

REGISTER OF

CONTRACT AGREEMENTS

CONTRACT AGREEMENT NO: CA04/3

TITLE: Corporate Transport Solutions Pty Ltd (Contract Carriers) Contract Agreement 2003

I.R.C. NO: IRC3/5031

DATE APPROVED/COMMENCEMENT: 3 October 2003

TERM: 3 October 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees engaged as contract carriers who are employed by Corporate Transport Solutions Pty Ltd, located at 11 Jersey Ave, Sandgate NSW 2304, engaged in transport and delivery services, who fall within the coverage of the Transport Industry - General Carriers Contract Determination

PARTIES: Corporate Transport Solutions -&- the Transport Workers' Union of New South Wales

AGREEMENT

This Agreement made the day of 2003

Between the parties:

Corporate Transport Solutions Pty. Ltd. ACN 097 445 782 (Hereafter referred to as "The Company")

And:

the Transport Workers Union of Australia, NSW Branch (Hereafter referred to as "The Union")

And:

the Contract Carriers engaged by the Company as listed in Schedule C or engaged subsequent to the making of this agreement (Hereafter referred to as "The Contract Carriers")

WHEREAS:

- A. The Company is engaged in providing transport and delivery services to its clients, and to that end usually subcontracts the physical carriage and delivery of goods to contract carriers ("transport services");
- B. For the purpose of calculating The Contract Carrier's remuneration, The Company may provide administrative and accounting services to The Contract Carrier;
- C. The Company and The Contract Carriers have agreed that the services each will provide to the other shall be on the terms and conditions contained herein.
- D. The rates provided in this Agreement have been constructed to provide the Contract Carriers with Remuneration greater than or equal to that provided for in the Transport Industry - General Carriers Contract Determination.

Where the rates paid to a Contract Carrier are, on aggregate, less than the rates prescribed in the Transport Industry General Carriers Contract Determination, then the Contract Determination rates shall be applied. Such aggregation shall be calculated over a rolling twelve week period.

IT IS MUTUALLY AGREED AND DECLARED AS FOLLOWS:

1. Duration and Relationship of Agreement

- (a) This agreement shall remain in force for a period of twelve (12) months from the date of certification by the Industrial Relations Commission of New South Wales, subject to sub-clause (c);
- (b) Should this agreement continue in force after the date specified in sub-clause (a) then the parties shall attempt negotiate a new agreement within three (3) months of that date;
- (c) This agreement shall only operate for transport services provided in relation to the contract between the Company and Mayne Group Limited, or its successors. Further, if that contract is terminated then it shall in effect terminate this agreement also.
- (d) This Agreement shall be read in conjunction with the Transport Industry - General Carriers Contract Determination, however if there is any inconsistency or conflict between the two (2) documents then this agreement shall prevail.

2. Relationship Between Parties

- (a) The Company offers contracts of carriage to the Contract Carrier, and the Contract Carrier accepts those contracts of carriage, as a self-employed independent contractor and not in any way whatsoever an

employee or servant of The Company in accordance with Chapter 6 of the *Industrial Relations Act* 1996. The Contract Carrier shall supply services, capital, equipment and labour as part of this arrangement.

- (b) The Company is and will be the owner of, or is and will be the authorised agent for the use of, all intellectual property associated with the transport services including but not limited to the confidential information and know how (as defined in Clause 8 below) and all trademarks used in The Company's business.

3. The Contract Carrier's Obligations

The Contract Carrier shall:

- (a) Perform transport services in accordance with this agreement including assisting with the handling, sorting and consolidation of freight. The Contract Carrier shall complete pick ups and deliveries as directed by the Company.
- (b) Take all reasonable steps to ensure the proper and careful execution of the Transport Services, and to ensure that the Transport Services are provided in a safe, reasonable, and professional manner at all times.
- (c) Treat customers of The Company and members of the general public with honesty, courtesy and respect.
- (d) At the expense of The Contract Carrier, provide a fully maintained suitable vehicle for carrying out the contracted transport services. The vehicle must always be kept in a presentable condition (clean, tidy, mechanically sound, any damage repaired promptly). The Contract Carrier will ensure that it or any driver appointed by it presents for duty in a safe and presentable manner (Dressed in a manner acceptable to The Company, clean, neat hair and no facial jewellery that may be viewed as offensive or inappropriate). The Contract Carrier shall also bear all incidental expenses associated with providing the transport services herein required including the costs of street and telephone directories, tarpaulins, ropes, trolleys and other tools and equipment required to perform transport services.
- (e) At all times the Contract Carrier shall conform at its own cost and expense with all Acts whether Commonwealth or State and all regulations, by laws, ordinances or orders made there under and the lawful requirements of any public, municipal or other authority so far as the same may affect or apply to The Contract Carrier or the transport services being provided by The Contract Carrier, and The Contract Carrier shall indemnify The Company from and against all actions, costs, charges, claims and demands arising in respect thereof.
- (f)
 - (i) Provide a mobile phone, at all times while providing transport services and shall be maintained in good working condition. All costs of installation, purchasing, hiring, calls, repairing and maintaining of the Mobile Phone shall be met by The Contract Carrier.
 - (ii) Ensure that the two-way is turned on and operating and at a volume the Contract Carrier can hear at all times.
 - (ii) The purpose of (i) and (ii) above is to ensure that Contract Carriers are contactable at all times as can be reasonably expected while performing transport services.
- (g) Account to The Company as soon as possible for any cheques or moneys received by The Contract Carrier on behalf of The Company or on behalf of its Customers or others.
- (h) Immediately advise The Company if, for whatever reason, The Contract Carrier is unable to carry out any of the transport services.
- (i) The Contract Carrier may personally fulfill The Contract Carrier's responsibilities under this agreement or, at The Contract Carrier's sole expense, by another driver as long as no interruption occurs in the

transport services to customers ordinarily serviced by The Contract Carrier. The Contract Carrier agrees, and will ensure, that, any driver engaged by The Contract Carrier to provide the transport services, complies with all conditions, provisions and standards of this agreement including but not limited to security clearance, current driver licence, qualifications, and performance of transport services.

- (j) Not commit or omit any act, or be party to the doing of any act, matter or thing which may jeopardise or otherwise adversely effect the goodwill, commercial reputation or overall public image of The Company, this shall include any employee of the Contract Carrier.
- (k) Take out and keep in force with an insurance company, adequate insurance in the name of the of The Contract Carrier and also indemnify The Company in respect of, The Contract Carrier's vehicle, and of any Company property or goods carried by The Contract Carrier, to cover the following risks:
 - (i). Comprehensive Motor Vehicle
 - (ii). Public Liability (minimum of \$5 million)
 - (iii). Goods in Transit
- (l) Provide in writing such information or documents as to the terms and conditions and currency of the policy of insurance as may reasonably be required by The Company to verify the existence and currency of this insurance. Should it be proven that transport services have been provided and such insurances were not current, even after the event, then the services of the Contract Carrier will be terminated.
- (m) Be personally liable to pay any fines that may be imposed on The Contract Carrier or the driver of the vehicle for breaches of any statute or regulations governing or regulating the driving or operating of the vehicle. Where pick up or delivery is made difficult by the operation of parking restrictions, the Contract Carrier shall refer to the Principal Contractor for instructions. Where no instructions are sought or given, the Contract Carrier bears responsibility for all fines or penalties imposed
- (n) Not at any time, pledge the credit of or make representations or incur liabilities on behalf of The Company or its clients or customers.
- (o) Indemnify and hold indemnified at all times The Company in respect to all costs incurred by The Company or any claim for loss or damage made against The Company arising out of or in the course of The Contract Carrier carrying out the transport services. The Company may deduct from The Contract Carrier's remuneration as hereafter provided for, any sum to which the foregoing indemnity applies unless the Contract Carrier provides an explanation to the satisfaction of the Company.
- (p) Prior to providing transport services on any day the Contract Carrier must provide, for the previous days transport services, all relevant paperwork, (Consignment Notes, Run Sheets, Signature Sheets, Electronic data and data equipment, etc.) which pertains to the running of the business for that day, detailing the following information:
 - (i). Senders name and address.
 - (ii) Receivers name and address.
 - (iii) Account number to be charged, or clear indication of who pays the charges. If this is a third party, the full name and address of the third party must be entered on the Consignment note.
 - (iv) All Consignment Notes must be signed by the sender.
 - (v) Where the freight falls within The Company's definition of "Cubic Freight", the measurements of the freight must be entered in the appropriate area on the electronic data / job Sheets / Consignment Notes collected by the Contract Carrier. Where the Company seeks to change the method of data collection, appropriate training will be provided to the Contract Carrier.

- (vi) The Contract Carrier will sign and enter its identification number in the required area on all Job Sheets and Consignment Notes collected by the Contract Carrier.
- (vii) The service type required is to be clearly indicated.
- (viii) A signature, together with printed surname is required as "Proof of Delivery" of all consignments unless specifically authorised by The Company.
- (ix) If The Contract Carrier performs a job on an "hourly hire" arrangement, the run sheet/consignment note is to be recorded with the commencement and finish time of the job. Should waiting time be applicable, The Company is to be advised immediately by radio that waiting time is about to commence and the time of commencement and completion of waiting time is to be clearly recorded on the job sheet/consignment note and authorised by the customer (by signature and surname).
- (q) If, as a result of The Contract Carrier's failure to carry out any part of clause 3 (a-p), The Company is unable to collect payment from its clients for the work completed by The Contract Carrier, The Company shall have the right to withhold payment (in total) to The Contract Carrier for the jobs in respect of which complaint is made by The Company's client or clients in question, and The Company shall have no liability to The Contract Carrier for the job or jobs in question until such time as the client or clients make payment to The Company.
- (r) The Contract Carrier will take out and keep in force cover for The Contract Carrier and its employees through a responsible Insurance and Superannuation Company in all areas required by the law and statutes of the State & Commonwealth. These must include the following:
 - (i). Compulsory Superannuation.
 - (ii) Workers Compensation, where applicable and Sickness and Accident Insurance.
- (s)
 - (i). If at any time The Contract Carrier ceases to hold a current applicable driver's licence, or otherwise ceases to be qualified and able to perform the transport services in accordance with the terms and conditions of this Agreement for any reason whatsoever, The Contract Carrier will take immediate steps to notify The Company, and will provide an alternative driver within twenty four (24) hours to ensure that there is no interruption to the provision of Transport Services. Should it be proven that the Contract Carrier or its driver was performing transport services without holding the appropriate drivers licence, even after the event, then the services of the Contract Carrier will be terminated.
 - (ii) The Contract Carrier will provide evidence of current security clearance at the signing of this agreement. The cost of such security clearance is to be at The Contract Carrier's expense.
- (t) Because of the confidential and secure nature of freight carried, The Contract Carrier must comply with the following procedures:
 - (i) Where the Contract Carrier is to provide transport services requiring key access, it is the responsibility of The Contract Carrier to secure customers keys as required by The Company at the completion of the run.
 - (ii) Keys are not to be left in a visible position in the vehicle when unattended;
 - (iii) The Contract Carrier must ensure the vehicle is fully locked at all times when left unattended
 - (iv) The Contract Carrier must ensure a reward tag (provided by the Company) is fitted to all key chains and any loss of keys is reported to The Company immediately.

- (v) The Contract Carrier must report any suspected security breaches or unlocked client premises immediately to The Company.
- (vi) The Contract Carrier must not identify customer's keys in any way that would breach customer confidentiality.
- (vii) The Contract Carrier must immediately report to The Company any variations in pick-ups, and/or in the pick-up routine, and/or in any run. Where the Contract Carrier fails to advise of a futile pick-up, and/or upon failure to pick-up a consignment without immediately advising The Company, the Contract Carrier shall be liable to reimburse the company for any and/or all costs incurred in rectifying the missed pick-up, unless the Contract Carrier is able to provide an explanation to the satisfaction of the Principal Contractor as to why the failure in action and/or communication occurred. Such reimbursement may be deducted by The Company directly from any amount owed to The Contract Carrier

4. Signage and Uniforms

The Company agrees to provide and The Contract Carrier agrees to affix at no cost to The Contract Carrier, signs and decals to The Contract Carrier's vehicle(s) as required by The Company. Such signs and decals may vary from time to time at The Company's election.

The following work also shall be done at no cost to The Contract Carrier:

1. removal and/or replacement of decals
2. restoration of paintwork - if and as necessary upon completion of contract , as provided for by Clause 7 (8) of the Transport Industry - General Carriers Contract Determination

The Company may supply to The Contract Carrier uniforms at no cost to The Contract Carrier, as required, on the following basis:

- (a) such uniforms will be replaced on a fair wear and tear basis at no cost to The Contract Carrier
- (b) all uniforms are to be surrendered to The Company upon termination of this agreement or the Contract Carrier's services.
- (c) The Contract Carrier agrees to wear the uniform whilst providing transport services
- (d) Uniforms lost or damaged as a result of misuse or negligence will be replaced at the expense of The Contract Carrier,
- (e) The Contract Carrier will, as requested, wear a photographic identification badge as part of the uniform. Such badge to be provided at no cost to The Contract Carrier

5. The Company's Obligations

- (a) Maintain a service to its customers, to a standard that will assist in enhancing the reputation of The Company.
- (b) Pay The Contract Carrier a sum, in respect of the goods and other articles or services provided by The Contract Carrier in conducting the transport services (referred to as "Remuneration")
- (c) The Company will deduct from The Contract Carrier's remuneration any deductions required by the law to be paid by The Company (including GST Withholding Tax in accordance with the taxation laws of Australia) and account to The Contract Carrier for the amount so deducted.
- (d) Pay The Contract Carrier's remuneration no later than the fifth working day after the close of the pay period observed by the Company (which shall not exceed two weeks duration), provided the Contract Carrier correctly completes and submits daily claim sheets.

- (e) The Company shall use its best endeavours to promote, develop and maintain transport services and its reputation and goodwill for same with its customers.
- (f) The Company shall collect payment from customers for the transport services provided by it and The Contract Carrier and account to the Contract Carrier and pay to The Contract Carrier such sum as is payable by reference to Schedule A on account of the provision by The Contract Carrier in the course of providing transport services for the Company.
- (g) The Company shall organise the areas for the Contract Carrier to perform transport services to meet the commercial needs of the business and to meet customer requirements but does not guarantee volumes of freight, or levels of remuneration. These areas shall be changed by the Company to meet customer and commercial needs and meet service requirements.

6. Termination of Contract Carriers

- (a) Contract Carriers may be terminated with one (1) month's notice as a result of changes to the structure or operation of the Company and its business. The Company shall consult with the relevant Contract Carriers in regard to such changes.
- (b) Contract Carriers will have their services terminated if they breach this agreement or are deemed guilty of misconduct as detailed in Schedule B, without notice or payment in lieu.
- (c) A Contract Carrier may terminate their services with the provision of one (1) month's notice.

7. Assignment (Goodwill)

- (a) The Contract Carrier shall not be entitled to assign the benefit of this Agreement to anyone.
- (b) The Contract Carrier warrants that in the event of The Contract Carrier selling its vehicle to another individual, The Contract Carrier will not hold out to any buyer of its vehicle that it has a "business" to sell. The Contract Carrier warrants to The Company that it will inform such buyer that The Company is under no obligation at all to continue this agreement with the new owner of The Contract Carriers vehicle or "business". Further, if this warranty is breached, the Contract Carrier hereby agrees to indemnify The Company against any loss The Company may suffer by way of claim from the buyer of The Contract Carrier's vehicle.

8. Confidentiality

The Contract Carrier hereby agrees and acknowledges:

- (a) That during the course of this agreement there may be disclosed to The Contract Carrier certain trade secrets and know how of The Company, which may consist of, but not be limited to:
 - (i) Technical information: Methods, processes, formula compositions, inventions, machines, computer programs and research products.
 - (ii) Business information: Customer lists; Company and/or client keys; pricing; sources of supply; and marketing, production, or merchandising systems or plans.
- (b) The Contract Carrier shall not during, or at any time after the termination of The Contract Carrier's engagement with The Company, use for The Contract Carrier or others benefit, or disclose or divulge to others any trade secrets, confidential information, or any other data of The Company, that is not publicly available.
- (c) That upon the termination of The Contract Carrier's employment from The Company:
 - (i) The Contract Carrier shall return to The Company all keys of The Company and its clients, and all documents relating to The Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, electronic data

and equipment, and all other materials and all copies thereof relating in any way to The Company's business, or in any way obtained by the Contract Carrier during the course of its engagement with the Company. The Contract Carrier further agrees that The Contract Carrier shall not retain any copies of the foregoing.

- (ii) The Company may notify any future or prospective employer or principal contractor of the existence of this agreement.
 - (iii) This agreement shall be binding upon The Contract Carrier and The Contract Carrier's personal representatives and successors in interests, and shall inure to the benefit of The Company, its successors and assigns. The Contract Carrier shall include any associated, affiliated or involved person or company, entity or any individual employed by, contracted to or associated with The Contract Carrier or any associated, affiliated or involved person or entity.
 - (iv) The unenforceability of any provision to this agreement shall not impair or affect any other provision.
 - (v) In the event of any breach of this agreement, The Company shall have full rights to injunctive relief, in addition to any other rights.
- (d) That any customer introduced to The Contract Carrier by The Company will not be approached by, coerced, or quoted directly by The Contract Carrier whilst operating under this agreement. The Contract Carrier will not utilise any customer lists of The Company subsequent to the termination of this agreement

9. Disputes

- (a) All disputes, which shall arise between the parties hereto concerning this Agreement or the subject matter hereof, shall be governed by the following procedure that the parties acknowledge is designed to minimize conflict and disruption to the business or the services that it provides.

In the event of any dispute, in the first instance the parties shall address the matter in discussion personally between themselves; the parties will endeavour to resolve the matter by discussion between themselves.

Should a satisfactory resolution not be achieved by discussion as set out above, the procedure set out below is to be followed:

- (i) Firstly, the parties agree to set out in writing any differences they have in a document and serve each other with the same within a maximum of three (3) working days.
 - (ii) The parties then agree to meet, within a further three (3) working days to discuss those issues in dispute.
 - (iii) Failing resolution, the parties then agree to meet, within a further three (3) working days, with their respective representatives in an effort to resolve their differences.
 - (iv) If, following this meeting, the parties are unable to resolve their differences, they agree to refer the matter to the Industrial Relations Commission of New South Wales for conciliation.
 - (v) Nothing contained above shall limit the parties to attempting to resolve any such dispute in a more expeditious manner, including holding telephone conferences instead of meetings.
- (b) Until such time as the process described in the preceding Clause 9(a), is complete, each party covenants with the other not to commence legal proceedings or industrial action. If a party institutes legal proceedings or industrial action in breach of this clause, the other party may apply to the Commission for the matter to be held over or for such industrial action to immediately cease until such time as the above process is completed. In the event of such an application, this clause may be relied upon as a complete bar to the progression of those proceedings.

10. Cancellation

The signing of this agreement shall rescind and terminate all previous agreements, undertakings or arrangements whether written or verbal or part written or part verbal or implied between the Company and any Contract Carrier or group of Contract Carriers.

11. Definitions

Bulk Vehicle	a vehicle having a load capacity greater than two tonnes
Company	a Principal Contractor as defined in Chapter 6 of the <i>Industrial Relations Act 1996</i>
Contract Carrier	As defined in Chapter 6 of the <i>Industrial Relations Act 1996</i>
Cubic Freight	freight having a density of less than 250kg per cubic metre
Fashion Work	consignments of clothing and/or wearing apparel, and/or accessories, including but not limited to hanging, carton, bag and other freight
Pallet	generally a bulk consignment, consigned on a platform generically described as a pallet
Proof of Delivery	the conventional hand-written or electronic signature, or scanned authority to leave barcode which signifies receipt of the consignment by the Receiver
Remote Run	a run which is in whole or part located outside of the Newcastle and Lake Macquarie Cities, and / or has long run legs, as determined by the Company
Remuneration	the amounts which are payable for services provided in accordance with this Agreement
Time Sensitive Freight	Consignments designated as Time Sensitive, having a specified time to be delivered by and designated destination
Transport Services	Contracts of Carriage as defined by Chapter 6 of the <i>Industrial Relations Act 1996</i> and the handling, sorting and consolidation of freight and any incidental work arising from performing such work
Services	Express: deliveries completed by 12.00pm on the day received unless required otherwise Parceline: deliveries completed by close of business on the day received unless required Otherwise Fashion: deliveries completed during run and by 2.00pm on the day received unless required otherwise.

12. Interpretation

In the Agreement "The Contract Carrier" and "The Company" shall be deemed to mean and include each of the persons and companies named herein (and their respective heirs, executors, administrators and successors).

The singular includes the plural and conversely

13. Miscellaneous

- (a) This agreement shall be governed by and construed in accordance with the laws for the time being in force in New South Wales. The parties submit to the jurisdiction of the Courts exercising jurisdiction there.
- (b) To the extent that part or all of any provision of this agreement is unenforceable or illegal at law that provision will be severed from this agreement and the remaining provisions will continue in force.

14. Force Majeure

Means an act of God, lightning, fire, earthquake, storm, flood, explosion, government restraint, prohibition, intervention or embargo and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

If a party to this Agreement is wholly or partly unable to carry out any obligation under this Agreement because of Force Majeure and the party:

- (a) gives the other party prompt notice of that Force Majeure including reasonable, full particulars of the event relied upon and so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation;

and

- (b) uses all reasonable diligence to remove or remedy that Force Majeure as quickly as possible. That obligation is suspended, to the extent that it is affected by the continuation of the Force Majeure;
- (c) if the Contract Carrier is unable to perform transport services because of Force Majeure, the Company may have the transport services performed by another person and/or body for the period until the Contract Carrier is able to resume performing transport services.

-Signature Page-

Signed for and on behalf of
Transport Workers Union.

Signed in the presence of:

Signed for and on behalf of
Contract Carriers engaged by CTS.

Signed in the presence of:

Signed for and on behalf of
Corporate Transport Solutions Pty. Ltd.
10.07.03

Signed in the presence of:

10.07.03

SCHEDULE A

A. GENERAL RATES

Unit Rate - Satchel, carton, consignment, unit:

Priority (Express), Parceline PRS and general

including up to 25 kg

Per Con Note Rates

Break		Base Rate	Sorting Scale		\$ per Con
0	800	\$1.10	\$0.04	\$0.13	\$1.27
801	825	\$1.10	\$0.04	\$0.12	\$1.26
826	850	\$1.10	\$0.04	\$0.11	\$1.25
851	875	\$1.10	\$0.04	\$0.10	\$1.24
876	900	\$1.10	\$0.04	\$0.08	\$1.22
901	925	\$1.10	\$0.04	\$0.06	\$1.20
926	950	\$1.10	\$0.04	\$0.04	\$1.18
951	975	\$1.10	\$0.04	\$0.02	\$1.16
976	9999	\$1.10	\$0.04	\$0.00	\$1.14

Per Kilogram - in cases as determined by the Company, and agreed with The Carrier

Weight Break table - including cubic kg

Kg Range		\$ per con
0	25	0.00
26	50	1.58
51	75	3.15
76	100	4.73
101	125	6.30
126	150	7.88
151	175	9.45
176	200	11.03
201	225	12.60
226	250	14.18
250	9999	26.25

Pallets - per pallet, \$15.00

Time Sensitive Freight - per drop

Dedicated vehicle \$21.50 - consignment delivery requires I.) major diversion from run, or ii.) separate run

Run vehicle \$13.00 - consignment delivered during course of run

Cubic kilogram - in cases as determined by The Company, and agreed with The Contract Carrier:

a conversion factor of 1 cubic metre = 250 kg applies

does not apply to pallets

Per hour - if and as required, and agreed between the parties on a case by case basis:

Operating \$21.50

Standing \$15.00 - includes hand unload and waiting time

B. REMOTE RUNS - by negotiation

C. BANK RATES - by negotiation

Bank Cluster run

Cluster run linehaul

Night key Entry run

Saturday Delivery

D. FASHION

Bulk vehicle rates subject to review

Van rates (less than 2t)

consignment note as per Unit rate in A sliding scale, including first bag plus

bag rate of 40 cents per additional bag

E. OTHER

Per Kilometre - if and as required, and agreed between the parties on a case by case basis:

per kilometre \$0.35

Other - if and as required, and agreed between the parties on a case by case basis

SCHEDULE B

Conduct which can constitute misconduct under this Agreement includes (but is not limited to) any conduct which is not:

courteous, responsible, reasonable

or which does not demonstrate

mutual respect, honesty, decency, non-violent demeanour

to The Company's staff, employees, contractors, clients, customers, and/or to members of the public:

Examples of misconduct include, but are not limited to:

Misrepresentation or falsification of documentation

Involvement in any deceptive act against The Company, including theft, pilfering,

Any act calculated to gain an unjust monetary advantage or to cause some form of damage

Alteration or incorrect completion of documentation, timesheets, runsheets, connotes, or pay claim sheets to the detriment or loss of The Company

Intimidation, victimisation, or aggressive action towards employees, staff, customers, contract carriers, members of the public or other persons - including but not limited to stand over tactics, physical violence, abusive/foul language, antagonism

Deliberate or malicious damage caused to freight or property, including but not limited to acts of graffiti

Throwing, kicking, abusing or wilful damage of freight or property;

NB: freight and property is to be handled and treated with care

Carrying passengers and/or animals without the written authorisation of The Company's Site Manager

The display or circulation of material of a pornographic or explicit nature in workplace environments

Offensive or lurid acts including but not limited to indecent exposure, offensive jokes, sexual harassment

Commencing work, or working under the influence of alcohol or drugs

Operation of vehicles and/or equipment in a reckless and/or dangerous manner, including but not limited to driving at excessive speed

Failure to comply with all safety requirements, signage, policies and procedures, including but not limited to wearing of safety vests/apparel

SCHEDULE C

List of Contract Carriers