

REGISTER OF
CONTRACT AGREEMENTS



CONTRACT AGREEMENT NO: CA97/7

TITLE: Contract Carriers (John Fairfax Publications Pty Limited) Contract Agreement

I.R.C. NO: 97/3074

DATE APPROVED/COMMENCEMENT: 23 June 1997

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Contract Carriers operating from the Company's business at Lot 12 Hume Highway, Chullora or other company locations

PARTIES: John Fairfax Publications Pty Ltd -&- New South Wales Road Transport Association Inc

Contract Agreement No.

Contract Agreement



**New South Wales Road Transport
Association**

and

John Fairfax Publications Pty Ltd

**The Contract Carriers
(John Fairfax Publications Pty Limited)
Agreement**



1. Incidence and Duration

1.1 This Agreement:

- (a) applies to all Core and Non Core Contract Carriers engaged by John Fairfax Publications Pty Ltd performing Contracts of Carriage in relation to its Business.
- (b) rescinds and replaces all prior agreements between the parties, whether or not registered under the Industrial Arbitration Act 1940 or the Industrial Relations Act 1991.
- (c) shall operate for a period of three (3) years from the date of its registration and shall continue thereafter until renegotiated.
- (d) will not be varied, amended, rescinded or terminated (other than in accordance with its terms) without the consent of the parties.

2. Purpose

2.1 The purpose of this Agreement is to:

- (a) encourage harmonious relations between the parties by developing and mutual understanding through consultation and co-operation; and
- (b) improve the efficiency and profitability of the Principal Contractor using best practice principles for the delivery of products for the benefit of all.

3. Definitions and Interpretation

3.1 In this Agreement, unless the contrary intention appears:

“Act” means the Industrial Relations Act 1996 (NSW) as amended.

“Association” means the New South Wales Road Transport Association.

“Business” means the business of transporting and distributing products of the Principal Contractor from Lot 12 Hume Highway, Chullora, (or such other locations used from time to time by the Principal Contractor to store its products).

“Contract Carrier” means a person, sole trader, partnership, company or business who enters into a Contract of Carriage with the Principal Contractor in relation to its Business, and includes a sole trader, partnership or corporation as prescribed in section 309(1) of the Act.

“Core Contract Carrier” means a Contract Carrier who is engaged by the Principal Contractor as a Core Contract Carrier to provide Contracts of Carriage over 7 days per week, and who has entered into a Contract of Carriage with the Principal Contractor.

“Confidential Information” means:

- (a) all confidential, non-public or proprietary information exchanged between the parties under this Agreement or during the negotiations preceding this Agreement;

- (b) all confidential, non-public or proprietary information relating to John Fairfax Publications Pty Ltd and their Business which is disclosed either during the negotiations preceding this Agreement or after execution of this Agreement; and
- (c) all confidential, non-public or proprietary information relating to Fairfax Printers Pty Ltd or its marketing, technology, products or production innovations and any information concerning the customers of John Fairfax Publications Pty Ltd, but excludes information:
 - (i) which is in or becomes part of the public domain other than through breach of this Agreement;
 - (ii) which a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
 - (iii) which John Fairfax Publications Pty Ltd acquires from a third party entitled to disclose it.

“Consultative Committee” means the committee established by clause 5.

“Contract of Carriage” has the meaning given to that expression by the Act.

“Core Contractor’s Committee” means a committee of Core Contract Carriers who are elected or appointed by Core Contract Carriers to represent the interests of Contract Carriers.

“Customers” means customers of the Principal Contractor and any other related company.

“Distribution Department” means the distribution department of the Principal Contractor.

“Distribution Manager” means the distribution manager of the Principal Contractor.

“Non Core Contract Carrier” means a Contract Carrier who is engaged by the Principal Contractor as a Non Core Contract Carrier to provide Contracts of Carriage as required by the Principal Contractor, and who has entered into a Contract of Carriage with the Principal Contractor.

“Principal Contractor” means John Fairfax Publications Pty Ltd.

“Products” means all products authorised for carriage by John Fairfax Publications Pty Ltd.

“Vehicle” includes a motor lorry.

3.2 Where the context so requires, a reference to the “Contract Carrier” shall refer to the driver performing the obligations of a Contract Carrier pursuant to the Contract of Carriage.



4. Consultation and Continuous Improvement

- 4.1 The parties are committed to promoting involvement and consultation of Contract Carriers in the Business so that customer service levels are continuously improved. Customer service in this context pertains to all matters in the distribution of newspapers.
- 4.2 The parties acknowledge the need to ensure on time delivery of Product.
- 4.3 The parties acknowledge the need to improve the efficiency of the distribution system.
- 4.4 The parties acknowledge that the Principal Contractor will undertake performance reviews of all Contract Carriers regularly. To ensure that customers receive the best service possible from Contract Carriers, all newsagents will be provided with a customer service policy and asked to report discrepancies in delivery arrangements.
- 4.5 The parties acknowledge that the application of new technology to the method of distribution of products is inevitable.
- 4.6 The parties acknowledge that critical to the application of new technology is the need for reasonable notice of its implementation, discussion on the designed effect of the technology and the development of skills required to support its safe and legal use.
- 4.7 The parties acknowledge that Contract Carriers will not, for their part unreasonably refuse the use of new technology.

5. Consultative Committee

- 5.1 A joint committee consisting of three (3) management representatives of the Principal Contractor and three (3) Core Contract Carriers shall be established to ensure that:
- (a) workplace problems where practical are resolved through discussions between the Principal Contractor and Contract Carriers; and
 - (b) there is consultation regarding matters involving changes to the organisation or performance of work.

This committee will make recommendations to the appropriate person or decision making body of the Principal Contractor.

6. Working Arrangements

- 6.1 A Core Contract Carrier must:
- (a) be available to enter into Contracts of Carriage with the Principal Contractor in relation to the Business seven days per week at times nominated by the Principal Contractor; or
 - (b) provide a replacement driver with a Vehicle to enter into Contracts of Carriage with the Principal Contractor in relation to the Business seven days per week at times nominated by the Principal Contractor.



6.2 Availability

A Contract Carrier must:

- (a) advise the Distribution Department by 4:00 pm prior to the commencement of a shift if they are not available for that shift; and
- (b) advise the Core Contractor's Committee to arrange for a replacement driver.

6.3 Where the Core Contractors' Committee is unable to replace the driver in sub-clause 6.2 (b), the Contract Carrier must arrange for a replacement driver.

6.4 The Principal Contractor and the Non Core Contract Carrier will enter into Contracts of Carriage in relation to the Business from time to time during the term of this Agreement.

6.5 The Principal Contractor in no way guarantees the Non Core Contract Carrier any amount or quantity of work or level of earnings and has made no representations suggesting the same.

7. Delivery Duties of Contract Carriers

7.1 A Contract Carrier must when entering into a Contract of Carriage with the Principal Contractor in relation to the Business:

- (a) make their Vehicle available for pre-loading at the time nominated by the Principal Contractor;
- (b) load or supervise the loading of the Vehicle;
- (c) secure or supervise the securing of Product to be delivered;
- (d) count Product as they are loaded onto the Vehicle;
- (e) notify the Distribution department immediately of any shortage of stock or over supply;
- (f) account to the Principal Contractor for all Products provided;
- (g) deliver Product in the order specified by the Principal Contractor;
- (h) ensure the Products delivered to each Customer comply with the relevant manifest;
- (i) protect the Products in the event of wet weather;
- (j) distribute posters as required by the Principal Contractor;
- (k) ensure that all relevant delivery documentation is delivered to Customers at the time of delivering the product;
- (l) ensure that all delivery records (with signatures) are returned to the Principal Contractor at the commencement of the next start;
- (m) follow the systems provided by the Principal Contractor, subject to training in use and occupational health and safety considerations; and
- (n) deliver only Products as authorised by the Principal Contractor.



8. Availability of a Suitable Vehicle

- 8.1 The parties acknowledge that any Vehicle used to perform a Contract of Carriage in relation to the Business:
- (a) needs to reflect an image of quality; and
 - (b) provide the level of performance and necessary reliability to consistently meet the Principal Contractor's operating standards.
- 8.2 A Contract Carrier must ensure that any Vehicle used to perform a Contract of Carriage is registered under applicable legislation and regulations (presently the Traffic Act 1909) and that all necessary insurances are in force with respect to the Vehicle.
- 8.3 A Core Contract Carrier must:
- (a) keep the Vehicle in a mechanically sound, roadworthy and clean condition; and
 - (b) repair an unserviceable Vehicle as soon as practicable.
- 8.4 A Core Contract Carrier who is unable to report for work with a serviceable Vehicle must inform the Principal Contractor of the reason for the inability to report for work and the anticipated period of inability to report for work by 4.00 pm on the day they are required to start.

9. Contract Rate Structure

- 9.1 The Principal Contractor will pay a Core and Non Core Contract Carrier for Contracts of Carriage performed in accordance with Annexure A.
- 9.2 The Principal Contractor will pay a Core Contract Carrier by electronic funds transfer on a monthly basis from 1 July 1997.
- 9.3 The Principal Contractor will pay a Non Core Contract Carrier by electronic funds transfer on a fortnightly basis from 1 July 1997.

10. Consumption of alcohol

- 10.1 A Contract Carrier must not consume alcohol or illegal drugs or be under the influence of alcohol or illegal drugs during the performance of duties under a Contract of Carriage.

11. Allocation of Work

- 11.1 The Principal Contractor and the Core Contractor's Committee shall agree on the manner of allocating work.
- 11.2 A Contract Carrier will not be entitled to a specific route or run.



12. Insurances

- 12.1 The Principal Contractor must obtain and maintain:
- (a) adequate insurance cover against the liability of itself, and each Contract Carrier for loss of or damage to Product; and
 - (b) a public liability insurance policy of up to five (5) million dollars in respect of any liability incurred by a Contract Carrier in the performance of the Contract of Carriage.
- 12.2 A Contract Carrier must obtain and maintain:
- (a) a comprehensive motor vehicle insurance policy or comprehensive third party property policy over any Vehicle used to perform a Contract of Carriage in relation to the Business, including unlimited cover for third party property damage in respect of any one accident; and
 - (b) in respect of any person who shall at any time be employed by him or her, such workers' compensation insurance cover as required by law.
- 12.3 (a) A Contract Carrier must provide the Principal Contractor with copies of all policies referred to in subclause 12.2 within twelve (12) weeks from entering into a Contract of Carriage with the Principal Contractor.
- (b) A Contract Carrier must provide the Principal Contractor with copies of all policies referred to in sub-clause 12.2 annually from the date of commencement of this Agreement.

13. Confidential Information

- 13.1 A Contract Carrier must maintain the confidentiality of Confidential Information.

14. Chullora Safety and Operative Practices

- 14.1 A Contract Carrier must observe and conform with the Principal Contractor's Safety and Operative Practices as amended from time to time.
- 14.2 A Contract Carrier will be provided with a copy of these practices referred to in sub-clause 14.1.

15. General

- 15.1 This Agreement does not constitute any form of contract of employment or partnership between the Principal Contractor and a Contract Carrier or between the Principal Contractor and a driver of a Contract Carrier.



16. Employment of Employees by Contract Carriers

- 16.1 A Contract Carrier must control and supervise drivers and other personnel used or supplied by a Contract Carrier.
- 16.2 Subject to this Agreement a Contract Carrier will retain all normal rights, powers and responsibilities of an employer including remuneration, termination of service, hours of service, places of performance, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law, award or industrial agreement.
- 16.3 A Contract Carrier must comply with all requirements as to payroll tax, group tax or any other taxes or levies in relation to all drivers and other personnel engaged by a Contract Carrier in carrying out this Agreement.
- 16.4 A Contract Carrier may, but is not required to, employ a driver to carry out this Agreement.

17. Discipline

- 17.1 If the Principal Contractor is satisfied that a Contract Carrier has breached this Agreement, the Principal Contractor may among other things do any one or more of the following:
- (a) direct the Contract Carrier to rectify the problem;
 - (b) counsel the Contract Carrier;
 - (c) issue a verbal warning to the Contract Carrier that the subsequent breach will involve more serious disciplinary action;
 - (d) issue a formal letter of warning to the Contract Carrier indicating that a subsequent breach of the Agreement will result in the Principal Contractor terminating the Contract of Carriage with the Contract Carrier;
 - (e) suspend temporarily the Contract of Carriage with the Contract Carrier.

18. Customer Service

- 18.1
- (a) The Principal Contractor will monitor discrepancies in the delivery of the products on an "overs and unders" basis in relation to each Contract Carrier.
 - (b) Where a consistent pattern of discrepancies emerge in relation to any Contract Carrier, the Principal Contractor will investigate the discrepancies.
 - (c) Where the discrepancies are linked to the conduct of the Contract Carrier, disciplinary action will be taken.
- 18.2 Where the product is damaged or lost due to the conduct of a Contract Carrier, the Contract Carrier must pay to the Principal Contractor an amount equal to the loss and cost incurred by the Principal Contractor.

19. Termination of Contract

- 19.1 The Principal Contractor may immediately terminate the engagement of a Contract Carrier on the grounds of serious misconduct, incompetence, negligence, or fraudulent or criminal behaviour.
- 19.2 Notwithstanding sub-clause 19.1, the engagement of a Core Contract Carrier may be terminated by either party for any reason by the provision of four weeks' written notice.

20. Goodwill

- 20.1 Under no circumstances may a Contract Carrier sell the Vehicle which has been used to perform Contracts of Carriage in relation to the Business with work. No goodwill, premium or fee will attach to any Vehicle utilised for the performance of any Contract of Carriage performed in relation to the Business.
- 20.2 The Principal Contractor is entitled to terminate the engagement of a Contract Carrier in accordance with clause 19, Termination of Contract, without compensating the Contract Carrier with respect to:
- (a) any goodwill, premium or fee paid by that Contract Carrier on commencement of performing Contracts of Carriage in carting Products for the Principal Contractor; or
 - (b) any expectation (arising out of the payment by any person of goodwill, premium or fee on commencing performing Contracts of Carriage for the Principal Contractor) that the Contract Carrier would be entitled to receive goodwill, a premium or fee from an incoming Contract Carrier.
- 20.3 The rights and interests of each Contract Carrier to perform Contracts of Carriage for the Principal Contractor in relation to the Business are personal to the Contract Carrier and cannot be sold, assigned, subcontracted or transferred by the Contract Carrier.
- 20.4 At any time a Core Contract Carrier must inform the Principal Contractor of its intention to sell a Vehicle which has been used by the Core Contract Carrier in any Contract of Carriage with the Principal Contractor.
- 20.5 Upon the Principal Contractor being informed of the Core Contract Carrier's intention to sell a Vehicle which has been used by the Core Contract Carrier in any Contract of Carriage, the Principal Contractor will provide a letter in the terms of Annexure "B" to the Core Contract Carrier and a letter in the terms of Annexure "C" to the prospective purchaser.
- 20.6 In any dealings, negotiations, contracts or arrangements of any kind with a potential purchaser of any Vehicle which has been used by a Contract Carrier to perform Contracts of Carriage in relation to the Business, a Contract Carrier must not at any time make any oral or written representation:
- (a) concerning the Contracts of Carriage offered by Principal Contractor to the Contract Carrier including, but not limited to, any oral or written representations concerning the nature or quantity of the work or the remuneration derived therefrom; or

(b) that suggest that the Contract Carrier is offering a transaction which involves anything more than the sale of the vehicle at its market value.

20.7 Each Contract Carrier will indemnify the Company in respect of all claims, demands, actions, proceedings and damages arising from any breach of clause 20.6.

20.8 Where a Contract Carrier has purchased, or has signified its intention to the Principal Contractor that it will purchase, a Vehicle for the Cartage of Goods from any person who has at any time previously entered into a Contract of Carriage with the Contract Carrier in relation to the Business, the Contract Carrier will be deemed to have purchased the vehicle at its market value.

Registered
Contract Agreement

Industrial Registrar

21. Goodwill Annuity

21. The Contract Carriers set out in Annexure D have separately entered into deeds of release to settle all claims in respect of Goodwill for prior Contracts of Carriage agreements.

22. Paid recreation break and service fee

22.1 No Contract Carrier shall have an entitlement to annual leave or a paid recreation break or payment in lieu of annual leave or a paid recreation break. Any accrued entitlement to annual leave under Clause 8 of the Industrial Agreement No 5 of 1990 does not have any effect after the date of approval of this Agreement.

22.2 No Contract Carrier shall have any entitlement to a service fee under Clause 5 of the Industrial Agreement No 5 of 1990 or payment in lieu of a service fee. Any entitlement to a Service Fee under Clause 5 of the Industrial Agreement No. 5 of 1990 does not have effect after the date of approval of this Agreement.

22.3 At the date of approval of this Agreement, each Core Contract Carrier nominated in Annexure "D" will receive a payment for accrued entitlements in sub-clause 22(1) and sub-clause 22(2) to compensate the Core Contract Carrier for the loss of any entitlements under Clause 5 or Clause 8 of the Industrial Agreement No. 5 of 1990.

23. Grievance Procedure

23.1 The parties acknowledge that any disputes will be resolved promptly by discussions in good faith without interruptions to the Business.

23.2 In the event of a dispute occurring the Contract Carrier shall discuss the matter with the Core Contractor's Committee. The Core Contractor's Committee will immediately confer and attempt to resolve the matter without delay.

23.3 If the matter is not resolved within a reasonable time, it shall be referred to the Distribution Manager of the Principal Contractor.

23.4 If the matter is still not resolved within a reasonable time, it shall be referred to the Consultative Committee, who shall confer and attempt to resolve the matter.

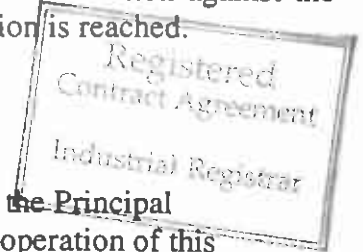
- 23.5 If the matter is not resolved within a reasonable time it shall be referred to the General Manager of the Principal Contractor and Human Resources Director of John Fairfax Publications Pty Limited.
- 23.6 If the matter is not resolved within a reasonable time shall be referred to the Association and the Human Resources Director.
- 23.7 If the matter is not resolved within a reasonable time it shall be referred to the Industrial Relations Commission.
- 23.8 During the grievance procedure, the Principal Contractor and the Contractor's Committee and the Contract Carriers shall not undertake industrial action against the other party. Production shall continue as normal until a resolution is reached.

24. Contracts of Carriage Guarantee

- 24.1 The Contract Carriers must not stop or delay the distribution of the Principal Contractor's Products as a result of industrial action during the operation of this Agreement.
- 24.2 The Contract Carriers agree that during an industrial dispute, Contracts of Carriage will be maintained, by supplying the minimum number of Contract Carriers required to perform services referred to in sub-clause 4.2 and sub-clause 7.1.
- 24.3 The minimum number of Contract Carriers will be determined for each Product by the Consultative Committee.

25. Leave Reserved

Leave is reserved for the parties to negotiate rates for new Products undertaken by the Principal Contractor after the commencement of this Agreement



Executed by the parties as an Agreement on 9 May 1997.

Registered
Contract Agreement
Industrial Registrar

THE COMMON SEAL
of JOHN FAIRFAX PUBLICATIONS
PTY LIMITED

was affixed to this document
in the presence of:



[Signature]

Secretary/Director

[Signature]
Director

Carolyn Heason

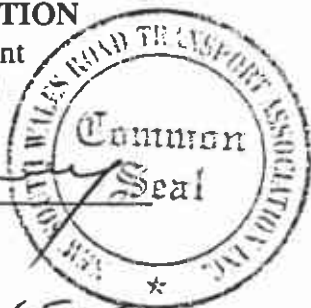
Name (please print)

JOHN HAYSHE CREAVES

Name (please print)

THE COMMON SEAL
of THE NEW SOUTH WALES ROAD
TRANSPORT ASSOCIATION

was affixed to this document
in the presence of:



[Signature]

Secretary/Director

[Signature]

Director

G. R. TINNEY

Name (please print)

T M DENK

Name (please print)



Annexure "A"

Rate Structure

1. Objectives

This Annexure contains the rates to be paid to Contract Carriers who provide services pursuant to a Contract of Carriage.

The objectives of the parties to this Agreement in establishing the rates contained in this Annexure were:

- 1.1 to establish an understood formula for the calculation and adjustment of both the labour and cost of capital component in the rates.
- 1.2 to establish a rate structure and conditions of engagement that did not disadvantage Contract Carriers at the time this Agreement was registered.
- 1.3 to ensure Contract Carriers receive regular reviews of the labour and cost of capital to ensure fairness and equity.

2. Components of the Contract Carrier's Rate

- 2.1 The parties have agreed that a rostered shift under this Agreement is of 6 hours duration to be worked at a time nominated by the Principal Contractor.
Shifts of less than 6 hours exist to meet particular circumstances and these are specified in sub-clause 8 of this Annexure.
- 2.2 The base shift rate is made up of two components. These components and their relativity to the base shift rate at the commencement of this Agreement are:
 - a. The labour component was 65% of the base shift rate
 - b. The cost of capital component was 35% of the base shift rate
- 2.3 The agreed dollar value of the base shift rate components from 1 October 1996 is:
 - a. The labour component is \$111.40 per shift
 - b. The cost of capital is \$60.00 per shift
- 2.4 The parties have agreed that these relativities were used in establishing the base shift rate at the commencement of this Agreement. Further, the parties have agreed that these relativities shall not be maintained during the life of the Agreement or used as the basis for a variation to the value of the base shift rate in the future.

3. Components of the cost of capital

- 3.1 The cost of capital component in the base shift rate is made up of the following:
- Fuel - comprises 47.1% of the cost of capital component
 - Capital Costs - comprises 36.6% of the cost of capital component
 - Repairs and Maintenance - comprises 12.0% of the cost of capital component
 - Tyres - comprises 4.3% of the cost of capital component

- 3.2 The parties have agreed that the cost of capital components will be varied in accordance with positive and negative movements in the nominated Consumer Price Index (CPI) transportation indicators.

The nominated CPI transportation indicators are :

- Fuel - automotive fuel index
- Capital Costs - The retail price of a Ranger six Long truck. As at 14 February 1997 this retails for \$63,000 (National Fleet Price).
- Repairs and Maintenance - Vehicle service, repairs and parts index
- Tyres - Tyres and tubes index

4. Variation of the base shift rate components

The parties have agreed to vary the labour and cost of capital components in accordance with the following :

4.1 Labour

The parties have agreed that the Labour component shall be the following dollar amounts as a consequence of the nominated percentage increase being applied.

Date	Value (\$)
From 1 October 1996	\$111.40 per shift (3.5 percent increase)
From 1 July 1997	\$113.63 per shift (2.0 percent increase)
From 1 January 1998	\$115.90 per shift (2.0 percent increase)
From 1 July 1998	\$118.22 per shift (2.0 percent increase)
From 1 January 1999	\$120.58 per shift (2.0 percent increase)

The parties have agreed that the above increases in the labour component are in place of and not in addition to rates movements in both the Transport Industry Awards or Transport Industry - General Carriers Contract Determinations.

4.2 Cost of Capital

The cost of capital elements will be reviewed at the same time as the Labour component increases.



5. Supplementary payments for Core Contract Carriers

- 5.1 The Core Contract Carriers named in Annexure "D" of the Agreement shall receive in addition to the base shift rate for the carriage of Sydney Morning Herald and Australian Financial Review shifts pursuant to sub-clause 5.4 of this annexure a supplementary payment.
- 5.2 The supplementary payment is to compensate for the loss of paid leave entitlements paid under Industrial Agreement No. 5 of 1990. These entitlements include a service fee, rostered days off, annual leave loading, uniform allowance and the absorption of a weekly sundry payment.
- 5.3 A Core Contract Carrier shall not be entitled to receive more than 6 supplementary payments in a week
- 5.4 The supplementary payment had a value of \$25.00 per shift as at 1 October 1996. The Principal Contractor shall increase the supplementary payment at the same time and by the same percentage increase as the labour component.

6. Sunday labour component loading

- 6.1 A Contract Carrier required to perform a Contract of Carriage on a Sunday shall receive a Sunday labour component loading in addition to the base shift rate.
- 6.2 The Sunday labour component loading is equal to 75 percent of the labour component contained in sub-clause 4.1 of this Annexure.
- 6.3 For the purpose of this clause "Sunday" shall mean any shift the greater part of which is after 12:00 midnight Saturday.

7. Rate structure for Contract Carriers

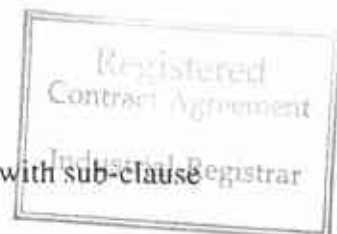
This clause shall specify the rates and allowances paid to Contract Carriers as at 1 October 1996.

7.1 Monday to Saturday

	Core Contract Carrier	Non Core Contract Carrier
Base shift rate	\$171.40	\$171.40
Supplementary	\$25.00	n/a
Total	\$196.40	\$171.40

- a. When a Contract Carrier is required to work more than the rostered 6 hours on any day except a Sunday, the additional hours worked shall be paid at a rate that is equal to one sixth of the base shift rate.
- b. Notwithstanding sub-clause 7.1(a) the Principal Contractor shall continue to pay the additional hourly rate of \$29.89 for work performed Monday to

Saturday until the hourly rate calculated in accordance with sub-clause 7.1(a) of this Annexure is greater.



7.2 Sunday

	Core Contract Carrier	Non Core Contract Carrier
Base shift rate	\$171.40	\$171.40
Sunday labour loading	\$83.55	\$83.55
Total	\$254.95	\$254.95

- a. When a contract carrier is required to work more than the rostered 6 hours on a Sunday, the additional hours worked shall be paid at a rate that is equal to one sixth of the base shift rate.
- b. Notwithstanding sub-clause 7.2(a) the Principal Contractor shall continue to pay the additional hourly rate of \$44.83 for work performed on a Sunday until the hourly rate calculated in accordance with sub-clause 7.2(a) of this Annexure is greater.

8. Public holiday labour loading

- 8.1 In addition to the rates prescribed in clause 7 of this Annexure, a Contract Carrier required to perform a Contract of Carriage on a New South Wales Gazetted Public Holiday shall receive a public holiday loading equal to the labour component in the base shift rate.
- 8.2 Notwithstanding sub-clause 8.1 the Principal Contractor shall continue to pay the public holiday loading of \$115.44 for work performed on a Public Holiday until the hourly rate calculated in accordance with sub-clause 7.1 of this Annexure is greater.

9. SME,SMG and Blitz conditions

- 9.1 Contract Carriers performing the SMG run shall be engaged and paid for a minimum of 4 hours at the Monday to Saturday rate.
- 9.2 Contract Carriers performing the SME run shall be engaged and paid for a minimum of 6 hours at the Monday to Saturday rate.
- 9.3 Notwithstanding sub-clause 9.1 and sub-clause 9.2 the Principal Contractor shall continue to pay the additional hourly rate of \$29.89 for work on the SMG and SME

runs until the hourly rate calculated in accordance with sub-clause 7.1(a) of this Annexure is greater.

- 9.4 Contract Carriers performing the Blitz run shall be engaged and paid for a minimum of 4 hours at the Sunday rate.
- 9.5 Notwithstanding sub-clause 9.4 the Principal Contractor shall continue to pay the additional hourly rate of \$44.83 for work performed on a Saturday for work performed on the Blitz runs until the hourly rate calculated in accordance with sub-clause 7.2 (a) of this Annexure is greater.



10. Excess Load Allowance

An excess load allowance will be paid to Contract Carriers for the following loads:

- 10.1 Contract Carriers will be paid \$20.00 per load for loads in excess of 4 tonnes and less than 4.25 tonnes.
- 10.2 Contract Carriers will be paid \$30.00 per load for loads in excess of 4.25 tonnes and less than 4.4 tonnes.
- 10.3 Contract Carriers will be paid \$40.00 per load for loads in excess of 4.4 tonnes and less than 4.6 tonnes.

11. Excess kilometre allowance

- 11.1 Contract Carriers shall be entitled to claim an excess kilometre allowance of 39 cents for each kilometre in excess of 525 kilometres in any one week.
- 11.2 Where a Contract Carrier's claim for an excess kilometre allowance is queried, the Contract Carrier will be required to demonstrate to the Principal Contractor that the kilometres claimed were driven under a Contract of Carriage.

Annexure "B"

[Fairfax Printers Letterhead]



Dear,

RE: CARTAGE OF FAIRFAX NEWSPAPERS

You have notified John Fairfax Publications Pty Ltd (the "Company") that you no longer wish to provide cartage services to the Company ("Services"). I understand that you may wish to sell the truck which you have used to provide Services to the Company.

I take this opportunity to reinforce to you that no goodwill, premium or fee attaches to your truck or to your agreement to provide Services to the Company. You are, of course, entitled to sell your truck to a purchaser of your choice. The Company however, gives no assurances that it will provide any cartage work to the purchaser. If the Company contracts with the purchaser to provide cartage work this will be a result of separate negotiations between the purchaser and the Company.

I would also like to make it very clear to you that you are not entitled to make any comments to a prospective purchaser that could give that purchaser the impression that by purchasing your truck they are also purchasing a right to cart product for the Company.

Yours sincerely,

Annexure "C"

[Fairfax Printers Letterhead]



Dear,

RE: CARTAGE WORK FOR FAIRFAX PUBLICATIONS

It has come to my attention that you are considering purchasing the truck from [] which he / she has been using to cart newsprint for John Fairfax Publications Pty Ltd (the "Company") out of its printing facility at Chullora.

The purpose of this letter is to make it clear to you that by purchasing Mr/Ms []'s truck you are not acquiring any right to receive ongoing cartage work from the Company. Whether the Company contracts with you to provide cartage work will be determined as a result of negotiations between yourself and the Company. This is completely independent of any transaction you may enter into with []. Whether or not you do receive cartage work from the Company depends upon a number of factors, including business conditions. Fairfax Printers gives you no guarantee of ongoing work or work for a set period of time.

I wish to make it quite clear that there is no custom or practice under which a purchaser of a vehicle used for cartage work for the Company pays a premium to the vendor. Accordingly there is no requirement you pay a premium for the truck. The price you pay for []'s truck should reflect the market price of that vehicle. I suggest that before entering into a contract to purchase the truck you obtain an independent valuation of the vehicle.

Yours sincerely

Annexure "D"

1. Azevedo, John	Parala Close Bangor
2. Azevedo, Tony	Modern Ave Canterbury
3. Barnett, Rick	Modern Ave Canterbury
4. Bonning, Phil	Mt Vernon Rd Kemps Creek
5. Bourke, Bill	Dudley St Pagewood
6. Bulmer, Ray	Iliffe St Bexley
7. Bushnell, Brian	Murdoch Crescent Lugarno
8. Cochran, Ray	Horatio Place Plumpton
9. Cooper, Ron	Mountain Ave Guildford
10. Cullen, John	Longleat Lane Kurmond
11. Davis, Ron	Talara Rd Gymea
12. Dunningham, Michael	Glenormond Ave Abbotsford
13. Dunningham, Steve	Francis Rd Terrigal
14. Dwyer, John	Byrne Ave Fivedock
15. Fletcher, Barry	Edith St Hurstville
16. Gardiner, Graham	Tennyson Rd Gladesville
17. Gehl, Ron	Terry St Arncliffe
18. Goodridge, Paul	Weston St Panania
19. Herd, Steve	5623b Oak Rd Matcham
20. Mair, Biran	Marco Ave Panania
21. Marsh, Noel	Marsh Pde Casual
22. Matthews, Noel	Lyle St Girraween
23. McPherson, Geoff	Gladston Ave Ryde
24. McPherson, John	Eagle St Ryde
25. Meredith, Don	Russell Ave Sans Souci
26. Mieke, Albert	Yarrabee Avenue Bangor
27. Pike, Colin	Beacon Ave Glenhaven
28. Roberts, Mark	Mitchell Road Sackville North
29. Rochford, Keith	Forest Way Frenchs Forest
30. Schweitzer, John	Redgum Drive Lugarno
31. Taylor, Perry	St George St Bexley
32. Wickenden, Bob	Trevitt Rd North Ryde

