

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/22

TITLE: Toll Logistics (Botany Warehouse) Enterprise Agreement 1998

I.R.C. NO: 98/6923

DATE APPROVED/COMMENCEMENT: 15 December 1998

TERM: 31 December 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

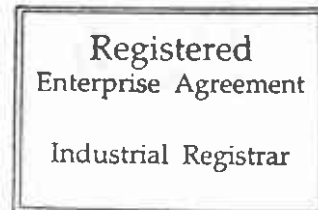
DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by the Toll logistics (Botany Warehouse) Company under the Transport Industry State Award

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





TOLL LOGISTICS

BOTANY

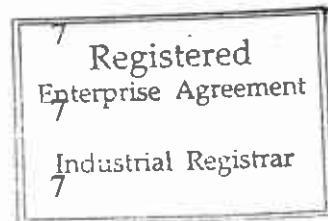


ENTERPRISE AGREEMENT

SEPTEMBER 1998

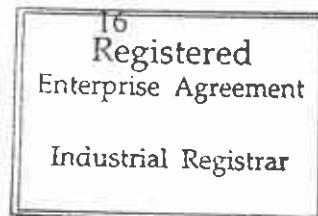
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ATTACHMENT A
WEEKEND SHIFT WORK



ENTERPRISE AGREEMENT dated the _____ day of **September**, 1998

BETWEEN

(1) **TOLL LOGISTICS, A DIVISION OF TOLL TRANSPORT PTY LIMITED**
(ACN 006 604 191)

and

(2) **THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NSW BRANCH**

RECITAL

1. TNT Australia and the Transport Workers Union of Australia, NSW Branch previously entered into an Enterprise Agreement for the staff at Botany Warehouse. This agreement was dated April 1996.
2. The business of TNT Logistics was sold to Toll Transport Pty Ltd on 1 December 1997.
3. All parties accept the terms of this Agreement which updates the previous Enterprise Agreement.

1. TITLE

This Agreement shall be known as the **TOLL LOGISTICS (Botany Warehouse) Enterprise Agreement 1998**.

2. DEFINITIONS

- | | | |
|--------------|--|--|
| "Act" | means The Industrial Relations Act 1996 as amended | Registered
Enterprise Agreement
Industrial Registrar |
| "Award" | means the Transport Industry Wages (State) Award | |
| "Business" | means the business carried on by the Company from its premises at
1A Hale St, Botany, NSW. | |
| "Commission" | means The Industrial Relations Commission of N.S.W. | |
| "Company" | means Toll Logistics, a Division of Toll Transport Pty Limited
(ACN 006 604 191) | |
| "Employees" | means employees of Toll Transport who are eligible to be members
of the TWU and who are employed in the Business. | |
| "Union" | means the Transport Workers' Union of Australia, New South
Wales Branch | |

3. APPLICATION OF AGREEMENT

This Agreement is binding on the Company, the Union and Employees engaged in the Business to perform work within the scope of the Award.

The Agreement applies to the Company operations based at its warehouse at Hale Street, Botany, N.S.W.

4. DURATION

This Agreement shall operate from the date of its certification by the IRC to 31st December 1999.

5. AGREEMENT FREELY REACHED

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

6. RELATIONSHIP TO THE AWARD

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. WAGE INCREASE

A meeting between the Transport Workers' Union N.S.W Branch, Toll Logistics Management and site delegates on Friday the 5th December 1997 agreed the following will apply for Enterprise Agreement negotiations.

A wage increase of 2.5% as at the 1st January 1998.

2.5% from 1st June 1998.

2.5% from 1st December 1998 of this 1.06% will be paid as a wage increase and 1.44% as payment of an Employee Accident and Sickness Policy with ACTU Insurance Brokers Pty. Ltd.

2.5% from 1st February 1999.

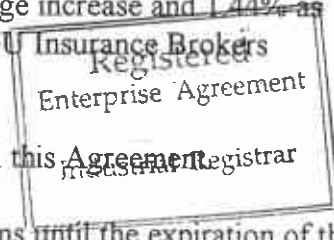
shall be payable to each Employee who works in accordance with this Agreement.

The Union shall not make or pursue any extra wage or other claims until the expiration of this Agreement.

Any National Wage Case or other Award variations will be absorbed in the increases for permanent employees as provided by this Agreement.

8. NO DISADVANTAGE

No employee shall receive, in respect of ordinary hours of work, wage rates less than that provided by the Award for the appropriate classification.



9. CLASSIFICATION STRUCTURE

- (i) All new Employees engaged after the commencement of this Agreement shall be classified as grade 2. On reaching the probation period they shall be then classified as grade 3 and paid at the rate prescribed by this Agreement which is applicable to the relevant classification.
- (ii) Leading Hand : Employees appointed to this position will be required to perform through assessment or appropriate certification the skills and duties as set out below:
- any tasks associated with Grade 3
 - Ability to supervise and provide written and verbal direction and guidance to other employees.
 - liaising with management, suppliers and customers with respect to warehouse operations;
 - detailing and co-ordinating activities of other employees.
 - Maintaining control registers including inventory control and being responsible for including inventory control and being responsible for the preparation and reconciliation.

10. PROBATION EMPLOYMENT

All new Employees will be employed on a probationary basis for a period of Three months.

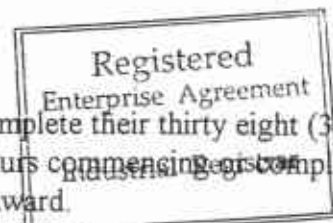
During the probationary period the Company shall assess the Employee's performance and where performance is unsatisfactory the Employee shall be counselled and given an opportunity to improve.

During the probationary period employment may be terminated by either party upon the giving of one (1) hour's notice.

11. HOURS OF WORK

The ordinary span of hours in which an employee may complete their thirty eight (38) hour week will be from 6am to 6pm Monday to Friday. All other hours commencing or completing outside of the span prescribed above will also be paid as per the award.

With the exception of Weekend Shift Work (refer Attachment A)



12. ALLOCATION OF OVERTIME

Where operational requirements necessitate the working of overtime on any day, (a staffing roster will be created) such overtime shall, where practicable, be offered first to full time employees then to part time employees. Thereafter casual employees may be utilised to cover the overtime requirement.

13. SUPERANNUATION

It is agreed between the parties that the TWU Superannuation Scheme shall be the nominated scheme.

14. MINIMUM SHIFT HOURS

All part time and casual employees will be guaranteed a minimum of four hours work on any given shift. This provision does not include overtime attached to any shift, but does apply to overtime as a stand-alone event.

15. EMPLOYEE RATIOS

The total number of permanent employees will be the **numerator** used in ratio calculations, and the combined number of casuals and agency personnel will be the **denominator**. The maximum allowable ratio shall be 2:1. The remaining number of part time permanent employee at the signing of this agreement will not be included in the calculation of the permanent to casual ratio.

16. ROSTERED DAYS

All employees who have saved rostered days off over 12 months will be able to cash in days remaining in December. No rostered day off will carry forward to next year. The company will still have the option to request an employee to have rostered day off, when the business is quiet.

This clause will be re negotiated within 12 months if found that absenteeism increases over the average of the previous 3 years.

17. TIME IN LIEU

- (i) Where an Employee has performed work for which overtime payments would normally apply, the Employee may, by agreement with the Company, take time off during ordinary working hours in lieu of overtime payments, on the following basis:
- (a) For each hour of overtime worked which would have attracted payment at the rate of time and a half the Employee may take an hour and a half of time off.
 - (b) For each hour of overtime worked which would have attracted payment at the rate double time the Employee may take two hours of time off.
- (ii) Where the Company determines that a requirement for overtime is likely to arise on a forthcoming shift, it may offer an Employee time off during ordinary hours on a prior shift on the basis that the Employee will perform the same number of hours in addition to their normal hours in the forthcoming shift without an entitlement to overtime payments.
- (iii) The above arrangements shall only be implemented if the time off in lieu can be arranged within three months of overtime worked. The time will given as time in lieu. Unless the Employer is unable within the three months to give the time off. The employer will then pay the employee for the hours worked.



18. MULTI SKILLING**(i) Commitment to multi-skilling**

The parties are committed to a program of skill enhancement designed to provide;

- (a) increased productivity and flexibility in the business, together with more fulfilling jobs for employees
- (b) a workforce of multi-skilled employees able to perform a full range of tasks required in the business.

(ii) Training

Employees shall participate in training programs to be arranged and paid for by the Company to facilitate the acquisition of skills necessary for a multi-skilled workforce, which shall include training of Employees in computer operation and operation of forklift and materials handling equipment.

The Company shall first seek volunteers from the eligible Employees for training and then select the required number of trainees from these volunteers.

However where insufficient employees volunteer for the required training the Company shall select those employees for training who it considers most suitable.

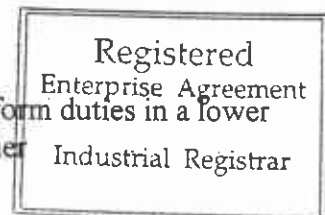
(iii) Performance of all duties within skill and competence

Each employee shall perform any duty required by the Company that is within his skill and competence.

(iv) Higher duties allowance

(a) Employees who are required under this clause to perform duties in a lower classification will retain the wage rate applicable to their higher classification.

(b) Employees who are required under this clause to perform duties at a higher level than their current classification shall be paid the applicable wage rate for the higher classification for the period in which these duties are performed. Provided that where duties in a higher classification are performed for more than two (2) hours on a day, the employee shall be paid at the higher rate for the entire day.

**19. UNION DUES**

For the duration of this Agreement, the Company will make available a payroll deduction system to enable payment of union dues directly to the Union nominated by the employee. Employees may access this system by completion of the appropriate application form.

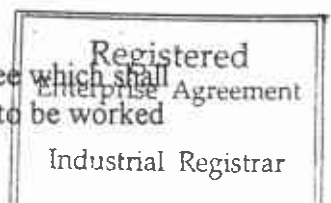
20. PERFORMANCE STANDARDS AND KEY PERFORMANCE INDICATORS

- (i) Monitoring of Progress towards achievement of the set productivity targets will be conducted by the Company and reported to the employees.
- (ii) Unsatisfactory progress towards the achievement of set targets will be investigated as a matter of urgency with a view to identifying reasons for the unsatisfactory progress.
- (iii) Measurements of targets will be reviewed on regular basis. At this review the achievement of the performance indicators shall be assessed in the light of any exceptional external factors which may have affected reasonable margins of performance.
- (iv) If the Company and the TWU do not agree as to whether satisfactory progress has been achieved the dispute settlement procedure shall apply.

21. PART TIME EMPLOYMENT

The Company at the signing of this agreement does not intend to employ further part-time permanents - This clause is for existing part-time permanent only. This clause will be re negotiated between the Company and the Union if necessary.

- (I) This clause shall apply in lieu of Section 10 of the Award.
- (II) Part Time Employees may be engaged in any duties for they posses the required skills and qualifications.
- (III) The days and span of hours during which a part time employee may be rostered to work ordinary hours shall be the same as those applying to full time employees pursuant to this agreement.
- (IV) The Company shall prepare a work roster for each part time employee which shall provide for a minimum of 48 and a maximum of 144 ordinary hours to be worked over a four (4) week roster period.



Provided that the minimum shift duration will be four (4) hours and no employee shall be required to work more than one (1) shift in any twenty four (24) hour period.

- (V) The Company shall roster part time employees to perform their ordinary hours of work on any day during hours which correspond to the normal working hours applying to the majority of 75% of the full time employees on that day.
- (VI) Part time employees shall be entitled to overtime (or time off in lieu) where:
 - (a) the employee performs work in excess of eight (8) hours on any day, or
 - (b) the employee works in excess of 144 hours over the four week period.

- (VIII) Part time employees shall be paid at an hourly rate equivalent to one thirty-eighth of the weekly rate being paid to full time employees pursuant to this agreement.
- (IX) For the purposes of payment of wages, the hours worked by a part time employee in each four week period may be averaged in order that payment each week shall be for the same number of hour.
- (X) Part time employees shall be entitled to annual leave, public Holidays and sick leave calculated on a pro rata basis. Leave will be paid according to the following calculation:
- (a) Annual Leave
The number of hours paid for each week of leave shall be the average weekly hours worked in the one month period or the twelve month period immediately preceding the taking of the leave, whichever is the greater.
- (b) Sick Leave/ Public Holidays
The number of hours paid for each day of leave shall be the average daily hours worked in the month period immediately preceding the taking of the leave.
- (XI) Part time employees shall be entitled to equal access to all training and promotional opportunities.

22. ARTICLES OF CLOTHING

The Company shall provide employees (including Company casual employees) with uniforms which shall be maintained by employees in a reasonable state of repair.

The Company shall renew uniforms on a needs basis (and generally on a one to one basis).

Employees will be provided with the appropriate number of uniforms/safety wear, which generally will include the following.

5 x Shirts (long sleeve, Short sleeve or combination)

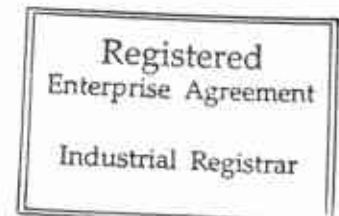
5 x Pants (trousers, shorts or combination)

1 x Jumper

1 x Jacket

1 pair safety boots

1 pair of overall (replaces 1 shirt and 1 Pants)



Employees shall present themselves for and at work in clean uniforms and well groomed.

Any employee presenting himself in contravention of the above requirements without reasonable excuse will not be permitted to commence work and will not be entitled to payment until he presents himself appropriately. If the above action is taken by the Company it will constitute part of the formal counselling of the employee concerned.

23. PRESENTATION OF VEHICLES /FORKLIFTS

Employees are required to perform routine daily inspections of their vehicles/Forklift that include the checking of items such as water, oil, tyres, lights, safety equipment, hydraulic hoses, coupling, computer and electrical equipment, and perform basic maintenance and cleaning where required.

24. ANNUAL LEAVE

- (i) The Company shall operate an annual leave roster with the amount of available slots predetermined in accordance with the needs of the Business.
- (ii) Employees may advise the Company of their preferred time for taking leave however preferences will operate as follows;
 - (a) Full time employees shall have preference over part time employees
 - (b) Employees with children at school will be given preference to leave slots during school holidays.
 - (c) Employees who are undertaking external studies will be given consideration at exam time.

25. PERFORMANCE STANDARDS

- (i) It is the responsibility of Employees to ensure that loss or damage to;
 - (a) Company property including vehicles and machinery, and
 - (b) Customer property or goods is minimised.
- (ii) Where the Company considers that the level of loss or damage occurring at a particular site is unacceptably high it shall bring this to the attention of the Consultative Committee.
- (iii) The Consultative Committee shall determine an acceptable level of loss or damage and develop measures to reduce the existing levels accordingly.
- (iv) Where loss or damage is attributable to a particular Employee the Company may institute disciplinary procedures which shall involve counselling as an initial measure.



26. CONTAINER LOADING/UNLOADING

For work undertaken in the loading/ unloading of containers on dock only, employees may be substituted by outside contractors with the exception of Any Racking and loading of Local and Country Containers. Such contractors can be paid in the form of job rate or piece rates agreed to prior to the commencement of the tasks. Such tasks will remain the subject of review against performance standards. These contractors will not be included in the calculation of the permanent to casual ratio.

27. TRAINING & COMMUNICATION MEETINGS

Employees covered by this agreement will participate in either a one hour training and communications meeting or two half hour training and communications meetings each month outside their normal working time at ordinary rates. All such meetings will be held on a day that does not fall on a weekend and shall not extend beyond the one hour unless mutually agreed and at normal overtime rates where appropriate. These meetings may be held during lunchtimes if before shift or after shift meetings are impractical.

28. QUALITY ACCREDITATION

The employees on this site will demonstrate commitment to the Quality Accreditation process by actively participating in any way required so that certification may be awarded during the life of this agreement.

29. CONTINUOUS IMPROVEMENT TEAM

A Continuous Improvement Team or teams comprising of site management and elected site employees shall be established.

The team shall consist of the Contract Manager and elected employees at the depot, and shall meet regularly at dates to be agreed.

The role of the team shall be to;

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.
2. Develop a working environment in which all employees are involved in decisions which effect them.
3. Ensure that the operation and its team endeavours to achieve a goal of 100% customer satisfaction by performing 100% to our standards as perceived by the customer.
4. Set objectives (whilst having regard for existing awards, legislation and the like) that provide a quality result for the benefit of the business's customers, employees and shareholders. 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. This will include attention on the building of the team and its achievement of competitive advantage by providing a quality service. Areas for consideration will include.
 - Customer Service
 - Profit Improvement
 - Wastage
 - Error Control
 - Occupational Health and Safety
 - Quality Accreditation
 - Communications



- Employee Development
- Reward and Recognition

(NB for the harmony of the site, the design of the Reward & Recognition plans will be the same for the entire site).

5. The Continuous Improvement Team will formulate key performance indicators to serve as a measure for productivity and customer service improvements and will attach meaningful time frames in which those expectations are to be reviewed and/or realised.
6. The Continuous Improvement Team will monitor the successful implementation of this agreement and the achievement of key performance indicators.
7. 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.

The Company will provide the Continuous Improvement Teams with such information as is necessary to ensure its effective operations.

In the event that the teams are 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 in Clause ~~36~~.

2.

30. AGREEMENT TO BE DISPLAYED

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

31. NEW EMPLOYEES TO BE INFORMED OF AGREEMENT

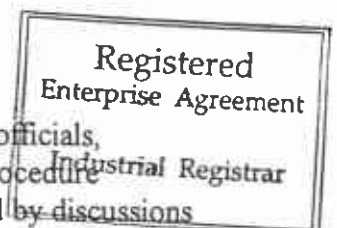
The company shall not offer employment to applicants for employment without first advising the applicant of the existence of this Agreement and providing access to a copy for perusal.

32. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND EMPLOYEES

(i) Commitment to Procedure

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 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.

(ii) The Procedure



- (a) 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.
- (b) If no agreement is reached, a Union organiser will discuss the matter in dispute within 48 hours with the relevant manager (or nominee).
- (c) Following the above procedures the State Management of Toll Transport 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.
- (d) Following the procedures described in paragraph (c), a National Manager of Toll Transport 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.
- (e) The parties agree to ensure that the status quo is maintained during the procedure referred to in this sub-clause without limiting the company's right to reasonable exercise its managerial prerogative.

(iii) Right to Refer to the Commission

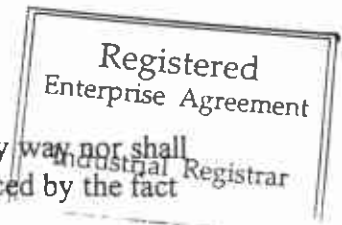
- (a) Following the exhaustion of all the procedures outlined above, Toll Transport or the Union may refer the matter either by agreement or individually to the Commission.
- (b) The above steps shall not preclude reference of a dispute to the Commission at any stage of this procedure if Toll Transport or the Union believes it necessary.

(iv) Continuity of Work

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.

(v) Preservation of Rights

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.

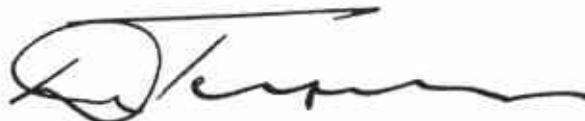


(vi) Procedure and Obligations

The procedure and obligations contained herein shall be equally binding on Toll Transport, the Union and Employees. The decisions of the Commission shall be accepted and adhered to by Toll Transport, the Union and Employees subject to appeal and other rights under the Act.

SIGNED for and on behalf of Toll Logistics, a Division of Toll Transport Pty Limited (ACN 006 604 191) by D.Telford
in the presence of:

D.Telford



Witness: *Heleen Newell*
Name: *Heleen Newell*

Date: *9/9/98*

SIGNED for and on behalf of the Transport Workers Union of Australia, by Stephen Hutchins, Secretary
in the presence of:



Witness: *P.A. Curtis*
Name: (Printed) *PETER ANDREW CURTIS*



Date: *24-9-98*

ATTACHMENT AWEEKEND SHIFT WORK

1. Employees who regularly work on a Saturday as part of their 38 hours will be paid at 150% for that day.
2. Such employees who regularly works a roster that contains a Saturday will be entitled to an additional weeks annual leave. Employees who work more than eight (8) weeks on a roster that regularly contains a Saturday will be entitled to a pro-rata of the five days annual leave.
3. Hours worked on Saturday outside of the 38 hours will be paid at the overtime rate of time and one half for the first two hours and double thereafter as per the award.
4. All ordinary hours worked in a week in which a Saturday is rostered shall be paid an additional 6% for those ordinary hours, irrespective of any other penalties.
5. No permanent employee at the time of signing this agreement will be forced to work a roster that contains a regular Saturday. When an employee does agree to work such a roster, they will be identified as no longer "red circled" or entitled to refuse such a request.
6. Each person is entitled to a 4 week trial period and if the circumstances are not acceptable to the employee after 4 weeks trial, they may ~~change back to a roster of~~ Monday - Friday.

Registered
Enterprise Agreement

Industrial