

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA11/01

TITLE: Enterprise Agreement for Northmead Route DSOs 2000

I.R.C. NO: 2000/5206

DATE APPROVED/COMMENCEMENT: 17 November 2000

TERM: 19 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Toll Logistics, Beverage Division and who are employed in the Business at Coca-Cola Amatil (Aust) Pty Ltd

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

**Registered
Enterprise Agreement
Industrial Registrar**

**Toll Logistics
Beverage Division**

A Division of Toll Transport Pty Ltd

**Coca-Cola Amatil
(Aust.) Pty. Limited Contract**

Northmead, NSW

**Enterprise Agreement
For Northmead
Route DSOs
2000**

**Registered
Enterprise Agreement
Industrial Registrar**

ARRANGEMENT

	Clause No.	Page No.
Title	1	3
Definitions	2	3
Parties to the Agreement	3	3
Duration	4	3
Agreement Freely Reached	5	3
Objectives of this Agreement	6	4
No Precedent	7	4
Exemptions	8	4
Relationship to the Award	9	4
Wage Structure	10	5
No Extra Claims	11	5
Scope of the Work	12	5
Induction	13	5
Duties of the Employee	14	5
Abandonment of Employment	15	5
Multi Site Employee	16	6
Hours of Work	17	6
Payment of Wages	18	6
Sick Leave	19	7
Rostered Days Off	20	7
Annual Leave	21	7
Business Improvement Program	22	8
Cash Handling	23	8
Required Documentation	24	9
Product & Equipment Responsibility	25	9
Discipline Code	26	9
Superannuation	27	11
Consultative Committees	28	11
Training	29	11
Procedures relating to Grievances of Individual Employees	30	12
Procedures relating to Disputes Between the Company and Employees	31	12
Agreement to be Displayed	32	13
New Employees to be Informed	33	13
Signature Page		14
Schedule I - Performance Expectations/Wage Structure		15



1. TITLE

This Agreement shall be known as the Enterprise Agreement For Northmead Route DSOs 2000.

2. DEFINITIONS

"Act"	means The N.S.W. Industrial Relations Act 1996 as amended.
"Award"	means the Transport Industry Award, 1998.
"Business"	means the business carried on by the Company from its operation at 128 Briens Road, Northmead NSW 2152
"Commission"	means The Industrial Relations Commission of N.S.W.
"Company"	means Toll Logistics, Beverage Division, a Division of Toll Transport Pty Ltd (ACN 006 604 191).
"CCA"	means Coca-Cola Amatil (Aust) Pty Ltd, Northmead NSW
"Employees"	means Employees of Toll Logistics, Beverage Division and who are employed in the Business at Coca-Cola Amatil (Aust.) Pty. Limited, Northmead.
"DSO"	means Distribution Service Operator.
"Union"	means the Transport Workers' Union of Australia, N.S.W. Branch.

3. PARTIES TO THE AGREEMENT

3.1 The Parties to this Agreement are:-

3.1.1 **TOLL LOGISTICS, BEVERAGE DIVISION, A DIVISION OF TOLL TRANSPORT PTY. LIMITED**
(ACN NO. 006 604 191)

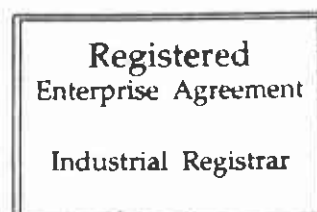
3.1.2 **THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH.**

4. DURATION

4.1 This Agreement shall operate until 30th June, 2002.

5. AGREEMENT FREELY REACHED

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



6. OBJECTIVES OF THIS AGREEMENT

- 6.1 Commitment by management and employees to work together to improve business performance.
- 6.2 Develop a highly motivated, multi-skilled, flexible and adaptable workforce.
- 6.3 Continue to foster co-operation between all staff in a climate of consultation not confrontation through the recognition of the needs and concerns of all employees.
- 6.4 Remove inefficient work practices and processes in all areas of operation to ensure flexibility and quality, specified timelines and reliability of services.
- 6.5 All employees are to wear the uniform supplied along with any protective equipment and will conduct themselves in a professional manner that will enhance the Company image.
- 6.6 To provide an incentive based pay system to be implemented to improve productivity levels.
- 6.7 A minimum productivity level of 3 drops per hour or 55 cartons per hour on average (gate to gate).

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. EXEMPTIONS

- 8.1 In the event that there is industrial action, requests for emergency delivery will be made to the Union for consideration of exemption.

9. RELATIONSHIP TO THE AWARD

- 9.1 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.



10. WAGE STRUCTURE

10.1 The wage structure in Schedule 1 is designed to reward employees in direct correlation to their productivity.

11. NO EXTRA CLAIMS

11.1 The parties to the Agreement will not make further claims for improvements in wages and conditions, except where consistent with the processes identified in this Agreement.

11.2 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.

12. SCOPE OF THE WORK

12.1 Distribution of all Coca-Cola products as required by the agreement between The Company and CCA.

13. INDUCTION

13.1 All Employees will be required to attend a company induction program upon commencement of employment and a refresher course every 12 months.

13.2 A new employee commencing work with the Company shall be trained in accordance with Clause 8 of the Toll/TWU NSW Framework Agreement.



14. DUTIES OF THE EMPLOYEE

14.1 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.

14.2 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.

15. ABANDONMENT OF EMPLOYMENT

15.1 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. In that there is a concern with the action taken over abandonment, this concern will be dealt with via the dispute procedure.

15.2 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.

16. MULTI SITE EMPLOYEE

- 16.1 As a multi-site Employee you will be required to work at any location of the Company as directed. Management will consult with the drivers and seek volunteers at first instance to work at alternate locations. If company drivers are to work from alternate locations the applicable tax office kilometre rate for use of their vehicle will apply unless the transfer is deemed a permanent assignment. It is not the intention of management to use the change of workplace as a disciplinary tool, and will consult with the consultative committee to their intention to change the employee's place of work.
- 16.2 The intended use of such Employees is as a back up to cover absences for sick leave, annual leave, or at any time due to operational requirements where it is impractical for the work to be covered by other on-site Employees.
- 16.3 If required to transfer locations, you may be required to transfer to another Company within the Toll Group.
- 16.4 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 will be undertaken in the event no instructions are given to the contrary.

17. HOURS OF WORK

- 17.1 The ordinary span of hours in which an Employee may complete their thirty eight (38) hour week will be as per the Award. All other hours commencing or finishing outside of the span prescribed above will be paid as per the Award.
- 17.2 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 and agree with them of their required starting time for the following day.
- 17.3 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. (Shift penalty rates to apply where applicable).
- 17.4 For the purposes of payroll administration, it is agreed that an allowance, equivalent to Award rates, shall be paid in lieu of a crib break.

18. PAYMENT OF WAGES

- 18.1 Wages shall be paid weekly by means of Electronic Funds Transfer (EFT) to an approved Financial Institution account nominated by the employee.



19. SICK LEAVE

- 19.1 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.
- 19.2 A Doctor's Certificate is required for employees that have more than one day's consecutive leave due to illness, or after the employees have had two single days absence.
- 19.3 Where a pattern occurs in sick leave, the Union will be notified and management will commence a counselling process.

20. ROSTERED DAYS OFF (RDOs)

- 20.1 RDOs may be taken subject to the following options: -
- 20.1.1 Seven (7) days notice by the employee
- 20.1.2 Five (5) RDOs to be taken by the employee between the months of January to the end of August.
- 20.1.3 Three (3) RDOs to be taken at Managements discretion should the need arise through volume downturns. (Seven days notice to be provided to employee)
- 20.1.4 RDOs may be cashed in at the employee's request when taking annual leave or at managements' discretion.
- 20.1.5 RDOs may not be cashed to compensate for any unpaid leave.
- 20.2 At the end of each year a maximum of 5 days can be banked or accrued or all RDOs to be taken over the course of the year except in the months of December, March or April where it is recognised as our busiest periods.
- 20.3 At all times, flexibility must be maintained to accommodate fluctuations in the market and to accommodate urgent personal needs.

21. ANNUAL LEAVE

- 21.1 All parties recognise the seasonality of the CCA operation.
- 21.2 For this reason, annual leave applications will recognise, wherever possible, the need for leave to be limited to operationally quiet periods.
- 21.3 The four weeks prior to Christmas Day, two weeks prior to and following Easter are specifically recognised as periods when leave would not normally be granted.

21.4 Leave accrued in one year should be fully used within the next twelve months.

21.5 At all times, flexibility must be maintained to accommodate fluctuations in the market and to accommodate urgent personal needs.

22. BUSINESS IMPROVEMENT PROGRAM

22.1 The parties to this Agreement recognise the importance of providing the level of service required by the customers, both present and future.

22.2 As such, the employees will demonstrate commitment to the implementation of Beverage Division's Business Improvement Program.

22.3 The employees give a commitment to aid and actively participate in the implementation of policies and procedures to assist in achieving accreditation to the Australian Standard AS/NZS/ISO 9002.

22.4 Each Employee will accept responsibility and be accountable for his/her individual role in each job specific procedure to ensure a team ethos is cultivated and maintained.

23. CASH HANDLING

23.1 If an employee is required to collect any money for and on behalf of CCA the employee shall:

23.1.1 Take responsibility that the correct monies are collected.

23.1.2 Return the correct amount of monies collected to CCA at the conclusion of each day's work.

23.1.3 Monies collected will always remain the property of CCA.

23.2 Automatic payroll deductions for proven shortfalls in money collected by employees will be set at \$20.00. Any amount exceeding this will be discussed with the employee and both management and the employee will agree to the amount of weekly deduction. However the company has the right to stand down the employee with pay until the matter is investigated & resolved or the monies are recovered in a time frame that is acceptable to both parties.

23.3 All relevant paperwork to be made available to the DSO, if the DSO fails to adequately respond within five working days then automatic deductions will apply.



24. REQUIRED DOCUMENTATION

- 24.1 The employees understand that there is a requirement as part of their overall task to complete various types of documentation for both the Company's management of the business and CCA's day to day needs.
- 24.2 All paperwork is to be completed in accordance with the driver's manual.
- 24.3 Management agrees to limit the amount of documentation as far as practicable.

25. PRODUCT & EQUIPMENT RESPONSIBILITY

- 25.1 All employees recognise their responsibility in maintaining the integrity of product in their control. This includes, but is not limited to, items such as: -
- 25.1.1 Closing of cargo doors
- 25.1.2 Locking cab of vehicle
- 25.1.3 Care of product during handling
- 25.1.4 Use and security of the trolley
- 25.1.5 Care of equipment supplied by the Company, Mobile communications equipment, Environmental safety equipment and other associated equipment that is required to effect the employee's duties on a daily basis.
- 25.1.6 Selection of stock in strict accord with customer invoice.
- 25.2 Automatic payroll deductions for damaged or missing equipment supplied by the company, which has been identified and agreed as negligence by employee, will be set at \$20.00. Any amount exceeding this will be discussed with the employee and management and the employee will agree to the amount of weekly deduction. However the company has the right to stand down the employee with pay until the matter is investigated & resolved or the monies stock or equipment are recovered in a time frame that is acceptable to both parties.
- 25.3 An incentive rate equal to the cash handling allowance will be paid to the DSO's who achieve less than two damaged or missing products per week.

26. DISCIPLINE CODE

- 26.1 Discipline is essential to promote sound relationship between Management and employees. In the case of a breach of discipline, inability to attain or maintain satisfactory work standards a "warning" system will apply.



26.2 Management acknowledges the right of employees to a fair and open discussion of alleged misconduct or negligence and Management will exercise their judgement in applying corrective action, after considering all the relevant and available factors, such as: -

- 26.2.1 Circumstances and work relevance of the misconduct
- 26.2.2 Seriousness of the misconduct
- 26.2.3 Employees explanation of his/her misconduct
- 26.2.4 Employees past conduct and personal situation
- 26.2.5 Repeat disregard for procedures

26.3 Dismissal may occur for a number of reasons, some of which include:

- 26.3.1 neglect of duties
- 26.3.2 disobedience
- 26.3.3 dishonesty
- 26.3.4 physical violence
- 26.3.5 serious and wilful misconduct
- 26.3.6 conviction of a serious crime
- 26.3.7 In the event management believe the actions of an employee are serious enough to warrant dismissal formal communications will be entered into with the relevant Union Officials.
- 26.3.8 failure to respond to warnings about aspects of performance or conduct which are unacceptable in Toll Group or the division in which you work.



26.4 If an employee is suspected of taking drugs or alcohol and both management and a representative for the employee are unable to agree that the person, by taking of the drugs or alcohol, is not in a fit state to drive a vehicle the employee will be referred to a doctor. If the doctor's finding states that the person is not fit to drive, his employment will be terminated without notice.

26.5 All discipline and/or counselling sessions will be conducted as follows:-

- 26.5.1 Verbal discussions between the Employee and his/her Supervisor, noted and signed by Employee;
- 26.5.2 A First Warning will be issued in writing, noted and signed by Supervisor and Employee.
- 26.5.3 A Second Warning will be issued in writing by the Supervisor (or his/her nominee) to the Employee, noted and signed by Supervisor and Employee in the presence of independent representatives chosen by each party.
- 26.5.4 A Final Warning letter will be issued in writing by the Supervisor (or his/her nominee) to the Employee, noted and signed by Supervisor and Employee in the presence of independent representatives chosen by each party.
- 26.5.5 Termination of employment may result after due process has failed to produce a substantial change in workplace performance and/or behaviour.

27. SUPERANNUATION

27.1 The company agrees to make contributions, with respect to all its employees eligible under the Superannuation Guarantee legislation to the TWU Superannuation Fund, in accordance with the Transport Industry Superannuation (State) Award.

28. CONSULTATIVE COMMITTEE

28.1 Consultative meetings will be convened between the Company employees and management. The Committee will consist of representatives from Drivers, Management and the Union.

28.2 Consultative Committees may identify flexibilities and changes that could be introduced within the business to achieve productivity improvements.

28.3 The changes may include consideration of work practices, award variations, etc. but these should not be the only considerations.

28.4 The Committee will identify training requirements including follow-up training and induction procedures.

29. TRAINING

29.1 All employees agree to participate in training.

29.2 The Consultative Committee will co-ordinate with management a formalised training schedule to be implemented and updated as required within the scope of the Business Improvement Program. The company will assist where possible to promote internally within the CCA business (Route drivers to Bulk drivers) however with the limited size of the bulk business opportunities for progression may come through other divisions within the Toll Group.

29.3 Training will include, but is not limited to: -

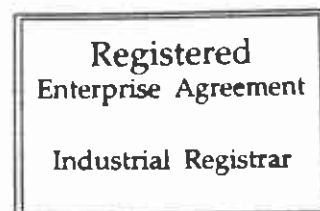
29.3.1 Induction

29.3.2 Occupational Health and Safety Committee

29.3.3 Business Improvement Program Procedures

29.3.4 Business Improvement Program

29.3.5 Performance Monitoring



29.3.6 Customer Relations

29.3.7 Manual Handling

29.3.8 Assistance with relevant training for licence upgrade should vacancies occur in other areas of the business requiring a higher skill rate.

29.4 All training will be of a relevant nature and will be conducted at appropriate times having regard to work loads.

29.5 Where possible, training will take place between Monday and Friday and in any event will be paid at relevant rates of pay.

30. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

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

30.1.1 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.

30.1.2 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 31 may be followed where appropriate.

30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

30.1.4 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.

30.1.5 While the procedure is being followed, work shall continue as normal.

30.1.6 The Union representative on site at the initial discussion may represent the Employee.

31. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND EMPLOYEES

31.1 The parties have agreed that the following settlement of disputes procedure shall apply;

31.1.1 The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor;

31.2 If the matter is not settled, the employee or employees may request that the TWU delegate be involved in further discussion;

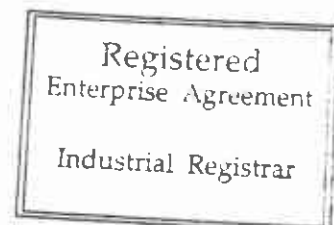
- 31.2.1 If the matter is not settled discussions shall occur between the appropriate TWU official or officials and management;
- 31.2.2 If the matter is still not settled it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter;
- 31.2.3 If the matter is not resolved, the parties agree to submit the dispute to arbitration, and, if so agreed, the parties subject to any appeal available must accept the decision.
- 31.2.4 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.
- 31.2.5 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 procedures.
- 31.2.6 This settlement of disputes procedure will apply to any disputes or claim (whether it arises out of the operation of this Framework Agreement or not) as to wages or conditions of engagement of transport workers engaged by the agreement.

32. AGREEMENT TO BE DISPLAYED

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

33. NEW EMPLOYEES TO BE INFORMED OF TERMS OF AGREEMENT

- 33.1 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.

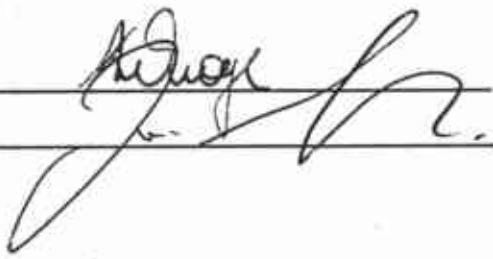


Signed for and on behalf of Toll Logistics,)
a Division of Toll Transport Pty Ltd)
(ACN 006 604 191) by Business Manager)
in the presence of Sandy Wyatt)
Date: 18.9.2000

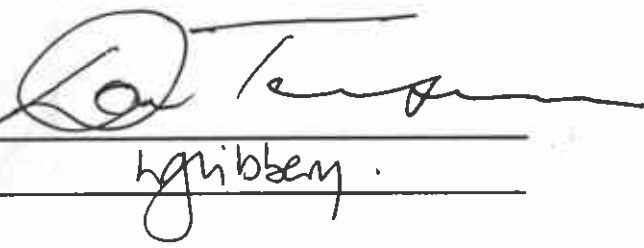


Steve Jones.

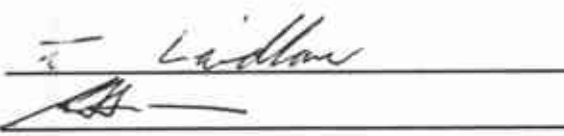
Signed for and on behalf of Toll Logistics,)
a Division of Toll Transport Pty Ltd)
(ACN 006 604 191) by)
General Manager, Beverage Division)
in the presence of Tom Kalpert)
Date: 19th September 2000



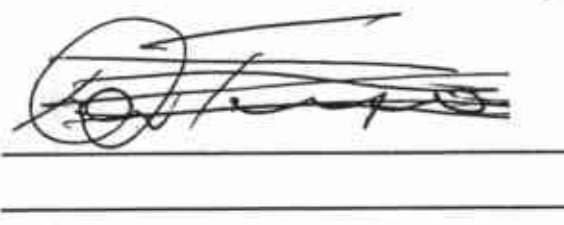
Signed for and on behalf of Toll Logistics,)
a Division of Toll Transport Pty Ltd)
(ACN 006 604 191) by)
Divisional Director, Toll Logistics)
in the presence of LINDA GLIBBERY)
Date: 26 SEPTEMBER 2000



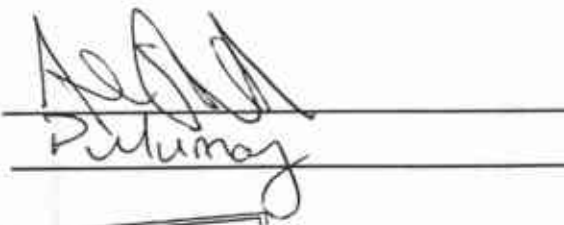
Signed for and on behalf of Transport)
Workers Union of Australia, NSW Branch)
by Site Delegate)
in the presence of)
Date: 18th SEPT 2000



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



Signed for and on behalf of Transport)
Workers Union of Australia, NSW Branch)
by)
in the presence of)
Date: 14.09.2000,





SCHEDULE 1

PERFORMANCE EXPECTATIONS

The following performance expectations are the base to which driver performance will be judged. In the event driver performances were not to meet the said levels, management will reserve the right to seek counsel with the driver and understand why the performance expectation was not met.

- ⊖ Cases per Hour 55
- ⊖ Drops per Hour 3
- ⊖ Customer Returns less than 1 per week per driver
- ⊖ Seven hours is the expected minimum hours worked before the incentive is frozen and the applicable hourly rate is applied. When a driver has been requested to assist other drivers or perform other duties a log number will be required from the Operation Manager, Business Manager or in their absence a nominated representative. The log number will be recorded on the individual's timesheets to authenticate the request.
- ⊖ Returns Communication must receive a return code from CCA for all returns.

WAGE SCHEDULE

3. Route Deliveries – Loose cases delivered.
 - 3.1. No minimums to apply.
 - 3.2. Any returns with the codes 12,31&97 and/or non-delivered cartons will be deducted from the incentive calculations.
 - 3.3. Metropolitan Route with Offsider - \$0.27 cents per carton.
 - 3.4. Metropolitan Route without Offsider - \$0.33cents per carton.
 - 3.5. Areas outside Berowra
 - 3.5.1. Windsor to the North West
 - 3.5.2. Berowra to the North
 - 3.5.3. Mona Vale to the North East
 - 3.5.4. Heathcote to the South East
 - 3.5.5. Campbelltown to the South West
 - 3.5.6. Emu Plains to the Westshall attract a flat rate of \$20.00 per load in addition to the nominal carton rate.
4. Offsiders that currently receive incentive payments (**and only those employees, no new offsiders will be entitled to incentive payments**) shall not be entitled to incentive rates after this agreement has been in place for 10 weeks or when the individual obtains the appropriate licence, which ever occurs first.
5. No offsider will receive incentive payments after 10 weeks from the commencement of this document. Commencement date will be the date when new route driver incentive structure commences.



6. The company during the 10 weeks will assist the individuals to obtain the appropriate license to operate route vehicles, delivering CCA products in the metropolitan area.
7. Offsider Usage.
 - 7.1. The assignment of offsidiers will be at the total discretion of management.
 - 7.2. It is recognised that there are loads that may require offsidiers, however management will determine which loads they are.
 - 7.3. Management will consult with the drivers in the event there are instances where it can be proven that a certain load require an offsider.
8. Special Events outside the normal metropolitan route deliveries will be paid in accordance with the applicable hourly rate. Such events would include but are not limited to:
 - ☉ Royal Easter Show
 - ☉ Olympics period
 - ☉ Trade Shows etc.
9. Minimums
 - 9.1. There will be no minimum units paid.
 - 9.2. The minimum payment is the N.S.W. Toll/TWU Framework Agreement hourly rate of \$14.14 - Grade 3; \$14.42 - Grade 4 plus any applicable penalty rates for overtime, shift allowance etc.
10. Safety Net Payment
 - 10.1. If on any day an employee does not earn an amount equal to the current hourly rate (See clause 9.2 above), then an amount equal to this rate will be paid.
11. Turnaround Loads and Returned Stock
 - 11.1. No incentive will be paid for returned stock with return codes 12,31 & 97 and turnaround loads.
 - 11.2. This will be calculated by deducting the appropriate case rate from the driver's daily payment.

Olympics 2000 Incentive for Toll/CCA Employees

Toll Employees that are available during the Olympic periods from September 11th 2000 to September 29th 2000 will be entitled to a weekly bonus of \$100.00 provided they make themselves available for work on their rostered days including agreed rostered overtime.

However if an employee is unavailable for one day during the designated Olympic period the bonus will be reduced by 25%, if the employee has two days leave during the period no bonus will be paid to the employee.

