



DHL SUPPLY CHAIN TRANSPORT SOLUTIONS – NSW ENTERPRISE AGREEMENT 2024

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1. Title of Agreement

1.1 This Agreement shall be known as the DHL Supply Chain Transport Solutions – NSW Enterprise Agreement 2024.

2. Parties to Agreement

2.1 The parties to this agreement are:

- a) DHL Supply Chain Pty Limited (“the Company”, “the employer”);
- b) All employees of the Company in the state of New South Wales which fall within the jurisdiction of the Road Transport and Distribution Award 2020 (the “Award”) or its successor other than employees that would be covered by any other Enterprise Agreement of the Company including but not limited to the Cameron Interstate New South Wales Enterprise Agreement 2022-2026; and
- c) The Transport Workers Union of Australia (“union” or “TWU”).

2.2 It is further agreed that all of the terms of the Award, as amended from time to time, are incorporated into this Agreement provided however, that where a clause of this Agreement is inconsistent with a clause of the Award in part or in whole, the clause in this Agreement shall prevail to the complete exclusion of the Award clause.

3. Relationship to Parent Award

3.1 The general terms and conditions of employment of persons covered by this Agreement shall be those prescribed by the *Road Transport and Distribution Award 2020* or its successors.

3.2 Provided that it is a term of this Agreement that the provisions of this Agreement shall apply to the extent of any inconsistency with the *Road Transport and Distribution Award 2020* or its successors.

4. Coverage of Agreement

4.1 This Agreement outlines the conditions of employment for employees within the Company’s Transport sector in the state of New South Wales that perform transportation and delivery/pick up of products, warehousing, distribution, and other related support functions.

5. Duration of Agreement

5.1 This Agreement shall come into operation seven (7) days after it has been approved by the Fair Work Commission (“FWC”) and shall have a nominal term until 3 August 2026 and thereafter will continue to operate unless rescinded or replaced.

6. Relations to the National Employment Standards

6.1 This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall apply.

7. Qualifying Period of Employment

- 7.1 All new employees, with exception of a casual, shall be employed on a qualifying period of six (6) months.

8. Employee Medical Checks

- 8.1 The Company may require any person seeking employment with the Company or any employee during their employment with the Company to undergo a medical examination.
- 8.2 The Company shall not disclose the results of the medical examination to any third party without the written consent of the employee.
- 8.3 The Company shall pay for the cost of the medical examination and where it directs an employee to undergo a medical examination, they shall be paid for the time of their attendance at the examination at their ordinary time rate of pay.
- 8.4 The Company may require employees to undergo medical checks for, but not limited to, one or more of the following reasons:
- a) Any annual testing required in relation to vehicle and or equipment licenses such as Dangerous Goods;
 - b) Determine whether the employee has been under the influence of drugs or alcohol whilst at work.
- 8.5 An employee who refuses to participate in a required medical check shall not be entitled to report to duty or be paid until the medical examination has been done.

9. Employment Categories

- 9.1 The Company shall notify all employees, in writing, no later than the date that they commence work with the Company, of their employment status. Employees may be engaged on Full Time, Part Time, Fixed Term or Casual daily basis.
- 9.2 The letter of appointment should specify their classification and wage rate, under this Agreement, whether they are being appointed as part of the regular workforce, or for a specified period of time, under the terms of this agreement. Where no such letter has been provided to the employee, they shall be deemed to be a Casual employee and paid as such.
- Full Time
- 9.3 Is an employee who is part of the Company's regular workforce who is required to work 38 hours per week and may be required to work such additional periods of reasonable overtime as is necessary to perform their tasks.
- Part Time
- 9.4 Is an employee, who is part of the Company's regular workforce, who normally work's less than 38 hours per week, who may from time to time, be required to work such additional periods up to or 38 hours or to work reasonable overtime over 38 hours, as is necessary to perform their tasks.
- Specified Period of Employment
- 9.5 Is an employee who is engaged on either a full time or part time basis for a period of time of up to 12 months and who, at the end of their specified period of employment has no entitlement or expectation of ongoing employment.

9.6 The Company may offer additional periods of specified employment to the employee upon the completion of a prior period of engagements. All offers of specified engagement shall be in writing and will state the period of employment offered.

9.7 An employee who accepts employment for a specified period of employment shall receive the same entitlements as a regular employee under this agreement, depending on the number of ordinary hours of work performed per week.

Casual

9.8 A casual is an employee whose employment is by the day. A casual employee may be rostered to work when needed by the Company to ensure its customer service standards are met.

9.9 A casual employee is not entitled to the following benefits under this Agreement:

- a) Public Holidays
- b) Annual Leave
- c) Sick Leave
- d) Termination of Employment
- e) Notice Requirements

9.10 A casual employee shall be paid at the rate of 1/38th of their relevant classification's weekly rate under this Agreement, plus a 25% casual loading in lieu of receiving annual leave, sick leave, notice pay, and redundancy pay. In the event that the casual loading is changed in the Award during the life of this Agreement, then the casual loading will be adjusted accordingly in line with the Award.

9.11 So as to avoid any doubt, the 25% casual loading is paid in lieu of all of the entitlements expressed in subclause 9.9 above and the casual employee must repay any overpayments in the event that a court declares that such employees are permanent employees.

10. Personal Leave

10.1 An employee is entitled to take 2 single days in any 12 month period, without having to produce a medical certificate to the Company, provided that they have personal leave entitlements to cover the absence and they have notified the Company of their absence from work as soon as practicable (which may be a time after the leave has started).

10.2 An employee may have any other time off from work that they are entitled to under personal leave on the production of a medical certificate and provided they have notified the Company of their absence from work as soon as practicable (which may be a time after the leave has started).

10.3 An employee whose absence is likely to be longer than 24 hours, shall inform the Company of the likely length of their absence and if that expected time period vary from that informed to the Company, to advise the Company of the revised absence period.

10.4 An employee is entitled to ten (10) days' Personal (Sick) Leave per annum as provided under the *Fair Work Act 2009* (Cth).

10.5 Any unused personal leave entitlements shall accumulate to the credit of the employee, but no personal leave is payable on termination of employment.

10.6 Personal leave entitlements will be printed on each weekly payslip.

11. Compassionate Leave

- 11.1 An Employee will be entitled to a maximum of five (5) standard days leave without loss of pay on each occasion, and upon production of satisfactory evidence:
- a) A member of the Employee's immediate family or household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. passes away.
 - b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - c) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 11.2 When an Employee takes paid compassionate leave, the Company must pay the Employee the amount of ordinary hours the Employee would have worked had the Employee not been on compassionate leave.
- 11.3 The term immediate family includes:
- a) Spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
 - b) Child or an adult child (including an adopted child, a step child, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

12. Grade Classification Structure and Rate of Pay

- 12.1 This clause sets out the Company's classification structure. The structure is intended to be applied in a flexible way.
- 12.2 The classifications structure for this Agreement is that contained in the Award. That classification structure will apply to every employee covered by the Agreement and the employee will be paid the grade applicable to that employee based on the type of work they undertake or the vehicle they are required to drive.
- 12.3 The rates of pay contained in this Agreement shall commence on the first full pay period on or after the Agreement is approved in accordance with clause 5.1 and each subsequent year for the life of this Agreement.
- Rates of pay once EA is ratified
- 12.4 The following rates of pay will apply from the first pay period after 4 August 2024.

Classification	Rate of Pay 2024
Transport Worker Grade 1	\$31.65
Transport Worker Grade 2	\$32.66
Transport Worker Grade 3	\$33.42
Transport Worker Grade 4	\$34.01
Transport Worker Grade 5	\$35.77
Transport Worker Grade 6	\$36.99
Transport Worker Grade 7	\$37.53
Transport Worker Grade 8	\$39.47

Week Commencing 4 August 2025

- 12.5 The rates of pay, as set out in clause 12.4 will increase by 3% or Consumer Price Index (CPI All Groups - NSW) as published in the preceding quarter by the Australian Bureau of Statistics, whichever is greater, on the condition that the increase will be capped at 4% if the relevant CPI figure is above 4%. The increase in rates of pay under this clause shall apply from the first pay period in the week commencing 4 August 2025.

13. Allowances

Travel Allowance

- 13.1 An employee required to travel from their home overnight on Company business shall have all reasonable accommodation and travel expenses reimbursed on the production of written receipts to prove expenditure claimed.

Higher Duties Allowance

- 13.2 An employee required to perform the work of another employee of a higher classification and performs those duties shall be paid the higher rate of pay for the entire period that they were required to so work during that shift.

Money Handling Allowance

- 13.3 The money handling allowance provisions of the Award shall not apply to employees who are covered by this Agreement.

Tug / Shunt Allowance

- 13.4 If working as a tug or shunt driver an allowance of \$30.00 per day is payable, provided that the employee does a minimum of 4 hours of tug or shunt work on the day.

Meal Allowance

- 13.5 Meal allowances will be payable as per the Award.

14. Air Liquide Contract Employees Only

Allowances

- 14.1 In addition to clause 13 - Allowances as applicable, the following allowances, as set out in this clause shall only be payable to those employees, covered under this Agreement, who are employed by the Company to carry dangerous good on behalf of Air Liquide Australia.

Dangerous Goods Allowance:

- 14.2 An employee required to transport dangerous goods will be paid a Dangerous Goods allowance ("DG") as follows:
- a) When carrying bulk DG, \$33.00 per day in 2024 and \$40.00 per day in 2025; or
 - b) When carrying packaged DG, \$20.00 per day.
- 14.3 The allowance described in this clause above is paid in substitution of any allowance payable pursuant to clause 19.3(f)(i) of the Award and is not subject to any increase for the life of this Agreement provided however, if the DG allowance set out in the Award increases above \$30.00 per day, the allowances set out in subclause 14.2a) and 14.2b) will be increased by the same percentage difference.
- 14.4 All PAG drivers will move from Grade 4 to Grade 5 from the date when this agreement comes into effect.

- 14.5 PAG driver required to operate a crane/Moffett will be paid a daily allowance of \$10

Training Allowance for Bulk Drivers:

- 14.6 A qualified employee who is not a leading hand who conducts training of a new or existing driver, will be paid a training allowance of \$20.00 per day.

Leading Hand Allowance – Bulk:

- 14.7 A Bulk Leading Hand will be paid \$125.00 per week which amount includes payment for training new or existing drivers.

Leading Hand Allowance – Packaged:

- 14.8 A Packaged Leading Hand will be paid \$75.00 per week

Overnight Allowance:

- 14.9 In a Vehicle: A driver requiring to stay in their vehicle overnight will be paid an allowance of \$110.00 per night.
- 14.10 Other than in a Vehicle: driver required to stay overnight in accommodation other than their vehicle will be paid an allowance of \$40.00 per night.

Start Times

- 14.11 Notwithstanding the provisions of clause 22 - Rostering – Non-shift Work and 30 - Limitation on Driving Hours of the Agreement, in circumstances where an employee is required to change their start time ("amended start time") in accordance with the provisions of clause 22.3 and the employee is unable to start at the amended start time and accordingly is delayed for operational reasons caused by the Company, for example, but not limited to, vehicle break down, the employee will in any event, be paid from the employee's amended start time.

15. Asahi Beverages Contract Employees Only

- 15.1 All employees covered under this Agreement, will move from grade 4 to grade 5 from the date when this agreement comes into effect. The rates of pay contained in this Agreement shall commence on the first full pay period on or after the Agreement is approved.

16. Superannuation

- 16.1 All Company employees covered by this agreement shall have their superannuation entitlements paid to the Transport Workers Superannuation Fund. Employer contributions will be forwarded to the superannuation fund in accordance with the Superannuation Trust Fund Deed. This fund is the default fund in the event that an employee does not provide details of their superannuation fund.
- 16.2 Superannuation payments provided for under this agreement will increase from time to time in accordance with the schedule of Occupational Superannuation Payments provided for by the Superannuation Guarantee Levy, as varied from time to time.
- 16.3 In the event that an employee wishes to elect a superannuation fund of their choice, then the employee must supply the necessary information to the pay office. Provided that the elected superannuation fund is compliant with the *Superannuation Guarantee (Administration) Act 1992* (Cth) (or any subsequent applicable amending legislation), then the Company will pay contributions to that fund.
- 16.4 Employees are able to salary sacrifice wages into their superannuation fund, provided that they provide written authority to the Company and complete the appropriate Company documentation. The Company will not be responsible or held liable for any decision or outcome that the employee makes in regard to salary sacrifice.

17. Payment of Wages

- 17.1 Payment of wages shall be by way of EFT. The pay week is from Monday to Sunday and wages are paid by close of business the following Thursday.

18. Training

- 18.1 In order to develop employees to their full capability, in the mutual interests of the employee and Company, the Company is committed to providing structured on-job training.
- 18.2 The arrangements for training are as follows; training and development activities initiated by the Company shall be at Company cost. Time spend by employees in such activities shall be paid at their classification ordinary time rates.
- 18.3 An employee who wishes to undertake an individual training or development activity that is work related shall seek prior approval from their applicable management representative or manager. If approved, the costs and time associated with such activity shall be considered a shared responsibility and an equitable arrangement made as appropriate for the circumstances.

19. Spread of Hours

- 19.1 A full-time shift employee will be rostered to work their ordinary hours, over consecutive days, between the hours of 4.00am and 7pm, Monday to Sunday which ordinary hours will

not be more than the ordinary hours as set out in clause 22 - Rostering – Non-shift Work of this Agreement.

- 19.2 A part time/casual shift employee may be rostered to work their ordinary hours, over non-consecutive days, between the hours of 4.00am and 7pm, Monday to Sunday.
- 19.3 An employee who is required to work shift work will work such shifts in accordance with clause 22 of the Award with the following modifications:
- a) Afternoon shift means a shift finishing after 7.00 pm but not later than 1.00 am.
 - b) Day shift means a shift starting at 4 am or later, but finishing at or before 7.00 pm.
 - c) Night shift means a shift finishing after 1.00 am but not later than 9.00 am.
- 19.4 Rostered shift means a shift for which the employee concerned has received at least 48 hours' notice.
- 19.5 Shiftwork means work extending for at least 2 weeks and performed either in daily recurrent periods, wholly or partly between the hours of 7 pm and 9 am or in regular rotating periods but does not include work performed by day workers employed under sub clause 19.2 above.
- Notice of Change of Shift Pattern (Day / Afternoon / Night)
- 19.6 In addition to the provisions of subclause 19.3 above and to the exclusion of anything contained in clause 22 of the Award, the Company shall give an employee the maximum notice period possible of any changes to their rostered shifts. In any event, the minimum notice period the Company will provide an employee to change their rostered shift will be 7 days other than by agreement between the company and the employee.

20. Overtime

Monday to Friday Performed within the Spread of Hours

- 20.1 If an employee is required to work over time, either before the commencement or after the conclusion of their shift, Monday to Friday, the employee shall be paid for the first 2 hours overtime worked at time and one half their ordinary 1/38th rate and thereafter at double time their ordinary 1/38th rate.

Saturday and Sunday Performed within the Spread of Hours

- 20.2 If an employee is required to work overtime, either before the commencement or after the conclusion of their shift, on a:
- a) Saturday, they shall be paid the first 2 hours at time and one half their ordinary 1/38th rate and thereafter double time; and
 - b) Sunday, they shall be paid at double their ordinary 1/38th rate.

21. Crib Breaks

- 21.1 An employee, other than a shift worker, required to work overtime for two hours or more after working ordinary hours must be allowed a paid break of 20 minutes before commencing overtime work or as soon as practicable thereafter. A further rest break must be allowed upon completing each four-hour period until the overtime work is finished. Any rest breaks shall be paid for at the ordinary time rate.
- 21.2 Wherever reasonable and practical, the rest break must be taken at a time to coincide with any requirement to take a break in accordance with the Heavy Vehicle National Law ("HVNL")

21.3 An employer and employee may agree to apply any variation of this provision in order to meet the circumstances of the work in hand.

22. Rostering – Non-shift Work

22.1 An employee may be rostered to work their ordinary hours by one of the following methods:

a) Five Shifts per Week

Five shifts per week of 7.6 hours duration, plus 30-minute unpaid meal break.

b) Four Shifts per Week

Four shifts per week of 9.5 hours duration, plus 30 minutes unpaid meal break.

c) Part-Time and Casual Employees

22.2 Part time and casual employees may be rostered to work non-consecutive shifts of less than 7.6 hours or 9.5 hours, per day but shall not be required to work any shift of less than 4 consecutive hours. Part time and casual employees prescribed number of shifts per week may vary from week to week depending upon the Company needs to service its customers.

Change in Start Times

22.3 Employees may be rostered to commence their shift on each day at a different start time, provided that such change of start time will be no more than 1 hours either side of the employee's normal start time and the employee is advised of such change no later than 4 pm on the previous day. The Company will use its best endeavours to minimise impacts on employees where possible.

Employees Swapping Shifts

22.4 Employees may by mutual agreement arrange to swap shifts with another employee to suit their own personal requirements, the Company shall agree to such changes provided that the following provisions have been met:

a) That the Company has had prior notice of the intended swap by the employees of at least 24 hours (family emergencies being an exception to this requirement); and

b) That the employees are of similar classification and or experience in relation to the tasks required to be performed on the shift; and

c) That the Company does not incur any additional expense or payment to either employee involved in the swap.

23. Rostered Days Off (RDO)

23.1 Employees who are covered by this agreement will have the choice of three (3) options, which will be decided by the individual two (2) weeks prior to 1st June and 1st December each year, and this may only be varied in each six (6) month period.

23.2 All employees in relation to all RDO options shall be paid the account balance in excess of two days in their accumulated RDO bank on the first pay period commencing on or after the 1st of June and the 1st of December in each year.

23.3 Option 1

a) Time will accrue towards a RDO bank. Ordinary hours of work will be 7.6 hours per day, overtime rates will apply as per the *Road Transport and Distribution Award 2020* after the completion of 8 hours' work per day.

- b) Employees shall be paid the account balance in excess of one day in their accumulated RDO bank on the first pay period commencing on or after the 1st of June and the 1st of December in each year.
- c) Where an employee has a negative bank account balance at either the 1st of June or the 1st of December, no payment shall be made to that employee and future accruals shall be used to offset the negative balance before any future payments are made.
- d) An employee may with the consent of the Manager use their accumulated RDO bank when they have personal matters requiring urgent attention, pressing family circumstances or need to attend special occasions. Such time as granted by the Manager shall be deducted from their accumulated RDO bank balance.

23.4 Option 2

- a) Time for RDO's will accrue at the rate of two (2) hours for every 40 ordinary hours worked.
- b) RDO's will be taken as they become due and according to a schedule maintained and implemented by the Company and its management. The schedule will accommodate the Company's commitments to its customers and may vary from time to time.
- c) Overtime rates will apply as per the *Road Transport and Distribution Award 2020* after the completion of 8 hours' work per day.

23.5 Option 3

- a) There is no accrual for a RDO, and the employee will work a 38-hour week.
- b) All Employees for all RDO options above shall be paid the account balance in excess of two days in their accumulated RDO bank on the first pay period commencing on or after the 1st of June and the 1st of December in each year.

24. Flexibility Term

24.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 24.1a)i to v; and
- c) the arrangement is genuinely agreed to by the employer and employee.

24.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 24.3 The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee or, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 24.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 24.5 The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing — at any time.

25. Duties of Employees

- 25.1 An employee may be required to perform the duties of a labourer, truck jockey, driver, shunt/tug driver, container loader or unloader, forklift driver, sweeper operator or cleaner, store person and associated clerical duties. An employee may perform work which they have been trained for or is competent to perform by themselves or work whilst under the supervision of another employee.
- 25.2 An employee shall not suffer a reduction in wages whilst performing any duties associated with a lower classification and shall be paid in accordance with the higher duties clause under this Agreement where the work performed is that of a higher classification.

26. Drug and Alcohol Policy

- 26.1 Employees whilst on duty (including meal breaks) are not permitted to consume any alcohol or non-prescribed drugs during work or meal breaks. An employee must ensure that, at the commencement of their shift, they have a blood alcohol content of zero.
- 26.2 An employee who is taking non-prescription or prescription drugs that have the capacity to impair an employee's ability to perform their work, must inform their relevant supervision before commencing their shift. Further, the employee must take all reasonable steps to determine any potential side effects of taking such drugs and disclose such information to their supervisor.
- 26.3 Where an employee breaches the zero-level policy without reasonable explanation, they may be terminated by the Company for serious misconduct without prior warning having to be issued to them.
- 26.4 An employee may approach the Company, for assistance with dealing with an alcohol and or drug problem. Where agreed between the Company and employee, the employee may be

released to attend specialist-counselling services during working hours at 50% of their normal pay, where that counselling service is not available to the employee in an out of hours setting.

27. Non-Smoking Policy

- 27.1 Employees agree that they shall not smoke in any building owned or operated by the Company or that of its customers or any other area designated by the Company or its Customers as being a non-smoking area. Employees will comply with any policy that applies to a customer site, whilst on that site.
- 27.2 Smoking inside Company owned or hired vehicles is strictly prohibited.

28. Uniforms

- 28.1 Employees are to be provided when commencing employment or when transferring to a site with a different Company Uniform consisting of:

Article of Clothing	Quantum Issued
Shirts	Five
Trousers or Shorts	Five
Boots	One
Jumper or jacket	One
Rain Coat	One replaced as necessary

- 28.2 The employee is responsible for laundering the Uniform, employees may on a fair wear and tear basis, seek replacement of their Uniform issue, from the Company as required.
- 28.3 All articles of Company Uniform, issued to the employee shall be returned to the Company, on the termination of employment by the employee, where an article of Uniform, is not returned to the Company, they may deduct 75% of the replacement cost, from any monies owing to the employee.

29. Employee Licence Requirements

- 29.1 Employees operating Company vehicles or equipment which requires them to hold licenses, must provide proof of having a valid license at least once every 12 months or whenever requested to do so by the Company.
- 29.2 Employees must advise the Company immediately of impending legal or court proceedings and whenever their licenses are suspended or revoked or any other issue that may affect their license status.
- 29.3 Any Employee whose employment requires them to hold a license to operate Company vehicles and or equipment and whose license is subsequently suspended or revoked may at the sole discretion of the Company, be made to do one of the following:
- a) Take a period of paid leave using employee leave entitlements until the license is restored; or
 - b) Take a period of unpaid leave until their license is restored; or
 - c) Be transferred to alternative employment within the Company, if a position is available and to have their rate of pay adjusted to that of the alternative position; or
 - d) Have their employment terminated.

30. Limitation on Driving Hours

- 30.1 Drivers must have the required rest breaks between the completion of one shift and the commencement of their next shift, so as at all times to comply with the HVNL requirements to the exclusion of clause 21 of the Award.

31. Permanent Alteration to Workplace Location

- 31.1 The Company may require an employee to transfer between employment locations as part of their employment with the Company. The Company shall give as much notice as possible to the employee of the requirement to change work locations.
- 31.2 Where the change in work location is in excess of 30kms of the distance that the employee currently travels to work, the Company shall pay the employee a travel allowance of 20 cents per km for each km travelled in excess of 30kms for a period of eight weeks.

32. Consultative Arrangements

- 32.1 The parties shall form a Consultative Committee at each Company site, and employees who are duly elected Bargaining Agents are considered elected to the Consultative Committee.
- 32.2 Whenever a Consultative Committee member leaves the employment of the Company an election for a replacement shall take place.
- 32.3 The Company is entitled to be represented by a number of persons not in excess of those of the total number of employee representatives.
- 32.4 The quorum for a Consultative Committee shall be no less than two persons per side and the Consultative Committee shall determine their own meeting schedule provided that, in any event, they shall meet if required once in every quarter. Minutes from the Consultative Committee shall be distributed to employees in the workplace via the notice board.
- 32.5 Where required, an agenda is to be supplied to all parties seven (7) days prior to a scheduled meeting and only agenda items are to be discussed at the meeting.
- 32.6 The Consultative Committee shall have the responsibility of ensuring the terms of this Agreement is observed by the parties and to try and resolve any misunderstanding or disputes by way of conciliation.
- 32.7 Where the Consultative Committee is unable to resolve the issue, the matter shall be dealt with under the settlement of disputes clause of this Agreement.
- 32.8 The Consultative Committee shall meet with management during working time. Where committee members are required to attend meetings during non-working time, they shall be paid at their ordinary rate of pay for such attendances.
- 32.9 All agenda items must be lodged with the State Manager seven (7) days prior to the scheduled Consultative Committee meeting date.

33. Consultation about Organisational Changes

- 33.1 This term applies if the employer:
- a) Is aware of a decision or has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees as contemplated by clause 22 - Rostering – Non-shift Work.

Major change

- 33.2 For a major change referred to in Clause 33.1a):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - b) sub-clauses 33.3 to 33.9 apply.
- 33.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 33.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 33.5 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
 - b) the introduction of the change; and
 - c) the effect the change is likely to have on the employees; and
 - d) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - e) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - f) all relevant information about the change including the nature of the change proposed; and
 - g) information about the expected effects of the change on the employees; and
 - h) any other matters likely to affect the employees.
- 33.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 33.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 33.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in Clause 33.2a) and sub-clauses 33.3 and 33.5 are taken not to apply.
- 33.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation, or size of the employer’s workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or

- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 33.10 For a change referred to in Clause 33.1b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) sub-clauses 33.11 to 33.15 apply.
- 33.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 33.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 33.13 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion—provide to the relevant employees:
 - i. relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 33.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 33.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 33.16 In this term, relevant employees mean the employees who may be affected by a change referred to in Clause 33.2.

34. Suspensions

- 34.1 The Company reserves the right, after a full investigation to suspend employees for periods of up to five days without pay, as an alternative to dismissal.

35. Termination of Employment – Notice Requirements

- 35.1 All employees (other than a casual) shall be entitled to the notice periods set out in this clause. Employees (other than a casual or probationary employee) are required to provide the Company with 1 week notice of their intention to resign; the Company may at its discretion allow the employee to leave during the notice period.

35.2 Such notice periods shall not apply where an employee is terminated for reasons which warrant summary termination.

Period of Service	No of Weeks	If 45 years or more
Less than 12 months	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years or more	4 weeks	5 weeks

36. Redundancy

36.1 Employees other than Casuals, whose employment is terminated by the change, shall in addition to the normal notice periods provided for in this agreement receive the following additional payments.

Number of Years of Service	Redundancy Payments
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	13 weeks
5 years and less than 6 years	16 weeks
6 years and less than 7 years	19 weeks
7 years and less than 8 years	22 weeks
8 years and less than 9 years	25 weeks
9 years and less than 10 years	28 weeks
10 years or more	31 weeks

37. Abandonment of Employment

37.1 Where an Employee is absent from work for more than three days without the consent of the Manager and has not notified the Company of the reasons for their absence. The Employee shall be deemed to have terminated their employment with the Company without notice.

38. Dispute Resolution Procedures

38.1 If a dispute relates to:

- a) a matter arising under the agreement; or
- b) the National Employment Standards;

this term sets out procedures to settle the dispute.

38.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

38.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management. Whilst this process is in place, the status quo remains.

38.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission ("FWC"). In so doing, the FWC will have no

jurisdiction as to limit who the Company or an employee may choose as their representative to appear before the FWC.

38.5 Fair Work Commission may deal with the dispute in 2 stages:

- a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- c) If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- d) A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

38.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) applicable occupational health and safety legislation would not permit the work to be performed; or:
 - i. the work is not appropriate for the employee to perform; or
 - ii. there are other reasonable grounds for the employee to refuse to comply with the direction.

38.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

39. Technological Change and Training

39.1 The parties to this Agreement recognise the need to use and continue to introduce new technology, in order to improve the efficient operations of the business and its marketing potential to customers.

39.2 The Company may equip vehicles with mobile communications, data transmission and computer equipment, including satellite tracking equipment after extensive consultation with the consultative committee and ensuring the Company has met its obligations pursuant to the *Workplace Surveillance Act 2006* (NSW) and, if relevant, *Surveillance Devices Act 2007* (NSW).

39.3 Employees must comply with the Company's lawful directions and any other legal requirements in the use and operation of such equipment.

39.4 The Company will train the Employees in the use of the equipment. The cost of the training is to be borne by the Company and training will be conducted within ordinary hours, where possible.

- 39.5 The Company agrees that if the Global Positioning Satellite systems are used to calculate payroll, that the system will be over ridden by the site supervisor where necessary, and that no employee will be disadvantaged financially for actual time worked.
- 39.6 The Company will notify the employees of any significant changes by way of the provisions of Clause 33 - Consultation about Organisational Changes of this Agreement.

40. Job Security

- 40.1 The parties recognise that job security is an important issue for employees. The company commits to:
- a) The full-time engagement of permanent employees where practicable;
 - b) maximising the work performed by permanent employees where practicable; and
 - c) enhancing fair working conditions for employees as far as reasonably practicable.

41. Supplementary Labour and Outside Hire

- 41.1 For the purposes of this clause, “supplementary labour” means:
- a) Employees of labour hire companies; and
 - b) Contractors.
- 41.2 For the purposes of this clause, “outside hire” means employees of contractors.
- 41.3 The Company must take all reasonable steps necessary to ensure that all work performed by supplementary labour or outside hire is performed in accordance with dealing with safe systems of work, safe driving plans and drug and alcohol policies.
- 41.4 The Company must require that any safe driving plan that it relies on in satisfaction of the requirement takes account of the other activities of the entity engaging supplementary labour or outside hire to the extent that those activities contribute to the risk to health and safety of transport workers employed by the Company and that a copy of that safe driving plan is provided to the Company where required by the relevant legislation.
- 41.5 Supplementary labour providers must demonstrate their capacity to perform work in a safe manner.
- 41.6 The Company shall ensure that it is a condition of entry onto premises which are controlled by the Company, that all supplementary labour and/or outside hire be required to attend an induction that will be conducted in accordance with the company induction.
- 41.7 The Company agrees to take pro-active steps to monitor compliance with the requirements of this clause. This requirement includes, but is not limited to:
- a) an obligation on the Company to ensure that the entity engaging supplementary labour;
or
 - b) outside hire keeps records in accordance with record keeping requirements.
- 41.8 Any dispute between the TWU and the Company in connection with the requirements of this clause shall be dealt with in accordance with Clause 38 - Dispute Resolution Procedures in this Agreement.
- 41.9 Nothing in this clause or in Clause 38 - Dispute Resolution Procedures of this Agreement shall be taken to prevent the Company from engaging supplementary labour or outside hire.

42. No Further Claims

- 42.1 The Company, its employees and the relevant union recognise and agree that this Agreement settles all claims raised by the employees and the relevant union for the period of its nominal term.

ATTACHMENT 1 - EMPLOYEE REPRESENTATIONAL MATTERS

INTERPRETATION AND APPLICATION OF THIS CLAUSE

In this attachment:

- a) Workplace Delegate has the meaning as provided for in s 350C (1) of the *Fair Work Act 2009* (Cth); and
- b) TWU Delegates means a Workplace Delegate that is a member of the Transport Workers' Union of Australia.

This attachment is to be read and applied in conjunction with clause 29A to the Award and any successor or varied provisions concerning Workplace Delegates (Award Delegate Terms). In this regard, this clause is intended to add to and supplement the rights and entitlements conferred by Award Delegate Terms.

In the event that there is an inconsistency between the terms of this clause and Award Delegate Terms:

- a) the terms of this clause will prevail to the extent of the inconsistency and insofar as they confer more favourable entitlements or rights on Workplace Delegates;
- b) the Award Delegate Terms will prevail to the extent of the inconsistency and insofar as they confer more favourable entitlements or rights on delegates

DIRECT DEBIT ARRANGEMENT

Where an employee authorises the Employer to do so, the Employer shall within seven (7) days send to the TWU such details as are necessary to permit the establishment of a direct debit arrangement for the payment of the employee's union fees. This authority may take the form of a TWU membership card completed by an employee authorising the release of such details.

PAYROLL DEDUCTIONS

The Union will from time to time, determine the amount of the fees payable to become and remain a member of the TWU (fees). Those fees will be required to be paid by members on a monthly basis. The employee agrees to variation of the fees when the employee first completes the TWU membership card. The Union will advise the Employer and employees in writing if there are any increases to the fees.

THE EMPLOYER'S OBLIGATION

Where written authority is provided by the employee, the Employer will deduct TWU membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The employee authorises the Employer to deduct fees when the employee completes a TWU membership card authorising payroll deductions.

EMPLOYEE REPRESENTATIVE ON-SITE BUSINESS

The Company shall ensure that each Union delegate has the following rights:

- a) The right to be treated fairly and to perform their role as Union delegate or workplace representative without any discrimination or victimisation.
- b) The right to formal recognition by the Company that Union delegates speak on behalf of the Union members in the workplace (except where a member nominates an alternative representative);

- c) The right to bargain collectively on behalf of Union members in the workplace where appointed as their bargaining representative;
- d) The right to reasonable paid time off to represent the interests of members at industrial tribunals where their specific worksite is affected.
- e) Subject to approval by the Company, which will not be unreasonably withheld, the right to paid time during normal working hours to consult with Union members at their site only; and
- f) The right to reasonable time during working hours to discuss with the appropriate manager(s) matters affecting employees they represent. The timing of such discussions will be subject to the operational requirements of the Company.

The elected employee representative (one (1) per customer contract) will be released (subject to business, operational and customer requirements), without loss of pay, to undertake five (5) days union training leave each calendar year (a maximum of three (3) days on each occasion). The TWU will provide the Company with written notification at least seven (7) days prior to the day the elected employee representative is to attend the training. Upon a request from the company the union agree to confirm that the elected employee representative did attend the approved training. Where a customer contract has multiple sites, DHL agrees to consider all reasonable requests for an additional representative to attend the training.

The company will also allow the elected employee representatives to be released to attend the annual TWU delegates conference (maximum two (2) days). Delegates will be paid their average wage for the past 3 months so as to ensure they are not financially disadvantaged. The TWU will provide the Company with written notification at least seven (7) days prior to the day. Upon a request from the Company the union agree to confirm that the elected employee representatives did attend the conference.

The Company will not allow any undue abuse of this arrangement.

WELCOME OF NEW EMPLOYEES

DHL will introduce the site employee representative to each new DHL employee, and each new labour hire worker commencing work on a DHL site, as part of the DHL site welcome, and allow a paid time meeting which is to be completed within thirty (30) minutes (every effort will be made to complete this task on the employees first day at the site). DHL acknowledges that the duly appointed TWU official will attend the welcome session and will advise DHL prior to their attendance.

The nominated TWU official, DHL site employee representative and nominated DHL site leader and DHL HR Business Partner will agree on a quarterly date for a face-to-face meeting to occur onsite for a general update. Having regard to customer and operational requirements, the site manager will confirm best available date.

A site employee representative is a duly appointed TWU Delegate.

REPRESENTATION AND COMMUNICATION WITH EMPLOYEES

The authorised Union representative will be entitled to enter the Company's facility via the main entry with available access to the employee meal room area, during meal breaks unless there are pre-arranged agreed meetings outside of site meal breaks times. The authorised union representative agrees to provide reasonable notice to the Company prior to attending the site and having regard to operational and customer requirements, provided the representative does not interfere with the Employer's business including adherence to all site entry policies, procedures, and entry requirements, for the following purposes:

1. Inductions of new employees or casual workers;
2. Involvement under the disputes procedure of this Agreement; and

3. Distributing written information to Union delegates or employees.

These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.

JOB SECURITY

It is an objective of this agreement to provide job security for all employees. Where financially prudent, DHL will seek to maintain its existing permanent workforce.

In order to enhance employee job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise.

The objective is to ensure that we provide job security and ensure we satisfy customer, productivity, and efficiency requirements. Subcontractor driver utilisation will be limited to where operationally and financially prudent

UNION MEETINGS

The Employer will confirm with the union a date and time for quarterly separate fifteen (15) minute paid on-site meetings per annum to discuss general matters. The time and date must suit business, operational and customer requirements and will be set and confirmed by the Company. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

DHL will provide a venue for negotiations.

NOTICE BOARD

DHL Supply Chain shall supply and erect a notice board in the site meal room of DHL owned/ leased sites enabling the TWU or TWU elected employee representative to post notices in connection with this Agreement or other matters related to the employment of the employees or their union membership.

DECLARATION AND AGREEMENT

SIGNED FOR AND ON BEHALF OF DHL SUPPLY CHAIN (AUSTRALIA) PTY LIMITED

Name	Jason Fraumano	Date	17/10/2024
Signature			
Address	885 Mountain Hwy, Bayswater		
	Vic 3153		
Position	Director HR- Transport		

Witnessed by	Pravashnee Naicker		
Signature		Date	17/10/2024
Address	4 Millner Avenue, Horsley Park		
	NSW 2175		

SIGNED FOR AND ON BEHALF OF THE TWU

Name	Nick McIntosh	Date	16/10/24
Signature			
Address	22 John Hines Avenue		
	Minchinburg NSW 2770		
Position	Assistant Secretary		

Witnessed by	Antoinette Atkin		
Signature		Date	16/10/24
Address	22 John Hines Avenue		
	Minchinburg NSW 2770		