

**REGISTER OF  
CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA99/8

**TITLE:** Comet/Kwikasair Express Contract Agreement

**I.R.C. NO:** 98/5238

**DATE APPROVED/COMMENCEMENT:** 15 October 1998

**TERM:**

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:** 31 December 1999

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Contracts of Carriage performed by members of the Union who are engaged as Contract Carriers (other than linehaul Contract Carriers) by the Company operating out of its Comet/Kwikasair Express terminal currently located at Kent Road, Mascot or another terminal as advised

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



# *Annexure 1*

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Industrial Registrar

AGREEMENT BETWEEN

THE TRANSPORT WORKERS' UNION OF AUSTRALIA  
NEW SOUTH WALES BRANCH

AND

TNT AUSTRALIA PTY LIMITED

THIS AGREEMENT made this the *29th* day of ~~August~~ *September*, 1998.  
BETWEEN the Transport Workers' Union of Australia, New South Wales branch, a registered Association of Contract Carriers (hereinafter referred to as "the Union") of the first part, and TNT Australia Pty Limited (hereinafter referred to as the "Principal Contractor"), of the second part.

WHEREAS the representatives of the Parties have met in conference and have agreed that the rates and conditions set out in this Agreement shall apply to Contracts of Carriage performed by members of the Union who are engaged as Contract Carriers (other than linehaul Contract Carriers) by the Company operating out of its Comet/Kwikasair Express terminal currently located at Kent Road, Mascot or another terminal as advised.

AND WHEREAS the basic intent of this Agreement is to effect the collection and delivery of goods in the manner which most efficiently and effectively satisfies both the requirements of customers and of the parties to this Agreement.

NOW THIS AGREEMENT witnesses as follows:



1. ARRANGEMENT

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2. INCONSISTENCY AND SUPERSESSION

Where there is an inconsistency between this Agreement and any previous agreement(s), whether unregistered or registered under Section 91H, Section 675 of a relevant Act and/or Section 324 of the Act, then this Agreement shall supersede any such Agreements to the extent of any inconsistency.

3. DEFINITIONS

"Act" means the Industrial Relations Act 1996 as amended.

"Relevant Act" means the Industrial Relations Act 1991 as amended or the Industrial Arbitration Act 1940 as amended.

"Contract Carrier" or "Contract Carriers" means a Contract Carrier who operates or Contract Carriers who operate a vehicle and are engaged by the Principal Contractor.

"Principal Contractor" shall mean TNT Australia Pty Ltd currently trading as Kwikasair Taxi Trucks but who may trade under another trading name from time to time as determined by the Principal Contractor.

4. GENERAL

The contract for services between the Principal Contractor is any portion of a previous Agreement that is not superseded and/or inconsistent with this Agreement; this Agreement, the standard terms and conditions of contract (detailed on the reverse side of any consignment note) and any policy and procedure of the Principal Contractor, implemented from time to time (including the Principal Contractor's "Pallet Control" and "Freight Note" Control procedures.



5. EVIDENCE OF CONTRACT FOR SERVICES

A Contract carrier must be able to evidence the services performed for each contract of carriage as follows:

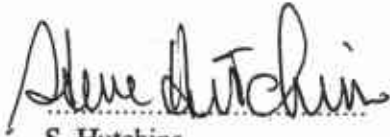
- 5.1. Where a Contract Carrier provides services for another division or entity within the TNT Group, the evidence required is as follows:
  - 5.1.1. All written details required on a consignment note (or substitute) and/or invoice and manifest.
  - 5.1.2. The weight or cubic dimension (as appropriate) of each item of freight picked up from a customers premises (excluding deliveries made on behalf of another division or entity within the TNT Group and "check weigh and cube exempted freight")
- 5.2. Where a Contract Carrier is providing services other than the services noted in clause 5.1 of this clause, the evidence required is as follows:
  - 5.2.1. the time each consignment was picked up or delivered;
  - 5.2.2. that each consignment for delivery was delivered, and;
  - 5.2.3. all other details on any invoice submitted by the Contract Carrier to the Principal Contractor
- 5.3. It is agreed that to evidence the aspects of the services provided with respect to each contract of carriage referred to in clause 5.2.1 and 5.2.2, the following is required:
  - 5.3.1. in respect of clause 5.2.1, the Contract Carrier shall be required to note the time a consignment was picked up or delivered on the invoice.
  - 5.3.2. in respect of clause 5.2.2., the Contract Carrier shall obtain the printed name and/or signature of each person taking receipt of the consignment on the invoice.
- 5.4. For the purposes of this clause, "invoice" means a "job sheet" or a "run sheet" required to be detailed by the Contract Carrier.



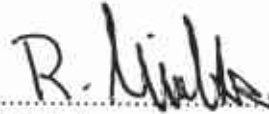
6. SIGNATURES

Signed on behalf of the . Signed on behalf of TNT  
Transport Workers Union  
of Australia, NSW Branch

Australia Pty Limited



S. Hutchins  
Secretary/Treasurer



R. Minkus  
National Industrial Relations  
Manager  
Comet/Kwikasair Express

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**FEEES FOR SERVICES - SCHEDULE 1**

**1. General**

- 1.1. The Schedule of fees shall supersede any previous schedule of fees or schedule of rates contained in any previous agreement (as noted in clause 2 of this Agreement).
- 1.2. The fees noted in this schedule shall be adjusted subject to the outcome and completion of a review of this schedule by the parties.

**2. Fees for Service**

Vehicle Carrying Capacity or Type	Labour Component Per Hour	Vehicle Running Cost Component Per Hour	Total Fees for Service Per Hour	Cents Per Kilometre where Destination is Outside Sydney Metrop. Area
Light commercial van (less than 1 tonne)	12.434	6.42	18.854	59.04
1 tonne	12.434	7.294	19.728	64.62
2 tonnes	12.434	8.372	20.806	71.99
3 tonnes	12.724	8.213	20.937	73.20
4 tonnes	12.724	9.254	21.978	76.50
6 tonnes	12.724	10.527	23.251	83.25
8 tonnes	12.724	15.638	28.362	83.25
12 tonnes	12.976	21.757	34.733	95.16
14 tonnes	12.976	33.823	46.799	1.057
15 tonnes	13.794	37.682	51.476	1.1769

**Note:** The next review by the parties shall ensure an increase in fees equivalent to a 2.5% increase in the labour component of the fees for services eventuates, provided that the contract carriers' and the TWU agree to contractual changes deemed satisfactory by the Principal Contractor in return for the increase referred to herein.

**3. Additional Fees for Services**

- 3.1. Where a vehicle is required to provide and utilise a tail lift for a specific contract of carriage, then the Contract Carrier may charge the Principal Contractor and the Principal Contractor shall pay an additional \$2.50 per hour (or a pro-rata amount for part hours) for the duration required.

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- 3.2. Where a vehicle is required to provide a tautliner for a specific contract of carriage then the Contract Carrier may charge the Principal Contractor and the Principal Contractor shall pay an additional \$2.00 per hour (or a pro rata amount for part hours) for the duration required.
- 3.3. Where a Contract Carrier is required to cart furniture, for each hour the Contract Carrier may charge and the Principal Contractor shall pay an additional \$2.50 per hour (or a pro rata amount for part hours) for the duration of such engagement.
- 3.4. Where a Contract Carrier is required to provide and tow a "pig trailer" for a specific contract of carriage then the Contract Carrier may charge and the Principal Contractor shall pay an additional \$3.50 per hour (or a pro rata amount for part hours) when so engaged.
- 3.5. Where a Contract Carrier is required to provide services before 7.00am or after 5.00pm Monday to Friday and/or on Saturday and Sunday, then the Contract Carrier may charge and the Principal Contractor shall pay an additional \$2.50 per hour (or a pro rata amount for part hours) when so engaged.
- 3.6. The additional payments noted herein may be cumulative.





**TO THE RESPONDENT:**

The Transport Workers' Union of Australia, New South Wales Branch

**IMPORTANT NOTICE:**

1. The respondents are, or any other person interested in or affected who desires to take part in the proceedings are, required under the Rules of the Industrial Relations Commission, to file a notice of appearance at the Industrial Registry, 50 Phillip Street, Sydney (telephone (02) 9287 6716) within 7 days of service of this notice on you.
2. If you do not enter an appearance, or if there is no attendance by you or your counsel, solicitor or agent at the time and place specified in this notice or as notified to you subsequently, the proceedings may be heard in your absence and an order may be made against you.
3. Unless the time, place and date of hearing are endorsed on this application, the parties will be subsequently advised of the date, time and place when the Commission will hear this application. Any enquiries should be made to the Industrial Relations Commission List Clerk, telephone (02) 9287 6716.

