

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/183**

**TITLE: TNT-TWU NSW Contract Carriers Heads of Agreement 1999**

**I.R.C. NO: 0/62**

**DATE APPROVED/COMMENCEMENT: 23 March 2000**

**TERM: 1 year**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 4 August 2000**

**DATE TERMINATED: -**

**NUMBER OF PAGES: 7**

**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**



**TNT-TWU CONTRACT**

**CARRIERS HEADS OF**

**AGREEMENT 1999**



# CONTRACT CARRIERS HEADS OF AGREEMENT

## 1. Title

This Agreement shall be known as the "TNT-TWU NSW Contract Carriers Heads of Agreement 1999".

## 2. Parties

The parties to this Agreement shall be;

- (i) TNT Australia Pty Ltd in relation to its TNT Express operations carried on in New South Wales and
- (ii) The Transport Workers Union, New South Wales Branch and
- (iii) Contract Carriers as defined by this agreement.

## 3. Definitions

In this Agreement, unless the context otherwise requires;

"**Company**" means the Principal Contractor, being TNT Australia Pty Ltd in relation to its operations carried on in the business units of TNT Express.

"**Contract Agreement**" means an agreement between Contract Carriers, the TWU and TNT Express, registered in accordance with S322 (or its predecessors) of the Industrial Relations Act.

"**Contract Carrier**" means any contractor performing a "contract of carriage" for TNT Express as defined by s.309 of the Industrial Relations Act, 1996.

"**TWU**" means the Transport Workers Union – New South Wales Branch.



#### 4. Objectives

The objectives of this Agreement are to:

- (i) enhance the productivity and efficiency of the Company's operations;
- (ii) assist Contract Carriers knowledge of contractual rights and obligations, occupational health and safety and vocational skills;
- (iii) develop a contractual arrangement that provides a productive and secure environment, by working together to achieve a successful and competitive business, that seeks to provide opportunities to access varied, fulfilling and rewarding contractual arrangements; and
- (iv) provide Contract Carriers and the Company with access to a just and fair contractual arrangement, that offers protection of contractual entitlements.

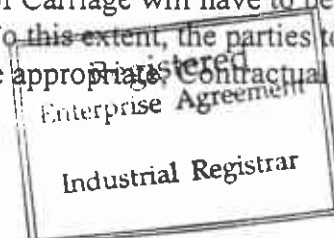
#### 5. Commitments

By entering into this Agreement the parties make the following commitments;

- (i) Full use of appropriate contractual arrangements, noting that for operational reasons there will be continuing needs for flexible solutions to reflect changing business needs and demands;
- (ii) positively support the making of appropriate Contract Agreements under the Industrial Relations Act 1996 (NSW) applying to Contract Carriers who perform work under a Contract of Carriage for and on behalf of the Company;
- (iii) enter into Contract Agreements, that will be registered in the Industrial Relations Commission of New South Wales, with respect to the terms of this Heads of Agreement and other site based Contract Agreements;
- (iv) the training of Contract Carriers in occupational health and safety and other relevant training relevant to the nature of the operations carried on by the Company;
- (v) the creation of a positive and harmonious working environment; and
- (vi) assist the Company creating a profitable business which supports the provision of Contract security.

#### 6. Goods and Services Tax

The parties to this agreement recognise and acknowledge that the introduction of the "Goods and Services Tax" (GST) will mean that current Contracts of Carriage will have to be reviewed, in order to comply with the GST arrangements. To this extent, the parties to this agreement agree to, examine, discuss and implement, where appropriate, Contractual and other changes consistent with;



- (i) legal compliance obligations;
- (ii) cost adjustments consistent with the GST and Wholesale Sales Tax changes;
- (iii) the Australian Business Number;
- (iv) invoicing and tax remission requirements and
- (v) any other matter that may arise in relation to the adoption and implementation of GST arrangements.

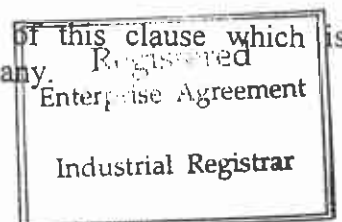
## 7. Training

- (i) The Company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the Contract Agreement and other services for the benefit of the Contract Carriers bound by this Agreement.
- (ii) The Company and the TWU recognise that the introduction and implementation of relevant contract induction training is necessary to promote Contract Carriers skills, OHS, productivity, efficiency, and compliance with legal obligations.
- (iii) To this extent, the Company in consultation with the TWU commits to introduce the relevant training. Such training may include, but not necessarily limited to:
  - Induction, including site induction
  - Occupational health and safety
  - Contractual rights and obligations
  - Legal compliance
  - Driver fatigue.

The Company is prepared to release elected Delegates for training days totalling 50 days., in each full year of the life of this Heads of Agreement. The TWU agrees to consult with the Company and reach agreement on the dates on which such training will be held and the details of the training.

In the first three months in their role as Delegate, the eligibility for training will only be the 3 day Delegate program.

- (iv) In relation to clause 7 (iv) above the parties recognise the benefit in having Contractor Delegates at each site attend a recognised training course in the areas of workplace communication and contract bargaining.
- (vi) The cost of training in accordance with sub-clause (i) of this clause which is implemented by the Company shall be paid for by the Company.



## 8. Contract Review

The parties to this agreement agree that in order to develop a more efficient and productive enterprise, it is necessary to examine and where appropriate alter, current contractual

arrangements. The parties to this agreement will ensure that such arrangements are consistent with the Company's needs and operational requirements. Such examination will occur within the first year of this agreement and will include, but not necessarily be limited to;

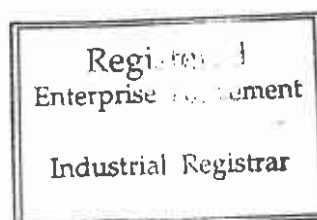
- (i) Contract remuneration, including piece rates,
- (ii) Costs formulas and adjustment mechanisms;
- (iii) Legal status including incorporation;
- (iv) Contract term and termination provisions;
- (v) Insurance arrangements and obligations;
- (vi) Rationalisation of current Contractor agreements;
- (vii) Minimum entitlements and obligations.

## **9. Contractual Conditions**

- (i) In relation to any matter in respect of which this Agreement does not make any provision, the terms of the Contract Agreements or Contract Determination shall apply.
- (ii) All pre-existing Contract Agreements between the Company and the TWU will continue in force as part of this Agreement, unless otherwise varied or rescinded.
- (iii) Where there is an inconsistency between a pre-existing Contract Agreement and this Agreement then this Agreement will apply.

## **10 External Contractors**

Where the TWU identifies that there are any issues of a legal compliance matter which have not been adequately addressed by companies which provide external linehaul or PUD contractors to the Company, then the Company undertakes to work cooperatively with the TWU in addressing those matters with the Company who provides the contractors recognising that the Transport Industry (State) Award or relevant TWU agreement provides an appropriate safety net for such arrangements.



## **11. Labour Component Adjustments**

- (i) The Company agrees to increase the labour component of the Contract Carriers contractual remuneration currently payable, consistent with the increases outlined in attachment 1 of the Agreement known as, "TNT-TWU NSW Heads of Agreement 1999",.

- (ii) Any state wage case or other award variations will be absorbed by the increases in wages provided by this Agreement.
- (iii) The Company agrees to cooperate with the TWU to facilitate deductions to various bodies from the Contract Carriers labour component, where the individual Contract Carriers provides deduction authority to the Company.
- (iv) The TWU agrees on behalf of itself, its officers and members, that it will not make or pursue any extra claims before 30 June 2002.
- (v) Should payments in the nature of Income Protection/Insurance become payable at any time by the Company through any applicable Contract Determination, superannuation payment or industry standard applicable to contract carriers, then such payment would be made by deducting the required amount from the individual Contract Carriers earnings and not via a Company contribution. However, should the Contract Determination, legislation, superannuation of Industry Standard contribution exceed 1.48% of the individual Contract Carriers total income then the Company would be responsible for the top-up payment over 1.48% in accordance with the Contract Determination, legislation, superannuation or Industry Standard.

## 12. Settlement of Disputes

- (i) The parties have agreed that the following settlement of disputes procedure shall apply:
  - (a) The matter should first be discussed at the workplace level between the Contract Carrier and relevant management and where requested, a Delegate;
  - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official, a 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 Industrial Relations Commission of NSW which shall conciliate the matter.
  - (e) The Industrial Relations Commission of NSW may make a determination, which subject to rights of appeal, 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 Industrial Relations Commission of NSW 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 performance of work will continue in accordance with contractual obligations as directed by the Company, subject to a Contract Carriers rights regarding health and safety issues according to the Industrial Relations Act.

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- (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, in accordance with Contractual obligations.
- (v) The procedures and obligations contained herein will be equally binding on the parties to this Agreement. The decisions of the Industrial Relations Commission of NSW 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) The TWU and the Contract Carriers commits that it will not undertake industrial action, or otherwise breach Contractual obligations, while this dispute resolution process is being followed.
- (vii) 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, emergency, or medical supplies throughout any process and this commitment is reconfirmed by the parties of this Agreement.

### **13. Operation of Agreement**

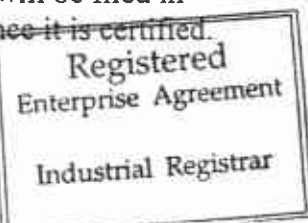
- (i) This Agreement comes into effect in 1 January 2000 and shall remain in force until 30 June 2002. Provided that any Contract Agreement currently in place between the Company and the TWU shall remain ~~in~~ force until its nominal expiry date, unless varied or recinded.
- (ii) The TWU on behalf of itself, officers and members agrees that where any future Agreement provides for labour component increases in addition to those contained in this Heads of Agreement, then any such labour component increase will not become due or payable before 1 January 2003.

### **14. Superannuation**

Subject to the provisions of this agreement, the Company agrees to continue its current superannuation arrangements with Contract Carriers.

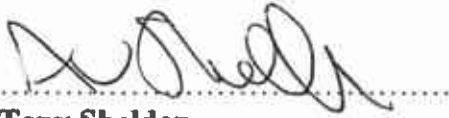
### **15. Site Contract Agreements**

- (i) The Company, the TWU and Contract Carriers commit to use a site based consultative mechanism to identify and implement workplace efficiencies within site based Contract Agreements.
- (ii) A Contract Agreement referred to in sub-clause (i) must be approved by the majority of Contract Carriers covered by the Contract Agreement.
- (iii) Where an Contract Agreement referred to in sub-clause (i) is made it will be filed in the Industrial Relations Commission of NSW and will be operative ~~once it is certified.~~






IN WITNESS, the parties have executed this Agreement to take effect as an Agreement on the date first written in this Agreement.



**Tony Sheldon**  
State Secretary  
Transport Workers' Union of Australia  
NSW Branch



**Curtis Berry**  
Director, Human Resources  
TNT Australia Pty Limited

DATE: 13 December 1999.

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