

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA9/01**

**TITLE: Challenge Tweed Incorporated Remuneration Agreement 2000**

**I.R.C. NO: 2000/4967**

**DATE APPROVED/COMMENCEMENT: 8 November 2000/25 October 2000**

**TERM: ..... 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

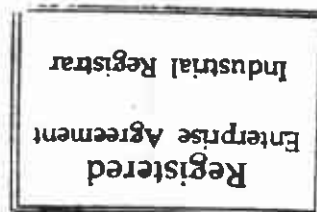
**DATE TERMINATED:**

**NUMBER OF PAGES: 6**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees of Challenge Tweed Incorporated**

**PARTIES: Challenge Tweed Inc -&- Peter John Butler, Edward Raymond Dawson, Steven Barry Foreman, Ursula Greaves, Jeffery Steven Hill, Christopher John Jones, Kathleen Ann Laycock, Paul David Margieson, Raoul Jeremy Marks, Lyal Brent Sara, Roy Walmsley, Robert Bruce Wilson**



**FILED**

- 7 NOV 2000

OFFICE OF THE INDUSTRIAL  
REGISTRAR

**CHALLENGE TWEED INCORPORATED  
REMUNERATION PACKAGING AGREEMENT 2000**

**1. Title**

This agreement shall be known as CHALLENGE TWEED INCORPORATED  
REMUNERATION AGREEMENT 2000.

**2. Index**

Clause Subject

1. Title
2. Index
3. Scope and Application
4. Date of Operation
5. Relationship to Parent Awards
6. Remuneration Packaging
7. Grievance and Dispute Setting Procedures
8. Leave Reserved
9. Declaration and Signatories

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**3. Scope and Application**

This agreement shall be binding upon the Challenge Tweed Incorporated and the  
employees of Challenge Tweed Incorporated.

**4. Date of Operation**

This agreement shall operate from the beginning of the first pay period to commence  
on or after the date of certification of this Agreement and shall operate for a period of  
one year.

**5. Relationship to Parent Awards**

The Parent Awards are;

- The Clerical and Administrative Employees (State) Award
- The Social and Community Services (SACS) Employees (State) Award
- The Miscellaneous Gardeners (State) Award
- The Nurseries Employees (State) Award
- The Grocery Products Manufacturing (State) Award

And any subsequent variations of these Awards.

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The Terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of the above Awards. In the event of any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

**6. Remuneration Packaging**

6.1 The provisions of this clause shall be available to all ongoing and fixed term contract employees, provided that the fixed term contract is for a minimum period of more than three months. Remuneration packaging is not available to casual employees.

6.2 The employer and the employee may agree to a remuneration package which involves the employee having part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

6.3 The remuneration package will require the employee to meet the full cost of the provision of such benefits and associated taxation and administration costs.

6.4 The effect of the introduction of remuneration packaging shall be that it replaces the entitlements of an employee under the wage rate provisions of;

- Clause 5 and Part B, Table 1 of the Clerical and Administrative Employees (State) Award
- Clause 10 and Part B, Table 1 of the Social and Community Services Employees (State) Award
- Clause 9 and Part B, Table 1 of the Miscellaneous Gardeners (State) Award
- Clause 5 and Part B, Table 1 of the Nurseries Employees (State) Award and
- Clause 5 and Part B, Table 1 of the Grocery Products Manufacturing (State) Award

6.5 The terms and conditions of such package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under these Awards and shall be subject to the following provisions:

(i) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;

(ii) the employer shall confirm in writing to the employee that the remuneration package will require the employee to meet the full costs of the provision of such benefits and associated taxation and administration costs;

(iii) the employer shall confirm in writing to the employee the classification level and current salary payable as applicable to the employee under;

- Clause 5 and Part B, Table 1 of the Clerical and Administrative Employees (State) Award



- Clause 10 and Part B, Table 1 of the Social and Community Services Employees (State) Award
  - Clause 9 and Part B, Table 1 of the Miscellaneous Gardeners (State) Award
  - Clause 5 and Part B, Table 1 of the Nurseries Employees (State) Award and
  - Clause 5 and Part B, Table 1 of the Grocery Products Manufacturing (State) Award;
- (iv) the employer shall advise the employee, in writing, of his/her right to choose payment of the salary referred to in paragraph (iii) above instead of a remuneration package;
- (v) the employer shall advise the employee, in writing, that all Award conditions, other than the salary shall continue to apply;
- (vi) the employee may package up to a maximum of **40%** of their total package or the wage rate described in 6.4 above (whichever is the greater) into a non-salary fringe benefit;
- (vii) the employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses;
- (viii) where undue pressure or duress is placed upon a party to enter into such a package it will be open to either party to seek relief in accordance with Grievance and Dispute Settling Procedures of the relevant Awards;
- (ix) a copy of the Agreement shall be made available to the employee;
- (x) the employee shall be entitled to inspect details of the payments and transactions made under the terms of the agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a print out of the relevant information;
- (xi) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (xii) the employer must ensure that no employee accrues any benefit beyond 31 March in any financial year and that all benefits to which an employee is entitled to under these arrangements are paid prior to 31 March in any financial year;
- (xiii) notwithstanding any of the above arrangements, the employer may cancel or vary any salary packaging arrangement by the giving of three months notice of cancellation or variation to the employee;
- (xiv) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated



forthwith and individual employees' wages will revert to the total of the current salary package;

- (xv) the employee may cancel any salary packaging arrangement by the giving of one months notice of cancellation to the employer;
- (xvi) in the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates according to this schedule. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xvii) the calculation of entitlements concerning occupational superannuation and leave entitlements including, annual leave, sick leave, long service leave and annual leave loading will be based on the value of the employee's total salary package or as outlined in the Award provisions detailed in 6.4 above (whichever is the greater);
- (xviii) where an employee is in receipt of payments in regard to a compensable injury under the relevant Worker's Compensation legislation then the payment the employee shall receive shall be calculated upon the value of the employee's total salary package or the wage provisions detailed in 6.4 above (whichever is the greater);
- (xix) any wage increases which are granted to employees under the Parent Awards shall also apply to employees covered by this agreement;
- (xx) the employee may consult with a representative of any relevant trade union before signing a remuneration package agreement.

## **7. Grievance and Dispute Settling Procedures**

Where a dispute or grievance arises out of the operation of this Agreement it shall be dealt with in accordance with;

- Clause 41 of the Clerical and Administrative Employees (State) Award
- Clause 34 of the Social and Community Services Employees (State) Award
- Clause 32 of the Miscellaneous Gardeners (State) Award
- Clause 21 of the Nurseries Employees (State) Award
- Clause 3C of the Grocery Products Manufacturing (State) Award

## **8. Leave Reserved**

Leave is reserved to the parties to this Agreement to discuss and introduce further agreed changes within the organisation which will enhance the efficiency of the organisation or enhance the conditions of employment of employees.

Where agreement has been reached between the parties on these matters the agreed arrangements will form a supplementary agreement or a variation to this agreement.

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Any supplementary agreement or variation of Agreement shall be submitted for certification in the Industrial Relations Commission of New South Wales in accordance with the New South Wales Industrial Relations Act 1996.

#### **9. Declaration and Signatories**

This Agreement has been negotiated through extensive consultation between management and the employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- is not contrary to public interest;
- is not unfair, harsh or unreasonable;
- was at no stage entered into under duress, and;
- reflects the interests and desires of the parties.



SIGNED FOR AND ON BEHALF OF CHALLENGE TWEED INCORPORATED

DATED 1ST NOVEMBER 2000

*[Signature]*



IN THE PRESENCE OF *Kahayock* DATED 11/11/00

SIGNED BY THE EMPLOYEES OF CHALLENGE TWEED INCORPORATED

NAME	SIGNATURE	DATE	WITNESS
L. Sara	<i>[Signature]</i>	2/11/00	<i>[Signature]</i> J.P.
R. Wilson	<i>[Signature]</i>	3/11/00	J. Robertson
M. Buggy	<i>M. Buggy</i>	2/11/00	<i>[Signature]</i> J.P.
R. Marks	<i>RTM</i>	6.11.00	<i>[Signature]</i>
U. Greaves	<i>U. Greaves</i>	6.11.00	<i>RTM</i>
R. Walmsley	<i>[Signature]</i>	6/11/2000	<i>RTM</i>
J. S. Hill	<i>[Signature]</i>	3/11/00	<i>RTM</i>
P. Margieson	<i>[Signature]</i>	6-11-00	<i>RTM</i>
R. Dawson	<i>[Signature]</i>	3-11-2000	J. Robertson
P. Butler	<i>Pete J. Butler</i>	3-11-2000	J. Robertson
K. A. Laycock	<i>Kahayock</i>	3-11-2000	J. Robertson

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA10/01**

**TITLE: DHL International (Aust) Pty Ltd (Airside) Enterprise Agreement 2000**

**I.R.C. NO: 2000/4302**

**DATE APPROVED/COMMENCEMENT: 12 September 2000**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA98/254**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 19**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to Imports and Inbound freight employees of the Company located at Mascot Airport**

**PARTIES: , DHL International (Aust) Pty Ltd -&- Shayne Bournes, Sasho Buneski, Peter Ciccia, Mathew Collins, Paul Dawson, Mark Ferry, Dean Garden, Michael Grehan, Vince Haddad, Ira Hemmings, Ellery Hickson, Srebren Ilic, Michael Jones, John Lang, David Maguire, David McCall, Stephen Miles, Darren Morris, Jared Ngaika, Stephen Osborne, Bryon Quin, Stephen Riik, Ivica Taleski, Ramon Zechner**

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**DHL International (Aust) Pty  
Limited  
(Airside) Enterprise Agreement  
2000**

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Enterprise Agreement  
Industrial Registrar

# DHL International (Aust) Pty Limited (Airside) Enterprise Agreement 2000

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# DHL International (Aust) Pty Limited (Airside) Enterprise Agreement 2000

## 1. Title

1.1 This agreement is called "DHL International (Aust) Pty Limited (Airside) Enterprise Agreement 2000".

## 2. Parties

2.1 The parties to this agreement are:

- a. DHL International (Aust) Pty Limited ("**DHL**") and;
- b. Each of the persons listed in schedule 1 of this agreement

## 3. Approval of Agreement

3.1 The parties intend that this agreement be approved by the Industrial Relations Commission of New South Wales as an enterprise agreement under Part 2 of Chapter 2 of the Industrial Relations Act 1996.

## 4. Commencement and Term of Agreement

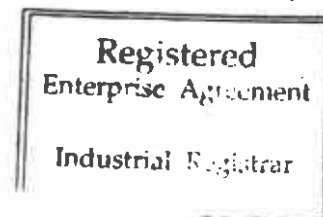
4.1 This agreement will commence on the date of approval by the Industrial Relations Commission of New South Wales and will apply for a period of two (2) years (the nominal term), and after this period, until terminated in accordance with Part 2 of Chapter 2 of the Industrial Relations Act 1996.

## 5. Application of Agreement

5.1 This agreement will apply to Imports and inbound freight employees of DHL employed at DHL's Sydney Gateway operation located at Corner Eleventh Avenue and Ross Smith Drive, Mascot Airport, Sydney New South Wales who perform functions covered by classifications up to and including Transport Worker Grade 3 under the Transport Industry (State) Award (published 26 September 1997) (vol. 301 IG pg204)) ("**the employee or employees**").

5.2 DHL's Sydney Gateway operation may be relocated within Mascot Airport region, Sydney. If this relocation occurs, this agreement will continue to apply despite the relocation.

5.3 This agreement is not intended to apply to employees of DHL employed at DHL's Sydney Gateway operation in a clerical capacity (including, customs brokers, classifiers, compilers, data entry clerks, finance and network control employees) or as cargo terminal operators.



## 6. Relationship to Transport Industry (State) Award

6.1 This agreement adopts the following provisions of the Transport Industry (State) Award as provisions of this agreement:

- a. Clause 20, personal/carer's leave
- b. Clause 21, bereavement leave
- c. Clause 34, jury service

6.2 All other provisions of the Transport Industry (state) Award do not apply to the employees to whom this agreement applies (as defined in sub-clause 5.1)

## 7. Classifications

7.1 Employees to whom this agreement applies (as defined in sub clause 5.1) will be employed in one of the following classifications (in lieu of the classifications set out in the Transport Industry (state) Award):

- a. Operations Agent or
- b. Shift Agent or
- c. Team Leader

7.2 Operations Agents, Shift Agents, and Team Leaders will perform the following duties, functions and responsibilities:

- a. Taking delivery of freight from airlines
- b. Delivery of freight to airlines
- c. Loading and unloading of freight to and from aircraft containers
- d. Loading and unloading of freight to and from vehicles
- e. Freight processing requirements
- f. Driving of forklifts and other machinery up to nine (9) tonnes gross vehicle mass
- g. Providing customer service
- h. Scanning and sorting of freight
- i. Any of the functions covered by classifications up to and including Transport Worker Grade 3 under the Transport Industry (State) award
- j. Such other duties, functions, and responsibilities as DHL may reasonably require from time to time, subject to the limits of an employees skills competence, training and qualifications

- 7.3 In addition to the above duties, functions and responsibilities, Team Leaders are also responsible for the organisation of employees and work so as to ensure the expedient and efficient processing of freight through DHL's Sydney Gateway operation
- 7.4 Operations Agents will work in accordance with a five shift roster (see clause 9.1). Shift Agents and Team Leaders will work in accordance with a four shift ~~12~~ hour roster. (see clause 9.2) 11

## 8. Employment Status

8.1 An employee will be employed on one of the following basis:

### a. Full time

A full time employee is employed for 38 ordinary hours per week (in the case of Operations Agents – see clause 9.1) or the ordinary hours required by the 4 shift ~~12~~ hour roster (in the case of Shift Agents or Team Leaders – see clause 9.2) 11

### b. Part time

A part time employee is employed for less than the ordinary hours per week of a full time employee subject to minimums of 4 hours per shift and 20 hours per week. Annual leave, long service leave and sick leave for part time employees will accrue on a prorata basis depending on the number of hours worked per week.

### c. Casual

A casual employee is employed on a shift to shift basis with no guaranteed numbers per week, subject to a minimum of 4 hours for any shift employed. A casual employee will be paid the ordinary hourly rate of pay, plus a casual loading of 15%. A casual employee will also be paid a loading of 1/12 in lieu of annual leave

## 9. Hours of Work

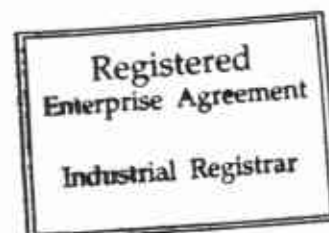
9.1 The following provisions apply to Operations Agent:

- a. The ordinary hours of work will be 38 hours per week excluding meal breaks)
- b. The ordinary hours will be worked in 5 shifts in any consecutive 7 days. Each ordinary hours shift will not exceed 8 hours in duration (excluding meal breaks). Ordinary hour shifts may be worked on any combination of days Monday to Sunday and at any times on these days. Employees are not entitled to a paid roster day off
- c. Ordinary hours worked from 6.00am to 6.00pm Monday to Friday will be paid at ordinary hourly rates of pay
- d. Ordinary hours worked on Monday to Friday will be subject to shift allowances in accordance with clause 13

- e. Ordinary hours worked on Saturdays, Sundays or public holidays will be paid the appropriate Saturday, Sunday or public holiday rate of pay (see clauses 11 and 12)
- f. Starting and finishing times and the days of the week when ordinary hours will be worked will be determined by DHL and may be changed by agreement between DHL and an employee, or in the absence of agreement, by DHL giving the employee 5 days written notice of the change

9.2 The following provisions apply to Shift Agents and Team Leaders

- a. Shift Agents and Team Leaders will work in accordance with a four shift ~~12~~ hour roster (excluding meal breaks). ~~The roster is detailed in schedule 2 to this agreement.~~ Shift Agents and Team Leaders will work the hours required by the roster as ordinary hours of work //
- b. The ordinary hours in accordance with the roster will be worked in 4 shifts in any consecutive 7 days. Each ordinary hours shift will not exceed ~~12~~ hours in duration (excluding meal breaks). Ordinary hour shifts will be worked on any combination of days Monday to Sunday and at any times on these days. Employees are not entitled to a paid roster day off. //
- c. Shift Agents will be paid an annual salary in accordance with clause 24.3 and 24.4.
- d. Team Leaders will be paid an annual salary (which includes an allowance in accordance with clause 24.5).
- e. Shift Agents and Team Leaders are not entitled to penalties and shift allowances for working ordinary hours in accordance with the roster regardless of the day on which, and the times at which, the hours are worked.
- f. Starting and finishing times and the days of the week when ordinary hours will be worked will be determined by DHL and may be changed by agreement between DHL and an employee, or in the absence of agreement, by DHL giving the employee 4 days written notice of the change



## **10. Overtime**

10.1 The following provisions apply to Operations Agents:

- a. Overtime will be paid at the rate of time and one half for the first two hours and double time thereafter
- b. Overtime is payable for:
  - i. all time worked in excess of 38 hours in any consecutive 7 days
  - ii. all time worked in excess of 7.6 hours in any day
  - iii. all time worked on a sixth or subsequent day in any consecutive 7 days when an Operations Agent is acting as a Shift Agent or Team Leader
- c. For the purpose of calculating overtime, each day will stand alone
- d. For casual employees, the overtime rate will be calculated on the base rate of pay plus 15%.
- e. When DHL requires additional work to be performed which could be performed by either Operations Agents or Contractors, DHL will give priority, if practicable, to work being performed by Operations Agents

10.2 The following provisions apply to Shift Agents and Team Leaders:

- a. Overtime for Shift Agents and Team Leaders will be paid at (two and a half times the operations agents rate ie 2.5 times \$14 equals \$35.00) per hour of overtime worked
- b. As of this second year of this agreement overtime for Shift Agents and Team Leaders as of the will be paid at (two and a half times the operations agents rate ie 2.5 times \$14.56 equals \$36.40) per hour of overtime worked
- c. Overtime for Shift Agents and Team Leaders is payable for all hours worked in excess or ordinary hours of work (as defined in clause 9.2), including all time worked on a fifth or subsequent day in any consecutive 7 days

## **11. Saturday and Sunday work**

11.1 The following provisions apply to Operations Agents

- a. All hours worked on a Saturday will be paid at time and one half for the first two hours and double time thereafter
- b. All hours worked on a Sunday will be paid at double time

11.2 The following provisions apply to Shift Agents and Team Leaders

- a. No penalty is payable for ordinary hours worked on a Saturday or Sunday
- b. Overtime worked on a Saturday or Sunday will be paid in accordance with clause 10.2 (a)



## **12. Public Holidays**

12.1 The days on which New Years day, Australia day, Good Friday, Easter Monday, Anzac day, Queens birthday, Eight hour day, Christmas day and Boxing day are observed together with such other days which may be proclaimed by the Government and which are observed as public holidays, will be recognised as public holidays for the purposes of this agreement

12.2 The following provisions apply to Operations Agents (other than casuals)

- a. Operations Agents rostered to work on a public holiday will be entitled to that day off without loss of pay (ie 7.6 hours pay)
- b. Operations Agents not rostered to work on a public holiday are not entitled to any payment for the public holiday
- c. Operations Agents required to work on a public holiday will be paid at the rate of double time for the actual time worked (in addition to any payment under paragraph (a))

12.3 The following provisions apply to Shift Agents and Team Leaders

- a. No penalty is payable for ordinary hours worked on public holidays
- b. Overtime worked on a public holiday will be paid in accordance with clause 10.2 (a)

## **13. Shift Allowances**

13.1 The following provisions apply to Operations Agents

- a. In this sub-clause:
  - i. "Early morning shift" is a shift which starts at or after 4.00am and before 6.00am
  - ii. "Afternoon shift" is a shift which commences after 10.00am and at or before 4.00pm
  - iii. "Night shift" is a shift which commences after 4.00pm and before 4.00am
- b. For ordinary hours worked the following shift allowances are payable
  - i. Early morning shift – 12.5%
  - ii. Afternoon shift – 17.5%
  - iii. Night Shift – 30%



- c. Operations Agents who work the above shifts the major portion of which is performed on a Saturday, Sunday or public holiday will be paid the penalty set out in clauses 11 and 12, as applicable in lieu of the shift allowances provided for in this sub-clause
- d. Each of the above shifts will be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked

13.2 No shift allowances are payable to Shift Agents or Team Leaders

#### **14. Meal Breaks**

14.1 Operations Agents are entitled to a 30 minute unpaid meal break during each shift. Operations Agents must stagger their meal breaks to ensure continuity of operations. The actual timing of meal breaks is to be determined by DHL after consultation with Operations Agents on a shift by shift basis

14.2 Shift Agents and Team Leaders are entitled to a 60 minute unpaid meal break during each shift. Shift Agents and Team Leaders must stagger their meal breaks to ensure continuity of operations. The actual timing of meal breaks is to be determined by DHL after consultation with employees on a shift by shift basis

#### **15. Annual Leave**

15.1 The following provisions apply to Operations Agents:

- a. A full time employee will accrue 152 hours of annual leave per annum (ie 38 hours x 4 weeks = 152 hours), inclusive of entitlements under the Annual Holidays Act 1944
- b. A part time employee will be entitled to annual leave on a prorata basis to the entitlement of a full time employee
- c. A casual employee is not entitled to annual leave but receives a loading of 1/12 in lieu of annual leave (see clause 8.1(c))

15.2 The following provisions apply to Team Leaders and Shift Agents:

- a. A full time employee will accrue 176 hours of annual leave per annum (ie 44 hours x 4 weeks = 176 hours) inclusive of entitlements under the Annual Holidays Act 1944



15.3 The following applies to all full time and part time employees:

- a. Annual leave is payable at ordinary rates ie without penalties or shift allowances
- b. An annual leave loading of 25% is payable in addition to ordinary rates
- c. Annual leave is to be taken at a time mutually agreed between DHL and an employee. In the absence of agreement, DHL may nominate when annual leave will be taken by an employee upon 2 months written notice to the employee

## 16. Long Service Leave

*Employees*  
16.1 ~~Team Leaders and Shift Coordinators~~ will be entitled to Long Service Leave as per the Long Service Leave Act 1955.

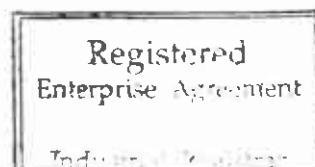
16.2 *For team leaders and shift co-ordinators, week*  
Weeks will be calculated taking into account the employees roster ie 1 week equals 4 times ~~12~~ hour days.

## 17. Parental Leave

17.1 See part 4 of Chapter 2 of the Industrial Relations Act 1996

## 18. Sick Leave

- 18.1 A full time employee after three months continuous employment, will be entitled to 38 hours of sick leave in the first year of employment
- 18.2 A full time employee will be entitled to 76 hours of sick leave in each subsequent year of employment
- 18.3 Sick leave will be paid at the ordinary hourly rate. Penalty, shift allowance and overtime rates will not apply to the payment of sick leave
- 18.4 For full time employees, regardless of the shift worked, one day will equal 7.6 hours for the purpose of sick leave accrual and deduction
- 18.5 A part time employee will be entitled to sick leave on a prorata basis to the entitlement of a full time employee
- 18.6 A casual employee is not entitled to sick leave
- 18.7 Sick leave is not payable for any period an employee is receiving workers compensation



18.8 An employee who will be absent from work because of personal illness or injury must notify his or her immediate supervisor/manager by telephone prior to the commencement of the employees shift. If the employees immediate supervisor is not available or contactable, the employee must notify DHL's Import Manager (if Imports Manager is not available contact DHL's Gateway Manager). If the nature of the employee's illness or injury prevents the employee from personally contacting DHL, then the employee must make suitable arrangements to ensure that another person notifies DHL of the illness or injury.

18.9 An employee when notifying DHL of his or her illness or injury must inform the relevant supervisor or manager of the nature of the illness or injury and the expected duration of absence

18.10 An employee absent from work because of personal illness or injury for two or more consecutive days must provide a doctor's certificate to his or her immediate supervisor in respect of the absence within two days of returning to the workplace. A doctor's certificate must also be provided in respect of any absence the day before or the day 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

## **19. Attendance Incentive**

19.1 Employee attendance is considered important to the productivity of the business. As a consequence DHL wishes to promote this objective by the introduction of an attendance incentive.

19.2 The scheme will be based upon the gross lump sum payment of \$500.

19.3 Payment under this scheme would be on a "pro-rata" basis, contingent upon attendance ie:

<b>Absenteeism</b>	<b>Bonus (Gross)</b>
Nil days off per annum	\$500 (maximum amount)
1 day off per annum	\$450
2 days off per annum	\$350
3 days off per annum	\$200
4 days off or more per annum	Nil



19.4 The following conditions relate to this proposal:

- a. Sick leave remains cumulative but is not payable upon employees departure
- b. The attendance incentive is payable within 30 days of the anniversary of the date of this agreement
- c. In the event of an employee termination an employee must reach the anniversary of the date of this agreement to qualify to the incentive. Pro-rata payments of the incentive are not applicable.
- d. This payment is subject to taxation at PAYG level
- e. This clause is valid throughout the life of the initial Enterprise Bargaining Agreement and will then be reviewed at each EBA renewal.
- f. Each year's accrual/ bonus payment is to stand alone.

## **20. First Aid**

20.1 An operations Agent who holds an appropriate St Johns Ambulance first aid qualification and who is appointed by DHL to perform first aid will be paid an allowance of \$1.66 per day worked.

20.2 All Shift Agents and Team Leaders are required to be trained in an appropriate St Johns Ambulance first aid qualification (at DHL's expense) and will perform first aid as part of their duties, functions and responsibilities without payment of a first aid allowance

## **21. Redundancy**

21.1 See Transport Industry – Redundancy (State) Award as varied

## **22. Anti Discrimination**

22.1 It is the intention of the parties to this agreement to achieve the object in section 3(f) of the Industrial Relations Act 1996 of preventing and eliminating discrimination in the workplace on the grounds of sex, race, marital status, homosexuality, age, disability or transgender identity and to ensure equal remuneration for men and women doing work of equal or comparable value

22.2 Accordingly in fulfilling their obligations under clause 23 dispute resolution procedures, of this agreement, the parties must make every endeavor to ensure that neither the provisions of this agreement nor their operation are directly or indirectly discriminatory in their effects



22.3 Nothing in this clause is taken to affect:

- a. Any different treatment (or treatment having different effects) which is specifically excepted under the Anti Discrimination Act 1977 or applicable Commonwealth legislation; and
- b. An employee or DHL pursuing matter of discrimination under the Anti Discrimination Act 1977 or applicable Commonwealth legislation

### **23. Dispute Resolution Procedures**

23.1 In relation to any matter that may be in dispute between the parties to this agreement, the parties

- a. Will attempt to resolve the matter at the workplace level, including but not limited to:
  - i. The employee and his or her supervisor meeting and conferring on the matter; and
  - ii. If the matter is not resolved at such a meeting, the parties arranging further discussions involving the Managers of DHL's Sydney Gateway operation or, if appropriate, other senior levels of management; and
  - iii. If the matter is not resolved during such discussions, either party may refer the matter to be the workplace enterprise bargaining committee, or to mediation, or to the Industrial Relations Commission of New South Wales (as appropriate); and
- b. Acknowledge the right of either party to appoint another person to act on behalf of the party in relation to resolving the matter; and
- c. Agree that during the time when the parties attempt to resolve the matter
  - i. The parties will 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
  - ii Subject to 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 of DHL to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
  - iii The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible



## 24. Wages and Salary

24.1 Operations Agent will be paid the following wage rates:

- a. Effective from the date of approval of this agreement by the Industrial Relations Commission of New South Wales - \$14.00 per hour (ie \$532.00 per 38 hour week)
- b. Effective from the date which is 12 months after the date of approval of this agreement by the Industrial Relations Commission of New South Wales - \$14.70 per hour (ie \$558.60 per 38 hour week)

24.2 The wage rate for the classification of Transport Worker Grade three under the Transport Industry (State) Award at the date of approval of this agreement by the Industrial Relations Commission of New South Wales is \$13.07 per hour (ie ~~\$473.10~~ per 38 hour week). If this rate is increased in the future in excess of the wage rates provided by sub clause 24.1, then Operations Agents will be paid the increased rate provided for under the Transport Industry (State) Award instead of <sup>\$196.80</sup> the wage rates under sub clause 24.1, effective from the operative date of such increase or increases.

24.3 Current Shift Agents will be paid the following salaries:

- a. Shift Agents will be paid effective from the date of approval of this agreement by the Industrial Relations Commission of New South Wales a salary of \$44,885 per annum
- b. 12 months after the date of approval of this agreement by the Industrial Relations Commission of New South Wales a gross salary of \$46,680 per annum

24.4 Shift Agents that start with DHL after the signing of this agreement will be paid the following salaries:

- a. \$42,900 per annum for the first 6 months, provided the Shift Agent reaches a set level of competency (see appendix 1).
- b. During the period of 6-12 months of service, if competency levels are reached to the satisfaction of the Imports Manager SYD, the new Shift Agents salary will increase in line with other experienced Shift Agents (see clause 24.3).

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Enterprise Agreement  
Industrial Registrar

24.5 Team Leaders will be paid effective from the date of approval of this agreement by the Industrial Relations Commission of New South Wales the following:

- a. A minimum salary of \$44,885 per annum and
- b. A Team Leaders allowance of \$23.80 per ~~12~~<sup>11</sup> hour shift
- c. 12 months after the date of approval of this agreement by the Industrial Relations Commission of New South Wales the Team Leaders salary will increase to:
  - i. A minimum salary of \$46,680 gross per annum and
  - ii. A Team Leaders allowance of \$24.75 per ~~12~~<sup>11</sup> hour shift

24.6 Any over award payments made to employees as at the date of this agreement will be maintained. All future increases will be limited to the applicable classification rate/ salary range (these ranges will be disclosed to the applicable people). The salary ranges are not determined by the annual salary increases. The ranges are determined by calculating the minimum, mid point and maximum amounts payable.

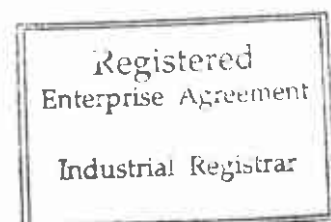
24.7 An employee appointed by DHL to perform shift supervision responsibilities in the absence of a Team Leader will be paid the Team Leaders allowance of:

- a. \$23.80 per ~~12~~<sup>11</sup> hour shift (effective from the date of approval of this agreement)
- b. \$24.75 per ~~12~~<sup>11</sup> hour shift (effective 1 year from the date of approval of this agreement)

This allowance will only be paid if the employee is performing shift supervision responsibilities for a period of 4 hours or longer during the shift

24.8 The wage rate for the classification of Transport Worker Grade three under the Transport Industry (State) Award as at the date of approval of this agreement by the Industrial Relations Commission of New South Wales is \$13.07 per hour (ie ~~\$473.10~~ per 38 hour week). If this rate is increased in the future and the total earnings are greater than the salaries provided by clause 24.3, 24.4 and 24.5, then Team Leaders and Shift Agents salaries shall be increased to be equivalent to the new award rate instead of the salary listed in clause 24.3, 24.4 and 24.5.

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## **25. Payment of Remuneration**

- 25.1 Remuneration is payable to employees by electronic funds transfer into a financial account nominated by each employee
- 25.2 Operations Agents are currently paid on a weekly basis. The pay week runs from Friday to Thursday with payment made on the Thursday. Overtime is payable one pay period in arrears. The pay frequency for Operations Agents may in the future be changed at the discretion of DHL from weekly to fortnightly
- 25.3 Shift Agents and Team Leaders are to be paid on a monthly basis on or about the 15<sup>th</sup> of each month representing two (2) weeks in arrears and two (2) weeks in advance

## **26. Termination of Employment**

- 26.1 The employment of a full time or part time employee may be terminated by one weeks notice on either side, which may be given at any time, or by payment by DHL or forfeiture by the employee of one weeks pay in lieu of notice. This does not affect the right of DHL to dismiss an employee without notice in the case of the employee's serious misconduct. Shift Agents and Shifts Team Leaders are to give one (1) months notice

## **27. Incentive Scheme**

- 27.1 Team Leaders and Shift Agents (paid on monthly salary) are eligible to participate in the DHL Salaried Staff Incentive Scheme. This scheme entitles employees up to a maximum of 10% of base salary to be paid per annum. Individual performance objectives are outlined in the individuals performance evaluation and assessment of potential

## **28. Operations Uniform and Safety Shoes**

- 28.1 DHL will provide full operations uniforms to all employees under this agreement. This uniform must be worn in its entirety at all times whilst on shift. When an employee ceases employment with DHL all uniforms must be returned to the Imports Manager SYD before final monies will be paid.
- 28.2 DHL will provide safety shoes to all employees under this agreement to ensure greater safety in the handling of freight and general operational work. Safety shoes must be worn at all times whilst on shift.



## **New Starter Checklist**

For a Shift Agent to be entitled to a salary review they must reach a set level of competency in their role eg:

- Complete DHL Induction
- Copy No House Airwaybills
- Copy un-manifested freight
- Assist Customs at Gateway
- Obtain Forklift license
- Pullouts, including CR Scanning
- Break bulk scanning, including AR Scanning
- Inbond Scanning
- Bond Checks
- Obtain SAC pass
- Obtain Truck License
- Document Sort
- Freight Recovery
- Send email pre-alerts
- Pick up overseas WPX transmissions
- Process Paperwork
- Process Underbond
- Onforwarding



**Salary Ranges for  
Airside Enterprise Bargaining Agreement Staff**

<b>POSITION</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
Shift Agent	\$42,900	\$45,150	\$47,408
Team Leader	\$49,265	\$51,858	\$54,450

**NB 1:** Minimum is Midpoint x 0.95  
Maximum is Midpoint x 1.05

Registered  
Enterprise Agreement  
Industrial Registrar

Signatories

Signed for and on behalf of DHL International (Aust) Pty Limited:

*NLH*  
.....  
Nigel Lockett

*3.8.2000*  
.....  
Date

Signed by the employees party to the agreement:

*[Signature]*  
.....  
Shayne Bournes

*2.8.00*  
.....  
Date

*[Signature]*  
.....  
Sasho Buneski

*7.8.00*  
.....  
Date

*[Signature]*  
.....  
Shane Childs

*3.8.00*  
.....  
Date

*[Signature]*  
.....  
Peter Ciccio

*31-7-00*  
.....  
Date

*[Signature]*  
.....  
Mathew Collins

*3.8.00*  
.....  
Date

*[Signature]*  
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Paul Dawson

*2/8/00*  
.....  
Date

*[Signature]*  
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Michael Grehan

*03/8/00*  
.....  
Date

*[Signature]*  
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Vincent Haddad

*02/8/00*  
.....  
Date

*[Signature]*  
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Ira Hemmings

*31-7-00*  
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Date

*[Signature]*  
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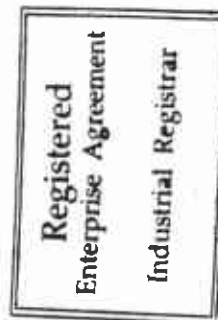
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Date

*[Signature]*  
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Michael Jones

*03/08/00*  
.....  
Date


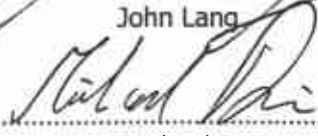
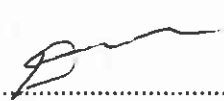

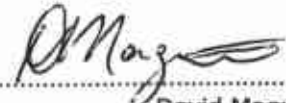


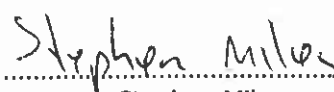

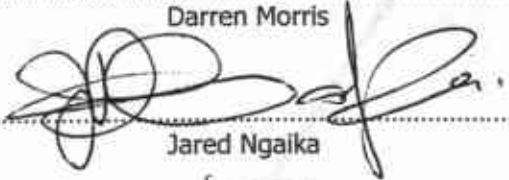

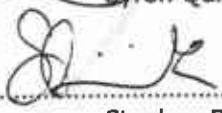
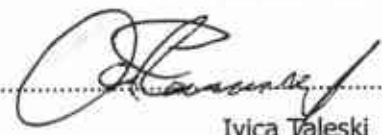
*[Signature]*  
.....  
Ramon ZECHNER

*07/08/00*  
.....  
DATE



# Signatories

Signed by the employees party to the agreement:

 ..... John Lang	 ..... Michael Davies	31/7/00 ..... Date
 ..... Dean Garden	 ..... Ellery Hickson	3/7/00 ..... Date
 ..... David Maguire	 ..... Caleb Quin	3-8-00 ..... Date
 ..... David McCall	 ..... Stephen Miles	8-8-00 ..... Date
 ..... Darren Morris	 ..... Jared Ngaka	7/8/2000 ..... Date
 ..... Byron Quin	 ..... Stephen Riik	7.8.00 ..... Date
 ..... Ivica Taleski		4.8.00 ..... Date

