

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA99/12

TITLE: Snap Courier Services - Transport Workers Union of Australia, New South Wales Branch

I.R.C. NO: 98/4150

DATE APPROVED/COMMENCEMENT: 12 August 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all contract carriers of the company, whether engaged on a permanent, Casual, part-time, temporary or fixed- term basis

PARTIES: Snap Courier Services Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



CONTRACT AGREEMENT

A Contract Agreement made this day of 1998 between

SNAP COURIER SERVICES PTY LIMITED

(the company)

and the

TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

(the union),

made under the Industrial Relations Act 1996 in accordance with the provisions of Part 3 of Chapter 6 of the said Act, to regulate the following terms and conditions of engagement.

Now it is hereby agreed by the parties as follows :

1. TITLE OF AGREEMENT

- (a) This agreement shall be known as the **SNAP COURIER SERVICES-TWU Contract Agreement**.
- (b) It shall be fixed and maintained in a conspicuous place at the premises to which the agreement applies so as to be easily read by all contract carriers. If any carrier cannot understand the language in which the agreement is written, sufficient accurate (but simply expressed) summaries of the agreement will also be fixed and maintained for each of the carriers to be able to read in a language which he or she understands.

2. RELATIONSHIP TO PARENT CONTRACT DETERMINATION

This agreement shall apply concurrently with the following Contract Determinations, provided that the provisions of this agreement shall prevail to the extent of any inconsistency :

- Transport Industry-Courier and Taxi Truck Contract Determination, as varied from time to time.
- Transport Industry-General Carriers Contract Determination, as varied from time to time;



and/or any Contract Determinations replacing or superseding the above in part or in whole.

3. DECLARATION

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

4. OBJECTIVE OF AGREEMENT

The objectives of this agreement are :

- (a) To enable the company to perform work in the activities covered by this Agreement in a productive and efficient manner,
- (b) To enable contract carriers to work in a productive, efficient, flexible and safe manner in accordance with their full skill and competence to meet the requirements of the company and their clients; and
- (c) To provide appropriate remuneration and conditions of engagement for contract carriers working under the terms of the agreement.

5. FUNDING FOR THE TRANSPORT INDUSTRY TRAINING SAFETY AND INDUSTRIAL RIGHTS COUNCIL

- (a) The company shall pay an initial amount of \$15.00 per contract carrier and an additional amount of \$4.05 per week for each contract carrier it engages in that week to perform contracts of carriage of a class falling within the coverage of the Contract Determinations specified in clause 2 of this agreement to the ***Transport Industry-Courier and General Carrying Training Education and Industrial Rights Council*** ["the Council"], being an organisation established for the purpose of promoting vocational training, occupational health and safety training, safer worker practices, knowledge of award and other industrial entitlements, and other services for the benefit of workers in the transport industry.
- (b) The funds referred to in clause 5(a) shall be deposited and preserved in an account to be agreed upon by the company and the union.
- (c) The company shall be represented on the board of the Transport Industry-Courier and General Carrying Training Education and Industrial Rights Council.



- (d) In addition to the amount prescribed in clause 5(a) the company may make additional contributions to the Council for the purpose of furthering any of its objectives.
- (e) The amount prescribed in clause 5(a) may be varied from time to time by agreement between the company and the union.
- (f) Contract carriers engaged by the company may make voluntary contributions to the Council. The contributions of the company to the Council may be offset by a voluntary contribution by a contract carrier.

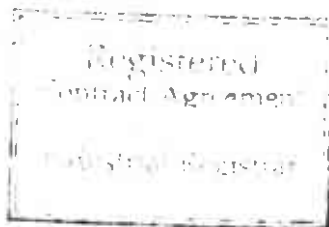
6. DISPUTES RESOLUTION PROCEDURE

In the event of a question, dispute or difficulty arising at a branch.

- (a) The matter shall first be raised with the local management and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and the local Manager.
- (c) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management.
- (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales.
- (e) While the procedure is being followed, normal work will continue.

7. AREA, INCIDENCE AND DURATION

- (a) This agreement applies to all contract carriers of the company, whether engaged on a permanent, casual, part-time, temporary or fixed-term basis, performing work that falls within the coverage of the Contract Determinations specified in clause 2 of this agreement, within the State of New South Wales.
- (b) This agreement shall remain in force for a period of one (1) year, and shall continue in force thereafter until replaced or rescinded.



The parties hereby witness this agreement as follows:-

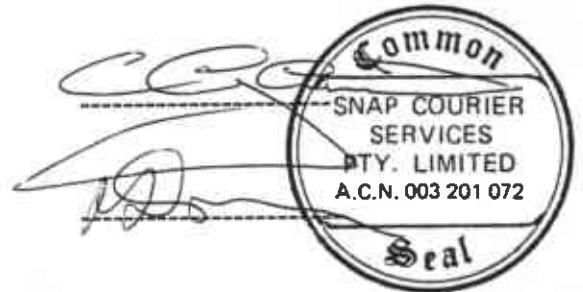
SIGNED on behalf of
the TRANSPORT WORKERS'
UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH)



In the presence of)

SIGNED on behalf of)

SNAP COURIER SERVICES PTY



In the presence of)

