

REGISTER OF
CONTRACT AGREEMENTS



CONTRACT AGREEMENT NO: CA97/9

TITLE: Brambles Australia Limited T/As Chep Australia & Transport Workers Union of Australia (NSW Branch) Contract Agreement

I.R.C. NO: 97/5425

DATE APPROVED/COMMENCEMENT: 14 October 1997 and commenced from 10 September 1997

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all Contract Carriers engaged by the company and working out of Chep Depots to clients in the Sydney Metropolitan area

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

AGREEMENT NO.:

AGREEMENT BETWEEN
BRAMBLES AUSTRALIA LIMITED

(ACN 000 164 938)

TRADING AS

CHEP AUSTRALIA

(HEREINAFTER CALLED THE COMPANY)

AND

TRANSPORT WORKERS UNION OF AUSTRALIA (NSW BRANCH)



The operative date of this agreement is the date of signing by all parties to the agreement.

1. DEFINITIONS

Contractor

Means the Contractor described in Item 1 of Schedule A or, where the context requires, means another person who has entered into an agreement similar to this Agreement with the Company.

Approved Vehicle

The Company will assess vehicle requirements in accordance with the operating requirements of the business. The approved vehicle will be specified in item 2 of Schedule A to the contract.

Permanent Contractor

Means a Contractor that owns or leases a vehicle for the transporting of pallets to and from the Depot.

Service Fee

Means the fee payable to the Contractor for providing services under this Agreement, as set out in Schedule B.



Services

Means the use of an Approved Vehicle for the collection of pallets from customers of the Company, delivery to the Depot, return of pallets to customers, and other related services specified by the Company from time to time.

2. PROVISIONS OF SERVICES

- 2.1 The Contractor shall provide the Services to the Company and the Company shall pay the Service Fee to the Contractor. The Service Fee shall be paid with the frequency agreed between the Company and the Contractor.
- 2.2 The Contractor shall provide the Services with proper care, diligence and dispatch and by the exercise of reasonable care and skill.
- 2.3 The Contractor shall observe the normal procedures of the Company with regard to the Services at all times. These procedures include the following:
- (i) The Contractor shall not leave the Depot with freight notes without the corresponding freight or vice versa.
 - (ii) The Contractor shall, where possible, report all shortage and damage to product to the dispatch supervisor to the Company either:
 - (a) in the case of deliveries, before leaving the Depot;
 - (b) in the case of pick ups, on arrival at the Depot,

And have a notation to this affected signed by the Despatch Supervisor of the Company.

- (iii) The Contractor is responsible for equipment and gear, for the safe loading of the Approved Vehicle, for provision, maintenance in good working order and use of approved straps for securing of loads, for securing the appropriate weather protection for the load, shall load and unload the Approved Vehicle, and shall pick up/deliver at the customers' premises as directed.
- (iv) The Contractor or approved alternative driver may take a daily meal break, as defined in the Transport Industry (State) Award. If directed by the Company in writing to work through a meal break, the Contractor will be paid the equivalent hourly rate in lieu of the Service Fee.
- (v) The Contractor shall ensure all consignment notes and driver's worksheets and other documents reasonably required pursuant to this Agreement by the Company are correctly completed and given to the Company when required. Guides to accurate and correct completion of driver's daily worksheets have been separately distributed.
- (vi) When delivering product, the Contractor shall wherever practical obtain a signature from the consignee on the receipt copy of the consignment note. When picking up product, the Contractor shall ensure that consignment notes are correctly filled in and signed by the consignor where required and that delivery dockets are given to each customer.
- (vii) The Contractor shall make every endeavour to obtain the customer's signature on the relevant documentation when product is picked up and/or delivered, and note any damages or shortages as required by this Agreement.
- (viii) At the completion of each day's work, the Contractor shall hand in all consignment notes and worksheets. If the Contractor fails to do so, payment shall not be made in that week for work detailed on such worksheets unless:
- (a) prior arrangement is made within the Company; or
 - (b) the Contractor was precluded from doing so by illness.



- 2.4 The Contractor undertakes to exercise all proper care and diligence in the carriage and safe keeping of CHEP product.
- 2.5 Services shall be provided within hours agreed between the Company and the Contractor or and as determined by the requirements of the Company's business from time to time.
- 2.6 (i) By agreement four vehicles per evening will be left overnight in agreed areas at Rosehill Depot so that they can be loaded overnight.
- (ii) By agreement one vehicle per evening will be left overnight in agreed areas at Milperra Depot so that they can be loaded overnight.
- (iii) The agreed start place for work involving these vehicles is the designated depot.
- 2.7 Standard start and finish locations for each Contractor will be determined by CHEP and these locations may be varied from time to time due to operational requirements by giving seven (7) days notice to the Contractor concerned.



For the purposes of determining payment for services provided the following arrangements will apply:

- (a) If a Contractor starts and finished on any given day at the standard start and finish location, payment will be made from the time the Contractor arrives at the standard start location until the time the Contractor leaves the standard finish location.
- (b) If on any given day the Contractor is required to start at a location other than the standard start location then reasonable travel time will be paid in addition to (a) above, which is determined as the difference in time taken to travel from the Contractors home to standard start location against the time taken to travel from Contractors home to the required start location provided that the later is greater.

- (c) If, on any given day, the Contractor is required to finish at a location other than the standard finish location then reasonable travel time will be paid in addition to (a) above which is determined as the difference in time taken to travel from standard finish location to the Contractors home against the time taken to travel from the required finish location to Contractors home provided that the later is greater.

3. CONTINUITY OF HIRE

- 3.1 Each Contractor will be allocated as much work as possible within the limitations of the Company's business which may vary from time to time.
- 3.2 Contractor may be stood down from time to time depending on the daily work requirements from the Company.



4. APPROVED VEHICLES

- 4.1 The Contractor shall at all times maintain the Approved Vehicle in a clean and roadworthy condition, including satisfactory paintwork (other than signwriting by the Company). If the Company determines that a vehicle is not in a clean and roadworthy condition, then the vehicle may not be used in the provision of Services until it is brought up the necessary standard.
- 4.2 Approved Vehicles will be signwritten at the Company's expense in a manner determined by the Company. After a period of three years the Company may again signwrite vehicles if considered necessary. Any alterations to colours or signwriting will be paid for by the Company. If the vehicle is removed by the Company the company will bear the cost of removal of signs and make good the affected area of the vehicle.

5. UNIFORMS

- 5.1 Contractors must wear uniforms. The Company shall supply to each Contractor initially three shirts and three trousers or shorts, and one heavy duty jacket. Replacement will be on a fair wear and tear basis.
- 5.2 It is the duty of the Contractor to ensure that any approved alternative driver is neatly attired and dressed to the satisfaction of the Company.



6. INSURANCE

The Contractor shall arrange insurance as follows:

- (a) A comprehensive insurance policy for the Approved Vehicle which includes a third party liability to a maximum of \$5,000,000.
- (b) A cover for public liability for an amount of not less than \$2,000,000.
- (c) Personal sickness and accident insurance.

7. DRIVERS

- 7.1 The Contractor shall not engage or use the services of a driver for the Approved Vehicle other than the Contractor unless the Contractor has consulted with the Company in relation to the suitability of the driver and obtained the approval of the Company. The Contractor must ensure that the driver complies with the terms and conditions of this agreement and in particular does not commit any act of Misconduct.
- 7.2 The Contractor shall only engage an approved alternative driver if:
- (a) the Contractor is unable to perform such services for a period of more than one (1) calendar week; or

- (b) the Contractor is unable to work due to disability.

Each case is to be judged on individual merit.

- 7.3 If an approved alternative driver is engaged, the Contractor shall take out and maintain at all times a worker's compensation insurance policy to cover the driver. The approved alternative driver must be paid in accordance with the Transport Industry (State) Award, and the Company reserves the right to inspect wage records.

8. SALE OF APPROVED VEHICLE

- 8.1 If the Contractor wishes to terminate this Agreement it may sell the Approved Vehicle to a proposed new Contractor. If the proposed new Contractor is acceptable to the Company, then the Company, at its absolute discretion may offer to enter into an agreement similar to this Agreement with that person.
- 8.2 It is understood that in exercising its discretion in 9.1 above that the Company may take all reasonable steps to determine the appropriateness of potential new contractors by undertaking procedures such as reference and experience checks, medical checks, other appropriate checks.
- 8.3 The Company does not recognise goodwill in the business of the Contractor, and must be satisfied that no goodwill component has been exchanged in the sale of an Approved Vehicle.

9. TERM & TERMINATION

- 9.1 Subject to the following clauses, the term of this Agreement is three years. Thereafter this Agreement may be renewed by consent by both parties.



9.2 The Contractor may terminate this Agreement by giving not less than one month's notice in writing during which period the Company may arrange for a replacement Contractor to travel with the Contractor for familiarisation purposes for one to two weeks. At the expiration of one month the Contractor shall be paid all Service Fees due to the Contractor provided that:

- (a) supplied uniform have been returned clean;
- (b) moneys collected on behalf of the Company have been accounted for, and
- (c) signwriting done by the Company has been painted out and affected areas made good at the expense of the Company.



9.3 The Company may terminate this Agreement as follows:

- (a) where the Company determines that it has no further use for the Services or where the Company intends to cease trading - by giving one month's notice to the Contractor.
- (b) where the Contractor commits an act which would warrant instant dismissal under a contract of employment on the basis of serious and wilful misconduct - immediately without notice by giving advice to the Contractor;
- (c) where the service is unable to be provided for a period of 3 months due to an illness or disability - immediately by giving notice to the Contractor;
- (d) in circumstances other than serious or wilful misconduct an appropriate system of warnings shall be utilised. The number and content of the warnings will be determined in accordance with the situation to ensure that procedural fairness applies;

10. DEDUCTIONS

The Company shall not make any deductions from the Service Fee except:

- (a) those deductions which the Contractor has authorised in writing;
- (b) Court Orders and garnishees; and
- (c) amounts owing to the Company for goods and services supplied to the Contractor.



11. VARIATIONS TO AGREEMENT

11.1 The parties agree there will be no variations to this Agreement other than those prescribed for rates or for route re-scheduling unless:

- (a) two month's notice of any variation is given; and
- (b) agreement is reached between the parties to that change.

11.2 Hourly rates are to be revised annually at the first and second anniversary of the agreement. Beginning the first payment cycle after the first annual anniversary date hourly rates will be adjusted as detailed in Schedule B. Beginning the first pay period after the second annual anniversary of the agreement hourly rates will be adjusted as detailed in Schedule B.

12. Where this Agreement is to be preferred in New South Wales and the Company is a "Principal Contractor" or the Contractor is a "Contract Carrier" in either case within the meaning of the Transport Industry - General Carriers Contract Determination, NSW (Determination") the provisions of the Determination shall apply in lieu of this Agreement to the extent of any inconsistency between the Determination and this Agreement.

*Replacement
for P-10*

13. PAYMENT

Payment for service provided will occur in fortnightly cycles within five working days of the end of the payment period.

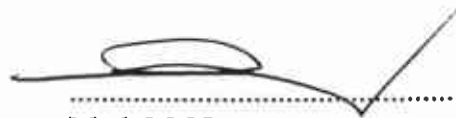
14. DISPUTES PROCEDURE

In the event of a question, dispute or difficulty arising:




- (i) The delegate shall discuss the relevant issues with the transport manager.
- (ii) If the issue remains unresolved, further discussions will involve the delegate, transport manager and the Metropolitan Production Manager.
- (iii) If the issue remains unresolved, the union organiser will be involved in further discussions. A representative from the Employment Services Department may also become involved at this stage.
- (iv) If discussions are not successful, either party may refer the matter to the Industrial Relations Commission of NSW.
- (v) The parties agree that at all times, whilst these steps are being followed, work shall continue normally.

Signed for and on behalf of
CHEP Australia



..... Date: 10/9/97
Mark McNamara
Operations Manager New South Wales



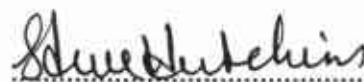
Signed for and on behalf of


..... Date: 10/9/97
Paul Ridgley
Metropolitan Production Manager

Signed for and on behalf of
Transport Workers Union
of New South Wales


..... Date: 10/9/97
Robert Tasker
Official, Transport Workers Union
NSW Branch

Signed for and on behalf of
Transport Workers Union
of New South Wales


..... Date: 10/9/97
Steve Hutchins
State Secretary
Transport Workers Union
NSW Branch

SCHEDULE A

Item 1 Company Name	Contractor Name	Item 2 Approved Vehicle Type	Item 3 Registration Number
SATORS PTY LTD	Tony Sartor	Prime Mover: 2 Axle Trailer : 3Axle	CHEP
BARFELL PTY LTD	Neville McLean	Prime Mover: 2 Axle Trailer : 2Axle	CHEP 1
COMSERV 3099 PTY LTD	Merv Degabriel	Rigid: 2 Axle	CHEP 2
COMSERV 3068 PTY LTD	Dennis Nielson	Rigid: 2 Axle	CHEP 6
COMSERV 3100 PTY LTD	Lenoard Tyler	Prime Mover: 2 Axle Trailer : 2Axle	CHEP 7
COMSERV 3096 PTY LTD	Tony Larkin	Prime Mover: 2 Axle Trailer : 2Axle	CHEP 8
ACE PTY LTD	Ronald Atkinson	Prime Mover: 1 Axle Trailer : 2Axle	CHEP9
CARLES PTY LTD	David Cearlie	Prime Mover: 2 Axle Trailer : 2Axle	QGH 978
BAXTRANS PTY LTD	Joe Baxter	Prime Mover: 2 Axle Trailer : 2Axle	SAQ 480
R.P.AMUNDSON PTY LTD	Russel Amundson	Prime Mover: 2 Axle Trailer : 2Axle	RA 317



SCHEDULE B

In consideration of the Contractor performing the obligations provided under this agreement, the Company agrees to pay the Contractor the rates set out below:

Vehicle	Rate Per Hour - all hours	First Anniversary	Second Anniversary
2 axle Prime Mover + 3 axle trailer	\$53.00	\$54.50	\$56.00
2 axle Prime Mover + 2 axle trailer	\$52.00	\$53.50	\$55.00
1 axle Prime Mover + 2 axle trailer	\$50.00	\$51.50	\$53.00
Rigid 2 axle	\$41.65	\$42.90	\$44.20

The following pallet rates will apply in lieu of the hourly rate for full loads between the following sites:

Trips	Load Size	Cost Per Pallet
P&O to Rosehill/Wetherill Park	N/A	0.29¢ Return

