

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/44

**TITLE:** TNT Australia Pty Limited - TWU New South Wales Branch  
(Employees) Heads of Agreement 2003-2004

**I.R.C. NO:** IRC3/291

**DATE APPROVED/COMMENCEMENT:** 21 February 2003/1 January 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/155

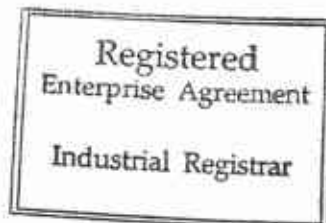
**GAZETTAL REFERENCE:** 21 March 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 71

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** Applies to all employees who are employed by TNT Australia Pty Limited,  
McPhee Transport Pty Limited and Riteway Transport Pty Limited who fall within the coverage of  
the Transport Industry (State) Award

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



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**TNT Australia Pty Limited - TWU New South Wales Branch  
(Employees) Heads of Agreement 2003 - 2004**

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## 2. Title

This Agreement shall be known as the "TNT Australia Pty Limited - TWU New South Wales Branch (Employees) Heads of Agreement 2003-2004"

## 3. Parties Bound

The parties to this Agreement are:

- (i) TNT Australia Pty Limited
- (ii) McPhee Transport Pty Limited
- (iii) Riteway Transport Pty Limited
- (iv) Transport Workers' Union of Australia, New South Wales Branch

## 4. Definitions

- (i) In this Agreement, unless the context otherwise requires:

**"Act"** means the Industrial Relations Act 1996 (NSW), as amended

**"Award"** means the Transport Industry (State) Award, applicable at the time of signing of this Agreement and annexed to this Agreement as Attachment 3

**"business entity"** means TNT Express in respect of TNT Australia Pty Limited, McPhee Transport in respect of McPhee Transport Pty Limited and Riteway Express in respect of Riteway Transport Pty Limited

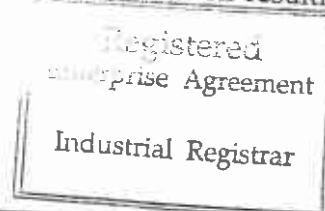
**"Company"** means respectively TNT Australia Pty Limited, McPhee Transport Pty Limited and Riteway Transport Pty Limited

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

**"Employee"** means a person employed by TNT Australia Pty Limited or a person employed by McPhee Transport Pty Limited or a person employed by Riteway Transport Pty Limited in a full-time, part-time or casual capacity under the terms of the Award to whom this Agreement applies.

**"base rate of pay"** means the rate of pay not including payments for overtime, allowances, shift payments and any other allowance and/or penalty payment prescribed by the Award, Enterprise Award or Enterprise Agreement

**"Test Case"** means a matter brought before the Commission for determination resulting in the establishment of a benchmark for the transport industry



"**Transport Workers Welfare Fund**" means clause 14 of the Transport Workers' Union of Australia, New South Wales Branch "Final Draft 2002 TWU Heads of Agreement" (referenced as "2002 Heads of Agreement - 5<sup>th</sup> draft - 12 September.doc")

"**TWU**" means the Transport Workers' Union of Australia, New South Wales Branch

"**Union**" means the Transport Workers' Union of Australia, New South Wales Branch

"**Union Training Days**" means any training attended by elected Delegates which is organised by the TWU.

(ii) In this Agreement:

- (a) words importing the singular shall include the plural
- (b) words importing the masculine gender shall include the feminine gender

## 5. Objectives

The Company, TWU and Employees recognise the link between Employee satisfaction, Customer satisfaction and Shareholder value. The objectives of this Agreement are:

- (i) to create an environment where customer satisfaction is of paramount importance to all Employees
- (ii) to positively assist the Company to achieve its vision of becoming the fastest and most reliable provider of express delivery services
- (iii) to create and maintain a profitable and viable enterprise for the benefit of the key stakeholders - customers, Employees and shareholders

## 6. Commitment

(i) By entering into this Agreement the parties commit to deploy the Company's Key Processes which are:

- Winning and keeping profitable customers
- Delivering on time and in perfect condition
- Issuing clean invoices and getting paid
- Recruiting, equipping, developing and empowering people
- Ensuring safe and secure work environments
- Creating and strengthening competitive edge
- Making Money



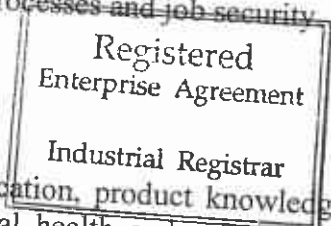
(ii) The Company is committed to providing induction, product knowledge and work systems training to ensure that Employees are equipped and motivated to provide continuously improving customer service and meet the performance indicators of the relevant Key Processes.

## 7. Implementation of Technology and Operational Procedures

- (i) Employees will co-operate in the introduction and continuing use of technology which assist in improving and maximising the performance of the business, improves customer service, enhances monitoring and measurement of service quality.
- (ii) All wage increases paid under this Agreement are in full satisfaction of any claims that may arise relating to the use of technology and/or operating procedures during the life of this Agreement.
- (iii) The Company shall make no further payments on account of the use and application of technology regardless of whether or not, after the registration of this Agreement, increases or new allowances are prescribed by any applicable award in relation to the introduction or use of any technology.
- (iv) Introduction of new technology and operational procedures will not change the classification of Employees as a transport worker for the purposes of the Award.
- (v) The Company shall provide additional support to Employees who are experiencing problems with using the new technology. Where such support is given and the Employee's performance has not improved, the Company will discuss options for dealing with the situation with the Union.
- (vi) Any productivity improvements which arise out of the introduction of new technology and operational procedures during the life of this Agreement may be subject to future Heads of Agreement negotiations.
- (vii) The parties commit to consultation on the implementation of new technology including but not limited to the impact on changed work processes and job security.

## 8. Training

- (i) The Company will continue training in such areas as vocation, product knowledge, customer service, trade practices compliance, occupational health and safety, safer work practices and knowledge of the Award for the benefit of the Employees bound by this Agreement.
- (ii) The Company and the TWU recognise that induction training is necessary to promote an understanding of the Company's businesses and enhance customer service, productivity, efficiency and compliance with legal obligations.
  - (a) Subject to the Company not breaching current contractual arrangements with Victoria University, the Company will provide Blue Card training to Employees during the operation of this Agreement. Provided that such training is delivered, in the first instance, by Victoria University or in its absence a Registered Training Organisation selected by the Company.
  - (b) The operation of the Blue Card shall not restrict access to the Company's sites and operations or interfere with an individual Employee's right of association.



- (c) At the expiry of the contract with Victoria University on 19 December 2003, the Company will implement Blue Card in each business entity.
- (d) Commencing from the operation of this Agreement, the Company will advise all regular contractors working in each business entity of the Blue Card to allow the contractor to make a decision on obtaining a Blue Card.
- (iii) The Company commits to continue the training of Employees. As a minimum, such training will include:
  - (a) Induction, including site and job function
  - (b) Occupational health and safety
  - (c) Industrial rights and obligations, including the operations of this Agreement and the Award
  - (d) Legal compliance
  - (e) Driver fatigue.
- (iv) The Company is committed to retaining the Investors in People accreditation, part of which requires a commitment to develop Employees to meet business objectives. As part of this commitment, the Company will provide site and individual training plans.
- (v) Where the Company requires particular training to be undertaken by Employees, the Company will conduct the training at its own expense.

## **9. Union Recognition and Union Membership**

- (i) The Company recognises the TWU as being the union entitled to represent Employees covered by this Agreement.
- (ii) All new Employees covered by this Agreement, shall upon induction, be given an application form and any literature provided by the TWU so they may join the TWU if they so wish.
- (iii) The Company agrees to the Delegates Charter of Rights shown in Attachment 2. The Delegates Charter of Rights may be varied from time to time by written agreement between the State Secretary of the TWU and the Company.

## **10. Attending Union Training**

- (i) The Company shall permit elected Delegates to attend the following number of Union Training Days, within each year of the life of this Agreement:
 

▪ TNT Express (Metropolitan Depots)	90 days in total for all Delegates
▪ Riteway Express	20 days in total for all Delegates
▪ McPhee Transport	42 days in total for all Delegates



- (a) A total of 10 days per annum for Union Training will be available for an elected Delegate at the Gosford, Newcastle and Wollongong depots of TNT Express.
- (b) Having regard to the travel time between the Employee's depot and training venue, Delegates who attend a Union Training Day shall be paid in accordance with the following arrangements:
- Where a Delegate returns to the workplace after a Union Training Day or part of a day and continues to work after his/her ordinary hours, the Company will pay the overtime for all hours worked in excess of the ordinary hours
  - Where a Delegate attends a Union Training Day or part of a day and fails to present and be available for work either before or after the Union Training Day, the delegate will only be paid base rate of pay for the period in attendance at the Union Training Day
  - Where a Delegate attends a Union Training Day for the whole day, and provided that notice has been given to the Company in accordance with sub-clause (ii) of this clause, the Company will pay the Delegate the hours worked under normal circumstances
- (c) The number of Delegates who will be paid to attend Union Training Days shall be as follows:
- TNT Express - Mascot, Enfield, Chullora:  
Up to 3 Employee Delegates per meeting per depot
  - McPhee Transport - Homebush:  
Up to 3 Employee or Contract Carrier Delegates per meeting
  - Riteway Express - Chullora:  
Up to 2 Employee or Contract Carrier Delegates per meeting
- (ii) Notice to Attend Union Training:
- (a) The Company requires, from the TWU, at least 48 hours written notice for Delegates to attend Union Training Days.
- (b) Notice referred to in (a) of this sub-clause shall be provided by the TWU to the General Manager Human Resources, TNT Express or the State Manager, McPhee Transport or the State Manager, Riteway Express for Delegates required to attend from the respective business entity.
- (c) Notice referred to in (a) of this sub-clause shall include the expected duration of the Delegate's absence from the workplace, purpose of the training, date, time and location of the training.



## **11. Application of Agreement**

- (i) This Agreement applies to each Company in respect of its Employees covered by the Award employed in the Company's relevant business entity.
- (ii) Where there is an inconsistency between this Agreement and a pre-existing award or agreement, this Agreement shall apply.

## **12. Union Picnic Day**

Clause 28 - Union Picnic Day - of the Award shall apply to all Employees who are covered by this Agreement.

## **13. Superannuation**

- (i) The Company agrees to make contributions for its Employees in accordance with the Transport Industry Superannuation (State) Award.
- (ii) The Company will continue to make contributions to the TWU Superannuation Fund subject to any rights an individual may have under the legislation.

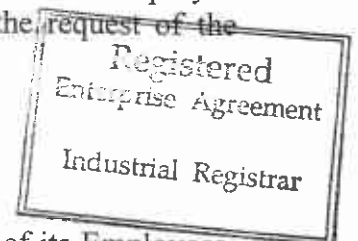
## **14. Employee Deductions**

In accordance with current practice, the Company may facilitate Employee deductions as outlined below:

- (i) All non-statutory, agreed and duly authorised deductions from an Employee's pay shall be applied to the purpose of the deduction within 10 days of each month's end.
- (ii) The Company shall maintain records of the following transactions:
  - (a) Deductions. Such deductions shall appear on the Employee's next pay advice;
    - and
  - (b) Payments to recipient institutions. The Company shall provide the Employee with evidence that such a payment has been made upon the request of the Employee.

## **15. Labour Arrangements**

- (i) The Company is committed to the permanent full-time engagement of its Employees, noting that for operational reasons there will be continuing needs for flexible workforce solutions including permanent part-time, casual and labour hire Employees to supplement the permanent full-time workforce.





- (ii) The Company will continue to utilise a flexible approach to staffing requirements, including labour being provided through labour hire companies.
- (iii) Where it is decided by the Company to use labour hire companies other than those currently being used as preferred suppliers for employee staffing then there will be consultation and agreement with the TWU.
- (iv) The Company may extend opportunities for permanent full-time engagement to part-time and casual Employees where there is a demonstrated need to convert part-time and casual employees to full-time.
- (v) The Company will require labour hire companies to pay the rates contained within this Agreement.

#### **16. Rates of Remuneration for Employees**

- (i) The Company shall pay the following increases on the base rate of pay:
  - (a) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 July 2003;
  - (b) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 December 2003;
  - (c) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 July 2004;
  - (d) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 December 2004.

The rates of pay applicable upon payment of the increases in (a) to (d) above are shown in Attachment 1.

- (ii) The increases set out in clause 16(i) are inclusive of an amount of 2% (i.e. 1% + 1%) in settlement of the TWU's claim in respect of the Transport Workers Welfare Fund. If any future claims are made in respect of any contribution by the Company in respect of the Transport Workers Welfare Fund or any similar replacement fund or scheme, the increases in rates under this Agreement shall be taken into account in respect of any such claim.

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- (iii) The rates of pay specified in Attachment 1 will apply for the purposes of calculating entitlements including, but not limited to, overtime, any form of leave, redundancy and superannuation.
- (iv) Any state wage case or other Award variations will be absorbed by the increases in wages provided by this Agreement.
- (v) The base rates of pay in Attachment 1 do not include allowances. Allowances as prescribed by the Award, shall be paid to Employees consistent with the amounts and conditions under which those allowances are paid.
- (vi) The TWU on behalf of itself, officers and members agrees that where any future agreement provides for wage increases in addition to those contained in this Agreement, then any such wage increase shall not become due or payable before 31 March 2005. However the parties agree to commence negotiating an agreement no later than 1 October 2004.

#### **17. Parental Leave**

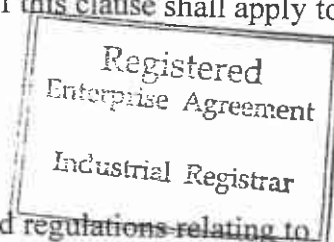
The Company shall comply with the provisions of Part 4 - Parental Leave, of the Act.

#### **18. Discretionary Leave**

- (i) The Company, at its discretion, provides leave to Employees to assist in situations declared by the state emergency services organisations. The Company will continue to support such leave subject to the approval at the Depot General Manager level, consistent with current practice.
- (ii) Leave granted under this arrangement will be treated as continuous service and having regard to pay supplementation by emergency services organisations, the Company will ensure the Employee receives base rate of pay for any time lost from work.
- (iii) The Company may request "proof of attendance" documentation as part of the discretionary leave approval process.
- (iv) The arrangements contained in sub-clauses (i), (ii) and (iii) of this clause shall apply to Employees wishing to donate blood.

#### **19. Compliance to Laws**

- (i) The Company shall comply with the requirements of laws and regulations relating to the road transport industry.
- (ii) Where a Delegate has a specific incident of a suspected breach of compliance to road transport law, the Delegate may raise the suspected breach with the his/her supervisor. Subject to the provisions of privacy legislation and other commercial arrangements, the Delegate will be shown relevant reports captured on the Company's linehaul system, *Juliet*.



## 20. Settlement of Disputes

- (i) The parties agree that the following settlement of disputes procedure shall apply:
  - (a) The matter should first be discussed at the workplace level between the Employee and relevant management and where requested, a Delegate;
  - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official Delegate and management;
  - (c) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company. At each discussion, other Company and TWU representatives may be in attendance as required.
  - (d) If the matter is still not settled, it shall be submitted to the Commission which shall conciliate the matter.
  - (e) The Commission may make a determination, which is binding on the parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement.
- (ii) The above steps do not preclude reference of a dispute to the Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission will retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the parties attempt to resolve the matter work will continue as directed by the Company, subject to an Employee's rights regarding health and safety issues in accordance with the Act.
- (iv) The ultimate terms of settlement of the dispute will not be affected in any way nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- (v) The procedures and obligations contained herein will be equally binding on the parties to this Agreement. The decisions of the Commission will be accepted and adhered to by all the parties subject to their appeal rights under the Act. Where yard meetings are held, Company representatives will be given the opportunity to address the yard and propose solutions to any matter in dispute.
- (vi) Notwithstanding the contents of this clause, it has always been the policy of the Company and of the TWU to ensure the supply of blood and any agreed emergency and medical supplies in all business entities.



**21. No Extra Claims**

- (i) It is a condition of this Agreement that the TWU on behalf of itself, officers and members shall not make or pursue any extra claims during the operation of this Agreement.
- (ii) The TWU on behalf of itself, officers and members agrees that where any future agreement provides for wage increases in addition to those contained in this Agreement, then any such wage increase will not become due or payable before 31 March 2005.
- (iii) Nothing in this clause precludes individual sites from agreeing to performance based schemes which will bring benefit to the Company and Employees. Such schemes shall only be implemented by mutual agreement.

**22. Leave Reserved**

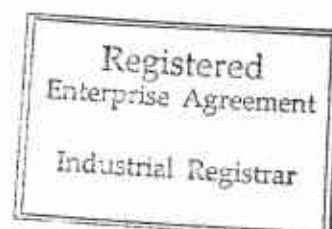
- (i) The parties acknowledge that during the operation of this Agreement there may be a number of Test Case matters determined by the Commission, which may then be the subject of further negotiations between the parties. These Test Case matters may include, but not be limited to, reasonable working hours and protection of employee entitlements.
- (ii) Leave is reserved for the TWU to negotiate a separate service fee agreement with the Company during the life of this agreement.

**23. Parties to Rescind Enterprise Awards**

- (i) During the operation of this agreement, the parties may make application to the Commission to rescind awards and agreements. Provided that where awards and agreements are rescinded, sunseting arrangements may be invoked for Employees engaged pursuant to those awards or agreements.
- (ii) As a result of the rescision of the awards and agreements, the parties agree that there will be no demarcations between the Award classifications and classifications that are currently covered by the awards and agreements to be rescinded.

**24. Operation of Agreement**

This Agreement shall come into effect on 1 January 2003 and shall remain in force until 31 December 2004.



**25. Signatures**

**EXECUTED** as an Agreement

SIGNED by **TNT AUSTRALIA PTY LIMITED**  
ABN 41 000 495 269 pursuant to section 127(1) of the  
Corporations Act 2001:

  
Secretary

H.E. CHAPMAN  
Name of Secretary

  
Director

ROGER CORCORAN  
Name of Director

Date: 16 DECEMBER 2002

SIGNED by **MCPHEE TRANSPORT PTY LIMITED**  
ABN 65 001 856 113 pursuant to section  
127(1) of the Corporations Act 2001:

  
Secretary

H.E. CHAPMAN  
Name of Secretary

  
Director

ROGER CORCORAN  
Name of Director

Date: 16 DECEMBER 2002

SIGNED by **RITWAY TRANSPORT PTY LIMITED**  
ABN 66 003 427 576 pursuant to section  
127(1) of the Corporations Act 2001:

  
Secretary

H.E. CHAPMAN  
Name of Secretary

  
Director


ROGER CORCORAN  
Name of Director

Date: 16 DECEMBER 2002.

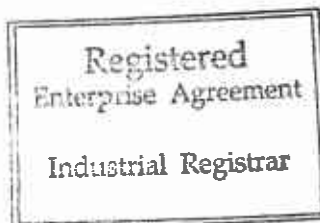


SIGNED by the **TRANSPORT WORKERS'  
UNION, NEW SOUTH WALES BRANCH:**

  
Secretary

  
Name of Secretary

Date: 



ATTACHMENT 1**TABLE A**

Employees employed pursuant to the Transport Industry (State) Award

Grade	Base rates of pay applicable as at (per week):		Base rates of pay applicable from the first full pay period commencing on or after (per week):		
	30 June 2002	1 July 2003	1 December 2003	1 July 2004	1 December 2004
1	544.51	558.12	572.08	586.38	601.03
2	563.53	577.62	592.06	606.86	622.03
3	576.72	591.14	605.92	621.06	636.59
4	588.20	602.91	617.98	633.43	649.26
5	617.78	633.22	649.05	665.28	681.91
6	625.19	640.82	656.84	673.26	690.09
7	647.77	663.96	680.56	697.58	715.02
8	693.72	711.06	728.84	747.06	765.73

**TABLE B**

Employees engaged pursuant to the Comet Sydney Sortation Award

Grade	Base rates of pay applicable as at (per week):		Base rates of pay applicable from the first full pay period commencing on or after (per week):		
	30 June 2002	1 July 2003	1 December 2003	1 July 2004	1 December 2004
1	599.44	614.43	629.79	645.53	661.67
2	673.29	690.12	707.38	725.06	743.19

**ATTACHMENT 2****DELEGATES CHARTER OF RIGHTS****A TWU Delegate, as the workplace representative, shall:**

- Be treated fairly and perform their role as Union Delegate without any discrimination in the workplace
- Be recognised by the Company as the endorsed representative to represent the Union members in the workplace
- Bargain collectively on behalf of those they represent
- Be paid in accordance with clause 10 of the TNT Australia Pty Limited – TWU New South Wales Branch Heads of Agreement (Employees) 2003-2004, to:
  - represent the interests of Union members to the Company and industrial tribunals
  - consult with Union members during normal working hours
  - participate in the operation of the Union
  - attend accredited Union education and training
- Have access to new employees to explain the benefits of Union membership
- Respect the right of association of an individual employee

**In recognition of the Company's support, the Company expects the TWU Delegate to:**

- Encourage members of the TWU to comply with awards and agreements
- Encourage members of the TWU to comply with occupational health and safety rules at all times
- Encourage members of the TWU to follow the dispute settlement procedures at all times
- Have reasonable access to Company resources, such as telephone and facsimile, for the purpose of carrying out his/her delegate's duties

