

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/185

TITLE: TNT Express Specialised Services Contractors Agreement 1999

I.R.C. NO: 0/64

DATE APPROVED/COMMENCEMENT: 23 March 2000

TERM 1 year

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 4 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement covers all carriers in a distinct organisational unit

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



AGREEMENT BETWEEN

**THE TRANSPORT WORKERS' UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH**

AND

TNT AUSTRALIA PTY LIMITED

THIS AGREEMENT made this the day of January 2000.
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 TNT 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:

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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TNT Express Special Services Contract Agreement 1999

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 TNT Express 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

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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. SPECIAL SERVICES JOBS, SINGLE JOBS

All jobs designated as Special Services jobs (including, fashion, specialised express and TNT Express priority) shall be treated for payment purposes as a single job, even in the event that the carrier also has a Special Express job, ie the practice of payment for "double ups" within Special Services shall cease.

6. FLEXIBLE RATES FOR JOB BY JOB CONTRACTS

- a) For job by job contracts, the principal contractor, the contract carrier/s concerned and the delegate/s, may agree to a piece work rate for this work, in lieu of the rates contained in this agreement. In the event that piece rates are to be implemented the following procedure shall apply;
- The principal contractor may approach the relevant contract carrier/s with the job by job contract in question
 - The principal contractor and the relevant contract carrier/s may agree that the relevant contract work is piece work.
 - The principal contractor and the relevant contract carrier/s in question will agree on the piece work rate and perform the contract work at this rate.
- b) Rates agreed to in accordance with sub-clause a) of this clause shall override rates contained in this agreement. No contract carrier can claim rates for this contract work other than those rates agreed in accordance sub-clause a) of this clause.

7. QUOTES ON DOUBLE UP PIECE WORK.

- a) The parties to this agreement agree to examine piece rates for some double up contract work including, but not limited to, cheque pick ups. In the event that piece rates are agreed for this contract work, these rates shall apply to all such contract work undertaken .
- b) Rates agreed in accordance with sub-clause a) of this clause shall override rates contained in this agreement. No contract carrier can claim rates for this contract work other than rates agreed in accordance with sub-clause a) of this clause.

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SIGNATURES

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



T. Sheldon
Secretary/Treasurer

Signed on behalf of TNT
Australia Pty Limited



W. Fisher
National Labour Relations
Manager
TNT Express

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FEES 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	Total Fees for Service Per Hour	Cents Per Kilometre where Destination is Outside Sydney Metrop. Area
Light commercial van (less than 1 tonne)	13.055	19.475	0.6098
1 tonne	13.055	20.349	0.6665
2 tonnes	13.055	21.427	0.7414
3 tonnes	13.360	21.573	0.7542
4 tonnes	13.360	22.614	0.7871
6 tonnes	13.360	23.887	0.8553
8 tonnes	13.360	28.998	0.8553
12 tonnes	13.642	35.399	0.9698
14 tonnes	13.642	47.465	1.072
15 tonnes	14.483	52.165	1.1927

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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.
- 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.

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