

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: CA11/2

TITLE: **AirRoad Local Parcel Sydney Contract Carriers Agreement
2010**

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 16 June 2011 / 9 May 2011

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 9 September 2011

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all contract carriers employed by AirRoad Pty Ltd who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

PARTIES: AirRoad Distribution Pty Limited -&- the Transport Workers' Union of New South Wales

AirRoad Local Parcel Agreement – Sydney

This agreement is between AirRoad Distribution Pty Ltd (**AirRoad** or the **Company**), Local Parcel Contractors engaged by AirRoad in Sydney and the Transport Workers' Union of Australia, New South Wales Branch (**Union**) and for Pickups and Deliveries in the local Sydney area.

1. **Rates of payment** for delivery of consignments on Appendix A, Parts 1&2 and Appendix B. The incentive rates are referred to as "basic and kilo" method, which closely relates to the rate agreements between AirRoad and its customers.
2. **Weekly earnings** will be calculated both on the basic and kilo rate plus all appropriate bonus payments, (Appendix A, Part 1 & 2) and on hourly and kilometre rate calculated under the General Carriers Contract Determination, NSW Only (GCCDrate, Appendix B). The greater amount will be your weekly earnings. Your guaranteed weekly earnings will be calculated under the GCCD rate.
3. **Bonus payments** to be earned.
 - a) Weighing in and out of the AirRoad terminal - \$3.00 each load. All Contractors must weigh in each morning on arrival. All the weighting data is transferred to AirRoad's bonus calculation system. (Sydney-Melbourne only)
 - b) Client satisfaction bonus \$40.00 per day.
Client satisfaction as conveyed by customer surveys or reports, this daily bonus will be suspended for a period of between 1 week - 3 months for any negligence relating to customers and also depending on the seriousness of the incident.
If the contractor is away for one or more working days up to 5 days in a year, excluding planned leave. If the contractor is away for 6 or more days in any year, however the full bonus will be forfeited for the pay week in which the 6th or subsequent day's absence falls.
 - c) Separate bonus is paid weekly on satisfactory driver and truck appearance.
Truck \$6.00/day
Driver \$6.00/day
 - d) A bonus for any positive assistance from contractors for finding ways of getting freight into ARD terminal consistently earlier. \$10.00 - \$100.00 as determined by Transport Manager.
 - e) Conveyor attendance bonus over gross on full week - 6% of GCCD earnings, supervisors will monitor the contractor's attention to this discipline.
 - f) PDA Units
The company will supply PDA units for the contractors to use. Contractors will be required to use a PDA for PODs and manifests. Policy will be discussed during the term of this agreement.
Scanners
If the personal scanner is damaged or lost through carelessness the contractor will be liable to pay an amount (determined between the manager and the contractor) for a repair or replacement unit.
 - g) A bonus of \$20.00 per day (for each day worked) will be added to minimum pay for contractors operating minimum 10-pallet parcel trucks. Where the 10 palleter is under 1 year old the bonus will be \$25.00/day.
 - h) Weekend work -Extra \$ 13.00 per hour on Saturdays
Extra \$19.00 per hour on Sundays
 - i) Dangerous goods allowance, \$3.50 per load plus \$1.50 per connote. Paperwork

must travel with the freight. A freight supervisor must check all claims.

- j) Tail Lift allowance is \$15.00 per day.
 - k) A payment of \$15.00 per day will be given to any contractor that elects to take their vehicle home this will be based on 7 days.
 - l) Where a consignee does not have a pallet account (CHEP or LOSCAM), the contractor will deliver the full pallet and must return an empty pallet to agreed site, always wood-for-wood or transfer docket. \$2.00 for CHEP or LOSCAM pallet returned and \$10.00 for any extra pallet. The returns must be signed by a supervisor.
4. All **rates** will be **calculated** from subcontractors' daily ePOD manifests, delivery manifests, pickup manifests, scan reports and weighbridge calculation for pickups.

Delivery manifest will consist of printed manifest and non-scannable freight manifests. Drivers are to tally items on delivery manifests.

Drivers are required to fill in AirRoad pickup manifests. Sample copies of each are set out in Schedules 3 and 4. A copy of the delivery vehicle manifest will be available to all Contractors and a copy, for reference, is kept in the freight office.

5. **Late pick up payments** will be assessed by a manager on each occasion. The kilos will be paid at double the second load rate and must be checked and signed for by the Transport Manager.
6. All **contractors must have their own mobile telephone** and will be paid a telephone allowance of \$8.00 per day, maximum \$40 per week.
Bridge Toll / Freeway Toll will be reimbursed from information on the run sheets or a copy of audited account.
Parking fines are reimbursed, if given authority by the approved manager.
Receipts are required for all reimbursements
7. **New trucks.** Written approval must be obtained from the company before orders are placed for new or replacement vehicles, in all cases. The company will outline the specification preferences in discussion with the driver.
Cab is white; body is white FRP or aluminium. "AirRoad" signage to be affixed at AirRoad cost. AirRoad security system to be fitted at AirRoad cost.
8. If for whatever reason the company suffers a significant reduction in freight deliveries then the company reserves the right to reduce the number of vehicles used each day as follows:
- a) firstly by not using any outside hire;
 - b) secondly, by introducing a roster system for contractors, to be worked out in conjunction, and with the assistance, of the contractors, and
 - c) finally, reduction in the number of contractors on a last on first off basis.
9. The **dispute procedure** set out in clause 13 of the GCCD will be strictly adhered to, subject to clause 23, Freight Allocation.
10. **Christmas Rosters:** Contractors are to be notified by 25 November each year.

11. **Leave:** To be taken between 25 December and 30 September each year. Exceptional circumstances may arise for time off in October, November or December and will be considered as and when they arise and according to the individual circumstances. Contractors are requested not to pre book holidays during the last quarter.

For leave of 3 or more days 2 weeks notice must be given by the contractor.

12. **Livery:** The company reserves the right to have contractors' vehicles display the company name and logo and for drivers to wear company uniforms.

The company name and logo will be removed from contractors' vehicles at the company's cost when the contractor ceases to work for the company.

Livery/Uniform: Contractor will be supplied with the following:

- 5 shirts, 2 jumpers, 1 jacket (after the first three months), 3 pairs of shorts or 2 pairs of shorts and 1 pair of trousers.

Replacement of these items will be on a normal wear and tear basis. Each contractor/driver is required to wear the uniform. Drivers may be stood down or loss of bonus may apply if inappropriate attire is worn during working hours.

14. Any **misconduct or breach of agreement** may lead to loss of bonus or no further work being offered to a contractor. Normally there will be three warnings in the case of unsatisfactory performance but this may vary depending on the circumstances of the incident. Unsatisfactory performance or misconduct includes but is not limited to inappropriate behaviour by a contractor or driver towards customers of the company and failing to comply with normal and reasonable instructions issued by officers of the company.

Immediate suspension will apply for any gross misconduct, or dereliction of duty including but not limited to:

- consuming or being under the influence of or using alcoholic beverages or other prohibited drugs during working hours;
- leaving a truck unattended with the cabin or pan unlocked;
- failing to ensure the alarm supplied by the company is properly functional at all times or failing to report to the company immediately if the alarm is not functioning properly;
- failing to take any other reasonable steps to ensure the safety or security of goods being transported;
- actual or threatened violence to any other person at work including customers, management, staff and other drivers, and
- refusing or changing pick up instructions.

15. The payments prescribed in this agreement include all amounts, if any, due to a contractor under the GCCD from time to time for all work performed by a contractor in the relevant pay period. **GCCD increases** will flow on.

16. Your **individual hourly GCCD rate** and your kilometre rate is attached on Appendix B. Your guaranteed number of hours each 5 day week is 50 at the attached hourly GCCD rate.

17. Fuel Cost/ Variation/ Review

The agreement provides for half yearly fuel cost reviews however the company may agree to consider any major fluctuations that may occur within the six month period if they arise.

The formula that will be used for any agreed fuel cost review is as follows:

- Benchmark rate per litre as declared by the average rate taken from three nominated service stations..

Therefore we agree on a retail bowser price of 94 cents per litre as of 19/9/01.
The adjusted payment will begin one month after the fuel cost increases above 94 cents / litre and will continue for one month after the cost / litre has reduced to or below 94 cents.

A mean average cost / litre will be calculated each week by contacting three fuel outlets to establish the litre price. We can assume 1 litre is used for each 5 kms.

The difference between 94 cents & the **mean average price (MAP)** will be multiplied by one-fifth of each Contractor's **total weekly kilometres (TWK)** and added to both the minimum and the incentive totals.

Formula. MAP minus 94 cents x (TWK divided by 5).

18. Insurances

Contractors are required to provide proof of insurances listed below:

- Workers Compensation/Public Liability Cover and a Marine Cover.

Each Contractor must present a copy of the original premium payment notice for his/her relative workers compensation and public liability cover confirming the policy number and premium payment amount and due date. The existing arrangements pertaining to these compulsory covers are not negotiable during the term of this contract.

The company will if requested provide each contractor access to the companies Insurance Broker who may be able to assist in securing such insurance cover.

19. Daily Duties

a) Starting times/ hours

- a. Expected start time 6.30 Monday / Friday inclusive or to suit special jobs:
- b. Each contractor must weigh in at the start of the day.
- c. All Contractors are required to pre advise the shift supervisor, prior to normal start time when not available for work.

b) Load Preparation

Each contractor accepts the responsibility of clearing his/her own freight from the conveyor belt or other nominated areas including the security cage. Each contractor must be ready to start removing freight from the conveyor by 6.30 am each day.

It is expected that all deliveries should be completed as soon as is practical and that the sequence of deliveries should be carried out in a manner that provides the best possible delivery service at all times.

All freight must be scanned "delivery" onto the truck. No freight will be taken from the terminal without the delivery scan, or where this is not possible, a hand written manifest must be done for any non scannable items.

Any freight, paperwork or ePOD discrepancies must be reported to the Company AM Supervisor or his nominee whilst the loading / sorting process takes place.

All freight that is taken from the depot for delivery and cannot be delivered for any reason must be returned to the depot on that same day and the reason recorded. The freight office staff will place a note (under consignment note number) into the computer. The contractor must ensure freight is carefully scanned "Depot In" by the staff, who is on duty. This is the proof that the freight has been returned.

PODs must be handed in each day. These will be carefully checked by the person on duty. Contractors will be notified immediately if any discrepancies are found. Contractors will be responsible for their PODs and other paperwork necessary to complete any transaction. The company will exclude payment for any incomplete transaction involving ePOD or paper PODs.

Should two contractors be at the same pickup location, then:

1. the one that arrives first will be loaded first, and
2. if one contractor has already done one load into the depot then the other contractor will load first regardless of when he arrived at the pickup location.

20. Truck Weighing

All contractors are required to weigh in and out of the terminal as follows: Starting time, empty, then only when carrying freight, for any further weighing each day.

21. Overloading/ Road Rules

The Company will not condone any road or RTA laws being broken at any time. If a contractor overloads, no payment will be made by the amount of overload or any other infringement. Contractors will be personally responsible for any fines incurred from any conviction.

22. Allocated Run Areas/ Load Maximisation

The Company reserves the right to allocate or vary the pickup and delivery run areas to each Contractor.

The Company defines the delivery and pickup area / zones therefore the distance to be travelled by each contractor and these variables are reflected in the rates set out for each zone.

The Company may change the pickup and delivery run areas allocated to Contractors as it deems reasonable.

23. Freight Allocation

The Company does not guarantee any contractor all the freight that may be picked up or delivered in an allocated area. However, the contractor will have first preference in the area allocated to him providing all freight allocated by the company AM Supervisor is delivered in accordance with the daily schedules.

Freight is allocated initially by consignment note to the relevant delivery run area. If there is too much delivery freight or too many deliveries for a run, some freight or deliveries may be allocated to a driver in an adjacent run.

Once drivers have completed deliveries, they telephone the company for pick-up instructions. Pick-ups are allocated to drivers in or close to the driver's delivery run or on a line from that run into the company's Lidcombe depot.

The company will take all reasonable steps to ensure freight is allocated fairly and reasonably, subject to freight volume and business and customer needs.

When allocating freight, the Company will use its best endeavours to give all drivers an opportunity to earn a minimum weekly payment as agreed, between the company, union and the contractor from time to time.. Drivers will cooperate with the company's endeavours.

If a Contractor has a genuine grievance about freight allocated by the company the following procedure applies:

- a) the contractor will discuss the matter with the company which will use its best endeavours to resolve the grievance;
- b) if the matter is not resolved, a union delegate will discuss the matter with the company;
- c) if the matter is not resolved, a union organiser will take up the matter with the company; and
- d) if the matter is still not resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for conciliation.

At all times, while this procedure is being followed, work must continue normally.

24. **Goodwill** remains the sole property of the company and must never be offered as an inducement to sell a contractor's vehicle which can only be sold for market value. The company does not require or recognise any goodwill payment on contractor's vehicles.

25. The Agreement becomes effective when signed by all parties and will remain in force for two (2) years and thereafter until replaced by a new agreement, or terminated after expiration of the two (2) years on one month's written notice by any party. Discussions will commence three months before expiry of the initial two year period with a view to making a new agreement. The terms and conditions of this agreement may be varied at any time in writing, but only with the consent of the Company, the Union and a majority of Contractors working under this agreement from time to time.

26. **GST**

All rates referred to in this agreement are subject to GST as prescribed by relevant law.

27. **Agreement scope** for all Contractors engaged by AirRoad Distribution Pty Ltd providing metropolitan-Pick Up & Delivery services in Sydney:

- a) working from allocated Depot, and
- b) regular work from other nominated locations.

28. **Weekly Payments**

Weekly payments will be calculated as specified in clause 2, Weekly earnings.

Rates outlined in Appendix A will be loaded by a Zone allowance based upon the kilometres travelled from the nominated depot, as follows:

Zone 1	0-7 klms
Zone 2	8-14 klms
Zone 3	15-21 klms
Zone 4	22-28 klms
Zone 5	28-40 klms
Zone 6	41-65 klms

29. Duration

- (a) This Agreement shall come into effect on 9th May 2011 and shall remain in operation until 8th May 2013.
- (b) This Agreement rescinds and replaces the 2004 AirRoad Parcel Agreement.
- (c) Where there is an inconsistency between this Agreement and the Determination or contract agreements, this Agreement shall prevail, to the extent of the inconsistency and as far as the law allows except as otherwise provided in this Agreement.
- (d) the parties may commence negotiations for a new agreement 3 months before the expiry date i.e. starting 9th February 2013.

*Changes as requested
9/5/11
Michael Ryan*

APPENDIX A: PART 1

INCENTIVE PAYMENT SYSTEM – DELIVERY RATES

Basic charge per consignment note:


POD signed and printed name of received	\$1.00
POD dated	\$0.50
POD timed	\$0.50
Plus each individual / item scanned	\$0.35*
TOTAL BASIC CHARGE	\$2.00

Plus kilo rates:

	Zone:	1	2	3	4	5	6
1							
Cents							
Per Kg	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	
1 -100	3.41	3.68	4.46	4.99	5.89	7.98	
101-250	3.15	3.47	4.10	4.73	5.35	7.70	
251-500	2.89	3.16	3.76	4.34	5.08	7.15	
501-750	2.63	2.89	3.41	3.94	4.55	6.60	
751-1000	2.36	2.60	3.08	3.55	4.01	5.50	
1001 +	2.10	2.31	2.73	3.15	3.75	4.95	

*The above kg rates will be increased by 3% on the 1/03/12

- Home Deliveries: Surcharge of \$5.00 per delivery (All zones).
- Home deliveries should be clearly noted on the daily manifest, and signed for by a supervisor.
- SWAPOUTS (Delivery & Pickup in one): surcharge of \$ 7.50 per stop.
- *Each multiple item delivery attracts a rate of 35 cents for the first 10 scans then 10 cents for any further scans.
- Basic Charge and connote payment on deliveries (where appropriate) - When the number of connotes is in excess of 10 to the same delivery point, only the first 10 will incur the basic charge on connote.
- When it is necessary to break down a pallet and deliver it in parts to the receiver a rate of \$ 7.50 will apply.
- THE KILO RATES ARE CALCULATED INCREMENTALLY
- \$30.00 out of Area
- Credit card deliveries will attract an extra payment of \$7.50 per consignment

Contractor Signature: 

APPENDIX A: PART 2

INCENTIVE PAYMENT SYSTEM – PICK UP RATES

Pick Up Charge Per Address / Stop \$5.00 per stop charge

Plus:

\$0.15 cents- Per scanned item at Pickup point onto Contractors Truck.

\$0.50 cents - Per consignment for direct pickups per single contractor. Pick ups under 4 tonnes.
No connote rate will be paid for any shared pick ups.

Private Address Pickups \$5.00 per stop (\$10.00 per pick up)

Scanning payments will be calculated from the company scanning reports.

Plus Kgs rates: Consolidated weights per incoming loads

The Pick Up payments will be calculated in conjunction with the daily manifest and the details of each incoming load and the consolidated weight reports over the weighbridge for all incoming load.

The following rates apply:

CONSOLIDATED WEIGHT OVER WEIGHBRIDGE

Cents Per Kg	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
0-4000	2.89	2.94	3.05	3.15	3.21	3.30
4000 +	2.10	2.36	2.63	2.58	2.68	2.75

*The above kg rates will be increased by 3% on the 1/03/12

The actual zone pick up payment for all loads returned to the depot will be calculated from the area zone where the last delivery was made.

There will be a minimum payment for 2 tonnes on the second load.

APPENDIX B

Transport Industry – General Carriers Contract Determination

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles <u>Carrying Capacity</u>	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 to 5 Tonnes	33.30	41.47	29.22	41.52	23.78	41.55
5 to 8 Tonnes	39.14	53.77	33.27	53.86	25.44	53.86
8 to 10 Tonnes	45.53	66.24	37.74	66.54	32.22	66.52
10 to 12 Tonnes	60.36	92.62	47.39	92.30	38.83	92.33
12 to 14 Tonnes	77.87	116.57	58.88	116.48	46.59	116.52
14 Tonnes +	86.63	137.68	64.80	137.23	49.87	137.29
Single Axle Prime Mover	63.24	125.65	49.52	125.91	40.77	125.93
Bogie Axle Prime Mover	89.07	144.62	66.56	144.60	51.15	144.65

Minimum weekly earnings for each contractor will be calculated by using a minimum of 50 hours per week plus the kilometres at the appropriate rates using Schedule 1 – Vehicle rates of the General Carriers Contract Determination.

Hours will be deducted when Contractors take time off.

Eg.

- a) 1 day off 40 hours minimum
- b) 2 hours off 48 hours minimum

