleet Operators who engage non-employee drivers where it is not practicable to engage a Fleet Operator with only employee drivers.
- (b) When a new Fleet Operator is being engaged at a site during the operation of this Agreement Strait Link will inform the Union.
- (c) Each new Fleet Operator will be required to execute a freight cartage agreement (**FCA**) with Strait Link which must contain the clauses set out in Part C of this Agreement. No

term of the FCA or any other agreement between or relating to Strait Link and the Fleet Operator must alter the operation of the clauses set out in Part C of this Agreement.

- (d) Strait Link will require that Existing Fleet Operators also execute a FCA within 3 months of the Operative Date. As long as Strait Link has pursued that requirement through and in accordance with the process set out in clause 56.3 and has reported any failure to procure execution of a FCA, then Strait Link will be taken not to be in breach of its obligation to require execution under this clause.
- (e) Prior to any Fleet Operator commencing on site, each worker of the Fleet Operator must participate in a site induction. During that induction a Union official will be given an opportunity to address the Fleet Operator's workers for a maximum of 30 minutes.
- (f) Subject to operational requirements, where an Owner Driver, engaged by a Fleet Operator, has been exclusively engaged to perform work for Strait Link on a regular and systematic basis for more than 6 months, the Owner Driver may elect to become a permanent Owner Driver with Strait Link directly, within the specific business unit at which the Owner Driver is engaged. Strait Link must engage that Owner Driver if they so elect.

56.2 Rates

- (a) Strait Link will require that all Fleet Operators pay their employees, whilst performing work on behalf of Strait Link a rate of pay that is at least 10% higher than the applicable Award rate.
- (b) Nothing in clause 56.2(a) is intended to allow a Fleet Operator to reduce the rates being paid to its employees, and Strait Link agrees not to allow the clause to be used for that purpose.

56.3 Compliance

- (a) As soon as practicable after the Operative Date, Strait Link will send a letter to all Existing Fleet Operators:
 - (i) advising them of Strait Link's requirements of them, consistent with this clause 56; and
 - (ii) enclosing a copy of the FCA for their signature and return.
- (b) Where:
 - (i) the Union informs (on reasonable grounds) Strait Link; or
 - (ii) Strait Link becomes aware,
- (g) that a Fleet Operator has not, or may not have, complied with a requirement of the FCA or other obligations, Strait Link will as soon as practicable investigate the alleged non-compliance and, where necessary, take measures to have the Fleet Operator rectify the breach. Strait Link will consult with the Union about the outcome of the investigation, including the nature of any breaches discovered and the steps taken to rectify those breaches. Strait Link will, where practicable, complete the investigation within 30 days of notification by the Union. Strait Link will provide the Union with access to such documents as it has in its possession to verify these matters provided that it will not be

required to disclose confidential or commercially sensitive material. Any information received by the Union during the course of such consultation will be treated in the strictest confidence by the Union. Such information may include run sheets provided by the Fleet Operator or other information necessary to complete the investigation.

- (h) Clause 56.3(g) does not limit the ability of the Union to access the records of Fleet Operators under the terms of the FCA set out in Part C.

56.4 Notification and reporting

- (a) In September each year in the Term, Strait Link will provide to the Union a written list of all Fleet Operators then engaged by Strait Link at each site including:
 - (i) the names of the Fleet Operators;
 - (ii) the business unit(s) in which each Fleet Operator is engaged;
 - (iii) the site at which each Fleet Operator works;
 - (iv) the number of drivers employed by each Fleet Operator who are performing work for Strait Link;
 - (v) whether any workers are non-employees; and
 - (vi) Whether any Fleet Operator has previously been identified as being in breach of any obligations arising under this Agreement or any other instruments and whether they have executed a Freight Cartage Agreement.
- (b) Strait Link will provide to the Union upon request any information and/or documents which Strait Link is authorised to provide under the terms of the FCA.

56.5 Disputes over Strait Link's engagement of Fleet Operators

- (a) The Union may raise any concerns it may have with Strait Link with respect to Strait Link's engagement of a Fleet Operator.
- (b) Where a Dispute arises with respect to the engagement of any Fleet Operator, only clauses 14(a) and (g) will apply. If the Dispute is not resolved through that process the General Manager of the relevant business unit will determine the Dispute, with such determination being final.
- (c) The resolution of a Dispute in accordance with clause 56.5(b) will not preclude any Party raising the subject of the Dispute at one of the Consultation Meetings convened under clause 53 or in the Advisory Forum.

56.6 Application of clause

- (a) This clause 56 will only apply to Fleet Operators who carry full loads on behalf of Strait Link.
- (b) This clause 56 does not apply to Fleet Operators who are engaged on an ad-hoc basis or to other Fleet Operators as may be agreed from time to time with the relevant Branch Secretary of the Union.

- (c) This clause 56 and Part C does not apply to Fleet Operators who are covered by an existing industrial instrument or arrangement with the Union.

PART B – CLASSIFICATIONS AND RATES OF PAY

1. BASE WAGE RATES

As of the first pay period on or after agreement by the parties, all employees covered by the Agreement shall be paid as per the base wage rate for ordinary hours worked schedule below. The base salary rate is the rate used for Monday to Friday Workers and used in the calculation of the Aggregate Salary Rate. (it is exclusive of all allowances etc.) If there are changes to rosters and/or new rosters incorporated the base salary rate shall be used in calculating the Aggregated Salary Rate.

TWU Classification	1 July 2023	1 July 2024	1 July 2025
6	\$32.32	\$33.29	\$34.28
8	\$34.39	\$35.42	\$36.49
10	\$36.60	\$37.70	\$38.83

2. AGGREGATE SALARY RATES AND ROSTERS

The following Aggregate Roster Salary Rates are inclusive of the Base Wage Rates plus the following:

- The number of hours that each roster generates
- Shift allowances (including 30% night shift loading for Monday – Friday)
- Meal allowances
- Overtime worked according to roster (however exclusive of additional hours worked outside of roster)
 - Rostered overtime worked on night shift on a weekend (Saturday and/or Sunday) has been calculated at double time and a half.
- 5 days non-worked public holidays
- 7 days worked public holidays @ double time and a half for hours worked
- Annual leave
- Annual leave loading of 17.5%

Should the roster working hours be altered then the aggregate salary will be adjusted to reflect the change in working hours.

Should a roster be cancelled then the salary will be based on the base rate plus overtime and allowances.

Day Shift (1) – 7 Day Rotating Roster

For employees engaged on the 7 day rotating days shift roster the following weekly aggregate salary rates will be paid:

TWU Classification	1 July 2023	1 July 2024	1 July 2025
8	\$1,849.26	\$1,903.10	\$1,958.56

Each roster consists of 2 drivers and is based on a four week cycle with each shift being 11 hours in total. During the four week cycle each driver will work 14 day shifts.

Week One

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Day	Day			Day	Day	Day
Driver 2			Day	Day			

Week Two

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1			Day	Day			

Driver 2	Day	Day			Day	Day	Day
----------	-----	-----	--	--	-----	-----	-----

Week Three

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Day	Day			Day	Day	Day
Driver 2			Day	Day			

Week Four

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1			Day	Day			
Driver 2	Day	Day			Day	Day	Day

Rotating 7 Day/Night Roster

For employees engaged on the Rotating 7 Day/Night roster the following weekly aggregate salary rates will be paid:

TWU Classification	1 July 2023	1 July 2024	1 July 2025
8	\$2,079.45	\$2,140.20	\$2,202.77

Each roster consists of 4 drivers and is based on a four week cycle with each shift being 11 hours in total. During the four week cycle each driver will work 7 day shifts and 7 night shifts.

Week One

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Night	Night	Off	Off	Day	Day	Day
Driver 2			Night	Night			
Driver 3			Day	Day			
Driver 4	Day	Day	Off	Off	Night	Night	Night

Week Two

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1			Night	Night			

Driver 2	Day	Day	Off	Off	Night	Night	Night
Driver 3			Off	Off	Day	Day	Day
Driver 4			Day	Day			

Week Three

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Day	Day	Off	Off	Night	Night	Night
Driver 2			Day	Day			
Driver 3			Night	Night			
Driver 4	Night	Night	Off	Off	Day	Day	Day

Week Four

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1			Day	Day			
Driver 2	Night	Night	Off	Off	Day	Day	Day
Driver 3			Off	Off	Night	Night	Night
Driver 4			Night	Night			

Simplot Ulverstone

For employees engaged on the Simplot Ulverstone roster the following weekly aggregate salary rates will be paid.

TWU Classification	1 July 2023	1 July 2024	1 July 2025
8	\$2079.45	\$2140.20	\$2202.77

Each roster consists of 8 drivers (2 Vehicles) and is based on a eight week cycle with each shift being 11 hours in total.

Week One

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Day	Day	Day	Off	Off	Night	Night
Driver 2	Night	Night	Night	Off	Off	Day	Day
Driver 3	Off	Off	Off	Day	Day	Day	Day
Driver 4	Off	Off	Off	Night	Night	Night	Night
Driver 5	Off	Off	Night	Night	Night	Off	Off
Driver 6	Off	Off	Day	Day	Day	Off	Off
Driver 7	Day	Day	Off	Off	Off	Off	Off
Driver 8	Night	Night	Off	Off	Off	Off	Off

Week Two

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Night	Night	Off	Off	Off	Off	Off
Driver 2	Day	Day	Off	Off	Off	Off	Off
Driver 3	Off	Off	Night	Night	Night	Off	Off
Driver 4	Off	Off	Day	Day	Day	Off	Off
Driver 5	Day	Day	Day	Off	Off	Night	Night
Driver 6	Night	Night	Night	Off	Off	Day	Day
Driver 7	Off	Off	Off	Day	Day	Day	Day
Driver 8	Off	Off	Off	Night	Night	Night	Night

Week Three

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Off	Off	Off	Night	Night	Night	Night
Driver 2	Off	Off	Off	Day	Day	Day	Day
Driver 3	Day	Day	Day	Off	Off	Night	Night
Driver 4	Night	Night	Night	Off	Off	Day	Day
Driver 5	Night	Night	Off	Off	Off	Off	Off
Driver 6	Day	Day	Off	Off	Off	Off	Off
Driver 7	Off	Off	Night	Night	Night	Off	Off
Driver 8	Off	Off	Day	Day	Day	Off	Off

Week Four

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Off	Off	Day	Day	Day	Off	Off
Driver 2	Off	Off	Night	Night	Night	Off	Off
Driver 3	Night	Night	Off	Off	Off	Off	Off
Driver 4	Day	Day	Off	Off	Off	Off	Off
Driver 5	Off	Off	Off	Night	Night	Night	Night
Driver 6	Off	Off	Off	Day	Day	Day	Day
Driver 7	Day	Day	Day	Off	Off	Night	Night
Driver 8	Night	Night	Night	Off	Off	Day	Day

Week Five

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Night	Night	Night	Off	Off	Day	Day
Driver 2	Day	Day	Day	Off	Off	Night	Night
Driver 3	Off	Off	Off	Night	Night	Night	Night
Driver 4	Off	Off	Off	Day	Day	Day	Day
Driver 5	Off	Off	Day	Day	Day	Off	Off
Driver 6	Off	Off	Night	Night	Night	Off	Off

Driver 7	Night	Night	Off	Off	Off	Off	Off
Driver 8	Day	Day	Off	Off	Off	Off	Off

Week Six

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Day	Day	Off	Off	Off	Off	Off
Driver 2	Night	Night	Off	Off	Off	Off	Off
Driver 3	Off	Off	Day	Day	Day	Off	Off
Driver 4	Off	Off	Night	Night	Night	Off	Off
Driver 5	Night	Night	Night	Off	Off	Day	Day
Driver 6	Day	Day	Day	Off	Off	Night	Night
Driver 7	Off	Off	Off	Night	Night	Night	Night
Driver 8	Off	Off	Off	Day	Day	Day	Day

Week Seven

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Off	Off	Off	Day	Day	Day	Day
Driver 2	Off	Off	Off	Night	Night	Night	Night
Driver 3	Night	Night	Night	Off	Off	Day	Day
Driver 4	Day	Day	Day	Off	Off	Night	Night
Driver 5	Day	Day	Off	Off	Off	Off	Off
Driver 6	Night	Night	Off	Off	Off	Off	Off
Driver 7	Off	Off	Day	Day	Day	Off	Off
Driver 8	Off	Off	Night	Night	Night	Off	Off

Week Eight

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Off	Off	Night	Night	Night	Off	Off
Driver 2	Off	Off	Day	Day	Day	Off	Off
Driver 3	Day	Day	Off	Off	Off	Off	Off
Driver 4	Night	Night	Off	Off	Off	Off	Off

Driver 5	Off	Off	Off	Day	Day	Day	Day
Driver 6	Off	Off	Off	Night	Night	Night	Night
Driver 7	Night	Night	Night	Off	Off	Day	Day
Driver 8	Day	Day	Day	Off	Off	Night	Night

Boomerang

For employees engaged on the Boomerang roster the following weekly aggregate salary rates will be paid:

TWU Classification	1 July 2023	1 July 2024	1 July 2025
8	\$2,212.64	\$2,277.38	\$2,344.07

Roster consists of 2 drivers and is based on a two-week cycle with varied shift hours as per below.

Week One

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	11	Off	Off	14	11	Off	Off
Driver 2	Off	14	11	Off	Off	14	7.6

Week Two

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Driver 1	Off	14	11	Off	Off	14	7.6
Driver 2	11	Off	Off	14	11	Off	Off

PART C – FREIGHT CARTAGE AGREEMENT CLAUSES

1. Contractor Obligations

In performing the Services, the Contractor will:

- (a) comply with all relevant statutes and regulations relating to the performance of work under this Agreement and with all relevant statutes and regulations relating to the Vehicles, its drivers and other relevant employees, and the performance of work, including without limitation by ensuring that:
 - (i) it complies with all agreements, awards, determinations and orders applicable to its drivers and other relevant employees;
 - (ii) without limiting the generality of (i) above, it complies with all its obligations under relevant occupational health and safety laws dealing with fatigue and does everything necessary to comply with or demonstrate compliance with such obligations, including but not limited to the preparation and maintenance of a driver fatigue management plan (referred to in this Agreement as a "Safe Driving Plan") which addresses the issues set out below, the recording of such details on a daily basis concerning the provision of the Services under this Agreement as Strait Link reasonably requires and the provision to Strait Link of such records, which shall include, but not be limited to, the following:
 - A. start times;
 - B. rest breaks which must be taken in accordance with the legislative requirements with respect to the limitation on driving hours stoppages and/or delays suffered and the reasons why;
 - C. arrival and departure times for journey performed;
 - D. finishing time;
 - E. total hours worked;
 - F. the cumulative effects of fatigue over more than one day; and
 - G. the effect of time of day or night on fatigue,and such records must be kept on a daily basis and where practicable handed to the relevant manager/supervisor at the end of each day and must be declared and signed by the Contractor as true and correct;
 - (iii) all Vehicles are registered as required and all necessary insurances are in force in respect of the Vehicles;
 - (iv) it has obtained and will maintain in force all licences and permits as are required by persons engaged in its business and who perform the things it is required to do by this Agreement and will comply with the terms of all such licences and permits;

- (v) without limiting the generality of (i) and (iv) above, it maintains a Workers' Compensation Certificate of Currency for all drivers and other relevant employees performing work related to the provision of the Services;
 - (vi) without limiting the generality of (i) above, it complies with its obligations and made all payments required under Superannuation legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1992 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth);
 - (vii) has paid and will continue to pay all taxes and fees relating to the ownership or use of the Vehicles;
- (b) maintain good industrial and employee relations with its drivers, other relevant employees and industrial organisations or bodies, to ensure performance of the Services in accordance with this Agreement;
 - (c) immediately inform Strait Link's representative of, and take all actions necessary to prevent or bring to an end, threatened or actual industrial action or any dispute or other matter affecting the drivers or other relevant employees, agents or contractors which may adversely impact the performance of the Services;
 - (d) subject to (e) below, directly employ all of the drivers it utilises to perform work related to the Services;
 - (e) not engage owner-drivers to perform work related to the Services unless it has the express written consent of Strait Link to do so, such consent to be given only where the Contractor is able to demonstrate to the satisfaction of Strait Link that the work cannot be practicably performed by employee drivers;
 - (f) ensure that where it has received the consent required by (e), above, it engages only bona fide owner-drivers and will not permit any sham contracting arrangements and agrees that all compliance, records keeping, training and rates provisions of this agreement apply to those owner-drivers as if they were employees;
 - (g) not contract out all or any part of the work related to the Services and must immediately inform Strait Link if it is unable, or has reason to believe it will become unable, to perform all or any part of the work related to the Services.

2. Contractors Statement

4.1 In addition to all other obligations arising pursuant to this Agreement, the Contractor must provide to Strait Link, at the time that it issues an invoice to Strait Link in accordance with this Agreement, a written statement confirming that:

- (a) all remuneration payable to the Contractor's employees and/or owner-drivers for work done under this Agreement, during the period to which the invoice relates, has been paid;
- (b) all worker's compensation insurance premiums payable by the Contractor for the work done in connection with this Agreement have been paid and that a valid and accurate Certificate of Currency (or its equivalent) has been maintained; and

- (c) the Contractor is either registered, or is not required to register, as an employer under the Pay-Roll Tax Act and that all payroll tax payable by the Contractor for the relevant employees and/or owner-drivers during the term of this Agreement has been paid; and
- (d) the Contractor has complied with and made all payments required by the Superannuation legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1992* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth).

4.2 Where the Contractor fails to provide such a statement:

- (a) Strait Link will be entitled to withhold payment of any monies owed to the Contractor until such time as the Contractor provides Strait Link with such a statement; and
- (b) the Contractor must indemnify and keep indemnified Strait Link from all suits, actions, claims, demands and other liabilities that a third party may have resulting either directly or indirectly from the failure of the Contractor as described in this paragraph.

3. Records Audit

- 3.1 The Contractor must provide to Strait Link on request the Contractor's Records, for the purposes of enabling Strait Link to perform an audit.
- 3.2 The Contractor agrees that the Records may be made available by Strait Link to the Transport Workers Union of Australia, for their inspection. In such circumstances the Contractor agrees that it will take reasonable steps to ensure that its employees are made aware of the following:
 - (a) the identity of Strait Link and how to contact the Strait Link Authorised Representative;
 - (b) that the individual employee is able to gain access to the information;
 - (c) the purpose for which the information is collected;
 - (d) the organisation to which Strait Link may disclose the information
 - (e) any law that requires particular information to be collected; and
 - (f) the main consequences (if any) for the individual if all or part of the information is not provided.
- 3.3 The Contractor agrees that the primary purpose for which Strait Link is conducting the audit is to ensure that the Contractor has abided by its Award obligations in relation to the payments it makes to its employees and that it has abided by its legislative obligations including, but not limited to, the payment of superannuation, obligations arising under the relevant occupational health and safety legislation and compliance with legislative driving hours.
- 3.4 Where, after an inspection has been conducted by Strait Link, Strait Link is satisfied that the Contractor has not complied with one or more of its obligations pursuant to an Award, legislative obligations or any of its obligations contained in this agreement, the Contractor shall be issued with a breach notice by a Strait Link representative, requiring rectification of the breach within 7 days.

3.5 Where the Contractor continues with the breach after having been issued with the breach notice or commits a further breach, Strait Link will terminate this agreement.

3.6 For the purposes of this clause:

"Award" means an award, enterprise agreement or other industrial agreement which has been made or approved by the Fair Work Commission or other state industrial tribunal.

"Records" means, but is not limited to, records required to be kept in accordance with this Agreement or any legislation or Award and/or any records required to show compliance with the Agreement or any legislation or Award including records relating to the remuneration of employees or other records relating to the employees that are required to be kept by the Contractor by under this Agreement or under the Fair Work Act, (as amended from time to time), or under an industrial instrument, or any other records which Strait Link may request from time to time as evidence of proof of payment to an employee of his or her wages, records which must be kept by the employer which evidence compliance with driving hours legislation, OHS legislation, including evidence of **"Safe Driving Plans"** or the like and records relating to insurance policies, Workers Compensation and Superannuation, which are required to be kept in accordance with this Agreement or any other legislation.

4. Compulsory Induction Training

6.1 The Contractor, prior to commencing work with Strait Link at the applicable site, must participate in compulsory induction training.

6.2 The Contractor will not be allowed to perform any work for Strait Link until such training has been completed by all of its employees who will be working at the relevant Strait Link site.

6.3 The Contractor must also ensure that all of its employees who will perform work for Strait Link are Blue Card WHS Induction and Skills Passport accredited by participating in the Blue Card WHS Induction and Skills Passport Program.

5. Site Rates

The following clause must be contained in all Freight Cartage Agreements applying to Fleet Operators (excluding Existing Fleet Operators) providing Services at or in connection with a Strait Link site:

The Contractor must pay employees performing work relating to Services to be provided under this Agreement, at rates of pay that are at least 10% higher than those applicable under the relevant Modern Award (the **"Modern Award"**).

Signed for and on behalf of Strait Link Shipping Pty Limited:



Signature of authorised person

General Manager

Hayden Stewart Terminalist Logistics
Name and position of authorised person in full


37 River Rd

Wivenhoe 7320 TAS

Address

23/05/2024

Date of signing



Signature of witness

Emily Smith

Name of witness in full

37 River Road

Wivenhoe TAS 7320

Address

23/5/2024

Date of signing

Signed for and on behalf of the Transport Workers Union of Australia in its capacity as a bargaining representative:



Signature of bargaining representative

Mem Suleyman, Branch Secretary

Name and position of bargaining representative in full

52 - 56 Rouse Street

Port Melbourne VIC 3207

Address

23 May 2024

Date of signing



Signature of witness

Bill Baarini

Name of witness in full

52-56 Rouse Street

Port Melbourne VIC 3207

Address

23 May 2024

Date of signing