

REGISTER OF CONTRACT AGREEMENTS

CONTRACT AGREEMENT NO: CA05/3

TITLE: Allied Express Transport Pty Ltd Contract Agreement

I.R.C. NO: IRC5/1822

DATE APPROVED/COMMENCEMENT: 21 April 2005 / 16 February 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all contract carriers employed by Allied Express Transport Pty Ltd, who fall within the coverage of the Transport Industry - Courier and Taxi Truck Contract Determination, the Transport Industry, Courier and Taxi Truck (Superannuation) Contract Determination, and the Transport Industry - General Carriers Contract Determination.

PARTIES: Allied Express Transport Pty Ltd -&- the Transport Workers' Union of New South Wales

ALLIED EXPRESS TRANSPORT PTY LTD CONTRACT AGREEMENT

1. Definitions

In this Contract Agreement, unless otherwise required by the context:

"Contract Carrier" means a carrier engaged by the Principal Contractor.

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

"Principal Contractor" means Allied Express Transport Pty Ltd (ACN 001 787 962).

"TWU" means the Transport Workers' Union of New South Wales (registered under the Act as an Association of contract carriers).

Words importing the singular numbers shall include the plural number and vice versa.

Words importing the masculine gender shall include the female gender and words importing persons shall include corporations.

2. Area, Incidence and Duration

- 2.1 The contract agreement shall operate in respect of all contracts of carriage between the Principal Contractor and Contract Carriers performed within the state of New South Wales.
- 2.2 This contract agreement shall be binding on the Principal Contractor and the TWU.
- 2.3 This contract agreement shall be read in conjunction with the following contract determinations, or any such other contract determination that might otherwise apply, as from time to time amended:
 - (a) Transport Industry - Courier and Taxi Truck Contract Determination.
 - (b) Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination.
- 2.4 This contract agreement shall operate on and from 16 February 2005 and shall have a nominal term of three years.
- 2.5 In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the commonwealth parliament) renders inoperative or invalid any or all of the provisions of this registered contract agreement, the parties agree to treat the agreement and all of its provisions as subsisting independent of any legislative framework.
- 2.6 In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the commonwealth parliament) affects the operation or validity of state contract determination provisions, with the result of eliminating or reducing contract determination entitlements of persons covered by this agreement the parties agree that such state contract determination provisions will be deemed to be part of this agreement (and incorporated as provisions of this agreement) from the moment they cease to be operative or valid, except where they are inconsistent with an express provision of this agreement.

3. Relationship Between Principal Contractor and the TWU

- 3.1 The Principal Contractor respects the right of all drivers to be members of the TWU.
- 3.2 The Principal Contractor recognises that the TWU is the applicable union to represent drivers in the transport industry engaged by the Principal Contractor.

- 3.3 The Principal Contractor will not take any action or make any statements that will directly or indirectly state or imply opposition by the company to drivers electing to join, or remaining members of, the TWU. The Principal Contractor acknowledges the right of all drivers to have the freedom of choice.
- 3.4 The Principal Contractor will not discriminate against any driver for choosing to join, or remain a member, of the TWU.
- 3.5 TWU officials will have the right of entry to the Principal Contractor's premises and access to the Principal Contractor's drivers as provided for in the Industrial Relations Act, 1996, subject to the provisions of this agreement.
- 3.6 Prior to or within 14 days of commencement of engagement with the Principal Contractor, all drivers will be required by the Principal Contractor, as part of the Principal Contractor's induction process, to attend the TWU induction program, conducted at the Principal Contractor's Head Office. Such induction programs will occur once fortnightly on Monday mornings at 8.00 a.m. Such induction programs will take approximately 30 minutes. The Principal Contractor will provide an appropriate room for this process to occur. Such inductions will be conducted by an appropriate person as advised by the TWU.
- 3.7 The Principal Contractor recognises the role of TWU delegates in representing TWU members engaged by the Principal Contractor. In particular :
 - 3.7.1 The Principal Contractor accepts that its drivers are entitled to be represented by TWU delegates in industrial matters.
 - 3.7.2 The Principal Contractor accepts that TWU delegates will be granted paid time to attend TWU delegate training courses provided that such training courses for each individual shall not exceed 5 days in any 12 month period.
- 3.8 The Principal Contractor will pay the amount of \$2.00 per week per driver engaged by it (calculated on a minimum of 500 drivers) to the Transport Industry-Training, Education and Industrial Rights Council, which may apply the money to :
 - 3.8.1 further industrial rights compliance in the transport industry.

Such payments will be remitted monthly by the Principal Contractor.
- 3.9 The Principal Contractor will give the TWU a one-off opportunity to present its induction program to existing drivers at the Principal Contractor's premises only. These meetings will occur on a rostered basis in small groups of no more than 30 drivers on an agreed timetable within 3 months of this agreement.

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR by:

.....

(Signature)

.....

(Please print name)

As witnessed by:

.....

(Witness - Signature)

.....

(Please print name)

SIGNED FOR AND ON BEHALF OF THE TWU by:

.....

(Signature)

.....
(Please print name)

As witnessed by:

.....
(Witness - Signature)

.....
(Please print name)