

TRANSPORT INDUSTRY - GENERAL CARRIERS INTERIM CONTRACT DETERMINATION

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Part 1—Application and Operation

1. DEFINITIONS

1.1 In this Determination:

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

Additional Amount has the meaning attributed to it in Schedule C;

Carrying Capacity in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry;

Cartage Rate Schedule means a written schedule (which may be an electronic document) identifying:

- (a) the basis of calculation of the Cartage Rates (e.g. per hour, per km or some other basis);
- (b) the amount of remuneration to be paid to the Contract Carrier for the Cartage Work (e.g. \$100 per hour); and
- (c) the timing of the payment of remuneration (e.g. the day of the week on which remuneration will be paid and the pay period).

Cartage Work means work performed under a Contract of Carriage;

Work Distance means the distance necessarily travelled by a Contract Carrier in the course of performing a Contract of Carriage, counted from the moment of departure from the Starting Place to the completion of Cartage Work at the Finishing Place;

Work Time means the time during which a Contract Carrier is necessarily engaged performing a Contract of Carriage. To avoid doubt, Work Time includes all time during which the Contract Carrier is required by the Principal Contractor to be at their disposal and/or at their direction, but excluding time lost because of breakdowns or accidents and the time taken by the Contract Carrier for meal breaks.

Class of Vehicle means either a single axle drive prime mover or a bogie axle drive prime mover or, in the case of any other Vehicle, a Vehicle of a particular Carrying Capacity;

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

Contract Carrier has the meaning given to that expression by the Act;

Delegate means a Union delegate of Contract Carriers based at a terminal and includes a co-delegate;

Determination means this *Transport Industry – General Carriers Interim Contract Determination*;

Driver means a natural person operating the Contract Carrier's Vehicle who is approved in accordance with clause 11.6;

Finishing Place means:

- (a) the sites or depots where the Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Finishing Place must be reasonable in the circumstances;

IRC means the Industrial Relations Commission of New South Wales;

Misconduct means consuming alcohol immediately before, or while undertaking, work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor.

Nominated Contract Determination means a determination listed in Schedule F and any successor to those determinations;

Principal Contractor has the meaning given to that expression by the Act;

Regular Contract Carrier means a Contract Carrier who operates under a contract with a Principal Contractor and who is wholly or principally engaged by that Principal Contractor;

Specialised Vehicle means:

- (a) a rigid Vehicle with a tipping body;
- (b) an articulated Vehicle with a tipping trailer;
- (c) a Vehicle combination with a tipping trailer;
- (d) a rigid Vehicle with a tanker;
- (e) an articulated Vehicle with a tanker trailer;
- (f) a Vehicle combination with a tanker trailer;
- (g) a rigid or articulated Vehicle with a premixed concrete agitator;
- (h) a rigid, articulated or combination Vehicle that utilises a forklift or crane that is used to load and/or unload the Vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (i) a Vehicle with a trailer designed for the carrying of motor Vehicles; and

- (j) a Vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float),

save that a Specialised Vehicle does not include a Vehicle listed above if the Vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for;

Starting Place means:

- (a) the sites or depots where the Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Starting Place must be reasonable in the circumstances;

Union means the Transport Workers' Union of New South Wales; and

Vehicle means a Vehicle used by a Contract Carrier for the purpose of a Contract of Carriage.

2. APPLICATION

2.1 This Determination applies to all Contracts of Carriage other than Contracts of Carriage:

- (a) which are covered by one of the Nominated Contract Determinations; and/or
- (b) which are performed using a Specialised Vehicle.

2.2 This Determination takes effect on and from 2 July 2016 and remains in force for a period of one year.

3. SAVINGS CLAUSE

No Contract Carrier shall suffer a reduction in their terms and conditions of engagement because of the making of this Determination.

4. PROMOTION OF DETERMINATION

4.1 Within fourteen days of the commencement of this determination the Principal Contractor shall provide every Contract Carrier it currently engages a copy of this determination.

4.2 The Principal Contractor shall provide every new Contract Carrier it engages after this determination commences a copy of this determination within seven days of the engagement.

4.3 A Principal Contractor shall provide every Contract Carrier it engages a copy of any variation to this determination within fourteen days of the commencement of the variation.

4.4 The obligations in paragraphs 4.1 to 4.3 of this clause may be satisfied by providing an electronic copy of the instrument by email or other electronic means. A Principal Contractor may require, and the Contract Carrier shall provide, a current email address for that purpose.

- 4.5 Notwithstanding the terms of paragraphs 4.1-4.3 a Principal Contractor is not obliged to provide a copy of the documents more than once in any 12 months.
- 4.6 A Principal Contractor shall display a copy of the determination and any variations then in force at the Principal Contractor's workplace.

Part 2—Operational Matters

5. VEHICLES

5.1 Supply and Suitability

The Contract Carrier must supply a Vehicle, which must:

- (a) meet the Vehicle specification required by the Principal Contractor; and
- (b) be approved by the Principal Contractor prior to performing Cartage Work.

5.2 Registration

The Contract Carrier must at the Contract Carrier's own expense register their Vehicle.

5.3 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair their Vehicle at their own expense.

5.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Contract Carrier's Vehicle.

5.5 Cease Using Vehicle

- (a) Where a Principal Contractor has a reasonable concern that a Contract Carrier's Vehicle is not, or may not be, roadworthy to perform the Cartage Work, the Principal Contractor may:
 - (i) direct the Contract Carrier to stop using the Vehicle (or any part of it) pending:
 - A inspection and/or testing of the Vehicle; and/or
 - B where necessary, the carrying out of any repairs and/or maintenance.
- (b) The Principal Contractor must not take any steps under clause 5.5(a) until the Principal Contractor has put its reasonable concern to the Contract Carrier.
- (c) The Contract Carrier will not suffer any loss of remuneration where they are directed to stop using their Vehicle under this clause, and where the inspection and/or testing of the Vehicle proves that the Vehicle was roadworthy to perform the Cartage Work.

5.6 Inspections and Tests

The Contract Carrier must make the Vehicle available for inspection or testing as and when reasonably required by the Principal Contractor.

5.7 Communication and Related Technology

- (a) The Principal Contractor may supply the Contract Carrier with communication and related technology for use in the Contract Carrier's Vehicle.
- (b) Where such communication and/or related technology is supplied by the Principal Contractor:
 - (i) The Principal Contractor must install and maintain the communication and related technology required by the Principal Contractor and the Contract Carrier must operate it efficiently as directed by the Principal Contractor.
 - (ii) The Contract Carrier has full responsibility for the safe custody of the communication and related technology.
 - (iii) The Contract Carrier must:
 - A not add to, alter or modify the communication and related technology;
 - B indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction or loss of the communication and related technology;
 - C not pledge the credit of the Principal Contractor in respect of, or create any lien upon, the communication and related technology; and
 - D not without the prior written consent of the Principal Contractor use the communication and related technology for anything but the Cartage Work.
- (c) The Contract Carrier must stop using the communication and related technology (or any part of it) if the Principal Contractor so directs because in the Principal Contractor's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.
- (d) Immediately upon the ending or termination of any head contract under which the Contract Carrier performs the Cartage Work:
 - (i) the Contract Carrier must return the communication and related technology to the Principal Contractor in good order and condition, save for any fair wear and tear only; and
 - (ii) the Principal Contractor must make good any repairs to the Contract Carrier's Vehicle arising from the removal of the communication and related technology.

5.8 Vehicles

- (a) The Principal Contractor has the right to specify the age and the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.

- (b) If a Principal Contractor reasonably believes that the Vehicle of the Contract Carrier is not suitable for undertaking the required Cartage Work, the Principal Contractor has the right to require an upgrade (which may include the purchase of a new or newer Vehicle) of the Contract Carrier's Vehicle subject to provision of a period which is reasonable in the circumstances and any such direction to upgrade being set out in writing.
- (c) The Contract Carrier must not replace the Vehicle used to perform Cartage Work without the prior written consent of the Principal Contractor.

5.9 Painting and sign-writing

- (a) Unless otherwise agreed, a Principal Contractor may paint and/or sign-write the Contract Carrier's Vehicle in the Principal Contractor's colours at the Principal Contractor's expense (but not before the Contract Carrier has completed three months' continuous Cartage Work for the Principal Contractor).
- (b) In the case of a Contract Carrier ceasing to perform Work for the Principal Contractor, the Principal Contractor must bear the cost of reversing any painting and sign-writing and removing all equipment and signs supplied by the Principal Contractor and make good the affected areas of the Vehicle to the original specification.
- (c) A Principal Contractor must take, and a Contract Carrier must cooperate with, reasonable steps to minimise or avoid the loss of remuneration which would otherwise be suffered by the Contract Carrier because the Vehicle is being painted and/or sign-written at the request of the Principal Contractor, including by:
 - (i) providing the Contract Carrier with an alternative vehicle with which to perform work; and/or
 - (ii) by painting or sign-writing the Vehicle during a period in which the driver has previously arranged to take leave; and/or
 - (iii) by the Principal Contractor compensating the Contract Carrier for any loss of remuneration suffered

6. LOADING AND DELIVERY

6.1 Report at Starting Place and Time

The Contract Carrier must report available for the Cartage Work with the Vehicle at the Starting Place.

6.2 Checking of Load

After loading the Vehicle and before leaving the loading place, the Contract Carrier must:

- (a) ensure that the load is secured; and
- (b) immediately report to the Principal Contractor if the Contract Carrier believes that the goods do not comply with the specification on the delivery docket or exceeds the maximum legal payload for the Vehicle.

6.3 Delivery

Immediately after checking the load the Contract Carrier must deliver the goods to whatever addresses the Principal Contractor instructs using:

- (a) the route directed by the Principal Contractor; or
- (b) if no such direction is given, using the shortest practicable route.

6.4 Unloading

The Contract Carrier must:

- (a) use every reasonable effort at the delivery site to obtain:
 - (i) directions from the customer concerning the manner and position to unload the goods; and
 - (ii) from the customer the signatures required by the Principal Contractor; and
- (b) unload the goods at the delivery site in the manner and position reasonably directed by the customer.

6.5 Unsafe Unloading

If the unloading of the goods at any delivery site will place the Driver in a position of imminent risk to their health and safety, the Contract Carrier must immediately notify the Principal Contractor prior to unloading the goods and comply with any instructions given by the Principal Contractor concerning the unloading of the goods.

6.6 Return

After completing the deliveries, the Contract Carrier must report to whatever site (if any) the Principal Contractor instructs using the shortest practicable route from the final unloading site.

6.7 Custody

The Contract Carrier shall:

- (a) be responsible for the equipment and gear and for the safe loading of the Vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the Vehicle and/or the container loaded on the Vehicle;
- (b) in the case of pre-loaded Vehicles, be responsible for checking the load for safety and satisfactory method of loading; and
- (c) exercise all reasonable care and diligence in the carriage and safe keeping of the goods in charge.

7. FATIGUE MANAGEMENT AND HEAVY VEHICLE COMPLIANCE

7.1 Fatigue management and heavy vehicle compliance

Fatigue management and heavy vehicle compliance is principally regulated in NSW by the:

- (a) *Heavy Vehicle National Law*, and associated regulations;

- (b) *Work Health and Safety Act 2011 (NSW)*; and
- (c) *Transport Industry Mutual Responsibility Contract Determination*.

7.2 Taking of Fatigue Breaks

Each Contract Carrier must take fatigue breaks, without payment, as required by law.

8. UNIFORMS

8.1 Supply of Uniform

If the Driver of the Contract Carrier's Vehicle is required by the Principal Contractor to wear a special uniform when undertaking Cartage Work for the Principal Contractor, the uniform must be supplied by the Principal Contractor at no cost to the Contract Carrier.

8.2 Obligation to wear

Where a uniform is so provided, the Contract Carrier must ensure that it is worn by the Driver at all times while undertaking Cartage Work for the Principal Contractor.

8.3 Property

The uniform remains the property of the Principal Contractor.

8.4 Quantity

The Principal Contractor must provide a sufficient number of uniform articles to enable the Contract Carrier to wear a clean uniform at the start of each Cartage Working day.

8.5 Replacement

An item forming part of the uniform must be replaced by the Principal Contractor when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contract Carrier, the item must be repaired or replaced by the Contract Carrier at the Contract Carrier's cost.

9. LUNCH BREAK

9.1 Entitlement

Each Contract Carrier is entitled to and must take a 30 minute unpaid lunch break on each day Cartage Work is performed for a Principal Contractor for more than 4 hours provided that where it is safe and reasonably practicable to do so, the Contract Carrier must take the lunch break in conjunction with a fatigue break.

9.2 Reporting

A Contract Carrier who ceases Cartage Work for a lunch break in accordance with clause 9.1 must report that fact to the Principal Contractor.

10. ANNUAL LEAVE

10.1 Entitlement

A Regular Contract Carrier may take four weeks' annual leave without payment.

10.2 When the Entitlement Falls Due

The leave entitlement falls due each year on the anniversary of the commencement date of the first Contract of Carriage between the Contract Carrier and the Principal Contractor.

10.3 Period to Take Leave

Such leave is to be taken by the Contract Carrier within 6 months of the leave falling due (or within such extended time as the Contract Carrier and the Principal Contractor may agree) and at a time mutually convenient to the Contract Carrier and the Principal Contractor.

10.4 Utilisation of Vehicle

To avoid any doubt, and unless otherwise agreed between the parties, during any period of annual leave the Contract Carrier has no obligation to present their Vehicle to the Principal Contractor for Cartage Work.

10.5 Lapse of Entitlement

If the leave is not taken within the time provided for in this clause, the entitlement to the leave will lapse.

Part 3—Rights and Responsibilities

11. CONTRACT CARRIER OBLIGATIONS

11.1 Core Obligations

The Contract Carrier must perform the Cartage Work and do everything connected with it:

- (a) with due care and skill and in a proper, co-operative and professional manner;
- (b) safely, and in accordance with the Principal Contractor's safety requirements;
- (c) in accordance with the day to day operational directions given by the Principal Contractor;
- (d) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided by the Principal Contractor;
- (e) without jeopardising or damaging the Principal Contractor's business; and
- (f) in compliance with all relevant laws.

11.2 Compliance with Employment Laws

The Contract Carrier must comply with the provisions of any relevant employment law, including but not limited to laws concerning income tax, workers' compensation, superannuation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial tribunal.

11.3 Administration

The Contract Carrier must:

- (a) return to the Principal Contractor all delivery dockets, daily Cartage Work sheets or other records required by the Principal Contractor as and when required;
- (b) maintain up to date and accurate log books as required under any relevant law and/or by the Principal Contractor and make these available for inspection by the Principal Contractor on request;
- (c) ensure that the Driver maintains a system verifying Vehicle maintenance;
- (d) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in subparagraphs (b) and (c) above; and
- (e) ensure that a copy of the records in subparagraphs (b) , (c) and (d) are available for inspection at any time for audit purposes.

Notation: Any written material to be provided to the Principal Contractor in accordance with this clause must be appropriate and economical and designed to meet the requirements of this clause.

11.4 Medicals

- (a) The Contract Carrier must ensure that the Driver is at all times medically fit to perform the Cartage Work.

- (b) Where the Principal Contractor has a reasonable concern that the Driver is not medically fit to perform the Cartage Work, the Principal Contractor may require and direct the Driver to:
 - (i) furnish particulars and/or medical evidence affirming the Driver's fitness to undertake Cartage Work; and/or
 - (ii) on reasonable terms, attend a medical examination to confirm their fitness (such direction may include the choice of medical practitioner).
- (c) The Principal Contractor must not take any steps under clause 11.4(b) until the Principal Contractor has put its concerns to the Contract Carrier in writing.
- (d) If the Driver attends a medical practitioner directed by the Principal Contractor, the Principal Contractor will pay the medical fees associated with the attendance.
- (e) The Driver will not suffer any loss of remuneration as a result of being directed to attend a medical examination under this clause, unless the medical examination demonstrates that the Driver was not medically fit to perform the Cartage Work.

11.5 Alcohol and Other Drugs Polices and Programs

Where the Principal Contractor has in place a drug and alcohol policy and/or program, applying to its employees and contractors, the Contract Carrier must ensure that the Driver participates in any testing required by the policy and/or program.

11.6 No One Else to Drive Vehicle

The Contract Carrier must:

- (a) only use a Driver who is approved by the Principal Contractor, with such approval not being unreasonably withheld; and
- (b) make sure that no one except the approved Driver drives or otherwise operates the Vehicle for the Cartage Work.

11.7 Valid Driving License and Permits

The Contract Carrier must:

- (a) make sure that the approved Driver is at all times the holder of a current:
 - (i) valid driver's licence appropriately endorsed or issued in respect of their Vehicle; and
 - (ii) valid licence or permit of any other kind needed from time to time to perform the Cartage Work;
- (b) immediately notify the Principal Contractor if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such license or permit to the Principal Contractor upon request.

12. PRINCIPAL CONTRACTORS' OBLIGATIONS

The Principal Contractor must:

- (a) arrange whenever practicable for a representative of the Principal Contractor to attend accidents involving substantial load or equipment damage or personal injury;
- (b) advise Contract Carriers as early as possible of urgent or special delivery instructions arranged for particular work or particular goods;
- (c) where goods of a dangerous or hazardous nature are to be carried, notify the Contract Carrier of the nature of such goods and comply with all relevant requirements of the *Dangerous Goods (Road and Rail) Act*, accompanying Regulations and its related Codes of Practice;
- (d) pay the Contract Carrier any undisputed amount set out in a valid taxation invoice provided by the Contract Carrier, or generated for the Contract Carrier, for the Cartage Work performed, within 30 days of the date of receipt by the Principal Contractor of the invoice;
- (e) wherever the Contract Carrier is or is deemed to be for the purposes of the Workers Compensation Act a worker of the Principal Contractor, take out and maintain at all times a workers' compensation insurance policy in respect of the Contract Carrier;
- (f) comply with any laws affecting the Principal Contractor's Cartage Work including licensing, road transport, fatigue management and work health and safety laws; and
- (g) provide to each Contract Carrier a Cartage Rate Schedule prior to commencing to perform Cartage Work and whenever there is a change to the basis of calculation of the Cartage Rates and/or a change to the Cartage Rates.

13. TERMINATION

- (a) Where a Contract Carrier commits misconduct or is in breach of this determination he may be terminated summarily by the Principal Contractor. An inquiry, if requested, will be held thereafter within one normal work day by the Principal Contractor, delegate and, if available, a representative of the union.
- (b) Any other termination shall be on the basis of "last on-first off" for Contract Carriers operating vehicles of a particular class of vehicle.

14. INSURANCE

14.1 Insurances

Prior to commencing any Cartage Work, the Contract Carrier must obtain, and maintain current at all relevant times, the following insurances at the Contract Carrier's expense:

- (a) comprehensive and third party motor Vehicle insurance covering personal injury and property damage arising from the use of the Contract Carrier's Vehicle or other mobile equipment, including compliance with any statutory requirements, of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence;
- (b) property insurance covering the full replacement value of the Contract Carrier's Vehicle;

- (c) public and products liability insurance written on an occurrence basis covering the legal liability of the Contract Carrier and the Contract Carrier's employees and agents (the "Insured's") to any third parties for bodily injury and/or property damage arising from acts or omissions of the Insureds in the course of, or arising from, the performance of the Cartage Works by the Contract Carrier or on the Contract Carrier's behalf of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

14.2 Endorsements

The Contract Carrier must ensure that, in respect of the insurance policies taken out, they contain clauses, endorsements or stipulations as reasonably required by the Principal Contractor.

14.3 Co-Operation

The Contract Carrier must:

- (a) not do, or omit to do, anything which might vitiate, impair or derogate from the cover under any insurance policy or other cover or which might prejudice any claim under any policy or other cover; and
- (b) fully co-operate with the Principal Contractor in relation to a claim under the insurances.

14.4 Provision of Currency

The Contract Carrier must upon the Principal Contractor's request provide to the Principal Contractor certificates of currency evidencing the existence of the policies required to be effected under this clause and the certificates of currency must, as a minimum, show the insurer's name, policy number and policy expiry date.

14.5 Other Insurances

If the Principal Contractor requires a Contract Carrier to obtain an insurance other than the insurances set out in clause 14.1 or to obtain different levels of insurance cover, the Principal Contractor must reasonably compensate the Contract Carrier for the cost of that insurance.

15. ALLOCATION OF WORK AND ROSTERING

15.1 Allocation of Cartage Work

A Principal Contractor must allocate Cartage Work to Contract Carriers transparently, reasonably and lawfully.

15.2 Rostering

A Principal Contractor must roster Contract Carriers to perform work (including roosting on, return load and roosting off) transparently, reasonably and lawfully.

16. FLEET MIX CHANGE

16.1 Changing Fleet Mix - Mandatory Consultation

- (a) This clause applies where a Principal Contractor has made a definite decision to make a fleet mix change that is likely to have significant effects on Contract Carriers.
- (b) For a fleet mix change referred to in paragraph 16.1(a):
 - (i) the Principal Contractor must notify the relevant Contract Carriers of the decision to change the fleet mix; and
 - (ii) subclauses (c) to (h) apply.
- (c) The relevant Contract Carriers may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
 - (i) a relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation; and
 - (ii) the Contract Carrier or Contract Carriers advise the Principal Contractor of the identity of the representative;
 - (iii) the Principal Contractor must recognise the representative.
- (e) As soon as practicable after making its decision, the Principal Contractor must:
 - (i) discuss with the relevant Contract Carriers:
 - A the proposed change to the fleet mix; and
 - B the effect the change is likely to have on the Contract Carriers; and
 - C measures the Principal Contractor is taking to avert or mitigate the adverse effect of the change on the Contract Carriers; and
 - (ii) for the purposes of the discussion, provide in writing to the relevant Contract Carriers:
 - A all relevant information about the change including the nature of the change proposed; and
 - B information about the expected effects of the change on the Contract Carriers; and
 - C any other matters likely to affect the Contract Carriers.
- (f) However, the Principal Contractor is not required to disclose confidential or commercially sensitive information to the relevant Contract Carriers.
- (g) The Principal Contractor must give prompt and genuine consideration to matters raised about the change by the relevant Contract Carriers.
- (h) In this clause, a “fleet mix change” arises:
 - (i) when a Principal Contractor decides to introduce a new transport type into their fleet being one or more of the following transport types:

- A Contract Carriers; or
 - B Drivers employed by the Principal Contractor; or
 - C third party transport providers;
- (ii) when a Principal Contractor introduces into their fleet a new Vehicle configuration.

17. SELLING OF VEHICLES

No circumstances shall exist where a Vehicle is sold with Cartage Work.

18. SUPERVISION OF PERSONNEL

The Contract Carrier must ensure that each and all of its Drivers:

- (a) performs the Work and does everything connected with it as is required of the Contract Carrier by this Determination; and
- (b) does not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Determination.

Part 4—Rates of Remuneration

19. APPLICATION OF THIS PART

This Part 4—Rates of Remuneration, subject to paragraph (c), applies to:

- (a) Contracts of Carriage for the transportation of goods from one place to another place, both of which are within the County of Cumberland; and
- (b) Contracts of Carriage for the transportation of goods from one place to another place, where the second place is no more than 50 kilometres from the first place.
- (c) This part does not apply to:
 - (i) transportation of goods requiring refrigeration transported in refrigerated vehicles
 - (ii) transportation of cash transported in armoured vehicles
 - (iii) removal of furniture and effects from a place of residence to another place of residence or storage, and
 - (iv) transport of goods in the private pathology industry (where the Principal Contractor is principally engaged in the private pathology industry and the Contracts of Carriage are by rigid Vehicles of less than 2 tonnes).

20. RATES OF REMUNERATION

20.1 The Principal Contractor shall, subject to clause 21 and subject to any adjustments and deductions provided for in this Determination pay to a Contract Carrier for work commenced after the date of commencement of this Determination:

- (a) the rate of remuneration per kilometre in Schedule A being the running rate applicable to the Contract Carrier's Vehicle for the Work Distance; and
- (b) the rate of remuneration per hour in Schedule A at the standing hourly rate applicable to the Contract Carrier's Vehicle for the Work Time calculated to the nearest half hour; and
- (c) any additional rate prescribed by Schedule C.

20.2 The running rate applicable to the Contract Carrier's Vehicle and the hourly standing rate applicable to the Contract Carrier's Vehicle shall be that applicable to a vehicle of the specified age and specified class provided that:

- (a) If the Contract Carrier uses in the course of carrying out work for the Principal Contractor a Vehicle with a carrying capacity less than the specified carrying capacity, then the running rate and the hourly standing rate provided for in Schedule A applicable to a Vehicle with a carrying capacity of the Vehicle used by the Contract Carrier shall be payable.
- (b) If the Contract Carrier uses in the course of carrying out work for the Principal Contractor a Vehicle of a greater age than that specified by the Principal Contractor, then subject to clause 20.3 the running rate and the hourly standing rate provided

for in Schedule A applicable to a Vehicle of the age used by the Contract Carrier shall be payable.

- 20.3 If the vehicle of the Contract Carrier while the Contract Carrier has undertaken work for the Principal Contractor has been in accordance with the specified age but has ceased by effluxion of time to be in accordance with the specified age, then the Contract Carrier for a period after the Vehicle has ceased to be of the specified age either of twelve months or until the Contract Carrier replaces the Vehicle whichever is the less shall be entitled to receive remuneration as though the Vehicle was of the specified age. If the vehicle has not been replaced by the expiration of 12 months after the vehicle has ceased to be of the specified age, then if the Principal Contractor elects to continue to allocate work to the Contract Carrier, remuneration shall be paid to the Contract Carrier in accordance with the actual age of the vehicle.
- 20.4 The rates specified in this clause shall be applicable to the Vehicle of the Contract Carrier notwithstanding that the Contract Carrier uses a Vehicle with a carrying capacity which is greater than that specified by the Principal Contractor or a Vehicle of a less age than that provided for in the scale in Schedule A specified by the Principal Contractor.

21. ALTERNATIVE SYSTEMS OF REMUNERATION

- 21.1 A Principal Contractor may be exempted in whole or in part from clause 19, Remuneration, by way of application to the IRC to vary this Determination to enable a unit, hourly or other rates to be paid by the Principal Contractor to a Contract Carrier which will not result in the Contract Carrier, over a period not exceeding 13 weeks, receiving less remuneration than he would have received had he been paid the rates prescribed by the said clause 19. For the purposes of this clause, "unit, hourly or other rates" means rates related to the number of units or the quantity of goods carried by the Contract Carrier, to the hours worked by the contract carrier or the trips undertaken by the Contract Carrier, or by a combination of those factors or related to any other factor or combination of factors.

22. TOLLS & CHARGES

- 22.1 [THIS CLAUSE IS LEFT BLANK INTENTIONALLY]

Part 5—Miscellaneous

23. DISPUTES PROCEDURE

23.1 Application of Procedure

Any dispute that arises between a Contract Carrier and a Principal Contractor must be dealt with in accordance with this clause.

23.2 Appointment of Representative

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

23.3 Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

23.4 Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

23.5 Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (a) a Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (b) a Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:
 - (i) the Cartage Work is not safe; or
 - (ii) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or
 - (iii) the Cartage Work is not appropriate for the Contract Carrier to perform; or
 - (iv) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

24. UNION DELEGATES

24.1 Appointment

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

24.2 Opportunity to Meet

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of the Principal Contractor and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

24.3 Use of Notice Board

Accredited Union Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

25. RECORD KEEPING

25.1 Obligations

The Principal Contractor must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (a) any Cartage Rate Schedule;
- (b) start and finish times;
- (c) hours worked per day;
- (d) kilometres travelled per day;
- (e) Start and Finish Place;
- (f) remuneration paid;
- (g) a copy of any written contract entered into with the Contract Carrier;
- (h) all trip schedules and driver rosters;
- (i) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers;
- (j) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by the Principal Contractor; and
- (k) all breaches of fatigue management laws investigated by the Principal Contractor, the outcome and any remedial action taken.

25.2 Maintenance of Records

The Principal Contractor must maintain all the records arising from clause 25.1 for a period of seven years.

25.3 Contract Carrier to Assist

- (a) A Contract Carrier must do all things reasonably directed by the Principal Contractor to gather and record the information referred to in clause 25.1.
- (b) A Principal Contractor must not be liable for breach of this clause 25 because of the failure of a Contract Carrier to comply with clause (a).

26. LEAVE RESERVED

Leave is reserved to any party to this Determination to apply to vary the Determination in respect of:

- (a) its application to the transport of pre-fabricated construction materials to and from construction sites;

- (b) rates of remuneration and related matters; and
- (c) coverage of the Determination.

Schedule A—Rates of Remuneration

1. It is expressly noted that the rates of remuneration in Schedules A and D have taken into account, and include payment, for the following factors:
 - (a) Wages - based on the General Rate of pay for a Transport Worker Grade Three as per Table 1 Wages of Part B – Monetary Rates contained in the Transport Industry (State) Award.
 - (b) Overtime – in excess of 40 hours each week.
 - (c) Annual Leave.
 - (d) Long Service Leave.
 - (e) Public Holidays.
 - (f) Picnic Day.
 - (g) Sick Leave.
 - (h) Return on capital invested.
 - (i) Depreciation.
 - (j) Lease Costs.
 - (k) Registration and compulsory third party insurance.
 - (l) Comprehensive insurance.
 - (m) Public liability insurance.
 - (n) Personal accident insurance.
 - (o) Administrative overheads.
 - (p) Fuel.
 - (q) Oil.
 - (r) Tyres.
 - (s) Repairs and maintenance.
 - (t) Industry – specific allowances.
2. Where:
 - (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and

- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

3. If a carrier is:

- (a) ineligible to apply for the rebate pursuant to the scheme; or
- (b) has not been requested to apply for the rebate pursuant to the scheme; or
- (c) has become ineligible to claim a rebate pursuant to the scheme; or
- (d) the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

4. Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

5. TABLE ONE – VEHICLE RATES

Where the Commonwealth Government's fuel tax credit subsidy is applicable:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
<u>Carrying Capacity</u>	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes						
2 to 5 Tonnes	36.81	43.29	32.32	46.43	25.93	46.49
5 to 8 Tonnes	43.53	59.91	37.01	60.18	27.84	60.22
8 to 10 Tonnes	50.88	73.25	42.19	74.09	35.69	74.12
10 to 12 Tonnes	68.02	103.12	53.39	101.97	43.38	102.10
12 TO 14	88.21	129.63	66.70	129.58	52.33	129.73

Tonnes						
14 Tonnes +	98.33	153.84	73.54	152.48	56.12	152.66
Single Axle Prime Mover	71.24	139.95	55.78	140.59	45.52	140.71
Bogie Axle Prime Mover	101.04	161.07	75.50	160.95	57.51	161.12

6. TABLE TWO – VEHICLE RATES

Where the Commonwealth Government's fuel tax credit subsidy does not apply:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
<u>Carrying Capacity</u>	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	32.54	42.56	28.10	43.09		
2 to 5 Tonnes	36.81	49.00	32.28	49.08	25.93	49.14
5 to 8 Tonnes	43.53	63.08	36.96	63.53	27.84	60.21
8 to 10 Tonnes	50.88	76.64	42.12	77.97	35.69	74.25
10 to 12 Tonnes	68.02	108.71	53.32	106.61	43.38	102.56
12 to 14 Tonnes	88.21	136.28	66.60	136.50	52.33	129.78
14 Tonnes +	98.33	162.38	73.43	160.21	56.12	152.96
Single Axle Prime Mover	71.25	147.36	55.71	148.36	45.52	140.72
Bogie Axle Prime Mover	101.04	169.54	75.40	169.36	57.51	161.32

Schedule B—Procedure and Time for Adjustment of Rates

1. The rates prescribed in Schedules A and D together with the additional amounts in Schedule C shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
2. The Union shall make application to the IRC for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
3. The parties to this Determination shall confer with a view to reaching agreement on the variation. In the default of agreement the rates and amounts shall be determined by the Industrial Relations Commission of New South Wales.
4. The first adjustment shall operate from 1 July 1984.
5. The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
6. The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
7. Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
8. If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
9. The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Wage Factor Sick Leave	Adjust according to the actual percentage change in the General Rate of pay for a Transport Worker Grade Three as per Table 1, Wages of Part B – Monetary Rates contained in the Transport Industry (State) Award.
2. Return on Capital Depreciation Lease Cost	Adjust by the average percentage change in the price of the following vehicles: (i) Freightliner CL 112 450HP (ii) Isuzu FTR 900 MWB (iii) Holden Colorado Ute 2dr Man 5sp CC

	or a comparable vehicle replacing any of these vehicles as determined by "The Red Book"
3. Registration and C.T.P.	Adjust by the Average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles)
4. Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
5. Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney (All Groups).
6. Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel, excluding GST.
7. Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
8. Repairs and Maintenance	<p>The Adjustment shall be based upon the following index:</p> <p>Labour: 67</p> <p>Parts: 33</p> <p>Total: 100</p> <p>"Labour" is adjusted according to the percentage increase in a Mechanics wage under the Metal, Engineering and Associated Industries (State) Award.</p> <p>"Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.</p>

10. The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
11. The additional amounts in **Schedule C – Additional Amounts**, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
12. **Cost Recovery for variations in the Price of fuel:**
 - (a) the parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.

- (b) notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
- (i) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
 - (ii) subject to paragraphs (iii) and (iv) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (iii) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
 - (iv) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
- (c) the parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (b) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
- (d) the fuel index, reflecting the rate as at 21 September 2014, is 154.8 cents per litre. This index is exclusive of GST.

Schedule C—Additional Amounts

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$19.75 per day
Dual Axle	\$25.89 per day
Tri Axle	\$31.85 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$4.01 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.01 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity: \$4.80 per day

Up to and including 6,000 lbs. capacity: \$6.57 per day.

Side-Loading Devices:

\$21.18 per day

Schedule D—Waterfront and Container Depots

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination, provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twist lock Allowance of Schedule C, Additional Amounts, of this Contract Determination.
2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

(a) Where:

- (i) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (ii) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (iii) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

(b) If a carrier is:

- (i) ineligible to apply for the rebate pursuant to the scheme; or
- (ii) has not been requested to apply for the rebate pursuant to the scheme; or
- (iii) has become ineligible to claim a rebate pursuant to the scheme; or
- (iv) the scheme is abolished

then the principal contractor shall the pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification of the performance of that contract of carriage.

(c) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	47.27	47.87
Not less than 10 and not greater than 12 tonnes	57.61	58.33
Not less than 12 and not greater than 14 tonnes	69.11	70.15

Not less than 14 tonnes	76.18	77.39
Single Axle Prime Mover	65.26	66.45
Bogie Axle Prime Mover	78.45	79.77

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule A, Vehicle Rates, appearing in Schedule A, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

40 ft Skel trailer	\$52.20 per day
40 ft General Purpose trailer	\$52.20 per day
Dog or Pig trailer	\$39.07 per day
Pup trailer	\$26.10 per day
20 ft Skel trailer	\$46.99 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

40 ft trailer	\$2.73 per hour
Dog/Pig trailer	\$5.35 per hour
Pup trailer	\$3.94 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.

7. Clause 3, Savings clause, of this this Determination shall apply to the above rates and conditions.

SCHEDULE E—Exemption from Compliance with Provisions of clause 20

The following Companies and/or entities, each being principal contractors as defined in this contract determination, are exempted from the whole of the provisions of clause 20—Rates of Remuneration, on and from the date shown adjacent to the name:

Name of Company/Entity	Date of Effect of Exemption
Owens Transport Pty Limited	10 March 1994

Provided that the rates paid by the principal contractor to a contract carrier meet the minima prescribed by clause 17 regarding average remuneration that would otherwise have been received under the determination over a period not exceeding thirteen weeks.

Schedule F— Nominated Contract Determinations

The Nominated Contract Determinations are:

1. Transport Industry - Car Carriers (N.S.W.) Contract Determination;
2. Transport Industry - Concrete Haulage Contract Determination;
3. Transport Industry - Excavated Materials Contract Determination;
4. Transport Industry - Quarried Materials Contract Determination;
5. Transport Industry - Waste Collection and Recycling Contract Determination;
6. Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination;
7. Transport Industry - Courier and Taxi Truck Contract Determination;
8. Transport Industry - Concrete Haulage - Mini Trucks Contract Determination;
9. Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination;
10. Boral Transport Limited Haulier Contract Determination;
11. CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination;
12. Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination;
13. Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination;
14. Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination;
15. Australian Liquor Marketers Pty Limited Carriers Contract Determination;
16. Boral Country - Concrete and Quarries Contract Determination;
17. Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination;
18. Transport Industry - Metromix Concrete Haulage Contract Determination;
19. Transport Industry - Allied Express TWU Interim Contract Determination;
20. Couriers Please Pty Ltd Contract Determination;
21. Transport Industry - Mayne Logistics Contract Determination;
22. Transport Industry - Penrith City Council Contract Determination;
23. Boral GST Protocol (Facilitation and Compliance) Contract Determination;
24. TNT Domestic & International Express Ancillary Contract Determination, The;
25. Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination;
26. Superior Premix Contract Determination No. 2;
27. Superior Premix Contract Determination - Blacktown City Council Project;
28. Transport Industry - General Carriers (The Smith Family) Contract Determination;
29. Boral Transport Limited Quarried Materials Minimum Load Contract Determination; and
30. Monier Roofing Limited and Reliance Roof Tiles Pty Ltd Contract Determination.