

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/155

TITLE: TNT-TWU NSW Heads of Agreement 1999

I.R.C. NO: 99/6840

DATE APPROVED/COMMENCEMENT: Approved 23 March 2000 and commenced
1 January 2000

TERM: 30 June 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 July 2000

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all transport employees in NSW engaged pursuant to the
Transport Industry (State) Award

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



TNT-TWU NSW
Heads of Agreement
1999.



HEADS OF AGREEMENT

1. Title

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

2. Parties

The parties to this Agreement shall be;

- (i) TNT Australia Pty Ltd in relation to its operations carried on in New South Wales for the following business units:
 - (a) TNT Express
 - (b) TNT Communication Logistics
 - (c) TNT Domestic & International Express; and
 - (d) Riteway Express, but only in relation to Employees
- (ii) The Transport Workers Union, New South Wales Branch

3. Definitions

In this Agreement, unless the context otherwise requires;

"Award" shall mean the Transport Industry (State) Award, as varied from time to time.

"Company" means TNT Australia Pty Ltd in relation to its operations carried on in the business units of TNT Express, TNT Communication Logistics, TNT Domestic & International Express and Riteway Express

"Enterprise Agreement" means site based agreements agreed between the TWU and the Company.

"Enterprise Award" shall mean site based Awards agreed between the TWU and the Company.

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

"Employee" means a person employed by the Company under the terms of the Award or Enterprise Award, to whom this Agreement applies.

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



4. Objectives

The objectives of this Agreement are to:

- (i) enhance the productivity and efficiency of the Company's operations;
- (ii) train Employees in their rights and obligations, occupational health and safety and vocational skills;
- (iii) promote job security for Employees by working together to achieve a successful and competitive business that seeks to provide opportunities to access more varied, fulfilling and better paid jobs; and
- (iv) provide Employees with access to a just measure of fair wages and protection of their entitlements.

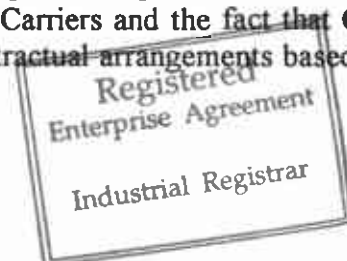
5. Commitments

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

- (i) 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 labour hire employees to supplement the full-time workforce;
- (ii) positively support the making of an Enterprise Award or Enterprise Agreement under the Industrial Relations Act 1996 (NSW) applying to Employees who perform work in each business;
- (iii) register this Heads of Agreement and enter into Enterprise Agreements and/or Enterprise Awards that will be registered in the Industrial Relations Commission of New South Wales, consistent with the terms of this Heads of Agreement and other site based Awards and agreements. In the case of TNT Communication Logistics, the Agreement will also be Federally registered;
- (iv) the training of employees in occupational health and safety and other relevant training relevant to the nature of the operations carried on by the Company;
- (v) the creation of a positive and harmonious working environment; and
- (vi) assist the Company creating profitable businesses which support the provision of job security.

6. Contract Carriers

- (i) Contract Carriers shall not be the subject of this Agreement or any of its terms except this Clause 6. The parties to this Agreement recognise the provisions of the NSW Industrial Relations Act 1996 relating to Contract Carriers and the fact that Contract Carriers engaged by the Company have varied contractual arrangements based on site and operational needs.



- (ii) TWU and the Company agree to negotiate a separate Heads of Agreement dealing with Contract Carrier specific issues in TNT Express and TNT Domestic & International Express.
- (iii) Where the TWU identifies that there are any issues of a legal compliance matter which have not been adequately addressed by companies which provide external linehaul or PUD contractors to the Company, then the Company undertakes to work cooperatively with the TWU in addressing those matters with the Company who provides the contractors recognising that the Transport Industry (State) Award or relevant TWU agreement provides an appropriate safety net for such arrangements.
- (iv) The Company will work with its contract carrier and taxi truck operators on issues arising under the GST legislative changes and will provide information and briefing sessions.

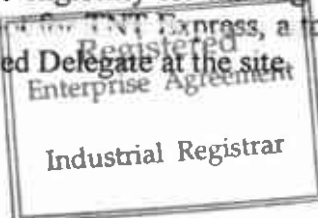
7. Training

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

TNT Express	50 days
TNT Domestic & International Express	40 days
TNT Communication Logistics	10 days
Riteway Express	20 days

in each full year of the life of this Heads of Agreement. The TWU agrees to consult with the Company and reach agreement on the dates on which such training will be held and the details of the training.

In the first three months in their role as Delegate, the eligibility for training will only be the 3 day Delegate program. In each regional depot for TNT Express, a total of 10 days per annum training will be available for an elected Delegate at the site.



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

8. Measures to Increase Efficiency

- (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 Employees.

9. Conditions of Employment

- (i) In relation to any matter in respect of which this Agreement does not make any provision, the terms of the Award, Enterprise Award and or previous Agreements shall apply, except in relation to TNT Domestic and International Express where this Heads of Agreement and the appended documents will apply together with any Enterprise Agreement subsequently entered into consistent with this Heads of Agreement.
- (ii) All pre-existing Enterprise Agreements/Enterprise Awards between the Company and the TWU will continue in force as part of this Agreement for TNT Express and TNT Communication Logistics.
- (iii) Where there is an inconsistency between a pre-existing Enterprise Agreement/Enterprise Award and this Agreement then this Agreement will apply in relation to TNT Express and TNT Communication Logistics. In relation to TNT Domestic & International Express, sub-clause 9(i) will apply.

10. Labour Hire Arrangements

- (i) The Company will continue to utilise a flexible approach to employee staffing requirements including some labour being provided through labour hire companies.
- (ii) Where it is decided by the Company to use labour hire companies other than those currently being used as preferred suppliers for employee staffing then there will be consultation and agreement with the TWU.
- (iii) The Company will insist on labour hire companies paying the rates contained within this Agreement.

11. Rates of Remuneration for Employees



- (i) The Company agrees to increase the base rates of pay of its employee wages on the rates payable in the Enterprise Agreement/Enterprise Award currently applicable at each individual site covered by this Agreement to the rates provided in Attachment 1.
- (ii) It is recognised by the TWU that in relation to TNT Communication Logistics, the timetable of wage increases will vary to better match the conditions of relevant contracts and the expiry date of contracts which are put in place from time to time.
- (iii) Any state wage case or other award variations will be absorbed by the increases in wages provided by this Agreement.
- (iv) The Company agrees to cooperate with the TWU and employees to facilitate deductions to various bodies from employee wages where the individual employee provides deduction authority to the Company providing authority to fully deduct any amount required to meet the obligations of the individual to the body in favour of whom the deduction authority is provided.
- (v) The TWU agrees on behalf of itself, its officers and members, that it will not make or pursue any extra claims before 30 June 2002.
- (vi) Should payments in the nature of Income Protection/Insurance become payable at any time by the Company through any Award, legislation, superannuation payment or industry standard, then such payment would be made by deducting the required amount from the individual employees earnings and not via a Company contribution. However, should the Award, legislation, superannuation or Industry Standard contribution exceed 1.48% of the individual employees total income then the Company would be responsible for the top-up payment over 1.48% in accordance with the Award, legislation, superannuation or Industry Standard.
- (vii) The wage increases in Attachment 1 do not include allowances. Allowances as prescribed by the Award shall be paid to Employees consistent with the amounts provided in the Award.

12. Settlement of Disputes

- (i) The parties have agreed that the following settlement of disputes procedure shall apply:
 - (a) The matter should first be discussed at the workplace level between the Employee and relevant management and where requested, a Delegate;
 - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official Delegate and management;
 - (c) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company. At each discussion, other Company and TWU representatives may be in attendance as required.
 - (d) If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of NSW which shall conciliate the matter.

Registered Enterprise Agreement Industrial Registrar
--

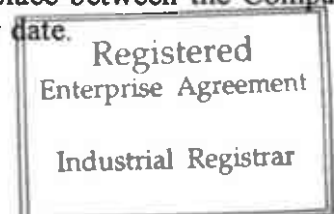
- (e) The Industrial Relations Commission of NSW may make a determination, which is binding on the parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement.
- (ii) The above steps do not preclude reference of a dispute to the Industrial Relations Commission of NSW at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission will retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the parties attempt to resolve the matter work will continue as directed by the employer, subject to an Employee's rights regarding health and safety issues according to the Industrial Relations 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 Industrial Relations Commission of NSW will be accepted and adhered to by all the parties subject to their appeal rights under the Act. Where yard meetings are held, Company representatives will be given the opportunity to address the yard and propose solutions to any matter in dispute.
- (vi) The TWU commits that it will not undertake industrial action while this dispute resolution process is being followed.
- (vii) Notwithstanding the contents of this clause, it has always been the policy of the Company and of the TWU to ensure the supply of blood, any agreed emergency and medical supplies in all businesses. Additionally, in relation to TNT Domestic & International Express, this also includes financial institution documents/bags throughout the process. The commitments are reconfirmed by the parties to this Agreement.

13. Superannuation

The Company agrees to make contributions with respect to all its Employees to the TWU Superannuation Fund. The Company will continue to make contributions to that fund subject to any rights an individual may have under legislation.

14. Operation of Agreement

- (i) This Agreement comes into effect in 1 January 2000 and shall remain in force until 30 June 2002 in the case of TNT Express and TNT Domestic & International Express, and 30 April 2003 in the case of TNT Communication Logistics. Provided that any Enterprise Agreement or Enterprise Award currently in place between the Company and the TWU shall remain in force until its nominal expiry date.



- (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 Heads of Agreement, then any such wage increase will not become due or payable before 1 January 2003.

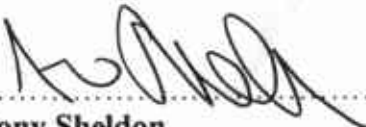
15. Transport Industry Training Education & Industrial Rights Council

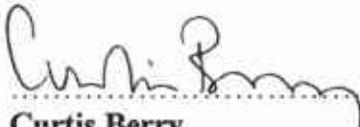
The TWU and TNT Australia agree to examine TNT's contribution to the funding of a Transport Industry Training and Industrial Rights Council. Any funding to be provided by TNT Australia will be subject to agreement between the State Secretary and the Director of Human Resources of TNT Australia.

16. Site Agreements

- (i) The Company, the TWU and Employees commit to use a site based consultative mechanism to identify and implement workplace efficiencies within site Awards/Agreements.
- (ii) An Enterprise Agreement/Enterprise Award referred to in sub-clause (i) must be approved by the majority of employees covered by the Agreement/enterprise award on the site.
- (iii) Where an Enterprise Agreement/Enterprise Award referred to in sub-clause (i) is made it will be filed with the Industrial Relations Commission of NSW and will be operative once it is certified.

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


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


 Curtis Berry
 Director, Human Resources
 TNT Australia Pty Limited

DATE:

30 November 1999

Registered
 Enterprise Agreement
 Industrial Registrar

TABLE A

Employees engaged pursuant to the Transport Industry (State) Award

Grade	1 March 2000	31 March 2001	31 March 2002
1	510.02	527.26	544.51
2	527.83	545.68	563.53
3	540.19	558.45	576.72
4	550.94	569.57	588.20
5	578.65	598.21	617.78
6	585.58	605.38	625.19
7	606.74	627.25	647.77
8	649.77	671.75	693.72

TABLE B

Employees engaged pursuant to the Comet Sydney Sortation Award

Grade	1 March 2000	31 March 2001	31 March 2002
1	561.47	580.45	599.44
2	630.63	651.96	673.29

TABLE C – TNT COMMUNICATION LOGISTICS

The parties acknowledge that in the case of TNT Communication Logistics, it is necessary to keep the wage rates confidential for bidding purposes. The following table will not form part of the public record but will form part of this Agreement.

Level	1 May 2000	31 March 2001	31 March 2002
1	527.54	545.38	563.22
2	539.85	558.10	576.35
3	550.62	569.24	587.86
4	578.30	597.85	617.40
TL	585.39	605.18	624.97

