

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA00/1

TITLE: Australian Document Exchange Pty Ltd t/as Grace Couriers

I.R.C. NO: 00/3429

DATE APPROVED/COMMENCEMENT: 7 August 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all contract carriers of the company within the state of New South Wales

PARTIES: Australian Document Exchange Pty Ltd t/as Grace Couriers -&- Transport Workers' Union of Australia, New South Wales Branch



CONTRACT AGREEMENT

A Contract Agreement made this 25th day of May 2000 between

**AUSTRALIAN DOCUMENT EXCHANGE PTY LTD T/AS GRACE
COURIERS** at Unit 26/38-46 South St RYDALMERE NSW 2116

[the company]

and the

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

[the union],

made under the Industrial Relations Act 1996 in accordance with the provisions of Part 3 of Chapter 6 of the said Act, to regulate the following terms and conditions of engagement.

Now it is hereby agreed by the parties as follows:

1. TITLE OF AGREEMENT

1.1 This agreement shall be known as the **AUSTRALIAN DOCUMENT EXCHANGE trading as GRACE COURIERS - TWU CONTRACT AGREEMENT.**

1.2 **A copy of the agreement shall be displayed and maintained in a conspicuous place at the premises to which the agreement applies so as to be easily accessed and read by all contract carriers. If any carrier cannot understand the language in which the agreement is written, sufficient, accurate and simply expressed summaries of the agreement will be likewise displayed and maintained in a language that the carrier understands.**

2. RELATIONSHIP TO PARENT CONTRACT DETERMINATIONS

This agreement shall apply concurrently with the following Contract Determinations, provided that the provisions of this agreement shall prevail to the extent of any inconsistency:

- *Transport Industry-Courier and Taxi Truck Contract Determination, as varied from time to time.*



- *Transport Industry-General Carriers Contract Determination*, as varied from time to time;
- *The Transport Industry – Courier and Taxi Truck (Superannuation) Contract Determination*, as varied from time to time;

and/or any Contract Determinations replacing or superseding the above in part or in whole.

3. DECLARATION

This agreement was not entered into under duress by any party to it.

4. OBJECTIVE OF AGREEMENT

The objectives of this agreement are:

- 4.1 To enable the company to perform work in the activities covered by this Agreement in a productive and efficient manner;
- 4.2 To enable contract carriers to work in a productive, efficient, flexible and safe manner in accordance with their full skill and competence to meet the requirements of the company and their clients; and
- 4.3 To provide appropriate remuneration and conditions of engagement for contract carriers working under the terms of the agreement.

5. CONTRIBUTIONS TO THE TRANSPORT INDUSTRY TRAINING SAFETY AND INDUSTRIAL RIGHTS FUND

- 5.1 The company shall pay into the *Transport Industry - Training Education and Industrial Rights Fund* account (the fund) the amount of \$4.60 a week for each and every contract carrier it engages for any part of that week to perform contracts of carriage of a class falling within the coverage of the Contract Determinations specified in clause 2 of this agreement. The payment shall be made on a monthly basis unless alternative agreement is reached between the union and the company.
- 5.2 The purpose of the fund is the promotion of vocational training, occupational health and safety training, safer worker practices, knowledge of award, determination and other industrial entitlements, and other services for the benefit of workers in the transport industry.

Registered
Contract Agreement
Industrial Registrar

- 5.3 The first week for which the contributions referred to in 5.1 are due is the week beginning 29 May 2000.
- 5.4 In addition to the amount prescribed in 5.1 the company may make additional contributions to the fund.
- 5.5 The amount prescribed in 5.1 may be varied from time to time by agreement between the company and the union.
- 5.6 Contract carriers engaged by the company may make voluntary contributions to the fund. The contributions of the company to the fund may be offset by and to the extent of such voluntary contributions.
- 5.7 The union will provide the company with biannual records of the contributions made by the company to the fund.

6. THE TRANSPORT INDUSTRY COURIER AND GENERAL CARRYING TRAINING EDUCATION AND INDUSTRIAL RIGHTS COUNCIL

- 6.1 Principal contractors from the courier and general carrying industries that are making contributions to the fund shall be represented on the Transport Industry-Courier and General Carrying Training Education and Industrial Rights Council (the council).
- 6.2 The Council meets biannually to discuss current industry issues and areas of need. The council may make recommendations to the administrative committee of the union as to the disbursement of monies from the fund.
- 6.3 Any principal contractor from the courier and general carrying industries making contributions to the fund shall be entitled to a biannual record of any disbursement from the fund which relates to the courier and general carrying industries.
- 6.4 Subject to both 6.1 and annexure A to this agreement, the Council may determine its own procedure.

7. SUPERANNUATION

- 7.1 Subject to section 124 of the *Industrial Relations Act 1996*, all contract carriers engaged by the company to perform contracts of carriage of a class falling within the coverage of the *Transport Industry Courier and Taxi Truck (Superannuation) Contract Determination* shall become and remain members of the TWU Superannuation Fund.

Registered
Contract Agreement
Industrial Registrar

7.2 The company shall make Superannuation contributions on behalf of each carrier falling within the coverage of the *Transport Industry Courier and Taxi Truck (Superannuation) Contract Determination*. The contribution to be made by the company on behalf of each carrier is to be calculated in accordance with the *Transport Industry Courier and Taxi Truck (Superannuation) Contract Determination*. Where the carrier is a member of the TWU Superannuation Fund, the contribution shall be paid into the TWU Superannuation Fund.

7.3 The contribution referred to in 7.2 is to be made by the company. The company will not deduct the contribution from carriers' remuneration.

8. DISPUTE RESOLUTION PROCEDURE

In the event of a question, dispute or difficulty arising at a branch.

8.1 The matter shall first be raised with the local management and agreement sought.

8.2 If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and the local Manager.

8.3 Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management.

8.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales.

8.5 While the procedure is being followed, normal work will continue.

9. AREA, INCIDENCE AND DURATION


9.1 This agreement applies to all contract carriers of the company, whether engaged on a permanent, casual, part-time, temporary or fixed-term basis, performing work that falls within the coverage of the Contract Determinations specified in clause 2 of this agreement, within the State of New South Wales.

9.2 This agreement shall remain in force for a period of three (3) years, and shall continue in force thereafter until replaced or rescinded.


The parties hereby witness this agreement as follows :



SIGNED on behalf of
the TRANSPORT WORKERS'
UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH }
}


.....
ANTHONY SHELDON

In the presence of }
}


.....
MICHAEL KAINE

SIGNED on behalf of Australian
Document Exchange trading as
Grace Couriers

.....

}

In the presence of }
}


}

.....
BRENDAN BOYD

.....
TONY MELLUK.



ANNEXURE A

CONSTITUTION OF THE TRANSPORT INDUSTRY COURIER AND GENERAL CARRYING TRAINING EDUCATION AND INDUSTRIAL RIGHTS COUNCIL

1. DEFINITIONS

“principals” means principal contractors that have committed to entering into an industrial agreement with the union pursuant to which financial contributions are made to the fund.

“the fund” means the Transport Industry – Training , Education, and Industrial Rights Fund account.

“union” means the Transport Workers’ Union of Australia, New South Wales branch.

2. STRUCTURE AND VOTING

2.1 The council will consist of equal numbers of representatives of principals and of the union. Each representative on the council has one vote.

2.2 Resolutions of the council will be carried by a majority vote.

2.3 The chairperson will be the secretary treasurer of the union or his/her nominee. The chairperson is not one of the union representatives referred to in 2.1. The chairperson has the casting vote.

3. OBJECTIVES AND PROCEDURE

3.1 The objectives of the council include the promotion of vocational training, occupational health and safety training, safer worker practices, knowledge of award, determination and other industrial entitlements, and other services for the benefit of workers in the transport industry.

3.2 The council may recommend to the administrative committee of the union that disbursements be made from the fund to further any of the objectives referred to in 3.1.

3.3 The council will meet biannually to discuss industry issues.

3.4 A member of the council may, at any time, request that a special meeting of the council occur. Such request is to be in writing, addressed to the chairperson and must disclose the reason for the proposed meeting. Upon receipt of a request the chairperson must, without unreasonable delay, convene a meeting of the council. A special meeting may be counted as a meeting for the purposes of 3.3.

Registered
Contract Agreement
Industrial Registrar