

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA01/5

**TITLE: Mayne Logistics Network (Sydney) Contract Agreement
2001**

I.R.C. NO: 2001/3150

DATE APPROVED/COMMENCEMENT: 13 JUNE 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New. Replaces CA99/11**

GAZETTAL REFERENCE: 29 JUNE 2001

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under Transport Industry - General Carriers Contract Determination located at Erskineville, Silverwater and Bankstown airport depots year 2001

PARTIES: Mayne Logistics -&- Transport Workers' Union of Australia, New South Wales Branch



MAYNE LOGISTICS NETWORK (SYDNEY) CONTRACT AGREEMENT 2001

INDUSTRIAL AGREEMENT

BETWEEN

MAYNE NICKLESS LTD trading as
MAYNE LOGISTICS NETWORK

ABN 56 004 073 410



AND

THE NEW SOUTH WALES BRANCH OF THE
TRANSPORT WORKERS UNION OF AUSTRALIA

CONTRACT CARRIERS AGREEMENT
ERSKINEVILLE, SILVERWATER AND BANKSTOWN AIRPORT DEPOTS
YEAR 2001

PURSUANT TO SECTION 322 OF THE NEW SOUTH WALES
INDUSTRIAL RELATIONS ACT 1996

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NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

The Contract Carriers shall mean any person not being a common Carrier who supplies and drives their own vehicle under sub-Contract to the Principal Contractor engaged in accordance with this Agreement for the carriage of goods in a transport operation and who does not employ another driver on a full time basis. Being under verbal or written agreement he/she must devote him/herself in a permanent capacity to the operational requirements of the Principal Contractor.

For the purpose of this agreement the following terms shall bear meaning:

THE ACT shall mean the New South Wales Industrial Relations Act, 1996 (as amended)

CONTRACT CARRIER shall mean Contract Carrier as defined in the Act.

CONTRACT OF CARRIAGE shall be as defined under the Act.

PRINCIPAL CONTRACTOR shall mean Principal Contractor as defined in the Act.

UNION shall mean the Transport Workers Union of Australia, New South Wales Branch.

TRANSPORT SERVICES shall include: Driving, Use of Electronic Data Terminals, Delivering/pick-ups, *any Scanners*, Collecting, Marking and Stickers of freight, Handling, Loading and Unloading of his/her vehicle.

PICK-UPS shall mean: the collection of freight from a customer of Mayne Logistics Network regardless of the number of individual journeys between the Contract Carrier's vehicle and the premise of the customer of Mayne Logistics Network.

DRIVER REPRESENTATIVE shall mean, but not limited to a duly elected Yard delegate.

SINGULAR means in this Agreement - unless a contrary intention appears words incorporating the singular number shall include the plural number and vice versa.

ALTERNATIVE GENDER means in this Agreement - unless a contrary intention appears words purporting the Masculine gender shall include the female gender also and vice versa.

2. Appointment of Contract Carrier

The Principal Contractor hereby engages the Contract Carrier(s) and the Contract Carrier(s) hereby accept the engagement for the provision of Transport Services in accordance with the terms and conditions of this Agreement and the Transport Industry General Carriers Contract Determination, as applicable. Provided, this Agreement will apply in lieu of the Determination to the extent of any inconsistency.



3. Remuneration

Contract Carriers engaged in accordance with this agreement shall be remunerated in accordance with Attachment III of this Agreement, which includes all-inclusive rates contained herein, Contract Carriers will be solely responsible for superannuation payments.

4. Conditions of Carriage

The Principal Contractor's Conditions of Carriage printed on the back of the consignment note will apply to Contract Carriers as written, excepting in the case of proven negligence or dishonesty of the Contract Carrier.

5. Terms of Engagement

Contract Carriers who were engaged prior to the commencement of this Agreement continue engagement subject to the terms and conditions of this Agreement.

6. Responsibilities of the Contract Carrier

- (i) The Contract Carrier to be available for engagement on all days not declared as public holidays between Monday and Friday inclusive and to be licensed to drive the class of vehicle he/she is required to operate.

Where customer needs or market demands necessitate weekend work, then subject to consultation with Contract Carrier(s), runs will be arranged to service such needs or demands.

- (ii) Contract Carriers will be called on periodically to show or to produce copies of a current NSW drivers licence and to wear ID badges on their uniforms when performing a service for and on behalf of the Principal Contractor. Any loss of licence or ID Badge is to be communicated in writing to the Principal Contractor.
- (iii) The Contract Carrier is to notify immediately the Principal Contractor of the Contract Carriers inability to perform Contracts of carriage on any day.
- (iv) The Contract Carrier shall observe run requirements as set by the Principal Contractor.
- (v) During the course of delivery and/or picking up of goods, the Contract Carrier's vehicle shall be kept in a secure/locked condition at all times and the vehicle shall be at all times weather proofed.
- (vi) On returning to the depot, the Contract Carrier shall unload his/her vehicle and place the freight in the appropriate location as requested by the Principal

Contractor where practicable. All connote freight must display a B-sticker by service type as required by the Principal Contractor (eg; multiple consignments at loading, delivery or pick-up points).

- (vii) The Contract Carrier shall acknowledge that all consignees and consignors served at all times are clients of the Principal Contractor and accordingly, not undertake any Contract of carriage with another Principal Contractor whilst engaged by the Principal Contractor performing Transport Services.
- (viii) The Contract Carrier must not pick up Dangerous Goods that don't comply with legislation (as amended) and/or is poorly packaged.
- (ix) All freight that the *Principal Contractor/Contract Carrier* considers *valuable* will be treated in a secure manner, ie. These goods must be brought to the attention of the Principal Contractor representative on duty.
- (x) The Contract Carrier shall not carry any animals or unauthorised passengers in the vehicle without the authorisation of the Principal Contractor whilst undertaking Contracts of carriage for the Principal Contractor.
- (xi) The Contract Carrier must carry adequate equipment, for example, *Personal Palm-top Terminal (PPT) etc.*, Overnight Express and Premium Road stickers, B-stickers, trolley, connote books and a current street directory, relevant stationery/equipment, necessary to adhere to policy issued by the Principal Contractor from time-to-time.
- (xii) The Contract Carrier is to ensure that all paperwork *or the like* is handed in on the completion of work on a daily basis, for example, POD capture sheets or like documents, connotes, B-sticker discrepancy form and permanent customer maintenance form, etc.
- The Contract Carrier is to ensure that all paper work *or the like* is completed accurately and has been prepared based on *the iTrak system*, and/or actual *connote/item weight*, manifest, actual PRS bag numbers, accurate cubic *measurement* to substantiate the cubic measurement claim and will be subject to scrutiny where required. The Contract Carrier is responsible for claiming for pick-ups *and/or deliveries* actually performed only, (See also subclause (xxiii) of this clause).
- (xiii) The Contract Carrier is required to ensure all consignments are scanned/hoppered before leaving the depot. In the event of a consignment not displaying a bar code or for whatever reason is not able to be barcoded the Contract Carrier shall *attach a B-sticker as applicable*.
- (xiv) As a back-up manual system for an *iTrak system failure*, the following details must be completed on relevant documents before leaving the depot and a duplicate copy left in an appropriate place for customer service enquires:
- Sending-state
 - Full Connote number (alpha/numeric) where in depot scanning is not available.

- Number of parcels
- Receivers full name and suburb
- Bulk weight
- Date
- Run Number

In addition, each Contract Carrier is required to ensure as a minimum that the following information appears on all manual paperwork.

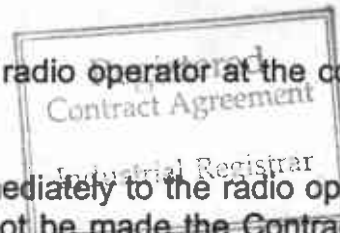
- Date
- Run Number
- Signature, surname or "authority to leave number"
- Time
- *Overnight Express sticker (as applicable)*
- *Premium road consigning sticker (as applicable)*
- *Card left*
- *Change of address*

All back-up manual systems paperwork will be completed as appropriate (eg; delivery or pick-up point) as required by the Principal Contractor.

- (xv) The Contract Carrier is to check potential query freight before leaving the depot. If queries arise on the Contract Carriers run the Contract Carrier(s) must contact the radio operator and provide details in an effort to find a correct address or answer a query.
- (xvi) Where freight is returned to the depot the Contract Carrier must follow "Returned to Depot" freight procedure as amended from time to time. The card left system must apply to returned freight *and the unable to deliver sticker will be applied to the undelivered consignment and full details completed, as required by the Principal Contractor.*
- (xvii) Non-delivered freight must be reported to the radio operator at the completion of the Contract Carriers delivery run.

Known missed pick-ups must be reported immediately to the radio operator for appropriate action. In the event contact cannot be made the Contract Carrier will advise the Principal Contractor by the completion of the pick up run.

- (xviii) The Contract Carrier will ensure that the *delivery and permanent pick-up data base/ sheet is updated regularly*. The Principal Contractor will supply a copy of such sheets to the Contract Carrier and the Contract Carrier will within 48 hours update and return such updated information to the Principal Contractor.
- (xix) The Contract Carrier will comply with all special delivery instructions, where practicable. If for any reason the Contract Carrier is unable to do so the Contract Carrier must bring this to the attention of the Principal Contractor representative before leaving the depot. The onus will be on the Contract Carrier to justify why special delivery instructions cannot be complied with.



(xx) The Contract Carrier will be responsible to complete all deliveries and pick-ups allocated to him/her by the Principal Contractor and shall deliver and/or pick up to or from all areas of the customers premises (within a geographical area or designated run), unless otherwise authorised by the Principal Contractor or Duty Supervisors. The onus is on the Contract Carrier to service the customer.

(xxi) The Contract Carrier shall at all times observe the departure time from depot as requested by the Principal Contractor. A Contract Carrier may be required by the Principal Contractor to return all freight to the depot to be available for linehaul movements by a set time such as, but not limited to (eg: 6:45pm).

Failure to meet depot arrival times may result in the Principal Contractor reviewing such runs to compliment linehaul departure times.

(xxii) The Contract Carrier is to ensure no deliveries or pick-ups allocated to the Contract Carrier by the Principal Contractor are unloaded or off loaded without regard to the security and well being of that freight. This includes the practise of leaving freight in a prearranged place for a second Contract Carrier to later collect, unless authorised by the Principal Contractor or Duty Supervisor.

(xxiii) Under no circumstances shall a Contract Carrier claim payment for pick-ups and deliveries done by another Contract Carrier without the prior written consent of the Principal Contractor. The Principal Contractor reserves the right to withdraw such consent on the basis of customer or business needs. One off circumstances from time to time will be acceptable as part of servicing a client for unexpected circumstances.

(xxiv) Contract Carriers are to be contactable for customer service enquiries.

(xxv) Subject to consultation with a Contract Carrier representative, Contract Carrier(s) will comply with all new technology requirements (eg Driver manual, memo's etc) associated with any new technology and with any modifications made to such technology, as required from time to time.

(xxvi) Personal Palm-top Terminals (PPT) will be taken out and used daily and will be returned to their respective depot each day by the Contract Carrier for the purpose of uploading/downloading data.

(xxvii) In the event, where Linehaul arrangements cannot be arranged out to a region then Contract Carriers who have completed their run deliveries/pick-ups may be called upon by the Principal Contractor where practicable to provide supplementary Transport Services as part of a second wave delivery/pick-up fleet to address matters such as:- late freight; freight left behind and other special freight contingencies.

(xxviii) Contract Carriers and non designated run drivers are required to take out all freight associated with their run, failure to take out freight or leave freight behind will be treated as a serious matter. The onus on every driver is to eliminate freight in the depot and service the customer, where practicable.



7. Insurance

- a. The Contract Carrier shall insure the Contract Carrier's vehicle and keep it insured under a comprehensive policy of insurance and shall present evidence of current insurance to the Principal Contractor on request.
- b. It is strongly recommended that a Contract Carrier shall take out and maintain a Personal Sickness and Accident Policy.
- c. The Contract Carrier shall take out and maintain a Public Liability Policy and shall present evidence of current insurance to the Principal Contractor on request.
- d. The Contract Carrier agrees to indemnify the Principal Contractor for passenger(s) travelling in the Contract Carrier vehicle whilst providing Transport Services. (A passenger indemnification form is attached and marked Attachment I).

8. Signatures

- a. The Contract Carrier will gain a signature on any freight *as follows:-*
 - Displaying a signature required sticker.
 - Freight marked as such (i.e. where instructions are pre-printed).
 - Where advised in writing for special customers.(ATL's do not apply to the above circumstances).
- b. In addition, the Contract Carrier will also comply with other operational requirements for, signatures, card left, Authority To Leave (ATL), etc, subject to appropriate procedures being in place.
- c. Contract Carriers will gain signatures and printed surname in accordance with operational procedures.
- d. Failure to gain a signature and a printed surname in accordance with operational procedures and/or falsifying documentation/data will be treated as a serious matter.



9. Uniforms

- a. The Principal Contractor shall supply to the Contract Carrier a Uniform(s) as required. Uniform items will be replaced on a fair wear and tear basis and remain the property of the Principal Contractor and are to be returned upon termination.
- b. The Contract Carrier is required to be neat and presentable at all times and to wear the uniform whilst engaged to perform Transport Services on behalf of the Principal Contractor. The uniform also includes the wearing of an Identification Card when supplied by the Principal Contractor. Such Identification Cards remain the property of the Principal Contractor.

10. Runs

- a. The Principal Contractor reserves the right to reconstruct Principal Contractor Runs and re-allocate work deemed necessary between Contract Carrier(s) or employee(s) of Mayne Nickless to operate efficiently, and provide proper levels of service to customers of Mayne Logistics Network. Any disputes arising from such changes will be discussed between the Contract Carrier, the Contract Carriers representative and the Principal Contractor.
- b. The Principal Contractor is responsible for the allocation of pick-ups and deliveries within a geographical area or designated run. Individual pick-ups or deliveries to or from customers remains the property of Mayne Logistics Network.
- c. The Principal Contractor reserves the right to reallocate work so as to enable the Contract Carrier to complete Transport Services within the expected pick-up and delivery times.
- d. Should a Contract Carrier leave the Company or a run become vacant then the Principal Contractor shall determine how runs are allocated. In the event a run is advertised a Contract Carrier may apply in writing for the run but it will be assessed and allocated on driver suitability, provided, where all things are equal then the Principal Contractor will use seniority as the basis to select the driver.
- e. The Principal Contractor shall review, as applicable, a Contract Carriers performance after four (4) weeks and where a Contract Carrier is unable to satisfy the run requirements then the Contract Carrier will be removed from the run.

11. Sale of Vehicle with Run

All work remains the property of the Principal Contractor and under no circumstances can:

- a. A run be sold
- b. A vehicle be sold with a right to a run

Goodwill remains the property of the Principal Contractor and is not transferable under any circumstances.

12. GST

- (i) The Transport Industry (GST Facilitation) Contract Determination will apply, as amended.



13. Vehicle Selection

- a. Vehicle purchases can only be approved by the Fleet Manager and/or Branch Manager. At the time of engagement of a Contract Carrier or at the time vehicle replacement is due, the Principal Contractor reserves the right to prescribe the vehicle(s) mechanical and carrying specifications, and body type, the manufactures model being optional. Only vehicles which are less than 20,000 km old and twelve (12) months from the date of purchase as a new vehicle will be purchased. Unless otherwise agreed by the Principal Contractor.
- b. At the time of engagement of a Contract Carrier or at the time vehicle replacement is due, the Principal Contractor reserves the right to prescribe the vehicles mechanical and carrying specifications, and body type.
- c. The Principal Contractor reserves the right to alter the composition of the Contract Carrier fleet or part thereof as related to changing trends and market conditions dictate.
- d. Notwithstanding subclause (a) above, vehicle(s) purchased may remain satisfactory (subject to wear and tear condition) for not less than four (4) years from the date of initial registration after which the Principal Contractor at its discretion may nominate a replacement with a new vehicle of the same capacity in accordance with subclause (a) above OR nominate a replacement vehicle of a different capacity so as to meet changing customer, business and/or market needs.
- e. **Notice Provisions (Principal Contractor).**

The Principal Contractor by giving six (6) months written notice fo Contract Carrier(s) can require any of the following to occur:-

 - (i) The Contract Carrier(s) to upgrade or downgrade their vehicle(s) capacity in accordance with this clause.
 - (ii) The Contract Carrier(s) to replace their vehicle(s) with an applicable vehicle(s) which compliments customer, business and/or market needs.
 - (iii) Update the Contract Carrier(s) vehicle(s) where it is deemed such vehicle(s) are unsuitable for the work to be undertaken.
- f. **Notice Provisions (Contract Carrier(s)).**

The Contract Carrier(s) who elect to change, replace or update their vehicle(s) as part of providing a Contract of carriage with the Principal Contractor shall discuss and gain Agreement in writing from the Principal Contractor on the type of replacement vehicle and carrying capacity, make and model proposed to be purchased.

Principal Contractor
Contract Agreement
Industrial Registrar

14. Breakdowns and Accidents

In the event of a breakdown or accident the Contract Carrier will be given time to arrange repairs to his/her vehicle. If vehicle is off the road for longer than twenty four (24) hours the Contract Carrier may hire a vehicle in order to perform his/her normal duties. Contract Carriers who have in excess of three vehicle breakdowns in a twelve (12) month period will be required to produce evidence identifying the repairs carried out.

15. Additional Contract Carriers

The Principal Contractor reserves the right to determine the number of Contract Carriers to a level that enables the Principal Contractor to perform all work to the Principal Contractor's and the clients standard of service and performance.

16. Vehicle Decaling

If the Principal Contractor requires the Contract Carriers vehicle to be decaled in Principal Contractor decals the Principal Contractor agrees to:

- a. Meet the expense of putting decals on Contract Carriers vehicles.
- b. Any alteration to decals etc are to be paid for by the Principal Contractor.
- c. In the event of damage to the paint work and/or vehicle during the application or removal of the decals, the Principal Contractor reserves the right to obtain three (3) quotes for repairs and/or repainting to original condition of the Contract Carriers vehicle and will only make cheques payable to the repair Company or painting shop on completion of the repair work.

The Contract Carrier agrees to deliver the vehicle ready for decals at a mutually agreeable time. In addition the Contract Carrier must allow repainting or re-decaling of the vehicle if the Principal Contractor so decides.

The Principal Contractor will make good damage to a Contract Carrier vehicle caused by faulty or negligent workmanship.

17. Code of Conduct

All Contract Carriers whilst engaged by the Principal Contractor agree to:

- a. Work in a safe and healthy manner.
- b. Treat customers, colleagues and Principal Contractor representatives with honesty, courtesy and respect.
- c. Effectively perform their duties in line with this Agreement.
- d. Complete documentation correctly and accurately.

(A detailed code is attached and marked Attachment IV).



18. Information Pertaining to Business Activities

The Contract Carrier shall use all reasonable efforts to protect and advance the reputation of the Principal Contractor and shall not divulge any information pertaining to the Principal Contractor's business activities or those of its clients. Information in this clause is deemed to be any details about the Principal Contractor and/or its client other than what is publicly available.

19. Travel on Contract Carrier Vehicle

The Contract Carrier shall comply with any Principal Contractor requirement to have authorised passengers travel on the vehicle for any of the following reasons:

- a. Log each individual run
- b. Assess difficulties being experienced by a Contract Carrier(s)
- c. Training purposes with mutual Agreement.
- d. Sales staff visits to customers on the run with mutual Agreement.
- e. Familiarisation of new Contract Carrier
- f. Such passenger will be covered by the Principal Contractor for workers compensation entitlements.

Note: In respect of (c) and (d) consent will not be unreasonably withheld by a Contract Carrier(s).

The Principal Contractor will indemnify the Contract Carrier against any claim for or from an authorised passenger.



20. Period of Non-engagement

- (i) A Contract Carrier who regularly performs Contracts of carriage for the Principal Contractor shall be *allowed* to take periods of non-engagement, of at least four (4) weeks subject to consultation and Agreement with the Principal Contractor. Period(s) of *non-engagement* attract no remuneration.
- (ii) The Principal Contractor agrees to hire each Contract Carrier for at least forty eight (48) weeks in every year and reserves the right to require each Contract Carrier to disengage four (4) weeks each year.
- (iii) A minimum of four (4) weeks notice to be given for periods of non engagement unless agreed with the Principal Contractor.
- (iv) For extraordinary circumstances not covered by the above, consideration by the Principal Contractor will be given for an extended period of non-engagement and will be reviewed on an individual basis.
- (v) a) Contract Carriers that wish to have holidays at Christmas must nominate by 30th September each year.
b) Preference will be given to designated run Contract Carriers who did not have Christmas non-engagement last year.

Followed by designated run Contract Carriers who did have Christmas non engagement last year. They will then be determined for non engagement on the basis of seniority, as applicable where a written application is received as prescribed in (a) above.

Non engagement period will not be allowed in the two (2) weeks prior to Christmas Eve unless by special arrangement, in writing, with the Principal Contractor.

- (vi) Non designated run drivers will be arranged as appropriate to the needs of each site.

21. Excessive Period of Non-Engagement

Each Contract Carrier will be responsible and accountable for addressing excessive periods of non-engagement. Contract Carrier(s) who have an excessive period of non-engagement (ie, as a guide up to ten (10) days in twelve (12) months, and also, one (1) day off equals two (2) instances which will be monitored for abuse) will be subject to counselling, etc. and/or in severe matters possible termination.

Accordingly, the Principal Contractor when reviewing a Contract Carrier(s) circumstances of excessive non-engagement will exclude (within reason) from such review instances prescribed in clause 14 Breakdowns and accident of this Contract.



The Principal Contractor will decide each individual case on its merits. The Contract Carrier will need to provide proof to the satisfaction of the Principal Contractor with each instance of non-engagement.

To assist this process please refer to Attachment II.

Any disputes will be dealt with in accordance with clause 29.

22. Payment of Invoice

The Principal Contractor will remunerate the Contract Carrier on the Wednesday of every week, such invoice will be processed via Electronic Funds Transfer (E.F.T).

23. Workplace Health and Safety

The Principal Contractor and the Contract Carrier(s) shall ensure that they act in accordance with their responsibilities as contained in the Workplace Health and Safety Act 1989 (Regulations and Codes of Practice) as amended. This includes provision of first aid facilities at the Branch location. Contract Carriers are entitled to be part of the OH&S Committee.

24. Workers Compensation

See Workers Compensation Act 1987, as amended.

25. Reserved Matters

Following detailed discussions, the issue of Redundancy Capping still remains unresolved and the parties agree a 24 month cooling off period will occur, with the issue of Redundancy Capping remaining on the table as a Reserved Matter.



26. Termination by the Principal Contractor or Contract Carrier

26.1 Termination by the Contract Carrier

- a. Unless otherwise agreed the Contract Carrier shall give two (2) weeks' notice of termination.
- b. The Contract Carrier shall return all Company property upon termination prior to final payment being made.

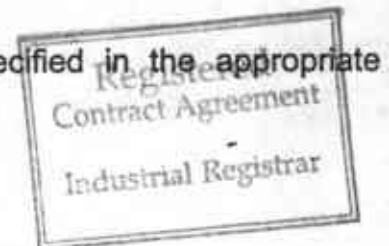
26.2 Termination by the Company

- a. The Company can terminate a Contract Carrier by giving two (2) weeks' written notice to the Contract Carrier.
- b. In the event of serious breach of this Agreement, a breach of its responsibilities or misconduct, the Company can terminate a Contract Carrier immediately without notice.

26.3 Natural Justice and Procedural Fairness will apply to circumstances, in accordance with the IR Act, chapter 6, as amended.

27. Transfer to Company Vehicles

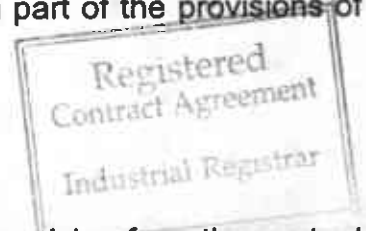
- a. The Principal Contractor may at some future time find it necessary to alter the composition of its fleet or part thereof by purchasing Contract Carrier(s) vehicles as part of any fleet re-organisation.
- b. Should the situation arise, wherein Contract Carriers are to be replaced by employee drivers of Principal Contractor owned vehicles, the Contract Carrier involved shall be offered first refusal of employment on a "last on first off" basis. This does not prejudice either party in regards to redundancy.
- c. In the event of the Principal Contractor altering its fleet composition pursuant to this clause, or in circumstances where a permanent Contract Carrier is made redundant but in no other circumstances, the Principal Contractor may assist in the sale of the Contract Carrier's vehicle and will make good any shortfall between the residual value due to the early retirement of the Contract Carriers original vehicle lease, and the market value achieved through the sale of the vehicle.
- d. The Principal Contractor will only offer this assistance if:
 - (i) The vehicle has been maintained to a good standard;
 - (ii) The vehicle is of the standard type as specified in the appropriate schedule.



28. Communication Systems

- a. All communication systems remains the property of the Principal Contractor and the Contract Carrier authorises the Principal Contractor to install in his/her vehicle a communication system. Such system must be left turned on at all times during engagement hours and to the appropriate channel as designated by the Principal Contractor.
- b. Installation and maintenance costs shall be borne by the Principal Contractor. The Contract Carrier is to notify his/her base of any malfunction or defect in the instrument immediately.
- c. The Contract Carrier shall when requested present his/her vehicle at a mutually agreed time and place for installation, replacement and/or repairs.
- d. The Principal Contractor is required to give ample notice of appointments made relative to installations and/or repairs.

- e. Where tested and proven to have better reception, then a centre-mounted aerial will be installed. Such hole to be repaired to the Contract Carriers satisfaction when the vehicle is exchanged. The cost is to be borne by the Principal Contractor.
- f. The Contract Carrier shall observe all laws in force governing the use of such transmitting and receiving equipment, and shall pay any penalties imposed on either the Contract Carrier or the Principal Contractor as a result of the Contract Carriers misuse of the said equipment.
- g. The Contract Carrier must ensure that any other radio, CB or tape player etc. in the vehicle does not interfere with the communication system.
- h. The Contract Carrier must contact the depot by telephone at regular intervals, if and when unable to do so by the communication system. The cost of these telephone calls will be reimbursed by the Principal Contractor.
- i. The Contract Carrier will wear and operate a pager at all times whilst providing Transport Services to the Principal Contractor. The onus is on the Contract Carrier to keep the pager in good working order at all times. Batteries to be supplied by the Principal Contractor.
- j. The Contract Carrier must respond to any message sent by the Principal Contractor via pager or two-way radio.
- k. The Principal Contractor will from time to time introduce new technology to automate its business. Contract Carriers will make themselves available for training in the use of this technology. The use of such technology and any modification requirements to the technology will form part of the provisions of Transport Services.



29. Disputes

The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the following procedure shall apply:-

- a. (i) the matter shall first be discussed between the aggrieved Contract Carrier(s) and the Principal Contractor Representative(s)
- (ii) if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with the Principal Contractor Representative(s).
- (iii) if the matter is not settled it shall be referred to the Sub-Branch Secretary and State Principal Contractor Representative (or respective nominees) and may also include involvement of an employee relations representative of the Principal Contractor.

- (iv) if the matter cannot be settled at this level then the parties shall refer the matter to the State Secretary and the Principal Contractor's Chief Executive Officer, or their Representatives, in an attempt to settle the matter.
- b. Notwithstanding any of the above, work shall continue as normal while the disputes procedure is adopted. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.
- c. The parties agree to a cooling off period and reasonable time frames between each stage of the process contained in (a) above.
- d. A Contract Carrier stood aside shall be paid according to Attachment III of this Agreement. Subject to the Principal Contractor being satisfied that the Contract Carrier has not breached or compromised any terms of this Agreement or the Code of Conduct, then that Contract Carrier will not suffer any financial loss.

30. Security

For the purpose of security of both the Principal Contractor and Contract Carriers and at Principal Contractor discretion, Contract Carriers on entering or leaving the depot may be audited with the numbers of items compared to paperwork. This will be performed by the Principal Contractor or a designated person of the Principal Contractor in conjunction with the Contract Carrier and drivers representative, or other third party (as agreed), if requested.

31. Parking Fines

Parking fines incurred and approved by the Branch manager within forty-eight (48) hours of receipt will be paid subject to:-

- a. They were incurred during working hours and within their specific run.
- b. The Principal Contractor will pay the minimum payment plus 50% of any fine above the minimum, i.e, the minimum fine is for the lowest grade of parking fine as it may be at the time.
- c. Those fines that fall within the above conditions will also require a written explanation from the driver stating when the fine occurred and the customers name being serviced at the time.

32. Meetings and Education

(i) Meetings

The Principal Contractor may assist the Union in the holding of meetings within the yard, provided that adequate notice of such meetings has been given to the Principal Contractor and the meeting does not interfere with the operation of the yard.



The Union's duly elected Driver Representative(s) shall be reimbursed by the Principal Contractor for any loss of earnings incurred while attending to any legitimate and authorised Union business which has been approved by the Principal Contractor. Subject to reasonable Driver Representative requests approval by the Principal Contractor will not be unreasonably withheld.

The Principal Contractor reserves the right to review such reimbursement or meeting circumstances on a case by case basis.

(ii) Education

Where Contract Carriers are to be engaged the Principal Contractor will provide training before they commence. This may involve a five (5) day training period in which all paperwork and Principal Contractor policy will be detailed and explained.

33. Governing Law

This Agreement is to be governed and construed according to the Laws of the State of New South Wales and the Commonwealth and any action thereon shall be subject to the jurisdiction of the said State and Commonwealth and the Courts thereof.

34. Interpretation of the Agreement

If any clause of this Agreement is void, or not in accordance with legislation, then such clause shall be considered unenforceable, the balance of the Agreement will remain in full force.

35. Legal Relationship

The Principal Contractor and the Contract Carrier agree that the legal relationship between the Principal Contractor and the Contract Carrier is that of Principal and independent Contract Carrier and not that of employer and employee and no term of this Agreement shall be construed as creating the relationship of employer and employee between the Principal Contractor and the Contract Carrier.

36. Entire Agreement

The terms and conditions contained in this Agreement constitute the entire Agreement and supersede any other Agreement, arrangements or understanding whether written or verbal between the Principal Contractor, the Contract Carrier or the Union, in relation to matters which are dealt within this Agreement.

Both parties acknowledge that changing circumstances may require changes to this Agreement.



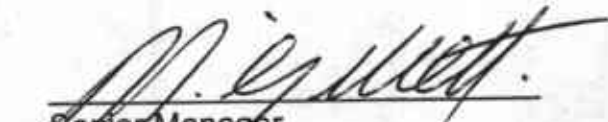
37. Term and Application of Agreement

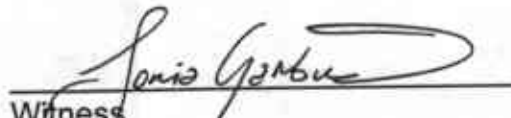
- a. Subject to Clause 26 of this Agreement, this Agreement shall come into effect from certification in the Commission and remain in force for a period of twenty four (24) months or until the variation or rescission by the parties in accordance with section 329 or rescission by the parties in accordance with section 330 of the Act
- b. This Agreement will apply to all Contract Carriers currently engaged by Mayne Logistics Network operating from depots located at Units 1 & 2, 65 Ashmore Street, Erskineville, Bankstown Airport and Silverwater depot, where Contract Carriers are required to provide Transport Services within and around the Sydney metropolitan area.
- c. Principal Contractor and representatives of Contract Carriers agree to commence negotiations for a new Agreement three (3) months prior to the expiry of the current Agreement.



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Signed for and on behalf of
Mayne Nickless Limited t/as Mayne Logistics


Senior Manager
Mayne Logistics Network


Witness

29.3.01.
Date

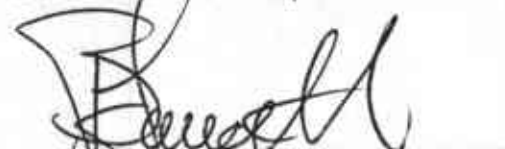
29.3.2001.
Date


Signed for and on behalf of the
Transport Workers Union of Australia,
New South Wales Branch.


Tony Sheldon
NSW Secretary
TWU of Australia (NSW Branch)

24/4/2001
Date


In the presence of Michael Moore
Contract Carrier Representative


In the presence of Barry Faucett
Contract Carrier Representative


In the presence of
Dean Pritchard
Contract Carrier Representative





Attachment I

INDEMNITY BY CONTRACT CARRIER TO CARRY PASSENGER(S)

In consideration of, among other things, permitting the carriage of passengers in my vehicle or otherwise while providing transport services for, to or on behalf of the Principal Contractor, and in addition to any and all other Contractual obligations, I _____

(Print Name of Contract Carrier)

the Contract Carrier agree to indemnify the Principal Contractor (Mayne Nickless Ltd) in respect of any claim, loss or damage suffered by or against the Principal Contractor (including personal illness, injury or death of any person and loss of or damage to property) arising out of or relating to the carrying of passengers in my vehicle or otherwise while providing transport services for, to, or on behalf of the Principal Contractor.

This indemnity shall not apply where passengers are carried as a result of a request initiated by the Principal Contractor.

Signature: _____

Contract Carrier

Print Name

Date: _____

Signature: _____

Authorising Principal Contractor Representative

Print Name & Position

Date: _____



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Attachment II

GUIDELINES FOR EXCESSIVE PERIODS OF NON-ENGAGEMENT

The following steps have been developed to assist with the elimination of excessive periods of non-engagement in the business on a case by case basis.

If the first instance Contract Carriers will be spoken to and made aware of their excessive period of non-engagement and what the next step will be if they do not improve the excessive periods of non-engagement.

Where a further instance of excessive non-engagement occurs, then a written warning will be issued and other disciplinary measures will be considered where a previous history has been shown.

In the event a Contract Carrier has a further instance of non-engagement then a final warning can be issued and the Contract Carrier will thereafter remain as a non-designated Contract Carrier with the loss of seniority.

Should a further instance of non-engagement occur the Principal Contractor will have the discretion to terminate the Contract Carrier.



Attachment III

RATE SCHEDULE

(all inclusive rates)

RATES:-

1. Con Note Rate	(Current)	(From Certification)
• 1-20	\$1.52	\$1.58
• 21 plus	\$0.10	\$0.10
	(Current)	(From Certification)
• Connote and prepaids will be paid for the:		
First 20 at	\$1.52	\$1.58
21 plus	\$0.10 thereafter.	\$0.10 thereafter.

Second Pick Up

In special circumstances at the discretion of the Principal Contractor a second pick up maybe granted (at the full connote rate above) from time to time and will be committed to in writing. Such arrangements maybe ceased after a review is undertaken by the Principal Contractor.

Consignments weighing in excess of twenty (20) kilos will be paid as one (1) consignment note rate for each twenty (20) kilos or part thereof (* or volume equivalent).

2. Bulk Truck Rates	(Current)
1<3 tonne	\$23.97 p/h
• 3 tonne	\$30.16 p/h
• in excess of 3.5	
+ up to 6 tonne	\$35.36 p/h

3. Cubic Rates

Cubic payments on consignment notes do not apply to overnight locals
Should company policy change and local overnight freight be subject to being cubed then contract carrier(s) will be entitled to claim the cubic conversion on local overnight Freight.

4. Other

- (a) Same Day Courier → \$5.00 per ace delivery and/or pick-up per stop (local)
(Current) (From Certification)
- per consignment note for each connote thereafter per stop (1-20) \$1.52 \$1.58
 - (International) per consignment note → \$4.00
 - per km → \$0.75
 - per km for returning to the depot → \$0.50

(b) Hourly Rates (all inclusive)

For non-driving work = \$23.05

All Inclusive Rates

→ For hour engaged	Current \$23.97
→ For night key entry work	\$28.44
→ For weekend work	\$28.44

(c) Weight conversions – apply to all Contract Carriers including weekly set rate runs.



(d) **PRS Fleet** – PRS Contract Carriers will only be paid for actual hours worked as part of providing Contracts of Carriage. Provided, in the application of this provision it is open to the parties to review the contract carrier(s) earnings.

5. RUN COVERAGE (NON DESIGNATED RUNS)

A Contract Carrier as part of being engaged for the Principal Contractor will be remunerated by one of the following rates below based on the customers needs, provided a safety net of \$948.00 per week will apply in lieu of these calculations where the safety net is not exceeded. Contract Carriers without a designated run will be remunerated a minimum of sixty (60) connotes per engagement(s) (am and/or pm).

The rates below only apply to Transport Services outside of designated run coverage. Contract Carriers used on such non-run coverage circumstances will be engaged as appropriate at the discretion of the Principal Contractor.

5.1 Connote Rates (Previous Connote rate was \$1.52) (new con note rate is \$1.58)

L - F	Late Freight Delivery - \$1.58 connote up to 20 cons then \$0.10 for 21+ cons (per single stop)
AD	Ace Delivery - \$5.00 connote for 1 st connote only and \$1.58 up to 20 cons then \$0.10 for 21 cons (per single stop)
APU	Ace Pick Up - \$5.00 connote for 1 st connote only and \$1.58 up to 20 cons then \$0.10 for 21+ cons (per single stop)
MPU	Missed Pick Up or Delivery - \$5.00 for 1 st connote + multi conversion
IA	Ace International Pick Up - \$5.00 for 1 st connote + multi conversion
ID	International Delivery - \$1.58 connote + multi conversion Late International Freight is paid at \$4.00 per connote only applies to International deliveries done outside of a normal delivery run
IF	International Freight Pick Up - \$1.58 con + multi conversion
CHQ	Cheque Pick Up - \$1.58
O	Offload - \$23.05 (non driving)

Hourly rates - refer to Clause 4 (b) of Rate Schedule, where applicable.

Drivers of non-designated runs are required to be available at the depot by 5.30am for allocation and to provide Transport Services as required by the Principal Contractor. Any Contract Carrier not allocated a designated run will be paid the equivalent of one (1) hour remuneration of \$23.05.(non driving) or for actual Contracts of Carriage provided will be paid \$23.97.

Provided, further where the non-designated driver is not allocated a pick-up run they will be available on site in their respective depot by 1.00pm to provide Transport Services as required by the Principal Contractor.

5.2 Kilometre Rates

All kilometres up to 180kms per single stop are paid on the following scale:

0-60 km	\$0.75 per km
61-120	\$0.60 per km
121-180	\$0.50 per km



Any kilometres beyond 180 kms will be negotiated between the Principal Contractor and Contract Carrier.

All returns to base are paid at \$0.50c km, where applicable.

5.3 Linehails

Wollongong, Gosford and Newcastle linehails to depots are paid at \$23.05 plus above km rate.

5.4 Country Rates

The rate for any single stop over 180 kms will be negotiated as they occur by the Fleet Manager. Local Courier market rates to be used as a guideline in negotiating rates.

5.5 Pre Allocation of Runs

- Runs that are only available for two (2) days or less will not be pre-allocated.
- Runs that are available for three (3) or more days will be allocated each Wednesday Pm.
- Where possible, the Contract Carriers will be offered training if necessary - such training will be based on the safety net rate and can be calculated on a pro rata basis.
- Pre-allocation overrides any daily allocation.

Note: If you are not available when pre-allocation occurs, you will be bypassed and the runs will be allocated to the next Contract Carrier.

It is the responsibility of all Contract Carriers (on non-designated runs) to call the depot by 12.00 noon on Wednesday's if you wish to be placed on the pre allocation list.

When a Contract Carrier is allocated to a run which unexpectedly becomes available long term due to various reasons, (ie illness etc) only after six (6) months may the non-designated run driver request to come off the run.

5.6 Portability

Non-designated run drivers will be assigned to depots as required by the Principal Contractor.

Provided the Principal Contractor reserves the right to move such drivers between depots to meet the circumstances at the time.

Portability of general run Contract Carriers is to be used by the Principal Contractor to assist operational restructures and the like.

5.7 Returning of Scanners

Where a non-designated Contract Carrier is required to return an iTrack scanner to the respective depot because of –

- (i) Covering different a.m. and p.m. runs
- (ii) Only covering a run half-day.

The non-designated Contract Carrier will be paid relevant kms to return the iTrack scanner to the respective depot and/or run area as determined by the Principal Contractor, unless the scanner is handed to another Contract Carrier (with the Principal Contractor's consent) to return the scanner on his/her behalf. Under no circumstances, if a scanner is handed to another Contract Carrier to return the scanner, will a claim for payment be made.



A handwritten signature in dark ink, appearing to be a stylized name or set of initials.

6. The rates in this attachment are paid in recognition of various matters including iTrak technology continuing to be supported and maintained in accordance with the operational requirements for iTrak,

7. No Precedent

The increases to hourly rates in this attachment are not to be used as a precedent by the union, its representatives or Contract Carriers.

8. The Union and Contract Carriers undertake there shall be no extra claims for money increases for the life of this Agreement.



A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines.

Attachment IV

CODE OF CONDUCT

- (A) The following Code of Conduct has been designed to ensure all Principal Contractor officers, including management, and Contract Carriers, its employees, agents and representatives, including the Approved Driver, understand their obligations and responsibilities with regard to general discipline.

All Contract Carriers are required to ensure they :

- (i) Works in a safe and healthy manner.
- (ii) Treats clients and colleagues with honesty, courtesy and respect.
- (iii) Effectively provides transport services in line with business objectives and this Agreement.
- (iv) Provides transport services as required under this Agreement.
- (v) Reports any inability to provide transport services immediately.
- (vi) Ensures all documentation is completed correctly and accurately as required.
- (vii) Makes themselves familiar with the Principal Contractors policies and procedures shall ensure compliance with such policies and procedures.
- (viii) Makes themselves available for training which is deemed appropriate or necessary to perform transport services for the Principal Contractor.
- (ix) Complies with the applicable motor traffic laws at all times whilst performing transport services for the Principal Contractor.
- (x) Complies with all safety requirements whilst performing transport services.
- (xi) Performs all Contracts of carriage, as required.



- (B) In the event of a breach of this Agreement, including the responsibilities that are incidental to performing transport services under this Agreement, by the Contract Carrier, its employees, representatives, or agents, the Principal Contractor may terminate a Contract Carrier immediately without notice and without any further obligation or liability to the Contract Carrier.

For the purpose of this clause, a breach of the Agreement includes, but is not limited to, the following actions by the Contract Carrier and/or the Approved Driver;



- (i) The consumption of intoxicating liquor on duty, or being under the influence of alcohol or an illegal drug while providing transport services.
- (ii) Misrepresenting and/or falsifying documents submitted to the Principal Contractor, misappropriation of cash or equipment belonging to the Principal Contractor. All Contract Carriers will complete documentation fully, correctly and accurately as required by the Principal Contractor.
- (iii) Being dishonest, rude, abusive, offensive, aggressive or initiate or provoke arguments with a client or Principal Contractor, while performing transport services for the Principal Contractor or in dealing with the Principal Contractor or its clients, consignors, consignees or their representatives.
- (iv) Acts contrary to the interests and safety of the Principal Contractor, other Contract Carriers, employees and/or clients of the Principal Contractor. This includes non-compliance with all safety requirements.
- (v) Refusal to perform a Contract of carriage.
- (vi) Failure to carry out a reasonable demand by the Principal Contractor under terms of the Contract, immediate.
- (vii) Failure to fulfil any fundamental conditions of this agreement.
- (viii) Failure to comply with the Principal Contractor or customer safety requirements.
- (ix) Being intimidatory, aggressive or using physical violence against another Contract Carrier, employee, customer, representative of the -Principal Contractor or member of the public.
- (x) The damaging of property (including graffiti) of the Principal Contractor, customer or other individual(s).
- (xi) Reckless and/or dangerous driving by a Contract Carrier.
- (xii) Failure to comply with delivery/pick up or operating procedures.
- (xiii) Use of offensive language, actions or behaviours which can be deemed to be discriminatory, harassing, unwelcomed etc, will not be tolerated.
- (xiv) Contract Carriers will not carry passengers or animals in their vehicles unless written authorisation has been obtained from the Principal Contractor.



The above are intended as examples only of breaches of the Agreement and are not exhaustive of such breaches that will result in immediate termination of the Contract Carrier's engagement by the Principal Contractor.

Attachment V

RADIOACTIVE & DANGEROUS GOODS

The aim of this section is to ensure Contract Carrier achieve a level of protection concerning damage and/or spillage(s)/exposure(s) concerning the carriage of radioactive goods or dangerous goods.

Accordingly, customers have arranged to indemnify Contract Carriers and the Principal Contractor concerning the carrying of radioactive goods and the customer will be responsible for damage, spillage and/or exposure created from radioactive goods and any associated clean up requirements and costs.

In respect of Dangerous Goods the Principal Contractor has relevant insurance to cover Contract Carriers for damages and/or spillage concerning the carriage of Dangerous Goods.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.