

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA11/4

TITLE: Wettenhall Group - TWU New South Wales Contract Carriers Agreement 2011

I.R.C. NO: IRC11/1425

DATE APPROVED/COMMENCEMENT: 30 September 2011 / 30 September 2011

TERM: 60

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 18 November 2011

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Contract Agreement applies to all Contract Carriers employed by Amezdroz & Sons Pty Ltd t/as Wettenhalls Group located at 24 Pine Road Yennora NSW 2161 who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

PARTIES: Wettenhalls Group -&- the Transport Workers' Union of New South Wales

EXHIBIT 1

WETTENHALLS GROUP

AND

TRANSPORT WORKERS UNION OF NEW SOUTH WALES

CONTRACT CARRIERS AGREEMENT 2011

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1. Title

This Agreement shall be known as the Wettenhalls Group – TWU New South Wales Contract Carriers Agreement.

2. Parties

The Parties to this Agreement are:

Amezdroz & Sons Pty. Ltd. trading as Wettenhalls Group ABN 63 006 279 152 NSW Express Division of 24 Pine Road Yennora NSW (hereinafter referred to as "Wettenhalls") of the one part;

and

The Transport Workers Union of NSW of 31 Cowper Street Parramatta NSW on behalf of Contract Carriers engaged by Wettenhalls pursuant to this Agreement.

Whereas:

- A. Wettenhalls engages Contract Carriers to cart loads to and from their Yennora location (or such other site as Wettenhalls NSW Express Division may determine to operate using Contract Carriers) within the greater Sydney metropolitan region.
- B. The TWU has sought to establish a contract agreement for the Wettenhalls Carriers pursuant to Chapter 6 of the Industrial Relations Act 1996 (NSW).
- C. The parties have agreed on terms for the said contract agreement which terms are contained herein.

The parties hereto hereby agree as follows:

3. Definitions and Interpretation

3.1 In this Agreement, unless the context indicates otherwise:

"Act" means the *Industrial Relations Act 1996*, as amended.

"Agreement" means this agreement, the Wettenhalls – TWU New South Wales Contract Carrier Agreement.

"Approved Driver" means the director and controlling shareholder of the Carrier who drives Carriers Vehicle to perform the Cartage Services in accordance with this Agreement.

"Carrier" means a Contract Carrier as defined in the *Industrial Relations Act 1996 (NSW)* engaged by Wettenhalls Group pursuant to the terms of this Agreement to provide Cartage Services for the Wettenhalls Express Business.

"Carrying Capacity" in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry in accordance with the provisions of the relevant statutory and regulatory instruments applicable in New South Wales.

"Cartage Contract" is the contractual relationship between Wettenhalls Group and a Carrier engaged to provide Cartage Services pursuant to this Agreement.

"Cartage Services" means the pick-up, transport and delivery of Goods for the Wettenhalls Group NSW Express Business.

"Class of Vehicle" means either a single axle drive prime mover or a bogie axle drive prime mover, or in the case of any other Vehicle, a Vehicle of a particular carrying capacity.

"Commission" means the Industrial Relations Commission of New South Wales.

"Company" means Amezdroz & Sons Pty Ltd trading as Wettenhalls Group (ABN 63 006 279 152).

"Contract Agreement" means an agreement made pursuant to Chapter 6 – Part 3 of the *Industrial Relations Act 1996* or the parts of the relevant predecessor industrial relations acts applying at that time.

"Contract Carrier" means any contractor performing a contract of carriage, as defined by Section 309 of the *Industrial Relations Act 1996* for Wettenhalls Group.

"Customer" includes any client or entity for whom the Wettenhalls Group makes or arranges to make any delivery of Goods in respect to the Wettenhalls Group NSW Express Business.

"Determination" means the Transport Industry – General Carriers Contract Determination.

"Gross Misconduct" means conduct by the Carrier (including any Substitute Driver) that would make it reasonable for Wettenhalls to immediately terminate the engagement of the Carrier. This shall include but not limited to, willfully causing injury or harm to others, assault, theft, harassment, violence, being under the influence of alcohol, or an illegal, gross safety violation, repeated safety violations after written warnings abusive behavior, falsification of documents, repeated improper claiming of expenses (including Tolls and Mobile Phone Calls), gross misuse of company equipment, repeated serious driving offences.

"Parties" means Wettenhalls Group, its assigns and successors and the Carrier and its assigns and successors and the Transport Workers' Union of New South Wales.

"Rate" means the rates set out in Schedule 2 to this Agreement as varied pursuant to Clause 6.2.

"Substitute Driver" means a driver employed by the Carrier, with Wettenhalls prior written consent, to drive the Carriers Vehicle for the purposes of providing temporary relief for the Approved Driver.

"TWU" means the Transport Workers Union of New South Wales

"Vehicle" means the approved truck or trucks and associated equipment to be provided by the Carrier for the performance of the Cartage Services.

"Wettenhalls Express Division" means Amezdroz & Son Pty Ltd trading as Wettenhalls Group and any "Related Body Corporate" within the meaning of the Corporations Act 2001 (Cth).

"Wettenhalls site" means the site currently based at Yennora in relation to the Wettenhalls Group Express business and any other site where Wettenhalls Group operates its Express business in NSW.

3.2 A word importing:

- (a) The singular number includes the plural,
- (b) The plural number includes the singular,
- (c) Any gender includes every other gender.

3.3 A reference to:

- (a) This Agreement includes a reference to any schedule to this Agreement,
- (b) Schedule, clause or paragraph refers to a schedule, clause or paragraph of this Agreement.

3.4 A reference to an Act, Law, Regulation or By-law includes any amendment or re-enactment of it that is for the time being in force.

3.5 Where under this Agreement the day or last day specified:

- (a) for doing any act; or
- (b) for the payment of any money; or
- (c) on which any entitlement is due to arise; or
- (d) any notice is deemed to be served,

is not a Business Day, that day is to be taken as being the next day which is a Business Day.

3.6 The Schedules to this Agreement form part of this Agreement for all purposes.

4. Obligations of the Company

The Company shall ensure the following:

- (i) That the Contract Carriers listed in Schedule 3 as varied from time to time will receive preference of engagement over other Carriers engaged by Wettenhalls, subject to Wettenhalls operational requirements. This clause shall also apply to Double XX Express Pty Ltd, All Rigs Services Pty Ltd and Hemb Golden Transport Pty Ltd.
- (ii) The Company commits to roster contracts of carriage in a transparent manner that provides for work to be allocated in a fair and equitable manner as per the carrying capacity of the Contractors Vehicle and customer/operational requirements.

5. Agreement Term

- (i) A Contract Carrier as defined by the Industrial Relations Act 1996 (NSW) (hereinafter referred to as "the Act") engaged by Wettenhalls from its Yennora site (or such other site as Wettenhalls NSW Express Division may determine to operate using Contract Carriers) in the greater Sydney metropolitan region shall operate under this Agreement for a period of five (5) years to commence on 1 January 2011 which shall be governed by the terms and conditions contained herein.
- (ii) This Agreement rescinds and replaces all previous agreements which may have existed between Wettenhalls and any Carrier covered by this Agreement.
- (iii) This Agreement is to be read with the **Transport Industry General Carriers Determination** and where there is any inconsistency between the two documents then this Agreement will apply to the extent of the inconsistency.

6. Provision of Vehicle

- (i) The Carrier shall provide for the whole of the period of this Agreement a Vehicle which is suitable for the purpose of carrying out the transport requirements of Wettenhalls and which meets the specifications of Wettenhalls.
- (ii) Wettenhalls shall have the right to specify the class and age of the Vehicle, provided that Wettenhalls shall not specify a Vehicle with an age of less than three (3) years.
- (iii) At no time under this Agreement may the Carrier's Vehicle exceed fifteen (15) years of age unless it is specifically authorised in writing by Wettenhalls.
- (iv) If the Carrier's Vehicle at any time exceeds fifteen (15) years of age Wettenhalls may give the Carrier one (1) month notice to replace the Vehicle with a Vehicle that complies with this agreement. At the expiry of the one (1) month period Wettenhalls will not be obligated to offer any further Cartage Contracts until the Carrier provides a Vehicle that meets Wettenhalls specifications.
- (v) Any replacement of or upgrading of the Vehicle must be approved in writing by Wettenhalls Head Office before such replacement or upgrade is effected by the Carrier.
- (vi) Should the Carrier upgrade the Vehicle without Wettenhalls consent in writing, Wettenhalls shall not be obliged to offer further Cartage Contracts to the Carrier, until such time as the Carrier provides a Vehicle that complies with Wettenhalls specifications.
- (vii) The Carrier is responsible to ensure that the Vehicle is at all times during the life of the Cartage Contract granted hereunder:
 - (a) Legally registered in NSW;
 - (b) Roadworthy as evidenced by a certificate to that effect from a licensed mechanic;
 - (c) Clean and presenting a good image towards Wettenhalls customers;
 - (d) Mechanically sound and free from damage or defects.

- (viii) The Carrier, upon request by Wettenhalls, will produce for inspection and provide copies on request, of any certificates and/or documents pertaining to Clause 6 (vii) within seven (7) days of such request.
- (ix) The Carrier shall keep the Vehicle clean and tidy subject to workload. Wettenhalls may refuse to offer contract of carriage to any Carrier who's Vehicle is not presented in an acceptable standard at the discretion of Wettenhalls.

7. Manning of the Vehicle

- (i) The Carrier must man the Vehicle to the reasonable requirements of Wettenhalls, such manning to be on a five (5) days per week 45 weeks per annum basis.
- (ii) The reasonable requirements shall include a requirement for the Carrier to man the Vehicle on weekends as may be reasonably requested by Wettenhalls from time to time. The Carrier will not unreasonably refuse.
- (iii) Where the Carrier is required to man the Vehicle on a weekend, the minimum engagement of four hours shall apply.
- (iv) The Carrier must not allow any person to drive the Vehicle whilst performing services for Wettenhalls without first obtaining written permission from Wettenhalls.
- (v) Substitute Drivers may only be used after first having obtained Wettenhalls written permission to use the Substitute Driver. Wettenhalls may withdraw their approval for the Substitute Driver if the Substitute Driver breaches any of the terms and conditions of this Agreement.
- (vi) Wettenhalls requires that any driver engaged by the Carrier for the purposes of the Carrier fulfilling the obligations of its Cartage Contract hereunder:
 - (a) is suitably qualified and medically fit to carry out the required Cartage services;
 - (b) is legally licensed at all times for driving the Vehicle supplied by the Carrier;
 - (c) is neatly dressed in the uniform required by Wettenhalls;
 - (d) exercises all reasonable care, skill and diligence in the performance of the required cartage services;
 - (e) is respectable, responsible and behaves courteously to all Wettenhalls customers;
 - (f) complies with all lawful direction issued by Wettenhalls with respect to transport requirements in relation to Wettenhalls customers;
 - (g) assists in the loading and unloading of the Vehicle;
 - (h) checks each load for correct number of pallets or packs of product, safety, and satisfactory method of loading; and
 - (i) has been trained and complies with all appropriate Wettenhalls policies and procedures relating to safety and distribution issued by Wettenhalls from time to time;

- (j) has been approved by Wettenhalls Group before commencing any driving of the Vehicle for the purposes of this Agreement.
- (k) the principal driver must be a director and controlling shareholder of the Carrier in accordance with the Act.
- (l) when the principal driver is unable to drive the Vehicle due to leave, illness or misadventure the Carrier may supply a licensed replacement driver who has been approved and inducted by Wettenhalls subject to Clause (m).
- (m) where Wettenhalls is unable to meet service requirements Wettenhalls shall have the right to require the Carrier to supply a licensed replacement driver who has been approved by Wettenhalls.
- (n) the Carrier is responsible at all times for the conduct and behaviour of the principal driver and any replacement driver when providing Cartage Services under this Agreement.

8. Cartage, Loading and Rostering

- (i) The Carrier must work as directed, provided that such direction is lawful and in compliance with this agreement.
- (ii) The Carrier must comply with the roster requirements of Wettenhalls at all times;
- (iii) Wettenhalls is responsible for the management of the roster;
- (iv) The fundamental obligation of the Carrier is to pick up and/or deliver the Goods as required by Wettenhalls to/from the customer location on the docket and to ensure the Goods are picked up/delivered quickly, efficiently, safely and in sound condition;
- (v) The Carrier must pick up/deliver the goods directly and promptly from/to the address shown on the delivery docket issued by Wettenhalls and load/unload and place the goods in as safe and secure a manner as possible having regard to the characteristics of the site in question. In accordance with the Standard Operating Procedures the Goods shall be placed at the delivery site or at such other location endorsed on the delivery docket by the recipient of the Goods or the recipient's agent.
- (vi) The Carrier must observe all speed requirements of Wettenhalls customers;
- (vii) The Carrier must load and unload the Vehicle in a manner satisfactory to Wettenhalls and secure all loads in accordance with the Wettenhalls Group Load Restraint guidelines.
- (viii) In conjunction with Wettenhalls the Carrier must ensure that the Vehicle is loaded with the quantity of Goods specified in each delivery docket.
- (ix) The carrier and Wettenhalls must make all reasonable efforts to ensure that Goods are loaded on time and as quickly as possible, but Wettenhalls will not be liable to the carrier in any way for any delays in either the loading of the Goods or in making the Goods available for loading.

- (x) The Carrier is responsible for advising Wettenhalls immediately if delayed for any reason.
- (xi) The Carrier must ensure that the Goods are handled carefully from the completion of loading until the Goods are placed at the delivery site.
- (xii) The Carrier must comply with the reasonable instructions of Wettenhalls regarding any order.
- (xiii) The Carrier is responsible to ensure that when the Vehicle is loaded it is loaded within its legal loading limit as defined by prevailing legislation.
- (xiv) The Carrier may seek to be given permission to park the Vehicle on Wettenhalls property overnight. As condition of permission being granted, Wettenhalls at its discretion, shall have the right to preload the Vehicle.

9. Payment

- (i) Wettenhalls has a fundamental obligation to pay the Carrier for loads delivered by the Carrier. Such payment to be on the basis of the rates detailed in **Schedule 1**.
- (ii) Payment will be made to the Carrier via EFT for Cartage Services on the basis of a Recipient Created Tax Invoice (RCTI). Payment shall be made within fourteen (14) days of the invoice date.
- (iii) The Carrier must notify Wettenhalls immediately upon discovering any discrepancies in the RCTI otherwise the Carrier will be deemed to have accepted the RCTI as accurate. Discrepancies will be resolved by discussion or if that fails through the Settlement of Disputes Procedure detailed herein.

10. Rate Basis and Rate Adjustments

- (i) The rates contained in **Schedule 2** have been calculated to provide a fair outcome for the Carrier having regard to the variable nature of the transport industry. The Carrier acknowledges that earnings under this Agreement will vary according to the fluctuations of the industry and the demand for transport services.
- (ii) Subject to clause 10.(v), Wettenhalls agrees to adjust the rates by the same percentage up or down as determined by movements in the Transport Industry General Carriers Determination, if and when, as varied, from time to time. The first increase will be applied from 1 January 2012. The percentage increase will be as determined by movements in the Transport Industry General Carriers Determination in 2011.
- (iii) To avoid any doubt, the percentage increases or decreases that apply to the running rate of the Determination shall apply to the running rate percentages of the rise and fall formula that apply to this Agreement. The standing rate increases or decreases that apply to the Determination shall apply to the standing rates of the rise and fall formula that apply to this Agreement.

- (iv) The running rate and standing rate ratio formulae are attached at Schedule 2.
- (v) The first rate adjustment shall not take effect prior to 1 January 2012, except for any interim adjustments granted by the Industrial Relations Commission pursuant to clause 8 of schedule 2 of the General Carriers Contract Determination. Any adjustments granted by the Industrial Relation Commission pursuant to clause 8 of schedule 2 of the General Carriers Contract Determination shall take immediate effect.
- (vi) Cartage rate adjustments will be advised to the Carrier in writing as soon as possible when Wettenhalls have completed the calculations. The calculations pursuant to the rise and fall adjustment shall be made available to the TWU Delegate and/or the TWU upon request. Any dispute about the application of the rise and fall shall be determined in compliance with the Settlement of Disputes procedure contained in this Agreement.

11. Insurance Provisions

- (i) **Vehicle Insurance.** The Carrier must obtain and maintain at all times during the life of this Agreement a Comprehensive Motor Vehicle Insurance Policy to cover the Vehicle for an amount not less than its market value. Such a policy shall include coverage for third party property damage in respect to any one accident.
- (ii) **Public Liability Insurance.** The Carrier must obtain and maintain at all times during the life of this agreement Public Liability Insurance for not less than Ten Million Dollars (\$10 Million Dollars).
- (iii) **Workers Compensation Insurance.** The Carrier must obtain and maintain at all times during the life of this Agreement Workers Compensation Insurance to cover the driver and all of its employees if required to do so at law.
- (iv) **Certificates of Currency.** The Carrier shall produce and allow Wettenhalls to copy upon reasonable demand (no more than every three (3) months, unless required by law), copies of Certificates of Currency for all insurances that are required to be obtained and maintained under this Agreement.
- (v) Subject to clause (iv) above, Wettenhalls shall not be obligated to offer further Cartage Contracts if the Carriers do not provide such certificates as required, until such times as the Carrier provides such copies to the satisfaction of Wettenhalls.

12. Miscellaneous Provisions

- (i) **Painting of the Vehicle.** Wettenhalls may at its sole discretion and expense, paint the Carriers Vehicle into the colour and livery of its choice. Where the Vehicle colour has been changed by Wettenhalls, the company agrees to return the vehicle to original colour at Wettenhalls expense except where a Carrier has been terminated for gross misconduct as defined in this Agreement.
- (ii) Wettenhalls agree to pay the Carrier the appropriate Standing rate for the Carriers Vehicle at a maximum of eight (8) hours per day provided that the Carrier is available to perform alternative services on behalf of Wettenhalls at its discretion whilst repainting is being undertaken.

- (iii) **Wettenhalls Livery.** The Carrier will allow Wettenhalls to affix its signage to the Carrier's truck and will ensure that signage is kept in good condition during the life of the Cartage Contract. No other signage may be put on the Vehicle without express approval from the Wettenhalls CEO.

The Carrier will allow Wettenhalls to install and remove Wettenhalls Mud Flaps on the Vehicle at Wettenhalls expense.

- (iv) **Global Positioning Systems etc.** The Carrier hereby authorises Wettenhalls to install GPS or other tracking and/or measuring and /or observation equipment in the Carrier's truck at any time during the life of this Agreement.

- (v) **Tolls.** The Company will bear the expense for tolls expended by the Carrier in performing Cartage Services under this Agreement on the production of a completed company expense claim form and a toll statement highlighting the work related tolls being claimed.

Repeated claims for non-work related tolls shall be treated as gross misconduct as defined in this Agreement.

- (vi) **Permits/Fines/Other Fees.** The Carrier is responsible for all permits, weighbridge and other fees including fines, the supply and maintenance of all necessary equipment and gear and cost necessary or desirable for the safe and legal performance of the Cartage Services.

Wettenhalls may, from time to time, provide equipment and gear. Where equipment and gear is provided, the Carrier is responsible for returning such equipment at the termination of its Contract.

- (vii) **Random drug and Alcohol testing.** The Carrier enters into this Agreement on the understanding that the principal driver and any replacement driver may be required by Wettenhalls to submit to a random drug and alcohol test by saliva sample at the discretion of Wettenhalls. The Carrier further agrees that if the principal or any replacement driver refuses such a test this refusal constitutes a serious breach of this Agreement by the Carrier. Wettenhalls commit to developing and implementing a drug and alcohol policy in consultation with the TWU and others.

- (viii) **Uniforms.** The uniforms must be worn at all times by drivers when the Carrier is providing Services under this Agreement.

- (ix) **Fuel and Tyres.** The Carrier is responsible for the cost and the supply of all fuel and tyres used by it in the provision of Cartage Services under this Agreement.

- (x) **Personal Protective Equipment.** The driver of the Vehicle must wear such Personal Protective Equipment (e.g. high visibility safety vests, wet weather gear) as is issued by Wettenhalls from time to time.

- (xi) **Amenities.** Wettenhalls will supply a designated Drivers Room at the Yennora site (or alternative site as per Clause 1 (i)). The Carrier must ensure that the principal driver and any replacement driver work cooperatively with other Carriers so that the Drivers Room is kept clean and tidy at all times.

- (xii) **Vehicle Storage.** The Carrier is responsible to safely and securely store the Vehicle. If the Carrier stores the Vehicle at a Wettenhalls site such storage is at the risk of the Carrier.

- (xiii) **Key Performance Indicators.** The parties agree that all Carriers engaged hereunder will comply with the company KPIs.
- (xiv) **Cellular Phone.** The Carrier must install and maintain a cellular phone in its Vehicles. All costs associated with the phone are to be borne by the Carrier. The company will reimburse the Carrier for phone calls on the production of a completed company expense claim form and where requested by Wettenhalls, a phone bill highlighting the work related calls being claimed.

13. Fatigue Management, Induction, Training and Safety.

- (i) The Carrier is an independent contractor to Wettenhalls but both parties have a responsibility to ensure that state OH&S laws as well as national Fatigue Management laws and regulations are complied with strictly.
- (ii) Wettenhalls will provide an induction procedure at its own expense for the principal driver and any replacement driver. The Carrier is responsible to ensure that the principal and the relief driver attend the induction. The induction procedure will cover fatigue management, OH&S, environmental compliance, operational procedures and other compliance related issues. Where either the principal driver or a replacement driver does not attend the induction procedure then Wettenhalls has the right to refuse any load to the Carrier until the induction is attended and completed by the principal or relief driver.
- (iii) The Carrier will ensure any driver of the Vehicle shall comply with OH&S and Fatigue Management laws at all times.
- (iv) The Carrier must immediately report any loss or damage involving any Vehicle or its load to the Operations staff of Wettenhalls and attend to any legal/procedural requirements in respect of such loss or accident.
- (v) If the Carrier is unable to perform Cartage Services, it must promptly telephone Wettenhalls and state why and for how long the Carrier will be unable to perform the services.

14. Surveillance

The Carrier consents to the use of video surveillance on any Wettenhalls sites that is consistent with applicable Occupational Health and Safety and Privacy Legislation.

15. Agreement Period

This Agreement shall commence on **23rd February 2011** for a term of five (5) years with a nominal period of three (3) years. The parties agree to make this Agreement pursuant to Chapter 6 of the Act and secure approval of the Agreement by the Industrial Relations Commission of NSW as provided under the Act.

16. Termination of Carrier Without Notice

- (i) In the event that there is a change in directors of the Carrier.
- (ii) In the event that there is a change of control or shareholders of the Carrier.
- (iii) In the event the Carrier has been declared insolvent.
- (iv) In the event that the Carrier has been declared of unsound mind or mentally incompetent.

- (v) In the event of an act of serious and/or gross misconduct by the Carrier or its principal driver or a relief driver, Wettenhalls has the discretion to terminate the Cartage Contract granted hereunder without notice or compensation to the Carrier.
- (vi) In the event that the Carrier commits a breach of this Agreement (with the exception of Gross Misconduct) Wettenhalls may give the Carrier a notice requiring the Carrier to rectify the breach within a reasonable time, not exceeding 14 days.
- (vii) In the event the Carrier fails to rectify the breach (after receiving notice under 16(vi)), or commits further breaches of this Agreement Wettenhalls shall issue the Carrier with a second notice requiring the Carrier to rectify the breach within a reasonable time, not exceeding 14 days.
- (viii) In the event the Carrier fails to rectify the breach(after receiving notice under 16(vii)) or commits further breaches of this Agreement, Wettenhalls may issue a notice to the Carrier requiring the Carrier to Show cause as to why Wettenhalls should not terminate the engagement for repeated breaches of the Agreement.
- (ix) Subject to Wettenhalls issuing a notice under 16(viii), Wettenhalls may at its discretion terminate the Carriers engagement provided that the Carrier has had the opportunity to reply to the notice issued under 16(viii).

17. Confidentiality

All Wettenhalls sales, marketing, pricing, customer, product and technical information is strictly confidential to Wettenhalls. If the Carrier communicates any such information to a third party without the express prior approval of Wettenhalls first being obtained by the Carrier then the Carrier has committed an act of serious misconduct which will entitle Wettenhalls to terminate the Cartage Contract without notice or compensation to the Carrier.

18. Policies

Wettenhalls has policies and procedures in place which are amended from time to time including OH&S, Environmental, Operational and Human Resources policies. These policies and procedures are published to all employees of Wettenhalls and will be published to the Carrier. The Carrier agrees that these policies will equally apply to the Carrier where relevant. The Carrier has the responsibility to ensure that its principal and any relief driver are aware of the policies as published by Wettenhalls.

19. New Technology

The Carrier consents to the introduction and continuing use of technology which assists in improving and maximising the performance of the business, improves customer service, enhances monitoring and measurement of service quality.

Where training is required for the Carrier's in relation to the introduction of new technology by Wettenhalls, this training will be at Wettenhalls cost.

20. Counselling and Disciplinary Policy and Procedure

Wettenhalls Counselling and Disciplinary Policy and Procedure as amended from time to time, will be applied to the Carriers if and where required. Wettenhalls will ensure the policy and procedure is made available to the Carriers.

21. Settlement of Disputes

- (i) Parties agree that the following settlement of disputes shall apply:
 - (a) The matter should first be discussed at the workplace level between the Contract Carrier and the relevant management and where requested, a TWU Delegate.
 - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official, TWU Delegate and management.
 - (c) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company. At each discussion, other Company and TWU representatives may be in attendance as required.
 - (d) If the matter is still not settled, it may be submitted by one of the Parties to the Commission which may conciliate the matter.
 - (e) The Commission may make a determination which is binding on the Parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement.
- (ii) While the Parties attempt to resolve any matter, work will continue pursuant to the status quo in place immediately prior to the dispute arising, subject to a Contract Carrier's rights regarding health and safety issues in accordance with the Act.
- (iii) The procedures and obligations contained herein will be equally binding on the Parties to this Agreement. The decisions of the Commission will be accepted and adhered to by all the Parties subject to their appeal rights under the Act.
- (iv) If the Commission ceases to exist the parties will agree on an independent party to conciliate and arbitrate any dispute that arises pursuant to the provisions of this Agreement and this clause.

22. Fleet Structure

- (i) The TWU and the Carriers acknowledge and agree that Wettenhalls has the right at any time to add or remove Vehicles from its fleet to suit the needs of the business. That right includes the right to add company owned Vehicles.
- (ii) Wettenhalls agrees to advise the TWU and TWU Delegates prior to any reduction or addition to Fleet Structure.
- (iii) If Wettenhalls has to remove Carriers from the fleet because of business fluctuations or business needs then those Carriers will be entitled to one (1) months notice or payment in lieu.

23. TWU Recognition

- (i) Wettenhalls recognises the TWU as being the sole union that shall represent Contract Carriers.

24. TWU Delegates Rights

- (i) An elected TWU delegate will be recognised by Wettenhalls as the endorsed representative to represent TWU Contract Carrier members in the workplace and shall:
 - (a) Perform their role as TWU delegate in a professional manner;
 - (b) Bargain collectively on behalf of those Contract Carriers they represent;
 - (c) Have access to new Contract Carriers to explain the benefits of TWU membership;
 - (d) Respect the right of association of an individual Contract Carrier.

25. TWU Training Days

- (i) The Company shall permit two elected TWU Delegates to attend the TWU Delegates conference and one additional day training per year per Delegate. Delegates who attend a TWU Training Day shall be paid in accordance with the following arrangements:
 - (a) For all hours in attendance at training the Delegates shall be paid \$26 per hour to a maximum eight (8) hours per day.
 - (b) Notice to TWU Training Days:

The Company requires, from the TWU, at least two weeks written notice for TWU Delegates to attend TWU Training Days.
 - (c) Notice referred to in (b) of this subclause shall include the expected duration of the TWU Delegate's absence from the workplace, purpose of the training, date, time and location of the training.

26. Consultative Committee

- (i) The parties agree to establish a Consultative Committee that shall be made up of representatives from the Company and shall include a Contract Carriers representative.

Where the Contract Carriers representative is not the TWU Delegate, the Contract Carriers shall be entitled to have the TWU Delegate included additionally into the Consultative Committee.

- (ii) At a minimum, meetings will be held bi-monthly.

27. Induction

The TWU delegate will be given the opportunity to speak to new Contract Carriers regarding union membership separately and independently of the company induction at the commencement of their engagement. The purpose of this induction is to provide literature and forms so they may join the TWU if they so wish.

EXECUTED AS AN AGREEMENT

AMEZDROZ & SON PTY LTD trading as
Wettenhalls Group ABN 63 006 279 152 was
affixed in the presence of the authorised persons:

)
)
)
)
)

KWaid

Director GROUP HR MANAGER

[Signature]

Witness Signature

KWaid

Full Name

WREB SENIG

Witness Full Name

60-72 HARCOURT RD

Address

88 PITT ST

Address

ALTONA 3019

SYDNEY

SIGNED for and on behalf of

THE TRANSPORT WORKERS UNION OF NSW:

By its duly authorised officer in the presence of:

)
)
)
)
)

[Signature]

TWU Signature

[Signature]

Witness Signature

WAYNE FORNO

Full Name

MICHAEL RIND

Witness Full Name

31 COMPER STREET

Address

31 COMPER STREET

Address

PARAMATTA NSW 2150

PARAMATTA NSW 2150

SCHEDULE ONE

CARTAGE RATES

	3 Tonne	4 Tonne	8 Tonne	12 Tonne	Prime Mover Single	Prime Mover Double
Current	\$34	\$35	\$38	\$48	\$60	\$75
Rate on Commencement of Agreement	\$36.72	\$37.74	\$40.80	\$52.02	\$64.26	\$78.54

These rates are the entire rate to be paid for the capacity of the Vehicle.

These rates include all previous fuel levies and surcharges that may have been paid from time to time.

ALLOWANCE:

16 Pallet 12 Tonne Vehicle:

\$2 per hour for the duration of the agreement

Tail Lift:

\$2 per hour for the duration of the agreement

SCHEDULE TWO

Running Rate and Standing Rate Ratio

3 Tonne Vehicle	80% Standing 20% Running
4 Tonne Vehicle	75% Standing 25% Running
8 Tonne Vehicle	75% Standing 25% Running
12 Tonne Vehicle	65% Standing 35% Running
Prime Mover Vehicles	65% Standing 35% Running

SCHEDULE THREE

List of Contract Carriers engaged at commencement of Agreement

A & D Borg Pty Ltd

Cherrybrook Transport Pty Ltd

Houri Transport Pty Ltd

NTT Transport Pty Ltd

NTN Transport Pty Ltd

R&D Knoll Pty Ltd

TTD Transport Pty Ltd

Jantrans Pty Ltd

Jimmy TH & Co Pty Ltd

Nickos Transport Pty Ltd

SRN Transport Pty Ltd

Skubevski Transport Pty Ltd