# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA00/184** 

TITLE: TNT Express Enfield Contractors Agreement 1999

I.R.C. NO:

0/63

DATE APPROVED/COMMENCEMENT: 23 March 2000

TERM:

1 year

**NEW AGREEMENT OR** 

**VARIATION:** 

New

**GAZETTAL REFERENCE:** 

4 August 2000

**DATE TERMINATED:** 

**NUMBER OF PAGES:** 

4

**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

Registered
Enterprise Agreement
Industrial Registrar

# **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 the Company operating out of its TNT Express terminal currently located at Cosgrove Rd Enfield 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:



# TNT EXPRESS ENFIELD CONTRACTORS AGREEMENT 1999

# 1. ARRANGEMENT

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# 2. INCONSISTENCY AND OPERATION

- (a) This agreement operates in conjunction with other agreements, as applicable. 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 prevails to the extent of any inconsistency.
- (b) This agreement shall operate from the date of certification by the Industrial Relation Commission, for a period of one year.

# 3. <u>DEFINITIONS</u>

"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

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Registered

trading as TNT Express but who may trade under another trading name from time to time as determined by the Principal Contract.

#### 4. CONTACT TARGETS

Contract carriers commit to co-operate with the Principal Contractor to target the achievement of 9.10am on road times, as at date of this agreement, and 9.05am on road times by March 2000 and; to achieve the minimum fleet average contact rate of 55 pick-up and delivery contacts and 15 bulk contacts, per contractor per day, by March 2000.

(Note: due to geographic or other operational issues, it may be necessary that some contract carriers will have to achieve in excess of this minimum on a regular basis)

#### 5. SYDNEY OLYMPICS

It is recognised by the parties to this agreement, that the Sydney Olympics may cause significant disruption to operational activities and customer service. In order to rffinimise this impact, contact carriers will positively co-operate with the principal contractor.

#### 6. 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

The Schedule of fees shall replace any previous schedule of fees or schedule of rates contained in any previous agreement (as noted in clause 2 of this Agreement). The schedule is in full satisfaction of the agreement known as "Comet/Kwikasair Interim agreement 21 November 1997."

# 2. Fees for Service

Category of Vehicle	Description of \$ amounts	\$ Hourly Rates Labour / Truck	Total
Category A	Labour Truck Grand Total	12.7527 11.4406	701.39 572.03 1,273.42
Category B	Labour ** Truck Grand Total	-13:0481 13.6174	717.64 680.87 1,398.51
Category C	Labøur Truck <i>Grand Total</i>	13.0481 16.0418	717.64 802.09 1,519.73
Category D	Labour Truck Grand Total	13.0481 17.7136	717.64 885.68 1,603.32
Category D1	Labour Truck Grand Total	13.0481 17.9814	717.64 899.06 1,616.70
Category D2	Labour Truck <i>Grand Total</i>	13.0481 18.1282	717.64 906.40 1.624.04 egistered Enterprise Agreement

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