

ENTERPRISE AGREEMENT

NO: E.A. 353 /1996

DATE REGISTERED: 31-12-96

PRICE: \$ 34.00

TNT LOGISTICS, A DIVISION OF TNT AUSTRALIA PTY LTD
(ACN 000 495 269)

THE TNT PLANTFAST EMPLOYEES



ENTERPRISE AGREEMENT

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ENTERPRISE AGREEMENT dated the _____ day of _____, 1996.

**TNT LOGISTICS, A DIVISION OF TNT AUSTRALIA PTY LIMITED (ACN 000 495 269) of
THE TNT PLANTFAST EMPLOYEES**

It is agreed as follows:

1. TITLE

This Agreement shall be known as the TNT Logistics (Plantfast) Enterprise Agreement 1996.

2. DEFINITIONS AND INTERPRETATION

Act means The Industrial Relations Act 1991 as amended.

Award means the Transport Industry Interim (State) Award or the Transport Industry Wages (State) Award, whichever is applicable.

Business means the of transporting and distributing products carried on by the Company from its premises at Annangrove Road, Rouse Hill, New South Wales.

Commission means The Industrial Relations Commission of New South Wales.

Company means TNT Logistics, a Division of TNT Australia Pty Limited (ACN 000 495 269).

Employees means employees of TNT Australia who are covered by the Award and who are employed in the Business.

A reference in this Agreement to the masculine gender shall include the feminine.

3. APPLICATION OF AGREEMENT

This Agreement shall bind the Company, and Employees engaged in the Business to perform work within the scope of the Award.

The Agreement applies to the Company operations based on its premises at Annangrove Road Rouse Hill, NSW., and known as TNT Plantfast.

4. DURATION

This Agreement shall operate from the date of its registration for a period of twelve (12) months.

5. AGREEMENT FREELY REACHED

The Agreement was freely entered into by the Parties and does not result from any duress.

6. RELATIONSHIP TO THE AWARD

Except as provided by this Agreement, the conditions of employment of Employees shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award, this Agreement shall prevail.

7. WAGE INCREASE - NO EXTRA CLAIMS

A wage increase of 15% of the relevant Award rate applying at 6 February 1995 (including the 6% increase already paid) shall be payable to each Employee who works in accordance with this Agreement from the date on which this Agreement is registered. The new wage rates that shall apply under this Agreement are included in Attachment A.

Any State Wage Case or other Award variations will be absorbed in the increases provided by this Agreement including those contained within the December 1994 State Wage Case Decision of the Commission.

8. NO DISADVANTAGE

No Employee shall receive, in respect of ordinary hours of work, wage rates less than that provided by the Award for the appropriate classification.

9. PROBATIONARY EMPLOYMENT

All new Employees shall be employed on a probationary basis for a period of four (4) weeks.

During the probationary period the Company shall assess the Employee's performance and where performance is unsatisfactory the Employee shall be counselled and given an opportunity to improve.

During the probationary period employment may be terminated by either party upon the giving of one (1) hour's notice.

10. HOURS OF WORK

The Company, upon giving the Employee concerned 12 hours notice, may vary the starting time of an Employee by one hour either side of his normal starting time.

The Employee shall perform his ordinary hours of work from the varied starting time.

The ordinary span of hours in which an employee may complete their thirty eight (38) hour week will be from 5 am to 9 pm Monday to Saturday. All other hours commencing or completing outside of the span prescribed above will be paid as per the Award.

11. WEEK-END WORK

When an employee's ordinary hours of work (that is, 38 hours per week) normally include a Saturday, the employee will be paid an additional 6 per cent for all ordinary hours worked in a week when a Saturday is worked. The employee will also be paid at the rate of time and one half for all work performed on a Saturday. Such an employee will also receive an additional 1 week of annual leave each year.

Despite the above provisions, all hours worked on a Saturday which are in excess of 38 hours in the relevant week will be paid at the rate of time and one half for the first two hours and double time thereafter.

12. MINIMUM SHIFT HOURS

Employees engaged on any shift (including out of hours "call-ins") shall be entitled to a minimum of four (4) hours work and pay. This guaranteed minimum does not apply in respect of overtime.

13. EMPLOYEE RATIOS

This clause shall apply in lieu of sub-clauses 8(ii)(b) and 8 (iii)(f) of the Award

Casual and part time Employees may be employed by the Company without restriction. In particular there shall be no limit on the number of casual or part time Employees based on ratios to full time Employees.

14. ROSTERED DAYS OFF

14.1 Where Rostered Days Off (RDO's) have been accrued by Employees the Company may, at its discretion, "cash in" any of the accrued RDO's.

14.2 RDO's may be "cashed in" by either of the following means:

- (a) payment as they fall due; or
- (b) as a payout either immediately prior to or following annual leave.

Where option (b) is preferred Employees shall advise the Company in writing by 1 May each year. Notification of this preference shall be attached to annual leave applications.

14.3 If absenteeism increases to a level in excess of the average level experienced in the three years prior to the commencement of this Agreement the Parties will negotiate a variation of this clause.

15. TIME OFF IN LIEU OF OVERTIME

15.1 When an Employee has performed work for which overtime payments would normally apply, the Company may agree that the Employee can take time off during ordinary rostered hours in lieu of payment for overtime on the following basis:

- (a) For each hour of overtime worked which would have attracted payment at the rate of time and a half the Employee may take an hour and a half of time off; and
- (b) For each hour of overtime worked which would have attracted payment at the rate of double time the Employee may take two hours of time off.

15.2 When the Company determines that a requirement for overtime is likely to arise on a forthcoming shift it may allow an employee time off during ordinary hours on a prior shift on the basis the Employee will perform the same number of hours in addition to his/her normal hours in the forthcoming shift without an entitlement to overtime payment.

15.3 The above arrangements shall only be implemented if the time off in lieu can be arranged in the same week as the overtime worked.

16. **MULTI SKILLING**

16.1 **Commitment to multi-skilling**

The Parties are committed to a program of skill enhancement designed to provide:

- (a) increased productivity and flexibility in the Business, together with more fulfilling jobs for Employees; and
- (b) a workforce of multi-skilled Employees able to perform a full range of tasks required in the Business.

16.2 **Training**

Employees shall participate in training programs to be arranged and paid for by the Company to facilitate the acquisition of skills necessary for a multi-skilled workforce.

16.3 **Performance of all duties within skill and competence**

Each Employee shall perform and duty required by the Company that is within his skill and competence, which shall include work in both higher and lower classifications.

16.4 **Higher duties allowance**

- (a) Employees who are required under this clause to perform duties in a lower classification will retain the wage rate applicable to their higher classification.
- (b) Employees who are required under this clause to perform duties at a higher level than their current classification shall be paid the applicable wage rate for the higher classification for the period in which these duties are performed. Payment at the higher rates will be made in respect of aggregate periods of one hour (or part thereof) worked.

17. **DESIGNATED MULTI-SITE EMPLOYEES**

17.1 The Company may employ designated multi-site employees on a full time, part time, or casual basis.

17.2 Designated multi-site employees are employees who will be based at the site to which this Agreement applies ("the base site") but may on any day be directed to perform work within their skill and competence at other TNT sites in the Sydney Metropolitan area.

17.3 Designated multi-site employees shall attend for work on each day of engagement at the base site unless directed otherwise in accordance with this clause.

17.4 The Company shall provide designated multi-site employees with at least twelve (12) hours notice of the requirement to attend for work at a site other than the base site, and the starting time for the work to be performed. In the event that no starting time is advised, employees will commence work at 7.30am.

Terms and conditions of employment for designated multi-site employees shall be the same as provided for other employees under this Agreement.

Provided that the span of hours in which ordinary hours of work may be performed will be sufficiently flexible to accommodate the span of ordinary hours operating at any site at which the designated multi-site employee may be directed to work.

- 17.5 The Company reserves the right to permanently alter the site on which the designated multi-site employee will be based if necessitated by vacancies or work imbalances. The Company shall not exercise this right if it will result in unreasonable hardship for an employee concerned.

Permanent relocations which would result in significantly increased travelling time shall not occur without mutual agreement.

- 17.6 Designated multi-site employees who are engaged by TNT Logistics under Enterprise Agreements other than this Agreement may be engaged in the Business for the purpose of covering absences resulting from sick leave, annual leave, or workers' compensation etc, or where it is impractical for Employees covered by this Agreement to meet operational requirements at any time.

18. TEMPORARY TRANSFERS

- 18.1 Employees, other than designated multi-site employees, may be required to perform work on other TNT sites in the Sydney Metropolitan area where operationally required.
- 18.2 Employees who perform work in accordance with this clause shall be entitled to reasonable reimbursement for all reasonable out-of-pocket involved in travelling to the TNT site concerned.

19. PART-TIME EMPLOYMENT

- 19.1 Part time employees may be engaged in any duties for which they possess the required skills and qualifications.
- 19.2 The days and span of hours during which a part time Employee may be rostered to work ordinary hours shall be the same as those applying to full time employees pursuant to this Agreement.
- 19.3 The Company shall prepare a work roster for each part time Employee which shall provide ordinary weekly hours which total not less than ten (10) and not more than thirty-six (36) averaged over a four (4) week period.

Provided that the minimum shift duration will be four (4) hours and no Employee shall be required to work more than one (1) shift in any twenty-four (24) hour period.

- 19.4 The Company may vary the number of rostered ordinary hours in any four (4) week period upon the giving of seven (7) days notice to each employee concerned. Provided that a lesser notice period may apply if agreed.
- 19.5 Part time Employees shall be entitled to overtime (or time off in lieu) where:
- (a) the Employee performs work in excess of eight (8) hours on any day; or

(b) the Employee works in excess of 144 hours over the four (4) week period.

19.6 Part time Employees shall be paid at an hourly rate equivalent to one thirty-eighth of the weekly rate being paid to full time Employees pursuant to this Agreement.

19.7 For the purpose of payment of wages, the hours worked by a part time Employee in each four week period may be averaged in order that payment each week shall be for the same number of hours.

19.8 Part time Employees shall be entitled to annual leave and sick leave calculated on a pro rata basis. Leave will be paid according to the following calculation:

(a) *Annual Leave*

The number of hours paid for each week of leave shall be the average weekly hours worked in the one month period or the twelve month period immediately preceding the taking of the leave, whichever is the greater; and

(b) *Sick Leave*

The number of hours paid for each day of leave shall be the average daily hours worked in the one month period immediately preceding the taking of the leave.

19.9 Part time Employees shall be entitled to equal access to all training and promotional opportunities.

20. TEMPORARY EMPLOYMENT

20.1 Temporary Employees may be engaged for a fixed term of minimum of one (1) month and a maximum of six (6) months.

20.2 Temporary employment arrangements may extend to both full time or part time Employees.

20.3 Offers of temporary employment shall be made in writing and shall specify the term of the temporary employment.

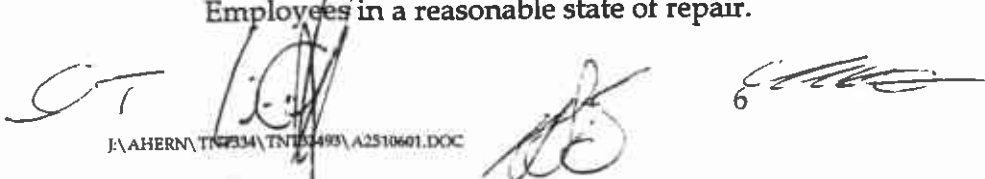
20.4 Subject to this clause, terms and conditions of employment for temporary Employees shall be the same as for permanent Employees under this Agreement.

20.5 Temporary Employees shall be entitled to leave calculated on a pro rata basis in accordance with the provisions of this Agreement relating to part time and full time Employees (as the case may be). Provided that accrued annual leave shall be paid out at the completion of the term of employment.

20.6 Temporary employment arrangements shall not be extended or renewed at the expiry of their term, and no further offer of temporary employment shall be made to an Employee within three (3) months of prior employment as a temporary Employee pursuant to this Agreement.

21. ARTICLES OF CLOTHING

The Company shall provide Employees with uniforms which shall be maintained by Employees in a reasonable state of repair.



The Company shall renew uniforms on a needs basis.

Employees shall present themselves for work in clean uniforms and well groomed, including neat hair, faces shaved, or in the case of beards etc., neatly trimmed.

Any Employee presenting himself in contravention of the above guidelines without reasonable excuse will not be permitted to commence work and will not be entitled to payment until he presents himself appropriately. If the above action is taken by the Company it will constitute part of the formal counselling of the Employee concerned.

22. PRESENTATION OF VEHICLES

Employees shall perform routine daily inspections of their vehicles including the checking of water, oil, tyres, lights, safety equipment, hydraulic hoses, couplings, computer and electrical equipment, and perform basic maintenance and cleaning of such where required.

23. SICK LEAVE

Employees who are sick on any day shall notify the Company of their unavailability for work at least one (1) hour prior to the commencement of their shift unless acceptable circumstances exist. All absences are to be supported by a Doctor's Certificate to be paid. Employees may elect to use accrued sick leave credits to care for members of their household in such instances a Doctor's Certificate detailing the relationship of the person to the carer must be provided for payment to occur.

24. ANNUAL LEAVE

24.1 The Company shall operate an annual leave roster with the amount of available slots predetermined in accordance with the needs of the Business.

24.2 Employees may advise the Company of their preferred time for taking leave, however preferences will operate as follows:

- (a) Full time Employees shall have preferences over part time Employees;
- (b) Employees with children at school will be given preference to leave slots during school holidays; and
- (c) Employees who are undertaking external studies will be given consideration at exam time.

25. OTHER REMUNERATION

For all work undertaken, the employees may by mutual agreement elect to receive payment of alternate calculations not less than the Award rate. Such payments will be in the form of job rate or piece rates agreed to prior to the commencement of the tasks. Such tasks will remain the subject of review against performance standards. In instances where a driver is required to travel in excess of 200 km on any run, the Long Distance Drivers' Award shall apply.

26. TRAINING AND COMMUNICATION MEETINGS

Employees covered by this agreement will participate in a one hour training and communications meeting each month outside their normal working time at the ordinary hourly rate. All such meetings will be held on a day that does not fall on a weekend and shall not extend beyond the one hour unless mutually agreed and at normal overtime rates.

27. QUALITY ACCREDITATION

The employees on the site will demonstrate commitment to the Quality Accreditation process by actively participating in any way required so that certification may be awarded during the life of this agreement.

28. CONTINUOUS IMPROVEMENT TEAM

28.1 A Continuous Improvement Team or teams comprising of site management and all site employees shall be established.

28.2 The Team shall consist of the Contract Manager and all Employees and shall meet regularly at dates to be agreed.

28.3 The role of the Team shall be to:

- (a) Agree on a set of values and behaviours that will clearly outline the expectations of the Continuous Improvement Team on the way in which all employees will conduct their work;
- (b) Develop a working environment in which all employees are involved in decisions which effect them;
- (c) Ensure that the operation and its team endeavours to achieve the goal of 100% customer satisfaction by performing 100% to our standards as perceived by the customer;
- (d) Set objectives (whilst recognising existing awards, legislation and the like) that provide a Quality result for the benefit of the business's customers, employees, and shareholders. The objectives will be set within three months of the commencement of this agreement and must provide for the creation of a harmonious and productive work environment and the full commitment of all those participating. They will include attention on the building of the team and its achievement of competitive advantage by providing a quality service. Areas for consideration will include:
 - (i) Customer service;
 - (ii) Profit improvement;
 - (iii) Wastage;
 - (iv) Error control;
 - (v) Occupational health and safety;

- (vi) Quality accreditation;
 - (vii) Communications;
 - (viii) Employee development; and
 - (ix) Reward and recognition.
- (e) The Continuous Improvements Team will formulate key performance indicators to serve as a measure for productivity and customer service improvements and will attach meaningful time frames in which those expectations are to be reviewed and/or realised;
- (f) The Continuous Improvement Team will monitor the successful implementation of this Agreement and the achievement of key performance indicators; and
- (g) The Continuous Improvement Team will consider matters likely to have an impact on the performance and/or structure of the Business and agree on changes necessary in response to these matters.

28.4 The Company will provide the Continuous Improvement Team with such information as is necessary to ensure its effective operation.

28.5 In the event that the Team is unable to reach agreement on the implementation of any matter proposed by the Company, the matter shall be resolved in accordance with the Dispute Settlement Procedures in clause 34.

29. SMOKING IN THE WORKPLACE

Employees who smoke will only do so in the designated smoking areas set aside outside of the operations which are to be use in all instances, they being meal breaks, rest pauses, before or after their shifts. This is also to apply to all Company trucks.

30. MANAGEMENT ASSISTANCE

30.1 In times of genuine emergency, and where it is not practical to offer overtime or engage casual labour, operational managers may assist employees in the completion of work after consulting the employees.

- (a) Management shall not use the provisions of this clause to take work away from any Employee.

31. AGREEMENT TO BE DISPLAYED

The Company shall ensure that copies of this Agreement are displayed at all times in a prominent place on site.

32. NEW EMPLOYEES TO BE INFORMED OF TERMS OF AGREEMENT

The Company shall not offer employment to applicants for employment without first advising the applicant of the existence of this Agreement and providing access to a copy for perusal.

33. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

The following procedure will apply when an individual Employee has a grievance:

- (a) The Employee shall notify his/her immediate supervisor as to the substance of the grievance, request a meeting with the supervisor and indicate the remedy being sought;
- (b) If the grievance remains unresolved following the meeting requested, it shall be the subject of further discussion between the Employee and the Company on a graduated basis with a view to resolution at higher levels of authority. The steps outlined in clause 29 may be followed where appropriate;
- (c) Reasonable time limits must be allowed for discussion at each level of authority;
- (d) At the conclusion of the discussion, the Company shall provide a response to the Employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy; and
- (e) While the procedure is being followed, work shall continue as normal.

34. DISPUTE SETTLEMENT PROCEDURE

34.1 Commitment to Procedure

The Parties shall take all necessary steps to ensure that Employees and Company executives and staff follow the procedure set out below. The intention being that any disputes shall be promptly resolved by discussions in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.

34.2 The Procedure

- (a) In the event of a dispute or difficulty arising at job level, the Employees and the relevant supervisor shall immediately confer and attempt to resolve the matter without delay.
- (b) If no agreement is reached, a representative shall discuss the matter in dispute with the relevant site Manager.
- (c) If the matter in dispute remains unresolved, the State Manager of the Company who is responsible for the Business shall confer with the representative and attempt to resolve the matter.

34.3 Right to refer to the Commission

The above steps shall not preclude reference of a dispute to the Commission at any stage of this procedure if a party believes it necessary.

34.4 Continuity of Work

Pending the completion of the procedure set out in this Clause, work shall continue without disruption.

34.5 Preservation of Rights

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without disruption.

34.6 Decision or Recommendation of Commission to be binding

The decision or recommendation of the Commission shall be accepted and adhered to by all parties subject to their appeal rights under the Act.



Handwritten signatures and initials are present at the bottom of the page. On the left, there are initials 'ET' and a large, stylized signature. In the center, there is a circular signature. On the right, there is another large, stylized signature.

SIGNED for and on behalf of TNT Logistics, a
Division of TNT Australia Pty Limited
(ACN 000 495 269)
by Don Telford



Don Telford
Executive General Manager
TNT LOGISTICS

in the presence of

Witness:
Name: Simon Lane



Simon Lane
General Manager - HR
TNT LOGISTICS

Date: 22.8.96

SIGNED by the relevant
employees

Name: Mr. James Smith

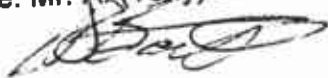


19.8.96

Mr James Smith

Date:

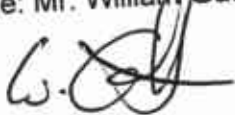
Name: Mr. A (Tony) Bateson



19-8-96

Mr. A (Tony) Bateson

Name: Mr. William Gatt



19.8.96.

Mr. William Gatt

Date:

Name: Mr. Charles Gatt



19-8-96.

Mr. Charles Gatt

Date:

Name: Mr. Dennis Hurst



19-8-96

Date:

Dennis Hurst

Mr. Dennis Hurst

Name: Mr. Ron ~~Lowe~~ ^{Low} Lowe



Date: 19/8/96

Mr. Ron Lowe

In the presence of:

Witness: 

Name: Barbara Hills

Date: 19 8 96

Barbara Hills
New South Wales Manager
Plantfast

ATTACHMENT A

The new weekly wage rates that shall apply under this Agreement are as follows:

Award Classification	EBA Weekly Wage Rate
Grade 1	\$445.05
Grade 2	\$460.60
Grade 3	\$471.45
Grade 4	\$481.90
Grade 5	\$504.95
Grade 6	\$511.10
Grade 7	\$529.50
Grade 8	\$567.10

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