

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

MS2024/3 – Draft Minimum Standards Order for the on-demand delivery sector

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

Please accept as filed the **enclosed** draft Minimum Standards Order (**draft MSO**) prepared by the Transport Workers' Union of Australia in this matter.

The draft MSO has been prepared in conjunction with Portier Pacific Pty Ltd t/as Uber Eats and DoorDash Technologies Australia Pty Ltd t/as DoorDash. As such, the draft reflects a consent proposal developed between the parties in establishing a preliminary framework of minimum standards for work performed in the on-demand delivery sector.

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

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a. 447 Kent St Sydney NSW 2000
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ABN 18 559 030 246



National Secretary
Michael Kaine

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Lorraine Biviano', with a long horizontal flourish extending to the right.

Lorraine Biviano

Director of Legal & Industrial Strategy
Transport Workers' Union of Australia

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BEFORE THE FAIR WORK COMMISSION

MATTER NUMBER: MS2024/3

**[DRAFT] MS2024/3: Minimum Standards Order for Employee-
Like Workers and Digital Labour Platform
Operators**

PREAMBLE

The TWU, Uber, and DoorDash (**the Parties**) recognise the benefit of minimum standards for employee-like workers (**ELWs**) covered by this employee-like minimum standards order (**ELWMSO**). Parties consider that this ELWMSO represents a preliminary set of minimum standards, that is tailored to platform work in the on demand delivery sector, preserves the flexibility that ELWs value, and meets the minimum standards objective in s 536JX of the *Fair Work Act 2009* (Cth) (**the FW Act**). As this will be the first ELWMSO made under the FW Act, each of the Parties reserve their rights in relation to any future applications that may be made to vary this ELWMSO in accordance with s 536KP of the FW Act. However, noting the significant efforts made to agree on appropriate minimum standards for this particular sector, the Parties agree that no variations should occur before this framework has been given adequate time to operate unless such a variation is necessary to correct an unintended consequence arising from the operation of this ELWMSO.

This MSO will come into effect on 1 July 2026, or such later time as ordered by the Fair Work Commission.

1. COVERAGE OF THIS MINIMUM STANDARDS ORDER

1.1. This Minimum Standards Order covers ELWs who:

- (a) are engaged through, or by means of, an Application operated by a **DLPO** to provide Services that involve the Collection and/or transport of Consumables or Goods:
 - (i) that are ordered by a person using an online enabled application, website or system to be collected and delivered to a location (or locations) nominated by that person; and
 - (ii) from a business that offers the Consumables or Goods for retail sale or hire to their ultimate destination; and
 - (iii) immediately, or as soon as practicable, after the ELW has accepted the Engagement; and
- (b) perform work of the kind detailed in (a) above under contracts arranged or facilitated through or by means of an Application.

1.2. This Minimum Standards Order covers DLPOs who engage ELWs via an Application, or who facilitate an ELW entering into a services contract via an Application, for the provision of Services covered by this Minimum Standards Order.

1.3. This Minimum Standards Order does not cover ELWs who are engaged through, or by means of, an Application operated by a DLPO to provide Services that involve:

- (a) more than 8 separate orders or deliveries of Goods in a single Engagement ; or
- (b) the Collection and transport by road of Goods:
 - (i) from a facility not open to the public that is used exclusively for online order and/or

dispatch, unless it is adjacent to, or in the immediate vicinity of a location at which the business that offers the Goods for sale or conducts the retail sale or hire of Goods for personal, household or business consumption; or

- (ii) from a standalone distribution or warehouse facility not open to the public; or
- (iii) by the ELW using a Vehicle with a carrying capacity of more than 1 tonne.

2. DICTIONARY

2.1. In this Minimum Standards Order:

- (a) **“Application”** has the same meaning as “digital labour platform” in s 15L of the *Fair Work Act 2009* (Cth).
- (b) **“Collection”** includes collection of and/or shopping for and/or selecting and/or purchasing the Consumables or Goods.
- (c) **“Consumables”** means food, beverages, and liquor, including items packaged, sold or served in such a way to allow them to be consumed away from the point of sale.
- (d) **“DLPO”** means a digital labour platform operator within the meaning of s 15M of the *Fair Work Act 2009* (Cth).
- (e) **“Earnings Period”** has the meaning in clause 13.1.
- (f) **“ELW”** means an employee-like worker (as defined in s 15P of the *Fair Work Act 2009* (Cth)) who is engaged by a DLPO to provide the Services.
- (g) **“ELW's Vehicle”** means any Vehicle used by an ELW to provide the Services.
- (h) **“Engaged Time”** means the period of time as recorded in the Application starting from when an ELW accepts an Engagement (or if, at the time the ELW accepts an Engagement, the ELW is undertaking another Engagement, when the ELW completes that earlier Engagement) and ending when the ELW completes that Engagement. Engaged Time does not include:
 - (i) time after an order or request has been cancelled by the person placing the order and the ELW Worker has been notified of the cancellation, except to the extent the ELW is performing duties required by the DLPO (such as returning Goods and Consumables to the collection location) in which case the Engagement will be completed when the duties required by the DLPO are completed; or
 - (ii) time spent providing the Services where the ELW abandons performance of the Engagement prior to the ELW completing that Engagement; or
 - (iii) time lost because of breakdowns, accidents, or for any other reason out of the control of the DLPO, including but not limited to the time taken by the ELW for any breaks; or
 - (iv) Non-Engaged time provided the conditions in clause 13.4 are met, or time during

which the ELW is not engaged in providing the Services.

- (i) **“Engagement”** means each occasion that an ELW accepts a request to provide services in the Application from a DLPO and provides the Services. An Engagement may include multiple orders or deliveries dispatched at different times during the Engagement (subject to clause 1.3(a)). Where an Engagement includes multiple orders or deliveries, the Engagement starts when an ELW accepts the first order or delivery and ends when an ELW completes the final order or delivery.
- (j) **“Fraudulent conduct”** means:
 - (i) willful or deliberate manipulation of an Application in a manner designed to obtain a benefit of any kind (including but not limited to a financial benefit), whether for the ELW or another person; and
 - (ii) theft of property, Consumables, Goods or monies, or false reports of damage to Consumables or Goods.
- (k) **“FW Act”** means the *Fair Work Act 2009* (Cth).
- (l) **“Goods”** means goods, wares, merchandise, material or anything whatsoever other than Consumables. Goods includes pet supplies, pharmaceuticals, and any/all Grocery items.
- (m) **“Grocery items”** means any items purchased from a supermarket.
- (n) **“Minimum Standards Order”** means a Minimum Standards Order made pursuant to section 536JY of the *Fair Work Act 2009* (Cth).
- (o) **Non-Engaged Time** is:
 - (i) time spent by the ELW waiting or delaying delivery where the Consumables or Goods were ready for collection but had not been collected and there is evidence that the ELW was available at or around the collection location at the time the Consumables or Goods were ready for Collection; or
 - (ii) time spent by the ELW waiting or delaying delivery after collecting the Consumables or Goods and there is evidence that the ELW delayed delivery of the Consumables or Goods; or
 - (iii) the time after failing to record an Engagement as complete where the Engagement had already been completed; or
 - (iv) time spent taking an unreasonable route to complete an Engagement, including making a stop where the ELW is stationary for more than 5 minutes and engaged in an activity unrelated to the Engagement.
- (p) **“Services”** means services under a services contract as that term is defined in s 15H of the *Fair Work Act 2009* (Cth).
- (q) **“Union”** means the Transport Workers’ Union of Australia.

(r) **“Vehicle”** means a wheeled device for the conveyance of persons or items.

3. VEHICLE

- 3.1. An ELW must, at the ELW’s own expense, ensure that any Vehicle used to perform the Services is registered at all times during which the ELW uses the Vehicle to provide Services if registration is required by law for the Vehicle to be used to perform the Services.
- 3.2. An ELW must acquire, maintain and repair the ELW’s Vehicle at the ELW’s own expense.
- 3.3. An ELW must, at the ELW’s own expense, pay all of the running costs associated with the ELW’s Vehicle and provision of the Services, including fuel, maintenance and parts, administrative costs and the costs of purchasing or leasing a Vehicle.
- 3.4. An ELW must, at the ELW’s own expense, pay for any licences, permits or eligibility checks required by the DLPO to perform the Services.
- 3.5. The minimum safety net rates in clause 13 are intended to compensate an ELW for the expenses incurred under this clause 3.

4. SIGNIFICANT CHANGE

- 4.1. Where a DLPO has made a definite decision to:
 - (a) exit a market; or
 - (b) cease offering a category of delivery or fulfilment products made available to consumers within Australia; or
 - (c) subject to clause 4.2, change the class of Vehicle an ELW must use to be eligible to provide Services that involve the transport of Consumables or Goods by road; or
 - (d) make permanent changes to hours of operation of the Application in a particular area;and that change is likely to have significant effects on ELWs, the DLPO shall notify the Affected ELWs.
- 4.2. Clause 4.1(c) does not apply where a DLPO makes a decision to set requirements for the class (or classes) of Vehicle an ELW must use to be eligible to provide Services involving the transport, by road, of Consumables or Goods:
 - (a) in respect of a business, or location, from which the transport of Consumables or Goods was not available through the relevant Application at the time of the decision; or
 - (b) from a particular business, or location, where those Consumables or Goods are of a different nature from those available for transport, through the relevant Application, at the time of the decision.

4.3. Where this clause 4 applies, a DLPO must:

- (a) give written notice of the changes and the expected effect of the changes on Affected ELWs to all Affected ELWs as soon as practicable after a definite decision has been made;
- (b) provide a reasonable opportunity for Affected ELWs to provide feedback about the decision to the DLPO. Without limiting the way in which consultation can occur, a DLPO will have met the obligations in clause 4.3(b) if it provides a reasonable opportunity for Affected ELWs or their representatives to provide feedback about the changes via email, a digital or online platform and/or via the Application; and
- (c) give genuine consideration at an aggregate level to any feedback provided by Affected ELWs or their representatives.

4.4. For the purposes of this clause 4:

- (a) **“Affected ELWs”** means ELWs who may be affected by the proposed changes, provided that they:
 - (i) have provided Services to the DLPO within three calendar months immediately prior to the day that notification is given in clause 4.3; and
 - (ii) have not had their account deactivated as of the day that notification is given; and
- (b) **“significant effects”** means the elimination or significant reduction in Engagement opportunities available to the ELW via the Application. However, where this Minimum Standards Order makes provision for a change, that change is taken not to have significant effects.

4.5. This clause 4 does not require a DLPO to disclose any confidential or commercially sensitive information including, but not limited to, information about its platform such as any algorithms used therein.

4.6. Affected ELWs are entitled to seek advice and assistance from their chosen representative (which may include a Union) in relation to any consultation under this clause.

5. PLATFORM FEEDBACK FORUM

5.1. Each DLPO will establish a platform feedback forum to facilitate discussion with ELWs engaged through, or by means of, an Application operated by the DLPO.

5.2. The purpose of the platform feedback forum is to provide a forum for DLPOs and ELWs to discuss matters of significant and general importance affecting the engagement of ELWs by the DLPO. The forum’s role is limited to:

- (a) discussing general matters of platform operations, excluding individual disputes or matters covered by other terms of this Minimum Standards Order, or other workplace laws or instruments, such as in relation to health and safety matters under applicable legislation; and
- (b) providing a channel for ELWs and their representatives to share feedback.

- 5.3. The platform feedback forum is not a decision-making body. A DLPO is not bound to:
- (a) take steps to address matters or feedback raised at meetings of the platform feedback forum; or
 - (b) implement initiatives or proposals of the platform feedback forum; or
 - (c) consult with, or seek the approval of the platform feedback forum before implementing initiatives or proposals.
- 5.4. However, notwithstanding clause 5.3, during meetings of the platform feedback forum, the DLPO will:
- (a) provide responses to matters raised by the platform feedback forum; and
 - (b) discuss with ELWs the views of ELWs expressed as part of the platform feedback forum.
- 5.5. The platform feedback forum will comprise of:
- (a) no less than one representative of the DLPO nominated by the DLPO;
 - (b) three workplace delegates appointed in accordance with clause 12.10 (as determined by the Union from time to time); and
 - (c) no less than one Union Official.
- 5.6. The platform feedback forum will meet four times per calendar year, but may meet more frequently as agreed between the DLPO and ELWs and/or their representatives. The DLPO will provide forum members with reasonable notice of meetings and allow attendees to have matters placed on the agenda. Meetings will be held virtually unless the DLPO requires in person attendance.
- 5.7. Workplace delegate members of the platform feedback forum at clause 5.5(b) will receive payment at the rate of pay in item A of sub-clause 13.2. This payment will not form part of the earnings floor in an Earnings Period. Time spent preparing for the meeting is not paid. If a DLPO requires in person attendance at a meeting, the DLPO will pay for the forum's workplace delegate members' reasonable travel costs (which must be pre-approved by the DLPO).
- 5.8. Confidential information
- (a) Members of the platform feedback forum can ask another member to share information about matters discussed at the platform feedback forum meeting. The other member may or may not agree. If any information or documents are shared, they must be kept confidential and only used for the purpose of the discussion at the platform feedback forum meeting.
 - (b) Without limiting clause 5.8(a) above, nothing in this clause or the Minimum Standards Order requires a DLPO to disclose confidential or commercially sensitive information to anyone, including, but not limited to, information about its platform such as any algorithms used therein.

6. RECORDS

- 6.1. The DLPO shall maintain the following records for a period of seven years:
- (a) the DLPO's name; and
 - (b) the DLPO's Australian Business Number (if any); and
 - (c) the ELW's name; and
 - (d) the ELW's Australian Business Number (if any); and
 - (e) the date on which the ELW's account with the DLPO was activated; and
 - (f) any services contract or contracts entered into between the ELW and the DLPO; and
 - (g) the gross and net amounts paid to the ELW in each Earnings Period; and
 - (h) any deductions from the gross and net amounts paid to the ELW in each Earnings Period or time that is not included as Engaged Time in accordance with clause 2.1(h)(iv); and
 - (i) the aggregate number of hours of Engaged Time (pro rata for part hours to the nearest minute) in each Earnings Period; and
 - (j) the date on which the ELW's account with the DLPO was deactivated; and
 - (k) the reason for any deactivation of the ELW's account and/or the termination of any services contract by the DLPO.
- 6.2. Any records referred to in this clause may be retained in electronic form.
- 6.3. Upon request by an ELW, the DLPO must provide the ELW or their representative with copies of any records required to be maintained under clause 6.1.
- 6.4. A DLPO must provide an ELW the information at clause 6.1(g) – (i) at the end of each Earnings Period.

7. FINES

- 7.1. The ELW must pay any fines or other penalties imposed on the ELW for any breach of any laws (or use of private property or parking facilities in breach of any applicable terms) and is not entitled to reimbursement for such fines or other penalties, unless the fine or penalty is incurred because the ELW has followed an express direction of the DLPO.

8. INSURANCE

- 8.1. The ELW must at a minimum, at the ELW's own expense, take out and maintain compulsory third-party insurance for each Vehicle used by the ELW to provide the Services. The ELW is responsible for informing the insurer of their use of the Vehicle to provide the Services and to meet any other requirements imposed by the insurer.
- 8.2. The DLPO must, at the DLPO's expense, take out and maintain a personal accident insurance

policy that provides a reasonable minimum level of cover reflective of ELWs' work on the Application.

- 8.3. If a DLPO provides personal accident insurance under clause 8.2:
- (a) personal accident insurance need not be held by a DLPO at a level of cover equivalent to workers' compensation schemes under Commonwealth, State or Territory laws; and
 - (b) personal accident insurance need not be held or maintained in respect of any ELW in relation to whom the DLPO is required to take out or hold any other form of workers' compensation or accident insurance (however described) by or under any Commonwealth, State, or Territory, law; and
 - (c) any benefit provided to an ELW under the policy will be taken to be in satisfaction of, and set off against, any and all entitlements under a workers' compensation or like insurance scheme applicable to the ELW under Commonwealth and State and Territory laws to the extent permitted by law; and
 - (d) an ELW must not make a claim for the same benefits under the policy and a workers' compensation or like insurance scheme applicable to the ELW under Commonwealth and/or State and/or Territory laws.
- 8.4. If a DLPO implements a detrimental change to the level of insurance coverage held and maintained by a DLPO under clause 8.2, the DLPO will consult with the Affected ELWs in accordance with clause 4 as if the change had significant effects (as defined in clause 4.4(b)).
- 8.5. The policies held by Portier Pacific Pty Ltd and DoorDash Technologies Australia Pty Ltd or their affiliates as at the commencement of this instrument satisfy the obligation in clause 8.2.

9. DISPUTE RESOLUTION

- 9.1. This clause 9 sets out the procedures to be followed if a dispute arises between an ELW and the DLPO about a matter concerning compliance with a minimum standard under this Minimum Standards Order. For the avoidance of doubt, this clause does not apply to a dispute that is, or could be, the subject of an application under Part 3A-3 of the *Fair Work Act 2009* (Cth), including any other dispute relating to an ELW being deactivated from an Application within the meaning of s 536LG of the *Fair Work Act 2009* (Cth) regardless of whether or not the ELW is a person protected from unfair deactivation under that Act.
- 9.2. The parties to the dispute must first try to resolve the dispute through the DLPO's internal dispute resolution and/or appeal processes. Without limiting the way that this might occur, a DLPO will have met its obligation under this clause if the DLPO seeks to resolve the dispute via email, a digital or online platform and/or via the Application.
- 9.3. If the dispute is unable to be resolved between the ELW and the DLPO and all steps have been taken as required under clause 9.2, either party to the dispute may refer it to the Fair Work Commission for mediation, conciliation, opinion, and/or a recommendation. Any recommendation or opinion from the Fair Work Commission is not binding on the parties. The Fair Work Commission may arbitrate if the parties to the dispute agree.
- 9.4. The Fair Work Commission may not exercise any other powers, other than as expressly permitted

in accordance with this clause.

- 9.5. A party to the dispute has the right to appoint a person (including a Union, a lawyer or a paid agent), organisation, or association, to support and/or represent them in any discussion or process under this clause 9, including in any proceeding before the Fair Work Commission.

10. RIGHT TO TIME AWAY

- 10.1. An ELW determines whether and when to accept Engagements.
- 10.2. For the avoidance of doubt, an ELW can choose to take “time away” from the Application by choosing not to accept Engagements. Such time away will be without pay.

11. PROVISION OF INFORMATION TO ELW

- 11.1. The DLPO must provide the ELW with the following information with each Engagement request:
- (a) the name and location of the place where items are to be collected; and
 - (b) Whether the Engagement includes the delivery of bulky items or alcohol; and
 - (c) the approximate location of the delivery recipient; and
 - (d) the minimum delivery fee estimated to be paid by the DLPO.
 - (e) the estimated time required to complete the Engagement.
- 11.2. Notwithstanding clause 10, the DLPO may introduce and maintain reasonable minimum rates of acceptance, and/or minimum rates of not cancelling an Engagement after it has been accepted, as required for the proper functioning of the marketplace on the Application.

12. WORKPLACE DELEGATES RIGHTS

- 12.1. Workplace delegates rights are provided for in the *Fair Work Act 2009* (Cth).
- 12.2. A Workplace delegate may reasonably communicate with Eligible ELWs about representing their industrial interests. On two occasions per calendar year, a DLPO will send, on behalf of all Workplace delegates for the DLPO, a communication by email (or in a manner otherwise agreed with the Union) to Eligible ELWs engaged by that DLPO subject to the following conditions:
- (a) the communication must not:
 - (i) contain content that is misleading, unlawful, or disparaging of the DLPO or its operations;
 - (ii) refer to active disputes or litigation in a manner that identifies the DLPO involving ELWs (including any dispute relating to an ELW being deactivated from an Application within the meaning of s 536LG of the *Fair Work Act 2009* (Cth))

regardless of whether or not the ELW is a person protected from unfair deactivation under that FW Act);

- (b) the content of the communication must be provided to the DLPO at least 15 business days in advance of the proposed distribution date; and
 - (c) if the proposed communication does not comply with clause 12.2(a) above, the DLPO must inform the workplace delegate of the provisions that are non-compliant. The DLPO and the workplace delegate must then work to revise the proposed communication until it complies with clause 12.2(a).
- 12.3. Sub-clause 12.2 does not require a DLPO to provide a Workplace delegate access to its communication systems or the contact details of ELWs.
- 12.4. An ELW must not be appointed as a Workplace delegate for more than one DLPO at the same time.
- 12.5. Representing Eligible ELWs' industrial interests includes any matter, function, or process arising as a result of this Minimum Standards Order or the *Fair Work Act 2009* (Cth) including in matters before the Fair Work Commission.
- 12.6. Each DLPO will provide the total paid hours set out in clause 12.7 to Workplace delegates appointed in accordance with this sub-clause each year (non-cumulative) to attend training related to the representation of the industrial interests of Eligible ELWs. The payment will be at the rate of pay of \$32 per hour and will not form part of the earnings floor in an Earnings Period. To be eligible to access paid hours under this clause a Workplace delegate must provide at least one week's notice to the DLPO per occasion they wish to access paid hours under this clause (including the number of paid hours per occasion).
- 12.7. The total paid hours in each calendar year is:
- (a) for a DLPO with less than 10,000 active ELWs: 225 hours
 - (b) For a DLPO with more than 10,000 active ELWs: 450 hours
- 12.8. The number of active ELWs for clause 12.7 will be assessed on 1 January each year and will count all ELWs who meet the eligibility criteria in clause 12.10 in the 3 (three) months prior to 1 January.
- 12.9. A Workplace delegate or a Union will notify the DLPO of the Workplace delegate's appointment or election within 14 days. Where an ELW ceases to be a Workplace delegate, notice will be provided by the Workplace delegate or the Union to the DLPO within 14 days.
- 12.10. To be eligible to be a Workplace delegate, an ELW must have:
- (a) been performing work through or by means of the DLPO for which they are to be a delegate, or under a contract, or a series of contracts, arranged or facilitated through or by means of the DLPO for which they are to be a delegate, on a regular basis for a period of at least 3 months; and
 - (b) performed at least 100 Engagements with the DLPO in the 3 months prior to their election or appointment.

12.11. This clause 12 is intended to be read in conjunction with, and supplements, the rights conferred on Workplace delegates by the *Fair Work Act 2009* (Cth). Where this clause 12 confers more beneficial rights than the *Fair Work Act 2009* (Cth), the terms of this clause will prevail.

12.12. For the purposes of this clause 12:

- (a) “Eligible ELWs” means members and persons eligible to be members of the delegate’s organisation who are engaged by the DLPO and have accepted an Engagement by the DLPO in the 3 months preceding the proposed distribution date of the of the communication and who have not opted out of the communications .
- (b) “Workplace delegate” has the meaning in section 350C of the *Fair Work Act 2009* (Cth).

13. MINIMUM SAFETY NET

13.1. Safety net compensation

- (a) An ELW must be paid no less overall than the earnings floor over any earnings period set by the DLPO which may be up to 21 days (Earnings Period). The “earnings floor” for an Earnings Period is the number of hours of Engaged Time (pro rata for part hours to the nearest minute) multiplied by the minimum hourly rate in Item B of clause 13.2;
- (b) if an ELW has been paid less than the earnings floor in an Earnings Period, the DLPO will pay a top-up amount to the ELW to make up the difference in the next Earnings Period, or within 7 days after the next Earnings Period.

13.2. Safety net rates

- (a) Safety net rates 1 July 2026 until 31 December 2026

ITEM A CLASS OF VEHICLE	ITEM B HOURLY RATE
No vehicle or Bicycle (pedal powered)	\$31.30
Electric bicycle or scooter	\$31.30
Combustion motorcycles or scooters	\$31.50
Motor vehicles not listed above (electronic or combustion powered) at carrying capacity of up to 1 tonne	\$32

- (b) Safety net rates 1 January 2027 until 31 December 2027

ITEM A CLASS OF VEHICLE	ITEM B HOURLY RATE
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No vehicle or Bicycle (pedal powered)	\$31.80
Electric bicycle or scooter	\$31.80
Combustion motorcycles or scooters	\$32.00
Motor vehicles not listed above (electric or combustion powered) at carrying capacity of up to 1 tonne	\$32.50

13.3. If an ELW engages in Fraudulent conduct in relation to an Engagement, the DLPO may withhold payment for all or part of that Engagement, subject to the following:

- (a) The ELW will be notified at the time the withholding is made. The notification will outline the specific Engagement/s to which the Fraudulent Conduct relates to, what the alleged Fraudulent Conduct is and the amount to be deducted.
- (b) The ELW may contest any such withholding with the DLPO within 14 days of being notified in accordance with clause 13.3(a).

The DLPO must reasonably and in a timely manner consider any information provided by the ELW under clause 13.3(b). If the DLPO reverses its decision to withhold payment due to Fraudulent conduct, the DLPO will pay a top-up amount to the ELW to make up the difference within 7 days of the next Earnings period.

13.4. Non-Engaged Time

- (a) If a DLPO reasonably believes that an Engagement completed by the ELW on the Application includes Non-Engaged Time, the DLPO must issue a notification to the ELW (**First Notification**). The notification must include information relied on by the DLPO to allege non-engaged time.
- (b) If, after the First Notification is issued to the ELW, the DLPO reasonably believes that a subsequent Engagement completed by the ELW on the Application includes Non-Engaged Time, the DLPO must issue the ELW with a second notification (**Second Notification**). The notification must include information relied on by the DLPO to allege non-engaged time.
- (c) If, after issuing the Second Notification, the DLPO reasonably believes that one or more subsequent Engagements completed by the ELW on the Application include Non-Engaged Time, those periods do not count as Engaged Time.
- (d) A DLPO may provide the First Notification and the Second Notification to the ELW through or by means of the Application.
- (e) The DLPO must notify the ELW of the aggregate period of Non-Engaged Time in each Earnings Period, if any, before the end of the Earnings Period.
- (f) The First Notification and the Second Notification expire on the date that is 6 months after

the date of issue by the DLPO. Where a First Notification expires and a Second Notification has been issued, the Second Notification will be treated as the First Notification. If, after the expiry of these notifications, a DLPO reasonably believes that one or more Engagements completed by the ELW on the Application includes Non-Engaged Time, the DLPO must commence the process in clauses 13.4(a) – (e) again.

- 13.5. In spite of the reasonable belief of the DLPO above, if the ELW's Engagement does not include Non-Engaged Time then the DLPO will rescind the First Notification (in relation to that Engagement), Second Notification (in relation to that Engagement) or in the case of clause 13.4(c) will treat this as Engaged Time as is relevant.
- 13.6. Nothing in this clause 13 prevents the DLPO from taking action to terminate the Services of the ELW, nor prevents the ELW from further disputing or challenging any exclusion.
- 13.7. The safety net rates in Item B of clause 13.2 will be adjusted with effect from 1 January 2028 and annually thereafter on each anniversary of that date:
 - (a) By a percentage equal to the increase to the National Minimum Wage in the Fair Work Commission Annual Wage Review from the immediately preceding year; or
 - (b) otherwise varied by any percentage or amount specified by order of the Fair Work Commission.

14. PROVISION OF GIG WORKER INFORMATION STATEMENT

- 14.1 A DLPO must provide a copy of the Gig Worker Information Statement to an ELW before, or as soon as practicable after they commence their first Engagement with the DLPO via email and an in-app notification.
- 14.2 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 14.1 will be provided with a copy via email and an in-app notification.
- 14.3 If there is a material variation to this Minimum Standards Order, including any variation in Safety net rates, the Gig Worker Information Statement must be provided to ELWs per clause 14.2.
- 14.4 Each DLPO is to consult with the Union and in good faith seek to reach an agreement on how the Gig Worker Information Statement is provided to ELWs.
- 14.5 Nothing in this clause 14 requires:
 - (a) an ELW to acknowledge the Gig Worker Information Statement before commencing an Engagement; or
 - (b) a DLPO to keep records in relation to an ELW's acknowledgement of the Gig Worker Information Statement.

15. INTERACTION BETWEEN THIS MINIMUM STANDARDS ORDER AND OTHER LAWS AND INSTRUMENTS

15.1. Where this Minimum Standards Order applies to Services provided by an ELW, the following laws (as rescinded, amended, supplemented or replaced) do not apply to the ELW or DLPO in respect of the Services:

- (a) Chapter 6 of the Industrial Relations Act 1996 (NSW);
- (b) Owner Drivers Forestry Contractors Act 2005 (Vic);
- (c) Chapter 10A of the of the Industrial Relations Act 2016 (Qld);
- (d) Owner Drivers (Contracts and Disputes) Act 2007 (WA); and
- (e) any regulation, rule, or other instrument (however described) made pursuant to, or for the purposes of, any of the laws listed above.

15.2. Where this Minimum Standards Order applies to Services provided by an ELW, no other Minimum Standards Order can also apply to, or cover, the ELW or DLPO in respect of those Services.

15.3. This clause 15.3 applies where:

- (a) a DLPO makes an offer of work based on a reasonable belief that the person to whom the offer is made is an ELW covered by this Minimum Standards Order;
- (b) the person to whom the offer is made (the **Deemed Worker**) accepts the offer of work on that basis and performs the work on that basis, up and until the date of any finding that this Minimum Standards Order does not apply (**Deemed Work**); and
- (c) the DLPO complies with the terms of this Minimum Standards Order in respect of the Deemed Work.

Where paragraphs (a)-(c) are satisfied, to the maximum extent permitted by law:

- (d) if the Deemed Worker was an employee in respect of the Deemed Work: if any court or tribunal is assessing a claim for any employee entitlements (however described and however arising) with respect to or in connection with the Deemed Work, the full value of any and all benefits and payments provided by the DLPO to the Deemed Worker for the Deemed Work will be taken to be paid in satisfaction of, and set off against, any and all employee entitlements arising with respect to or in connection with the Deemed Work;
- (e) if the Deemed worker was a regulated road transport contractor in respect of the Deemed Work: if any court or tribunal is assessing a claim for any regulated road transport contractor entitlements (however described and however arising) with respect to or in connection with the Deemed Work, the full value of any and all benefits and payments provided by the DLPO to the Deemed Worker for the Deemed Work will be taken to be paid in satisfaction of, and set off against, any and all regulated road transport contractor entitlements arising with respect to or in connection with the Deemed Work; and
- (f) if the Deemed Worker was an ELW covered by a different minimum standards order in

respect of the Deemed Work: if any court or tribunal is assessing a claim for any ELW entitlements (however described and however arising) with respect to or in connection with that different minimum standards order, the full value of any and all benefits and payments provided by the DLPO to the Deemed Worker for the Deemed Work will be taken to be paid in satisfaction of, and set off against, any and all ELW entitlements arising under that different minimum standards order with respect to or in connection with the Deemed Work.

GIG WORKER INFORMATION STATEMENT

As a gig worker engaged by [insert company name e.g. Uber] 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. Uber] 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 [insert name of TWU] and access assistance and representation from the TWU by going to: [insert name of TWU] .

[insert fit for purpose TWU link]