

## **REGISTER OF CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA06/2

**TITLE: TNT Logistics (Australia) - TWU New South Wales  
(Contractors) Heads of Agreement**

**I.R.C. NO:** IRC5/2538

**DATE APPROVED/COMMENCEMENT:** 31 May 2005 / 1 January 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 3 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The contract agreement applies to all contract carriers employed by TNT Logistics (Australia) Pty Ltd, located at 1 Marple Avenue, Villawood NSW 2163, who fall within the coverage of the Transport Industry - General Carriers Contract Determination and the Transport Industry - Car Carriers (NSW) Contract Determination.

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

**TNT LOGISTICS (AUSTRALIA) – TWU NEW SOUTH WALES  
(Contractors) HEADS OF AGREEMENT 2005**

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## **PART A - FORMAL MATTERS & COMPANY OBLIGATIONS**

### **1. Title**

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

### **2. Parties**

The parties to this Agreement are:

- (i) TNT Logistics (Australia) Pty Limited (ABN 63 008 438 239)
- (ii) Transport Workers' Union of New South Wales

### **3. Operation**

#### **(i) Application of Agreement**

- (a) 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.
- (b) This Agreement rescinds and replaces the TNT Australia Pty Limited – TWU New South Wales (Contract Carriers) Amended Heads of Agreement 2003 -2004.
- (c) This Agreement is to be read in conjunction with the Determination and any contract agreements. Where there is an inconsistency between this Agreement and the Determination or contract agreements, this Agreement shall prevail, except as otherwise provided in this Agreement.

#### **(ii) Application of this Agreement to Depot Contractor Arrangements**

The Parties agree to document the current arrangements for Contract Carriers who are covered by this Agreement but not a contract agreement, provided that this Agreement will prevail over current arrangements to the extent of any inconsistency. The Parties further agree that, once documented, the current arrangements will form Annexure D of this Agreement.

#### **(iii) Negotiation of Future Agreement**

The parties agree to commence negotiations for a future agreement 1 October 2007.

#### 4. Definitions

(i) In this Agreement:

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

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

"Blue Card" means a proprietary system which recognises an Contract Carrier as being competent in occupational health and safety based on the training module TDTF1 97B – Follow OHS Procedures. Blue Card compels Contract Carriers 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 Logistics Australia Pty Limited ((ABN 63 008 438 239)

"Contract Agreement" means an agreement made pursuant to Chapter 6 - Part 3 of the Industrial Relations Act 1996 or the parts of the relevant predecessor industrial relations acts applying at that time

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

"Determination" means the Transport Industry - General Carriers Contract Determination or the Transport Industry Car Carriers Contract Determination, whichever is applicable.

"Fund" means the TWU Superannuation Fund

"Parties" means TNT Australia Pty Limited ((ABN 63 008 438 239) and the Transport Workers' Union of New South Wales

"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.

## **5. Obligations of the Company**

The Company shall ensure the following:

- (i) 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.
- (ii) That the Company, at its expense, will train its Contract Carriers 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 Contract Carriers who are to be covered by this Agreement with the prescribed Blue Card.
- (iii) That in accordance with the commitments contained in subclause (ii) of this clause, the operation of Blue Card shall not restrict access to the Company's sites and operations or interfere with an individual Contract Carrier's right of association.
- (iv) 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.

## **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 Determination or contract agreement where applicable to the Company's operations, or both shall apply.

### **7. Labour Component Adjustments**

- (i) The Company shall increase the existing labour component of the Contract Carriers contractual remuneration as shown below:
  - (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 increases referred to in sub-clause (i) of this clause shall apply, provided that any labour component variations to the Determination will be absorbed by the increases in labour components provided by this Agreement.

### **8. Vehicle Component Adjustments**

The Company will vary the vehicle component for Contract Carriers in accordance with current practice.

### **9. Deductions from Remuneration**

In accordance with current practice, the Company will facilitate Contract Carrier deductions as outlined below:

- (i) All non-statutory, agreed and duly authorised deductions from a Contract Carrier'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 Contract Carriers' TWU membership accounts, including, but not limited to, names, addresses, and phone numbers.
- (ii) Employees will not be charged an amount to facilitate any deduction apart from amounts agreed between the Company and the TWU concerning union membership fees.
- (iii) The Company will facilitate deductions for contributions from individual Contract Carriers 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.
- (iv) The Company shall maintain records of the following transactions:
  - (a) Deductions. Such deductions shall appear on the Contract Carrier's next pay advice; and
  - (b) Payments to recipient institutions. The Company shall provide the Contract Carrier with evidence that such a payment has been made upon the request of the Contract Carrier.

#### **10. Superannuation**

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

- (i) The Company shall provide its Contract Carriers 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.

#### **11. Dangerous Goods Allowance**

- (i) The Parties note that there is currently no Determination prescription for allowances relating to the transporting, by public road, of dangerous goods as defined in the Australian Dangerous Goods Code.
- (ii) Should the Determination 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 Determination, as it deals with work performed by the Company.

#### **12. Discretionary Leave**

- (i) The Company, at its discretion, provides leave to Contract Carriers to assist in situations declared by the state emergency services organisations. The Company will continue to support such leave subject to the approval of the relevant regional manager, consistent with current practice.
- (ii) Leave granted under this arrangement will have regard to pay supplementation by emergency services organisations and the Company will

ensure the Contract Carrier receives the labour and truck component for any time lost from work.

- (iii) The Company may request "proof of attendance" documentation as part of the discretionary leave approval process.
- (iv) The arrangements contained in sub-clauses (i), (ii) and (iii) of this clause shall apply to Contract Carriers wishing to donate blood.

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

- (i) The Parties agree 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 Contract Carriers.
- (ii) Contract Carriers will co-operate in the introduction and continuing use of technology which assist in improving and maximising the performance of the business, improves customer service, enhances monitoring and measurement of service quality.
- (iii) The Company may, at its own expense and using qualified technicians, supply and fit the Vehicle with technology and other equipment. Such technology and other equipment will remain the property of the Company.
- (iv) The Contract Carrier shall ensure that care is exercised in the use and security of the Company's technology and other equipment.
- (v) The Contract Carrier must immediately inform the Company if any of the Company's equipment requires servicing or repair, is lost or stolen.
- (vi) The Company will pay for the removal of the Company's equipment if the engagement of the Contract Carrier is terminated. The Company will make good any damage to the Vehicle caused by the installation or removal of such equipment.
- (vii) All labour component increases paid under this Agreement are in full satisfaction of any claims that may arise relating to the use of technology and/or operating procedures during the operation of this Agreement.
- (viii) 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 determination in relation to the introduction or use of any technology.
- (ix) The Company shall provide additional support to Contract Carriers who are experiencing problems with using the new technology. Where such support is given and the Contract Carrier's performance has not improved, the Company will discuss options for dealing with the situation with the TWU.
- (x) 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.
- (xi) 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.



- (xii) Introduction of new technology and operational procedures will not change the classification of Contract Carriers as a transport worker for the purposes of the Determination.
- (xiii) If a system or process is introduced leading to a reduction in productivity and a loss of income to the Contract Carriers, then the parties will meet to discuss how to address this loss.
- (xiv) 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 Contract Carriers, 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.
- (xv) 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**

### **14. TWU Recognition, Induction and TWU Delegates' Rights**

#### **A. TWU Recognition**

- (i) The Company recognises the TWU as being the sole union that shall represent Contract Carriers. This representation will extend to all terms and conditions of engagement of Contract Carriers employed by the Company, whether those terms and conditions are subject to this Agreement or not.
- (ii) All new Contract Carriers 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 Contract Carriers 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 Contract Carriers into the TWU. The recruitment may involve an induction which will be used to outline the value of TWU membership and to encourage the Contract Carriers 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 Contract Carriers receive no less than their usual or (where they have not yet commenced work) proposed rate of pay for the duration of the induction.
  - (e) That prior to the induction there shall, at the request of the TWU, be posted in a prominent position accessible to all Contract Carriers 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 Contract Carriers as soon as practicable and within the spirit of the letter contained in Appendix 1 to this Agreement.
  - (iii) The provisions of this clause also applies to outside hire (ie employees and contractors engaged by contractors and sub-contractors to the Company) and employees of labour hire companies. For employees of labour hire companies, the delegates are given the opportunity for the induction 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.

**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 Contract Carriers they represent.
- (iv) Have access to new Contract Carriers to explain the benefits of TWU membership.
- (v) Respect the right of association of an individual Contract Carrier.
- (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.
  - (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 comply with the Determination, contract agreement and this Agreement.
  - (b) Encourage members of the TWU comply with occupational health and safety rules at all times.
  - (c) Encourage members of the TWU 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.
  - e) Perform their organisational duties as required by the company.

**15. TWU Picnic Day**

- (i) Clause 28 - TWU Picnic Day - of Transport Industry (State) Award will be extended to Contract Carriers.
- (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.

**16. Settlement of Disputes**

- (i) The Parties agree that the following settlement of disputes procedure shall apply:
  - (a) The matter should first be discussed at the workplace level between the Contract Carrier and relevant management and where requested, a 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 (and 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 a Contract Carrier's rights regarding health and safety issues in accordance with the Act.
- (iv) The ultimate terms of settlement of the dispute will not be affected in any way nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- (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.
- (vii) The company, delegates and the union acknowledge that the company has not previously paid the delegate when they participate in industrial issues. In the spirit of promoting improved workplace relations, the company has decided to accept that the delegate will be paid the standing time rate when they are involved in site industrial issues, as part of the dispute settlement procedure. Further the company is willing to apply the same payment method, when the delegate is required to attend union endorsed meetings off-site. This concession is being provided by the company on the basis of improving the spirit of co-operation between the union, delegate, contract carriers and the company. To ensure that the delegate is paid in accordance with this sub-clause and the spirit of the company's offer, the delegate must advise the Branch Manager (or in their absence the Branch Operations Manager) of the requirement to be involved in industrial issues, prior to absenting themselves from their work requirements. This sub-clause will be reviewed 6 months from the commencement of this agreement, to ensure the spirit of the offer and the notification processes are operating correctly. The company will not accept misuse of this offer and will process the matter via the dispute settlement procedure if it is not being followed. Further where a request is made for a general yard meeting, the delegate is to advise the Branch Manager in advance of such meeting. The Branch Manager will then allocate a time for the meeting consistent with customer workflow requirements. The company will use its best endeavours to make the Contract Carriers available for such meeting.

## **PART D – SAFETY**

### **17. 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 carrier's 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 TWU 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.
- (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 – MAJOR CHANGE**

### **18. 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 Contract Carriers, the Company will consult the TWU and those Contract Carriers 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

Contract Carriers and any measures to avert or mitigate the effects of such changes on the Contract Carriers with the TWU.

- (iv) The Company will give consideration to matters raised by these Contract Carriers and/or the TWU in relation to the changes, prior to implementation of the changes.

## **PART F – TRAINING**

### **19. 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 Determination for the benefit of the Contract Carriers 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 Contract Carriers. As a minimum, such training will include:
  - (a) Induction, including site and job function.
  - (b) Occupational health and safety.
  - (c) Industrial rights and obligations, including the operations of this Agreement and the Determination.
  - (d) Legal compliance.
  - (e) Fatigue management.
- (iv) Where the Company requires particular training to be undertaken by Contract Carriers, 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 Contract Carriers 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 Contract Carriers.
  - (c) Train all TWU Delegates and Co-delegates to "Certificate 4 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 Contract Carriers that perform driving duties, scheduling and rostering with an opportunity and time to undertake driver fatigue management programs.

## **20. TWU Training Days**

- (i) The Company shall permit elected TWU Delegates and co-delegates to attend up to 10 union TWU Training Days per site, within each year of the operation of this Agreement. In addition, the parties agree to release delegates and co-delegates for TWU Training days in excess of the individual site allowance of 10 days per site in situations where the overall number of training days for all sites has not been exceeded.
- (ii) All payment to contract carriers for TWU Training days will be paid at the Contract Carrier's Standing Time rate.
- (iii) 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) Notice to attend 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 relevant regional or national manager.
  - (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.

## **21. 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 Agreement the Parties have obligations to take all



reasonable steps to ensure that the operation of the provisions of this Agreement 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 this Agreement 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 a Contract Carrier because the Contract Carrier 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 Determination 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.

## **22. 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 Contract Carriers. Such schemes shall only be implemented by mutual agreement.

## **23. Leave Reserved**

- (i) Should the TWU during the operation of this Agreement secure Determination 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 Determination 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 contract determination or order matter referred to above.

**24. Redundancy**

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

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

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

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

**PART H - EXECUTION**

**25. Signatories**

SIGNED by **TNT LOGISTICS AUSTRALIA PTY LIMITED** ABN 63 008 438 239 pursuant to section 127(1) of the Corporations Act 2001: )  
)  
)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Secretary

\_\_\_\_\_  
Name of Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Secretary

\_\_\_\_\_  
Name of Witness

Date:\_\_\_\_\_

Date:\_\_\_\_\_