



**DHL SUPPLY CHAIN
CONSUMER OAKDALE - NSW
ENTERPRISE AGREEMENT 2024**

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1. Title

- 1.1 This Agreement shall be known as the DHL Supply Chain Consumer Oakdale Close - NSW Enterprise Agreement 2024 (“this Agreement”, “the Agreement”).

2. Incidence and Relationship to Parent Award

- 2.1 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 take precedence.
- 2.2 The terms of this agreement deal comprehensively with those matters contained in Awards and previous Agreements covering the employees. As the Agreement replaces all of these terms, all terms of the Awards are wholly excluded by this Agreement including that contained within the including the *Storage Services and Wholesale Award 2020*.
- 2.3 All employees subject to the conditions of the Agreement are also bound by all current DHL Supply Chain (Australia) Pty Limited policies and procedures (as amended) that are not directly referred to in this Agreement.

3. Parties

- 3.1 The parties to this Agreement are:
- a) Employees whose employment or engagement is, at any time when the agreement is in operation, subject to this Agreement; and
 - b) DHL Supply Chain (Australia) Pty Limited (“the Company”, “DSC”).

4. Coverage of Agreement

- 4.1 This Agreement outlines the conditions of employment for employees of DHL Supply Chain (Australia) Pty. Limited in the Company’s operations involving warehousing and supply chain functions as detailed in clause 28 - Classification Structure.
- 4.2 Subject to clause 4.3, this Agreement shall apply to employees performing warehousing and distribution work and based at the DSC facility at (or any other location that this work may be performed) 3 Oakdale Close, Horsley Park NSW 2175.
- 4.3 This Agreement shall apply to employees of the Company within this Agreement’s classification structure who perform work in or in connection with:
- a) warehouse tasks (which includes the direct supervision or performance of the physical receiving, storing, locating, picking, assembling, and dispatching of goods in the warehousing, logistics operation and 3PL environment); and
 - b) supply chain activities
- 4.4 For the avoidance of doubt, Employee means an Employee who is employed by DSC under a contract of employment and does not include any person engaged through a labour hire provider to perform work at DSC facilities.

5. Exclusions

- 5.1 This agreement will not apply to Employees covered by any other agreements, including but not limited to the following:

- a) DHL Supply Chain Branch - NSW Enterprise Agreement 2021
 - b) DHL Supply Chain Business Services - NSW Enterprise Agreement 2021
 - c) DHL Supply Chain Consumer Oakdale Close - NSW Enterprise Agreement 2021
 - d) DHL Supply Chain DSO - NSW Enterprise Agreement 2021
 - e) DHL Supply Chain General Logistics - NSW Enterprise Agreement 2024
 - f) DHL Supply Chain Horsley Park - NSW Enterprise Agreement 2021
 - g) DHL Supply Chain Ingleburn - NSW Enterprise Agreement 2021
 - h) DHL Supply Chain Multi-Purpose - NSW Enterprise Agreement 2021
 - i) DHL Supply Chain Sydney Logistics Solutions Enterprise Agreement 2021
 - j) DHL Supply Chain Western Sydney - NSW Enterprise Agreement 2024
 - k) DHL Supply Chain Workplace Logistics Services - NSW Enterprise Agreement 2024
 - l) Any other agreement to which the Company is a party to.
- 5.2 Employees who are covered by the agreements described above and apply for roles that are covered within this Agreement, will be covered by the terms and conditions of this Agreement if appointed to such roles. Employees who are covered by this Agreement and apply for roles which are not covered by this Agreement, will be covered by the terms and conditions of the applicable agreement if appointed to such roles. All terms and conditions will be clearly advised prior to such appointment.
- 5.3 No Employee will suffer any reduction in employment conditions, wages, or allowances, if directed to work where the work performed is covered by the terms and conditions of one of the agreements described above in clause 5 - Exclusions.

6. Date and Period of Operation

- 6.1 This Agreement will operate seven (7) days after the date it is approved by the Fair Work Commission ("FWC"). The nominal expiry date of this Agreement is 20 September 2027.
- 6.2 Notwithstanding anything else contained in this Agreement, it shall remain in force until such time as it is superseded, rescinded, or replaced.
- 6.3 The parties to the Agreement agree that negotiations for a replacement agreement shall begin no later than 3 months before the nominal expiry date of the Agreement.
- 6.4 The parties agree that the United Workers Union (UWU) will provide the Company a finalised Log of Claims with required detail at least three (3) months prior to the nominal expiry date of this agreement so that negotiations can commence for a new Agreement within the timeframes detailed in this clause.

7. No Extra Claims

- 7.1 This Agreement provides for all wages, salary, allowances, and loadings increases during the life of the Agreement. It is a term of this Agreement that neither party shall pursue any extra claims during the nominal life of this Agreement and that the Agreement will cover all matters or claims regarding the employment of the Employees, which could otherwise be the subject of protected action pursuant to s408 of the *Fair Work Act 2009* (Cth).

8. Introduction of Change in the Workplace

8.1 If for the purposes of this clause:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or Employees advise the Company of the identity of the representative (appointed representative);

the Company must recognise the representative.

8.2 Company's duty to notify

- a) Where the Company has made a definite decision to introduce major change in production, program, organisation, structure, or technology that is likely to have significant effects on Employees, the Company shall notify the Employees who may be affected by the proposed changes, the Union and/or an appointed representative.
- b) Significant effects include termination of employment, major changes in the composition, operation, or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

8.3 Company's duty to discuss change

- a) The Company shall discuss with the Employees affected and the Union, the introduction of the changes referred to in (a), the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
- b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in 8.3a).
- c) For the purposes of such discussion, the Company shall provide in writing to the Employees concerned and the Union relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees. The Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company's interests.

8.4 Change to regular roster or ordinary hours of work

Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees:

- a) The Company must notify the relevant Employees of the proposed change; and
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term; and
- c) As soon as practicable after proposing to introduce the change, the Company must:
 - i. discuss with the relevant Employees the introduction of the change; and
 - ii. for the purposes of the discussion-provide to the relevant Employees:

1. all relevant information about the change, including the nature of the change; and
 2. information about what the Company reasonably believes will be the effects of the change on the Employees; and
 3. information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- iii. 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).
- d) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- e) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

9. Shared Values

9.1 Continuous Improvement

The parties to this Agreement recognise the need to continue to build workplace arrangements that contribute to the ongoing viability of DHL Supply Chain in a highly competitive market. Flexibility in the deployment of labour is extremely important to ensure the long term future of DHL Supply Chain and its Employees.

The parties to this Agreement recognise that DHL Supply Chain is a third party Distribution Company. Our success is dependent upon our ability to demonstrate cost of living increases, productivity gains and improved levels of customer service.

The objectives of this Agreement are to:

- a) maximise the efficiency and prosperity of DHL Supply Chain for the benefit of Employees, customers, shareholders, and the community
- b) provide a high quality distribution service to fully meet customer requirements
- c) continue to develop and maintain the most productive, safe, cooperative, and harmonious working relationships possible by promoting trust and continually striving to improve communications at all levels
- d) develop a “learning environment” where all Employees are willing and encouraged to develop to their maximum potential, and to continually update their skills and knowledge to meet their personal objectives and the objectives of DHL Supply Chain.

9.2 Company Success Factors

The ability of DHL Supply Chain to retain existing business and gain new clients will depend upon our ability to perform in and improve upon the following:

- Order timeliness
- Pick accuracy
- Stock accuracy
- Warehouse damages
- Labour productivity
- GMP compliance
- Safety and accident rates

- Absenteeism
- Facilities and equipment damage
- Customer satisfaction ratings
- Delivery timeliness
- Fatigue Management programs/practices are implemented
- Hold current licences for the vehicles operated
- Run times & On time delivery reports compiled
- Pre-start vehicle safety checks compiled
- Presentation of vehicles & uniforms is to a high standard
- Delivery Service Schedules achieved
- Behaviours on the road are positive & professional
- Customer Service Standards are ethical & professional
- All documentation is completed accurately/correctly
- Safe Systems of Work are implemented
- Safe Driving programs/practices are implemented
- Incidents/accidents reported & corrective actions undertaken
- Driver Errors, non-conformance Reports are compiled

9.3 Equal Employment Opportunity

DHL Supply Chain is an equal opportunity employer. All people have a right to fair and equal treatment in all aspects of their employment. It is unlawful to treat people differently or to harass them on the basis of, for example:

- sex or gender
- pregnancy or potential pregnancy
- breast feeding
- race, colour, descent, national or ethnic origin, immigration status
- marital status, relationship status
- family responsibilities, status as a parent or carer
- Sexual orientation, lawful sexual activity
- Gender identity, gender history, intersex status
- religious belief, affiliation, or activity, ethno religious status
- union membership, participation in union activities
- political belief, affiliation, or activity
- disability, impairment (physical or mental)
- age

Equality of opportunity particularly applies to, for example:

- recruitment and promotion
- terms and conditions of employment
- allocation of tasks
- dismissal or redundancy
- retirement
- enterprise agreements

Employees who feel that they have suffered discrimination or harassment on one of the above grounds should report the matter to their supervisor. The matter will be dealt with in accordance with the relevant Company procedures.

9.4 Quality

DHL Supply Chain is licensed by the Therapeutic Goods Administration (TGA). These standards are essential to ensure that DHL Supply Chain achieves its global objectives, Employee satisfaction and access to the market place.

The parties are committed to the achievement and maintenance of ISO 9001, AS/NZS4801 and ISO 14001. This will require ongoing creation and maintenance of operational procedures at all stages of processing. Employees will continue to assist in the creation of written job descriptions and/or procedures for operation in which they are involved.

Employees will accept training in quality/Workplace Health & Safety Environment & Welfare assurance and accept responsibility for the quality of their own work.

Employees will participate in the quality/Workplace Health & Safety Environment & Welfare management process. Typical Employee actions will include, but not be limited to, the following:

- inspection of incoming and outgoing goods to ensure that no damaged goods are despatched to customers;
- stock rotation;
- clear identification of goods in the warehouse;
- assistance in the assessment of the accuracy of work;
- assistance in the preparation of non-conformance reports relating to faulty products and faulty processes.
- recommendation concerning improvements to processes

10. Flexibility Arrangements

10.1 The Company and an Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the agreement deals with one (1) or more of the following matters:

a) allowances

10.2 The Company will not make an individual flexibility arrangement unless the following conditions are satisfied:

- a) The individual flexibility arrangement must meet the genuine needs of an Employee and the Company.
- b) The individual flexibility arrangement must be genuinely agreed to by the Employee and the Company. In order to ensure genuine agreement the Company must advise the Employee representative prior to an individual flexibility arrangement being entered into and the Employee has the option to seek advice from the Union.
- c) The individual flexibility arrangement must be about permitted matters under section 172 of the *Fair Work Act 2009* (Cth).
- d) The individual flexibility arrangement must not include a term that would be unlawful under section 194 of the *Fair Work Act 2009* (Cth).
- e) The individual flexibility arrangement must result in the Employee being better off overall than if no individual flexibility arrangement had been made.
- f) Arrangements may only be made with existing Employees and must not be made a condition of engagement.

- g) The individual flexibility arrangement must be recorded in writing and signed by the Company and the Employee (and, if the Employee is under 18, by their parent or guardian)
- h) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- i) The individual flexibility arrangement must be able to be terminated by either party, by giving 7 days written notice, or at any time by mutual written agreement

11. Higher Duties

- 11.1 Where an Employee is formally appointed to perform duties at a classification higher than their normal classification, the terms of this period of higher duties will be as per the DHL Supply Chain Temporary Placement Policy (or as replaced).

12. Working Hours

- 12.1 Subject to clause 14 - Flexible time Ordinary Hours below and other stated flexibility within the Agreement, the ordinary working hours shall average 38 hours per week averaged over four (4) weeks.
- 12.2 Ordinary hours are worked over not more than five (5) days Monday to Friday.

13. Span of Hours

- 13.1 The day work span of working hours shall be 6.00am to 6.00pm. Notification for the change of starting time must be at least five (5) working days unless otherwise agreed.

14. Flexible time Ordinary Hours

- 14.1 DHL Supply Chain will work with its Employees, managers and supervisors to identify opportunities and or arrangements that take into consideration DHL Supply Chain's operational and customer needs and the matters detailed below in subclauses 14.2, 14.3, and 14.4.
- 14.2 In addition to subclause 14.1 above, DHL Supply Chain will explore opportunities to introduce flexible hours of work not within the scope of subclauses 14.3, 14.4, and 14.5 below, such matters would be the subject of consultation and agreement on a case by case (customer and or site) basis prior to any implementation.
- 14.3 Notwithstanding subclause 14.4 or 14.5 the parties to this Agreement accept that the minimum hours of work for a full time Employee shall be 7.6 hours per day, to be worked on any day or all of the days of the week, Monday to Friday inclusive to provide for a 38 ordinary hour week.
- 14.4 By mutual agreement and the provision of two (2) weeks' notice by the Company, the 38 ordinary hours per week may be worked over any four (4) days (Monday to Friday inclusive) by the working of 9.5 hours per day at ordinary rates of pay. Agreement regarding the treatment of Public Holidays and Personal (Sick) Leave must be established prior to the implementation of this clause.
- 14.5 For any work conducted on the fifth day under the four (4) day work Agreement, Employees will be paid for a minimum of four (4) hours. All work performed on the fifth day falling on a Monday to Friday, shall be paid at time and one half for the first two hours and double time

thereafter. All work performed on a Saturday or Sunday shall be paid in accordance with clause 57 - Saturdays and Sundays of this Agreement.

- 14.6 By mutual agreement an Employee may work less than 7.6 hours per day as long as the total weekly ordinary hours worked Monday to Friday inclusive, total 38.
- 14.7 Compassionate leave, personal (sick) leave and jury service shall be counted as ordinary time worked for the purpose of calculating overtime.

15. Time Off in Lieu of Overtime

- 15.1 An Employee may request, and DSC may approve for an Employee to take time off in lieu (TOIL) of payment of overtime during ordinary working hours on a paid hour for hour basis. Time off shall be taken with mutual agreement between management and the Employee and be coordinated with work requirements at all times.
- 15.2 Such time off must be approved by DSC management prior to taking the leave. DSC will accommodate an Employee's preferences for approved leave. If no request for taking the accrued time has been made by the Employee within three (3) months, or by 31 December of the year of accruing the TOIL (whichever occurs first), DSC will roster the Employee off during ordinary hours of work equivalent to the accrued time.

16. Multi-skilling

- 16.1 The parties to this Agreement accept and embrace the concept of multi-skilling in the areas of packing, receipt, despatch, picking of product, stock control, warehouse administration, assembling, driving, delivery and pick up of products and other tasks as required, the object being a fully mobile and flexible workforce. This flexibility is not linked to wage outcomes.
- 16.2 Specifically, warehouse Employees will be trained in the areas of packing, receipt, despatch, picking, stock control, warehouse administration and where needed delivery and pick up.

17. Training

- 17.1 Appropriate training will be provided by the Company to ensure that staff are able to perform their tasks to the required standard.

18. Travel

- 18.1 If an Employee is requested and agrees to work at a place other than their normal place of work, outside of a 15 kilometre radius for less than one (1) week, they shall be paid ordinary time rates for the travel time in excess of the 15 kilometre radius referred to above (irrespective of if such hours fall within or outside of ordinary hours of work). Whether during normal working hours or for overtime, other than overtime that an Employee volunteers to undertake.
- 18.2 Where the distance to the alternative location is greater than that route normally taken to work and the Employee is required to use their own vehicle, the Company will pay an allowance of \$1.11 per kilometre travelled in excess of the normal journey including any toll charges. If an Employee is required to use public transport, fares appropriate to that travel shall be reimbursed by the Company. The form of transport must be approved by DSC prior to incurring the expense (s).

- 18.3 The use of an Employee's vehicle will only occur by mutual agreement, under normal circumstances and wherever possible a Company provided vehicle would be the preferred option.
- 18.4 All insurances and the roadworthiness of an Employee's vehicle remains the responsibility of the Employee at all times.
- 18.5 The above circumstances do not apply in the event that an Employee accepts a transfer to an alternative site or is transferred to an alternative site due to operational / customer requirements. In both circumstances appropriate notice periods will be provided.

19. Relocation

- 19.1 Notwithstanding this and clause 18 - Travel, Employees shall comply with all reasonable requests to transfer to another location provided that the change does not involve greater than an additional thirty (30) minutes travel time to work from the Employee(s) usual home address.
- 19.2 Should an Employee have any concerns regarding a proposed relocation then the Employee should raise the matter as per clause 31 - Grievance Procedure. Throughout the Grievance Process open and honest communication will take place and the Employees personal circumstances will be taken into account.
- 19.3 Where the Company requires an Employee to temporarily perform work at another location/agency and that location/agency is covered by a different enterprise agreement, the Employee will receive their existing rate of pay or the rate of pay applicable to the site/agency to which they have been temporarily relocated, whichever is the higher. All other conditions of employment will remain unchanged.
- 19.4 The above circumstances (clause 19 - Relocation) do not apply in the event that an Employee accepts a transfer to an alternative site or is transferred to an alternative site due to operational/customer requirements.

20. Ordinary Hours Breaks

20.1 Meal Breaks for Ordinary Hours Worked Within the Span of Hours as defined in clause 13 - Span of Hours – DAY WORK ONLY

- a) No Employee will be required to work for more than five (5) hours without a break.
- b) If a day worker works four (4) or less ordinary hours in a rostered shift they will not be eligible for a rest or meal break. If a day worker works more than four (4) ordinary hours per day, but less than five (5) ordinary hours per day in a rostered shift, they are entitled to one (1) fifteen (15) minute paid rest break only. Day workers working between five (5) and 7.6 ordinary hours per day are allowed one (1) fifteen (15) minute paid rest break and one (1) thirty (30) minute unpaid break only.
- c) Day work Employees working 9.5 ordinary hours per day over 4 days a week shall receive a twenty (20) minute paid rest break in lieu of the abovementioned fifteen (15) minute paid rest break. Day workers working 9.5 ordinary hours per day over 4 days a week shall receive a thirty (30) minute unpaid break per shift in accordance with this section.
- d) Day work Employees working ordinary hours within the span of hours as defined by clause 13 - Span of Hours (day workers) will not be eligible for any other breaks.

- e) The timing of the breaks in this section will be determined by the Company in line with the requirements of this section and operational requirements.
- f) Employees are responsible for ensuring that they take their meal and rest breaks as described above each day. Employee(s) will be advised of their meal and rest break times in accordance with operational requirements.
- g) Below is an illustrative table of how breaks apply under this section to ordinary hours of work completed within the span of hours as defined by clause 13 - Span of Hours (day work):

Shift type	Shift Length (ordinary hours)	Example Roster patterns	Rostered time (time at work per shift)	Paid time – ordinary hours (per shift)	Total breaks (during ordinary hours)
Day work (spread between 6am – 6pm as defined by clause 13 - Span of Hours) Monday to Friday	4 hours or less	-	4 hours or less	4 hours or less	Nil
	More than 4 hours but less than 5 hours	-	More than 4 hours but less than 5 hours	More than 4 hours but less than 5 hours	1 x 15 minutes <u>paid</u> rest break
	Between 5 hours and 8 hours and 6 mins	7 hours 36 minutes x 5 consecutive shifts per week	Between 5 hours and 8 hours and 6 mins	Between 4 hours and 30 minutes and 7 hours minutes and 36 minutes (7.6 hours)	1 x 30 minute unpaid meal break 1 x 15 minute <u>paid</u> rest break
	10 hours	9 hours 30 minutes x 4 shifts per week	10 hours	9 hours 30 minutes	1 x 30 minute unpaid meal break 1 x 20 minute <u>paid</u> rest break

20.2 Meal Breaks for Ordinary Hours Worked Outside of the Span of Hours as defined by clause 55 - Shift Work – SHIFT WORK ONLY

- a) No Employee will be required to work for more than five (5) hours without a break.
- b) If a shift worker as defined by clause 55 - Shift Work works four (4) or less ordinary hours in a rostered shift they will not be eligible for a rest or meal break. If a shift worker as defined by clause 55 - Shift Work works more than (4) ordinary hours per day, but less than five (5) ordinary hours per day in a rostered shift, they are entitled to one (1) twenty (20) minute paid rest break only.
- c) If a shift worker as defined by clause 55 - Shift Work works between five (5) and 7.6 ordinary hours per day, they shall take one (1) twenty (20) minute paid rest break and one (1) thirty (30) minute unpaid meal break only.
- d) Shift work Employees as defined by clause 55 - Shift Work working 9.5 ordinary hours per day over 4 days a week shall receive one (1) twenty five (25) minute paid rest break in lieu of the abovementioned twenty (20) minute paid rest break. Shift workers as defined by clause 55 - Shift Work working 9.5 ordinary hours per day over 4 days a week shall receive a thirty (30) minute unpaid break per shift in accordance with this clause.
- e) Employees working ordinary hours outside the span of hours (shift work – as defined by clause 55 - Shift Work) will not be eligible for any other breaks.

- f) The timing of the breaks in this section will be determined by the Company in line with the requirements of this section and operational requirements.
- g) Employees are responsible for ensuring that they take their meal and rest breaks as described above each day. Employee(s) will be advised of their meal and rest break times in accordance with operational requirements.
- h) Below is an illustrative example of how breaks apply under this section to ordinary hours of work completed during early morning, afternoon, and night shifts:

Shift type	Shift Length (ordinary hours)	Roster pattern	Rostered time (time at work per shift)	Paid time – ordinary hours (per shift)	Total breaks (during ordinary hours)
Early morning, afternoon, and night shifts – as defined by clause 55 - Shift Work	4 hours or less	-	4 hours or less	4 hours or less	Nil
	More than 4 hours but less than 5 hours	-	More than 4 hours but less than 5 hours	More than 4 hours but less than 5 hours	1 x 20 minute paid rest break
	Between 5 hours and 8 hours and 6 mins	7 hours 36 minutes x 5 consecutive shifts per week	Between 5 hours and 8 hours and 6 mins	Between 4 hours and 30 mins and 7 hours 36 minutes (7.6 hours)	1 x 30 minute unpaid meal break 1 x 20 minute paid rest break
	10 hours	9 hours 30 minutes x 4 shifts per week	10 hours	9 hours and 30 minutes (9.5 hours)	1 x 30 minute unpaid meal break 1 x 25 minute paid rest break

21. Overtime Breaks

21.1 Overtime Breaks Standalone

Clause 20 - Ordinary Hours Breaks and 21 - Overtime Breaks stand alone and do not apply to subclauses 21.2 and 21.3.

21.2 Overtime Worked on a Weekend or Non-Working Day

An Employee working overtime on a weekend or non-working day shall be allowed a twenty (20) minute rest break without deduction of pay after each four (4) hours of overtime is worked. This overtime break only applies when the Employee continues to work after the four (4) hours of overtime. The same breaks apply under this section for any day and shift work overtime performed. Below is an illustrative example of how this overtime break would be applied under this section:

Overtime hours	Total breaks
Up to 4 hours	Nil
4 or more hours but less than 8 hours	1 x 20-minute <u>paid</u> break
8 or more hours but less than 12 hours	2 x 20-minute <u>paid</u> breaks

21.3 Overtime Worked Consecutively Before or After Ordinary Hours

An Employee will also be entitled to the overtime break detailed in subclause 21.2 after each four (4) hours of overtime is consecutively worked directly before or directly after ordinary

hours of work. The breaks apply under this section for any day and shift work overtime performed. Below is an illustrative example of how this overtime break would be applied under this section:

Overtime hours <u>consecutively</u> worked before or after ordinary hours	Total breaks
<u>Up to 4 hours</u> E.g., an Employee's ordinary hours commence at 8am and the Employee is required to complete three hours of overtime from 5am. The Employee then completed one additional hour of overtime at the conclusion of their shift, totaling four hours of overtime.	Nil as four hours of overtime was not consecutively worked before or after ordinary hours
<u>4 or more hours but less than 8 hours</u> E.g., an Employee's ordinary hours commence at 10am and the Employee completed four hours of overtime from 6am.	1 x 20-minute <u>paid</u> break

21.4 Timing of Breaks

The timing of the breaks in subclauses 21.2 and 21.3 will be determined by the Company in line with the requirements of this section and operational requirements. Employees are responsible for ensuring that they take any overtime break as described above each day. If an Employee is entitled to an overtime break, they will be advised of their any overtime break in accordance with operational requirements.

21.5 Overtime Forming Part of Ordinary Hours Shift

Where overtime is paid to form part of an ordinary hours shift, the overtime break detailed in subclause 21.3 will not apply and the meal breaks applicable under subclause 20.1 and 20.2 will apply. For example, where a shift commences on a Sunday night at 7pm and finishes at 3.06am on a Monday, the hours worked on the Sunday will be paid at overtime rates as they do not form part of the working hours detailed in clause 12 - Working Hours of this Agreement. However, the overtime breaks detailed above will not apply as additional hours would not be worked in this situation entitling an Employee to receive overtime breaks.

22. Contract of Employment

22.1 Employees shall be employed as full time, part time or DHL casual employees.

22.2 Casual Employees will be engaged on an hourly basis and will be paid weekly. The minimum daily hours of work are four (4) on any one day.

22.3 All Employees are on probation for the first six (6) months of their employment.

23. Termination of Employment

23.1 Employment may be terminated by the company by giving the appropriate notice in writing as shown in the table below.

Years of Service	Notice Period By Age of Employee	
	Under 45	45 Years and Over
Less than 1 year	1 week	1 week
1 year and less than 3 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

23.2 Where the company terminates the employment, payment in lieu of notice may be made.

- 23.3 The Company shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.
- 23.4 DHL Supply Chain will follow the Disciplinary Procedure prior to terminating employment due to unsatisfactory performance or behaviour.
- 23.5 Where the Employee has decided to end their employment with the company through resignation, the company agrees that the Employee will only be required to give a maximum of two (2) weeks' notice.

24. DHL Supply Chain Casuals

- 24.1 Casual Employees are employed by the hour and paid as such for a minimum of four (4) hours on any one day. A casual is paid the hourly rate for the position plus a 15% casual loading. In addition, an amount of one twelfth (1/12th) of ordinary time earnings is paid in lieu of annual leave. Casual rates include full entitlement on a pay as you go basis.
- 24.2 Where a casual Employee is entitled to any other loadings in addition to the casual loading (such as shift loadings), such loadings will be calculated on the base rate of pay.
- 24.3 For DHL Supply Chain casuals engaged more than six (6) months, who are offered continuous employment as a permanent Employee, the conditions of the probationary period will not apply.
- 24.4 DHL Supply Chain casuals employed on a regular and systematic basis for a period of longer than six (6) months will be deemed to be permanent Employees. This is subject to their preference to remain as a casual Employee.

25. Agency Casuals not employed by DHL Supply Chain

- 25.1 DHL Supply Chain will pay agency casuals (i.e. Employees of labour hire providers) not employed by DHL Supply Chain as per this Agreement and as per the DHL Supply Chain classification for agency labour, i.e. Production Person Level 1 rate.

26. Permanent Part Time

- 26.1 The Company may employ Employees on a permanent part-time basis. For permanent part-time Employees, clauses of this Agreement shall be applied on a pro-rata basis. Hours of work will be agreed between the Company and the Employee in writing.
- 26.2 If a change to the weekly hours of work is required, the Employee will be provided with five (5) working days' notice. An Employee and the Company may agree to change the Employee's working hours, without the provision of five (5) days' notice or penalty payment.
- 26.3 Hours of work will be agreed between DHL Supply Chain and the Employee in writing. From time to time, due to operational and other requirements DSC and the Employee may agree to vary these hours. The additional hours worked in excess of those agreed between the Company and the Employee (or varied by mutual agreement) will be paid at the appropriate overtime rates.
- 26.4 Annual leave and personal leave will be accrued for all ordinary hours worked.

27. Job Sharing

27.1 Definition

Job sharing is an arrangement where, with the agreement of the Company, two Employees voluntarily share all of the duties and responsibilities of a permanent full-time position. The status, nature and responsibility of a position will not alter whether the position is being filled on a share or individual basis.

27.2 Purpose

The parties accept that job-sharing will create greater flexibility in the working arrangements and has the potential to be mutually beneficial to the Company and Employees.

27.3 Access to Job Sharing

The Company shall determine positions that are suitable for job sharing.

27.4 Contract of Employment and Job Sharing Agreement

The working arrangements and responsibilities for a particular position shall be determined by the Company.

Each job sharer will hold an individual letter of appointment incorporating the job sharing agreement that outlines details regarding the sharing of the job. It will include such matters as the number of hours to be worked by each job sharer and when those hours are to be worked, overlap time, entitlements to personal (sick), annual leave and special family leave, leave for skills development and training, and the job description for the position.

27.5 Hours of Work

Hours of work can be split, for example, half days, alternate weeks, alternate days, or any way that suits the personal needs of the job sharers and the business needs of the Company.

The conditions relating to hours of work in this Agreement shall extend to job shared positions on a pro-rata basis.

27.6 Overtime

A Job sharer shall be entitled to be paid overtime in accordance with clause 48 - Overtime of this Agreement.

27.7 Absences of Leave

A job sharer must take annual leave or other extended leave separately. When one sharer is on leave the other sharer will do the full job.

A job sharer who relieves in the other portion of the job share position during periods of personal (sick) leave, annual leave, carer's leave, or other authorised absences shall only be entitled to payment at single time for the total normal hours of the job share position.

27.8 Vacation of the Job Sharing Position

An individual job sharer may terminate the job sharing arrangement on the giving of four (4) weeks' notice in writing to the Company, at which time the Company will consider the continued viability of the job sharing and subsequent recruitment.

27.9 Independent Status of Job Sharers

While both job sharers are to contribute to the responsibilities and completion of tasks for a position, each job sharer is to be individually assessed for performance appraisals and disciplinary purposes. Normal procedures are to operate.

27.10 Training

Job sharers are entitled to the same level of training as would be available to an individual occupying the position on a non-shared basis.

28. Classification Structure

28.1 Production Person Level 1

A Production Person is expected to perform any of the following functions.

Skills/Duties: across all facets of warehousing activities:

- Packaging, kitting, co packing, assembling, bagging of stock items in accordance with the specific product requirements, standard operating procedures, and batch packaging documents;
- Good Manufacturing Practice and Quality;
- Housekeeping of work area;
- Use of non-licensed material handling equipment;
- Loading and unloading of product;
- Principles and responsibilities for WHSE;
- Other duties as required.

A Production Person Level 1 reports to a Team Leader, Leading Hand, Supervisor or Manager. The Production Person may apply for Storeperson positions as they arise within DHL Supply Chain and may be appointed to such positions if they have the necessary skills and experience, and they are the most suitable applicant for the position

28.2 Production Person Level 2

A Production Person is expected to perform any of the following functions.

Skills/Duties: across all facets of warehousing activities:

- Any functions falling within the classification of Production Person Level 1;
- Packaging, kitting, co packing, assembling, bagging of stock items in accordance with the specific product requirements, standard operating procedures, batch packaging documents, staging, and preloading;
- Good Manufacturing Practice and Quality;
- Housekeeping of work area;
- Use of non-licensed material handling equipment;
- Loading and unloading of product;
- Basic computer operation associated with the above tasks;
- Principles and responsibilities for WHSE;
- Other duties as required.

A Production Person Level 2 reports to a Leading Hand, Team Leader, Coordinator or Supervisor. The production person may apply for Storeperson positions as they arise within DHL Supply Chain and may be appointed to such positions if they have the necessary skills and experience, and they are the most suitable applicant for the position.

28.3 Storeperson

A Storeperson is expected to perform any of the following warehouse functions.

Skills/Duties:

- Any functions falling within the classification of Production Person Level 1 and 2;

- Receiving, picking, and despatching stock into and from the warehouse;
- Use of pick to light, pick to voice, RF Scanning devices or electronic equipment;
- Liaison with suppliers and customers;
- Good Manufacturing Practice and Quality;
- Stock counting and control;
- Responsible for warehouse housekeeping of work area;
- Use of non-licensed;
- Ad hoc use of licensed material handling equipment;
- Basic computer operation associated with the above roles;
- Administration duties associated with the above roles;
- Principles and responsibilities for WHSE;
- General Housekeeping;
- Administration duties;
- Other duties as required

A Storeperson reports to a Leading Hand, Team Leader, Coordinator or Supervisor.

A Storeperson may be required to work as a Production Person from time to time.

28.4 Storeperson A

A Storeperson A is an employee who, in addition to performing any of the warehouse functions outlined in clause 28.3 - Storeperson, performs licensed material handling equipment operation as part of their primary duties and meets the criteria as defined in clause 61 - Material Handling Equipment (MHE) Allowance.

28.5 Storeperson (Preserved)

A Storeperson (Preserved) is expected to perform any of the following warehouse functions.

Skills/Duties:

- Receiving, picking, and despatching stock into and from the warehouse;
- Use of pick to light, pick to voice, RF Scanning devices or electronic equipment;
- Liaison with suppliers and customers;
- Good Manufacturing Practice and Quality;
- Stock counting and control;
- Responsible for warehouse housekeeping of work area;
- Use of non-licensed;
- Ad hoc use of licensed material handling equipment;
- Basic computer operation associated with the above roles;
- Administration duties associated with the above roles;
- Principles and responsibilities for OHSE;
- General Housekeeping;
- Administration duties;
- Other duties as required

A Storeperson (preserved) reports to a Leading Hand, Team Leader, Co-ordinator, or Supervisor.

28.6 Storeperson A (Preserved)

A Storeperson A (Preserved) is an employee who, in addition to performing any of the warehouse functions outlined in clause 28.5 - Storeperson (Preserved), performs licensed material handling equipment operation as part of their primary duties and meets the criteria as defined in clause 61 - Material Handling Equipment (MHE) Allowance.

28.7 Leading Hand

The Leading Hand will be paid an allowance of \$76.88 per week above the Storeperson/Storeperson (preserved) wage rates. The Leading Hand will remain \$76.88 ahead of the Storeperson/Storeperson (preserved) wage rates in line with ATTACHMENT 1 - RATES OF PAY.

In addition to their normal duties, outlined in the classification of Storeperson, a Leading Hand will have in-depth knowledge of processes of the base functions of the warehouse and guides their team in relation to:

- Despatch;
- Inwards;
- Stock control;
- Quality control systems operation;
- Use of pick to light, pick to voice, blackbay and RF Scanning devices;
- Scanning of freight of "subcontractors" engaged each day, where applicable;
- Good Manufacturing Practice and Quality;
- Responsible for warehouse housekeeping of work area;
- Use of non-licensed and licensed material handling equipment;
- Computer operation;
- Administration duties;
- The day to day direction and productivity of store people, and production people under his/her control;
- Liaison with customers, Suppliers and Clients;
- Principles and responsibilities for WHSE;
- Other duties as required.

The Leading Hand reports to a Team Leader, Supervisor, Co-ordinator, or Manager.

28.8 Team Leader

In addition to their normal duties, outlined in the classification of Storeperson, a Team Leader will have in-depth knowledge of processes of the base functions of the warehouse and takes on responsibility for the performance of their team in relation to:

- Despatch;
- Inwards;
- Stock control;
- Quality control systems operation;
- Use of pick to light, pick to voice, blackbay and RF Scanning devices;
- Scanning of freight of "subcontractors" engaged each day, where applicable;
- Good Manufacturing Practice and Quality;
- Responsible for warehouse housekeeping of work area;
- Use of non-licensed and licensed material handling equipment;
- Computer operation;
- Administration duties;
- The day to day direction and productivity of store people and production people under his/her control;
- Liaison with customers , Suppliers and Clients;
- Principles and responsibilities for WHSE;
- Other duties as required.

The Team Leader reports to a Coordinator, Supervisor or Manager.

28.9 Leading Hand (preserved)

Only Employees whose names are listed in ATTACHMENT 3 - PRESERVED RATES OF PAY will be entitled to Leading Hand (preserved) rates of pay set out in ATTACHMENT 1 - RATES OF PAY.

Where an Employee whose name is listed in ATTACHMENT 3 - PRESERVED RATES OF PAY accepts a role covered by another Agreement they will no longer be entitled to the preserved rates of pay set out in this Agreement.

For example: Where a store person (preserved) whose name appears in ATTACHMENT 3 - PRESERVED RATES OF PAY successfully applies for a Leading Hand position covered by the DHL Supply Chain General Logistics - NSW Enterprise Agreement 2024, they will be paid as a Leading Hand as per that Agreement and will no longer be entitled to the preserved rates of pay under this Agreement

29. Presentation

29.1 DHL Supply Chain is a customer driven organisation. Customers and suppliers frequently visit our premises. For these reasons it is important that our uniforms are presentable and the standard of housekeeping in our workplace be high at all times. Uniforms are supplied, they must be kept clean and worn. Employees who report to work in an unpresentable uniform may be sent home without pay.

29.2 The uniform issue will include 5 Shirts, 2 Shorts, 2 Trousers, 2 Windcheater jumpers, 1 Beanie and 1 Bomber jacket. The Company will supply steel capped safety boots. Replacement of all uniform items will be on a fair wear and tear (exchange) basis. All uniform items, including safety boots must be returned when leaving the Company, prior to final payment being received. Steel capped safety boots must be worn at all times whilst working in the warehouse.

29.3 In the interest of safety and image, Employees are required to present themselves in a neat and hygienic manner ensuring long hair is tied back for their safety as well as removing any jewellery and or piercing that may be unsuitable to the warehousing and distribution environment as far as causing bodily harm if caught or pulled.

30. Redundancy

30.1 DHL Supply Chain will seek to avoid redundancies. However, in the event of redundancy, DHL Supply Chain will communicate with Employees at the earliest opportunity.

30.2 Subject to the retention of necessary skills and any operational requirements, the company may give consideration to volunteers before forced redundancies, however the Company is under no obligation to accept volunteers.

30.3 In selecting Employees for redundancy, DSC will endeavour to take into account relevant factors including but not limited to skills, operational requirements, industry experience and service with DSC.

30.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including but not limited to malingering, inefficiency, neglect of duty.

30.5 Notice Period

The notice provisions as per clause 23 - Termination of Employment shall apply.

Payment in lieu of notice shall be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

30.6 Redundancy Pay

Where an Employee is to be terminated due to their redundancy, the Company shall pay the following redundancy pay in respect of a continuous period of service. The following scale will apply in the event of retrenchment for permanent Employees only.

Employee Years of Service	Under 45 Years of Age Entitlement	45 Years and Over Entitlement
Less than 1 year	Pro rata	Pro Rata
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	9 weeks
3 years and less than 4 years	10 weeks	13 weeks
4 years and less than 5 years	13 weeks	17 weeks
5 years and less than 6 years	16 weeks	21 weeks
6 years and less than 7 years	19 weeks	25 weeks
7 years and less than 8 years	22 weeks	28 weeks
8 years and less than 9 years	25 weeks	32 weeks
9 years and less than 10 years	28 weeks	36 weeks
10 years and over	31 weeks	40 weeks

- 30.7 Where an employee listed in this attachment is to be terminated due to their redundancy, the Company shall pay the above redundancy pay in respect of a continuous period of service. The above scale will apply in the event of retrenchment for permanent Employees only.
- 30.8 In addition the Company agrees to pay out any unused Personal (Sick) Leave, to a maximum of 228 hours (equivalent to six (6) weeks), to any person made redundant. This is in recognition of their good attendance record.
- 30.9 The Employees affected will be provided with assistance in future employment through training in preparation of letters of application, resumes and interview skills. Reasonable time will be made available, by mutual agreement, for Employees to attend interviews.
- 30.10 An Employee will not be entitled to redundancy pay where the Employee is redeployed to a suitable alternative position within DSC or where DSC obtains other acceptable employment for the affected Employee and such employment is rejected by the Employee.
- 30.11 For purposes of this clause, a week's pay will consist of the Employee's base hourly rate of pay multiplied by the Employee's ordinary hours of work.

31. Grievance Procedure

- 31.1 A dispute or claim as to conditions of employment of any of the Employees covered by this Agreement or the National Employment Standards shall be settled in accordance with this clause.
- 31.2 The Employee who has the problem should discuss the matter with the appropriate supervisor
- 31.3 If for the purposes of this clause:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or Employees advise the Company of the identity of the representative (appointed representative);

then the Company must recognise the representative.

- 31.4 In the first instance, the parties will attempt to resolve the matter in dispute at the workplace by discussions between the effected Employee(s) concerned and the relevant supervisor.
- 31.5 If the Employee does not receive an answer after a reasonable period, or is not satisfied with the answer received, the Employee is to raise the matter with the manager. The Employee may choose to be accompanied by an appointed representative.
- 31.6 The representative may interview the employee(s) concerned and the supervisor. The representative shall have reasonable access to resources (including photocopier, telephone, fax machine and notice board) to perform their role.
- 31.7 Any Employee involved in the dispute procedure steps shall be released on paid time.
- 31.8 If such discussions do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate. The Employee may invite a representative, including an UWW Union Organiser, to be involved in the discussions.
- 31.9 If the matter in dispute remains unresolved, the Company may refer it to a more senior level of management. The Employee may invite a representative, including a more senior UWW union official, to be involved in the discussions. The provisions of this subclause need not apply unless either party requests otherwise.
- 31.10 If the matter in dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the dispute to Fair Work Commission ('the Commission') for conciliation, and, if necessary, arbitration.
- 31.11 A party to the dispute may appoint a person, organisation, or association to support and/or represent them in any discussion or process.
- 31.12 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 31.13 Until the matter in dispute is determined, the status Quo shall remain, and work shall proceed normally. Status Quo shall mean the situation existing immediately prior to the dispute and or the matter giving rise to the dispute.
- 31.14 The Commission shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence, and submissions which are necessary to make the arbitration effective. Arbitration will only deal with matters arising from the operation and / or application of the Agreement.
- 31.15 The powers in 31.14 do not include the power to require the attendance of officers or Employees of a client as witnesses or the production of documents or records that are the property of a client.
- 31.16 Guarantee of Services

During any grievance or dispute, Employees will guarantee that hospital orders and Ethical drug orders (excluding Over The Counter (OTC) products) are not affected by any industrial action, bans or limitations. This Guarantee of Service will cover all aspects of work including and not limited to, loading, and unloading of trucks, receiving of deliveries, picking, and packing.

32. Discipline Procedure

32.1 Policy

Disciplinary action in the event of poor performance, breaches of policy, or other undesirable actions, is to be fair and uniform.

The circumstances of any breach of performance or behaviour will be investigated fully by the immediate supervisor/manager. The Employee will always be given the opportunity to state their case and seek external assistance if so desired. The Employee may nominate a representative during any stage of the disciplinary process.

Disciplinary action may be taken for unsatisfactory behaviour or job performance. Repetition of minor incidents will be dealt with as follows:

32.2 Responsibilities

The Employee's supervisor/manager in conjunction with a representative chosen by the Employee is responsible for following the disciplinary procedure.

The General Manager authorises termination of employment.

32.3 Procedure

In circumstances where a minor breach of the Company's policies, procedures or Employees contract of employment occur a verbal warning may be issued by the Employees immediate Supervisor / Manager. The Employee will be given an opportunity to explain their position and an opportunity to improve.

The verbal warning will be noted on the Employees file. This record will be cleared after six (6) months.

Stage 1 – First Written Warning

A written warning will be given by the immediate supervisor/manager and recorded on the Employee's file. The Employee will be given the opportunity to explain their position. The Employee may sign the warning as acknowledgment of its receipt. The Employee may have a representative present.

The warning will clearly state:

- the nature and circumstances of the breach or offence
- the improvements to be made, or behaviour which must change; and,
- what further action will be taken if the desired improvement does not occur
- If no further offence occurs, then the record will be cleared after 12 months.

In the case of more serious misconduct Stage 1 may be omitted and a written warning issued as in Stage 2.

The warning may indicate that it is a final warning, which could result in dismissal if the breach is repeated, or the desired improvement is not made.

Stage 2 – Second Written Warning

If the conduct or performance does not improve, or in the event of a repeated or more serious offence, the Employee's supervisor/manager will interview the Employee and, if necessary, issue a written warning. The Employee may have a representative present.

The warning will clearly state:

- the nature and circumstances of the breach or offence
- the improvements to be made, or behaviour which must change; and,

- what further action will be taken if the desired improvement does not occur.
- If no further offence occurs, then the record will be cleared after twelve (12) months.

Stage 3 – Final Warning

Where the conduct/performance does not improve, or in the event of a sufficiently serious conduct/unsatisfactory performance the Employee may be issued with a final written warning following any necessary investigation and disciplinary meetings.

The Employee will have the opportunity to explain their position and have a representative present if desired.

Stage 4 - Termination of Employment

If the manager considers that termination of employment is warranted, a recommendation for this action is made to the General Manager. The General Manager must authorise termination.

32.4 Termination of Employment Without Notice (Summary Dismissal)

In event of serious misconduct an Employee may be stood aside on full pay while the matter is investigated. If the case is exceptionally serious, dismissal will be immediate. Serious Misconduct will have its ordinary meaning. Whilst not an exhaustive list, the following are examples of misconduct normally resulting in termination without notice:

- falsification of DHL Supply Chain records including but not limited to timesheets, customer records, consignment notes, orders, and invoices;
- acts of violence or threatening behaviour towards other Employees or members of the public;
- acts of dishonesty such as theft, serious misuse of DHL Supply Chain assets;
- giving or accepting a bribe;
- unauthorised disclosure of DHL Supply Chain confidential information;
- acts of indecency;
- the inability to carry out normal duties as a result of the use of intoxicants;
- consuming alcohol or illegal drugs during work;
- wilful damage to DHL Supply Chain property;
- serious breach of safety procedure;
- serious breach of DHL policies and procedures as amended from time to time;
- conduct that compromises the security of DHL Supply Chain;
- Breaches of the DHL Supply Chain Social Media Policy;
- any form of workplace bullying, intimidation, or harassment;
- deliberate serious breach of GMP, SOP's or QA procedures;
- any criminal activity committed on DHL Supply Chain premises.
- Inappropriate conduct when dealing with customers, suppliers, or the general public.

32.5 Responsibility

The Employee's manager can suspend from duty the Employee on full pay. The General Manager authorises termination of employment.

32.6 Procedure

1. The Employee's supervisor/manager conducts an investigation and a disciplinary interview. Another manager is to be present at the disciplinary interview. The Employee must have the opportunity to explain their position and may have a representative present if desired.
2. If the supervisor/manager considers that termination of employment is warranted, a recommendation for this action is made to the General Manager.

3. If a dispute arises out of the application of this clause it will be dealt with in accordance with clause 31 - Grievance Procedure.

33. Job Abandonment

- 33.1 If an Employee is absent from work for a period of three (3) consecutive working days without the consent of the Company and without notifying the Company, that person will be deemed to have abandoned employment.
- 33.2 Unless the person is able to satisfy the Company that there is a reasonable cause for the absence or for not making verbal contact with the Supervisor / Manager, the contract will be terminated from the date of last attending work, or the last day's absence for which consent was given – whichever is the latter.
- 33.3 This clause will operate subject to the National Employment Standard of the *Fair Work Act 2009* (Cth).

34. Annual Leave

- 34.1 A full-time Employee is entitled to four (4) weeks of paid annual leave for each year of service. DHL Supply Chain see annual leave as being important to the health and wellbeing of the individual and their families and therefore, unless agreed otherwise with the individual Employee, will encourage all Employees to take their annual leave entitlements on the calendar year the leave falls due, taking into consideration customer and operational requirements. Annual leave accrues on a pro-rata basis for part time employee, based on ordinary hours worked.
- 34.2 An Employee who is a shift worker for the purpose of the NES (as defined in clause 55 - Shift Work is entitled to five (5) weeks paid annual leave per year of service.
- 34.3 Employees will be required to manage their annual leave balances. Employees in consultation with their supervisor/manager will be required to plan for taking period(s) of annual leave.
- 34.4 Where the Employee and DSC are unable to reach agreement on taking sufficient annual leave, DSC has the right to direct the Employee to take a period of annual leave with the provision of four (4) weeks' notice. Applications for annual leave must be made in writing on the approved form or via the approved electronic (computerised) system not less than two (2) calendar weeks prior to starting date, unless otherwise agreed by the Company. The Company will make payment for the period of accrued annual leave in accordance with the Employee's pay cycle, unless advance payment for accrued annual leave is indicated on the leave application form.
- 34.5 The authorised manager or supervisor is responsible for the approval of annual leave. If a public holiday falls within an Employee's annual leave, as prescribed in the Agreement, and is on a day which would have been an ordinary working day, then extra time equivalent to the public holiday is added to the Employee's annual leave.
- 34.6 Annual Leave Loading
An Annual Leave Loading equal to the greater of shift loading or 17.5% of the weekly rate for the period of the annual leave, will be paid to an Employee in conjunction with their leave payment. Annual leave loading is payable on all fully accrued annual leave paid out upon termination.

35. Personal (Sick) Leave

- 35.1 Employees should not attend work when they are sick, due to the potential personal and public health implications. However, abuse of personal (sick) leave has a serious impact on the ability of the business to provide a reliable distribution service to our customers. The Company reserves the right to implement measures to prevent the abuse of personal (sick) leave.
- 35.2 Taking the above into account, a full-time Employee who is absent from work due to personal illness or injury accrues ten (10) days Personal (Sick) Leave in accordance with the *Fair Work Act 2009* (Cth) and the following must be complied with:
- a) Absences. The Company will request that an Employee provide a certificate from a duly qualified medical practitioner for personal (sick) leave absences when:
 - an Employee has established a pattern of personal (sick) leave absences; or
 - an Employee is absent on the day before or after a public holiday; or
 - an Employee is absent on a Monday, Friday or any day linked to a non-working day; or
 - absences of greater than one (1) day.
 - b) The Employee shall make verbal contact with their Supervisor/ Manager to inform them of their inability to attend for duty as soon as is reasonably practical and prior to the commencement of the first shift on which absence will occur. Where an Employee is unable to make verbal contact prior to the commencement of their shift, they are to make contact as soon as possible.
 - c) If the employee is unable to personally make verbal contact with their Supervisor/ Manager the Employee's spouse or close family member can contact the Supervisor/ Manager to advise of the absence, however, the Employee is required to make verbal contact with the Supervisor/ Manager as soon as reasonably practicable.
 - d) The employee shall advise the nature of the illness or injury and the estimated duration of the absence.
 - e) The Supervisor/Manager will advise the Employee at the time the Employee makes contact of the requirement to provide a medical certificate upon their return to work.
 - f) The number of hours the Employee was rostered for (excluding overtime) will be subtracted from the Employee's personal (sick) leave entitlement in the event of a whole day absence.
 - g) If an Employee does not comply with the procedures detailed above without reasonable excuse they will forfeit any right to payment for the absence.
 - h) Unused personal (sick) leave for each year of service accumulates.

36. Carer's Leave

- 36.1 Note that this is not additional leave entitlement, but a way of allowing greater flexibility in the use of entitlements to assist Employees in balancing their work and family commitments. Employees may use one of the following methods to provide care for an immediate family member who is ill:
- a) Use of Personal (Sick) Leave: A permanent Employee may use their personal (sick) leave entitlements to care for an immediate family member who is ill.

- b) Use of Annual Leave: An Employee may use up to 38 hours of their annual leave entitlements each year to care for an immediate family member or partner.
- c) Time off in Lieu of Overtime: An Employee may, with the consent of management, elect to take time off in lieu of overtime worked to care for an immediate family member or partner.
- d) Make up Time: An Employee may, with the consent of management, elect to take off ordinary hours to care for an immediate family member or partner and work them at a later time during the spread of hours in this Agreement, at the ordinary rate of pay.
- e) Leave Without Pay: The Employee may elect take two (2) days of unpaid carer's leave each year in accordance with the *Fair Work Act 2009* (Cth). An Employee may take further unpaid carers leave in excess of what is provided under the *Fair Work Act 2009* (Cth) to care for an immediate family member or partner with the consent of management.

36.2 "Immediate family" includes:

- a) the Employee's spouse (including former spouse, de facto spouse, former de facto spouse, or same sex partner). De facto spouse means a person who lives with the Employee as husband or wife on a bona fide domestic basis, or
- b) child or adult child (including adopted child, step-child, or ex nuptial child), or
- c) parent, parent-in-law, or
- d) grandparent, or
- e) grandchild, step grandchild or
- f) sibling of the Employee or of the Employee's spouse, or
- g) any other person who immediately prior to that person's illness, injury, or death, lived with the Employee as a member of the Employees family.

36.3 Wherever practical the Employee should notify the Company prior to the intention to take Carer's leave. If this is not possible then as soon as reasonably practicable

37. Compassionate (Bereavement) Leave

37.1 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.

37.2 In the event of the death of an immediate family member overseas and the Employee attends the funeral and/or related matters overseas, the Employee will be eligible for two (2) additional days of compassionate leave without loss of pay (a total of seven (7) days of

compassionate leave). The employee will be required to provide satisfactory evidence pertaining to the death and/or funeral arrangements.

- 37.3 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.
- 37.4 The term immediate family includes:
- a) the Employee's spouse (including former spouse, de facto spouse, former de facto spouse, or same sex partner). De facto spouse means a person who lives with the Employee as husband or wife on a bona fide domestic basis, or
 - b) child or adult child (including adopted child, step-child, or ex nuptial child), or
 - c) parent, parent-in-law, or
 - d) grandparent, or
 - e) grandchild, step grandchild or
 - f) sibling of the Employee or of the Employee's spouse, or
 - g) any other person who immediately prior to that person's illness, injury, or death, lived with the Employee as a member of the Employees family.
- 37.5 At all times the Company will handle with discretion and compassion matters related to bereavement.

38. Public Holidays

- 38.1 Employees are entitled to the following public holidays set out under the *Fair Work Act 2009* (Cth) without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day or any other day/part-day declared or prescribed as a public holiday in New South Wales in lieu of these days.
- 38.2 One (1) additional Employee paid holiday will be observed each calendar year on a date agreed between the Company and the Employee, after successful completion of their probationary period.
- 38.3 If an Employee is absent from work on the working day before or the working day after a public holiday the Employee must have reasonable excuse or consent of the Company.
- 38.4 An Employee may by arrangement with the Company take another working day off in lieu of a public holiday on a paid hour basis.
- 38.5 All time worked on Christmas Day and Good Friday is paid at the rate of three (3) times the ordinary rate. All time worked on other public holidays is at the rate of two and a half times the ordinary rate (unless another day has been substituted for the holiday on a paid hour basis).
- 38.6 An Employee whose normal roster would not have them rostered to work on a day which a public holiday falls due to either a Non-Working day or any type of leave without pay will not receive payment for the public holiday.
- 38.7 A public holiday shall count for the ordinary time in the rostered week. The minimum payment for work on a public holiday is four (4) hours (at applicable public holiday rates).
- 38.8 Work on a public holiday will be on a voluntary basis.

39. Long Service Leave

39.1 The Company will provide long service leave in accordance with the *Long Service Leave Act 1955 (NSW)* (as amended).

40. Parental and Maternity Leave

40.1 Permanent Employees and casual Employees with at least twelve (12) months of regular and systematic service are entitled to up to 52 weeks unpaid parental leave at the birth of a child or adoption of a child under the age of 16 years. Parental Leave will be provided in accordance with the *Fair Work Act 2009 (Cth)*.

40.2 Notice

An Employee must provide written notice to their direct manager/supervisor of their intent to commence parental leave at least ten (10) weeks prior to the expected date of confinement or, in the case of adoption as soon as written approval is given by the adoption agency.

A doctor's certificate indicating the expected day of confinement must be provided at least ten (10) weeks before that date or, in the case of adoption as soon as written approval is given by the adoption agency.

40.3 Variation

To lengthen or shorten a period of parental leave, four (4) weeks' notice must be given in writing, to their Supervisor or Manager.

If an Employee wishes to extend their period of parental leave for a further period of up to twelve (12) months they must submit an application to their manager/supervisor at least four (4) weeks before their current period of leave ceases.

An application to extend parental leave must be considered having regard to operational requirements. Applications will be reviewed by the Company. The Employee will receive written advice as to outcome of their application in accordance with legislative requirements.

40.4 Effect on employment

Unpaid parental leave has the effect of suspending but not terminating employment. Therefore annual, personal (sick) and long service leave do not continue to accrue, and the unpaid period does not count towards length of service, however, does not break continuity of service.

40.5 Return to work

The Employee must notify the Company at least four (4) weeks before the end of the period of parental leave of the intended date of their return to work.

The Employee is entitled to return to the same position that they held before taking leave. If that position no longer exists, they are entitled to a position as close as possible, but at no less pay.

40.6 Both partners

Where both partners are employed by the company, they must take parental leave at different times except for a period of eight (8) weeks. The total combined leave is not to exceed 52 weeks.

41. Leave Without Pay

41.1 Other than unpaid leave provided under the *Fair Work Act 2009* (Cth), leave without pay will only be granted by mutual arrangement or when other forms of leave have been exhausted.

42. Remuneration

42.1 The parties to this Agreement recognise that DHL Supply Chain is a third party Logistics Company operating on a cost plus basis. Increases in the base rates shown in ATTACHMENT 1 - RATES OF PAY have to be agreed with our clients during contract renegotiations. Our success in this process will be dependent on our ability to demonstrate cost of living increases, productivity gains and improved levels of customer service.

42.2 The casual rate includes an additional 1/12th of ordinary earnings in lieu of annual leave. Supplementary payments and/or bonuses may be made to Employees based upon performance.

43. Incentive Plan

43.1 Refer ATTACHMENT 2 - DHL SUPPLY CHAIN INCENTIVE PROGRAM.

44. Productivity Agreement

44.1 The Employees agree to work with management to assist in increasing productivity gains in order to offset cost increases incurred by this Agreement.

45. Junior Employees

45.1 The minimum rates of pay for juniors shall be the following percentages of the rates set out in ATTACHMENT 1 - RATES OF PAY:

Age	Percentage of Classification Rate
At 17 years and under	70.0%
At 18 years	90.0%
At 19 years	100.0%

45.2 One junior may be employed to every three or fraction of three Storepersons. However the Company will not discriminate on the grounds of age in its recruitment policy. Junior Employees will be provided with work which is in line with their capability and skill level and with appropriate instruction and on the job training.

46. Superannuation

46.1 In accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) the Company will contribute on a monthly basis in arrears 11.5% of the Employees' ordinary time earnings (or the minimum statutory contribution if higher than 11.5%) into the Employee's nominated account. Where an Employee does not nominate a superannuation fund, superannuation contributions will be made in line with Australian Taxation Office or legislative requirements. This may involve superannuation contributions being made to the Company's nominated Superannuation Fund.

47. Payment of Wages

47.1 Wages will be paid weekly into permanent Employees nominated bank account every Thursday for work performed during the previous week.

48. Overtime

48.1 The following shall be treated as overtime and will be paid at the rate of time and one half for the first one and a half hours and double time thereafter:

- a) Hours worked in excess of 7.6 hours per day (except when hours are arranged in accordance with clause 14 - Flexible time Ordinary Hours);
- b) Hours worked in excess of 9.5 per day when hours are organised in accordance with clause 14 - Flexible time Ordinary Hours;
- c) Hours worked outside of the span of hours provided under the clause 12 - Working Hours (other than when working shift work as provided under clause 55 - Shift Work); and
- d) Hours worked in excess of average 38 ordinary hours per week.

48.2 For the purposes of overtime calculation each day / shift shall stand alone.

49. Special Case Overtime

49.1 A notice of special case overtime will be distributed to all Supervisors detailing that the special case overtime will be occurring. Interested Employees that satisfy all of the detailed special requirements are to respond to the designated Supervisor prior to the listed close off date.

49.2 Once the close off date has passed, the team will be selected, based on possession of the required skills and according to the following hierarchy:

1. Employed in the same agency (including long-term DHL Supply Chain Casuals)
2. Employed on the same site
3. Other DHL Supply Chain Employees
4. Temporary agency casuals currently working at DHL Supply Chain premises
5. Other temporary agency casuals

49.3 All staff selected will be added to a roster indicating start and finish times and meal breaks to ensure that all requirements are covered (e.g. minimum break). At the end of each day the Employee will sign off on the roster to indicate the hours are correct (initialling any changes) and the Supervisor, Account Manager or Site Manager will sign the page, (initialling any changes).

50. Call Back

50.1 An Employee recalled to work overtime after leaving the premises (whether notified before or after leaving the premises) shall be paid a minimum of four (4) hours work at the appropriate rate, unless:

- a) The person ceased work without authority;
- b) The work was done immediately prior to the employee's normal shift starting time;
- c) The work was completed immediately after the completion of the employee's normal shift.

51. Rostered After Hours Call Out

- 51.1 The following section is for the Retail, Automotive and Technology Division only and excludes the Healthcare and Consumer divisions. Employees performing Rostered After Hours Call Out will be covered by the following terms and conditions:
- 51.2 When an employee is rostered to be on call, they shall receive \$100 per week for the actual week they are rostered to be on call;
- 51.3 Employees required to use their vehicle in accordance with their work when they are on call shall receive up to a maximum \$50 per week (reimbursement) upon the production of petrol receipts.
- 51.4 When a rostered Employee receives an after hour call and is required to attend the site, they will receive a minimum payment of four (4) hours at the appropriate rate.
- 51.5 If an Employee receives another call out during the initial four (4) hour period or multiple calls during the initial four (4) hour period they will not receive more than one (1) minimum payment of four (4) hours.
- 51.6 If the work they are required to perform extends beyond four (4) hours they will be paid for the hours so worked.
- 51.7 When an Employee is rostered to be on call, they shall receive \$100 per week for the actual week they are rostered to be on call;
- 51.8 In order to effectively participate in the rostered after hours call out, the Employee must have their own vehicle available for their use and be an appropriately licensed driver. Employees required to use their vehicle in accordance with their work when they are on call shall receive up to a maximum \$50 per week (reimbursement) upon the production of petrol receipts directly related to their petrol usage associated with the call out.
- 51.9 The company recognises that in accordance with clause 52 - Minimum Break Employees are to receive a ten (10) hour break between shifts. In the case where an Employee receives a call out and a ten (10) hour break is not possible, the Employee is to make contact with the supervisor. Where possible the Employee will be allocated a ten (10) hour break by being able to attend for work later than scheduled. Any time that the Employee is away from the workplace because of the need for the Employee to receive a ten (10) hour break in accordance with clause 52 - Minimum Break, the Employee will receive their normal pay.

52. Minimum Break

- 52.1 An Employee must have a ten (10) hour break between the work on consecutive days. If so much overtime is worked that a ten (10) hour break is not possible, then all work performed until a ten (10) hour break is possible shall be at the rate of double time.

53. Requirement To Work Reasonable Overtime

- 53.1 Because of the need to provide an on-time service, cooperation with the flexible working of overtime is essential, therefore:
- a) People may be required to work reasonable overtime at overtime rates
 - b) Employees may be required to work on weekends and holidays
 - c) The assignment of overtime will be based on specific work requirements

54. Meal Allowance

- 54.1 An Employee who works greater than one (1) hour overtime on any day shall be paid a meal allowance of \$17.50 at the time of claiming the allowance unless notified on the previous day of the intended overtime to be worked.
- 54.2 To avoid any confusion, a meal allowance will only be paid when the employee has not received notification of the intended overtime on the previous day.

56. Shift Work

56. Employees required to work shift work will be paid at the rates detailed in ATTACHMENT 1 - RATES OF PAY of this Agreement. Hours of Shift:

a) Early Morning Shift:

a shift which commences after 4am but prior to 6.00 am. A loading of 12.5% of base rate will apply for all ordinary hours of early morning shift.

b) Afternoon Shift:

a shift which finishes after 6.00 pm, but prior to midnight. A loading of 15% of base rate will apply for all ordinary hours of afternoon shift.

c) Night Shift:

a permanent shift which finishes after midnight but prior to 7.00 am. A loading of 25% of base rate will apply for all ordinary hours of night shift.

56.2 Definition of a Shift Worker

Employees who are shift workers for the purposes of the NES are Employees who are regularly rostered to work on Sundays and public holidays.

57. Saturdays and Sundays

- 57.1 Hours worked on a Saturday shall be paid at time and one half for the two (2) hours and double time thereafter. All time worked after 12 noon on Saturday shall be paid at double time.
- 57.2 All time worked on a Sunday shall be paid at two and a half times the ordinary rate.
- 57.3 The minimum paid time for work occurring on a Saturday or Sunday shall be four (4) hours.

58. Dangerous Goods Allowances

- 58.1 A DHL permanent Employee who is required by the Company and is accredited in the handling of Dangerous Goods Acceptance Training by IATA (Air Dangerous Goods) and is required to consign such goods shall receive a weekly allowance of \$25.15.
- 58.2 A DHL permanent Employee who is required by the Company and is accredited in the handling of Dangerous Goods Acceptance Training by Road (Road Dangerous Goods) and is required to consign such goods shall receive a weekly allowance of \$13.36.
- 58.3 A DHL permanent Employee who is required by the Company and is accredited in the handling of Dangerous Goods Acceptance Training by Sea (Sea Dangerous Goods) and is required to consign such goods shall receive a weekly allowance of \$24.27.

- 58.4 Failure to fulfil and meet the compliance requirements for Dangerous Goods (such as failure to meet Air Acceptance and Declaratory requirements or failure to have the most current IATA Regulation Booklet or maintain ADG requirements) will lead to the allowance being withdrawn by the Company.
- 58.5 An Employee that is no longer required to consign or pack Dangerous Goods will be notified by the Company and payment of the applicable Dangerous Goods Allowance(s) will cease.
- 58.6 Dangerous Goods Allowances are not applicable when an Employee is on leave.
- 58.7 Employees are not eligible to receive more than one type of Dangerous Goods Allowance. Where an employee, in a given week is required to consign/sign off on load plans for Dangerous Goods by different modes of transport, they will be eligible only to be paid the highest applicable Dangerous Goods Allowance.
- 58.8 An Employee that is required by the Company to consign Dangerous Goods/sign off on load plans (either Air Dangerous Goods, Road Dangerous Goods and/or Sea Dangerous Goods), for part of the time (such as part of the working week) will be paid the allowance on a pro rata basis based on five (5) working days in a week.

59. Jury Service

- 59.1 Permanent Employees required to attend for jury service during ordinary working hours shall be reimbursed the difference between their normal pay for ordinary hours and the amount received for attendance for jury service.
- 59.2 Staff must notify their manager as soon as possible of the date that they are required to attend.
- 59.3 Documentation of attendance, duration and amounts received are to be submitted.

60. Workplace Health and Safety

- 60.1 Workplace Health & Safety is everyone's responsibility and requires appropriate behaviours and practices at all levels to ensure we have a proactive Safety Culture.
- 60.2 As a Company, DHL aim to ensure all reasonable steps are taken to identify, prevent and eliminate where possible the risk of injury and disease to Employees and other persons by adopting a planned and systematic approach to the proactive management of health, safety, and environmental matters by providing the appropriate resources for its successful implementation.
- 60.3 As a Company, management and staff at all levels are responsible for ensuring:
1. Adoption of pro-active behaviours: - by identifying hazards/risks & implementing corrective actions;
 2. Communicating awareness across the businesses – by holding team briefings etc.;
 3. Developing our culture – through policies, procedures, KPI's, consultation mechanisms, proper instructions, training etc.;
 4. Introduction and maintenance of safe systems of work – by monitoring and auditing our processes/KPI's etc. and taking corrective actions across the business to improve the culture;
- 60.4 Basic safety standards for Employees to comply with are as follows:

- Follow all site safety rules and regulations, when on both DSC and visiting other company sites
- When visiting Non DSC sites you must follow all instructions given to you
- When driving on either DSC or Non DSC sites you must follow sign posted speed limits
- When driving on either DSC or Non DSC sites, must be aware of predestination activity
- When opening a vehicle door be aware of surrounding traffic
- Wear a high visibility uniform/vest at all times;
- Do not drive around the warehouse or yard area on any Manual Handling Equipment (MHE) with tyres raised;
- When entering shop areas, take time to check aisles for access
- When loading your vehicle, stack freight in a safe manner
- No climbing over vehicles or product.
- Follow correct lifting technique at all times
- Complete warm up stretches before commencing work
- Wear all Personal Protective Equipment (PPE) as required;
- Do not tamper with any safety equipment and/ or device / guards;
- Do not come to work under the influence of alcohol or drugs;
- No speeding in vehicles/equipment (watch for pedestrians & sound the horn);
- Working at heights is not permitted without the use of approved fall restraint system;
- Keep all aisles and exits clear from any obstructions;
- Maintain good House Keeping in work area(s) to ensure we have a clean site;
- Treat individuals with mutual respect & honesty (i.e.: no smutty jokes, sexually offensive comments/taunts, unwelcome behaviours, no bullying/aggressive behaviour);
- Do not bring or show in a workplace pornographic or other offensive material;
- Comply with all safety warning signage and notices;
- Comply with road rules (i.e. Speed signs, Fatigue Management, load restraints, licensing etc);
- Report all Incidents and/or Hazards and/or near misses immediately in writing;
- Do not engage in any form of skylarking or practical jokes;
- Employees must ensure compliance with Dangerous Goods guidelines as required;
- Employees must wear seatbelts when operating Manual Handling Equipment;
- Employees are not permitted to use mobile phones or other electronic listening devices when operating a Manual Handling Equipment;
- Comply with all company policies and procedures.

60.5 Failure to comply with these requirements may result in disciplinary action including the termination of the Employee's employment.

60.6 The parties agree that an important aspect of reducing workplace injuries and maintaining a safe working environment is that Employees do not attend at the workplace while under the influence of drugs or alcohol. DHL Supply Chain has developed policies and procedures to ensure that this requirement is complied with. DHL Supply Chain "Drug and Alcohol Policy" includes a process where an Employee may be required to submit to a test where there is reasonable cause to suspect that the Employee is under the influence of drugs or alcohol. This process also provides for drug and alcohol testing in the event that an Employee is involved in a workplace accident. A copy of the policy will be provided to Employees, placed on notice boards, and sent to the UWU.

61. Material Handling Equipment (MHE) Allowance

61.1 This clause comes into effect on the first full pay period on or after 3 February 2025.

- 61.2 An employee who has been formally appointed and directed by the Company to operate Material Handling Equipment (MHE) requiring a licence as part of their primary duties will be appointed to a Storeperson A/Storeperson A (Preserved) classification and will receive a weekly allowance of \$15.58. This allowance is paid for all purposes to an employee who is entitled to this allowance, including when calculating any penalties or loadings or on payments for paid leave. This excludes payments made in line with ATTACHMENT 2 - DHL SUPPLY CHAIN INCENTIVE PROGRAM.
- 61.3 All duties in line with the employee's role as set out in Clause 28 - Classification Structure must be performed in conjunction with this clause.
- 61.4 Employees required to perform these duties and to receive an allowance will be at the discretion of the Company in accordance with business, operational and customer requirements.
- 61.5 DSC may at its discretion, suspend or withdraw the provision of a MHE Allowance where an Employee is found to have breached relevant Workplace Health and Safety requirements and/or if the employee no longer holds a valid licence.
- 61.6 Where an employee is requested by the Company to perform these duties on an ad-hoc basis in accordance with the employee's role as set out in Clause 28 - Classification Structure (Storeperson/Storeperson (Preserved)) to meet specific requirements that do not form part of their primary duties this MHE Allowance is not payable.

62. First Aid

- 62.1 An Employee who is the current holder of appropriate first aid qualifications (as required by the Company), undertaken the relevant training and has been nominated and accepts the first aider duties shall be paid a weekly allowance of \$17.42 at the time of claiming the allowance if nominated and available to provide first aid. For avoidance of doubt, this allowance is not payable during any periods of leave.

63. Workers Compensation

- 63.1 The Company will provide workers compensation in accordance with the *Safety, Rehabilitation and Compensation Act 1988* (Cth) (as amended). DSC supports injured workers through its early intervention process, wellbeing programs, warm up stretching, exercises and other health and safety initiatives.

ATTACHMENT 1 - RATES OF PAY

Table 1: Rates of pay payable from the date of approval of the Agreement by the employees.

Classification	Base Rate	Early Morning Shift	Afternoon Shift	Night Shift
Weekly	Permanent \$/Wk	Permanent \$/Wk	Permanent \$/Wk	Permanent \$/Wk
Production Person (Level 1)	\$988.79	\$1,112.39	\$1,137.11	\$1,235.99
Production Person (Level 2)	\$1,062.69	\$1,195.53	\$1,222.10	\$1,328.37
Storeperson	\$1,190.34	\$1,339.14	\$1,368.89	\$1,487.93
Storeperson (Preserved)	\$1,350.00	\$1,518.75	\$1,552.50	\$1,687.50
Team Leader	\$1,533.38	\$1,725.05	\$1,763.38	\$1,916.72
Hourly	\$/hr	\$/hr	\$/hr	\$/hr
Production Person (Level 1)	\$26.02	\$29.27	\$29.92	\$32.53
Production Person (Level 2)	\$27.97	\$31.46	\$32.16	\$34.96
Storeperson	\$31.32	\$35.24	\$36.02	\$39.16
Storeperson (Preserved)	\$35.53	\$39.97	\$40.86	\$44.41
Team Leader	\$40.35	\$45.40	\$46.40	\$50.44
DHL Casual Production Person (Level 1)	\$32.09	\$35.34	\$35.99	\$38.60
DHL Casual Production Person (Level 2)	\$34.49	\$37.99	\$38.68	\$41.48
DHL Casual Storeperson	\$38.63	\$42.55	\$43.33	\$46.46

Table 1a: Material Handling Equipment (MHE) allowance as per clause 61 - Material Handling Equipment (MHE) Allowance effective 3 February 2025.

All-Purpose Weekly MHE Allowance	
Storeperson A Storeperson A (Preserved)	\$15.58

Table 2: Rates of pay payable from the first full pay period on or after 31 October 2025.

Classification	Base Rate	Early Morning Shift	Afternoon Shift	Night Shift
Weekly	Permanent \$/Wk	Permanent \$/Wk	Permanent \$/Wk	Permanent \$/Wk
Production Person (Level 1)	\$1,028.34	\$1,156.88	\$1,182.59	\$1,285.43
Production Person (Level 2)	\$1,105.20	\$1,243.35	\$1,270.98	\$1,381.50
Storeperson	\$1,237.96	\$1,392.70	\$1,423.65	\$1,547.45
Storeperson (Preserved)	\$1,404.00	\$1,579.50	\$1,614.60	\$1,755.00
Team Leader	\$1,594.71	\$1,794.05	\$1,833.92	\$1,993.39
Hourly	\$/hr	\$/hr	\$/hr	\$/hr
Production Person (Level 1)	\$27.06	\$30.44	\$31.12	\$33.83
Production Person (Level 2)	\$29.08	\$32.72	\$33.45	\$36.36
Storeperson	\$32.58	\$36.65	\$37.46	\$40.72
Storeperson (Preserved)	\$36.95	\$41.57	\$42.49	\$46.18
Team Leader	\$41.97	\$47.21	\$48.26	\$52.46
DHL Casual Production Person (Level 1)	\$33.38	\$36.76	\$37.43	\$40.14
DHL Casual Production Person (Level 2)	\$35.87	\$39.51	\$40.23	\$43.14
DHL Casual Storeperson	\$40.18	\$44.25	\$45.06	\$48.32

Table 2a: Material Handling Equipment (MHE) allowance as per clause 61 - Material Handling Equipment (MHE) Allowance effective 31 October 2025.

All-Purpose Weekly MHE Allowance	
Storeperson A Storeperson A (Preserved)	\$15.58

Table 3: Rates of pay payable from the first full pay period on or after 20 September 2026.

Classification	Base Rate	Early Morning Shift	Afternoon Shift	Night Shift
Weekly	Permanent \$/Wk	Permanent \$/Wk	Permanent \$/Wk	Permanent \$/Wk
Production Person (Level 1)	\$1,059.19	\$1,191.59	\$1,218.07	\$1,323.99
Production Person (Level 2)	\$1,138.36	\$1,280.65	\$1,309.11	\$1,422.95
Storeperson	\$1,275.09	\$1,434.48	\$1,466.36	\$1,593.87
Storeperson (Preserved)	\$1,446.12	\$1,626.89	\$1,663.04	\$1,807.65
Team Leader	\$1,642.55	\$1,847.87	\$1,888.94	\$2,053.19
Hourly	\$/hr	\$/hr	\$/hr	\$/hr
Production Person (Level 1)	\$27.87	\$31.36	\$32.05	\$34.84
Production Person (Level 2)	\$29.96	\$33.70	\$34.45	\$37.45
Storeperson	\$33.56	\$37.75	\$38.59	\$41.94
Storeperson (Preserved)	\$38.06	\$42.81	\$43.76	\$47.57
Team Leader	\$43.23	\$48.63	\$49.71	\$54.03
DHL Casual Production Person (Level 1)	\$34.38	\$37.86	\$38.56	\$41.34
DHL Casual Production Person (Level 2)	\$36.95	\$40.69	\$41.44	\$44.43
DHL Casual Storeperson	\$41.38	\$45.58	\$46.42	\$49.77

Table 3a: Material Handling Equipment (MHE) allowance as per clause 61 - Material Handling Equipment (MHE) Allowance effective 20 September 2026.

All-Purpose Weekly MHE Allowance	
Storeperson A Storeperson A (Preserved)	\$15.58

ATTACHMENT 2 - DHL SUPPLY CHAIN INCENTIVE PROGRAM

PREAMBLE

This document details the basis for payment of an incentive bonus upon the achievement of agreed Key Performance Indicators (KPI's). The targets detailed for the Healthcare and FMCG Sector are in line with DHL Supply Chain's commercial and contractual obligations (service level agreement) with its clients. This document details the opportunity for DHL Supply Chain's Employees to earn an incentive payment upon the achievement of KPI's.

Critical to the implementation of KPI's is recognising that not all Employees are directly linked to a specific client. Employees can be engaged in the provision of services across a number of clients or operations. In such cases KPI's may be task based and will be set in advance. For example: cleaner (preventative maintenance schedule being met, hygiene schedule achieved daily).

TERMS & CONDITIONS

The KPI's are agreed as part of DHL Supply Chain's contractual relationship and its service level agreement (SLA) with the client. The indicators will be agreed between the DHL Supply Chain manager representing the DHL Supply Chain business in consultation with the operations or sector team. The KPI's that have been agreed and that are contained within the SLA, as they apply to each client specifically, will be communicated to the Employees who will be performing that work.

When a new client is implemented within the DHL Supply Chain business the team will receive the payment of their bonus during the first three (3) months of the contract even if not all KPI's are achieved as a component of the productivity build. When a new client is implemented within the DHL Supply Chain business that results in a new KPI requirement along with a new agency the team will receive the payment of their bonus during the first three (3) months of the contract even if not all KPI's are achieved as a component of the productivity build. The 3 month amnesty period does not apply where operations are process driven where the introduction of new customers does not change the level of performance or is not an operational start up, where it is business as usual just additional volume.

PROCESS

- The incentive payment percentages stated in the below table will be paid monthly, upon the achievement of specified team based KPI's. The incentive payment will be paid on the Employee's base ordinary time rate of pay, excluding allowances and overtime payments.

CLASSIFICATION	KPI INCENTIVE %
Production Person Level 1	3.5%
Production Person Level 2	3.5%
Storeperson	3.5%
Storeperson (Preserved) (Names as listed in <u>ATTACHMENT 3 - PRESERVED RATES OF PAY</u>)	3%
Team Leader	3%

- The Supervisor / Manager will be responsible for working with their team to ensure that all Employees are provided all necessary support and the opportunity to achieve the agreed KPI's.
- Payment of the incentive payment following the achievement of KPI's is designed to reward those Employees that make an effort to positively influence the accurate and timely completion of work within the team.
- When circumstances outside of an Employee's control negatively impact on the team's ability to achieve their KPI's the team will not be penalised. For example - IT system failure which result directly in service failures.

- The KPI's that operate within each team can be changed and or amended as required by DHL Supply Chain and /or the client. DHL Supply Chain will communicate, discuss, and seek the involvement of Employees regarding any such change. The existing KPI will continue in operation for one (1) month to allow a smooth transition to the new KPI's.
- Information collected as part of the analysis regarding the achievement of KPI's will not be counted more than once in the determination of bonus payments. Therefore one error cannot negatively impact more than one indicator.
- If indicators for a particular month are met the incentive bonus will be paid by the 15th of the following month, unless the client has not provided the information required. In this case, Employees will be notified in advance.
- Any problems which arise shall be dealt with in accordance with Clause 31 - Grievance Procedure of this Agreement.

The below represents an indicative example list of KPI's that may form part of the incentive bonus, this list is not exhaustive and will be determined in accordance with the service level agreement with our customer:

- Despatched on time
- RMA processing on time
- Inventory Accuracy
- Pick Accuracy
- Delivered on time
- Received on time
- Putaway accuracy

ATTACHMENT 3 - PRESERVED RATES OF PAY

Only Employees whose names are listed below will be entitled to Leading Hand (preserved) rates of pay set out in ATTACHMENT 1 - RATES OF PAY. This list is exhaustive and will not be added to.

Where an Employee whose name is listed below accepts a role covered by another Agreement, they will no longer be entitled to the preserved rates of pay set out in this Agreement.

For example: Where a Leading Hand (preserved) whose name appears in the below table successfully applies for a Leading Hand position covered by the DHL Supply Chain (Australia) Pty Limited General Logistics Agreement – New South Wales 2024, they will be paid as a Leading Hand as per that Agreement and will no longer be entitled to the preserved Storeperson rates of pay under this Agreement.

ID	First Names	Surname	Position
10032244	Fulu	Aiono	Leading Hand
10031978	Privett	Cameron Joseph	Leading Hand

ATTACHMENT 4 – EMPLOYEE REPRESENTATIONAL MATTERS

DIRECT DEBIT ARRANGEMENT

Where an employee authorises the Employer to do so, the Employer shall within seven (7) days send to the UWU 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 UWU 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 UWU (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 UWU 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 United Workers Union (UWU) 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 UWU membership card authorising payroll deductions.

EMPLOYEE REPRESENTATIVE ON-SITE BUSINESS

At sites that have less than fifty (50) DSC employees that is covered by one (1) Enterprise Agreement, two (2) UWU employee representatives will be recognised. At sites that have fifty (50) or more DSC employees that is covered by one (1) Enterprise Agreement up to three (3) employee representatives will be recognised. At sites in which there is more than (1) Enterprise Agreement providing coverage for a site, DSC will recognise up to four (4) UWU employee representatives, split evenly across the relevant Enterprise Agreements. Employee representatives are elected by the employees as the on-site employee representatives.

The recognised elected UWU representative/s will be allowed (not concurrently), subject to prior approval by their supervisor, reasonable paid time to conduct legitimate on-site Union business with workers including collection of information from workers. UWU delegates will not be unreasonably refused time and shall have reasonable access to resources to perform their role, including a private space and access to a telephone, email, intranet, and photocopier.

The recognised elected Employee representative/s 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 UWU will provide the Company with written notification at least seven (7) days prior to the day the recognised elected Employee representative is to attend the training. Upon a request from the Company the union agree to confirm that the recognised elected Employee representative did attend the approved training.

Due to business, operational and customer requirements it is not possible to release all employee representative/s at the same time. On the five (5) days noted above per year, DHL will endeavour to facilitate the release of employee representative/s covering this enterprise agreement at the same time. For the avoidance of doubt, DHL will not release all employee representative/s at same time. Due to the large number of enterprise agreements in NSW, DHL will need to coordinate for no more than 50% of total employee representative/s across NSW DHL agreements to be released at the same time.

The company will also allow the elected employee representative/s to be released to attend the annual UWU delegates conference without loss of pay (maximum 2 days). The UWU 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 representative/s 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 fifteen (15) minute paid time meeting (every effort will be made to complete this task on the employees first day at the site). From time-to-time DHL acknowledges that the duly appointed UWU official will attend the fifteen (15) minute welcome session and will advise DHL prior to their attendance.

GENERAL BUSINESS UPDATE MEETINGS

The nominated UWU 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 UWU 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:

- a) Inductions of new employees or casual workers;
- b) Involvement under the disputes procedure of this Agreement; and
- c) 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.

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

DHL is committed to maintaining its track record of maximising a permanent workforce on all of its sites (as a guide only an annualised percentage ratio of circa 75/25 nationally, and this is influenced by seasonal requirements and sector disruption). Notwithstanding this, DHL must also use supplementary labour to support its business, customer, and operational requirements.

The objective is to ensure that we provide job security and ensure we satisfy customer, productivity, and efficiency requirements.

DHL will continue to place all available job advertisements on notice boards as to ensure that supplementary labour have an opportunity to apply for these roles. The DHL's recruitment process will apply in all cases however DHL cannot guarantee labour hire casual's the choice of sites for such employment.

DHL Supply Chain agrees that work performed by persons who are not directly employed by DHL Supply Chain that would otherwise be covered by this Agreement, will be covered by wage rates in this Agreement (i.e., Production Rate, new entry rate). This clause does not apply to contracted work associated with loading, unloading and breakdown of pallets from containers/vehicles.

UNION MEETINGS

The Employer will confirm with the union a date and time for four (4) separate thirty (30) 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.

UNION MEETINGS – ENTERPRISE AGREEMENT RENEWALS

The Employer will confirm with the union a date and time for at least one, but no more than two (2) thirty (30) minute paid on-site meetings prior to EA meetings commencing to discuss the upcoming EA bargaining. These meetings are intended for the production and finalisation of logs of claims. The time and date must suit business, operational and customer requirements and will be set and confirmed by the Company. Satisfactory arrangements, as determined by the company are to be made for the maintenance of essential services during the meeting. These meetings must be requested by the UWU and planned ahead of the commencement of negotiations, in line with negotiations commencing prior to the nominal expiry date or within three (3) months of the nominal expiry date.

In addition, upon receipt of the Log of Claims in line with clause 6 - Date and Period of Operation DHL Supply Chain (DSC) will facilitate the release of employee representative/s to attend paid report back/progress meetings with the UWU of thirty (30) minutes. Due to the scale, DSC will facilitate these meetings based on the site and/or Enterprise Agreements covering the affected employees.

The timing and duration of such meetings will be scheduled by DSC considering operational and customer requirements. For the avoidance of doubt, these arrangements only apply once the Log of Claims has been provided to DSC no less than three (3) months of the expiry of the Agreement and in no other circumstances.

In addition to the above, DSC will facilitate paid site report back meetings, of up to thirty (30) minutes per shift. DSC will facilitate this process by providing UWU with a schedule for these meetings to occur. The timing and duration of such meetings will be scheduled by DSC considering operational and customer requirements.

DSC will provide meeting spaces for all meetings. DSC will ensure meetings are communicated to all employees in advance.

The Employer will confirm with the union a date and time for all attendees to attend a maximum one (1) thirty (30) minute paid on-site meetings after each EA negotiation meetings for the purposes of attending report back mass meetings conducted by UWU Officials and/or delegates where there are matters of substance to discuss as determined by the company. The time and date must suit business, operational and customer requirements and will be set and confirmed by the Company. Satisfactory arrangements, as determined by the company 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 enabling the UWU or UWU 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.

RELATIONSHIP TO THE AWARD

In addition to the above, the Company will observe its obligations as noted in Clause 29A - Workplace Delegates' Rights clause of the current *Storage Services and Wholesale Award 2020* [MA000084] in operation at the date of approval of this Agreement by the Fair Work Commission.

DECLARATION AND AGREEMENT

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

Name	Danny Tadros	Date	12/11/2024
Signature			
Address	4 Millner Ave		
	Horsley Park NSW 2175		
Position	HR Business Partner		

Witnessed by	Natalie Sinclair		
Signature		Date	12/11/2024
Address	4 Millner Ave		
	Horsley Park NSW 2175		

SIGNED FOR AND ON BEHALF OF THE EMPLOYEES

Name	CAMERON RAVETT	Date	12.11.2024
Signature			
Address	3 OAKDALE CLOSE		
	HORSLEY PARK 2175		
Position	LEADING HAND		

Witnessed by	Peter Argyriou		
Signature		Date	12-11-2024
Address	HORSLEY PARK 2175		
	3 OAKDALE CLOSE		