

**REGISTER OF  
CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA16/2

**TITLE:** Recall Information Management Pty Ltd - NSW DMS & DPS Contract Agreement 2016

**CASE NO:** 2016/00123821

**DATE APPROVED/COMMENCED:** 24 May 2016 / 16 February 2016

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** Serial C8534

**NUMBER OF PAGES:** 37

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The contract agreement applies to a person who enters into a contract of carriage with Recall Information Management Pty Ltd, located at Level 2, 170-180 Bourke Road, Alexandria NSW 2015, for the purposes of transporting records in and out of Burrows Road, Greystanes, Moorebank and North Rocks (Relevant Sites), including but not limited to, documents, computer tapes and where required by Recall, exchanging computer back up tapes in clients' servers at clients' premises in the Area (the Contractor).

**PARTIES:**

Recall Information Management Pty Ltd -&- the Transport Workers' Union of New South Wales

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**RECALL INFORMATION MANAGEMENT PTY LTD – NSW DMS & DPS  
SERVICES CONTRACT AGREEMENT 2016**

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1. **TITLE**

1.1 This is the Recall Information Management Pty Ltd – NSW DMS & DPS Contract Agreement 2016 (the **Agreement**).

2. **PARTIES AND OPERATION**

2.1 The Agreement shall apply to:

- (a) **Recall Information Management Pty Ltd** (ABN 25 004 270 991), Level 2, 170-180 Bourke Road, Alexandria NSW 2015 (**Recall**); and
- (b) **Transport Workers Union of New South Wales** (ABN 77 710 588 395), 31 Cowper Street, Parramatta NSW 2150 (**TWU**).

2.2 The Agreement shall apply to a person who enters into a contract of carriage with Recall for the purposes of transporting records in and out of Burrows Road, Gardeners Road, Greystanes, Moorebank and North Rocks (**Relevant Sites**), including but not limited to, documents, computer tapes and where required by Recall, exchanging computer back up tapes in clients' servers at clients' premises in the Area (the **Contractor**).

3. **DEFINITIONS & INTERPRETATION**

3.1 In this Agreement the following definitions shall apply:

**Act** means the *Industrial Relations Act 1996* (NSW);

**Adjustment Note** means an Adjustment Note, or Recipient Created Adjustment Note as defined in the GST Law and subsequent rulings;

**Area** means the area over which the Services are to be provided by the Contractor, being the area specified in Schedule 5 as at the Commencement Date, and as amended by the parties from time to time in writing;

**Charges** means those prices listed in Schedule 3 as amended by the parties from time to time by agreement in writing;

**Commencement Date** means the first full pay period on or after the date the Agreement is approved by the Commission;

**Commission** means the Industrial Relations Commission of New South Wales;

**Confidential Information** means any information, including, without limitation, all know-how, trade secrets, ideas, concepts, pricing, technical, operational and customer information, including information held by Recall on behalf of its customers, regardless of its form:

- (a) that is disclosed or provided directly or indirectly by one party (**Disclosing Party**) to the other (**Recipient**); and
- (b) that is treated or designated as confidential by the Disclosing Party, or which the Recipient knows, or ought to know, is confidential;

**Contract of carriage** means a contract of carriage as defined in the Act.

**Fuel Levy Percentage** means an amount equivalent to 2% of the Charges that the Contractor receives for a particular pay period;

**Fuel Price** means the average weekly retail price of diesel fuel for Sydney prescribed by the Australian Institute of Petroleum website (<http://www.aip.com.au/pricing/retail/diesel/index.htm>) for diesel fuel, but applicable to all fuel types;

**DPS** means Data Protection Services;

**DMS** means Document Management Services;

**GST** means a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under the GST Law;

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or an Act imposing, or relating to the imposition or administration of such a tax;

**Intellectual Property** means all intellectual property (registered or unregistered) and includes without limitation: customer information, document, photos, videos, dvd's, drawings, inventions, improvements, technical data, formulae, computer programs, databases, designs, patents and trademarks, information relating to Recall's physical security, security requirements, standard operating procedures or any information relating to the manner in which services are provided to customers.

**Recipient Created Tax Invoice** means a Tax Invoice or a Recipient Created Tax Invoice as defined in the GST Law and subsequent rulings;

**Serious and Wilful Misconduct** includes, but is not limited to, the Contractor or any of its employees, agents or subcontractors involved in supplying the Services to Recall:

- (a) repeated failures in relation to following standard operating procedures or standard instructions, particularly in respect of scanning items at the point of collection or delivery to a customers' premises;
- (b) materially or frequent breaching of security requirements as listed in Schedule 6 – Security Procedures;
- (c) being under the influence of alcohol or drugs while supplying the Services other than a prescribed drug which does not impair the ability to supply the Services;
- (d) failing to advise Recall where the Contractor, or its employees have been convicted of any criminal offence;
- (e) in the reasonable opinion of Recall being dishonest, objectionable or abrasive to either Recall, Recall's customers, or to any person during the course of, or at any time when, performing the Services and such conduct damages the reputation of Recall;

- (f) falsifying documents relating to the business of Recall or deliberately overstating rates, hours worked or timings on the worksheets;
- (g) being fraudulent or, in the reasonable opinion of Recall, negligent in the supply of the Services;
- (h) knowingly disclosing false information at the time of entering into this Agreement;
- (i) failing to follow safety rules as reasonably required by Recall or Recall's customers;
- (j) failing to obtain and keep current insurances as set out in clause 14;
- (k) failing to obtain and keep current any licenses or permits required for the operation of any vehicle;
- (l) refusing any lawful and reasonable direction or request by Recall in relation to the Services;
- (m) breaching confidentiality requirements specified in clause 18 of this Agreement;
- (n) failing to maintain vehicle security and maintenance standards as outlined in Schedule 4;
- (o) failing to ensure that employees, subcontractors or other potential passengers in the vehicle have signed Recall confidentiality agreements prior to providing the Services; and
- (p) failing to ensure that employees or subcontractors undergo Australian Federal Police Security Clearance background checks as specified in clause 7.1 (k) prior to the commencement of the Services.

**Services** means the collection and delivery of records (including but not limited to documents and tapes) for storage, retrieval or destruction as more specifically described in Schedule 2;

**Tax Invoice** has the meaning given to that term in the GST Law; and

**Vehicle Specification** means the vehicle specification set out in Schedule 4 or such other specification as Recall may notify to the Contractor pursuant to clause 20.

3.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and conversely;
- (b) a gender includes any gender;
- (c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (d) headings are for convenience only and do not affect the interpretation of this Agreement;

- (e) a reference to legislation or a provision of any legislation includes all amendments, re-enactment and replacements of that legislation or provision;
- (f) the words **schedule, clause** and **sub-clause** mean a schedule or clause of this Agreement;
- (g) a provision of this Agreement must not be construed adversely to a party on the grounds that the party is responsible for the preparation of it;
- (h) the word **business day** means a day which is not a Saturday or Sunday, public holiday or bank holiday in the **State of New South Wales**;
- (i) the word **person** includes a firm, body corporate, unincorporated association or authority and a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including but not limited to a person taking by novation) and assigns;
- (j) the words **in writing** means any mode of representing and reproducing words in tangible and permanently visible form and includes facsimile and electronic transmission; and
- (k) if a period of time is specified and that period begins:
  - (i) at the time of an act or event; or
  - (ii) on a specified date;then the calculation of the period begins on the day following the day of the act.

#### **4. TERM AND SCOPE OF AGREEMENT**

- 4.1 Recall engages the Contractor to provide the services to Recall in accordance with the terms of this Agreement.
- 4.2 The Agreement shall operate from the first full pay period on or after the date the Agreement is approved by the Commission and shall expire on 16 February 2019.
- 4.3 The Agreement operates to the exclusion of the Transport Industry – General Carriers Contract Determination, the Transport Industry – Courier and Taxi Truck Contract Determination and the Transport Industry – (GST Protocol) Contract Determination. The Agreement prevails over any other contract determination of the Commission that deals with the same matters as the Agreement in so far as the provisions of the contract determination apply to a person bound by the Agreement.

#### **5. CONTRACTOR'S ACKNOWLEDGEMENTS**

- 5.1 The Contractor acknowledges and agrees that:
  - (a) Recall is under no obligation to allocate the Services to the Contractor;



- (b) there is no minimum value or volume of Services to be acquired by the Contractor;
- (c) the allocation of Services by Recall to the Contractor will be made by Recall in consultation with the Contractor, but ultimately will be at Recall's absolute discretion;
- (d) the allocation of Services is subject to availability of suitable work, customer demand and the number of contractors engaged by Recall;
- (e) for the purposes of contingency planning and back-up coverage, Recall will allocate one (or more) replacement Contractor(s) (as defined in this Agreement) to each Recall Customer and those replacement Contractors may service those customers quarterly and for no longer than one week;
- (f) in circumstances where the business reasonably requires it, Recall may allocate either DMS or DPS duties to the Contractor at the applicable rates in Schedule 3, however for long term allocations, Recall may only assign duties in consultation with the Contractor(s) and a representative of the Contractor(s); and
- (g) subject to the above, Recall will use its best endeavours to utilise the Contractors engaged at the time that this Agreement is made before engaging outside labour.

5.2 The Contractor acknowledges and agrees that other than any express representations contained in this Agreement, and to the extent permitted by Law, no representation has been made and no warranty is or has been expressly or impliedly given by or on behalf of Recall in respect of any matter relating to this Agreement.

5.3 The rates outlined in this agreement for the Relevant Sites will be applied to any Contracts of carriage that are offered in long term placements with Recall. For the avoidance of doubt, Recall will not be liable to provide these rates to any short-term or temporary hires, where short-term or temporary means a term less than 2 days.

An example of such a circumstance may be a project to relocate an Information Centre.

5.4 Recall agrees that without limiting the effect of clause 5.2, and to the extent permitted by Law, no representation has been made and no warranty is or has been expressly or impliedly given by or on behalf of Recall in respect of the volume or value of Services to be acquired by Recall.

## 6. **RECALL'S OBLIGATIONS**

6.1 Recall will:

- (a) nominate a representative who will liaise with the Contractor in respect of the Contractor's provision of the Services (***Recall Representative***);
- (b) provide the Contractor with all information and co-operation reasonably necessary to enable the Contractor to perform its obligations under this Agreement; and
- (c) subject to the Contractor's compliance with its obligations under this Agreement, provide the Contractor with reasonable access to Recall's sites as reasonably required for the purpose of allowing the Contractor to provide the Services.

- 6.2 Recall will pay the Contractor \$300 per day if the Contractor is available to perform the Services for Recall, but is not allocated any Services by Recall's transportation controller, between the hours of 7:00am and 5:00pm on each Business Day. Availability to perform will be signified by the Contractor or its accepted employee being present at the Recall site for any continuous 8-hour period within the times mentioned above with the Contractor's vehicle, with all the necessary materials and in the requisite uniform. If Recall is not of the view that the Contractor is available to perform the Services, then Recall will not pay the amount of \$300 per day.
- 6.3 The \$300 per day will only be payable should the Contractor's daily income average less than this amount over the full billing period. If this payment is still applicable after five (5) consecutive weeks, then Recall will meet with the Contractor to consult over work availability.
- 6.4 Recall will consent to and pay for the attendance of two Recall TWU delegates at the two-day TWU annual conference each year, unless attendance at the conference will materially impact the operation of Recall. The Contractors attending the conference will be paid the amount of \$300 per day. Applications to attend the conference should be submitted in writing to Recall at least two weeks prior to the conference. All expenses associated with the attendance at the conference will be at the cost of the Contractor.

## **7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor must:
- (a) nominate a representative, who will liaise with Recall in respect of Recall's provision of the Services, the representative may be a TWU delegate, organiser or official (***Contractor Representative***);
  - (b) provide the Services as allocated by Recall as well as any other ancillary duties requested by Recall with due care and skill and in a manner consistent with industry best practices;
  - (c) comply with all reasonable and lawful directions of Recall including Recall's policies, procedures and manuals. For the purposes of clarity Recall's policies, procedures and manuals are not incorporated and do not form part of this Agreement;
  - (d) provide a driver fit for full duties and acceptable to Recall during the accepted spread of hours and at those times requested;
  - (e) ensure that any of the drivers or other employees involved in performing the Services have the basic skills and training to competently provide the Services. The Contractor shall provide such evidence reasonably required by Recall to prove and demonstrate the competency of the driver or employee;
  - (f) ensure that drivers of vehicles will take a nominated lunch break during each working day;
  - (g) actively ensure all drivers adhere to Recall's C.A.R.E principles, encompassing the values while dealing with Recall's customers;

- (h) meet the required standards as per perfect order service level requirements including compliance with all national and local laws during the provision of the Services;
- (i) not carry children, relations or other passengers in the vehicle during working hours unless otherwise authorised by the Recall Representative;
- (j) ensure that the Contractor's employees comply with the duty of confidentiality in clause 18 prior to the commencement of providing Services;
- (k) allow Recall to undertake Australian Federal Police Security Clearance background checks for both the Contractor and the Contractor's employees from time to time throughout the duration of the contract or provide police background checks from time to time, at Recall's cost;
- (l) not carry animals or hazardous material in the vehicle at any time;
- (m) agree to meet with the Recall Representatives regularly as required to discuss service levels of both parties;
- (n) observe all operating procedures including Recall's Standard Operating Procedures and directives as provided at the time of entering into this Agreement and amended from time to time. Mandatory requirements under this Clause include:
  - (i) communication with Recall on matters of customer service;
  - (ii) obtaining customers signatures on all service dockets and receipts; and
  - (iii) scanning of items including loose files, and cartons at the point of delivery or collection.
- (o) at all times, ensure its drivers hold a current driver's licence valid in the State in which the Services are provided and applicable to the type of vehicle used. The Contractor shall also ensure that any driver employed by it to provide any of the services required by Recall holds such a licence;
- (p) notify Recall immediately in the event that the licence of any driver employed by the Contractor to provide services to Recall is cancelled or suspended for any reason;
- (q) notify Recall immediately should the Contractor or any of the Contractor's employees engaged in providing Services be convicted of any criminal offence;
- (r) agree not to perform work whilst under the influence of drugs or alcohol and agree to comply with a written drug and alcohol policy;
- (s) until such time as a drug and alcohol policy is implemented, the Contractor:
  - i. agrees to undertake drug and alcohol testing by a Recall-nominated doctor if Recall reasonably suspects the Contractor may be under the influence of alcohol and/or drugs whilst providing the Services;

- ii. reasonable suspicion may exist where the Contractor has been involved in a safety related accident or incident or their attention, concentration, coordination and perceptual processes appear to be affected;
  - iii. if a Contractor refuses to undertake the test, the Contractor will be in breach of this Agreement and clause 12 may apply. Further, Recall will not allocate the Contractor the Services until the Contractor agrees to undertake the drug and alcohol test and the Contractor will not be entitled to payment until the test is undertaken. For the avoidance of doubt clauses 6.1 and 6.2 will not apply;
  - iv. if a Contractor tests positive to drugs or alcohol, the Contractor will be in breach of this Agreement and clause 12 may apply; and
  - v. Recall will pay the Contractor for any lost earnings as a result of undertaking the drug and alcohol test if the test is negative to drugs and alcohol. Recall will pay the Doctor's testing fees;
- (t) comply and bear all fees payable in connection with the requirements of all Acts of parliament of the Commonwealth of Australia and of the State in which the Services are provided and with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued there under and with the lawful requirements of public, municipal and other authorities in any way affecting or applicable to the Services;
  - (u) where supplied with a Recall PDT scanner, scan all items as required at delivery/pickup exchanges. A failure to comply with any policy or procedure relating to the use of PDT scanners may result in non-payment for any relevant service for which the scanner was required to be used;
  - (v) in the event the Contractor, Vehicle or Nominated Person is unavailable to carry out the daily Services or a run, the Contractor will at its own expense and subject to the approval of Recall, make alternative arrangements to meet its contractual obligations; and
  - (w) otherwise comply with any lawful direction by Recall in relation to performance of the Services.

7.2 During the term of this Agreement, the Contractor must:

- (a) ensure that it and its employees, agents and subcontractors comply with all workplace health and safety laws applicable in the state in which the Services are provided;
- (b) prepare and follow a workplace health and safety management plan appropriate for the provision of the Services. Any accident, injury, property or environmental damage that occurs during the provision of the Services must be dealt with by the Contractor in accordance with its Workplace Health and Safety management plan; and
- (c) notify Recall of any incident, potential or present hazard and the remedial or corrective action implemented by the Contractor.

**8. CONDUCT AND PERFORMANCE**

- 8.1 In the event that Recall considers that the Contractor is not satisfactorily performing its obligations under this Contract, but it is not conduct, which falls within the definition of Serious and Willful Misconduct, Recall may, but is not required to:
- (a) give notice to the Contractor in writing of the matters constituting the unsatisfactory performance;
  - (b) nominate in the written notice, a period during which the Contractor has an opportunity to improve its performance; and
  - (c) review the further performance of the Contractor at the end of the nominated period with the Contractor.
- 8.2 If at the end of the nominated period, the Contractor's performance does not improve, then Recall may terminate the Contractor in accordance with clause 12.

**9. CONTRACTOR'S EMPLOYEES**

- 9.1 The Contractor must ensure that its employees, agents and subcontractors:
- (a) are approved in writing by Recall. Such approval may be withdrawn in writing and without notice by Recall and the Contractor must cease permitting the driver to perform the Services, if the driver commits Serious and Wilful Misconduct or fails to comply with a provision of this clause 9 or any other provision of this Agreement appropriate to be complied with by a driver of a vehicle of the Contractor;
  - (b) are competent, appropriately trained and have the necessary skills and experience to provide the Services;
  - (c) will be suitably attired, courteous and diligent at all times for the supply of the Services; and
  - (d) will comply with all other Recall specific policies and guidelines, including, without limitation, those relating to drugs and alcohol and workplace health and safety.
- 9.2 All employees, representatives or subcontractors employed or engaged by the Contractor to perform all, or part of the Services, will be under the control of the Contractor and will not be deemed to be employees of Recall and nothing in this Agreement or in any subcontract will be construed to create any contractual relationship between any such employees, representatives or subcontractors and Recall.
- 9.3 Any act, default or misconduct by the Contractor or its agents or employees will be deemed to be an act, default or misconduct committed by the Contractor.
- 9.4 The Contractor shall be solely responsible for all payments to, deductions from and entitlements of the Contractor and any persons employed or engaged by the Contractor, including but not limited to remuneration for any work done by a Contractor's employee/s or sub-contractor/s in connection with this Agreement including amounts payable by the

Contractor to the employee or sub-contractor by legislation, or under an industrial instrument including a contract determination of the Commission, workers compensation insurance and for paying all wages, long service leave, sick pay, holiday pay, PAYE tax, fringe benefits tax, payroll tax, Superannuation and other statutory charges and entitlements.

- 9.5 If any payment, fine, penalty or other charge including for recovery of remuneration is imposed on Recall as a result of non-compliance by the Contractor with the obligations in clause 9.3 or 9.4, the Contractor indemnifies Recall in respect of that payment, fine, penalty or other charge including for recovery of remuneration.
- 9.6 The Contractor must provide to Recall a completed Subcontractor's Statement in accordance with s.127 of the Act in respect of Services being performed by sub-contractors and/or employees in NSW for each calendar quarter or as otherwise reasonably requested by Recall. Recall may withhold any payment due under the Agreement until the Contractor gives Recall the Subcontractor's Statement in accordance with s.127(5) of the Act.

## **10. CHARGES**

- 10.1 In consideration of the Contractor providing the Services to Recall, Recall agrees to pay the Contractor in accordance with the Charges set out in Schedule 3. The Charges set out in Schedule 3 are exclusive of GST. For any services requested by a customer of Recall that are not standard and are expected to be ongoing, the parties may agree to amend the Charges in Schedule 3 only for that non-standard service. This amendment must be agreed by the NSW State Manager and must be executed by both parties before payment can be made.
- 10.2 The Charges set out in Schedule 3 are inclusive of a 4% increase from the first full pay period commencing on or after 16 February 2016, a 3% increase from the first full pay period commencing on or after 16 February 2017 and a further 3% increase from the first full pay period on or after 16 February 2018. In addition to the Charges, Recall will pay to the Contractor any GST in respect of the provision of the Services, on the same date on which payment for the relevant Services are due and payable.
- 10.4 In addition to the Charges, Recall will pay to the Contractor the Fuel Levy where appropriate. The Fuel Levy will be paid on the same date on which the Charges for the relevant Services are due and payable. Provided however, that the Fuel Levy will only be payable for a particular pay period if the Fuel Price on the Sunday which falls during the pay period exceeds 160.00 cents per litre.
- 10.5 If, following the execution of this Agreement by the parties, the Fuel Price exceeds 200.00 cents per litre for four consecutive weeks, the parties agree to hold discussions in relation to whether or not the Fuel Levy should be increased.
- 10.6 Should there be any Significant Movement in individual items contributing towards the costs involved in carrying out the Services (other than fuel), either on the part of the Contractor or Recall, then either party may request a review of rates in relation to that Significant Movement. A Significant Movement is defined as a movement in costs from the start of the Agreement in any one item (other than fuel) of plus or minus 15% or more.
- 10.7 The Charges and the GST paid to the Contractor compensate the Contractor for any entitlements that it may have under any contract determination, or law including, but not limited to, remuneration, fuel levy and GST.

- 10.8 The Charges and the GST paid to the Contractor under this supply agreement which is in excess of any entitlements that the Contractor may have under any contract determination, or law may be set off against any such entitlements.
- 10.9 Where the Contractor is called out after hours, for example after 5:00pm and before 7:00am on Monday to Friday, all day Saturday, Sunday and Public Holidays, a minimum of 4-hours pay at the specified contract hourly rate (as specified in Schedule 3 for vehicles less than 16 tonnes) will be paid.
- 10.10 Recall will not reimburse the Contractor for:
- (a) lunch break periods;
  - (b) periods awaiting IC run preparation – for the avoidance of doubt and by way of example only, if Recall directs a Contractor to collect goods at 6:00am but the Contractor arrives earlier, the Contractor is not entitled to be paid for time waiting to 6:00am however, if the Contractor is kept waiting after 6:00am they will be reimbursed for that period of waiting time after the collection time;
  - (c) time taken to discuss business matters with Recall, with the exception of meetings arranged by Recall that are not concerning the negotiation or interpretation of this contract;
  - (d) public holidays, unless so called upon to work on those days; and
  - (e) any Services outside of perfect order or the agreed service levels that could reasonably have been avoided by the Contractor.
- 10.11 Other than the Charges or additional costs outlined in this Agreement, and excluding the process outlined in clause 10.1, Recall will not be liable to pay the Contractor for any additional Charges or costs not specified in this Agreement, even in circumstances where the claim for payment by the Contractor has previously been made and Recall has previously made the payment.

## **11. PAYMENT**

- 11.1 The Contractor will complete daily work sheets showing:
- (a) starting time;
  - (b) finishing time; and
  - (c) services performed with rates as per Schedule 3; and

shall have the work sheet checked by a Recall staff member authorised to give concession on disputed services performed. The Contractor shall provide Recall with all completed worksheets on a daily basis.

- 11.2 Recall and the Contractor confirm that they are each registered for GST as at the commencement of this Agreement and will promptly notify the other party if they cease to be registered for GST.
- 11.3 The parties agree that:
- (a) Recall will issue Recipient Created Tax Invoices in respect of any supply made under or in connection with this Agreement; and
  - (b) the Contractor will not issue Tax Invoices or Adjustment Notes in respect of any supply made under or in connection with this Agreement.
- 11.4 The Contractor must provide the Recall operations manager with weekly details of the Services the Contractor has provided during the preceding seven (7) days (Services Record), including:
- (a) the event or service type;
  - (b) times of the events and services, and clarification as to whether the charge is per job or per hour;
  - (c) the amount for tolls and petrol, with clear notification of whether GST is included or not, if applicable;
  - (d) the unit price of each event or service, with clear notification of whether GST is included or not; and
  - (e) the start and end date for the event or service period.
- 11.5 The Services Record must be verified by the Recall operations manager before a Recipient Created Tax Invoice will be created.
- 11.6 If the Services Record is not provided within 8 days of the provision of the previous Services Record, then Recall will not issue a Recipient Created Tax Invoice for that 7-day period, and the Recipient Created Tax Invoice will be issued for the following 7 day period.
- 11.7 Nothing in this clause will prevent the Contractor from disputing a Recipient Created Tax Invoice issued by Recall. Where applicable, any dispute must be resolved according to the dispute resolution provisions in this Agreement. Where none apply, the dispute must be notified to the Recall operations manager to resolve.
- 11.8 Recall will pay the Contractor for Services provided within seven (7) days of the date of invoice, and an amount for GST, by EFT transfer to a nominated bank account.

## **12. TERMINATION**

- 12.1 Recall may terminate a Contractor with immediate effect by written notice on the ground of Serious and Wilful Misconduct by the Contractor, its employees, agents or subcontractors subject to Recall conducting an investigation into the alleged misconduct, its severity and effect, which includes the Contractor, and his or her nominated representative being afforded the opportunity to explain the alleged misconduct.
- 12.2 Recall or the Contractor may terminate the Services with immediate effect by written notice where the other party has committed a material breach of this Agreement which cannot be



rectified or has not rectified that breach within fourteen (14) days of written notice being served on it by the first party specifying the breach

- 12.3 Notwithstanding clauses 12.1 and 12.2, Recall may terminate a Contractor on one (1) month's written notice of its intention to do so.
- 12.4 Should Recall elect to terminate this Agreement upon the giving of notice under clause 12.3, it may make a payment in lieu of the whole or any part of that notice.
- 12.5 In the event of termination of a Contractor for any reason:
- (a) the Contractor must return to Recall all uniforms and equipment supplied to the Contractor by Recall;
  - (b) Recall will remove all Recall signage and identification from the Contractor's vehicles at Recall's expense prior to payment for all outstanding invoices by Recall; and
  - (c) the Contractor must deliver to Recall all Confidential Information, Intellectual Property and other Recall or customer property including, without limitation, all papers, writings, disks, access keys and other material which are in the possession or custody or under the control of the Contractor relating in any way to the affairs of Recall or its business or to any company related to Recall within the meaning of Section 50 of the Corporations Act 2001.

### **13. TRAINING AND INDUCTION**

- 13.1 The Contractor shall ensure that all its employees or subcontractors participate in the induction and customer service training programs stipulated and organised by Recall.
- 13.2 The Contractor will be paid for time spent at Recall training programs referred to in clause 13.1 at the Training Rate specified in Schedule 3. The Contractor will not be paid for attendance at additional training programs requested by the Contractor.
- 13.3 Recall will provide safety and security induction training to Contractors as required.

### **14. CONTRACTOR'S INSURANCE**

- 14.1 During the term of this Agreement, the Contractor must at its own expense procure and maintain:
- (a) Workers Compensation insurance for all its employees as required by all relevant laws in the state in which the Contractor conducts business and incorporating cover in relation to any common law claims commenced by employees, agents and/or subcontractors.
  - (b) Public Liability insurance to a minimum amount of \$10,000,000 per any one event with Recall's interest as principal being nominated on the policy. The Public Liability insurance must include coverage for goods in transit if it is available;
  - (c) Comprehensive Motor Vehicle insurance covering each vehicle used by the Contractor in the performance of the Services for Recall for own damage to vehicle and to an amount of \$10,000,000 for third party property damage per any one event with Recall's interest as principal being nominated on the policy.

14.2 The Contractor must provide satisfactory evidence to Recall, as and when requested by Recall that the insurance policies required by the preceding sub-clauses have in fact been obtained and remain current throughout the term of this Agreement. Such evidence is to be in the form of certificates of currency provided by the insurer and not the insurance broker. Where the insurance required by Recall is not obtained by the Contractor or lapses after the commencement of this Agreement, Recall may, after notifying the Contractor that it wishes the Contractor to provide sufficient proof of insurance, and the Contractor has not provided such proof within 14 days of notification, terminate the Services of the Contractor.

**15. FORCE MAJEURE**

15.1 Notwithstanding any other provision of this Agreement, neither party will be liable for any omission, failure or delay in the performance of any of its obligations under this Agreement if such omission, failure or delay is occasioned by or arises from circumstances beyond its power or control including, but without limiting the generality of the foregoing, omissions, failures or delays caused by or arising from acts of God, industrial action or dispute, flood, lightning, storm, acts of war, riot, government or industrial embargo or accident fire or explosion beyond the control of either party.

**16. INDEMNITY**

16.1 To the extent permitted by law, in consideration of Recall agreeing to carry out its obligations under this Agreement, Recall will not be liable to the Contractor and the Contractor indemnifies Recall from all present and future claims, actions, demands, proceedings, threats, losses, costs (including solicitors' costs on a solicitor and own client basis), expenses, penalties and liabilities whatsoever and whenever incurred, which any person may have or bring against Recall arising from or in any way connected to the performance or non-performance of the Services pursuant to this Agreement or breach of obligations under this Agreement including, without limitation, the negligence or breach of contract or willful act or default of the Contractor or its employees or agents.

16.2 The indemnity in clause 16.1 survives termination of this Agreement.

**17. NON-SOLICITATION**

17.1 During the term of this Agreement the Contractor must not, either directly or indirectly do any of the following without the prior written consent of Recall:

- (a) deal with or solicit any customer of Recall or person who had dealt with Recall or who Recall was in the process of negotiating with, for the purpose of carrying out any business with that person, involving the collection or transport of records for storage, retrieval, destruction or recycling or any other business which Recall is involved in; or
- (b) induce or attempt to induce any director, manager or employee of Recall to terminate his employment with Recall whether or not that person would commit a breach of that person's contract of employment with Recall.

**18. CONFIDENTIALITY**

18.1 The Contractor acknowledges that in the course of the performance of the Services, the Contractor may obtain access to, or become aware of Confidential Information, which is or

may be of commercial value to Recall or Recall's customers and that disclosure of such information could materially harm Recall or Recall's customers.

- 18.2 The Contractor must not, and must procure that its employees or subcontractors must not, without the prior consent in writing of Recall, disclose or use any Confidential Information unless such disclosure or use is made in the proper course of the provision to Recall of the Services by the Contractor.
- 18.3 The information referred to in clause 18.2 includes information disclosed or provided to Recall, or the Contractor or its employees or subcontractors by an existing or potential customer, supplier, contractor, agent, licensor or licensee of Recall.
- 18.4 The Contractor must, and must also ensure that the Contractor's employees, sign a confidentiality agreement containing similar provisions to the provisions of this clause prior to commencement of providing Services.
- 18.5 On termination of the Contractor for any reason, the Contractor will, at Recall's request deliver to or do all things necessary to procure the delivery to Recall all Confidential Information in the possession of the Contractor or its employees or subcontractors which is in a physical or electronic form, including all copies whether those copies are in the same form as the original or capable of being recreated into that or other form by any method, device or process.
- 18.6 This clause will survive the termination of this Agreement in all circumstances.

## **19. INTELLECTUAL PROPERTY**

- 19.1 The parties acknowledge that property in all Intellectual Property which arises pursuant to or during the course of the performance of this Agreement and relating to the business of or products marketed by the Recall is vested and shall vest in Recall and the Contractor undertakes to do all such acts and things to execute all such documents as may be necessary or effectively vest such property in Recall.
- 19.2 To the extent that any rights in the Intellectual Property vest in the Contractor, the Contractor hereby assigns those rights to Recall.
- 19.3 The Contractor shall require all of the Contractor's employees and sub-contractors who perform services for the Contractor in relation to the Contractor's obligations under this Agreement, to enter into a covenant in the form reasonably required by Recall to the same effect as the covenant set out in clause 19.1 and 19.2.

## **20. MATERIALS AND VEHICLE**

- 20.1 Except where this Agreement provides, the Contractor must supply everything, including stationery and documentation (other than any documentation that Recall provides or has an obligation to provide pursuant to this Agreement) necessary for the proper performance of the Contractor's obligations and discharge of the Contractor's liabilities, including but not limited to a mobile phone with message facilities.
- 20.2 Recall will provide uniforms to the Contractor and the Contractor will ensure that all vehicle drivers wear the uniform at all times when carrying out work for Recall. The Contractor shall ensure that the uniform as issued by Recall is worn only while performing Services for Recall.

- 20.3 Recall will supply and maintain mobile scanners and operational system equipment that is deemed necessary to meet the current service matrix and Standard Operating Procedures.
- 20.4 Recall will, where appropriate, provide a communication system and pay such costs as may be associated with system update or repairs regarded as resulting from normal usage.
- 20.5 The Contractor will ensure all Recall equipment is in good order, reporting any incident to the Recall Representative and will be liable for any repair, or loss, of this equipment deemed to be damaged, or lost, other than by normal wear and tear. All Recall equipment, must be returned by the Contractor to a Recall Information Centre daily. The Contractor must not charge Recall to return the equipment.
- 20.6 The Contractor will make available a vehicle(s) to carry out the Services that meet Recall's specifications as set out in Schedule 4 and in the base colour required by Recall. Recall will pay for all signwriting and identification required by Recall on the Contractor's vehicle. The Contractor must ensure that all vehicles with Recall signage will be used for the business of providing services for Recall alone, during normal working hours.
- 20.7 If at any time Recall reasonably considers the vehicle normally used by the Contractor to be unsuitable for work performed by the Contractor for Recall, Recall may so advise the Contractor and request the Contractor repairs or obtains a replacement vehicle within such time as is agreed between Recall and the Contractor, or in default of agreement, within such period as Recall reasonably requires, being not less than 6 weeks. In the event that the Contractor believes it is unreasonably disadvantaged by the request, the matter shall be dealt with in accordance with clause 22 of the Agreement.
- 20.8 The Contractor must allow Recall to regularly inspect the Contractor's vehicle to determine that the standard of appearance and body fittings meet with the required specification.
- 20.9 The Contractor must fully maintain all vehicles supplied by the Contractor (which includes but is not limited to complying with the requirements set out in Schedule 4 and Recall will not be responsible in any way for any costs incurred in the operation or maintenance of these vehicles.
- 20.10 Unless otherwise provided in this Agreement, the Contractor must ensure that all equipment and vehicles used in the performance of this Agreement are fit for the purpose for which they are used and are properly maintained.
- 20.11 Recall may direct the Contractor to stand down an item of equipment or a vehicle which in its reasonable opinion is not fit for the purpose for which it is used or presents a serious risk to the environment or to the health and safety of employees until the reason for the stand down is resolved for example by repair or replacement of the equipment or vehicle or through clause 22 of the Agreement. Where an item of equipment or a vehicle is stood down in accordance with this clause, the Contractor shall have no right of recourse against Recall for damages.

**21. NO PARTNERSHIPS OR EMPLOYMENT**

- 21.1 Nothing in this Agreement is intended to create any partnership as between Recall and the Contractor. The Contractor acknowledges that it has no authority to bind Recall without Recall's prior written approval.
- 21.2 This Agreement does not constitute the relationship of employee and employer between Recall and the Contractor or between Recall and any person nominated by the Contractor to perform the Services. The parties acknowledge that the Contractor enters into this

Agreement as an independent contractor and retains the ultimate responsibility for management and direction in relation to the provision of Services.

## **22. DISPUTES PROCEDURE**

22.1 In the event a dispute arises between Recall and a Contractor, it shall be dealt with as follows:

- (a) The matter should first be discussed at the workplace level between the Contractor and their nominated representative (if any) and the relevant management of Recall and its nominated representative (if any).
- (b) If the matter is not resolved, discussions shall occur between the Contractor and their nominated representative (if any, which may include a TWU delegate, organiser or branch secretary or nominee) and senior management of Recall and its nominated representative (if any).
- (c) If the matter is not resolved after discussions under clause 22.1 (a) and (b) have occurred, either party may notify the dispute to the Commission in accordance with the Act.
- (d) At all times, whilst the steps referred to above are being pursued, the parties shall continue to abide by the terms of the Agreement and undertake the Services and contracts of carriage in the normal manner subject to any rights arising under work, health and safety legislation.
- (e) The procedure and obligations above will be equally binding on the parties to this Agreement and any decision of the Commission made under the Act will be accepted and adhered to by all parties, subject to each parties appeal rights under the Act.

## **23. CONSULTATIVE COMMITTEE**

23.1 The parties agree to establish a Consultative Committee that shall be made up of representatives from Recall and Contractors including senior management representative/s of Recall and at least 2 Contractors elected by the Contractors. The Committee shall meet at least once a month at a set date and time and shall discuss issues that include but are not limited to the following:

- Utility of Contractors;
- Measures to improve efficiency and productivity;
- Industrial concerns and grievances; and
- Workplace health, safety and welfare concerns and measures to improve the workplace health, safety and welfare of Contractors.

## **24. AUDIT**

24.1 Recall may from time to time during the Term, and for a period of one year following the Term, conduct audits of the Contractor. Recall will give the Contractor reasonable prior notice of any audit. Audits may be conducted by Recall or by an authorised nominee of Recall and permit Recall or its nominee to audit any of the Contractor's obligations and its

performance of those obligations under the Agreement including (but not limited to) performance of clauses 14, 20 and its safety, security and health obligations.

- 24.2 Each party must bear its own costs of an audit unless an audit reveals material non-compliance by the Contractor with the Agreement (including any material overcharging) in which case, without prejudice to Recall's rights or remedies, the Contractor must pay the auditor's fee and any other reasonable costs of Recall incurred in the audit.

**25. WAIVER**

- 25.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 25.2 The exercise of a power or right does not preclude:
- (a) its future exercise; or
  - (b) the exercise of any other power or right.
- 25.3 No waiver is effective unless it is in writing.
- 25.4 The waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

**26. ENTIRE AGREEMENT**

- 26.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous oral and written proposals, responsibilities, agreements and other communications between the parties.

**27. VARIATION**

- 27.1 Any amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

**28. ASSIGNMENT**

- 28.1 Neither party shall without the prior written approval of the other assign this Agreement or any part thereof.

**29. SEVERABILITY**


- 29.1 If anything in this Agreement is unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in force.

**30. GOVERNING LAW**

- 30.1 This Agreement will be governed by and construed in accordance with the laws of the state of New South Wales and the Commonwealth of Australia.

**SIGNATORIES**

Signed on behalf of **RECALL INFORMATION MANAGEMENT** (ABN 25 004 270 991) by: )  
)  
)

  
Signature

MARK COLE  
Print name

OPERATIONS DIRECTOR.  
Authorised Representative's Position

  
Signature

ALEXANDER COOK  
Print name

DIRECTOR  
Authorised Representative's Position

Signed on behalf of **TRANSPORT WORKERS UNION OF NEW SOUTH WALES** (ABN 77 710 588 395) by: )  
)  
)

  
Signature

MICHAEL NIRA  
Print name

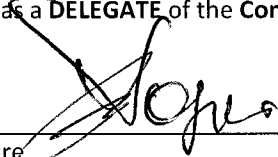
STATE SECRETARY  
Office held

  
Signature

TOBY WARNES  
Print name

HEAD OF LEGAL & GOVERNANCE  
Office held

Signed as a **DELEGATE** of the Contractor by: )  
)

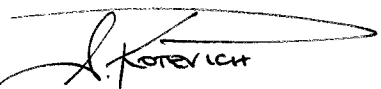
  
Signature

G. R. SOPER  
Print name

  
Witness

HEATHER ARMOUR  
Print name

Signed as a **DELEGATE** of the Contractor by: )  
)

  
Signature

ALEX KOTENICH  
Print name

  
Witness

HEATHER ARMOUR  
Print name

### **SCHEDULE 1 — ANTI-DISCRIMINATION**

1. It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
5. This schedule does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this schedule.

#### NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
*“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”*



**SCHEDULE 2 – SERVICES**

The transport (collection and delivery) of Records from and to Recall's customers not limited to documents and computer tapes and/or other ancillary duties as allocated by Recall.

**SCHEDULE 3 – RATES**

**DPS RATES PAYABLE TO THE CONTRACTOR**

<b>TYPE OF SERVICE</b>	<b>CURRENT RATE</b>	<b>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2016 (4%)</b>	<b>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2017 (3%)</b>	<b>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2018 (3%)</b>
Supply Fee - Weekdays	\$30.15	\$31.36	\$32.30	\$33.27
Supply Fee - Weekends	\$58.70	\$61.05	\$62.88	\$64.77
Scheduled Deliveries	\$7.23	\$7.52	\$7.74	\$7.98
Unscheduled Deliveries	\$20.50	\$21.32	\$21.96	\$22.62
Item Handling	\$0.72	\$0.75	\$0.77	\$0.79
<b>Other Allowances</b>				
Mobile Phone Reimbursement Weekly	\$24.13	\$25.10	\$25.85	\$26.62
Tape Exchange (not including any additional Waiting Time) – simple exchange	\$2.12	\$2.20	\$2.27	\$2.34
Tape Exchange – identified in list of agreed time-consuming swaps*	N/A	Specified waiting time identified on agreed list (15 min intervals only)	Specified waiting time identified on agreed list (15 min intervals only)	Specified waiting time identified on agreed list (15 min intervals only)
Hourly Rate	\$38.04	\$39.56	\$40.75	\$41.97
Hourly Training Rate – Per 15 minute increment minimum *1 \$	\$26.60	\$27.66	\$28.49	\$29.35
Wollongong / Tuggerah (applies for a trip to the area for a single workorder – for additional workorders in the area, refer to standard rates)	\$129.14	\$134.31	\$138.33	\$142.48
After Hours Scheduled Delivery	\$35.22	\$36.63	\$37.73	\$38.86
Penrith (applies for a trip to the area for a single workorder – for multiple workorders, refer to standard rates)	\$19.95	\$20.75	\$21.37	\$22.01
IBM (dedicated) – due to inability to perform other jobs.	\$76.49	\$79.54	\$81.93	\$84.39
Waiting Time (Per 15 mins increments)	\$16.98	\$17.66	\$18.19	\$18.73
Windsor (applies for a trip to the area for a single workorder – for additional workorders in the area,	\$30.56	\$31.78	\$32.74	\$33.72

<u>TYPE OF SERVICE</u>	<u>CURRENT RATE</u>	<u>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2016 (4%)</u>	<u>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2017 (3%)</u>	<u>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2018 (3%)</u>
refer to standard rates)				
After Hours Urgent	\$41.00	\$42.64	\$43.92	\$45.24
After Hours Call Out Rate - Per Two Way Event	Negotiated	Negotiated	Negotiated	Negotiated
Saturday Call Out Rate - Per Two Way Event	Negotiated	Negotiated	Negotiated	Negotiated
Sunday / Public Holiday Call Out Rate - Per Two Way Event	Negotiated	Negotiated	Negotiated	Negotiated

\* It is acknowledged that Tape Exchanges may vary in complexity and duration. As such, a list of customer specific tape exchanges that require more lengthy services will be agreed to between the Company and the Contractor with set waiting time periods. This list and the specified waiting time identified will be reviewed throughout the operation of this contract as required.

***Rates are exclusive of GST.***

#### **DEFINITIONS**

**Scheduled Delivery** – A delivery, where the client code appears on the run sheet, or a case is given to an owner-driver prior to leaving base and can be delivered as part of their normal run.

**Unscheduled Delivery** – A delivery that does not appear on the run sheet and has to be delivered to a customer by a specific time.

Where Standard Operating Procedures allow, handling fee will be measured as the number of items scanned in performing deliveries and collections. In situations where files are not scanned as individual items and are collected or delivered in containers, a Per Item Handling Rate for the number of containers handled will apply.

#### **DPS CHARGES PAYABLE TO THE CONTRACTOR**

It is the Contractor's responsibility to submit all paperwork in the format requested by Recall; failure to do so may result in short payment of invoices.

Completed work orders and run sheets must be submitted on time and must directly reflect the weekly invoice to be submitted by the Contractor.

Contractors must always use their own Recall supplied login when using portable scanning equipment in order that scan quantities can be verified.

#### **1. Parking, Bridge and Motorway Tolls**

Contractors may charge Recall for any parking, bridge and motorway Tolls incurred whilst performing Recall customer deliveries or collections. Contractors must not charge Recall for

any Tolls incurred on the way to and from work or when completing non-Recall related activities. Tolls must be reflected daily on the run sheet submitted. Claims for reimbursement of Tolls must be provided to Recall no less frequently than quarterly.

**2. Safety Boots**

The Company will reimburse the Contractor for the cost of one (1) pair of safety boots per calendar year, up to an amount of \$90.

**DMS RATES PAYABLE TO THE CONTRACTOR**

<b>TYPE OF SERVICE</b>	<b>CURRENT RATE</b>	<b>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2016 (4%)</b>	<b>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2017 (3%)</b>	<b>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2018 (3%)</b>
Courier Event – Zone 1 (One way Event) \$	\$12.37	\$12.86	\$13.25	\$13.65
Courier Event – Zone 2 (One way Event) \$	\$14.22	\$14.79	\$15.23	\$15.69
Courier Event – Zone 3 (One way Event) \$	\$15.50	\$16.12	\$16.60	\$17.10
Country Run Rate – Per Run \$ Negotiated	Negotiated	Negotiated	Negotiated	Negotiated
Per Item Handling Rate – Carton *1 \$	\$0.94	\$0.98	\$1.01	\$1.04
Per Item Handling Rate – Filefolder (Delivery) *1 \$	\$0.28	\$0.29	\$0.30	\$0.31
Per Item Handling Rate – Filefolder (Collection) *1 \$	\$0.28	\$0.29	\$0.30	\$0.31
Per Bundle Handling Rate – Product Sales \$	\$0.94	\$0.98	\$1.01	\$1.04
Urgent – Zone 1 (Not additional to Courier event fee)	\$21.01	\$21.85	\$22.51	\$23.18
Urgent – Zone 2 (Not additional to Courier event fee)	\$24.19	\$25.16	\$25.91	\$26.69
Urgent – Zone 3 (Not additional to Courier event fee)	\$26.25	\$27.30	\$28.12	\$28.96
Urgent – Zone D – Shuttle Assist (Not additional to Courier event fee)	\$14.74	\$15.33	\$15.79	\$16.26
Hourly (& Training) Rate – Per 15 minute increment minimum *1 Includes Waiting Time (If signed off by client) \$	\$26.60	\$27.66	\$28.49	\$29.35
Hourly Hire Rate – Per 15 minute increment minimum vehicles less than 16 tonnes	\$39.74	\$41.33	\$42.57	\$43.85
Hourly Hire Rate – Per 15 minute increment minimum vehicles of 16 tonnes and above	\$55.75	\$57.98	\$59.72	\$61.51
CBD to Greystanes / Moorebank (One Way event) Van	\$41.27	\$42.92	\$44.21	\$45.53
CBD to Greystanes / Moorebank (One Way event) Truck	\$47.51	\$49.41	\$50.89	\$52.42
After Hours Call Out Rate – Per Two Way Event \$ Negotiated	Negotiated	Negotiated	Negotiated	Negotiated
Saturday Call Out Rate – Per Two Way Event \$ Negotiated	Negotiated	Negotiated	Negotiated	Negotiated

<u>TYPE OF SERVICE</u>	<u>CURRENT RATE</u>	<u>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2016 (4%)</u>	<u>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2017 (3%)</u>	<u>RATE FROM THE FIRST FULL PAY PERIOD COMMENCING ON OR AFTER 16 FEBRUARY 2018 (3%)</u>
Sunday / Public Holiday Call Out rate – Per Two Way Event Negotiated	Negotiated	Negotiated	Negotiated	Negotiated

***Rates are exclusive of GST.***

1. Where Standard Operating Procedures allow, handling fee will be measured as the number of items scanned in performing deliveries and collections. In situations where files are not scanned as individual items and are collected or delivered in containers, a Per Item Handling Rate for the number of containers handled will apply.
2. Relates to 'genuine' wait time – 10 item movements per 15 minutes is considered reasonable time to perform services and this time is accounted for in the Per Item Handling and Event Rates.

#### **DMS CHARGES PAYABLE TO THE CONTRACTOR**

It is the Contractor's responsibility to submit all paperwork in the format requested by Recall; failure to do so may result in short payment of invoices.

Completed work orders and run sheets must be submitted daily and must directly reflect the weekly invoice to be submitted by the Contractor.

All run sheets and paperwork must be submitted inside internal transfer envelopes, to be supplied by Recall, in order to maintain contractor invoice confidentiality.

Contractors must always use their own Recall supplied login when using portable scanning equipment in order that scan quantities can be verified.

The Transport Manager must approve any special cases or exceptions to those detailed in this Schedule.

#### **1. Events**

An Event is defined as a one way trip, delivery or collection, during which the Contractor performs Transport services under the direction of Recall Information Management.

An Event is solely dependent upon the location of the collection or delivery.

#### **2. Multiple Event Charges**

Contractors may charge multiple Events to service the same customer in multiple levels of a building.

Contractors may also charge multiple Events to service multiple contacts in large office areas on the same floor, however the Transport Manager must approve cases such as these.

An Event is to be charged once per delivery and once per collection. Contractors may charge an additional Event for every 100 cartons collected or delivered under the same order.

An Event is **not** dependent upon the criteria below:

- Recall Customer Account Code or Account Description; or
- Contact on the order.

### **3. Priority of Event**

- Contractors are to charge Recall dependent upon the Priority Action Code of an order, not based on required by time. The only exceptions to this rule are i) any morning Priority+ orders and ii) only afternoon Priority+ orders that have a required by time before 5:00pm;
- Scheduled / Routine / Priority / Priority+ p.m. orders are to be charged at Courier Event Rates; and
- Urgent / Expedite orders are to be charged at Urgent Event Rates.

If a Contractor is servicing a customer with an Urgent and a Routine delivery only the Urgent Event charge is applicable.

### **4. Per Item**

Contractors may charge to Recall a Per Item Fee for all items transported, dependent on whether it is a carton, file, product sales or barcodes.

Product supplies are to be charged at a carton rate per bundle transported. Barcodes are to be charged at a carton rate, regardless of the number of barcodes on the delivery.

Load Tote deliveries are to be charged at a carton level as number of cartons delivered, not number of files.

### **5. Inter IC Events**

Inter IC Alexandria Events should be charged at Routine Zone 1 Rate as per Schedule 3, all of which must be approved by a Transport Coordinator.

Multiple Inter IC Greystanes and Moorebank Events on the same day must be approved by a Transport Coordinator.

### **6. Futile Orders**

Futile collection orders may be charged as 1 Event per 25 cartons on the order corresponding to the Priority Action Code of the order. The per-item fee **cannot** be charged for futile collections. Contractors must contact a member of the Transport Team whilst at the customer site in order to resolve the situation and make every attempt to service the collection. This charge is not applicable to part collections and may only be charged when

the complete order is a futile. This charge is capped at 200 cartons and hence a maximum of 8 Events can be charged. This charge is not applicable to file collections.

Futile delivery orders may be charged as 2 Events corresponding to the Priority Action Code of the order only. The per-item fee may also be charged twice.

**7. Starting and Finishing**

Contractors must not charge Recall to report for duty at the beginning of the shift nor should they charge to return equipment or collected items at the end of the shift.

**8. Parking, Bridge and Motorway Tolls**

Contractors may charge Recall for any parking, bridge and motorway Tolls incurred whilst performing Recall customer deliveries or collections. Contractors must not charge Recall for any Tolls incurred on the way to and from work or when completing non-Recall related activities. Tolls must be reflected daily on the run sheet submitted. Claims for reimbursement of Tolls must be provided to Recall no less frequently than quarterly.

**9. Mobile Phone Allowance**

A Mobile Phone Allowance of \$10 per week is payable for any week Services are provided and invoiced by the Contractor. To be eligible for the phone allowance, the Contractor must utilise their own mobile phone and data to fulfil the Services. This includes but is not limited to emailing the designated Company email address in a timely manner to inform the Company of circumstances in the event a client service is not completed.

**10. Waiting Time at Information Centres**

Contractors may charge Recall for any Waiting Time incurred over 1 hour. It is the Contractors responsibility to inform the Transport Coordinators upon their arrival.

Waiting Time is only to be charged for anything over the 1 hour period, the initial period will not be chargeable.

**11. Non-Standard Rates**

It is acknowledged that as a result of various non-standard customer arrangements, non-standard rates have been agreed to that do not reflect the rates outlined in this contract. These rates are documented separately in an agreement titled 'DMS Ad Hoc Rates' and will be added to in accordance with clause 10.1 where the parties agree to amend the Charges for a non-standard service.

**12. Safety Boots**

The Company will reimburse the Contractor for the cost of one (1) pair of safety boots per calendar year, up to an amount of \$90.

**13. Stair Jobs**

Stair jobs will be capped at 15 cartons per work order. Additional cartons may only be collected when negotiated between Recall and the Contractor.



#### **SCHEDULE 4 – VEHICLE SPECIFICATIONS AND MAINTENANCE**

##### **SECURITY TRANSPORT VEHICLE – SPECIFICATIONS**

1. At the time of joining the fleet, vehicles should be no more than two years old. Replacement is mandatory when the vehicle is 6 years old unless otherwise approved by Recall management.
2. Vehicles may be one of the three (3) following categories unless otherwise approved and / or declined by Recall management:-
  - (a) 1 tonne capacity;
  - (b) 2 tonne capacity; and
  - (c) 3 tonne capacity;(Vehicles in the 1tonne capacity, enclosed body type should be able to carry a minimum of 100 SCE's).

Recall Management reserves the right to specify the vehicle category it considers necessary to fulfil Recall's requirements.
3. Vehicles should be plain painted white and are not to carry any signwriting unless approved by Recall and will be required to carry Recall's own signwriting.
4. Where Contractors perform DPS Services only, vehicles must be fitted with dual air-conditioning front and rear.
5. A bulk head of approved type must be fitted between cab and load area to protect driver from injury by movement of contents in rear compartment.
6. An alarm system of approved type must be fitted covering all doors, windows and load area, preferably triggered by radio key.
7. Load area should be fitted with 12mm thick chipboard or similar between metal floor and rubber matting to minimise heat transfer to goods carried.
8. A fire extinguisher of approved type and size must be fitted within vehicle.
9. The Vehicle must be weatherproof at all times.
10. A First aid kit must be carried in vehicle
11. Vehicles are to be kept in clean and tidy and in good condition.
12. Vehicles engaged on Recall business must be registered and insured at all time.

##### **SECURITY TRANSPORT VEHICLE – MAINTENANCE**

1. Vehicles to be serviced regularly, and in accordance with manufacturer guidelines.

2. All vehicles to retain maintenance records (log book) up to date with evidence that the vehicle has been serviced by a reputable service provider.
3. Tyres should be in roadworthy condition and contain sufficient tread to ensure that the safety of customers' items is maintained and the chance of accident due to poor condition of tyres is eliminated.
4. Alarm systems should be working at all times. Should alarms systems fail, vehicle will be considered not fit for use until such time that the alarm has been repaired.

Where existing vehicles do not meet specifications, the contractor will be given 6 months from the signing of this contract to rectify such shortcomings. The 6 month grace period shall apply to the initial 6 months of the Agreement ONLY. Thereafter any non-compliance with vehicle specification will be deemed a breach.

**SCHEDULE 5 – AREA**

The areas of required services will be within the region of the Sydney Metropolitan Area and surrounding areas including other areas in New South Wales such as but not limited to Port Kembla and Richmond, as directed by Recall.

### **SCHEDULE 6 – SECURITY**

Contractors must ensure:

1. Contractor must ensure that the vehicle is fitted with an alarm/immobiliser specified and approved by Recall.
2. Vehicles must remain locked at all times. This includes situations where the Contractor or Contractors' employees are out or away from the vehicle, as well as whilst the vehicle is travelling. This ensures that intruders cannot attempt to open the vehicle and remove items, even when the vehicle is stationary at traffic lights.
3. Alarm systems must be activated when the Contractor is out of, or away from the vehicle.
4. Windows must at all times be closed. This includes times when the vehicle is travelling. Partially open windows still provide opportunity for intruders to access the vehicle.
5. In the event of an accident, the Contractor should immediately notify Recall to advise the status of the situation and in particular advise if the integrity or custody of customer information is compromised.
6. The Contractor must ensure that items are scanned at the point of delivery to the customer, or collection at the customer's premises. Performing delivery scans at loading bays, car parking areas or anywhere else is strictly forbidden and will be construed as Serious and Wilful Misconduct.
7. If there is any situation where a Contractor cannot scan items at the point of delivery or collection, the Contractor must immediately notify Recall.
8. The use of cameras, video cameras or any other such medium is forbidden within Recall's Information Centres and Secure Destruction Centres.
9. No smoking is allowed within the vehicle, when carrying customer items. This is considered a high risk with potential for fire within the vehicle and damage or destruction of customer's physical items.
10. Vehicles must be fitted with alarm systems that meet Recall Global standards. The cost of the initial installation of the alarm shall be at the cost of Recall provided that in the event of the vehicle being 'turned over' during the term of this Agreement, the cost of the de-installation/reinstallation of the alarm shall be at the cost of the Contractor. On expiry or termination of this Agreement the Contractor shall arrange for the de-installation and return of the alarm at the cost of Recall.

**SCHEDULE 7 – DMS CONTRACTORS**

The following entities are covered by this Agreement, as amended from time to time, provided they are covered by the provisions of Chapter 6 of the Industrial Relations Act:

<b>A. KARA PTY LTD</b> 1 x vehicle 1 tonne (piece rate) 1 x vehicle 3 tonne (piece rate)	<b>(ABN: 95 097 030 076)</b>
<b>ABDIM PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 46 091 929 761)</b>
<b>AK ENTERPRISES (NSW) PTY LTD</b> 1 x vehicle 1 tonne (piece rate) 1 x vehicle 1 tonne (hourly hire)	<b>(ABN: 21 132 178 020)</b>
<b>AMEESA PTY. LTD.</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 26 611 809 093)</b>
<b>BELLEW TRANSPORT PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 76 051 598 791)</b>
<b>COMFY HOME INSULATION PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 46 090 148 922)</b>
<b>CRANKY ROCK PTY LTD</b> 1 x vehicle 2 tonne (piece rate)	<b>(ABN: 27 163 884 848)</b>
<b>FR &amp; T TRANSPORT</b> 1 x vehicle 3 tonne (piece rate)	<b>(ABN: 19 091 437 964)</b>
<b>GATHERER SERVICES PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 96 121 867 169)</b>
<b>RH LOGISTICS PTY LTD</b> 1 x vehicle 1 tonne (piece rate) 1 x vehicle 3 tonne (piece rate) 1 x vehicle 16 tonne (hourly hire)	<b>(ABN: 69 604 466 695)</b>
<b>JAMES ERLI PTY LTD</b> 1 x vehicle 2 tonne (piece rate)	<b>(ABN: 61 124 961 100)</b>
<b>LANCE KEEGAN PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 16 091 164 911)</b>
<b>LIKE LIGHTENING PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 87 121 235 685)</b>
<b>M &amp; M TRANSPORT (AUST) PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 53 121 573 260)</b>
<b>R &amp; M.J. HOLDINGS PTY LTD</b> 1 x vehicle 2 tonne (piece rate)	<b>(ABN: 81 107 138 429)</b>
<b>SIMANTRA PTY LTD</b> 1 x vehicle 1 tonne (piece rate)	<b>(ABN: 37 091 329 430)</b>
<b>TJ TRANSPORT SERVICES PTY LIMITED</b> 1 x vehicle 1 tonne (hourly hire)	<b>(ABN: 86 126 702 387)</b>
<b>TRIMGLEN PTY. LTD</b> 1 x vehicle 3 tonne (piece rate)	<b>(ABN: 56 050 104 964)</b>

This list is current as at signing of the Agreement and may change through the operation of the Agreement by mutual written agreement between the parties.

**SCHEDULE 8 – DPS CONTRACTORS**

The following entities are covered by this Agreement, as amended from time to time, provided they are covered by the provisions of Chapter 6 of the Industrial Relations Act:

<b>1000CC PTY LTD</b>	<b>(ABN: 25 132 052 978)</b>
<b>BATTORNE PTY LTD</b>	<b>(ABN: 46 154 402 598)</b>
<b>BENJIE &amp; CHE PTY LTD</b>	<b>(ABN: 64 108 583 857)</b>
<b>DATA TRANSPORT SOLUTIONS</b>	<b>(ABN: 87 166 039 685)</b>
<b>DEMONAS PTY LTD</b>	<b>(ABN: 87 150 868 385)</b>
<b>EASYWAY PROTECTION PTY LTD</b>	<b>(ABN: 48 168 405 909)</b>
<b>EAZYAZ TRANSPORT PTY LTD</b>	<b>(ABN: 97 127 304 634)</b>
<b>FR MARTIN ENT. PTY LTD</b>	<b>(ABN: 87 113 844 009)</b>
<b>HARD WAY SOLUTION PTY LTD</b>	<b>(ABN: 67 130 834 927)</b>
<b>KEIFLAME PTY LTD</b>	<b>(ABN: 30 003 100 909)</b>
<b>MILLY IT PTY LTD</b>	<b>(ABN: 95 108 583 991)</b>
<b>MTG BOOMERANG PTY LTD</b>	<b>(ABN: 92 098 780 511)</b>
<b>RESPOND (NSW) PTY LTD</b>	<b>(ABN: 81 103 137 828)</b>
<b>TRANS8 PTY LTD</b>	<b>(ABN: 41 160 363 744)</b>