

**REGISTER OF  
CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA21/01

**TITLE:** Wollongong City Council Contract Carriers' Agreement 2018-2021

**Case No.** 2021/18102

**DATE APPROVED/COMMENCEMENT:** 2 February 2021 / 30 January 2019

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** Replaces CA16/01.

**GAZETTAL REFERENCE:** 26 March 2021

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all contract carriers engaged by Wollongong City Council, located at 41 Burelli Street, Wollongong, who fall within the coverage of the Transport Industry - General Carriers Contract Determination 2017.

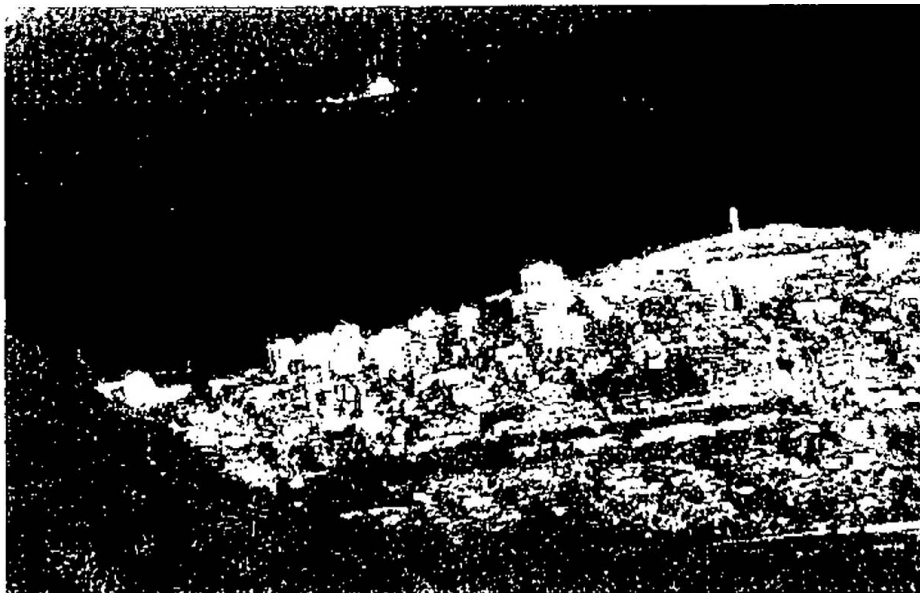
**PARTIES:** Wollongong City Council -&- the Transport Workers' Union of New South Wales.



**WOLLONGONG CITY COUNCIL**

**CONTRACT CARRIERS' AGREEMENT**

**2018-2021**





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## 1 TITLE

This agreement shall be known as the *Wollongong City Council Contract Carriers Agreement 2018*.

## 2 PARTIES BOUND

This agreement is entered into on 30 January 2019 between the Principal, Wollongong City Council (WCC) of the first part and the Transport Workers' Union of NSW (TWU) of the second part on behalf of the Contract Carriers listed in Attachment 1.

The Contract Carriers are independent carriers that provide services to the Principal under this agreement. Nothing in this agreement is intended to create an employment, or partnership relationship, between the Principal and the Contract Carrier (or its officers, employees or agents).

## 3 AREA INCIDENCE AND DURATION

This agreement will regulate the terms and conditions of engagement of the Contract Carriers listed in the Priority List at Attachment 1 of this agreement and *terminates* the *Wollongong City Council Contract Carriers Agreement 2015-2018* being Agreement 751 of 2014 which has been registered with the New South Wales Industrial Relations Commission on 14 January 2014.

This agreement **supersedes all other agreements and understandings** and will operate on and from the 30 January 2019 and shall remain in force for a period of three (3) years until 30 January 2022.

For the avoidance of doubt, at the commencement of this agreement, all other previous agreements and understandings are of no effect and provided that this agreement shall continue to remain in force beyond 30 January 2022 until it is terminated, replaced or superseded.

## 4 PURPOSE OF AGREEMENT

This agreement sets out the terms and conditions for the engagement and performance of Contract Carriers to undertake works for the City Works Division. It does not establish a precedent for, nor preclude, Contract Carriers undertaking Works for other Divisions of Council.

## 5 COUNCIL'S VALUES

We are proud to provide services which are valued by the people of Wollongong, we will:

- Maintain integrity and earn trust
- Treat customers as we want to be treated
- Use the community's money wisely
- Bring out the best in each other

## 6 OBJECTIVES

The Parties to this agreement agree on the following objectives:

- **Quality Service Delivery**  
To provide efficient, on time cost effective and competitive quality services to our customers and the community
- **Workplace Health and Safety**  
To comply with Council's Workplace Health and Safety procedures, and policies for contractors.
- **People**  
To engage with Council staff and the community in a professional and equitable manner by observing Council's Code of Conduct and Council's Values.

- Partnership  
To maintain a partnership between management, employees, the unions, including Contract Carriers to optimise employment security.  
Manage organisational change through consultation.

## 7 WORKPLACE HEALTH AND SAFETY

Council is committed to providing a safe working environment and a high standard of health, safety and welfare for all persons.

Contract carriers must ensure they are familiar and comply with Council's Workplace Health and Safety policies and procedures and will be committed to ensuring that they comply with Council's Workplace Health and Safety requirements including but not limited to:

- a Fit for Work
- b Smoking in the Workplace
- c WHS Policy
- d Inspection and Testing
- e Plant Policy
- f Code of Conduct
- g Pre-start daily inspections
- h Report any incident or accident to the site supervisor

Requirements and compliance under the Council Workplace Health and Safety policies and procedures may be audited as part of Council's annual internal auditing requirements.

## 8 ENGAGEMENT

### 8.1 CONDITIONS OF ENGAGEMENT

8.1.1 Prior to Council officers offering any work, Contract Carriers will ensure that they

- Are owner-drivers
- Appear on the priority list (Attachment 1)
- Are medically fit to perform the duties required under this Agreement
- Have been issued with and wear, appropriate safety wear, ie Council issue and Personal Protective equipment
- Have undergone Council's induction training program
- Have undergone WHS training
- Have provided proof of Motor Lorry Drivers Licence
- Have furnished an ABN issued by the ATO
- Have furnished proof of registration for GST with the ATO
- Have furnished two employment references on initial engagement only
- As required by Council officers, provide evidence of the above

8.1.2 The Contract Carrier must promptly provide evidence of each of the matters above where requested by a Council officer. The items below form part of the internal WHS auditing schedule.

Within 48 hours' notice to produce documentation:

- a Comprehensively or third party property damage insured with Wollongong City Council indemnified
- b Insured under public risk with Wollongong City Council indemnified for a minimum of \$10 million
- c Carried on the truck at all times and produced on request
- d Registered by the NSW Roads and Maritime Services
- e Of good appearance
- f Regularly serviced and a satisfactory service and repair record is

- maintained
- g Fitted with a two-way tail gate, flashing turret light
  - h Displaying a Wollongong City Council logo
  - i Equipped with a pre start daily inspection book
  - j Fitted with reverse alarm that is automatically activated when reverse gear is selected with a noise level range of 87 to 112 dB(a)
  - k Fitted with electrical hazard warning notice visible to the operator when the hoist is operated. The notice must display the minimum safe working distances
- 8.1.3 During engagement the Contract Carrier must, at their own cost:
- supply all fuel, oil, grease, tarps and spare parts and anything necessary for continuous and satisfactory operation of the truck;
  - remove from site and properly dispose of all waste products from the truck including grease and oils, or if approved by Council, dispose of by placing at a location on site in the manner directed by Council;
  - keep maintenance and pre start daily inspections records.
- 8.1.4 Work shall be offered, if and when it becomes available, to Contract Carriers in the order in which they appear on the Priority List (see Attachment 1). If Council hires a Contract Carrier out of sequence with the Priority List and a higher priority Contract Carrier is not engaged then payment is to be made to the disadvantaged contractor on the basis of four (4) hours at labour and truck rate for that day.
- 8.1.5 At least one telephone contact number must be provided to Council by the Contract Carrier so that they may be contacted between 2.00 pm and 3.00 pm Monday to Friday for hire instructions for the following day. If a Contract Carrier cannot be contacted on up to two telephone numbers provided it will be assumed they are not available for hire.
- 8.1.6 If a Contract Carrier is engaged by Council on any day from Monday to Friday, Plant Hire will contact the Contract Carrier by 2.30pm if they are NOT required the following day.
- 8.1.7 For the purposes of this clause 8.1.6, 'contact' means a Council officer speaking with a Contract Carrier, and not simply leaving a voice message.
- 8.1.8 Without derogation to the ability of Contract Carriers to work elsewhere, in times where there is a shortage of work, Contract Carriers may request a leave of absence to work elsewhere. Council should not unreasonably withhold granting of said leave of absence.
- 8.1.9 If during the course of this agreement Contract Carriers are removed from the priority list, Council will review the appropriate number demanded by its operations in consultation with the TWU.
- 8.1.10 This agreement is restricted to the engagement of those Contract Carriers listed in the Priority List. This List may be revised and reissued in accordance with changes to the List.
- 8.1.11 Preference of engagement will be given to Contract Carriers covered by this agreement, over carriers engaged through any plant hire agreement Council enters into with other entities, but only where the truck or trucks Council determines it needs for particular work are of a carrying capacity of 12 tonnes and above with a 3 axle configuration.
- 8.1.12 Provided that the required rest breaks are taken and current RMS driving hours regulations are observed for trucks greater than 12 tonnes GVM (as identified at attachment 5 to this agreement), and works operations are not disadvantaged, Contract Carriers already engaged on a work site during normal work hours will

- be given preference of engagement over other contractors utilising trucks on that site for any inclusive after normal hours work regardless of their listing on the Priority List.
- 8.1.13 All rest breaks will be in accordance with RMS driving hours requirements and as instructed by the Site Supervisor, considering Council operating requirements, eg staggering lunch breaks.
- 8.1.14 Contract Carriers provided with work by Council will be subject to an evaluation of performance having regard to each of the objectives listed in clauses 5, 6 and 7 of this agreement.
- 8.1.15 The evaluation shall be undertaken within six months from the commencement of this agreement, and thereafter every six months until the agreement ends. The evaluation shall be undertaken as set out at attachment 4.
- 8.1.16 The evaluation shall be undertaken by a delegated Council officer. If the result of the performance evaluation is rated as unsatisfactory, this shall be referred to a Coordinator for final determination.
- 8.1.17 As well as compliance with each of the objectives at clauses 5, 6 and 7, the matters to be assessed include:
- whether the truck is delivered to the nominated Council location in a timely manner and whether it complies with relevant conditions of contract;
  - condition of the truck presented;
  - acceptable levels of productivity achieved (per evaluation rating);
  - timely presentation of daily timesheet and pre start daily inspection to the Site Supervisor;
  - tonnages loaded shall be in accordance with the GVM requirements set out by the relevant NSW legislation. Tonnages less than the GVM requirements (up to 10% of maximum capacity) will only be allowed when approved by the site supervisor. Where a vehicle passes over a weighbridge the weighbridge tickets must be supplied back to the site supervisor.
  - Workplace Health and Safety, quality and environmental performance.
  - working in a cooperative manner and providing a high level of customer service to Council at all times.
- 8.1.18 Where Council incorporates an element of cartage or transport requirement as a component of a whole of job tender/quotation which does not include the use of Council's City Works day labour workforce, these such arrangements/contracts fall outside this agreement and do not invoke this agreement.

## 8.2 DISCIPLINARY PROCEDURE

- 8.2.1 The purpose of this clause is to correct inappropriate behaviour/conduct and poor performance. The Disciplinary Procedure set out at this clause 8.2 is designed to give Council and Contract Carriers an agreed process for managing situations where inappropriate behaviour/conduct and poor performance has been identified and changes are required.
- 8.2.2 The disciplinary procedure is to be used in instances of recurring inappropriate behaviour/conduct or performance issues as initial occurrences of poor performance or inappropriate behaviour/conduct may be related to a contract carriers' personal circumstances
- 8.2.3 Each aspect of performance is monitored separately. It is not the intent of the policy that aspects of performance that are distinctly unrelated be used to progress along the disciplinary procedure.



8.2.4 To maintain basic and reasonable standards of behaviour/conduct and performance in the service of Wollongong City Council and to set fair and equitable standards of discipline for unsatisfactory conduct and performance.

- Guarantee the rights of all.
- Ensure a safe and healthy work environment.
- Prevent Contract Carriers from generating a poor attendance record or poor work habits.
- Reinforce and document improved overall performance.
- Refer contract carriers to Council's Employee Assistance Program where relevant.

8.2.5 Policy

Wollongong City Council believes that the majority of its Contract Carriers are loyal and hardworking. However, a large organisation requires policies and standards to assist all managers, supervisors and Contract Carriers with guidelines and procedures to events that may result in disciplinary or corrective action.

8.2.6 An effective Disciplinary Procedure must be fair, reasonable, logical and easily understood by all.

8.2.7 Council Supervisors should be aware that these disciplinary procedures should not be used as a sole basis for corrective action of conduct on the job. Supervisors, in the course of their duties, should interact with Contract Carriers, and, where they have concerns in relation to their performance, raise these concerns as they arise. In most circumstances, unless an employee's misconduct is of such a serious nature, these disciplinary procedures should not be used for a 'first offence' (eg lateness to work, poor timekeeping, etc).

8.2.8 Where problems arise on the job and these problems have been discussed between the supervisor and the contract carrier and this person still shows no signs of improvement then it may be appropriate to turn to Step 1 of the disciplinary procedures. Caution should be exercised here however, as a sudden deterioration of work performance could indicate underlying personal problems being experienced by the person. In view of this, all supervisory employees should be fully cognisant of Council's Employee Assistance Program and make all attempts to offer assistance to the person. If the offer of assistance is refused, and the misconduct persists then it is appropriate to continue to Step 1 of the disciplinary procedures. Where EAP assistance is sought and provided and no improvement in performance results, these cases will be assessed on their merits to determine appropriate action.

8.2.9 Review periods will be established for contract carriers who are placed on stages 1, 2, 3 of the disciplinary procedures. If there are periods of absence from the workplace, all such absences will be added onto the review period which has been established, unless otherwise agreed by the parties.

8.3 HOURS OF ENGAGEMENT

8.3.1 Contract Carriers will be available for engagement between the hours of 6am and 6pm Monday to Friday, paid for hours worked at a rate of single time at the flat hourly rate.

8.3.2 A Contract Carrier can be engaged by any delegated Council officer.

8.3.3 Where a Contract Carrier has been engaged, and then informed (by phone or voice mail) that their services are not required, and appropriate notice (12 hours) has been provided, Council is not liable to make any payment to the Contract Carrier.

- 8.3.4 'Hours Worked' exclude travel time to and from the job site at the start and end of the hire per day. Travel between jobs during the hire will be paid at single time at the flat hourly rate and at rates as set out in clause 8.4.
- 8.3.5 The normal hours of engagement on a Council roster day shall be paid for hours worked at a rate of single time at the flat hourly rate.
- 8.3.6 The allocated rostered day for Contract Carriers will be taken in conjunction with WCC City Works roster day (nine day fortnight) and be the second Friday in the pay cycle.
- 8.3.7 Contract Carriers engaged on a work site immediately prior to the scheduled roster day and are invited to work at the same work site on the scheduled roster day, Saturday or Sunday will have preference of engagement, notwithstanding the Priority List.
- 8.3.8 If the Contract Carrier is engaged outside the hours of engagement, as provided in Clause 8.3.1, then the Contract Carrier will be paid at the rates set out in Clause 8.5.

#### 8.4 RATES OF PAY

- 8.4.1 Rates of pay are itemised under Attachment 2.
- 8.4.2 Rates of pay are adjusted on the basis of Transport Industry – Excavated Materials – Contract Determinations ratified through the NSW Industrial Relations Commission for 3 axles, Item 6 Hourly Rate, less workers compensation (2%) and employer superannuation guarantee (9.5%).

#### 8.5 RATES FOR HOURS OUTSIDE THE HOURS OF ENGAGEMENT

- 8.5.1 Where the Contract Carrier provides services in excess of eight hours on any one day, payment will be made at the rate of normal truck and entitlement rates plus time and one half on the labour rate for the first two hours. For time worked in excess of those first two hours the normal truck and entitlement rates will continue and the normal labour rate will be doubled.
- 8.5.2 A Contract Carrier invited to work on a Saturday shall be paid a minimum of four hours at the normal truck and entitlement rates and the normal labour rate at time and one half for the first two hours and then double labour rate for any time thereafter.
- 8.5.3 A Contract Carrier invited to work on a Sunday or public holiday shall be paid a minimum of four hours at the normal truck and entitlement rates and the normal labour rate at double time.
- 8.5.4 A Contract Carrier recalled by Council after being hired during the hours of engagement as provided in Clause 8.3 shall receive a minimum of four hours hire at the normal truck and entitlement rates plus the appropriate penalty labour rate.
- 8.5.5 A Contract Carrier called for work outside the spread of hours shall be paid the normal truck and entitlement rates plus the appropriate penalty labour rate up to the starting time of the span of hours.
- 8.5.6 A flat hourly rate will apply for the purposes of this agreement. These rates incorporate payment for all conditions, allowances, public holidays, etc.
- 8.5.7 The only exception to Clause 8.5.6 is the payment of 'Meal Allowances' to Contract Carriers in the event of work outside normal hours which is not included in Clauses 16 and 17. Meal allowances will be paid to Contract Carriers under the same conditions that apply to the coverage of employees of Council ie after five hours work.
- 8.5.8 Timesheets are required to be with Council's Administration Officer by 12pm on the Wednesday following work undertaken.

## 9 GENERAL CONDITIONS

- 9.1 Appearance, general condition and mechanical condition of trucks will be maintained to a standard acceptable to Council.
- 9.2 Contract Carriers are required to provide the appropriate Council officer with a copy of their annual Registration and Vehicle Inspection records
- 9.3 In the event of a truck breakdown hire time will be discontinued. The site supervisor must be given immediate notification on the nature of breakdown with an estimate on down time.
- 9.4 A copy of Evaluation reports will be sent to the Contract Carrier.
- 9.5 Contract Carriers must ensure that appropriate statutory licences are held, current RMS regulations are observed, and standard heavy truck driver hours, (attachment 5) and that RTA registration and truck insurances are current. Hiring of Contract Carriers is subject to copies of such current renewal documents being made available to Council for recording.
- 9.6 Contract Carriers must be inducted to the respective job site by a Council representative, understand the site specific requirements and sign the induction sheet before any work is undertaken.
- 9.7 Variation to this agreement shall only be made by agreement with the parties as described at Clause 2.

## 10 MINIMUM HIRE

- 10.1 Subject to Clause 8.3.3, if a Contract Carrier reports for work at the depot or job site as directed during normal working hours and is not required, due to wet weather etc. they will be paid four (4) hours hire, at the normal truck and labour hire rate. Acceptance of the four (4) hours hire will deem the Contract Carriers remain on site for that time to enable possible resumption of operations.
- 10.2 After the commencement of work, during normal working hours, a Contract Carrier shall be paid not less than eight (8) hours hire at the normal truck and labour hire rate. Acceptance of the eight (8) hours hire will deem the truck remain on site for that time to enable possible resumption of operations.

## 11 CONDITION FOR PAYMENTS

- 11.1 Contract Carriers will be required to sign a Recipient Created Tax Invoice Agreement with Council.
- 11.2 Contract Carriers will be required to submit a correctly completed Daily Hire Timesheet, (attachment 6) signed by the authorised Council officer.
- 11.3 Payments by electronic funds transfer for Contract Carrier hire will be made fortnightly, pending receipt of a Daily Hire Timesheet and compliance of this contract by a Recipient Created Tax Invoice including GST and ABN details.

## 12 GRIEVANCE PROCEDURE

- 12.1 Any Contract Carrier should, in the first instance, discuss any grievance affecting their engagement with Council with a nominated Council employee with authority to investigate the grievance.
- 12.2 In the event of failure to resolve the matter at job level, the matter shall be the subject of discussions between a delegate of the TWU and an authorised representative of Council.
- 12.3 In the event of failure to resolve the matter, then it shall be the subject of discussions between the TWU Organiser and the Manager City Works.
- 12.4 Should the matter still remain unresolved, the Secretary of the TWU or his nominee will confer with the General Manager.

12.5 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission for determination.

12.6 All work shall continue normally (status quo) while these negotiations are taking place, unless the subject matter of the grievance is the removal of the Contract Carrier from the Priority List. In that circumstance, and until any order from the Commission to the contrary, the Contract Carrier will not be offered work.

### 13 LEAVE RESERVED

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

### 14 UNION DELEGATE

A Contract Carrier appointed as TWU delegate shall, upon notification thereof to the Council's City Works Divisional Manager by the Secretary of the Union, be recognised as the accredited representative of the Union.

### 15 WORKERS' COMPENSATION

Workers' Compensation coverage for non-incorporated Contract Carriers will be provided by Council.

### 16 SUPERANNUATION

The superannuation guarantee levy (currently 9.5% of the labour component of the hire rate) will be paid by Council for non-incorporated Contract Carriers to the superannuation fund of choice of the non-incorporated Contract Carriers or as required by legislative provisions.

### 17 ORGANISATIONAL CHANGE

17.1 If Council is considering workplace change that is likely to have a significant effect on the employees covered by this agreement, Council must consult with employees who are affected by the proposed change.

17.2 In the event that the Council does not require the services of one or more of the Contract Carriers listed on the Priority List due to business conditions, reorganisation or organisational change, they will be removed from that List in order of those with the least amount of service with the Council.

17.3 Except where removal has occurred pursuant to Clause 8.2 of this agreement, Council will provide three (3) weeks payment for each year of service of each Contract Carrier.

17.4 The payment will be based on average weekly fees charged by the Contract Carrier to the Council over:

- a the 12 month period preceding the notification of removal from the Priority List; and
- b from 12 months after this agreement has been approved by the NSW Industrial Relations Commission, the 24 month period preceding the notification of removal from the Priority List.

### 18 TECHNOLOGICAL CHANGE

18.1 Once Council has made a definite decision to introduce new GPS technology into its own fleet of vehicles, and once installation of that technology has commenced in their own fleet of vehicles, the Contract Carriers agree to commence discussions with Council in relation to the introduction of that technology into the Contract Carrier fleet.

18.2 The relevant Contract Carrier/s may appoint a representative for the purposes of

## CONTRACT CARRIERS AGREEMENT 2018-2021



the procedures in this clause.

18.3 If:

- (a) a relevant contract carrier/s appoints a representative for the purposes of consultation; and
- (b) the contract carrier/s advise Council of the identity of the representative; Council must recognise the representative. Any discussions will include the need for additional training if any.

## 19 DEFINITIONS

19.1 Delegated Officer – a Council delegated officer can be the Leading Hand or above.



SIGNATURES TO THE AGREEMENT

SIGNED for and on behalf of  
Wollongong City Council:

A handwritten signature in black ink, appearing to be "Shawn Martin".

Shawn Martin  
Safety + Workplace  
Services Manager

In the presence of:

A handwritten signature in black ink, appearing to be "N. Cordner".

Nikkita Cordner  
Employee Relations  
Officer (Acting)

SIGNED for and on behalf of  
The Transport Workers'  
Union Of NSW:

A handwritten signature in black ink, appearing to be "Richard Allen".

Richard Allen  
Secretary

In the presence of:

A handwritten signature in black ink, appearing to be "Emma Walsh".

Emma Walsh  
Chief Legal Officer

**ATTACHMENT 1 – Contract Carriers – Priority List**

As at 3 December 2018

Truck Priority	Owner Driver
1	Mr L Hartley
2	M & M Phillips
3	R & T Neilson
4	M James

**ATTACHMENT 2 – Labour and Truck Hire – Hourly Rates**

	Transport Industry – Excavated Materials Contract Determination (Serial C7159 ratified 25/12/2009)	As at 15/8/2014 \$
1	3 axles – Item 6 Hourly Rate	92.04

	Labour (excl GST)	15/8/2014 \$
2	Labour (31.896% of Note 1)	29.36
3	Less workers compensation @ 2% and superannuation guarantee levy @ 9.5%	3.38
4	Labour total-Normal time	25.98
5	Labour total – penalty time and one half	43.15
6	Labour total – penalty double time	57.54

	Total (Labour and Truck Hire) excl GST	15/8/2014 \$
7	Total-Normal Time	88.67
8	Truck only	62.69
9	Total – penalty time and one half	105.84
10	Total – penalty double	120.23

**Note 1**

Rates of pay are adjusted on the basis of Transport Industry – Excavated Materials – Contract Determinations ratified through the NSW Industrial Relations Commission for 3 axles, Item 5 Hourly Rate

**Calculations**

#7 – Normal Time (Labour+ Truck Hire) equals #1 minus #3

#8 – Truck only rate equals #1 minus #2

# 9 and #10 – Truck only rate plus applicable labour penalty rate (#5 or #6)



ATTACHMENT 3 – Driver and Truck Information

Owner/Driver \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Driver's Licence No \_\_\_\_\_ Class \_\_\_\_\_ Expiry Date \_\_\_\_\_

Priority List Number – Overall \_\_\_\_\_ In Truck Class \_\_\_\_\_

Truck Make \_\_\_\_\_ Model \_\_\_\_\_

Year of Manufacture \_\_\_\_\_

Registration No \_\_\_\_\_ Registration Expiry Date \_\_\_\_\_

Tare \_\_\_\_\_ GVM \_\_\_\_\_

Comprehensive Insurance with \_\_\_\_\_

Policy Number \_\_\_\_\_ Expiry Date \_\_\_\_\_



CONTRACT CARRIERS AGREEMENT 2018-2021

ATTACHMENT 4 – Contract Carrier Performance Evaluation

CONTRACT CARRIER NAME \_\_\_\_\_ JOB LOCATION \_\_\_\_\_

PERIOD OF REVIEW \_\_\_\_\_ TO \_\_\_\_\_

Objectives	Performance During Engagement Period Comments (To be determined after period has been finished using rating scale and comments)	Rating 1 – Unsatisfactory 2 – Achieves Expectations 3 – Exceeds Expectations
Quality Service Delivery WHS People Partnership  Timely start times and ready for work Time management including travel and breaks in accordance with Council operational requirements and relevant NSW legislation Correctly completed Time Sheet details		
Truck Condition – Appearance. Two way tail gate, flashing light, ID number wee Logo Pre start inspection book, reverse alarm, electrical hazard warning notice		
Commitment to achieve acceptable productivity (approved GVM tonnages and subject to audit)		
Attitude Cooperation and Initiative		
WHS Awareness and comply with worksite requirements correct PPE worn, completed prestart documentation, environmental sensitivity		

Leading Hand Signature \_\_\_\_\_ Coordinator Signature \_\_\_\_\_

If an unsatisfactory rating occurs – the performance evaluation must be reviewed by the Coordinator for final evaluation.

Copy To: Human Resources and Supply Chain and Logistics Manager

**CONTRACT CARRIERS AGREEMENT 2018-2021**



## ATTACHMENT 5 – Current Standard Heavy Truck Driver Hours

Under Standard Hours, drivers can work for a maximum of 12 hours in any period of 24 hours with no more than 144 hours of work time in 14 days.

Unlike BFM and AFM, there are no accreditation requirements. An operator requiring more flexible hours should consider applying for BFM or AFM.

### Standard Hours – Solo Drivers

In any period of ....	A Driver must not work more than a total of ....	And must have at least.....
5 hours 30 minutes	5 hours 15 minutes	15 minutes continuous rest
8 hours	7 hours 30 minutes	30 minutes rest. In blocks of 15 continuous minutes
11 hours	10 hours	60 minutes rest. in blocks of 15 continuous minutes
24 hours	12 hours	7 continuous hours stationary* rest
7 days (168 hours)	72 hours	24 continuous hours stationary* rest
14 days (336 hours)	144 hours	4 night rests+ (includes 2 consecutive night rests)

### Definition

- \* Stationary rest is rest time that the driver spends out of the heavy vehicle or in an approved sleeper berth of a stationary regulated heavy vehicle.
- + A nights rest is 7 hours continuous rest taken between 10pm and 8am or 24 continuous hours stationary rest.



**ATTACHMENT 6 – Contract Carrier Daily Hire Time Sheet**

Owner/Driver Name

Truck Registration Number

Wollongong City Council Number

Date

Day

**ENGAGEMENT HOURS**

**Meal Break Taken**

Start Time	Break From	Break To	Finish Time
------------	------------	----------	-------------

**OVERTIME HOURS**

**Meal Break Taken**

Start Time	Break From	Break To	Finish Time
------------	------------	----------	-------------

**Total Hours Worked**

**JOB BREAK UP**

Work Order


**Total**


Hours

Job Site Induction Completed: **Name**

*Council Representative*

Authority – We certify that this timesheet is correct in every particular

Owner/Driver Signature 

Council Site Supervisor Signature 

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