

(2018)

TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK
(SUPERANNUATION) CONTRACT DETERMINATION



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DETERMINATION

Arrangement

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PART A

1. Definitions

1.1 In this Contract Determination, unless otherwise required by the context:

“**Act**” means the *Industrial Relations Act 1996*.

“**Address of the Trustee**” means in the case of the TWU Superannuation Fund:

C/- TWU Nominees Pty Ltd
GPO Box 4207
SYDNEY NSW 2001

“**Trustee**” means the Trustee of the Fund.

“**The Fund**” means the TWU Superannuation Fund established by Trust Deed and Articles on 4 October 1984 or an alternative complying fund nominated by the contract driver and agreed to by the principal contractor.

Furthermore, such an alternative fund must be in place no later than eight (8) weeks after the commencement of this Determination.

Where there are no alternative fund arrangements in place eight (8) weeks after the commencement of this Determination, the Fund shall be the TWU Superannuation Fund.

In addition to the above, the rights conferred by Section 124 of the *Industrial Relations Act 1996* shall apply.

“**Parent Determination**” means the Transport Industry — Courier and Taxi Truck Contract Determination published 23 April 1999 (309 I.G. 81), as varied, or any determination rescinding, replacing or succeeding that determination.

“**Union**” means the Transport Workers’ Union of Australia, New South Wales Branch.

“**Work**” means the performance of a contract of carriage by a contract carrier pursuant to the Parent Determination or by bicycle.

1.2 Words importing the singular number shall include the plural number and vice versa.

1.3 Words importing the masculine gender shall include the female gender and words importing persons shall include corporations.

2. Locality, Area and Incidence

2.1 This Contract Determination shall operate in respect of :

- 2.1.1 all contracts of carriage falling within the class of contracts of carriage governed by clause 2, Class of Contract of Carriage, Locality, Area, Incidence and Duration, of the Parent Determination.; and
- 2.1.2 all contracts of carriage by the use of bicycle from one place to another place, both of which are within the locality referred to in subclause 2.1 of the Parent Determination.

3. Operation

3.1 This Determination shall apply concurrently with the relevant determination that applies to the work done by contract carriers, as a matter of law.

3.2 Without limiting the generality of subclause 3.1, the rights accruing to contract carriers pursuant to this Determination shall accrue in addition to any safety net entitlements accruing pursuant to:

- the Parent Determination; or
- any Determination applicable to contracts of carriage undertaken by bicycles.

3.3 The rights accruing to contract carriers pursuant to this Determination shall also accrue in addition to any rights accruing pursuant to any agreement made in accordance with Section 322 of the Act related to work performed within the meaning of clause 2, Class of Contract of Carriage, Area, Incidence and Duration, of the Parent Determination. Provided that, where such agreement provides for the making of occupational superannuation contributions, those contributions may be absorbed against the amounts provided for in this Determination.

3.4 Any superannuation contributions made by a principal contractor to contract carriers in accordance with an arrangement in place at the commencement of the operation of this Determination may be absorbed against the amounts provided for in this Determination.

4. Contribution

4.1 For each hour (or part thereof calculated to the next quarter of an hour) that a contract carrier performs work within the Locality, Area and Incidence, of this Determination, the principal contractor shall make a contribution on behalf of the contract carrier into the Fund as follows:

4.1.1 The amount prescribed in Part B of this Determination applicable to the class of vehicle of the contract carrier to perform work as set out below:

- bicycles and motorcycles: the amount specified in Item 1 of Part B;
- motor cars, vans, utilities, trucks and other rigid vehicles up to three tonne carrying capacity: the amount specified in Item 2 of Part B;
- motor cars, vans, utilities, trucks and other rigid vehicles of over three tonne carrying capacity: the amount specified in Item 3 of Part B.

4.1.2 Where a contract carrier is engaged to perform “Exclusive Hire” work as defined in clause 1, Definitions, of the Parent Determination, the time for which the contribution is made shall equal the total time a courier is engaged on “Exclusive Hire.” In all other cases, the time for which the contribution is made shall equal the daily safety net hours as calculated in accordance with subclause 12.2 (b), Safety Net, of the Parent Determination.

4.1.3 Where a principal contractor does not keep the records required by clause 10 of the Parent Determination necessary to calculate the time a carrier is engaged on any day by the principal contractor, the contribution to be made by the principal contractor shall equal ten hours engagement for each day a carrier is engaged at the rate prescribed in Part B for the appropriate class of vehicle.

4.1.4 Notwithstanding the provisions of subclause 4.1.2 and 4.1.3, the maximum weekly contribution to be made by the principal contractor for each contract carrier shall be limited to the hourly rate prescribed in Part B for the appropriate class of vehicle multiplied by 50. For example, the maximum weekly contribution for a contract carrier with a motor vehicle of less than 3 tonne carrying capacity shall be $\$0.76 \times 50 = \38.00 .

4.2 The contributions shall be paid into the Fund membership account of the natural person who performs the driving and riding duties pursuant to the contract of carriage between the principal contractor and the contract carrier. In the case of:

4.2.1 a sole trader such person shall be the sole trader;

4.2.2 a partnership such person shall be a partner;

4.2.3 a body corporate such person shall be either:

- a director of the body corporate; or
- a member of the family of a director of the body corporate; or
- a person who, together with the members of his or her family, has a controlling interest in the body corporate; or
- a member of the family of a person who, together with members of his or her family, has a controlling interest in the body corporate.

4.3 The principal contractor shall pay any contribution specified by this clause at the end of each calendar month to the Trustee of the Fund.

- 4.4 The principal contractor is only required to make the contributions referred to in subclause 4.1 after:
- 4.4.1 the natural person referred to in subclause 4.2 has completed an application form to become a member of the Fund; and
 - 4.4.2 the natural person has been accepted as a member of the Fund and the principal contractor has been notified of such by the Fund.
- 4.5 Once the conditions set by subclause 4.4 have been established, the principal contractor shall make contributions pursuant to subclause 4.1 back-dated to either:
- the date on which a contract carrier first performed a contract of carriage for the principal contractor within the Locality, Area and Incidence, of this Determination; or
 - the date of commencement of this Determination.

whichever is the later in time.

5. Determination of Fund Application Form to be given to Contract Carriers

5.1 A principal contractor shall give each and every carrier engaged by the principal contractor, a copy of this Determination together with an application form to become a member of the Fund, within seven days of the commencement of the Determination.

5.2 Following the commencement of this Determination each additional contract carrier engaged by a principal contractor shall be given a copy of this Determination, as varied from time to time, together with an application form to become a member of the Fund no later than the day that contract carrier first performs for the principal contractor.

5.3 The principal contractor shall advise each carrier engaged that the contract carrier must be a member of the Fund before the principal contractor is required to make superannuation contributions to the Fund on behalf of the contract carrier and that the application must be completed for the contract carrier to become a member of the Fund.

5.4 A principal contractor shall give each and every contract carrier engaged, a copy of any variation to this Determination, within seven days of the commencement of the variation.

6. Commencement

This Determination shall take effect from the beginning of the first pay period to commence on or after 31 January 2000 and shall remain in force thereafter for a period of one year (12 months).

PART B**Table 1 — Hourly Contributions**

| Item No. (Clause 4.1) | Description | Amount per hour or part thereof to the next quarter of an hour \$ |
|----------------------------------|--|--|
| 1. | Bicycles and Motor cycles | 0.73 |
| 2. | Motor cars, vans, utilities, trucks and other rigid vehicles up to three tonne carrying capacity | 0.76 |
| 3. | Motor cars, vans, utilities , trucks and other rigid vehicles over three tonne carrying capacity | 0.78 |