

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA07/2

TITLE: Tollfast-Courier Contract Agreement 2006

I.R.C. NO: IRC7/1890

DATE APPROVED/COMMENCEMENT: 25 October 2007 / 1 August 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 November 2007

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all contract carriers employed by Toll Transport Pty Ltd trading as Tollfast, who fall within the coverage of the Transport Industry - Courier and Taxi Truck Contract Determination.

PARTIES: Toll Transport Pty Ltd t/as Tollfast -&- the Transport Workers' Union of New South Wales

TOLLFAST NSW COURIER - CONTRACT AGREEMENT 2006

1. TITLE

This Agreement shall be known as the Toll Fast - Courier Contract Agreement 2006.

2. CONTENTS

	CLAUSE
Anti-Discrimination	12
Commencement and Duration	8.
Contents	2.
Declaration	4.
Dispute Settlement Procedure	10.
No Further Claims	11.
Rates	6.
Parties	3.
Superannuation	7.
Relationship and Incidence	5.
Re-Negotiation	9.
Signatories	13.
Title	1.
Schedule 1, Rates of Remuneration	
Schedule2	

3. PARTIES

The parties to this Agreement are:

- Toll Transport Pty Ltd trading as "Tollfast", and
- Transport Workers Union of New South Wales ("TWU") and
- the contract carriers engaged by Tollfast who fall within the jurisdiction of the *Transport Industry - Courier and Taxi Truck Contract Determination* (the "**Determination**") as defined in clause 2 therein. .

4. DECLARATION

- 4.1 This Agreement has been negotiated through extensive consultation between the relevant parties. All parties are entering into this Agreement with full knowledge of the content and effect of the document.

5. RELATIONSHIP AND INCIDENCE

- 5.1 This Agreement shall be read in conjunction with the *Transport Industry – Courier and Taxi Truck Contract Determination* (“the Determination”). The parties to this Agreement further agree that all of the obligations arising pursuant to the *Transport Industry – Courier and Taxi Truck Superannuation Contract Determination* (“the Super Determination”) have been incorporated into or varied by the terms of this Agreement.
- 5.2 In addition to the above, the Parties to this Agreement agree that the terms of the Toll Heads of Agreement 2005 – 2007 (“the Heads”) shall apply for the term of this Agreement providing however for the following exclusions:
- (a) Clause 3 – Parties Bound
 - (b) Clause 4 – Duration
 - (c) Clause 5 – Relationship with Previous Agreements
 - (d) Clause 7 – Application of this Agreement
 - (e) Clause 8 – Site Specific Enterprise Agreements and Local Matters
 - (f) Clause 9 – Wage Increase
 - (g) Clause 10– Toll Commitment in relation to Sub Clauses 10©, (d), (e)(g) and (i)
 - (h) Clause 11 – Casual Employees Conversion to Permanent
 - (i) Clause 13 – Income and Entitlement Protection
 - (j) Clause 14 – Settlement of Disputes
 - (k) Clause 15 – Superannuation
 - (l) Clause 16 – Transport Industry Education
 - (m) Clause 18 – Meal Allowances
 - (n) Clause 20 – Union Picnic Day
 - (o) Clause 21.1 and 21.2
 - (p) Clause 24 – Fleet Operators
 - (q) Clause 26 – Incentive and Other Piece Rates Including Kilometre Rates
 - (r) Clause 27 – Dangerous Goods Allowance
 - (s) Clause 29 - Protection of Entitlements
- 5.3 Except as otherwise provided for in this Agreement, this Agreement shall only apply to work which falls within the jurisdiction of the Determination as set out in clause 2, Class of Contract of carriage, Locality, Area, Incidence and Duration.
- 5.4 This Agreement shall prevail to the extent of any inconsistency between it and the Determinations and the Heads. Where this Agreement is silent on any matter, the prevailing provisions in the Determination shall apply.

6. RATES

- 6.1 The parties to this Agreement acknowledge the need for flexible remuneration structures and the importance of maintaining a principal contractor/contract carrier relationship.
- 6.2 The parties have agreed that all Contract Carriers engaged pursuant to the terms of this Agreement shall receive a minimum payment per hour for every hour that the contract carrier is engaged by the principal contractor. Time shall be on any working day from:
- (a) the time after the first job has been allocated and the contract carrier commences the travel in order to pick up or deliver their first job of the day until;
 - (b) the time of delivery of the final completed contract of carriage on the same day.
- Proper records of the abovementioned times shall be recorded for all carriers regardless of the time that the work is being performed (i.e. proper records must also be maintained for work performed outside the normal business hours)
- 6.3 The minimum hourly payment as described above in clause 6.2, shall, for the life of this Agreement, be no less than the minimum hourly safety net amount set out in Schedule I or II of the Determination plus an amount of \$0.73 per hour for bicycles and motor cycles or \$0.76 per hour for a motor car / van / utility, truck or other rigid vehicle up to 3000 kg carrying capacity or \$0.78 per hour for a vehicle with a carrying capacity up to 4500 kg.

- 6.4 For the avoidance of doubt, the parties to this Agreement have expressly agreed that the safety net rate expressed above at sub-clause 6.2 is inclusive of any amounts of superannuation entitlements resulting from the operation of the Super Determination. Consequently, the Principal Contractor shall not be required to make any payments to Contract Carriers, covered by this Agreement, which would otherwise be payable pursuant to the Super Determination.
- 6.5 It is further agreed that a principal contractor shall be entitled to pay a Contract Carrier pursuant to an incentive system which shall be committed to writing and not altered without seven (7) days notice, provided however that a Contract Carrier who is paid pursuant to an incentive scheme shall earn, by way of total remuneration, excluding the payment of the fuel levy, no less than the minimum hourly rate as expressed above. Schedule one (1) of this Agreement sets out the current rates payable at the commencement of this agreement and shall only be varied by agreement between the parties and in accordance with this clause.
- 6.6 The rates contained in Schedule 1 of this Agreement shall NOT apply to the following:
- (i) Bicycle Couriers;
 - (ii) Contract Carriers engaged in Taxi Truck work as defined in the Determination; and,
 - (iii) Contract Carriers engaged on hourly or exclusive hire work,
- Contract Carriers performing work as described in this clause shall receive the safety net rate as set out in clause 6.2 above.
- 6.7 Where the rates contained in Schedule one (1) stipulate a "per kilometre rate", the total distance travelled, for the purposes of calculating remuneration payable, shall be calculated using the "Agreed Transit Grid".
- 6.8 A contract carrier's safety net entitlement shall be calculated in accordance with clause 12.2 of the Determination.
- 6.9 The rates contained in Schedule one (1) shall only, other than as provided for in clause 6.3 above, be reviewed, for the purposes of determining whether the rates should be increased or decreased:
- (i) every twelve (12) months from the date this Agreement is approved by the Commission; or
 - (ii) where Tollfast has a written contract with a customer which contract stipulates the times that Tollfast may adjust the rates it charges its customers, then only in accordance with those dates for any applicable rates payable to a Contract Carrier for the performance of work for that customer.
- 6.10 The times for when a contract carrier is entitled to be paid any 'out of hours' surcharge shall be the same for all clients of Tollfast.

7. SUPERANNUATION

- 7.1 The contract carriers bound by this Agreement have requested and agreed, that the principal contractor deduct an amount, not less than the amount which would be payable in accordance with the Super Determination, from the contract carrier's total weekly earnings and remit such amount, on behalf of the contract carrier, to the TWU Superannuation Fund or a complying fund as nominated by the contract carrier for the purposes of superannuation contributions. Nothing in this clause shall prohibit a contract carrier requesting that the principal contractor remits an amount greater than that stipulated in this sub clause for the purposes of Superannuation contributions.
- 7.2 For the avoidance of doubt, this Agreement shall operate so as to incorporate or vary all of the obligations arising under the Super Determination.

8. COMMENCEMENT AND DURATION

This Agreement shall have a nominal term commencing **1 August 2006** and shall expire on **1 August 2009**.

The Agreement shall come in to force on the date it is approved by the Commission.

9. RE-NEGOTIATION

9.1 The parties will commence negotiation on a new Agreement three (3) months prior to the expiry of this Agreement.

10. DISPUTES SETTLEMENT PROCEDURE

- (a) The parties have agreed that the following settlement of disputes procedure shall apply:
- (i) The matter should first be discussed at the workplace level between the Contract Carrier(s) and their immediate supervisor;
 - (ii) If the matter is not settled, the Contract Carrier(s) may request that the TWU delegate be involved in further discussions with the immediate supervisor;
 - (iii) If the matter is not settled discussions shall occur between the appropriate TWU official or officials and the Manager ;
 - (iv) If the matter is still not settled discussions shall occur between a senior TWU official or officials and the State Manager or the next senior manager;
 - (v) If the matter is not settled discussions shall occur between the senior TWU official or officials and the relevant General Manager ;
 - (vi) If the matter is still not settled, it shall be submitted to the NSW Industrial Relations Commission which shall conciliate and/or arbitrate the matter.
- (b) Until the matter is determined the parties shall continue, without disruption, to perform their obligations in accordance with this Agreement as is the custom and practice unless there are concerns regarding risks to health and safety of the work being performed

11. NO FURTHER CLAIMS

It is a term of this Agreement that the parties undertake that for the duration of this Agreement they will not pursue any further claims in relation to the terms and conditions of engagement of carriers bound by this Agreement.

12. ANTI-DISCRIMINATION

(a) It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

(b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

(c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

(d) Nothing in this clause is to be taken to affect:

- any conduct or act which is specifically exempted from anti-discrimination legislation;
- offering or providing junior rates of pay to persons under 21 years of age;
- any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

(e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

SIGNATORIES

Signed for and on behalf of Transport Workers Union of New South Wales in the presence of:

Signature of Witness

Name of Witness in full

Signed for and on behalf of Toll Transport Pty Limited trading as Tollfast in the presence of:

Signature of Witness

Name of Witness in full

Signature of Authorised Person

Name of Authorised Person in full

Signature of Authorised Person

Name of Authorised Person in full

SCHEDULE 1

Rates of Remuneration

1. Contract Carriers shall be paid for all work performed in accordance with the code and descriptions set out below, the rates as set out below in sub-clause (b):

(a) Work Description

code	description
*1P	## F/On 1T Priority
*1S	F/on 1 Tonne Standar
*1X	F/on 1 Tonne Express
*2X	F/On 2 Tonne Express
*4X	F/On 4 Tonne Express
*6X	F/On 6 Tonne Express
*8X	F/On 8 Tonne Express
*AH	After Hours F/on Cou
*TT	F/on Taxi Truck
*UP	## F/On U/V Priority
*US	F/on Ute or Van Stan
*UX	F/on Ute or Van Expr
1AH	## 1T AFT HRS
1B	## 1TONNE BULLET
1C	## 1TONNE CTRY
1EX	1 Tonne Express
1F	## 1T FUTILE
1O	## 1-Tonne O/Metro
1P	## 1TONNE PRIORITY
1P1	1 Tonne Priority 1
1PF	## 1T PRI F ON
1S	## 1TONNE STD
1SF	## 1T STD F ON
1T	## 1 Ton Km
1TP	## 1-Tonne Priority
1TS	1 Tonne Standard
1TV	## 1 Ton VIP
1VE	1 Ton Express
1VP	1 Ton Priority
1VS	1 Ton Standard
2EX	2 Tonne Express
2P	## 2T TRUCK PRIORITY
2TP	## 2-Tonne Priority
2TS	## 2-Tonne Standard
2TT	## 2 Ton Taxi Truck
4EX	4 Tonne Express
4P	## 4-Tonne Priority
4PN	## 4T TRUCK PRIORITY
4S	## 4-Tonne Standard
4TT	## 4 Ton Taxi Truck
6EX	6 Tonne Express
6L1	N6L1
6L2	N6L2
6L3	N6L3
6L4	N6L4
6L5	N6L5
6L6	N6L6
6L7	N6L7
6M1	N6M1
6M2	N6M2
6M3	N6M3
6M4	N6M4
6M5	N6M5

6M6	N6M6
6M7	N6M7
6P	## 6-Tonne Priority
6PN	## 6T TRUCK PRIORITY
6S	## 6-Tonne Standard
6S1	N6S1
6S2	N6S2
6S3	N6S3
6S4	N6S4
6S5	N6S5
6S6	N6S6
6S7	N6S7
6TT	## 6 Ton Taxi Truck
7L1	N7L1
7L2	N7L2
7L3	N7L3
7L4	N7L4
7L5	N7L5
7L6	N7L6
7L7	N7L7
7M1	N7M1
7M2	N7M2
7M3	N7M3
7M4	N7M4
7M5	N7M5
7M6	N7M6
7M7	N7M7
7S1	N7S1
7S2	N7S2
7S3	N7S3
7S4	N7S4
7S5	N7S5
7S6	N7S6
7S7	N7S7
8EX	8 Tonne Express
8P	## 8-Tonne Priority
8PN	## 8T TRUCK PRIORITY
8S	## 8-Tonne Standard
8TT	8 Tonne Taxi Truck K
AH1	After Hours 1 Tonne
AHC	After Hours Courier
AHF	## F/On A/Hours
AHS	After Hours Surcharg
AHT	After Hours Taxi Tru
AHU	After Hours Ute/Van
ASS	## ASSIST
AST	ASSIST
CAH	## COUR AFTHRS
CAN	Cancellation
CB	## Car Bullet
CBN	## COUR BULLET
CCN	## COUR CTRY
CCS	## Country
CF	## COUR FUTILE

CO	## O/Metro Courier
CP	## COUR PRIORITY
CPF	## COUR PRI F ON
CS	## COUR STD
CSF	## COUR STD F ON
CTY	COUNTRY
D3T	Data3 Tail Lift
DG	## Dangerous Goods
DG1	## Dangerous Goods
DGS	Dangerous Goods
DIR	## Direct Run IBM
EBJ	Express Banking Job
ECN	Courier Economy Serv
EX	## Express Courier
EXP	Express Courier
F1	## Futile 1-Tonne
F1T	Futile 1 Tonne
FAH	## F/ON AFTER HOURS
FB	Futile Bike
FBN	## Bike Non Stop F/O
FBS	## Bike Std F/ON
FBV	## Bike VIP F/ON
FC	Futile Courier
FNS	## Non Stop F/ON
FS	## Standard F/ON
FT	## Futile Truck
FTH	## Thrifty F/ON
FTT	Futile Taxi Truck
FUT	Cus
FUV	Futile Ute/Van
FV	## VIP F/ON
HC	## HI AB CRANE
HLP	Assist/Helper Docket
L	LOADING TIME
LGE	Large 501-1000kgs
LSA	Lge Sat 501-1000kgs
LSU	Lge Sun 501-1000kgs
lv1	Level 1 - P1
lv2	Level 2 - STD
lv3	level 3 - STD
lv4	level 4 - STD
lv5	Level 5 - EXP
LZ1	LGE1
LZ2	LGE2
LZ3	LGE3
LZ4	LGE4
LZ5	LGE5
LZ6	LGE6
LZ7	LGE7
MED	Medium 26-500kgs
MN	## MEDICAL COURIERS
MSA	Med Sat 26-500kgs
MSU	Med Sun 26-500kgs
MZ1	MED1

MZ2	MED2
MZ3	MED3
MZ4	MED4
MZ5	MED5
MZ6	MED6
MZ7	MED7
N6L	Next Day Lge
N6M	Next Day Sat Med
N6S	Next Day Sat Sml
N7L	Next Day Sun Lge
N7M	Next Day Sun Med
N7S	Next Day Sun Sml
NDM	Next Day Med
NDS	Next Day Sml
NL1	NDL1
NL2	NDL2
NL3	NDL3
NL4	NDL4
NL5	NDL5
NL6	NDL6
NL7	NDL7
NM1	NDM1
NM2	NDM2
NM3	NDM3
NM4	NDM4
NM5	NDM5
NM6	NDM6
NM7	NDM7
NS	## Non Stop
NS1	NDS1
NS2	NDS2
NS3	NDS3
NS4	NDS4
NS5	NDS5
NS6	NDS6
NS7	NDS7
NSL	Next Day Sat lge
OM1	Outer Metro 1 Tonne
OM2	Outer Metro 2 Tonne
OM4	Outer Metro 4 Tonne
OM6	Outer Metro 6 Tonne
OM8	Outer Metro 8 Tonne
OMC	Outer Metro Courier
OMR	Outer Metro Return C
OMT	Outer Metro Taxi Tru
OMU	Outer Metro Ute/Van
P	## Priority Courier
P1	Priority 1 Courier
PCF	## PC FUTILE
PE	Bike Express.
PP	Bike Priority
PS	Bike Standard.
PTY	## Priority 1
S1	Car Priority

S2	Car Express
S3	Car Standard
SA	## S/VAN AFT HRS
SB	## S/VAN BULLET
SCN	## S/VAN CTRY
SDP	SAME DAY P1
SE	UTe/Van Express
SF	## S/VAN FUTILE
SL1	LSA1
SL2	LSA2
SL3	LSA3
SL4	LSA4
SL5	LSA5
SL6	LSA6
SL7	LSA7
SM1	MSA1
SM2	MSA2
SM3	MSA3
SM4	MSA4
SM5	MSA5
SM6	MSA6
SM7	MSA7
SML	Small < 25kgs
SP	Ute/Van Priority
SPF	## S/VAN PRI F ON
SPN	## S/VAN PRIORITY
SS	Ute/Van Standard.
SS1	SSA1
SS2	SSA2
SS3	SSA3
SS4	SSA4
SS5	SSA5
SS6	SSA6
SS7	SSA7
SSA	Small Sat < 25kgs
SSF	## S/VAN STD F ON
SSU	Small Sun < 25kgs
STD	Standard Courier
SVE	Express Van 26-100kg
SVP	P1 Van 26-100kg
SVS	Std Van 26-100kgs
SZ1	SML1
SZ2	SML2
SZ3	SML3
SZ4	SML4
SZ5	SML5
SZ6	SML6
SZ7	SML7
TAH	## T TRUCK AFT HRS
TB	## 1-Tonne Bullet
TCN	## TRUCK CTRY
THY	Thrifty
TPS	TIMESPECIFIC
TTC	TAXI TRUCK COUNTRY

TTF	## TRUCK FUTILE
TTW	## TRUCK W/TIME
TWT	## W/Time T/Truck
UEX	Ute or Van Express
UL1	LSU1
UL2	LSU2
UL3	LSU3
UL4	LSU4
UL5	LSU5
UL6	LSU6
UL7	LSU7
ULT	UNLOADING TIME
UM1	MSU1
UM2	MSU2
UM3	MSU3
UM4	MSU4
UM5	MSU5
UM6	MSU6
UM7	MSU7
UP1	Ute/Van Priority 1
US1	SSU1
US2	SSU2
US3	SSU3
US4	SSU4
US5	SSU5
US6	SSU6
US7	SSU7
UVB	## Ute/Van Bullet
UVN	## Ute or Van NON-ST
UVO	## Ute/Van O/Metro
UVP	## Ute/Van Priority
UVS	Ute or Van Standard
UVV	## Ute or Van VIP
VIP	## VIP
VP1	VAN PRIORITY 1
W	Waiting Time
WN	## WAIT TIME
WNS	## Extra Weight-N
WS	Weight Surcharge
WSN	## WEIGHT CHARGE
WST	## Weight Surcharge
WT	Waiting Time
WTT	Waiting Time Taxi Tru
WUV	Wait TimeUte/Van/1T
WV	## Extra Weight-V

(b) A Contract Carrier that performs the work described above shall receive a payment in relation to each job performed on the following basis:

(i) 59% of the price charged to the customer, plus

(ii) the fuel levy surcharge as set out in Schedule VI of the Determination;

NOTE: the payment set out in sub-clause (b)(i) above is inclusive of GST. Where the payment referred to in (b) is less than the rate of remuneration which be due to be paid if the work was to be performed on 1st July 2006 (the July Rates), then the July Rates shall be paid to the carrier unless an alternative incentive rates have been agreed between the parties to this agreement.

NOTE: Where the parties are unable to agree on a new incentive rates the matter will be dealt with in accordance with the Dispute Resolution Procedures as set out in clause 10 of this Agreement.