

## Transport Workers' Union of Australia

### National Office

a. 447 Kent St Sydney NSW 2000  
t. 02 8114 6500

ABN 18 559 030 246



24 November 2025

Kuwthar Aumarah  
Associate to Justice Hatcher, President  
Level 11, Terrace Tower  
80 William Street  
EAST SYDNEY NSW 2011

**BY EMAIL:** Chambers.Hatcher.J@fwc.gov.au

Dear Associate

### MS2024/1&2 – Draft Minimum Standards Orders – Last Mile

We refer to the above-named matter and to His Honour's amended directions dated 21 November 2025.

Please accept as filed the three (3) **enclosed** draft Minimum Standards Orders (**draft MSOs**) prepared by the Transport Workers' Union of Australia (**TWU**) in these matters.

Two of the draft MSOs enclosed have been prepared by the TWU and propose a framework for the setting of minimum standards in the last mile sector as follows:

1. a draft MSO applying to regulated road transport contractors performing last mile work; and
2. a draft MSO applying to employee-like workers performing last mile work in the road transport industry.

---

NSW/QLD/VIC/TAS (Interim Governance)  
Branch Secretary **Richard Olsen**  
NSW: 1800 729 909  
Qld: 07 3890 3066  
Vic/Tas: 1300 727 614

SA/NT Branch  
Secretary  
**Sam McIntosh**  
08 8346 4177

WA Branch  
Secretary  
**Tim Dawson**  
08 6313 3000

## Transport Workers' Union of Australia

### National Office

a. 447 Kent St Sydney NSW 2000  
t. 02 8114 6500

ABN 18 559 030 246



We also enclose a draft MSO arising from discussions during the Road Transport Advisory Group process. The draft consent MSO for regulated road transport contractors performing last mile work reflects, for all intents and purposes, what we understand to be a potential consent position with some interested parties in these proceedings.

Please contact Lorraine Biviano on 0419 302 121 or by email: [lorraine.biviano@twu.com.au](mailto:lorraine.biviano@twu.com.au) should any additional information be required.

Yours faithfully



Lorraine Biviano  
Director of Legal & Industrial Strategy  
**Transport Workers' Union of Australia**

---

NSW/QLD/VIC/TAS (Interim Governance)  
Branch Secretary **Richard Olsen**  
NSW: 1800 729 909  
Qld: 07 3890 3066  
Vic/Tas: 1300 727 614

SA/NT Branch  
Secretary  
**Sam McIntosh**  
08 8346 4177

WA Branch  
Secretary  
**Tim Dawson**  
08 6313 3000

**LAST MILE EMPLOYEE- LIKE MINIMUM STANDARDS ORDER**

1. COVERAGE ..... 2

2. DICTIONARY ..... 2

3. VEHICLE ..... 3

4. DRIVER ..... 3

5. DLPO'S OBLIGATIONS ..... 3

6. SIGNIFICANT CHANGE ..... 4

7. PERFORMING THE SERVICES ..... 4

8. RECORDS ..... 4

9. DELIVERY ..... 5

10. TOLLS AND FINES ..... 5

11. INSURANCE ..... 5

12. BLUECARD ..... 6

13. DISPUTE RESOLUTION ..... 6

14. UNION RECOGNITION & DELEGATES' RIGHTS ..... 7

15. MINIMUM SAFETY NET ..... 11

**SCHEDULE – 1 - INSURANCES ..... 12**

**SCHEDULE – 2 – COVERAGE EXCLUSION ..... 13**

**SCHEDULE – 3 – REPRESENTATIONAL RIGHTS ..... 14**

## 1. COVERAGE

### 1.1 Application

This Minimum Standards Order:

- (a) applies to ELWs:
  - (i) operating Vehicles performing the Services in Australia; but
  - (ii) does not apply to ELWs set out in Schedule 2, and
- (b) applies to DLPOs who engage ELWs through, or by means of, an Application to provide the Services.

## 2. DICTIONARY

In this Minimum Standards Order:

“**Act**” means the *Fair Work Act 2009* (Cth), as amended from time to time.

“**Application**” means a “digital labour platform” as defined in s 15L of the Act.

“**Bluecard Program**” means a safety awareness program aligned to the National Competency Standard (TLIF1001 “Follow Work Health and Safety Procedures”).

“**DLPO**” means a “digital labour platform operator” as defined in s 15M of the Act.

“**ELW**” means an “employee-like worker” as defined in s 15P of the Act.

“**Finishing Place**” means:

- (a) the site or depot where the ELW is principally engaged to work from (which may be a network of depots within reasonable proximity); or
- (b) where the DLPO and the ELW have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the DLPO such as a delivery address, but only if the ELW is not principally engaged to work from a site or depot.

“**Goods**” means goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock.

“**RCTI**” means a recipient created tax invoice, being an invoice created by the DLPO detailing road transport services, the price of those services and the total amount due and payable under the document.

“**Services**” means the pickup and delivery of Goods in a Vehicle and any other activity required to be performed by the DLPO associated with this.

“**Starting Place**” means:

- (a) the site or depot where the ELW is principally engaged to work from (which may be a network of depots within reasonable proximity); or
- (b) where the DLPO and the ELW have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the DLPO such as a pick-up address, but only if the ELW is not principally engaged to work from a site or depot.

“**the Services are Performed**” for the purposes of clause 15, means the time during which an ELW is necessarily engaged performing the Services. To avoid doubt, this includes all time incurred from the Starting Place to the Finishing Place excluding time lost because of breakdowns or accidents and the time taken by the ELW for any breaks.

“**Union**” means the Transport Workers’ Union of Australia.

“**Vehicle**” means a vehicle of a class set out in Table 1 of clause 15.

### **3. VEHICLE**

#### 3.1 Supply and Suitability

The ELW must supply the Vehicle which must:

- (a) meet the DLPO’s reasonable specification (which may include the age and class of Vehicle required); and
- (b) be approved in writing by the DLPO prior to performing the Services.

#### 3.2 Maintenance and Repair

The ELW must ensure that the Vehicle is mechanically maintained and repaired at the ELW’s own expense.

#### 3.3 Running Expenses

The ELW must pay all of the running costs associated with the ELW’s Vehicle.

### **4. DRIVER**

#### 4.1 Valid Driving Licence and Permits

If lawfully required to operate the Vehicle, the ELW must:

- (a) make sure that it is at all times the holder of a current:
  - (i) driver’s licence appropriately endorsed or issued in respect of the ELW’s Vehicle; and
  - (ii) licence or permit of any other kind needed from time to time for the performance of the Services;
- (b) notify the DLPO as soon as practicable if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such licence or permit to the DLPO upon request provided that should the DLPO seek to provide a copy of the licence to a customer they shall only do so with the consent of the ELW concerned.

### **5. DLPO’S OBLIGATIONS**

#### 5.1 The DLPO must:

- (a) pay the ELW any undisputed amount set out in a valid taxation invoice provided by the ELW, or generated for the ELW, for the Services performed, within no more than 21 days of the date of receipt by the DLPO of the invoice or issuing of an RCTI;
- (b) provide to each ELW a schedule of rates for the Services prior to commencing to perform the Services and whenever there is a change to the basis of calculation of the rates and/or a change to the rates; and
- (c) provide a statement of payment (which can be provided electronically) each time the ELW is paid that sets out:
  - (i) the DLPO’s name and ABN;
  - (ii) the ELW’s name and ABN;
  - (iii) the pay period to which the statement relates;
  - (iv) the gross and nett amounts paid to the ELW in the pay period; and
  - (v) any deductions made in the pay period.

## **6. SIGNIFICANT CHANGE**

### **6.1 DLPO's Duty**

The DLPO must consult with affected ELWs about any proposed decisions to introduce major changes in the provision of the Services that are likely to have significant effects on ELWs and the DLPO must at least do the following:

- (a) provide notice in writing to affected ELWs about the changes;
- (b) discuss the changes with the affected ELWs including about their likely effect and measures to mitigate any adverse effects;
- (c) provide relevant information about the changes to the affected ELWs (other than commercially sensitive information) about their nature and other matters which might impact the affected ELWs; and
- (d) not implement or make a final decision about the changes until the consultation has occurred and the DLPO has given genuine consideration to matters raised by the ELWs.

### **6.2 Major changes that are likely to have a significant effect on ELWs include (but are not limited to) changes in the:**

- (a) composition or size of eligible Vehicles;
- (b) method of making engagement opportunities;
- (c) number of engagement opportunities;
- (d) method of remuneration;
- (e) any deductions to remuneration; and
- (f) major changes to any services contract.

### **6.3 Representation**

The relevant ELWs may appoint a representative for the purposes of the procedures in this clause which may include the Union.

## **7. PERFORMING THE SERVICES**

### **7.1 The ELW's Obligations**

The ELW must perform the Services and do everything connected with it:

- (a) in accordance with this Minimum Standards Order;
- (b) with due care and skill and in a proper, co-operative and professional manner;
- (c) in accordance with the DLPO's safety requirements;
- (d) in accordance with the day-to-day operational directions given by the DLPO;
- (e) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided to the ELW by the DLPO from time to time;
- (f) without jeopardising or damaging the DLPO's business; and
- (g) in compliance with all applicable laws.

## **8. RECORDS**

### **8.1 The DLPO shall maintain:**

- (a) such records as are necessary to demonstrate the compliance with any obligations of the DLPO under this MSO;

- (b) records that the ELW has been paid at least at the safety net rate set out in clause 15 including:
  - (i) all invoices provided to the ELW;
  - (ii) start and finish times;
  - (iii) kilometres travelled by the ELW when performing the Services;
  - (iv) gross and nett amounts paid to the ELW;
  - (v) deductions from the gross or nett amounts paid to the ELW; and
  - (vi) any written contract under which the ELW is engaged to perform the Services,

for a period of seven (7) years.

- (c) Any records referred to in this clause 8, may be retained in electronic form.
- (d) The ELW acting reasonably may request and the DLPO must provide in a reasonable period to the ELW copies of the records set out in clause 8.1(b) concerning the ELW. To avoid any doubt the ELW may provide copies of such records to their representative which may include the Union.

## **9. DELIVERY**

### 11.1 Report at Starting Place and Time

The ELW must report available to perform the Services with the Vehicle at the Starting Place when directed by the DLPO.

## **10. TOLLS AND FINES**

### 10.1 Tolls

The DLPO will reimburse an ELW for road tolls incurred in the performance of work where an ELW was required to use a toll road in order to perform any Services as directed by the DLPO.

### 10.2 Fines

The ELW must pay any fines or other penalties imposed on the ELW for any breach of any laws unless the fines or penalties arise because the ELW is following an express direction of the DLPO.

## **11. INSURANCE**

### 11.1 Vehicle, ELWs Compensation insurance

The ELW must obtain the insurance set out in Schedule 1 and maintain them at the ELW's expense.

### 11.2 Insurance Policies

- (a) The ELW must make sure that each insurance policy covers such risks and contains such terms, conditions, endorsements and exclusions (including the amounts of sub limits and deductibles) as are reasonably acceptable to or reasonably required by the DLPO.
- (b) Evidence of all insurance policies must be provided to the DLPO in the form of a certificate of currency and a full copy of each policy prior to commencing to perform the Services.

### 11.3 Premiums

The ELW must punctually pay all premiums for insurance policies and renewals of insurance policies and must provide on request at any time proof of payment and renewal to the DLPO's satisfaction.

#### 11.4 No acts to prejudice Insurance

The ELW must not do, permit others to do, or omit to do any act, matter or thing which might prejudice the right to claim under any insurance policy or which might make it void or voidable.

#### 11.5 Other Insurances

If the DLPO requires an ELW to obtain an insurance other than the insurances set out in Schedule 1, the DLPO must reasonably compensate the ELW for the cost of that insurance.

### 12. BLUECARD

#### 12.1 Requirement to Hold a Bluecard

(a) The DLPO:

- (i) must ensure that any ELW who is not in possession of a valid Bluecard, is provided with Bluecard training and ensure they obtain a Bluecard from an appropriately licensed training organisation to demonstrate that they have received and passed work health and safety training specific to the road transport industry;
- (ii) will be responsible for paying all expenses associated with any Bluecard training;
- (iii) must ensure they provide an ELW with any relevant refresher training to ensure that they hold a valid and current Bluecard; and
- (iv) will pay ELWs the minimum safety net rates applicable under clause 15 for all time spent by any ELW undertaking Bluecard training.

### 13. DISPUTE RESOLUTION

#### 13.1 Operation

Clause 13 sets out the procedures to be followed if a dispute arises about a matter under this Minimum Standards Order.

#### 13.2 Resolution at the workplace

The parties to the dispute must first try to resolve the dispute at the workplace level including escalation to more senior management where appropriate.

#### 13.3 Reference to FWC

If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 13.2 a party to the dispute may refer it to the Fair Work Commission.

#### 13.4 FWC Procedure

- (a) The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- (b) If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

#### 13.5 Representation

A party to the dispute may appoint a person, organisation or association (which may be the Union) to support and/or represent them in any discussion or process under clause 13.

#### 13.6 Normal Services

While procedures are being followed under clause 13 in relation to a dispute:

- (a) the Services must continue to be performed in accordance with this Minimum Standards Order; and
- (b) an ELW must not unreasonably fail to comply with any direction given by the DLPO about performing the Services, that is appropriate for the ELW to perform.

*Notation: This clause is subject to any applicable work health and safety legislation.*

## **14. UNION RECOGNITION & DELEGATES' RIGHTS**

### 14.1 Union Recognition

- (a) This Minimum Standard Order recognises the Union as being capable of representing the industrial interests of ELWs covered by this Minimum Standards Order.
- (b) In order to give effect to the representational rights for ELWs, a DLPO must comply with the Representational Rights provisions set out in Schedule 3.

14.2 This clause 14 provides for the exercise of the rights of Workplace Delegates set out in section 350C of the Act. NOTE: Under section 350C(4) of the Act, the DLPO is taken to have afforded a Workplace Delegate the rights mentioned in section 350C(3) if the DLPO has complied with clause 14.

### 14.3 In clause 14:

- (a) Workplace Delegate has the same meaning as set out in section 350C of the Act.
- (b) delegate's organisation means the registered organisation in accordance with the rules of which the Workplace Delegate was appointed or elected; and
- (c) eligible ELW means members and persons eligible to be members of the delegate's organisation who are engaged by the DLPO in the enterprise.

14.4 A Workplace Delegate (or the Union) will give the DLPO written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the DLPO with evidence that would satisfy a reasonable person of their appointment or election.

14.5 An ELW who ceases to be a Workplace delegate (or the Union) must give written notice to the DLPO within 14 days.

### 14.6 Delegates' Rights

- (a) Each Workplace Delegate has the following rights and entitlements:
  - (i) to be treated fairly and allowed to perform their role as delegate without any discrimination or victimisation;
  - (ii) to be recognised by the DLPO as speaking on behalf of members and/or potential members in the DLPO's business;
  - (iii) to prepare for and participate in collective agreements on behalf of members in the DLPO's business, including representing members or potential members in bargaining where appointed a bargaining representative or where assisting the delegate's organisation with bargaining;
  - (iv) to be consulted about matters affecting members, including but not limited to consultation about workplace change, changes to rosters and hours of work;

- (v) to represent members or potential members in relation to disputes;
  - (vi) to represent members or potential members in relation to disciplinary matters or processes or procedures;
  - (vii) to reasonable information about the DLPO's business in relation to which the Workplace Delegate has been elected or appointed to represent;
  - (viii) to paid time off to represent or assist members and/or potential members in proceedings before industrial tribunals and courts, including attending and participating in proceedings before those tribunals and courts;
  - (ix) to paid time off during normal work hours to consult with members and/or potential members;
  - (x) to be granted reasonable time during working hours to discuss with appropriate managers matters affecting members and/or potential members;
  - (xi) to time off to participate in the operation of the Union;
  - (xii) to time off to attend accredited Union education and training, or such other education and training related to representation of the industrial interests of members or potential members of the Workplace Delegate's organisation;
  - (xiii) to address new ELWs about the benefits of Union membership at the time they commence with the DLPO;
  - (xiv) to discuss Union and workplace matters with all ELWs;
  - (xv) to access to a telephone, facsimile, photocopying, internet, email, and office facilities for the purpose of carrying out their role, task and functions as a delegate including by consulting with other ELWs engaged by the DLPO and the Union; and
  - (xvi) to place Union information on any noticeboard provided by the DLPO.
- (b) A Workplace Delegate is entitled to be paid as time worked when exercising any of its rights or functions under this clause.

#### 14.7 Delegates' Functions

- (a) The DLPO acknowledges, and will in no way unreasonably hinder, obstruct or prevent, the functions of Workplace Delegates, including:
- (i) to promote membership of the Union;
  - (ii) to promote awareness and understanding of the Union's aims and achievements whenever possible;
  - (iii) to know the profile of Union members in the workplace;
  - (iv) to recruit and involve ELWs into the Union and its activities;
  - (v) to be approachable and helpful to Union members in the workplace;
  - (vi) to seek out and encourage other Union members to take on roles and responsibilities;
  - (vii) to provide up to date and relevant Union information to Union members in the workplace;
  - (viii) to regularly undergo Union education and training;
  - (ix) to represent the views of Union members;
  - (x) to advocate on behalf of Union members and represent those members in the resolution of disputes;

- (xi) to represent Union members fairly and accurately in negotiations and in relation to individual grievances, including but not limited to disciplinary processes;
- (xii) to represent or assist or support Union members in proceedings before industrial tribunals and courts;
- (xiii) to keep in regular contact with the Union Organiser and other Union representatives in the workplace about matters pertaining to the workplace; and
- (xiv) to represent ELWs in any process or procedure prescribed by an industrial instrument or policy.

#### 14.8 Entitlement to Reasonable Communication

- (a) A Workplace Delegate may communicate with eligible ELWs for the purpose of representing their industrial interests under clause 14.8. This includes discussing membership of the delegate's organisation and representation with eligible ELWs.
- (b) A Workplace Delegate may communicate with eligible ELWs during working hours or the Services breaks, or before or after the Services.
- (c) A Workplace Delegate will be provided with an opportunity, twice a year and upon request, to meet with all eligible ELWs on the following basis:
  - (i) The purpose of the opportunity to meet is to provide ELWs with information about their entitlements and rights, as well as the benefit of Union membership and their right to join the Union.
  - (ii) Attendance at an induction is mandatory for all ELWs and the DLPO must ensure that ELWs receive their usual rate of pay for the duration of the meeting.
  - (iii) Any such meeting must occur when ELWs commence or are onboarded to perform work for the DLPO (or at another later time as agreed between the Union and the DLPO).
  - (iv) The meetings must:
    - A if required of the Union, take place at the site or location where the ELW primarily performs work or from where the ELW or DLPO are based, or if not reasonably practicable, using electronic means (such as Teams or Zoom) organised by the DLPO or otherwise as agreed.
    - B be for a period of no less than thirty (30) minutes;
    - C be limited to a maximum of fifteen (15) ELWs at any one time;
    - D be conducted in private between the Union and ELWs; and
    - E be facilitated by the DLPO who is to provide reasonable facilities for the meeting to occur in.
- (d) Prior to any such induction, the DLPO must post or provide in a prominent position accessible to all ELWs (which can be electronic) a Union generated notice provided by the Union describing the purpose of the meeting and setting out any other relevant information.
- (e) The Workplace Delegate may nominate another representative of their choice (which may include a Union official) to attend the meeting on their behalf.

#### 14.9 Entitlement to Reasonable Access to the Workplace and Workplace Facilities

- (a) The DLPO must provide a Workplace Delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and eligible ELWs;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the DLPO to communicate with eligible ELWs and by eligible ELWs to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The DLPO is not required to provide access to or use of a workplace facility under clause 14.9(a) if:
- (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the DLPO does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### 14.10 Delegates' Leave

- (a) The DLPO will provide each Workplace Delegate with paid leave of up to five (5) days per annum in order to attend:
- (i) Union delegates' meetings;
  - (ii) courses conducted by an approved training provider;
  - (iii) any annual Union delegates' conference; and
  - (iv) proceedings before the Fair Work Commission or courts or tribunals to represent Union members.

#### 14.11 Approval of Delegates' Leave by DLPO

- (a) For Union Delegates who wish to take leave under clause 14.10, the Union will provide written notice to the DLPO within seven (7) days of when the delegates leave is intended to be taken.
- (b) The DLPO must approve the Delegates leave if the notice in paragraph (a) is provided, and confirmation of leave must be provided by the DLPO to the Workplace Delegate and the Union.
- (c) The DLPO must not unreasonably reject the application for delegates leave.
- (d) Where a Workplace Delegate is on delegate's leave in accordance with this clause, they will be paid the applicable safety net rate for all time spent on leave and/or performing delegate functions in accordance with clause 15.

#### 14.12 Bi-Monthly TWU Delegate Committee Meetings

- (a) Workplace Delegates are entitled to attend bi-monthly committee meetings of Union delegates operating in the industry or sector in which the DLPO operates.
- (b) Where a Workplace Delegate attends such meetings accordance with this clause, they will be paid the applicable safety net rate for all time spent on leave and/or performing delegate functions in accordance with clause 15.

## 15. MINIMUM SAFETY NET

### 15.1 Rates

Irrespective of how the ELW is actually paid (trip rate, parcel rate, drop rate etc), an ELW must be paid no less than the amounts set out below for each hour the Services are Performed (and pro rata for part hours to the nearest minute) averaged over any month and for each kilometre travelled when performing the Services **(Running Rate)**.

**From the first full pay period commencing on or after 1 January 2027:**

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:		
Up to 750kg	\$57.04	\$0.16
Over 750kg and up to 1 tonne	\$57.37	\$0.19
Over 1 tonne and up to 1.5 tonnes	\$58.31	\$0.17
Over 1.5 tonnes and up to 3 tonnes	\$60.56	\$0.28

## **SCHEDULE – 1 - INSURANCES**

The ELW must obtain the following insurances:

- (a) Compulsory third-party insurance for the Vehicle as required by any relevant law.
- (b) Comprehensive motor vehicle insurance covering personal injury and property theft/damage arising from the use of the Vehicle for such reasonable amount as required by the DLPO for each claim or occurrence.
- (c) Public liability insurance covering the ELW's legal liability to any third-party for personal injury and/or property theft/damage arising from the ELW's business for such reasonable amount as required by the DLPO (having regard to the safety net payments under clause 15) for each claim or occurrence.
- (d) Workers compensation insurance as required by any relevant law.

## SCHEDULE – 2 – COVERAGE EXCLUSION

### 1. NSW Contract Determinations

Despite anything else in this Minimum Standards Order, this Minimum Standards Order shall not apply to any ELW or DLPO in New South Wales for whom Chapter 6 of the *Industrial Relations Act 1996* (NSW) applies.

### 2. Food & Beverage Minimum Standard Order Exclusion

This Minimum Standards Order will not apply to any Services performed by an ELW that would be covered by the [Insert name of On Demand MSO].

### 3. Special Vehicles

(a) Despite anything else in this Minimum Standards Order, this Minimum Standards Order shall not apply to any ELW (and their DLPO) using a Specialised Vehicle.

(b) A “**Specialised Vehicle**” means:

- (i) a vehicle used to exclusively transport bread;
- (ii) a vehicle used to exclusively transport cash;
- (iii) a rigid vehicle with a tipping body;
- (iv) an articulated vehicle with a tipping trailer;
- (v) a vehicle combination with a tipping trailer;
- (vi) a rigid vehicle with a tanker;
- (vii) an articulated vehicle with a tanker trailer;
- (viii) a vehicle combination with a tanker trailer;
- (ix) a rigid or articulated vehicle with a premixed concrete agitator;
- (x) a rigid, articulated or combination vehicle that utilises a forklift or crane that is used to load and/or unload the vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (xi) a vehicle with a trailer designed for the carrying of motor vehicles; and
- (xii) a vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float); or

save that a Specialised Vehicle does not include a vehicle listed above if the vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for.

### SCHEDULE – 3 – REPRESENTATIONAL RIGHTS

1. The DLPO is to provide via the DLPO’s Application to each of the ELWs engaged to perform work on its Application, or when engaged or onboarded to perform work:
  - (a) information about the Union and an option of becoming Union member to be referred to as the “Gig Worker Information Statement” to be provided before, or as soon as practicable, after the ELW’s first engagement by in-Application notification; and
  - (b) As soon as practicable following the commencement of this Minimum Standards Order, an ELW who has not received a copy of the Gig Worker Information Statement as a result of clause 1(a) above will be provided with a copy via email and an in-Application notification; and
  - (c) if the ELW opts to become a Union member, a link or access to an online portal or facility provided by the union, and notified to the DLPO by the Union, where the ELW may nominate to become a Union member; and
  - (d) where a worker nominates to become a Union member, the DLPO must notify the Union that the ELW has nominated to become a member and has been redirected to the Union’s online portal or facility.
2. An ELW may require a DLPO to deduct Union membership fees from amounts paid to the ELW.
3. Monies so deducted from an ELW’s’s pay will be remitted to the Union on a monthly basis after the safety net assessment is made consistent with clause 15.
4. Form of Gig Worker Information Statement:

### GIG WORKER INFORMATION STATEMENT

As a gig worker engaged by [insert company name e.g. Amazon] you have rights and entitlements under the *Fair Work Act 2009* (Cth) (**the Act**) and [**Insert name of MSO**]. The MSO sets out the standards that apply to your work, including your minimum earnings with [insert company name e.g. Amazon] for the work that you perform.

Your rights include:

- a) challenging an “unfair deactivation” from a digital platform in the Fair Work Commission if you have been performing work on a regular basis for at least 6 months and earn below the contractor high income threshold;
- b) the right under the [**Insert name of MSO**] to be paid no less overall than the earnings floor over any Earnings Period for all Engaged Time.

To find out more about the Minimum Standards Order that applies to you, go to:

**[insert link to relevant MSO].**

You have a right to be a member of a Union. The TWU is the Union with the right to represent you and provides advice, support and legal representation to gig members including in relation to the above matters.

You can join and access assistance and representation from the TWU by going to: .

**[insert fit for purpose TWU link]**