

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

Schedule of Contract Determination published on 11.7.2008 and subsequent Variations incorporated

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7, 8, Schedule 1 & 2	C7164	30.10.2009	First full pay period on or after 13.8.2009	369	650
7, 8, Schedule 1 & 2	C7331	26.2.2010	From 25.2.2010	369	1685
Correction to C7331	C7544	25.3.2011		371	489
7, 8, Schedule 1 & 2	C7548	25.3.2011	First full pay period on or after 23.3.2011	371	498
7, 8, Schedule 1 & 2	C7966	27.7.2012	First full pay period on or after 14.6.2012	373	486
7, 8, Schedule 1 & 2	C8174	28.2.2014	First full pay period on or after 13.5.2015	375	1272
7, 8, Schedule 1 & 2	C8350	8.5.2015	First full pay period on or after 16.7.2015	377	744
7, 8, Schedule 1 & 2	C8542	24.6.2016	First full pay period on or after 16.9.2016	379	960
Schedule 1.(vii), Tables A, B, C, D, E, and F, Schedule 2.	C8831	28.11.2018	First full pay period on or after 5 June 2018	383	1076

DETERMINATION

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Class of Contract of Carriage, Locality and Duration
3.	The Contract Carrier
4.	General Conditions
5.	Daily Working Instructions
6.	Other Conditions
7.	Other Conditions
8.	Conditions (Rates of Remuneration)
9.	Leave Reserved

SCHEDULE 1

Rates of Remuneration

SCHEDULE 2

Procedure and Time for Adjustment of Rates and Amounts

1. Definitions

In this contract determination unless the subject matter or context otherwise indicates or requires:

"Approved Driver" means the Contract Carrier when the Contract Carrier is an individual person; a partner nominated by the partnership to the Principal Contractor when the Contract Carrier is a partnership; and a person referred to in section 3 09(1) of the Act nominated by the corporation to the Principal Contractor when the Contractor Carrier is a corporation.

"Car" means car, utility and commercial motor vehicle.

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

"Contract Carrier" means a carrier who enters into contracts of carriage.

"Delegate" means union delegate of Contract Carriers based at a terminal and includes co-delegate.

"Intrastate Work" means work which is not local work.

"Local Work" means work involving the transportation of a car to and from places both of which are within the area of a circle of a radius of 50 kilometres the centre of which is the terminal of the Principal Contractor at which the Contract Carrier is based.

"Misconduct" means consuming alcohol 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.

"Retrenchment" in its application to a Contract Carrier means a termination of a Contract Carrier because of the lack of sufficient work available to the Principal Contractor (having regard to the aggregate number of Contract Carriers with whom he has contracts of carriage and Contract Carriers with whom he regularly enters into contracts of carriage) to keep the Contract Carriers adequately engaged with work.

"Standing Time Rate" means the standing time rate specified in Schedule 1 for a vehicle of the carrying capacity of the Contract Carrier's vehicle.

"Suspension" in its application to a Contract Carrier means that the Principal Contractor ceases for a period of time determined by the Principal Contractor to enter into contracts of carriage with the Contract Carrier and to allocate work to the Contract Carrier under any current contract of carriage; and "suspended" has a corresponding meaning.

"Termination" in its application to a Contract Carrier means that the Principal Contractor ceases to enter into contracts of carriage with the Contract Carrier and ceases to allocate work to the Contract Carrier under any current contract of carriage; and "terminated" has a corresponding meaning.

"The Act" means the *Industrial Relations Act, 1996*.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch.

"Vehicle" means a vehicle used by a Contract Carrier for the purpose of a contract of carriage.

"Work" means the transportation of cars by a Contract Carrier under a contract of carriage with a Principal Contractor. Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. Words importing the masculine gender shall include females and words importing persons shall include corporations.

2. Class of Contract of Carriage, Locality and Duration

- (i) This contract determination shall operate in respect of contracts of carriage being contracts for the transportation of cars within New South Wales by the use of equipment designed or modified for that purpose, but excluding contracts of carriage being contracts for the transportation of cars to or from a place outside New South Wales, and excluding operators licensed under the Tow Truck Act 1989.
- (ii) This determination shall be binding on all Principal Contractors and Contract Carriers parties to contracts of carriage of the class to which this determination relates.
- (iii) This determination rescinds and replaces the Transport Industry - Car Carriers (N.S.W.) Contract Determination published 22 December 2000 (321 I.G. 264) as varied. This determination shall take effect on and from 23 May 2008 and shall remain in force for a period of twelve months thereafter.
- (iv) Leave is reserved to the parties to apply to vary the rates in Schedule 1, Rates of Remuneration, and the amounts in clauses 7(i) and 7(viii)(c) at the times and in accordance with the provisions specified in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts. Leave is reserved to the parties to apply to insert conditions which relate to the sale of the vehicle. Leave is reserved to the union to apply in respect of down time caused by breakdown of the equipment supplied by the Principal Contractor.

3. The Contract Carrier

- (i) shall comply with all Acts, Ordinances, Regulations and By-laws relating to the registration, third party insurance and general operation of the vehicle within New South Wales;
- (ii) shall carry such cars as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require;
- (iii) shall be responsible for the safe loading of the vehicle and the securing and proper weather-protection of the load, provided that such is facilitated by the equipment supplied by the Principal Contractor;
- (iv) shall exercise all reasonable care and diligence in the carriage and safe-keeping of the cars in his care;
- (v) shall hold at all times and on request produce for the inspection of the Principal Contractor a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Contract Carrier's vehicle and immediately notify the Principal Contractor if the licence is suspended or cancelled;
- (vi) shall supply at the request of the Principal Contractor notice of any encumbrances, liens or bills of sales affecting the Prime Mover of the Contract Carrier;
- (vii) shall not have any lien over the cars carried by him; and
- (viii) shall, if the Contract Carrier is not the driver of the vehicle, ensure that the driver complies with those provisions of the determination which are appropriate to be complied with by the driver.

4. General Conditions

- (i)
- (a) The Principal Contractor shall obtain and maintain adequate insurance cover against the liability of himself and the Contract Carrier for loss or damage to cars being carried. Such insurance cover shall be for an amount adequate to cover the value of the load to be carried. A copy of the policy shall be made available for inspection by the Contract Carrier. The cover by agreement of the insurance company shall exclude the insurer's right of subrogation provided however that the Contract Carrier shall be responsible at all times for the goods in his care, custody and control and it is a condition precedent to this insurance cover that the Contract Carrier shall exercise all reasonable care in the transport of and the safety of the goods the subject of the contract of carriage.
 - (b) The Contract Carrier shall obtain and maintain a public liability insurance policy for an amount of \$10,000,000 in respect of any liability incurred by the Contract Carrier in the performance of work for the Principal Contractor.
 - (c) The Contract Carrier shall obtain and maintain a comprehensive motor vehicle insurance policy over the vehicle including unlimited cover for third party property damage in respect of any one accident.
 - (d) The Contract Carrier shall take out and maintain Personal Sickness and Accident Insurance under which the Contract Carrier in the event of incapacity of the approved driver for a period exceeding eight ordinary working days will receive a weekly benefit which is not less than the amount required to meet the financial obligations of the Contract Carrier in respect of his vehicle.
 - (e) Where the Contract Carrier is a corporation, the Contract Carrier shall take out and maintain a Workers' Compensation Insurance Policy to cover the approved driver.
 - (f) A copy of all insurance policies required to be effected by the Contract Carrier under this determination and receipts for correct premiums shall be produced for inspection by the Principal Contractor at any time upon request. Copies of certificates of currency shall also be supplied to the Principal Contractor to ensure that policies held by the Contract Carriers do not expire.
- (ii) Where the approved driver of the vehicle is required by the Principal Contractor to wear special uniform when undertaking work for the Principal Contractor, it shall be supplied by the Principal Contractor at no cost to the Contract Carrier. Where a uniform is so provided the Contract Carrier shall ensure that it is worn by the approved driver at all times while undertaking work for the Principal Contractor.
- (iii) The Principal Contractor shall pay to the Contract Carrier all charges for tolls, ferry dues and crane hire which the Contract Carrier may necessarily incur in performing work for the Principal Contractor.
- (iv) When the Contract Carrier is a corporation or partnership then for the purposes of this determination any act, default or misconduct by any person doing work on behalf of the corporation or partnership under a contract of carriage to which the corporation or partnership is a party shall be deemed to be the act, default or misconduct of the Contract Carrier.

- (v) In the event of an industrial dispute -
 - (a) The delegate shall negotiate with the transport manager of the Principal Contractor.
 - (b) If the dispute is not resolved, the union organiser shall take the matter up with the management of the Principal Contractor.
 - (c) If negotiations are unsuccessful, the dispute shall be notified to the Industrial Registrar to enable a compulsory conference to be convened.
 - (d) Whilst these steps are being pursued it is expected that work shall continue normally.
- (vi) Each Principal Contractor shall give priority in loading to Contract Carriers whose vehicles are painted in the Principal Contractor's colours and identification over Contract Carriers whose vehicles are not painted in the Principal Contractor's colours and identification.

5. Daily Working Instructions

(i) The Contract Carrier shall:

(a) work as directed by the Principal Contractor. This obligation shall include the following:

report to the Principal Contractor attendance or non-attendance at the Principal Contractor's terminal or other place designated by the Principal Contractor at least one hour prior to the start time nominated by the Principal Contractor. In the event that no start time is nominated by the Principal Contractor, the Contract Carrier must contact the Principal Contractor by 6 am daily on each of the days on which he may be required to undertake work;

advise the Principal Contractor as early as possible any commitments affecting his ability to perform work; and

not cease performing work on any day without notifying the Operations Staff of the Principal Contractor in person, by 2-way radio or telephone;

(b) ensure that the driver of the vehicle is of neat appearance;

(c) maintain contact with the Principal Contractor radio if installed in the vehicle and immediately inform the Principal Contractor when a radio unit installed in the vehicle requires servicing or repair;

(d) inform the Principal Contractor immediately if he is unable to effect a pick up of cars to be carried by him;

(e) ensure that all freight notes and driver's work sheets and any other document reasonably required by the Principal Contractor are correctly completed and given to the Principal Contractor and use every endeavour to obtain the customer's signature when cars are picked up and delivered;

(f) submit properly completed work sheets within 36 hours of the delivery of cars where possible;

(g) account for any cheques or moneys received on behalf of the Principal Contractor as soon as possible; provided that payment for moneys received shall be made by the Principal Contractor in accordance with clause 2.12 of the Transport Industry (State) Award published 20 April 2000 (315 I.G. 192).

(h) immediately report any accident to the Operations Staff of the Principal Contractor and attend to any legal requirements at the scene;

(i) before loading, carefully check every car for:

Exterior Damage;
Interior Damage and cleanliness;
Identification Number;
Spare Tyre and Tools;
Windscreen Scratches;
Other obvious shortages;

in accordance with the Federal Chamber of Automotive Industries New Vehicle Receiving and Inspection Procedures including filling in the Vehicle Survey Report (the "initial survey");

- (j) seek and comply with the Principal Contractor's instructions regarding a safe route, except where unforeseeable local conditions cause a Contract Carrier to effect a justifiable deviation;
 - (k) observe the necessity for civility to the Principal Contractor's customers.
- (ii) The Principal Contractor shall:
- (a) notify Contract Carriers of details of late operations and of the Principal Contractor's intentions to operate special arrangements as easily as practicable. For the pick up or delivery of motor vehicles at a wharf details of late operations shall be notified by 10 am on the day on which the work is to be undertaken;
 - (b) use his best endeavours to ensure that a terminal in continuous use by the Principal Contractor has suitable off-street space for loading and unloading and that pick up locations are adequately staffed and equipped with facilities for the provision of air for tyres, of fuel and of auxiliary batteries;
 - (c) endeavour to allocate work in a manner designed to give equal opportunity of earnings for Contract Carriers operating vehicles of the same capacity;
 - (d) arrange whenever practicable for a representative to attend accidents involving substantial load or equipment damage or personal injury;
 - (e) advise Contract Carriers of urgent or special delivery instructions arranged for particular work or particular cars;
 - (f) instruct Operations Staff to treat communications from Contract Carriers as first priority, wherever practicable;
 - (g) use his best endeavours to ensure that cars being carried by the Contract Carrier have sufficient fuel for loading and unloading purposes;
 - (h) maintain a record (to be known as the "Intrastate Roster") of distances covered by each Contract Carrier in undertaking intrastate work which shall also show the carrying capacity of the vehicle of each Contract Carrier. Intrastate work shall be allocated to Contract Carriers operating vehicles in each capacity division on the principle of work involving the longest distance being allocated to the Contract Carrier with the lowest accrued distance. Distances travelled on work performed during a weekend shall not be recorded on the "Intrastate Roster";
 - (i) a Contract Carrier unavailable to undertake intrastate work for any reason other than failure of equipment supplied by the Principal Contractor or annual leave shall have a distance added to his accrued distance on the "Intrastate Roster" equivalent to the distance he would have travelled in undertaking the work which would be allocated to him if he had been available. This paragraph (i) shall not apply to a delegate unavailable as a result of a reasonable absence on union business.

6. Other Conditions

- (i) If the Contract Carrier commits misconduct he may be suspended by the Principal Contractor. An inquiry will be held within one normal working day by the Principal Contractor or his nominee, delegates and, if available, a representative of the union. If misconduct is proven then the Contract Carrier may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (ii) The Principal Contractor or his nominee and delegates and, if available, a representative of the union may investigate any failure by a Contract Carrier to comply with the terms of this determination. A Contract Carrier who fails to comply with the terms of this determination may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii)
- (a) A Contract Carrier shall not engage or allow another person to drive his vehicle other than the approved driver when he is performing work for the Principal Contractor unless the approved driver is unable to perform work for a period of more than one week for any reason other than annual leave. It will then be the responsibility of the Contract Carrier to arrange for the services of a driver to operate his vehicle for a period not to exceed three months from the date of commencement of the disability.
- If the disability continues beyond a period of three months the Contract Carrier may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (b) A Contract Carrier shall not engage or use the services of a driver for his vehicle other than the approved driver without prior approval from the Principal Contractor concerned as the suitability of the driver. If such approval is given the Contract Carrier will take out and maintain at all times a Workers' Compensation Insurance Policy to cover the driver. The approval may be withdrawn by the Principal Contractor if the driver commits misconduct or fails to comply with a provision of this determination appropriate to be compiled with by a driver of a Contract Carrier's vehicle.
- (iv) The Contract Carrier shall:
- (a) pay all the registration and insurance fees in respect of the prime mover (and/or trailer where the Contract Carrier operates under Table B);
- (b) pay all imposts payable in respect of the prime mover; and
- (c) keep the prime mover in mechanically sound roadworthy and clean condition.

7. Other Conditions

- (i) The remuneration of a Contract Carrier shall be subject to adjustment under this subclause.
 - (a) The Principal Contractor may (subject to notice of two weeks) deduct the sum of \$280.98 for each incident involving a car or cars under the care or control of the Contract Carrier being damaged and the sum of \$280.98 for each car from which an item becomes missing while the car is under the care or control of the Contract Carrier and the sum of \$280.98 for each car which has damage or from which an item is missing (being damage of the kind referred to in Clause 5(i)(i) which is not noted on the initial survey). In the event that repair and/or replacement costs are less than \$280.98, the lesser amount shall be paid by the Contract Carrier. The amount in this clause (\$280.98) shall be varied at the same percentage as the rate adjustment applicable within this determination.
 - (b) Subject to the foregoing provision where salvage of a load or equipment is necessary due to an accident, the salvage costs shall be borne by the Principal Contractor.
 - (c) If the Contract Carrier is delayed en route under circumstances in which he cannot complete the work within a reasonable period of time for any reason, the Principal Contractor may transfer the cars from the vehicle of the Contract Carrier and make other arrangements for the completion of the carriage of the cars and deduct from the payment which would have been due to the Contract Carrier if he had completed the work any reasonable cost incurred by the Principal in effecting completion of the transportation of the cars; provided that the Principal Contractor shall not be entitled to deduct any amount which he may be entitled to recover under the insurance referred to in clause 4 (i)(a) of this determination.
- (ii) The Principal Contractor in conjunction with union delegates may investigate an excessive claims record of a Contract Carrier. A Contract Carrier whose claims record is excessive may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii) No alterations to equipment of the Principal Contractor are to be carried out by the Contract Carrier without the consent of the Principal Contractor.
- (iv) A Contract Carrier shall be responsible for keeping the trailer and associated equipment in a clean and tidy condition subject to workload. The Contract Carrier is required to report to the Principal Contractor any obvious faults in the trailer and associated equipment immediately upon them being discovered.
- (v) A Contract Carrier shall have for the purpose of undertaking work a prime mover acceptable to the Principal Contractor. The wheelbase and fittings (including turntable and mudguards) shall be as specified by the Principal Contractor.
- (vi) A Contract Carrier shall bear the cost of alterations to the prime mover or trailer which are necessary due to the incompatibility of the type of prime mover provided by the Contract Carrier.
- (vii) A Contract Carrier shall be responsible for and meet all costs for maintenance and replacement of brake linings (in excess of two sets per year) and tyres fitted to the trailer provided by the Principal Contractor. Should excessive wear of trailer tyres be caused by a faulty trailer, then the Principal Contractor shall reimburse the Contract Carrier for a reasonable proportion of the cost incurred.

(viii) The Principal Contractor shall:

- (a) bear the cost of fitting up the trailer associated equipment. This work shall be carried out by the Principal Contractor or by an outside contractor nominated by him. "Associated equipment" means the car carrying frame, platform or gondola fitted to the prime mover and, in the case of tag-along trailers only, the turntable attachments to the prime mover;
- (b) pay the following proportion of fitting up costs on replacement of the prime mover according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last replacement of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 Year and up to 2 years	25%
Over 2 years and up to 3 years	50%
Over 3 years and up to 4 years	75%
Over 4 years	100%

This work shall be carried out by the Principal Contractor or an outside contractor nominated by him. Where fitting up exceeds two weeks and no part of the delay is the fault of the Contract Carrier, the Principal Contractor shall pay the Contract Carrier for eight hours at the standing time rate for each complete working day (and proportionately for part of a working day) which is included in that part of a delay which is in excess of two weeks;

- (c) make available a trailer and associated equipment of an agreed capacity for maintenance fee of 2% of gross income, to be deducted weekly or fortnightly from the Contract Carrier's remuneration. The trailer and associated equipment shall be used only for undertaking work for the Principal Contractor. Should the trailer be used by a Contractor Carrier for any other purpose (except the repositioning of the Contract Carrier's personal car), he may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union;
- (d) maintain the trailer and associated equipment in a reasonable, workable and safe state of repair as required by the Roads and Traffic Authority and the Occupational Health and Safety Act. Where faults in the equipment of the Principal Contractor reported to the Principal Contractor have not been corrected or where faults in such equipment occur and such faults were not apparent on normal inspection, then, should those faults result in damage to the Contract Carrier's equipment, such damage shall be made good by the Principal Contractor. If damage is caused to equipment of the Principal Contractor as a result of negligence on the part of the Contract Carrier, the Contract Carrier shall bear the cost of making good such damage at prevailing industry rates by way of adjustment to the remuneration;
- (e) supply and fit the vehicle of a Contract Carrier engaged substantially in local work with a mobile radio and/or a contemporary communications system at the Principal Contractor's expense. Maintenance and wear and tear and ongoing costs of the radio and/or the communications system will be the responsibility of the Principal Contractor except where repairs are due to negligence of the Contract Carrier. In this instance the cost or repair will be borne by the Contract Carrier by way of adjustment to the remuneration of the Contract Carrier. Where the Contract Carrier changes his vehicle prior to the completion of 12 months work for the Principal Contractor, the cost of transferring the radio and/or the communications system shall be at the Contract Carrier's expense;

- (f) at his option, paint the Contract Carrier's prime mover in the Principal Contractor's colours at the Principal Contractor's expense after the Contract Carrier has been undertaking work for the Principal Contractor for a period of three months;
- (g) at their option, repaint such prime mover every four years. Should the Principal Contractor deem repainting necessary before the expiration of four years or should a Contract Carrier replace the prime mover before the expiration of four years since the last painting the Principal Contractor shall pay the following proportion of repainting (or painting the replacement prime mover) according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last painting of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 year and up to 2 years	one third cost
Over 2 years and up to 3 years	two thirds cost
Over 3 years	full cost

The work shall be carried out by the Principal Contractor's workshop at rates generally prevailing in the industry or by outside contractors nominated by the Principal Contractor;

- (h) notify the union or delegate, as the case may be, of any intended variation in the number of Contract Carriers engaged at a terminal. Where it becomes necessary for a Principal Contractor to increase the number of Contract Carriers engaged by him, first consideration shall be given to Contract Carriers displaced because of industry reorganisation.

Retrenchment of Contract Carriers undertaking work on a permanent basis for a Principal Contractor and operating a vehicle of a particular carrying capacity shall be on the basis of "last on, first off" for Contract Carriers operating vehicles of that capacity;

- (i) provide suitable "do-it-yourself" trailer washing facilities;
- (j) where practicable attach a suitable lockable tool box at an accessible position on company equipment;
- (k)
- (A) Subject to subclause (B) bear the cost of removing all company supplied equipment and company signs and paint the prime mover with spraying enamel in a single colour in the case of a Contract Carrier ceasing to perform work for the Principal Contractor, provided that the Contract Carrier has not been terminated under clauses 6 (i) or 6 (ii) and that the Contract Carrier has fulfilled a period of not less than three continuous years of work for the Principal Contractor.
- (B) If the Contract Carrier has been engaged in the performance of work for the Principal Contractor for a period of less than three years then the cost shall be shared in the proportion provided for in clause 7 (viii) (g) except for the mechanical removal of equipment which shall be borne by the Principal Contractor.
- (C) The work shall be carried out by the Principal Contractor at rates prevailing in the industry or by an outside contractor nominated by the Principal Contractor.
- (D) In the case of a retrenchment of a Contract Carrier, the Principal Contractor shall bear the cost of removing all the Principal Contractor's equipment and company signs and paint the prime mover with spraying enamel in a single colour;

- (l) advise and up-date as necessary a complete list of delivery locations regularly serviced by the Principal Contractor. List to include:

Contact names;
Telephone number;
After hours telephone number;
Receiving times;
Loading and unloading points.

- (ix) The Principal Contractor shall publish an annual leave roster setting out the Contract Carrier's leave requirements which he shall endeavour to ensure are acceptable to all Contract Carriers.
- (x) Should, in the option of the Contract Carrier, the loading and/or transportation of a particular car or cars constitute a hazard because of the nature or condition of such car or cars, the Contract Carrier shall inform the Principal Contractor and may refuse to load or transport, as the case might be, such car or cars until appropriated measures have been taken to eliminate the hazard.

8. Conditions

- (i) The Principal Contractor shall, subject to any adjustments provided for in this determination, pay to a Contract Carrier for intrastate work the rate of remuneration per kilometre shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle for each kilometre necessarily travelled to the destination and return, including any distance travelled where a Contract Carrier is instructed to part-unload before or after reaching the destination, or to deviate for any reason from the accepted or designated route.
- (ii) When a Contract Carrier is instructed to load a car or cars for return to a terminal of a Principal Contractor or other destination during intrastate work, the Principal Contractor shall pay a handling charge in addition to the ordinary rate of remuneration. The handling charge shall be one hour at the standing time rate for each car in a drivable condition or two hours at the standing time rate for each car which is not in a drivable condition. The Principal Contractor shall reimburse the Contract Carrier for any reasonable costs incurred in loading and unloading a car which is not in a drivable condition.
- (iii) Subject to subclause (iv) and subject to any adjustment provided for in the determination, the Principal Contractor shall pay a Contract Carrier for local work in accordance with the "Zone Rates per Car Carrier" shown in Schedule 1 for a vehicle with the capacity of the Contract Carriers' vehicle. A single rate shall be paid for each trip. When multiple pick ups/drops are required in the metropolitan area, the zones will be measured from furthest point of pick up to the furthest point of delivery, via any intervening pick ups/drops in a straight line between those pick ups/drops.

Zone 1 - up to 8 kilometres radius.

Zone 2 - over 8 and up to 16 kilometres radius.

Zone 3 - over 16 and up to 24 kilometres radius.

Zone 4 - over 24 and up to 32 kilometres radius.

Zone 5 - over 32 and up to 50 kilometres radius.

- (iv)
 - (a) Subject to clause 8 (v) the provisions of this subclause shall apply when the Contract Carrier is undertaking local work being the transportation of a car or cars under a contract of carriage from one or more places to one or more places of delivery in the course of which the Contract Carrier at no time has a load of cars equal to the carrying capacity of his vehicle because the Principal Contractor is unable or, due to operational circumstances, has found it impracticable to allocate a full load to the Contract Carrier.
 - (b) Subject to any adjustment provided for in the determination the Principal Contractor shall pay the Contract Carrier for local work to which this subclause applies whichever is the greater of the rate per car delivered or the hourly rate for the period of time occupied by the Contract Carrier in undertaking the work.
 - (c) For the purposes of this subclause, the rate per car delivered means a payment to the Contract Carrier for each car delivered in accordance with the "Rate per Car Delivered" shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle. The applicable rate for each car delivered shall be the rate appropriate to the zone in which the place of delivery of the car is located. The zones in respect of each car delivered shall be the areas within the following radii of the pick up place of the car:

Zone 1 - Up to 8 kilometres radius.

Zone 2 - Over 8 and up to 16 kilometres radius.

Zone 3 - Over 16 and up to 24 kilometres radius.

Zone 4 - Over 24 and up to 32 kilometres radius.

Zone 5 - Over 32 and up to 50 kilometres radius.

- (d) For the purposes of this subclause the hourly rate means payment at the running time rate specified in Schedule 1 for a vehicle of the capacity of the vehicle of the Contract Carrier; and the period of time occupied in undertaking the work shall be calculated from the time when the Contract Carrier commences to drive his vehicle to a place of pick up of the cars to be transported until the time of completion of final delivery but excluding any time during which the Contract Carrier ceased to perform the work or was subject to delay as referred to in subclause (6). Time shall be calculated to the nearest 15 minutes.
- (e) When the hourly rate is the basis of payment of the Contract Carrier, he shall immediately notify the Principal Contractor by radio (or by telephone, if radio is unavailable) when he commences driving to a place of pick up, when he ceased performing work and when he resumes work and when he completes delivery of a car or cars at each place of delivery.
- (v) Notwithstanding anything in this determination, the Contract Carrier and the Principal Contractor may determine by negotiating between them the remuneration payable to a Contract Carrier for local work (including local Port Kembla work) involving the carriage of a load of cars less than the carrying capacity of the vehicle when by reason of the place of pick up or place of delivery the work can conveniently be carried out by the Contract Carrier in the course of his journey to or from his place of residence. The Contract Carrier shall not be obliged to undertake work under this subclause.
- (vi) The Principal Contractor shall pay a Contractor Carrier engaged upon local work at the standing time rate to the nearest 15 minutes for a delay sustained by the Contract Carrier in excess of a reasonable delivery time. This subclause shall only apply to delays caused by the Principal Contractor's or receiver's agents which are notified immediately to the Principal Contractor by radio (or by telephone, if radio is unavailable).
- (vii) The Principal Contractor may adjust the remuneration of the Contract Carrier by way of deducting any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Principal Contractor; and the Principal Contractor may withhold payment from the Contract Carrier's remuneration of the amount of \$337.17 for a maximum of three months on the Contract Carrier ceasing to undertake work for the Principal Contractor, to enable the final adjustment to be made under this sub-clause. The Principal Contractor shall pay the balance of the remuneration due to the Contract Carrier not later than on the expiry of the period of three months. The \$337.17 amount referred to in this clause shall be varied by an amount equal to the overall percentage variation to rates of remuneration as provided by this determination.
- (viii) The Principal Contractor shall pay the Contract Carrier the remuneration due to him on the fifth working day after the close of the pay period which shall not exceed two weeks' duration.
- (ix) The Principal Contractor shall provide with each payment of remuneration to the Contract Carrier a list showing:
- (a) origin of loads or parts thereof;
 - (b) delivery points of loads or parts thereof;
 - (c) amounts paid for loads or parts thereof; and
 - (d) the amount of all adjustments and deductions.
- (x) The Principal Contractor shall supply to the Contract Carrier a current schedule of rates for local work and intrastate work showing the pick up points, destinations and rates applicable for vehicles of each capacity.
- (xi) The Principal Contractor shall not make any deductions other than statutory deductions or as authorised by this determination from the remuneration provided for by this determination except as may be authorised in writing by the Contract Carrier.

9. Port Kembla

This section shall apply to work that is defined as "Port Kembla Work".

Definitions

- (a) "Port Kembla Work" shall mean work whereby a Contract Carrier picks up vehicles from the Port Kembla Wharf for delivery into the Sydney metropolitan area.
- (b) "Local Port Kembla Work" shall mean, subject to clause (c) below, work involving a journey or journeys whereby a Principal Contractor directs a Contract Carrier to pick up vehicles from the wharf facility at Port Kembla for delivery to a location within a 32 kilometre radius.
- (c) Clause (b) shall not apply where a contract carrier will not also complete a contract of carriage as defined in clause (a) above.
- (d) "32 Kilometre radius" shall mean a radius of 32 kilometres drawn from the south east corner of berth number 105 within the Port Kembla Facility as it appeared on 16 May 2008 at map coordinates 34,27,21.5"S; 150,53,34.0"E.
- (e) "50 Kilometre radius" shall mean a radius of 50 kilometres drawn from the south east corner of berth number 105 within the Port Kembla Facility as it appeared on 16 May 2008 at map coordinates 34,27,21.5"S; 150,53,34.0"E.
- (f) "Port Kembla North" shall mean contracts of carriage with destinations North of Port Kembla.
- (g) "Port Kembla South" shall mean contracts of carriage with destinations South of Port Kembla.
- (h) "Connor Rate" shall be the base rate of remuneration payable for Port Kembla Work.
- (i) "Port Kembla Zone Rates" shall mean the rates of remuneration for zones applicable for Port Kembla Work performed that is further than the 50 kilometre radius. Zones are the following distances measured from the 50 Kilometre radius:
 - Zone 1 - Up to 8 kilometres radius.
 - Zone 2 - Over 8 and up to 16 kilometres radius.
 - Zone 3 - Over 16 and up to 24 kilometres radius.
 - Zone 4 - Over 24 and up to 32 kilometres radius.
 - Zone 5 - Over 32 and up to 50 kilometres radius.
- (j) Contracts of carriage that do not fall within the above definitions shall be payable as per clause 8 (i) and (ii).

Remuneration

- (k) The remuneration payable for Port Kembla Work shall be those as set out in Schedule 1 - Table D, E and F.

Examples

The examples in this section are intended solely to provide guidance only in relation to the operation of this section, being Port Kembla Work, and do not have any affect on other sections of this determination.

- (l) Port Kembla Work with delivery to Warwick Farm = Connor rate (Table D) + Port Kembla Zone 2 (tables D, E and F).

- (m) Local Port Kembla to Local Port Kembla (less than 32km radius) = conventional applicable zone rate (tables A, B and C).
- (n) Local Port Kembla to Local Port Kembla North (greater than 32km radius and less than 50km) = Connor rate (table D).
- (o) Local Port Kembla to Local Port Kembla South (greater than 32km) = applicable intrastate rate as per table H.
- (p) Intrastate work picked up from Port Kembla (PK) for delivery to Taree = 89kms (half PK Table H) + 397kms + 322kms = 808kms.
- (q) Intrastate work Port Kembla North - Commencing at pick-up from Sydney Metropolitan Area and then a further pick up at Port Kembla with delivery to Taree and return = 644kms (Table H) + 178km (Port Kembla deviation from Sydney and return) = 822kms.
- (r) Intrastate work Port Kembla South - Commencing at pick up from Sydney Metropolitan Area and then a further pick up at Port Kembla with delivery to Canberra and return = 582kms (Table H) + 66kms (deviation via Port Kembla) = 648kms.

Calculation of rates

- (s) The base rate of remuneration payable for Port Kembla Work at Schedule 1 - Tables D, E & F ("the Connor Rate") are calculated by adding the rural kilometres for Port Kembla as set in Schedule 1 - Table H and an amount equal to 1.5 times the relevant standing time rate. This rate applies to all deliveries between a 32km and 50km radius from Port Kembla wharf.
- (t) The remuneration payable for Port Kembla Work at Schedule 1 - Table D, Table E and Table F provide rates payable for Port Kembla Work to the Sydney Metropolitan area. Zones are calculated by adding 0.5 hours of the relevant running and standing rate per zone for the first four zones to the Port Kembla base rate. The fifth zone is calculated by adding 3.125 hours of running and standing rate to the Port Kembla base rate. This is calculated at an average speed of 32 kilometres per hour to the destination and return.
- (u) Rural deliveries ex Port Kembla are calculated by adding half the Port Kembla rural kilometres (Table H), plus the real kilometres from Port Kembla wharf to the destination and then the one-way rural kilometres (Table H) to Sydney.

10. Leave Reserved

- (i) Leave is reserved for either party to apply as it may be advised for:
- a sixth zone rate for the metropolitan work;
 - rates for vehicles of a capacity not currently covered by this determination;
 - and subclause 7(vii)(c) - trailer hire fee;
 - Diesel fuel rebate
- (ii) Leave is reserved for either party to apply as it may be advised for:
- the definition of "Local Work" contained in clause 1, Definitions; and subclause 8(iii);
 - rates of remuneration for subcontractors based in Port Kembla;
 - review of cost benchmarks at schedule 2.

SCHEDULE 1

Rates of Remuneration

- (i) This schedule contains the following tables:

Table A: Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B: Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C: Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D: Rates of remuneration for Port Kembla Work (including the base rate of remuneration for Port Kembla Work - also referred to as the "Connor Rate") where the contract carrier supplies the prime mover only.

Table E: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and trailer.

Table F: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and the tyres for the principal contractor's trailer.

Table G: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table H: Deemed distances to apply for common trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

- (ii) 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 Tax Fuel Credit Subsidy ['the subsidy'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the subsidy pursuant to the scheme by the principal contractor;

the principal contractor may reduce the cartage rates payable in Tables "A", "B", "C", "D", "E" and "F" of Schedule I of this determination up to a maximum reduction of 1.84% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

- (iii) Should a carrier become ineligible to claim a rebate pursuant to the subsidy or should the subsidy be abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to subclause (ii).
- (iv) Should the subsidy be abolished or altered or modified leave is reserved to the parties to make application in relation to subclauses (ii) and (iii).

(v) Whenever a rates contained in schedule 1 to this determination are altered the maximum reduction referred to in subclause (ii) of this schedule shall be calculated according to the following formula:

- (a) $(\text{fuel per litre, less GST- fuel tax credit per litre}) / \text{fuel per litre, less GST}) \times 100 = (a)$
- (b) $\text{new weighting for fuel} \times (a) = (b)$
- (c) $\text{reset weighting for fuel} - (b) = \text{maximum reduction}$

For the purpose of this formula the cost of fuel per litre shall be based on that benchmark adopted under schedule 2 of the Determination.

(vi) Currently, the maximum reduction contained in subclause (ii) is calculated according to the following formula:

- (d) $(115.23-13.360)/115.23 \times 100 = (88.41\%)$
- (e) $14.40 \times (88.41\%) = (12.73)$
- (f) $14.57 - (12.73) = 1.84\%$

(vii) The rates contained within this schedule shall take effect from the first full pay period to commence on or after 5 June 2018.

Car Carriers Contract Determination Rate Adjustment						
Percentage variation = 3.00%						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
	\$	\$		\$	\$	\$
Wages	722.10	763.80	5.77%	40.94	43.30	41.88
Capital	95.9	93.3	-2.71%	14.31	13.92	13.46
Insurances	111.8	124.9	11.72%	11.97	13.37	12.93
Registration	120.7	126.8	5.05%	5.52	5.80	5.61
R&M	106.3	108.9	2.45%	6.30	6.45	6.24
Tyres	106	109.5	3.30%	1.20	1.24	1.20
Fuel	115.23	111.68	-3.08%	17.36	16.83	16.27
Admin	108.6	112.5	3.59%	2.40	2.49	2.40
				100.00		100.00

Table A - (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	34.72	55.02	72.73	90.21	99.63	40.60
2	52.46	81.81	103.09	124.88	136.66	61.35
3	67.24	103.29	127.38	154.86	169.23	78.58
4	79.03	121.51	151.52	184.89	201.62	92.43
5	87.91	146.21	175.74	214.86	234.19	102.78

Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	34.72	18.35	18.19	18.12	16.60	40.60
2	52.46	27.27	25.77	24.97	22.77	61.35
3	67.24	34.44	31.86	30.96	27.08	78.58
4	79.03	40.51	37.90	36.98	33.62	92.43
5	87.91	48.74	43.93	42.97	39.04	102.78
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		44.32		34.37		
3 car		53.65		42.61		
4 car		60.64		48.49		
5 car		64.31		50.78		
6 car		69.55		55.51		
1 car tilt		51.81		39.70		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			85.40			
3 Car			122.32			
4 Car			135.43			
5 Car			150.27			
6 car			161.55			
1 car tilt			100.19			

Table B - Local Work

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	36.14	61.64	82.36	104.24	114.21	43.99
2	54.60	91.70	116.53	143.87	158.70	66.48
3	69.99	115.81	143.96	178.28	196.51	85.19
4	82.26	139.76	171.40	212.94	234.19	100.21

5	91.51	163.88	198.79	247.42	271.93	111.42
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	36.14	20.56	20.60	20.85	19.01	43.99
2	54.60	30.56	29.15	28.77	26.44	66.48
3	69.99	38.60	35.98	35.66	32.76	85.19
4	82.26	46.59	42.85	42.57	39.04	100.21
5	91.51	54.63	49.70	49.47	45.33	111.42
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		46.12		36.08		
3 car		60.14		43.15		
4 car		68.59		49.63		
5 car		74.04		52.82		
6 car		80.72		68.19		
1 car tilt		56.16		43.46		
Intrastate Work						
Vehicle		Standing and Running Rate cents per Km				
1 Car		83.97				
3 Car		130.34				
4 Car		144.73				
5 Car		160.73				
6 car		167.78				
1 car tilt		103.39				

Table C - (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.12	55.68	74.36	92.07	101.33	40.57
2	53.08	82.82	105.38	126.98	139.02	61.26
3	68.06	104.58	130.15	156.75	171.98	78.54
4	80.03	126.30	154.93	187.93	204.95	92.35
5	88.98	148.04	179.72	218.51	237.92	102.74
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.12	18.55	18.58	18.43	16.90	40.57
2	53.08	27.59	26.33	25.40	23.16	61.26
3	68.06	34.87	32.54	31.34	28.65	78.54
4	80.03	42.10	38.75	37.58	34.17	92.35
5	88.98	49.37	44.94	43.70	39.67	102.74
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		44.88		34.33		
3 car		54.33		42.60		
4 car		62.52		48.48		

5 car	65.38	50.76
6 car	70.68	55.43
1 car tilt	51.80	39.67
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	87.46	
3 Car	125.76	
4 Car	142.26	
5 Car	156.10	
6 car	167.94	
1 car tilt	100.13	

Table D - (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	203.59	281.65	313.83	343.65	370.76	237.85
1	225.76	308.49	344.15	379.24	405.54	263.75
2	247.91	335.31	374.45	407.97	440.31	289.68
3	270.06	362.14	404.78	440.12	475.08	315.57
4	292.25	388.98	435.07	472.29	509.85	341.50
5	342.10	449.32	503.30	544.66	588.09	399.77
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	203.59	93.89	78.44	68.73	61.80	237.85
1	225.76	102.82	86.05	75.16	67.59	263.75
2	247.91	111.77	93.63	81.59	73.38	289.68
3	270.06	120.71	101.19	88.02	78.06	315.57
4	292.25	129.65	108.78	94.46	84.98	341.50
5	342.10	149.76	125.81	108.94	98.00	399.77
Vehicle	Standing and Running Rate per Hour \$		Standing Rate per Hour \$			
1 car	44.32		34.37			
3 car	53.65		42.61			
4 car	60.64		48.49			
5 car	64.31		50.78			
6 car	69.55		55.51			
1 car tilt	51.81		39.70			
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					

1 Car	85.40
3 Car	122.32
4 Car	135.43
5 Car	150.27
6 car	161.55
1 car tilt	100.19

Table E - Port Kembla (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	203.59	296.68	331.63	365.34	390.70	249.30
1	226.65	326.79	366.38	402.36	431.06	277.38
2	249.73	356.85	400.65	439.37	471.43	323.34
3	272.77	386.92	434.95	476.38	511.80	333.54
4	295.83	416.99	469.24	513.40	552.16	361.60
5	347.74	484.66	546.39	596.69	642.99	424.81
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	203.59	98.89	83.03	73.07	65.12	249.30
1	226.65	108.93	91.58	80.48	71.84	277.38
2	249.73	118.97	100.17	87.88	78.56	323.34
3	272.77	128.99	108.74	95.26	85.30	333.54
4	295.83	139.01	117.32	102.69	92.03	361.60
5	347.74	161.57	136.61	119.35	107.17	424.81
Vehicle	Standing and Running Rate per Hour \$		Standing Rate per Hour \$			
1 car	46.12		36.08			
3 car	60.14		43.15			
4 car	68.59		49.63			
5 car	74.04		52.82			
6 car	80.72		61.37			
1 car tilt	56.16		43.46			
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	83.97					
3 Car	130.34					
4 Car	144.73					
5 Car	160.73					
6 car	167.78					
1 car tilt	103.39					

Table F (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
	1 Car	3 Car	4 Car	5 Car	6 Car	

Zone	Capacity \$	Capacity \$	Capacity \$	Capacity \$	Capacity \$	1 Car Tilt \$
Base rate	207.16	287.79	325.97	353.97	382.12	237.69
1	229.61	314.95	356.96	386.69	417.47	268.88
2	252.05	342.11	387.95	419.36	452.81	303.49
3	274.47	369.28	418.93	452.07	488.13	315.42
4	296.91	396.45	449.93	484.78	523.77	341.31
5	347.37	457.56	519.67	558.34	603.02	399.58
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	207.16	95.92	81.49	70.80	63.67	237.69
1	229.61	104.97	89.24	77.32	58.66	268.88
2	252.05	114.04	97.00	83.88	75.47	303.49
3	274.47	123.09	104.73	90.41	81.35	315.42
4	296.91	132.16	112.48	96.96	87.26	341.31
5	347.37	152.52	129.92	111.66	100.50	399.58

Vehicle	Standing and Running Rate per Hour \$	Standing Rate per Hour \$
1 car	44.88	34.32
3 car	54.33	42.60
4 car	61.99	48.48
5 car	65.38	50.77
6 car	70.68	55.43
1 car tilt	51.80	39.67
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	87.46	
3 Car	125.76	
4 Car	142.26	
5 Car	156.10	
6 car	167.94	
1 car tilt	100.13	

TABLE G

EX SYDNEY All distances in Kilometres

Town	One Way	Return	Town	One Way	Return
Albion Park	104	208	Kiama	118	236
Albury	571	1142	Kurri Kurri	159	318
Ardlethan	498	996	Kyogle	827	1654
Armidale	545	1090	Lake Cargellico	592	1184
Baradine	499	998	Lawson	92	184
Barraba	522	1044	Leeton	563	1126
Batemans Bay	278	556	Lismore	788	1576
Bathurst	205	410	Lithgow	145	290
Bega	428	856	Macksville	492	984
Bellingen	542	1084	Maitland	183	366
Belmont	139	278	Mayfield	161	322
Blaney	243	486	Merriwa	352	704
Boggabri	493	986	Milton	219	438
Bombala	500	1000	Mittagong	116	232
Bourke	778	1556	Molong	295	590
Bowral	125	250	Moree	645	1290
Brewarrina	784	1568	Moruya	305	610
Broadmeadow	159	318	Moss Vale	138	276
Broken Hill	1153	2306	Mudgee	259	1290
Bulahdelah	255	510	Murwillumbah	846	1692
Burrill Lake	230	460	Muswellbrook	277	554
Canberra	291	582	Nambucca Heads	505	1010
Canowindra	311	622	Narrabri	450	900
Cardiff	159	318	Narrandera	570	1140
Casino	795	1590	Newcastle	159	318
Cessnock	167	334	Nowra	158	316
Charlestown	149	298	Nyngan	575	1150
Cobar	702	1404	Orange	260	520
Coffs Harbour	557	1114	Parkes	360	720
Collarenbri	763	1526	Peak Hill	409	818
Condobolin	464	928	Picton	96	192
Coolah	380	760	Port Kembla	89	178
Cooma	412	824	Port Macquarie	400	800
Coonabarrabran	455	910	Queanbeyan	295	590
Coonamble	571	1142	Quirindi	379	758
Cootamundra	387	774	Raymond Terrace	177	354
Cowra	314	628	Rylstone	228	456
Crookwell	246	492	Scone	304	608
Dapto	98	196	Singleton	230	460
Deniliquin	769	1538	Springwood	76	152
Dorrigo	572	1144	Tamworth	435	870
Dubbo	410	820	Taree	322	644
Dungog	228	456	Temora	432	864
Eden	487	974	Tenterfield	736	1472
Ettamogah	565	1130	Toronto	147	294
Eugowra	345	690	Tottenham	570	1140

Forbes	382	764	Trangie	483	966
Forster	329	658	Trundle	420	840
Gilgandra	475	950	Tullamore	452	904
Glenn Innes	644	1288	Tumbarumba	476	952
Gloucester	273	546	Tumut	416	832
Gosford	78	156	Tweed Heads	878	1756
Goulburn	199	398	Ulladulla	225	450
Grafton	639	1278	Uralla	524	1048
Grenfell	369	738	Wagga	468	936
Gresford	229	458	Walcha	527	1054
Griffith	583	1166	Walgett	686	1372
Gulgong	289	578	Warialda	627	1254
Gundagai	384	768	Warilla	100	200
Gunnedah	454	908	Warren	536	1072
Gunning	243	486	Wauchope	396	792
Guyra	584	1168	Wellington	360	720
Harden	348	696	West Wyalong	473	946
Hay	731	1462	Williamstown	183	366
Hexam	167	334	Wingham	335	670
Hillston	681	1362	Wollongong	81	162
Inverell	697	1394	Woonona	75	150
Junee	442	884	Wyong	93	186
Kandos	221	442	Yass	280	560
Katoomba	105	210	Young	383	766
Kempsey	439	878			

TABLE H

All distances in Kilometres

From	Via	To	Total
Sydney	Albury/Corowa	Sydney	1256
Sydney	Albury/Wagga	Sydney	1166
Sydney	Armidale/Walcha	Sydney	1136
Sydney	Bathurst/Cowra/ Grenfell/ West Wyalong/ Ardlathan/Leeton	Sydney	1171
Sydney	Bega/Bombala	Sydney	1034
Sydney	Bega/Cooma	Sydney	950
Sydney	Bega/Cooma/Eden	Sydney	1068
Sydney	Bellingen/Coffs Harbour	Sydney	1138
Sydney	Canberra/Queanbeyan	Sydney	603
Sydney	Canberra/Yass	Sydney	628
Sydney	Cardiff/Mayfield	Sydney	324
Sydney	Cessnock/Kurri	Sydney	341
Sydney	Cessnock/Maitland	Sydney	380
Sydney	Collarenbri/Moree	Sydney	1552
Sydney	Cooma/Bombala/Bega/Eden	Sydney	1152
Sydney	Cowra/Canowindra	Sydney	660
Sydney	Cowra/Eugowra	Sydney	723
Sydney	Cowra/West Wyalong/Rankin Springs/Griffith	Sydney	1262
Sydney	Cowra/West Wyalong/Ardlethan Dorrigo/Coffs Harbour	Sydney	1041
Sydney		Sydney	1198
Sydney	Gilgandra/Coonabarabran	Sydney	1024
Sydney	Glenn Innes/Moree	Sydney	1422
Sydney	Glenn Innes/Moree/Inverell	Sydney	1497
Sydney	Gloucester/Dungog	Sydney	561
Sydney	Gloucester/Taree	Sydney	668
Sydney	Gloucester/Taree/Wingham	Sydney	674
Sydney	Gresford/Singleton	Sydney	500
Sydney	Kempsey/Wauchope	Sydney	894
Sydney	Maitland/Kurri	Sydney	357
Sydney	Mudgee/Bathurst/Lithgow	Sydney	681
Sydney	Mudgee/Kandos	Sydney	544
Sydney	Newcastle/Williamstown	Sydney	366
Sydney	Orange/Blayney	Sydney	538
Sydney	Port Macquarie/Kempsey	Sydney	886
Sydney	Port Macquarie/Kempsey/Wauchope	Sydney	902
Sydney	Port Macquarie/Wauchope	Sydney	816
Sydney	Tamworth/Armidale/GlennInnes/Inverell/Bingara/Manilla	Sydney	1408
Sydney	Tamworth/Gunnedah	Sydney	965
Sydney	Tamworth/Moree (via Narrabri)	Sydney	1348
Sydney	Tamworth/Moree (via Warialda)	Sydney	1352
Sydney	Tamworth/Quirindi	Sydney	880
Sydney	Toronto/Newcastle	Sydney	334
Sydney	Tumut/Wagga	Sydney	1013
Sydney	Warillda/Albion Park	Sydney	214

SCHEDULE 2

Procedure and Time for Adjustment of Rates and Amounts

1. The rates prescribed in Schedule 1 may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
2. Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Index \$	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	763.80	41.88
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	93.3	13.46
Insurances	ABS CPI Financial and insurance services, Insurance Services	124.9	12.93
Registration	ABS CPI, Transportation Group, Other Motoring Charges.	126.8	5.61
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	108.9	6.24
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	109.5	1.20
Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	111.6818	16.27
Administration	ABS CPI, All Groups, Sydney	112.5	2.40
Total			100.00

3. Each cost component shall be re-weighted after each adjustment.
4. The Union, the Industry Principal Contractors, and their nominated representatives shall confer with a view to reaching agreement on any application for adjustment.
5. If the combined benchmarks for the cost components of fuel, insurances, tyres, and repairs and maintenance move between adjustments to the extent that a variation to the total rates of more than either a positive or negative 2 per cent, then an interim adjustment to the rates may be applied for.
6. Any variation to rates payable within this determination shall take effect not earlier than the first full pay period to commence three (3) months after the date which such variation is approved by the Industrial Relations Commission of New South Wales. This shall not apply to any interim adjustment.