

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/161

**TITLE: Transport Workers Union and Toll Regional Transport  
(Refrigeration) Business Agreement**

**I.R.C. NO:** IRC6/1567

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 1 June 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 5 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Toll Pty Ltd t/as Toll Regional - Refrigeration, who are engaged in performing Long Distance driving work, who fall within the coverage of the Transport Industry (State) Award.

**PARTIES:** Toll Pty Ltd -&- the Transport Workers' Union of New South Wales

# **BUSINESS/ SITE AGREEMENT**

## **Toll Regional (Refrigeration)**

2005/2007

### **1. Title**

1.1. This Agreement shall be known as the Transport Workers Union and Toll Regional Transport (Refrigeration) Business Agreement (the Agreement).

### **2. Parties**

2.1. The parties to this agreement shall be:

2.1.1. Toll Pty. Ltd. Trading as Toll Regional – Refrigeration (The Employer); and

2.1.2. The Transport Workers Union, New South Wales Branch, ( the TWU)

### **3. Scope**

3.1. This Agreement applies to Toll Regional (Refrigeration) and its employees engaged by this business unit performing Long Distance work as defined in clause 13 of the Award. This agreement will be read in conjunction with the following industrial instruments:

3.1.1. Toll Head of Agreement 2005 - 2007 “Heads of Agreement”.

3.1.2. Transport Industry State (NSW) Award (the Award).

### **4. Communication – Mobile Phones**

4.1. In the event that an employee is required to use his/her personal mobile phone for company business, the Employer will pay to the Employee a rental/service fee of \$40.00 per month.

- 4.2. If, during the period of this Agreement, the Employer chooses to fit communication technology to the vehicles operated by Employees, the continuation of this reimbursement will cease.
- 4.3. If the Employees Mobile Telephone statement exceeds \$40.00 of work related calls, then the Employer is to reimburse the Employee all work related calls as highlighted on the statement.
- 4.4. Should an Employee choose to use a pre-paid system, then the copies of receipts are to be submitted monthly as proof of connection. [Note; No way of checking whether they are work related or not]
- 4.5. The monthly rental/service fee will be subject to CPI increases (Weighted average of eight capital cities as defined in the previous September Quarter) and adjusted on 1<sup>st</sup> January of each year.

## **5. UNION RELATED MATTERS**

- 5.1. In recognition of savings made by staff, the Employer will pay on behalf of each and every Employee (permanent and regular casual) covered by this agreement, the TWU membership fees for that financial year (or part thereof).
- 5.2. A list of members will be provided by the TWU (or its nominee) to the Company a payment will be made by Toll to the TWU within 4 weeks of receipt of that list.
- 5.3 Employees who's TWU membership fees shall have been paid by the employer no entitlement to a picnic day as set out in clause 28 of the Award.
- 5.4 Any TWU related training encountered by a delegate shall be paid at the wage rate prescribed for the appropriate classification in schedule A of this agreement and in addition 30 percent plus reasonable expenses.

## **6. LEAVE ACCRUAL**

6.1. Employees will accrue Annual Leave and Rostered Days Off in accordance with the Award provisions.

6.2. At the request of the Employee, Rostered Days Off may be paid, in blocks of five days at the Long Distance rate (as per Cl. 16.2 of the Award) through the payroll system.

6.2.1. These payments can be made at any time during the year, provided one weeks notice is given to the Employer in writing by the Employee.

6.3. In the event Rostered Days Off are not taken, or paid, during the year, balances of more than five days may be paid out prior to Christmas each year at the request of the Employee.

## **7. CASUALS**

7.1. Casuals are paid as per permanent employees and in addition 15% loading.

## **8. REDUNDANCY**

8.1. A redundancy situation occurs when the Employer decides that it no longer wishes an employee's position to be performed by anyone and this is not due to the ordinary and customary turnover of labour.

8.2. Subject to clause 9.3, should the Employer decide to make an employee's position redundant and terminate the employment of the employee for reasons of redundancy, the Employer will pay the employee the following:

In addition to appropriate pay in lieu of notice, three weeks pay for each year of service shall be paid (pro rata on each part year of service) to those made redundant.

8.3. The Employer will not be required to make any of the payments set out in clause 9.2, if the Employer offers or obtains for the employee alternative comparable employment within Toll.

8.4. For the purposes of clause 9.3 "alternative comparable employment" includes alternative employment:

8.4.1. on terms and conditions that, in total, are no less favourable than those terms and conditions which applied to the employee before the position held by the employee was made redundant by the Employer; and where the alternative employment is with another employer (the New Employer), the New Employer recognises and treats the service of the employee with the Employer as service with the New Employer.

## **9. RATES OF PAY**

### **9.1. Minimum Weekly Payment**

An employee covered by this Agreement must receive each week no less than the Long Distance rate prescribed in Appendix "A".

### **9.2. Kilometre Rate**

An employee covered by this Agreement shall be paid the amounts set out in Appendix "A", Cpk Rate, of this Agreement for each road kilometre travelled according to the vehicle that the employee is required to drive.

### **9.3. Payment for Loading and Unloading**

Employees require to load or unload a vehicle shall be paid the Load/Unload rates set out in Appendix "A".

## 10. ANTI-DISCRIMINATION

- a) It is the intention of the parties to 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.

Paragraph (b) only applies where the agreement contains a dispute resolution procedure:

- b) It follows that in fulfilling their obligations under the dispute resolution procedure set out in 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.
- c) 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.

- d) Nothing in this clause is to be taken to affect:
  - i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - ii) offering or providing junior rates of pay to persons under 21 years of age;
  - iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction
  
- e) 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.

## **11. SETTLEMENT OF DISPUTES**

- a) The parties have agreed that the following settlement of disputes procedure shall apply:
  - i) The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor;
  - ii) If the matter is not settled, the employee or employees may request that the TWU delegate be involved in further discussions with the immediate supervisor;
  - iii) If the matter is not settled discussions shall occur between the appropriate TWU official or officials and the Branch/Contract Manager;
  - iv) If the matter is still not settled discussions shall occur between a senior TWU official or officials and the State Manager or the next senior manager; it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter;
  - v) If the matter is not settled discussions shall occur between the senior TWU official or officials and the relevant General Manager ;
  - vi) If the matter is still not settled, it shall be submitted to the Commission which shall conciliate and/or arbitrate the matter.

- b) Until the matter is determined all existing work practices shall continue 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.
- c) 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.
- d) This settlement of disputes procedures will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of Toll employees..

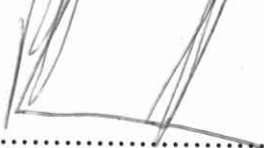
## **11. DURATION**


- 11.1. The duration of this Agreement is from January 1<sup>st</sup> 2005 and expires on December 31<sup>st</sup> 2007.



**11. EXECUTION**

Signed for and on behalf of TOLL REGIONAL – Refrigeration & Containers.

Name: Paul Esposito Signature:   
Date: 7.12.05

Witness: G. BURTHAN Signature:   
Date: 7/12/2005

Signed for and on behalf of The Transport Workers' Union of Australia, New South Wales Branch.

WAYNE FORNO Date: 20 July 2005

W Forno

ACTING STATE SECRETARY

Transport Workers' Union (NSW)

## Appendix A

### Rates of Pay for Long Distance Work

	2004	1 Jan 2005	1 July 2005	1 Jan 2006	1 July 2006	1 Jan 2007	1 July 2007
<b>Increases per base and kilometre rates</b>							
Base rate (p/w)							
Long Distance rate (p/w)	\$919.72	5% base 2% cpk 965.71	2% cpk 29.81	5% base 2% cpk 1014.00	2% cpk 31.01	5% base 2% cpk 1064.70	2% cpk 32.26
Base Hourly rate (p/h)	\$18.62	19.55		20.53		21.55	
Cpk rate	28.65	29.22	29.81	30.40	31.01	31.63	32.26
<b>B Doubles</b>							
Base rate (p/w)							
Retainer rate (p/w)	\$925.40	971.67		1020.25		1071.27	
Hourly rate (p/h)	\$18.73	19.67		20.65		21.69	
Cpk rate	30.14	30.74	31.36	31.98	32.62	33.28	33.94
<b>Allowances:</b>							
Overnight Allow.	\$33.90	Increase as per award					

### Containers (Single)

First Drop	1 hr
First Pick up	1 hr
All Others	1 hr
On Dock (Load/Unload)	2 hr
Tail Gate Inspection	1 hr
AQIS Container Wash	1 hr
Quick Hitch	.75 hr
Unload M/Ts (Rockdale Beef Only)	1hr

### Containers (B-Double)

First Drop	2 hrs
First Pick up	1 hr
All Others	1 hr
On Dock (Load/Unload)	4 hrs
Tail Gate Inspection (2 containers)	2 hrs
AQIS Container Wash (2 containers)	2 hrs
Quick Hitch	.75 hr
Unload M/Ts (Rockdale Beef Only)	1 hr
Split B/Double Trailers	1 hr

A Quick Hitch is defined as changing loaded trailers without the benefit of the unload described above, retruning to the depot with loaded container(s) that have to be put on power, or changing to trailer(s) that are loaded with containers that are on power.