

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA03/3

TITLE: McPhee Transport Taxi Truck/Time Hire Contract Agreement 2002

I.R.C. NO: IRC3/1565

DATE APPROVED/COMMENCEMENT: 26 March 2003

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Taxi Truck Operators who are engaged by McPhee Transport Pty Limited throughout New South Wales and perform work as allocated by the Company on a time hire basis and who fall within the coverage of the Transport Industry - General Carriers Contract Determination and the McPhee Transport - TWU NSW Heads of Agreement 1999

PARTIES: McPhee Transport Pty Limited -&- the Transport Workers' Union of New South Wales



Ex. 1

SCHEDULE A.

Amended

FILED

19 MAR 2003

OFFICE OF THE INDUSTRIAL
REGISTRAR

McPhee Transport Taxi Truck/Time Hire Contract
Agreement 2002

Registered
Contract Agreement
Industrial Registrar

1. Title

This agreement shall be known as the "**McPhee Transport Taxi Truck/Time Hire Contract Agreement 2002.**"

2. Parties

The parties to this agreement are:

- (i) McPhee Transport Pty Limited trading as "McPhee Transport"
- (ii) The Transport Workers' Union of Australia, New South Wales Branch
- (iii) Taxi Truck Operators engaged by McPhee Transport Pty Limited

3. Definitions

- (i) In this agreement, unless the context otherwise requires:

"**Act**" means the Industrial Relations Act 1996

"**CPI**" means the Consumer Price Index

"**Determination**" means the Transport Industry – General Carriers Contract Determination, as varied from time to time

"**Commission**" means the Industrial Relations Commission of New South Wales

"**Company**" means McPhee Transport Pty Limited

"**Heads of Agreement**" means the Agreement signed and filed in the Industrial Relations Commission of New South Wales between the parties on 22 December 1999

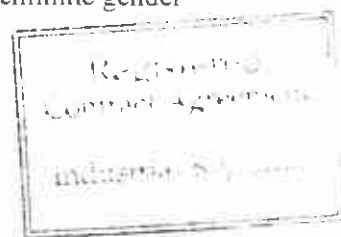
"**Taxi Truck Operator**" means any Taxi Truck/Time Hire Operator performing a "contract of carriage", as defined by section 309 of the Industrial Relations Act 1996 , on an hourly time hire basis

"**TWU**" means the Transport Workers' Union of Australia, New South Wales Branch

"**Work**" means the transportation of goods by a Taxi Truck Operator under a contract of carriage with the Company

- (ii) In this Agreement:

- Words importing the singular shall include the plural
- Words importing the masculine gender shall include the feminine gender



4. Background

- (i) The Taxi Truck Operator provides services to the Company relating to the business operated by the Company.
- (ii) The conditions of engagement for the Taxi Truck Operator are set out in the Determination with local Company arrangements also applying.
- (iii) Clause 6 of the Heads of Agreement states:

"It is agreed by the Company and TWU that McPhee Contract Carrier arrangements and separately the Taxi Truck arrangements now need to be included in a Contract Determination or other appropriate instrument which is registered with the NSW Commission. The Company and TWU will work towards finalising a draft of relevant documents as early as possible. These documents would formalise current practice of payment of superannuation, truck allowance and other matters relevant to Contract carriers and separately the current arrangements applicable to Taxi Trucks."

- (iv) This Agreement is made in accordance with the requirements of Clause 6 of the Heads of Agreement and documents the current arrangements applicable to Taxi Trucks/Time Hire Operators.
- (v) The making of this Agreement does not prejudice the rights of the parties to negotiate alternative arrangements at any time in the future.

5. Application

- (i) This Agreement shall apply to all Taxi Truck Operators who are, or may be, engaged by the Company throughout New South Wales and perform work as allocated by the Company on a time hire basis.
- (ii) This Agreement shall replace and supercede (with the exception of the Heads of Agreement) all previous agreements between the parties.
- (iii) Where the terms of this Agreement and the terms of the Determination or Heads of Agreement conflict, the terms of this Agreement shall prevail.
- (iv) In relation to any matter of which this agreement does not make provision, the terms of the Heads of Agreement and then the Determination shall apply.
- (v) This Agreement shall not be interpreted so as to reduce the productivity, efficiency or flexibility of working arrangements or conditions prescribed within the Determination or Heads of Agreement.
- (vi) The parties recognise the rights and responsibilities of the Company to arrange Work within the Determination as modified by this Agreement in the best interests of the business and customer service.
- (vii) Agreement of the parties has been reached through consultation and consensus and decided upon by a ballot of the Taxi Truck Operators present, without duress by any party.

Registered
Contract Agreement
Industrial Registrar



6. Objectives

The objectives of this agreement are to:

- (i) Maintain a culture of trust, consultation and co-operation with the view to achieving a significant improvement in the competitive performance of the Company, its work environment and conditions of the Taxi Truck Operator.
- (ii) Encourage the necessary mechanisms for change through a participative and consultative process.
- (iii) Achieve continuing service improvement, which is crucial to achieving long-term sustainable growth while at the same time increasing the security of all Taxi Truck Operators.
- (iv) Commit all parties to co-operate and participate fully in a program of continual review and reform.
- (v) Positively support the making of a registered agreement that applies to Taxi Truck Operators who provide services to the Company on a time hire basis.

7. Incorporated Entity

- (i) A Taxi Truck Operator not already engaged in Work for the Company at the date of making of this Agreement (unless previously required at time of engagement) shall be incorporated entities as a condition of engagement and shall show proof of same.
- (ii) In addition to effecting and maintaining such insurances as required under the Determination, Incorporated Taxi Truck Operator Entities must also effect and maintain the following:
 - (a) Workers' Compensation Insurance that insures liability for any injury, damage, expense, loss or liability suffered or incurred by any person engaged or used by the Incorporated Entity in the performance of the Work;
 - (b) Marine Transit all risks insurance in the amount of \$50,000; and
- (iii) The Incorporated Taxi Truck Operator will not cause the terms of any policy of insurance (including, but not limited to, Workers' Compensation, Marine Transit, Public Liability, Compulsory Third Party) to become void or unenforceable. If any policy of insurance required under this clause becomes void or unenforceable, the Company shall not be obliged to provide Work to the Taxi Truck Operator.
- (iv) The Incorporated Taxi Truck Operator must forward to the Company copies of certificates of currency on a half yearly basis and must notify the Company of any change to or cancellation of any policy.
- (v) If the Incorporated Taxi Truck Operator does not effect insurance or does not provide satisfactory evidence to the Company as required, the Company may, but is not obliged to, effect the insurances and recover the costs of doing so as a debt from the Incorporated Taxi Truck Operator.
- (vi) Subject to any rights an Incorporated Taxi Truck Operator may have under legislation the Company agrees to make contributions to the TWU Superannuation Fund based on the

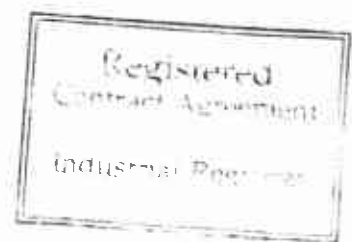
Transport Worker Grade 3 wage component defined by the Transport Industry (State) Award, where this component is defined in the Fee for Service.

8. Improvement to Work Practices and Operational Efficiency

- (i) The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment with appropriate consultative mechanisms involving the Company, the TWU and Taxi Truck Operators.
- (ii) It is recognised and agreed by all parties that to remain competitive there will be an on-going need for the Company to introduce and implement new and enhanced technology and continuously improve system, procedures and work practices. Where the Company introduces technology specifically for use in company work, the Company will meet those costs on the basis that the technology is used solely for the Work associated with the Company. Such technology will remain the property of the Company.
- (iii) It has been agreed to progressively identify practices that will improve business performance and to adopt these practices after appropriate consultation. It is agreed that practices will be identified to enable (rather than to limit) opportunities for improved flexibility, efficiency, productivity and quality of working life for the Taxi Truck Operator.
- (iv) Where it is appropriate to set the duration of any consultative period this will be determined, in consultation with the TWU and the Taxi Truck Operator, by the Company. The Company will advise the TWU and the Taxi Truck Operator of a reasonable consultation period, usually at the commencement of consultation.

9. Measures to Achieve Gains in Productivity and Efficiency

- (i) The parties recognise and are committed to the need to improve productivity throughout the Company. The parties agree to a consultative and co-operative approach which will enhance success in this respect. Consistent with this understanding the parties agree that performance monitoring of productivity, to ensure that the average of the Taxi Truck fleet is maintained at a satisfactory rate, is appropriate.
- (ii) It is agreed that for geographical reasons not all vehicles can maintain the same productivity contact rate, however the current mean average contact rate for the Pick Up and Delivery fleet is 52 – 55 contacts per day and the Bulk fleet is 14 – 16 contacts per day.
- (iii) The parties recognise that any process of change will require a commitment by all parties to this Agreement, particularly with regard to :
 - Consultation and co-operation;
 - Implementation of new methods of work and technology;
 - Skills acquisition;
 - Job design;
 - Responding and adapting to new markets, and
 - Training.



(iv) Particular measures include :

(a) Management Handling Freight

In the event of full utilisation of TWU members (or during abnormal circumstances or periods of high absenteeism) and in consultation with the TWU, the parties agree that management/supervisory staff may assist with deliveries, handle/check/correct freight and operate forklifts.

(b) Sick Leave

Notification of an inability to attend for Work on any given day due to illness or for any other reason is to be provided to the Taxi Truck Operator's Supervisor or Manager, prior to commencement of normal starting time.

(c) Future Improvement

The Company will continue to invest in new and enhanced technology and training to improve performance of the business. The Parties agree to consult and support these efforts.

(d) Security of Freight

All vehicles must be kept in a secure state at all times by the Taxi Truck Operator by means of a locking device that meets the minimum standard as applied to Company vehicles.

At no time once a vehicle has left the Depot must it be left unattended by the Taxi Truck Operator in an unlocked state. When the vehicle is left unattended keys must not be left in the ignition and for those vehicles fitted with a security alarm system the alarm must be activated/turned on unless loading or unloading of freight is in progress.

These measures are put in place to protect the customer's freight and non-compliance to these directions may lead to termination of engagement, if after investigation it was found that by negligence of the Taxi Truck Operator the freight was stolen, damaged or put at risk.

(e) Consignment Note Quality

All parties commit to support the manifesting of deliveries, required to improve customer service operations and provide security/quality control over the return of signed proofs of delivery. Paperwork and freight, where possible, is to be accurately checked according to Company procedures to highlight any discrepancies.

Manifesting and recording of deliveries and pick-ups as per the manifest by either manual or electronic means must be completed in the correct manner to improve the Company's customer service operation and as a security control over the signed proof of deliveries being returned.

The information captured from these documents form the basis of the productivity recording system and it is vital that it is correct.

All work sheets and paper work are to be completed daily in accordance with Operation's Standards.

(f) Payment by EFT

All Taxi Truck Operators' Fees for Service will be paid weekly, directly by electronic funds transfer (EFT) to a nominated bank account.

(g) Flexibility

The parties agree that the attitude of the Taxi Truck Operator to flexible work practices is very important to the strong overall performance of the Company and beneficial to the customers. All parties agree to co-operate in delivering flexible work practices.

(h) Cubing and Check Weighing

The financial success of the Company depends on being paid correctly for the services provided to customers. All parties are committed to the correct cubing and check weighing of freight and the improvement of performance on a daily basis. Although the objective is to cube and check weigh all freight, a minimum of three check-weigh and three check-cube daily is to be undertaken by each Taxi Truck Operator.

(i) Destination Labeling of Freight

To speed up the flow of freight through the Depots and to reduce the incidence of misdirected freight, the Taxi Truck Operator commits to ensure that as much freight as possible is correctly labeled with the appropriate destination identifier.

(j) Freight Management Scanning (FMS)

To enable the tracking of freight throughout the pickup and delivery process the Company has invested in a FMS system. The Taxi Truck Operator commits to utilise this system by ensuring freight con-notes are scanned correctly on-board at the Dock and the data downloaded prior to leaving the Depot. Freight con-notes are also to be scanned for pickup and deliveries and data downloaded on return to Depot.

(k) Vehicles

To maintain the Company image, vehicles must be kept at all times in good order and appearance and fitted out in accordance with Company requirements. It is the Taxi Truck Operator's responsibility to keep the vehicle fully maintained and clean inside and out at all times.

Where the vehicle is roadworthy, well maintained, reliable and complies with Company's image requirement for a modern fleet, approval will not be unreasonably withheld to extend the replacement age year by year.

The Taxi Truck Operator must obtain the written consent of the Company before replacing the vehicle or purchasing new equipment. Prior to that consent the Company must be provided with sufficient written detail to satisfy itself that any replacement vehicle or new equipment is suitable and meets the on-going needs of the Company.

At all times, the Taxi Truck Operator will supply and carry as a minimum a 2-wheel trolley with a rating capacity suitable to the task.

REGISTERED
Contract Agreement

In circumstances where the Company may wish to increase the taxi truck fleet with a vehicle of different specification, expressions of interest will be sought prior to external advertisement from current Taxi Truck Operators. Where two or more expressions of interest meet the Company's selection criteria and are equal in all respects, selection will include the criteria of seniority.

Termination of services, for reasons other than misconduct, shall be on the basis of "last on – first off" for Taxi Truck Operators operating vehicles of a particular class of vehicle unless the Taxi Truck Operator is offered and accepts an opportunity to change the class of vehicle to meet the Company's requirements.

At any time and for any reason, the Company may inspect the driver's licence and vehicle, its registration and conditions concerning the painting, sign writing and decaling.

In consultation with the TWU a representative of the Company may, at any time, travel in the Taxi Truck Operator's vehicle as an observer or for training purposes. The Company representative will be covered by the Company insurances.

Whilst being utilised by the Company for Work the Taxi Truck Operator is to ensure that the Taxi Truck Operator and/or the vehicle are not used for any other purpose including, carrying non Company passengers (including children and animals) in the vehicle unless specific authorisation is provided in writing by the Company.

The Taxi Truck Operator must notify the Company in writing if he/she intends to engage in business activities outside of the Work requirements of the Company. The Taxi Truck Operator shall ensure that the Company related logo and livery of the vehicle is not used in a way which may suggest that the Company is concerned in or associated with such activities. The Taxi Truck Operator will not carry on business activities which are in conflict or competition with the business activities of the Company or which may adversely affect the provision of the Company's Work.

Vehicles must not carry any logo or advertising of other companies or of a nature that is not in keeping with the Company's image. The Taxi Truck Operator must at his/her own cost remove Company livery prior to disposing of a vehicle that is being replaced less than 12 months after being painted, otherwise the cost will be borne by the Company.

All pantech vehicles must have the capacity to be fitted with fashion rails with security locks.

New 6 Tonne pantechs may be required at Company discretion to be fitted additionally with a double-sided door on the side of the vehicle. The cost associated with this additional door will be borne, for the first installation only, by the Company. Where at the discretion of the Company, an existing pantech body is to be fitted with a double-sided door the Company will bear the associated cost.

Subject to Roads and Traffic Authority Regulations all table top/tray top vehicles must be equipped with an adequate number of gates and tarps, dog & chains, angles, ropes and straps suitable for the task.

At the Taxi Truck Operator's cost the vehicle must be fitted with any safety equipment required by legislation. Any additional safety equipment required by the Company or its customers will be provided at the Company's cost and at all times will remain the property of the Company.



Subject to legal loading requirements the carrying capacity will be as follows:

1 Tonne – minimum	1 pallet spaces
2 Tonne – minimum	3 pallet spaces
3 Tonne – minimum	3 pallet spaces
4 Tonne – minimum	6 pallet spaces
6 Tonne – minimum	8 pallet spaces
8 Tonne – minimum	10 pallet spaces
10 Tonne – minimum	12 pallet spaces
12 Tonne – minimum	12 pallet spaces



(l) Mobile Radio/Mobile Data and Equipment

The Company may at its expense, supply and fit the vehicle with a mobile radio, mobile data and/or other technology or equipment. Such technology or equipment will remain the property of the Company.

The Company is responsible for all maintenance and repair to the Company equipment unless the damage results from the negligence or misuse of the Taxi Truck Operator. The Taxi Truck Operator will immediately inform the Company if any of its equipment requires servicing or repair.

If the vehicle is replaced within one year of fitting the radio or other equipment, the Taxi Truck Operator will bear the cost of transferring the radio or other equipment to the replacement vehicle (unless the vehicle is replaced at the direction of the Company because the Company's requirements change and the vehicle would not have been replaced at that time).

If Work is terminated by either the Company or the Taxi Truck Operator, the Company will pay for the removal of the Company's equipment and make good any damage to the vehicle caused by its installation or removal. Where a termination is due to a breach by the Taxi Truck Operator, the Company may at its discretion, recover the cost of removing Company equipment or making good any damage to the vehicle as a debt from the Taxi Truck Operator.

Where the Company does not supply and fit the vehicle with a mobile radio, mobile data and/or other technology or equipment the Taxi Truck Operator must be equipped with a mobile phone at his/her own expense.

(m) Attitude/Appearance

All parties acknowledge that the Company must maintain a superior level of customer satisfaction. The general attitude of the Taxi Truck Operator must be beyond reproach with a willingness to strive to improve the standards of service.

The Company spends much time and money on the presentation of its trucks and provision of uniforms, the appearance of the Taxi Truck Operator is just as important. The Taxi Truck Operator must present for Work in a tidy and ~~shaven~~ well groomed manner. Where these standards are not maintained the Taxi Truck Operator will be required to remedy this situation before beginning the Work.

The Taxi Truck Operator must at all times whilst undertaking Work for the Company wear the uniform as issued. The Company has at all times the right to nominate the style and design of the uniform and to recall any uniforms which are not the

Company's current issue. Should any clothing other than the nominated uniform be worn a letter of concern will be issued, further failure to wear the correct uniform will result in the Taxi Truck Operator being refused a start.

(n) Superannuation

Subject to any rights a Taxi Truck Operator may have under legislation the Company agrees to make contributions to the TWU Superannuation Fund based on the Transport Worker Grade 3 wage component defined by the Transport Industry (State) Award, where this component is defined in the Fee for Service.

(o) Insurance

In addition to effecting and maintaining such insurances as required under the Determination, Taxi Truck Operator's must also effect and maintain the following:

- (i) Marine Transit all risks insurance in the amount of \$50,000, public liability insurance and compulsory third party insurance

The Taxi Truck Operator will not cause the terms of any policy of insurance (Marine Transit, Public Liability or Compulsory Third Party) to become void or unenforceable. At the Company's direction the Taxi Truck Operator must forward to the Company copies of certificates of currency and must notify the Company of any change to or cancellation of any policy.

If the Taxi Truck Operator does not effect insurance or does not provide satisfactory evidence to the Company as required, the Company may in consultation with the TWU, but is not obliged to, effect the insurances and ~~recover the costs of doing so as~~ a debt from the Taxi Truck Operator.

10. Training

- (i) All parties recognise that the introduction and implementation of relevant ~~training is necessary~~ to promote the Taxi Truck Operator's productivity, efficiency and compliance with legal obligations.
- (ii) The Company will release elected Delegates to attend relevant training days during the life of this Agreement to a collective maximum of 6 days. The TWU agrees to consult with the Company and reach agreement on the dates on which such training will be held and the details of such training.

Delegates may utilise these training days to attend or conduct off-site TWU meetings or related business.

In the first three months in their role as Delegate, the eligibility for training will only be the two-day Delegate program and one day follow up.

- (iii) The Company will continue to invest in new and enhanced technology and continuously improve systems, procedures and work practices to support the changing demands of the customer base. The Company undertakes to provide training and instruction, as required, where new procedures, systems and technology is introduced to the business.
- (iv) The Taxi Truck Operator will embrace the implementation and use of new technology and commits to undertake relevant training as required after appropriate consultation.

REGISTERED
Contract Agreement
Industrial Registrar

11. Fees for Service

- (i) The Fees for Service shall be calculated in accordance with Schedule 1 (Schedule 2 for ComLog Taxi Truck Operators) of this Agreement. The Fees for Service hourly rate comprises of a labour component which is adjusted annually in accordance with the Heads of Agreement, and a Truck Allowance plus Business Risk component which is adjusted annually in January in accordance with the CPI. In addition, a Kilometre rate and Drop rate (where applicable) is adjusted annually in January in accordance with the CPI.
- (ii) For the purposes of this Agreement the labour component of a Taxi Truck Operator's ordinary remuneration shall be deemed to be that of a Transport Worker Grade 3 casual rate of pay (so as to include sick/annual/long service leave) as defined by the Transport Industry (State) Award.
- (iii) The Company agrees to cooperate with the TWU and the Taxi Truck Operator to facilitate deductions (including Union Dues) to nominated bodies from the fee for service where the individual Taxi Truck Operator provides an authorised deduction authority to the Company.
- (iv) The TWU agrees on behalf of itself, its officers and members, that it will not make or pursue any extra claims before 30 June 2003. 26/3/03
- (v) The TWU on behalf of itself, officers and members agree that where any future Agreement provides for increases in fees for service in addition to those contained in this Agreement, then such increases will not become due and payable before 1 January 2003.
- (vi) Should payments in the nature of Income Protection/Insurance become payable at any time by the Company through any Determination, legislation, superannuation payment or industry standard, then such payment would be made by deducting the required amount from the individual Taxi Truck Operator's earnings and not via a Company contribution. However, should the determination, legislation, superannuation of Industry Standard contribution exceed 1.48% of the individual Taxi Truck Operator total income, then the Company would be responsible for the top-up payment over 1.48% in accordance with the Award, legislation, superannuation or Industry Standard.

Registered
Contract Agreement
Industrial Registrar

12. Settlement of Disputes

- (i) The parties have agreed that the following settlement of disputes procedure shall apply:
 - (a) the matter shall first be discussed at the workplace level between the Taxi Truck Operator and relevant management;
 - (b) if the matter is not settled, discussions shall occur between the appropriate TWU Official and management;
 - (c) if the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company. At each discussion, other Company and TWU representatives may be in attendance as required.
 - (d) if the matter is still not settled, the matter shall be submitted to the Commission which shall attempt to conciliate then if necessary arbitrate the matter.
 - (e) the Commission may following arbitration may make a determination, which is binding on the parties.

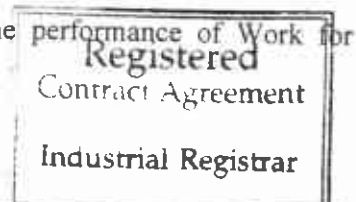
- (ii) The above steps do not preclude reference of a dispute to the Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission will retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the parties attempt to resolve the matter, Work will continue as directed by the Company, subject to reasonable concerns for occupational health and safety.
- (iv) The ultimate terms of settlement of the dispute will not be affected in any way nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that Work has continued without interruption.
- (v) The procedures and obligations contained herein will be equally binding on the parties to this Agreement. The decisions of the Commission will be accepted and adhered to by all the parties subject to their appeal rights under the Act. Where Yard meetings are held, Company representatives will be given the opportunity to address the yard and propose solutions to any matter in dispute.
- (vi) The TWU commits that it will not undertake any industrial action while this dispute resolution process is continuing.

13. Nature of Work Relationship

- (i) Nothing in this Agreement shall be deemed to create an employment, agency or partnership relationship with the Company or its personnel. The Company does not guarantee permanency of engagement, minimum pay or number of hours worked each week.
- (ii) On leaving the Company all Company property is to be returned and the only monies due and payable to the Taxi Truck Operator shall be in relation to unpaid hours worked.
- (iii) The parties agree that any person employed or otherwise engaged by the Taxi Truck Operator to perform the Work is solely an employee, contractor, agent or officer of the Taxi Truck Operator and the person concerned is not an employee, contractor, agent or officer of the Company.
- (iv) The Taxi Truck Operator will at all times, and at his/her own expense, comply with relevant laws relating to Work performed by the Taxi Truck Operator's personnel including but not limited to income tax, payroll tax, fringe benefits tax, workers compensation, annual leave and long service leave legislation and any Award, order, Determination or agreement of a competent Tribunal.
- (iv) If it is necessary for the Company to suspend the whole or part of the Work performed for any reason the Company may terminate the engagement of the Taxi Truck Operator by giving one week's notice. The Company may, at its discretion, make a payment in lieu of notice or partially in lieu of notice. This clause should not be interpreted to include termination of the Taxi Truck Operator for reasons other than suspension of the company Work.

14. Goodwill

- (i) All parties acknowledge that any goodwill associated with the performance of Work for customers of the Company is the goodwill of the Company.



- (ii) The Taxi Truck Operator has no right or entitlement to assign, sell or transfer to any other person any alleged goodwill or premium associated with the performance of the Work by the Taxi Truck Operator.

15. Operation of Agreement

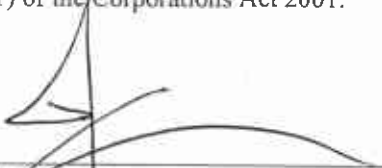
This Agreement comes into effect from date of registration by the Commission and shall remain in force until 31 December 2003.

16. Signatures

IN WITNESS, the parties have executed this Agreement to take effect on the date first written in this Agreement.


EXECUTED as an Agreement

SIGNED by **MCPHEE TRANSPORT PTY LIMITED** ABN 65 001 856 113 pursuant to section 127(1) of the Corporations Act 2001:)
)
)



 Director/Secretary
 H.E. CHAPMAN

 Name of Director/Secretary



 Director
 BILL CANTY

 Name of Director

Date: 4 FEBRUARY 2003

SIGNED by the **TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH:**



 Secretary

Date: _____



Schedule 1**McPhee Taxi Truck/Time Hire Rates****Previous Hourly Rates**

The hourly rate comprises of:

Labour component (Transport Worker Grade.3 casual rate (\$18.30/hour)) + Truck Allowance + Business Risk

	Truck Allowance + Business Risk	Hourly Rate
1 Tonne	Min. 1 Pallet Capacity \$5.60	\$23.90 per hour
2 Tonne	Min. 2 Pallet Capacity \$9.30	\$27.60 per hour
3 Tonne	Min 3 Pallet Capacity \$11.72	\$30.02 per hour
4 Tonne	Min. 6 Pallet Capacity \$12.78	\$31.08 per hour
6 Tonne	Min. 8 Pallet Capacity \$15.08	\$33.38 per hour
8 Tonne	Min. 10 Pallet Capacity \$17.01	\$35.31 per hour
10 Tonne	Min 12 Pallet Capacity \$19.13	\$37.43 per hour
12 Tonne	Min. 12 Pallet Capacity \$22.00	\$40.30 per hour
Primemover	\$34.16	\$52.46 per hour
Primemover and Trailer	\$39.45	\$57.75 per hour

New Hourly Rates

The hourly rate comprises of:

Labour component (Transport Worker Grade.3 casual rate (\$18.91/hour)) + Truck Allowance + Business Risk

	Truck Allowance + Business Risk	Hourly Rate
1 Tonne	Min. 1 Pallet Capacity \$5.77	\$24.68 per hour
2 Tonne	Min. 2 Pallet Capacity \$9.59	\$28.50 per hour
3 Tonne	Min 3 Pallet Capacity \$12.08	\$30.99 per hour
4 Tonne	Min. 6 Pallet Capacity \$13.18	\$32.09 per hour
6 Tonne	Min. 8 Pallet Capacity \$15.55	\$34.46 per hour
8 Tonne	Min. 10 Pallet Capacity \$17.54	\$36.45 per hour
10 Tonne	Min 12 Pallet Capacity \$19.72	\$38.63 per hour
12 Tonne	Min. 12 Pallet Capacity \$22.68	\$41.59 per hour
Primemover	\$35.22	\$54.13 per hour
Primemover and Trailer	\$40.67	\$59.58 per hour

The labour component is currently to be adjusted annually in accordance with Heads of Agreement. The Truck Allowance and Business Risk component is to be adjusted annually in January in accordance with the CPI.

Travel Time Allowance

Where the time taken to travel between Home and the commencement/finish of Work for the day is greater than the time taken to travel between Home and the normal accustomed start/finish workplace then the Taxi Truck Operator shall be paid a Travel Time Allowance.

Note: Travel time is paid in increments of one half hour up to a maximum of one full hour.

Schedule 1 - Continued**Kilometre Allowance**

Kilometre rates will be calculated from Suburb Post Office closest to pick-up-point to Suburb Post Office closest to destination-point, and return where a driver delivers beyond the RTA Logbook boundaries as printed from time to time.

When a Taxi Truck Operator arrives into the metropolitan area after completing trip rate commitments, if required to do pick-ups the hourly rate applies from pick-up point.

Where a Taxi Truck Operator is required to commence/finish Work for the day from a location that is not the normal accustomed start/finish workplace then the Taxi Truck Operator shall be paid a kilometre allowance for excess distance that the Taxi Truck Operator would normally travel between Home and the accustomed start/finish workplace.

The labour component of the kilometre rate (expressed in the table as a %) is currently to be adjusted annually in accordance with Heads of Agreement. The Truck Allowance and Business Risk component of the kilometre rate is to be adjusted annually in January in accordance with the CPI.

Kilometre rates are as follows:

	Labour %	Old Rate	New Rate
1 Tonne	68.86%	0.67 cents	0.69 cents
2 Tonne	68.88%	0.75 cents	0.77 cents
3 Tonne	68.87%	0.80 cents	0.82 cents
4 Tonne	62.01%	0.81 cents	0.84 cents
6 Tonne	62.02%	0.86 cents	0.89 cents
8 Tonne	58.46%	0.92 cents	0.95 cents
10 Tonne	58.44%	0.93 cents	0.96 cents
12 Tonne	58.42%	0.95 cents	0.98 cents
Primemover	46.82%	1.26 cents	1.30 cents
Primemover and trailer	46.82%	1.36 cents	1.42 cents

Loading & Unloading

The Taxi Truck Operator will be paid a standing rate, based on the full hourly rate, at pick up point if loading exceeds 1/2 hour load or unload.

Saturday/Sunday Work

A Taxi Truck Operator required to work on a Saturday or Sunday will be afforded at least four (4) hours' Work or be paid for four (4) hours at the appropriate rate. For all Work done on a Saturday the rate of pay/kilometer rate shall be time and a quarter and for all Work done on a Sunday the rate of pay/kilometer rate shall be time and a half.

Other Allowances

Schedule 3 of the "Determination" details additional allowances including Ropes and Gear, Mechanical Lifting Equipment. Where, in order to perform the Work the Taxi Truck Operator is required to supply and use this equipment these allowances are to be paid for each day (or proportionately for part of the day).

Registered
Contract Agreement

Industrial Registrar

Schedule 2**ComLog Taxi Truck/Time Hire Rates**

The labour component of the kilometre rate (expressed as a %) is currently to be adjusted annually in accordance with Heads of Agreement. The Truck Allowance and Business Risk component of the kilometre rate is to be adjusted annually in January in accordance with the CPI.

The Demurrage hourly rate comprises of:

Labour component (Transport Worker Grade.3 casual rate (\$18.91/hour)) + Truck Allowance + Business Risk

The labour component of demurrage is to be adjusted annually in accordance with Heads of Agreement. The Truck Allowance and Business Risk component of demurrage is to be adjusted annually in January in accordance with the agreed costing model which more clearly reflects the running costs associated with operation of the Taxi Trucks.

Large Rigid Single Axle 8 Tonne to 9 Tonne (Labour 58.46%)

Kilometre Rate \$0.95 cents per kilometre	was	\$0.86 cents per kilometre
Drop Rate \$20.62 per drop		
Demurrage \$9.11 per 15 minutes after first 30 minutes	was	\$7.82

Large Rigid Bogie Axle 12 Tonne Plus (Labour 58.42%)

Kilometre Rate \$0.98 cents per kilometre	was	\$0.95 cents per kilometre
Drop Rate \$25.78 per drop		
Demurrage \$10.47 per 15 minutes after first 30 minutes	was	\$10.47

Prime Mover/Bogie Drive Prime Mover Labour 46.82%

Kilometre Rate \$1.30 cents per kilometre	was	\$1.26 cents per kilometre
Drop Rate \$25.78 per drop		
Demurrage \$13.53 per 15 minutes after first 30 minutes	was	\$10.47



The hourly rate comprises of:

Labour component (Transport Worker Grade.3 casual rate (\$18.91/hour)) + Truck Allowance + Business Risk

The labour component is currently to be adjusted annually in accordance with Heads of Agreement. The Truck Allowance and Business Risk component is to be adjusted annually in January in accordance with the agreed costing model.

Prime Mover local hourly rates \$54.13 per hour	was	\$51.46 per hour
--	-----	------------------

Rigid towing pig trailer \$54.13 per hour	was	\$51.46 per hour
--	-----	------------------

Schedule 2 - Continued**Allowances**

Where, in order to perform the Work at any time the Taxi Truck Operator is required to supply and use mechanical lifting equipment (hire cranes) an allowance of \$50 is to be paid on a yard by yard basis to cover all lifts performed in that yard.

