

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/155

TITLE: DHL International (Aust) Pty Limited ELC Sydney
Enterprise Bargaining Agreement 2003

I.R.C. NO: IRC3/2989

DATE APPROVED/COMMENCEMENT: 10 July 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employess of the company performing the role of Export Logistics Centre Agent who also falls within the coverage of the Transort Industry (State) Award

PARTIES: DHL Worldwide Express -&- the Transport Workers' Union of New South Wales

DHL INTERNATIONAL (AUST.) PTY LIMITED

Enterprise Agreement

ELC SYDNEY

2003

1. Title

This agreement is called DHL International (Aust.) Pty Limited ELC Sydney Enterprise Bargaining Agreement 2003.

2. Parties

(a) The parties to this agreement are:

DHL International (Aust.) Pty Limited ("DHL") and:

Each of the Employees listed in Clause 29 of this agreement, regardless of union membership

Transport Workers Union of Australia (NSW Branch)

Arrangement

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4. Job Classification

- (a) This agreement shall cover individuals performing the role of ELC Agent, which includes the following duties:

Level 1

Entry Level.

Level 2

In addition to duties specified in position description.

Licensed operator of materials handling equipment.

Responsible for the direction of work and supervision of others.

Ability to perform multiple activities.

Assists in the provision of on the job training.

Ability to be "on call" for after hours work.

Level 3

Team Leader

- (b) The ratio of Level 1 employees to Level 2 employees shall be no less than 3 Level 1 employees to 1 Level 2 employee. In addition, requirement for appointment of a Level 2 employee will be determined by the Manager, in consultation with the Consultative Committee.

5. Purpose

The purpose of this agreement is to:

- (a) Enhance the productivity and efficiency of the employer's operations; and
- (b) Provide you with access to a more varied and fulfilling job.

6. Consultative Committee

- (a) There shall be a Consultative Committee of an equal number of nominees from both DHL and the ELC group of employees.
- (b) The Consultative Committee shall review the working of this Agreement and any problems associated with it in an effort to minimise or eliminate any issues.
- (c) Meetings will be held as necessary during the life of this agreement, at the request of any member of the committee.

7. Job Status

Your employment shall be on the following basis:

(a) Full Time

A full time employee shall be employed on a minimum of 38 hours per week worked over any days Monday to Sunday.

The employee must have two consecutive days off (unless they are worked as overtime).

Employees working ordinary hours on a Saturday shall be paid an additional 50% for the ordinary hours worked on that day.

Employees working ordinary hours on a Sunday shall be paid an additional 100% for the ordinary hours worked on that day.

(b) Part Time

A part-time employee shall be employed for less than 38 hours per week, worked over any days Monday to Sunday. A part-time employee shall not be employed for less than 4 hours per shift, or 4 hours per week. Annual leave, sick leave, and long service leave accrue on the contracted hours per week.

Employees working ordinary hours on a Saturday shall be paid an additional 50% for the ordinary hours worked on that day.

Employees working ordinary hours on a Sunday shall be paid an additional 100% for the ordinary hours worked on that day.

(c) Casual

A casual employee is one who works on an "on call" basis. A casual employee shall be paid on a shift to shift basis and not provided with any guaranteed continuity of employment. Casual employees receive a casual "loading" of 15%, plus 1/12 holiday loading in addition to their ordinary hourly rate at the appropriate level of pay (refer clause 11) and they do not accrue annual leave or sick leave entitlements.

8. Probationary Period

- (a) As a new employee, you will initially be employed for a probationary period of three months. During this period, if you fail to meet DHL's service and performance standards or the requirements outlined in the position description, you may not be confirmed as a permanent employee.
- (b) Similarly, either party is able to terminate this contract providing one weeks period of notice or payment or forfeiture in lieu of notice during the first 3 months of probationary employment.
- (c) For the purposes of existing staff currently in a position as outlined in Clause 3 (Job Classification), this clause will not apply.

9. Hours

- (a) Ordinary hours shall be 38 hours work between 05.00 and 18.00 hours Monday to Sunday. Each ordinary hours shift will not exceed 8 hours in duration (excluding meal breaks).
- (b) Where DHL desires to vary or change your regular starting times, one (1) week's notice of such variation shall be given by DHL. Regular starting and finishing times may vary by day of the week.
- (c) "Afternoon Shift" shall mean a shift which commences after 10.00 am and at or before 4.00 p.m.

Shift Work - Allowances - Afternoon Shift 17.5%

10. Overtime and Penalties

- (a) For full-time employees all hours worked in excess of the normal hours shall be paid at time and a half for the first two hours and double time thereafter.
- (b) For any hours worked on Saturday the rate of pay will be time and a half for the first two hours and double time thereafter. A minimum of four hours applies.
- (c) For any hours worked on Sunday the rate of pay will be double time. A minimum of four hours applies.
- (d) In the calculations of overtime, portions of hours shall be taken to the nearest one tenth of an hour.

11. Public Holidays

- (a) For any hours worked on Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the days pay to which the employee is entitled. A minimum of four hours applies.
- (b) Any other days prescribed in clause 10 c) shall be paid at the rate of time and one half for the actual time worked in addition to the days pay to which the employee is entitled. A minimum of four hours applies.
- (c) The following days are Public Holidays for the application of Clause 9: New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen’s Birthday, Labour Day and Show Day where it is a gazetted public holiday.

12. Wage Rates

	On approval	12 months after date of approval
Level 1 ELC / SPC Operations Agent SYD	\$ 580.00	\$595.00
Level 2 ELC / SPC Operations Agent SYD	\$600.00	\$615.00
Level 3 Team Leader	\$630.00	\$645.00

13. Call Out Allowance and Rates of Pay

- (a) Within ELC business group, from time to time, you may be required to attend work after hours to service a customer.
- (b) For the period you are required to be on stand-by for a call out, you will be paid an on call Allowance of \$100 gross per week. If you are on call for only part of the week you will be paid a pro rata amount.
- (c) In the event of a call out Monday to Saturday, you will be paid a minimum of four hours for the first call out, at the rate of time and a half for the first two hours and double time thereafter. For each subsequent call out you will be paid a minimum of three hours at the rate of time and a half for the three hours and anytime there after.
- (d) In the event of a call out on a Sunday or Public holiday, you will be paid a minimum of four hours for the first call out, at the rate of double time for the four hours and anytime there after. For each subsequent call out, you will be paid a minimum of three hours at double time for the three hours and any time there after.

- (e) You are not required to work the full minimum hours if the work required is completed within a shorter period.

14. Meal Entitlements

- (a) Meal Breaks (unpaid)

You are entitled to a standard break of not less than 30 minutes and not more than one (1) hour. The duration of this break shall be at the discretion of DHL, but will commence no later than 5 hours after commencing work. 3 days per week will have a 30 minute meal break and 2 days per week will have one (1) hour meal break. Meal break times and days to be advised to employee by DHL.

- (b) Meal Allowance

A meal allowance of \$10.00 shall apply when you work more than two hours overtime after the normal finishing time or beyond 6.00pm, on any day Monday to Sunday.

15. Payment of Wages

- (a) Your wages shall be paid by Electronic Funds Transfer (EFT) into account(s) nominated by you.
- (b) Pay frequency shall be weekly. If pay frequency changes to fortnightly, at least one month's notice shall be supplied.

16. Security of Employment

- (a) With the acceptance and implementation of this Agreement, it is agreed that there will be no enforced redundancies as a result of any improved working practices resulting from the agreement process.
- (b) In the event of measurable and serious downturns in the market place which may impact on labour requirements, DHL will consult with the employees affected. DHL reserves the right to apply management strategies as it is considered appropriate, which as a last resort may include redundancies.
- (c) If, after extensive investigations, including alternative job offers, the parties conclude that retrenchment is the only option, then DHL will begin negotiation with the Union on a redundancy package for the affected employees.

17. Agreement to be Available

- (a) Copies of this Agreement shall be available to all parties covered by the Agreement.

18. Grievance Procedure

In relation to any matter ("the matter") that may be in dispute between the parties to this EBA, the parties:

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:

you and your supervisor meeting and conferring on the matter; and

if the matter is not resolved at such a meeting, the parties will arrange further discussions involving more senior levels of management (as appropriate); and

- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and

- (c) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- (d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- (e) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process; and
- (f) agree that during the time when the parties attempt to resolve the matter:
 - the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
 - the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and
- (g) If after all attempts at mediation/conciliation have failed, the parties will then take the grievance to the NSW Industrial Relations Commission for mediation/conciliation.

19. Anti Discrimination

The parties to this agree that:

- (a) it is their intention to achieve the principal object in paragraph 3 (i) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this EBA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - where an EBA is approved before 23 June 2000, the payment of junior rates of pay; or
 - any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (i) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (ii) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

20. Leave [for Full Time/Part Time Employees Only]

(a) Annual Leave

You will be entitled to take 4 weeks annual leave after completing each 12 months' continuous service. Annual leave is cumulative from year to year.

You are entitled to a loading of 25% of your ordinary rate of pay for all annual leave taken.

Annual leave is to be taken on mutual agreement between you and your Supervisor / Manager having consideration for operational requirements.

(b) Long Service Leave

Period of Service Required for Long Service Leave

QUALIFYING PERIOD IN YEARS:	PERIOD OF LEAVE:
15	13 weeks
10	8.6667 weeks

Long service leave may be taken at or after ten years service for permanent full-time employees. The entitlement shall be equal to 8.67 weeks with the balance (4.33 weeks) to be taken after 15 years permanent full-time service.

DHL should give you notice of the date from which leave is to be taken (see table below). DHL and you can agree to the granting or taking of long service leave on less than 60 days notice.

ADVANCE NOTICE FROM EMPLOYER	LENGTH OF NOTICE
Yes	3 months

If you cease employment with DHL and is re-employed within the specified period (outlined in the table below) their service is considered to be continuous. Please note that the employee must work additional time (eg the 1 month) to make up for the "break".

MAXIMUM "BREAK" PERMITTED	CONTINUITY PRESERVED
3 months	Yes

If you transfer interstate you are subject to the laws in the state in which you have served the majority of your service.

Pro rata Long Service Leave Payment for service between 5 and 10 years will be made in the following conditions:

Illness or incapacity

Domestic or other pressing necessity

Death of employee

(c) Carers Leave

Family/ Carers leave is leave granted to you to take care of a member of the your immediate family (Spouse, Defacto, Child/ren, Mother, Father, grandmother, grandfather, same sex partner) or household member who is ill and for whom you are responsible for caring. You may take the leave as a substitute for part of your sick leave.

The amount of family/ carers leave allowed is dependent upon the amount of sick leave you have accumulated and up to a maximum of 38 hours per annum.

In the case of absence from the workplace for Carers Leave, you shall notify a supervisor by telephone prior to the commencement of your shift. If your immediate supervisor is not contactable / available you are to notify your Manager. If the Manager is not contactable / available you are to notify the National Manager.

You shall inform your supervisor of the estimated duration of absence from the workplace.

(d) Parental Leave

Employees will be entitled to a minimum of six weeks and a maximum of 52 weeks unpaid parental leave in accordance with DHL policy and the Workplace Relations Act 1996.

Employees will also be entitled to Adoption Leave as per DHL policy and in accordance with the Workplace Relations Regulations 1996.

(e) Jury Service

Jury service relates to service on a jury or being called to court to serve on a jury.

All permanent employees are entitled to jury service leave.

As soon as you know of your call for jury service you must notify DHL Supervision. You are required to give DHL proof of your attendance at court. The amount paid to the juror by the Court must be declared to DHL so that payment can be deducted from your subsequent pay.

(f) Bereavement Leave

Bereavement/Compassionate leave is leave granted on grounds of compassion. This extends to serious illness of a near relative or the death of a near relative. The entitlement to Bereavement leave is subject to the production of evidence to the reasonable satisfaction of DHL.

The following is applicable to all permanent employees covered by this agreement:

Domestic - Maximum of 2 days leave without loss of pay on the death of a member of your immediate family member (Spouse, Defacto, Child/ren, Mother, Father, grandmother, grandfather, same sex partner) or a member of your household.

International - On the death of an immediate family member (Spouse, Defacto, Child/ren, Mother, Father, grandmother, grandfather, same sex partner) outside of Australia DHL has a policy of allowing employees to take a maximum of 5 days leave without loss of pay.

21. Sick Leave

- (a) When working as a full time employee, sick leave shall accrue at 38 hours, ordinary pay, after three months service for the first year.
- (b) During any subsequent year of service the maximum sick leave allowance shall be 60.8 hours ordinary pay, plus leave accumulated from previous years.
- (c) In the case of absence from the workplace due to personal ill health you shall notify a supervisor by telephone prior to the commencement of your shift. If your immediate supervisor is not contactable / available you are to notify your Manager. If the Manager is not contactable / available you are to notify the National Manager.

- (d) You shall inform your supervisor of the estimated duration of absence from the workplace and the nature of your illness or injury.
- (e) Two days or more off work due to sick leave requires a medical certificate provided by the employee. In addition to this, an employee must provide a doctor's certificate to his or her immediate supervisor in respect of all absences beyond 8 days per annum.
- (f) A Doctor's Certificate must be obtained if you are ill and away from work, either the day before or after a Public Holiday. If these requirements are not complied with, then the employee is not entitled to the payment of sick leave and the payment of the public holiday.
- (g) You shall not be entitled to sick leave on full pay for any period where you are receiving workers compensation. If your sick leave entitlement (as stated in this clause) is not taken in a year it shall accumulate from year to year.
- (h) If you are employed on part time basis your sick leave entitlements shall accrue on a pro-rata basis to the full time entitlement.

22. Training

(a) Company Initiated Training

All new employees will be given three (3) days training on commencement of employment, which may consist in all or part accompanying an experienced driver or operator of company equipment in an on the job familiarisation. This will take place as soon as possible after commencement.

As part of DHL's commitment to adopting and implementing quality assurance as its way of providing quality services to our customers, employees will receive training in quality assurance principles and practice.

In carrying out duties, you shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task are maintained.

DHL will pay all costs associated with training whether it is formal, internal, external or on the job.

(b) Employee Initiated Training

If you are planning to undertake further training you should discuss the matter with your manager.

DHL will consider reimbursing part or all of the cost associated with the training provided that the training has relevance to DHL's current or future needs.

Where DHL agrees to reimburse part or all of the cost associated with the training you will be notified in writing.

Reimbursement for approved training will be made at the successful completion of each stage of the course.

Employees will be required to submit a claim for payment accompanied by receipts.

Employee initiated training includes any external educational studies.

(c) Utilisation of Skills

You shall be employed to carry out such duties and use such equipment as may be directed by DHL from time to time subjects to the limits of their skills, competence and training.

You may be asked to perform a wider range of functions and duties including work which is incidental or peripheral to their main task or functions.

You shall perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel.

23. Period of Notice

- (a) Notwithstanding Clause 5 (Probationary Period) you may terminate your employment by giving DHL one weeks' notice in writing.
- (b) DHL may terminate your employment by giving you the following notice, or payment in lieu:

Employees' period of continuous service with the Employer	Period of notice (if 45 or younger)	Period of notice (if over 45)
Not more than 1 year	At least 1 week	At least 1 week
More than 1 year but not more than 2 years	At least 2 weeks	At least 2 weeks
More than 2 years but not more than 3 years	At least 2 weeks	At least 3 weeks
More than 3 years but not more than 5 years	At least 3 weeks	At least 4 weeks
More than 5 years	At least 4 weeks	At least 5 weeks

- (c) Notwithstanding the above, DHL may terminate your employment without notice or payment in lieu for serious misconduct in accordance with the Workplace Relations Act 1996 (Cth), Serious misconduct includes (but is not limited to) theft, dishonesty, fraud against DHL, wilful damage to the property of DHL or another employee, threatened or actual assault upon any person at about or connected to the workplace, or a refusal to comply with a lawful and reasonable direction of DHL.
- (d) Your right to seek a remedy in respect of the termination of your employment, whether on account of performance related reasons, misconduct or redundancy, will be as provided in the Workplace Relations Act 1996 (Cth).
- (e) The process for termination is contained within the DHL Guidelines for disciplinary procedures, which may vary from time to time to reflect current legislation and practice.

24: Superannuation

- (a) The company will comply with its legal obligations in relation to superannuation payments. Superannuation shall be reviewed by DHL in accordance with proposed changes to Federal Legislation regarding "Choice of Funds". In the event the "Choice of Funds" legislation is enacted during the life of this EBA, you will have the option to transfer superannuation funds to a preferred supplier of your choice.

25: Workers Compensation

- (a) As per State Legislation.

26: Accident Pay

- (a) When determining the number of weeks that make-up pay will apply for any single injury, accident or work-related illness whether continuous or not, the maximum will be 26 (twenty six) weeks.

27: Minimum Standards

- (a) It is a term of this Agreement that, while this Agreement remains in force, employees covered by the terms of this Agreement and future employees covered by this Agreement, will continue to enjoy

conditions of employment and rates of pay no less favourable than the Transport Industry (State) Award as at 1/12/02 and this agreement.

28. Duration of Agreement

- (a) This agreement will commence on the date of approval by the Industrial Relations Commission of New South Wales and will apply for a period of two (2) years (the nominal term), and after this period, until terminated in accordance with Part 2 of Chapter 2 of the Industrial Relations Act 1996.

29: Signatories

This agreement is made at Sydney on this the (date)

SIGNED for and on behalf of
DHL INTERNATIONAL (AUST) PTY LIMITED

Witness Representative

Name (please print) Name (please print)

SIGNED for and on behalf of
TRANSPORT WORKERS UNION OF AUSTRALIA (NSW Branch)

Witness Tony Sheldon
State Secretary

Name (please print)

Witness Peter Brighton
Employee Representative

Name (please print)