

REGISTER OF
CONTRACT AGREEMENTS

CONTRACT AGREEMENT NO: CA99/10

TITLE: Toll Transport Pty Ltd (Contract Carriers) Industrial Agreement 1998

I.R.C. NO: 98/6734

DATE APPROVED/COMMENCEMENT: Approved and commenced 1 February 1999

TERM:

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

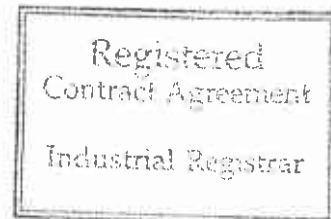
DATE TERMINATED: 31 October 2000

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Carriers engaged by Toll performing Contracts of Carriage in relation to its Business

PARTIES: TNT Australia Pty Limited t/as TNT Brewery Services -&- Toll Transport Pty Limited, Transport Workers' Union of Australia, New South Wales Branch, Transport Workers' Union of Australia, New South Wales Branch



TOLL TRANSPORT PTY LIMITED

(CONTRACT CARRIERS)

INDUSTRIAL AGREEMENT

1998



ARRANGEMENT

Page No

1. TITLE	1
2. INCIDENCE AND DURATION	1
3. DEFINITIONS AND INTERPRETATION.....	2
4. REGISTRATION OF AGREEMENT	3
5. CONTRACT RATES	3
6. CONTRACT RATES - ONGOING ADJUSTMENT	4
7. CUSTOMER SERVICE TELEPHONE CALLS.....	4
8. DEMURRAGE PAYMENTS	4
9. SEVEN DAY WORKING ARRANGEMENTS.....	4
10. START AND FINISH TIMES.....	4
11. AVAILABILITY OF VEHICLES FOR PRE-LOADING.....	4
12. NO ALLOCATIONAL HIERARCHY	4
13. MIXED PACK AND BULK DELIVERIES.....	5
14. NORMAL EMPTY KEG AND PALLET PICK-UP	5
15. PRODUCT RECALLS	5
16. ACCOUNTABILITY FOR STOCK	5
17. PRODUCT RETURNS FROM CUSTOMERS	5
18. MISCELLANEOUS TASKS	5
19. STOCK DAMAGED IN TRANSIT	5
20. USE OF ' OUTSIDE' CARRIERS	5
21. TOOHEYS PROMOTIONAL MATERIAL	6
22. UNIFORMS	6
23. VEHICLE MAINTENANCE AND PRESENTATION	6
24. CUSTOMER AND TOOHEYS STAFF RELATIONS	6
25. CUSTOMER SERVICE	6
26. CONSUMPTION OF ALCOHOL	6
27. DELIVERY DOCUMENTS	6



28. STORAGE OF PRODUCT6

29. THEFT OF PRODUCT7

30. DISCIPLINARY PROCEDURE7

31. ELECTRONIC FUNDS TRANSFER7

32. DISPUTE SETTLEMENT PROCEDURE7

Registered
Contract Agreement
Industrial Registrar

THIS INDUSTRIAL AGREEMENT is made on

1998.

BETWEEN:

THE TRANSPORT WORKERS' UNION OF AUSTRALIA (NEW SOUTH WALES BRANCH) (Union); and

TOLL TRANSPORT PTY LIMITED (ACN 006 604 191) having its principal office at Level 8, 380 St Kilda Road, Melbourne, Victoria (Toll)

RECITALS:

- A. By way of deed of novation, TNT Australia Pty Limited (ACN 000 495 269) (TNT) novated the Metro Agreement and the Industrial Agreement to Toll so that Toll now carries on the business of carrying and distributing products for Tooheys Pty Limited, throughout the Sydney Metropolitan area, Gosford, Wollongong, Lithgow, and the Southern Highlands.
- B. The business is carried on from the Tooheys Pty Limited brewery located at 29 Nyrang Street Lidcombe, NSW.
- C. In the course of its business Toll engages contract carriers, members of the Transport Workers' Union of Australia, to supply services in accordance with a contract between each individual Carrier and Toll.
- D. The contracts between each Carrier and Toll require that certain conditions of engagement be specified in an agreement under Chapter 6, Part 3 of the Act.
- E. Toll and the Union have reached agreement on those matters which are included in this section 322 Agreement.

IT IS AGREED AS FOLLOWS

1. TITLE

This Agreement shall be known as the Toll Transport Pty Limited (Contract Carriers) Industrial Agreement 1998.

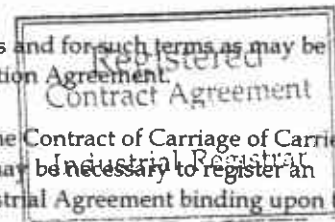
2. INCIDENCE AND DURATION

This Agreement:

- (i) applies to all Carriers engaged by Toll performing Contracts of Carriage in relation to its Business;
- (ii) rescinds and replaces all prior agreements between the parties, whether or not approved under the Industrial Arbitration Act 1940, the Industrial Relations Act 1991 or Industrial Relations Act 1996, including but not limited to the TNT Brewery Service (Contract Carriers) Industrial Agreement 1997;
- (iii) will operate from the date of approval by the Industrial Relations Commission of New South Wales until 31 October 2000;
- (iv) subject to section 330(3) of the Act, will not be varied, amended, rescinded or terminated (other than in accordance with its terms) without the consent of all parties.

The parties agree that this Agreement will be approved on such occasions and for such terms as may be necessary to ensure that it is registered for the duration of Toll's Distribution Agreement.

The Union and the Carriers agree that in the event of the assignment of the Contract of Carriage of Carriers from Toll to a new principal contractor, they shall take all such steps as may be necessary to register an industrial agreement, pursuant to the Act, in the same terms as this Industrial Agreement binding upon the assignee.



3. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears, the expression:

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

"Business" means the business of transporting and distributing alcoholic beverages of Lion Nathan/Tooheys from its brewery at 29 Nyrang Street Lidcombe, (or such other location used from time to time by Lion Nathan/Tooheys to brew or store its products), throughout the geographical region detailed in Attachment 1.

"Brewery" means the Tooheys Pty Limited brewery at 29 Nyrang Street, Lidcombe, NSW.

"Carrier" means a person who is (by way of novation) or becomes a party to a Contract of Carriage with Toll in relation to its Business, and includes a sole trader, partnership or corporation as prescribed in section 309 of the Act. Where the context so requires, a reference to the "Carrier" shall refer to the driver performing the Carrier's obligations pursuant to the Contract of Carriage.

"Commission" means the Industrial Relations Commission of New South Wales.

"Confidential Information" means:

- (a) all confidential, non-public or proprietary information exchanged between the parties under this Agreement or during the negotiations preceding this Agreement;
- (b) all confidential, non-public or proprietary information relating to Tooheys or Toll and their business which is disclosed either during the negotiations preceding this Agreement or after execution of this Agreement; and
- (c) all confidential, non-public or proprietary information concerning Tooheys or its marketing, technology, products or production innovations and any information concerning the customers of Tooheys, but excludes information:
 - (i) which is in or becomes part of the public domain other than through breach of this Agreement;
 - (ii) which a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
 - (iii) which Tooheys or Toll acquires from a third party entitled to disclose it.

"Contract Carriers Agreement" means an agreement between Toll and a Carrier in the form of Annexure 2.

"Contract of Carriage" has the meaning given to that expression by the Act.

"CPI" means the consumer price index calculated in accordance with the 'All Groups - Sydney' index published by the Australian Bureau of Statistics.

"Customers" means customers of Tooheys Pty Limited.

"Fringe Areas" means the Blue Mountains (west of the Nepean River), the areas south of Campbelltown and Engadine, Kurnell, and the areas from and including Mona Vale to and including Palm Beach.

"Industrial Agreement" means the novated industrial agreement entered into between TNT and the Transport Workers Union of Australia (New South Wales Branch) dated 5 August 1997 - a contract agreement registered pursuant to section 324 of the Act.

"Metro Agreement" means the novated Metropolitan Transport and Distribution Services Agreement between Tooheys and TNT dated as of 1 August 1996 and the Side Letter.

"Tooheys" means Tooheys Pty Limited ACN 000 002 568.

"Vehicle" includes a motor lorry and means the vehicles with the specifications in Schedule 2 of the Contract Carriers Agreement.



In this Agreement words importing the singular number shall include the plural and vice versa, and words importing masculine shall include feminine.

4. REGISTRATION OF AGREEMENT

The parties shall take the necessary steps to have this Agreement registered pursuant to section 324 of the Act.

5. CONTRACT RATES

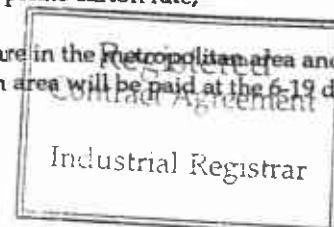
The applicable contract rates for Contracts of Carriage between Toll and a Carrier are as follows:

(a)

LOD PAY RATES

PACKAGED RATES	LOD PAY		
	As at 1 August 1996	As at 1 September 1996	As at 1 September 1997
STRAIGHT DROP			
12 PALLETS(12X79=948)	320.00	350.72	362.29
8 PALLETS (8X79=632)	220.00	241.12	249.08
2-5 drops	0.510	0.56	0.58
6-19	0.580	0.64	0.66
20+	0.650	0.71	0.73
Fringe	0.650	0.71	0.73
Southern Highlands	0.650	0.71	0.73
Blue Mountains	0.650	0.71	0.73
Gosford	0.650	0.71	0.73
Wollongong	0.650	0.71	0.73
Lithgow	0.700	0.77	0.80
BULK RATES			
Metro	2.81	3.09	3.20
Southern Highlands	3.10	3.40	3.52
Blue Mountains	3.10	3.40	3.52
Gosford	3.10	3.40	3.52
Wollongong	3.10	3.40	3.52
Lithgow	3.40	3.73	3.86
HOURLY RATE			
	38.86	Pack 42.59	44.00
		Bulk 42.67	44.12
DEMURRAGE			
First hour	0.00	0.00	
Every 15 mins after first hour	9.72	Pack 10.65	11.00
		Bulk 10.67	11.03
RETURNS			
Pack	0.30	0.33	0.34
Bulk	2.35	2.58	2.67

- (b) In addition to the rates included in (a) above a surcharge of 20% of the relevant rate will apply to work performed on Saturdays, Sundays, gazetted public holidays, and the Union picnic day to be held on the third Monday of February each year;
- (c) The rates specified in this clause include an amount in lieu of all leave payments which may have been payable under a previous agreement between the parties;
- (d) The minimum payment per drop will be 10 times the appropriate carton rate;
- (e) Where a delivery includes 6 or more drops some of which are in the metropolitan area and some outside the metropolitan area, the drops in the metropolitan area will be paid at the 6-19 drop rate;



- (f) Toll will endeavour to schedule deliveries in full truck loads (FTL). Toll trucks may be used for miscellaneous deliveries. If it is necessary to schedule less than FTL for Carriers, the minimum payment will be calculated on the basis of the following load:

Packaged	650 cartons
Bulk	144 kegs (Wollongong and Gosford only)

6. CONTRACT RATES - ONGOING ADJUSTMENT

The contract rates will be adjusted every twelve (12) months commencing 1 September each year in accordance with the Cost Model included in Annexure 1.

Where the adjustment results in a rate increase of a fraction of a cent, that part of the increase shall be rounded up to the nearest half cent. Provided that the next adjustment will be based upon the actual (unrounded) increased rate.

7. CUSTOMER SERVICE TELEPHONE CALLS

Carriers may be required by Toll to utilise truck phones to make telephone calls to customers.

Truck phones will be purchased and installed without cost to the Carrier.

Carriers shall only be required to reimburse the cost of calls over an agreed limit.

8. DEMURRAGE PAYMENTS

Where vehicle loading is delayed for a period in excess of one (1) hour for reasons including Brewery production line breakdowns, computer system failures, industrial disputes involving persons other than Carriers, product non-availability, or inability to load and/or unload empty kegs, Carriers shall be entitled to demurrage.

Demurrage payments will be made in respect of aggregate periods of fifteen (15) minutes, so that any part thereof will not attract payment.

Demurrage payments will be based on the hourly rate provided in Clause 5.

9. SEVEN DAY WORKING ARRANGEMENTS

Carriers shall make themselves available for all duties seven days per week.

Contracts of Carriage performed by Carriers on Saturdays, Sundays, gazetted public holidays or the Union picnic day will attract the contract rates specified in Clause 5(b) of this Agreement.

10. START AND FINISH TIMES

A sufficient number of Carriers will make themselves available for deliveries at times required by Toll to meet legal operational requirements, seven days per week.

11. AVAILABILITY OF VEHICLES FOR PRE-LOADING

Carriers will make vehicles available for pre-loading at the Brewery as required by Toll.

If required, transport will be provided to and from the Brewery without cost to the Carrier.

12. NO ALLOCATIONAL HIERARCHY

Allocation to Carriers of product for delivery shall occur in the manner agreed between Toll and the Union.

There shall be equal opportunity to earn.



13. MIXED PACK AND BULK DELIVERIES

Carriers shall deliver mixed consignments of pack and bulk products in the manner agreed to between Toll and the Union.

14. NORMAL EMPTY KEG AND PALLET PICK-UP

Subject to available space on the Vehicle, Carriers will collect empty beer kegs and empty pallets which are available for collection from Customers located at the Customer's premises each time a delivery of product is made to a Customer and return those kegs and/or pallets as the case may be to the Brewery.

15. PRODUCT RECALLS

Where a Carrier is required outside the normal delivery cycle to return product to the Brewery that is not required by the customer, the Carrier shall be entitled to payment at the rate specified in Clause 5(a).

16. ACCOUNTABILITY FOR STOCK

Carriers must account to Toll for all products carried. It is the responsibility of the Carrier to ensure that products delivered or returned to the Brewery comply with the relevant manifest.

Toll will monitor discrepancies on an 'overs and unders' basis over a long term period in relation to each Carrier. Where a consistent pattern of discrepancies emerges in relation to any Carrier, the discrepancies will be investigated further and may lead to disciplinary action being taken against the Carrier by Toll.

17. PRODUCT RETURNS FROM CUSTOMERS

Where a Carrier is required as part of the normal delivery cycle to return beer to the Brewery that is not required by the customer, the Carrier shall be entitled to payment at the rate specified in Clause 5(a).

Provided that a Carrier shall not be paid for return of product that results from his negligence.

18. MISCELLANEOUS TASKS

Carriers may be required to perform miscellaneous tasks including, but not limited to:

- (i) movement of empty kegs within the Brewery;
- (ii) out of delivery cycle pick up of empty kegs or pallets; or
- (iii) other tasks as reasonably required by Toll.

Where performance of tasks is required in accordance with this clause the Carrier shall be paid the hourly rate specified in Clause 5 (a) or a fixed payment agreed between Toll and the Carrier.

19. STOCK DAMAGED IN TRANSIT

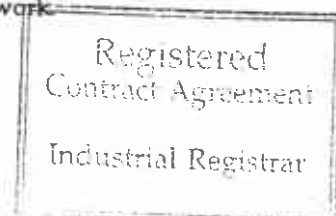
It is the responsibility of the Carrier to ensure that products are safely loaded onto the Vehicle, properly secured, and protected against adverse weather.

A working tolerance on damaged stock will be established between Toll and the Union and advised to all Carriers.

The Carrier shall pay to Toll the amount of any claim, loss, or expense incurred by Toll in consequence of goods in the charge of the Carrier being damaged in transit, as a result of the proven negligence of the Carrier.

20. USE OF 'OUTSIDE' CARRIERS

Toll may, after consultation with the Union and the Carriers, engage casual Carriers where Carriers are unable to meet customer delivery requirements because of high volumes of work.



21. TOOHEYS PROMOTIONAL MATERIAL

Carriers may be required to distribute promotional material to Tooheys' customers.

Where this occurs as part of their normal delivery cycle, no payment additional to the normal contract rates will be made.

Where distribution occurs outside their normal delivery cycle, an additional payment will be made at the rate specified in Clause 5(a).

22. UNIFORMS

When performing services for Toll, Carriers may be required to wear uniforms.

The initial allocation shall be;

- One (1) cap or hat
- Five (5) shirts
- Five (5) pairs of shorts or trousers
- One (1) cold weather jacket
- One (1) spray jacket

Uniforms will be supplied by Toll at no cost to the Carrier, and will be replaced on a "fair wear and tear" basis.

Carriers shall maintain the uniforms in a clean condition.

Good quality safety boots and gloves will be supplied where appropriate.

23. VEHICLE MAINTENANCE AND PRESENTATION

Carriers shall maintain vehicles in a mechanically sound, roadworthy and clean condition.

24. CUSTOMER AND TOOHEYS STAFF RELATIONS

Carriers will observe the necessity for civility with Customers and staff of Tooheys at all times.

In the event of disagreement with Customers or Tooheys staff, the Carrier shall refer the matter without delay to Toll's Distribution Manager.

25. CUSTOMER SERVICE

Toll and the Carriers commit themselves to maintaining high standards of customer service in relation to all aspects of Toll's Business. Toll will pay parking fines which are unavoidably incurred in order to meet customer delivery requirements.

26. CONSUMPTION OF ALCOHOL

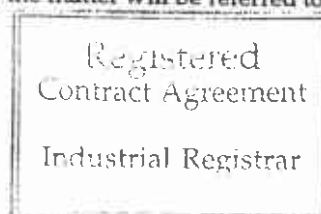
Carriers shall not consume alcohol or illegal drugs during the performance of duties.

27. DELIVERY DOCUMENTS

Carriers will ensure that all relevant delivery documents are delivered to Customers at the time of delivering product and that all necessary delivery records (with signatures if necessary) are returned to the Brewery.

28. STORAGE OF PRODUCT

Carriers will take reasonable steps to assist in the location and storage of product within the premises of the relevant customer. If customer requirements are unreasonable, the matter will be referred to Toll.



29. **THEFT OF PRODUCT**

Carriers will use reasonable endeavours to ensure that all product under the direct control of the Carrier is not stolen, lost or damaged.

30. **DISCIPLINARY PROCEDURE**

The procedures for and the rights of Carriers on termination will be as set out in the Contract Carriers Agreement.

In the case of a proven breach by a Carrier of the provisions of this Agreement or the Contract Carriers Agreement between the Carrier and Toll (including, without limitation, by disclosure of Confidential Information) disciplinary action may be taken by Toll against the Carrier concerned. The Carrier may require that a Union delegate be present during any discussions concerning disciplinary action. Such disciplinary action may include one or more of the following:

- (i) a direction to rectify the problem;
- (ii) counselling of the Carrier concerned;
- (iii) a verbal warning that a subsequent breach will involve more serious disciplinary action;
- (iv) a formal letter of warning indicating that a subsequent breach of the relevant clauses will result in Toll terminating the contract of the Carrier concerned;
- (v) temporary suspension of the Contract Carriers Agreement between the Carrier and Toll; and
- (vi) formal notification of Toll's intention to terminate the Contract Carriers Agreement between Toll and the Carrier on the expiry of three (3) months, but to allow the Contract Carrier to assign the contract within the three (3) month period in accordance with the Contract Carriers Agreement. During the notice period Toll may in its discretion refuse to allocate further work to the Carrier.

31. **ELECTRONIC FUNDS TRANSFER**

Toll shall pay Carriers by means of electronic funds transfer (direct bank deposit).

Toll shall ensure that the relevant payments are available in the Carrier's nominated bank account.

Where Toll becomes aware that funds have not been credited to the nominated bank accounts it will immediately make arrangements for the payments to be made to Carriers by cheque.

32. **DISPUTE SETTLEMENT PROCEDURE**

Commitment to Procedure

The parties shall take all necessary steps to ensure that Carriers, delegates, officers, officials, Toll executives and staff follow the procedure set out below. The intention being that any disputes shall promptly be resolved by discussions in good faith without interruptions to the Business. The parties shall respectively notify each other as soon as possible of any matter that might give rise to a dispute.

The Procedure

- (a) In the event of a dispute or difficulty arising, the senior delegate and the Distribution Manager shall immediately confer and attempt to resolve the matter without delay.
- (b) If no agreement is reached the senior delegate shall discuss the matter in dispute with senior management. The delegate may request the involvement of a Union official at this time.
- (c) If no resolution is forthcoming, the Union official may seek the assistance of the Secretary of the Union, and the senior manager may seek to involve Toll industrial relations staff.

Right to Refer to the Commission

The above steps shall not preclude reference of a matter to the Commission at any stage of this procedure if a party believes it necessary.

Registered
Contract Agreement

ANNEXURE 1

Registered
Contract Agreement
Industrial Registrar

ANNEXURE 1

COST MODEL

TABLE 1

(a)	(b)	(c)	(d)	(e)
Category of Cost	Weighting	Cost Component - Tap -	Cost Component - Packaged -	Benchmark for Initial Review
Labour	33%	\$0.93	\$0.17	\$573.20
Fixed Costs	39%	\$1.10	\$0.20	\$15.20
Running Costs	28%	\$0.78	\$0.15	\$0.7722
Contract Rate		\$2.81	\$0.52	

BENCHMARKS

The following benchmarks will be used as a basis for calculating any variations in the following categories of cost:

- (a) **Labour Component:** Average "All Employees - NSW" weekly earnings as published by the Australian Bureau of Statistics in May each year.
- (b) **Fixed Costs:** Variations to the non-wages cost component items of the Hourly Standing Rate for vehicles of carrying capacity of not less than 12 and less than 14 tonnes in Scale C of Schedule 1 of the Transport Industry - General Carriers Contract Determination.
- (c) **Running Costs:** Variations to the Running Rate for vehicles of carrying capacity of not less than 12 and less than 14 tonnes in Scale C of Schedule 1 of the Transport Industry - General Carriers Contract Determination.

REVIEW AND VARIATION TO CONTRACT RATES

- (a) The Contract Rates will be reviewed, and if necessary, varied on each Review Date by adding together the new cost component for each category of cost determined in accordance with the following formula:

$$A = \frac{B \times D}{C}$$

Where

A = The new Cost Component for the category of cost effective at the Review Date

B = The new Benchmark effective at the Review Date

C = The Benchmark for previous Review Date

D = The Cost Component for the relevant category of cost at the previous Review Date.

Registered
Contract Agreement
Industrial Registrar

- (b) For the purposes of the initial review pursuant to Clause 6 of this Agreement, the relevant benchmarks to be used in the Cost Model formula above will be as follows:

"C" shall be the benchmark figure in column (e) of Table 1

"D" shall be the relevant cost component amounts in columns (c) and (d) of Table 1.

- (c) The new contract rates that will apply from the review date shall, in respect of both tap and packaged beer, be the sum of the relevant Cost Components resulting from the application of the formula in (a) above.

ANNEXURE 2

Registered
Contract Agreement
Industrial Registrar

This is an important document. It is a contract which will replace the current arrangements under which you carry Tooheys' products from the Brewery. Before you sign this contract you should read it carefully and obtain legal advice on its terms and effect from a solicitor. Your solicitor must sign the accompanying Solicitor's Certificate and this must be returned with your signed contract.

TOOHEYS BREWERY CONTRACT CARRIER'S AGREEMENT

Agreement dated _____ 1997 between:

- (1) TNT AUSTRALIA PTY LIMITED (ACN 000 495 269) of Level 8, TNT Plaza, Tower 1, Lawson Square, Redfern, New South Wales 2016 ("TNT"); and
- (2) [_____] (ACN _____) of [_____] ("you").

BACKGROUND

- A. TNT has for many years been engaged by Tooheys to transport and distribute Tooheys' Products from the Brewery to the Sydney Metropolitan area, Gosford, Wollongong, Lithgow and the Southern Highlands.
- B. TNT engages Contract Carriers to carry Tooheys' Products from the Brewery.
- C. TNT and Tooheys will enter into a formal Distribution Agreement which will replace and formalise current arrangements and run effective from 1 August 1996 to 31 July 2006, and in preparation for this:
- (i) TNT and the Transport Workers' Union of Australia (New South Wales Branch) have negotiated an Industrial Agreement; and
 - (ii) TNT and the Contract Carriers will enter into individual Contract Carriers Agreements in this form to replace and formalise their current arrangements.
- D. The Contract Carriers wish the Seniority Lists to be divided into categories determined by the Contract Carriers in consultation with the Transport Workers' Union and as set out in Schedule 3.
- E. The purpose of the Contract Carriers Agreements is to:
- (i) secure work for the Contract Carriers for the life of TNT's Distribution Agreement; and
 - (ii) record the agreement reached between TNT and the Contract Carriers as to the compensation they should receive if their contracts are terminated in certain circumstances (for example, if minimum average earnings fall, there is a reduction in available work, or TNT's Distribution Agreement is terminated).

IT IS AGREED as follows.

1. YOUR ENGAGEMENT AS A CONTRACT CARRIER

1.1 By this Agreement:

- (a) TNT, through its TNT Brewery Services Division, engages you to supply the Vehicle and the personnel necessary to carry Tooheys' Product in the Delivery Area as a contractor to TNT; and
- (b) you accept the engagement;

in each case subject to the terms and conditions of this Agreement and the Industrial Agreement.

Registered
Contract Agreement

Industrial Registrar
you to supply the Vehicle and the
Delivery Area as a contractor to TNT; and

1.2 Once you enter into this Agreement with TNT:

- (a) it will replace all earlier agreements and arrangements between you, your Nominated Driver and TNT relating to the carriage of Tooheys' Products from the Brewery in the Delivery Area; and
- (b) it will, for the whole term, be the only and entire agreement between you and TNT for the carriage of Tooheys' product from the Brewery in the Delivery Area.

2. THE INDUSTRIAL AGREEMENT

- 2.1 The terms of the Industrial Agreement are incorporated into and form part of this Agreement.
- 2.2 The Industrial Agreement will remain in force for the whole term, subject to annual review of rates of remuneration under Clause 6 of the Industrial Agreement.
- 2.3 The Industrial Agreement will be re-registered on such occasions and for such terms as may be necessary to ensure that it is registered for the duration of TNT's Distribution Agreement.
- 2.4 The Industrial Agreement will not be varied or terminated except in accordance with its terms or as required by law.
- 2.5 If this Agreement is assigned by TNT under Clause 10, the Industrial Agreement will be re-registered so that it binds the company to whom it is assigned.
- 2.6 If, despite the previous paragraphs, the Industrial Agreement lapses during the term, this Agreement will continue unaffected on the basis that it will be taken to incorporate the Industrial Agreement in its form immediately before it lapsed.

3. TERM OF THIS AGREEMENT

- 3.1 This Agreement will commence if and only if TNT's Distribution Agreement is signed and exchanged by TNT and Tooheys, and will then run for a term of 10 years effective from 1 August 1996.
- 3.2 If the term of TNT's Distribution Agreement is extended by written agreement between TNT and Tooheys, this Agreement will automatically be extended for the same additional term.

4. ASSIGNMENT

TNT does not require that any person to whom you might assign this Agreement should make any payment to you (as a premium or fee whether characterised as goodwill or otherwise) in connection with the assignment. Any payment that you may obtain in connection with an assignment will be entirely a matter between you and that person. TNT does not endorse payments of this kind and will not be responsible for compensating a new Contract Carrier for any loss on termination of this Agreement over and above the amounts it has committed to pay under Clause 9.

- 4.1 You may assign this Agreement (but not including your rights described in Clause 4.2) for the balance of its term if and only if:
 - (a) TNT has consented in writing to the assignment (TNT may not withhold consent unreasonably);
 - (b) you assign to a company; and
 - (c) TNT receives duly signed and completed Assignment Documents.
- 4.2 You as an Existing Contract Carrier may not (subject to Clauses 4.5, 4.6 and 4.7) assign:
 - (a) your rights to compensation on termination under Clause 9.2(b); or
 - (b) your position in the Seniority Lists in Schedule 3.



These rights are personal to Existing Contract Carriers.

4.3 Any change in the control of you as a body corporate will be regarded as an assignment for the purposes of this Clause and must not take place unless TNT has consented in writing to the assignment.

4.4 If this agreement is assigned, then for the purposes of the Seniority Lists:

- (a) the New Contract Carrier will be in the same part of the Seniority Lists as the Existing Contract Carrier or the New Contract Carrier from whom the assignment is taken and will take a position at the end of the same part of the Seniority Lists of Existing Contract Carriers or New Contract Carriers; and
- (b) within the relevant part of the Seniority Lists the New Contract Carrier's commencement date will be:
 - (i) in respect of the New Contract Carriers listed in Schedule 3, the date specified in that Schedule;
 - (ii) in respect of other New Contract Carriers, the date on which the assignment takes effect (see Clauses 8.4 and 8.5).

Examples of the intended operation of this clause are set out in Schedule 6.

4.5 If you are a partnership and one of your partners dies and TNT is reasonably satisfied that you will suffer hardship as a result, TNT will not unreasonably withhold its consent to an assignment of this Agreement (including your rights described in paragraphs (a) and (b) of Clause 4.2) to a company incorporated by you for the sole purpose of continuing this Agreement (but no payment may be made between you and the company as consideration for the assignment).

4.6 If you are a sole trader and you die, then your successor (for example, your family member who is entitled to your estate) can assign this Agreement to a New Contract Carrier as if you were making the assignment in accordance with Clause 4. If, however, your successor wishes to continue this Agreement, TNT will not unreasonably withhold its consent to the benefit of this Agreement continuing with a company owned and controlled by your successor. Your personal rights under clause 4.2 will flow through to your successor's nominated company in these circumstances. TNT will not recognise any payment that is made between your successor and the company as consideration for the assignment.

4.7 If you are a sole trader or partnership and you wish to assign this Agreement to a company that you have incorporated, you may do so with TNT's consent (which TNT will not unreasonably withhold). An assignment to your new company shall be in accordance with this Agreement (TNT will not recognise any payment that is made between you and the company as consideration for the assignment) and shall include the assignment of your rights described in paragraphs (a) and (b) of clause 4.2.

5. YOUR REMUNERATION

5.1 You will be remunerated by TNT in accordance with the Industrial Agreement.

5.2 TNT may make the following deductions from your remuneration:

- (a) any deductions authorised in writing by you;
- (b) costs of repairs, maintenance work and fuel provided by or through TNT;
- (c) court orders or garnishees; and
- (d) any deductions required by law.



6. YOUR NOMINATED DRIVER

- 6.1 (a) You must nominate a driver of your Vehicle who must be a person who is connected with you as a body corporate, partnership or sole trader as described in section 309 of the Act. Your initial Nominated Driver will be the person referred to in Schedules 1 and 3.
- (b) You may change your Nominated Driver by written notice to TNT after first consulting TNT about the suitability of the driver and obtaining TNT's consent (which it will not unreasonably withhold).
- 6.2 For the purposes of this Agreement an act, default or misconduct by your Nominated Driver or replacement driver will be taken to be your own act, default or misconduct.
- 6.3 Your Nominated Driver (or a replacement driver where Clause 6.4 permits) must drive the Vehicle when it is supplied by you to TNT for work under this Agreement.
- 6.4 (a) If your Nominated Driver is unable or unavailable to drive your Vehicle, you may seek TNT's approval to use a replacement driver for up to 3 months.
- (b) TNT may allow an extension of the use of the replacement driver due to serious injury or illness of your Nominated Driver or on other compassionate grounds. TNT's consent to such an extension will not be unreasonably withheld.
- (c) If TNT approves the use of a replacement driver and the disability or non-availability continues for more than 3 months (or an extended period agreed under (b) above), you will be in breach of this Agreement. TNT may then give notice of intention to offer no further Contracts of Carriage under this Agreement.
- (d) You will ensure that any replacement driver does not commit misconduct or fail to comply with this Agreement.
- 6.5 (a) You must ensure that your driver always holds a current driver's licence appropriately endorsed in respect of a vehicle of the class of the Vehicle. You must notify TNT immediately if the licence is suspended or cancelled.
- (b) If requested by TNT the driver of the Vehicle must produce his or her current driver's licence correctly endorsed for the classification of the Vehicle. If the driver does not do so, TNT will be entitled to refuse to allocate any further work to you until the driver produces a valid licence.

7. YOUR GENERAL DUTIES AND RESPONSIBILITIES

- 7.1 You will undertake such cartage and ancillary work in the Delivery Area as is reasonably required by TNT. You will not be entitled to any specific route or run, or specific customers of Tooheys (the only exception being Jim Ryan who will keep his Engadine run).
- 7.2 This Agreement does not constitute any form of contract of employment or partnership between TNT and you or between TNT and your Nominated Driver or other personnel.
- 7.3 You will ensure that your Vehicle is always registered under applicable legislation and regulations (presently the Traffic Act 1909) and that all necessary insurances are in force with respect to the Vehicle.
- 7.4 The drivers and other personnel supplied by you must always be under your control. Subject to this Agreement, you will retain all normal rights, powers and responsibilities of an employer including remuneration, termination of service, hours of service, places of performance, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law, award or industrial agreement.
- 7.5 You will comply with all requirements as to payroll tax, group tax or any other taxes or levies in relation to all drivers and other personnel engaged by you in carrying out this Agreement.



7.6 You will take out and maintain workers compensation insurance to cover the driver or any other employee that you may engage in carrying out this Agreement.

7.7 Whether or not you engage personnel in addition to your Nominated Driver is entirely at your discretion. Nothing in this Agreement makes it mandatory that you do so.

8. **TERMINATION OF THIS AGREEMENT**

There are circumstances in which this Agreement might come to an end before 31 July 2006. These are described in this Clause 8. Your rights to compensation on termination are described in Clause 9. TNT is unable to guarantee any work from the Brewery or anywhere else after this Agreement expires.

8.1 You may terminate your engagement under this Agreement by giving TNT one month's written notice of your intention to do so.

8.2 TNT may terminate your engagement under this Agreement by giving you written notice of termination on a date specified by TNT:

- (a) if TNT's Distribution Agreement is terminated because a Contract Carrier has materially breached his Contract Carriers Agreement;
- (b) under the disciplinary procedures in Clause 30 of the Industrial Agreement;
- (c) if, in relation to you as a body corporate, you become insolvent, a receiver, receiver and manager, administrator or other insolvency manager is appointed, winding up is commenced, you cease to carry on business or you enter into a compromise or arrangement with your creditors (in each case, except as a direct result of a fall in average minimum earnings which triggers paragraph (g) below);
- (d) if you are a partnership, that partnership is dissolved, terminated or reconstituted in any way;
- (e) if you are a natural person, you are made bankrupt or are the subject of an arrangement under Part X of the Bankruptcy Act, or you become of unsound mind;
- (f) if there is change in distribution of Tooheys' products from the warehouse at the Brewery (not caused by a downturn in overall deliveries of product) and the change results in reallocation of work from you to other carriers (including carriers of TNT or any division of TNT) and your engagement is terminated under the procedures in Clause 8.4; or
- (g) if average minimum earnings fall and your engagement is terminated under the procedures in Clause 8.5.

8.3 (a) Clauses 8.4 and 8.5 set out the procedures to be followed if there is a reallocation of work (Clause 8.2(f)) or if average minimum earnings fall below a specified level (Clause 8.2(g)).

(b) For the purposes of Clause 8.5:

- a = the total payments to Contract Carriers for the previous 12 months ending on the day before the relevant Annual Review Date (the "Period").
- b = \$113,000 (for the purpose of this clause, "Minimum Earning Requirement") as varied and effective from 1 September at the beginning of the relevant Period (varied according to the same percentage as the variation in the Total Average Rates).

$$c = \frac{a}{b}$$

which represents the number of Contract Carriers capable of earning the Minimum Earning Requirement in the Period.

Registered
Contract Agreement
Industrial Registrar

6.

d = the average number of Contract Carriers during the relevant Period.

e = d - c and represents the maximum number of Contract Carriers to be terminated.

(c) Contract Carriers will be taken to have agreed to terminations under the procedures set out in clauses 8.4 and 8.5 if a majority of them approve that some terminations should occur.

8.4 Where there has been a reallocation of work as described in Clause 8.2(f) and the Contract Carriers agree that some terminations should take place:

(a) then TNT will seek expressions of interest from the Contract Carriers for voluntary termination, and TNT will terminate the Contract Carriers Agreements of the volunteers in the following order:

- (i) first, from Contract Carriers in Part 2 of Schedule 3, in reverse order of seniority from the bottom of the Seniority Lists up, and
- (ii) then, if further terminations are required, from Part 1 of Schedule 3 in reverse order of seniority from the bottom of the Seniority Lists up,

choosing from each of the lists according to the relative downturn in work as between packaged and bulk deliveries;

(b) but if no volunteers or an insufficient number of volunteers come forward, TNT will terminate Contract Carriers Agreements in the following order:

- (i) first, from any volunteers under paragraph (a) above;
- (ii) next from Contract Carriers in Part 2 of Schedule 3 in reverse order of seniority (from the bottom of the Seniority Lists up); and
- (iii) then from the Contract Carriers in Part 1 of Schedule 3 in reverse order of seniority (from the bottom of the Seniority Lists up),

choosing from each of the lists according to the relative downturn in work as between packaged and bulk deliveries.

8.5 If as at an Annual Review Date $c < d$ (representing a fall in average minimum earnings), TNT will consult with Tooheys and then the Contract Carriers as to whether any Contract Carriers Agreements should be terminated. Where $c < d$ and the Contract Carriers agree that some terminations should take place:

(a) then TNT will seek expressions of interest from the Contract Carriers for voluntary termination;

(b) but if no volunteers or an insufficient number of volunteers come forward, TNT will terminate Contract Carriers Agreements in the following order:

- (i) first, from any volunteers under clause 8.5(a);
- (ii) next from Contract Carriers in Part 2 of Schedule 3 in reverse order of seniority (from the bottom of the Seniority Lists up);
- (iii) then from the Contract Carriers in Part 1 of Schedule 3 in reverse order of seniority (from the bottom of the Seniority Lists up),

choosing from each of the lists according to the relative downturn in work as between packaged and bulk deliveries.

8.6 If the Contract Carriers decide that no terminations should take place under Clause 8.4 or Clause 8.5 then:

(a) the Minimum Earning Requirement will not be reduced; and

(b) the fact that your actual earnings are reduced will not be a ground for seeking an increase in your rates of remuneration under the Industrial Agreement.

Registered
Contract Agreement
Industrial Registrar

8.7 Where this Agreement is terminated:

- (a) any mobile communications equipment supplied by TNT or Tooheys will be removed from your Vehicle at TNT's expense within 3 working days from the date of termination;
- (b) TNT will then pay you any remuneration due to you under Clause 5 to the date of termination but unpaid;
- (c) TNT will at its own expense arrange for your Vehicle to be repainted and have sign writing removed in each case by a painter chosen by TNT; and
- (d) TNT will pay you any compensation due on termination under Clause 9.

8.8 The only exception to the rules in Clauses 8.4 and 8.5 is in respect of Jim Ryan. His Contract Carriers Agreement will fall to be terminated where there is a reallocation of work or a fall in earnings which is directly referable to his Engadine run. This Clause 8.8 will be taken to form part of and be as one with Clauses 8.4 and 8.5.

9. YOUR COMPENSATION ON TERMINATION

This Clause 9 tells you what compensation you will receive if this Agreement is terminated and that this is the only compensation you will be able to claim. In summary, you will receive a fixed amount of compensation if this Agreement is terminated because of a reallocation of work at the Brewery (see Clause 8.4) or a fall in average minimum earnings (see Clause 8.5).

9.1 You will not receive any compensation from TNT where this Agreement naturally comes to the end of its term or it is terminated:

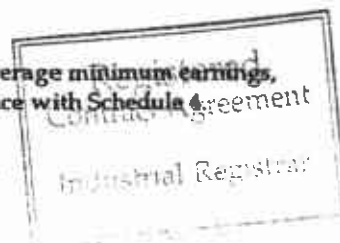
- (a) by you voluntarily under Clause 8.1; or
- (b) by TNT under Clause 8.2(a), (b), (c), (d) or (e),

but where it is terminated under Clause 8.2(b) you may, subject to Clause 4, assign this Agreement within 3 months of receiving notice of termination. During those 3 months TNT may in its discretion decline to allocate further work to you under this Agreement.

9.2 If this Agreement is terminated by TNT under Clause 8.2(f) because of reallocation of work, you will be compensated by TNT as follows:

- (a) Where the number of New Contract Carriers immediately before the terminations under Clause 8.2(f) is greater than the total number of Contract Carriers Agreements actually terminated under that Clause
 - you will receive a lump sum payment calculated in accordance with Schedule 4.
- (b) Where the number of New Contract Carriers immediately before the terminations under Clause 8.2(f) is less than the total number of Contract Carriers Agreements actually terminated under that Clause
 - If you are an Existing Contract Carrier, you will receive a lump sum payment of \$200,000.
 - If you are a New Contract Carrier, you will receive a lump sum payment calculated in accordance with Schedule 4.

9.3 If this Agreement is terminated by TNT under Clause 8.2(g) because of a fall in average minimum earnings, you will be compensated by TNT by a lump sum payment calculated in accordance with Schedule 4.



9.4 By signing this Agreement you:

- (a) acknowledge that you regard the compensation payable by TNT under Clauses 9.2 and 9.3 as a reasonable pre-estimate of the damage you may suffer from early termination of this Agreement; and
- (b) release TNT and Tooheys from all liability that might otherwise exist for compensation for loss arising from early termination of this Agreement (including any claim for loss of goodwill or any other amount paid as a premium or fee in return for Contracts of Carriage from the Brewery).

10. **TERMINATION OF TNT'S DISTRIBUTION AGREEMENT**

10.1 If Tooheys proposes to terminate TNT's Distribution Agreement because:

- (a) an Insolvency Event occurs in respect of TNT; or
- (b) TNT commits any material breach of the terms of TNT's Distribution Agreement and:
 - (i) the breach is not capable of being cured; or
 - (ii) the breach is capable of being cured and TNT fails to cure the breach within 14 business days of being notified in writing of the breach by Tooheys; or
- (c) (i) control of KPN or TNT (as defined in clause 26.3 of TNT's Distribution Agreement) is obtained by any person who does not control that body corporate at the date of execution of TNT's Distribution Agreement (other than in the case of TNT a person that is a wholly owned subsidiary of KPN);
 - (ii) if TNT ceases to be a wholly-owned subsidiary of KPN;
 - (iii) if TNT ceases to be incorporated in Australia and ceases to have either its central management and control or main operations in Australia.

then you will accept an assignment of this Agreement by TNT to Tooheys or to some other company or organisation nominated by Tooheys as agreed with the Contract Carriers.

10.2 The assignment will take place on termination of TNT's Distribution Agreement, after which you will not be entitled to damages, costs, losses, redundancy or any other compensation (including any loss of goodwill) from TNT or anyone else in conjunction with the termination of TNT's Distribution Agreement or the assignment of this Agreement by TNT.

10.3 If TNT terminates the Distribution Agreement because an Insolvency Event occurs in respect of Tooheys or Tooheys commits (and does not cure) a material breach of TNT's Distribution Agreement then:

- (a) TNT and Contract Carriers will consult in good faith about available options for deploying Contract Carriers in alternative work;
- (b) but, when after reasonable consultation, suitable alternative work cannot be identified for you or is not accepted by you, you or TNT may terminate this Agreement in which case you will receive from TNT a lump sum calculated in accordance with Schedule 4 (and no further amount will be payable by TNT).

Registered
Contract Agreement
Industrial Registrar

11. CONFIDENTIALITY

This Clause is intended to protect Tooheys' confidential information about its products, marketing, customers and technology from its competitors. It is essential that you play your part in protecting that information.

11.1 For the purposes of this Agreement "Confidential Information" means:

- (a) all confidential, non-public or proprietary information relating to Tooheys or TNT and their business which is disclosed to you either before or after execution of this Agreement; and
- (b) all confidential, non-public or proprietary information concerning Tooheys or its marketing, technology, products or production innovations and any information concerning its customers, but excludes information:
 - (i) which is in or becomes part of the public domain other than through breach of this Agreement; or
 - (ii) which a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
 - (iii) which you acquire from a third party entitled to disclose it.

11.2 You must take all action necessary to maintain the confidential nature of Confidential Information provided to or obtained by you.

11.3 You must ensure that your officers, employees, agents or advisers (whether or not still employed or engaged in that capacity) do not do or fail to do anything which, if done or omitted to be done by you, would be a breach of your obligations of confidentiality under this Agreement.

12. INTERPRETATION

The following definitions apply in this Agreement:

"Act" means the Industrial Relations Act 1996(NSW) as amended from time to time or any Act that replaces it.

"Annual Review Date" means 1 September 1996 and the anniversary of that date of each subsequent year.

"Assignment Documents" means:

- (a) a Deed of Assignment; and
- (b) a Solicitor's declaration to the effect that this Agreement (and in particular Clauses 1, 4, 8 and 9) have been explained to the directors of the New Contract Carrier,

in each case in a form to be provided by TNT to you on request and without charge.

"Brewery" means the brewery operated by Tooheys at 29 Nyrang Street, Lidcombe, New South Wales or such other location as TNT may reasonably determine from time to time.

"carrying" or "carry" or "cartage" means the transportation of Tooheys' Products by a Contract Carrier under this Agreement.

"Contract Carriers" means you and other Existing Contract Carriers and New Contract Carriers.

"Contract Carriers Agreement" means an agreement between TNT and a Contract Carrier substantially in this form.

"Contract of Carriage" has the meaning in the Act.



"Delivery Area" is the area defined by Attachment 1 to the Industrial Agreement.

"Existing Contract Carrier" means those Contract Carriers who are listed in Schedule 3 and date specified in Schedule 3 is on or before 30 November 1995.

"Industrial Agreement" means the agreement between The Transport Workers' Union of Australia (New South Wales Branch) and TNT, a copy of which is Annexure 1, and any industrial agreement or industrial instrument with equivalent effect that succeeds or replaces it, which is a Contract Agreement for the purposes of section 322 of the Act.

"KPN" means Koninklijke PTT Nederland NV (a company incorporated in The Netherlands).

"New Contract Carrier" means a Contract Carrier who takes an assignment from an Existing Contract Carrier or a New Contract Carrier, as the case may be, on or after 1 December 1995.

"Nominated Driver" means a person nominated by you to TNT who is, in relation to you as a body corporate, partnership or sole trader a person of a kind referred to in section 309 of the Act.

"Seniority Lists" means the lists in Schedule 3.

"term" is the term of this Agreement as provided in Clause 3.1 and as extended under Clause 3.2.

"TNT's Distribution Agreement" means the Metropolitan Transport and Distribution Services Agreement between Tooheys and TNT in respect of the Brewery.

"Tooheys" means Tooheys Pty Limited ACN 000 002 568.

"Tooheys Products" means tap (keg) and packaged beer including the products lists in Schedule 5 together with such other products as Tooheys may designate from time to time by notice to TNT under TNT's Distribution Agreement.

"Vehicle" means a motor lorry with the specifications in Schedule 2.



SCHEDULE 1**Nominated Driver**

Name

Address

Date of Birth

Licence Expiry Date

Licence Number

Class of Licence

SCHEDULE 2**Vehicle Specifications**

Each Vehicle must be 12 tonnes (unless otherwise specified) and must include:

- **Base Colour** - as specified by TNT but initially gloss black
- **Fittings** - such fittings as are required to ensure that a mobile phone hands free set can be installed
- **Associated Equipment**
 - tarpaulin (or other protection) capable of protecting products from rain and other elements;
 - gates;
 - barrow (for packaged products);
 - angles for protection of product when being tied down;
 - ropes and other devices for securing products in transit;
 - pallet jack (as required)
- **Condition**
 - to be maintained in a roadworthy and mechanically reliable condition;
 - to be kept clean and rust free;
 - paintwork to be maintained by you between full repainting organised by TNT (to be undertaken every 4 years)



SCHEDULE 3

TNT BREWERY SERVICES			
PACKAGE LOD'S SENIORITY LIST - as at 16 August 1998			
SENIORITY	NAME	COMPANY NAME	COMMENCEMENT DATE
Part One			
1	Bob Innes	A B Innes Pty Ltd	15 Aug 76
2	Alex Innes	A B Innes Pty Ltd	15 Aug 76
3	Tony Kujawski	Aviton Pty Ltd	26 Apr 77
4	Alan Sandstrom	Aba-Gotu Pty Ltd	1 Nov 81
5	Richard Posenski	Ranser Pty Ltd	30 May 85
6	Mick Leary	M&M Leary	4 Jul 85
7	Robbie John	Ilenova Pty Ltd	28 Nov 85
8	Bob Charlton	Nicholli Pty Ltd	20 Oct 86
9	Jock Kingston	Fynbrew Pty Ltd	20 Oct 86
10	Ian Gough	I G Gough & C A Brown	28 May 87
11	Graham Purcell	G J & D A Purcell	2 Jul 87
12	Jim Rudling	Hanicept Pty Ltd	12 Jan 89
13	Alan Coleman	Tovelight Pty Ltd	5 Feb 89
14	Warren Snodgrass	W & G Snodgrass	2 Apr 89
15	Bob Hayden	Haydo Enterprises Pty Ltd	28 Apr 89
16	Dave Franklin	Allanda Pty Ltd	27 Dec 91
17	Matthew Leary	Matthew Leary	28 Feb 92
18	Allan Smith	Econol Pty Ltd	11 Mar 93
19	Dean Simpson	D & N Haulage Pty Ltd	7 Dec 95
20	Shane Simpson	Shane Simpson Pty Ltd	11 Dec 95
21	Ron Elzahr	Ecom Pty Ltd	27 Mar 96
22	Peter Williams	Debord Transport Pty Ltd	1 Apr 96
23	Peter Farrell	Truck & Barrell Pty Ltd	22 Jan 97
24	John Franco	Abellas Pty Ltd	14 Aug 97
25	Michael Atkins	Ginfawn Pty Ltd	10 Nov 97
26	Paul Williams	Cavamist Pty Ltd	28 Nov 97
27	Steve Waddell	S & M Waddell Pty Ltd	1 Dec 97
28	John Cartwright	J & S Cartwright Pty Ltd	10 Dec 97
Part Two			
29	Jim Duffy	Jetotrait Pty Ltd	1 Nov 81
30	Phil Walker	Reliance Taxi Trucks	17 Dec 82
31	Brett Bultitude	Bultitude Transport Pty Ltd	19 Feb 97

Registered
Contract Agreement
Industrial Registrar

TNT BREWERY SERVICES			
BULK LOD'S SENIORITY LIST - as at 16 Aug 98			
SENIORITY	NAME	COMPANY NAME	COMMENCEMENT DATE
Part One			
1	G Clarke	G & J Clarke Pty Ltd	6 Mar 87
2	P Cambey	PJ & ME Transport Pty Ltd	9 Oct 72
3	J Fitzpatrick	Debrett Pty Ltd	3 Jun 74
4	A McKinley	H.B. McKinley & Sons Pty Ltd	1 Nov 81
5	M King	Maxwell King & Sons	1 Nov 81
6	C Boland	C Boland	29 Dec 88
7	S Grant	S Grant	10 Jul 91
8	R Kirkbride	Production Systems Engineering Pty Ltd	1 Dec 95
9	A & R Watson	Far Enterprises Pty Ltd	7 Dec 95
10	A Keighran	Almaz Transport Pty Ltd	19 Feb 87
11	T Dahl	Dahl Enterprises Pty Ltd	2 Jul 96
12	J Smith	GMF Pty Ltd	30 Sep 96
13	B Creary	DYLHIRE Pty Ltd	7 Aug 97
14	K Geddes	Geddes Transportation Pty Ltd	6 Nov 97
15	A France	France Freight Pty Ltd	20 Nov 97
16	H Horgan	Tarcoolar Pty Ltd	10 Mar 98
17	M Millen	Ansar Transport Pty Ltd	15 May 98
Part Two			
18	J Ryan	James R Ryan	1 Nov 81
19	A Rich	A Rich	17 Dec 82
20	A Walsh	A & L Walsh Pty Ltd	14 Oct 92
21	G Greenfield	Greenfield Transport Pty Ltd	1 Dec 95
22	C Cattanach	C Cattanach Transport Pty Ltd	29 Jul 96
23	D Shearer	Juntex Pty Ltd	16 Aug 97
24	S Seymour	S & J Rigging Pty Ltd	10 Nov 97
25	A Xuereb	A & J Xuereb Pty Ltd	30 Mar 98
26	C Vander Voort	Hanjay Pty Ltd	31 Mar 98

Registered
Contract Agreement
Industrial Registrar

SCHEDULE 4

If terminated before the following dates	Payment to be made by TNT
31 July 1997	\$200,000
31 July 1998	\$200,000
31 July 1999	\$200,000
31 July 2000	\$140,000
31 July 2001	\$120,000
31 July 2002	\$100,000
31 July 2003	\$80,000
31 July 2004	\$60,000
31 July 2005	\$40,000
31 July 2006	\$20,000

Registered
Contract Agreement
Industrial Registrar

SCHEDULE 5

TOOHEYS PRODUCTS

CODE	DESCRIPTION	PACK SIZE			
1512	Tooheys Draught	250ml Bottle	2510	Tooheys Red Bitter Lse	24 x 375 ml Can
8512	Sydney Bitter	250ml Bottle	2420	Hahn Ice RVWD	24 x 375 ml Can
1312	Tooheys Blue Label	250ml Bottle	2511	Tooheys Red Bitter 6pk	24 x 375 ml Can
2512	Tooheys Red Bitter	250ml Bottle	5410	Swan Light	24 x 375 ml Can
1912	Tooheys Old Black Ale	250ml Bottle	4310	XXXX Bitter	24 x 375 ml Can
6214	Steinlager	330ml Bottle	1711	Tooheys Gold Bitter	24 x 375 ml Can
7014	Merrydown Premium	330ml Bottle	4910	XXXX Export	24 x 375 ml Can
7114	Merrydown Extra Strong	330ml Bottle	5810	EMU Export	24 x 375 ml Can
2119	Tooheys Extra Dry	345ml Bottle	4210	XXXX Gold	24 x 375 ml Can
8218	Hahn Premium Lager	345ml Bottle	1320	Tooheys Blue Label RVWD	24 x 375 ml Can
1308	Tooheys Blue Label	375ml Bottle	1510	Tooheys Draught Lse	24 x 375 ml Can
2408	Hahn Ice	375ml Bottle	1511	Tooheys Draught 6pk	24 x 375 ml Can
1508	Tooheys Draught	375ml Bottle	2009	Tooheys Export	24 x 375 ml Can
2508	Tooheys Red Bitter	375ml Bottle	1512	Tooheys Draught	250ml Bottle
1908	Tooheys Old Black Ale	375ml Bottle	5710	Swan Gold	24 x 375 ml Can
1808	Tooheys Blue Bock	375ml Bottle	7010	West End Export	24 x 375 ml Can
1708	Tooheys Gold Bitter	375ml Bottle	7110	Eagle Super	24 x 375 ml Can
8608	Sydney Bitter	375ml Bottle	7210	Eagle Bitter	24 x 375 ml Can
2908	Tooheys Light	375ml Bottle	1721	Tooheys Gold RVWD	30 x 375 ml Can
4308	XXXX Bitter	375ml Bottle	1321	Tooheys Blue RVWD	30 x 375 ml Can
4508	XXXX Diet Lager	375ml Bottle	2821	Tooheys Red RVWD	30 x 375 ml Can
5708	Swan Gold	375ml Bottle	6410	Boddingtons Pub Ale	440ml Can
4208	XXXX Gold	375ml Bottle	1507	Tooheys Draught	750ml Bottle
7408	Southwark Premium	375ml Bottle	1307	Tooheys Blue Label	750ml Bottle
7808	Southwark Bitter	375ml Bottle	1907	Tooheys Black Old Ale	750ml Bottle
7208	Eagle Bitter	375ml Bottle	2507	Tooheys Red Bitter	750ml Bottle
1608	Hahn Gold	375ml Bottle	4307	XXXX Bitter	750ml Bottle
2008	Tooheys Export	375ml Bottle	7607	Old Southwark Stout	750ml Bottle
4608	Carbine Stout	375ml Bottle	1503	Tooheys New	DINS
7008	West End Export	375ml Bottle	1303	Tooheys Blue Label	DINS
7108	Eagle Super	375ml Bottle	1903	Tooheys Old Black Ale	DINS
7908	West End Draught	375ml Bottle	2503	Tooheys Red Bitter	DINS
1520	Tooheys Draught	24 x 375ml Can	1703	Tooheys Gold Bitter	DINS
1911	Tooheys Old Black Ale	24 x 375ml Can	4303	XXXX Bitter	DINS
1310	Tooheys Blue Label Lse	24 x 375ml Can	8204	Hahn Premium Draught	DINS
1311	Tooheys Blue Label 6pk	24 x 375ml Can	4203	XXXX Gold	DINS
8610	Sydney Bitter	24 x 375ml Can	8604	Sydney Bitter	DINS
			3308	Blue Ice	375ml Bottle
			3320	Blue Ice	24 x 375ml Can
			3303	Blue Ice	DINS

Registered
Contract Agreement
Industrial Registrar

SCHEDULE 6

HYPOTHETICAL OPERATION OF CLAUSE 4.4

Example 1

Driver 10 from Part 1 of the Package Deliveries List in Schedule 3 assigns this contract. The person to whom he assigns enters the list at the bottom of Part 1 of the Package Deliveries List.

Example 2

Driver 29 from Part 2 of the Package Deliveries List assigns this contract. The person to whom he assigns enters the list at the bottom of Part 2 of the Package Deliveries List.

Example 3

Driver 3 from Part 1 of the Bulk Deliveries List assigns this contract. The person to whom he assigns enters the list at the bottom of Part 1 of the Bulk Deliveries List.

Example 4

Driver 19 from Part 2 of the Bulk Deliveries List assigns this contract. The person to whom he assigns enters the list at the bottom of Part 2 of the Bulk Deliveries List.

Registered
Contract Agreement
Industrial Registrar

**EXECUTED by
THE CONTRACT CARRIER**
under its common seal
in the presence of:

.....
Director/Secretary

.....
(Please print name)

.....
Director

.....
(Please print name)

**SIGNED for and on behalf of
TNT AUSTRALIA PTY LIMITED
(ACN 000 495 269) by its attorney**
in the presence of:

.....
.....
(Please print name)

.....
Attorney

.....
(Please print name)

Registered
Contract Agreement
Industrial Registrar

ATTACHMENT 1

Registered
Contract Agreement
Industrial Registrar

ATTACHMENT 1

GEOGRAPHICAL REGION



REMUNERATION TABLE

SAMPLE ROSTER
WEEK ENDING 20 DECEMBER 1998
BULK DRIVER



1. Rates Under Agreement:

174 Kegs @ \$3.20 = \$ 556.80
151 Kegs @ \$3.20 = \$ 483.20
174 Kegs @ \$3.20 = \$ 556.80
134 Kegs @ \$3.20 = \$ 428.80

\$ 2,025.60

2. Rates under Determination:

28 hours @ \$57.14

\$ 1,599.92

3. Difference -

1. \$ 2,025.60
2. \$ 1,599.92

\$ 425.68

SAMPLE ROSTER
WEEK ENDING 20 DECEMBER 1998
BULK DRIVER

2.

1. Rates Under Agreement:

158 Kegs @ \$3.52 = \$ 556.16

214 Kegs @ \$3.52 = \$ 753.28

\$ 1,309.44

2. Rates under Determination:

14 hours @ \$57.14 \$ 799.96

3. Difference -

	1.	\$ 1,309.44
	2.	<u>\$ 799.96</u>

\$ 509.48



SAMPLE ROSTER
20 DECEMBER 1998
WEEK ENDING
PACKAGE DRIVER

3.



1. Rates Under Agreement:

247 Cartons @ \$0.58 =	\$ 143.26
720 Cartons @ \$0.58 =	\$ 417.60
925 Cartons @ \$0.58 =	\$ 536.50
838 Cartons @ \$0.73 =	\$ 611.74
779 Cartons @ \$0.73 =	\$ 568.67
827 Cartons @ \$0.66 =	\$ 545.82
	<u>\$ 2,823.59</u>

2. Rates under Determination:

35 hours @ \$57.14 \$1,999.90

3. Difference -

1.	\$ 2,823.59
2.	<u>\$ 1,999.90</u>
	<u>\$ 823.69</u>

SAMPLE ROSTER
WEEK ENDING 20 DECEMBER 1998
PACKAGE DRIVER

4.

1. Rates Under Agreement:

849 Cartons @ \$0.73 = \$ 619.77
889 Cartons @ \$0.73 = \$ 648.97
788 Cartons @ \$0.73 = \$ 575.24

\$ 1,843.98

2. Rates under Determination:

21 hours @ \$57.14 \$ 1,199.94

3. Difference -

1. \$ 1,843.98
2. \$ 1,199.94

\$ 644.04

