

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/190

**TITLE:** Off Airport Business Development Agreement NSW (AaE/TWU) 2003

**I.R.C. NO:** IRC4/3180

**DATE APPROVED/COMMENCEMENT:** 17 June 2004 / 1 July 2003

**TERM:** 12 Months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA 02/199

**GAZETTAL REFERENCE:** 16 July 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees of Australian Air Express Pty Ltd located at Level 2, 399 Elizabeth Street, Melbourne, Victoria 3000 who fall within the coverage of the Transport Industry (State) Award

**PARTIES:** Australian Air Express Pty Ltd -&- the X 'Transport Workers Union of Australia, New South Wales Branch'

# OFF AIRPORT BUSINESS DEVELOPMENT AGREEMENT NSW (AaE / TWU) 2003

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### **1. Title**

The Agreement shall be referred to as the Off Airport Business Development Agreement NSW (AaE/TWU) 2003.

## 1.1 PARTIES BOUND

This agreement shall be binding on:

- (i) Australian Air Express, Level 2 399 Elizabeth Street, Melbourne, Victoria and any off-airport sites.
- (ii) All employees of Australian Air Express employed in NSW whether members of the organisation of employees listed in sub-clause (iii) hereof or not, employed in any of the occupations, industries or callings specified in the Transport Industry State Award (NSW) 1996, employed at locations other than those specified at Attachment A: and
- (iii) Transport Workers Union of Australia NSW Branch (the Union).

## 1.2 DATE AND PERIOD OF OPERATION

1.2.1 This agreement shall operate from the first full pay period to commence on certification by the NSW IRC and shall remain in force until 30 June 2004.

1.2.2 The parties undertake to commence discussion three (3) months prior to the expiration of the Agreement, however, this agreement will continue in force until replaced by a new agreement. Provided this agreement may be terminated in accordance with the NSW Industrial Relations Act 1996 (as amended).

## 1.3 DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE

1.3.1 The parties agree to resolving issues in accordance with the procedure in Clause 1.3.2 and to continue providing service to our customers without interruption or delay.

1.3.2 Subject to the *NSW Industrial Relations Act 1996*, any dispute or claim shall be dealt with as follows:

- (a) The matter shall first be discussed by the aggrieved employees with their supervisor.
- (b) If not settled, the matter shall be discussed between the accredited Union representative and the appropriate manager.
- (c) If not settled, the matter shall be further discussed between the Branch Secretary or other appropriate official of the Union and the appropriate representative of AaE.
- (d) If agreement has not been reached, the matter shall then be discussed between a representative of AaE and the federal body of the Union.
- (e) If the matter is still not settled, it may be submitted to a member of the NSW Industrial Relations Commission, for conciliation and if necessary, arbitration.

## 1.4 RELATIONSHIP TO PARENT AWARD

1.4.1 This agreement shall be read in conjunction with the TWU Transport Industry State Award (NSW), as amended, (the Award), provided that where there is any inconsistency this agreement will take precedence to the extent of the inconsistency.

## 1.5 CONSULTATION / INTRODUCTION OF SIGNIFICANT CHANGE

- a. AaE has the flexibility to conduct its operations within the full scope offered by this Agreement. Management has the right and obligation to manage the business.

- b. Where AaE has made a definite decision to introduce major changes in production, programming, organisation, structure or technology that are likely to have significant effects on employees, AaE shall notify the employees who may be affected by the proposed changes.
- c. Significant effects include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or reduction of job opportunities; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs except where the Award/BDA makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.
- d. AaE shall consult with the employees affected and TWU delegate on the introduction of the changes, the effects the changes are likely to have on employees, measures to avoid or reduce the adverse effects of such changes and shall give prompt consideration to matters raised by the employees in relation to the changes.
- e. The discussions shall commence as early as practicable after a definite decision has been made by AaE to make the changes referred to in subclause(b).
- f. For the purposes of such discussion, AaE shall provide to the employees and TWU delegate concerned, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes and any other matters likely to affect employees provided that AaE shall not be required to disclose confidential information the disclosure of which would be harmful to its interest.

## 1.6 UNION TRAINING LEAVE

1.6.1 Leave of absence of up to 5 days per annum may be granted to employees to attend Union training courses or seminars on the following conditions:

- (a) The AaE's operating requirements permit the granting of leave;
- (b) The scope, content and level of the courses are such as to contribute to a better understanding of industrial relations;
- (c) Leave of absence granted under this clause shall be without deduction from ordinary pay (that is, not including shift penalty payments or overtime); and
- (d) Leave of absence granted under this clause shall count as service for all purposes.

1.6.2 Union training courses or seminars include courses which are:

- (a) conducted by or with the support of the ACTU Organising Centre; or
- (b) conducted by or under the auspices of the Transport Workers' Union.

## 1.7 WAGE RATES

The wage rates operative from 1 July 2003 are set out in Attachment B.

## 1.8 NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- a. The employees will not pursue any extra wage claims, whether award or over-award.
- b. The employees will not seek any changes to conditions of employment.

The Agreement therefore is intended to be exhaustive of the terms and conditions of the relevant employment relationship.

## **2. Payment of Wages**

Wages for all employees shall be credited to the employees nominated bank account or credit union on a fortnightly basis.

### **2.1 TRAINING PAYMENT**

#### **2.1.1 SHIFT PENALTY THROUGH TRAINING**

For management approved training, employees will be paid according to the hours worked.

### **2.2 PROBATIONARY EMPLOYMENT**

An employee, other than a casual, employed by AaE shall be employed on a maximum of 13 weeks probation. They are then confirmed as a full-time/part-time employee as from the date of commencement of the probation period. Those who are not made full-time/part-time will have their probationary employment terminated at any time during the probation without eligibility to redundancy payments.

### **2.3 HIGHER DUTIES**

An employee on development training who is being directly supervised or coached shall not receive additional monies.

Where an employee temporarily undertakes higher position responsibilities on any one day he or she will be paid the higher rate of pay for the whole of the working time on that day.

### **2.4 OCCUPATIONAL HEALTH AND SAFETY (OH&S)**

AaE acknowledges its responsibility for providing a safe and healthy working environment. To this end, AaE will provide safe systems of work, ensure that there are no unsafe conditions and provide necessary training and information for employees.

Employees are required to acknowledge their responsibility for working in a safe manner and taking reasonable care of their own and others' safety while at work. Employees will co-operate with AaE initiatives to improve safety and follow all required environmental, health and safety policies and procedures.

## **3. Terms of Employment**

### **3.1 HOURS OF WORK – Ordinary hours of work – as per Award**

Ordinary hours shall be 38 hours per week with no RDO day or 40 hours per week involving a RDO day.

#### **3.1.1 Ordinary hours worked shall be between the hours of 5.00am and 6.00pm Monday to Friday.**

In order to maintain parity with other competitors these spread of hours will be subject to review should there be any changes as a result of negotiations between the TWU and any other companies in the industry that may give them a competitive advantage.

The Company may only alter the spread of hours after full consultation and agreement with the employees and the Transport Workers' Union of Australia, NSW Branch.

#### **3.1.2 Shift workers – as per Award.**

### 3.2 CASUAL EMPLOYEES – CONVERSION RIGHTS

- a) A casual employee, other than an irregular casual employee as defined in part “h” of this clause, who has been engaged by AaE for a consecutive sequence of periods of employment under this Agreement during a period of twelve months will thereafter have the right to elect to have his or her contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. Provided that the employee’s election rights will be to fixed term employment if the employment beyond the conversion process is for a fixed period or to undertake a specific task.
- b) AaE will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of twelve months.

The employee retains his or her right of election under this clause if AaE fails to comply with this paragraph.

- c) Any such casual employee who does not within four weeks of receiving written notice to elect to convert his or her ongoing contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- d) Any casual employee who has a right to elect under part (a) of this clause, upon receiving notice under part “c” of this clause, will within the expiry time given in the notice received under (c) give notice in writing to AaE that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment. Within four weeks of receiving such notice AaE will consent to or refuse the election but will not unreasonably so refuse. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable through the dispute settlement procedure.
- e) Once a casual employee has elected to become and been converted to permanent or fixed term employment, the employee may only revert to casual employment by written agreement with AaE.
- f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with part “d” of this clause, AaE and the employee in accordance with this subparagraph, and subject to clause (d) will discuss and agree upon:
  - (i) which form of employment the employee will convert to; and
  - (ii) the number of hours and the pattern of hours that will be worked.

Provided that the arrangements will be consistent with those that applied during the previous six months, unless the other arrangements are agreed upon between AaE and the employee.

Following such agreement being reached, the employee will convert to either full-time/part-time or fixed term employment.

Where, in accordance with part “d” of this clause, AaE refuses an election to convert, the reasons for doing so will be fully stated to and discussed with the employee concerned and a genuine attempt be made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable through the dispute settlement procedure.

- h) An “irregular casual employee” is one who has been engaged to perform work on an occasional or seasonal basis or to meet peak workloads or on a non-systematic or irregular basis.

The election rights provided by this clause do not apply to irregular casual employees. Casual employees whose hours of work arrangements are outside standard award hours of work

provisions for full-time/part-time and fixed term staff are for the purposes of this clause irregular casual employees.

### 3.3 LABOUR HIRE CASUALS

Casuals from labour hire companies who have more than 12 months continued placement/service with AaE, will be considered along with any other eligible applicants for any suitable full time and part time positions when and if they become available. This will be subject to them meeting the required selection criteria for the relevant positions.

Any new/vacant positions to be filled will be advertised and applicants will be considered and appointed on their merits.

### 3.4 PART TIME EMPLOYEES

Employees available to work on a regular basis, less than 38 hours per week, but not less than 16 hours per week, may be engaged as Part-Time Employees. Each daily engagement shall not be less than 4 hours.

Overtime will be paid for hours worked in excess of the normal hours of duty of an equivalent full time employee.

Part time employees are entitled to pro rata remuneration and conditions (for hours worked), based on the equivalent full time position.

A full-time employee who wishes to convert to part-time employment shall be permitted to do so if AaE agrees and subject to the conditions in this clause. If such an employee transfers from full-time to part-time employment all accrued Award conditions and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment, accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.

It is agreed that the introduction of part-time employees will increase the efficiency of AaE and better match resources to workload. In determining whether part-time should be introduced or numbers increased, AaE would demonstrate the introduction of part-time work:

- (a) addresses the problem of efficiently meeting the schedule and/or handling the peaks and troughs of the sites' workload; and
- (b) is necessary to satisfy the efficient/commercial requirements of AaE.

When a part-time employee exceeds 1560 hours in any one year the parties at the site will review the position and providing there is an on-going business requirement to warrant full time coverage then the position will be made up to full time.

The parties agree to establish a local monitoring framework to review the hours worked by part time employees.

### 3.5 NEW EMPLOYEES

The parties agree that any employee who is engaged by the employer during the term of this Agreement and would have been eligible to be a party to this Agreement at the time of registration had they been employed at that time will become a party to this Agreement. A new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement.

### 3.6 LABOUR HIRE AGENCIES

Employees of Labour Hire Agencies will be paid the same rates of pay for time worked within AaE facilities as if they had been a direct employee of AaE.

### 3.7 OUTSIDE HIRE PROTOCOL

The company will consult with delegates regarding the introduction or expansion of outside hire contractors for periods greater than 3 months on permanent pickup and delivery runs within a defined AaE service area.

### 3.8 ALLOCATION OF OVERTIME AND ROSTERING

Employees covered by the Airport BDA will not be discriminated against in roster and overtime allocation.

Any reports of discrimination will be dealt with in accordance with the company's Anti Discrimination Policy.

### 3.9 TRANSMISSION OF BUSINESS / SUITABLE ALTERNATIVE EMPLOYMENT

(a) Where a business is before or after the date of this award, transmitted from an employer (in this clause called "the transmittor") to another employer (in this clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee;

i. The continuity of the employment of the employee is deemed not to have broken by reason of such transmission; and

ii. The period of employment which the employee has had with the transmittor or any prior transmittor is deemed to be service of the employee with the transmittee, and that such service be recognised for all purposes under this agreement and or award; and

iii. Such an employee will not be entitled to redundancy payments under this agreement.

(b) In this sub-clause "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(c) In any case where an employee is offered suitable alternative employment, whether within the AaE Group or outside it, AaE will have no obligation to afford that employee the redundancy benefits contained in this agreement or in any other instrument.

### 3.10 REDUNDANCY

#### 3.10.1 Definition

Refers to any employment being terminated in which the number of employees exceeds the number who will be required to perform the work.

#### Retrenchment

Refers to termination by the Company of any employee who is made "Redundant".

#### 3.10.2 Process

##### Period of Notice

AaE will provide maximum notice possible, to employees where AaE is to initiate a redundancy program.

Should it become apparent that a redundancy situation will arise then consultation shall take place with employees and officers of the Union.



Should redundancy be necessary, volunteers will be considered subject to the fundamental requirement that AaE must retain employee skills to meet operational needs.

#### Service Payments

A service payment of three weeks ordinary time wages for each year of service and pro-rata for part years.

#### Maximum Payment

The maximum amount payable under this clause as a service payment shall be one year's ordinary time wages.

#### Minimum Service Payment

The minimum service payment to any employee retrenched shall be 3 weeks wages.

#### Notice of Payment

0 to 1 year service	1 weeks notice
1 to 3 years service	2 weeks notice
3 to 5 years service	3 weeks notice
More than 5 years service	4 weeks notice
45 years of age	1 additional week

The notice period may be paid out in lieu at the discretion of the company.

#### Long Service Leave

Payable pro rata after 5 years service

#### Annual Leave

To be paid out with annual leave loading

### 3.11 MATERNITY LEAVE

In addition to the maternity leave provisions outlined in the Transport Industry State Award (NSW) 1996, the company agrees to provide six weeks paid maternity leave.

### 3.12 HARASSMENT FREE WORKPLACE

The company considers any form of harassment, which includes sexual harassment, racial harassment, bullying and victimisation as totally unacceptable behaviour and will not be tolerated under any circumstances in the workplace environment.

In keeping with our legal responsibilities, all reasonable steps will be taken to prevent any form of harassment by ensuring proper standards of conduct are maintained and relevant policies and procedures are followed.

### 3.13 SUPERANNUATION

The company is to contribute on behalf of employees covered by this Agreement a payment as prescribed under the Superannuation Government Guarantee to either Australia Post Superannuation Scheme, TWU Superannuation Fund or other employee approved choice of fund.

### 3.14 SALARY SACRIFICE- (PORTABLE COMPUTER SALARY SACRIFICE SCHEME)

The company agrees to allow all full-time and part time employees to enter into a portable computer salary sacrifice arrangement whereby the purchase price will be sacrificed from pre tax earnings over an agreed period of time.

A portable computer includes a notebook computer, laptop computer or similar items eg palm pilot.

The above provisions will be subject to the employee meeting the Portable Computer Salary Sacrifice procedures to be developed.

### 3.15 UNIFORMS AND PROTECTIVE CLOTHING

Any AaE employee may be required to wear a uniform. Where an employee is required to wear a uniform the uniform, will be supplied by AaE in accordance with AaE policy.

Where necessary AaE will supply all appropriate protective clothing and equipment, which shall be used by the employee concerned in accordance with AaE policy.

### 3.16 HEAVY ARTICLES

The employer shall ensure that hazard identification is undertaken relating to tasks that involve heavy articles. Also develop and adopt preventative measures pursuant to each state or territory legislation.

#### 3.16.1 Training

The employer shall conduct accredited manual handling training as necessary.

#### 3.16.2 Manual Handling

The employee shall not lift a weight that exposes that employee to risk.

Weight limitations to be determined following consultation with the OH&S representative and OH&S Committees.

### 3.17 SICK LEAVE

Duly signed Statutory Declaration will be accepted as evidence of leave taken on account of illness where no certificate of a duly qualified medical practitioner can be provided.

### 3.18 ATTENDANCE MANAGEMENT PROGRAM

During the term of this Agreement, the Company will enter into discussions with the Union to develop an agreed Attendance Management Program.

The program is to be developed and finalised within six months of the Agreement being certified.

### 3.19 RIGHT OF ENTRY

Union officials shall be permitted to enter AaE's premises during working hours subject to the following conditions:

- (a) Reasonable notice be provided to senior management prior to visiting the site and stating the purpose of the visit.
- (b) They contact the senior management representative on arrival.
- (c) They conduct themselves in a manner conducive to maintaining good relationships.

- (d) If AaE alleges that an official is unduly interfering with or creating disaffection amongst employees or is offensive in the method used or is committing a breach of any of the previous conditions, the company may challenge the right of entry, before the NSW IRC.
- (e) The time and wages record shall be open for inspection to a duly accredited official of the Union bound by this Agreement during the usual office hours at the Company's office or other convenient place. Provided that an inspection shall not be demanded unless the Secretary of the Union or the Branch or Sub-branch Secretary or Organiser of any Branch or Sub-branch of the Union suspects that a breach of this Agreement has been or is being committed. Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment.

### 3.20 UNION NOTICE BOARD

The Company shall erect a notice board at the site for the purpose of posting any notice thereon in connection with Union business, such board to be in a suitable location. All notices shall be signed by an Officer of the Union, and notices which are unauthorised or improper will be removed by the Company.

### 4. Signatories

Australian Air Express Pty Ltd Management representative		Transport Workers Union of New South Wales	
Name	D Andreacchio (please print)	Secretary Name	<u>A Sheldon</u> (please print)
Date	<u>20 / 05 / 04</u>	Date	<u>28 / 05 / 04</u>
Witness		Witness	
Name	<u>Melanie Augustine</u> (please print)	Name	<u>G Nightingale</u>
Date	<u>20 / 05 / 04</u>	Date	<u>28 / 05 / 04</u>

## ATTACHMENT A

### AIRPORT LOCATIONS

#### Airport

Brisbane	Dryandra Road Brisbane Airport Qld 4007
Coolangatta	Longa Avenue Billinga Qld 4225
Sydney	Cnr Shiers Ave & Fifth Street Mascot NSW 2020
International Sydney	
	Link Road Mascot NSW 2020
Canberra	Ulinga Place Canberra Airport Pialligo ACT 2609

Melbourne East Street  
Melbourne Airport Vic 3045

International Melbourne

Service Road  
Melbourne Airport Vic 3045

Adelaide Arrival Road  
Adelaide Airport SA 5950

Darwin Sir Norman Brearly Drive  
Darwin Airport NT 0801

Perth Cnr Ross Drive & Boud Avenue  
Perth Airport WA 6105

Airport Facilities are those with direct airside access and performing airside functions.

## **ATTACHMENT B**

### **New South Wales TWU**

#### **Off Airport**

#### **BDA Rates of Pay**

<b>Grade</b>	<b>Effective 1 July 2003 \$ Per Week</b>
Grade 1	561.40
Grade 2	580.69
Grade 3	596.35
Grade 4	606.17
Grade 5	636.65