

**REGISTER OF  
CONTRACT AGREEMENTS**



**CONTRACT AGREEMENT NO:** CA97/8

**TITLE:** Wollongong City Council Contract Carriers Contract Agreement

**I.R.C. NO:** 97/4025

**DATE APPROVED/COMMENCEMENT:** 4 September 1997 and commenced on and from 12 June 1996

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** To apply to Contract Carriers engaged by Wollongong City Council

**PARTIES:** Wollongong City Council -&- Transport Workers' Union of Australia, New South Wales Branch



**CONTRACT AGREEMENT**

**BETWEEN**

**WOLLONGONG CITY COUNCIL**

**AND THE**

**TRANSPORT WORKERS' UNION OF AUSTRALIA  
(NEW SOUTH WALES BRANCH)**

**CONTRACT AGREEMENT**  
**BETWEEN WOLLONGONG CITY COUNCIL**  
**AND THE**  
**TRANSPORT WORKERS' UNION OF AUSTRALIA**  
**(NEW SOUTH WALES BRANCH)**



**1 Parties to the Agreement**

An enterprise agreement, made in pursuance of the Industrial Relations Act, 1996, in accordance with the provisions of Section 322 of the said Act, entered into on 12 June 1996, between Wollongong City Council of the one part and the Transport Workers' Union of Australia (New South Wales Branch) of the other part.

It is agreed by the parties as follows:

**2 Title of Agreement**

This Agreement will be known as the "Wollongong City Council Contract Carriers' Contract Agreement".

**3 Intention**

This Agreement applies to Contract Carriers engaged by Wollongong City Council.

**4 Duress**

This Agreement was not entered into under any duress by any party to it.

**5 Incidence**

The Agreement will regulate totally the terms and conditions of employment for Contract Carriers previously regulated by Industrial Agreement N° 6626.

## **6 Duration**

This Contract Agreement will have a duration of three (3) years from the date of its effect. The agreement will be reviewed by the parties annually.

## **7 Truck Hire**

- a Work shall be offered as it becomes available, in accordance with overall priority list (see Attachment 1).
- b If twelve tonne trucks are not required to work in that capacity they then revert back to their overall priority number to work as a seven tonne truck, and will be paid at seven tonne rates. Providing that trucks initially hired on their capacity shall not be downgraded during the day of hire.
- c
  - (i) Total truck numbers are to be retained at the same level as at the date of this agreement being signed. Notwithstanding, that truck numbers in each category may be changed by the Council according to operational needs.
  - (ii) In the event of a vacancy, Council shall advise the TWU of what type of truck will be required.
  - (iii) TWU to provide a list of trucks available for any Wollongong City Council vacancy.
- d Preference of employment shall be given to Council Contract Carriers.

## **8 General Conditions of Truck Hire**

- a Appearance of vehicles will be maintained to a standard acceptable to Wollongong City Council and the Transport Workers' Union.
- b All trucks to have the following attachments:
  - i Two-way tail gate, towing hitch - army type or pin type, and identification number to be fitter at owner's expense.
  - ii Flashing lights, including maintenance of light globes, and Wollongong City Council logo to be fitted at Council's expense.
- c A contact number must be provided to Council so that drivers may be contacted between 2.00 pm and 3.00 pm Monday to Friday.
- d Hire time will be discontinued in the event of vehicle breakdown.

## **9 Minimum Hire**

- a A Contract Carrier who reports for work at the depot or job site as directed during ordinary working hours and who is not required, will be paid four hours' pay, at appropriate flat hourly labour and truck rate.
- b After the commencement of work, during normal working hours, a Contract Carrier shall be paid not less than an amount representing eight hours at the appropriate flat hourly labour and truck rate.

## **10 Hours of Work**

- a The ordinary working hours will not exceed seventy-two (72) hours per fortnight.
- b A Contract Carrier required to work a flexi day shall be paid at a rate of single time at the flat hourly rate.
- c Spread of hours of 6.00 am and 6.00 pm.

## **11 Overtime**

- a For all time worked outside the spread of hours of working, or in excess of eight hours in any one day, a Contract Carrier shall be paid a rate which includes time and one half for the first two hours and double time thereafter on the appropriate labour rate.
- b A Contract Carrier required to work Saturday shall be paid an amount which includes a minimum payment of four hours at the rate of time and one half for the first two hours and double time thereafter on the appropriate labour rate.
- c A Contract Carrier required to work Sunday shall be paid an amount which includes a minimum payment of four hours at the rate of double time on the appropriate labour rate, together with ordinary truck rate.
- d A Contract Carrier recalled for work on a normal working day shall be paid for at least four hours at the appropriate overtime labour rate. Provided that a Contract Carrier recalled for work prior to the spread of hours shall only be paid the overtime rate up to the starting time.
- e A Contract Carrier who is directed and reports for work at the depot or job site on a Saturday or Sunday and who is subsequently not required shall be paid four hours at the appropriate overtime labour rate.



- f Morning tea and meal breaks shall apply equally to conditions that are given to wages employees in the service of the Council.

## **12 Public Holidays**

All proclaimed or gazetted Public Holidays are observed under this Contract Agreement.

## **13 Payment of Rates**

Contract Carriers will be required to submit a Daily Hire Sheet, signed by the authorised Council officer, payment will be made to a Contract Carrier at seven-day intervals via direct deposit.



## **14 Grievance Procedure**

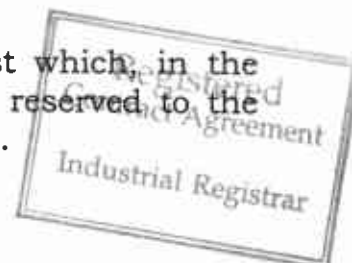
- a Any Contract carrier should, in the first instance, discuss any grievance affecting their engagement with Council with the immediate supervisor on the job.
- b When requested by the Contract Carrier or supervisor, the Union delegate will discuss any matter affecting the contract carried with the contract carrier's immediate supervisor on the job.
- c In the event of failure to resolve the matter at job level, the matter shall be the subject of discussions between an Organiser of the Union and the Divisional Engineer (or equivalent).
- d In the event of failure to resolve the matter, then it shall be the subject of discussions between the Union Organiser and the Manager Engineering Services.
- e Should the matter still remain unresolved, the Secretary of the Union will confer with the General Manager.
- f In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission for determination.
- g All work shall continue normally while these negotiations are taking place.

## **15 Truck Hire and Labour Rates**

A flat hourly rate will apply for the purposes of this agreement. These rates incorporate payment for all conditions, allowances, public holidays, etc (see Attachment 2).

## **16 Leave Reserved**

Where on any job abnormal working conditions exist which, in the opinion of the Union warrant a higher rate, leave is reserved to the Union to invoke the dispute procedure for this purpose.



## **17 Retrenchments**

In the event of retrenchments due to either business conditions or reorganisation, the principle of "last on first off" will apply.

## **18 Union Delegate**

A Contract Carrier appointed as Union Delegate shall, upon notification thereof to the Council's Manager Engineering Services by the Secretary of the Union, be recognised as the accredited representative of the Union.

## **19 Worker's Compensation**

Worker's Compensation shall apply to Contract Carriers generally, under the same conditions as apply to employees in the service of the Council.

## **20 Redundancy**

Redundancy provisions shall apply to Contract Carriers generally, under the same conditions as apply to employees in the service of the Council.

## **21 Superannuation**

Superannuation shall be granted to Contract Carriers as required by legislative and award provisions. Such payments as are required by this clause shall be payable to the TWU Superannuation Fund.

SIGNED for and on behalf of  
the Council of the City of Wollongong

*[Handwritten signature]*

In the presence of:

*Simone*



SIGNED for and on behalf of  
the Transport Workers' Union  
of Australia (NSW Branch):

*Steve Hutchins*  
*Reg McLean*  
*[Signature]*

In the presence of:

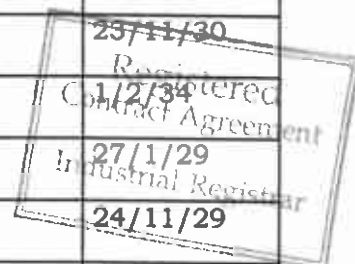


## ATTACHMENT 1

## Contract Carriers



| Overall Priority | Name              | Address                                   | Phone N°             | D.O.B.   |
|------------------|-------------------|---|----------------------|----------|
| 1                | A Davis           | 203 Farmborough Road<br>UNANDERRA 2526    | 711972               | 31/10/29 |
| 2                | N Makin           | P O Box 5023<br>GATEWAY 2500              | 288240               | 2/7/27   |
| 3                | N K Turney        | 67 Tongarra Road<br>ALBION PARK RAIL 2527 | 564140               | 23/11/30 |
| 4                | V Johanson        | 14 Sidney Street<br>GWYNNEVILLE 2500      | 299840               | 1/2/34   |
| 5                | R F Peters        | 39 Werowi Street<br>DAPTO 2530            | 611325               | 27/1/29  |
| 6                | L Sandy           | 17 Kirrang Avenue<br>MANGERTON 2500       | 294745               | 24/11/29 |
| 7                | K M Keys          | 15 Kapooka Avenue<br>DAPTO 2530           | 613114               | 17/3/48  |
| 8                | L Hartley         | 368 Princes Hwy<br>DAPTO 2530             | 616119               | 7/4/50   |
| 9                | J Pfluegler       | 30 Lake Entrance Road<br>OAK FLATS 2529   | 563017               | 4/7/38   |
| 10               | P R & J A Simpson | 31 Thalassa Ave<br>EAST CORRIMAL 2518     | 846925               | 9/5/44   |
| 11               | G P Hills         | 61 Chillawong Crescent<br>BLACKBUTT 2529  | 972603               | 16/11/60 |
| 12               | M G Esler         | 1/117 Terralong Street<br>KIAMA 2533      | 321327<br>018-029292 | 28/1/57  |
| 13               | M & M Phillips    | 6 William James Drive<br>MT KEMBLA 2526   | 714619               | 13/11/54 |
| 14               | J Voorwinden      | Calderwood Road<br>ALBION PARK 2527       | 563301<br>292522     | 9/8/49   |
| 15               | N A Robertson     | P O Box 26<br>CORRIMAL 2518               | 845460               | 23/4/63  |
| 16               | C Carr            | 132 Wentworth Street<br>OAK FLATS 2529    | 561642               | 15/9/30  |
| 17               | M J Jenner        | 155 Purr Purr Ave<br>LAKE ILLAWARRA 2528  | 962815               | 20/7/42  |
| 18               | E H Motbey        | 15 Konrads Road<br>MT WARRIGAL 2528       | 963802               | 5/7/44   |



## ATTACHMENT 2

### Truck Hire and Hourly Labour Rates



#### ***3 Tonne Truck***

| Negotiated Prior to Signature |         |             |         | 3% from<br>17/6/96 | 2% from<br>1/6/97 | 2% from<br>1/6/98 |
|-------------------------------|---------|-------------|---------|--------------------|-------------------|-------------------|
| Truck                         | Labour  | Entitlement | Total   | Total              | Total             | Total             |
| \$12.96                       | \$11.36 | \$2.82      | \$27.14 | \$27.95            | \$28.51           | \$29.08           |

#### ***7 Tonne Truck***

| Negotiated Prior to Signature |         |             |         | 3% from<br>17/6/96 | 2% from<br>1/6/97 | 2% from<br>1/6/98 |
|-------------------------------|---------|-------------|---------|--------------------|-------------------|-------------------|
| Truck                         | Labour  | Entitlement | Total   | Total              | Total             | Total             |
| \$27.46                       | \$11.51 | \$2.82      | \$41.79 | \$43.04            | \$43.90           | \$44.78           |

#### ***12 Tonne Truck***

| Negotiated Prior to Signature |         |             |         | 3% from<br>17/6/96 | 2% from<br>1/6/97 | 2% from<br>1/6/98 |
|-------------------------------|---------|-------------|---------|--------------------|-------------------|-------------------|
| Truck                         | Labour  | Entitlement | Total   | Total              | Total             | Total             |
| \$38.72                       | \$11.97 | \$2.89      | \$53.58 | \$55.19            | \$56.29           | \$57.42           |