

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA10/3

TITLE: **Wollongong City Council Contract Carrier's Agreement**

I.R.C. NO: IRC10/588

DATE APPROVED/COMMENCEMENT: 22 July 2010 / 1 September 2009

TERM: 24

**NEW AGREEMENT OR
VARIATION:** CA09/5

GAZETTAL REFERENCE: 24 September 2010

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all contract carriers employed by Wollongong City Council, located at 41 Burelli Street, Wollongong, who fall within the coverage of the Transport Industries - Excavated Materials, Contract Determination.

PARTIES: Wollongong City Council -&- the Transport Workers' Union of New South Wales

8 - JUL 2010

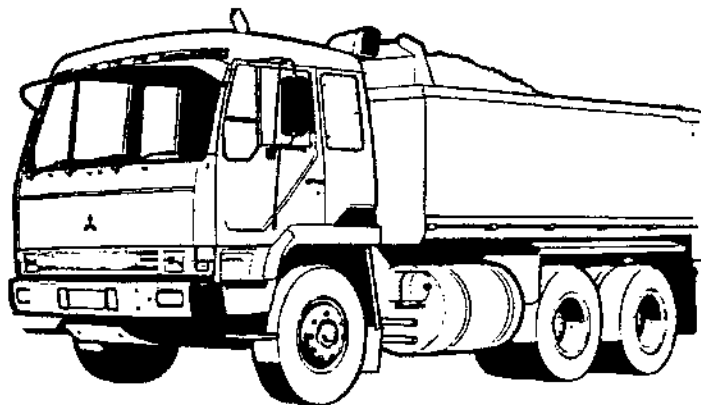


WOLLONGONG
City of Innovation

WOLLONGONG CITY COUNCIL

CONTRACT CARRIERS' AGREEMENT

1 SEPTEMBER 2009 - 31 AUG 2011



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1 TITLE

This agreement shall be known as the Wollongong City Council Contract Carriers Agreement.

2 PARTIES BOUND

An agreement, entered into on 1 September 2009 between the Principal, Wollongong City Council (WCC) of the first part, the Transport Workers' Union of ~~Australia~~ (New South Wales ~~Branch~~) (TWU) of the second part and the Contract Carriers listed in Attachment 1.

The Contract Carrier is an independent Contract Carrier that provides services to the Principal under this commercial contract. Nothing in this contract is intended to create an employment, or partnership relationship, between the Principal and the Contract Carrier (or its officers, employees or agents).

3 AREA INCIDENCE AND DURATION

This agreement will regulate the terms and conditions of engagement of the Contract Carriers listed in "Attachment 1" and *terminates Agreement CA799/2009* which has been registered with the New South Wales Industrial Relations Commission as IRC9/05.

This agreement shall **supersede all other agreements and will operate on and from the 1 September 2009 and shall remain in force for a period of two (2) years until 31 August 2011, provided that this Contract shall continue to remain in force beyond 31 August 2011 until it is terminated, replaced or superseded.**

4 PURPOSE OF AGREEMENT

This agreement has been developed to set out the terms and conditions for the engagement of Contract Carriers to undertake Works for the City Works Division.

It does not establish a precedent for, nor preclude, Contract Carriers undertaking Works for other Divisions of Council

5 COUNCIL'S VALUES

In everything we do, we will always:

- Respect and respond to community needs
- Continually improve the quality of our services
- Be open and accessible
- Be fair and equitable
- Act with honesty and integrity
- Value people's contribution

- Support the culture of teamwork, cooperation and safety
- Be creative and innovative, and
- Ask ourselves, “What is best for Wollongong?”

6 OBJECTIVES

The partners to this agreement agree on the following objectives:

Quality Service Delivery

To provide efficient, on time, cost effective and competitive quality services to our customers and the community

Occupational Health & Safety

To comply with Council’s Occupational Health & safety procedures, and policies for contractors.

People

To engage with council staff and the community in a professional and equitable manner by observing Council’s Code of Conduct.

Partnership

To maintain a partnership between management, employees, the unions, including Contract Carriers to optimise employment security.

Manage organisational change through consultation.

7 OCCUPATIONAL HEALTH & SAFETY

Contract carriers must ensure they are familiar with council’s occupational health and safety policies and procedures and will be committed to and ensure that they comply with Council’s Occupational Health and Safety requirements..

Contract Carriers will comply with relevant legislation, Council’s OH&S Contractors Management Procedure, Council’s Code of Conduct and Council’s Plant Policy.

Drivers will ensure pre start daily inspections are carried out and report any incident or accident to the site supervisor

Council is committed to providing a safe working environment and a high standard of health, safety and welfare for all persons.

8 ENGAGEMENT

8.1 CONDITIONS OF ENGAGEMENT

8.1.1 Prior to Council officers offering any work, Contract Carriers will ensure that they:

- Are owner-drivers.
- Appear on the priority list (Attachment 1).
- Are medically fit to perform the duties required under this Agreement.
- Have been issued with and wear, appropriate safety wear, ie Council issue and Personal Protective equipment
- Have undergone Council's induction training program.
- Have undergone OH&S training.
- Have provided proof of motor lorry drivers licence
- Have furnished an ABN issued by the ATO.
- Have furnished proof of registration for GST with the ATO.
- Have furnished two employment references on initial engagement only .
- From time to time provide evidence of the above

8.1.2 Further, they will ensure that trucks, and can provide evidence that trucks are:

- Comprehensively or third party property damage insured with Wollongong City Council indemnified.
- Insured under public risk with Wollongong City Council indemnified for a minimum of \$10 million.
- Registered by the NSW Roads and Traffic Authority.
- Inspected by Council's mechanical staff and are of sound and safe mechanical condition.
- Of good appearance.
- Regularly serviced and a satisfactory service and repair record is maintained.
- Fitted with a two-way tail gate, flashing turret light and identification number.
- Displaying a Wollongong City Council logo.
- Equipped with a pre start daily inspection book.
- Equipped with National Transport Commission Work Diary.
- fitted with reverse alarm that is automatically activated when reverse gear is selected with a noise level range of 87 to 112 dB(a).
- fitted with electrical hazard warning notice visible to the operator when the hoist is operated. The notice must display the minimum safe working distances.

8.1.3 During engagement the Contract Carrier must at its own cost;

- supply all fuel, oil, grease, tarps and spare parts and anything necessary for continuous and satisfactory operation.

- remove from site and properly dispose of all waste products from the truck including grease & oils, or if approved by Council, dispose by placing at a location on site in the manner directed by Council.
 - keep maintenance and pre start daily inspections records.
- 8.1.4 Work shall be offered, if and when it becomes available, to Contract Carriers in the order in which they appear on the current priority list (see Attachment 1). If Council hires a contract carrier out of sequence with the priority list and a higher priority Contract Carrier is not engaged then payment is to be made to the disadvantaged contractor on the basis of four (4) hours at labour and truck rate for that day.
- 8.1.5 At least one telephone contact number must be provided to Council so that drivers may be contacted between 2.00 pm and 3.00 pm Monday to Friday for hire instructions for the following day. If a driver cannot be contacted on up to two telephone numbers provided it will be assumed he is not available for hire.
- 8.1.6 If Contract Carriers are unavailable on three (3) occasions in a twelve (12) month period without a valid explanation they will be removed from the permanent list. However, in times where there is a shortage of work, owner drivers may request a leave of absence to work elsewhere. Council should not unreasonably withhold granting of said leave of absence.
- 8.1.7 If during the course of this agreement contract carriers are removed from the priority list, Council will review the appropriate number demanded by operations in consultation with the TWU.
- 8.1.8 This agreement is restricted to the engagement of those Contract Carriers listed in Attachment 1 – Contract Carriers Priority List. This list may be revised and reissued in accordance with changes to the list.
- 8.1.9 Preference of engagement will be given to Contract Carriers covered by this agreement, over carriers engaged through the plant hire tender agreement, with the carrying capacity of 12 tonnes and above.
- 8.1.10 Provided that the required rest breaks are taken and current RTA driving hours regulations are observed for trucks greater than 12 tonnes GVM per chart (attachment 5) and works operations are not disadvantaged, Contract Carriers engaged on a work site during normal work hours will be given preference of engagement over other contract carriers on that site for any inclusive after normal hours work regardless of their contract carrier priority listing **dismissing clause 8.1.4**
- 8.1.11 Contract Carriers will be subject to an evaluation of performance in line with the objectives listed in Clause 5, 6 and 7. The criteria for assessment shall include; (attachment 4)
- whether the truck is delivered to the nominated Council location in a timely manner and whether it complies with relevant conditions of contract.

- condition of the truck presented
- acceptable levels of productivity achieved (per evaluation rating)
- timely presentation of daily timesheet and pre start daily inspection to the Site supervisor
- occupational health & safety, quality & environmental performance
- willingness to work in a co-operative manner and to provide a high level of customer service to Council at all times.

8.2 DISCIPLINARY PROCEDURE

8.2.1 The purpose of this clause is to correct inappropriate behaviour/conduct and poor performance. The Disciplinary procedure is designed to give management and contract carriers a guide for dealing with situations where inappropriate behaviour/conduct and poor performance has been identified and changes need to be agreed to and evaluated.

8.2.2 The disciplinary procedure is to be used in instances of recurring inappropriate behaviour/conduct or performance issues, as initial occurrences of poor performance or inappropriate behaviour/conduct may be related to an contract carrier's personal circumstances.

8.2.3 Each aspect of performance is monitored separately. It is not the intent of the policy that aspects of performance that are distinctly unrelated be used to progress along the disciplinary procedure.

8.2.4 To maintain basic and reasonable standards of behaviour/conduct and performance in the service of Wollongong City Council and to set fair and equitable standards of discipline for unsatisfactory conduct and performance;

- Guarantee the rights of all;
- Ensure a safe and healthy work environment;
- Prevent contract carriers from generating a poor attendance record or poor work habits;
- Reinforce and document improved overall performance;
- Refer contract carriers to Council's Employee Assistance Program where relevant.

8.2.5 Policy

Wollongong City Council believes that the majority of its contract carriers are loyal and hardworking, however, a large organisation requires policies and standards to assist all managers, supervisors and contract carriers with guidelines and procedures to events that may result in disciplinary or corrective action.

8.2.6 An effective Disciplinary Procedure must be fair, reasonable, logical and easily understood by all.

8.2.7 Supervisors should be aware that these disciplinary procedures should not be used as a sole basis for corrective action of conduct on the job. All supervisors, in the course of their duties, should interact with contract carriers, and, where they have

concerns in relation to their performance, raise these concerns as they arise. In most circumstances, unless an employee's misconduct is of such a serious nature, these disciplinary procedures should not be used for a "first offence" (e.g. lateness to work, poor timekeeping, etc.).

8.2.8 Where problems arise on the job and these problems have been discussed between the supervisor and the contract carrier and this person still shows no signs of improvement, then it may be appropriate to turn to Step 1 of the disciplinary procedures. Caution should be exercised here however, as a sudden deterioration of work performance could indicate underlying personal problems being experienced by the person. In view of this, all supervisory employees should be fully cognisant of Council's Employee Assistance Program and make all attempts to offer assistance to the person. If the offer of assistance is refused, and the misconduct persists, then it is appropriate to continue to Step 1 of the disciplinary procedures. Where EAP assistance is sought and provided and no improvement in performance results, these cases will be assessed on their merits to determine appropriate action.

8.2.9 No disciplinary actions or suspensions will be undertaken unless the following Disciplinary Steps have been completed, except in the case of serious and wilful misconduct - refer to section 30. ENTERPRISE AGREEMENT [2009-012]

8.2.10 Review periods will be established for contract carriers who are placed on stages 1,2,3 of the disciplinary procedures. If there are periods of absence from the workplace, all such absences will be added onto the review period which has been established, unless otherwise agreed by the parties

8.2.11 Procedure

Step 1: First Warning (Verbal) - Guidance and Counselling

ENTERPRISE AGREEMENT [2009-012]

Whilst this step emphasises guidance and counselling, it must be recognised that guidance and counselling is an integral feature of a supervisory role even in the absence of a formal disciplinary procedure

Problem:

The person is demonstrating a performance or behavioural problem.

Procedure:

Counselling discussion involving -

- the person concerned;
- the person's immediate supervisor;
- the next level supervisor (at the choice of either party); and
- at the option of the person concerned;
 - a) representation by their job delegate; or
 - b) by another employee to act as an observer

Note: the contract carrier will be made aware of this option prior to the interview
Commencing

Purpose of Discussion -

- Identify causes of the problem.
- Gain the person concerned commitment to solving the problem.
- If appropriate, inform the person of the services that Council's Employee Assistance Program offers.
- Verbally notify the person that this action constitutes stage 1 of the disciplinary procedure
- Set a specific date for review of the matter.

Record:

The supervisor will note a record of the discussion in a diary to support the verbal warning. This record will include:

- Date and time of discussion.
- Purpose of discussion.
- Follow up date.

If improvement is then made by the agreed date, the supervisor should acknowledge and give recognition to the person for the improvement and encourage continued improvement. The Supervisor in their diary will note details of such improvement. However, if insufficient improvement by the agreed date, then Step 2 will apply.

Step 2: Second Warning (Written) - Utilising effective follow up action
ENTERPRISE AGREEMENT [2009-012]

Procedure:

Conduct a follow up discussion involving -

- the person concerned;
- the person's immediate supervisor;
- the next level supervisor; and at the option of the person;
 - a) representation by their job delegate; or
 - b) by another employee to act as an observer

Note: the contract carrier will be made aware of this option prior to the interview commencing

Purpose of Discussion -

- Review previous discussion.
- Discuss possible solutions.
- If appropriate, refer the person to the Council's Employee Assistance Program.
- Indicate the consequences of further lack of improvement.
- Set a specific date for review of a matter.

Record:

A written record of a Second Warning is to be forwarded to the Manager Human Resources for placement on the respective staff file and to the person concerned, together with a copy of Council's Disciplinary Procedures. This record will include the:

- Date and time of discussion.
- Purpose of discussion.

- Follow up date.
- Name and signature of supervisors who took the action.

If improvement is then made by the agreed date, the supervisor will acknowledge this and give written recognition to the person concerned for the improvement, the supervisor will monitor and encourage continued improvement. A copy of such letter will be placed on the person's Personnel file however, if insufficient improvement by the agreed date, then Step 3 will apply.

Note: The union will be notified in writing of what action has been taken in accordance with Step 2.

Step 3: Final Warning (Written)

ENTERPRISE AGREEMENT [2009-012]

Procedure:

FINAL WARNING involving,

- The person concerned;
- The Divisional Manager;
- At the option of the person;

a) union representation; or

b) by another employee to act as an observer

Note: The contract carrier will be made aware of this option prior to the interview commencing and they will be provided with adequate time and resources to organise representation. The seriousness of this step will be emphasised to the person. The Human Resources Division will provide advice and support at this step, as requested. The union will be notified in writing that a meeting has been arranged to provide the person concerned with their final warning. This notification will include details of the meeting time and venue.

Purpose of discussion -

- Review previous discussions.
- Discuss reasons for the situation.
- Refer the person to Council's Employee Assistance Program.
- Agree on specific action and follow up date.
- If appropriate, inform the person of the further consequences that will result if the person does not take immediate corrective action. The further Consequences (Disciplinary Actions) include:
 - A suspension with a view to termination;
 - A dismissal with due notice.

Record:

A record of the Final Warning is to be retained on the person's file and will include:

- Date and time of discussion.
- Purpose of discussion
- Follow up date
- Name and signature of supervisors who took the action.
- Copies of all correspondence arising out of this step shall be sent to the
- Person concerned.

Note: The union will be notified in writing of what action has been taken in accordance with step 3.

Should the person fail to take the required corrective action within the agreed period, then Step 4 will apply.

Step 4: Disciplinary Action

ENTERPRISE AGREEMENT [2009-012]

Procedure:

- A meeting will be held involving -
 - The person concerned.
 - The Divisional Manager.
 - The Manager Human Resources, if requested.
 - At the option of the person;
 - a) union representation; or
 - b) by another employee to act as an observer

Purpose of meeting -

The Divisional Manager or Manager Human Resources will inform the person concerned of one of the following -

- A suspension with a view to termination;
- A dismissal with due notice.
- No action for termination will occur until such time as the
- Manager Human Resources or representative has been consulted concerning
 - the process to be followed.
 - 48 hours written notice (by letter or e-mail) will generally be provided to the appropriate union secretary or their representative to enable sufficient arrangements to be made on behalf of the employee.

Contract Carrier's Rights

The contract carrier, however, retains the right to take action: through the Industrial Relations Commission.

Summary Dismissal

Nothing contained within this procedure will affect the right of management to summarily dismiss a person without notice.

The grounds for summary dismissal include, but are not limited to:

- Refusing a reasonable and lawful instruction
- Acts of serious and wilful misconduct
- Abandonment of engagement
- Drunkenness or affected by the use of illegal drugs whilst at work
- Neglect of duty
- Breach of duty of fidelity/confidentiality
- Criminal offences committed by a person related to their work.

Each case of summary dismissal MUST be considered on its merits. Action for summary dismissal may only be initiated by a Divisional Manager following

consultation with the Human Resources Division concerning the process to be followed. Prior to any interview the person concerned will be made aware of their rights to representation. In addition, the person will be provided with appropriate means to organise that representation prior to any interview. Where it is intended to summarily dismiss the person, the person will be interviewed and:

- Given the full reasons for the proposed termination;
- Provided with an opportunity to respond to the reasons for the proposed termination;
- Given the opportunity of union representation during the interview.

Management will consider any responses made by the person concerned prior to proceeding with action to terminate that contract carriers services.

Review of Contract Carriers Performance:

The outcomes of any disciplinary procedure, whether they are to progress to the next step or improvement has been made, should have clear documentation on what the next step will be. For example “no improvement” may be a progression on the disciplinary procedure, or “improvement has met the expectations” may mean the reduction or removal of the disciplinary procedure.

A copy of the notation will also be provided to the person concerned. These notations regarding improvement in performance MUST be taken into account when contemplating any future disciplinary action against the person. Contract Carriers are able to access, copy and place documentation on their personnel file stating their version of events. Contract Carriers have rights under the Freedom of Information Act.

8.2.12 When engaged, evaluations will be undertaken by councils leading hands / coordinators.

8.3 HOURS OF ENGAGEMENT

8.3.1 Contract Carriers will be available for engagement between the hours of 6.00 am and 6.00 pm **Monday to Friday**, paid for hours worked at a rate of single time at the flat hourly rate. “Hours Worked” exclude travel time to and from the job site at the start and end of the hire per day. Travel between jobs during the hire will be paid at single time at the flat hourly rate and at rates as set out in clause 8.4

8.3.2 The normal hours of engagement on a Council roster day shall be paid for hours worked at a rate of single time at the flat hourly rate.

8.3.3 The allocated rostered day for Contract Carriers will be taken in conjunction with WCC City Works roster day (9 day fortnight) and be the second Friday in the pay cycle.

8.3.4 Contract Carriers engaged on a work site immediately prior to the scheduled roster day and are invited to work at the same work site on the scheduled roster day,

Saturday or Sunday will have preference of engagement in the priority listing(see attachment 1) dismissing clause 8.1.4.

- 8.3.5 If the contract carrier is engaged outside the hours of engagement, as provided in Clause 8.3.1, then the contract carrier will be paid at the rates set out in Clause 8.5.

8.4 RATES OF PAY

- 8.4.1 Rates of pay are itemised under Attachment 2.

- 8.4.2 Rates of pay are adjusted on the basis of Transport Industry - Excavated Materials - Contract Determinations ratified through the NSW Industrial Relations Commission for 3 axles, Item 6 Hourly Rate, less workers compensation (2%) and employer superannuation guarantee (9%).

8.5 RATES FOR HOURS OUTSIDE THE HOURS OF ENGAGEMENT

- 8.5.1 Where the Contract Carrier provides services in excess of eight hours on any one day, payment will be made at the rate of normal truck and entitlement rates plus time and one half on the labour rate for the first two hours. For time worked in excess of those first two hours the normal truck and entitlement rates will continue and the normal labour rate will be doubled
- 8.5.2 A Contract Carrier invited to work on a Saturday shall be paid a minimum of four hours at the normal truck and entitlement rates and the normal labour rate at time and one half for the first two hours and then double labour rate for any time thereafter.
- 8.5.3 A Contract Carrier invited to work on a Sunday or public holiday shall be paid a minimum of four hours at the normal truck and entitlement rates and the normal labour rate at double time.
- 8.5.4 A Contract Carrier recalled by Council after being hired during the hours of engagement as provided in Clause 8.3 shall receive a minimum of four hours hire at the normal truck and entitlement rates plus the appropriate penalty labour rate.
- 8.5.5 A Contract Carrier called for work prior to the spread of hours shall be paid the normal truck and entitlement rates plus the appropriate penalty labour rate up to the starting time of the span of hours.

9 GENERAL CONDITIONS

- 9.1 Appearance, general condition and mechanical condition of trucks will be maintained to a standard acceptable to Wollongong City Council and the Transport Workers' Union.

- 9.2 In the event of a truck breakdown hire time will be discontinued. The site supervisor must be given immediate notification on the nature of breakdown with an estimate on down time.
- 9.3 Evaluation reports (attachment 4) will be sent to the Supply Chain Logistics Manager with a copy to Human Resources. The driver will be sent a copy of the report with written comments. The Contract Carrier may respond in writing within fourteen (14) days to any report with which he does not agree.
- 9.4 Drivers must ensure that appropriate statutory licences are held, current RTA regulations are observed, including NTC work diaries and standard heavy truck driver hours, (attachment 5) and that RTA registration and truck insurances are current. Hiring of Contract Carriers is subject to copies of such current renewal documents being made available to Council for recording.
- 9.5 Drivers must be inducted to the respective job site by a council representative, understand the site specific requirements and sign the induction sheet before any work is undertaken.
- 9.6 Variation to this agreement shall only be made by agreement with the parties as described at Clause 2.

10 MINIMUM HIRE

- 10.1 If a Contract Carrier reports for work at the depot or job site as directed during normal working hours and is not required, due to wet weather, etc, he will be paid four (4) hours hire, at the normal truck and labour hire rate. Acceptance of the four (4) hours hire will deem the Contract Carriers remain on site for that time to enable possible resumption of operations.
- 10.2 After the commencement of work, during normal working hours, a Contract Carrier shall be paid not less than eight hours hire at the normal truck and labour hire rate. Acceptance of the eight hours hire will deem the truck remain on site for that time to enable possible resumption of operations.

11 CONDITION FOR PAYMENTS

- 11.1 Contract Carriers will be required to sign a Recipient Created Tax Invoice Agreement with Council.
- 11.2 Contract Carriers will be required to submit a correctly completed Daily Hire Timesheet, (attachment 6) signed by the authorised Council officer.

- 11.3 Payments, by electronic funds transfer, for Contract Carrier hire will be made fortnightly, pending receipt of a Daily Hire Timesheet and compliance of this contract by a Recipient Created Tax Invoice including GST and ABN details.

12 GRIEVANCE PROCEDURE

- 12.1 Any Contract Carrier should, in the first instance, discuss any grievance affecting their engagement with Council with a nominated Council employee with authority to investigate the grievance.
- 12.2 In the event of failure to resolve the matter at job level, the matter shall be the subject of discussions between a delegate of the TWU and the City Wide Services Manager.
- 12.3 In the event of failure to resolve the matter, then it shall be the subject of discussions between the TWU Organiser and the Manager City Works.
- 12.4 Should the matter still remain unresolved, the Secretary of the TWU or his nominee will confer with the General Manager.
- 12.5 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission for determination.
- 12.6 All work shall continue normally while these negotiations are taking place.

13 LEAVE RESERVED

Where on any job abnormal working conditions exist which, in the opinion of the TWU warrant a higher rate, leave is reserved to the TWU to invoke the dispute procedure for this purpose.

14 UNION DELEGATE

A Contract Carrier appointed as TWU delegate shall, upon notification thereof to the Council's City Wide Services Manager by the Secretary of the Union, be recognised as the accredited representative of the Union.

15 ALL INCLUSIVE HIRE RATES

- 15.1 A flat hourly rate will apply for the purposes of this agreement. These rates incorporate payment for all conditions, allowances, public holidays, etc.
- 15.2 The only exception to Clause 15.1 is the payment of "Meal Allowances" to Contract Carriers in the event of work outside normal hours which is not included

in Clauses 16 and 17. Meal allowances will be paid to Contract Carriers under the same conditions that apply to the coverage of employees of Council.

16 WORKERS' COMPENSATION

Workers' Compensation coverage for non-incorporated contract carriers will be provided by Council.

17 SUPERANNUATION

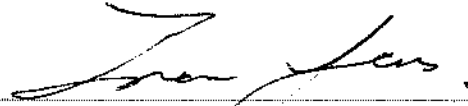
The superannuation guarantee levy (currently 9% of the labour component of the hire rate) will be paid by Council for non-incorporated contract carriers to the superannuation fund of choice of the non-incorporated Contract Carriers or as required by legislative provisions.

18 ORGANISATIONAL CHANGE

- 18.1 In the event that the Council does not require the services of one or more of the Contract Carriers listed due to business condition, reorganisation, organisational change, (attachment 1) they will be removed from the hiring list in order of those with the least amount of service with the Council.
- 18.2 When removing a Contract Carrier from the list, Council will provide three (3) weeks payment for each year of service. The payment will be based on average weekly fees charged by the Contract Carrier to the Council over the twelve month period preceding the notification of removal from the hiring list.

SIGNATURES TO THE AGREEMENT

SIGNED for and on behalf of
Wollongong City Council



In the presence of:



SIGNED for and on behalf of
The Transport Workers' Union
~~Of Australia (New South
Wales Branch)~~



In the presence of:



*Rosemary Elaine Pace
Justice of the Peace
in and for the state of
New South Wales
Registration No. 141357*

ATTACHMENT 1 – Contract Carriers - Priority List

As at 1 September 2009

Truck Priority	Owner Driver
1	Mr L Hartley
2	G P & K A Hills
3	M J & M E Phillips
4	R & T Neilson
5	P & D Murdzevski
6	M James

ATTACHMENT 2 - Labour and Truck Hire - Hourly Rates

	Transport Industry – Excavated Materials Contract Determination (Serial C7159 ratified 25/12/2009)	\$ As at 19/8/2009
1	3 axles - Item 6 Hourly Rate	89.887

	Labour (excl GST)	19/8/2009 \$
2	Labour (31.896% of Note 1)	28.67
3	Less workers compensation @ 2% and superannuation guarantee levy @ 9%	3.15
4	Labour total – Normal time	25.52
5	Labour total – penalty time and one half	38.28
6	Labour total – penalty double time	51.04

	Total (Labour + Truck Hire) excl GST	19/8/2009 \$
7	Total – Normal Time	86.74
8	Truck only	61.22
9	Total – penalty time and one half	99.50
10	Total – penalty double	112.26

Note 1

Rates of pay are adjusted on the basis of Transport Industry - Excavated Materials - Contract Determinations ratified through the NSW Industrial Relations Commission for 3 axles, Item 6 Hourly Rate

Calculations

- #7 - Normal Time (Labour + Truck Hire) equals #1 minus #3
- #8 - Truck only rate equals #1 minus #2
- #9 and #10 - Truck only rate plus applicable labour penalty rate (#5 or #6)

ATTACHMENT 3 – Driver and Truck Information

Owner/Driver _____

Address _____

Phone _____

Fax _____

Mobile _____

Driver's Licence No. _____

Class _____

Expiry Date _____

Priority List Number – Overall _____

In truck class _____

Truck Make _____

Model _____

Year of Manufacture _____

Registration No. _____

Registration Expiry Date _____

Tare _____

GVM _____

Comprehensive Insurance with _____

Policy Number _____

Expiry Date _____

ATTACHMENT 4

Contract Carrier Performance Evaluation

CONTRACT CARRIER NAME: JOB LOCATION:

PERIOD OF REVIEW: TO

OBJECTIVES	PERFORMANCE DURING ENGAGEMENT PERIOD COMMENTS (TO BE DETERMINED AFTER PERIOD HAS BEEN FINISHED USING RATING SCALE AND COMMENTS)	RATING
Quality Service Delivery OHS People Partnership		1 – Unsatisfactory 2 – Achieves expectations 3 – Exceeds expectations
Timely start times & ready for work Time management Correctly completed Time Sheet details		
Truck Condition – Appearance, Two way tail gate, flashing light, ID number, WCC Logo, Pre start insp. book, reverse alarm, electrical hazard warning notice.		
Commitment to achieve acceptable productivity		
Attitude, cooperation & Initiative OH&S Awareness and comply with worksite requirements, Correct PPE worn, completed pre start documentation, environmental sensitivity.		

Leading Hand; Signed Coordinator; Signed

Copy To: Human resources
Supply Chain Logistics Manager

ATTACHMENT 5 - Current standard heavy truck driver hours

Under Standard Hours, drivers can work for a maximum of 12 hours in any period of 24 hours with no more than 144 hours of work time in 14 days. Unlike BFM and AFM, there are no accreditation requirements. An operator requiring more flexible hours should consider applying for BFM or AFM.

Standard Hours – Solo Drivers

In any period of ...	A Driver must not work more than a total of ...	And must have at least....
5 hours and 30 minutes	Five (5) hours and 15 minutes	15 minutes continuous rest.
8 hours	7 hours 30 minutes	30 minutes rest, in blocks of 15 continuous minutes.
11 hours	10 hours	60 minutes rest, in blocks of 15 continuous minutes.
24 hours	12 hours	7 continuous hours stationary* rest
7 days (168 hrs)	72 hours	24 continuous hours stationary* rest
14 days (336 hrs)	144 hours	4 night rests+ (includes 2 consecutive night rests)

Definition;

* Stationary rest is rest time that the driver spends out of the heavy vehicle or in an approved sleeper berth of a stationary regulated heavy vehicle.

+ A nights rest is 7 hours continuous rest taken between 10pm and 8am or 24 continuous hours stationary rest.



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Attachment 6

CONTRACT CARRIER DAILY HIRE TIME SHEET

OWNER/DRIVER NAME:	
TRUCK REGO. NUMBER:	
WCC NUMBER:	
DATE	DAY
ENGAGEMENT Hrs	

START TIME	MEAL BREAK TAKEN		FINISH TIME
	BREAK FROM	BREAK TO	

OVERTIME Hrs

START TIME	MEAL BREAK TAKEN		FINISH TIME
	BREAK FROM	BREAK TO	

TOTAL HOURS WORKED	
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JOB BREAK UP

WORK ORDER				TOTAL
HOURS				

JOB SITE INDUCTION COMPLETED:	NAME:
COUNCIL REPRESENTATIVE	

AUTHORITY - We certify that this timesheet is correct in every particular

OWNER/DRIVER	Sign:
COUNCIL SITE SUPERVISOR	Sign: