

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA04/5

TITLE: **Wollongong City Council Contract Carriers Agreement**

I.R.C. NO: IRC4/723

DATE APPROVED/COMMENCEMENT: Approved 19 February 2004/Commenced 1 July 2003

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** Replaces CA01/8

GAZETTAL REFERENCE: 30 April 2004

DATE TERMINATED:

NUMBER OF PAGES: 8

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 General Contractor Determination.

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

WOLLONGONG CITY COUNCIL CONTRACT CARRIERS' AGREEMENT

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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 10 December 2003 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 is a commercial agreement which will regulate the terms and conditions of engagement of the Contract Carriers listed in "Attachment 1" and terminates Agreement No.6626 which has been registered with the New South Wales Industrial Relations Commission.

This agreement shall operate on and from the 1 July 2003 and shall remain in force for a period of one (1) year, provided that this Contract shall continue to remain in force beyond one year until it is terminated, replaced or superseded.

4. Statement of Intent

This Agreement recognises that the challenges ahead have increased and intensified since the last agreement.

The New South Wales Government has addressed future directions and those challenges through the “National Competition Policy, NSW Government.”

It is the objective of this commercial agreement to achieve efficient, on-time, cost effective and competitive quality services. This objective will demand principles of best practice to provide an efficient customer oriented service in a commercially competitive environment.

5. Commitment

It is the intention of the parties to this agreement to address the impending challenges by taking a joint approach and establish commitment to:

Carefully manage the process of competitive analysis and market testing.

Manage organisational change through consultation.

People being treated with fairness and equity.

Enhancing engagement prospects through being competitive.

Creating an environment in which contract carriers want to be involved in proving our competitiveness and generating competitive performance.

The process of market testing and competitive analysis needs to be viewed in the context of maintaining and improving occupational health and safety standards and ensuring appropriate rates of pay for services provided.

6. Council's Values

In everything we do, we will always:

Assess our community's needs and respond to them.

Improve the quality of our services.

Be an open and accessible organisation.

Be fair and equitable.

Act with honesty and integrity.

Encourage teamwork and cooperation.

Pursue creativity and innovation.

Ask ourselves, “What is best for Wollongong”.

7. Objectives

The partners to this agreement agree to share Council's vision, mission and goals and agree on the following objectives:

Quality Operation

To demonstrate and prove that the parties to this agreement can provide efficient, on time, cost effective and competitive quality services to our customers and the community.

People

To use our committed, skilled and responsive employees, suppliers and Contract Carriers to provide our quality services on a competitive basis.

Partnership

To develop and maintain a partnership between management, employees, the unions and suppliers, including Contract Carriers, as the key to proving the competitiveness of Council's services and optimising employment security.

Benefits

To provide benefits to the customers, community, employees and suppliers including contract carriers.

8. Engagement

8.1 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.

Have undergone Council's induction training program.

Have undergone OH&S training.

Have provided proof of identity.

Have furnished an ABN issued by the ATO.

Have furnished proof of registration for GST with the ATO.

Have furnished two employment references.

8.2 Further, they will ensure that lorries 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.

Have fitted a two-way tail gate, Pintal combination towing hitch, flashing turret light and identification number.

Displaying a Wollongong City Council logo.

- 8.3 Work shall be offered, if and when it becomes available, to Contract Carriers in the order in which they appear on the 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.
- 8.4 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.
- 8.5 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.
- 8.6 The total number of contract carriers to be retained on the priority list is ten (10), which is the number listed at the date of this agreement being signed. 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.
- 8.7 In the event of a vacancy, Council shall advise the TWU if a replacement Contract Carrier is required. TWU will provide a list of contract carriers available from which a replacement will be selected by Wollongong City Council.
- 8.8 This agreement is restricted to the engagement of those Contract Carriers listed in Attachment 1 – Contract Carriers Priority List.
- 8.9 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 9 tonnes and above.
- 8.10 Contract Carriers engaged on a work site during normal work hours will be given preference of engagement over other contract carriers on that site work for any inclusive after normal work hours work regardless of their contract carrier priority listing.

9. General Conditions

- 9.1 Appearance, general condition and mechanical condition of vehicles will be maintained to a standard acceptable to Wollongong City Council and the Transport Workers' Union.
- 9.2 Hire time will be discontinued in the event of vehicle breakdown.
- 9.3 Council may conduct a review of the truck, driver and general success of the hire, including OH&S, quality and environmental performance, in order to determine whether the Contract Carrier should remain on the list for hiring by the Council. The driver will be given a copy of all written comments and may respond within fourteen (14) days to any report with which he does not agree.
- 9.4 Drivers must ensure that the appropriate RTA and statutory licences are held 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.

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 hours hire, at the normal truck and labour hire rate. Acceptance of the four 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. Hours of Engagement

- 11.1 Contract Carriers will be available for engagement between the hours of 6.00 am and 6.00 pm, daily paid at a rate of single time at the flat hourly rate.
- 11.2 The normal hours of engagement on a Council roster day shall be paid at a rate of single time at the flat hourly rate.
- 11.3 If the contract carrier is engaged outside the hours of engagement, as provided in Clause 11.1, then the contract carrier will be paid at the rates set out in Clause 12.

12. Rates for Hours Outside the Hours of Engagement

- 12.1 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.
- 12.2 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.
- 12.3 A Contract Carrier invited to work on a Sunday shall be paid a minimum of four hours at the normal truck and entitlement rates and the normal labour rate at double time.
- 12.4 A Contract Carrier recalled by Council after being hired during the hours of engagement as provided in Clause 11 shall receive a minimum of four hours hire at the normal truck and entitlement rates plus the appropriate penalty labour rate.
- 12.5 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.

13. Public Holidays

All proclaimed or gazetted public holidays are observed under this Agreement.

14. Payments for Hires

- 14.1 Contract Carriers will need to provide Council with proof of registration with the ATO for GST and supply their ABN.
- 14.2 Contract Carriers will be required to sign a Recipient Created Tax Invoice Agreement with Council.
- 14.3 Contract Carriers will be required to submit a Daily Hire Timesheet, signed by the authorised Council officer.
- 14.4 Payments, by electronic funds transfer, for Contract Carrier hire will be made fortnightly by a Recipient Created Tax Invoice including GST and ABN details.

15. Grievance Procedure

- 15.1 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.
- 15.2 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 Operations Manager - Plant, Workshops & Supply.
- 15.3 In the event of failure to resolve the matter, then it shall be the subject of discussions between the TWU Organiser and the Manager Engineering Services.
- 15.4 Should the matter still remain unresolved, the Secretary of the TWU or his nominee will confer with the General Manager.
- 15.5 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission for determination.
- 15.6 All work shall continue normally while these negotiations are taking place.

16. 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.

17. Union Delegate

A Contract Carrier appointed as TWU delegate shall, upon notification thereof to the Council's Operations Manager - Plant Workshops & Supply by the Secretary of the Union, be recognised as the accredited representative of the Union.

18. All Inclusive Hire Rates

- 18.1 A flat hourly rate will apply for the purposes of this agreement. These rates incorporate payment for all conditions, allowances, public holidays, etc, under "Entitlements" in Attachment 2.
- 18.2 The only exception to Clause 18.1 is the payment of "Meal Allowances" to Contract Carriers in the event of work outside normal hours which is not included in the "Entitlement Rate" and Clauses 19 and 20. Meal allowances will be paid to Contract Carriers under the same conditions that apply to the coverage of employees of Council.

19. Workers' Compensation

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

20. Superannuation

The superannuation guarantee levy (currently 8% 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.

21. Organisational Change

- 21.1 In the event that the Council does not require the services of the Contract Carriers due to either business conditions or reorganisation, the Contract Carriers will be removed from the hiring list in order of those with the least amount of service with the Council.
- 21.2 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.

SIGNED for and on behalf of
The Council of the City of Wollongong _____

In the presence of: _____

SIGNED for and on behalf of
The Transport Workers' Union
Of Australia (New SouthWales Branch): _____

In the presence of: _____

ATTACHMENT – 1 – CONTRACT CARRIER LIST

As at 1 July 2003

TruckPriority	Truck	Driver	Address	PhoneNo.
1	1985 Scania UTV 229	Len Hartley	Mr L Hartley 368 Princes Highway DAPTO 2530	4261 6119 0414 616 119 5007
2	1995Ford UAD 105	Geoff Hills	G P & K A Hills 61 Chillawong Crescent BLACKBUTT 2529	4297 2603 0413 360 871 5010
3	1991 Volvo VJH 578	Murray Phillips	M J & M E Phillips Bobcat Services 6 William James Drive MT KEMBLA 2526	4271 4619 0418 604 299 5011
4	1985Volvo QEH 602	Don Reilly	D J Reilly Pty Ltd 23 Lawson Street FAIRY MEADOW 2519	4284 8408 018 603 568 5017
5	1985Volvo RN 197	Rod Neilson	R & T Neilson 103 Bridge Street CONISTON 2500	4229 1376 018 426 066 5018
6	1981 Leader PXN 608	Cliff Pitt	Mr C Pitt 129 Laver Road DAPTO 2530	4261 5382 0408 603 268 5020
7	1973 Inter UHS 635	Peter Murdzevski	P & D Murdzevski Karina Place BALARANG 2529	4296 6331 0418 277 679 5023
8	1988 Mack UVP 237	Mick James	Lucmic Pty Ltd 39 Ramah Avenue MT PLEASANT 2519	4284 2268 0418 842 268

ATTACHMENT 2 - TRUCK HIRE AND LABOUR HOURLY RATES

Labour

	3% from 1/7/00 \$	3% from 1/7/01 \$	4% from 1/7/02 \$	3% from 1/7/03 \$
Labour	13.21	13.61	14.15	14.57
Entitlements	3.19	3.29	3.42	3.52
Labour Total- Normal Time	16.40	16.89	17.57	18.09
Labour Total- Penalty Time and One Half	23.01	23.70	24.64	25.38
Labour Total – Penalty Double Time	29.61	30.50	31.72	32.67

12 Tonne Truck (incl. GST)

	From 1/7/00 \$	From 1/7/01 \$	From 1/7/02 \$	From 1/7/03 \$
Truck	41.49	41.49	41.49	41.49
Truck incl 10% GST Truck – Penalty Time & One Half	45.64	45.64	45.64	45.64
Truck – Penalty Double Time	45.64	45.64	45.64	45.64

Total (labour + truck hire)

	From 1/7/00 \$	From 1/7/01 \$	From 1/7/02 \$	From 1/7/03 \$
Total – Normal Time	62.04	62.53	63.12	63.73
Total – Penalty Time and One Half	68.65	69.34	70.28	71.02
Total – Penalty Double Time	75.25	76.14	77.36	78.31

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 _____