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**SERIAL C6555**

**CEVA LOGISTICS (AUSTRALIA) PTY LTD (NSW VEHICLE LOGISTICS LOCAL FLEET) CONTRACT DETERMINATION**

Schedule of Contract Determination Published on 30.5.2008 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Contract Determination	C6555	30.5.2008	First full pay period on or after 6.5.2008	365	1620



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## CONTRACT DETERMINATION

### 1. Title

This Contract Determination shall be known as CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination.



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## 2. Parties

The parties to this Contract Determination shall be:

- 2.1 CEVA Logistics (Australia) Pty Ltd ("CEVA").
- 2.2 Transport Workers' Union of Australia, New South Wales Branch ("TWU").

### 3. Application

- 3.1 This Contract Determination shall apply to the car carrying operations of CEVA and shall be read in conjunction with the terms of the Transport Industry - Car Carriers (NSW) Contract Determination save and except for those matters dealt within this Contract Determination.
- 3.2 Where the terms of this Contract Determination and the terms of the Transport Industry General Carriers Contract Determination are in conflict, the terms of this Contract Determination shall prevail.

#### **4. Local Work, Short Loads, Split Loads**

- 4.1 Full loads, split loads, part loads and part split loads will be paid full load zone rate only. All zones will be calculated using the combined mileage not combined zones. All loads with a maximum of 2 drops or pick-ups (ramps down maximum on times) will be paid full load zone rate (using total mileage). Running time will not be an option.
- 4.2 Part loads offered to contract carriers for pickup or delivery, which can conveniently be carried out by the contract carrier in the course of his/her journey to or from his/her place of residence will be paid at the rate per car delivered. The contract carrier shall not be obliged to accept these loads.
- 4.3 If a contract carrier travels 4 or more zones to his/her next point of pick-up and is allocated a load to Zone 1, then the contract carrier will be paid a full load rate of Zone 2. Running time will not be an option. Where the load allocated is greater than Zone 1, the applicable zone rate applies.

NOTE: Payment for work performed pursuant to subclause 4.1, 4.2 or 4.3 shall be in accordance with Schedule 1 of the Transport Industry - Car Carriers (NSW) Contract Determination.

#### **5. Local Work - Saturday (Excluding Wharf & Associated Dealer Deliveries)**

For local work performed on Saturdays CEVA shall pay contract carriers the applicable zone rate per load. Contract carriers are entitled to claim running time if the value of the hours worked in running time exceeds the value of the accumulated zone rates. Running time will be calculated from the time the first vehicle is collected to the time the carrier returns to his/her place of residence. Running time will not apply for wharf work and associated dealer deliveries ex compounds where wharf vehicles are being delivered.

## **6. Futile Loads**

A contract carrier shall be paid the applicable zone rate from the point of pick-up where a load was not available to next place of pick-up. Where one car only of a load of 2 or more cars is not available, the contract carrier will be paid the zone rate he would have received if the vehicle had been available.

## 7. Pay Queries

Contract carriers must submit all pay queries within 3 months of payment. CEVA shall process pay queries within 2 weeks of receipt.

NOTE: If pay queries are older than 3 months they will take a lot longer to process.



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## 8. Special Jobs at After Hours Rates

NOTE: Normal dealer, compound and wharf pick-ups and deliveries do not receive after hours rates unless they are special jobs, e.g., AFS, Callout, Motorshow.

### 8.1 After Hours Rates

After hours rates apply between the hours of 6.30 pm and 5 am (excluding wharf work and associated dealer deliveries). Loads started prior to 6.30 pm will be paid at normal zone rate. Loads started prior to 5 am will be paid at the after hours rate. Contract carriers will be paid at after hours rates from 1 hour prior to requested start time until 1 hour after final delivery.

### 8.2 AFS Work

Contract carriers will be paid zone rate per load, standing rate for waiting time spent on the job and running time for time spent working on the job (e.g., washing cars). AFS work will be paid at normal standing or running time between the hours of 5 am and 6.30 pm, any work outside these hours will be paid at after hours rate and paid a minimum of 4 hours. Public holidays and Sundays are paid at after hours rates.

### 8.3 Callout

Contract carriers called out for special jobs out of hours will be paid at after hours rate from the time he/she leaves his/her place of residence until he/she returns to his/her place of residence. This condition applies to contract carriers working in the metropolitan area.

### 8.4 Motor Shows (Move-out)

If motor show move-out is performed after hours, the contract carrier will be paid after hours rate from 1 hour prior to requested start time until 1 hour after final delivery.

### **9. New Equipment/Driver Protocol**

Where new equipment or fleet capacity is to be increased, CEVA agrees to the following processes:

- 9.1 Advise delegates of intended change.
- 9.2 Requests for expressions of interest to be sent to all existing fleet members, with a defined date of response nominated.
- 9.3 Upon receipt of expressions of interest the contract carriers seniority will be assessed. This assessment will be based on the number of years that the operator has been in his existing equipment, regardless of capacity. The driver with the highest number of years in existing equipment will have seniority.
- 9.4 Allocation will firstly be to existing contract carriers that are carriers who operate their own equipment. Such carriers must intend replacing existing equipment and if successful will be given a period of 2 months to sell existing equipment prior to taking up this option.
- 9.5 At the expiry of the 2 month period detailed above, should the sale of the existing equipment not be concluded, the next most senior contract carrier will have the same condition applied as per point 4 above.
- 9.6 If contract carriers are unsuccessful in meeting the criteria above then the equipment will be offered to existing fleet owners.
- 9.7 If existing fleet owners are unsuccessful CEVA will advertise externally.
- 9.8 CEVA will not be obliged to appoint an applicant who is clearly unsuitable or inappropriate to use the new equipment. Such a person shall be advised of CEVA's position and the reasons why upon receipt of his or her expression of intent. If any dispute arises it shall be dealt with under the disputes grievance procedure including ultimate referral to the Industrial Relations Commission.

## 10. Vehicle Sale Procedure

### 10.1 Purpose

The purpose of this clause is to identify a procedure whereby CEVA manages Vehicle Logistics Contract Carrier vehicle sales, in particular the process for selling vehicles within the fleet.

### 10.2 Scope

This procedure covers all NSW based Local fleet Contract Carriers that were engaged prior to 1st March 2008 and the sale process relative to that Contract Carrier selling their vehicle, and in addition covers all NSW based Local Fleet Contract Carriers that purchase a vehicle after 1st March 2008 and the sale process relative to those Contract Carrier selling their vehicle.

### 10.3 Definitions

In this clause, the following definitions shall apply:

- "Existing Contract Carrier" shall mean a Contract Carrier engaged by CEVA to perform contracts of carriage prior to 1st March 2008.
- "Buyer" or "Prospective Buyer" shall mean a person or business that has an interest in purchasing a Contract Carrier's vehicle.
- "New Contract Carrier" shall mean a Contract Carrier engaged by CEVA to perform contracts of carriage after 1st March 2008.
- "Grandfathered Contract Carrier" shall mean an Existing Contract Carrier who is governed by the Existing Vehicle Sale Procedure.
- "Vehicle Sale Procedure" shall mean the procedure set at 10.4.2 below.
- "Existing Vehicle Sale Procedure" shall mean the procedure set at 10.4.1 below.

### 10.4 Procedure

#### 10.4.1 Existing Vehicle Sale Procedure

- (a) The Existing Contract Carrier shall provide notice to CEVA management of the intention to sell the vehicle regardless of in the fleet or not.
- (b) The Existing Contract Carrier may advertise the proposed vehicle either internally or externally.
- (c) If the Existing Contract Carrier finds a prospective buyer, the Existing Contract Carrier and prospective buyer will undertake a due diligence on the Existing Contract Carrier's books/accounts.
- (d) The prospective buyer is then introduced to CEVA management.
- (e) CEVA management shall advise the prospective buyer of its internal process's to enter the fleet.
- (f) If and when the results from item (e) set out immediately above come back positive, then CEVA management will undertake due diligence on the prospective buyer.
- (g) CEVA management shall advise the approval for sale transaction (or not, if such the case).
- (h) Assuming an approval for sale the prospective buyer is advised of their satisfactory application and commences training with the Existing Contract Carrier. This will be a minimum 2 week program.

#### 10.4.2 Vehicle Sale Procedure - For vehicle purchases post 1st March 2008

- (a) The Existing Contract Carrier that was engaged by CEVA to perform contracts of carriage prior to 1st March 2008 will be "grandfathered".
- (b) The Grandfathered Contract Carrier will be able to sell their vehicle in the fleet, in line with the Existing Vehicle Sale Procedure.
- (c) A New Contract Carrier provides in writing notice to CEVA Management of the intention to sell the vehicle, prior to any advertising.
- (d) A New Contract Carrier may then advertise the proposed sale either internally or externally or both.
- (e) If the New Contract Carrier finds a prospective buyer, the New Contract Carrier and prospective buyer will undertake a due diligence on the New Contract Carriers's books/accounts.
- (f) The prospective buyer is introduced to CEVA management.
- (g) CEVA Management shall advise the prospective buyer of its internal processes to enter the fleet, including but not limited to; information pack, statutory declaration, medical check, probity checks etc.
- (h) If and when the results from item (g) set out immediately above come back positive, then CEVA management will undertake due diligence on the prospective buyer.
- (i) CEVA management advise the approval for sale transaction (or not, if such the case).
- (j) Assuming an approval for sale the prospective buyer is advised of their satisfactory application and commences training with the New Contract Carrier. This will be a minimum 2 week program.
- (k) The buyer of the vehicle being sold by a Existing (or Grandfathered) Contract Carrier will be advised of this Vehicle Sale Procedure and CEVA's right to include conditions of sale if/when that buyer decides to sell the vehicle in the fleet.
- (l) In line with item (k) immediately set out above, conditions of sale will include where a vehicle is 10 years old or more, then CEVA will advise the prospective buyer in writing of the requirement to replace the vehicle with a brand new vehicle, or a vehicle acceptable to the principal contractor, and will be given 12 months from date of notice to commence this vehicle in operation within the fleet.
- (m) If the buyer as per item (k) set out above is by definition a "grandfathered" or Existing Contract Carrier, this Vehicle Sale Procedure (clause 10.4.2) still applies and the Existing Vehicle Sale Procedure (clause 10.4.1).

#### 10.5 Other Conditions

CEVA Management has the right to reject a prospective buyer at points, 10.4.1 (e), 10.4.1 (f), 10.4.2 (g) and 10.4.2 (h) of the above processes. In this case CEVA Management will advise the prospective buyer of the reason for rejection in line with Company Policy and Privacy Act requirements.

#### 10.6 Example

The "grandfathered" Contract Carrier can sell their vehicle as per Existing Vehicle Sale Process 10.4.1.

That prospective buyer will be advised by CEVA Management that, if they intend on selling the vehicle in the fleet then any prospective buyer will be advised of the requirement to replace the vehicle as per Vehicle Sale Process 10.4.2.

## **11. Term**

This contract determination rescinds and replaces the TNT Logistics (Australia) Pty Ltd (NSW Local Fleet) Contract Determination made on 13 February 2003.

This contract determination shall take effect from the beginning of the first pay period to commence on or after 6 May 2008 shall have a nominal term of one year.