



DECISION

Fair Work Act 2009

s.536PD—Commission may make a road transport contractual chain order

Application by Transport Workers’ Union of Australia and Australian Road Transport Industrial Organization

(MS2026/1)

JUSTICE HATCHER, PRESIDENT
VICE PRESIDENT ASBURY
VICE PRESIDENT GIBIAN

SYDNEY, 20 APRIL 2026

Application for a road transport contractual chain order under Part 3B-2 of the Fair Work Act 2009 (Cth) – fuel cost recovery – consideration of road transport objective and minimum standards objective – road transport contractual chain order issued – order effective 21 April 2026.

Introduction

[1] On 26 August 2024, amendments to the *Fair Work Act 2009* (Cth) (**FW Act**) made by the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* (Cth) (**Closing Loopholes Act**) which established a legislative scheme whereby the Commission is empowered to make road transport contractual chain orders (**RTCCOs**) took effect. Under s 536PD of the FW Act, as amended, a RTCCO is an order that ‘sets standards’ for regulated road transport contractors, road transport employee-like workers and other persons in a road transport contractual chain. We shall describe the legislative scheme in greater detail later in this decision, but it must be noted at the outset that a key feature of the scheme is that, under s 536NT(3), a RTCCO may only come into effect not earlier than 12 months after the Commission has published a notice of its intent to make such an order, and a draft of the order, pursuant to s 536PG(1). Under s 536NT(4), the 12-month period may be reduced to six months if the Commission is satisfied that the circumstances urgently require it.

[2] On 28 February 2026, the armed forces of the United States and Israel commenced air strikes against various targets in Iran. In response, Iran began to conduct missile and drone attacks against targets in Israel, Saudi Arabia, the United Arab Emirates, Bahrain, Qatar and Kuwait. On the same day, Iran also declared that the Strait of Hormuz was closed to all transiting vessels. The Strait of Hormuz is the route by which vessels access and egress the Persian Gulf, with 20–30 per cent of all global oil and liquefied natural gas supplies having to transit through this route. In the following days, Iran attacked a number of vessels attempting to transit the Strait of Hormuz. It also engaged in attacks upon oil production, distribution and refining facilities in Gulf countries. Notwithstanding a ceasefire having taken effect from 7 April 2026, Iran has continued to disrupt shipping traffic in the Strait of Hormuz and in

addition, the United States has, from 12 April 2026, imposed a naval blockade on vessels entering or exiting Iranian ports.

[3] The disruption which these hostilities caused to the oil supply chain soon made itself felt in Australia in the form of sharply increased prices for diesel and petrol. With respect to diesel, for example, data published by the Australian Institute of Petroleum (AIP) showed that the national average terminal gate (NATG) price for diesel fuel was 165.4 cents per litre on 27 February 2026, the day before hostilities commenced, and had increased to 185.6 cents per litre by 6 March 2026. However, from that point, the price began to increase more substantially. A week later (13 March 2026), the price was 249.1 cents per litre, and two weeks after that (27 March 2026) it had reached 310.6 cents per litre — an increase of 66 per cent. The NATG price for petrol followed a similar trajectory: on 27 February 2026, it was 156.2 cents per litre, on 6 March 2026 it was 168.7 cents per litre and, by 27 March 2026, it was 246.9 cents per litre.

[4] On 26 March 2026, the *Fair Work Amendment (Fairer Fuel) Bill 2026* (**Bill**) was introduced into the House of Representatives. Its key feature was to empower the Minister to determine an application for a RTCCO to be an ‘emergency application’ if satisfied that there are events or circumstances which are having, or likely to imminently have, a significant national negative impact on the road transport industry. In that circumstance, if the Commission proceeds to publish a notice of intent, any subsequent RTCCO that is made may come into effect within a period that the Commission considers reasonable. This would circumvent the current 12-month and six-month minimum periods and allow a ‘time-sensitive’ RTCCO to be made on an expedited basis where the requisite Ministerial determination is made.

[5] In her second reading speech for the Bill, the Minister (the Hon Amanda Rishworth) said:

This bill is about making sure hardworking truckies and small road transport businesses are not pushed to the brink by severe cost shocks.

Under the current legislation, the Fair Work Commission must consult when setting a contractual chain order for a minimum of six months.

As our country experiences the impact of the war in the Middle East, the government recognises the need to establish an urgent pathway for truckies and road transport businesses to argue for their fair share in the Fair Work Commission.

This bill will amend the Fair Work Act to enable the commission to respond more quickly to contractual chain order applications in time-sensitive circumstances.

The amendments will now allow me, as minister, to determine that an application can be dealt with more quickly when there is a significant, national, negative impact on the road transport sector and it is in the public interest to act quickly. In doing so, the minister will need to consider the road transport objective, which requires balancing the interests of businesses and drivers, with a focus on the sustainability of the sector.

Once a determination is made, the commission will be able to make contractual chain orders without the usual six-month minimum timeframe, so that truckies and small road transport businesses aren't left to worry about managing rising costs on their own.

[6] The Bill was passed by the House of Representatives on 26 March 2026 and was introduced into the Senate on the same day. It was passed on 30 March 2026 and received Royal Assent on 1 April 2026. The *Fair Work Amendment (Fairer Fuel) Act 2026* (Cth) (**Amendment Act**) commenced operation on 2 April 2026.

[7] On 2 April 2026, the Transport Workers' Union of Australia (**TWU**) and the Australian Road Transport Industrial Organization (**ARTIO**) filed an application in the Commission for a RTCCO (**Joint Application**) to deal with the issue of rising fuel costs. The Joint Application stated:

This application ... is made on an urgent basis, seeks orders to come into effect as soon as permissible, deals specifically with fuel costs and contemplates weekly changes to the cost recovery rate to reflect fluctuating fuel costs.

[8] The RTCCO sought in the Joint Application would, in brief summary, require participants in road transport contractual chains to regularly review rates paid for the provision of road transport services and to adjust them to allow for cost recovery of the increased price of diesel and fuel caused by the disruption to oil supply as a consequence of the conflict in the Middle East.

[9] On 2 April 2026, after the application had been filed, the President of the Commission published a statement which indicated that:

- The Joint Application would be treated as a major case, would be given priority under s 582(4D) of the FW Act, and would be heard and determined as expeditiously as practicable;
- the Commission would notify interested persons of the Joint Application via its subscription service and establish a major case webpage on its website in respect of the application as a means for communicating developments in the matter;
- an Expert Panel (**Panel**) to deal with the application was constituted in accordance with s 617(10B)(da) of the FW Act; and
- the Panel would conduct an initial hearing on an urgent basis on 8 April 2026 to consider whether it should publish a notice of intent to make a RTCCO and a draft order under s 536PG of the FW Act and, if it did so, what the terms of the draft order should be.

[10] On 7 April 2026, the Minister published a draft 'Fair Work (Emergency Application – MS2026/1) Determination 2026' and invited written submissions in response, which were to be provided by 5:00 pm (AEST) on 8 April 2026.

[11] As the Panel constituted to consider and determine the Joint Application, we conducted the initial hearing on 8 April 2026, and then conducted further hearings on 10 and 13 April 2026. On 10 April 2026, the Expert Panel provided a discussion document to interested parties participating in the hearing containing a version of the proposed order which endeavoured to simplify the terms of the proposed order and respond to some of the concerns expressed in the course of the hearing. The discussion document was made available on the Commission's website. Also on 10 April 2026, the Minister made and published the *Fair Work (Emergency Application – MS2026/1) Determination 2026* (**Determination**) under s 536PEA(3) of the FW Act. In respect of the Joint Application, clause 5 of the Determination provides:

5 Emergency application determination

- (1) I hereby determine that the application is an emergency application.
- (2) The circumstance to which the application relates is the fuel supply chain disruption resulting from, or which continues to be affected by:
 - (a) the significant reduction in shipping through the Strait of Hormuz; and
 - (b) conflict in the Middle East.

[12] On 14 April 2026, we published a Notice of Intent to make a RTCCO under s 536PG(1) of the FW Act together with a draft of the proposed RTCCO. In a Statement which we published together with the Notice of Intent and draft RTCCO ([\[2026\] FWCFB 83](#)), we indicated that:

- (1) Affected entities were invited to file written submissions in response to the draft RTCCO by 12:00 pm (AEST) on 17 April 2026.
- (2) An engagement conference was to be conducted by Vice President Asbury on 16 April 2026. Any parties to be covered by the draft RTCCO were invited to attend this conference (in person or by videolink) to express their views about the draft RTCCO.
- (3) A further hearing was to be conducted by the Panel on 17 April 2026, at which parties were invited to adduce evidence and make submissions.
- (4) The Road Transport Advisory Group (**RTAG**) was directed (by the President pursuant to s 40F(5) of the FW Act) to advise the Commission of its views concerning the draft RTCCO by 12:00 pm (AEST) on 17 April 2026.

[13] A number of written submissions were received by the Commission pursuant to item (1) above. The conference and hearing were conducted on 16 and 17 April 2026 respectively in accordance with items (2) and (3) above, and the RTAG provided advice as to its views concerning the draft RTCCO in accordance with item (4).

[14] We have decided to make a time-sensitive RTCCO. The RTCCO we make is substantially in the same terms as the draft RTCCO, with some minor textual modifications. The RTCCO is published together with this decision. Our reasons for this decision are set out below. It should be noted that, because of the time-sensitive nature of the Joint Application and the expedition which has been given to its determination, our reasons are somewhat truncated and less detailed than they might otherwise have been.

The statutory scheme

[15] The Closing Loopholes Act introduced a raft of new provisions into the FW Act which confer powers on the Commission to ‘ensure that certain independent contractors are entitled to greater workplace protections than they are currently’: Revised Explanatory Memorandum at [36]. The provisions apply to ‘regulated workers’ who are either employee-like workers (being persons who perform digital platform work under a services contract in the manner defined in s 15P) or regulated road transport contractors (being persons who perform work under a services contract in the road transport industry in the manner defined in s 15Q). An

employee-like worker who performs work in the road transport industry is a ‘road transport employee-like worker’ (s 15RB).

[16] The principal provisions are contained in Chapter 3A (which provides for minimum standards for regulated workers) and Chapter 3B (which provides for minimum standards for persons in a road transport contractual chain). The present proceeding is primarily concerned with the powers of the Commission to make a RTCCO under Chapter 3B. Section 536PD permits the Commission to make a RTCCO either on application or on its own initiative. The section provides:

536PD Road transport contractual chain orders

- (1) The FWC may make an order (a *road transport contractual chain order*) that sets standards for regulated road transport contractors, road transport employee-like workers and other persons in a road transport contractual chain.

Note 1: The FWC must be constituted by an Expert Panel for the purposes of making a road transport contractual chain order (see subsection 617(10B)).

Note 2: A time-sensitive road transport contractual chain order is a road transport contractual chain order (see the definition of *time-sensitive road transport contractual chain order* in section 12).

- (2) A road transport contractual chain order cannot confer rights or impose obligations on a person in the capacity of an employee.
- (3) The FWC may make a road transport contractual chain order under this section:
- (a) on its own initiative; or
 - (b) on application under subsection 536PE(1).
- (4) The FWC must not make a road transport contractual chain order that covers road transport employee-like workers unless the FWC considers it appropriate.

[17] An application for the making of a RTCCO can be made under s 536PE by a relevant industrial organisation, a regulated business in a road transport contractual chain, a person who is a primary party to the first contract in a contractual chain, the Minister or another person or body prescribed in the regulations. There is no issue that the TWU and ARTIO are entitled to apply to the Commission for the making of a RTCCO under s 536PE(1)(a).

[18] The Amendment Act introduced s 536PEA which permits the Minister to determine that an application is an ‘emergency application’. The section provides:

536PEA Emergency applications

When an application is an emergency application

- (1) An application for the making of a road transport contractual chain order, or an application for a determination varying or revoking a road transport contractual chain order, is an *emergency application* if the Minister makes a determination under subsection (3) that the application is an emergency application.
- (2) The application ceases to be an *emergency application* when the earlier of the following occurs:
- (a) the road transport contractual chain order comes into operation, or is varied or revoked, as a result of the application;
 - (b) the period of 6 months starting on the day the Minister makes the determination ends.

Ministerial determination

- (3) The Minister may determine, by notifiable instrument, that an application referred to in subsection (1) is an **emergency application** if, having regard to the matters in section 40D (the road transport objective), the Minister is satisfied that:
- (a) an event or circumstance, or series of events or circumstances, has occurred or is occurring; and
 - (b) the event or circumstance, or series of events or circumstances, is currently having, or is likely to imminently have, a significant national negative impact on the road transport industry; and
 - (c) it is in the public interest to make the determination.

[19] A RTCCO made or varied as a result of an emergency application is a ‘time-sensitive road transport contractual chain order’.

[20] As will be apparent, s 536PD(1) indicates that a RTCCO ‘sets standards’ for regulated road transport contractors, road transport employee-like workers and other persons ‘in a road transport contractual chain’. The concept of a ‘road transport contractual chain’ and the identification of the persons who are ‘in a road transport contractual chain’ are central to the operation of the provisions. Those terms are defined in s 15RA as follows:

15RA Meanings of road transport contractual chain and in a road transport contractual chain

- (1) A **road transport contractual chain** means a chain or series of contracts or arrangements:
- (a) under which work is performed for a party to the first contract or arrangement in the chain or series by a regulated road transport contractor or a road transport employee-like worker under a services contract, or by an employee; and
 - (b) in which at least one party to the first contract or arrangement in the chain or series is a constitutional corporation.
- (2) A person is **in a road transport contractual chain** if:
- (a) the person is a party (a **primary party**) to the first contract or arrangement in the road transport contractual chain; or
 - (b) the person is a party (a **secondary party**) to a subsequent contract or arrangement in the road transport contractual chain, being a contract or arrangement under which work is performed for the secondary party by a regulated road transport contractor or a road transport employee-like worker under a services contract, or by an employee; or
 - (c) the person is a regulated road transport contractor or a road transport employee-like worker who performs work under a services contract in the road transport contractual chain.
- (3) Despite subsection (2), an individual is not **in a road transport contractual chain** in relation to:
- (a) the delivery of a thing to the individual by a regulated road transport contractor, a road transport employee-like worker or an employee, if the delivery of the thing is solely for the individual’s private or domestic purposes; or
 - (b) the consignment of a thing by the individual for delivery by a regulated road transport contractor, a road transport employee-like worker or an employee if the consignment of the thing is solely for the individual’s private or domestic purposes; or
 - (c) work performed by the individual in the capacity of an employee; or

- (d) work performed by the individual in an industry prescribed by the regulations for the purposes of this subsection.
- (4) For the purposes of paragraph (3)(d):
 - (a) an industry may be specified by name or by inclusion in a specified class or specified classes; and
 - (b) an industry may be specified in respect of work in the road transport industry, or in respect of specified forms of such work.
- (5) For the purposes of subsection (1), work performed by a regulated road transport contractor or a road transport employee-like worker under a services contract, or by an employee, in a chain or series of contracts or arrangements:
 - (a) is taken to be performed for the person who engaged the regulated road transport contractor, road transport employee-like worker or employee; and
 - (b) is also taken to be performed for each party to a contract or arrangement in the chain or series of contracts or arrangements.
- (6) This section also has the effect that it would have if it only applied to a secondary party to the extent that rights conferred on, and obligations imposed on, the secondary party by Chapter 3B have, or are likely to have, an impact on the business of the constitutional corporation that is a primary party to the first contract or arrangement in a road transport contractual chain.
- (7) This section also has the effect that it would have if it only applied to a secondary party to a contract or arrangement in a road transport contractual chain that:
 - (a) is a constitutional corporation; or
 - (b) is a party to a contract with a constitutional corporation; or
 - (c) is a national system employer to the extent that it engages national system employees to perform work in the road transport industry; or
 - (d) is a regulated business; or
 - (e) is engaged in constitutional trade or commerce; or
 - (f) is incorporated in a Territory; or
 - (g) is prescribed by the regulations.

[21] The definition of a ‘road transport contractual chain’ is, as the term suggests, intended to capture a circumstance in which work is performed by a regulated road transport contractor or a road transport employee-like worker or by an employee for a party to a first contract or arrangement, but in which there are a series of contracts or arrangements interposed between the party to the first contract and the contractor, employee-like worker or employee who ultimately undertakes the transport task. Section 15RA(5) makes clear that work is taken to be performed by a road transport contractor or employee-like worker ‘for’ each party to a contract or arrangement in the chain or series of contracts or arrangements.

[22] The definition requires some elaboration. The parties to the first contract in a road transport contractual chain are each a ‘primary party’. A person who is a party to one of the subsequent contracts or arrangements in the road transport contractual chain under which work is performed by the person will be a ‘secondary party’. One of the primary parties in each contractual chain will also be a secondary party, that is, a party to a subsequent contract or arrangement under which work is performed by a road transport contractor or employee-like worker. Each primary party and secondary party, as well as a regulated road transport contractor or road transport employee-like worker who performs work under a services contract in the regulated road transport contractual chain, are persons who are ‘in a road transport contractual

chain' for the purposes of s 15RA(2). Such persons are able to be covered by a RTCCO and a RTCCO may apply to those persons in accordance with ss 536NR and 536NS.

[23] The definition of who is a person 'in a road transport contractual chain' contains a number of exclusions. In particular, s 15RA(3)(a) and (b) indicate that an individual is not 'in a road transport contractual chain' in relation to the delivery or consignment of a thing that is solely for the individual's private or domestic purposes and, as a result, cannot be subject to obligations under a RTCCO in relation to that delivery or consignment. Section 15RA(3)(c) makes clear that a person is not 'in a road transport contractual chain' in relation to work performed by the individual in the capacity of an employee. That is consistent with the provision in s 536PD(2) that a RTCCO cannot confer rights or impose obligations on a person in the capacity of an employee.

[24] The provisions set out a number of matters that must take place before the Commission makes a RTCCO. Those matters fall into two categories. The FW Act requires the Commission to have regard to various specified matters when performing a function or exercising a power under Chapter 3B, or constituted as an Expert Panel for the road transport industry, and when deciding whether to make or vary a RTCCO and sets out an array of procedural requirements which must be complied with when the Commission is considering an application for a RTCCO or considering making a RTCCO on its own initiative. It is convenient to first deal with the matters to which the Commission must have regard when deciding whether to make a RTCCO and then set out the procedural requirements.

[25] The matters to which the Commission is expressly required to have regard are found in three places. First, s 40D sets out the 'road transport objective' and provides that an Expert Panel for the road transport industry must take into account that objective in performing a function or exercising a power under the FW Act. The road transport objective is described as follows:

40D The road transport objective

In performing a function or exercising a power under this Act, the Expert Panel for the road transport industry must take into account the need for an appropriate safety net of minimum standards for regulated road transport workers and employees in the road transport industry, having regard to the following:

- (a) the need for standards that ensure that the road transport industry is safe, sustainable and viable;
- (b) the need to avoid unreasonable adverse impacts upon the following:
 - (i) sustainable competition among road transport industry participants;
 - (ii) road transport industry business viability, innovation and productivity;
 - (iii) administrative and compliance costs for road transport industry participants;
- (c) the need to avoid adverse impacts on the sustainability, performance and competitiveness of supply chains and the national economy;
- (d) the need for minimum standards in road transport contractual chains.

This is the *road transport objective*.

Note: The matters that must be dealt with by the Expert Panel for the road transport industry are matters relating to modern awards relating to the road transport industry, road transport minimum standards orders and road transport contractual chain orders (see subsection 617(10B)). The President also has a discretion to direct the Expert Panel for the road transport industry to deal with a matter (see subsection 617(10D)).

[26] The road transport objective is required to be taken into account, among other things, when exercising the power of making a RTCCO under s 536PD.

[27] Second, s 536NN provides that the Commission must have regard to the ‘minimum standards objective’ in performing a function or exercising a power under Chapter 3B. The ‘minimum standards objective’ is found in s 536JX and sets out matters also required to be taken into account in making minimum standards orders for regulated workers under Chapter 3A. Section 536JX provides:

536JX The minimum standards objective

In performing a function or exercising a power under this Part, the FWC must take into account the need for an appropriate safety net of minimum standards for regulated workers, having regard to the following:

- (a) the need for standards that:
 - (i) are clear and simple; and
 - (ii) are fair and relevant; and
 - (iii) recognise the perspectives of regulated workers, including their skills, the value of the work they perform and their preferences about their working arrangements; and
 - (iv) do not change the form of the engagement of regulated workers from independent contractor to employee; and
 - (v) do not give preference to one business model or working arrangement over another; and
 - (vi) are tailored to the relevant industry, occupation or sector and the relevant business models; and
 - (vii) are tailored to the type of work, working arrangements and regulated worker preferences; and
 - (viii) reflect the differences in the form of engagement of regulated workers as independent contractors to the form of engagement of employees; and
 - (ix) have regard to the ability of regulated workers to perform work under services contracts for multiple businesses, and the fact that the work may be performed simultaneously;
- (b) in addition to the other matters provided for in this subsection, the need for standards that deal with minimum rates of pay that:
 - (i) take into account costs necessarily incurred by regulated workers directly arising from the performance of a services contract; and
 - (ii) take into account safety net minimum standards that apply to employees performing comparable work; and
 - (iii) do not change the form of the engagement of regulated workers;
- (c) the need to avoid unreasonable adverse impacts upon the following:
 - (i) sustainable competition among industry participants;
 - (ii) business costs, regulatory burden, sustainability, innovation, productivity or viability;
 - (iii) administrative and compliance costs for industry participants;
 - (iv) the national economy;
 - (v) persons or bodies that use or rely on the work performed by regulated workers, or the services received under services contracts for the performance of that work;

- (d) the need to consider other orders or instruments (however described) made under this Chapter and to avoid unnecessary overlap of such orders or instruments.

This is the *minimum standards objective*.

[28] The third provision that identifies matters the Commission must take into account when deciding to make a RTCCO is s 536PF. The section provides:

536PF Particular matters FWC must take into account in making a decision on a road transport contractual chain order

- (1) This section applies if:
 - (a) an application is made for a road transport contractual chain order under subsection 536PE(1) or for a variation of a road transport contractual chain order under section 536PS; or
 - (b) the FWC is considering making or varying a road transport contractual chain order on its own initiative.
- (2) The FWC:
 - (a) must not make or vary the road transport contractual chain order unless there has been genuine engagement with the parties to be covered; and
 - (b) must not make or vary the road transport contractual chain order unless the Road Transport Advisory Group has been consulted; and
 - (c) must not make or vary the road transport contractual chain order unless the consultation process set out in Subdivision C of this Division has been followed; and
 - (d) in deciding whether to make or vary the road transport contractual chain order, must have regard to the commercial realities of the road transport industry, including commercial practices in relation to part load, mixed load, no load, multi-leg and return trips; and
 - (e) must not make or vary the road transport contractual chain order unless the FWC is satisfied that making or varying the road transport contractual chain order will not unduly affect the viability and competitiveness of road transport businesses, owner drivers or other similar persons; and
 - (f) in deciding whether to make or vary the road transport contractual chain order, must take into account any current or proposed road transport contractual chain orders and any current or proposed minimum standards orders; and
 - (g) must take reasonable steps to ensure that the coverage of the road transport contractual chain order is clear.
- (3) If paragraph (1)(a) applies and the application is an emergency application, a direction under subsection 582(4D) does not apply to the FWC when deciding whether to make or vary the road transport contractual chain order.

[29] Although the section is entitled ‘Particular matters FWC must take into account in making a decision on a road transport contractual chain order’, it specifies procedural steps that must have occurred before the Commission makes or varies a RTCCO (s 536PF(2)(a)–(c)), matters to which the Commission must have regard to or about which it must be satisfied before it makes or varies a RTCCO (s 536PF(2)(d)–(f)), and a requirement as to the content of any RTCCO the Commission makes (s 536PF(2)(g)). We will discuss in more detail later the procedural steps required by s 536PF(2)(a)–(c).

[30] The FW Act builds in a delay in the commencement of a RTCCO. Section 536NT provides that a RTCCO comes into operation on the day specified in the order which generally must be not earlier than 12 months after the relevant notice of intent for the order under s 536PG(1) was published, or another period of at least six months if the Commission is satisfied the circumstances urgently require it. The Amendment Act introduced a new provision in s 536NT(4)(a) which provides that, in the case of a time-sensitive RTCCO, the Commission may reduce that 12-month period to another period that the Commission ‘considers is reasonable’. There is no minimum period in the case of a time-sensitive RTCCO.

[31] A RTCCO must include terms dealing with coverage (s 536PM), about the interaction with minimum standards (s 536PN) and with respect to settling disputes about matters arising under the order (s 536PP). The content of a RTCCO is generally dealt with in s 536PQ. The terms that may be included in a time-sensitive RTCCO are set out in s 536PQA as follows:

536PQA Terms that must be included in a time-sensitive road transport contractual chain order

- (1) A time-sensitive road transport contractual chain order must include one or more terms relating to the event or circumstance, or series of events or circumstances, to which the order relates.

Note 1: For the event or circumstance, or series of events or circumstances, to which the order relates: see subsection 536PEA(3).

Note 2: Time-sensitive road transport contractual chain orders must also include the terms set out in sections 536PM, 536PN and 536PP.

- (2) Terms relating to the event or circumstance, or series of events or circumstances, to which the order relates may be about, but are not limited to, any of the following matters:
- (a) payment times;
 - (b) fuel levies;
 - (c) rate reviews;
 - (d) termination, including one way termination for convenience;
 - (e) cost recovery.
- (3) The FWC must include one or more terms covered by this section in a road transport contractual chain order if:
- (a) the order is not a time-sensitive road transport contractual chain order at the time the order is made; and
 - (b) the FWC decides to vary the order as a result of an application for a determination varying or revoking the order that is an emergency application; and
 - (c) the term relates to the event or circumstance, or series of events or circumstances, to which the emergency application relates.

Note: For the event or circumstance, or series of events or circumstances, to which the emergency application relates: see subsection 536PEA(3).

[32] Terms that the Commission may include in a time-sensitive RTCCO which relate to the event or circumstance, or series of events or circumstances, to which the order relates may therefore at least be about payment times, fuel levies, rate reviews, termination or cost recovery.

[33] A time-sensitive RTCCO is made as a result of the Minister being satisfied that an event or circumstance, or events or circumstances, has occurred or is occurring that is having, or is likely to imminently have, a significant national negative impact on the road transport industry.

Nonetheless, once it is made, s 536NT(7) provides that a RTCCO continues in operation until it is revoked. The Commission may make a determination under s 536PT(1) varying or revoking a road transport contractual chain order if it is satisfied that making the determination is consistent with the minimum standards objective and the road transport objective.

Genuine engagement, consultation and procedural fairness

[34] As earlier set out, the FW Act establishes three procedural preconditions concerning genuine engagement or consultation applicable to the making of a RTCCO. It is convenient, before we turn to the merits of the Joint Application, to detail how those preconditions have been addressed and address some associated issues raised by some parties concerning procedural fairness.

[35] The first procedural precondition in s 536PF(2)(a) of the FW Act is that the Commission must not make a RTCCO unless there has been ‘genuine engagement with the parties to be covered’. The term ‘genuine engagement’ is not defined in the FW Act. ‘Engagement’ is a word of broad import with different shades of meaning. Its most relevant meaning is the act of occupying a person’s attention or effort: Macquarie Online Dictionary. The context in which the word appears implies an effort to attract the attention of parties to be covered by the RTCCO for the purpose of eliciting a response. This must be ‘genuine’ — that is, real or authentic and not merely nominal. ‘The parties to be covered’ is, we consider, a reference to the persons in a road transport contractual chain who will be covered by a RTCCO that is proposed to be made. Section 536NS provides in this respect that a RTCCO covers a person in a road transport contractual chain if the RTCCO is expressed to cover the person. As is the case with the opportunity that must be provided for affected entities to make written submissions, the content of the engagement with parties to be covered by a RTCCO which is able, or required, to be undertaken will be affected by the circumstances in which consideration is being given to making a RTCCO and the nature and content of the RTCCO.

[36] We consider that the Commission has engaged in the genuine engagement with the parties required by s 536PF(2)(a) by taking the following steps:

- publishing the application and all subsequent documents filed in the matter on an identifiable page on its website;
- publishing a Statement by the President explaining the nature of the proceeding and the initial procedural steps to be taken on 2 April 2026, which statement was published on the website, posted on LinkedIn to 97,000 followers and sent to subscribers to the Commission’s announcements and regulated worker standards email subscriber list (14,320 emails sent and nearly 2,500 opened);
- conducting a three-day hearing on 8, 10 and 13 April 2026 prior to the publication of the Notice of Intent and draft RTCCO in which any party to be covered could participate and in which a wide range of parties did in fact participate and publishing a discussion document to facilitate engagement with the possible terms of a draft RTCCO;
- publishing the Notice of Intent and draft RTCCO, and the Expert Panel’s accompanying statement explaining the next procedural steps to be taken, sending them by email to subscribers to the relevant list (14,420 emails sent and

approximately 3,000 opened), posting on LinkedIn, Facebook, and Instagram, and releasing a media statement;

- inviting written submissions to be filed in response to the draft RTCCO;
- conducting an ‘engagement conference’ on 16 April 2026 in which any party could participate and express their views in relation to the draft RTCCO, and which was in fact attended by a number of parties including a significant number of owner-drivers;
- sending an update on 16 April 2026 via the email subscribed list and further posts on LinkedIn, Facebook, and Instagram; and
- conducting a further hearing on 17 April 2026 to receive evidence and submissions in response to the draft RTCCO.

[37] The second requirement, in s 536PF(2)(b), is that the Commission must not make a RTCCO unless the RTAG has been consulted. The RTAG is established by s 40E(1) of the FW Act and has the function of advising the Commission in relation to matters relating to the road transport industry. As earlier stated, a direction was given to RTAG at the time the Notice of Intent and draft RTCCO were published for it to provide its views as to the draft RTCCO. The RTAG provided its advice in writing on 16 April 2026, which advice was published on the Commission’s website. That advice disclosed that the RTAG had, in accordance with s 40G(3)(a) of the FW Act, established a subcommittee of which a majority were owner-drivers or representatives of owner-drivers for the purpose of the required consultation, and that subcommittee had met on 15 April 2026. As discussed later, we have taken the RTAG’s advice into account.

[38] The third requirement in s 536PF(2)(c) is that the Commission must not make a RTCCO unless the consultation process set out in Subdivision C of Division 2 of Part 3B-2 has been followed. That consultation process requires, in s 536PG, that the Commission publish a notice that the Commission proposes to make a RTCCO together with a draft of the proposed RTCCO on its website and by any other means the Commission considers appropriate. As we have earlier explained, these steps were taken on 14 April 2026, with the Notice of Intent and draft RTCCO being published on the Commission’s website and sent to the Commission’s subscribers.

[39] Section 536PH(1) further requires that the Commission ensure that affected entities have a reasonable opportunity to make written submissions to the FWC for its consideration in relation to the draft RTCCO, with s 536PH(1A) clarifying that where the draft is for a time-sensitive RTCCO, a ‘short period’ may constitute the requisite reasonable opportunity. The Explanatory Memorandum for the Bill states at [28]:

... depending on the nature of the circumstances, a “short period” could be as short as a few working days, if that would be required to facilitate a timely response to the time sensitive event/ circumstances, and as long as the shortened period still provided affected entities with a reasonable opportunity to make submissions in relation to the draft order.

[40] Upon publication of the Notice of Intent and draft RTCCO, the Commission provided an opportunity for any person which considered itself to be an ‘affected entity’ to file written submissions by midday on 17 April 2026. Having regard to the urgency of the matter, that provided what we consider to be a reasonable opportunity to make submissions, and a number

of submissions were in fact filed within the timeframe we prescribed. Sections 536PJ and 536PK are not applicable because we have not decided to make significant changes to the draft RTCCO and we have not decided to not to make a RTCCO based on the draft.

[41] A few parties who participated in the proceedings (principally the AiG/NatRoad entities¹) complained at various points that they were not being afforded procedural fairness as a result of the abbreviated time periods which were afforded to interested parties to prepare submissions, provide evidence and prepare for the hearings. We reject this. The statutory scheme itself, by the procedural preconditions we have discussed, prescribes to a large extent the way in which procedural fairness is to be afforded to those who might be affected by an exercise of power under Part 3B-2 of the FW Act. We have detailed how we consider those preconditions have been complied with in a way intended to maximise the opportunity for parties to be heard in relation to the proceedings. More generally, the fact that the proceedings have been conducted in an expedited way commensurate with the urgent subject matter of the Joint Application is not of itself indicative of any failure to afford procedural fairness. The requirements of procedural fairness are flexible and depend upon what is necessary to provide a fair opportunity to be heard in a particular case: *Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union v Abigroup Contractors Pty Ltd* [2013] FCAFC 148 at [125] (Katzmann and Rangiah JJ). The need for an urgent exercise of a statutory power can limit the opportunity that must be afforded to an affected person to be heard: *Marine Hull and Liability Insurance Co Ltd v Hurford* (1985) 10 FCR 234 at 241–242 (Wilcox J); *Western Australia v Native Title Registrar* (1999) 95 FCR 93 at [36] (Carr J); *South Australia v Slipper* [2004] FCAFC 164; 136 FCR 259 at [113] (Finn J). In this case, as we have detailed, affected parties have been afforded multiple opportunities, albeit within a compressed timeframe, to adduce evidence (including *viva voce* evidence), make written and oral submissions, and participate more generally in consultation and engagement processes. We note that those parties which did complain that they were not being afforded procedural fairness were nonetheless able to make detailed written and oral submissions. They did not adduce any evidence despite other respondents to the Joint Application having been able to take advantage of the opportunities provided to call evidence.

The Joint Application

[42] The Joint Application, as filed, seeks the making of a RTCCO which would cover work in all sectors of the road transport industry except for ‘on demand delivery work’. The TWU and the ARTIO subsequently supported further exclusions for ‘cash in transit’ work and ‘rideshare’ work. The RTCCO sought by the applicants would, in substance, impose the following obligations:

- (1) Primary parties who are party to contracts or arrangements in a road transport contractual chain must conduct weekly reviews with the other party about fuel costs and must amend payment terms to ensure the payment of rates for the performance of work that achieves cost recovery for fuel.
- (2) Primary parties must ensure that it is a term of any contract or arrangement between a secondary party and any road transport business, digital labour platform operator or regulated worker in the contractual chain that the secondary party conducts a weekly review of the price of fuel that takes into account a number of

identified matters, or have agreed mechanisms in place that provide for the conduct of such weekly reviews, and pays road transport businesses or regulated workers rates for the performance of work that achieve cost recovery for fuel.

- (3) Secondary parties who engage regulated road transport businesses, digital labour platform operators or regulated workers to perform work must conduct weekly reviews with those regulated road transport businesses, digital labour platform operators or regulated workers about fuel costs and must amend payment terms to ensure that those road transport businesses, digital labour platform operators or regulated workers are paid rates that achieve costs recovery for fuel.

[43] The Joint Application, as filed, also contained anti-avoidance and savings provisions and a dispute settlement procedure.

[44] The Joint Application's purpose is described in the application as follows:

The proposed [RTCCO] provides an appropriate safety net of minimum standards by setting out, in a clear and simple manner, fair and relevant terms and obligations to ensure that regulated road transport businesses, digital labour platform operators and regulated workers are paid a rate or rates for the performance of work under the contract or arrangement that achieves cost recovery for Fuel.

The transport industry is facing unprecedented increases in fuel prices, which are threatening the viability of transport businesses across the industry. It is essential that immediate action is taken to address this issue and that it is treated as an emergency, given the potential harm that any large-scale disruption may cause to regulated workers, the persons or bodies who rely on their services and the Australian economy at large.

Requiring that the rate or rates are reviewed at least weekly will ensure that regulated workers can continue to meet a cost that is consistently increasing at a rapid rate and allow workers to achieve cost recovery. Regulated workers are particularly vulnerable to sudden, extreme increases in the price of Fuel as the vast majority of such workers are necessarily required to purchase fuel at least weekly, if not more often, to perform their obligations under their services contracts. Without provision for cost recovery for fuel, there is real cause for concern that competition among industry participants will be severely harmed as regulated workers, and regulated road transport businesses, pause operating or cease operating entirely.

The requirement that both primary and secondary parties conduct rate reviews, and that both secondary parties and regulated workers be paid a cost recovery rate for fuel, recognises that secondary parties also face an economic burden from the increased fuel prices. It is necessary for this cost to be shared by primary parties as it recognises the economic power of primary parties in the contract chain and avoids unreasonably concentrating the adverse impacts of fuel price increases on some, but not all, industry participants.

Evidentiary material

[45] The TWU adduced evidence from the following witnesses (via witness statements and/or oral evidence):

- Dr Michael Rawling* — Associate Professor, Faculty of Law, University of Technology Sydney.
- Dr Kim Hassall* — Consulting Academic, National Chair Education Chartered Institute of Logistics and Transport Australia, Foundation Chair National Truck Accident Research Centre, and Director Industrial Logistics Institute.
- Professor David Peetz* — Professor Emeritus of Employment Relations, Griffith University.
- Kevin Andrich* — Owner-Driver, Concrete Carter for Hy—Tec Pty Ltd.
- Zak O’Brien — Owner-Driver, Team Global Express.
- Frank Arcidiaco — Owner-Driver, Long Distance Transport.
- Ian Barnaville* — Owner-Driver, Concrete Carter for Holcim (Australia) Pty Ltd.
- Bikramjit Singh — Owner-Driver, transporting groceries.
- Brijesh Patel — Delivery Driver, Amazon Flex.
- Jack Boutros — Road Transport Coordinator, TWU.
- Robert Rasmussen* — Central West Sub—Branch Secretary, TWU.
- Sam Kurdi — Delivery Driver, Cordina Farms.
- Tracey Little — Rideshare Driver, DiDi and Uber.
- Dawid Wojcik — Owner-Driver and Contract Carrier for Toll Transport Pty Ltd.

[46] The ARTIO adduced evidence from the following witnesses:

- Cameron Dunn* — Managing Director, FBT Transwest.
- Dennis Ryan* — Director, BW & J Ryan trading as Ryans Bricks and Transport.
- Rhiannon Dickenson* — Office Manager, Daryl Dickenson Transport.
- Sam Pantou — Director, Metropolitan Express Transport Services.

[47] The National Road Freighters Association (**NRFA**), which supported the Joint Application, called evidence, by witness statement and or oral evidence, from the following persons:

- Darren Johnson — Fleet Operator, Alldar Transport.
- Steve Settineri— Fleet Operator, STS Bulk Haulage.
- Dave Carter — Former Owner-Driver.
- Matthew Peterson — Fleet Operator, MJ Peterson Transport.
- Varinder Singh — Owner-Driver, contracted to Bonds Transport Group.
- Mark Reynolds — Owner-Driver, contracting to major egg and meat producers and produce suppliers.
- Chris Roe — Fleet Operator, Roe’s Holdings Pty Ltd, delivering steel, timber and construction materials to private and public infrastructure projects.
- Dale McDonald — Owner-Driver and Director, McDonalds Linehaul Services Pty Ltd.
- Glenn Kendall — Small Fleet Operator, moving oversize farm equipment around WA.
- Paul O’Neill — Fleet Operator, Tympat Pty Ltd, building and mine construction services

[48] The ABI entities² called oral evidence from the following persons:

- Nicholas Ryder* — General Manager Logistics, Holcim Pty Ltd.
- Michael Kilgariff* — CEO, Cement, Concrete and Aggregates Australia.
- Lloyd Wallace* — Executive General Manager, Strategy and Performance, Adbri Limited.
- Peter Gutsche* — National Director Operations for ANZ, FedEx Express.

[49] The witnesses set out above whose names are marked with an asterisk were required for, and were subject to, cross-examination. Australia Post also relied on a witness statement made by Nicolas Saunders, its General Manager – Industrial Relations and Reform. He was not required for cross-examination.

[50] The evidence of the above witnesses was adduced prior to the publication of the Notice of Intent and draft RTCCO. Following this, a number of further witnesses statements were placed into evidence. Portier Pacific Pty Ltd (**Uber Eats**) relied on the witness statement of Alice Hudson, Director of Marketplace and Delivery People Operations, and Raiser Pacific Pty Ltd (**Uber**) relied on the witness statement of Daniel Lopez, the Head of Driver Operations. Door Dash Technologies Pty Ltd (**DoorDash**) relied on the witness statement of Maggie Lloyd, Head of Public Policy and Government for APAC, the Middle East and Central Asia. None of these witnesses was required for cross-examination. Additionally, the Australian Public Transport Industrial Association relied on the witness statement of, and adduced oral evidence from, Jason O’Dwyer, the Executive Director of the Queensland Bus Industry Council, and the Australian Trucking Association relied on the witness statement of, and adduced oral evidence from, David Smith, the owner and director of D&S Smith Haulage Pty Ltd. Both of these witnesses were cross-examined.

[51] At the engagement conference conducted on 16 April 2026, a number of owner-drivers made statements of a factual nature to the conference which no party sought to contradict. Although these statements were not made on oath or affirmation and do not therefore constitute evidence in the proper sense, we consider that we can and should have regard to this as relevant factual material: *R v Commonwealth Conciliation & Arbitration Commission; Ex parte Melbourne & Metropolitan Tramways Board* [1965] HCA 50; 113 CLR 228 at 243 (Barwick CJ).

Findings

[52] On the basis of the above evidence, and publicly-available information concerning the ongoing disruption to oil supply and the price of fuel in Australia, we make the following findings.

[53] *First*, the road transport industry is characterised by contractual chains which, in many cases, leaves smaller parties at or towards the end of the contractual chain, principally truck owner-drivers and operators of small fleets of trucks (generally less than 15 trucks), in a vulnerable position with limited capacity to ensure that they receive rates for the work they perform that are sufficient to enable them to recover their business costs and earn a fair and reasonable income. Contractual chains of this nature may be characterised as ‘hierarchical’, with clients and (sometimes) major road transport businesses at the top of the chain being in a position to dictate prices for road transport services to those lower down the chain, and with

owner-drivers and small fleet operators being ‘price takers’ with weak bargaining power. An example of this is in the retail sector, where major retailers contract out their transport tasks to major road transport companies, who then undertake parts of the work using their own fleets and employed drivers, but outsource other less profitable parts of the work to smaller transport companies which may then outsource the work further to owner-drivers or small fleet operators. In digital road transport businesses involving ‘last mile’ parcel delivery, meal, beverages and grocery deliveries and passenger transportation, the position is relevantly similar in that road transport employee-like workers work at prices dictated by digital platform operators and do not have the capacity to bargain for different rates. Smaller operators and owner-drivers, particularly ‘independent’ or ‘untied’ owner-drivers (i.e. those not contracted on an ongoing and full-time basis by a single business) are consequently economically vulnerable and typically have low profit margins and high insolvency rates. Dr Hassall described the position as follows:

Can you tell the Commission, based on your training and study and experience, what realistic capacity small fleets and owner drivers, and indeed medium fleet owners, have to recover those costs from the persons they contract with?---With difficulty. For owner drivers, when I last asked this question, as to what is the best way that owner drivers actually seek an increase, and the answer was, first ask, second beg, and third pray. And that seems a bit harsh. But you're really depending on the - sort of - the client and, to a certain extent, the environment, and depending on - there is - there is - you do find industry-based information around - that what actually, you know, people are possibly giving increases in the market for. But generally speaking, for an owner driver, they've really got to go to their respective clients, or those - that entity that is subcontracting them, which could be a - a large customer; it could be a large transport operator. Large transport operators also subcontract small fleets of owner drivers to supplement their own capacity. And, you know, you're really at the - you're really at their mercy.

[54] Road transport employee-like workers are also economically vulnerable for the same reasons. Non-employed truck drivers (principally owner-drivers and road transport employee-like workers) constitute about one-seventh of all drivers of trucks and vans.

[55] *Second*, the effect of the current Middle East conflict and the consequent disruption to oil supplies have been to significantly increase the cost of diesel and petrol used by the road transport industry. We have earlier outlined the initial increases to the price of fuel caused by the conflict. The current position is that, although there is a ceasefire in place (which is due to expire in a few days), at the time of writing this decision Iran and the United States continue to disrupt shipping traffic in the Strait of Hormuz. The NATG price for diesel fuel peaked at 325.9 cents per litre on 9 April 2026 but has since eased to 263.5 cents per litre (as at 17 April 2026). The NATG price for petrol peaked somewhat earlier at 249.4 cents per litre on 26 March 2026 and, as at 17 April 2026, it was 190.4 cents per litre. This easing in prices includes the effect of temporary tax concessions on fuel made by the Federal Government. Even if the Strait of Hormuz is completely opened in the near future and remains open thereafter, it is accepted that the price of fuel is not likely to return to pre-conflict levels for many months.

[56] *Third*, the increase in the cost of fuel has significantly increased the business costs of small fleet operators, owner-drivers and road transport employee-like workers. The proportion of the total costs of an owner-driver or road transport employee-like worker which is constituted by fuel costs will vary depending on vehicle type and the nature of the transport work being undertaken. In usual circumstances, the cost of fuel constitutes in the range of approximately 20–30 per cent of all business costs for owner-drivers (with larger trucks being towards the top

end of the range). The surge in the price of fuel has meant that fuel is typically now constituting 40–50 per cent of all business costs for owner-drivers.

[57] *Fourth*, while a proportion of small fleet operators, owner-drivers and road transport employee-like workers have been able to recover the increased cost of fuel through increased rates, many have not done so wholly or at all. Certainly in sectors of the road transport industry where there is a significant TWU presence and/or where owner-drivers have contractual rights under ‘rise and fall’ or cost model rate adjustment mechanisms, the evidence indicates that measures have (after some delay in some cases) been put in place (whether by increased rates, fuel levies or discounting of the price of company-supplied fuel) to wholly or substantially compensate owner-drivers for the increased price of fuel, with businesses being able with an apparent measure of success to pass the cost of this onto clients. However, in other areas, this has not occurred. On the evidence, this has tended to occur most characteristically for ‘independent’ or ‘untied’ owner-drivers, non-unionised owner-drivers, and small fleet operators particularly in long-distance work and regional areas. Dr Hassall’s assessment was that the majority of smaller fleet operators and owner-drivers do not have escalation clauses in their contractual arrangement and, while negotiations in some sectors of the industry have resulted in adjustments to deal with rising fuel costs, these have not occurred in a significant portion of the sector.

[58] *Fifth*, for those who have been unable to recover the increased cost of fuel (either for a period or at all), the effect has been significantly detrimental to them. Generally, it has seriously reduced the incomes and living standards of owner-drivers and road transport employee-like workers, with consequential effects on their families, and has affected the capacity of small fleet operators to generate any returns on their businesses. For many, it has been or will be necessary for them to ‘park their trucks’ and cease operating their businesses since otherwise they will be operating at a loss. This will cause disruption to road transport supply chains and reduce the capacity of the road transport industry to meet the transportation needs of the Australian economy.

[59] The evidence of Mr Arcidiaco, a witness called by the TWU, is a case in point. Mr Arcidiaco subcontracts to a number of companies who in turn contract to perform work for other entities. Mr Arcidiaco was paying less than \$1.70 per litre for fuel prior to the Iranian war. By the end of March, he was paying \$3.20 a litre. Mr Arcidiaco has found it difficult to obtain work from the transport companies he subcontracts at a rate that reflects cost recovery for fuel. The rates he has been offered are unsustainable and not economically viable for him. He has commenced parking his truck up as a result. He can only park his truck up for so long before he will be out of business. For truck drivers like him, cash flow is essential and he does not have substantial financial resources or a large line of credit. He relies on timely payment for the work he does. If he does not receive fuel cost recovery, his unchallenged evidence is that he will have to leave the industry. In his oral evidence, Mr Arcidiaco said:

And when you say you've been parking up your truck, can you tell the Commission approximately when you started doing that? And whether you were aware of any of your colleagues doing that?---Well, it would have been a few weeks ago. You know, like, when – and it wasn't a matter of choice. It was basically being forced into it, because when – when you can't get a job where you - you recoup your costs, as well as trying to make a living out of it, you know, like you've got no choice. You just can't go to work at that thing, that – at them prices and – and, yes, there's other – other people I know, that have done the same thing. If you're – if

you're lucky enough to find a job that - where you can get a little bit of cost recovery, well, you'll do it, but otherwise you might as well stay parked up at home. Because it's just not worthwhile.

What are the effects going to be on you, sir, moving forward, if you can't get work and compensation for your fuel costs?---Well, if I can't get work and compensate my fuel costs, the truck will stay parked. When it runs out of registration, it will just stay parked in the yard. Then I will have to find something else to do. And I think there will be a lot of other people in my position too. As I just said, no one can go to work where they've got to pay to be there. We're supposed to go to work to earn a living, not - not to pay them for the pleasure.

[60] As a further example, an owner-driver who attended the engagement conference on 16 April 2026, Mr Amarjit Singh, said:

[W]here I am working, at the site, we are hit by 22 per cent fuel price and we are getting only six point something - 6.7 or 6.8 - and we are paying from our pocket 15 per cent approximately because fuel prices are fluctuating and a fuel levy that we are getting that's fluctuating by the people ... approximately we are like behind 15 per cent and we have a couple of meetings with our transport company we are working with and they give us like no sufficient answer because they said, ah, there's a second party, we are third and they got it from the first party, who is like a biggest - one of the biggest grocery chain in Australia. I don't want to mention the name.

I am almost broke and I think my friends who are in the same industry, they are the same condition. So and our contracts are like that we can't put any pressure on the transport company because they contracts are 95 per cent leaning towards the companies because they are just giving us 5 per cent share only. So we have no options to stop the wheel. If we stop the wheel we'll be kicked out of the work forever or we will - our companies will be banned or something like that.

[61] Mr Roe gave evidence of the position applying to small fleet operators. He operates a business known as Roe's Holdings Pty Ltd, carting materials for building and infrastructure projects, as well as steel and timber. Mr Roe's wife is the other director of Roe's Holdings and his son drives one of his vehicles. Roe's Holdings subcontracts with a number of larger transport companies such as Linfox and Toll, as well as smaller transport contractors. Prior to the conflict in the Middle East, the business' February 2026 account for fuel was \$20,000. Their account has increased to \$35,000 in March 2026. To pay this increase, Mr Roe said that he would have to obtain an overdraft facility. He was uncertain whether he would be able to continue operating if he did not get cost recovery for fuel. Mr Roe gave the following evidence:

If you're not able to receive rates that achieve cost recovery for fuel up to the 21 April and then beyond, how do you foresee your business progressing?---I - I can't see it progressing and what worries me in particular is, and I'm probably - I'm probably not alone in it, but I'm 71 years of age and was sort of hoping and praying that sometime in the near - very near future, I might be able to be looking at some form of retirement. I'm - I have no idea when that might likely be now. I've got a couple of health issues and, yeah, they're - even those sort of things have been postponed to some extent until, yeah, we can see where this is going to go.

Consideration

Should a RTCCO be made?

[62] We are satisfied that a RTCCO should be made pursuant to s 536PD(1) of the FW Act. The surge in fuel prices caused by the disruption to international oil supplies is imposing an unfair and disproportionate burden on the most vulnerable participants in road transport contractual chains, namely self-employed workers (owner-drivers and road transport employee-like workers) and small businesses (small fleet operators) who, because of a lack of bargaining power, are unable to obtain cost recovery for the increased cost of fuel. This is significantly reducing their living standards, placing at risk their continuing capacity to continue operations and exposing them to insolvency, with detrimental implications for the national economy and the public interest.

[63] The purpose of a remedial RTCCO, made on an emergency basis and intended to apply only until the current price surge comes to an end, is to allow the increased cost of fuel to be recovered by vulnerable participants in road transport contractual chains and passed on up the chain, with the cost burden ultimately being borne by the end users of road transport services. This will allow the burden to be shared widely across the Australian community.

The draft RTCCO

[64] The draft RTCCO published on 14 April 2026 is intended to achieve this purpose in the following way. Clause 1 of the draft RTCCO identifies the time-sensitive circumstances in which the order is made in terms which reflects the emergency circumstances set out in the text of the Determination. Clause 3, to be read in conjunction with the definitions in clause 2, provides for the coverage in accordance with the requirements of s 536PM. The order's coverage is wide in scope. It is expressed to cover the road transport industry in its entirety, including digital platform businesses operating in road transport. The only exception to coverage is that the cash in transit sector is excluded. This sector is entirely, or almost entirely, constituted by a single contractual chain whereby Linfox Armaguard Pty Ltd provides cash transportation services to banks and employs its own drivers for this purpose. We are satisfied there are special cost recovery mechanisms being put in place in respect of this chain, which does not include any vulnerable participants.

[65] The order proposed in the Joint Application included an exclusion from coverage in respect of 'on demand delivery work' performed by road transport employee-like workers. We do not consider that this exclusion is appropriate, for two reasons. First, we consider that it is essential that any RTCCO that is made does not have, and is not seen to have, any potential to give a competitive advantage to any segment of the transport industry. The applicants' proposed definition of 'on demand delivery work' has, in our view, the potential of resulting in some businesses being excluded from coverage while their competitors are included. Second, the evidence is not sufficient to satisfy us that adequate fuel cost recovery measures have been put in place across the entirety of this sector such as to justify its exclusion. Accordingly, the draft RTCCO does not exclude 'on demand delivery work'. Nor, for the same reasons, does it contain an exclusion for 'rideshare' work (which involves passenger transportation work conducted via a digital labour platform), as subsequently sought by the TWU and the ARTIO.

[66] The substantive obligations are imposed under clause 4 of the draft RTCCO. These constitute, we consider, terms which relate to the time-sensitive circumstances identified in clause 1 in accordance with s 536PQA of the FW Act. There are three key obligations. The first, in clause 4.1, requires that the primary parties in a contractual chain — that is, the parties to the first contract in the chain — adjust the rates for the provision of road transport services by an amount necessary to allow for recovery for the increased cost of fuel. The ‘increased cost of fuel’ is defined in clause 2 to encompass the difference between the price of fuel as it was on 6 March 2026 and as it is at any given time while the RTCCO is in effect. This adjustment is to occur fortnightly or twice per calendar month to account for the current volatility in the price of fuel. The Joint Application sought weekly adjustments, but we consider that this would impose an undue administrative burden on the affected parties. The rate adjustments required by this provision would ensure that road transport businesses have the funds to allow for cost recovery of participants further down the chain. We note that Coles, Woolworths and the major banks initially sought that contracts with road transport businesses with annual revenue of over one billion dollars be excluded from this obligation on the basis that commercial entities of this size would be capable of protecting their own interests without the need for assistance in the form of a RTCCO. We did not adopt this proposal in the draft RTCCO because we consider it would introduce an arbitrary distinction in the application of the order and would potentially introduce artificial competitive imbalances into the road transport industry. We emphasise that the purpose of the RTCCO is to protect vulnerable participants in contractual chains, not major commercial businesses, but we consider that it is necessary to provide for cost recovery across the entire contractual chain to achieve this end.

[67] Clause 4.2 of the draft RTCCO would require primary parties in a contractual chain to take reasonable steps to ensure that secondary parties in the chain adjust the rates paid for the provisions of road transport services to regulated road transport contractors (that is, owner-drivers) and road transport employee-like workers. This requirement takes into account the evidence earlier described concerning the hierarchical nature of road transport contractual chains and the power those at the top of the chain have to control pricing further down the chain. The provision is intended to ensure that primary parties who have the benefit of cost recovery under clause 4.1 take reasonable steps to make sure that this is passed down the chain to those it is most intended to benefit.

[68] Clause 4.3 would impose a requirement equivalent to that in clause 4.1 directly upon secondary parties in respect of the engagement of other secondary parties, including regulated road transport contractors and road transport employee-like workers. This would further, and directly, ensure that cost recovery is achieved by vulnerable participants in the contractual chain.

[69] Clause 4 contains further provisions which clarify how the obligations in clauses 4.1–4.3 may be discharged. Clause 4.4 makes it clear that there is flexibility as to the rate adjustment mechanism which might be used to provide cost recovery. Clause 4.5 also specifies actions which may constitute satisfaction of the cost recovery requirements of clauses 4.1–4.3:

- Clause 4.5(a) provides that it is sufficient to adjust rates in accordance with applicable State or Territory industrial instruments which allow for the recovery of the increased cost of fuel through ‘rise and fall’ formulae or cost models. This

is provision is primarily directed at contract determinations and contract agreements made under Chapter 6 of the *Industrial Relations Act 1996* (NSW).

- Clause 4.5(b) similarly provides that it is sufficient to adjust rates in accordance with applicable collective agreements (for example, covering a fleet of owner-drivers working for a single road transport business) or contracts which allow for the recovery of the increased cost of fuel through ‘rise and fall’ formulae or cost models.
- Clause 4.5(c) is intended to capture a wider range of arrangements allowing for cost recovery through ‘rise and fall’ formulae, cost models, or other cost benchmarking methodologies. This may include ‘one-off’ arrangements specifically intended to address the increased cost of fuel in the current emergency circumstances.

[70] It is an important purpose of clause 4.5 to recognise that the cost modelling of rates of pay for participants in a road transport contractual chain to address the increased cost of fuel is not an exercise in perfection as to cost recovery but rather involves an approximation, albeit one that has a sound and reasonable mathematical basis, of what is necessary to provide for cost recovery. It also recognises that, for example, a single participant in a contractual chain which engages a large number of owner-drivers or road transport employee-like workers to perform a common category of work may apply a common ‘rise and fall’ formula, cost model or other cost benchmarking methodology to all such owner-drivers or road transport employee-like workers. This allows existing or conventional cost modelling mechanisms to be applied in satisfaction of the obligations imposed by the RTCCO, and reflects what those contractual chain participants who have addressed the increased price of fuel have already typically done.

[71] Clause 4.6 clarifies that rate adjustments made before the date of commencement of the RTCCO may be taken into account in satisfaction of obligations in clauses 4.1, 4.2 and 4.3.

[72] Clause 5 deals with the commencement, operation and cessation of the draft RTCCO. Clause 5.1 proposes a date of commencement of 20 April 2026. This date was seen to be of significance by the TWU, the ARTIO and other parties supporting the making of a RTCCO because, as submitted by the TWU:

... 21 April is of utmost criticality. March fuel accounts, or fuel accounts generally, fall due 21 days from the last day of the month. That is why 21 April is absolutely central, and that is why, in our respectful submission, this matter needs to be well progressed by that date, and, in our submission, a hearing should have occurred before 21 April, because 21 April is the date that these businesses, these owner/drivers, and these employee-like workers, who are currently not recovering their cost, parking up their vehicles, considering leaving the industry because it is not financially viable for them to continue in the industry, will, on that date, be paying fuel bills for the month of March, where those bills have increased by amounts that no one has ever experienced.

[73] For this reason, we are satisfied that specification of 20 April 2026 as the date the RTCCO comes into operation provides a reasonable period, in all the circumstances, between the publication of the notice of intent and draft RTCCO and the commencement of the RTCCO

for the purposes of s 536NT(4)(a). Clause 5.2 is intended to satisfy the RTCCO content requirement in s 536PN.

[74] Clause 5.3 provides that obligations in clause 4 shall cease to operate if the AIP measure for the NATG price for diesel falls below \$2.00 (i.e. 200 cents) per litre. This provision recognises that the RTCCO is intended to be an emergency measure only and its obligations are not intended to continue to operate, or operate again, after the price of fuel has returned to a measure of normality. Although a NATG price of 200 cents per litre for diesel is somewhat higher than the price that obtained immediately before the commencement of the Middle East conflict on 28 February 2026, we consider it is a suitable benchmark for signalling when the emergency situation identified in the Determination has passed. However, clause 5.3 may be varied if circumstances pertaining to the price of fuel that we currently cannot foresee occur.

[75] Clause 5.4 provides for the Commission to conduct a first review of the proposed RTCCO at an early stage and regular reviews thereafter. This recognises two things. The first is that the circumstances of the current Middle East conflict and the disruption to the supply of oil are evolving in a rapid and unpredictable way. The second is that the proposed RTCCO will represent the first time that the new powers in Part 3B-2 have been exercised, and the novelty of the RTCCO and the urgency with which it has been developed makes it possible, if not likely, that there will be unintended consequences which will need to be addressed on an expedited basis.

[76] Finally, clause 6 provides for a dispute settlement procedure as required by s 536PP.

Changes to the draft RTCCO

[77] In response to the written and oral submissions made since the draft RTCCO, we have decided to make some changes to the terms of the draft RTCCO. We do not consider that any of these changes are ‘significant’ within the meaning of s 536PK(2) of the FW Act such as to require us to publish a further notice of intent together with a revised draft RTCCO and to restart the consultation process. The changes we have decided to make are as follows:

- (1) In the definitions of ‘Increased cost of fuel’ and ‘Rate’ in clause 2, we have replaced ‘at or about 6 March 2026’ with ‘on or before 6 March 2026’ to more accurately express our intention.
- (2) In the definition of ‘Order’ in clause 2, we have added the words ‘time-sensitive’ so that it reads: ‘... means this time-sensitive road transport contractual chain order’. This confirms the basis upon which the RTCCO is made.
- (3) We have added to the definition of ‘primary party’ in clause 2 an exception for ‘a person who is a passenger being transported in a motor vehicle, limousine, hire car, bus or coach’. This exception was contained in the order proposed in the Joint Application but omitted in error from the draft RTCCO.
- (4) In response to a submission and proposal advanced by the ABI entities and agreed to by the applicants, we have decided to exempt from the obligation in clause 4.2 primary parties which are ‘small business employers’ and not road transport

businesses. This exemption has been added as clause 4.3, with the other provisions in clause 4 of the draft RTCCO being renumbered accordingly. The term ‘small business employer’ is, in clause 2, defined to bear the meaning set out in s 23 of the FW Act. Where a primary party which engages another party to provide road transport services is a small business employer, it is unlikely to have sufficient influence on parties further down the contractual chain such as to be able to give practicable effect to the ‘reasonable steps’ obligation in clause 4.2.

- (5) We have made a minor drafting change to clause 4.6(a) (formerly clause 4.5(a) in the draft RTCCO) by deleting the words ‘any variation to’. This change was proposed by the ABI entities and agreed to by the applicants. The change is appropriate because the industrial instruments referred to do not necessarily require a formal variation in order to give operative effect to the ‘rise and fall’ formulae or cost models for which they provide.
- (6) We have added a new clause 4.7 to clarify the operation of clause 4.6(c) (clause 4.5(c) in the draft RTCCO) as follows:

For an arrangement under clause 4.6(c) of this Order, the ‘rise and fall’ formula, cost model or benchmarking methodology may be applied in a standardised way on the basis of a reasonable averaging of the increased cost of fuel to a group of regulated road transport contractors or road transport employee-like workers engaged by a single road transport business.

This new provision responds to submissions made by Uber and Uber Eats, and echoed in the submissions of DoorDash, to the effect that the draft RTCCO did not allow, in satisfaction of the obligation in clause 4.1, for arrangements to be made to compensate the large numbers of road transport employee-like workers which they engaged on the basis of a common methodology which did not necessarily provide actual ‘full cost recovery’ in each individual case but rather applied an average across the entire fleet. It was submitted that differences between how each individual road transport employee-like worker operated, including as to the type of vehicle they used and its fuel economy, made it practically impossible for it to implement ‘full cost recovery’ for each individual worker. We consider that clause 4.6(c) (formerly clause 4.5(c)) is expressed in sufficiently broad terms to accommodate arrangements such as these, provided they are based on some form of mathematical modelling or benchmarking by which recovery of the increased cost of fuel is reasonably approximated. However, for more abundant caution, clause 4.7 has been added to make our intention in this respect completely clear.

- (7) The operative date in clause 5.1 has been changed from 20 April 2026 to 21 April 2026. This is because, although permissible under s 536NT(2), we do not consider it appropriate in this case for the RTCCO which we make to operate on the same day as we publish it. For the avoidance of doubt, we are satisfied that specification of 21 April 2026 as the date the RTCCO comes into operation is reasonable for the purposes of s 536NT(4)(a).

- (8) At the suggestion of AiG/NatRoad, we have added the word ‘genuinely’ to clause 6.2 in the dispute settlement procedure so that it reads:

The parties to the dispute must first genuinely try to resolve the dispute as between themselves.

- (9) Although this does not involve a change to the operative provisions of the RTCCO, we have decided to add a note providing advice to the effect that s 536NP requires a person to whom a RTCCO applies not to contravene a term of that RTCCO, and that s 536NP is a civil remedy provision. This responds to a concern expressed in the advice from the RTAG about compliance with the RTCCO and a proposal by it that that it ‘signal to primary and secondary parties that they must comply with the RTCCO and that there might be consequences for them if they fail to do so’.

[78] We refer two other matters raised in the RTAG advice, both relating to clause 5.3. The first is that it is unclear why a NATG price of \$2.00 per litre for diesel was established in the draft RTCCO as the trigger point for the cessation of the obligations in clause 4, and a preference was stated for a price point of \$1.50 or \$1.60 per litre. The second was that it was unclear whether, if fuel fell below the price point prescribed by clause 5.3, that would permanently bring to an end the obligations in clause 4 or whether they would be re-enlivened if the price subsequently rose above \$2.00 per litre at some time in the future. We have earlier explained the rationale for clause 5.3 at [74] above, and that explanation adequately responds to two issues raised by the RTAG. The RTCCO which we make is intended to be an emergency measure to address the time-sensitive circumstances identified in the Determination, and is not intended to have any operation that extends beyond the foreseeable end to those circumstances. However, as earlier stated, the RTCCO may be varied in the event of circumstances which cannot currently be foreseen.

[79] We have considered all the other written and oral submissions made in response to the draft RTCCO. It is not possible within the time-sensitive constraints of the proceedings to deal with all of them except to say that we have not been persuaded not to make a RTCCO in the terms of the draft, nor to make any changes to the draft other than those outlined above. However, it is appropriate to deal with substantive submissions, supported by evidence, made by the Australian Trucking Association (ATA), Uber and Uber Eats, and DoorDash.

[80] The ATA, which generally supported the making of a RTCCO along the lines proposed in the Joint Application, opposed clause 4.2 of the draft RTCCO on the basis that it would be administratively onerous and might involve the required disclosure to primary parties of commercially-sensitive information concerning rates paid for road transport services by other parties down the contractual chain. We do not accept this submission. Although some administrative burden would be involved, we do not consider that it would be excessively onerous since it would require inquiries to be made and assurance received about how rates have been adjusted to allow for cost recovery. In the case of the road transport business operated by Mr Smith, the ATA’s witness, it involved no burden upon it as a primary party because it engaged any subcontractors directly rather than through intermediary secondary parties. The nature of the obligation imposed is analogous to the safety obligations borne by primary parties under the ‘chain of responsibility’ provisions of the *Heavy Vehicle National Law*. Satisfaction

of the requirement does not necessarily require disclosure of total rates of pay, since disclosure of a pay increment (such as a fuel levy) which provides for recovery of the increased cost of fuel would be sufficient. More generally, what ‘reasonable steps’ may require will depend on the particular circumstances. They do not extend to all steps which might conceivably be taken.

[81] Uber, Uber Eats and DoorDash made submissions which sought either exclusion from the coverage of the RTCCO altogether or, alternatively, the inclusion of provisions in the RTCCO which would ensure that arrangements these businesses had made to adjust rates for their road transport employee-like workers would satisfy the obligations in clause 4. For the reasons we have earlier outlined, we do not consider that it is appropriate to exclude on-demand delivery or rideshare work from the coverage of the RTCCO. The additional provisions sought by Uber, Uber Eats and DoorDash were tailored to their own circumstances and are not appropriate to be included in a RTCCO to apply to the entirety of the road transport industry (other than cash in transit work). The new clause 4.7, discussed above, adequately answers their concerns. However, the inclusion of this provision should not be taken as necessarily constituting any view as to whether the rate adjustment arrangements which Uber, Uber Eats and DoorDash have implemented would satisfy the obligations in clause 4. We do not have a sufficient understanding of the mathematical basis of these arrangements to form any such view, nor in any event would it be appropriate for us to opine in advance about compliance by particular parties with the RTCCO we intend to make.

Mandatory considerations

[82] As earlier stated, in exercising powers under Part 3B-2 of the FW Act, we are required to take into account the mandatory considerations prescribed by ss 40D, 536JX and 536PF. We set out below how we have taken these matters into account.

[83] In respect of the road transport objective in s 40D, we consider that the RTCCO we intend to make is necessary for an appropriate safety net of minimum standards for regulated road transport workers and employees in the road transport industry, having regard in particular for the need for regulated road transport contractors and road transport employee-like workers to be able to recover the increased cost of fuel in the present circumstances. In reaching that conclusion, we have taken into account the mandatory considerations prescribed by s 40D in the following way (using the paragraph designations in the section):

- (a) It is necessary for the sustainability and viability of the road transport industry that effective standards be put in place to ensure that participants with weak bargaining power are able to achieve recovery of the increased cost of fuel. This also has implications for industry safety, since participants who are not recovering their costs may take risks with safety in order to attempt to remain viable.
- (b) The RTCCO which we intend to make will ensure the maintenance of sustainable competition amongst road transport industry participants by imposing cost recovery obligations which apply to them all equally. For the reasons earlier stated, the RTCCO will sustain business viability and, as a short-term measure, will have neutral impacts of innovation and productivity. The RTCCO will impose some administrative and compliance costs on some road transport industry

participants, and this is a matter which weighs in some degree against the making of the RTCCO.

- (c) The RTCCO gives effect to the need to avoid adverse impacts on the sustainability, performance and competitiveness of supply chains and the national economy. If the order is not made, there is a substantial risk that some small fleet operators, owner-drivers and road transport employee-like workers will cease to operate, either temporarily or permanently, with consequent disruption to supply chains.
- (d) We consider that, during the current circumstances, there is a need for minimum standards in road transport contractual chains because a significant proportion of participants are unable to recover the current increased cost of fuel.

[84] As to the road transport objective in s 536JX we likewise consider that the RTCCO is necessary, at least on a temporary basis, as part of an appropriate safety net of minimum standards for regulated workers. We have taken into account the mandatory considerations prescribed by s 536JX in the following way (using the paragraph designations in the section):

- (a) The RTCCO we intend to make establishes clear and simple standards which, in the current circumstances, we consider to be fair and relevant for the reasons earlier stated. The RTCCO recognises the value of the work performed by regulated workers and the necessity to maintain their viability in the face of increased fuel costs, and is otherwise neutral with respect to their skills and their preferences about their working arrangements. The RTCCO will not change the form of the engagement of any regulated workers from independent contractor to employee. The RTCCO applies uniform obligations upon road transport industry participants and thus does not give preference to one business model or working arrangement over another. Because of the industry-wide scope of the RTCCO, it does not have provisions tailored to the any particular industry, occupation or sector. It does take into account the business models of small fleet operators, owner-drivers and road transport employee-like workers by recognising their need to recover the increased cost of fuel, and is in that sense tailored to the type of work, working arrangements and preferences of regulated workers.
- (b) The fundamental purpose of the RTCCO is to establish standards that modify the rates of pay of regulated workers to take into account the fuel costs they necessarily incur in the performance of their services contracts. The safety net minimum standards applicable to employees performing comparable work are not a relevant consideration because employees do not bear the cost of fuel in the performance of their work. The RTCCO will not change the form of engagement of regulated workers.
- (c) As earlier stated with respect to s 40D, the RTCCO will assist to maintain sustainable competition amongst industry participants by imposing cost recovery obligations which apply to them equally. The RTCCO will, to a limited degree and on a temporary basis, add to the business costs of some participants, by increasing their administrative and compliance costs, and will to the same extent

increase their regulatory burden. However, the RTCCO is necessary to maintain business sustainability and viability in the current circumstances, and will be neutral as to innovation and productivity. The passing on of increased fuel costs to end users of road transport services is likely to have some inflationary impact upon the national economy, but inflation is in any event already at an elevated level because of the disruption to oil supplies. The counter-factual position if the RTCCO is not made is that significant numbers of small fleet operators, owner-drivers and road transport employee-like workers may be unable to continue to operate, which may have disruptive and inflationary consequences for the national economy. For the same reasons, the RTCCO will have some price effects upon persons or bodies that use or rely on the work performed by regulated workers, or the services received under services contracts for the performance of that work, but will also assist to avoid disruption to the provision of this work and these services.

- (d) This is not a relevant consideration because, as yet, there have been no other orders or instruments made under Chapter 3A (apart from re-activation orders made with respect to some individual employee-like workers).

[85] We have already set out how the matters in s 536PF(2)(a)–(c) have been dealt with. In respect of the remaining matters set out in s 536(2) (using the paragraph designations used in the subsection):

- (d) We have had regard to the commercial realities and commercial practices in the road transport industry. The RTCCO will require adjustments to all existing rates in the industry to allow for recovery of the increased cost of fuel, but does not otherwise interfere with the way in which various types of road transport work, including part load, mixed load, no load, multi-leg and return trips, are paid for.
- (e) We are satisfied that the RTCCO will not adversely affect, but will rather sustain, the viability and competitiveness of road transport businesses, owner-drivers and other similar persons.
- (f) There are no road transport contractual chain orders or minimum standards orders in effect that we need to take into account. There are a number of applications for minimum standards orders, and an application for a road transport contractual chain order, which are currently on foot and have been listed for hearing later this year. Because the Commission has not yet heard any evidence or submissions in respect of these applications, it is not possible to form any view about whether they are relevant to the making of a RTCCO in this matter.
- (g) We have endeavoured to ensure that the expression of the coverage of the RTCCO we intend to make is clear. No party has submitted that the coverage provision in the draft RTCCO lacked clarity or was ambiguous.

Conclusion

[86] We have decided to make a RTCCO. It is substantially in the same terms as the draft RTCCO published on 14 April 2026, but with the minor alterations we have set out above. The RTCCO is published together with this decision. It will take effect on 21 April 2026.



PRESIDENT

Appearances:

P Boncardo, counsel, instructed by *L Biviano* and *G Ferreira* for the Transport Workers' Union of Australia.

P Anderson for the Australian Road Transport Industrial Organization.

R Bhatt for The Australian Industry Group, National Road Transport Association, South Australian Road Transport Association, Road Freight NSW and Master Builders Australia.

N Ward for Australian Business Industrial, Aramex, FedEx Express, NSW Business Chamber, Metromix Pty Ltd, Holcim (Australia) Pty Ltd, Boral Ltd, Adbri Pty Ltd and Team Global Express.

A Cameron and *S Schmitke* for the Australian Chamber of Commerce and Industry.

K Jongasma for the Bus Industry Confederation and the Australian Public Transport Industrial Association

M Garozzo, counsel, for Amazon Commercial Services Pty Ltd.

M Follett KC for Australia and New Zealand Banking Group, Coles, Commonwealth Bank of Australia, National Australia Bank, Westpac Banking Corporation and Woolworths Group.

S R Meehan SC for Australia Post and StarTrack.

M Munro for the Australian Trucking Association.

J Tinsley, solicitor, for Cimic Group, CPB Contractors, Thiess Pty Ltd, Built Pty Ltd.

C Fung, solicitor, for DoorDash Technologies Australia Pty Ltd.

G Castanelli for the National Road Freighters Association.

M Tamvakologos, solicitor, for Portier Pacific Pty Ltd t/a Uber Eats.

D Ward, counsel, for Rasier Pacific Pty Ltd t/a Uber.

R Kumar, counsel, instructed by *S Wilding*, solicitor, for Wesfarmers Ltd.

Hearing details:

2026.

Sydney with video link using Microsoft Teams:

8, 10, 13, 17 April.

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¹ Australian Industry Group (AiG), National Road Transport Association (NatRoad), South Australian Road Transport Association, and from 10 April 2026, Road Freight New South Wales and Master Builders Australia.

² Australian Business Industrial, FedEx Express, Aramex, Metromix Pty Limited, Holcim (Australia) Pty Ltd, NSW Business Chamber and Team Global Express (from 13 April 2026).