

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA99/3

TITLE: United Transport Services Owner Driver Agreement 1998

I.R.C. NO: 98/6092

DATE APPROVED/COMMENCEMENT: Approved 18 December 1998 and commenced 15 October 98

TERM:

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED: 15 October 2000

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees at Brambles Australia Limited t/as United Transport Services, under the Transport Industry General Carriers Contract Determination 1984

PARTIES: Brambles Australia Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



UNITED TRANSPORT SERVICES OWNER DRIVER AGREEMENT 1998

This agreement is made on the 15th of October 1998

BETWEEN

Brambles Australia Limited trading as United Transport Services & the Transport Workers Union of Australia NSW Branch, on behalf of those contractors to the Company who are listed in Appendix A.

The following conditions and rates of remuneration shall, subject to any negotiated adjustment or variation provided for in the Agreement, be applicable.

Herein after each party shall be referred to as the Contract Carrier and the Company respectively. Where this agreement is silent in respect of a particular matter then the Transport Industry General Carriers Contract Determination shall apply.

1. **DEFINITIONS:** In this Agreement unless the subject matter or context otherwise indicates or requires –

Contract of Carriage has the meaning given to that expression by the Act.

Contract Carrier means a carrier who provides a vehicle/driver to perform work on behalf of the Company entering into a Contract of Carriage under this agreement.

Casual Carrier means one who supplies his/her own vehicle to enter into contracts of carriage and who is not named in Annexure A to this agreement.

Delegate means union delegate of Contract Carriers based at a terminal and includes co-delegate.

Misconduct includes but is not limited to being abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customer, consignors, consignees or their respective representatives or the public in general.

Serious Misconduct includes but is not limited to consuming alcohol while undertaking work for the Principal Contractor, being under the influence of alcohol or a non-prescription drug while undertaking work for the Principal Contractor, being dishonest or falsifying documents submitted to the Principal Contractor. Refusing to carry out a reasonable direction of the Principal Contractor. Physical abuse or fighting with any other employee of the Company, Contract Carrier, Customer, Consignor, Consignee or any member of the public whilst on duty or at any time on company premises.

Termination in its application to a Contract Carrier means that the Principal contractor ceases to enter into Contracts of Carriage with the Contract Carrier and ceases to allocate work to the Contract Carrier under any current Contract of Carriage; and

terminated has a corresponding meaning.

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The Act means the NSW Industrial Relations Act, 1996.

Union means the Transport Workers Union of Australia, New South Wales Branch.

Vehicle means a vehicle used by a Contract Carrier for the purpose of a Contract of Carriage

Work means the transportation of goods by a Contract Carrier under a Contract of Carriage with a Principal Contractor.

Grievance/Dispute is defined as any complaint, query, misunderstanding, dispute or any industrial matter relating to all forms of work, awards, agreements or conditions.

Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. Words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations

2. **CLASS, LOCALITY AND LOCATION**

This Agreement shall act as a Contract of Carriage for the transportation of goods of all descriptions for which the carrier has had appropriate training and for which his/her vehicle is suitably licensed from one place to another place within the confines of the County of Cumberland or other by negotiation at such times and by such routes as the Company shall reasonably require. This Agreement shall be valid for a period of two years from the date of signing by the parties and thereafter until rescinded in whole or in part by three months notice in writing lodged by either parties and any changes to be registered as an amendment under the NSW Industrial Relations Act 1996.

3. **ANNUAL LEAVE**

Each contract carrier subject to this agreement shall be entitled to 4 weeks annual leave for each completed year of service to be taken at a time mutually agreed between the company and the contract carrier. Such leave shall not be cumulative.

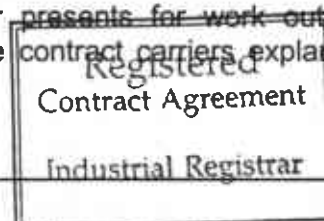
A minimum of 1 months notice is to be given by the contract carrier in an application for leave & the company in a request that leave be taken

Vehicle availability during the period of leave may be agreed with the contract carrier at the time leave is applied for/requested. The decision to do so shall be at each carrier or drivers discretion.

4. **UNIFORMS**

Contract Carriers subject to this Agreement shall wear, at all times, whilst engaged on the Company's business, uniforms as supplied by the Company. The uniform allotment shall consist of three (3) shirts, two (2) pairs of trousers or two (2) pairs of shorts, one (1) jacket, and safety boots. All uniforms are supplied at the Company's discretion and will be replaced on a "fair wear & tear" exchange basis.

The contract carrier will present for work dressed in company uniform. The company may not start the contractor if the contractor ~~presents for work out of uniform,~~ provided that consideration will be given to the ~~contract carriers explanation of the~~ reason.



5. **LUNCH BREAK**

It is the responsibility of the contract carrier to ensure he/she takes a 30 minute lunch break on each day he/she is performing work. In the event that a break is not practical, no payment will be made unless prior approval is given by the Radio Operator and bundy cards must be endorsed on the same day, as "no lunch" by the supervisor or radio operator. In circumstances where the contract carriers do not return to the yard at the end of the day and lunch has not been taken the contract carrier shall obtain the appropriate endorsement from the radio operator or supervisor the following day.

Where practical, the contract carrier will schedule breaks in accordance with the operating requirements of his/her run to ensure services are not disrupted.

Overall, breaks will be taken to ensure compliance with the requirements of the Motor Traffic Act.

6. **OBLIGATIONS OF THE CONTRACT CARRIER**

Each Contract Carrier (or relief driver used by the Contract Carrier as per clause 6.18 below) party to this Agreement shall:

- 6.1 Undertake such work as the Company or its Officers may lawfully direct, in the sequence or manner directed.
- 6.2 Comply with all Ordinances, Regulations, Acts and By-laws relating to the operation, registration, insurance and loading of vehicles as shall apply within the State of New South Wales.
- 6.3 Pay all levies, taxes, premiums or imposts as may be payable in respect of the vehicle provided by the Contract Carrier as may be deemed legally payable.
- 6.4 Keep the vehicle supplied in a mechanically sound and roadworthy condition as defined by the New South Wales Roads and Traffic Authority.
- 6.4a Have their vehicle condition examined by a suitably qualified UTS representative on a six monthly basis as per the conditions set out in clause 6.4
- 6.5 Keep the vehicle supplied in a clean roadworthy and presentable condition.
- 6.6 Be responsible for any equipment or ancillary equipment supplied for the Contract Carriers use by the Company and make good any losses or damages caused by the Contract Carriers negligence.
- 6.7 Accept, co-operate with and use any new technology which may include radio data terminal, GPS fleet management systems, bar code scanning equipment and any other equipment as may be supplied by the Company from time to time.

Provided that implementation programmes will be determined in consultation with the contract carriers and include necessary training.



Obligations of the Contract Carrier Cont.....

6.8 Be responsible that goods loaded on the vehicle supplied are protected from the prevailing weather conditions, are securely restrained on the vehicle and ensure that gates are used as appropriate to the vehicle concerned. When carrying Dangerous Goods of any quantity a full set of gates including a back loading rack shall be used on those vehicles so fitted.

6.9 The Contract Carrier or Driver will load himself/herself if required by the supervisor/manager provided he/she has been correctly trained and is suitably licensed.

6.10 Be present whenever and wherever the vehicle supplied is to be loaded or unloaded and to supervise such parts of these operations as affect the Contract Carriers vehicle. Check each consignment loaded, remain with the vehicle checking goods for accuracy to paperwork supplied including, quantity and condition ensuring that no damaged or leaking packages are accepted for transport.

For the purposes of this provision a "package" is defined as a sealed unit of freight- for example it may be a shrink-wrapped pallet.

It is recognised that there may be circumstances beyond the control of the contract carrier, which affect the ability to check consignments.

6.11 Allow pre-loading of vehicles to be carried out in the absence of the Contract Carrier.

In the case of pre-loaded trucks or trailers the Contract Carrier shall be responsible for;

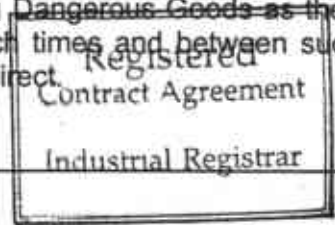
- a. checking the weather protection and security of loading as may be visible during a walk-round check.
- b. check as far as is practical accuracy of the goods on the vehicle to paperwork supplied.
- c. when unloading goods that were pre-loaded, check that the goods unloaded match the paperwork

In the case of pre-loaded truck or trailers the nominated loaders shall be responsible for ensuring there is no damage to the contract carriers vehicle.

6.12 Exercise professional care and diligence in the carriage and safe-keeping of goods placed in the Contract Carriers charge by the Company or its clients

6.13 Exercise due care and diligence to ensure that the Contract Carrier and the vehicle supplied comply with the provisions of the Australian Code for the Transport of Dangerous Goods - Edition 6th or subsequent publications. The company is to provide training on this subject.

6.14 Carry such goods, including ~~Dangerous Goods~~ as the Company or its Officers may specify at such times and between such places as the Company may reasonably direct.



Obligations of the Contract Carrier Cont.....

- 6.15 Hold and produce on request for inspection by the Company, a current driving license, issued in New South Wales, valid for the class of vehicle supplied. The Contract Carrier shall notify the Company immediately should any such license be cancelled, revoked or subject to special conditions.
- 6.16 Not have lien over goods supplied for carriage by the Contract Carrier or entrusted to his/her care.
- 6.17 Not engage or permit any other person to drive the vehicle supplied other than a driver approved by the Company in the circumstances of sub-clause 6.18.
- 6.18 If unable, to perform the drivers duties the Contract Carrier may nominate another person as relief driver subject to the relief driver satisfying the Company's criteria.
- a. If a satisfactory relief driver cannot be found and the contract carrier inability to perform driving duties extends for a prolonged period exceeding three months (but excluding annual leave entitlement) the Contract of Carriage may after review by the Company be terminated on one months notice.
 - b. 1 weeks advanced notice is required if the contract carrier is unable to perform the driver's duties &/or provide the service. It is recognised that this will not be possible in emergency circumstances where notice would be expected as soon as practicable.
- 6.19 Be aware that any act of misconduct or serious misconduct or failure to comply with any provision or clause of this Agreement by a relief driver with which it is possible for a relief driver to comply, shall result in withdrawal by the Company of approval under Clause 6.18 for that relief driver to be employed.
- 6.20 Be responsible to ensure during any period when an approved relief driver is engaged that the relief driver complies with any clause or provision of this Agreement appropriate to be complied with by the driver of a Contract Carrier's vehicle.
- 6.21 On any day that the Contract Carrier is unable to attend at the nominated starting time and place, notify the Contract Carrier's immediate Supervisor, Operations Manager or other nominated person as soon as possible.
- 6.22 Ensure that the Contract Carrier or approved relief driver maintains a neat tidy appearance (consistent with the demands of the task) at all times when performing work for the Company.



Obligations of the Contract Carrier Cont.....

- 6.23 Maintain radio contact with the Company's Operations Staff at all times practicable when working within the range of the radio supplied and report when returning into range after performing duties beyond the range of the radio set supplied.
- 6.24 Inform the Company's Operations Room immediately the Contract Carrier is unable to effect a pick-up or delivery of goods on behalf of the Company. The Contract Carrier shall remain at the location affected until directed otherwise by the Company's Operations Room.
- 6.25 Ensure that all consignment notes, drivers worksheets or other documents reasonably required by the Company are correctly completed and handed in to the Company's Operations Room or such place as the Company may direct on a daily basis. Where this is not possible, advise the radio operator prior to finishing.
- 6.26 Use every endeavour to obtain from the Consignor the cubic dimension of the freight being picked up by the Contract Carrier and where this information is not supplied by the Consignor be prepared to measure the freight with a measuring device supplied by the Company and to record such measurements in the space provided on the relevant consignment note/notes before leaving the Consignors premises.
- 6.27 Obtain the clients or nominees signature on the relevant document when goods are picked up or delivered and notify, by radio or telephone, the Company Operations Room if unable to do so. The Contract Carrier shall remain at that location until further instructed by the Company Operations Staff.
- 6.28 Account for any not negotiable cheques received on behalf of the Company and provide to the Company on the day received or at the first following opportunity. The Contract Carrier shall not receive on behalf of the Company cash or negotiable cheques. The Contract Carrier shall not be responsible for any fraudulent cheques collected on the Companys behalf.
- 6.29 Obtain and maintain current insurance policies
- a. Obtain and maintain a comprehensive motor vehicle insurance policy including cover for the sum of five million dollars (\$5,000,000.00) minimum for Third Party Property damage in respect of any accident.
 - b. Obtain and maintain a Public Liability Insurance Policy for an amount of two million dollars (\$2,000,000.00) in respect of any liability incurred whilst engaged on work on behalf of the Company.



Obligations of the Contract Carrier Cont.....

- c. Obtain and maintain for such period as may be necessary Workers Compensation Policy covering any relief driver for the time being an employee of the Contract Carrier within the meaning attributed in the workers Compensation Act or such legislation as may be appropriate. Such policy to indemnify the Contract Carrier and the Company against any liabilities under the Workers Compensation Act or similar legislation.
 - d. Produce, on request, for examination by the Company any policy or renewal receipts relevant to insurance required in Clause 6.28 (a) (b) and (c).
 - e. If the Contract Carrier is unwilling or unable to produce any or all policy or renewal receipts for inspection by the Company the Contract Carrier will forthwith be stood down without remuneration until such policies or renewals are produced.
 - f. Ensure that the policies held pursuant to Clause 6.29 (a) (b) and (c) contain an indemnity of the Company for any action of the Contract Carrier to which the policies apply and that such policies recognise that the vehicle may be laden from time to time with Dangerous Goods of Classes 2,3,4,5,6,8 and 9 and sub-classes of these goods not to exceed 5 tonne in bulk at any one time for rigid vehicles. Contractors rates and insurance of classes 1 & 7 to be negotiated separately from this agreement.
 - g. Contract Carriers agree to transport Dangerous Goods classes 1 & 7. Following consultation with the Company and agreement between the parties on issues including, but not limited to securing appropriate insurance coverage and determining rates paid to the contract carriers for transporting the said Dangerous Goods classes.
- 6.30 Report any accident in which the Contract Carrier is liable to be delayed or where freight or equipment is damaged to the Company by radio or telephone as soon as possible but in any case within 24 hours of the occurrence. Remain, and attend to any legal obligations, at the scene of an accident if physically able to do so and, subject to Occupational Health and Safety requirements, effect clean up of any debris of the accident and any spillage from the Contract Carriers vehicle.
- 6.31 Report any breakdown that occurs to the Contract Carriers vehicle advising as far as is practical the estimated delay to goods on that vehicle.
- 6.32 Return common civility to the Company's clients, officers and employees and the public in general.



Obligations of the Contract Carrier Cont.....

- 6.33 Not make any modification or alteration to the Company equipment for the time being entrusted to the Contract Carrier's care without the prior written permission of the Company. Contract Carriers are permitted to carry out routine daily maintenance only.
- 6.34 Not make use of the Company's workshop, workshop tools or workshop staff without first obtaining permission from the Company's Operations Manager or Branch Manager.
- 6.35 Upon completion of the days work to promptly clock off and ensure that fuelling and general cleaning of Contract Carriers vehicle is not carried out in Company time. In extraordinary circumstances fuelling may be done in Company time with the approval of management.
- 6.36 Upon termination return to the Company all equipment, ancillary equipment, uniforms or radios rightly the property of the Company or make good any negligent loss or wilful damage to the equipment, ancillary equipment or radios.

7 SETTLEMENT OF DISPUTES

In the event of any dispute regarding the application of this agreement or any industrial issue arising, the following procedure shall apply;

- a. The matter must be first discussed between the Contract Carrier and his/her immediate supervisor.
- b. If not settled, the matter shall be submitted by the Contract Carrier' Delegate to the Transport Manager. At any point in these discussions the Delegate or the Transport Manager may seek the involvement of the NSW Branch Manager.
- c. If not settled, the Delegate may seek the assistance of the Union Organiser and the Branch Manager may seek to involve the Company's Industrial Relations Department
- d. If still not resolved the Company and the Secretary of the Union may seek discussions.
- e. Any matter which remains unresolved by the foregoing shall be referred by either party to the NSW Industrial Relations Commission. A decision of the commission is binding on all the parties, subject to legal appeal procedures.
- f. Pending the resolution of a dispute in accordance with the above procedures, work shall continue without disruption. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.



8 TERMINATION

- a. Where "Serious Misconduct" is established, the Contract Carrier's services may be terminated immediately. Before such action is taken an enquiry will be held within one normal working day by the Company or its nominee, delegate and if available, an Organiser of the union
- b. Where "Misconduct" occurs or the Contract Carrier has an excessive claims record in respect of loss or damage to goods his/her services may be suspended by the Company, pending investigation and consideration of the circumstances. If misconduct or an excessive claims record is proven the Contract Carrier will be subject to the normal disciplinary procedures.
- c. Redundancy – Refer separate agreement.

9 SALE OF CONTRACT CARRIERS VEHICLE

No circumstances shall exist where a vehicle may be sold WITH WORK OR ANY COMPONENT OF GOODWILL or PREMIUM

Where a Contract Carrier engaged under this Agreement retires, leaves of his/her own accord, is terminated or retrenched, his/her vehicle leaves with him/her.

The only exception to this rule being where the Company desires to retain the vehicle in the yard, then the Company may

- a. offer to purchase the Contract Carriers vehicle at fair market value (as determined by the quotes of 3 licensed valuers), or
- b. allow the outgoing Contract Carrier to sell his/her vehicle to a purchaser approved to become a Contract Carrier by the Company subject to the following conditions;
 - i The Contract Carrier will obtain written approval from the company before offering his/her vehicle for sale to any proposed Contract Carrier.
 - ii The Company will interview any prospective purchaser, as to the suitability of that person representing the Company. Any person deemed as "not suitable" shall not be allowed to commence work.
 - iii Any costs associated with this process such as medical checks etc. will be at the expense of the prospective Carrier.
 - iv Where a purchaser has been approved by the Company he/she will commence work as a casual Contract Carrier. The standard probationary period outlined in Section 15 will apply.
 - v Provided always that price paid for the vehicle by the approved purchase is understood to be the value of the vehicle only without any element of goodwill. Written acknowledgment of this will be required from the Contract Carrier and the prospective buyer prior to commencement.
- c. Provided that there is nothing in this clause which prevents a contract carrier from keeping his/her truck when his/her engagement with the company finishes.



10 CORPORATIONS AND PARTNERSHIPS

When the Contract Carrier is a corporation or a partnership, then for the purposes of this Agreement any act, default or misconduct by any person doing work on behalf of the corporation or partnership under any Contract of Carriage to which the corporation or partnership is party shall be deemed to be an act, default or misconduct committed by the Contract Carrier.

11. PROVISION OF VEHICLE

The Contract Carrier undertakes to supply a vehicle of a type, class and condition deemed suitable by the Company for the work to be undertaken. The maximum age of a vehicle supplied by a Contract Carrier shall be:-

1. In the case of tray bodies, twelve (12) years old and
2. In the case of prime movers sixteen (16) years old.

If however a vehicle is deemed by the Company to be of exceptional quality and the vehicle has passed an R.T.A. examination, age limitations as outlined above may be waived by the Company. Where any exemption is granted the Company will provide that exemption in writing stating the additional period of service agreed.

Furthermore notwithstanding the age of the vehicle as outlined above, if the Company at any time considers that the vehicle of the Contract Carrier being used to undertake work for the Company is no longer acceptable for undertaking further work, the Company will give the Contract Carrier three (3) months notice that the vehicle is to be replaced by one with the same configuration acceptable to the Company.

Painting of the contractors vehicle:

Subject to the satisfactory completion of the prescribed probation period, the contract carrier will present his/her vehicle painted in a colour and to a standard that is acceptable to the company.

The contact carrier will maintain the paint in a clean presentable and professional manner.

All contract carriers will be required to display Company signage as supplied by the Company or sign written at the Companies expense.

At the Company's discretion, the Company shall repaint the contract carrier vehicle, at the Company's expense. The contract carrier shall pay all costs associated with pre-painting preparation of rust and panel damage.

Painting of the Contract Carriers vehicle shall be at an agreed time and place.

The Company will not compensate the contact carrier for any works carried out in relation to any cosmetic refurbishment of their truck unless prior written approval by the site Transport Manager or State Manager has been obtained.

Painting of the contract Carriers vehicle will be carried out in their own time.

The Company will undertake to repair and refurbish a contractor vehicle that has been damaged and / or blemished as a direct result of a spillage or leak of freight being transported, other than by negligence by the Contract carrier. The contract carrier



must report the incident to the Transport Manager on the day the incident occurred and must present his/her vehicle to a repairer nominated by the Company. The contract carrier will be paid his/her agreed hourly rate, up to 8 hours, spanning a 24 hour period whilst refurbishment is being carried out.

Should the contact carrier elect to sell / dispose of his/her vehicle within 12 months of painting, it will be the contractors responsibility to provide their new vehicle painted in a colour and to a standard acceptable to the Company.

OBLIGATIONS OF THE COMPANY

12. REMUNERATION

- a. The Company shall pay to the Contract Carrier party to this Agreement the hourly rate appropriate to the class of vehicle supplied at the rate as negotiated and shown in Annexure "A" to the Agreement. Notwithstanding that the Contract Carrier supplies a vehicle of a greater capacity or of lesser age than that supplied at the commencement of this Agreement, except where such different vehicle is supplied at the Company's request or agreement.
- b. the "Full Rate" will apply at all times where a contractor is working on behalf of the Company.
- c. the contract carrier will be paid on an hourly rate whilst working within the confines of the county of Cumberland. Where the contract carrier is reasonably required to travel outside the "local" boundary the contract carrier will be paid on a kilometre rate as negotiated by the parties.

13. INCLUSIONS IN THE RATES

It is expressly noted that the rates of remuneration shown in Annexure A of this Agreement have accounted for and include payment for the following factors;

- a. sick leave
- b. public holidays
- c. annual leave and picnic day
- d. other factors including but not limited to wages & overtime
- e. return on capital
- f. depreciation
- g. leasing costs
- h. registration and insurances
- i. administrative overheads
- j. fuel
- k. tyres
- l. oil
- m. repairs and maintenance
- n. industry special allowances.

14. LONG SERVICE LEAVE / SUPERANNUATION

14A Long Service Leave

With the exception to the above, long service leave will be maintained and payable by the Company for Contract Carriers.

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14B **Superannuation**

Payments will be contributed by the Company for the Contract Carriers to the TWU Superannuation .

15. **PROBATIONERY PERIOD**

All new Contract Carriers engaged after the date of this Agreement shall be subject to a probationary period of three (3) months.

During the probationary period the Transport manager or his/her nominee will review the performance of the probationary Contract Carrier monthly or more regular intervals if required.

Where the carrier's performance is below the required standard then counselling or training designed to assist the carrier meet the desired standard will be provided. If the carrier fails to meet the required standard after such training/counselling has been provided then the carrier will be terminated.

At the successful conclusion of this three (3) months probationary period the Contract Carrier shall be advised that he is a contract carrier under the terms of this agreement.

During the probationary period the Contract Carrier will be considered as a casual carrier notwithstanding that he/she may have purchased a vehicle from a Contract Carrier party to this Agreement. Eligibility for Long Service Leave shall be retrospective to the original date of engagement where a casual carrier is covered by this agreement.

16. **MINIMUM HOURS**

The company guarantees each contract carrier engaged under this agreement a minimum payment of 40 hours per week.

17. **PLACE OF START AND FINISH**

- a. Start times for Contract Carriers will be nominated between 5am and 10 am. Start times shall be advised a minimum of 12 hours prior to start or by 7.00pm the night before.
- b. Variations to start/finish times and location may be made to suit the Company's operational requirements.
- c. Normal starting and finishing place shall be at the Company's premises or such other place as the operational requirements of the Company dictate (refer sub-clause 18e.).
- d. Order of start
 1. Company owned equipment
 2. Permanent Contract Carriers (incl. Probationary Carriers)
 3. Outside casual

It is not the intent with the order of start groups shown above that casual employees, as categorised in 1 "company owned equipment", will be utilised by the company with the intent to decrease work available to permanent Contract Carriers.

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Contract Carriers delegates will be consulted. Any disagreement with the utilisation will be referred to Clause 7 Disputes Settlement Procedure .

- e. Where it suits the Company's operational requirements a Contract Carrier may be directed to finish work at a place which is not necessarily the same place where work commenced. The depot will be the finishing place where company trailers, equipment or freight remains on the truck

Where a contract carrier is required to finish at a site other than the company depot, payment will be made for excess time spent in travelling home. The excess time is calculated as the difference between the time taken to get home from the finishing place, and the time taken to get home from the depot.

When a Contract Carrier is required to sign off for the day at a place other than where he commenced work on that day, the responsible Supervisor/Manager will also inform the Contract Carrier of the appropriate start time/place for his/her next shift.

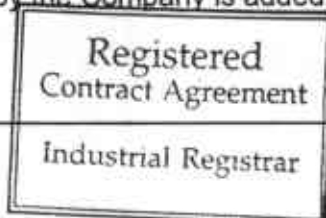
18. OBLIGATIONS OF THE COMPANY

The Company, in respect of this Agreement shall:-

- 18.1 Ensure that any equipment or ancillary equipment supplied for the Contract Carriers use or protection is serviceable and suitable for the purpose intended.
- 18.2 Arrange, when practicable, for a Company representative to attend accidents involving substantial loss or damage to the load or any personal injury.
- 18.3 Advise, as early as possible, any Contract Carrier required to undertake urgent or special delivery work.
- 18.4 When Dangerous Goods are to be carried advise the Contract Carrier in accordance with the Australian Code for the Transport of Dangerous Goods" Edition 6 or any subsequent release of that document.
- 18.5 At the Company's option supply and fit and maintain a two-way radio to the Contract Carriers vehicle. Such radio unit shall remain the Companys property at all times. Contract Carriers shall make good any damage or loss to the radio caused by the Contract Carriers negligence.

Note: Contract Carriers changing their vehicle within one year of the radio being installed shall bear the cost of transferring the radio to the replacement vehicle unless the vehicle is changed at the Company's request.

- 18.6 Subject to satisfactory completion of the probationary period, the Company may at it's sole discretion and by agreement with the Contract Carrier elect to paint the Contract Carriers vehicle in the Company's colours and livery. Any paintwork will be at the Companys expense subject to sub-clause 18.7
The Company will recover the cost of painting from the Contract Carrier if, subsequent to painting, any scroll work or other embellishments or advertising not authorised in writing by the Company is added.



- 18.7 The Company will provide the Contract Carrier with the facility to touch up and refinish any damage or discolouration to the vehicle caused by any reported spills, leakages and any blemishes that result from the same. Any repair or touch up will be to restore the vehicle to a condition similar to that immediately prior to the incident.
- 18.8 No unauthorised disclosure of any details relating to a Contract Carrier shall be given out by the Company unless authorised by the Contract Carrier in writing unless required by law or in exceptional circumstances where extreme emergency occurs.
- 18.9 The Company shall allocate work (so far as is practical) in a manner that is compatible with the Company's operations and designed to ensure equal opportunity to all Contract Carriers party to this Agreement.
- 18.10 Any ancillary equipment supplied on a loan basis to the Company will be returned to the Contract Carrier in the same order and condition as that initially received.

19. PAY IN HAND

The company shall:

- a. Adjust the remuneration of the Contract Carrier by way of reimbursing any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Company.
- b. Arrange for the Contract Carrier to be paid the remuneration due to him/her via Electronic Funds Transfer into his/her nominated account by noon each Thursday. If funds are not available at the agreed time a cheque for the weekly amount due will be issued to the Contract Carrier no later than noon on the Friday of that week.
- c. Not make any deductions other than statutory deductions from the remuneration provided for by this Agreement except as may be authorised in writing by the Contract Carrier, and agreed to by the Company.



20. COMPANY CRITEREA – CONTRACT CARRIER

The Company expects that persons seeking employment as Contract Carriers, or as a relief driver operating on behalf of a Contract Carrier shall:

- a. Have an acceptable employment history in the Transport Industry.
- b. Hold a current driving license, issued in NSW for the class of vehicle which it is intended to drive.
- c. Pass a standard medical screening as listed in Guidelines for Health Screening of Tanker Drivers.
- d. Be able to read and legibly write the English language.
- e. Be of clean and sober habits.
- f. Be competent in the handling of the vehicle, its equipment and ancillary equipment.
- g. Be prepared to undergo such training as may be required to successfully pass the test for a Registered Dangerous Goods Driver at the Company's expense.
- h. Supply the name and phone number of three referees.
- i. Present for work suitably attired in safety shoes and presentable clothing.

The training and medical expenses referred to in this Agreement shall be borne by the Company.

21. AREA, INCIDENCE AND DURATION

This Agreement shall come into force from 15 October 1998 and shall remain in force for two calendar years.

22. DRUG AND ALCOHOL USE

If Supervisors suspect any Contract Carrier or Driver to be under the influence of drugs or alcohol he/she will be entitled to send the Contract Carrier or Driver in question home for the rest of the day without pay. Should a dispute occur as to the satisfactory condition of the Contract Carrier or Driver, the supervisor will be entitled to refer that Contract Carrier for a medical test by the Company Doctor and at the company's expense. The Contract Carrier or Driver will agree to submit to appropriate medical tests to establish sobriety.

If a Contract Carrier is intercepted and found to driving under the influence of non-prescription drugs or alcohol whilst on duty with the company then this will be grounds for immediate termination as Serious Misconduct.

23. INTRODUCTION OF GST (Goods & Services Tax)

The parties recognise that in the event that a GST being implemented by the Federal Government there may be a need to revisit pricing and cost structures. The parties commit to participate in this process.



"ANNEXURE A" - CONTRACTORS

Fleet ID	Contract Carrier / Vehicle Reg / Class	Hourly Rate	Signature
P50	Geoff Allen / QZX 626 / 12 t Tautliner	\$ 45.92	
S12	Robert England / RE 120 / 12 t Tautliner	\$ 45.92	
23	Nikola Simunic / RCY 923 / Prime Mover	\$ 50.94	
P51	Paul Harrigan / PH616 / Prime Mover	\$ 50.94	
343	Wayne Middlemiss / RYU 758 / Prime Mover	\$ 50.94	
S2	Andy Andriano / RDX 688 / 8 Tonne Tray	\$ 35.99	
S1	Mal Collins / NKS 152 / 8 Tonne Tray	\$ 35.99	
S6	Gerry Mouttou / PXU 526 / 8 Tonne Tray	\$ 35.99	
S9	John Munro / SAZ 741 / 8 Tonne Tray	\$ 35.99	



SUBCONTRACTOR RATES - SUMMARY			
Rate Components	8 Tonne	12 Tonne	Prime Mover
1 Wage Rate (including 5% increase)	\$ 26,315.26	\$ 26,841.71	\$ 29,560.93
2 Return on Capital Invested	\$ 360.97	\$ 721.94	\$ 721.94
3 Depreciation	\$ 1,125.00	\$ 2,250.00	\$ 2,250.00
4 Lease Costs	\$ 3,713.36	\$ 7,426.72	\$ 7,426.72
5 Registration & CTP	\$ 1,875.00	\$ 2,122.00	\$ 4,597.00
6 Comprehensive Insurance	\$ 3,789.17	\$ 5,209.00	\$ 6,629.00
7 Public Liability Insurance	\$ 260.00	\$ 260.00	\$ 260.00
8 Personal Accident Insurance			
9 Administrative Overheads	\$ 2,631.53	\$ 2,684.17	\$ 2,956.09
TOTAL FIXED COSTS	\$ 40,070.29	\$ 47,515.54	\$ 54,401.69
10 Fuel	\$ 8,841.33	\$ 9,645.09	\$ 12,215.00
11 Oil	\$ 304.00	\$ 304.00	\$ 420.00
12 Tyres	\$ 1,048.80	\$ 1,748.00	\$ 1,610.00
13 Repairs & Maintenance	\$ 5,700.00	\$ 5,700.00	\$ 5,250.00
14 Industry Specific Allowances			
TOTAL RUNNING COSTS	\$ 15,894.13	\$ 17,397.09	\$ 19,495.00
TOTAL	\$ 55,964.42	\$ 64,912.63	\$ 73,896.69
Weeks Per Year	44.4	44.4	44.4
Hours Worked Per Week	40	40	40
Hourly Rate	\$ 31.51	\$ 36.55	\$ 41.61
<i>Balancing Figure</i>	\$ 4.48	\$ 9.37	\$ 9.33
Hourly Rate	\$ 35.99	\$ 45.92	\$ 50.94

"ANNEXURE A" - RATES

Rate 1	Normal Hourly Rate	\$ 35.99	\$ 45.92	\$ 50.94
	2nd year rate	\$ 36.69	\$ 46.64	\$ 51.73
Rate 2	Wage Rate (when hours greater than 40)	\$ 14.82	\$ 15.11	\$ 16.64
	2nd year rate	\$ 15.52	\$ 15.83	\$ 17.44

Rate 2 applies to activities such as training that require driver attendance but not requiring utilisation of their vehicle.



UNITED TRANSPORT SERVICES SUBCONTRACTOR RATES - COSTING AUG 1998

	8 Tonne		12 Tonne		Prime Mover		
FIXED COSTS							
1 WAGE COMPONENT							
As per wages schedule		\$ 26,315.26		\$ 26,841.71		\$ 29,560.93	
2 RETURN ON CAPITAL INVESTED							
Equity	25.0%	\$ 7,500		\$ 15,000		\$ 15,000	
Market Return	4.5%						
		Capital	Interest	Capital	Interest	Capital	Interest
Capital Invested Yr1		\$ 7,500	\$ 338	\$ 15,000	\$ 675	\$ 15,000	\$ 675
Capital Invested Yr2		\$ 7,838	\$ 353	\$ 15,675	\$ 705	\$ 15,675	\$ 705
Capital Invested Yr3		\$ 8,190	\$ 369	\$ 16,380	\$ 737	\$ 16,380	\$ 737
Capital Invested Yr4		\$ 8,559	\$ 385	\$ 17,117	\$ 770	\$ 17,117	\$ 770
Accumulated Return at 5th Year		\$ 8,944		\$ 17,888		\$ 17,888	
Average Return							
Value @ 5th year		\$ 8,944		\$ 17,888		\$ 17,888	
Less Equity		\$ 7,500		\$ 15,000		\$ 15,000	
Difference		\$ 1,444		\$ 2,888		\$ 2,888	
Average over 4 years	4 years	\$ 361		\$ 722		\$ 722	
3 DEPRECIATION							
Depreciation Rate	15.0%						
		WDV	Dep'n	WDV	Dep'n	WDV	Dep'n
1st Year		\$ 7,500	\$ 1,125	\$ 15,000	\$ 2,250	\$ 15,000	\$ 2,250
2nd Year		\$ 6,375	\$ 1,125	\$ 12,750	\$ 2,250	\$ 12,750	\$ 2,250
3rd Year		\$ 5,250	\$ 1,125	\$ 10,500	\$ 2,250	\$ 10,500	\$ 2,250
4th Year		\$ 4,125	\$ 1,125	\$ 8,250	\$ 2,250	\$ 8,250	\$ 2,250
5th Year		\$ 3,000	\$ 1,125	\$ 6,000	\$ 2,250	\$ 6,000	\$ 2,250
Equity		\$ 7,500		\$ 15,000		\$ 15,000	
Less WDV @ 5th year		\$ 3,000		\$ 6,000		\$ 6,000	
		\$ 4,500		\$ 9,000		\$ 9,000	
Average over	4 years	\$ 1,125		\$ 2,250		\$ 2,250	
4 LEASE COSTS							
Leased Capital		\$ 22,500		\$ 45,000		\$ 45,000	
Residual	30%	\$ 6,750		\$ 13,500		\$ 13,500	
Lease cost per month /\$1000	\$ 19.30	\$ 303.98		\$ 607.95		\$ 607.95	
Lease period	4 years						
Total Lease Cost		\$ 14,591		\$ 29,182		\$ 29,182	
Stamp Duty	1.8%	\$ 263		\$ 525		\$ 525	
		\$ 14,853		\$ 29,707		\$ 29,707	
Average over	4 years	\$ 3,713		\$ 7,427		\$ 7,427	
5 REGISTRATION & THIRD PARTY							
Annual Registration Fee		\$ 678.00		\$ 925.00		\$ 3,400.00	
Annual CTP		\$ 1,197.00		\$ 1,197.00		\$ 1,197.00	
6 INSURANCES							
Comprehensive							
Excess		\$ 625.00		\$ 625.00		\$ 625.00	
Premium		\$ 3,789.17		\$ 5,209.00		\$ 6,629.00	
Public Liability							
Cover		\$ 5,000,000		\$ 5,000,000		\$ 5,000,000	
Premium		\$ 260.00		\$ 260.00		\$ 260.00	
7 ADMINISTRATION							
% of Wage factor	10%	\$ 2,632		\$ 2,684		\$ 2,956	
RUNNING COSTS							
Kilometres per Annum		38,000		38,000		35,000	
8 FUEL							
Diesel							
Fuel cost cents per litre	69.8						
Fuel consumption Kms per litre		3.00		2.75		2.00	
Total		23.27		25.38		34.90	
Fuel cost per annum		\$ 8,841.33		\$ 9,645.09		\$ 12,215.00	
Oil							
Oil cost \$\$ per litre	\$ 2.00						
Oil consumption 000'sKms per litre		4.00		4.00		6.00	
Total		0.50		0.50		0.33	
Oil cost per annum		\$ 304.00		\$ 304.00		\$ 420.00	
9 TYRES							
Number of Tyres		8		10		10	
Cost per Tyre		\$ 368.00		\$ 368.00		\$ 368.00	
Tyre Life Kilometres		80,000		80,000		80,000	
Tyre Cost per annum		\$ 1,048.80		\$ 1,748.00		\$ 1,610.00	
10 REPAIRS AND MAINTENANCE							
Cents per kilometre		\$ 0.15	\$ 5,700.00	\$ 0.15	\$ 5,700.00	\$ 0.15	\$ 5,250.00
TOTAL COSTS			\$ 55,984.42		\$ 64,912.63		\$ 73,896.69

Signed For and On Behalf Of
Brambles Australia Limited

Name: DANIEL WALSH

Signature: *D. Walsh*

Date: 16 December 1998

In the Presence of

Name: KERRY WILSON

Signature: *Kerry Wilson*

Date: 16 December 1998

Signed For and On Behalf Of
Transport Workers Union
(New South Wales Branch)

Name: A. Sheldon

Signature: *A. Sheldon*

Date: 17th December 1998

In the Presence of

Name: Monique Dewar

Signature: *M. Dewar*

Date: 17th December 1998

