

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/130

TITLE: TNT Australia - TWU New South Wales (Employees) Heads of Agreement 2005

I.R.C. NO: IRC5/1787

DATE APPROVED/COMMENCEMENT: 21 April 2005 / 1 January 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by TNT Australia Pty Limited, and Riteway Transport Pty Limited, t/a "Riteway Express" engaged in transport and /or distribution located at 201 Coward St, Mascot, NSW 2020, who fall within the coverage of the Transport Industry (State) Award.

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

TNT AUSTRALIA - TWU NEW SOUTH WALES (EMPLOYEES) HEADS OF AGREEMENT 2005

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PART A

FORMAL MATTERS AND COMPANY OBLIGATIONS

1. Title

This agreement shall be known as the "TNT Australia - TWU New South Wales (Employees) Heads of Agreement 2005"

2. Parties

The parties to this Agreement are:

- (i) TNT Australia Pty Limited, trading as "TNT Express" (ABN 41 000 495 269)
- (ii) Riteway Transport Pty Limited, trading as "Riteway Express" (ABN 66 003 427 576)
- (iii) Transport Workers' Union of New South Wales

3. Definitions

- (i) In this Agreement:

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

"Agreement" means this agreement, the TNT Australia - TWU New South Wales (Employees) Heads of Agreement 2005

"Award" means -

- (a) the Transport Industry (State) Award, as applying during the operation of this Agreement; or
- (b) the TNT Express Sydney Sortation Award August 2004, which is applicable at the Company's sortation system operation located at 16-24 Cosgrove Road Enfield, New South Wales

"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, or another Enterprise Award.

"Blue Card" means a proprietary system which recognises an Employee as being competent in occupational health and safety based on the training module TDTF1 97B - Follow OHS Procedures. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures. Blue Card is conducted by a Registered Training Organisation that is licensed to deliver Blue Card.

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

"Company" means TNT Australia Pty Limited (ABN 41 000 495 269) or Riteway Transport Pty Limited (ABN 66 003 427 576) "Defence Service" means:

- (a) Service overseas by a member in peacekeeping, peace enforcement, or humanitarian relief operations as declared by the Minister in which the Defence Force is participating; or
- (b) Any voluntary service not covered by the call out provisions of the Commonwealth Defence Reserve (Protection) Act 2001; or
- (c) Any official Reserve Forces Induction or Training

"Employee" means a person employed by TNT Australia 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.

"Enterprise Award" means existing or future awards made by the Commission applicable to the Company's operations that are covered by the Enterprise Award.

"Fund" means the TWU Superannuation Fund

"Parties" means TNT Australia Pty Limited (ABN 41 000 495 269), Riteway Transport Pty Limited (ABN 66 003 427 576) and the Transport Workers' Union of New South Wales.

"The Reserve Forces" means the Australian Army Reserve, the Australian Navy Reserve and the Australian Air Force Reserve.

"TWU" means the Transport Workers' TWU of New South Wales

(ii) In this agreement:

- (a) Words importing the singular shall include the plural; and
- (b) Words importing the masculine gender shall include the female gender.

4. Operation

- (i) This Agreement shall apply to all of the transport and/or distribution operations of the Company located in the State of New South Wales, except as otherwise agreed between the Parties.
- (ii) This Agreement shall come into effect on 1 January 2005 and shall remain in operation until 31 December 2007 provided that any wage increase prescribed by a future agreement will not become due or payable before 1 January 2008.
- (iii) This Agreement rescinds and replaces the TNT Australia Pty Limited - TWU New South Wales (Employees) Amended Heads of Agreement 2003 -2004.
- (iv) This Agreement is to be read in conjunction with the Award and Enterprise Award. Where there is an inconsistency between this Agreement and the Award or Enterprise Award, this Agreement shall prevail.

5. Obligations of the Company

The Company shall ensure the following:

- (i) That the Company is committed to the 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 employees of labour hire companies to supplement the full-time workforce.
- (ii) That the spirit and intent of the letter dated 6 August 2003 (attached to this Agreement as Appendix 1) which applies to outside hire and employees of labour hire companies will be extended to cover new Company Employees and will be strictly adhered to at all Company sites.
- (iii) That it shall consent to the making and approval of an industrial instrument as may be necessary to give enforceable effect to this Agreement under the Act, in respect of the Company's New South Wales operations.
- (iv) That the Company, at its expense, will train its Employees in occupational health and safety and Blue Card. The initial cost of the testing and issuing of Blue Card will be met by the Company. The Company will use its best endeavours to recruit suitable new employees who are to be covered by this Agreement with the prescribed Blue Card.
- (v) That in accordance with the commitments contained in subclause (iv) of this clause, the operation of Blue Card shall not restrict access to the Company's sites and operations or interfere with an individual Employee's right of association.
- (vi) That commencing from the operation of this Agreement, the Company will advise all regular contractors engaged by the Company of Blue Card to allow the contractor to make a decision on obtaining a Blue Card.
- (vii) That it will adhere to the principle of collective bargaining with the TWU including compliance with the following:
 - (a) Industrial instrument(s) regulating terms and conditions of engagement of its Employees will be the Award and this Agreement.
 - (b) The Company will not enter into individual contracts or agreements (including Australian Workplace Agreements) or non-union agreements for Employees.

PART B

RATES AND CONDITIONS

6. Conditions of Engagement

In relation to any matter in respect of which this Agreement does not make provision, the terms of the Award or Enterprise Award where applicable to the Company's operations, or both shall apply.

7. Rates of Remuneration for Employees

- (i) The Company shall pay Employees the following increases on the base rate of pay:
 - (a) 5% from the first full pay period commencing on or after 1 April 2005
 - (b) 5% from the first full pay period commencing on or after 1 January 2006
 - (c) 5% from the first full pay period commencing on or after 1 January 2007
- (ii) The base rates of pay specified in the Schedule of Rates attached to this Agreement at Annexure A incorporate the increases contained in subclause (i) of this clause.
- (iii) The base rates of pay specified in Annexure A do not include allowances. Allowances as prescribed by the Award shall be paid to Employees.
- (iv) The base rates of pay specified in Annexure A will apply for the purposes of calculating entitlements including, but not limited to, overtime, any form of leave, redundancy and superannuation.
- (v) Any future state wage case or other Award monetary variations will be absorbed by the increases in base rates of pay provided by this Agreement.
- (vi) The parties agree to commence negotiations for a future agreement by 1 October 2007

8. Superannuation

- (i) The Company shall make the following monthly superannuation contributions on behalf of each of its Employees into the Fund an amount calculated in accordance with the Transport Industry - Superannuation (State) (No. 2) Award; and
- (ii) For the purposes of determining ordinary time earnings the Australian Tax Office Superannuation Guarantee Ruling SGR 94/4, as varied or superseded, will apply for the calculation of superannuation.
- (iii) The Company shall provide its Employees with written advice, on a quarterly basis, which includes all relevant details of the contributions made to the Fund in accordance with this clause and current practice at the time of signing of this Agreement.

9. Meal Allowance

- (i) The Award provisions will apply to the payment of meal allowances except where, an Employee is required by the Company to commence work prior to the Employee's normal starting time, the Employee will be entitled to a meal allowance after the completion of 10 hours of paid work on that day. The Company will not be required to pay more than one meal allowance per day, except in accordance with the Award.
- (ii) Notwithstanding (i) above, current meal allowance practices of specific depots will continue during this Agreement, except as varied by agreement.

10. Dangerous Goods Allowance

- (i) The Parties note that there is currently no Award prescription for allowances relating to the transporting, by public road, of dangerous goods as defined in the Australian Dangerous Goods Code.
- (ii) Should the Award be varied during the operation of this Agreement to insert a dangerous goods allowance for transporting, by public road, of dangerous goods as defined in the Australian Dangerous Goods Code, the Company undertakes to apply the prescription of the Award, as it deals with work performed by the Company.
- (iii) Where an Employee is required by the Company to handle dangerous goods, as defined in the Australian Dangerous Goods Code, in a designated dangerous goods area and provided the Employee is trained and qualified to handle dangerous goods, as defined in the Australian Dangerous Goods Code, the Employee will receive a payment of \$6 per day.

11. Protection of Entitlements

- (i) In the event that an Employee's employment is terminated as a result of the administration, provisional liquidation or insolvency of the Company the Employee will be entitled to a redundancy payment of three weeks' pay for each completed year of service with the Company capped at 52 weeks.
- (ii) The Company will make available to the TWU its consolidated annual accounts including the Directors' declaration of solvency and auditor's opinion. In addition, the Chief Executive Officer will advise the Secretary of the TWU (or nominee) of the Company's financial performance on a half yearly basis.
- (iii) This clause does not limit the TWU's ability to negotiate other redundancy arrangements in circumstances which are not covered by subclause (i) of this clause.

12. Measures to Increase Efficiency

- (i) The Parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the Company, the TWU and Employees.
- (ii) Employees will co-operate in the introduction and continuing use of technology which assists in improving and maximising the performance of the business, improves customer service, enhances monitoring and measurement of service quality.
- (iii) All base rate of pay 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.
- (iv) The Company shall make no further payments on account of the use and application of technology regardless of whether or not, after the approval of this Agreement, increases or new allowances are prescribed by any applicable award in relation to the introduction or use of any technology.
- (v) Introduction of new technology and operational procedures will not change the classification of Employees as a transport worker for the purposes of the Award.
- (vi) The Company shall provide additional support to Employees who are experiencing problems with using 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 TWU.
- (vii) 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.
- (viii) 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.

- (ix) It is a term of this Agreement that the Company will allow one report back meeting at each depot covered by this Agreement for the purpose of explaining the content, rights, obligations and operation of this Agreement to Employees, provided that:
 - (a) the report back meeting is conducted after the Commission has approved this Agreement; and
 - (b) the report back meeting will be at a time that is convenient to the operation of the depot and which minimises any disruption to customers.
- (x) The TWU Delegates of the Sydney depots may attend one meeting if it is convened by the TWU in preparation for the depot meetings referred to in subclause (ix) of this clause.

PART C

TWU RECOGNITION

13. TWU Recognition, Induction and TWU Delegates' Rights

A. TWU Recognition

- (i) The Company recognises the TWU as being the sole union that shall represent Employees. This representation will extend to all terms and conditions of engagement of Employees employed by the Company, whether those terms and conditions are subject to this Agreement or not.
- (ii) All new Employees covered by this Agreement, will 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 will not take any actions or make any statements that will directly or indirectly state or imply opposition by the Company to employees electing to join or remain members of the TWU.
- (iv) The Company will comply with section 210 of the Act.

B. Induction

- (i) Noting the requirement to comply with section 209(2) of the Act, a nominee or nominees of the TWU shall be given a reasonable opportunity to recruit all Employees into the TWU. The recruitment may involve an induction which will be used to outline the value of TWU membership and to encourage the Employees to join the TWU. To this end the Company agrees to ensure the following:
 - (a) that the induction will take place on the site at which the work is to be performed;
 - (b) that a space is provided for the induction and is appropriate for such use (such as a training room);
 - (c) that 30 clear minutes be allowed for the induction to take place;
 - (d) that employees receive no less than their usual or (where they have not yet commenced work) proposed rate of pay for the duration of the induction; and
 - (e) that prior to the induction there shall, at the request of the TWU, be posted in a prominent position accessible to all employees in the workplace, a TWU generated and authorised notice as to the purpose of, and any other relevant information about, the induction.
- (ii) The Company will notify the TWU Delegates of all upcoming site inductions for new Employees as soon as practicable and within the spirit of the letter contained in Appendix 1 to this Agreement.

C. TWU Delegates' Rights

A TWU Delegate, as the workplace representative, shall:

- (i) be treated fairly and perform their role as TWU Delegate without any discrimination in the workplace;
- (ii) be recognised by the Company as the endorsed representative to represent TWU members in the workplace;
- (iii) bargain collectively on behalf of those Employees they represent;
- (iv) have access to new Employees to explain the benefits of TWU membership;
- (v) respect the right of association of an individual Employee.
- (vi) Be paid to:
 - (a) represent the interests of TWU members to the Company and industrial tribunals;
 - (b) consult with TWU members during normal working hours;
 - (c) participate in the operation of the TWU, by agreement with the Company where agreement will not be unreasonably withheld, with both parties the provisions of clause 16 of this Agreement if agreement is not reached; and
 - (d) attend accredited TWU education and training, by agreement with the Company.
- (vii) In recognition of the Company's support, the Company expects the TWU Delegate to:
 - (a) encourage members of the TWU to comply with the Award, Enterprise Award and this Agreement;
 - (b) encourage members of the TWU to comply with occupational health and safety rules at all times;
 - (c) encourage members of the TWU to follow the Settlement of Disputes procedures at all times;
 - (d) have reasonable access to the following Company resources for the purpose of carrying out his/her TWU Delegate's duties:
 - landline telephone
 - facsimile
 - photocopying; and
 - noticeboards

14. Payroll Deductions

In accordance with current practice, the Company will 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. Where the Company remits membership fees to the TWU it shall do so together with all necessary information, subject to privacy legislation, to enable the reconciliation and crediting of subscriptions to Employees' TWU membership accounts, including, but not limited to, names, addresses, and phone numbers.

- (ii) The Company will facilitate deductions for contributions from individual Employees who elect to make additional contributions to the TWU Superannuation Fund. Provided that such additional contributions shall not be required to be made by the Company.
- (iii) 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. TWU Picnic Day

- (i) Clause 28 - TWU Picnic Day - of Award shall apply. In addition, a casual Employee who has been engaged directly by the Company and who has had an unbroken engagement of 3 months or more with the ongoing expectation of engagement by the Company will be entitled to the provisions of Clause 28 of the Award.
- (ii) The TWU undertakes to supply the Company with a list of financial members of the TWU to whom this benefit applies, fourteen days in advance of the Picnic Day.
- (iii) It is the expectation of the Company that casual employees engaged by a labour hire company and deployed on Company sites who meet the provisions of subclauses (i) and (ii) of this clause will receive the benefits of this clause. The Company will inform the labour hire company of this expectation.

16. Settlement of Disputes - Employees

- (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 TWU Delegate;
 - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official, TWU 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 may be submitted by one of the Parties to the Commission which may 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 one of the Parties 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 any 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 emergency and medical supplies to customers.

17. Settlement of Disputes - Employees of Labour Hire Companies

The Company commits to the following process for employees of labour hire companies:

- (i) Where the Company concludes there is a disciplinary issue involving an employee of a labour hire company doing work covered by the Award and who is a member of the TWU, the Company will advise the TWU Delegate on site of the Company's intention prior to returning the labour hire company employee back to the labour hire company.
- (ii) Subject to confidentiality and the consent of the labour hire company employee, the Company will discuss with the TWU Delegate the nature of the disciplinary issue and allow the TWU an opportunity to review the decision prior to sending the labour hire company employee back to the labour hire company.
- (iii) Any subsequent matters that may be in dispute will be processed with the labour hire company (as the employer), the TWU and the employee of the labour hire company.

PART D

SAFETY

18. Reasonable Work Hours

- (i) Subject to subclause (ii) of this clause the Company may require an Employee to work reasonable overtime at overtime rates.
- (ii) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable.
- (iii) For the purpose of subclause (ii) of this clause what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to Employee health and safety;
 - (b) the Employee's personal circumstances, including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

19. Compliance to Road Transport Laws

- (i) On 29 November 2004, the TWU filed a Notice of Dispute Under Section 130 and 332 of the Act in the Commission which, amongst other things, seeks the making of an Award provision entrenching a chain of responsibility clause. The TWU asserts that such a clause is one necessary element in seeking to ensure that no matter how many links exist in the transport supply chain, workers actually performing the work do so on terms and conditions conducive to and fostering safe performance of work. The Parties are not agreed on this point. The industry proceedings are before His Honour Justice Marks.

- (ii) The Company has raised significant legal concerns about chain of responsibility aspects of the Transport Workers' Heads of Agreement 2004 claim including the proposals regarding the payment of site rates to outside hire and other suppliers and the engagement of only entities which have a registered industrial agreement with the TWU.
- (iii) As a result of the issues identified in (i) and (ii) above, the Parties have agreed to enterprise specific measures in the following subclauses.
- (iv) The Company will take reasonable steps to ensure that suppliers which engage employees or contract carriers to provide services to the Company pay their employees or contract carriers wages no less than the applicable Award rate or contract determination or industrial instrument.

"Reasonable steps" will involve the Company implementing commercial arrangements which provide for compliance by suppliers in the areas of occupational health and safety, road transport laws, safe driving times and wages paid to the supplier's employees or contractors.

- (v) Where the TWU or delegates have information or evidence that work performed by employees and/or contract carriers of the supplier are not being performed in a safe manner or is not providing to the transport workers performing the work at least the remuneration and conditions of the applicable Award, contract determination or industrial instrument, the TWU (including delegates) may:
 - (a) provide this information or evidence to the Company; and/or
 - (b) institute legal proceedings for underpayment against the relevant supplier
- (vi) Where the TWU provides information or evidence to the Company in accordance with (v) (a) of this subclause, the Company will advise the supplier of the existence and nature of information provided by the TWU, inform the supplier of the TWU's powers of inspection under the Act and make all reasonable attempts to investigate the matter in line with the Companies contract arrangements.
- (vii) Should a breach be proven by decision of an appropriate court or tribunal, the Company may use the commercial provisions available to it under the service level agreement to terminate the supplier's agreement.
- (viii) Where Employees consider that significant OH&S issues exist concerning suppliers or the performance of work by transport workers not directly engaged by, but supplying services to the Company, the following steps will occur:
 - (a) The matter may be reported to the appropriate OH&S representative and management representative.
 - (b) The delegate may request the matter be investigated. The Company will use available information from appropriate Company and other sources.
 - (c) Relevant Linehaul Services Payment Advices (LSPA) will be examined by the Company to determine if significant issues exist and if potential false declarations have been made.
 - (d) Without in any way detracting from the capacity of the Company to exercise its rights under a Linehaul Services Agreement independently of this process, should significant doubts remain concerning the safety of any supplier arrangement after completion of this process the Company will exercise its rights under its service level agreement.
- (ix) The above arrangements will also apply to issues raised by the TWU except that in the first instance they will be raised in writing with the Company.
- (x) In instituting any investigation under this Clause the Parties accept that certain information is commercially confidential to the Company.

- (xi) The Company shall comply with the requirements of laws and regulations relating to the road transport industry.
- (xii) The Company shall comply with the requirements of occupational health and safety legislation. Further, the Company is committed to the implementation of the National Safety Council of Australia's 5 Star OHS Management System or other relevant Australian Standards or International Standards Organisation programs.

PART E

SUPPLEMENTARY LABOUR AND MAJOR CHANGE

20. Supplementary Labour

- (i) The Company is committed to the fulltime engagement of its employees, noting that for operational reasons there will be a continuing need for flexible workforce solutions including permanent part-time, casual and employees of labour hire companies to supplement the fulltime 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 for staffing then there will be consultation and agreement with the TWU.
- (iv) The Company may extend opportunities for full-time engagement to part-time, casual Employees or employees of labour hire companies where there is a demonstrated need for full-time employees to be engaged by the Company.

21. Major Change

The Company commits to the following process in the instance of major change to the business:

- (i) Where the Company believes major changes to its business, may be imminent and where those changes will have significant effects on Employees, the Company will consult the TWU and those Employees prior to the Company implementing the changes.
- (ii) "significant effects", referred to in subclause (i) of this clause, means major changes in the composition, operation and engagement of the Company's workforce covered by this Agreement.
- (iii) The Company will discuss the introduction of changes referred to in subclause (i) of this clause, the effects the changes are likely to have on the Employees and any measures to avert or mitigate the effects of such changes on the Employees with the TWU.
- (iv) The Company will give consideration to matters raised by these Employees and/or the TWU in relation to the changes, prior to implementation of the changes.

PART F

TRAINING

22. Training

- (i) The Company will continue training in areas such 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.

- (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) Fatigue management
- (iv) Where the Company requires particular training to be undertaken by Employees, the Company will conduct the training at its own expense.
- (v) The Company commits to the following additional training:
 - (a) comply with its obligations under the NSW Occupational Health and Safety Act 2001, including all current Codes of Practices, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement.
 - (b) authorise all Employees elected to OH & S Committees and/or as OH&S Representatives to attend a committee training course (as per the NSW Occupational Health and Safety Act, 2001) as soon as practicable. Further, the Company will establish an OH&S Committee in all workplaces with less than 20 employees;
 - (c) train all TWU Delegates and Co-delegates to "Certificate IV in Workplace Training and Assessing" trainer standard within three months of either the commencement of this Agreement or the TWU Delegate or Co-delegate assuming the position of delegate or co-delegate;
 - (d) provide employees that perform driving duties, scheduling and rostering with an opportunity and time to undertake driver fatigue management programs.

23. TWU Training Days

- (i) The Company shall permit elected TWU Delegates to attend the following number of TWU Training Days, within each year of the operation of this Agreement:
 - (a) TNT Express (Metropolitan Depots) - a total of 132 days
 - (b) Riteway Express - a total of 10 days
 - (c) TNT Express (Wollongong, Newcastle, Gosford) - a total of 10 days per depot
 - (d) For non-metropolitan depots not specified in this Agreement up to 10 days leave for a TWU Delegate to attend a TWU Training Day may be agreed by the Company. Where agreement is not reached the provisions of clause 16 of this Agreement will be invoked. However TNT's consent will not be unreasonably withheld.
- (ii) Having regard to the travel time between the Employee's depot and training venue, TWU Delegates who attend a TWU Training Day shall be paid in accordance with the following arrangements:
 - (a) Where a TWU Delegate returns to the workplace after a TWU 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

- (b) Where a TWU Delegate attends a TWU Training Day or part of a day and fails to present and be available for work either before or after the TWU Training Day, the TWU Delegate will only be paid base rate of pay for the period in attendance at the Union Training Day
 - (c) Where a TWU Delegate attends a TWU Training Day for the whole day, and provided that notice has been given to the Company in accordance with sub-clause (iv) of this clause, the Company will pay the TWU Delegate the hours worked under normal circumstances
- (iii) The number of TWU Delegates who will be paid to attend TWU Training Days shall be as follows:
- (a) TNT Express - Mascot, Enfield, Chullora:
Up to 3 Employee TWU Delegates per meeting per depot
 - (b) TNT Express - Homebush:
Up to 2 Employee TWU Delegates per meeting
 - (c) Riteway Express - Chullora:
Up to 2 Employee TWU Delegates per meeting
- (iv) Notice to TWU Training Days:
- (a) The Company requires, from the TWU, at least 48 hours written notice for TWU Delegates to attend TWU Training Days.
 - (b) Notice referred to in (a) of this subclause shall be provided by the TWU to the General Manager Human Resources, TNT Express or the State Manager, Riteway Express for TWU Delegates required to attend from the respective Company.
 - (c) Notice referred to in (a) of this subclause shall include the expected duration of the TWU Delegate's absence from the workplace, purpose of the training, date, time and location of the training.

PART G

LEAVE

24. Parental Leave

The Company shall comply with the provisions of Chapter 2, Part 4, Division 1 - Parental Leave, of the Act.

25. Blood Donor Leave

- (i) An Employee who is absent during for a period that they would ordinarily be working for the company for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- (ii) An Employee taking the leave referred to in subclause (i) of this clause shall arrange for his/her absence to be on a day suitable to the company at the beginning or ending of his/her ordinary working hours, provided that the driver of any vehicle shall not take leave to donate blood prior to two hours before the end of his/her ordinary working hours and shall not perform driving duties for at least eight hours after donating blood.
- (iii) Proof of the attendance of the Employee at a recognised place for the purpose of donating blood and the duration of such attendance shall first be furnished to the satisfaction of the company.

- (iv) The Employee shall notify the Company as soon as possible and at least 24 hours prior, except in emergency situations, to the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

26. Volunteer Emergency Services, Bush Fire Fighters and Defence Force Reserves Leave

- (i) Volunteer Emergency Services and Bush Fire Fighters Leave

Any Employee who is a member of a volunteer emergency service or a bush fire brigade shall be granted leave of absence if they are required to attend an emergency during a period they would ordinarily be working for the company. Such leave may be accessed in a manner reflecting access to Personal/Carer's Leave in the Award in that the Employee shall be entitled to use any current or accrued sick leave, annual leave or long service leave entitlement for absences to provide such emergency service.

- (ii) Defence Force Reserves Leave

- (a) The company shall not hinder or prevent Employees from volunteering for Defence Service in the Reserve Forces.
- (b) The company shall not penalise Employees or refuse to engage employees, or prejudice them in their engagement, whether by reduction of remuneration, dismissal, termination, or in any other way, for the reason that they are rendering or are liable to render Defence Service in the Reserve Forces.
- (c) Where the Company is required to allow annual or periodical holidays or leave to an Employee, the company shall not, except at the request of the transport worker, allow the holidays or leave at times comprised within any period of absence on Defence Service of the Employee, but nothing in this subclause deprives such an Employee of any right to any holidays or leave to which the member would otherwise have been entitled.
- (d) Where an Employee has given the company reasonable notice, the Company shall, upon application by the transport worker, allow the period or periods of leave necessary for the Employee to attend induction or ongoing training in the Reserve Forces.
- (e) The company will ensure that no Employee who is absent by reason of Defence Service or attending induction or ongoing training suffers as a result of that absence a reduction in their usual pay by taking (as is necessary) one of the following measures:
 - 1. Paying the Employee their base pay for the period of the absence; or
 - 2. Paying the Employee any difference between the remuneration received for the Defence Service and their base pay.

PART H

MISCELLANEOUS

27. Anti - Discrimination

- (i) It is the intention of the Parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Award the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the

fulfilment of these obligations for the Parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the Parties by the legislation referred to in this clause.

28. 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 1 January 2008.
- (iii) Nothing in this clause precludes individual sites from agreeing to performance based schemes which will bring benefit to the Company and the Employees. Such schemes shall only be implemented by mutual agreement.

29. Leave Reserved

Should the TWU during the operation of this Agreement secure Award provisions through an order of the Commission relating to chain of responsibility through the proceedings noted in clause 19(1) of this Agreement, the Parties agree that the Award or order provisions will supersede clause 19, excepting that clauses 19(iv) to 19(xii) may remain in place, noting that leave is reserved for either party to negotiate any facilitative provisions or recommendations of Marks J in the award or order matter referred to above.

PART I

EXECUTION

30. Signatories

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

Secretary

Director

H E Chapman

Name of Secretary

R Corcoran

Name of Director

Date: 22.3.05

Date: 22.3.05

SIGNED by RITEWAY 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

Date: _____ 22.3.05

Director

R Corcoran

Name of Director

Date: _____ 22.3.05

SIGNED by the TRANSPORT WORKERS' UNION OF NEW SOUTH WALES:

Secretary

A Sheldon

Name of Secretary

Date: _____ 6/4/05

Director

Mark M Crosdale

Name of Director

Date: _____ 6/4/05

ANNEXURE A

SCHEDULE OF RATES

TABLE A

Employees employed pursuant to the Transport Industry (State) Award

Grade	Weekly base rates of pay applicable as at:	Weekly base rates of pay applicable from the first full pay period commencing on or after:		
		1 December 2004	1 April 2005 (5%)	1 January 2006 (5%)
1	601.03	631.09	662.64	695.77
2	622.03	653.14	685.79	720.08
3	636.59	668.42	701.84	736.93
4	649.27	681.73	795.62	835.40
5	681.91	716.00	751.80	789.39
6	690.09	724.59	760.82	798.86
7	715.01	750.75	788.30	827.71
8	765.73	804.02	844.22	886.43

TABLE B

Employees engaged pursuant to the TNT Express Sydney Sortation Award August 2004

Grade	Weekly base rates of pay applicable as at:	Weekly base rates of pay applicable from the first full pay period commencing on or after:		
	1 December 2004	1 April 2005 (5%)	1 January 2006 (5%)	1 January 2007 (5%)
1	661.67	694.75	729.49	765.97
2	743.18	780.34	819.36	860.33

ANNEXURE B

6 August 2003

Mr Mark Crosdale
Newcastle & Northern Sub Branch
Secretary
Transport Workers' Union of Australia
New South Wales Branch
96 Tudor Street
Hamilton NSW 2303

Dear Mark

I refer to our discussions in the past few days regarding induction of outside hire and agency labour at TNT Express, Enfield.

Following local discussions between management and delegates, a process has been agreed whereby the delegates are given access to the outside hire and agency personnel at the time of induction.

For agency labour, predominantly PM dockhands, the delegates are given 10 -15 minutes at the conclusion of the supervisor's site induction. For outside hire, predominantly drivers, the delegates are provided with a daily list of outside hire and are given access to these drivers.

In agreeing to these arrangements it should be noted by the delegates and the TWU that TNT must comply with applicable laws relating to an individual's freedom of association.

I trust that this letter now clarifies the situation.

Yours sincerely

Vicky Leeds
Corporate Employee Relations Manager
TNT Australia Pty Limited

ANNEXURE C

9 December 2004

Mr Mark Crosdale
Newcastle & Northern Sub Branch Secretary
Transport Workers' Union
31 Cowper Street
Parramatta NSW 2150

Dear Mark

The word "agreed" in line one of Clause 14(i) in the TNT Australia - TWU New South Wales (Employees) Heads of Agreement 2005 will only be invoked by TNT where it is impractical to make the requested deduction on an electronic basis.

As an example there are currently a range of Health Funds to which TNT facilitates electronic deductions. If an employee joined some obscure fund for which no electronic deductions were being made then TNT would not further extend the electronic deduction to the requested Health Fund.

Yours sincerely

Curtis Berry
Director Operations