

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/210**

**TITLE: TNT Logistics (Australia) Pty Ltd - TWU New South Wales  
Branch (Contractor Carriers) Heads of Agreement 2003-2004**

**I.R.C. NO:** IRC3/5030

**DATE APPROVED/COMMENCEMENT:** Approved 19 September 2003/Commenced 1  
January 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 14 November 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all persons employed by the company as contract carriers (as defined in clause 4), who fall within the coverage of the Transport Industry - Car Carriers Contract Determination.

**PARTIES:** TNT Logistics (Australia) Pty Ltd -&- the Transport Workers' Union of New South Wales

**TNT Logistics (Australia) Pty Ltd**

**TWU New South Wales Branch**

**(Contract Carriers) Heads of Agreement 2003 - 2004**

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**2. Title**

This Agreement shall be known as the "TNT Logistics (Australia) Pty Ltd - TWU New South Wales Branch (Contractor Carriers) Heads of Agreement 2003-2004"

**3. Parties Bound**

The parties to this Agreement are:

- (i) TNT Logistics (Australia) Pty Ltd
- (ii) Contract Carriers as defined by this Agreement; and
- (iii) Transport Workers' Union, 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

"Business Entity" means TNT Logistics (Australia) Pty Ltd,

"Company" means respectively TNT Logistics (Australia) Pty Ltd,

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

"Contract Carrier" means any contractor performing a contract of carriage, as defined by section 309 of the *Industrial Relations Act 1996*, for TNT Logistics (Australia) Pty Ltd

"Determination" means the Transport Industry - Car Carriers Contract Determination

"Technology" means any electronically based system (hardware or software) or process

"Transport Workers Welfare Fund" means clause 14 of the Union's "Final Draft 2002 TWU Heads of Agreement" (referenced as "2002 Heads of Agreement - 5th draft - 12 September.doc")

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

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

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

"Vehicle" means the equipment provided by the Contract Carrier (ie: the prime mover and/or trailer provided by the Contract Carrier)

- (ii) In this Agreement words importing the singular shall include the plural

## **5. Application of Agreement**

Where there is an inconsistency between the Determination and this Agreement, this Agreement shall apply.

## **6. Objectives**

The Company, TWU and Contractor Carriers recognise the link between 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 Contract Carriers
- (ii) To positively assist the Company to achieve its vision of becoming "A market leader in providing innovative and reliable value added supply chain solutions to our customers, with a focus on preferred industry sectors"
- (iii) To create and maintain a profitable and viable enterprise for the benefit of the key stakeholders - customers, Contract Carriers and shareholders

## **7. Commitment**

- (i) The Company is committed to providing induction, product knowledge and work systems training to ensure Contract Carriers are equipped and motivated to provide continuously improving customer service and meet the performance indicators of the company and customers.

## **8. Implementation of Technology and Operational Procedures**

- (i) Contract Carriers 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) The Company may, at its own expense and using qualified technicians, supply and fit the Vehicle with technology. Such technology will remain the property of the Company.
- (iii) The Contract Carrier shall ensure care is exercised in the use and security of the Company's technology.
- (iv) The Contract Carrier must immediately inform the Company if any of the Company's technology requires servicing or repair, is lost or stolen.
- (v) The Company will pay for the removal of the Company's technology if the engagement of the Contract Carrier is terminated. The Company will make good any damage to the Vehicle caused by the installation or removal of such technology.
- (vi) All labour component 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 operation of this Agreement.
- (vii) 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 Determination in relation to the introduction or use of any technology.
- (viii) The Company shall provide additional support to Contract Carriers who are experiencing problems with using the new technology. Where such support is given and the Contract Carrier's performance has not improved, the Company will discuss options for dealing with the situation with the Union.
- (ix) Any productivity improvements which arise out of the introduction of new technology and operational procedures during the operation of this Agreement may be subject to future Heads of Agreement negotiations.
- (x) 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.
- (xi) If a system or process is introduced leading to a reduction in productivity and a loss of income to the Contract Carriers, then the parties will meet to discuss how to address this loss.

## **9. Training**

- (i) The Company will continue training in such areas as product knowledge, customer service, trade practices compliance, occupational health and safety and safer work practices for the benefit of the Contract Carriers bound by this Agreement.
- (ii) The Company and the TWU recognise 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 Newskills, the Company will provide Blue Card training to Contract Carriers during the operation of this Agreement. Provided that such training is delivered, in the first instance, by Newskills or in its absence a Registered Training Organisation selected by the Company. This training will cover the OH&S unit TDT F1 97B (Follow OH&S Procedures).

- (b) The operation of the Blue Card shall not restrict access to the Company's sites and operations or interfere with an individual Contract Carrier's right of association.
  - (c) 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 the training of Contract Carriers. 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 Determination
  - (d) Legal compliance
  - (e) Driver fatigue
  - (f) Blue Card (as defined above).
- (iv) The Company is committed to retaining the Investors in People accreditation, part of which requires a commitment to develop Contract Carriers 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 Contract Carriers, the Company will conduct the training at its own expense. Contract Carriers will provide their time to undertake the training.

#### **10. Union Recognition and Union Membership**

- (i) The Company recognises the TWU as being the union entitled to represent Contract Carriers covered by this Agreement.
- (ii) All new Contract Carriers 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 1. 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.

#### **11. Attending Union Training Days**

- (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 Logistics: Maximum 10 days per site (paid at the Contract Carrier's Standing Time rate).

- (a) The number of Delegates who will be paid to attend Union Training Days shall be as follows:

TNT Logistics:

Up to 1 Contract Carrier Delegate per meeting per depot

- (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 Branch Manager TNT Logistics (or in their absence, the Branch Operations Manager).
- (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.

### **12. Superannuation**

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

### **13. Labour Component Adjustments**

- (i) The Company shall increase the existing labour component of the Contract Carriers contractual remuneration, consistent with the percentage increases outlined in Attachment 1 of the agreement known as "TNT Australia Pty Limited - TWU New South Wales Branch (Contract Carriers) Heads of Agreement 2003 -2004", and shown below:
  - (a) 2% in respect of the TWU's claim for increased wages and a further 0.5% (ie: 2.5% in total) 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% (ie: 2.5% in total) 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% (ie: 2.5% in total) 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% (ie: 2.5% in total) 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.
- (ii) The increases referred to in sub-clause (i) of this clause shall apply, provided that:
  - (a) any labour component variations to the Determination or rate increases to the Transport Industry (State) Award will be absorbed by the increases in labour components provided by this Agreement. If the contract determination or the award rate exceeds the wage rate increase in this agreement, then the contract determination or award rate shall apply.
  - (b) 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 Agreement, then any such labour component 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.
  - (c) An amount of 2% (ie 1% + 1%) of the increase is 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 labour components under this Agreement shall be taken into account in respect of any such claim.

- (iii) The Company agrees to co-operate with the TWU to facilitate deductions to various bodies from the Contract Carriers labour component where the individual Contract Carrier provides deduction authority to the Company.

#### **14. Discretionary Leave**

- (i) The Company, at its discretion, provides leave to Contract Carriers 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 TNT Logistics Branch Manager, consistent with current practice.
- (ii) Leave granted under this arrangement will have regard to pay supplementation by emergency services organisations and the Company will ensure the Contract Carrier receives the labour and truck component (ie: the Standing Time rate) 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 Contract Carriers wishing to donate blood.

#### **15. 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 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, 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;
  - (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 in accordance with contractual obligations as directed by the Company, subject to a Contract Carrier'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 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 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.
- (vii) The company, delegates and the union acknowledge that the company has not previously paid the delegate when they participate in industrial issues. In the spirit of promoting improved workplace relations, the company has decided to accept that the delegate will be paid the standing time rate when they are involved in site industrial issues, as part of the dispute settlement procedure. Further the company is willing to apply the same payment method, when the delegate is required to attend union endorsed meetings off-site. This concession is being provided by the company on the basis of improving the spirit of co-operation between the union, delegate, contract carriers and the company. To ensure that the delegate is paid in accordance with this sub-clause and the spirit of the company's offer, the delegate must advise the Branch Manager (or in their absence the Branch Operations Manager) of the requirement to be involved in industrial issues, prior to absenting themselves from their work requirements. This sub-clause will be reviewed 6 months from the commencement of this agreement, to ensure the spirit of the offer and the notification processes are operating correctly. The company will not accept misuse of this offer and will process the matter via the dispute settlement procedure if it is not being followed. Further where a request is made for a general yard meeting, the delegate is to advise the Branch Manager in advance of such meeting. The Branch Manager will then allocate a time for the meeting consistent with customer workflow requirements. The company will use its best endeavours to make the Contract Carriers available for such meeting.

#### **16. 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 labour component claims during the operation of this Agreement. Further the parties agree that this agreement is in full and final settlement of all claims between the parties during the nominal term of the Agreement and this Agreement, incorporating the Determination, comprehensively regulates terms and conditions of engagement.
- (ii) The TWU on behalf of itself, officers and members agrees 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 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 Contract Carriers. Such schemes shall only be implemented by mutual agreement.

#### **17. 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 their supervisor. Subject to the provisions of the Privacy Act and other commercial arrangements, the Delegate will be shown relevant reports captured on the Company's linehaul system.



**18. 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.
- (ii) Leave is reserved for the TWU to negotiate a separate service fee agreement with the Company during the life of this agreement.

**19. Operation of Agreement**

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

**20. Redundancy**

In the event the company seeks to make redundant some or all of the contract carriers, the following process will apply:

Contract Carriers may volunteer to accept redundancy, however in the event that the number of volunteers exceed the positions to be made redundant, preference will be given by order of seniority (initially assessed by redundant capacity). In the event that there are no or insufficient volunteers, redundancy will be determined by a last on first off principle.

The formula payable for redundancy will be as per the current TNT redundancy agreement.

This is a general principle only. If the company is required to make Contract Carriers redundant, then the actual methodology used will be discussed and agreed between the Company, the Contract Carriers and the Union.

**21. Signatures**

Executed As An Agreement

Signed By  
 Tnt Logistics (Australia) Pty Ltd  
 Abn 63 008 438 239  
 Pursuant To Section 127(1) Of The  
 Corporations Act 2001

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name Of Director

\_\_\_\_\_  
Name Of Director

Date:

\_\_\_\_\_

Signed By The  
 Transport Workers Union Of Australia,  
 New South Wales Branch

Signed by the Negotiation Committee:

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Secretary

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1. Michael Davis

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Name Of Secretary

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2. Dennis McDowall

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3. Tony Upton

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4. Con Annis

Date:

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## ATTACHMENT 1

### 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 13 of the TNT Logistics (Australia) Pty Ltd - TWU New South Wales Branch (Contract Carriers) Heads of Agreement 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 contract carriers

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

Encourage members of the TWU to comply with awards, agreements and determinations

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

Perform their organisational duties as required by the principle contractor.