

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA23/03

TITLE: Contract for Services - Contract Carrier Time Critical Courier Sydney

CASE NO: 2023/256037

DATE APPROVED/COMMENCED: 24 August 2023

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces EA00/159

GAZETTAL REFERENCE: 8 September 2023 (395 I.G. 143)

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all Contract Carriers in NSW engaged by FedEx Express Australia Pty Ltd located at 201 Coward Street, Mascot NSW 2020, who fall within the coverage of the Transport Industry - Courier and Taxi Truck.

PARTIES:

FedEx Express Australia Pty Limited -&- Transport Workers' Union of New South Wales

**CONTRACT
FOR SERVICES**

**CONTRACT CARRIER
TIME CRITICAL COURIER SYDNEY**

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OPERATIVE PROVISIONS:

1. INDEPENDENT ADVICE

The Contract Carrier acknowledges that it has obtained professional legal advice (either through the Union or from another source independent of the Principal Contractor) prior to entering into this Contract.

2. GENERAL

- 2.1A This Agreement will cover all Contract Carriers whose services would otherwise be covered by the *Transport Industry – Courier and Taxi Truck Contract Determination*.
- 2.1 The Contract Carrier agrees to supply for at least 222 days per calendar year the Vehicle, and the services of personnel necessary to fulfil all aspects of this Contract without limitation including the carrying of such goods as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require.
- 2.2 This Contract applies to the provision of Services (as defined in clause 19 of this Contract) by the Contract Carrier in relation to the Principal Contractor's business.
- 2.3 This Contract commences on the Commencement Date and shall remain in force for a period of 3 years, provided that this Contract shall continue to remain in force beyond 3 years until it is terminated, replaced or superseded.
- 2.4 It shall be the responsibility of the Contract Carrier to comply with all Acts, laws and regulations relating to its obligations to any employee, contractor or agent of the Contract Carrier
- 2.5 This Contract shall operate in lieu of the "Transport Industry – Courier and Taxi Truck Contract Determination" and and/or the "Transport Industry – General Carriers Contract Determination".
- 2.6 The fees for Services and the other terms and conditions of the Contract have been mutually agreed between the Parties. The Contract Carrier expressly agrees that in entering this Contract, it does not rely on any representations, whether written or oral, other than those expressly contained in this Contract.
- 2.7 This Contract (and the policies and procedure in place and implemented by the Principal Contractor from time to time including operational procedures) is the entire Contract between the Parties.
- 2.8 This Contract may not be assigned by the Contract Carrier. The Principal Contractor may assign its rights and obligations under this Contract to another

- company and the Principal Contractor shall be required to advise the Contract Carrier's representatives of an impending assignment prior to any assignment.
- 2.9 Upon its termination for any reason, the obligations of the Parties relating to insurance, non-disclosure, confidentiality, indemnities, provision of assistance after termination survive and continue to apply.
- 2.10 The Contract Carrier indemnifies the Principal Contractor in respect of:
- a) wages, taxes, charges, costs and expenses and any other payments owed to employees, contractors or agents of the Contract Carrier; and
 - b) liability and expenses from any act by or on behalf of the Contract Carrier which is contrary to the Contract Carrier's obligations under this Contract.
- 2.11 The Contract Carrier shall not have any lien over the goods carried under this Contract.
- 2.12 The Contract Carrier shall not conduct business activities which are in direct conflict with the business activities of the Principal Contractor or which adversely impact on the Contract Carrier providing Services in accordance with this Contract. In conducting business activities beyond the scope of this Contract the Contract Carrier must ensure the logo and livery on the Vehicle are not utilised in a way which represents that the Principal Contractor is concerned in or associated with such business activities.
- 2.13 The Principal Contractor may from time to time require the Contract Carrier to provide it with copies of the following documentation: -
- a) any insurance policy referred to in clause 11;
 - b) the Contract Carriers ABN, ASC and/or ACN number; and
 - c) Prescribed Payment System or other taxation forms/certificates.
- 2.14 A Contract Carrier commencing after the Commencement Date of this Agreement must, before first commencing with the Principal Contractor, supply correctly detailed and signed documentation in accordance with Schedule 8. This requirement does not apply to existing contract carriers at the commencement of this contract as listed in Schedule 9 .
- 2.15 If the Contract Carrier commenced providing Services to the Principal Contractor after the 23rd August 1999, the Contract Carrier must be and remain an incorporated entity for this Contract to operate.
- 2.16 The Contract Carrier must supply a current mobile number and email address to FedEx. The mobile phone and email must be operational at all times as this is required as a communication method for FedEx to contact the Contract Carrier for work-related reason and for the Contract Carrier to make any outbound calls for reasonable work-related purposes. Contract Carriers will not be reimbursed for the cost of any calls made. This information will be confidentially stored within relevant FedEx system and will be removed from all FedEx systems once Contract Carrier has ceased providing services to FedEx.

3. CONTRACT CARRIER RELATIONSHIP

- 3.1 The Contract Carrier is an independent contract carrier that provides Services to the Principal Contractor under this Contract. Nothing in this Contract is intended to create an employment, agency, joint venture or partnership relationship between the Principal Contractor and the Contract Carrier (or its officers, employees or agents).
- 3.2 The Parties agree that any person employed or made available by the Contract Carrier to perform Services is solely an employee, contractor or agent of the Contract Carrier and the person concerned is not and will not be construed to be an employee, contractor or agent of the Principal Contractor.

4. SEVERABILITY

Any provision in this Contract which is held to be invalid or unenforceable is to be read down to the extent necessary so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract.

5. NOMINATED DRIVERS AND REPLACEMENT DRIVERS

- 5.1 The Contract Carrier agrees that any employee supplied by the Contract Carrier pursuant to this Contract, including the Nominated Driver or Replacement Driver, shall be at all times under the control of the Contract Carrier and the Contract Carrier shall retain all normal rights, powers and responsibilities of an employer including payment of wages, termination of employment, hours of work, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law.
- 5.2 The Contract Carrier shall not engage or use the services of a Replacement Driver for the Vehicle unless the Contract Carrier has written approval from the Principal Contractor that the Replacement Driver is capable and suitable to operate the Contract Carrier's Vehicle as a Replacement Driver and has provided evidence of insurance policies specified in clause 11 covering the Replacement Driver.
- 5.3 It shall remain the responsibility of the Contract Carrier to ensure that Nominated or Replacement drivers hold at all times a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Vehicle and immediately to notify the Principal Contractor if the licence is suspended or cancelled.
- 5.4 The Contract Carrier shall ensure that the Nominated Driver and Replacement Driver complies with the appropriate provisions of this Contract. This would include maintaining as current all mandatory insurance policies specified in clause 11 covering the Nominated Driver and any Replacement Driver and requiring all mandatory FedEx Courier training to be completed prior to any driving commencement.

- 5.5
- a) Any act, default, or fundamental breach by a Nominated Driver under this Contract shall be deemed to be the act or default or fundamental breach of the Contract Carrier.
 - b) Any act, default, or fundamental breach by a Replacement Driver under this Contract shall be deemed to be the act or default or fundamental breach of this Contract and the Contract Carrier (or the Contract Carrier's nominated representative) shall act immediately to remove and substitute the Replacement Driver.
- 5.6 Approval of any Replacement Driver in accordance with this clause 5, will only be given for periods in excess of 2 months.
- 5.7 All approved Replacement Drivers must provide their own appropriate safety footwear and wear clean and plain coloured appropriate clothing as approved by the Principal Contractor.

6. VEHICLE OF CONTRACT CARRIER

- 6.1 Schedule 1 shall apply;
- 6.2 It is essential that, unless otherwise agreed, the Contract Carrier supply a vehicle consistent with the configuration and specifications as contained in Schedule 1 and the balance of this clause;
- 6.3 Subject to clause 6.4, the Contract Carrier shall replace the vehicle before the vehicle is 7 years' of age with a new vehicle or a second hand vehicle.
- 6.4
- (a) If the Contract Carrier wants to continue to use the vehicle beyond the 7 year mark, then once the vehicle age reaches 6.5 years of age, the Contract Carrier must inform FedEx in writing that the Contract Carrier wishes to continue to use the vehicle beyond 7 years' of age and make the vehicle available for inspection by FedEx.
 - (b) A responsible officer of the Principal Contractor the Principal Contractor will conduct an annual inspection of any vehicle which is older than 7 years.
 - (c) A responsible officer of the Principal Contractor will reasonably determine if the appearance and reliability of the vehicle warrant an extension of an additional 12 months.
- 6.5 The Contract Carrier may replace their vehicle with a second hand vehicle subject to the following conditions:
- The Vehicle must be inspected and reasonably approved in writing by a responsible officer of the Principal Contractor.
 - Vehicles up to 2 Years of Age only shall be acceptable.
- 6.6 If the Contractor fails to comply with clause 6.3, FedEx may terminate this Agreement immediately in accordance with clause 13.
- 6.7 For the purpose of this clause the onus shall be on the Contractor to provide as and when required by FedEx, documentation reasonably satisfactory to FedEx regarding the age and/or condition of the Contractor's vehicle. Where such

documentation is not supplied as required, FedEx may reasonably determine the age and/or condition of the Contractor's vehicle for the purpose of this clause by reference to such information as it thinks appropriate;

- 6.8 In circumstances where a vehicle is unreliable or is not in suitable condition as reasonably determined by FedEx, the Contractor may be given 1 month's notice by FedEx to either bring the vehicle up to an acceptable standard or replace it with an acceptable vehicle. If the Contractor fails to take reasonable steps to comply with such requirement, FedEx may terminate the Agreement immediately in accordance with clause 13.
- 6.9 Where agreed by the Principal Contractor, the Contract Carrier may utilise a Vehicle of greater capacity, and with different specifications than those nominated by the Principal Contractor. Under such circumstances the Contract Carrier shall only be entitled to those rates and conditions relevant to the category of Vehicle as nominated by the Principal Contract and set out in Schedule 1. The acquisition of such a Vehicle shall not occur without the Principal Contractor agreeing to the acquisition of the Vehicle.

7. MAINTENANCE OF VEHICLE

- 7.1 The Vehicle shall at all times be maintained in a roadworthy and safe condition and remain in good order, condition and appearance.
- 7.2 The Vehicle shall at all times be equipped to ensure that loads are kept dry. The Vehicle shall also be equipped to ensure loads are secure and in a manner required by law.
- 7.3 All statutory and other charges associated with the running of the Vehicle including any registration or licence fees, road tax (if any), and all expenses for fuel, oil, tyres or similar running and maintenance costs, shall be borne and paid solely by the Contract Carrier without any recourse to the Principal Contractor.
- 7.4 Where the Principal Contractor damages the Contract Carrier's equipment, the Principal Contractor shall be responsible for the cost of repairs or replacement of such equipment damaged. Where the Contract Carrier damages the equipment, plant and/or building of the Principal Contractor, the Contract Carrier shall be responsible for the cost of repairs or replacement of any such equipment, plant or building damaged.

8. FEES FOR SERVICES

- 8.1 Schedule 2 deals with Fees for Service.
- 8.2 The Contract Carrier will submit as necessary an invoice (and supporting documentation if requested) to the Principal Contractor. The invoice should specify in a form approved by the Principal Contractor, the services provided during the relevant period and such information as is needed including any relevant GST.
- 8.3 The fees for Services will be made available weekly to the Contract Carrier by electronic funds transfer.

- 8.4 In the event that the Contract Carrier does not present the Vehicle or a suitable replacement Vehicle and/or fails to provide Services as required on any day for any reason then the Contract Carrier shall not receive any Fees for Services in respect of that day.
- 8.5 This clause only applies to Ansett Contract Carriers. Provided that clause 12 is not breached by the Contract Carrier and the Contract Carrier supplies a vehicle and personnel as noted in clause 2.1 of this Contract for at least 228 week days during the second and any subsequent calendar year, the Contract Carrier shall receive a completion fee equivalent to 3.75% of the Fees for Services received by the Contract Carrier from the Principal Contractor during that calendar year. There may be circumstances where the Principal Contractor shall pay the Contract Carrier a pro rata amount of the completion fee referred to herein. (i.e. Where the Nominated Driver of the Contract Carrier is permanently sick or physically disabled and the Contract Carrier ceases to provide Services to the Principal Contractor.)

9. GST

9.1 In spite of clause 8 and in accordance with Clause 2 "Method Of Adjustment" of Schedule 2, the following shall apply:-

- 9.1.1 This clause applies if either the Principal Contractor or the Contract Carrier (the **Supplier**) is or may become liable to pay goods and services tax (**GST**) in relation to a supply (a "**taxable supply**") to the other party (the "**Recipient**") under or in connection with this Agreement. In such circumstances the Contract Carrier and the Principal Contractor shall register for GST purposes.
- 9.1.2 The Fees For Services prescribed in Schedule 2 will be exclusive of GST. GST will be added if applicable.
- 9.1.3 The Fees For Services referred to in Schedule 2 take into account GST Change anticipated by the parties.
- 9.1.4 Any invoice raised in accordance with sub-clause 8.2 shall comply with all the necessary requirements stipulated under the GST Law for a GST Invoice.
- 9.1.5 The Principal Contractor may generate a Recipient Created Tax Invoice as defined under the GST Law. In such circumstances, the Contract Carrier will not be required to issue a GST Invoice as referred to in 9.1.4 of this Clause.

9.2 Variation Costs Sub Clause

9.2.1 This sub clause 9.2 applies if the Commission determines in the processes and proceedings that are referred to in Clause 2 "Method Of Adjustment" of Schedule 2, that a GST Change will result in:

- 9.2.1.1 decreasing the costs to the Contract Carrier of performing its obligations under this Agreement;

- 9.2.1.2 increasing the amount of any payment received by the Contract Carrier in relation to the performance of its obligations under this Agreement; or
- 9.2.1.3 reducing the payments the Contract Carrier is required to make in relation to any of its obligations under this Agreement (each of which is referred to as "**Decreased Costs**").

It also applies if the Commission determines that a GST Change will result in:-

- 9.2.1.4 Increasing the costs to the Contract Carrier of performing its obligations under this Agreement (after taking into account any input tax credits to which the Contract Carrier is entitled to or any liability for the Contract Carrier to recover any increased cost from another person);
 - 9.2.1.5 decreasing the amount of any payment received by the Contract Carrier in relation to the performance of its obligations under this Agreement; or
 - 9.2.1.6 increasing the payments the Contract Carrier is required to make in relation to any of its obligations under this Agreement (each of which is referred to as "**Increased Costs**"), after taking into account any input tax credits to which the Contract Carrier is entitled to or any liability for the Contract Carrier to recover any increased cost from another person.
- 9.2.2 If the Principal Contractor or the Principal Contractor's Representative believes that the Contract Carrier has or will incur Decreased Costs, it may provide the Commission with information stating the nature of the relevant GST Change and detailing what the Principal Contractor considers the effect of that GST Change is on the Contract Carrier's costs, receipts or payments.
- 9.2.3 The Principal Contractor may claim a reduction in consideration (excluding any GST) for the proportion of any decreased cost, increased receipt or decreased payment that directly relates to Decreased Costs (after taking account any increased costs).

9.2.4 The Contract Carrier:-

- 9.2.4.1 agrees shall be reduced from the date determined by the Commission by any amount which is determined as reasonable by the Commission to compensate the Principal Contractor for the Decreased Costs.
- 9.2.4.2 or the Contract Carrier's representative or the Union may dispute the Principal Contractor's claim.
- 9.2.4.3 agrees that the Contract Carrier; the Contract Carriers representative or the Union as appropriate shall provide to the Commission such information as is necessary to make a

reasonable determination of the effect of the GST Change on the Contract Carrier's costs, receipts or payments.

- 9.2.5 If the Contract Carrier reasonably determines that the Contract Carrier has or will incur Increased Costs due to a GST change, it may provide the Commission with information stating the nature of the relevant GST Change and detailing what the Contract Carrier considers the effect of that GST Change is on the Contract Carrier's costs, receipts or payments.
- 9.2.6 In completing the process as outlined in 9.2.5 of this Clause, the Contract Carrier may claim a increase in consideration (excluding any GST) for the proportion of any increased cost, decreased receipt or increased payment that directly relates to Decreased Costs (after taking account any increased costs).
- 9.2.7 The Principal Contractor:-
- 9.2.7.1 Agrees, the consideration payable by the Principal Contractor under this Agreement shall be increased from the date determined by the Commission by any amount which is determined as reasonable by the Commission to compensate the Principal Contractor for the Increased Costs.
- 9.2.7.2 or the Principal Contractor's representative or the Union may dispute the Contract Carrier's; the Contract Carrier's representative or the Union's claim.
- 9.2.7.3 Agrees the Principal Contractor and/or the Principal Contractor's representative shall provide such information to the Commission as is necessary to make a reasonable determination of the effect of the GST Change on the Contract Carrier's costs, receipts or payments.
- 9.2.8 In spite of this sub-clause 9.2, it is agreed that the parties shall comply with all necessary requirements of Part VB of the Trade Practices Act 1974 and the Price Exploitation And A New Tax System Principals And Guidelines (as varied and/or amended).
- 9.3 For the purposes of clause 9, "**GST Change**" means:
- 9.3.1 The introduction of a GST or a change in the **GST Law** or
- 9.3.2 The abolition of or a change in any other tax, duty or statutory charge accompanying or undertaken in connection with the introduction of a GST or a change in the GST Law and as referred in the Part VB of the Trade Practices Act 1974 and the ACCC Price Exploitation And A New Tax System Principals And Guidelines (as varied and/or amended)

10. GOODWILL/PREMIUMS

- 10.1 The Contract Carrier acknowledges that it has not paid the Principal Contractor or any third party any amount in respect of goodwill or as a premium for work (however described).

- 10.2 The Contract Carrier acknowledges that any goodwill associated with or attached to work to which this Contract relates is solely the goodwill of the Principal Contractor.
- 10.3 The Contract Carrier acknowledges and warrants that it has no right or entitlement whatsoever to assign, sell or transfer to any other person any alleged goodwill or premium associated with the Contract Carrier's vehicle or the performance by the Contract Carrier of the Services under this Contract.

11. INSURANCES

- 11.1 This Contract is made on the understanding that it shall be the responsibility of the Contract Carrier:-
- a) to obtain and maintain a public liability insurance policy for an amount of \$10,000,000 or as otherwise required by legislation in respect of any liability incurred by the Contract Carrier in supplying the services hereunder to the Principal Contractor. Such insurance policy must cover all aspects of the Services provided;
 - b) to obtain and maintain insurance sufficient and available to cover the Contract Carrier's obligation under clause 2.10 (b); and
 - c) to obtain and maintain a Workers Compensation Policy for the Nominated Driver and any Replacement Driver and any other workers engaged by the Contract Carrier in connection with the provision of the Services.
 - d) TDI Contractors will maintain current arrangements regarding marine cargo insurance. All other Contract Carriers will need to obtain and maintain a marine cargo insurance policy in the amount of \$150,000 in respect of any loss or damage to goods transported by the Contract Carrier on behalf of the Principal Contractor.
 - e) Where the Contract Carrier is not, or is not deemed to be, for the purposes of the Workers' Compensation Act (NSW) a worker, the Contract Carrier shall obtain and maintain a Personal Accident and Sickness, or Earnings Protection, Insurance Policy. Such policy shall as a minimum be for the value of the labour component of the Services.
- 11.2 The Contract Carrier shall take out and maintain a third party and comprehensive motor vehicle insurance policy.
- 11.3 The Contract Carrier shall forward to the Principal Contractor copies of all insurance policies effected by the Contract Carrier as required by clause 11.1 and 11.2 together with copies of all certificates of currency and/or renewal acknowledgments issued from time to time.
- 11.4 Where the Contract Carrier is required to obtain workers compensation insurance under clause 11.1 (c), the Principal shall reimburse the Contract Carrier for such workers' compensation premium up to a maximum of \$1,500 per annum (excluding GST) to be paid to the Contract Carrier, quarterly in arrears, subject to the Contract Carrier providing the Principal Contractor the receipt showing payment of the premium.
- 11.5 Where the Contract Carrier is required to obtain a Personal Accident and Sickness, or Earnings Protection, Insurance Policy under clause 11.1 (e), the Principal shall reimburse the Contract Carrier for such insurance premium up to a maximum of \$1,500 per annum (excluding GST) to be paid to the Contract

Carrier, quarterly in arrears, subject to the Contract Carrier providing the Principal Contractor the receipt showing payment of the premium.

12. DAYS ON WHICH SERVICES ARE TO BE PROVIDED:

The Contract Carrier must provide:

- 12.1 Unless otherwise agreed, the Contract Carrier's Vehicle and Nominated or Replacement Driver must be ready, willing, able and available for at least 222 week days per annum on the days the Principal Contractor makes generally available courier and local pick up and delivery services to its customer base;
- 12.2 It is the responsibility of the Contract Carrier to provide services on all days not declared as Public Holidays, between Monday and Friday inclusive, except as otherwise stated. Subject to clause 12.3 and Schedule 3 of this Contract, the Contract Carrier shall commence supplying Services at a time specified by the radio room or by a person in authority, and may cease supplying Services ten (10) hours after that time (not inclusive of a break in the continuity of Services provided by the Contract Carrier enabling the Contract Carrier or the Contract Carrier's personnel to take a meal break).The Contract Carrier shall commence providing Services at a time on or after 6.00a.m and cease providing Services no later than 7.00p.m.
- 12.3 Circumstances may arise where the Contract Carrier elects to provide Services before 6.00a.m. and/or after 7.00p.m. Where a Contract Carrier elects to provide services outside of the Service times nominated above, the Contract Carrier shall unless otherwise agreed still be required to supply Services as noted above.
- 12.4 The Contract Carrier and the Principal Contractor shall discuss and agree on the days services shall be provided by the Contract Carrier to the Principal Contractor. Such discussion and agreement shall ensure that the Contract Carrier is able to provide Services to the Principal Contractor on 228 week days each calendar year. Agreement of either party shall not be unreasonably withheld.
- 12.5 In providing services to the Principal Contractor, the Principal Contractor and the Contract Carrier may agree that the Contract Carrier is not required to maintain services for a continuous period during the course of the day (e.g. The circumstances as noted in sub-clause 12.2 of this clause). In such circumstances, the Contract Carrier shall not receive any fees for service for any such period when the Contract Carrier does not perform the services required by the Principal Contractor. If the Contract Carrier and the Principal Contractor agree to a long term variation of this clause, such variation must be in writing and the Contract Carrier must be allowed any reasonable request regarding the involvement of a representative including a representative of the Union.

13. TERMINATION OF CONTRACT

- 13.1 This Contract may be terminated by either party giving four (4) calendar weeks notice of intention to terminate this Contract at any time during the term of the Contract.

- 13.2 If the Contract Carrier has committed a fundamental breach of this Contract or otherwise repudiated this Contract, this Contract shall be suspended, and an inquiry by the Principal Contractor shall be held within one (1) working day, or as soon as practical if that is not possible, with the Contract Carrier and/or the Contract Carrier's representative including a Union Representative. If fundamental breach or other repudiatory conduct is not established by the Principal Contractor prior to the conclusion of the Principal Contractor's inquiry, the Contract Carrier shall be compensated for all fees the Contract Carrier would normally charge the Principal Contractor and this Contract shall resume. If that fundamental breach or other repudiatory conduct is established the Contract shall immediately terminate unless clause 5.5(b) applies and is complied with by the Contract Carrier.
- 13.3 Where the conduct of the Contract Carrier or its Nominated or Replacement Driver falls within the list below, such actions shall constitute a "fundamental breach" for the purposes of this Contract:-
- (a) Consuming alcohol immediately before or while supplying the Services pursuant to this Contract or being illegally under the influence of alcohol.
 - (b) Being under the influence of drugs (other than those prescribed by a medical practitioner for medicinal purposes provided such drugs do not carry a warning against a person operating a vehicle) while supplying the services as aforesaid;
 - (c) Being fraudulent, including, falsifying documents relating to the business of the Principal Contractor, or deliberately incorrectly stating weights, fees, hours and/or kilometres travelled;
 - (d) Being dishonest or negligent; or
 - (e) Deliberate disclosure of false information at the time of application to become a Contract Carrier;
 - (f) Deliberate disclosure of any confidential information about either the Principal Contractor or its clients whether of an identified commercial nature or not;
 - (g) Being unreasonably objectionable or abusive to either the Principal Contractor or to any other person during the course of performing the obligations under this Contract. (Note: An investigation shall take place prior to Suspension of this Contract with the Contract Carrier's representatives)
 - (h) Unreasonably failing or refusing to fulfil an express and essential condition of this Contract;
- 13.4 Clause 13.3 shall not be read so as to limit or exclude any other action, which may constitute a fundamental breach of this Contract.
- 13.5 Without limiting the operation of clause 13.3 above, where the Contract Carrier fails satisfactorily to provide Services, the following process shall prevail:-
- (a) In the first instance, the Principal Contractor shall advise the Contract Carrier of a breach of this Contract.

- (b) In the event of a subsequent breach of this Contract, the Principal Contractor shall issue a written advice to the Contract Carrier to the effect that any further breach may result in the termination of this Contract.
 - (c) In the event of a subsequent breach of this Contract, the Principal Contractor shall issue a written advice to the Contract Carrier to the effect that any further breach will result in the termination of this Contract.
 - (d) After the issuing of the written advices as noted in paragraphs (b) and (c) above, any subsequent breach of this Contract shall result in immediate termination of this Contract for Cause.
- 13.6 Upon termination of this Contract in any manner all fees for Services due and owing to the Contract Carrier shall be paid by the Principal Contractor provided that items supplied by the Principal Contractor have been returned.
- 13.7 Should the Principal Contractor decide to cease carrying on its business, six (6) calendar weeks notice of the intention to terminate shall be given to the Contract Carrier.

14. SALE OF VEHICLE

Not used

15. SETTLEMENT OF INDUSTRIAL DISPUTES

In the event of an industrial dispute:

- (a) The Contract Carrier's representative and/or the delegate shall negotiate with the appropriate Manager or Supervisor of the Principal Contractor;
- (b) If negotiations are unsuccessful, a "cooling off" period of twenty four (24) hours shall be observed before further action is taken by either party;
- (c) If the dispute is not resolved, the Union organiser shall take the matter up with the Principal Contractor or his nominee;
- (d) If negotiations are unsuccessful the parties shall take the matter to the Commission for resolution;
- (e) At all times, whilst these steps are being pursued the Contract Carrier shall supply the Vehicle to the Principal Contractor in accordance with the terms and provisions of this Contract.

16. WAIVER

- 16.1 The failure, delay or relaxation by a Party in exercising any power or right under this Contract does not operate as a waiver of that power or right. The exercise of a power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this Contract.

- 16.2 A power or right may only be waived in writing, signed by the party to be bound by the waiver. The waiver of a breach of any provision of this Contract does not constitute a waiver of any prior, concurrent or subsequent breach of this Contract.

17. CONFIDENTIALITY

- 17.1 The Contract Carrier acknowledges that the property of the Principal Contractor includes, and will at all times include, all confidential information and all records, documents, accounts, customer lists, computer disks, computer programs, computer tapes and other computer media, correspondence and letters, manuals, materials and papers of every description, including all copies or extracts, within the Contract Carrier's possession or control relating to the affairs or business of the Principal Contractor and belonging to the Principal Contractor which may come into the Contract Carrier's possession in the course and by reason of the provision of any Services under this Contract, whether or not they were originally supplied by the Principal Contractor.
- 17.2 Whether during the performance of the Services under this Contract or at any time thereafter, the Contract Carrier hereby undertakes not to use or disclose to any person any confidential information of or relating to the Principal Contractor with which the Contract Carrier has come into contact as a result of this Contract or the provision of Services under this Contract or any trade or business secret of which the Contract Carrier becomes aware of while engaged in any capacity and the Contract Carrier will endeavour to prevent the use or disclosure of any such information to or by third parties.
- 17.3 The Contract Carrier shall ensure that the Nominated Driver and any Replacement Driver comply with this clause.

18. Minimum Earnings for Contract Carriers.

- 18.1 The Principal Contractor shall top up the earnings of any Contract Carrier earning below the Safety Net over a Safety Net Period.
- 18.2 **Safety Net** means the Minimum Safety Net Payment for the Contract Carrier under the Transport Industry - Courier and Taxi Truck Contractor Determination (**Determination**), less any superannuation contribution paid to the Contract Carrier under this Agreement.
- 18.3 **Safety Net Period** means each two month period referred to in clause 12.2.8 of the Determination.
- 18.4 The Principal Contractor may terminate the engagement of a Contract Carrier in circumstances where a Contract Carrier unreasonably fails to earn the Safety Net for three (3) separate Safety Net Periods.

19. DEFINITIONS

(a) In this document: -

"Ansett Contract Carrier" means a Contract Carrier who was engaged by the Principal Contractor prior to Commencement Date and previously covered under the Ansett Couriers -Sydney Contract Agreement 2000, as amended.

"TDI Contract Carrier" means a Contract Carrier who was engaged by the Principal Contractor prior to Commencement Date and previously covered under the TNT Domestic and International Express Local Courier Agreement 1999.

"Bank Runs" means the performance of a regular and routine contract of carriage which in the main relates to the picking up and/or delivering of goods for banks, financial institutions and /or other organisations including or similar to the TAB and the Lotteries Office.

"Cause" means fundamental breach of this Contract, repudiator conduct or providing unsatisfactory levels of services after (in the case of the last of these) having all reasonable opportunity to correct the identified shortcomings.

"Commencement Date" means the date this Agreement is approved by the Commission.

"Commission" has the meaning given to that expression by the Act.

"Contract" means this Contract (as varied from time to time) including the Schedules to this Contract and the documentation referred to in Clause 2.6 of this Contract.

"Contract Carrier" means the legal person performing Contracts of Carriage under this Agreement.

"Contract Carrier's Representative" includes any nominated and/or elected union official, delegate and/or co-delegate.

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

"Exclusive Hire" means contracts of carriage which on any day are performed by the Contract Carrier exclusively for one client of the Principal Contractor or for the Principal Contractor in respect of Express Road/Air Freight Work (as defined) or Bank Runs (as defined).

"Express Road/Air Freight Work" means the transportation of goods generally from places within, to places outside, the County of Cumberland, and vice versa, generally, but not exclusively, on an overnight basis and using a transportation system commonly known in the transport industry as "Freight Consolidation" and by means of interstate, intrastate and/or metropolitan road and/or air freight services.

"GST" means a tax, levy, duty, charge or deduction, imposed by or under a GST Law.

"GST Invoice" means a tax invoice under GST Law.

"GST Law" means the same as in the A New Tax System (Goods & Services Tax) Act 1999 or any other law amending, varying or operating in lieu of A New Tax System (Goods & Services Tax) Act 1999.

"Goods" means materials and substances of all descriptions and includes documents, packages, property, parcels or articles of any kind or description.

"New Vehicle" means a vehicle agreed by the Principal Contractor in writing and in advance of acquisition, and acquired from a licensed new vehicle dealer without any intermediate operators and acquired at a Price.

"Nominated Driver" refers to the person or persons nominated as a driver by the Contract Carrier and approved to drive on behalf of the Contract Carrier by the Principal Contractor.

"Party" means the Principal Contractor the Contract Carrier, as applicable.

"Principal Contractor" means FedEx Express Australia Pty Ltd or any other business/trading name which may apply from time to time.

"Replacement Driver" refers to the person or persons nominated as replacement driver by the Contract Carrier and approved to drive on behalf of the Contract Carrier by the Principal Contractor in accordance with clause 5.

"Retail Market Value" shall be determined by averaging 3 written assessments from licensed motor vehicle dealers, one of which is selected by the Principal Contractor, one of which is selected by the Contract Carrier and one of which is selected by both Parties in concert (or failing agreement, selected by application of the Settlement of Disputes Procedure in this Contract). Retail Market Value will include any GST applicable.

"Second Hand Vehicle" means a Vehicle as referred to in clause 6.5 of this Contract.

"Services" means all duties associated with any Contract of Carriage involving the collection and delivery of Goods from time to time and between such places in a timely and effective manner as required by the Principal Contractor in accordance with this Contract, including but not limited to:

- Courier jobs;
- Express Road/Air Freight Work;
- Exclusive Hire jobs;
- Bank Runs;
- loading Goods onto and unloading Goods from the Contract Carrier's Vehicle;
- removing and placing Goods on and off a conveyor or a like system;
- sorting and checking Goods against consignment notes;
- verifying all consignments for damage, shortage or dangerous Goods (and advising the Principal Contractor of any non-conformance);
- ensuring the safe loading and the protection and security of Goods at all times during the provision of the Services;

- delivery of consignment notes, satchels or any other Principal Contractor stationery, which a customer may require from time to time;
- the pick up of money and/or cheques on behalf of the Principal Contractor from clients/customers;
- using radio equipment and all other types of equipment and technology;
- completing paperwork and documentation including consignment notes and customs declarations, including ensuring that the customer signs the documents and the Driver also signs dates and completes relevant documents prior to departing the customers premises;
- all other incidental or related tasks (including the tasks to which the procedures referred to in subclause 2.7 of the Contract relate); and/or
- the promotion and advertising of the Principal Contractor's brand name by the Contract Carrier:
 - (i) providing a Vehicle with the Principal Contractor logo and/or in the Principal Contractor corporate livery;
 - (ii) ensuring the driver of the Contract Carrier's Vehicle wears the appropriate uniform with the Principal Contractor logo as provided by the Principal Contractor from time to time.(Note: The current arrangements with respect to uniforms shall vary only after consultation with the Contract Carrier's representatives.), and;
 - (iii) ensuring that the image of the Principal Contractor logo and corporate livery is presented consistent with Principal Contractor's corporate identity policy.

In clause 9 of this Contract, "**Supply**" and "**Supplied**" means the same as in the GST Law.

"**TWU**" means the union acting as an agent on behalf of the Contract Carrier.

"**Terminal**" means the terminal or terminals nominated by the Principal Contractor from time to time. The Principal Contractor may nominate more than one location to be a terminal at any one time. At the Commencement Date of this Contract, there are 2 terminals located in Sydney.

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

"**Vehicle**" means a vehicle of a type and age and with mechanical and carrying specifications being a vehicle supplied by the Contract Carrier for the purpose of the Principal Contractors' operations under this Contract and the term includes any replacement vehicle. Where there is a reference in this document to a Vehicle being of a certain "Years of Age" the Years of Age of the Vehicle shall be calculated in accordance with this subclause.

- (i) The primary reference point for determining a Vehicle's Years of Age is the year of first registration. For example, if a Vehicle was first registered on 30 June 1994 then, subject to (ii), it will be taken on 1 July 1999 to be 5 Years of Age.
- (ii) There is one exception to this in a situation where there is a difference between the year of manufacture of the Vehicle and the year its first registered. If there is a difference between the year of first registration and the date of manufacture,

the Vehicle's Years of Age shall be measured as from its date of first registration. For example, if the date of manufacture of the Vehicle mentioned in (ii) had been 30 June 1993 and its date of first registration was 30 June 1994 its Years of Age would be measured as from 30 June 1994 with the result that, as at 1 July 1999, it would be also 5 Years of Age.

20. FREEDOM OF ASSOCIATION AND UNION DELEGATES

- 20.1 The Company recognises the TWU as the union capable of representing Contract Carriers under this agreement.
- 20.2 A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier shall, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.
- 20.3 An accredited Delegate shall 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.
- 20.4 Accredited Delegates shall be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.
- 20.5 Delegates shall be entitled to attend TWU Training Days as follows:
 - a) The Company shall permit elected TWU Contract Carrier Delegates to attend up to 10 TWU Training Days each, within each year of the operation of this Agreement.
 - b) Limited to 2 TWU Contract Carrier Delegate per meeting.
 - c) The notification and payment arrangements for attendance at TWU Training Days will be as per current practice.

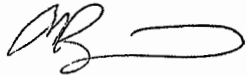
21. NOTIFICATION OF SIGNIFICANT CHANGE

This subclause will apply where the Company has made a decision to introduce significant change. As soon as practicable, the Principal Contractor will consult with relevant Contract Carriers the introduction of the significant change and discuss the effect the change is likely to have on the Contract Carriers.

22. EXECUTION

Signatories

SIGNED by **FEDEX EXPRESS AUSTRALIA PTY LIMITED**
ABN 41 000 495 269 pursuant to section
127(1) of the Corporations Act 2001:



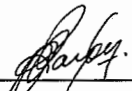
(signed)
Secretary

Michael Brennan

Name of Secretary
201 Coward Street, Mascot, 2020

11.08.2023

Date:



(signed)
Director

Peter Lanagley

Name of Director
201 Coward Street, Mascot, 2020

11th August, 2023

Date:

SIGNED by the **TRANSPORT WORKERS'
UNION OF NEW SOUTH WALES:**



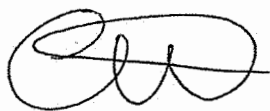
(signed) Secretary

Richard Olsen

Name of Secretary

10 August 2023

Date:



(signed)
Witness

Gavin Webb

Name of Witness

10 August 2023

Date:

SCHEDULE 1

The required configurations and specifications of the Contract Carrier's vehicle shall unless otherwise agreed be as noted below:

Category of Vehicle	Configurations & Specifications
1 tonne vehicle	<p>The vehicle supplied shall be a medium to long based white vehicle with a deadweight carrying capacity of less than 1.5 tonnes.</p> <ol style="list-style-type: none">1. The vehicle shall:<ol style="list-style-type: none">a. have fully incorporated within the body of the vehicle the driver's compartment behind which the freight compartment shall be located, or;b. be a table top with at least 1 metre high mesh gates and waterproof canvas tarpaulins capable of carrying one full-sized pallet and being able to be securely padlocked or;c. have a pantechnicon fitted with a roller shutter or double metal-sheeted doors capable of being securely padlocked and being able to carry one full-sized pallet.2. All doors on the vehicle shall be capable of being locked.3. Principal Contractor will advise the Contract Carrier in writing when FedEx decals will be fitted to the vehicle. <p>The completed work shall be reviewed to meet the agreed specifications of both parties with any variations being rectified as soon as reasonably practicable.</p>

SCHEDULE 2

FEES FOR SERVICES

1. FEES FOR SERVICES

The following fees for services shall be paid by the Principal Contractor to all Contract Carriers performing jobs pursuant to this Agreement:

				Rates effective 1st March 2022 (inc fuel & super)					
				Unit rate = 0.29					
Rate	Abbrev	Description	Type	Min Cost	Min Units	Base Cost	Base Units	Cost	P/Unit
1	SC	STANDARD COURIER	Kms	5.36		4.18		0.59	1
2	ST	SC TAXI TRUCK	Kms	11.92		10.74		0.59	1
3	ST1	SC TAXI TRUCK 1	Kms	20.58		19.40		0.59	1
4	ST2	SC TAXI TRUCK 2	Kms	22.08		20.90		0.59	1
5	ST3	SC TAXI TRUCK 3	Kms	26.19		25.00		0.59	1
6	ST4	SC TAXI TRUCK 4	Kms	28.05		26.87		0.59	1
7	ST5	SC TAXI TRUCK 5	Kms	43.59		41.80		0.89	1
8	SCW	SC WEIGHT	Kgs						
		1 - 25 =						0.00	
		26 - 50 =						1.79	
		51 - 75 =						3.00	
		76 - 100 =						4.18	
		101- 125 =						5.37	
9	SWT	SC WAITING TIME	Min					2.08	5
10	STW	SC TT WAITING TIME	Min					2.08	5
11	SXD	SC EXTRA DROP	Pcs					4.18	1
12	SCF	SC FUTILE CALL	Fla					5.92	1
21	PC	PREMIUM COURIER	Kms	10.74		8.36		1.19	1
22	PT	PC TAXI TRUCK	Kms	17.31		14.92		1.19	1
23	PT1	PC TAXI TRUCK 1	Kms	25.97		23.58		1.19	1
24	PT2	PC TAXI TRUCK 2	Kms	27.46		25.08		1.19	1
25	PT3	PC TAXI TRUCK 3	Kms	31.57		29.17		1.19	1
26	PT4	PC TAXI TRUCK 4	Kms	33.45		31.05		1.19	1
27	PT5	PC TAXI TRUCK 5	Kms	87.17		83.60		1.78	1
29	PWT	PC WAITING TIME	Min					2.08	5
30	PTW	PC TT WAITING TIME	Min					2.08	5
31	PXD	PC EXTRA DROP	Pcs					8.36	1
41	DC	DIRECT CAR	Kms	16.09		12.53		1.77	1
42	DT	DC TAXI TRUCK	Kms	22.65		19.10		1.77	1
43	DT1	DC TAXI TRUCK 1	Kms	31.31		27.75		1.77	1
44	DT2	DC TAXI TRUCK 2	Kms	32.80		29.26		1.77	1
45	DT3	DC TAXI TRUCK 3	Kms	36.91		33.35		1.77	1
46	DT4	DC TAXI TRUCK 4	Kms	38.78		35.23		1.77	1
47	DT5	DC TAXI TRUCK 5	Kms	130.76		125.40		2.69	1
49	DWT	DC WAITING TIME	Min					2.08	5
50	DTW	DC TT WAITING TIME	Min					2.08	5
51	DXD	DC EXTRA DROP	Pcs					12.53	1
81	EH	EXCLUSIVE HIRE	Min					36.05	60
85	RN	RUNNING	Kms					0.59	1
91	POT	PATIENT ON TABLE	Kms	21.44		16.71		2.36	1

- (a) **HOURLY (EXCLUSIVE HIRE) RATES** - the Determination hourly rate for class of vehicle over 1 tonne and up to 1.5 tonne (currently \$36.05 rate) as varied from time to time, plus a Flag-Fall of 30 minutes of the hourly rate to be paid once per exclusive hire engagement.

The Hourly (exclusive hire) rates will be paid at a rate of time and a half for each hour services provided between Midnight and 0600 hours Monday to Friday.

The Hourly (exclusive hire) rates will be paid at a rate of time and a half for each hour services provided on Saturday.

The Hourly (exclusive hire) rates will be paid at a rate of double time for each hour services provided between on Sunday and Public Holidays.

To be paid in 15 minute increments rounded up to the nearest 15 minutes.

- (b) FUTILE CALL-\$5.92
- (c) OUT OF AREA JOBS-Ad-hoc Contracts of Carriage which require a pick-up and/or delivery outside the County of Cumberland As per "**Direct Car**" rates
- (i) **Direct Car Rate** -The Direct car rate for 'Out of Area' deliveries is inclusive of return for the Contract Carrier to the edge of the County of Cumberland and no additional charge is payable for the return leg.
- (ii) **Single Consignment** – Single Adhoc Contracts of Carriage which require a pick up and/or delivery outside the County of Cumberland As per "Direct Car" rates.
- (iii) **Multiple Consignments** – Multiple Adhoc Contracts of Carriage which are picked up from the same location/customer with 2 or more delivery locations outside the County of Cumberland shall be paid on the total KMs only, one way only, utilising "Direct Car" rates based on the most direct route.
- (iv) **Returns** – Should a customer require a return of a delivery 'Out of Area' then the Contract Carrier will be paid an appropriate service and unit rate from the suburb on the edge of The County of Cumberland to the delivery point. For example, Mascot to Gosford to Mascot would be paid as Direct Car Mascot to Gosford plus Direct Car Brooklyn to Mascot.
- (d) **Regular/Permanent/Work/Runs** - For regular and/or permanent runs, including out of area work (Eg Regional Milk run) a negotiated rate (SET) will apply.
- (e) **Multiple Consignment Bookings** - For multiple consignments which are picked up from the same location/customer at the same time, by the same Driver and delivered to same destination at the same time a single Contract of Carriage (i.e. one job) shall be paid.
- Example:
4 Jobs booked by customer to the same destination
From: Arndell To: Botany
Picked up by the Driver at the same time and delivered at the same time will be paid as one applicable job, regardless of the number of consignments.
- (f) **RUNNING**-Will be paid the appropriate fees for services per kilometre where it is reasonable to presume that the driver would be financially disadvantaged by being directed

to travel more than 8 kilometres to pick up a job. The payment of any running dockets is at FedEx management discretion to confirm any instance of a courier being financially disadvantaged by an allocation of a job.

(g) TOLLS

- I. SYDNEY HARBOUR BRIDGE AND SYDNEY HARBOUR TUNNEL TOLLS ONLY - To be paid for by the Principal Contractor when incurred whilst Contract Carrier is performing the Services for the Principal Contractor.
- II. ALL TOLLS - To be paid for by the Principal when Contractor is performing Life Threatening (LT) and Patient on Table (POT) jobs.
- III. Other tolls may be paid by the Principal Contractor at its sole discretion where it determines that use of a toll road by the Contract Carrier is required. Query Channel or Radio Operator will send message back to the Contractor confirming if the toll claim has been approved or rejected.
- IV. In order to be reimbursed for tolls in accordance with this clause, the Contract Carrier must request payment of toll amount via messaging on their company provided mobile worker device. The Principal Contractor may also request evidence of tolls claimed by the Contract Carrier in the form of an electronic statement from the Contract Carriers toll tag provider. Failure to provide reasonable evidence will result in non-reimbursement of tolls claimed. The Principal Contractor will reimburse for tolls in a reasonable timeframe.

2. METHOD OF ADJUSTMENT

For the avoidance of doubt, the Unit Rates in Schedule 2 will not increase, notwithstanding any increases in or variations to the Transport Industry - Courier and Taxi-Truck Contract Determination.

3. ADDITIONAL FEES

3.1 Making Good Contract Carriers Vehicles.

- (a) Upon termination of this Agreement and upon replacement of the Vehicle by the Contract Carrier in accordance with clause 6, the Principal Contractor shall pay reasonable costs for the removal of all signwriting and shall make good the affected areas of the vehicle. At the Principal Contractor's discretion this Clause may not apply where the Contract Carrier has repudiated his/her contractual obligations. or the Contract Carrier resigns within 12 months of commencing with the Company. The reasonable costs will be determined by the parties obtaining three quotes and selecting the lowest quote.
- (b) Upon termination of this Agreement and upon replacement of the Vehicle by the Contract Carrier in accordance with clause 6, the Principal Contractor shall pay reasonable costs for the removal of equipment supplied by the Principal Contractor and shall make good the affected areas of the vehicle. The Principal Contractor may determine that this Clause does not have effect if the Contract Carrier has repudiated his/her contractual obligations. The reasonable costs will be determined by the parties obtaining three quotes and selecting the lowest quote.

3.2 Superannuation

- (a) In addition to the fees for services pursuant to Schedule 2 of this contract, the Principal Contractor shall make superannuation contributions in the amounts of \$7.60 per day for vehicles or \$7.30 per day for bikes, with a maximum of 5 days per week.
- (b) The above additional superannuation payment will be made for each working day the Contract Carrier provides services and for up to 22 working days that the Contract Carrier does not provide services in a calendar year.

Contract Carrier may elect a superannuation fund into which superannuation contributions will be made in accordance with this clause. If the Contract Carrier does not nominate a particular complying fund, contributions will be made on behalf of the Contract Carrier to TWUSUPER.

SCHEDULE 3
(as amended January 8 2013)

TIME CRITICAL COURIERS RADIO PROCEDURE

There will be a basic allocation proceeding system with the operator dispatching jobs in a prompt and efficient manner. Global Positioning Systems (GPS) will be used for tracking of vehicle positions at all times whilst performing contracts of carriage. Contract Carriers consent to the Principal Contractor (and any related body corporate of the Company) installing, maintaining and using GPS. Query activity shall be conducted using driver preset messaging protocol as well as Push to Talk as the secondary query protocol.

SERVICE REQUIREMENTS

STANDARD

A 150 minute delivery service from booking and subject to a 20 Km radius from pick up.

PREMIUM

A 90 minute delivery service from booking and subject to a 20 Km radius from pick up.

DIRECT

Picked up by the first available car and carried Non-Stop with a proof of delivery given upon drop. Any pick - up longer than call times or delay in transit must be notified to the operator. Normal delivery service times= 60 min subject to 20km radius from pick up.

TIME CRITICAL COURIERS RADIO PROCEDURE

1. ORDER OF ALLOCATION

This refers to the order which the Radio Operator allocates jobs. Criteria will be based on the jobs you currently hold as well as your position at the time of allocation (position will be based on a vehicles GPS position) and any future commitments.

At all times service to the customer is paramount and will be the major factor in determining vehicle suitability by the allocator

- 1 Proceeding car -- 10 mins pickup (forward and rearward)
- 2 Vacant/Dropping car-- 10 mins pickup (forward and rearward)
- 3 Proceeding car -- 20 mins pickup (forward only)
- 4 Vacant/Dropping car -- 20 mins pickup (forward and rearward)
- 5 Best or most suitable car to cover the job within the service parameters

No Rank system exists under this model.

1. Proceeding Car.- A car that is currently holding jobs which will travel in the same direction as the Job Being Allocated (JBA).
 - a) Proceeding car 1st stage - 10 mins pickup (forward and Rearward)
 - b) Proceeding car 2nd stage - 20 mins proposed at 20 mins pickup (Forward only)

The maximum number of jobs held by a car considered proceeding are 3x PC's or 6x SC's. The allocator must be satisfied that the driver is able to service jobs currently held before allocating more jobs to that driver.

2. Vacant/Dropping Car

- a) Vacant/Dropping car 1st consideration - 10 mins pickup (forward and rearward)
- b) Vacant/Dropping car 2nd consideration - 20 mins pickup (Forward and rearward)

2. EXCLUSIVE HIRE

When a car is booked on an Exclusive Hire basis he/she will not be allocated jobs ahead of cars not on Exclusive Hire, unless there are no cars that are able to service the job within the specified time at which point, the EH car will be contacted (message or voice) in order to determine car's availability for the job in question.

3. PERMANENT JOBS

All new permanent jobs shall be advertised to the fleet (on noticeboard and through group messaging) for a period of at least one week.

Drivers will be awarded permanent work taking into account, their vehicle suitability, existing work commitments as well as seniority. Eligibility formula to be calculated as per Schedule 6.

4. OUT OF AREA JOBS - As per 1A. (Direct Car Rate)

NOTE: Any driver winning such a booking with permanent jobs later that day must be able to return to the Sydney Metropolitan Area within 1 hour of their run or commitment starting and advise the Operator of his/her return.

Drivers must comply at all times with the current Time Critical OHS fatigue questionnaire in Schedule 5.

5. VACANT CARS

To be considered 'Vacant', a car must drop his last job and scan the job delivered and message or enter in his/her hours for all EH jobs

Where two cars are vacant within a 10 minute pickup time of the job to be allocated, the operator will allocate the job to the longest vacant car. For all other work, the closest car to the pickup will be given preference

6. START AND FINISH

All drivers will have a pre-agreed start time. This will be automatically entered into the dispatch system.

Upon logon drivers will automatically appear on the despatch screen and be eligible for work.

Drivers must however also use the messaging to acknowledge their start and finish.

Any driver unable to provide services on any day must or has a need to vary the pre-agreed start time on any given day must inform the, Fleet Manager (Radio Room supervisor) immediately

The finish time will be taken as the scanner logoff time or goodnight message time. Drivers however must be available for work for at least 10 hours from the pre-agreed (or varied with approval) start time and must complete all work already allocated to them prior to signoff.

7. JOB SHEET ENTRIES AND CHARGES

Any driver claiming weight surcharges, waiting time, Exclusive Hire charges etc. must where possible have the relevant job title reference number and excess charges either initialed or signed by the client or agent. This will normally be done after 4pm each day. Updates must be called in by drivers by 10am Monday of the next week at the latest

8. SNIPING AND TOUTING

(i.e. taking a booking not allocated to you and touting or soliciting clients for jobs)

(a) SNIPING

Knowingly taking a booking not allocated to you will not be tolerated under any circumstances.

(b) TOUTING FOR JOBS

The only time a driver may tout or solicitor jobs from a client is by first receiving permission from the Radio Operator. Unauthorised touting will not be tolerated, and the offending driver will not receive fees for any job(s) touted.

9. ALLOCATED JOB QUERY OR REFUSAL

a. In the first instance, the driver is to contact the radio operator and discuss the reason for refusal

b. If the allocation is not resolved, it will be referred to the radio room supervisor who will then contact the driver immediately

c. If the allocation is not resolved, it will be referred to the fleet manager who will then contact the driver immediately

d. Should matter remain unresolved at (b), the job will be re-allocated and the driver in question will be required to meet with the Fleet Manager no later than 24hours (max next business day for Fridays) of the allocation to further discuss the matter. Until that meeting is held, no other work will be allocated to the driver in question

At this point the provisions of clause 12(a) shall apply.

10. GENERAL

(a) The principle of 6x SC or 3x PCs or 1x DC, Move-On" will apply. This simply means that once a car has any of the above-mentioned jobs on board they must move off in the direction of their jobs, unless allowed to hold by the Radio Operator.

(b) Cars are considered proceeding upon allocation of a booking.

(c) Cars with permanent commitments will be considered proceeding towards the point of pick-up 60 minutes prior to booking time.

(d) Cars with late 'back-by' freight will only be considered proceeding for 90 minutes from allocation.

- (e) Return bookings and Follow On are considered as one booking, although cars may only be considered proceeding in one direction at a time.
- (f) Drivers will be required to select the appropriate channel on the P2T at all times or when moving to a different channel area.
- (g) The Motorbike 'exclusive' area includes the City of Sydney and directly adjoining suburbs plus Glebe, North Sydney, Milsons Pt, Kirribilli, St Leonards and the North Eastern suburbs
- (h) Radio Operators may allocate jobs to any suitable car in an effort to maintain service standards, including vacant cars over cars with aged jobs on board.
- (i) From time to time customer service requirements may require the above procedures to be varied for one particular job. in the event that this occurs the Radio Operator will state the reasons why.
- (j) Taking into account (h) and (i), where reasonable, Radio Operators may allocate jobs to any suitable car in an effort to minimise Safety Net minimum top up payments being required to a particular Courier.
- (j) Deliberate breaches of the above Radio Procedures will result in disciplinary action as per clause 11.
- (k) Radio Room -- At no time are drivers to frequent the Radio Operator's booth, either inside or outside of working hours.
- (l) The dispatcher allocating late afternoon work shall take into account drivers' regular start, finish time and home direction where possible or practical.
- (m) The Union delegate is able to request group broadcast to drivers regarding work related issues only. Comments considered unreasonable by management shall be excluded.
- (n) The Dispatcher shall periodically announce all work on cover as well as give guidance to the fleet as to the general location of vehicles & work patterns throughout the day. The frequency shall be determined subject to work volumes.
- (o) A monthly report shall be posted on the noticeboard showing a list of all courier drivers, along with the corresponding job types performed by each driver, in total for that month (eg. SC,PC,DC,EH,SET,TT,etc..}. Driver names and numbers shall be suppressed for privacy.
- (p) Drivers given local jobs should still be considered vacant for the JBA under the condition that the driver can service the JBA after completing the local job.
- (q) In cases where two drivers are vacant in the same suburb, the longest vacant car will be given preference for JBA emanating in that suburb or adjoining suburbs.

11. DESPATCH VALIDATION

The Radio Room supervisor shall conduct a regular audit measuring allocation activity to determine whether the allocations made in that time comply with the allocation procedures set out in this document.

12. TIME CRITICAL PENALTIES FOR BREACHING SCHEDULE 3 OF THIS CONTRACT

Despite clause 13.5 of this Contract, the following penalties for breaching Schedule 3 shall apply:-

- (a) **Allocated Job refusal -**
- First Occasion – Clause 9 applies
 - Second Occasion – Clause 9 & One days Suspension of this Contract
 - Third Occasion – Clause 9 & One week Suspension of this Contract
- (b) **Deliberate Breach Service Criteria Within Metropolitan Area -**
- First Occasion - Advise the Contract Carrier of a breach of this Contract
 - Second Occasion - One days Suspension of this Contract
 - Third Occasion - One week Suspension of this Contract
- (c) **Daily Start And Finish Times**
- First Occasion - Advise the Contract Carrier of a breach of this Contract
 - Second Occasion - One days Suspension of this Contract
 - Third Occasion - One week Suspension of this Contract
- (d) **Deliberate Overstating Of Job time Entries-**
- Fundamental Breach of this Contract and the process as referred to in clause 13.3 of this Contract shall apply
- (e) **Sniping And Touting For Jobs**
- First Occasion - Advise the Contract Carrier of a breach of this Contract
 - Second Occasion - One days Suspension of this Contract
 - Third Occasion - One week Suspension of this Contract
- (f) **Consuming Alcohol During**

Working Hours-

Fundamental Breach of this Contract and the process as referred to in clause 13.3 of this Contract shall apply

SPECIAL NOTES:

These procedures have been drawn up by the Principal Contractor, in conjunction with Union Representatives. The Contract Carrier shall abide by the procedures at all times.

Schedule 4

Service codes / Weights and Sizes

SC – Standard Courier PC – Premium Courier DC – Direct Car	1 – 125kgs	Under .5 cubic metres 1-2 pieces up to 1.8 metres long
ST – Standard TT PT – Premium TT DT – Direct Taxi Truck	126– 250kgs	Under 1 cubic metre 3 or more pieces 1.2 – 1.8 metres long Small skid – Hand load
ST1 – Standard TT1 PT1 – Premium TT1 DT1 – Direct Taxi Truck 1	251 – 500kgs	1 – 2 cubic metres 1-2 pieces 1.8 –2.4 metres long 1 skid/pallet under 500kg – fork load
ST2 – Standard TT2 PT2 – Premium TT2 DT2 – Direct Taxi Truck 2	501 – 1000kgs	2 – 4 cubic metres 3 or more pieces 1.8 – 2.4 metres long 2 skids or 1 pallet over 500kg
ST3 – Standard TT3 PT3 – Premium TT3 DT3 – Direct Taxi Truck 3	1001 - 1500kgs	4 – 6 cubic metres 1 –2 pieces 2.4 – 3 metres long 3 skids or 1 pallet + 1 skid
ST4 – Standard TT4 PT4 – Premium TT4 DT4 – Direct Taxi Truck 4	1501 – 2000kgs	6 – 8 cubic metres 3 or more pieces 2.4 – 3 metres long 2 pallets under 2000kgs
ST5 – Standard TT5 PT5 – Premium TT5 DT5 – Direct Taxi Truck 5	2001 – 4000kgs	8 – 16 cubic metres. Piece over 3 metres long 2 or more pallets over 2000kgs 4 or more skids over 2000kgs

NOTE: 1 Cubic Metre = 250kgs

**Schedule 5
FATIGUE MANAGEMENT**

Job # _____

Date: _____

Time Critical Fatigue Questionnaire

Must be asked to any Time Critical Contractor before allocating a Direct Drive with a distance over 400km one way (800km round trip)

1. How long will it take to perform the direct drive and return including your rest breaks ? _____
2. Time you estimate you will cease work ? _____
3. What was the start time of your shift today ? _____
4. Given answers to 1,2, and 3 what is the expected total time worked ? _____
5. Have you had at least a 10 hour break since from your previous shift to this shift ? _____
6. Are you currently feeling fatigued ? _____
7. Will you be having adequate rest breaks during the Direct drive ? _____
8. Is your vehicle able to safely travel the out of Area distance ? _____

Driver performing Direct Drive: _____

Supervisor/Allocator Signature: _____

Fatigue Minimisation Guideline for Time Critical NSW Sub-Contractors

Preamble & Objectives

FedEx is committed to providing safe systems of work across all business operations. Fatigue has been identified as a leading cause of motor vehicle accidents.

Based on RTA guidelines for heavy vehicle drivers, the following guideline is recommended to be used by FedExTime Critical Sub-Contractors, in order to minimize the risk of fatigue

Principle	Guideline
<p>Driver to present and remain in a fit state for duty including not being impaired by alcohol or drug use.</p> <p>There should be a minimum 10 hour break before commencing a new shift.</p> <p>A Sameday Sub-Contractor should not</p> <ul style="list-style-type: none"> • Exceed 5 hours without a 30 minute meal break • Work more than 14 hours in a single day (24 hour period). • Work more than 12 days in 14. <p>In addition, work time must not average more than 14 hours per 24 hours over 12 days.</p> <p>These guidelines should be read in conjunction with Sameday Radio Rules.</p>	<ol style="list-style-type: none"> 1. Meal Breaks – 30 Minutes after 5 hours work, 20 minutes after each subsequent 4 hour period 2. Work time should be calculated from the time that the first job is allocated to the driver. 3. Work time should be calculated from the time when the last job is completed. 4. Time spent commuting between the driver's home at the start and finish of each shift must be considered, as "driving time". <p>For Out of Metropolitan Jobs:</p> <ol style="list-style-type: none"> 5. Time travelling back to "metro area" must be taken into consideration when calculating work / rest periods. To avoid incentives to speed or forfeit breaks, the return time will be that "deemed" by the radio room and shall include "Meal Breaks". 6. INT Sameday will show diligence by monitoring individual "out of area" jobs and advise drivers of approximate estimated return times.

Example:

A driver lives at Leura. He leaves home at 6.00 am and reports over the radio for duty at Moorebank at 7am. He does ad hoc radio work in the Sydney metro area until 2pm when he wins a job to Dubbo. He has spent 6 hours on the job and 1 hour on breaks, and 1 hour of commuting. Dubbo and return (to Leura) is another 8 hours. This is a 14 hour driving day. He gets home at 10pm. He should not start work until 8am the next day. If he lived say at Sutherland 90 minutes would be added to his working day, therefore the next days start would be delayed to 9.30am. His total time on the road is an undesirable 15 ½ hours.

Schedule 6 Allocation of Permanent Work

Formula to calculate Winner of New Permanent Work

New Permanent work will be advertised on the board in the station for a period of 2 weeks. Couriers interested in permanent work are to express their interest by recoding their car number on the Permanent work sheet.

Lowest Car to highest are recorded
 Lowest Car number receives 100 pts
 Each subsequent car thereafter receives points accrued at 100 each time

Example

Car	Points
Car 49	100
Car 94	200
Car 96	300
Car 118	400

A Driver who currently has any permanent work will have 1 point per dollar allocated (based on the current value) to their overall point total. Weekend work will not be counted or applied to the total points.

Each dollar earned on current permanent work = 1 point

Driver with the lowest points wins the permanent work advertised.
 See example table below:

Cars applied	Points at start	Permanents \$ value	Final Value
49	100	\$308.15	438.15
94	200	Nothing at the time	200
96	300	\$638.75	928.75
118	400	Nothing at the time	400

The winner is Car 94 with the least points of 200.

If a contractor is successful in securing permanent work, then chooses to voluntarily give up the work within six months of commencing the work, then the weekly value of the permanent work will still be counted against the driver in the permanent work formula for any new work applied for until the six (6) month period expires.

In the event the driver being informed of any permanent work ceasing they must immediately notify the radio room. Continuing to process/receiving payment for permanent work where the work has ceased may be deemed as a breach and may result in disciplinary action.

SCHEDULE 7

STATUTORY DECLARATION

(Director or Incorporated Contract Carrier)

I, (Name)

of (Address)

Director, SAY ON OATH as follows:

1. I am a Director of Pty Ltd (ABN) and say I am empowered to swear this declaration on behalf of Pty Ltd.
2. Pty Ltd is the applicant referred to in an application to be engaged as a contract carrier with FedEx Express Australia Pty Limited ("FedEx"), (ABN 000 495 269) dated 20
3. I attended upon the offices of (*name of solicitor's firm*) at and this declaration and the Contract Carriers Contract was explained to me by
(name of solicitor).
4. I am aware that prior to being engaged by FedEx that Pty Ltd must be approved.
5. I hereby acknowledge that neither I nor Pty Ltd rely upon any representation or warranty made by FedEx, its officers, employees, representatives or agents in relation to the application by Pty Ltd for engagement other than the matters acknowledged and confirmed herein in the Contract.
6. I further acknowledge and agree on behalf of Pty Ltd that FedEx does not require that I, nor Pty Ltd pay as a premium or fee any amount, directly or indirectly, to the vendor of the vehicle in excess of the value and the vehicle as a mechanical device, or in any other way, to secure work with FedEx under contracts of carriage .
7. I hereby acknowledge that any goodwill attached to the work of the vehicle is the goodwill of FedEx .

8. I hereby acknowledge that FedEx has the right to terminate its engagement in accordance with the Contract and no compensation would be payable other than as set out in the Contract (refer to clauses 13 of the Contract).
9. I hereby acknowledge and agree that neither I nor Pty Ltd will look to FedEx or the vendor for any loss I or Pty Ltd may suffer in relation to the purchase price of the vehicle if FedEx terminates the engagement provided the payments as specified in clauses 13 of the Contract are made.
10. I hereby acknowledge that there are few long-term agreements between FedEx and its customers who can alter or terminate their carriage arrangements at short notice.
11. I have been made aware and the details have been explained to me on behalf of Pty Ltd of the terms of the Contract For Services to which I acknowledge on behalf of Pty Ltd it will be bound.
12. I hereby acknowledge that FedEx will allocate work in accordance with the Contract.

Dated this day of 20

Before me:

.....
Solicitor

.....
Signature

Conditions of Appointment - Contract Carrier

CERTIFICATE

(Contract Carrier)

I, (Solicitor)

of, (Address)

Hereby certify as follows:

1. I explained the effect of the attached Statutory Declaration by:
.....
before it was executed by him/her.
2. After I explained the contents of such declaration and Contract I witnessed the binding signature of the appropriate officer of Pty Ltd to the said Contract.
3. I am a Solicitor acting on behalf of Pty Ltd.
4. I am not a Solicitor who is a member of a partnership or employed by a partnership, a member of which is acting for FedEx.

Dated this day of 20

..... (Solicitor)

THIS CONTRACT made on the.....day of20

BETWEEN:

FedEx Express Australia Pty Limited (ACN 000 495 269) (the "**Principal Contractor**");

AND

[Insert Name of the Contract Carrier] _____

(ABN number if applicable) _____)
of [Insert Address] _____)

the "**Contract Carrier**")

and also involves

Transport Workers' Union of Australia, NSW Branch (the "TWU")

RECITALS:

- A. The Principal Contractor carries on the business of, amongst other things, carrying goods to and from various locations (often within short/sensitive time frames). In the course of this business the Principal Contractor requires Services to be provided.
- B. The Contract Carrier has agreed to provide Services to the Principal Contractor subject to and in accordance with the terms and conditions referred to in this Contract.

Executed as a Contract

Signed for and on behalf of FedEx Express Australia Pty Limited(ACN 000 495 269) by [an authorised person/an authorised Power of Attorney] in the presence of a witness:

Signed for and on behalf of the Contract Carrier in the presence of a witness:

IF THE CONTRACT CARRIER HAS A DIRECTOR AND A DIRECTOR/SECRETARY

Signed for and on behalf of the Contract Carrier in the presence of a witness:

.....
Signature of authorised person

.....
Sole Director/Secretary

.....
*Signature of Director or
Signature of Director/Secretary*

.....
Full name of authorised person

.....
Sole Director/Secretary

.....
*Full name of Director or
Full name of Director/Secretary*

.....
Signature of witness

.....
Signature of witness

.....
Signature of witness

.....
Full name of witness

.....
Full name of witness

.....
Full name of witness

.....
Date signed

.....
Date signed

.....
Date signed

SCHEDULE 8

List of legacy Contract Carriers

Car Number	Company	Driver	Type	Legacy Contract type
1	FYNIES.PTY.LTD	BOLAND Grant	PTY LTD	TDI
12	PAVLIDES MICHAEL	PAVLIDES Michael	Trust	ANSETT
16	SOWTER NEVILLE REX	SOWTER Neville	SOLE TRADER	ANSETT
17	BLADES DARREN	BLADES Darren	SOLE TRADER	TDI
22	WARD ALAN	WARD Alan	SOLE TRADER	ANSETT
24	LUXFORD GLENN VICTOR	LUXFORD Glenn	SOLE TRADER	ANSETT
36	M & M TRANSPORT	DIMOVSKI Michael	SOLE TRADER	ANSETT
43	FARRONA.PTY.LTD.	FARRUGIA Alex	PTY LTD	TDI
45	ELE.COURIERS.PTY.LTD	PRETKI Edward	PTY LTD	TDI
46	KNIGHT MARK DAVID	KNIGHT Mark	SOLE TRADER	ANSETT
49	LISOCK.PTY.LIMITED.	SCOTTI Pino	PTY LTD	TDI
53	ROADSTAR.CARRIERS.PTY.LTD.	MOUTOPOULOS Jim	PTY LTD	TDI
62	ZAGAS GEORGE	ZAGAS George	SOLE TRADER	ANSETT
72	PRO.EXPORT.PTY.LTD	BROWN Phillip	PTY LTD	TDI
77	EROLFILE.PTY.LTD	RIGBY Rod	PTY LTD	TDI
78	VON-RIEGEN KURT	VON-RIEGEN Kurt	SOLE TRADER	ANSETT
79	GALAYINI MAURICE	GALAYINI Maurice	PTY LTD	TDI
84	PARKER DAVID	PARKER David	SOLE TRADER	ANSETT
85	LORJUS.PTY.LTD	KHALIFE George	PTY LTD	TDI
96	WALSH.ENTERPRISES.PTY.LTD	WALSH James	PTY LTD	TDI
101	HOST STEPEN JOHN	HOST Stephen	PTY LTD	ANSETT
110	ALAIN.SERVICES.PTY.LTD.	REHAUT Alain	PTY LTD	TDI
119	TOMELIC ANTUN	TOMELIC Antun	PTY LTD	ANSETT
156	LRW COURIERS P/L	WELCH Laurence	PTY LTD	ANSETT
175	S & K COMMUNICATIONS PTY	PANTELIS Kirk	PTY LTD	ANSETT
210	PNTZ Enterprises Pty Ltd	TZAMOURANIS Peter	PTY LTD	ANSETT
252	R&S HOUSEWARE TRADING PTY.LTD	RUI Dafeng (Michael)	PTY LTD	ANSETT
278	A D LOGISTIC AUSTRALIA PTY LTD	SONI Akshay	PTY LTD	ANSETT
502	MACK'S LOGISTICS SYD PTY LTD	YOUSIF Mackarious	PTY LTD	ANSETT
504	VAN LIESHOUT PTY LTD	VAN LIESHOUT BRANDT	PTY LTD	ANSETT
505	M & J SUTTON PTY LTD	SUTTON Mark	PTY LTD	ANSETT
507	ARSEN PTY LTD	ARESENIKOS Antonio	PTY LTD	ANSETT
516	SUBU ENTERPRISES	ROUNIYAR Umesh	PTY LTD	ANSETT
522	YUGU.PTY.LTD	Yung Poernama	PTY LTD	ANSETT
524	J.SQUARE.LOGISTICS.PTY.LTD	LIN Jeff	PTY LTD	ANSETT
527	ANDYS LOGISTICS PTY LTD	FAN Wai Cheung	PTY LTD	ANSETT
530	ASL.(NSW).PTY.LTD	KUMAR Ashal	PTY LTD	ANSETT
531	DK.BUSINESS.ASSIST.PTY.LTD	KUMAR Dipendra	PTY LTD	ANSETT
537	REDDY.LOGISTICS.PTY.LTD	REDDY Sailesh	PTY LTD	ANSETT
538	THE.HUT.PRODUCTS	MADOLO Sifiso	PTY LTD	ANSETT

539	NAT.VAL.SOLUTIONS.PTY.LTD	FLORES Fernando	PTY LTD	ANSETT
540	TBLEE.PTY.LTD	Jing (Tommy) LI	PTY LTD	ANSETT
544	OC&Q.PTY.LTD	Xu (Ocean) CHEN	PTY LTD	ANSETT
547	SAHNI.BROTHERS.PTY.LTD	Shivam SAHNI	PTY LTD	ANSETT
552	HSRR PTY LTD	ESRAAIL Haitham	PTY LTD	ANSETT
553	A.KARA PTY LTD	KARADIMOS Arthur	PTY LTD	ANSETT
555	COURTESY COURIERS PTY LTD	DUONG Long	PTY LTD	ANSETT
565	P.TINOS PTY LTD	KOKKORIS Louis	PTY LTD	ANSETT
567	A.C.N. 620495785 PTY LTD	Wassim QUIADER	PTY LTD	ANSETT
568	PACE ROADLINES PTY LTD	Gagandeep SINGH	PTY LTD	ANSETT
569	MANGAT OPERATIONS PTY LTD	Gurpreet SINGH	PTY LTD	ANSETT
570	A & R EXPRESS PTY LTD	Laishun HUANG	PTY LTD	ANSETT
571	NHAN ENTERPRISES PTY LTD	Lawrence NHAN	PTY LTD	ANSETT
576	VIP AU PTY LTD	Yi (Sean) Zhu	PTY LTD	ANSETT
578	MAYDAY TRADING PTY LTD	He (Bruce) Xin	PTY LTD	ANSETT
579	PREMIUM EXPRESS PTY LTD	Lei (Aaron) Cao	PTY LTD	ANSETT
582	BRANDON & DANIEL PTY LTD	Kristine YPERMACHOU	PTY LTD	ANSETT
583	J & D EXPRESS PTY LTD	Minh Dang NGUYEN	PTY LTD	ANSETT
584	ZAMI TRANSPORT PTY LTD	Sara ZORLU	PTY LTD	ANSETT
585	YNWA96KOP PTY LTD	Nektarios HARAMIS	PTY LTD	ANSETT
589	WANG FAMILY ENTERPRISES PTY LTD	Bing GU	PTY LTD	ANSETT
590	E & M EXPRESS COURIERS PTY LTD	Milika ROKOTUIWAI	PTY LTD	ANSETT
591	NOBLE STAND PTY LTD	Weifeng (David) Xu	PTY LTD	ANSETT
592	AGTS TRADING	Antnous KHALIL	PTY LTD	ANSETT
593	RKAVIN.COURIERS.PTY.LTD	Sahil MAHAJAN	PTY LTD	ANSETT
594	LEGEND T PTY LTD	Grigoris MOULOUKAKOS	PTY LTD	ANSETT
595	TRIPLE D PTY LTD	Nasr ZAKI	PTY LTD	ANSETT
596	AMG LOGISTICS NSW PTY LTD	Abdallah MAHMOUD EL-GHOUL	PTY LTD	ANSETT
597	5D & J PTY LTD	Daniyal YOUSIF	PTY LTD	ANSETT
200	BIG M SERVICES PTY LTD	DAHER Mohamad	PTY LTD	ANSETT
251	KARAM SERVICES	SINGH Harpreet	PTY LTD	ANSETT

Schedule 9

Conditions applicable to TDI Contract Carriers

The following conditions only apply to **TDI Contract Carriers**.

1. Four Weeks at the Labour Component of Fees for Service.

Should the Contract Carrier supply services pursuant to this Agreement for eleven (11) consecutive calendar months in any twelve (12) calendar month period, the Contract Carrier shall be entitled to the equivalent of four (4) weeks remuneration at the ordinary weekly wage rate equivalent to the Driver Classification referred to in the Transport Industry (State) Award plus 25% PROVIDED THAT such entitlement shall be exercised by the Contract Carrier within six (6) months of falling due, subject to the operational requirements of the Principal Contractor and that reasonable notice is given to the Principal Contractor PROVIDED FURTHER THAT such entitlement may be exercised by mutual agreement between the Principal Contractor and the Contract Carrier after six (6) months of the entitlement falling due.

2. Termination due to Re-organisation or Change in Business.

- (a) Where a Principal Contractor is required to terminate individual contracts with Contract carriers due to changes in business conditions or re-organisation of its operations, the termination payment to a Contract carrier will be as contained in the TNT Australia Pty Limited Policy as discussed with the TWU Federal Committee of Management in its form current as at the date of this Agreement as set out below.

- (b) With respect to each Contract Carrier who transferred from TNT Air Couriers to TNT Couriers, the period over which a Contract Carrier provided services to the Principal Contractor (on a permanent basis) prior to the transfer shall be included for the purpose of calculating payments in accordance with the Policy referred to in this Clause as set out below.

3. Parking Fines

The Company will continue current arrangements applicable to TDI Contract Carriers for payment of parking fines.

PERSONAL & CONFIDENTIAL

TNT AUSTRALIA

Retrenchment Policy

for

TWU Contract Carriers - June 25, 1992

1. Notice Period : Three (3) weeks, or the notice period as prescribed in the relevant Clause in the Contract Carrier Agreement.
2. Payment in Lieu of Notice : If payment is made, the payment will include Labour and Fixed Costs only.
3. Service Payment : A Service Payment of three (3) weeks payment for each year of Service and pro rata for part years, at Labour and Fixed Costs only.
4. Maximum Payment : The maximum payment for Service under this policy shall be \$50,000 or (52) weeks at Labour plus Fixed Costs whichever is the lesser.

Should the cap of \$50,000 (or 52 weeks) be reached, Contract Carriers who have Service that generates an amount that exceeds the \$50,000 (or 52 weeks) cap, will receive an additional \$500 per year of service (or 2 pro rata) for each year that their service exceeds the cut off year for the \$50,000 (or 52 weeks) cap.
5. Minimum Payment : The minimum payment for Notice plus Service shall be six (6) weeks at Labour and Fixed Costs only.
6. Application :
 - (a) Retrenchments shall be determined on a "last on - first off" basis.
 - (b) The total number of Contract Carriers eligible to access the package shall be determined by management on a yard by yard basis.
 - (c) The period of time over which Voluntary Retrenchment may be offered and ~~accepted~~ used by yard shall be

Retrenchment Policy for TWU Contract Carriers - continued

6. Application - continued

(d) Once the time period specified in sub clause (c) herein has transpired, the Voluntary Retrenchment package shall revert to two (2) weeks notice and two (2) weeks per year of service with a maximum payment of 52 weeks.

(e) The Division shall nominate at the time of, and from whom, Voluntary Retrenchments shall be considered.

The Company notes the TWU request that, Compulsory Retrenchment, non Union or non-financial Union members be first followed by the "last in first out" principle.

7. General

(a) If a Contract Carrier accepts the above offer the Company will not purchase the Contract Carriers Vehicle.

(b) If the Company purchases the Contract Carriers Vehicle, Fixed Costs will not be included in the Service Payment calculation.

(c) if the Company purchases the Vehicle the price paid will be the average of three (3) written "Cash Sale" quotations.

(d) This policy is applicable to all permanent committed Contract Carriers engaged on metropolitan PU & D work.

8. Date of Operation

This policy supersedes all previous policies, will be operative on and from 25 June 1992 and will NOT be applied retrospectively.