

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA98/3

TITLE: Comet/Kiwikasair Express Contract Carriers Clearing Time Agreement

I.R.C. NO: 98/2809

DATE APPROVED/COMMENCEMENT: 1 July 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: Contract Carriers operating from the Principal Contractors depot at 16-24 Cosgrove Road, Enfield 2136

PARTIES: TNT Australia Pty Ltd trading as Comet/Kwikasair Express -&- Transport Workers' Union of Australia, New South Wales Branch



Comet/Kwikasair Express Contract Carriers "Clearing Time" Agreement.

1. This Agreement shall apply to PUD Contract Carriers engaged in accordance with various Section 675 Agreements (made in accordance with the Industrial Relations Act 1991) and Section 324 Agreements applying to Contract Carriers and the Principal Contractor, with respect to the Principal Contractor's operations located at 16-24 Cosgrove Road, Enfield, NSW, 2136.
2. This Agreement shall be read in conjunction with the Agreements referred to in clause 1 of this Agreement. Where an inconsistency exists between this Agreement and any other Agreement, this Agreement shall prevail to the extent of any such inconsistency.
3. In addition to the Agreements referred to in clause 1 of this Contract Agreement, the following shall apply:

Registered
Contract Agreement
Industrial Registrar

 - a) Contract Carriers who are clearing from designated areas they are operating in before 4.30pm, shall commence clearing such areas at 4.30pm.
 - b) It is further agreed by both parties that increased productivity from the extension of clearance times will be hampered by late arrival of freight notes. The Company has undertaken a review of current procedures in an effort to improve the arrival and distribution of freight notes and all efforts shall be made by the company to ensure problems associated with the late arrival of freight notes to the site are minimised.
 - c) Contract Carriers fees for service shall increase by 2.5% so that the labour component for fees for service are calculated on a rate which is 5.0625% higher than the relevant weekly award rate of pay which would be applicable to an employee driving a truck of the size and capacity owned by the Contract Carrier.
 - d) The increase in fees for service granted in this Agreement shall absorb any increases in fees for service attributable to movements in the Transport Industry (State) Award (Industrial Gazette Vol 301, page 204) as varied and/or any Award varying replacing, succeeding or modifying the gazetted Award referred to herein.
4. The term of this Contract Agreement shall be 12 months from the date it is made.

Signed on behalf of TNT Australia Pty Ltd

R. Minkus

R. Minkus
National Industrial Relations Manager

23/6/98
Date:

G. Hansen
Witness:



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

.....
S. Hutchins
Secretary / Treasurer

.....
Date:

.....
Witness:

Signed on behalf of TNT Australia Pty Ltd

R. Minkus

R. Minkus
National Industrial Relations Manager

23/6/98
Date:

L. Hansen
Witness:



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

S. Hutchins

S. Hutchins
Secretary / Treasurer

24/6/98
Date:

R. Galin
Witness: