

REGISTER OF
CONTRACT AGREEMENTS

CONTRACT AGREEMENT NO: CA98/2

TITLE: Transport Workers' Union of Australia, New South Wales Branch and Sterlands Pty Limited Contract Agreement

I.R.C. NO: 97/6702

DATE APPROVED/COMMENCEMENT: 10 December 1997

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Contract Carriers for goods delivered or collected in areas from Gosford to Sydney Metropolitan areas, Central Coast, Newcastle and Hunter Valley and from the Minto site and such other areas as may be agreed

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



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Agreement No.

AGREEMENT MADE BETWEEN THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH AND STERLANDS PTY LIMITED A.C.N. 003 586 276 FOR CONTRACTS OF CARRIAGE PURSUANT TO SECTION 324 OF THE INDUSTRIAL RELATIONS ACT 1996.

Filed with the Industrial Registrar

1997

BY THIS AGREEMENT made this _____ day of _____ 1997 BETWEEN THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH, a registered association of Contract Carriers ("the Union"), of the first part and STERLANDS PTY LIMITED A.C.N. 003 586 276 a company duly incorporated and having its registered office at 28 Pacific Highway West Gosford in the State of New South Wales ("the Principal Contractor"), of the other part, IT IS AGREED that the following shall be the conditions applicable to all Contracts of Carriage which are performed by members of the Union who are engaged by the Principal Contractor to make deliveries and collections to Areas as depicted in the maps annexed hereto and such other areas as may be agreed from time to time.

DEFINITIONS

"The Act" shall mean the Industrial Relations Act, 1996.

"Contracts of Carriage" shall be as defined in the Act.

"Association of Contract Carriers" shall be as defined in the Act.

"Principal Contractor" shall be as defined in the Act.

A "Contract Carrier" shall mean a member of the Union who is engaged to perform a "Contract of Carriage" within the scope of this agreement.

"The Determination" shall mean the Transport Industry General Carriers Contract Determination.

In this agreement unless the context otherwise requires:

- (i) a reference to any party to this agreement includes a party's successors and permitted assigns, employees, agents, directors and other officers and any related body corporate and subsidiary;
- (ii) headings are for convenience only and do not affect interpretation;
- (iii) the singular includes all genders; where a word or phrase is defined its other grammatical forms have a corresponding meaning;



1. DUTIES AND RESPONSIBILITIES OF THE CONTRACT CARRIER

- (i) The Contract Carrier agrees under the terms of this agreement to cause to transport a load or loads (other than by passengers) by means of a motor vehicle in the course of a business of transporting loads of that kind by motor vehicle as requested from time to time by the Principal Contractor.
- (ii) In respect of any individual request by the Principal Contractor for the contractor to carry any particular load or loads ("job"), the Contract Carrier shall perform the job required to produce the result specified by the Principal Contractor in respect of the job within the time period specified by the Principal Contractor for performance of the job.
- (iii) The Contract Carrier shall be primarily responsible for the performance of allocated jobs and may on a relief basis only, employ personnel to do so. Such personnel shall be sufficient and qualified to work at the Contract Carriers' direction to perform each job. The Contract Carrier shall not engage or use the services of a driver for the vehicle unless the Contract Carrier has consulted with the Principle Contractor in relation to the suitability of the relief personnel
- (iv) The Contract Carrier shall carry out any job expeditiously and in accordance with the Principal Contractors' delivery program and in a proper and skilful manner to the reasonable satisfaction of the Principal Contractor; and in such a manner as will not be detrimental to the business and goodwill of the Principal Contractor.
- (v) The Contract Carrier shall carry out all jobs with due regard for the safety of himself, or his relief employees and any other works on site, and further undertakes to notify the Principal Contractor within one (1) hour of arriving at the site of any apparent hazard or activity which renders the work environment unsafe.
- (vi) Any relief employees of the Contract Carrier shall be employed in accordance with the provisions of appropriate awards, determination and legislation. The Contract Carrier shall ensure that the substitute driver does not committ misconduct or fail to comply with the provisions of the agreement. In such cases of misconduct or breach of the agreement the provisions of Clause 4, Disputes Procedure shall apply.
- (vii) Contract Carriers must hold all licences essential to the job.e.g. drivers, crane, forklift. The Contract Carrier is responsible for obtaining any licences necessary to the operation of their vehicle. The Principal contractor will pay for any licences ancillary to the operation of the vehicle, which are necessary to perform other tasks required by the Principal Contractor.
- (viii) Contract Carriers must attend during their own time, but at a time to be agreed, a Safety Training Course. The training will be provided at no charge by the Principal Contractor.



The Principal Contractor agrees to pay the casual hiring rate as per the Transport Industry State Award to the Contract Carrier if workloads require the Contract Carrier to operate his vehicle with a relief driver whilst the Contract Carrier attends such courses as already mentioned in this clause.

- (ix) The Contract Carrier is responsible for personal accident insurance and for compulsory insurance under any applicable workers compensation legislation for the contractors' workers and such insurance will be valid before undertaking any job and remain valid throughout the period that the Contract Carrier is engaged for the job.
- (x) The Contract Carrier is responsible for full comprehensive insurance for his, or if incorporated, for the Contract Carrier's motor vehicle.
- (xi) The Contract Carrier shall effect and maintain throughout the period it is carrying out the job or jobs, insurance cover of not less than five (5) million dollars covering liability to any third party for bodily injury illness or death or loss or damage to property arising from any act or omission relating to any job.
- (xii) All insurance except workers compensation required to be taken out by the Contract Carrier shall list the Principal Contractor as co insured and shall be with an insurance company, for amount and in a form satisfactory to the Principal Contractor. Such approval cannot be unreasonably withheld by the Principal Contractor.
- (xiii) The Contract Carrier shall provide at the request of the Principal Contractor evidence of the currency of his insurance cover and keep the Principal Contractor fully informed of any claims against the insurance affecting the Principal Contractor.
- (xiv) The Contract Carrier shall not do or knowingly permit to be done anything which would in any way vitiate any insurance policy required pursuant to this agreement.

(xv) The Contract Carrier shall indemnify and keep indemnified the Principal Contractor and its officers, agents and employees (collectively the "Indemnities") against all claims, demands, losses costs, liabilities and expenses arising out of injury to or death of any person (including the Indemnities, the Contract Carrier and the officers, agents and employees of the Contract Carrier) and damage to or destruction of any property (including the property of the Principal Contractor, the indemnities, the Contract Carrier and the agents and employees of the Contract Carrier) caused directly or indirectly by the performance of the job or the presence of the Contract Carrier on or about the Principal Contractor's premises excepting where the injury, death, damage or destruction is the result of the negligence of the Principal Contractor or the indemnities.

(xvi) The Contract Carrier shall be bound by the obligations imposed by the Contract Carrier by Part VI Division 3A of the Income Tax Assessment Act.



2. OBLIGATIONS OF THE PRINCIPAL CONTRACTOR

- (i) The Principal Contractor shall from time to time provide to the Contract Carrier trailer/s for some of the jobs and the Principal Contractor shall take out appropriate insurance with respect any trailer/s which it elects to provide to the Contract Carrier. The Principal Contractor shall not provide the Contract Carrier with a trailer which is not covered by the appropriate insurance.
- (ii) The Contract Carrier shall be an independent contractor engaged by the Principal Contractor. The Contract Carrier shall not and will not be a partner or employee of the Principal contractor.

3. RATES OF REMUNERATION

- (i) The rates of remuneration provided for in Appendix A, schedule 1,2,and 3 to this Agreement shall be paid for all Contracts of Carriage performed pursuant to this Agreement.
- (ii) The rates of remuneration set out in Appendix A, Schedules 1 and 3 are subject to revision with the variation to the Contract determination on 1st January and 1st July each year

Schedule 2 does not become due for its first revision until 1st July 1997. After 1st July 1997 these rates will be subject to revision with the variation to the Contract determination on 1st January and 1st July each year there after.

The rates shall be increased by the same percentage as the increase in the "all up" rate based on 25000 kilometres per year in Scale C for a single axle Prime Mover as set out in the determination or its successor.

- (iii) Where an interim adjustment is made to the Determination pursuant to Clause 8 of Schedule 2 of the Determination, such interim adjustment shall be passed on to the rates of remuneration in Appendix A. Such interim adjustment shall become effective one (1) month after the date that the interim adjustment has been made to the Determination.
- (iv) Payment of the rates prescribed by this Agreement shall in the absence of unavoidable or unforeseen circumstances be made weekly for jobs completed within that week.
- (v) The Principal Contractor shall give all Contract Carriers equal opportunity to maximise their earnings.
- (vi) All parties to this Agreement retain the right to enter into discussions on the system of rates of remuneration if significant changes in business conditions or productivity occur.



4. DISPUTE PROCEDURE

- (i) In the event of a dispute, the Contract Carrier, ~~Union delegates and a~~ representative of the Principal Contractor shall attempt to resolve the dispute by discussion on the site.
- (ii) In the event of failure to resolve the dispute, by the above procedure, an organiser, the State Secretary of the Union or his nominee shall take part in further discussions with representatives of the Principal Contractor in order to settle the dispute.
- (iii) If the dispute shall remain unresolved, the Principal Contractor or the Union may notify the dispute to the Industrial Registrar in accordance with the Act.
- (iv) Work shall continue normally during any proceedings which are being processed in good faith by the parties hereto, pursuant to the Act.

5. TERMINATION AND DISCIPLINARY PROCEDURES

- (i) The Principal Contractor shall not terminate the engagement of any Contract Carrier for other than serious and wilful misconduct without first having exhausted the disputes procedure outlined in Clause 4 of this Agreement.
- (ii) Existing custom and practice relating to internal disciplinary procedures carried out by the Contract Carriers shall continue.
- (iii) The engagement between the Principal Contractor and any Contract Carrier may be terminated by one month's notice in writing by either party.

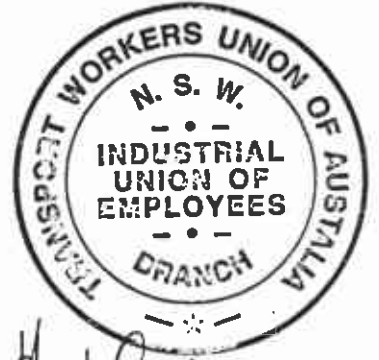
6. AREA INCIDENCE AND DURATION

- (I) This Agreement applies to all Contracts of Carriage (whether such Contracts are entered into before or after the due date hereof) made between the Principal Contractor and Contract Carriers for goods delivered or collected in Areas as depicted in the maps annexed hereto, and such other areas as may be agreed from time to time.
- (ii) This Agreement is binding on the parties to the Agreement for a period of five (5) years. It shall operate from the date of Registration. *see attached.*



EXECUTED as an agreement on the date set out in the commencement of this agreement.

SIGNED for and on behalf of the]
TRANSPORT WORKERS' UNION OF AUSTRALIA]
NEW SOUTH WALES BRANCH by]
in the presence of:



Alice Hutchins

R.E. Galvin Q.P.

Signature of Witness
Rosemary Elaine Galvin
Justice of The Peace

Name of Witness
388-390 Sussex St. Sydney

Address of Witness



THE COMMON SEAL of]
STERLANDS PTY LIMITED]
was affixed in accordance with its]
articles of association in the presence of:]



J.M.
Director / Secretary
John Yank

Name of Director / Secretary
(BLOCK LETTERS)

A.S.
Director
John A. Simon

Name of Director
(BLOCK LETTERS)

APPENDIX A

- (a) From Gosford to deliver to Sydney Metropolitan area, the rates which shall apply to these deliveries are set out in Schedule 1 of this agreement. The rates are calculated by the zoning structure from yard to point of delivery.
- (b) From Gosford to deliver to Central Coast, Newcastle and Hunter Valley the rates which shall apply to these deliveries are set out in Schedule 2 of this agreement. The rates are calculated in the zoning structure from yard to point of delivery.
- (c) For deliveries from Sterlands Minto site are set out in the zoning structure from Minto yard to point of delivery in Schedule 3.
- (d) Excess Distance

Journeys beyond the extremity of the areas from either Gosford or Minto will be rated at \$2.53 loaded kilometre.



WAITING TIME

Any waiting time incurred whilst the contract carrier is adhering to the principal contractor's instructions over one (1) hour at point of loading and at point of unloading is paid at \$40.54 per hour.

All rates in Schedules 1, 2 and 3 include an allowance 1.00hrs loading / 1.00hrs unloading.

WIDE LOAD

Any load which exceeds 2.5 metres in width and 12.5 metres in length is paid at a rate of \$40.54 per load and any load which exceeds 13.2 metres in length transported on an extendable trailer is paid at the rate of \$68.00 per load in addition to \$40.54 surcharge.

EXTRA DELIVERIES

The Contract Carrier may perform extra deliveries if mutually agreed between the Contract Carrier and the Principal Contractor at a rate of pay agreed to by the Contract Carrier and the Principal Contractor.

BACKLOADING

Backloading may be performed by the Contract Carrier on the proviso that the load to be delivered is within reasonable proximity to the Contract Carriers home base yard.

Backloading will only be performed when there is a mutual agreement between the Contract Carrier and the Principal Contractor. Payments for backloading will be 75% of the scheduled rate applicable.

SUB CONTRACTOR CHARGES

EFFECTIVE 01 SEPTEMBER 1996

Ex Gosford to Sydney Schedule 1

70klm - \$177	120klm - \$303
80klm - \$202	130klm - \$328
90klm - \$227	140klm - \$354
100klm - \$253	150klm - \$379
110klm - \$278	160klm - \$404



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STERLANDS/SUB-CONTRACTOR DELIVERY CHARGES EX GOSFORD TO
SYDNEY - SCHEDULE 1.





Ex Gosford to Central Coast/Newcastle/Hunter Valley **Schedule 2**

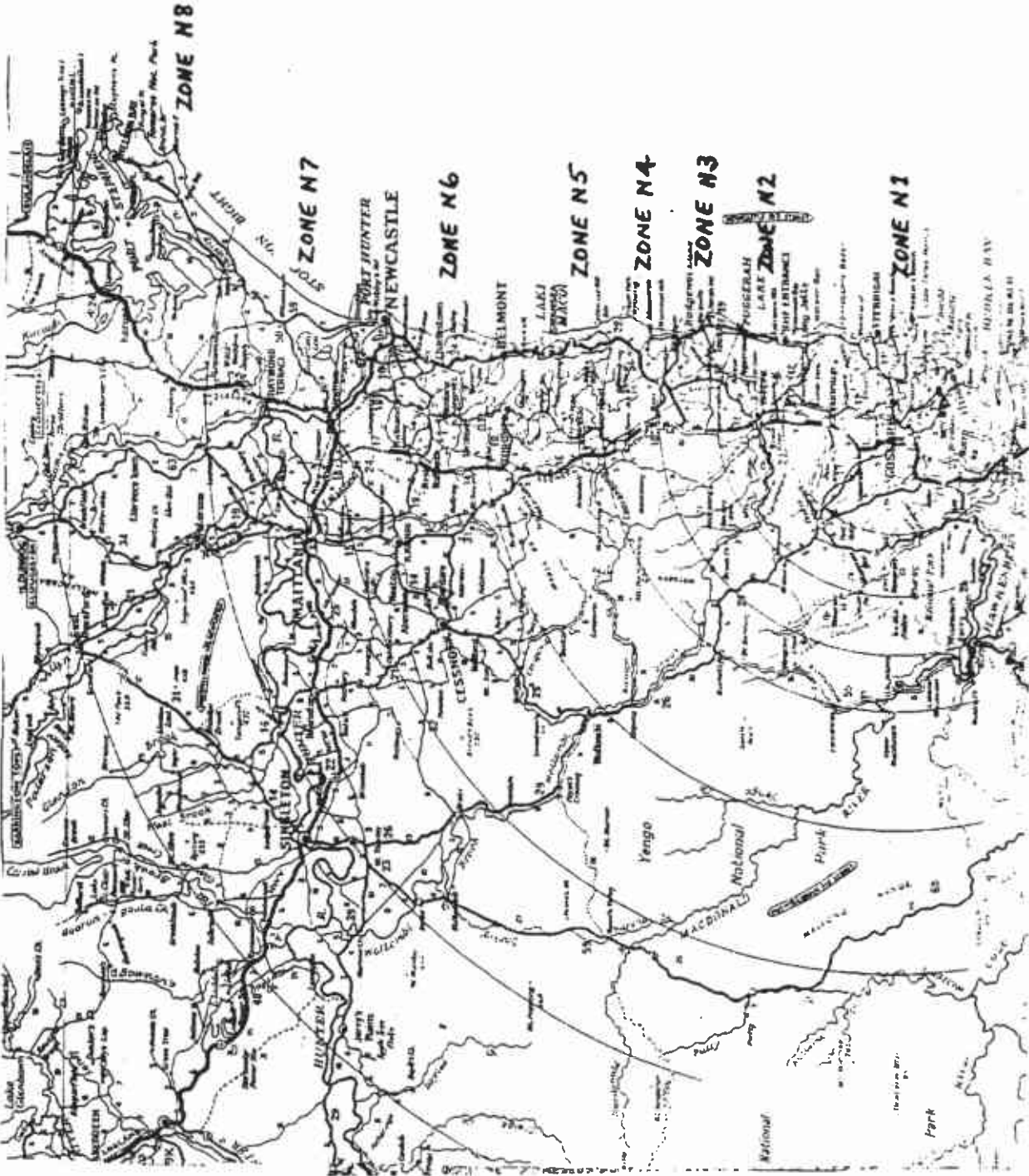
Zone N1	Area 1 - \$90	Zone N5	Area 5 - \$190
Zone N2	Area 2 - \$115	Zone N6	Area 6 - \$245
Zone N3	Area 3 - \$135	Zone N7	Area 7 - \$310
Zone N4	Area 4 - \$170	Zone N8	Area 8 - \$390

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STERLANDS

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STERLANDS/SUB-CONTRACTOR DELIVERY CHARGES EX GOSFORD TO
CENTRAL COAST/NEWCASTLE/HUNTER VALLEY - SCHEDULE 2.



Ex Minto

Schedule 3

Zone S1	Area 1 - \$122	Zone S4	Area 4 - \$307
Zone S2	Area 2 - \$184	Zone S5	Area 5 - \$362
Zone S3	Area 3 - \$245	Zone S6	Area 6 - \$426

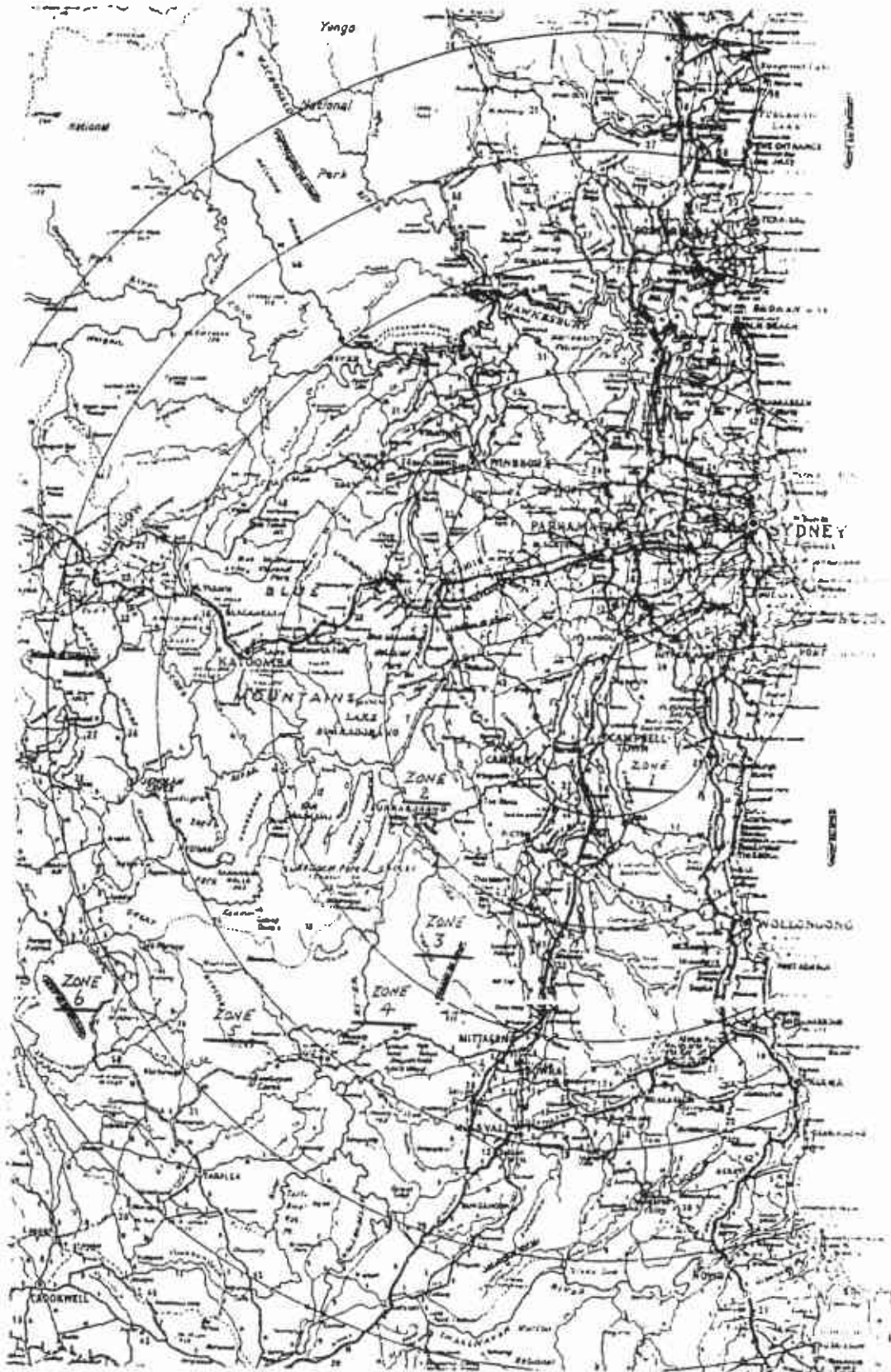


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STEP 1/1

05

STERLANDS/SUB-CONTRACTOR DELIVERY CHARGES EX MINTO - SCHEDULE 1.





Industrial Registry

Secretary
Transport Workers' Union of Australia,
New South Wales Branch
388-390 Sussex Street
Sydney NSW 2000

Registry of the Industrial Relations
Commission of New South Wales

50 Phillip Street
Sydney, N.S.W. 2000

Address reply to: Industrial Registrar
Box 3670, G.P.O., Sydney N.S.W. 2001
FAX: 9258-0058
DX: 874

Ext 0037, 0019 or 0022
Fax 9258 0050

Our reference:

Your reference:

ADL

Telephone: (02) 9258-0000



7 April 1998

IRC 97/6702 - Contract Agreement between TWU & Sterlands - 10.12.97

IN THE MATTER of the *Industrial Relations Act 1996*.

Please be advised that the nominal term of the Agreement made between the Transport Workers' Union of Australia, New South Wales Branch and Sterlands Pty Limited A.C.N. 003 586 276 of 28 Pacific Highway West Gosford, New South Wales for Contract of Carriage has been amended. The Agreement will operate for a period of 3 years pursuant to section 328(2) of the Industrial Relations Act 1996.

Subclause (ii) of clause 6, Area, Incidence and Duration, of the said Agreement is amended to read as follows:

- (ii) This Agreement is binding on the parties to the Agreement for a period of three years. It shall operate from 10 December 1997.

Should you require further information please call this office on telephone 9258 0030.

Yours faithfully

A. de Laroche

for Industrial Registrar



Industrial Registry

Attention Mr Lewis
Sterlands Pty Limited
c/- Timber Trade Industrial Association
13 - 29 Nichols Street
Surry Hills NSW 2010

Registry of the Industrial Relations
Commission of New South Wales

50 Phillip Street
Sydney, N.S.W. 2000

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Should you require further information please call this office on telephone 9258 0030.

Yours faithfully

for A. de Loroche
Industrial Registrar



Industrial Registry

Attention Mr Young, Manager
Sterlands Pty Limited
28 Pacific Highway
West Gosford 2250



Registry of the Industrial Relations
Commission of New South Wales

50 Phillip Street
Sydney, N.S.W. 2000

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for *A. de Laroché*
Industrial Registrar