

**REGISTER OF  
CONTRACT AGREEMENTS**

Registered  
Contract Agreement  
Industrial Registrar

**CONTRACT AGREEMENT NO: CA97/2**

**TITLE: TNT/TWU Kwikasair Express Relocation Agreement 1996**

**I.R.C. NO: 97/383**

**DATE APPROVED/COMMENCEMENT: 31 January 1997**

**TERM: In force until 11 March 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 21**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to Contract Carriers at the Enfield Yard and or a Road Satellite Operation**

**PARTIES: TNT Australia Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch**

## INDUSTRIAL AGREEMENT



### BETWEEN

**TRANSPORT WORKERS UNION OF AUSTRALIA**, New South Wales Branch, an association of contract carriers of 388-390 Sussex Street, Sydney, New South Wales (the Union), of the one part

and

**TNT AUSTRALIA PTY LTD**, a principal contractor of 9th Floor, Tower 1, TNT Plaza, Redfern, New South Wales (TNT) of the other part.

### Title, duration and registration

1. This Agreement may be referred to as the TNT/TWU Kwikasair Express Relocation Agreement 1996.

"2. This agreement replaces an agreement in similar terms, being agreement number 3 of 1996 registered under the Industrial Relations Act, 1991 and shall continue in force until 11 March 1999."

3. *This agreement commences on 31 January 1997*

### Transfer and prior agreement termination

4. TNT engaged contract carriers at the Kwikasair Express Yard and presently engages contract carriers at the Enfield Yard and or a Road Satellite Operation.
5. The Union acknowledges that, as from the transfer period, the Kwikasair Express Yard ceased to operate and contract carriers were transferred to the Enfield Yard and or a Road Satellite Operation.
6. As from the date of approval of this Agreement, the Kwikasair Express Sydney Road Contract Carriers Agreement 1993 (Agreement No. 2 of 1993 as varied) shall terminate. The Union agrees to give all notices and consents necessary to give effect to this clause.

### Termination payments

7. The engagements, contracts of carriage and work relationships between TNT and the contract carriers identified in schedule 1 have all terminated and those contract carriers received a payment which, in each case, was the greater of:

- \$50,000 (less any required tax), or



2.

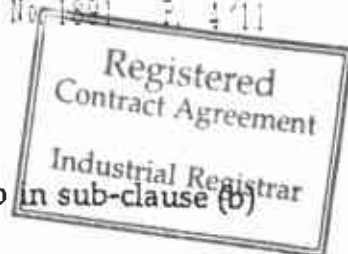
- a payment which would have been due to the particular contract carrier upon the application of the TNT Retrenchment Policy for contract carriers (less any required tax).

### Transfer payment and arrangements

8. All other contract carriers, being those identified in schedule 2, transferred to the Enfield Yard and/or a Road Satellite Operation during the transfer period and since then have worked and shall continue to work under the terms and conditions which operate at the Enfield Yard. Each such contract carrier will receive (or has received) in connection with the transfer a gross payment which is the difference between \$50,000 and the value of one third of earnings from the previous year. This payment was and is to be made in two equal instalments. The first instalment has been paid. The second instalment will be paid on ~~30 January 1997~~ *or prior to 4 February 1997. (on or prior to 4 February 1997)* except where it has already been paid.
9. It is agreed that a contract carrier who transfers to the Enfield Yard and/or a Road Satellite Operation:
- was and is required to make available a vehicle which meets TNT's specifications for the work required of the contract carrier at the Enfield Yard and/or a Road Satellite Operation; and
  - is bound by the arrangements detailed in schedule 3.

### Transferred contract carriers - new vehicle - termination payments

10. (a) This clause applies only in the event that a contract carrier who transferred to the Enfield Yard and/or a Road Satellite Operation chose or chooses to satisfy his or her obligation under clause 9(a) by making available a new vehicle (as defined).
- (b) If the engagement of a contract carrier to whom this clause applies is terminated by TNT for reasons other than cause the contract carrier will receive such of the following amounts as are applicable in the circumstances:
- a special one-off compensation payment; and
  - any payment which may be required by virtue of the contract carriers' redundancy under the TNT Retrenchment Policy for contract carriers provided firstly that if the termination occurs on or before 30 June 1997 this amount shall be reduced by the amount of any payment made under clause 8, and provided secondly that whenever the termination occurs the payment required by this paragraph shall also be reduced by the amount of any tax required to be deducted; or
  - if the TNT Retrenchment Policy for contract carriers is not applicable to the termination, one third of earnings from the previous year (less any tax required to be deducted).



3.

- (c) The special one-off compensation payment referred to is applicable only in the case of:
- (i) a leased vehicle, or
  - (ii) a vehicle purchased with the assistance of a loan from a bank or other financial institution,

and in either case where the lease or loan, as the case may be, is solely concerned with or attributable to the acquisition of the vehicle in question for the price (as defined). The special one-off compensation payment shall, where applicable, equal the difference between:

- (iii) the balance owed by the contract carrier under the lease or loan, as the case may be, at the time of the termination, and
- (iv) the vehicle's retail market value (as defined) at that time.

Where the retail market value of the vehicle equals or exceeds the balance owed on the lease or loan, as the case may be, for the vehicle at the time of termination, no special one-off compensation payment shall be due. Proof of all details in connection with the lease or loan and the contract carrier's eligibility for a special one-off compensation payment shall be the responsibility of the contract carrier.

- (d) An eligible contract carrier in lieu of receiving the special one-off compensation payment referred to in sub-clauses (b) and (c) may require TNT to purchase the vehicle. In such circumstances where the contract carrier requires TNT to purchase the vehicle, the amount to be paid by TNT for the vehicle shall be the greater of:
- (i) The balance owed by the contract carrier under the lease or loan (as the case may be) meeting the description in subclause (c) as at the time of the termination, and
  - (ii) The vehicle's retail market value (as defined) at that time.

This sub-clause applies in spite of clause 7 of the TNT Retrenchment Policy.

- (e) A contract carrier to whom this clause applies who has provided a new vehicle otherwise than under a lease or loan meeting the description required by subclause (c) shall, in the circumstances referred to in subclause (b), be entitled to the benefit of the arrangements detailed in clause 1 of Part 1 of schedule 3.

Transferred contract carriers - other than new vehicle - termination payments

11. (a) This clause applies only in the event that a contract carrier who transferred to the Enfield Yard and/or a Road Satellite Operation chose



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or chooses to satisfy his or her obligation under clause 9(a) by making available a vehicle other than a new vehicle.

- (b) A contract carrier to whom this clause applies shall not be eligible for the special one-off compensation payment stipulated in clause 10.
- (c) In the event that the TNT Retrenchment Policy for contract carriers becomes applicable to a contract carrier to whom this clause applies on or before 30 June 1997, the payment due to the contract carrier pursuant to the TNT Retrenchment Policy shall be reduced by the amount of any payment made under clause 8.
- (d) In the event that the TNT Retrenchment Policy for contract carriers is not applicable to a termination of the contract carrier's engagement, being a termination by TNT for a reason other than cause, then the contract carrier shall be eligible for a payment of one third of earnings from the previous year (less any tax required to be deducted).

#### Termination by contract carriers

12. Under no circumstances will the special one-off payment stipulated in clause 10 be paid to a contract carrier whose engagement is terminated for any reason by or at the initiative of the contract carrier or by or at the initiative of TNT for cause.

#### Vehicle replacement and work allocation

13. (a) In satisfying his or her obligations under clause 9(a) a contract carrier shall comply with the following:
- (i) A contract carrier who owns or leases a vehicle with a carrying capacity of less than 3 tonnes and a year make of 1986 or before shall be required to provide in lieu of that vehicle a vehicle of a carrying capacity of 3 tonnes or more and which meets TNT's specifications for the work required.
  - (ii) A contract carrier who owns or leases a vehicle with a carrying capacity of less than a 3 tonnes carrying capacity and a year make after 1986 shall, on replacement of the vehicle, supply a vehicle which meets TNT's specifications for the work required.
- (b) A contract carrier who transfers from the Kwikasair Express Yard to the Enfield Yard and/or a Road Satellite Operation must accept work as determined and allocated by TNT.

#### Deed of Release and Solicitor's Certificate

14. The payments required to be made under this Agreement shall only be made to a contract carrier upon receipt by TNT of a Deed of Release executed by the contract carrier in terms satisfactory to TNT and consistent with this Agreement and a Solicitor's Certificate in terms satisfactory to TNT certifying

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that the Deed of Release has been fully explained to the contract carrier by an independent practising solicitor, and in the case of a transferring contract carrier upon TNT being satisfied the contract carrier has met the contract carrier's obligation under clause 9(a) of this Agreement.



#### Prior contracts of carriage

15. The period of time spent by a transferring contract carrier performing contracts of carriage at the Kwikasair Express Yard shall be included for the purpose of calculating any payments which may arise in the event that such a contract carrier is made redundant.

#### Union representation

16. The Union acknowledges that it has represented its members in negotiating this Agreement and the payments required under it, that there has been no duress or undue influence used by any party or person, and that the arrangements made are industrially fair all round.

#### Resolution of disputes

17. Any dispute arising under this Agreement, including a dispute about whether a termination for cause is justified, should be discussed between the parties and may be referred to the Industrial Relations Commission of New South Wales.

#### Definitions

18. For the purposes of this Agreement:

"cause" means:

- serious misconduct,
- fundamental breach of contract, or
- providing unsatisfactory services after having all reasonable opportunity to correct the identified shortcomings.

"Enfield Yard" means the the TNT Australia Pty Ltd operation located at 16-24 Cosgrove Road, Enfield

"Kwikasair Express" means the yard located at 30-32 Beaconsfield Street, Alexandria

"new vehicle" means a vehicle agreed by TNT, in writing and in advance of acquisition, to be a vehicle meeting TNT's specification at the time of acquisition and acquired from a licensed new vehicle dealer without any intermediate operators and acquired at a price (as defined)

"one third of earnings from the previous year" has the meaning specified in clause 5 of Part 1 of schedule 3 to this Agreement

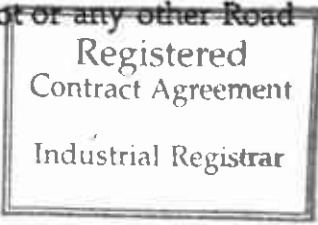
6.

"price" means the actual price paid for the new vehicle as stated in the relevant lease or the listed retail price for the vehicle (less national fleet discount), as applicable, or whichever is the lesser

"retail market value" has the meaning specified in clause 5 of Part 1 of schedule 3 to this Agreement

"Road Satellite Operation" means the Comet/Kwikasair Express Road operation located at the multi-user site at Kent Road, Mascot or any other Road Satellite location or locations nominated by TNT

"transfer period" means the month of October 1996.



Executed as an Industrial Agreement.

Signed for and on behalf of TNT )  
AUSTRALIA PTY LTD by )  
John McPhee in the presence of: )

*R. Minkus*  
.....  
Robert Minkus

*John McPhee*  
.....  
John McPhee

THE COMMON SEAL of )  
TRANSPORT WORKERS UNION )  
OF AUSTRALIA New South )  
Wales Division was affixed in the )  
presence of )  
and the sealing is attested by:

*Steve Hutchins*  
.....  
Secretary/Treasurer  
*Bob*  
.....

WITNESS : Ian Barker (Delegate)

DATED: 28th January, 1997



# CONTRACT CARRIERS TERMINATED

## SCHEDULE 1



Driver	Entity
Gregory Mark Townsend	Trazchrome Pty Ltd
Gary Jeffrey Metcalf	Helmcott Pty Ltd
Lee Grant Pascoe	Lee Grant Pascoe and Amanda Joan Pascoe
Gregory John Leslie	Brynon Pty Ltd
Norman David Dawson	ND and VJ Dawson Transport Pty Ltd
Edward Joseph Townsend	Trazas Pty Ltd
John Powell	JA and J Powell
George Duggan	Tuncheck Pty Ltd
Brian Black	Brian Black Pty Ltd
Anthony Green	Pyojig Pty Ltd
Allan Otway	Oscrose Pty Ltd
John Quinn	JJ and M Quinn



# TRANSFERRING CONTRACT CARRIERS

## SCHEDULE 2



Driver	Entity
Geoffrey King	King Family Trust
Gerard Devlin	Espalina Trust
Ross McGee	RJ McGee Pty Ltd
Brian McNamara	Humtor Pty Ltd
Allan Marshall	Ordlos Pty Ltd
Anthony Matthews	Cynlit Pty Ltd
Albert Pope	Tavez Pty Ltd
Loui Pellizzari	Dingri Pty Ltd
Henry Richter	HA & V Richter Pty Ltd
Lindsay Mote	L Mote (Vanrarda Pty Ltd)
James Norris	Kizash Pty Ltd
James O'Connor	O'Connor (Nabway Pty Ltd)
Stephen Quinn	Abbeygrove Pty Ltd
Robert Sanderson	Trazabe Pty Ltd
Craig Williams	CP & P Trucking Pty Ltd
Kevin Wybron	Topglo Pty Ltd
Anthony Fabri	Tutuka Pty Ltd
Dennis Edwards	Brespay Pty Ltd
Robert Hope	R & M Hope Transport Pty Ltd
George Georgeou	Sibcoll Pty Ltd

Driver	Entity
Brian Hopkins	Carraview Pty Ltd
Alfred Hyde	Lymjed Pty Ltd
Blagoja (Bob) Illievski	Nesspan Pty Ltd
Peter Jarman	Peter L Jarman & Son Pty Ltd
Robert Kearns	Kylmar Pty Ltd
Neil Kennedy	M.R.K. Carriers No. 2 Pty Ltd
Raymond King	Tavesun Pty Ltd
Rod Leven	Tryeye Pty Ltd
Brian Asplund	Syrone Pty Ltd
Ian Barker	Brescod Pty Ltd
David Barley	Helmsby Pty Ltd
Aldo Bertochi	A. Bertochi Transport Pty Ltd
Gerry Boland	Salvado Holdings Pty Ltd
Gregory Peter Brown	Aymkris Pty Ltd
Michael Christou	Goslane Pty Ltd
Adrian Chronis	Keenmote Pty Ltd
Steve Constantine	Klep Pty Ltd
Paul Cooke	Myfast Pty Ltd
Victor Cusher	Emigear Pty Ltd
John Devlin	Jurason Pty Ltd
Mark Devlin	Jarier Pty Ltd
Mario Caval	Sole Trader
David Foxton	Sole Trader

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Driver	Entity
Keith C Jones	Sole Trader
Barry Murphy	Sole Trader
Graham R Preston	Sole Trader
SJ Sinclair	Sole Trader
John Blomfield	JL & S Blomfield Transport
Keith Brand	KR & DH Brand
Chris Fellas	C & H Fellas
Arthur Harries	AW & BH Harries Transport
Ronald James	RJ & JM James
Peter Mitchell	P & M Mitchell Transport
Colin Nicholls	C & M Nicholls
Barry Parsons	B & M Parsons Transport
Robin Reed	RH & GB Reed
Kyriakos Vasiliou	K & S Vasiliou

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# SCHEDULE 3

## PART 1



Where a contract carrier wishes to sell his or her vehicle the contract carrier must so advise the principal contractor after which the following shall apply:

1. (a) Firstly, the principal contractor shall have the option either to purchase the contract carrier's vehicle (provided the contract carrier is prepared to sell the vehicle to the principal contractor) or to permit the termination of contractual arrangements between the contract carrier and the principal contractor without purchasing the vehicle.
  - (b) If the parties agree that the principal contractor will purchase the vehicle:
    - (i) The principal contractor shall purchase the vehicle at its retail market value as a mechanical device; and
    - (ii) The principal contractor shall pay the contract carrier an amount equivalent to one third of the earnings from the previous year.
  - (c) If the principal contractor decides only to permit the termination of contractual arrangements between the contract carrier and principal contractor without purchasing the vehicle of the contract carrier, or if the contract carrier does not make the vehicle available for purchase, the principal contractor shall:
    - (i) Comply with the obligations in the relevant industrial instrument with respect to the painting of the vehicle to a neutral colour, removal of signwriting and removal of radio equipment and;
    - (ii) Pay to the contract carrier an amount equivalent to one third of the earnings from the previous year.
2. Secondly, if neither option in clause 1 is exercised, the vehicle will be offered for sale to employees of the principal contractor employed at its Enfield Yard. Any such employee who wishes to purchase the vehicle and be considered by the principal contractor as a new contract carrier shall complete and provide to the principal contractor such documents as it requires prior to the employee purchasing the vehicle. (The current documentary requirements are those in Part 2 of this schedule.)
3. Thirdly, if neither of the options specified in clauses 1 and 2 are exercised or completed, the contract carrier may nominate a third party purchaser to the principal contractor for consideration as a new contract carrier. Any such person shall complete and provide to the principal contractor the documents mentioned in clause 2 prior to purchasing the vehicle.
4. The provisions contained herein shall not apply in circumstances where a contract carrier has fundamentally breached the contractual arrangements between the principal contractor and the contract carrier.



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5. The following definitions shall apply:

- (a) "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 dispute settlement procedure in the relevant industrial instrument);
- (b) "one third of earnings from the previous year" means one third of the sum of:
  - 6 x 40 hours of the labour component of the contract carrier's hourly rate under the relevant industrial instrument; and
  - 46 x 50 hours of the total of the contract carrier's hourly rate under the relevant industrial instrument,

as at the date of the sale of vehicle or termination of contractual arrangements between the principal contractor and the contract carrier, as the case may be.



# **SCHEDULE 3**

## **PART 2**



Conditions of Engagement - Contract Carriers

STATUTORY DECLARATION

(Director of Incorporated Contract Carrier)

I \_\_\_\_\_

(Name)

of \_\_\_\_\_ (Address)

Director, SAY ON OATH as follows:

1. I am a Director of \_\_\_\_\_ Pty Ltd (ACN \_\_\_\_\_) 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 (insert name of Division), a division of TNT Australia Pty Ltd ("TNT"), (ACN 000 495 269), dated \_\_\_\_\_ 19....
3. I attended upon the offices of \_\_\_\_\_ [name of solicitor's firm] at \_\_\_\_\_ and this declaration and the contract carriers Agreement was explained to me by \_\_\_\_\_ [name of solicitor].
4. After the explanation referred to in Clause 3 above the board of \_\_\_\_\_ Pty Ltd resolved to enter the Agreement and the common seal of \_\_\_\_\_ Pty Ltd was affixed to the Agreement in my presence and witnessed by me and \_\_\_\_\_ [name of additional witness] in accordance with the articles of \_\_\_\_\_ Pty Ltd.
5. I am aware that prior to being engaged by TNT that \_\_\_\_\_ Pty Ltd must be approved.
6. I hereby acknowledge that neither I nor \_\_\_\_\_ Pty Ltd rely upon any representation or warranty made by TNT, its officers, employees, representatives or agents in relation to the application by \_\_\_\_\_ Pty Ltd for engagement other than the matters acknowledged and confirmed herein and the Agreement.
- \*7. I hereby acknowledge that any amount that \_\_\_\_\_ Pty Ltd has agreed to pay for the vehicle in excess of its market price as a mechanical device has been a matter of negotiation between myself on behalf of \_\_\_\_\_ Pty Ltd and the vendor, and that TNT does not approve or condone such sales.
- \*8. I further acknowledge and agree on behalf of \_\_\_\_\_ Pty Ltd that TNT 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 of the vehicle as a mechanical device, or in any other way, to secure work with TNT of contracts of carriage or otherwise.
9. -I hereby acknowledge that any goodwill attached to the work of the vehicle is the goodwill of TNT.



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Conditions of Engagement - Contract Carriers

STATUTORY DECLARATION AND CERTIFICATE

TNT AUSTRALIA PTY LIMITED LETTERHEAD

(or Division Letterhead)

(Ref: )

(Date)

Contract Carrier.

Dear *(insert name)*

YOUR APPLICATION FOR ENGAGEMENT AS A CONTRACT CARRIER

I refer to the above matter and advise that before your application will be given further consideration it is a requirement of TNT Australia Pty Ltd that you arrange the execution of the attached Statutory Declaration and Certificate with an independent solicitor:

I advise that no officer, employee or agent of TNT has any authority to make any representation or warranty in relation to the engagement other than as set out in the application and declaration.

I take this opportunity to make clear that under no circumstances is it a requirement nor is it condoned or approved by *(insert name of division)*, that you pay any amount to another person such as the vendor of the motor vehicle, as a premium or fee in order to secure work with TNT under a contract of carriage or otherwise.

This matter will be given no further consideration until you have returned these documents signed.

Yours sincerely  
*(insert division name)*

*(Name of General Manager)*  
GENERAL MANAGER



Conditions of Engagement - Contract Carriers

- 10. I hereby acknowledge that TNT has the right to terminate its engagement in accordance with the Agreement and no compensation would be payable other than as set out in the Agreement.
- 11. I hereby acknowledge and agree that neither I nor ..... Pty Ltd will look to TNT or the vendor for any loss I or ..... Pty Ltd may suffer in relation to the purchase price of the vehicle if TNT terminates the engagement.
- 12. I hereby acknowledge that there are few long term agreements between TNT and its customers who can alter or terminate their carriage arrangements at short notice.
- 13. I hereby acknowledge that the "last on, first off" rule applies and will be implemented should there be any downturn in the volume of work. If no further contracts were offered to ..... Pty Ltd because of this rule, I acknowledge for and on behalf of ..... Pty Ltd that no compensation would be payable by TNT to ..... Pty Ltd.
- 14. I have been made aware and the details have been explained to me on behalf of ..... Pty Ltd of the terms of the Contract Carrier Agreement to which I acknowledge on behalf of ..... Pty Ltd it will be bound.
- 15. I hereby acknowledge that TNT will allocate work as it sees fit and that ..... Pty Ltd has no right to any particular customers or runs.
- 16. I hereby acknowledge that TNT will not consent to any assignment of the vehicle to another contract carrier within two (2) years of the commencement of engagement.

Dated this ..... day of ..... 19.....

Before me:

.....  
 Solicitor (Signature)

**DELETE THIS CLAUSE IF THE CONTRACT CARRIER IS BEING ENGAGED DIRECTLY WITHOUT PURCHASING A VEHICLE FROM AN EXISTING CONTRACT CARRIER.**

Conditions of Engagement - Contract Carriers

CERTIFICATE

I .....

(Solicitor)

of .....

(Address)

Hereby certify as follows:

1. I explained the effect of the annexed Statutory Declaration by  
.....

before it was executed by him/her.

2. After I explained the contents of such declaration and contract carrier agreement I witnessed the affixing of the seal of ..... Pty Ltd to the said agreement.

3. I am a Solicitor acting on behalf of:  
..... Pty Limited.

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 TNT.

Dated this ..... day of ..... 19....

.....  
Solicitor

INDUSTRIAL RELATIONS COMMISSION  
OF NEW SOUTH WALES

MARKS J

FRIDAY 31 JANUARY 1997

IRC97/383 - TNT AUSTRALIA PTY LIMITED v TWU, NSW BRANCH

Application by TNT Australia Pty Limited for contract agreement under section 324 of the Industrial Relations Act 1996



## DECISION

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HIS HONOUR: This is an application for the approval of a contract agreement under Part 3 of Chapter 6 of the Industrial Relations Act, 1996. The agreement is made between the Transport Workers Union of Australia, New South Wales Branch and Association of Contract Carriers and TNT Australia Pty Limited. It applies to contract carriers who were formerly engaged at the Kwikasair Express yard at Alexandria who have transferred across to either the Enfield yard or a Road Satellite Operation.

The agreement replaces, in substantial terms, an agreement previously registered under section 675 of the 1991 Act. The terms and conditions of the agreement are complementary to and are intended to operate concurrently with a registered site agreement and on this basis there can be no net detriment to the contract carriers because the provisions contained in the agreement, with respect to which approval is sought, are in addition to those otherwise available to the contract carriers.

During the course of submissions I have heard from a representative of the company and a representative of the union. I have also had access to affidavit material filed on behalf of the company. I am satisfied that the proposed contract agreement complies with the provisions of the Act and with the principles established by a Full Bench of this Commission in matter number IRC5032/96 handed down on 19 December 1996, as yet unreported at this date. There can be no question of any breach of the Anti-Discrimination Act, nor, for reasons which I have already stated, can there be a net detriment to the carriers concerned.

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I am satisfied, on the basis of information furnished to me during the course of submissions, that the parties and, in particular, the carriers understand the effect of the agreement and that the agreement was not entered into under duress.

Although the agreement does not contain any mechanism to deal with consultation between the parties as referred to in the principles established by the Full Bench, those mechanisms are included in the site agreement which will continue to operate concurrently. The agreement is in the form which is Annexure 1 to the application for approval filed in the Commission, save for some amendments which are to be made and which were the subject of agreement by the parties during the course of submissions. Clause 2 of the agreement shall read:

"2. This agreement replaces an agreement in similar terms, being agreement number 3 of 1996 registered under the Industrial Relations Act, 1991 and shall continue in force until 11 March 1999."

LD.SD4

The material in clause 3 shall be deleted and replaced with the following, namely, "This agreement commences on 31 January 1997". There is one further alteration which applies to clause 8. The last sentence shall now read:

"The second instalment will be paid on or prior to 4 February 1997 except where it has already been paid."

For the above reasons, the contract agreement as varied, as set out in these reasons for decision, is approved.

oOo

