

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA01/3

TITLE: Mayne Nickless Express (Parceline-Sydney) Contract Carrier Agreement 2000

I.R.C. NO: 2000/3978

DATE APPROVED/COMMENCEMENT: 24 August 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

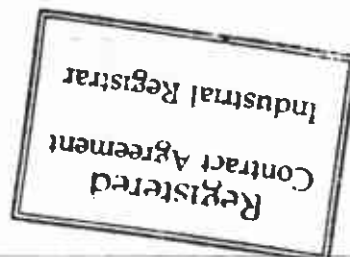
DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all contract carriers currently engaged by the Company operating from depots located within the metropolitan area

PARTIES: Mayne Nickless Limited t/as Parceline -&- Transport Workers' Union of Australia, New South Wales Branch





**MAYNE
NICKLESS
EXPRESS**

A Division of Mayne Nickless Limited
ACN. 004 073 410

WITHOUT PREJUDICE

**CONTRACT CARRIER
INDUSTRIAL AGREEMENT**

BETWEEN

**NICKLESS EXPRESS
s of Mayne Nickless Limited)**

ACN 004 073 410

AND

**TRANSPORT WORKERS UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH**

**PARCELINE SYDNEY METROPOLITAN
YEAR 2000
AGREEMENT**



**PURSUANT TO SECTION 322 OF THE NEW SOUTH WALES
INDUSTRIAL RELATIONS ACT 1996**

(Filed with the Industrial Registrar this day of 2000)

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NOW IT IS HEREBY AGREED AS FOLLOWS



1. Definitions

The Contract Carriers shall mean any person not being a common Carrier who supplies and drives their own vehicle under sub-Contract to the Principal Contractor for the carriage of goods in a transport operation and who does not employ another driver on a full time basis. Being under verbal or written agreement he/she must devote him/herself in a permanent capacity to the operational requirements of the Principal Contractor.

For the purpose of this agreement the following terms shall bear meaning:

THE ACT shall mean the New South Wales Industrial Relations Act, 1996 (as amended)

CONTRACT CARRIER shall mean Contract Carrier as defined in the Act.

CONTRACT OF CARRIAGE shall be as defined under the Act.

PRINCIPAL CONTRACTOR shall mean Principal Contractor as defined in the Act.

UNION shall mean the Transport Workers Union of Australia, New South Wales Branch.

TRANSPORT SERVICES shall include: Driving, Delivering, Scanning, Collecting, Marking and Sticking of freight, Handling, Loading and Unloading of his/her vehicle.

PICK-UPS shall mean: the collection of freight from a customer of Mayne Nickless Express regardless of the number of individual journeys between the Contract Carrier's vehicle and the premise of the customer of Mayne Nickless.

DRIVER REPRESENTATIVE shall mean, but not limited to a duly elected Yard delegate.

SINGULAR means in this Agreement - unless a contrary intention appears words incorporating the singular number shall include the plural number and vice versa.

ALTERNATIVE GENDER means in this Agreement - unless a contrary intention appears words purporting the Masculine gender shall include the female gender also and vice versa.

DETERMINATION means Transport Industry (General Carriers) Contract Determination (as amended).

2. Appointment of Contract Carrier

The Principal Contractor hereby engages the Contract Carrier and the Contract Carrier hereby accepts the engagement for the provision of Transport Services in accordance with this agreement on the terms and conditions set out herein.

The Principal Contractor will continue to engage Contract Carriers named in Attachment V to carry out Transport Services. The Principal Contractor and the Contract Carrier agree that such Contract of carriage will be in accordance with the terms and conditions of this Agreement.

3. Remuneration

Contract Carriers engaged in accordance with this agreement shall be remunerated in accordance with Attachment III (all inclusive rates) of this Agreement.

4. Conditions of Carriage

The Principal Contractor's Conditions of Carriage printed on the back of the consignment note will apply to Contract Carriers as written, excepting in the case of proven negligence or dishonesty of the Contract Carrier.

5. Terms of Engagement

Contract Carriers who were engaged prior to the commencement of this agreement continue engagement subject to the terms and conditions of this agreement.

6. Responsibilities of the Contract Carrier

6.1 The Contract Carrier to be available for engagement on all days not declared as public holidays between Monday and Friday inclusive and to be licensed to drive the class of vehicle he/she is required to operate.

Where customer needs or market demands necessitate weekend work, then subject to consultation with Contract Carrier(s), runs will be arranged to service such needs or demands.

6.2 Contract Carriers will be called on periodically to show or to produce copies of a current NSW drivers licence and to wear ID badges on their uniforms when performing a service for and on behalf of the Principal Contractor. Any loss of licence or ID Badge is to be communicated in writing to the Principal Contractor.

6.3 The Contract Carrier is to make all efforts to immediately notify the Principal Contractor of the Contract Carriers inability to perform Contracts of carriage on any day, provided such notification will be no later than 6am on the day on which the Contract Carrier cannot attend. In the event notification occurs later than 6.00am the onus will be on the Contract Carrier to justify to the satisfaction of the Principal Contractor his/her reasons for late notification.

6.4 The Contract Carrier shall observe run requirements as set by the Principal Contractor.

6.5 During the course of delivery and/or picking up of goods, the Contract Carrier's vehicle shall be kept in a secure/locked condition at all times and the vehicle shall be at all times weather proofed.

6.6 Contract Carriers will unload at a depot and will follow all operational requirements of the Principal Contractor, such as but not limited to :-

- The number of vehicles to be unloaded at a given time
- Where and how freight is to be unloaded
- The utilisation of the conveyer / pallet systems as applicable

- 6.7 The Contract Carrier shall acknowledge that all consignees and consignors served at all times are clients of the Principal Contractor and accordingly, not undertake any Contract of carriage with another Principal Contractor whilst engaged by the Principal Contractor performing Transport Services.
- 6.8 The Contract Carrier must not pick up Dangerous Goods that don't comply and/or is poorly packaged.
- 6.9 All freight that the Contract Carrier considers should be treated in a secure manner, ie. these goods must be brought to the attention of the Principal Contractor representative on duty.
- 6.10 The Contract Carrier shall not carry any animals or unauthorised passengers in the vehicle without the authorisation of the Principal Contractor whilst undertaking Contracts of carriage for the Principal Contractor. Provided, a passenger indemnification form (see Attachment 1) will be completed by the Contract Carrier before a passenger is allowed in a vehicle see also clause 7.4). Provided further, it is the Contract Carrier's responsibility and duty of care to ensure the passenger remains within the confines of his/her vehicle whilst in the Principal Contractors depot and providing Transport Services.
- 6.11 The Contract Carrier must carry adequate equipment, for example, Trolley, a current street directory, relevant stationery/equipment, (ie: Card left, check address stickers etc) necessary to adhere to policy issued by the Principal Contractor from time to time.
- 6.12 The Contract Carrier is to ensure that all paperwork or the like is handed in on the completion of work on a daily basis, for example, daily work summary, connotes, etc.
- The Contract Carrier is to ensure that all paper work or the like is completed accurately and has been prepared based on actual work done. The Contract Carrier is responsible for claiming for pick-ups actually performed only.
- 6.13 The Contract Carrier shall not be abusive, rude, offensive, aggressive or initiate or provoke arguments with a client of the Principal Contractor, recognising that to do so would be contrary to the interests of the Principal Contractor and the client. Each circumstance stands on its own.
- 6.14 All freight must be matched to consignment notes before a Contract Carrier leaves the depot. Freight, which does not match the consignment notes, must not be delivered unless express approval has been given in writing by the Principal Contactor. The details on the Consignment notes must not be altered by the Contract Carrier.
- 6.15 Where freight is returned to the depot the Contract Carrier must follow "Returned to Depot" freight procedure. Further, non delivered freight must be reported to the ticket office each night. The onus is on the Contract Carrier(s) to ensure returned Freight is stickered, accordingly, as per the Return Freight Procedures.

- 6.16 The Contract Carrier will ensure that pick up details are regularly kept up to date. Each time a change occurs to the permanent pick-ups. The Principal Contractor will update the permanent pick-up run sheets, as required
- 6.17 The Contract Carrier will comply with all special delivery/pick-up instructions. If for any reason the Contract Carrier is unable to do so the Contract Carrier must bring this to the attention of the Principal Contractor representative before leaving the depot. The onus will be on the Contract Carrier to justify why special delivery instructions cannot be complied with.
- 6.18 The Contract Carrier will be responsible to complete all deliveries and pick-ups allocated to him/her by the Principal Contractor and shall deliver and/or pick up to or from all areas of the customers premises (within a geographical area or designated run), unless otherwise authorised by the Principal Contractor or Duty Supervisors. The onus is on the Contract Carrier to service the customer.
- 6.19 The Contract Carrier shall at all times adhere to the departure time from depot as set by the Principal Contractor.
- 6.20 Contract Carriers are to be contactable for customer service enquiries whilst engaged by the Principal Contractor.
- 6.21 Contract Carriers are not to sublet the work or part thereof, nor to employ or use any other party to do the work without the Express authority in writing of the Principal Contractor.

The Contract Carrier will also inform the Principal Contractor in writing (prior to leaving the depot) of which freight will be passed to another driver for delivery.

- 6.22 Bulk trucks may have first option on time hire work or work set up at discounted rates irrespective of the origin or distinction of the work.
- 6.23 Contract Carriers will not take out bulk deliveries unless they are sure that all the smaller consignments on the designated run will be delivered.
- 6.24 If a Contract Carrier feels unable to deliver all the parcels in the designated run area. The Principal Contractor will be notified before loading is commenced. The Supervisor will instruct the Contract Carrier as to which freight should be loaded. As a general rule, deliveries not to be loaded are:

- i) The bulk deliveries
- ii) Those deliveries closest to the depot, and
- iii) Deliveries in the one suburb



If the situation arises where bulk pallets are unable to be delivered within the run, carton work will still remain with the option being with the run driver. Provided this will be subject to change due to customer specifications or needs.

- 6.25 Contract Carrier with excess capacity are to perform other deliveries/pick-ups within reason as required, irrespective of whether they are in the regular run area.
- 6.26 Superannuation and any related payments will be the sole responsibility of the Contract Carrier.

7. Insurance

- 7.1 The Contract Carrier shall insure the Contract Carrier's vehicle and keep it insured under a comprehensive policy of insurance and shall present evidence of current insurance to the Principal Contractor on request.
- 7.2 It is strongly recommended that a Contract Carrier shall take out and maintain a Personal Sickness and Accident Policy.
- 7.3 The Contract Carrier shall take out and maintain a Public Liability Policy and shall present evidence of current insurance to the Principal Contractor on request.
- 7.4 The Contract Carrier agrees to indemnify the Principal Contractor for passenger(s) travelling in the Contract Carrier vehicle whilst providing Transport Services. (A passenger indemnification form is attached and marked Attachment I). (See also subclause 6.10).

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8. Signatures

A Contract Carrier will obtain a signature or an authorised receipt for all freight the Contract Carrier(s) delivers unless the Contract Carrier(s) have express authorisation in writing to deliver goods without obtaining the customer's signature or authorised receipt. Failure to obtain a proper receipt will make the Contract Carrier liable for the full value of the goods.

Further, the Contract Carrier will also comply with other operational requirements for, signatures, card left, Authority To Leave (ATL), etc. The onus is on the Contract Carrier to check and ensure a signature and other details are obtained, as required by the Principal Contractor. Any anomalies/breaches caused by the Contract Carrier concerning the above will be investigated and each circumstance stands on its own when deciding what action the Principal Contractor will take.

9. Uniforms

- 9.1 The Principal Contractor shall supply to the Contract Carrier a Uniform(s) as required. Uniform items will be replaced on a fair wear and tear basis and remain the property of the Principal Contractor and are to be returned upon termination.
- 9.2 The Contract Carrier is required to be neat and presentable at all times and to wear the uniform whilst engaged to perform Transport Services on behalf of the Principal Contractor.

10. Runs

- 10.1 The Principal Contractor reserves the right to reconstruct Principal Contractor Runs and re-allocate work deemed necessary between Contract Carrier(s) or employee(s) of Mayne Nickless to operate efficiently, and provide proper levels of service to customers of Mayne Nickless. Any disputes arising from such changes will be

discussed between the Contract Carrier, the Contract Carriers representative and the Principal Contractor.

- 10.2 The Principal Contractor is responsible for the allocation of pick-ups and deliveries within a geographical area or designated run. Individual pick-ups or deliveries to or from customers remains the property of Mayne Nickless Express.
- 10.3 should a Contract Carrier leave the Company or a run become vacant then the Principal Contractor shall determine how runs are allocated. In the event a run is advertised a Contract Carrier may apply in writing for the run but it will be assessed and allocated on driver suitability, provided, where all things are equal then the Principal Contractor will use seniority as the basis to select the driver.
- 10.4 The Principal Contractor shall review a Contract Carriers performance after two (2) week(s) and where a Contract Carrier is unable to satisfy the run requirements then the Contract Carrier will be removed from the run.

11. Sale of Vehicle with Run

All work remains the property of the Principal Contractor and under no circumstances can:

- a. A run be sold
- b. A vehicle be sold with a right to a run

Goodwill remains the property of the Principal Contractor and is not transferable under any circumstances.

12. Seniority Guide

When determining the allocating of runs where all things are equal then the Principal Contractor will take into consideration the seniority of driver(s) in making a decision.

13. Vehicle Selection

- 13.1 Vehicle purchases can only be approved by the Fleet Manager and/or Branch Manager. At the time of engagement of a Contract Carrier or at the time vehicle replacement is due, the Principal Contractor reserves the right to prescribe the vehicle(s) colours, mechanical and carrying specifications to 5 tonne only , and body type, the manufactures model being optional. Only vehicles which are mechanically/structurally sound, have good presentation, meet the needs of Parceline and are less than three (3) years old from the date of purchase as a new vehicle will be purchased, unless otherwise agreed by the Principal Contractor.



13.2 At the time of engagement of a Contract Carrier or at the time vehicle replacement is due, the Principal Contractor reserves the right to prescribe the vehicles mechanical and carrying specifications, and body type.

13.3 The Principal Contractor reserves the right to alter the composition of the Contract Carrier fleet or part thereof as related to changing trends and market conditions dictate.

13.4 Notice Provisions (Principal Contractor).

The Principal Contractor by giving four (4) months written notice to Contract Carrier(s) can require any of the following to occur:-

- (i) The Contract Carrier(s) to upgrade or downgrade their vehicle(s) capacity in accordance with this clause.
- (ii) The Contract Carrier(s) to replace their vehicle(s) with an applicable vehicle(s) which compliments customer, business and/or market needs.
- (iii) Update the Contract Carrier(s) vehicle(s) where it is deemed such vehicle(s) are unsuitable for the work to be undertaken.

13.5 Notice Provisions (Contract Carrier{s}).

The Contract Carrier(s) who elect to change, replace or update their vehicle(s) as part of providing a Contract of carriage with the Principal Contractor shall discuss and gain agreement in writing from the Principal Contractor on the type of replacement vehicle and carrying capacity, make and model proposed to be purchased.

14. Breakdowns and Accidents

In the event of a breakdown or accident the Contract Carrier will be given time to arrange repairs to his/her vehicle. If a vehicle is off the road for longer than seventy-two (72) hours the Contract Carrier will hire a vehicle in order to perform his/her normal duties. Contract Carriers who have in excess of three vehicle breakdowns in a twelve (12) month period will be required to produce evidence identifying the repairs carried out.

Where a Contract Carrier is unable to perform a Contract of Carriage themselves or their vehicle is off the road, the Contract Carrier with written authorisation from the Principal Contractor will obtain a replacement vehicle to ensure the run is serviced to the satisfaction of the business and/or the customer.

15. Additional Contract Carriers

The Principal Contractor reserves the right to determine the number of Contract Carriers to a level that enables the Principal Contractor to perform all work to the Principal Contractor's and the clients standard of service and performance.

16. Vehicle Decaling

If the Principal Contractor requires the Contract Carriers vehicle to be decaled in Principal Contractor decals the Principal Contractor agrees to:

- a. Meet the expense of putting decals on Contract Carriers vehicles.
- b. Any alteration to decals etc are to be paid for by the Principal Contractor.
- c. In the event of damage to the paint work and/or vehicle during the application or removal of the decals, the Principal Contractor reserves the right to obtain three (3) quotes for repairs and/or repainting to original condition of the Contract Carriers vehicle and will only make cheques payable to the repair Company or painting shop on completion of the repair work.

The Contract Carrier agrees to deliver the vehicle ready for decals at a mutually agreeable time. In addition the Contract Carrier must allow repainting or redecating of the vehicle if the Principal Contractor so decides.

The Principal Contractor will make good damage to a Contract Carrier vehicle caused by faulty or negligent workmanship.

17. Code of Conduct

All Contract Carriers whilst engaged by the Principal Contractor agree to:

- a. Work in a safe and healthy manner.
- b. Treat customers, colleagues and Principal Contractor representatives with honesty, courtesy and respect.
- c. Effectively perform their duties in line with Business Objectives and this Agreement.
- d. Complete documentation correctly and accurately.

(A detailed code is attached and marked Attachment IV).



18. Information Pertaining to Business Activities

The Contract Carrier shall use all reasonable efforts to protect and advance the reputation of the Principal Contractor and shall not divulge any information pertaining to the Principal Contractor's business activities or those of its clients. Information in this clause is deemed to be any details about the Principal Contractor and/or its client other than what is publicly available.

19. Travel on-Contract Carrier Vehicle

The Contract Carrier shall comply with any Principal Contractor requirement to have authorised passengers travel on the vehicle for any of the following reasons:

- a. Log each individual run;
- b. Assess difficulties being experienced by a Contract Carrier(s);
- c. Training purposes,
- d. Sales staff visits to customers on the run;
- e. Familiarisation of new Contract Carrier; and
- f. Such passenger will be covered by the Principal Contractor for workers compensation entitlements.

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Note: In respect of (c) and (d) consent will not be unreasonably withheld by a Contract Carrier(s).

The Principal Contractor will indemnify the Contract Carrier against any claim for or from an authorised passenger.

20. Period of Non-engagement

- 20.1** A Contract Carrier who regularly performs Contracts of carriage for the Principal Contractor shall be entitled to take periods of non-engagement, of at least four (4) weeks subject to consultation and agreement with the Principal Contractor. Such period(s) attract no remuneration. In such cases the Contract Carrier may arrange for an approved replacement driver, provided where no replacement driver is provided the Contract Carrier will not be remunerated.
- 20.2** The Principal Contractor agrees to hire each Contract Carrier for up to forty eight (48) weeks in every year and reserves the right to require each Contract Carrier to disengage four (4) weeks each year. Provided, if further Contracts of Carriage are available then further engagements may be offered by the Principal Contractor.
- 20.3** A minimum of four (4) weeks notice to be given for periods of non engagement unless agreed with the Principal Contractor.
- 20.4** For extraordinary circumstances not covered by the above, consideration by the Principal Contractor will be given for an extended period of non-engagement and will be reviewed on an individual basis.
- 20.5**
- a) Contract Carriers that wish to have a period of non-engagement at Christmas must nominate by 30th May each year.
 - b) Preference will be given to designated run Contract Carriers who did not have Christmas period off last year.
 - c) Followed by designated run Contract Carriers who did have Christmas period off last year. They will then get their non-engagement in order of seniority.

Non engagement period will not be allowed in the two (2) weeks prior to Christmas Eve unless by special arrangement with the Principal Contractor for extraordinary circumstances.

21. Priority Services Exemption

The Principal Contractor is committed to observe all its commercial undertakings with clients. The significance of several Contracts are acknowledged by the parties through the introduction of "Priority Services".

As such it is agreed between the parties that the following services shall be deemed to be "Priority Services" and will not be effected in any way by Industrial Stoppages, bans, limitations or any other circumstances, as part of consulting with a Contract Carrier Driver representative. Contracts deemed to be "Priority Services" are:-

- (i) Any Hospital/Medical/Pharmaceutical products
- (ii) Bank related work
- (iii) Perishable products

22. Payment of Invoice

The Principal Contractor will remunerate the Contract Carrier on the Wednesday of every fortnight, such invoice will be processed via Electronic Funds Transfer (E.F.T).

The Principal Contractor will consult with Driver Representatives on altering remuneration periods and implementing an invoice system as part of the GST.

23. Workplace Health and Safety

The Principal Contractor and the Contract Carrier(s) shall ensure that they act in accordance with their responsibilities as contained in the Workplace Health and Safety Act 1989 (Regulations and Codes of Practice) as amended. This includes provision of first aid facilities at the Branch location. Contract Carriers are entitled to be part of the OH&S Committee.

24. Workers Compensation

The Principal Contractor shall observe the Workers Compensation Act 1987 (as amended).

25. Termination

25.1 Termination by the Contract Carrier

- a. Unless otherwise agreed the Contract Carrier shall give four (4) weeks' notice of termination.
- b. The Contract Carrier shall return all Company property upon termination prior to final payment being made.



25.2 Termination by the Company

- a. The Company can terminate a Contract Carrier by giving four (4) weeks' written notice to the Contract Carrier.
- b. In the event of serious breach of this Agreement, a breach of its responsibilities or misconduct, the Company can terminate a Contract Carrier immediately without notice.
- c. Should the Principal Contractor terminate a Contract Carrier for any reason other than the circumstances referred to in sub-clause 25.2 b above the company will pay to the Contract Carrier the amount of money (frozen) referred to in Attachment 2 (capping of redundancy) of this agreement.
- d. Subject to sub clause C above, it is agreed and understood that from 30th June, 2001 Contract Carriers shall have no further entitlement or claim to any form of redundancy or termination payments whatsoever.

26. Transfer to Company Vehicles

- 26.1 The Principal Contractor may at some future time find it necessary to alter the composition of its fleet over a period by purchasing Contract Carrier(s) vehicles as part of any fleet re-organisation or at the Principal Contractors discretion replace Contract Carrier(s) who exit the business with Company Employee drivers.



27. Communication Systems

- 27.1 All communication systems remain the property of the Principal Contractor and the Contract Carrier authorises the Principal Contractor to install in his/her vehicle a communication system. Such system must be left turned on at all times during engagement hours and to the appropriate channel as designated by the Principal Contractor.
- 27.2 Installation and maintenance costs shall be borne by the Principal Contractor. The Contract Carrier is to notify his/her base of any malfunction or defect in the instrument immediately.
- 27.3 The Contract Carrier shall when requested present his/her vehicle at a mutually agreed time and place for installation, replacement and/or repairs.
- 27.4 The Principal Contractor is required to give ample notice of appointments made relative to installations and/or repairs.
- 27.5 Where tested and proven to have better reception, then a centre mounted aerial will be installed. Such hole to be repaired to the Contract Carriers satisfaction when the vehicle is exchanged. The cost is to be borne by the Principal Contractor.
- 27.6 The Contract Carrier shall observe all laws in force governing the use of such transmitting and receiving equipment, and shall pay any penalties imposed on either

the Contract Carrier or the Principal Contractor as a result of the Contract Carriers misuse of the said equipment.

- 27.7 The Contract Carrier must ensure that any other radio, CB or tape player etc, in the vehicle does not interfere with the communication system.
- 27.8 The Contract Carrier must contact the depot by telephone at regular intervals, if and when unable to do so by the communication system. The cost of these telephone calls will be reimbursed by the Principal Contractor.
- 27.9 The Principal Contractor will from time to time introduce new technology to automate its business. Contract Carriers will make themselves available for training in the use of this technology. The use of such technology will form part of the provisions of Transport Services.

28. GST

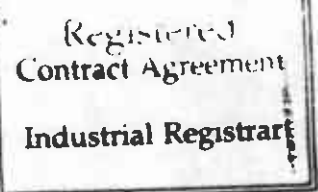
- (i) If a GST is or will be payable on the supply of anything under this agreement, then the amounts payable under this agreement in respect of the supply may be increased or decreased to take account of the GST.
- (ii) All Contractors need to register with the Australian Tax Office (ATO) and obtain an Australian Business Number (ABN). You must notify the Principal Contractor of your ABN at your earliest convenience. If your ABN is not on the Principal Contractors' records before 1 July 2000, the Principal Contractor must by law, deduct tax at the rate of 48.5% from all invoices and remit to the ATO.
- (iii) All Contractors are responsible for the remittance of the GST payable on any GST (monies) received.
- (iv) It is mandatory, that the Principal Contractor receives a Contractor's Tax Invoice in a timely manner, in respect of the GST paid. This is due to the Principal Contractor GST payments having to coincide with its quarterly returns for an input credit to the ATO.
- (v) In accordance with your obligations under the New Tax System and the Australian Competition and Consumer Commission (ACCC) Price Exploitation Guidelines, all savings (with respect to costs or otherwise) resulting from the New Tax System must be passed on to the Principal Contractor. The Principal Contractor has similar obligations in regard to its customers.
- (vi) The Principal Contractor will request from you (the Contractor) prior to 1 July 2000, your advice as to how such savings will be achieved, once the New Tax System has been implemented.



29. Disputes

The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the following procedure shall apply:-

- 29.1 (i) the matter shall first be discussed between the aggrieved Contract Carrier(s) and the Principal Contractor Representative(s).
- (ii) if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with the Principal Contractor Representative(s).
- (iii) if the matter is not settled it shall be referred to the Sub-Branch Secretary and State Principal Contractor Representative (or respective nominees) and may also include involvement of an Employee Relations representative of the Principal Contractor.
- (iv) if the matter cannot be settled at this level then the parties shall refer the matter to the State Secretary and the Principal Contractor's Chief Executive Officer, or their Representatives, in an attempt to settle the matter.
- 29.2 Notwithstanding any of the above, work shall continue as normal while the disputes procedure is adopted. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.
- 29.3. The parties agree to a cooling off period and reasonable time frames between each stage of the process contained in (a) above.
- 29.4. A Contract Carrier stood aside, shall be paid according to Attachment III of this Agreement. Subject to the Principal Contractor being satisfied that the Contract Carrier has not breached or compromised any terms of this Agreement or the Code of Conduct, then that Contract Carrier will not suffer any financial loss.



30. Security

- 29.1 For the purpose of security of both the Principal Contractor and Contract Carriers and at Principal Contractor discretion, Contract Carriers on entering or leaving the depot may be audited with the numbers of items compared to paperwork. This will be performed by the Principal Contractor or a designated person of the Principal Contractor in conjunction with the Contract Carrier and drivers representative, or other third party (as agreed), if requested.

31. Governing Law

This Agreement is to be governed and construed according to the Laws of the State of New South Wales and the Commonwealth and any action thereon shall be subject to the jurisdiction of the said State and Commonwealth and the Courts thereof.

32. Interpretation of the Agreement

If any clause of this Agreement is void, or not in accordance with legislation, then such clause shall be considered unenforceable, the balance of the Agreement will remain in full force.

33. Legal Relationship

The Principal Contractor and the Contract Carrier agree that the legal relationship between the Principal Contractor and the Contract Carrier is that of Principal and independent Contract Carrier and not that of employer and employee and no term of this Agreement shall be construed as creating the relationship of employer and employee between the Principal Contractor and the Contract Carrier.

34. Entire Agreement

The terms and conditions contained in this Agreement constitute the entire Agreement and supersede any other Agreement, arrangements or understanding whether written or verbal between the Principal Contractor, the Contract Carrier or the Union, in relation to matters which are dealt within this Agreement.

Both parties acknowledge that changing circumstances may require changes to this Agreement.

35. Term and Application of Agreement

- a. Subject to Clause 25 of this Agreement, this Agreement shall come into effect from ratification and remain in force for a period of two (2) years or until the variation or rescission by the parties in accordance with section 329 or rescission by the parties in accordance with section 330 of the Act
- b. This Agreement will apply to all Contract Carriers currently engaged by Mayne Nickless Express (Parceline) operating from depots located within the metropolitan area where Contract Carriers are required to provide Transport Services within and around the Sydney metropolitan area.
- c. Principal Contractor and representatives of Contract Carriers agree to commence negotiations for a new agreement one (1) month prior to the expiry of this Agreement.



Signed for and on behalf of
Mayne Nickless Express



Bernie Dagg, On Behalf of Parceline.
National Risk & Compliance Manager



Witness



Nick Clark
Chief Operating Officer
Mayne Nickless Express



Witness

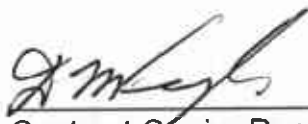
9/6/00.

Date

9/6/00

Date

Signed for and on behalf of the
Transport Workers Union of Australia,
New South Wales Branch.



Contract Carrier Representative
On behalf of Parceline.



Witness



Anthony Sheldon
State Secretary
TWU of Australia (NSW Branch)

In the presence of
Contract Carrier Representative

Date

In the presence of
Contract Carrier Representative

Date



Attachment I

INDEMNITY BY CONTRACT CARRIER TO CARRY PASSENGER(S)

In consideration of, among other things, permitting the carriage of passengers in my vehicle or otherwise while providing transport services for, to or on behalf of the Principal Contractor, and in addition to any and all other Contractual obligations, I _____

(Print-Name of Contract Carrier)

the Contract Carrier agree to indemnify the Principal Contractor (Mayne Nickless Ltd) in respect of any claim, loss or damage suffered by or against the Principal Contractor (including personal illness, injury or death of any person and loss of or damage to property) arising out of or relating to the carrying of passengers in my vehicle or otherwise while providing transport services for, to, or on behalf of the Principal Contractor.

This indemnity shall not apply where passengers are carried as a result of a request initiated by the Principal Contractor.

Signature: _____

Contract Carrier

Print Name

Date: _____

Signature: _____

Authorising Principal Contractor Representative

Print Name & Position

Date: _____



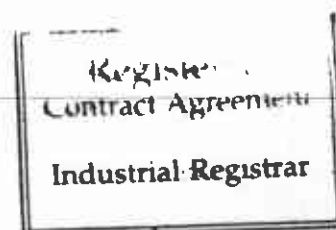
ATTACHMENT II

It is agreed and understood that from the 30th June 2001 , that Contract Carriers shall have no further entitlement or claim to any form of redundancy or termination payments whatsoever. However, should the Principal Contractor terminate a Contract Carrier for any reason other than the circumstances referred to in sub-clause 25.2 b of this agreement the company will pay to the Contract Carrier the amount of money referred to in this Attachment (capping of redundancy). Set out below are the calculations (frozen) for each contract carrier's capping of redundancy.

Contract Carrier Name (Print)	Gross capped amount \$ (frozen)
Noel Sheppard	\$36,278.53
Roy Bittle	\$18,811.80
Reg Ruprecht t/as JMJ Transport	\$40,858.01
Gary Knight t/as GD&PH Knight	\$39,133.72
Branislav Ognjanovic t/as Time Wise Freighters	\$ 6,103.71
Karl Anderson	\$42,303.62
Kevin Dickinoski t/as TKD Transport	\$18,647.25
Stephen Casey	\$18,468.35
Don McVeagh t/as DB&RL McVeagh	\$26,990.55
Viet Hung Vu	\$ 5,073.36
Dragi Srbinovski t/as 5 Star Transport Pty Ltd	\$ 5,112.03
Eduardo Deleon	\$21,280.44
Ronald Stephens	\$34,310.82
John Richards	\$36,636.34
Guzman Barquin t/as GM&MI Barquin	\$20,951.36
Frank Klassen	\$17,837.70
John Dunn	\$18,801.90
Nhu Cham Nguyen t/as Nguyen&Pham Couriers	\$26,282.24
Richard David t/as Wollondilly Courier Services	\$ 4,684.53
Yi Yan Huang t/as H&L Transport	\$19,176.92
Patricio Bustamante	\$19,076.63
George Tam	\$18,998.01
Raymond Murrin	\$33,251.75
Cong Van Nguyen	\$16,314.68
Glen Wood	\$ 2,674.69



Contract Carrier Name (Print)	Gross capped amount \$ (frozen)
Stanley Zindarsic	\$ 6,238.12
Hin Chung Tsang	\$33,251.75
Nicholas Birbilopoulos	\$18,346.90
Chris John Kania	\$ 5,037.58
Jian Cui	\$ 5,230.59
Peter Kearnes t/as P&M Kearnes	\$30,776.05
Kadir Karabork t/as Kadir&Ilknur Karabork	\$16,615.04
Wei Nian Ke	\$ 5,771.94
Russell O'Rourke t/as R&S O'Rourke	\$25,407.04
R. Smith	\$36,629.29
Robert Brown	\$15,949.56
Hung Van Nguyen	\$ 7,506.23
Sisra Ratnappuly t/as SK-I-Rose Pacific Freight	\$ 6,354.18
Peter Gillett t/as Peter B. Gillett Pty Ltd.	\$13,353.45
Leslie Moore	\$12,010.55
Anau Poko	\$13,065.90
Desmon Sinha - D&R Express Pty Ltd	\$12,965.87
Sam Dimarco	\$11,392.02
Danh Truong Vu	\$11,713.53
Andrew Abbott	\$10,332.04
Raymond Wong	\$10,561.48
Juanda Tjhin	\$ 9,645.79
Robert Tierney	\$ 8,464.74
Robert Faulks	\$31,706.10
Gary Purcell	\$32,199.99
R Kurtz	\$34,525.35
Victor Adams	\$20,943.84
Ngon Doan	\$ 2,847.87



ATTACHMENT III
CONTRACT CARRIER - RATE SCHEDULE
(All Inclusive Rates)

- The rates in this schedule will only be increased from the Market.
- Any increase recovery from the market will only occur providing it does not affect the Principal Contractors viability.
- Claims for Payment for work done will not be recognised unless the proper documentation is completed and submitted based on the piece rates herein.

A Contract Carrier will not be paid anything under this Agreement if they withdraw their work at any time.

The rates herein are all inclusive rates and the Contract Carrier will be solely responsible for superannuation.

Parcels

For the purposes of this Agreement, a standard parcel is a package or item up to 25 kilograms in weight and/or .10 m3 in volume.

Geographic Area

The Rates in this schedule apply to pick ups and deliveries (P.U.D) in and around the Sydney Metropolitan area and its fringes as determined by the Principal Contractor.

Overweight Parcels

Excluding pallets, skids and 200 litre drums which are treated separately, will be paid as multiple of standard parcels at the applicable parcel rate.

LABOUR COMPONENT – The labour component will be the equivalent of the Wage factor component (ie: Grade 3) in schedule 2 of the Transport Industry General Carriers Contract Determination, as amended.

Minimums –

Contract Carriers whilst performing Transport Services will receive a weekly minimum payment, as follows:

\$900.00 for a vehicle with a carrying capacity of 2 tonne or less

\$1100.00 for a vehicle with a carrying capacity of in excess of 2 Tonne but less than 3 Tonne

\$1200.00 for a vehicle with a carrying capacity in excess of 3 Tonne

Such minimums will not be payable for periods of non-engagement, such as but not limited to:

Christmas Vacations (25 Dec. to 31 Jan.) or other Public Holidays (ie: Easter Break etc), special events, or where Transport Services are not provided by the Contract Carrier.



Yard Hourly Rate: (for actual work done)
 \$20.99



1. Overnight Fleet Rates

	Stage 1	Stage 2	Stage 3
Taxi Truck Rate – 77% of the Company charge rate.			
Delivery Piece Rate	\$1.14	\$1.19	\$1.23
Pick-up Piece Rate	\$0.41	\$0.43	\$0.44

2. Back-Up Driver Rates

These rates are to apply for drivers who are required to back-up designated run drivers.

	Stage 1	Stage 2	Stage 3
Per Standard Parcel (for designated back up drivers)	\$0.48	\$0.50	\$0.51
Per standard parcel delivery	\$1.35	\$1.40	\$1.44

A minimum pick up applies where less than 5 units are collected from the one sender.

3. Additional Rates

	Stage 1	Stage 2	Stage 3
Deconsolidated Pallet (Optional)	-	\$11.00	\$11.33
Pallets up to 750 Kg			
Pick up	\$7.53	\$7.83	\$8.06
Delivery	\$14.94	\$15.54	\$16.00
Hand unloaded pallets			
Delivery	\$29.87	\$31.06	\$32.30
Skids up to 250 Kg			
Pick up	\$3.72	\$3.87	\$3.99
Delivery	\$7.38	\$7.67	\$7.90
Return empty pallets or pallets for exchange.	No payment		
MPU	\$4.10	\$4.30	\$4.40
COD Delivery	\$1.14	\$1.19	\$1.23
APU	\$3.88	\$4.04	\$4.16

4. 200 LITRE DRUMS (Full/Empty)

	Stage 1	Stage 2	Stage 3
Pick Up	\$5.25	\$5.46	\$5.62
Delivery	\$10.50	\$10.92	\$11.25

At authorised pick ups - \$1.15 provided that the consignment note is clearly marked "Futile" and the date of the attempted pick up together with the name of the person spoken to at the pick up point is written on the consignment note. The onus is on the Contract Carrier to supply the abovementioned details.

5. By Agreement in writing between the Principal Contractor and the Contract Carrier(s) alternative remuneration arrangements may be entered into to ensure commercially viable outcomes.

Such new arrangements will be trialed on a without prejudice basis to the satisfaction of the Principal Contractor.

6. The effective date of rate increases will be :-
Stage 1 – Current payment
Stage 2 – Effective Monday 12th June 2000.
Stage 3 - Effective Monday 2nd July 2001.

Subject to rate increases under this agreement (clause 35) , should the rate of inflation as measured by the CPI , but balanced against changes in taxation and average driver earnings, result in a significant increase in the CPI as at 30th June 2001 , then the contract carriers and their representatives , and Mayne Nickless Express , have a right to re-open discussions on the increase (stage 3) scheduled to commence after 30th June 2001.

7. **Outer Sydney Delivery Rates**

Delivery rates as per "ATTACHMENT VI".

Pick-up rates as per above rates.



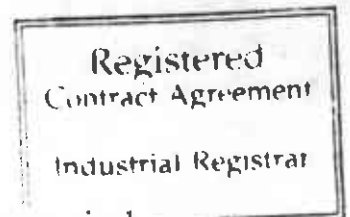
Attachment IV

CODE OF CONDUCT

- (A) The following Code of Conduct has been designed to ensure all Principal Contractor officers, including management, and Contract Carriers, its employees, agents and representatives, including the Approved Driver, understand their obligations and responsibilities with regard to general discipline.

All Contract Carriers are required to ensure that their Approved Driver and themselves:-

- (i) Works in a safe and healthy manner.
- (ii) Treats clients and colleagues with honesty, courtesy and respect.
- (iii) Effectively provides transport services in line with business objectives and this Agreement.
- (iv) Provides transport services as required under this Agreement.
- (v) Reports any inability to provide transport services immediately.
- (vi) Ensures all documentation is completed correctly and accurately as required.
- (vii) Makes themselves familiar with the Principal Contractors policies and procedures shall ensure compliance with such policies and procedures.
- (viii) Makes themselves available for training, which is deemed appropriate or necessary to perform transport services for the Principal Contractor.
- (ix) Complies with the applicable motor traffic laws at all times whilst performing transport services for the Principal Contractor.
- (x) Complies with all safety requirements whilst performing transport services.
- (xi) Performs all Contracts of carriage, as required.



- (B) In the event of a breach of this Agreement, including the responsibilities that are incidental to performing transport services under this Agreement, by the Contract Carrier, its employees, representatives, or agents, the Principal Contractor may terminate a Contract Carrier immediately without notice and without any further obligation or liability to the Contract Carrier.

For the purpose of this clause, a breach of the Agreement includes, but is not limited to, the following actions by the Contract Carrier and/or the Approved Driver;

- (i) The consumption of intoxicating liquor on duty, or being under the influence of alcohol or an illegal drug while providing transport services.

- (ii) Misrepresenting and/or falsifying documents submitted to the Principal Contractor, misappropriation of cash or equipment belonging to the Principal Contractor. All Contract Carriers will complete documentation fully, correctly and accurately as required by the Principal Contractor.
- (iii) Being dishonest, rude, abusive or offensive while performing transport services for the Principal Contractor or in dealing with the Principal Contractor or its clients, consignors, consignees or their representatives.
- (iv) Acts contrary to the interests and safety of the Principal Contractor, other Contract Carriers, employees and/or clients of the Principal Contractor. This includes non-compliance with all safety requirements.
- (v) Refusal to perform a Contract of carriage.
- (vi) Failure to carry out a reasonable demand by the Principal Contractor under terms of the Contract, immediate.
- (vii) Failure to comply with conditions of this agreement.
- (viii) Failure to comply with the Principal Contractor or customer safety requirements.
- (ix) Being intimidatory, aggressive or using physical violence against another Contract Carrier, employee, customer and representative of the Principal Contractor or member of the public.
- (x) The damaging of property (including graffiti) of the Principal Contractor, customer or other individual(s).
- (xi) Reckless and/or dangerous driving by a Contract Carrier.
- (xii) Failure to comply with delivery/pick up or operating procedures.
- (xiii) Use of offensive language, actions or behaviours which can be deemed to be discriminatory, harassing, unwelcomed etc, will not be tolerated.
- (xiv) Contract Carriers will not carry passengers or animals in their vehicles unless written authorisation has been obtained from the Principal Contractor (refer to subclause 6.10).

**Registered
Contract Agreement
Industrial Registrar**

The above are intended as examples only of breaches of the Agreement and are not exhaustive of such breaches that will result in immediate termination of the Contract Carrier's engagement by the Principal Contractor.

Excepting those matters above which can constitute misconduct and result in instant termination, other performance related disciplinary matters and the like can involve a warning process subject to the severity of the circumstances.

Accordingly, a warning or final warning by the Principal Contractor may occur subject to the severity of the circumstances. Each circumstance stands on its own.

ATTACHMENT V

Contract Carriers Party to this Agreement

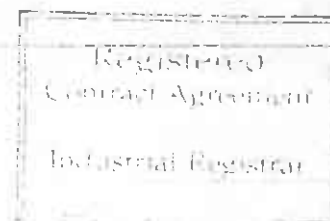
Contract Carrier Name
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Roy Bittle
Reg Ruprecht t/as JMJ Transport
Gary Knight t/as GD&PH Knight
Branislav Ognjanovic t/as Time Wise Freighters
Karl Anderson
Kevin Dickinoski t/as TKD Transport
Stephen Casey
Don McVeagh t/as DB&RL McVeagh
Viet Hung Vu
Dragi Srbinovski t/as 5 Star Transport Pty Ltd
Eduardo Deleon
Ronald Stephens
John Richards
Guzman Barquin t/as GM&MI Barquin
Frank Klassen
John Dunn
Nhu Cham Nguyen t/as Nguyen&Pham Couriers
Richard David t/as Wollondilly Courier Services
Yi Yan Huang t/as H&L Transport
Patricio Bustamante
George Tam
Raymond Murrin
Cong Van Nguyen
Stanley Zindarsic
Hin Chung Tsang
Nicholas Birbilopoulos
Chris John Kania
Jian Cui
Peter Kearnes t/as P&M Kearnes
Kadir Karabork t/as Kadir&Ilknur Karabork
Wei Nian Ke

**Registered
Contract Agreement
Industrial Registrar**

Contract Carrier Name
Glen Wood
Russell O'Rourke t/as R&S O'Rourke
R. Smith
Robert Brown
Hung Van Nguyen
Sisra Ratnappuly t/as SK-I-Rose Pacific Freight
Peter Gillett t/as Peter B. Gillett Pty Ltd.
Leslie Moore
Anau Poko
Desmon Sinha t/as D&R Express Pty Ltd
Sam Dimarco
Danh Truong Vu
Andrew Abbott
Raymond Wong
Juanda Tjhin
Robert Tierney
Robert Faulks
Gary Purcell
Ngon Doan
R Kurtz
Ozbay Erten
Dudley Bithell
Victor Adams
Marwan Saraya
Abdul Afchal
N. B. Phillip
Ravi Singh
Sombat Tumsithi
Fadi Afchal
Robert Hill
Hong Hua Wang
Ramon Castro
Ajay Kumar



Contract Carrier Name
Mukesh Newaj
Stellios Emorfopoulos
Roger Geoffrey Marcham
Tin Van Nguyen
Miguel Kornijczuk
Mark Harris
Michael Keating
Mohammed Arif
Mark Jago
Djaja Sukandar
Ravindra Nath
Raj Mukesh
Anton Sansour
Chuang Tran
Wally Dinic



ATTACHMENT VI

DELIVERY SCHEDULE				
		Stage 1	Stage 2	Stage 3
MC / CC CKC / CKG CKM	MET1	\$1.14	\$1.19	\$1.22
	MET2	\$2.50	\$2.60	\$2.68
	RIV1	\$2.08	\$2.16	\$2.23
	RIV2	\$3.13	\$3.26	\$3.35
	WIN1	\$2.08	\$2.16	\$2.23
	WIN2	\$3.13	\$3.26	\$3.35
	WOL1	\$2.08	\$2.16	\$2.23
	MOU1	\$2.81	\$2.92	\$3.01
MP / CP	MET1	\$14.94	\$15.54	\$16.00
	MET2	\$25.75	\$26.78	\$27.58
	RIV1	\$26.27	\$27.32	\$28.14
	RIV2	\$26.27	\$27.32	\$28.14
	WIN1	\$26.27	\$27.32	\$28.14
	WIN2	\$26.27	\$27.32	\$28.14
	WOL1	\$26.27	\$27.32	\$28.14
	MOU1	\$26.27	\$27.32	\$28.14
MPH / CPH	MET1	\$29.87	\$31.06	\$32.00
	MET2	\$25.75	\$26.78	\$27.58
	RIV1	\$29.87	\$31.06	\$32.00
	RIV2	\$29.87	\$31.06	\$32.00
	WIN1	\$29.87	\$31.06	\$32.00
	WIN2	\$29.87	\$31.06	\$32.00
	WOL1	\$29.87	\$31.06	\$32.00
	MOU1	\$29.87	\$31.06	\$32.00
MS / CS	MET1	\$7.38	\$7.68	\$7.91
	MET2	\$15.45	\$16.07	\$16.55
	RIV1	\$15.76	\$16.39	\$16.88
	RIV2	\$15.76	\$16.39	\$16.88
	WIN1	\$15.76	\$16.39	\$16.88
	WIN2	\$15.76	\$16.39	\$16.88
	WOL1	\$15.76	\$16.39	\$16.88
	MOU1	\$15.76	\$16.39	\$16.88
MSH / CSH	MET1	\$14.76	\$15.35	\$15.81
	MET2	\$15.45	\$16.07	\$16.55
	RIV1	\$15.76	\$16.39	\$16.88
	RIV2	\$15.76	\$16.39	\$16.88
	WIN1	\$15.76	\$16.39	\$16.88
	WIN2	\$15.76	\$16.39	\$16.88
	WOL1	\$15.76	\$16.39	\$16.88
	MOU1	\$15.76	\$16.39	\$16.88
MDF / MDE CD / CDE	MET1	\$10.50	\$10.92	\$11.25
	MET2	\$20.60	\$21.42	\$22.07
	RIV1	\$21.02	\$21.86	\$22.52
	RIV2	\$21.02	\$21.86	\$22.52
	WIN1	\$21.02	\$21.86	\$22.52
	WIN2	\$21.02	\$21.86	\$22.52
	WOL1	\$21.02	\$21.86	\$22.52
	MOU1	\$21.02	\$21.86	\$22.52

