

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/260

TITLE: Toll Parceline Chester Hill - (Transport) Workers) Enterprise Agreement 2003

I.R.C. NO: IRC4/3195

DATE APPROVED/COMMENCEMENT: 27 July 2004 and commenced 1 January 2003.

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 8 October 2004.

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees who cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings who fall within the coverage of the Transport Industry (State) Award

PARTIES: Toll Parceline -&- the Transport Workers' Union of New South Wales

TOLL PARCELINE (TRANSPORT WORKERS) ENTERPRISE AGREEMENT 2003

1.0. Title

This Agreement shall be referred to as the Toll Parceline Chester 1 - (Transport Workers) Enterprise Agreement 2003

2.0. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
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Annexure A - Toll Transport Heads of Agreement 2002 (The Framework Agreement)

Annexure B - Income Protection

3.0. Parties Bound

This agreement shall be binding on

- (A) Toll Parceline (Chester Hill).
- (B) All employees whether members of the organisation of employees listed in sub- clause (C) hereof or not, employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award (as amended)

and

- (C) Transport Workers Union of Australia, New South Wales Branch (the Union).

4.0. Coverage of Agreement

This agreement is made to cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings of the Transport Industry (State) Award (as amended).

5.0. Period of Operation

1. This agreement shall operate from 1 January 2003 and shall remain in force until 31 December 2004.
2. The parties undertake to commence discussion two (2) months prior to the expiration of the Agreement, however, this agreement will continue in force until replaced by a new agreement. Provided this agreement may be terminated in accordance with the *Industrial Relations Act 1996* (as amended).
3. The parties referred to in Clause 3.0 Sub-clause (B) and (C) agree to maintain a No Extra Claims undertaking until the 31 December 2004.

6.0. Relationship to Parent Award

- 6.1. This enterprise agreement shall be read in conjunction with the Transport Industry (state) award, as amended, (the award), provided that where there is any inconsistency this agreement will take precedence to the extent of the inconsistency.
- 6.2. This Agreement replaces any previous agreements, formal or informal including any certified agreements, arrangements and/or practices. Such arrangements will cease to exist with the making of this certified Agreement.

7.0. No Extra Claims

The union and its members undertake that there shall be no further money increases for the life of this Agreement, including increases provided by a State Wage Case decision. The parties agree to a No Extra Claims undertaking until 31 December 2004.

8.0. Employee Commitments

The employees agree that it is to their mutual benefit to;

- (a) Focus decision making and responsibilities around customer service and operational productivity.
- (b) Work in a safe and healthy manner by continually improving work processes and procedures.
- (c) To improve customer service expectations via continuous service improvement.
- (d) Deal honestly and fairly with each other at the workplace, including protecting customers, property.
- (e) Ensure the needs of the business are a joint priority.
- (f) Effectively perform their duties in line with business objectives and this Agreement.
- (g) Ensure employees attend work when required and report absences immediately.
- (h) Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.
- (i) No unauthorised person/animal will be in a company vehicle during work time.

9.0. Purpose of Agreement

9.1 Intent

This Agreement has been designed to provide opportunities for management and employees to develop specific improvements or initiatives in a facility and within its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relations environment at the facility to provide flexibility, a competitive edge, improved efficiency and quality services.

Management discretion in running its business must be maintained, however, workforce participation is fundamental to a successful relationship.

9.2 Continuous Improvement Initiatives

- (i) The parties to this Agreement are committed to genuinely identify and implement measures to improve productivity and efficiency at the facility during the life of this Agreement.
- (ii) It is agreed the employees/union will support and not hinder identified productivity and efficiency measures.
- (iii) Specific measures to be considered as part of a broad agenda may include matters such as:
 - improved Service Delivery
 - flexible work patterns
 - work practice reviews
 - continuous service improvement processes
- (iv) The Union and employees agree to co-operate in providing (the business) with more flexible arrangements which complement the facilities, services and customer requirements (such as Eliminating Restrictive work practices).

9.3 The disputes settlement procedures contained in this Agreement will be adhered to.

9.4 No new allowances will be applicable to this business as part of making this Agreement.

9.5 The employees/union undertake to provide a dispute free period during the life of this Agreement by adhering to the dispute procedure.

10.0. Procedures for the Avoidance of Industrial Disputes

10.1 The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the following procedure shall apply:

10.1.1 the matter shall first be discussed between the aggrieved employee(s) and their local management team.

10.1.2 if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with the local management team.

10.1.3 if the matter is not settled it shall be referred to the appropriate State Secretary and State Manager (or respective nominees).

10.1.4 if the matter can not be settled at this level then the parties shall refer the matter to the State Secretary and GM, or their representatives, in an attempt to settle the matter.

10.1.5 if the matter is still not settled either party shall refer the matter to the New South Wales Industrial Relations Commission for assistance. The matter shall proceed before the Commission in accordance with the *Industrial Relations Act 1996* (as amended).

10.1.6 matters that affect the Company's commercial obligations to its customers or to manage its business are not to be affected.

10.2 Until the matter is determined by the Commission and except in the case of a bona fide safety issue, work shall continue normally. In the case of a bona fide safety issue alternative work will be identified by the company.

- 10.3 A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this process.
- 10.4 The parties agree to a cooling off period and reasonable time frames between each stage of the process contained in 10.1. above.

11.0. Duress

This Agreement was not entered into under duress by any of the parties bound by it.

12.0. Code of Conduct

The following Codes of Conduct have been designed to ensure all employees understand their obligation/responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

(a) General

All employees including management are required to:

- (i) Treat customers and colleagues with honesty, courtesy and respect.
- (ii) Effectively perform their duties in line with business objectives, and Agreement policies, rules and procedures..
- (iii) Work in a Safe and Healthy manner.
- (iv) Attend work when required and report absences immediately.

(b) Acts of Dishonesty & Breaches of Responsibility

The following examples are listed as a guide to ensure that all employees clearly understand that such acts are dismissible offences.

- (i) Proven cases of theft and Pilferage (stealing),
- (ii) Loss of documents so as to achieve a benefit one is not entitled to (wages/time sheets etc).. (This also includes misrepresentation of information etc).
- (iii) Clocking off or on Bundy cards other than the Bundy card displaying the employees own payroll number.
- (iv) Any form of proven malicious violence towards

Company property

Customers and/or their property

Any member of the public and/or their property

A fellow employee/s

Above relates to during working hours and/or on Company or clients property, however, it does not prevent employees using self defence to defend themselves.

- (v) Refusal to follow or carry out a Lawful and Reasonable request/directive given by a Supervisor, Fleet Controller, Managers.
- (vi) Intimidation or aggressive behaviour towards other employee(s) or person(s).

- (vii) Reckless or offensive actions or bullying, intimidating behaviours towards other employee(s) or person(s) which could endanger the safety of other individuals or be of an unwelcomed nature including matters such as, Discrimination, Sexual Harassment, Taunts or Slogans of a racial/religious "attire etc.
- (viii) The use of, or being affected by, or in possession of illegal drugs and/or substances in Company time or on Company property.

The use of prescription drugs which may affect any employee(s) performance must be brought to the attention of the employee(s) supervisor or manager.. Such information will be deemed confidential.

- (ix) Consumption of alcohol or being intoxicated during working hours.

(x)

- (a) The non-authorized carrying of passenger(s)/animals in vehicles will not be tolerated.

Note Verbal/oral authorisations will not be accepted as authorisations,

- (b) The authorised carrying of passenger(s) in vehicles will be in writing to cover operational needs of the business or the customer. An employee should not deviate from these requirements.

- (xi) Taking a meal break is the employees responsibility unless otherwise authorised.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

(c) Misconduct

The following list represents a guide for employees to ensure they understand that such misconduct can lead to Disciplinary Action being taken against an employee:

- (i) Driving any vehicle in the yard complex or elsewhere at excessive speed or in a reckless manner.
- (ii) Mishandling (throwing, kicking) thereby causing damage to Freight.
- (iii) Failing to ensure a vehicle check occurs for Oil, Water, Tyres and Fuel, which results in a breakdown, vehicle damage, or loss to productive time.
- (iv) Not approaching or treating employees in a reasonable and civil manner (including honesty, courtesy and respect).
- (v) Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within one (1) hour).
- (vi) Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Supervisor, for a pending absence (prior to rostered start time).
- (vii) Failure to wear Company uniform while representing the Company whilst effecting pick-ups and deliveries.
- (viii) Failure to effectively perform duties.
- (ix) Failure to be free from the influence of alcohol when reporting to work.
- (x) Failure to work in a safe and healthy manner.

- (xi) Failure to comply with Operating Procedures which may lead to injury/damage to property/person or productivity..
- (xii) Failure to report absences immediately
- (xiii) Using offensive language, actions or behaviour which can be deemed to be discriminatory, harassing, unwelcomed etc., will not be tolerated.

Note: This includes being abusive or rude to employee(s) or other person(s).

- (xiv) Failure by employees to work according to their Agreement.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

(d) General Conduct

In cases of serious misconduct, the employee may be given a verbal warning, a written warning, or dismissed depending on the following criteria:

- (i) Circumstances and work relevance of the misconduct.
- (ii) Seriousness of the misconduct.
- (iii) Employee's explanation of his/her conduct.
- (iv) Employee's past conduct and personal situation.

Note 1:

At the discretion of the Company an employee involved in Misconduct (other than Acts of Dishonesty) call he stood aside on ordinary pay pending a full investigation.

Note 2:

Letters of Warning for Misconduct (other than Acts of Dishonesty) will remain on an employee file as follows:

First	-	12 months
Second	-	12 months
Third and final	-	12 months

The employee will be required to sign such letters of warning to confirm they understand the content.

Note 3

The employee shall have the right to have a witness present during any the above steps taken by the Company.

Notwithstanding anything contained in this Code of conduct, the employee has the right to have a Union official and/or delegate present during any of the steps outlined in this clause.

13.0. Wages

13.1 Increases

Grade	Rates as at 31/12/2002	2% Effective on 1/1/2003	3% Effective on 1/7/2003	2% Effective on 1/1/2004	3% Effective on 1/7/2004
1	\$546.58	\$557.51	\$574.23	\$585.75	\$603.29
2	\$565.67	\$576.98	\$594.29	\$606.17	\$624.36
3	\$578.88	\$590.46	\$608.17	\$620.33	\$638.94
4	\$590.39	\$602.20	\$620.26	\$632.67	\$651.65
5	\$620.12	\$632.52	\$651.50	\$664.53	\$684.47
6	\$627.58	\$640.13	\$659.33	\$672.52	\$692.70
7	\$650.22	\$663.22	\$683.12	\$696.78	\$717.69
8	\$696.34	\$710.27	\$731.58	\$746.21	\$768.60

These Wage increases are in recognition of initiatives adopted in ibis Agreement and an agreed commitment to follow the dispute settling procedures as part of providing a dispute free period. These rate increases are as a result of agreement made between the TWTJ (NSW Branch) and Toll Long Distance, known as the Toll Transport/Heads of Agreement 2002, referred to as Annexure A - The Framework Agreement.

Overaward payments will be absorbed by this and future increases.

The parties agree to productivity and/or efficiency and/or flexibility benefits being achieved.

13.2 19/20 Day Month (Rostered Days Off Or RDO's)

This provision will only apply to all permanent Toll Parceline T.W. Award employees covered by this Agreement and shall operate in accordance with this Agreement. The accrual for RDO's will commence from the first full pay period on or after 10 March 2003 (naturally this arrangement is subject to certification by the New South Wales Industrial Relations Commission).

The 38-hour week may be worked under one of the following methods:

13.2.1 Rostered Day off in a 4 Week Cycle

- 13.2.1.1 Employees shall work to a roster drawn up in each workplace providing for 19 days each of eight hours over a continuous four-week period.
- 13.2.1.2 Each employee shall take a rostered day off in accordance with the roster.
- 13.2.1.3 Rostered days off may be accumulated, however, will be paid out at ordinary time to line up with the anniversary date of this agreement (March each year). RDO's cannot carry over to the next anniversary year. RDO's not taken will be paid out in March of each year at ordinary rates of pay.
- 13.2.1.4 Rostered days off that are not accumulated; an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken, in consultation between the employee and his manager.
- 13.2.1.5 Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
- 13.2.1.6 Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen

day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.

- 13.2.1.7 An employee whose rostered day off occurs on a payday shall be paid wages on the next ordinary working day following the rostered day off.
- 13.3 More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected..
- 13.4 Methods of implementation of an. average 38-hour working week other than those referred to in this clause may be instituted by arrangement with the Union.
- 13.5 In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is 'worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this clause.
- 13.6 The taking or the nomination of a RDO will at a time suitable to the business and at the discretion of the employer.
- 13.7 This arrangement will only continue whilst it is commercially viable and suitable to the business. Following consultation, the employer reserves the right to give one (1) month's notice to terminate such arrangement if it is commercially not viable or not suitable to the business.
- 13.8 The accrual for a day off a month will occur on a daily basis (eg. 24 mm's per day actually worked). In the event an Employee is late or absent then a time deduction will occur with any accrual calculation, as applicable.
- 13.9 Employees will not accrue time towards a day off on any form of leave (eg, sick leave, annual leave, long service leave, Workers compensation, etc).

14.0. Casual Employee Clause

- 14.1 A casual employee is an employee engaged as such and paid by the hour.
- 14.2 A casual employee for all ordinary time worked shall be paid on an hourly basis nile thirty-eighth (1/38th of the appropriate weekly base wage rate plus 15% of ordinary base rate of pay for all work performed. Casuals shall also receive a one twelfth (1/12) payment in accordance with the *Annual Holidays Act 1944*, which is payment in lieu of receiving annual leave.
- 14.3 Casual employees engaged shall receive a. minimum of 4 hours work in any engagement.
- 14.4 A casual employee shall not be entitled to the benefit of provisions, such as hut not limited to -

Termination Notice

Introduction of Change

Redundancy Provisions

Start Times

Annual Leave

Personal/Carer's Leave

Parental Leave

Jury Service

Public Holidays

Sick Leave

Or other like matters

- 14.5 The employer shall wherever practicable notify a casual employee where services are not required the next working day or at the end of a period of casual work.
- 14.6 Casuals may be employed in a business on continuous engagements at the discretion of the employer for a short period. Such short period is deemed to be a minimum of 12 months.
- 14.7 Casual employees are required to work flexibly in normal hours/shift work and as required by the Company.
- 14.8 By Agreement in writing between the Company and the Union delegate more flexible arrangements may be implemented between the parties to this Agreement, such arrangements will be in writing.
- 14.9 Company will maintain a register of Casual employees and utilise the register to fulfil its manning needs.
- 14.10 The Casual to Permanent ratio shall be as per the Transport Industry State Award.

15.0. Labour Portability

- 15.1 A fundamental discipline of the company's business is the ability to effectively utilise its resources, including employees and equipment.
- 15.2 Customer requirements vary on a day to day basis, and as such the company must respond accordingly.
- 15.3 The parties have agreed that in order for the company to respond to customer requirements, it must have the flexibility to move both labour and equipment to match these requirements.
- 15.4 As such, where work volumes dictate, all employees following consultation will be portable (within a metropolitan area only) from one section/location to another within the Toll company. As part of consultation any offsite work will be firstly offered to relevant employees before any final selection is considered by the employer.
- 15.5 Consideration will be given to the employees qualifications, capabilities and specific product knowledge.
- 15.6 This clause is not intended to be used for disciplinary circumstances.

16.0. Multi-Skilling Initiatives

- (i) For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling where available will occur to allow employees to perform tasks within their skills and competence. Multi-skilling will include but not be limited to, forklift driving, clerical duties, driving, customer service duties, use of technology and will be on going to meet business/customer needs.
- (ii) The Company reserves the right to allocate work duties to employees and employees are obligated to undertake work as directed.

17.0. Flexible Ordinary Hours

Flexible hours may be arranged to compliment business and customer needs, this means having greater alternatives in how we match our business to common sense needs.

- 17.1 By mutual agreement in writing between the employer and employee(s) ordinary hours in excess of ten (10) ordinary hours and up to a maximum of 12 hours maybe accommodated under this agreement. Such ordinary hours will be in accordance with the appropriate State Award applicable.
- 17.2 In providing for alternative hours arrangements, ordinary hours maybe worked over any five (5) days Monday to Saturday and appropriate weekend premiums or shift penalties will apply. Sundays maybe included in a week in special circumstances by mutual Agreement between the employer and affected employee(s).
- 17.3 The day work spread of hours will be arranged between (05:00 hrs to 18:00 hrs) to accommodate business needs. By mutual agreement in writing the spread of hours maybe extended by one (1) hour either side to accommodate business needs.
- 17.4 Starting times maybe staggered or varied to suit business and/or service needs, provided notice is given to the employee(s), by giving twenty four (24) hours notice Where unexpected circumstances occur no notice period is required.

18.0. Meal / Crib Breaks (Flexibility)

In lieu of the provisions concerning Meal/crib breaks in Clause 8 of the Award and Clause 15, Sub-clause (iii) of the Framework Agreement, the existing custom and practice of taking meal breaks to meet operational requirements shall continue to apply.

Meal/Crib breaks will apply subject to work volume requirements/schedules so as to avoid disruption to the freight sorting process.

No penalty rates, allowances or liabilities will be incurred by the Company as part of these flexible arrangements.

An employee required to work overtime for two (2) or more hours prior to their starting time or after their finishing time shall be paid a Meal Allowance of \$10.00 (refer clause 15 of the Framework Agreement).

19.0. Priority Services

The Company is committed to observe all its commercial undertakings with clients. The significance of several contracts is acknowledged by the parties through the introduction of "Priority Services".

As such it is agreed between the parties that the following services shall be deemed to be "Priority Services" and will not be effected in anyway by Industrial Stoppages, bans or limitations or any other circumstances, as part of consulting with site union delegate(s).

Contracts deemed to be "Priority Services" are:

- (i) Any Hospital/ Medical/ Pharmaceutical products.
- (ii) Bank related work.
- (iii) Perishable products.

A minimum four (4) hour call in payment will apply.

20.0. Management Initiatives

This agreement shall not limit or restrict the Company's right to manage or operate its business.

21.0. Training Initiatives

It is agreed the Company will endeavour to conduct all training within the employee's ordinary hours, provided, where any training falls outside normal hours, such training will be at ordinary time,

22.0. Shift Start & Finish Times

22.1 The TOLL Parceline business operates a PM Sortation function. The start time for the PM Sortation is currently 13:00 hours each day Monday to Friday.

The parties agree that the starting time for the PM operation can vary from time to time to meet operational and customer requirements. Employees agree to a twenty-four (24) hour notice period for any change to shift starting time based on one (1) hour either side of 13:00 hours. Changes to starting times outside of the above require serving seven (7) days' notice, however, the employee can waive the 7 days' notice with the Company as long as such arrangement is in writing.

The PM shift will attract a 17.5% shift payment.

22.2 The working of ordinary working hours shall be deemed to have finished for those employees in attendance when a period of eight (8) hours calculated from the starting time, has elapsed, exclusive of a meal break for a meal.

At the sole discretion of the employer, employees may be released earlier.

22.3 The ordinary hours of work shall not exceed eight (8) hours per day, exclusive of meal breaks, and shall be worked between 0 hours and 18:00 hours.

22.4 In the event the Company requires an AM operation, the start time will vary to suit operational and our customer requirements.

The starting time for an AM operation, when set, can vary by one (1) hour either side by the giving of twenty-four (24) hours' notice, or seven (7) days' notice if the change exceeds the above, however, the employee can waive the 7 days' notice as long as such arrangement is in writing between the parties

Signed for and on behalf of

Signatories

Darren Barlow
Operations Manager
Toll Parceline NSW

Jason Phillips
AM Duty Manager
Toll Parceline NSW

Date: 20/11/2003

Date: 20/11/2003

Witnessed by

Witnessed by

(Print Name)

(Print Name)

Date:

Date:

Signed for and on behalf of

Tony Sheldon
State Secretary
Transport Workers' Union of Australia
N.S.W. Branch

.....

Date: 11/02/2004

Witnessed by

Wayne Forno

(Print Name)

Date: 11/02/2004

Jason Dark
Employee Representatives

Date: 26/11/2003

Steve Currie
Employee Representatives

Date: 26/11/2003

ANNEXURE A

Toll Transport / Heads Of Agreement 2002

Preamble:

This document is an agreement between the TWU (NSW Branch) and the Company regarding wage rates and productivity improvement measures to apply:

to, and in respect of, the Company's operations; and

to Employees employed,

within the named Divisions/Businesses of the Toll Group Companies in New South Wales and the ACT. Hereafter referred to as the "Framework Agreement".

The parties agree:

1.. Definitions

1.1 In this agreement, unless the context otherwise requires:

"award" means either the Transport Industry (State) Award or the Transport Industry Petroleum and Distribution (State) Award, as varied from time to time, to the extent they are applicable to the relevant business unit or individual site of the Company;

"company" means Toll Transport Pty Ltd;

"contract carrier" means any person performing a "contract of carriage" as defined by Section 309 of the *Industrial Relations Act 1996* (NSW);

"Determination" means either the Transport Industry - General carriers Contract Determination or the Transport Industry - Car Carriers (N.S.W.) Contract Determination or the Transport Industry - Courier and Taxi Truck Contract Determination, as varied from time to time, to the extent they are applicable to the relevant business unit or individual site of the Company;

"employee" means all transport workers covered by the classifications referred to in Clause 1 of the Transport Industry (State) Award;

"transport worker" means any employee or contract carrier whose work is covered by this agreement.

1.2 In this agreement:

- (a) words importing the singular shall include the plural; and
- (b) words importing the masculine gender shall include the female gender.

2.. Objects

The objects of this agreement are to:

- (a) enhance the productivity and efficiency of the Company's operations;
- (b) promote job security for the transport workers and provide them with access to more varied, fulfilling and better paid jobs; and
- (c) provide transport workers with a just measure of income and entitlements protection.

3.. Certified Agreements

3.1 Each Business and/or Site (as applicable) within the Divisions/Businesses listed below that conducts business in New South Wales shall enter into a certified agreement (the "Business/Site Agreement") underpinned by this Framework Agreement with the TWU as soon as possible during its term. This certified agreement shall:

- (a) comply with the terms of this Framework Agreement; and
- (b) have a nominal expiry date of 31/12/2004.

The Divisions/Businesses are:

Long Distance

Toll SPD

Toll Express

Toll Ipec

Toll Tasmania

Toll Refrigerated (including Garden City & Refrigerated Roadways)

Toll DX Group

Finemores Transport (including CJ Dean)

Toll Fleet (Wagga)

Toll North

NQX

Toll Logistics

Food and Retail

Automotive

Beverage

Industrial

Resources

Ports

Toll Liquids

- 3.2 Certified agreements between the TWU and the Company whose nominal expiry date is later than the commencement of this Framework Agreement shall continue to apply.

4. Wage Increases

- 4.1 The ultimate for the compounding wage increases is:

2% 1 Jan 03

3% 1 July 03

2% 1 Jan 04

3% 1 July 04

Agreement expiry 31 December 2004.

- 4.2 The parties acknowledge that there shall be no additional wage increases during the life of this Framework Agreement, except if there is a significant increase in inflation. (as measured by the CPI but excluding any factor where price rises have been specifically compensated for by Government Policy) In such case, the TWU shall have the right to recommence negotiations for pay increases during the term of this Framework Agreement.

- 4.3 The wage increases referred to in this clause will absorb any increases:

- (a) awarded by the NSW Industrial Relations Commission; or
- (b) which are paid, or specified to be paid, in connection with existing agreements (whether certified or not) between the TWU and any Division or Site within the Company. P&O Roadways Contract employees are paid a two per cent loading surcharge. This payment will remain in place over and above the ten and one half per cent wage increase paid as per the 1999 Agreement.

- 4.4 Should the Union's application for a new Transport Industry (State) Award be approved by the Industrial Relations Commission of New South Wales any increase in the Monetary Rates in that Award will be absorbed by the rates payable pursuant to this Framework Agreement.

5. Productivity Offsets

- 5.1 Recognising that wage increases contained in this Agreement are not contingent upon achievement of productivity targets, (except where the increase arises from an earlier agreement) the parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the company, the TWU and employees. Consultative Committees within the Business or Site shall be established or continue to meet (whichever is applicable) to monitor progress being made towards attainment of the efficiency and productivity measures. The Consultative Committees shall meet monthly and take corrective actions to ensure satisfactory performance.

- 5.2 Where productivity targets arising from earlier agreements are not reached a review process will occur in accordance with this Framework Agreement. The parties acknowledge that one of the fundamental measures in attaining efficiency and productivity improvements is their commitment to genuinely adhere to, and abide by, the contents of this Framework Agreement.

5.3 Business/Site Agreement shall contain the terms contained in paragraphs 5.1 - 5.2, modified to meet the needs of each Division and Business/Site.

6. Commitment

6.1 By entering this Framework Agreement the employer hereby makes a commitment to:

- (a) the full-time engagement of its transport workers wherever possible;
- (b) having regard to commercial considerations wherever possible utilise full-time employees and contract carriers to their full capacity before casual or part-time employees or contract carriers are engaged or work is contracted out to other companies or business;
- (c) engage all contact carriers strictly in accordance with clause 7 of this agreement;
- (d) ensure that wages and conditions of labour hire personnel are no less than those of the Business and/or Site Agreement;
- (e) engage road transport companies, employment and labour hire agencies and other contractors on the agreement that they abide by all lawful requirements (including but not limited to occupational health and safety) that govern:
 - (i) the employment of all their employees; and
 - (ii) the engagement of all their contract carriers.
- (f) enter into a certified agreement that will be registered in the NSW Industrial Relations Commission with respect to the terms of this Framework Agreement as it applies to employee transport workers; and
- (g) the training of its transport workers in occupational health and safety and other professional training as agreed.
- (h) where the Company engages contract carriers, that is, Lorry Owner Drivers (LOD's), the Company shall ensure that in circumstances where the contract carrier employs a relief driver to undertake the contract carrier's own driving duties during a period where the contract carrier takes leave, the contract carrier's employee shall be paid the rates applicable at the relevant business unit or site. This sub-clause shall only apply to a business unit or site that performs Metropolitan Distribution work. The contract carriers engaged by the Company shall continue to be paid no more than the applicable rate for work performed at the business unit or site.
- (i) Where the Company engages permanent fleet operators, the Company will require the fleet operator to pass on to its employees, who perform transport work on behalf of the Company at one of its sites, the percentage increase to wages on the same basis as specified in this Framework Agreement. This clause shall apply to fleet operators who perform Metropolitan Distribution for the Company but only within a geographical area confined by the following townships:

Sydney, Coffs Harbour, Armidale, Dubbo, Griffith, Wagga Wagga and Eden.

Note: A permanent fleet operator shall mean a fleet operator that has provided transport services to the Company on a continuous basis for a period of no less than (3) months.

6.2 Business/Site Agreements shall contain the terms set out in paragraphs 6.1 (a) - (i).

7. Contract Carriers

The Company agrees to engage all contract carriers that perform work for or on behalf of the company in the following terms:

- (a) contract carriers performing work for the company shall receive increases in the labour component of their rates of remuneration in line with the increases specified in this framework agreement; the relevant Determination shall be the instrument to calculate the increases based upon the labour component. Where unit rates are paid, labour as a percentage of operating costs will be calculated to facilitate the payment of future wage increases. This will be done in conjunction with the Site delegate and the TWU NSW Branch.
- (b) any yard agreement or other unregistered agreement, arrangement or understanding in force at the time this Framework Agreement is executed shall continue to apply unless the parties to this Framework Agreement specifically agree to other arrangements to apply in lieu thereof.

8. Training

The company will promote vocational training, occupational health and safety training, safer work practises, knowledge of the award and other industrial entitlements, and other services for the benefit of the workers in the transport industry.

The company recognises its responsibilities to provide a safe and healthy workplace for its employees and contract carriers and all other persons attending its sites and accordingly agrees to train all transport workers covered by this Framework Agreement in accordance with this clause.

8.1 Compulsory Induction Training

- (a) A new employee commencing work with the company shall be trained in:
 - (i) occupational health and safety;
 - (ii) vocational skills;
 - (iii) other professional training; and
- (b) In order to meet the requirements of sub-clause (a) each new transport worker shall undertake an induction course.
- (c) Included as part of the induction will be a full introduction to the site TWU Delegate.

The company has agreed to in principle to the introduction of the Blue Card Induction Program subject to costs and administration details being agreed.

8.2 Ongoing Training

Upon entering this Framework Agreement the Company agrees:

- (a) to comply with all current Codes of Practice (including the current version of ('Trucksafe'), Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the company's obligations under the *Occupational Health and Safety Act 2000* (NSW);
- (b) to authorise all transport workers elected to OH&S Committees to attend a committee training course as required by the *Occupational Health and Safety Act 2000* (NSW), as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish and train an OH&S Committee in all workplaces with less than 20 employees if no such Committee is currently in place;

- (c) to enrol and provide existing transport workers with the opportunity and time to attend a two hour safety course conducted on site or other agreed place at an agreed time. Such training will be conducted within 3 months of signing this agreement.
- (d) to enrol and provide with the opportunity and time to attend Driver Fatigue Management programs for all transport workers undertaking driving duties as well as allocation staff and fleet controllers.

8.3 Delegates Training

The TWU NSW Branch will provide the Company with a list of Delegates per site throughout Sydney.

The Union has undertaken to give the Company reasonable notice, i.e. at least 7 days, of impending training requirements. It is agreed that delegate training will be organised in a manner that does not effect site operating efficiency. Such training notice will not be unreasonably withheld.

8.4 Training to be paid for by the Company

The company shall pay at ordinary time rates for the training courses referred to in clause 8 and all other reasonable expenses, which would otherwise be incurred by attendees of the course, shall be borne by the company. Where training occurs outside normal hours the appropriate rate of pay will apply.

8.5 Delegates Meetings

The Company and the delegates have agreed that all delegates meetings will be conducted, as far as practicable, on or about the end of a normal working shift. It is further agreed that all delegates attending such meetings should not be disadvantaged in terms of earnings.

It is further agreed that in respect of meetings generally which are called by the TWU for the specific purpose of discussing issues relating to the Company, the number of delegates attending at such meetings shall be restricted to no more than two (2) delegates from each business unit or contract. The union will undertake to give the Company reasonable notice of its intention to call such meetings.

9. Conditions of Engagement

- 9.1 In relation to any matter in respect of which this agreement does not make provision, the terms of the Award shall apply to all employees and the terms of any contract determination or contract agreement in place shall apply to all contract carriers.
- 9.2 The wage rates arising from this Framework Agreement are to apply for the purposes of calculating all employee and contract carrier entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation. Allowances payable will be as prescribed by the award.

10. Income and Entitlement Protection

- 10.1 The Company agrees to participate in negotiations between the Union and other major companies with the aim of establishing an industry based Redundancy, Annual Leave and Long Service Leave Fund.
- 10.2 All transport workers covered by this Framework Agreement may elect to direct part of the wage increase referred to in clause 4.1 to fund contributions in order to be covered by an approved Sickness and Accident Income Protection Plan.

11. Settlement of Disputes

- 11.1 The parties have agreed that the following settlement of disputes procedure shall apply:
 - (a) The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor;

- (b) If the matter is not settled, the employee or employees may request that the TWU delegate be involved in further discussions;
 - (c) If the matter is not settled discussions shall occur between the appropriate TWU official or officials and management;
 - (d) If the matter is still not settled it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter;
 - (e) if the matter is not resolved, the parties may agree to submit the dispute to arbitration, and, if so agreed, the decision must be accepted by the parties subject to any appeal available.
- 11.2 Until the matter is determined the existing work practice shall continue normally without disruption, except in circumstances where employees have genuine concerns for their health and safety and in these circumstances the provisions of the NSW Occupational Health and Safety Act will apply.
- 11.3 The parties must co-operate to ensure that these procedures are carried out expeditiously. The parties undertake to resolve such concerns in a timely manner in accordance with the above procedure.
- 11.4 This settlement of disputes procedures will apply to any dispute or claim (whether it arises out of the operation of this Framework Agreement or not) as to the wages or conditions of engagement of transport workers engaged by the company.

12. Superannuation

The Company agrees to make contributions, with respect to all its employees and Contract Carriers eligible under the *Superannuation Guarantee (Administration) Act 1992*, to the TWU Superannuation Fund, in accordance with the Transport Industry Superannuation (State) Award. Where the Company is currently making superannuation contributions for a Contract Carrier the contributions will continue to be made during the period of this Agreement.

13. Transport Industry Education

The Company agrees to support Industry agreed principles aimed at promoting vocational training, occupational health and safety training, safer work practises, knowledge of Award and other entitlements, and other services for the benefit of workers in the transport industry.

The Company will continue to contribute funding on \$30,000 per annum for the period of this Agreement.

14. Volunteer Emergency Services and Bush Firefighters Leave

Any transport worker who is a member of a volunteer emergency service or a bush fire brigade shall be entitled to take leave of absence if they are required to attend an emergency during a period they would ordinarily be working for the Company. Such entitlement to leave shall operate in the same manner as Personal/Carer's Leave operates in the Transport Industry (State) Award.

Existing local arrangements are not to be diminished as a result of this clause.

15. Meal Allowance

- (i) An employee required to work overtime for two or more hours shall be paid a meal allowance of \$10.00 or the amount contained within the Transport Industry (State) Award or the Transport Industry State Award, (if applicable) whichever is the greater.
- (ii) An employee required to commence work two or more hours prior to the normal starting time shall be paid a meal allowance of \$10.00 or the amount contained within the Transport Industry (State) Award or the Transport Industry State Award, (if applicable) whichever is the greater.

Notwithstanding the above, if an employee is receiving a meal allowance in excess of \$10.00 as at the commence date of this agreement such amount will continue to apply.

- (iii) An employee shall not be required to work more than five hours without a break for a meal.
- (iii) Except as stated above, Clause 8 Meal Breaks and Allowances, of the Transport Industry (State) Award and Clause 17 of the Transport Industry Petroleum and Distribution State Award will continue to apply.

16. Employee Deductions

- (i) All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction:

Within thirty days of the financial month, or

No later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than thirty days.

- (ii) The employer shall generate and maintain records of the following transactions:

Deductions. Such deductions shall appear on the employee's pay advice in the week in which the deduction occurs.

The employer shall provide the employee with evidence that such payment has been made upon the request of the employee.

17. Union Picnic Day

The benefits of clause 28 - Union Picnic day - of the Transport Industry (State) Award, will apply to all permanent employees including casuals, who are covered by this framework Agreement, provided however that such casual work no less than 38 ordinary hours per week. Providing further that such employees have worked full time for a period of three months in the period immediately leading up to the date of the Picnic day.

Notwithstanding the above, the Picnic day will not apply to employees who are receiving an alternate benefit in lieu of the Picnic day.

This clause shall NOT apply to casuals hired through a labour hire agency.

Existing local arrangements are not to be diminished as a result of this clause.

18. Union Recognition

- (i) The Company recognises the TWU as being the Union that shall represent transport workers covered by this Agreement.

19. Chain of Responsibility

- (i) The Company will keep records containing details of the work it has contracted out including the name and address of the employer, person or entity to whom the work has been contracted, the date the work was contracted and a description of the work to be performed.
- (ii) Copies of the records to be kept by the Company are to be given to the person actually performing the work.
- (iii) Work must only be contracted out in accordance with the terms and conditions of this Agreement and applicable legislation eg. Driving hours.
- (iv) Subject to compliance with *Privacy Act* 2001 and other statutory requirements, Company records referred to (i) above shall be available for inspection by a person duly authorised as if it was a record

permitted to be inspected and copied under Part 7 of chapter 5 of the *Industrial Relations Act 1996* (NSW).

The Toll Express documents, including the Save Driving Plan appended to this Agreement (see appendix 1) are an indicative example of the procedure to be in place.

The provisions of the letter exchanged between the Company and the Union dated 22/01/02 (see Appendix 2) are to be read in conjunction with this Clause.

20. Operation of This Agreement

This agreement comes into effect from 1 January 2003 and shall remain in force until 31 December 2004.

Negotiations regarding a new agreement are to commence 3 months prior to the expiry date of this agreement with the aim of finalising a new agreement by this agreement's expiry date.

The Union commits to adherence to the Disputes Procedures outlined in Clause 9 for the period of the Agreement.

Any Award, State or National wage changes that occur within this period will be absorbed.

21. Incentive and Other Piece Rates Including Kilometre Rates

The Company commits to review all incentive and other piece rates, which may be being paid by a business unit or site, in accordance with the terms of this agreement. This process will be undertaken in each business unit or at each site, as applicable, by the relevant delegate and the manager. The review process will focus on determining how, and to what extent, the increase to the labour component of such rates will be passed on. The Company recognizes that this process should be completed by 1 December 2002.

22. No Further Claims

22.1 Except as provided in Clause 4.2 above, no further claims for wages, allowances or other terms and conditions whatsoever will be made by the TWU or Employees during the period of this Framework Agreement.

23. Union Service Fee

Leave reserved

24. Union Delegate

Union delegates shall be allowed such reasonable time during working hours, as may be agreed between the Company and the delegates, to:

- (i) discuss with the union members at the workplace at which they are union delegates, matters relative to working conditions and other matters, with a view to avoiding industrial dispute.
- (ii) discuss with union officials matters raised above; and,
- (iii) discuss with the Company matters raised by members affecting their employment at the workplace.

25. Protection of Entitlements

The Company will allow a bi-annual audit of accounts, the effect of which is to allow the TWU to be satisfied that accrued employee entitlements (including but not limited to annual leave, long service leave, rostered days off, unpaid superannuation contributions, redundancy entitlements and unpaid wages) are secure.

Reasonable costs of the audit will be met by the Company.

26. Execution

SIGNED as an agreement.

Signed for and on behalf of The Company in the presence of:

Signature

Signature of Witness

Donald M Telford
Name of Witness in full

Signed for and on behalf of Transport Workers Union of Australia in the presence of:

Signature

Signature of Witness

Richard Olsen
Name of Witness in full

23. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

ANNEXURE B

INCOME PROTECTION SCHEME

Principles

- (1) The policy for such a scheme shall be held by either the Transport Workers Union - NSW Branch or by the employees as a group. The affected employees shall reach a decision collectively as to who holds their policy.. Under no circumstances will the policy be held in the name of Toll Parceline, or that of any of its businesses, nor is it to be a party to such a policy.
- (2) Toll Parceline shall have no tie or relationship to such a scheme or policy and shall only operate as a Facilitator for deductions for the scheme or policy, from the employees wages.
- (3) Matters dealing or relating to such a scheme or policy shall not be contained in a certified agreement, in any form whatsoever.
- (4) The affected employees shall be responsible for covering or claiming any movement in the cost and/or any other charges related to such a scheme.
- (5) Upon commencing as a participant of such a scheme each affected employee shall be responsible for completing and providing an authority to deduct the appropriate amount as required by the scheme or policy, from the employees wages.
- (6) Toll Parceline will not be involved with any dispute or concern raised by employees regarding the operation of such a scheme or policy. Any such matters will be addressed by the employees directly with the insurer offering the scheme or policy.
- (7) If for any reason an affected employees employment is terminated Toll Parceline shall have no obligations with regard to benefits, continuance of the policy for the terminated employee, or any liability as a result of the termination in regard to such a scheme or policy. Such responsibility will be the sole responsibility of the employee.