

**REGISTER OF  
CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA03/1

**TITLE:** Mayne Logistics - Courier, Contract Carrier Industrial Agreement

**I.R.C. NO:** IRC2/7224

**DATE APPROVED/COMMENCEMENT:** 3 January 2003

**TERM:** 12 months (3 January 2004)

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 28 Feb 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

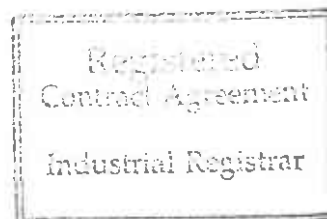
**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Mayne Group Ltd t/as Mayne Logistics, who fall within the coverage of the Transport Industry - Courier and Taxi Truck Contract Determination

**PARTIES:** Mayne Group Limited t/as Mayne Logistics -&- the Transport Workers' Union of New South Wales

**MAYNE LOGISTICS COURIER**  
**CONTRACT CARRIER**  
**INDUSTRIAL AGREEMENT**

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



**1. TITLE**

This Agreement shall be known as the Mayne Logistics – Courier, Contract Carrier Industrial Agreement.

**2. CONTENTS**

	<b>CLAUSE</b>
Commencement and Duration	9.
Contents	2.
Declaration	4.
Dispute Settlement Procedure	11.
No Further Claims	12.
Objective of Agreement	6.
Parties	3.
Rate Review	7.
Relationship	5.
Re-Negotiation	10.
Signatories	13.
Title	1.
Training	8.

**3. PARTIES**

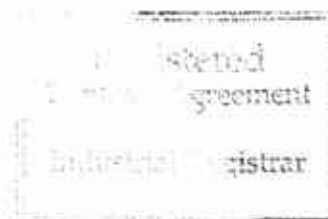
The parties to this Agreement are Mayne Group Limited trading as Mayne Logistics Courier and the Transport Workers Union of Australia, New South Wales Branch and the couriers engaged by Mayne Logistics – Courier within New South Wales.

**4. DECLARATION**

4.1 This Agreement has been negotiated through extension consultation between management, couriers and the Union. The content of the Agreement has been canvassed widely with affected Couriers. All parties are entering into this Agreement with full knowledge of the content and effect of the document.

4.2 The parties declare that this Agreement:

- Is not contrary to the public interest.
- Is not unfair, harsh or unconscionable.
- Reflects the interests and desires of the parties.
- It was not entered into under any duress from any party.
- Does not provide a net detriment in piece rates or work conditions.



5. **RELATIONSHIP**

- 5.1 This Agreement shall be read in conjunction with the Transport Industry Couriers and Taxi Trucks Contract Determination.
- 5.2 This Agreement shall prevail to the extent of any inconsistency between it and the Transport Industry Couriers and Taxi Trucks Contract Determination. Where this Agreement is silent on any matter, the prevailing provisions in the Transport Industry Couriers and Taxi Trucks Contract Determination shall apply.

6. **OBJECTIVE OF AGREEMENT**

The safety net rates in the Transport Industry Courier and Taxi Truck Contract Determination have been increased by \$1 as from the 4<sup>th</sup> November 2002.

To comply with this increase and also Clause 12 of the Transport Industry Courier and Taxi Truck Contract Determination the rates in Schedule 1 are struck for incentive based rates.

7. **RATE REVIEW**

It is agreed that a review of driver remuneration levels will take place following the end of February, 2003.

This review will compare driver remuneration for the period November 4<sup>th</sup>, 2002 through to February 28<sup>th</sup>, 2003 against the period November 5<sup>th</sup>, 2001 through to March 1<sup>st</sup>, 2002.

Should the overall increase in drivers earnings for the second period against the first be less than 5%, the kilometre rate for standard work shall then revert to \$0.42 per kilometre.

Whilst service times are adjusted from time to time to ensure both competitiveness and a recognition of Sydney traffic flows, they will not be adjusted downwards as a result of the increase in kilometre rate.

8. **TRAINING**

Two union delegate representatives of the couriers will be trained in a Train the Trainer course in the first quarter of 2003.

9. **COMMENCEMENT AND DURATION**

This Agreement shall commence on the date of endorsement by the New South Wales Industrial Relations Commission and remain in force for one (1) year.

Registered  
Contract Agreement  
Industrial Registrar

## 10. RE-NEGOTIATION

The parties will commence negotiation on a new Agreement:

- Three (3) months prior to the expiry of this Agreement; or
- On the occurrence of a new Transport Industry Courier and Taxi Truck Contract Determination being made by the New South Wales Industrial Relations Commission

whichever comes first.

## 11. DISPUTES SETTLEMENT PROCEDURE

In the event of a question, dispute or difficulty arising between a contract carrier and a principal contractor:

- 11.1 The contract carrier or his Union Delegate or representative of an Association of Contract Carriers acting with his/her authority, shall negotiate with the principle contractor or his/fer nominated representative.
- 11.2 If the question, dispute or difficulty is not resolved, either party may take the matter to an Organiser, or other Official, of the Union, or an Executive Officer for the time being of an Association referred to in the Definitions set out in clause 1 of the Transport Industry Courier and Taxi Truck Contract Determination, who may either personally or by his nominated representative, endeavour to negotiate a settlement on the question, dispute or difficulty.
- 11.3 If negotiations contemplated in subclause 11.1 and 11.2 above are unsuccessful, the parties may notify the dispute in accordance with the Act, or take the matter to such other person or body as may be agreed by the parties concerned to act as arbitrator.
- 11.4 At all times, whilst the steps referred to in subclauses 11.1, 11.2 or 11.3 hereof are being pursued in good faith each of the principal contractor and the contract carrier concerned shall continue to abide by the terms of the Transport Industry Courier and Taxi Truck Contract Determination, and every endeavour shall be made by each to facilitate the undertaking of contracts of carriage in the normal manner.

## 12. NO FURTHER CLAIMS

It is a term of this Agreement that the parties undertake that for the duration of this Agreement they will not pursue any further claims in relation to the terms and conditions of engagement of persons bound by this Agreement.



13. SIGNATORIES

Signed for and on behalf of  
Mayne Group Ltd  
t/as Mayne Logistics – Couriers

  
\_\_\_\_\_  
Manager  
Mayne Logistics – Couriers

30-10-02  
Date

  
\_\_\_\_\_  
Witness

30-10-02  
Date

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

  
\_\_\_\_\_  
TWU Representative

19/11/02  
Date

  
\_\_\_\_\_  
Witness

19/11/02  
Date



**Schedule 1, Attachment.**

Code	Description	Flag	Fall	Includes	Unit	Rate	Unit	Type	Minimum	F/On	Svc
STD	Standard Courier	\$	3.00	0	\$	0.40	1	Kms	\$	3.80	
P	Priority Courier	\$	6.00	0	\$	0.90	1	Kms	\$	7.80	
UVS	Ute/Van Standard	\$	12.50	0	\$	0.40	1	Kms	\$	13.30	*US
UVP	Ute/Van Priority	\$	25.00	0	\$	0.90	1	Kms	\$	26.80	*UP
ITS	1-Tonne Standard	\$	14.00	0	\$	0.40	1	Kms	\$	14.80	*1S
1TP	1-Tonne Priority	\$	28.00	0	\$	0.90	1	Kms	\$	29.80	*1P
CB	Car Bullet	\$	9.00	0	\$	1.30	1	Kms	\$	11.60	
UVB	Ute/Van Bullet	\$	37.50	0	\$	1.30	1	Kms	\$	40.10	
TB	1-Tonne Bullet	\$	42.00	0	\$	1.30	1	Kms	\$	44.60	
1H	1-Tonne Hourly	\$	22.50	60	\$	22.50	60	Mins.	\$	22.50	
AH	A/Hours Courier	\$	20.00	0	\$	1.50	1	Kms	\$	22.10	AHF
AHU	Ute/Van A/Hours	\$	28.00	0	\$	1.15	1	Kms	\$	30.30	AHF
AH1	1-Tonne A/Hours	\$	35.00	0	\$	1.25	1	Kms	\$	37.50	AHF
AHF	F/On A/Hours	\$	10.00	0	\$	1.05	1	Kms	\$	11.05	
AHH	Hourly A/Hours	\$	60.00	120	\$	30.00	60	Mins.	\$	60.00	
MED	Medical Courier	\$	6.00	0	\$	0.90	1	Kms	\$	7.80	
COR	O/Metro Courier	\$	12.00	0	\$	1.25	1	Kms	\$	14.50	
CO	O/Metro Courier	\$	6.00	0	\$	1.00	1	Kms	\$	8.10	
UVO	Ute/Van O/Metro	\$	25.00	0	\$	1.05	1	Kms	\$	27.10	
1O	1-Tonne O/Metro	\$	30.00	0	\$	1.05	1	Kms	\$	32.10	
UVW	Ute/Van/1Tonne	\$	-	15	\$	1.80	5	Mins.	\$	-	
WT	Waiting Time	\$	-	10	\$	1.80	5	Mins.	\$	-	
WS	Weight Surcharge	\$	-	25	\$	1.25	25	kgs	\$	-	
FC	Futile Courier	\$	3.00	1	\$	3.00	1	Flat	\$	3.00	
FUV	Futile Ute/Van	\$	12.50	1	\$	12.50	1	Flat	\$	12.50	
F1	Futile 1-Tonne	\$	14.00	1	\$	14.00	1	Flat	\$	14.00	
*UP	F/On Ute/Van Priority	\$	6.00	0	\$	0.90	1	Kms	\$	7.80	
*1P	F/On 1Tonne Priority	\$	6.00	0	\$	0.90	1	Kms	\$	7.80	
*US	F/On Ute/Van Standard	\$	3.00	0	\$	0.40	1	Kms	\$	3.80	
*1S	F/On 1Tonne Standard	\$	3.00	0	\$	0.40	1	Kms	\$	3.80	
RUN	Running Docket	\$	-	0	\$	0.40	1	Kms	\$	-	
BJ	Banking Job	\$	6.00	0	\$	0.90	1	Kms	\$	7.80	P
HLP	Helper Dock	\$	11.00	30	\$	22.00	60	Mins.	\$	11.00	
2TO	2 Tonne O/Metro	\$	36.00	0	\$	1.10	1	Kms	\$	38.20	
4TO	4 Tonne O/Metro	\$	57.00	0	\$	1.20	1	Kms	\$	59.40	
2TS	2-Tonne Standard	\$	18.00	0	\$	0.44	1	Kms	\$	19.23	
2TP	2-Tonne Priority	\$	36.00	0	\$	0.88	1	Kms	\$	37.76	*2P
*2P	F/On 2Tonne Priority	\$	6.00	0	\$	0.88	1	Kms	\$	7.76	
2H	2-Tonne Hourly	\$	12.00	60	\$	24.00	60	Mins.	\$	36.00	
4S	4-Tonne Standard	\$	28.00	0	\$	0.60	1	Kms	\$	29.20	
4P	4-Tonne Priority	\$	56.00	0	\$	1.20	1	Kms	\$	58.40	*4P
*4P	F/On 4Tonne Priority	\$	6.00	0	\$	1.20	1	Kms	\$	8.40	
4H	4-Tonne Hour	\$	13.50	60	\$	27.00	60	Mins.	\$	40.50	
6S	6-Tonne Stanard	\$	40.75	0	\$	0.80	1	Kms	\$	42.35	
6P	6-Tonne Priority	\$	81.00	0	\$	1.60	1	Kms	\$	84.20	*6P
*6P	F/On 6Tonne Priority	\$	6.00	0	\$	1.60	1	Kms	\$	9.20	
6H	6-Tonne Hourly	\$	13.80	60	\$	27.60	60	Mins.	\$	41.40	
8S	8-Tonne Standard	\$	52.00	0	\$	0.81	1	Kms	\$	53.62	
8P	8-Tonne Priority	\$	104.00	0	\$	1.62	1	Kms	\$	107.24	*8P
*8P	F/On 8Tonne Priority	\$	6.00	0	\$	1.62	1	Kms	\$	9.24	
8H	8-Tonne Hourly	\$	15.80	60	\$	31.60	60	Mins.	\$	47.40	
10H	10-Tonne Hourly	\$	17.75	60	\$	35.50	60	Mins.	\$	53.25	
12H	12-Tonne Hourly	\$	21.00	60	\$	42.00	60	Mins.	\$	63.00	
TWT	W/Time Taxi/Truck	\$	-	30	\$	2.80	5	Mins.	\$	2.80	
PBP	Perm Booking Priority	\$	6.00	0	\$	0.80	1	Kms	\$	7.60	
PBK	Perm Booking Standard	\$	3.00	0	\$	0.40	1	Kms	\$	3.80	
PAY	Payroll	\$	2.84	0	\$	0.42	1	Kms	\$	3.68	*PY
PBH	Perm Booking Hourly	\$	22.50	60	\$	22.50	60	Mins.	\$	22.50	
CRN	Contract Run	\$	22.50	60	\$	22.50	60	Mins.	\$	22.50	
GBS	Grace Brothers (Courier)	\$	3.00	0	\$	0.40	1	Kms	\$	3.80	
GBU	Grace Brothers (Ute/Van)	\$	12.50	0	\$	0.40	1	Kms	\$	13.30	*US
EXL	Exclusive Hire	\$	24.15	60	\$	24.15	60	Mins.	\$	24.15	

Registered  
Contract Agreement  
Industrial Registrar

**Schedule 1, Attachment.**

Code	Description	Flag Fall	Includes	Unit Rate	Unit	Type	Minimum	F/On Svc
	<b>NATIONAL RATE TABLE</b>							
CS	COURIER STANDARD	\$ 3.00	0	\$ 0.40	1	Kms	\$ 3.80	
CP	COURIER PRIORITY	\$ 6.00	0	\$ 0.90	1	Kms	\$ 7.80	
CBN	COURIER BULLET	\$ 9.00	0	\$ 1.30	1	Kms	\$ 11.60	
CCN	COURIER COUNTRY	\$ 6.00	0	\$ 1.05	1	Kms	\$ 8.10	
CAH	COURIER AFTER HOURS	\$ 20.00	0	\$ 1.05	1	Kms	\$ 22.10	FAH
CF	COURIER FUTILE	\$ 3.00	0	\$ 3.00	1	Flat	\$ 3.00	
WN	WAIT TIME	\$ -	10	\$ 1.80	5	Mins.	\$ -	
CPS	COURIER PERM STAND	\$ 3.00	0	\$ 0.40	1	Kms	\$ 3.80	
CPP	COURIER PERM PRIORITY	\$ 6.00	0	\$ 0.80	1	Kms	\$ 7.60	
WSN	WEIGHT CHARGE	\$ -	25	\$ 1.25	25	kgs	\$ -	
SS	UTE/VAN STANDARD	\$ 12.50	0	\$ 0.40	1	Kms	\$ 13.30	SSF
SSF	UTE/VAN STD FOLLOWON	\$ 3.00	0	\$ 0.40	1	Kms	\$ 3.80	
SPN	UTE/VAN PRIORITY	\$ 25.00	0	\$ 0.90	1	Kms	\$ 26.80	SPF
SPF	UTE/VAN PRIORITY F/ON	\$ 6.00	0	\$ 0.90	1	Kms	\$ 7.80	
SB	UTE/VAN BULLET	\$ 37.50	0	\$ 1.30	1	Kms	\$ 40.10	
SCN	UTE/VAN COUNTRY	\$ 25.00	0	\$ 1.05	1	Kms	\$ 27.10	
SA	UTE/VAN AFTER HOURS	\$ 28.00	0	\$ 1.15	1	Kms	\$ 30.30	
SF	UTE/VAN FUTILE	\$ 12.50	1	\$ 12.50	1	Flat	\$ 12.50	
SPS	UTE/VAN PERM STD	\$ 12.50	0	\$ 0.40	1	Kms	\$ 13.30	
SPP	UTE/VAN PERM PRIORITY	\$ 25.00	0	\$ 0.80	1	Kms	\$ 26.60	
1S	1 TONNE STANDARD	\$ 14.00	0	\$ 0.40	1	Kms	\$ 14.80	1SF
1SF	1 TONNE STANDARD F/ON	\$ 3.00	0	\$ 0.40	1	Kms	\$ 3.80	
1P	1 TONNE PRIORITY	\$ 28.00	0	\$ 0.90	1	Kms	\$ 29.80	1PF
1PF	1 TONNE PRIORITY F/ ON	\$ 6.00	0	\$ 0.90	1	Kms	\$ 7.80	
1B	1 TONNE BULLET	\$ 42.00	0	\$ 1.30	1	Kms	\$ 44.60	
1C	1 TONNE COUNTRY	\$ 30.00	0	\$ 1.05	1	Kms	\$ 32.10	
1AH	1 TONNE AFTER HOURS	\$ 35.00	0	\$ 1.25	1	Kms	\$ 37.50	
1F	1 TONNE FUTILE	\$ 14.00	1	\$ 14.00	1	Flat	\$ 14.00	
1HN	1 TONNE HOURLY HIRE	\$ 22.50	60	\$ 22.50	60	Mins.	\$ 22.50	
FAH	F/ON AFTER HOURS	\$ 10.50	0	\$ 1.05	1	Kms	\$ 12.60	
1PS	1 TONNE PERM STARDARD	\$ 14.00	0	\$ 0.40	1	Kms	\$ 14.80	1SF
1PP	1 TONNE PERM PRIORITY	\$ 28.00	0	\$ 0.80	1	Kms	\$ 29.60	1PF
1PH	1 TONNE PERM HOURLY	\$ 22.50	60	\$ 22.50	60	Mins.	\$ 22.50	
CHN	CONTRACT HOURLY HIRE	\$ 22.50	60	\$ 22.50	60	Mins.	\$ 22.50	
2P	2 TONNE TRUCK PRIORITY	\$ 36.00	0	\$ 0.88	1	Kms	\$ 37.66	
4PN	4 TONNE TRUCK PRIORITY	\$ 56.00	0	\$ 1.20	1	Kms	\$ 58.40	
6PN	6 TONNE TRUCK PRIORITY	\$ 81.00	0	\$ 1.60	1	Kms	\$ 84.20	
8PN	8 TONNE TRUCK PRIORITY	\$ 104.00	0	\$ 1.62	1	Kms	\$ 107.24	
2HN	2 TONNE HOURLY	\$ 12.00	60	\$ 24.00	60	Mins.	\$ 36.00	
4HN	4 TONNE HOURLY	\$ 13.50	60	\$ 27.00	60	Mins.	\$ 40.50	
6HN	6 TONNE HOURLY	\$ 13.80	60	\$ 27.60	60	Mins.	\$ 41.40	
8HN	8 TONNE HOURLY	\$ 15.80	60	\$ 31.60	60	Mins.	\$ 47.40	
10N	10 TONNE HOURLY	\$ 17.75	60	\$ 35.50	60	Mins.	\$ 53.25	
12N	12 TONNE HOURLY	\$ 21.00	60	\$ 42.00	60	Mins.	\$ 63.00	
TTW	TRUCK WAITING/TIME	\$ -	30	\$ 2.80	5	Mins.	\$ -	
ASS	ASSIST (HELPER)	\$ 11.00	30	\$ 22.00	60	Mins.	\$ 11.00	
MN	MEDICAL COURIER	\$ 6.00	0	\$ 0.90	1	Kms	\$ 7.80	
PY	PAYROLL	\$ 2.84	0	\$ 0.42	1	Kms	\$ 3.68	
EXN	Exclusive Hire	\$ 24.15	60	\$ 24.15	60	Mins.	\$ 24.15	
HAH	Hourly After/Hours	\$ 60.00	120	\$ 30.00	60	Mins.	\$ 60.00	

Registered  
Contract Agreement  
  
Industrial Registrar