

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA97/5

TITLE: Comet Express Sydney PUD Contract Carriers

I.R.C. NO: 97/91

DATE APPROVED/COMMENCEMENT: 20 February 1997

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 4

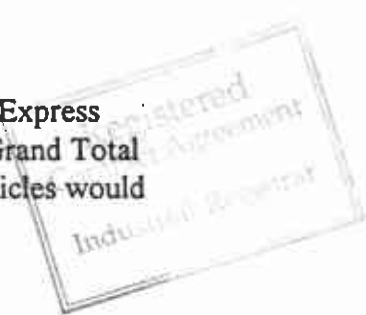
COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Contract Carriers at and from Comet/Kwikasair Express Sydney Operations

PARTIES: Comet/Kwikasair Express -&- Transport Workers' Union of Australia, New South Wales Branch



1. As a consequence of the merge of the Comet Express and Kwikasair Express businesses in Sydney during October of 1996 it was agreed that the Grand Total weekly rates for Contract Carriers with the following category of vehicles would be equalised as follows:



FEES FOR SERVICE

Category of Vehicle	Description of \$ Amounts	\$ Hourly Rates Labour / Truck	\$ Grand Total 55 hours x Labour 50 hours x Truck
Category A	Labour	11.5575	635.66
	Truck*	11.4406	572.03
	Grand Total		1207.69
Category B	Labour	11.8278	650.53
	Truck*	13.6174	680.87
	Grand Total		1331.40
Category C	Labour	11.8278	650.53
	Truck*	16.0418	802.09
	Grand Total		1452.62
Category D	Labour	11.8278	650.53
	Truck*	17.7136	885.68
	Grand Total		1536.21
Category D1	Labour	11.8278	650.53
	Truck*	17.9814	899.06
	Grand Total		1549.59
Category D2	Labour	11.8278	650.53
	Truck*	18.1282	906.40
	Grand Total		1556.93

* Where relevant the truck component includes the increases referred to in Agreement 9 of 1994 filed with the office of the Industrial Registrar on 26 August 1994 in accordance with the Industrial Relations Act 1991.

Registered
Contract Agree
Industrial Reg

6. As a consequence of the agreed rates the following shall apply:
 - a) If a Contract Carrier does not perform contracts of carriage and has an absence in the nature of paid leave, the Contract Carrier shall receive amounts calculated on the hourly labour rate for each hour so absent to a maximum of eight (8) hours per day and/or forty (40) hours per week.
 - b) Where a Contract Carrier works in excess of ten (10) hours per day the hourly rates as noted in Clause 1 shall be used to calculate the fees for service payable.
7. The parties agree that the 15% labour component fees for service increases for Contract Carriers which constituted a part of the Transport Workers' Union 1996/96 campaign is fully satisfied by the rates noted in Clause 1 and the rates shall operate in lieu of the rates generated by the increases referred to in clause 1 and 2 of Agreement 9 of 1995 filed with the office of the Industrial Registrar on 13th April 1995 in accordance with the Industrial Relations Act 1991 as amended.
8. This Agreement shall operate for a period of twelve (12) months.

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Contract Agreement
Industrial Registrar

**SIGNED ON BEHALF OF CONTRACT CARRIER MEMBERS
OF THE TWU NSW BRANCH :**

R ELLIS

Robert Ellis Date: 19.12.96
Mark Wilson WITNESS Printed name of Witness

D ETCHELLS

D. Etchells Date: 19.12.96
Mark Wilson WITNESS Printed name of Witness

K WYBRON

Kevin Wybron Date: 19.12.96
Mark Wilson WITNESS Printed name of Witness

I BARKER

I Barker Date: 19-12-96
Joanne Mood WITNESS Printed name of Witness

**SIGNED FOR AND ON BEHALF OF THE TRANSPORT
WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES
BRANCH BY S. HUTCHINS, SECRETARY, IN THE
PRESENCE OF :**

S HUTCHINS

Sue Hutchins Date: 19.12.96
Kevin Wybron WITNESS Printed name of Witness

SIGNED ON BEHALF OF THE PRINCIPAL CONTRACTOR
BY:

Registered
Contract Agreement
Industrial Registrar

D. GRONOW

[Signature] Date: 11/12/06 C. Daveney
D. J. GRONOW CATHERINE DAVENEY
WITNESS Printed name of Witness

R MINKUS

[Signature] Date: 20/12/06
G. Hansen G. Hansen
WITNESS Printed name of Witness