

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/201

TITLE: **DHL Express Sydney Gateway Enterprise Agreement 2005**

I.R.C. NO: IRC5/1666

DATE APPROVED/COMMENCEMENT: 18 May 2005 / 1 January 2005

TERM: 15

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by DHL International (Australia) Pty Ltd, located at Level 5, 15 Bourke Road, Mascot, employed at the DHL Sydney Gateway site, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: DHL International (Aust) Pty Ltd -&- the Transport Workers' Union of New South Wales

DHL EXPRESS SYDNEY GATEWAY ENTERPRISE AGREEMENT 2005

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This Enterprise Agreement is made on the day of 2005 between:

DHL INTERNATIONAL (AUSTRALIA) PTY LTD of Level 5, 15 Bourke Road Mascot NSW (hereinafter referred to as "DHL" of the one part; and

THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES on behalf of the employees covered by this Agreement.

The parties hereto hereby agree as follows:

1. TITLE

This Agreement shall be known as the DHL Express Sydney Gateway Enterprise Agreement 2005.

2. SCOPE

This Agreement shall apply to all employees of DHL whose classifications are contained herein and who are employed at the DHL Sydney Gateway site.

3. DATE OF OPERATION

This Agreement will come into effect on 1 January 2005, and remain in force until 31 March 2007.

4. AWARD

This Agreement shall be read in conjunction with the Transport Industry (State) Award. Where there is any inconsistency between the Award and this Agreement then this Agreement shall prevail.

5. CONSULTATIVE COMMITTEE

DHL will establish a Consultative Committee at the Gateway site. The role of the committee will be to:

- (i) Review the operation of this Agreement and deal with appropriate operational issues referred to the Committee by the parties.

In this regard it is agreed the Union should not unreasonably withhold its consent for the implementation of change where mutual agreement has been obtained at the worksite.

The Committee will consist of a minimum of:

Three (3) representatives from the workforce (including the delegate).

Three (3) representatives from management.

Appointment to the Committee will be by a process to be agreed between the parties.

6. JOB CLASSIFICATION

This Agreement shall cover all individuals performing the role of Duty Operations Agent, which includes one of the following two classifications:

- 6.1 4 Day Rotating Shift Agent
- 6.2 38 hour per week Shift Agent

7. JOB STATUS

Employment will be on one of the following bases:

- 7.1 Full Time - 4 Day Rotating Shift Agent

A full time employee shall be employed on a 4 shift on 4 shift off rotation. Each individual shift will be 12 hours in duration and will include a 20 minute paid break and 30 minute unpaid break.

- 7.2 Full Time - 38 hour per week Shift Agent

A full time employee shall be employed on a minimum of 38 hours per week worked over any consecutive 5 days Monday to Sunday.

- 7.3 Part Time

A part time employee is employed for less than the ordinary hours per week of a full time employee subject to a minimum of 4 hours per shift and 20 hours per week.

The number of days and hours per week may be changed with 1 weeks written notice. Annual leave, long service leave, and sick leave for part time employees will accrue on a pro rata basis depending on the number of hours worked per week. Clause 18 (Allowances) will also be paid on a pro rata basis depending on the number of hours worked per week.

7.4 Casual

A casual employee is employed on a shift by shift basis with no guaranteed hours per week, subject to a minimum of 4 hours per shift. 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. No other allowances apply to casuals ie clauses 18 (Allowances), 19 (Attendance Incentive), and 20 (Incentive Scheme).

8. HOURS

8.1 The following provisions apply to 4 Day Rotating Shift Agents:

8.1.1 Agents will work in accordance with a four shift x 12 hour roster (excluding meal breaks). These 12 hours are required to be worked as ordinary hours of work.

8.1.2 The ordinary hours in accordance with the roster will be worked in 4 shifts in any consecutive 7 days. This roster includes public holidays which will be worked as ordinary hours. 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.

8.1.3 Agents 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. These penalties and allowances are provided for within the annual salary.

8.1.4 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 the employee, or in the absence of agreement, by DHL giving the employee 8 days written notice of the change.

8.2 The following provisions apply to 38 hour per week Shift Agents :

8.2.1 The ordinary hours of work will be 38 hours per week (excluding meal breaks)

8.2.2 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.

8.2.3 Starting and finishing times and the days of week when ordinary hours are to be worked will be determined by DHL and may be changed by agreement through the consultative committee process between DHL and an employee, or in the absence of agreement, by DHL giving the employee 7 days written notice of the change.

9. MEAL ENTITLEMENTS

Shift agents are entitled to meal breaks as follows:

- (a) All shift agents must take a meal break after five (5) hours of continuous work;
- (b) Employees engaged on a 38 hour week basis (including employees who regularly work ordinary hours on Saturday and Sunday) are entitled to a 30 minute unpaid break each shift.
- (c) Employees engaged on an 12 hour shift basis are entitled to one (1) 30 minute unpaid break and one (1) twenty minute paid break each shift. Payment for these breaks is included in the salary rate for these employees

All 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 Shift agents on a shift by shift basis.

10. PROBATIONARY PERIOD

New employees will initially be employed for a probationary period of three months. During the probationary period, the employee has the opportunity to decide they are satisfied with the job offered by the Company; and they must satisfy the Company that they have the qualities necessary for, and capable of performing, the duties assigned to them at the level required by the Company. Either party may terminate the contract of employment during the probationary period by giving 1 week's notice or payment or forfeiture in lieu of notice.

At approximately two weeks before the end of the probationary period performance will be reviewed with the employee, by their immediate supervisor. If employment with the Company has been satisfactory to the Company and the employee then employment will continue beyond the probationary period. If this is not the case, employment will cease at the end of the probationary period.

For the purposes of existing staff currently in a position as outlined in Clause 6

(Job Classification), this clause will not apply.

11. WAGE RATES

11.1 Definitions

For the purpose of this agreement the following definitions apply to shifts:

"Early shift" is a shift which starts at or after 4.00am and before 5.00am

"Morning shift" is a shift which commences at or after 5.00am and at or before 10.00am

"Afternoon shift" is a shift which commences after 10.00am and at or before 4.00pm

"Night shift" is a shift which commences after 4.00pm and before 4.00am

Note: The rates of pay in this Agreement reflect a 3% increase at the date of commencement of the Agreement and a further 3% increase at the commencement of the second year of the Agreement.

Table 1 - Full Time Shift Agents

4 Day Rotating Shift Agents

(paid monthly)

	As at 1 January 2005 per annum \$	As at 1 January 2006 per annum \$
	50,439	51,952

38 hr per week shift agents

(paid weekly)

Table 2 - Part time Permanent Rate - (paid weekly)

	As at 1 January 2005	1 January 2006
Part Time Permanent Rate	\$15.50 per hour	\$15.965 per hour

Table 3 - Casual Rate (paid weekly)

	As at 1 January 2005	1 January 2006
Casual Rate	\$19.3104 per hour	\$19.8897 per hour

11.2 Shift Work Allowances

38 hour per week shift workers, part time, and casual employees shall be paid the following extra percentages of the rates prescribed:

Early and morning shifts - 12.5%

Afternoon Shift - 17.5%

Night Shift - 30%

Where a 38 hour per week employee (either full time or part time permanent) is rostered to perform ordinary hours on a Saturday, Sunday or Public Holiday then the following loadings shall apply:

Saturday - Time and a half

Sunday - / Public Holiday - Double time

Where a casual employee is rostered to perform work on a Saturday, Sunday or Public Holiday the abovementioned loadings shall also apply to the base rate for the casual employee.

11.3 Special Arrangements

At the date of signing of this Agreement the parties acknowledge that a small number of individual employees have hours/shift arrangements which are at variance with the hours/shift structures provided in this clause.

DHL agrees that it will maintain these individual arrangements during the employment of the individuals concerned at the Gateway site. This will be confirmed in writing to the employees concerned.

12. OVERTIME RATES

12.1 Overtime for all full time and part time employees will be paid at the following rates

Weekend nights (Sat & Sun 1800 - 0600) @ \$38.00 per hour flat rate

Weekend Days - (Sat & Sun 0600 - 1800) @ \$32.00 per hour flat rate

Week nights - (Mon-Fri 1800 - 0600) @ \$34.00 per hour flat rate

Week Days - (Mon-Fri 0600 - 1800) @ \$31.00 per hour flat rate

These overtime rates will be increased by 3% effective 1 January 2006.

12.2 Overtime is paid for each hour worked in excess of ordinary hours

12.3 The base rate for casuals upon which overtime and shift loading rates shall be calculated is \$17.825 per hour.

13. PUBLIC HOLIDAY RATES

13.1 The days on which New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour 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.

13.2 Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with clause 13.1. All other days prescribed in clause 13.1 shall be paid at the rate of time and one half for the actual time worked in addition to the day's pay.

- 13.3 4 Day Rotating Shift Agents are required to work if their roster falls on a public holiday. These are to be worked as ordinary hours and are included in the salary indicated in Table 1. Any overtime performed on a public holiday will be paid at the penalty rate described in clause 13.2 above which rate shall be calculated on the base rate of the employee concerned.
- 13.4 38 hour per week Shift Agents are required to work if their roster falls on a public holiday unless notified in writing by DHL. All hours worked on a public holiday will be paid at the penalty rate described in clause 13.2 which will be calculated on the base rate of the employee concerned.

14. ALLOWANCES

- 14.1 Full time Shift Agents holding the following current licenses / certificates will be paid the below allowance:
- 14.1.1 Forklift license - \$ 30.00 per month (\$6.92 per week)
- 14.1.2 St Johns Ambulance First Aid \$ 40.73 per month (\$9.40 per week)
- 14.2 Full time Shift Agents who hold the following current licenses / certificates and are appointed by DHL to perform associated duties in regards to this license will be paid the below allowance:
- 14.2.1 Truck license - \$ 80.00 per month (\$18.46 per week)
- 14.2.2 Category 2 ASIC pass - \$ 100.00 per month (\$23.08 per week)
- 14.2.3 Dangerous Goods License - \$ 50.00 per month (\$11.54 per week)
- 14.3 Part time employees will be paid the allowances specified in Clauses 14.1, and 14.2 on a pro rata basis.
- 14.4 The allowances above will be paid effective from the date the employee demonstrates to DHL that the license / certificate has been granted to the employee.

15. ATTENDANCE INCENTIVE

Employee attendance is considered important to the productivity of the business. As a consequence DHL will pay an attendance incentive based on the number of sick leave days taken per year. This encompasses all rostered days absent from work excluding annual leave and long service leave. This scheme is based upon a maximum gross lump sum payment of \$1000.00.

Payment of this scheme is on a pro rata basis, contingent upon attendance ie

- Nil days off per annum - \$1000.00 gross
- 1 day off per annum - \$ 800.00 gross
- 2 days off per annum - \$ 500.00 gross
- 3 days off per annum - \$ 300.00 gross
- 4 days + off per annum - \$ Nil

The calculation period begins on January 1st - December 31st in the year of the agreement. This clause applies to full time and part time employees (on a pro rata basis).

16. INCENTIVE SCHEME

All permanent full time employees are eligible for a potential incentive payment between 0% & 10% of the employee's base annual salary.

Payments will be approved and made by the end of quarter 1 of the following year. Employees who cease employment prior to the payment of incentives will not be eligible for an incentive payment.

Incentive payments will be prorated for the number of completed weeks of service on the plan for employees who join during the year. Employees who join after 1 October will not be eligible for an incentive payment in the following year.

All incentive payments are subject to management judgement and discretion regarding performance targets, performance assessment and such other conditions as determined by the company. All incentive payment recommendations require the General Manager's approval.

The company incentive component will be based upon and measured against achievement of the following objectives;

Achieving the "EBITA" budgeted result

Successful attainment of key targets in the Annual Operating Plan

Further development and effective implementation of key business processes / initiatives

These objectives may be modified during the year in accordance with the company's changing priorities.

17. PAYMENT OF WAGES

Wages shall be paid by Electronic Funds Transfer (EFT) into account(s) nominated by the employee. Pay frequency shall be monthly for all full time 4 Day Rotating Shift Agents and paid on or near the 15th of every month. All full time 38 hour per week Shift agents, part time and casual employees will be paid weekly (Thursday).

18. SUPERANNUATION

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

19. ANNUAL LEAVE

- 19.1 Any full time Shift Agent required to work the majority of Sundays as ordinary time throughout the year will be entitled to take 5 weeks annual leave after completing each 12 months' continuous service.
- 19.2 A 4 Day Rotating Shift Agent will accrue annual leave at the rate of 5 weeks per annum in accordance with State legislation.
- 19.3 A 38 hour per week Shift Agent rostered on permanent Sundays will accrue 5 weeks of annual leave per annum. Each day's leave will be worth 7.6 hours.
- 19.4 38 hour per week Shift Agents not rostered on permanent Sundays will accrue 4 weeks of annual leave per annum. Each day's leave will be worth 7.6 hours.
- 19.5 Annual leave is payable at ordinary rates ie without penalties, allowances, or shift allowances. An annual leave loading of 25% is payable in addition to ordinary rates. Shift Agents who are rostered on permanent night shifts will be paid leave loading of 30%
- 19.6 Annual leave is to be taken at a time mutually agreed between DHL and the employee. No employee may commence a period of annual leave before a leave application form has been lodged by the employee and approved by the company. After an employee has lodged a leave application form the company must respond within fourteen (14) days of the date of lodgement of the form. In the absence of

agreement, DHL may nominate when annual leave will be taken by the employee by DHL giving 1 months written notice to the employee.

20. LONG SERVICE LEAVE

The employee is entitled to long service leave on full pay, subject to, and in accordance with , the provisions of the *Long Service Leave Act 1955* (NSW). On request DHL will provide to the employee a summary of the key provisions of this legislation.

21. SICK LEAVE

- 21.1 During the first year of service full time 4 Day Rotating Shift Agents will accrue sick leave entitlement of 5 days ordinary pay (ie without overtime or shift allowance) when 3 months service is completed. After the first year of service the sick leave entitlement is 10 days ordinary pay per year.
- 21.2 During the first year of service full time 38 hour per week Shift Agents will accrue sick leave entitlement of 5 days ordinary pay (ie without overtime or shift allowance) when 3 months service is completed. After the first year of service the sick leave entitlement is 10 days ordinary pay per year.
- 21.3 Sick leave entitlement is cumulative from year to year.
- 21.4 Part-time employees receive sick leave entitlement on a pro-rata basis, whilst casual employees receive a loading in lieu of sick leave entitlement.
- 21.5 In the case of absence from the workplace due to personal ill health the employee shall notify a supervisor by telephone prior to the commencement of shift. If the immediate supervisor is not contactable / available the employee must notify a Duty Manager (SYD). If the Duty Manager (SYD) is not contactable / available the employee must notify the SYD Gateway Manager. The employee shall inform the supervisor of the estimated duration of absence from the workplace. The employee shall also inform the supervisor of the nature of the illness or injury and obtain a medical certificate, if appropriate.
- 21.6 Medical appointments should be scheduled, wherever practicable, outside working hours. If this is not possible then the hours absent will be deducted from available sick leave.
- 21.7 Upon returning to work the employee shall forward a medical certificate to their immediate supervisor in cases where more than one day of sick leave is taken. A medical certificate must be obtained if the employee is ill and away from work, either the day before or after annual leave and before or after a Public Holiday. A medical certificate is required on every occasion beyond the annual entitlement. If these requirements are not complied with, then the employee is not entitled to the payment of sick leave.
- 21.8 An attendance incentive is also paid annually to each full time and part time employee depending on the number of days absent (see Clause 19- Attendance Incentive)

22. CARERS LEAVE

Family/ Carers leave is leave granted to an employee to take care of a member of the employee's immediate family (Spouse, de facto, Child/ren, Mother, Father). An employee may take the leave as a substitute for part of their sick leave.

The maximum amount of family/ carers leave allowed is dependent upon the amount of sick leave the employee may have accumulated.

In the case of absence from the workplace for Carers Leave, the employee shall notify a supervisor by telephone prior to the commencement of shift. If the immediate supervisor is not contactable / available the employee must notify a Duty Manager (SYD). If the Duty Manager (SYD) is not contactable / available the employee must notify the Sydney Gateway Manager.

In all instances the employee must inform their supervisor of the estimated duration of absence from the workplace and obtain a medical certificate.

23. PARENTAL LEAVE

Parental leave encompasses maternity leave, paternity leave and adoption leave. Such leave may be taken in any one of its forms by one of a couple at any one time. This leave is unpaid leave.

Where a male employee is entitled to paternity leave, the maximum period of paternity leave available (52 weeks) is reduced by any maternity leave taken by the man's spouse. Likewise, the maximum period of maternity leave available (52 weeks) is reduced by any period of paternity leave taken by the woman's spouse.

An adopting couple may not take their adoption leave concurrently. The total period of adoption leave taken by an adopting couple must not exceed 52 weeks.

23.1 Maternity leave

Maternity leave is granted as unpaid leave for a limited period. This leave is available to female employees who satisfy the following conditions: (1) a permanent employee who has been employed for 12 months preceding the taking of leave (2) at the time of application for leave the employee is pregnant.

The female spouse must have a minimum of 6 weeks off work after the birth of the baby.

The two characteristics of maternity leave are (1) the leave is for a period varying between six and 52 weeks and (2) the leave is unpaid.

Maternity leave is not compulsory. An employee may choose not to apply for maternity leave and instead prefer to take accrued leave.

It is essential when applying for leave that the following steps are followed:

Employee to provide manager written notice not less than 10 weeks prior to the presumed date of the birth;

Employee to provide a medical certificate certifying the pregnancy;

Employee to provide written notice to manager not less than four weeks preceding the date upon which she proposes to commence maternity leave, stating the period of leave to be taken together with a statutory declaration detailing any paternity leave to be taken by spouse;

Manager to provide written notice to the employee of not less than 14 days before the date from which they may require the employee to commence maternity leave;

Variation of the period of leave (lengthening or shortening) is restricted and requires 14 days written notice by the employee to manager;

Employee to provide written notice to manager on leave when the pregnancy terminates other than by the birth of a living child (then the manager is obliged to employ the person within four weeks of that notice if the employee so requests);

Employee to provide written notice to manager not less than four weeks prior to the expiration of the period of maternity leave indicating the intention of returning to work.

An employee will not be in breach of the notice period (4 weeks) if the baby is born earlier than the presumed date.

23.2 Paternity leave

Paternity leave is unpaid leave to enable employees who are fathers to spend time taking care of the child.

The female spouse must legally have a minimum of 6 weeks off work after the birth of the baby.

Permanent male employees who have had at least 12 months continuous service prior to the date of commencing leave are entitled to paternity leave. Employees who would like to take paternity leave must apply for it. They must provide a statutory declaration stating that they are the child's primary care-giver and any period of maternity leave sought by the spouse.

The employee must produce a medical certificate stating the name of the spouse, that the spouse is pregnant along with the due date, or stating the date on which the birth took place.

Maternity leave by the spouse can not be taken at the same time as paternity leave.

An employee returning to work from a period of extended paternity leave must give DHL at least four weeks notice of his intention to return to work.

23.3 Adoption leave

Adoption leave is unpaid leave available to male and female employees who are in the process of adopting, or who have recently adopted a young child. An employee must have had at least 12 months service prior to the leave in order to qualify for the leave and may not take adoption leave concurrently.

The employee must produce a statement from the appropriate body providing details of the adoption.

There are two types of adoption leave:

1. Short adoption leave - unbroken period of up to three weeks at the time of placement of the child.
2. Extended adoption leave - unbroken period of up to 52 weeks (less any adoption leave taken and any adoption leave taken by the employee's spouse) in order to care for the child.

Adoption leave can also apply where a person takes custody of a young relative. It does not however apply where the employee takes custody of a child or stepchild of the employee or a child who has previously lived with the employee for more than six months.

The employee must give at least 10 weeks notice of any proposed period of extended adoption leave. The employee may then proceed on extended adoption leave. An employee returning from extended adoption leave must give at least 4 weeks notice of their intention to return to work.

24. BEREAVEMENT LEAVE

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

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

Domestic - Maximum of 2 days leave without loss of pay on the death of a member of the employee's immediate family member (Spouse, Defacto, Child/ren, Mother, Father, Grandparent, Grandchild, same sex partner) or another member of the employee's household.

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

25. JURY SERVICE

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

All permanent employees are entitled to jury service leave.

As soon as the employee knows of his/ her call for jury service he must notify their Supervisor. An employee on jury service is required to give DHL proof of his/ her attendance at court. The amount paid to the employee by the Court must be declared to DHL so that payment can be deducted from the employee's subsequent pay.

26. BLOOD DONOR LEAVE

- 26.1 An employee who is absent for a period that they would ordinarily be working for the Company for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 26.2 An employee taking the leave referred to in sub-clause 26.1 shall arrange for his/her absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of his/her ordinary working hours. Any absence by the employee without the prior approval of the Company will disentitle the employee to the protection of this clause.
- 26.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished to the satisfaction of the Company.

27. RELATIONSHIP TO COMPANY POLICY AND PROCEDURES

This agreement is supported by policies and procedures determined by the company to provide guidelines for the administration of the employment relationship. All employees must abide by these policies as a condition of employment.

28. TERMINATION

DHL may terminate the employment of an employee by giving notice in accordance with the following scale:

Employee's period of continuous service with the employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Except as otherwise provided in this Agreement a worker may terminate their employment by giving DHL the same notice.

Notwithstanding the above, DHL may terminate the employment of an employee without notice or payment in lieu for serious misconduct.

The process for termination is contained within the DHL Guidelines for disciplinary procedures, which may vary from time to time to reflect current legislation and practice.

29. REDUNDANCY

- 29.1 With the acceptance and implementation of this agreement, it is agreed that there will be no enforced redundancies as a result of any improved working practices resulting from the agreement process.
- 29.2 In the event of measurable and serious downturns in the marketplace which may impact on labour requirements, DHL will consult with the employees affected. DHL reserves the right to apply management strategies as it is considered appropriate, which as a last resort may include redundancies.
- 29.3 Redundancy is always seen as the last resort. It is preferable for DHL to retain skills and experience through a process of redeployment.

29.4 In the event of redundancies occurring the consultative committee will convene to discuss the process of redundancy.

29.5 If redeployment is not possible employees will receive payment for the notice period and all annual and long service leave entitlements. In addition the following amount of severance pay will apply in respect of continuous periods of service:

Period of Continuous Service	Severance pay if under 45 years	Severance pay if 45 or over
Less than one year	Nil	Nil
More than 1 > than 2 years	4 weeks pay	5 weeks pay
More than 2 > than 3 years	7 weeks pay	8.75 weeks pay
More than 3 > than 4 years	10 weeks pay	12.5 weeks pay
More than 4 > than 5 years	12 weeks pay	15 weeks pay
More than 5 > than 6 years	14 weeks pay	17.5 weeks pay
6 years and more	16 weeks pay	20 weeks pay

"Weeks pay" means the ordinary time rate of pay for the employee concerned.

30. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in place where visible and accessible to all parties covered by the Agreement.

31. GRIEVANCE AND DISPUTES PROCEDURE

31.1 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; Note: the employee may seek representation from the delegate or the union at the discretion of the employee.
 - (iii) If the matter is not resolved during such discussions, either party may refer the matter to the Industrial Relations Commission of New South Wales; and
- (b) 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.

32. ANTI DISCRIMINATION

The parties to this Agreement agree that:

it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at the enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin: and

- (a) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (b) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination legislation applicable in New South Wales.

33. TRAINING

33.1 Preamble

- (a) This clause establishes the conditions upon which employees may undertake training. The enhancement and acquisition of work-related skills through appropriate training both in-house and external, is an important component of any employee's career development and overall work performance.

The parties to this Agreement recognise that training provides a long-term Benefit to both the individual employee and DHL. Through training, the Individual employee has the ability to enhance skill development providing him/her with career development opportunities not only within DHL but also outside in the wider community.

- (b) Utilisation of Skills

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

Employees shall perform a wider ranger of functions and duties including work which is incidental or peripheral to their main task or functions.

Employees shall perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel. In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task are maintained.

33.2 Company Initiated Training

- (a) Induction Training

DHL provides a comprehensive induction program for new employees. That program covers such matters as OH&S, hazard identification, security issues, awareness of company policies etc.

- (b) Employees shall undertake training and re-training required by DHL.

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

- (c) DHL will pay all costs associated with training whether it is formal, internal, external or on the job. If DHL pays for licenses or external training and the employee resigns within 6 months then DHL may choose to recoup this cost from the employees termination payment

33.3 Employee Initiated Training

DHL provides a range of training options that employees may access in order to develop their business skills and also to obtain personal development. These options include:

- (a) Access to web based courses. Access to the web can be gained by an employee at home or at work as authorised by the Company.
- (b) Access to a library of books, videos and audio resources that are made available for employees are on a loan basis through the learning and development department.
- (c) The ability of an employee to request specific internal or external training courses which will be made available subject to the needs of the business and the employee making an appropriate formal application.

Financial support may be provided by DHL where an employee takes approved leave to study a specific course entailing formal qualifications and which qualifications relate to the career path of the employee within DHL.

Signed for and on behalf of DHL INTERNATIONAL
(AUSTRALIA) PTY LTD
in the presence of:

Signed for and on behalf of the TRANSPORT WORKERS
UNION OF NEW SOUTH WALES
in the presence of: