

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/238

**TITLE: Logistics Management Services (NSW) a division of DHL
Danzas Air & Ocean (Australia) Pty Ltd Certified Agreement 2004**

I.R.C. NO: IRC5/3739

DATE APPROVED/COMMENCEMENT: 28 July 2005 / 28 July 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by DHL Danzas Air & Ocean (Australia) Pty Ltd, and the Transport Workers Union of Australia NSW Branch (TWU), who are engaged to perform work under this agreement in the State of NSW, save and except for those employees engaged under a salary arrangement, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: DHL Danzas Air & Ocean (Australia) Pty Ltd -&- the Transport Workers' Union of New South Wales

LOGISTICS MANAGEMENT SERVICES (NSW) A DIVISION OF DHL DANZAS AIR & OCEAN (AUSTRALIA) PTY. LTD. CERTIFIED AGREEMENT 2004

1. Title

This agreement shall be known as the "Logistics Management Services (NSW) a division of DHL Danzas Air & Ocean (Australia) Pty. Ltd Certified Agreement 2004".

2. Arrangement

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APPENDIX A CRITICAL PRODUCT AGREEMENT

3. Application, Scope and Parties Bound

This agreement applies to the Transport Workers Union of Australia NSW Branch (TWU) and its officers and to Logistics Management Services, a division of DHL Danzas Air & Ocean (Australia) Pty. Ltd. ABN 62 002 636 124 ("the employer") and the employees of the employer who are engaged to perform work under this Agreement ("the employees") in the State of NSW, save and except for those employees engaged under a salary arrangement.

4. Application of Award and Company Policies

4.1 Where matters are not provided in this Agreement, the provisions of the Transport Industry (State) Award (the Award) shall apply. Where the terms of this Agreement conflict with the terms of the Award, this Agreement shall prevail. PROVIDED THAT notwithstanding any provisions contained either in this Agreement or in the Award, the critical product agreement, contained as schedule A of this Agreement, shall apply in respect of critical products, as defined.

- 4.2 The employer has developed and implemented various policies and procedures which apply to all employees of the company. These policies are set out in the Employee Handbook, a copy of which has been made available to each employee. The parties agree that these policies and procedures will continue to apply to employees covered by this agreement except where they are in conflict with specific provisions of the Enterprise Based Agreement, the relevant Award or other relevant legislation.
- 4.3 The parties to this Agreement recognise that this agreement has been entered into to provide a framework for the successful implementation of the new systems designed to enhance productivity without employees working excessive hours. Therefore, the parties are committed to the continuous improvement of the Company's operation.
- 4.4 In particular, the parties commit themselves to a programme of consultation in order to identify measures to be implemented in order to achieve the maximum quality of service to clients, with minimisation of repeat work, wrong deliveries, client complaints and dissatisfaction with service. In order to achieve this, the parties will seek ways to maximise the value of their respective contributions to the Company, with full and proper regard for the interests and concerns of others.

5. Ratification of Agreement

This Agreement when entered into by the respective parties shall be submitted to the Industrial Relations Commission of New South Wales (the IRC) within 14 days of execution.

6. Period of Operation

- 6.1 This Agreement shall commence from the first full pay period on or after the date of its registration by the IRC, and expiring on 30 August, 2007 (and thereafter until varied or cancelled by the parties as provided in 6.2 hereof).
- 6.2 The parties agree to commence negotiations no later than three months prior to the expiry of this Agreement with a view to negotiating a replacement agreement. PROVIDED THAT if the parties have not agreed upon a replacement three months from the expiry date of this agreement, either party may apply to have the agreement terminated by the IRC pursuant to the Act.

7. Dispute Settlement Procedures

- 7.1 The parties to this Agreement recognise that the most effect means of resolving disputes is to resolve them at the workplace level. Accordingly, where a grievance, question or dispute arises, the parties agree to follow the procedures outlined in this clause with a view to resolving the matter at the workplace.
- 7.2 Where a question or dispute arises:
- (a) in the first instance, the matter is to be raised by the aggrieved person with the team leader/supervisor, who shall make every endeavour to resolve the question or dispute;
 - (b) If the matter is not resolved, the employee may take the matter to their Manager for mediation of the issues;
 - (c) if the matter remains unresolved, the employee or his/her representative and the HR Manager of the Company, or such other senior person nominated by the employer, shall meet and make every endeavour to resolve the question or dispute;
 - (d) if the matter remains unresolved, either party may refer the matter to an agreed mediator to assist in resolving the question or dispute;
 - (e) finally, if the question or dispute remains still unresolved, either party may refer the matters or any aspect thereof to arbitration.

- 7.3 In the event that the dispute involves an OH&S issue, the issue in dispute shall be referred to the Company's OH&S committee who may investigate the matter and make a recommendation to the Company.
- 7.4 The arbitrator shall be a person agreed between the employee and the Company; If the employee and the Company are unable to agree on an arbitrator, the arbitrator shall be a Commissioner of the IRC and the matter shall be referred to the IRC.
- 7.5 At all times whilst a question or dispute is being dealt with in accordance with this clause, the status quo shall continue and work shall continue without disruption, except in the case of a dispute involving an occupational health and safety issue involving a part of the work site which may be isolated if it is considered that it constitutes an ongoing health and safety issue, until the matter is resolved or agreement reached relating to the particular site.

8. Contract of Employment

8.1 Terms of Employment

- 8.1.1 Employees shall be engaged on a full time, part time, casual basis or for a fixed term or specified task.
- 8.1.2 Employees employed on a Part-time basis may be required to work up to a maximum of 34 ordinary hours in any week. These hours may be required to be worked on a regular basis of up to ten (10) hours any one day, including on a Saturday, which may or may not be worked as part of the ordinary hours provided above. Such employees shall be paid at the rate of 1/38th of the remuneration provided in Clause 10 for their particular classification for each hour of ordinary time worked and accrue for all benefits either under the Award or hereunder on a pro-rata basis. In the event that a part time employee is engaged to work part only of a day, and additional work is offered on the day to the part-time employee, and the part-time employee accepts such offer, the part-time employee shall be paid for all hours worked on the day which do not exceed eight (8) hours of work in total at the employee's ordinary rate of pay. Further, in the event that a part-time employee is engaged to work on less than five (5) days of a week, and the part-time employee is offered work on an additional day, and the part-time employee accepts such offer, the part-time employee shall be paid for work on the additional day or days at the employee's ordinary rate of pay, including with a 50% loading for work on a Saturday, for all hours worked up to a maximum total of thirty eight (38) in any one week, and at overtime rates thereafter.
- 8.1.3 Casual employees shall be engaged as such, and be paid by the hour. Each engagement of a casual employee shall be no less than 4 hours. In the event that a casual is offered additional work beyond that for which he/she has been employed, and the employee accepts the said offer, the payment for such work shall be at the rate at which the employee has been engaged for all hours of work which do not exceed 10 per day or 38 per week, and at time and a half thereafter. For all ordinary hours worked, casual employees shall be paid at the rate of 1/38th of the remuneration in Clause 10 for their particular classification for each hour worked, plus a loading of 15%, together with payment of 1/12th of their ordinary rate of pay in lieu of accruing annual leave entitlement. For any hours on one day which exceed 8, or in excess of 38 ordinary hours a week, a casual employee shall be paid at the prescribed basic rate plus 50%, plus a loading of 15%. For any hours worked on a Saturday or Sunday a casual employee shall be paid at the prescribed basic rate plus 50%, plus a loading of 15%. The payments referred to shall be in lieu of any and all entitlements payable pursuant to the Award, or under this Agreement (eg. attendance bonus and productivity bonus).
- 8.1.4 Employees employed for a specific fixed term or fixed purpose shall be paid as for a full time, or part time as applicable, employee engaged under the classification for which the employee has been engaged and shall accrue entitlements to sick/personal carer's leave, as well as annual leave, on a pro-rata basis accordingly. Fixed term or fixed purpose employees will not, however, be entitled to any of the benefits provided under this Agreement, such as, for example, the attendance bonus and SLA/Productivity bonus. The accrued leave entitlement will be paid to the employee at the conclusion of his/her engagement.

8.2 General Conditions

Employees are required to work as directed. This may include being directed to work at another location from the employee's ordinary workplace. Such direction may be that the employee is to permanently relocate to another location, which becomes the employee's normal place of work, or to temporarily relieve in a position at another location. The company will use reasonable efforts to accommodate individual employee's needs.

- 8.2.1 Employees may be directed to work in a function or role ancillary to the employee's main role, subject to the alternative work being work for which the employee has the skills to undertake.
- 8.2.2 Employees shall undertake such training, either internal or external, as may be directed by the Company. The Company will pay for any costs associated with such training. Time spent in training by the employee shall be treated as time worked. Time spent by the employee travelling, or additional expenses incurred in the employee attending an alternate work place shall be treated as provided herein.
- 8.2.3 Employees must remain committed to the company at all times while employed, and not do anything which in any way impairs their ability to perform the duties which have been prescribed for them productively and efficiently.
- 8.2.4 It is a fundamental condition of employment that employees are aware of, and abide by, the Company's policies and procedures. Serious and/or persistent breaches of any of the Company's policies and procedures may lead to instant dismissal, subject otherwise to the Company's disciplinary procedures.
- 8.2.5 Employees Not To Evidence Consumption of Alcohol or Drugs

Under no circumstances will employees be permitted at the workplace evidencing consumption of alcohol or partaking of drugs. Should a responsible manager have any reason to suspect breach of this provision, the employee may be stood down without pay for the remainder of the employee's shift. The employee shall have the right to attend a qualified person within two (2) hours of being stood down and obtain a certificate to the effect that the employee has a blood concentration of alcohol or drugs of 0.02 or less, in which event the Company will reimburse the employee for wages lost during the stand down period.

9. Classifications

- 9.1 Employees shall be classified under one of the following classifications:

Level	Description
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- i. Employees joining the Company for the first time shall be classified at this level for a period of six (6) months, the first three (3) months of which shall be the probationary period of employment. Subject to satisfactorily performing their prescribed duties, employees will be offered formal training with the Company following the completion of ten (10) weeks service. Employees at this classification level who satisfactorily undertake their duties and demonstrate a capacity to perform the work during the training stage, shall be considered for advancement to the next classification level at the end of six (6) months. Employees at this level shall perform routine duties as prescribed and be subject to constant supervision and direction.
- ii. Employees at this level shall have satisfactorily completed the training programme and be expected to have acquired a basic level knowledge regarding the Company and will continue to perform routine duties under reduced direction and with continuing constant supervision. Employees at this level may also obtain accreditation to drive a forklift, which they may be directed to perform in addition to the duties prescribed for level ii employees, working under continuing constant supervision and direction. Employees at this level shall also be able to perform routine clerical tasks peripheral or ancillary to their main duties, including data entry and retrieval.

- iii. Employees classified at this level shall have either satisfactorily completed the Warehouse and Distribution Certificate II or be able to demonstrate a superior level of skill in performing their work equivalent to an employee with Warehouse and Distribution Certificate II. Employees shall be expected to continue to demonstrate the skills and capabilities indicated in their initial period of employment (including during the training period) and shall perform their job tasks with a higher degree of skill than employees engaged at levels i, ii and iii. Generally, employees at this level shall have not less than two (2) years satisfactory service with the Company. Employees at this level shall have acquired a greater degree of knowledge of the Company and the products and freight lines which the Company handles, and to be capable of performing their tasks under routine direction and supervision.

Employees at this level may be expected to have obtained a forklift licence and to drive a forklift (up to 4.5 tonnes capacity) in the performance of the duties. Employees at this level take responsibility for their own work performance and are able to perform duties in areas of the Company other than the one in which they are immediately employed. Employees at this level shall also possess the skills and capabilities to perform relatively complex clerical tasks in areas peripheral or ancillary to their main duties, including more involved data entry and retrieval.

- iv. Employees classified at this level shall generally have no less than one years experience at Level iv, and shall demonstrate a high degree of ability and skills to perform the tasks prescribed for Levels i, ii & iii. Employees at this level shall have been awarded the Warehouse and Distribution Certificate III. Employees at this level shall have a thorough knowledge of the Company and the products and freight which the Company handles and take responsibility for their own work performance. Employees at this level shall work under minimal supervision.
- v. Employees classified at this level shall perform the functions and duties of Leading Hand of a department or departments of the Company (including one(s) not immediately the one for which the employee is principally employed) and accept responsibility for the performance and for the output and performance of those employees working under his/her direction or supervision. Employees classified at this level shall demonstrate a high degree of ability and skill in performing any or all of the duties prescribed for employees at Levels i, ii, iii and iv as well as tasks reasonably peripheral or ancillary to these tasks. Employees classified at this level shall have a thorough and complete knowledge of the Company and the products and freight that it handles and be able to work in his/her own initiative in relation to performing their own work as well as directing the performance of others. Employees classified at this level shall work under minimal supervision but nevertheless consistent with the policies and procedures of the Company.
- vi. An employee at this level shall demonstrate skills and abilities of the highest order and be capable of taking full responsibility for their own work, as well as the work of others, and shall exercise the level of authority as for a Supervisor including working with minimal assistance on weekends. Employees at this level may be offered salaried positions with the position description of Co-Coordinator.

9.2 Employees engaged to perform duties in the Customer Service Area of the Company shall be classified independently of the foregoing classification structure as follows providing for specific hours of work, and receive the specific remuneration provided under Clause 10.

9.3 It shall be the prerogative of the Company to classify employees. The Company shall classify employees in a fair manner and consistent with the demonstrated skills and abilities of the employee. An employee who otherwise possesses the qualification for classification at a higher classification level shall only be appointed to such a position if, in the opinion of the Company, a vacancy exists at the higher level.

10. Rates of Pay

10.1 Rates

10.1.1 Employees classified as Level i

	Basic Rate per week	Part Time Rate (per hour)	Casual Rate (per hour)
(Monday/Friday only) A. Employees working over 5 days of the week, Monday to Friday only on any of the following arrangements: a. 4 days x 7.5 hours and 1 day of 8 hours (exclusive of meal breaks) b. 4 days x 9 ½ hours (exclusive of meal breaks) or 5 days x 7.6 hours (exclusive of meal breaks). c. Any combination of hours of up to 38 per week worked on any five days of no more than 10 hours, nor less than six on any one such day	\$575.00	\$15.13	\$18.85
(inc Saturday) B. Employees who work the arrangements set out hereabove but whose ordinary hours include work on Saturday of no more than 8 hours, and work on four days only of the other days of the week, Monday to Friday.	Weekly Rate - \$575.00 Sat penalty 50% - \$ 57.50 Total - \$632.50		

10.1.2 Employees classified as Level ii

	Basic Rate per week	Part Time Rate (per hour)	Casual Rate (per hour)
Employees working the arrangements provided under 1A above (Monday to Friday only)	\$600.00	\$15.79	\$19.67
Employees working the arrangements provided under 1B above	Weekly Rate - \$600.00 Sat penalty 50% \$ 60.00 Total - \$660.00		

10.1.3 Employees classified as Level iii

	Basic Rate per week	Part Time Rate (per hour)	Casual Rate (per hour)
Employees working the arrangements provided under 1A above (Monday to Friday only)	\$605.00	\$15.92	\$19.84
Employees working the arrangements provided under 1B above	Weekly Rate - \$605.00 Sat penalty 50% \$ 60.50 Total - \$665.50		

10.1.4 Employees classified as Level iv

	Basic Rate per week	Part Time Rate (per hour)	Casual Rate (per hour)
Employees working the arrangements provided under 1A above (Monday to Friday only)	\$615.00	\$16.18	\$20.16

Employees working the arrangements provided under 1B above	Weekly Rate - \$615.00 Sat penalty 50% - \$ 61.50 Total - \$676.50		
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10.1.5 Employees classified as Level v

	Basic Rate per week	Part Time Rate (per hour)	Casual Rate (per hour)
Employees working the arrangements provided under 1A above (Monday to Friday only)	\$644.00	\$16.95	\$21.11
Employees working the arrangements provided under 1B above	Weekly Rate - \$644.00 Sat penalty - 50% \$ 64.40 Total - \$708.40		

10.1.6 Employees classified as Level vi

	Basic Rate per week	Part Time Rate (per hour)	Casual Rate (per hour)
Employees working the arrangements provided under 1A above (Monday to Friday only)	\$670.00	\$17.63	\$21.97
Employees working the arrangements provided under 1B above	Weekly Rate - \$670.00 Sat penalty 50% - \$ 67.00 Total - \$737.00		

10.2 Variation

Subject otherwise to a direction of the IRC, the rates set out hereabove shall be adjusted on the date and by the amount of the Award adjustment to reflect the decision in the State Wage Case decision for the years 2005 and 2006.

10.3 Rates are Minimum Rates

The rates set out hereabove are minimum rates only and actual rates of pay shall reflect the further allowances, bonuses etc payable under this Agreement.

11. Meal Breaks and Meal Allowances

- 11.1 All employees shall be entitled to a meal break of no less than one half hour, which shall be unpaid at, or prior to the completion of each period of up to five hours of work. An employee working under a shift arrangement other than day shift shall be entitled to the break, which shall be of twenty (20) minutes duration, which shall be paid and counted as time worked.
- 11.2 An employee who works a subsequent five hour period following return from the previous meal break shall be allowed a further break of no less than twenty minutes, at the conclusion of the work period which shall be paid and counted as time worked. PROVIDED THAT the employee is required to resume work following the break and work for a further period of no less than two hours to qualify for the break.
- 11.3 An employee who works more than 2 hours overtime on any one day shall be provided with a suitable meal, or be paid the meal allowance provided in the Award with respect to such overtime, unless the employee has received notification no later than the time at which the employee finished work the

previous day that the overtime is to be worked. In the event that the employee is so notified and then does not work the overtime, the employee shall be paid the meal allowance provided hereabove.

12. Vehicle Allowance

- 12.1 An employee who is required to use his/her own vehicle in or in connection with performing his/her work duties shall be paid the allowance provided under the Australian Taxation Office guidelines per kilometre of necessary travel.
- 12.2 An employee who commences work at his/her normal place of work and then is required to travel to another place in order to perform work duties as directed, shall be reimbursed the cost of travel to the alternate place of work by conventional public transport or reimbursement of kilometres as per 13.1. The time spent travelling under the circumstances shall be counted as time worked.
- 12.3 An employee who is directed to commence work at a location other than his/her normal place of work, prior to the employee leaving his dwelling place, shall be reimbursed for any additional cost which the employee may incur travelling to that alternate site over and above that which would have been incurred had the employee travelled to his/her usual place of work.
- 12.4 An employee who utilises their own vehicle as provided herein shall ensure that the vehicle so used is fully registered and comprehensively insured and that the vehicle is in a roadworthy condition.
- 12.5 Any costs incurred in relation to the operation of the employee's vehicle shall be borne by the employee, and the Company will not be responsible for any damage or loss to the employee's vehicle. The employee will be fully responsible for any traffic or parking infringement notices and the payment of tolls.

13. Hours of Work and Rostering Arrangements

13.1 General

It is the intention of this Clause to provide for the utmost flexibility for the Company to roster employees to meet the Company's requirements for employees to undertake work, whilst, at the same time, ensuring that employees receive proper remuneration reflecting the hours so worked by them.

13.2 Warehouse Employees - Hours of Work

13.2.1 Employees may be rostered to work on any one of the following arrangements:

- 13.2.1.1 Over any five days of the week, Monday to Saturday of up to a maximum of 10 hours per day and, pursuant to an arrangement of hours up to a maximum of 38 hours per week (exclusive of meal breaks) between the hours of 5.00am and 6.00pm. Employees shall work no more than 10 hours, nor fewer than 6 hours, on any one day.
- 13.2.1.2 Over any four days of the week, Monday to Saturday, each to a maximum of 10 hours per day, pursuant to an arrangement of hours up to a maximum of 38 hours in any one week (exclusive of meal breaks) between the hours of 5.00am and 8.00pm. Employees shall work not more than 10 hours, nor fewer than 6 hours on any one day.
- 13.2.1.3 An employee (including a part-time employee) whose ordinary hours of work include Saturday shall be paid a loading of 50% for all hours so worked on Saturday.
- 13.2.1.4 Employees may be engaged to perform a range of tasks designated for them on a rotating shift arrangement each providing for 12 hours of work, but to include ordinary time work on Saturdays and/or Sundays. For all ordinary hours worked

on Saturday, a loading of 50% will be paid for all hours so worked; for all hours worked on Sunday, a loading of 100% will be paid for all hours so worked.

13.3 Rostering:

13.3.1 Employees will be given seven (7) days notice of a rostered shift. Shifts will be rostered to meet the requirements of the Company.

13.3.2 In the implementation of working hours, the Company will use reasonable efforts to accommodate individual employee's needs, and wherever possible, hours will be rostered to allow for fair workloads for employees. Employees with particular rostering needs are encouraged to give as much notice as possible of such needs.

13.4 Where an employee works overtime to appoint where it becomes impossible for the employee to be allowed a ten hour break before the commencement of his/her next shift or on changeover of the employee's shift, the break allowed between the working of shifts may, subject to agreement being reached between the Company the employee, be of no less than eight (8) hours duration, except under exceptional circumstances.

13.5 Once determined and advised, days for which the starting or finishing time for an employee's roster may be varied by the Company by the giving of advice no later than the completion of the employee's shift immediately preceding the change. Circumstances in which this may be done include, but are not limited to, days when the Company receives advice from a client of a work requirement differing from what is normal or expected, involving a lesser or greater or simply changed requirement for employees to perform work, or to supplement positions to accommodate absences, including at alternate sites, or simply to adjust overall hours in an effort to achieve the maximum ordinary hours of work in each roster period.

13.6 Otherwise, an employee's shift arrangement may be changed in the giving by the Company of no less than one week's notice of the proposed change to the employee.

13.7 Conversely, the Company will give reasonable consideration to any employee's request for a change to rostered starting or finishing times. In the event of such change being agreed to by the Company and resulting in the employee working less than the hours for which he/she has been rostered, such differential hours shall be set aside and shall be worked by employee as ordinary time hours at a subsequent date.

13.8 The Company may require an employee to work hours for which the employee has been rostered at a work site other than that at which the employee is normally engaged.

13.9 Overtime

13.9.1 Otherwise, hours worked in excess of thirty eight (38) hours per week shall be paid at overtime rates, namely time and one half for the first two (2) hours of overtime on any one day, and double time thereafter, or at time and one half for all hours worked in excess of thirty eight (38) per week.

13.9.2 PROVIDED THAT in lieu of an employee being entitled to be paid for overtime, the Company may agree with an employee that hours of overtime which the employee has worked will be compensated by the granting to the employee time off equivalent to the hours of overtime worked PROVIDED ALSO THAT any such agreement for the taking of time off in lieu shall be agreed before the overtime is worked and no employee will be entitled to accrue in excess of 10 hours overtime credit.

13.9.3 Where directed, an employee shall work any reasonable overtime, subject to any personal circumstances which the employee may have. In this event, the Company shall give proper consideration to a request from an employee where it relates to a request by the Company for the employee to work overtime.

13.9.4 PROVIDED THAT no employee shall be directed to work overtime, the working of which would require the employee to work more than 12 hours on any one day.

14. Shift Work Provisions

- 14.1 An employee working on a shift over a 4 day roster which finishes after 8.00pm shall be paid a loading of 17.5% for all hours worked on the shift. An employee working on a shift over a 5 day roster which finishes after 6.00pm shall be paid a loading of 17.5% for all hours worked in the shift.
- 14.2 An employee rostered to work on a shift which finishes after midnight shall be paid a loading of 30% for all hours worked on the shift.
- 14.3 PROVIDED THAT in lieu of the shift loading provided herein an employee may be paid at overtime rates of pay for hours worked outside the span of ordinary hours.
- 14.4 The loadings provided herein shall be non-cumulative.

15. Annual Leave and Long Service Leave

- 15.1 Annual Leave and Long Service Leave, where entitled, shall be taken at a time mutually convenient to the Company and the Employer.
- 15.2 An employee's accrued entitlement to annual leave shall not be allowed to exceed 25 days at any one time.
- 15.3 The annual leave accrued for any full-time employee shall be 4 weeks per year payable at the ordinary rate of pay, and pro rata for part time and fixed term employees.
- 15.4 Partial Pay Out of Annual Leave

An employee may elect to be paid out for such proportion of his/her annual leave accrued entitlement which exceeds two weeks and which stands to the employee's credit as at 30 March or 30 September each year payable in April and October each year. Employees need to have completed 12 months service to be eligible for the partial pay out of annual leave.

- 15.5 Application for Leave

15.5.1 Employees seeking to take leave of any description (for sick leave see Clause 16) are required to make application for same on the appropriate form at least six (6) weeks in advance of the date on which leave is sought to commence where possible. No employee shall presume leave has been granted until confirmation is received, which shall usually be within two (2) weeks of the application being made.

15.5.2 In the event that an application for leave is not approved, the responsible manager shall advise the employee the reasons for the rejection and shall discuss and agree with the employee a possible alternative time for the leave to be taken.

- 15.6 Roster for Annual Leave

Employees will be required to notify their intentions for annual leave at least twelve months in advance at which time a roster for the taking of leave by employees in a Division will be drawn up in an attempt to ascertain staff levels which seek to accommodate individual requests, so far as practical.

16. Sick Leave

- 16.1 All employees, other than casual employees, shall accrue sick leave entitlements on the following basis:

Period of Service	Entitlement
After three months	5 days

After twelve months	8 days
Upon the completion of each further 12 month period.	8 days

- 16.2 Unused sick leave accrues from year to year.
- 16.3 Employees are required to notify their coordinator or supervisor of their inability to attend and the estimated duration of their absence prior to the commencement of their rostered shift. If the coordinator or supervisor is not available, the Department Manager must be notified.
- 16.4 Email or text message notifications will not be accepted.
- 16.5 Employees must provide a medical certificate for absences longer than one (1) day, for more than two (2) sick day absences in one year, for an absence immediately before or after a public holiday, or absences on a Monday or Friday or immediately proceeding or following a period of approved leave.
- 16.6 Where a medical certificate has been required but not produced by the employee, payment for sick leave will not be made.
- 16.7 The Company will generally not agree to the replacement for sick leave by Annual Leave. However, the South Pacific Manager, Logistics Management Services, may agree to an application by an employee on an extended period of sickness or injury-related leave to take annual leave over his/her incapacity, under such conditions as the Company may require.
- 16.8 Personal and Carer's Leave
- 16.8.1 An employee may use their sick leave entitlement for the purpose of caring for a Member of their family, or other approved person.
- 16.8.2 In this clause, a Member of the employee's family means a spouse or de facto spouse living with the employee on a bona fide domestic basis, a child or adult child, parent, grandparent, grandchild or sibling or a relative who lives in the same domestic household or other person accepted by Management for purposes of this Clause.
- 16.8.3 Carer's leave may be taken by the part-day.
- 16.8.4 Applications for Carer's Leave shall be accompanied by a Medical Certificate (or Statutory Declaration as relevant) supporting the grounds upon which the leave has been sought.

17. Other Leave

- 17.1 Leave without pay
- 17.1.1 The Company will consider a request by an employee to take leave without pay.
- 17.1.2 Only the Chief Executive Officer may approve a request for leave without pay.
- 17.2 Bereavement Leave
- 17.2.1 A permanent employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother.
- 17.2.2 A permanent employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

17.3 Jury Service

17.3.1 An employee required to attend for jury service during ordinary hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

17.3.2 An employee shall notify his immediate supervisor as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

17.4 Volunteer Emergency

17.4.1 Subject to remainder of this clause, an employee who is also a member of a recognised and accredited volunteer emergency service, or bush fire brigade shall, where called to attend an emergency situation during a period they would ordinarily be required to attend work, be entitled to take a leave of absence for the period of call out.

17.4.2 In order to become eligible to take such leave of absence, the employee must give to the Company details of the service in which they are enlisted, their post and the contact details of their commanding officer. An employee who is a commanding officer of a district operational unit shall provide the Company with the contact details of their immediate supervisor.

17.4.3 At the time of taking such leave of absence, the employee must state the nature of their leave of absence, including the location and purpose, as well as the expected duration and current contact details do the superior officer for the purpose of verification of such details.

17.4.4 The determination of the validity, or otherwise, of an employee's request to take such leave shall rest with the Company, who shall not unreasonably deny such a request.

17.5 Leave in advance

17.5.1 Ordinarily, the Company will not grant leave in advance.

17.5.2 Only the South Pacific Manager, Logistics Management Services, may approve a request for leave in advance.

17.6 Leave may be granted subject to such conditions as the Company may impose.

17.7 Leave Record Form

A leave record form for all leave including special leave must be completed by the employee for all absences, whether paid or not, and forwarded for approval by the employee's supervisor/manager.

17.8 Excessive Unscheduled Absences

17.8.1 Excessive unscheduled absences may be considered to be misconduct, and may lead to counselling and/or termination of employment.

17.8.2 "Excessive unscheduled absence" will be assessed on a case-by-case basis, but will generally be based on the principle that a pattern of one day or more days of unscheduled absence per month is considered excessive, as is a pattern of Monday or Friday absences, unless special circumstances apply.

18. Attendance Bonus

- 18.1 Employee attendance is an important productivity driver for the employer. As an incentive, the employer proposes to introduce an Attendance Bonus scheme to reward Employees who consistently attend for work.
- 18.2 The Attendance Bonus scheme is an annual bonus, with the first annual period to be calculated from the first day of the month following certification of this Agreement, and thereafter paid in the month of December on a pro-rata basis for the part of the year under review.
- 18.3 New employees shall not be eligible for the bonus until they have completed at least twelve (12) months service and there will be no pro rata calculation.
- 18.4 The Attendance Bonus scheme is based on an annually available lump sum of \$500, subject to payment of a bonus being available on a pro-rata basis, contingent upon attendance. These arrangements are shown in the following schedule.

Absenteeism	Bonus
Nil days off per annum	\$500.00
1 days off	\$450.00
2 days off	\$350.00
3 days off	\$200.00
4 or more days off per annum	\$0.00

- 18.5 PROVIDED THAT days absent for Annual Leave, Long Service Leave, Bereavement Leave, Emergency Services Leave or Jury Duty shall not constitute days off under the scheme.

19. SLA/Productivity Bonus

In addition to the respective rates of pay pertaining to the classifications in Clause 10, the Company will introduce a Productivity Bonus Scheme as follows:

- 19.1 The SLA/Productivity bonus will be paid to all employees on the satisfactory attainment of team productivity objectives.
- 19.2 These objectives will be determined by the setting of Key Performance Indicators relevant to each division.
- 19.3 Productivity will be assessed each four months, and the bonus paid during the second month following the assessment of the level of productivity attained.
- 19.4 The bonus payment will be limited to a total annual payment of \$630.00. The payment will not be calculated for all purposes of the Award or this Agreement.
- 19.5 If entitled, the bonus will be paid to employees on the following basis:

	Bonus payment
19.5.1 Achievement of one objective	\$35
19.5.2 Achievement of two objectives	\$105
19.5.3 Achievement of three objectives	\$210

- 19.6 If the event that no objectives are achieved, no bonus payment will be made for the period.
- 19.7 An employee whose individual performance is assessed as failing to meet performance expectations shall be counselled and be subjected to the procedures of the Company providing for performance warning and will not be entitled to payment of the bonus.

20. Theft of Company Or Clients Goods

- 20.1 The nature of the Company's operation is such it must view with extreme seriousness any occurrence of theft, or unauthorised removal of property from its premises, whether such property is property of the Company, its clients or otherwise.
- 20.2 Consequently, any proven theft or unauthorised removal of property from the Company's premises without permission, shall be deemed to be wilful misconduct, and the employee(s) involved shall be liable to instant dismissal.
- 20.3 Employees are not to remove from the Company premises any item or material not their immediate personal property, and any attempt to do so will be regarded as misconduct. The Company shall have a right to examine bags that employees bring on to the premises when they leave, provided that Company has a reasonable suspicion or apprehension that bags are being used to breach the provisions of this Clause.
- 20.4 The Company also views reckless and/or negligent damage to property to be a serious issue, and will not tolerate conduct which does, or is likely to, lead to damage to property.

21. Union Matters

21.1 Union Recognition and Membership

21.1.1 For the duration of this Agreement, the Company recognises that employees who are covered by this Agreement may request to be represented by the Union.

21.2 Delegates Rights & Responsibilities

21.2.1 The Company may, on the giving of no less than four weeks notice or such notice as, under particular circumstances is reasonable and acceptable to the company, and subject to staffing requirements, grant up to five (5) ordinary day's leave on full pay for one approved delegate per year for the purpose of attending approved and accredited dispute resolution training courses, conducted by registered training providers. Unused leave does not accrue from year to year.

21.3 Payroll Deductions

Upon receipt of a written direction of an employee, the Company shall make deductions for Union dues for employees and remit such payments to the Union at monthly intervals.

22. Provision for Non-Union Representatives

The training available for employees under this Agreement may also be utilised by the Company in order to train the representatives of the non-union parties to the Agreement on the same basis as provided above.

23. Occupational Health and Safety

- 23.1 The parties to this Agreement recognise the importance of occupational health and safety, and the parties agree to work together to ensure the safety of all people on the Company's premises.
- 23.2 To assist in this process, the Company has developed extensive occupational health and safety policies. A wilful, reckless or negligent breach of any of these policies is deemed serious misconduct.
- 23.3 Any wilful breach of any occupational health and safety requirement is considered to be a serious breach of Company policy and procedure and may lead to instant dismissal.

24. Abandonment of Employment

An employee who is absent from work for 3 consecutive working days without notifying the company and receiving consent, shall be deemed to have abandoned his/her employment without a intention to return, and the employee's employment will be terminated from the date of last attendance of work. PROVIDED THAT if the employee is able to satisfy the Company there is a reasonable excuse for the absence within 2 weeks of

notification of his/her termination by the Company, the Company may review the decision to terminate and restore the employment.

25. No Further Claims

- 25.1 The parties agree there shall be no further claims, whether regarding matters contained in this Agreement or otherwise, for the life of the Agreement.
- 25.2 The parties to this Agreement may meet to discuss any impact of variations in the Consumer Price Index which are substantially more than the annual variation in wages provided for in the Schedule at Clause 10.

26. Monitoring Committee

- 26.1 A monitoring committee comprising an equal number of employee and management representatives, with the Union having a right to attend in an ex officio capacity, shall be formed to:
 - (i) Ensure the correct application of this Agreement, particularly in the light of the provisions of the relevant Awards;
 - (ii) Identify further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.
- 26.2 In the event that a difficulty or disagreement arises over any matter being considered by the Committee, it may be referred and dealt with as a dispute pursuant to the dispute resolution procedure.
- 26.3 For purposes of advancing the interests of the parties, any issue of relevance to the operations of the Company, or of the employees, subject to a reasonable limit may be placed on the agenda for such consideration.

27. Signatories

Signed for and on behalf of DHL Logistics Management Services by its authorised representative:

.....

.....
(print name)

...../...../.....
(dated)

APPENDIX A

CRITICAL PRODUCT AGREEMENT

It is a term of this Certified Agreement, that for the period of this Agreement, the parties are committed to the avoidance of any interruption to the DHL Logistics Management Services operation. If, however there is a disruption to the operation, by reason of industrial action, then the following exemptions shall apply:

- 1. Any product of a medical nature, its recieval, storage or delivery shall not be affected by any form of industrial action.
- 2. Any product classed as Aircraft on Ground, (AoG), or Vehicle on Road, (VoR), Computers, or Computer Parts or goods required for production line processes shall be similarly treated.
- 3. Any live animals, seafood's, chilled or frozen product, either for recieval or dispatch, will be received, handled stored or dispatched as the case may be in accordance with normal working procedures.

SIGNED FOR AND ON BEHALF OF THE PARTIES HERETO ON THE

.....DAY OF MAY, 2005

Signed For And On Behalf Of Logistics Management Services (Nsw) A Division Of Dhl Danzas Air & Ocean (Australia) Pty Ltd (Abn 62 002 636 124) By Its Authorised Representative

.....
Signature of Authorised Representative

.....
Witness

Signed For And On Behalf Of The Transport Workers Union Of Australia NSW Branch

.....
Signature of Authorised Representative

.....
Witness

Signed For And On Behalf Of The Employees Of Logistics Management Services (NSW) By Their Appointed Representatives

Graham Harris

Reda El Chikrawe

Barry Hammond

Witnesses