

**REGISTER OF  
CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA23/02

**TITLE:** Owens Transport Pty Ltd - TWU New South Wales - Contract Carriers Agreement 2023

**CASE NO:** 2023/138980

**DATE APPROVED/COMMENCED:** 7 July 2023/20 June 2023

**TERM:** 12 months

**NEW AGREEMENT OR VARIATION:** Replaces CA20/01

**GAZETTAL REFERENCE:** 21 July 2023 (354 I.G. 914)

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all contract carriers engaged by Owens Transport Pty Ltd located at 2 Coal Pier Road, Banksmeadow NSW 2019, who fall within the coverage of the Transport Industry - General Carriers Contract Determination 2017.

**PARTIES:**

Owens Transport Pty Ltd t/a Mainfreight Wharf -&- Transport Workers' Union of New South Wales

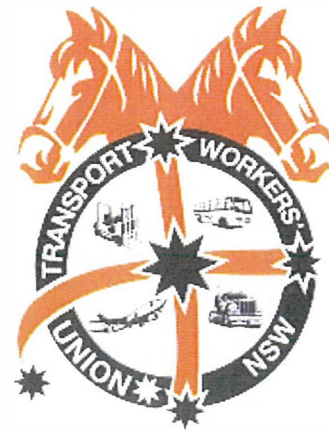
Owens Transport Pty Ltd  
t/a Mainfreight Wharf

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TWU New South Wales

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Contract Carriers Agreement 2023



## **Terms of Agreement**

### **1. Definitions**

For the purposes of this Agreement the following definitions will apply

1. "Determination" shall mean the "Transport Industry - General Carriers Contract Determination 2017" and any variations from time to time.
2. "Rates of Pay" shall be the remuneration paid to Contract Carriers engaged by the Company pursuant to the current exemption granted by the Industrial Relations Commission pursuant to clause 21. Alternative Remuneration Arrangements of the Determination.
3. "Contract Carriers" shall have the same meaning as ascribed to that term in Chapter 6 of the *Industrial Relations Act 1996* (NSW)
4. "Contract of Carriage" shall have the same meaning as ascribed to that term in Chapter 6 of the *Industrial Relations Act 1996* (NSW)
5. The "Company" shall mean "Owens Transport Pty Ltd" ABN 64 060 592 529 t/a Mainfreight Wharf.
6. The "Commission" shall mean the Industrial Relations Commission of New South Wales.
7. The Contract Carriers on attached Seniority list shall have the meaning attributed to preferred suppliers in section 4 Cl 6 of the International Standards Organization 9000 Series of Standards.
8. The "Union" shall mean the Transport Workers' Union of New South Wales

### **2. Parties Bound**

This Agreement will apply to:

- a) Owens Transport Pty Ltd ABN 64 060 592 529 t/a Mainfreight Wharf and
- b) The Contract Carriers engaged by the Company to perform work at or from the Company's container transport division operations currently located at Banksmeadow.

### **3. Operation of the Agreement and the Determination**

The terms and conditions of the Determination will remain in force except where they are inconsistent with this Agreement, in which case this Agreement will prevail over the Determination.

The terms and conditions set out in this Agreement shall prevail over all existing and pre-existing customs, usages and practices.

### **4. Payments of Remuneration**

In lieu of the provisions of Clause 12 (d) of the Determination, remuneration shall be paid so as to be available to the Contract Carriers no later than noon on the Friday of the second week following the close of the pay period for which remuneration is payable, except when a public holiday falls within the two week period the remuneration will be paid a day later, subject to:

- a) The Contract Carrier having submitted to the Company properly documented daily tax invoices; and
- b) Such tax invoices are submitted to the Company no later than the end of the day following the day to which the invoices relate; and

- c) The Contract Carrier has submitted tax invoices in a form as set out in the template detailed in Annexure 1 to this Agreement.

## **5. Insurances**

- 5.1. Contract Carriers shall hold a current comprehensive motor insurance policy over the vehicle including cover for an amount of \$5,000,000 for third party property damage in respect of one accident. This insurance must be extended to cover trailing equipment that the Contract Carrier may tow from time to time, for accident (Trailer in Control insurance) up to the value of \$75,000.00. The Company will be responsible to meet any cost above \$75,000.00.
- 5.2. Contract Carriers shall obtain and maintain a public liability insurance policy that covers Contract Carriers for an amount of \$20,000,000 in respect of any liability incurred by the Contract Carrier in the performance of work for the Company.
- 5.3. Contract Carriers shall obtain and maintain a current workers compensation policy, where they are a registered company.
- 5.4. Contract Carriers shall obtain and maintain a current superannuation policy in accordance with existing Federal Government legislation, where they are a registered company.
- 5.5. Contract Carriers shall produce for inspection by the Company a copy of all insurance policies required and evidence that full payment has been effected to the relevant insurance organisation by the Contract Carrier under this agreement.
- 5.6. Where a Contract Carrier is unable to produce on request substantiation of insurance cover as required by this Agreement work shall not be allocated to the Contract Carrier until such documentation / substantiation is produced.
- 5.7. Where a Contract Carrier fails to produce the required Certificate/s of Insurance within 72 hours of a request to do so by the Company, The Company may terminate the Contract Carrier.
- 5.8. The Company shall obtain and maintain comprehensive insurance for all trailers and equipment owned by the Company. The Company is responsible for insuring goods in transit (marine insurance) and any insurance costs pursuant to the cartage of goods.
- 5.9. In the event of an accident where damage is caused under circumstances where fault for the accident is attributed to the Contract Carrier, the Contract Carrier shall, if liable under common law be responsible to resolve the value of the claim. (3rd party property).
- 5.10. Pursuant to amendments to the relevant applicable workers compensation legislation in New South Wales (specifically section 175B of the Workers Compensation Act), each Contract Carrier shall:
- a) Provide to the Company a declaration on a monthly or quarterly basis that the Contract Carrier has, and will continue to have paid any valid workers compensation insurances covering all its employees and contractors engaged or present in their business during the engagement period with the Company, its customers or agents; and
  - b) Certify that if at any stage this statement may be rendered false, the Contract Carrier shall notify the Company and cease to perform any work until the statement is corrected, the insurances are paid, or the certificate of currency is re-established; and
  - c) The Contract Carrier acknowledges that the matters set out in this sub-clause are obligations that are imposed under applicable legislation; and
  - d) The Contract Carrier acknowledges that the Company may withhold payment and work until the matters set out in this sub-clause and the relevant applicable workers compensation legislation are complied with.

## **6. Contract Carriers Incorporation and Superannuation**

- 6.1. Each new Contract Carrier (not on the seniority list as of 15th July 2003) is required to be an incorporated company entity, within the state of NSW prior to commencement, and must remain incorporated whilst engaged by the Company. No company (incorporation) payments will be made to new Contract Carriers.
- 6.2. The Company may require the Contract Carrier to provide the Company with documentation proving the currency of its incorporation.
- 6.3. Those Contract Carriers who are incorporated must provide the Company with documentation proving this fact. These Contract Carriers must also show evidence that their company is paying their superannuation contributions.
- 6.4. The incorporated Contract Carrier shall provide the Company with documentary evidence on a quarterly basis (commencing from the date of this Agreement or post 30th September 2003) that it has paid superannuation entitlements under the applicable legislation for itself and for its employees.

#### **7. Licenses**

- 7.1. Contract Carriers shall at all times hold and shall produce on request for inspection by the Company, a current driver's license appropriately endorsed and issued in respect of a motor vehicle of the class of the Contract Carriers vehicle.
- 7.2. Contract Carriers shall immediately notify the Company if the license is suspended or cancelled.
- 7.3. Where a Contract Carrier requires additional license/s (including but not limited to a Dangerous Goods License) to undertake work for the Company, the Contract Carrier will ensure that such licenses are current and will be produced on request for inspection by the Company.
- 7.4. The Contract Carrier shall not undertake work whenever a relevant license is suspended or cancelled and shall notify the Company immediately should suspension or cancellation of the license/s occur.

#### **8. Painting of Vehicles / Making Good Vehicles**

- 8.1. The Company may at its discretion, paint and/or sign write the Contract Carriers vehicle to the Company's specifications provided that:
  - a) The Company meets 50% of any costs associated with painting the vehicle to their specifications, any signwriting will be at the Company's cost;
  - b) The Contract Carrier agrees to have their vehicle sign written.
- 8.2. All Contract Carriers vehicles are to be presented for work in a clean and roadworthy manner. Contract Carriers vehicles must meet the following standard;
  - a) The vehicles must be washed on a regular cycle
  - b) Accident/Rust damage to be rectified in a timely fashion.
  - c) The vehicles must have current registration and be roadworthyContract Carriers whose vehicles do not meet the above standards will not be allocated work.
- 8.3. Subject otherwise to the provisions of Clause 5.9 (b) of the Determination, where a Contract Carrier ceases work for the Company, the Company's responsibilities will be limited to the removal of signage/decals. The Company will meet the cost associated with removal of signage from the vehicle and restoring paintwork.

#### **9. Compliance with Fatigue Management**

- 9.1. Contract Carriers and the Company will be responsible to comply with legislated driving and maximum attendance hours and the Company will not request Contract Carriers to work beyond these hours.
- 9.2. Contract Carriers will also be responsible for taking rest / fatigue breaks as required under the relevant applicable legislation.

## **10. Conditions of Vehicles**

- 10.1. The Company's rights under this Agreement are limited to the specification and enforcement of minimum standards in respect to reliability, suitability and presentation of vehicles used by Contract Carriers to undertake work for the Company.
- 10.2. The Contract Carrier shall make available a vehicle that meets the Company's expressed minimum standards in respect to the suitability of the vehicle to undertake work covered by this Agreement, the reliability of the vehicle (i.e. - Roadworthiness) and the presentation of the vehicle.
- 10.3. Where, in the Company's opinion the Contract Carrier fails to provide the vehicle in such condition, the Company may give written notice to the Contract Carrier requesting that the vehicle be in a clean, presentable and roadworthy condition.
- 10.4. Once such notice has been given, the Contract Carrier will, within a period of not more than two (2) months from the date of the notice, rectify such problems as identified by the Company, or notify the Company, in writing within seven (7) days, of any objection to the assessment or requirements. Where agreement cannot be reached to the satisfaction of both parties, independent arbitration will be sought according to Clause 17. Disputes Procedure. Notwithstanding this, the Company reserves the right not to allocate work to a Contract carrier as stated in clause 8.2.
- 10.5. Where a Contract Carrier fails to effect the necessary changes, the Company may terminate the Contract Carrier, giving one (1) months' notice in writing of its intention to do so.
- 10.6. The Company may not request that the Contract Carrier effect replacement of vehicle/s. Age of vehicle shall not be used as criteria in determining suitability, reliability or presentation in the absence of demonstrable failure of the Contract Carrier's vehicle to meet other standards/specifications with regard to these areas.

## **11. Contract Carriers to Undertake Work**

- 11.1. Contract Carriers may provide assistance with the loading/unloading of freight containers and agree that this constitutes, in part, the Contract of Carriage. However, this assistance shall be limited to loading/unloading with, wherever possible; two additional labourers provided by the customer (point of delivery or point of pickup) and shall be negotiated between the Company, Contract carrier and the customer. A list of Contract Carriers who are happy to assist in loading / unloading will be established.
- 11.2. Further assistance with loading/unloading freight containers may only be provided where there is no safety hazard or health risk associated with this activity.
- 11.3. The Company will undertake to try to minimize delays at the point of pickup/delivery. It is noted that, in the majority of cases the Company has no control over loading or unloading points.

## **12 Over Dimensions/Weight and Hazardous Containers**

- 12.1. Contract Carriers shall not carry over dimension or overweight containers/loads unless they have the necessary permits/safety equipment and EPG's.
- 12.2. At all times the Contract Carrier must operate within the laws and legislation of local, state and Federal parliaments.

## **13. Rates of Remuneration**

- 13.1. Rates of pay negotiated under this Agreement (Refer Annexure "A") shall remain at least equal to those provided for under the Determination (Schedule C).
- 13.2. The current rates as specified in the Determination shall be used to calculate the equivalent remuneration under this Agreement.
- 13.3. For the purpose of conducting productivity analysis and costing, all work performed is on a job-by-job basis. The start time for each job, is the arrival time at the first leg of the job (or requested start time, if the Contract Carrier is required to be early) and concludes with the completion of work at

the final leg of the same job. For the avoidance of doubt, travel from and to the Contract Carriers residence or location other than the pick-up and delivery points will not be regarded as the starting or finishing time for any job.

- 13.4. The Company shall carry out a review of the difference between actual remuneration paid to Contract carriers and the equivalent Determination rate at the end of each 2-month period. Contract Carriers shall be reimbursed for any differences between the rate paid under this Agreement and the equivalent rate under the Determination within 14 days of the end of each 2-month period. For the exercise, the Company will utilize the start time from the first job, (including travel time between all subsequent jobs), travel to the finish time of the last job less 0.5 hour lunch break, as set out in the Determination under Clause 9, plus 30 minutes travel time.
- 13.5. The Parties agree to review the current rate structure by mutual consent after six (6) months have elapsed from registration date. The Company may also discuss box rates / agreements for certain tasks with Contract Carriers if it is in the interest of both parties to do so, and agreed to by the Yard Advisory Committee.-Any agreement will be added as an addendum to the Agreement Rate Table.

#### **14. Right of Work**

- 14.1. This Agreement does not confer any right of work to the Contract Carriers or minimum allocation of work. The Company can, and will offer any work it has available to it to the Contract Carrier, on the basis of seniority, or the roster system utilised, but cannot guarantee a start to every Contract Carrier every day, nor minimum work hours when the Contract Carrier does start.

#### **15. Precedence for Allocation of Work**

- 15.1. Contract Carriers shall be assigned, to an order of seniority (Contract Carriers Seniority List) agreed to by the Company, the Union and the Contract Carriers. Seniority will be based on Contract Carriers respective length of service with the Company and compliance with company incorporation as referred to within section four (4). Contract Carriers who join the Company following the adoption of this Agreement shall be included in the Contract Carriers Seniority List in an order that reflects their length of service with the Company. Contract Carriers who undergo a change in company name / status will retain seniority level held prior to any such change in status.
- 15.2. The Company may introduce a GPS system to enhance operational coordination and shall meet the cost of individual vehicle installation. Contract Carriers will be trained in all new technology being introduced prior to installation. The Company is responsible for the installation, maintenance and insurance of the equipment. The Contract Carrier is responsible for all additional mounting costs, if the vehicle is changed within a 3-year period.
- 15.3. The Company may provide a suitable communication system to Contract Carriers vehicles at the Company's expense. The Contract Carrier is responsible for all new fittings after this point. The Contract Carrier is responsible for the demounting and return of the radio if engagement ceases. The Company is responsible for maintenance and insurance of the unit.
- 15.4. Contract Carriers who have entered into the head Contract of Carriage by way of purchasing a vehicle owned by a previous Contract Carrier, understand that they have not been required by the Company to make a payment to the previous Contract Carrier, as either a premium or fee of any type. Notwithstanding day-to-day operational requirements of the Company, the new Contract Carrier acknowledges that allocation of work will be by longevity and position on the seniority list, and no levels of work or remuneration is implied or guaranteed. There is no goodwill or security of tenure with the Company that is implied or guaranteed. The placement on the seniority list may, in fact result in no work being offered at all if market conditions so dictate. It is noted that the Contract Carriers currently practice a roster system in order to share the work volume, and allocation is made on this basis and not seniority. Whilst the Contract Carriers continue their joint agreement with this arrangement, the practice will continue.
- 15.5. Where the Company seeks to allocate work of a special nature, the Contract Carriers demonstrated suitability to meet the needs of the Contract of Carriage in, but not limited to, the following areas, are to be considered in the allocation of such work - Reliability and suitability of vehicle:

Demonstrated skills of the Contract Carrier, Customer Relations, Commitment to Service, Administrative competence and Driving competence.

- 15.6. The Company shall take all steps to ensure the equitable distribution of work to Contract Carriers in accordance with the provisions set out in this Agreement, but does not guarantee, nor will commit to equalization of earnings.
- 15.7. If any circumstances arise where a reduction in overall fleet is deemed necessary through insufficient work, the Company will invite Contract Carriers to nominate for voluntary leaving. In the event that no Contract Carriers nominate for voluntary leaving, the future allocation of work (Contract of Carriage with Carriers) will be determined on a last on, first off basis subject to vehicle configuration requirements.
- 15.8. Subject to the Contract Carrier observing the obligations prescribed under Clause 7 of the Determination, at times when Contract of Carriage are not available to be undertaken by the Contract Carrier, the Company will not raise objections to the Contract Carrier undertaking work with his or her vehicle under a Contract of Carriage with another principal contractor so long as the Contract Carrier provides the Company with notice, where practicable, of when and what times the Contract Carrier will otherwise be engaged.
- 15.9. The Contract Carriers Seniority list referred to herein is set out as Annexure "B" hereto and shall be varied from time to time, subject to agreement being reached between the parties. Where named Contract Carriers are constantly and systematically not available for work, the Company shall investigate and determine if the Contract Carrier should remain on the list. This is to prevent Contract Carriers remaining on the list when they have, in fact withdrawn service from the Company. Any Contract Carrier who does not make itself available for two (2) continuous months without written explanation (accepted by the Company) shall be deemed to have left, and his name removed from the seniority list.
- 15.10. All Contract Carriers included in the Seniority List shall be allocated work before casual or non - seniority list Contract Carriers wherever practicable.

## **16. Termination**

- 16.1. The provisions of Clause 13 of the Determination shall apply with respect to routine terminations of Contract Carriers occurring as a result of the normal and customary turnover of business and shall be otherwise subject to the right of the Company to maintain a sufficient, suitable vehicle/s to maintain its policy objectives and the requirements of clients of the Company.
- 16.2. For purposes of Clause 13 of the Determination, the Company will be entitled to regard the circumstances of a Contract Carrier not attending to undertake Contracts of Carriage for the Company over two (2) successive months period without advising the Company the reason for such non - attendance as abandonment of Contracts of Carriage between the Contract Carrier and the Company together and will assume an intention not to resume and carry out further Contract of Carriage.
- 16.3. In the event the Company seeks, pursuant to the provisions of this Agreement, to reduce the number of fleet, prior to the leaving of any Contract Carrier the Company shall, subject to the degree to which other standards are met, first seek to reduce the fleet with respect to vehicles which are not actually owned and driven by such Contract Carriers with the exception of Company owned vehicles. Termination of such Contract Carriers will be in accordance with the relative seniority status of Contract Carriers and will proceed on a last on first off basis.

Where a reduction in fleet numbers occur, all payments of goodwill, redundancy or other payment will be made to the Contract Carrier on the basis of 3 weeks per year of service, capped at 13 weeks based on the TWU state award, grade 7. New Contract Carriers (not on the seniority list as of 15th July 2003) must have 2 years continuous service to qualify for this provision. Where there is a Redundancy contract determination for lorry-owner drivers applicable to Contract Carriers covered by the Determination then the Company shall pay redundancy entitlements in accordance with the determination or this Agreement which ever has the greatest benefits to the Contract Carriers



## 17. Settlement of Disputes

- 17.1. Disputes between Contract Carriers and the Company shall be dealt with in accordance with the provisions set out in the Determination.
- 17.2. Specifically, the following process shall be followed by Contract Carriers in all situations where resolutions of disputes, problems or questions are required.
  - 17.2.1. wherever possible and practical, issues shall be addressed at the enterprise level to facilitate efficient and effective resolution.
  - 17.2.2. With respect to operational issues, differences should be directly discussed between involved parties in the first instance, following the process set out in the Company's operational procedural manuals. Contract Carriers have the right to have the Union delegate present at meetings with the Company aimed at resolving issues that arise from matters of an operational nature. Where agreement/resolution is unable to be reached between parties at this level the matter is to be referred to the Yard Advisory Committee reviewing operational procedures for mediation.
  - 17.2.3. With respect to issues of a more formal nature, i.e. those arising from the application of the provisions of the Determination, or of this Agreement, including but not limited to issues relating to payment of remuneration, the meeting between the Contract Carrier/s and the Company will take place in the presence of a Union yard delegate at the request of the Contract Carrier. The Company shall investigate the issue if necessary and will provide a response to the complaint/s within a period no more than 48 hours, or as soon as practical thereafter. Should the issue not be resolved at any of the above stages, the Complainant or Yard delegate may seek the advice and involvement of the Union in the process of achieving settlement. Should this be necessary, a meeting between the Complainant, Yard delegate, representative from the Company, will be sought where the parties will commit themselves to resolving the issue through consultation and discussion wherever possible.
  - 17.2.4. Where parties are unable to reach agreement. The matter will be referred to the Commission for hearing and determination. The Commission's decision shall be adopted by the parties and be binding without equivocation.
  - 17.2.5. In the event the Company wished to raise an issue with a Contract Carrier/s, it may require the Contract carrier/s attend a meeting at the Company's principal place of business in order to discuss such issue.
    - 17.2.5.1. Should the issue not be resolved at this point, the Contract Carrier may at his/her/its discretion request another Contract carrier (who shall be where possible a yard delegate) to be in attendance at a further meeting with a view to resolving the issue.
    - 17.2.5.2. Where the issue is one which effects the operation of this Agreement, or otherwise affecting all or a number of the Contract Carriers, the issue shall be raised with the yard delegate for reference to the Union Branch Secretary.
- 17.3. Whilst any of the above processes are being undertaken, work shall continue as normal, without limitation. Except in instances where the issue involves termination of a Contract Carrier the status quo shall remain until a resolution is achieved. In instances of termination, the terminated Contract Carrier shall be suspended from being allocated work until a decision regarding reinstatement of Contract of Carriage, allocation of work shall resume as normal from the time of such decision, without any further prejudice to the Contract Carrier. Where the Company has been negligent in its decision after the dispute process, the Contract Carrier and Company may negotiate a post gratias payment to the Contract Carrier, limited to \$500.00 per day to a maximum of 5 days.
- 17.4. Contract Carriers who have been issued with uniforms shall wear such uniforms whilst undertaking work for the Company. Such uniform shall be maintained cleaned and repaired by the Contract Carrier, subject only to fair wear and tear.

- 17.5. Uniforms shall not be worn whilst the Contact Carrier is not engaged in work specifically for the Company and shall be returned to the Company on the Contract Carriers ceasing to perform work for the Company.

#### **18. Yard Advisory Committee**

- 18.1. A Yard Advisory Committee, which shall include the Branch Secretary of the Union or his nominee and the senior site delegate, together with an equal number of management representatives, shall be formed to;
- 18.1.1. Ensure the correct application of this Agreement, particularly in light of the provisions of the Determination.
- 18.1.2. Further measures to be considered for implementation, consistent with commitment of the parties to bring about further structural efficiency, or with a view to modernizing this Agreement.
- 18.1.3. Determine a matter with respect to the operation of this Agreement or the implementation of any provision or aspect thereof, which may then be put to a vote of the Contract Carriers and to the Company as a recommendation only and shall not be a "claim" as provided in Clause 14. If agreed to by all parties, without duress of any kind being exerted by one party on the other, the recommendation may be accepted by the Company and shall be adopted in the context and spirit of this Agreement provided that it does not have the effect of varying any provision of the Determination or this Agreement without it being first ratified by the Commission.

#### **19. Declaration**

- 19.1. The Parties hereto declare that this Agreement has been negotiated through a process of extensive and genuine consultation between the Company, the Contract Carriers and the Union. The terms and content hereof have been the subject of discussion between representatives of the respective Parties, and with the Contract Carriers at yard meetings held for this purpose. All Parties subscribing to this Agreement, or affected by its coverage, do so with full knowledge of its content and intent, the effect of implementation of the provisions hereof, and the implication of approval by the Commission.
- 19.1.1. The parties further declare that this Agreement is, in the opinion of the Parties not contrary to public interest
- 19.1.2. is not unfair harsh or unconscionable to any person affected hereby. or any other relevant person;
- 19.1.3. was at no stage entered into under duress exerted by any party hereto; and
- 19.1.4. reflects the interests and desires of the parties hereto

#### **20. Term of Contract Agreement**

- 20.1. This Agreement shall commence on and from the date of ratification by the Commission and shall continue in force for a period of twelve (12) months and thereafter until varied by the Parties, or by changes to the Determination, once ratified.
- 20.2. The Parties commit to enter into negotiations to vary or replace this Agreement 3 months prior to any notification to terminate the Agreement.

The parties have signed hereto for Agreement on the 16th day of June 2023:

<p>For and on behalf of Owens Transport Pty Ltd t/a Mainfreight Wharf ABN 64 060 592 529 By Authority of the Board</p>	<p> ..... Name: Pasqua Riservato Branch Manager NSW</p>
<p>Witness</p>	<p> ..... Name: Mike Reid General Manager</p>
<p>For and on behalf of Transport Workers' Union of New South Wales</p>	<p> ..... Name: Richard Olsen - TWUNSW State Secretary</p>
<p>Witness</p>	<p> ..... Name: Gavin Webb</p>
<p>By the Elected Representatives of the Contract Carriers whose names and vehicle numbers are scheduled hereto</p>	<p> ..... Name: Glen Finlay - E44 - Delegate</p>
	<p> ..... Name: Mende Bozinovski - 12E Co-Delegate</p>

## **Rate Table – Owens/Mainfreight Wharf Contract Carriers:**

### **Hourly Rates**

### **Optimal Travel Times**

All work undertaken is on the basis that the Contract Carrier will at all times take the most direct route, being conversant of any prevailing traffic conditions that may occur from time to time.

#### Payment of Toll Charges:

Where the most direct route is via a toll way, the Company will accept charges for tolls being added to the Contract Carrier's invoice. (Travel to first job, and from last job is excluded). The Contract Carrier agrees to forward his toll account/ statement to the Company for review. Claiming toll charges where, in fact the toll has not been used is regarded as fraud. Where a Contract Carrier has fraudulently requested payment for activity that has not occurred, and the Company has evidence of this activity, one warning will be issued. If the offence occurs again within a six-month period, the contractor will cease to be given work by the Company, and his name removed from the roster. In any event, the claimed moneys will be deducted from the contractor.

#### Worksheets/Delay Notification:

All demurrage and reasons must be detailed, signed, and notified to the transport manager by 10am the following working day. Without this, payment will not be made. Delays are defined as more than 1 hour at premise or wharf, .5 hour at depots / railheads. Clearly, the run sheet MUST be completed as it occurs, to ensure times are accurate.

All delays must be notified to base, and the operator, and time of notification recorded.

All clock times for all movements are to be recorded on the run sheet.

All submitted run sheets, with tax invoice MUST be signed by the contractor as true and correct.

#### Falsifying Run Sheets:

Where a Contract Carrier has fraudulently requested payment for hours / activity that has not occurred, and the Company has evidence of this activity, one warning will be issued. If the offence occurs again; the contractor will cease to be given work by the Company, and his name removed from the roster.

#### Submitting of tax invoices and run sheets:

These MUST be submitted by noon the following working day after the activity took place.  
i.e.: 10.00am the next day.

All delays must be notified to base, the operator, and time of notification recorded.

All clock times for all movements are to be recorded on the run sheet,

#### Company Payments:

The Contract Carrier to the Company in consideration of costs may invoice an incorporation fee. This will only apply to contract carriers who are on the seniority list as of 15th July 2003.  
Add \$250.00 per month worked.

All delays must be notified to base, the operator, and time of notification recorded.

All clock times for all movements are to be recorded on the run sheet.

Productivity:

The Company will carry out continuous productivity analysis based on historic performance. Where a Contract Carrier is clearly performing under (10%) his previous performance, or the performance like for like to his peers, he will be counselled and given opportunity to improve his performance. A review will occur over the following month to assess improvement. If none is forthcoming, the Company may move to either limit work to closely supervised activity or offer a further review for two more months.

After 3 months of underperformance, the Company may move to remove the Contract Carrier from the roster.

General Terms Applicable to all rates.

Hourly rates are based on time start at first job, to time finish last job, (including travel time between all subsequent jobs), less .5-hour lunch. A half hour travel time may be added per day to the Contract Carrier's worksheet.

Transportation of hazardous cargo in bulk

Add \$50.00 Bulk Hazardous fee.

Over height and Over-dimensional loads that require signs and equipment (per RTA Handbook) or 40' extended trailer drop deck used for over-height / over-width loads.

Add \$50.00

The Contract Carrier to the Company in consideration of costs may invoice an incorporation fee.  
Add \$250.00 per month worked.

Hold Overnight:

Where the Contract Carrier has freight left on board at the conclusion of the working day, the following may occur:

1. The Contract Carrier will calculate the time to the intended destination, and add this to his run sheet (and start his time from there in the morning)
2. The Company may direct him to a depot, which will become a finish point.

These options are at the discretion of the Company, and the contractor shall perform to the Company's directive.

## Revised Contract Carrier Rates

Effective 3rd April 2023

For the month of April / 2023

Category	Component	Code	Rate Payable (Excl. FAF)	Fuel Surcharge	Rate Payable (Incl. FAF)
1	Standard Trailer Hourly Rate	PMTT	\$90.68	0.00%	\$90.68
	Provide Own Trailer Rate Per Day		\$50.00	0.00%	\$50.00
2	Sideloader Hourly Rate	PMTSL	\$99.00	0.00%	\$99.00
3	12 Tonne Rigid Per Hour	12TR	\$64.12	0.00%	\$64.12
4	B' Double Hourly Rate	BDTTR	\$116.30	0.00%	\$116.30
5	Quad Hourly Rate (+ 1.25hrs addition on country trips)	PMQT	\$116.30	0.00%	\$116.30
6	DG Surcharge per load / per container Plus \$10 in addition per load / container on same day		\$50.00	0.00%	\$50.00
7	Country Rates - Schedule A				
	ALBURY		\$1,915.53	0.00%	\$1,915.53
	ARMIDALE		\$2,005.48	0.00%	\$2,005.48
	BANNISTER		\$893.01	0.00%	\$893.01
	BATEAU BAY		\$756.34	0.00%	\$756.34
	BATEMANS BAY		\$1,365.78	0.00%	\$1,365.78
	BATHURST		\$991.28	0.00%	\$991.28
	BEGA		\$1,838.55	0.00%	\$1,838.55
	BELMONT		\$813.64	0.00%	\$813.64
	BENBOKA		\$1,838.55	0.00%	\$1,838.55
	BENEREMBAH		\$2,101.20	0.00%	\$2,101.20
	BERKELEY VALE		\$699.05	0.00%	\$699.05
	BERRIMA		\$641.75	0.00%	\$641.75
	BERRIDALE		\$1,538.31	0.00%	\$1,538.31
	BLAYNEY		\$1,113.63	0.00%	\$1,113.63
	BOWRAL		\$615.86	0.00%	\$615.86
	BROKEN HILL		\$3,992.28	0.00%	\$3,992.28
	BULLI		\$555.80	0.00%	\$555.80
	BURREN JUNCTION		\$2,573.97	0.00%	\$2,573.97
	CANBERRA		\$1,163.17	0.00%	\$1,163.17
	CHARMHAVEN		\$727.70	0.00%	\$727.70
	COFFS HARBOUR		\$2,154.46	0.00%	\$2,154.46
	CONDOBOLIN		\$1,996.14	0.00%	\$1,996.14
	COOMA		\$1,439.32	0.00%	\$1,439.32
	COONAMBLE		\$2,153.73	0.00%	\$2,153.73
	COORANBONG		\$727.70	0.00%	\$727.70

	COWRA		\$1,512.70	0.00%	\$1,512.70
	CULLERIN RANGE		\$924.52	0.00%	\$924.52
	DUBBO		\$1,804.94	0.00%	\$1,804.94
	FINLAY		\$2,206.26	0.00%	\$2,206.26
	FORBES		\$1,891.08	0.00%	\$1,891.08
	FORSTER		\$1,312.15	0.00%	\$1,312.15
	GALAMBINE		\$1,234.45	0.00%	\$1,234.45
	GERRINGONG		\$777.44	0.00%	\$777.44
	GRIFFTH		\$2,017.15	0.00%	\$2,017.15
	GOSFORD		\$641.75	0.00%	\$641.75
	GOULBURN		\$785.00	0.00%	\$785.00
	GUNDAROO		\$1,110.64	0.00%	\$1,110.64
	GUNDAGAI		\$1,313.25	0.00%	\$1,313.25
	GUNNEDAH		\$1,964.62	0.00%	\$1,964.62
	GUNDY		\$1,365.78	0.00%	\$1,365.78
	INVERELL		\$2,326.35	0.00%	\$2,326.35
	KATOOMBA		\$905.32	0.00%	\$905.32
	KEMPSEY		\$1,943.61	0.00%	\$1,943.61
	KEMPSEY SOUTH		\$1,943.61	0.00%	\$1,943.61
	KULNURA		\$727.70	0.00%	\$727.70
	KURRI KURRI		\$813.64	0.00%	\$813.64
	LEETON		\$2,038.16	0.00%	\$2,038.16
	LISMORE		\$2,784.09	0.00%	\$2,784.09
	LITHGOW		\$876.67	0.00%	\$876.67
	MANILDRA		\$1,449.82	0.00%	\$1,449.82
	MANNERING PARK		\$699.05	0.00%	\$699.05
	MATHESON		\$2,363.85	0.00%	\$2,363.85
	MELBOURNE		\$2,941.68	0.00%	\$2,941.68
	MITTAGONG		\$584.45	0.00%	\$584.45
	MOLONG		\$1,260.72	0.00%	\$1,260.72
	MORRISSET		\$641.75	0.00%	\$641.75
	MOREE		\$2,578.09	0.00%	\$2,578.09
	MOSS VALE		\$641.75	0.00%	\$641.75
	MUDGEE		\$1,220.47	0.00%	\$1,220.47
	MUSWELLBROOK		\$1,134.52	0.00%	\$1,134.52
	MURRUNDI		\$1,692.62	0.00%	\$1,692.62
	NAMBUCCA HEADS		\$2,038.16	0.00%	\$2,038.16
	NELSON BAY		\$991.28	0.00%	\$991.28
	NEWCASTLE		\$813.64	0.00%	\$813.64
	NOWRA		\$876.67	0.00%	\$876.67
	OBERON		\$991.28	0.00%	\$991.28
	ORANGE		\$1,163.17	0.00%	\$1,163.17
	PARKES MINE		\$1,891.08	0.00%	\$1,891.08
	POKOLBIN		\$991.28	0.00%	\$991.28
	PORT KEMBLA		\$641.75	0.00%	\$641.75
	PORT MACQUARIE		\$1,776.28	0.00%	\$1,776.28
	QUIRINDI		\$1,428.81	0.00%	\$1,428.81
	RUTHERFORD		\$991.28	0.00%	\$991.28
	SHELLHARBOUR		\$640.86	0.00%	\$640.86
	SIGLETON		\$905.51	0.00%	\$905.51

SOMERSBY		\$641.75	0.00%	\$641.75
TAREE		\$1,596.50	0.00%	\$1,596.50
TARRACUTA		\$1,617.92	0.00%	\$1,617.92
TAMWORTH		\$1,919.53	0.00%	\$1,919.53
TAYLORS BEACH		\$905.40	0.00%	\$905.40
TEMORA		\$1,659.94	0.00%	\$1,659.94
TOCAL		\$1,040.09	0.00%	\$1,040.09
TOORMINA, COFFS HARBOUR		\$2,132.71	0.00%	\$2,132.71
TORONTO		\$876.67	0.00%	\$876.67
TUGGERAH		\$699.05	0.00%	\$699.05
TUMBARUMBA		\$1,680.96	0.00%	\$1,680.96
TUMUT		\$1,575.90	0.00%	\$1,575.90
ULLADULLA		\$1,048.58	0.00%	\$1,048.58
UNANDERRA		\$613.10	0.00%	\$613.10
URIARRA		\$1,260.72	0.00%	\$1,260.72
VITTORIA		\$1,076.86	0.00%	\$1,076.86
WADE FARQUAR (MURRURANDI)		\$1,809.76	0.00%	\$1,809.76
WAGGA		\$1,690.33	0.00%	\$1,690.33
WELLINGTON		\$1,680.96	0.00%	\$1,680.96
WOLLONGONG		\$613.10	0.00%	\$613.10
WYEE		\$756.34	0.00%	\$756.34
WYONG		\$727.70	0.00%	\$727.70
YASS SOLAR FARM (SPECIAL RATE)		\$1,050.60	0.00%	\$1,050.60
YOUNG		\$1,432.49	0.00%	\$1,432.49

The above Country trip rates are for any new work and also for any existing work that is not listed on page 2 of this document. Any existing customers, which are listed below remain on the rates that are listed beside them. All Country rates now have 2.5 hours accumulative at wharf, customer and empty yard before detention commences at your normal hourly rate.

#### CLIENT SPECIFIC COUNTRY TRIP RATES - SCHEDULE B

Category	Client Name	Rate Payable (Excl. FAF)	Fuel Surcharge	Rate Payable (Incl. FAF)
	DONALDSONS (WYONG)	\$630.36	0.00%	\$630.36
	WALTER FINDLAY (BATHURST)	\$922.51	0.00%	\$922.51
	SPACE FURNITURE MELBOURNE	\$3,151.80	0.00%	\$3,151.80
	SPACE FURNITURE BRISBANE	\$3,361.92	0.00%	\$3,361.92
	HEBEL SOMERSBY	\$551.56	0.00%	\$551.56

The above special rates will remain at 1 hour wharf, 1 hour customer and 30 minutes empty park for the purposes of demurrage calculations.



Annexure B - Seniority List and Vehicle Sale Procedure		
Seniority List		
BAT No.	Name	Rego
B03	George Evangelou	THA552
A96	Ron Stone	XN16EV
E44	Glen Finlay	AV26MA
A99	George Mantzakos	OWENS1
C28	Cuong Nguyen	SIG199
911	Brian Hogarty	AY46GB
12E	Mende Bozinovski	BQ98ZT
K70	Dean Marks	CP49KZ
T62	Robert Michael	BE33LL
E27	George Xenos	QDE916
87Q	Paul Jordon	PJS404
33Q	Paul Konstantinid	TUF560
12F	Vic Gramosli	CL61TA
33P	Ali Madrajat	BY52CW
41R	Robert Catalano	CA17RY
A21	Graham Stone	CP49XW
30E	Damen England	MAD401
56Z	Zianal Khan	CL54NY
77K	Costa Xenos	AT64MH
45A	Dario Fredotovic	CC58CP
11L	Frank Masc	BR78AM
46A	Louie Ribarevski	RIBA
T81	Nick Dimitropoulos	TBIRD1
23T	Ali Mohummed Elneny	CATD12
90A	Mitch Mirce Stojoski	XN91FZ
43A	Denis Xenos	CE49HK
Q69	Phil Jordon	PJ0590
52P	Ravi Ponnann	CL50NY
79T	Yusuf Gozubuyuk	560OZI
O81	Martin Clements	MAR711
99A	Preetpal Grewal	AU75SQ
D64	Renald Sharma	CG15TL
O10	Andy Papvisiliou	CF90CF
62J	George Kulevski	
B49	Alex Filippakis	GIA351
07G	Amil Sukkar	XN13XX
O37	Moez Khan	BR66PT
O13	Dean Mrksic	R560
17G	Rob Rullo	XO33NP
D85	Adrian Wosik	BZ64XX
03N	Bobi Karaguleski	

## Vehicle Sale Procedure

1. The Contract Carrier shall provide notice to the Company of the intention to sell the vehicle regardless of within the fleet or not.
2. The Contract Carrier may advertise the vehicle either internally or externally.
3. If the Contract Carrier finds a prospective buyer, the Contract Carrier and prospective buyer will undertake due diligence on the Contract Carrier's books/accounts.
4. The prospective buyer is then introduced to the Company.
5. The Company shall advise the prospective buyer of its internal processes to enter the fleet. This will include:
  - a. The requirement of any new Contract Carrier to be Dangerous Goods Capable unless otherwise agreed with the Company
  - b. The requirement of the vehicle to be painted/repainted in the Company livery within a time period stipulated by the Company unless otherwise agreed with the Company
6. If and when the results from item 5. (set out immediately above) come back positive, then the Company will undertake due diligence on the prospective buyer.
7. The Company shall advise the approval for sale transaction (or not, if such the case) which shall not be unreasonably withheld.
8. Assuming an approval for sale, the prospective buyer is advised of their satisfactory application and commences training and assessment. This will include:
  - a. The Company Induction process;
  - b. Minimum 1 week training with outgoing Contract Carrier;
  - c. Pre-start assessment with a driver trainer.
9. Training and assessment process shall be developed in consultation with the Yard Advisory Committee and any other relevant persons. Such a process shall not be onerous or unduly limit, delay or hinder the Vehicle Sale Procedure.
10. The Company has the right to reject a prospective buyer at points 5, 6 and 7 of the above processes. In this case, the Company will advise the prospective buyer of the reason for rejection in line with Company Policy and Privacy Act requirements.

## Annexure B - Seniority List and Vehicle Sale Procedure

Seniority List		
BAT No.	Name	Rego
B03	George Evangelou	THA552
A96	Ron Stone	XN16EV
E44	Glen Finlay	AV26MA
A99	George Mantzakos	OWENS1
C28	Cuong Nguyen	SIG199
911	Brian Hogarty	AY46GB
12E	Mende Bozinovski	BQ98ZT
K70	Dean Marks	CP49KZ
T62	Robert Michael	BE33LL
E27	George Xenos	QDE916
87Q	Paul Jordon	PJS404
33Q	Paul Konstantinid	TUF560
12F	Vic Gramosli	CL61TA
33P	Ali Madrajat	BY52CW
41R	Robert Catalano	CA17RY
A21	Graham Stone	CP49XW
30E	Damen England	MAD401
56Z	Zianal Khan	CL54NY
77K	Costa Xenos	AT64MH
45A	Dario Fredotovic	CC58CP
11L	Frank Masc	BR78AM
46A	Louie Ribarevski	RIBA
T81	Nick Dimitropoulos	TBIRD1
23T	Ali Mohummed Elneny	CATD12
90A	Mitch Mirce Stojoski	XN91FZ
43A	Denis Xenos	CE49HK
Q69	Phil Jordon	PJ0590
52P	Ravi Ponnann	CL50NY
79T	Yusuf Gozubuyuk	560OZI
O81	Martin Clements	MAR711
99A	Preetpal Grewal	AU75SQ
D64	Renald Sharma	CG15TL
O10	Andy Papvisiliou	CF90CF
62J	George Kulevski	
B49	Alex Filippakis	GIA351
07G	Amil Sukkar	XN13XX
O37	Moeez Khan	BR66PT
O13	Dean Mrksic	R560
17G	Rob Rullo	XO33NP
D85	Adrian Wosik	BZ64XX
03N	Bobi Karaguleski	