

AG842451 PR962510

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

TNT Australia Pty Limited t/as TNT Express

and

**Australian Municipal, Administrative, Clerical and Services Union
(AG2005/5773)**

TNT EXPRESS VICTORIAN CUSTOMER SERVICE AGREEMENT 2005

Private transport industry

COMMISSIONER TOLLEY

MELBOURNE, 21 SEPTEMBER 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 21 September 2005 and shall remain in force until 31 December 2007.

BY THE COMMISSION:



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TNT Express Victorian Customer Service Agreement 2005

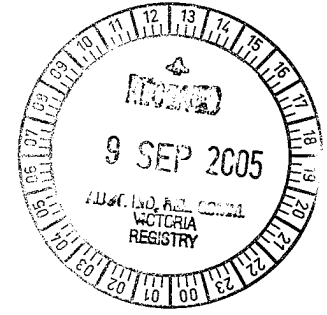


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1 Title

This agreement shall be known as the "TNT Express Victorian Customer Service Agreement 2005"

2 Definitions

"Act" means the *Workplace Relations Act 1996*, as amended

"Agreement" means this agreement, i.e. the TNT Express Victorian Customer Service Agreement 2005

"Award" means the Clerks (Road Transport Industry) Award 2002

"Commission" means the Australian Industrial Relations Commission or any successor thereof

"employee" means a person employed by TNT Australia Pty Limited in a classification contained in Schedule 1, under the terms of the Award and to whom this Agreement applies and who performs work at the Victorian Customer Service Centre

"employer" means TNT Australia Pty Limited (ABN 41 000 495 269)

"Parties" means TNT Australia Pty Limited (ABN 41 000 495 269) and the Australian Municipal Administrative Clerical and Services Union

"Victorian Customer Service Centre" means the Customer Service facilities in Victoria.

"union" means the Australian Municipal Administrative Clerical and Services Union

3 Parties Bound and Application

(a) This Agreement binds:

- (i) TNT Australia Pty Limited (ABN 41 000 495 269); and
- (ii) employees, as defined in clause 2 of this Agreement; and
- (iii) the Australian Municipal Administrative Clerical and Services Union in its own right and on behalf of its various branches and affiliates.

(b) This Agreement applies to an employee, as defined in clause 2 of this Agreement whose classification is contained in Schedule 1.

(c) This Agreement has application only to the Victorian Customer Service Centre, as defined in clause 2 of this Agreement.

4 Operation of Agreement

- (a) This Agreement commences operation from the date of certification by the Commission and expires on 31 December 2007.
- (b) Except as otherwise provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award this Agreement shall prevail.

5 The Employer's Business and Duties of Employees

The employer's business is that of time sensitive freight and transport and associated activities. It is acknowledged by the employees that, in order to protect the employee's security of employment, the employer must manage the business and maintain high standard of service to clients which achieves full, efficient and profitable utilisation of plant, equipment and other resources. As a consequence it shall be the normal duty of an employee to assist in any work in connection with the employer's business as reasonably required by the employer in line with the employee's skill and classification.

6 Rates of Pay

- (a) In accordance with the provisions of this clause, the employer shall pay employees covered by this Agreement the rates of pay contained in Schedule 1.
- (b) Transitional Arrangements

The transitional arrangements to this Agreement are set out below and will apply from the first pay period commencing on or after 1 July 2005:

- (i) Upon the commencement of this Agreement, an employee engaged as a CS Representatives Frontline (Bookings) and CS Representatives Frontline (Customer Enquiries) will transition to the salary point for that classification shown in Table A of Schedule 1 of this Agreement.
 - (ii) Upon the commencement of this Agreement, employees engaged as CS Representatives Support will transition to the salary point for that classification shown in Table A of Schedule 1 of this Agreement.
 - (iv) Upon the commencement of this Agreement, employees engaged as Service Coordinators will transition to the salary point for that classification shown in Table A of Schedule 1 of this Agreement.
- (c) Preserved Rates for Frontline
 - (i) In the case of an employee who is paid a rate of pay that is higher than the rate provided for by this Agreement for his/her classification, the increases to the rates of pay contained in subclauses (b) and (d)

of this clause shall not apply. The employee's rate of pay at the time of making of this Agreement ("preserved rate") will be increased to include payment at the current hourly rate for 2 hours additional work per week, plus inclusion of the appropriate Annual Leave Loading. This rate of pay will be maintained.

- (ii) An employee who has a preserved rate shall not be entitled to further increases in the rate of pay until such time as the rates provided for in this Agreement, for the applicable classification, exceed the employee's preserved rate.

(d) **Salary Progression**

- (i) Progression arrangements for CS Representatives in Frontline (Customer Enquiries), CS Representatives Support and Service Coordinators are set out below and will apply from the operative dates indicated in the relevant Table of Schedule 1 to this Agreement:

A. Employees who are appointed CS Representative Frontline (Bookings) and complete the Certificate III & IV Customer Contact will progress to CS Representative Frontline (Customer Enquiries) at the first appropriate pay period increase.

B. The employer shall pay CS Representatives Frontline (Bookings) the salary shown in Schedule 1 to this Agreement for this classification from the operative date indicated in each Table.

7 Payment of Salaries

Salaries will be paid weekly by direct electronic funds transfer to a bank, credit union or other financial institution account.

8 Hours of Work

- (a) A fulltime employee's ordinary hours of work shall be 38 per week plus 2 hours additional each week Monday to Friday between the hours of 7.00am and 8.00pm inclusive.
- (b) Rates of pay detailed in Schedule 1 of this Agreement have been calculated to include the additional 2 ordinary hours each week referred to in subclause (a) of this clause.
- (c) Hours shall be worked on the basis of 8 hours per day plus a half hour unpaid lunch break. The provisions of the Award relating to Rostered Days Off do not apply to employees covered by this agreement.
- (d) Consultation will occur to ensure that where possible permanent employees will be given preference in the nomination of their shift. An employee's ordinary hours of work for any one day or days may be varied from the formal roster established providing the employee is given 24 hours notice or by mutual agreement.

- (e) (i) The parties agree that all employees will be at their workstation in preparedness to begin the day's work at their scheduled starting time.
- (ii) Any agreed absence by an employee from designated duties during the course of the day, will (where requested) and operationally practicable, be made up so as to ensure the employee works and is paid for eight ordinary hours. An agreed absence can include medical appointments or other engagements as agreed with the employer.
- (iii) Employees will commence duties at the commencement of their scheduled starting time, and shall cease their duties upon completion of actual work tasks. The parties agree that upon the completion of an employee's normal day's duties, the employee shall promptly clock off and end their shift.

9 Annual Leave Loading

Annual Leave Loading is incorporated in the hourly rate of pay and will not be paid as a separate payment.

10 Overtime

- (a) Except as otherwise provided by this Agreement, the overtime provisions contained in the Award will apply.
- (b) Part time employees work fixed hours on fixed days each week. Where a part time employee works additional hours or days at the direction of the employer, such additional time up to the equivalent number of hours worked by full time employees in any one week shall be paid at ordinary rates and any times worked in excess of these hours in any one week shall be treated as overtime in accordance with subclause (a) of this clause.

11 CASUAL EMPLOYEES

- (a) Clause 14.3.3, 14.3.4 and 14.3.7 of the Award shall not apply to casual employees and in lieu the following shall apply and be read as part of clause 14.3 of the relevant Award and in conjunction with the Award:
 - (i) Casual employees may be required by the Employer to work up to 40 hours per week.
 - (ii) Hours worked in excess of 8 hours per day and 40 hours per week shall be paid at overtime rates pursuant to the Award.
 - (iii) A casual employee while working ordinary hours, shall be paid on an hourly basis one fortieth of the appropriate weekly wage rate prescribed by the Agreement, plus 20% of ordinary time earnings for the work performed.

- (iv) A minimum payment of three hours pay at ordinary time is to be paid, after deducting any unauthorised absence from the employee's nominated starting time.
- (b) The Employer commits that it shall not use this clause with the intention of casualising its customer service workplace.
 - (i) Where a casual employee works regular and consistent hours on each weekday for 6 months continuously, the employer shall convert such employee to a permanent weekly employee, subject to the parties mutually consenting to do so. The employer commits not to organise its labour with the intention of avoiding its obligations under this paragraph.
 - (ii) In spite of paragraph (i) of this subclause, paragraph (i) shall not apply in circumstances where a casual employee is employed to replace an employee on paid or unpaid leave.

12 Dispute Settlement Procedure

(a) Intention

It is the intention of the Parties that all disputes shall be promptly resolved by conciliation in good faith and without disruption to work. Accordingly the employees, the union and the employer undertake to take all necessary steps to ensure that delegates, Officers, officials, employees / union members, executives and management follow the Procedure as set out herein. The Parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to dispute.

(b) The Procedure

- i) In the first instance an individual employee or group of employees shall raise their grievance with the Team Leader.
- ii) In the event of a dispute or difficulty remaining unresolved, the union delegate and the site management shall immediately confer and shall attempt to resolve the matter without delay.
- iii) If no agreement is reached, a union Organiser shall discuss the matter in dispute with the Sydney Customer Service Manager (or other manager nominated by the employer).
- iv) If the forgoing steps fail to resolve the issue within reasonable time, the matter in dispute shall be referred by either party to the Commission for resolution by conciliation, and if necessary, to be determined by arbitration.

(c) Right to Refer to the Commission

The above steps shall not preclude reference to a dispute to the Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission shall retain its discretion to refer the parties

back to a continuation of this procedure where the Commission considers that course appropriate.

(d) **Continuity of Work**

While the Parties attempt to resolve the matter(s) in dispute, work will continue as directed by the employer and shall continue without interruption.

(e) **Preservation of Rights**

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

(f) **Procedures and Obligations**

The procedures and obligations contained herein shall be equally binding on the Parties to this Agreement. The decision of the Commission in respect of proceedings instigated under this clause shall be accepted and adhered to by the Parties, subject to their rights under the Act.

13 Superannuation

- (a) For all fulltime or part time or temporary employees the required level of superannuation contributions will be allocated to either the TNT Group Superannuation Plan or CARE to meet the employer's obligations under the Commonwealth Government's Superannuation Guarantee Charge legislation.
- (b) For casual employees the required level of superannuation contributions will be allocated to CARE to meet the employer's obligations under the Commonwealth Government's Superannuation Guarantee Charge legislation.

14 Probationary Employment

New employees will serve a probationary period during which time either the employer or the employee may elect to terminate their employment on one weeks notice for any reason. The employee's performance will be evaluated against the position requirements within three months. In some instances this probationary period may be extended in writing within the three months, by a further period of one month.

15 Sick Leave

This clause shall operate in lieu of clause 27 of the Award:

- (a) Any employee other than a casual employee who is absent from duty as a result of personal ill health or accident shall be entitled to sick pay as follows:-
- (i) During the first year – 5.33 hours ordinary pay for each complete month of service;
- (ii) During any subsequent year of service – 64 hours ordinary pay

Provided that in either case such employee produces or forwards within 48 hours of the commencement of such absence evidence satisfactory to the employer (which may include a medical certificate from a duly authorised practitioner in the case of single day absences in excess of two days per year) that his or her non-attendance was due to personal ill health or accident necessitating such absence. Provided further that two single day absences per year may be taken without the necessity to provide a doctor's certificate or statutory declaration.

- (b) An employee shall, as early as practicable and by normal commencement of the employee's rostered shift, inform their Team Leader or Manager of his or her inability to attend for duty and as far practicable, state the nature of illness or injury and estimated duration of the absence.
- (c) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's compensation. Provided however, that the employer shall pay to an employee who has a sick leave entitlement under this Clause the difference between the amount received as worker's compensation, and full pay in respect of any period in which the employee is not entitled to accident pay. If the employer pays such difference the employee's sick leave entitlement shall be proportionately reduced.
- (d) If the sick leave as prescribed in subclause (a) of this clause is not taken in any year, it shall, provided an employee remains in the service of the employer or any successor of the employer, be cumulative from year to year.


16 No Extra Claims

- (a) The Parties bound by this Agreement intend this Agreement to be a closed agreement and that it covers all matters pertaining to rates of pay and conditions and claims that could be included in a certified agreement during its nominal period. They further agree that no other claims (whether award or over award) that could be included in a certified agreement shall be made by the union, the employees (or any other person on their behalf) prior to the nominal expiry date of this Agreement.
- (b) For the avoidance of doubt, it is agreed that up to the nominal expiry date of this Agreement:
 - (i) the union and the employees bound by this Agreement (or any other person on their behalf) will not pursue any extra claims, either award or over award, and will not seek any changes whatsoever to conditions of employment of the employees; and
 - (ii) neither the union nor the employees nor any person bound by this Agreement will engage in or seek to engage in protected action pursuant to section 170ML of the Act, in relation to the performance of any work covered by this Agreement.
- (c) It is further agreed that the award provisions of this agreement operating at the date of certification will remain in place during the term of this agreement.

17 Signatures

Executed as an agreement:


SIGNED by TNT Australia Pty Limited)
ABN 41 000 495 269 pursuant to section)
127(1) of the Corporations Act 2001:)



Secretary
H.E. CHAPMAN

Name of Secretary

Date: 8.9.05

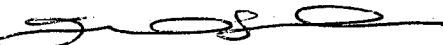


Director
R. CORCORAN

Name of Director

Date: 8.9.05

SIGNED by the AUSTRALIAN MUNICIPAL
ADMINISTRATIVE CLERICAL AND
SERVICES UNION:



Secretary
INGRID STITT

Name of Secretary

Date: 2.9.05

SCHEDULE 1

TABLE A

| Classification | Commencing Salary \$ per annum Effective from first pay period commencing on or after 1.7.2005 |
|---|---|
| CS Representative Frontline (Bookings) | 35,057 |
| CS Representative Frontline (Customer Enquiries) | 35,057 |
| CS Representative Support | 35,700 |
| Service Coordinator | 38,400 |

TABLE B

| Classification | Commencing Salary \$ per annum Effective from first pay period commencing on or after 1.1.2006 |
|---|---|
| CS Representative Frontline (Bookings) | 35,256 |
| CS Representative Frontline (Customer Enquiries) | 36,414 |
| CS Representative Support | 37,485 |
| Service Coordinator | 40,300 |

TABLE C

| Classification | Commencing Salary \$ per annum Effective from first pay period commencing on or after 1.1.2007 |
|---|---|
| CS Representative Frontline (Bookings) | 37,019 |
| CS Representative Frontline (Customer Enquiries) | 38,235 |
| CS Representative Support | 39,359 |
| Service Coordinator | 42,300 |