

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/111**

**TITLE: Toll Logistics, Beverage Division, Carlton & United Contract  
Newcastle Enterprise Agreement 2000**

**I.R.C. NO: 2001/1190**

**DATE APPROVED/COMMENCEMENT: 11 April 2001**

**TERM: 26 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 11 May 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 14**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees of the Company engaged pursuant to the Transport Industry (State) Award**

**PARTIES: Toll Logistics, Beverage Division, a division of Toll Transport Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch**



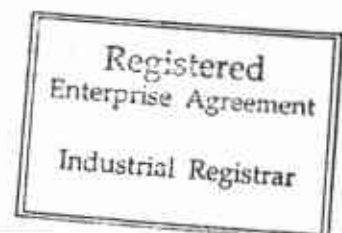
**Toll Logistics**

**A Division of Toll Transport Pty Ltd**

**Beverage Division**

**Carlton & United Contract  
NEWCASTLE**

**Enterprise Agreement  
2000**



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## **1. TITLE**

- 1.1. This Agreement shall be known as the Toll Logistics, Beverage Division, Carlton & United Contract, Newcastle, Enterprise Agreement, 2000.

## **2. DEFINITIONS**

- 2.1. "Act" means The N.S.W. Industrial Relations Act 1996 as amended.  
2.2. "Award" means the Transport Industry (State) Award.  
"Business" means the business carried on by the Company from its operation at Cardiff (Newcastle).  
2.3. "Commission" means The Industrial Relations Commission of NSW.  
2.4. "Company" means Toll Logistics, a Division of Toll Transport Pty Ltd (ACN 006 604 191).  
2.5. "Employees" means employees of Toll Logistics who are eligible to be members of the Union and who are employed in the Business.  
2.6. "Union" means the Transport Workers' Union of Australia, New South Wales Branch.

## **3. PARTIES TO THE AGREEMENT**

- 3.1. The Parties to this Agreement are:-  
3.1.1. **TOLL LOGISTICS, A DIVISION OF TOLL TRANSPORT PTY. LIMITED  
(ACN NO. 006 604 191)**  
3.1.2. **THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH  
WALES BRANCH.**

## **4. DURATION**

- 4.1. This Agreement shall operate from the date of approval until June 30<sup>th</sup>, 2003.

## **5. AGREEMENT FREELY REACHED**

- 5.1. This Agreement was freely entered into by the Parties and does not result from any duress.

## **6. RELATIONSHIP TO THE AWARD**

- 6.1. Except as provided by this Agreement, the conditions of employment of Employees shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award, this Agreement shall prevail.



## **7. NO PRECEDENT**

- 7.1. It is agreed that no part of this Agreement shall be used as a precedent by either party in any other negotiations or proceedings with the employer or any other employer or company.

## **8. WAGE INCREASE**

- 8.1. A wage increase of 5% of the relevant EBA rate will apply from the first pay period after 1<sup>st</sup> June, 2000. (See Schedule 1)
- 8.2. The wage increase shall be payable to each employee who works in accordance with this Agreement.
- 8.3. The wage increase shall be payable on approval of the Agreement by the Commission.
- 8.4. Further increases will be in accordance with the Toll/TWU N.S.W. Framework Agreement.

## **9. NO EXTRA CLAIMS**

- 9.1. The parties to the Agreement will not make further claims during the period of this agreement for improvements in wages and conditions, except where consistent with the processes identified in this Agreement.
- 9.2. Any wage adjustments arising during the life of this Agreement from National or State Wage Decisions will be absorbed into any increases paid or allowable under this Agreement.

## **10. DUTIES OF THE EMPLOYEE**

- 10.1. Employees will be required to perform their duties in accordance with their Job Description including any other additional or incidental duties as the employee is required to perform from time to time which fall within the scope of their skills and competence.
- 10.2. The Employee will perform such duties as are required by the Company that are within the Employee's skill and competence and which may, from time to time, include work in both higher and lower classifications. In this instance Employees will be paid as per the Mixed Functions Clause of the Award.

## **11. OBJECTIVES OF THIS AGREEMENT**

- 11.1. Productivity enhancements to be implemented and the changes to conditions of employment agreed to by all parties to the Agreement.

- 11.2. Operate within flexible, responsive parameters to meet dynamic customer market requirements.
- 11.3. Develop a highly motivated, multi-skilled, flexible and adaptable workforce.
- 11.4. Foster co-operation between all staff in a climate of consultation through the recognition of the needs and concerns of all employees.
- 11.5. Remove inefficient work practices and processes in all areas of operation to ensure flexibility, timeliness and reliability of services.
- 11.6. Develop dynamic staffing levels and rosters.
- 11.7. Receive total Employee commitment to Toll Beverage Division's Business Improvement Programme.
- 11.8. Ensure commitment to the specific Key Performance Indicators as per Schedule I of this Agreement.

## 12. PRODUCTIVITY IMPLEMENTATION

12.1. Key productivity improvement initiatives by functional areas are detailed as follows:-

12.1.1. Flexibility in Start Times: -

12.1.1.1. Employees undertake to commence work at the nominated starting time and work to the nominated finish time.

12.1.1.2. Accordingly, it is agreed that in circumstances to meet operational needs of the business, that the local management may give an employee or group of employees notice of change to starting and finishing times the day before the change is required.

12.1.1.3. It is acknowledged by the Company that the purpose of this provision: -

12.1.1.3.1. is not designed to impact on what may be described as usual working hours for the day;

12.1.1.3.2. is not designed as a means of reducing availability of overtime;

12.1.1.3.3. is designed to reduce unproductive hours;

12.1.1.3.4. is designed to maximise the productivity through the warehouse.

12.1.2. Staggered Meal Times: -

12.1.2.1. Employees agree to have the meal times staggered: -

12.1.2.1.1. To ensure work may always be in progress;

12.1.2.1.2. To assist in the most efficient and orderly running of the operation;

12.1.2.1.3. To enhance the service to our customers;

12.1.2.1.4. To improve the profitability of the operation.

12.1.3. Co-operative Flexibility of use of labour: -

12.1.3.1. All parties agree to continue with the current flexibility of job share by monthly/weekly paid employees to ensure continuity of work during busy periods and to cover for employees on leave.

12.1.3.2. It is agreed that only those employees with an appropriate licence for individual equipment will partake in the agreed job share as per clause 12.1.3.1

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### **13. MULTI SITE EMPLOYEE**

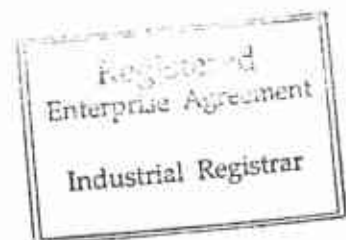
- 13.1. As a multi-site Employee you will be required to work at any location of the Company as directed.
- 13.2. The intended use of such Employees is as a back up to cover absences for sick leave, annual leave, or at any time where it is impractical to be covered by other on-site Employees.
- 13.3. If required to transfer locations, you may be required to transfer to another Company within the Toll Group with continuity of service and all entitlements.
- 13.4. The multi-site Employee may be full-time, part-time, or casual and will be assigned a 'home base' where full-time or part-time work in the event no instructions are given to the contrary.

### **14. ABANDONMENT OF EMPLOYMENT**

- 14.1. It is agreed that management will deem an employee to have abandoned employment if the employee fails to appear for work for three (3) consecutive days and fails to notify management.
- 14.2. It is agreed that management will then give the Employee seven (7) days notice in writing of pending termination.
- 14.3. Each employee shall notify management on a regular basis of any change in address and/or telephone number to allow management the opportunity to show duty of care with respect to any absences.

### **15. EMPLOYEE RATIOS**

- 15.1. The ratio of permanent employees to non-permanent employees shall be as per the Award. Permanency for long-term casuals will be considered, as vacancies become available.
- 15.2. During peak periods, management will be allowed some flexibility with ratios after agreement in order to meet the demands of the business



## **16. HOURS OF WORK**

- 16.1. The parties agree that the starting times for employees covered by this Agreement shall be flexible. Each employee will, at the end of each day's work and prior to clocking off, report to the Operations Manager or nominee who will inform them of their required starting time for the following day.
- 16.2. The Company can start employees with notice before the end of the previous shift without penalty rates applying provided that the start time is not outside of the spread of hours.
- 16.3. The employer has the right to reduce the minimum 10 hours break between the termination of work on one day and the commencement of work on the next day to an 8 hours minimum, and waive the existing conditions contained in Clause 36.3 of the Award (subject to driving hours).
- 16.4. The eight-hour minimum break must be agreed to by both the employer and the employee at the time of request.

## **17. ROSTERED DAYS OFF**

- 17.1. Each Toll employee can choose whether to work a 38 hour week subject to agreement with the management. Employees can change their selection after providing one months notice.
- 17.2. RDO's may be accrued via a banking system to a maximum of 10 days.
- 17.3. The following restrictions apply to the taking of RDO's:
  - 17.3.1. They may not be combined with the taking of annual leave
  - 17.3.2. RDO's may be required to be taken on request during slack periods
  - 17.3.3. They may not be taken during peak periods designated by the Company including, but not limited to, Christmas period, Easter period, Sydney Olympics.

## **18. SICK LEAVE**

- 18.1. If an employee is sick, they are to notify the company, as far as practicable, at least 1 hour prior to the commencement of their shift of their non-attendance.
- 18.2. Management mobile telephone numbers will be provided to all employees to enable compliance to clause 18.1.
- 18.3. A Doctor's Certificate is required if an employee is absent from work for two or more consecutive days.
- 18.4. Where a pattern occurs in sick leave, the Union will be notified and management will commence a counselling process.





## **19. MULTI SKILLING AND TRAINING**

- 19.1. The Company is committed to a program of skill enhancement designed to provide:
- 19.1.1. Increased productivity and flexibility for the Company and more fulfilling and rewarding jobs for the Employee;
  - 19.1.2. To facilitate the acquisition of skills necessary for multi skilling, each Employee will participate in any programs, courses, and any other means of training required, such as induction training, safety training and forklift driver training, arranged and paid for by the Company.
  - 19.1.3. The Company will arrange, and employees will attend, appropriate induction training upon commencement of employment.

## **20. OCCUPATIONAL HEALTH AND SAFETY**

- 20.1. The employer and employees will have a commitment to Occupational Health and Safety Rules and Regulations.

## **21. INSPECTION OF VEHICLES**

- 21.1. Employees are required to perform routine daily inspections of their vehicles, i.e. forklifts, on which they work.
- 21.2. Inspections will cover items such as water, oil, tyres, lights, safety equipment, hydraulic hoses, couplings, computer and electrical equipment.
- 21.3. Employees shall perform basic maintenance and cleaning of same where required.

## **22. ARTICLES OF CLOTHING**

- 22.1. If the Company requires them to be worn, the Company will provide the Employees with uniforms, including high visibility tops, which must be worn by the Employee, and maintained, by the Employees in a reasonable state of repair.
- 22.2. The Company will renew uniforms on an as-needs basis.
- 22.3. Employees must present themselves for work in a clean uniform and be well groomed, including neat hair, face shaved, or in the case of beards etc., neatly trimmed. Employees must clean and maintain their uniforms.
- 22.4. If Employees present themselves in contravention of the above guidelines without reasonable excuse, they will not be permitted to commence work and will not be entitled to payment until they present themselves appropriately.
- 22.5. If such action is taken by the Company, it will constitute part of the formal counselling of the Employee.
- 22.6. The Company will ensure reasonable dressing room, locker, shower, lunchroom and toilet facilities are available to the Employee.

## **23. SOCIAL CLUB**

- 23.1. A Social Club may be created with the aim of fostering a degree of dedication to a common purpose.

- 23.2. The Club will have a Committee comprising a nominated representative from each functional area and shall meet and arrange functions as agreed.

#### **24. CONTINUOUS IMPROVEMENT TEAM**

- 24.1. A Continuous Improvement Team comprising management and nominated employees shall be established.
- 24.2. The team shall consist of the Business Manager, Warehouse Supervisor, and (2) nominated employees. It shall meet regularly at dates to be agreed.
- 24.3. The role of the team shall be to: -
- 24.3.1. Agree on a set of values and behaviours that will clearly outline the expectations of the Continuous Improvement Team on the way in which all employees will conduct their work.
- 24.3.2. Develop a working environment in which all employees are involved in decisions that effect them.
- 24.3.3. Ensure that the operation and its team achieves customer satisfaction and best practice through the Beverage Division's Business Improvement Program and accreditation to an ISO 9001 Quality System.
- 24.3.4. Set objectives (whilst recognising existing awards, legislation and the like) that provide results for the benefit of the business's customer, employees and shareholders.
- 24.3.5. The objectives will be set within three months of the commencement of this agreement and must provide for the creation of a harmonious and productive work environment and the full commitment of all those participating.
- 24.3.6. The objectives will include attention to the building of the team and its achievement of competitive advantage by providing a quality service.
- 24.3.7. Areas for consideration will include: -
- 24.3.8. Customer Service;
- 24.3.9. Profit Improvement;
- 24.3.10. Breakages;
- 24.3.11. Error Control;
- 24.3.12. Occupational Health and Safety and Risk Management
- 24.3.13. Maintenance of Quality Accreditation;
- 24.3.14. Communication;
- 24.3.15. Employee Training and Development;
- 24.3.16. Reward and Recognition.
- 24.4. The Continuous Improvement Team will monitor the successful implementation of this Agreement and the achievement of key performance indicators.
- 24.5. The Continuous Improvement Team will consider matters likely to have an impact on the performance and/or structure of the business and agree on changes necessary in response to these matters.
- 24.6. The Company will provide the Continuous Improvement Team with such information as is necessary to ensure its effective operation.
- 24.7. In the event that the Team is unable to reach agreement on the implementation of any matter proposed by the Company, the matter shall be resolved in accordance with the Dispute Settlement Procedures.

## **25. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES**

25.1. The following procedure will apply when an individual Employee has a grievance: -

- 25.1.1. The Employee shall notify his/her immediate supervisor as to the substance of the grievance, request a meeting with the supervisor and indicate the remedy being sought.
- 25.1.2. If the grievance remains unresolved following the meeting requested, it should be the subject of further discussions between the Employee and the Company on a graduated basis with a view to resolution at higher levels of authority. The steps outlined in Clause 26 may be followed where appropriate.
- 25.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
- 25.1.4. At the conclusion of the discussion, the Company shall provide a response to the Employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 25.1.5. While the procedure is being followed, work shall continue as normal.
- 25.1.6. The Employee may be represented by the Union representative on site at the initial discussion.

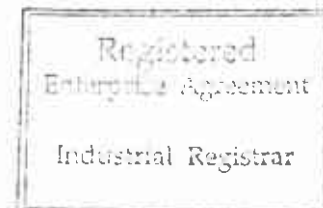
## **26. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND EMPLOYEES**

26.1. Commitment to Procedure

- 26.1.1. The Parties shall take all necessary steps to ensure that delegates, officers, officials, Employees/Union members and Company executives and staff follow the procedure set out below. The intention is that any disputes shall be promptly resolved by *discussions* in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.

26.2. The Procedure

- 26.2.1. In the event of a dispute or difficulty arising at job level, the Employee(s) concerned and/or the Union delegate and the relevant supervisor and/or other management will immediately confer and attempt to resolve the matter without delay.
- 26.2.2. If no agreement is reached, a union organiser will discuss the matter in dispute within 24 hours with the relevant Manager (or nominee).



- 26.2.3. Following the above procedures the State management of Toll Logistics in the Business (or Nominee) and the State Secretary of the Union (or Nominee) will confer within 24 hours about the dispute. The purpose of these discussions will be to attempt to resolve the matter as early as possible.
- 26.2.4. Following the procedure described in paragraph 26.2.3 a National Manager of Toll Logistics in the Business (or Nominee) and the State Secretary of the Union (or Nominee) will confer within 24 hours about the dispute. The purpose of these discussions will be to attempt to resolve the matter as early as possible.
- 26.2.5. The Parties agree to ensure that the status quo is maintained during the procedure referred to in this
- 26.2.6. without limiting the Company's right to reasonably exercise its managerial prerogative.
- 26.3. Right to Refer to the Commission**
- 26.3.1. Following the exhaustion of all the procedures outlined above, Toll Logistics or the Union may refer the matter either by agreement or individually to the Commission.
- 26.3.2. The above steps shall not preclude reference of a dispute to the Commission at any stage of this procedure if Toll Logistics or the Union believes it necessary.
- 26.4. Continuity of Work**
- 26.4.1. Pending the completion of the procedure set out in this Clause, work shall continue as required without interruption and the Parties agree to use their best endeavours to ensure that continuation.
- 26.5. Preservation of Rights**
- 26.5.1. The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- 26.6. Procedure and Obligations**
- 26.6.1. The procedure and obligations contained herein shall be equally binding on Toll Logistics, the Union and Employees. The decisions of the Commission shall be accepted and adhered to by Toll Logistics, the Union and Employees subject to appeal and other rights under the Act.

## **27. AGREEMENT TO BE DISPLAYED**

- 27.1. The Company shall ensure that copies of this Agreement are displayed at all times in a prominent place on the site.

## **28. NEW EMPLOYEES TO BE INFORMED OF TERMS OF AGREEMENT**

- 28.1. The Company shall not offer employment to applicants for employment without first advising the applicant of the existence of this Agreement and providing access to a copy for perusal.



## **29. ANTI DISCRIMINATION**

- 29.1. It is the intention of the parties bound by this agreement 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 and age.
- 29.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 29.3. 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.
- 29.4. Nothing in this clause is to be taken to affect:
- 29.4.1. any conduct or act which is specifically exempted from anti–discrimination legislation;
  - 29.4.2. offering or providing junior rates of pay to persons under 21 years of age;
  - 29.4.3. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti–Discrimination Act, 1977; or
  - 29.4.4. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 29.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.



Signed for and on behalf of Toll Logistics, )  
a Division of Toll Transport Pty Ltd )  
(ACN 006 604 191) by Business Manager )  
in the presence of *Sandy Wyatt* )  
Date: *19-2-2001*

*Alan Spence*  
\_\_\_\_\_  
*SWyatt*  
\_\_\_\_\_

Signed for and on behalf of Toll Logistics, )  
a Division of Toll Transport Pty Ltd )  
(ACN 006 604 191) by )  
General Manager, Beverage Division )  
in the presence of *Sandy Wyatt* )  
Date: *1-3-2001*

*[Signature]*  
\_\_\_\_\_  
*SWyatt*  
\_\_\_\_\_

Signed for and on behalf of Toll Logistics, )  
a Division of Toll Transport Pty Ltd )  
(ACN 006 604 191) by )  
Divisional Director, Toll Logistics )  
in the presence of *Linda Gubbeny* )  
Date: *6-3-2001*

*[Signature]*  
\_\_\_\_\_  
*hgubbeny*  
\_\_\_\_\_

Signed for and on behalf of Transport )  
Workers Union of Australia, NSW Branch )  
by Site Delegate )  
in the presence of )  
Date:

*[Signature]*  
\_\_\_\_\_  
*Alan Spence*  
\_\_\_\_\_

Signed for and on behalf of Transport )  
Workers Union of Australia, NSW Branch )  
by TWU ~~Organiser~~ *Secretary* *REP* )  
in the presence of )  
Date: *20-11-00*

*[Signature]*  
\_\_\_\_\_  
*R.E. Galvin P.P.*  
\_\_\_\_\_

Signed for and on behalf of Transport )  
Workers Union of Australia, NSW Branch )  
by TWU Secretary )  
in the presence of )  
Date:

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### PRODUCTIVITY/EFFICIENCY INDICATORS

1. Warehouse breakages – measured and recorded against agreed CUB/Toll limit.
2. Stock rotation (age) – measured and recorded against agreed CUB/Toll criteria.
3. Commitment to Business Improvement Programme and standards of accreditation – measured on non-conformances and observations at internal/external audits and number of Improvement Opportunity Forms received.
4. Housekeeping – measured against non-conformance to standard procedures.
5. Equipment/Terminal damage – measured against service and incident reports.
6. Despatch discrepancies – measured and recorded against CUB weekly adjustments.

### WAGE SCHEDULE

<b>Current TWU Grade 2</b>	<b>Current TWU Grade 3</b>	<b>Current above award payment</b>	<b>Proposed above award payment</b>
<b>\$469.00</b>	<b>\$496.80</b>	<b>\$511.66</b>	<b>\$537.25</b>

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