

**REGISTER OF
ENTERPRISE AGREEMENTS**

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ENTERPRISE AGREEMENT NO: EA01/21

**TITLE: Toll Logistics, Industrial Division, Amcor Botany Mill, Mill Loaders,
Enterprise Agreement, February 2000**

I.R.C. NO: 2000/6035

DATE APPROVED/COMMENCEMENT: 11 January 2001

TERM: 30 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 2 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees who are eligible to be members of the Union and who are employed as Mill Loaders

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



Toll Logistics

A Division of Toll Transport Pty Ltd

Industrial
Amcor Botany Mill

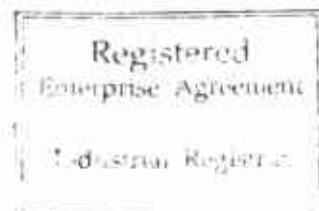
Enterprise Agreement
February, 2000

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1. TITLE

This Agreement shall be known as the Toll Logistics, Industrial Division, Amcor Botany Mill, Mill Loaders, Enterprise Agreement, February 2000

DEFINITIONS

- "Act" means The Industrial Relations Act 1996 as amended.
- "Award" means the Transport Industry State Award as varied from time to time.
- "Business" means the business carried on by the Company from its operation at Amcor Botany Mill.
- "Commission" means The Industrial Relations Commission of NSW
- "Company" means Toll Logistics, a Division of Toll Transport Pty Ltd (ACN 006 604 191).
- "Employees" means employees of Toll Logistics who are eligible to be members of the Union and who are employed Specifically as Mill Loaders in the Business.
- "Union" means the Transport Workers' Union of Australia, New South Wales Branch.



2. PARTIES TO THE AGREEMENT

2.3 The Parties to this Agreement are:-

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

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

3. DURATION

3.1 This Agreement shall have a nominal expiry date of 30 June 2003 subject to the following :

- (i) on or after 1/1/2003 either party may cancel this agreement by providing three months written notice.
- (ii) The TWU NSW Branch agrees that there shall be no further wage increases until the 1/7/2003
- (iii) The parties recognise a further claim may be served upon the Company from 1/6/2002

4. AGREEMENT FREELY REACHED

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

5. RELATIONSHIP TO THE AWARD

5.1 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.



6. WAGE INCREASE

6.1 Shall be in accordance with the Toll Group, Transport Workers Union of Australia, (NSW Branch) Heads of Agreement (Mill Loading Allowance inclusive)

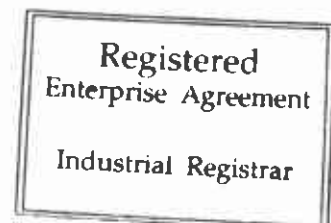
6.2 NO EXTRA CLAIMS

6.2 The parties to the Agreement will not make further wage claims except where consistent with the Toll Heads of Agreement with the TWU NSW Branch. Should the parties reach agreement on further adjustments to wages and conditions during the life of this Agreement, the document will be amended accordingly.

6.3 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.

7. NO DISADVANTAGE

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



8. PURPOSE AND OBJECTIVES OF THIS AGREEMENT

8.1 The purpose of this agreement is to detail the enhancements which shall be implemented and the changes to conditions of employment, agreed to by all parties, for Toll employees involved in the Amcor Botany Mill, Mill Loaders Contract.

8.2 The objectives of this agreement are:

8.2.1 Operate within flexible, responsive parameters to meet dynamic customer market requirements.

8.2.2 Develop a highly motivated, multi-skilled, flexible and adaptable workforce.

8.2.3 Foster co-operation between all staff in a climate of consultation through the recognition of the needs and concerns of all employees.

8.2.4 Remove inefficient work practices and processes in all areas of operation to ensure flexibility, timeliness and reliability of services.

8.2.5 Develop dynamic staffing levels and rosters.

8.2.6 Employee commitment to Toll Business Improvement Program.

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9. DUTIES OF THE EMPLOYEE

9.1 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. MULTI SKILLING & TRAINING

10.1 The Company is committed to a program of skill enhancement designed to provide:

10.1.1 Increased productivity and flexibility for the Company and more fulfilling and rewarding jobs for the employee;

10.1.2 A workforce of multi skilled employees able to perform the full range of tasks required in the business.

10.2 The Employee will perform such duties as are required by the Company that are within the Employee's skill and competence.

10.3 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, arranged and paid for by the Company.

10.4 The company will arrange, and employees will attend, appropriate induction training upon commencement of employment

11. OCCUPATIONAL HEALTH AND SAFETY

11.1 All employees shall be committed to, and will comply with, relevant Toll and Amcor Botany Mill Occupational Health and Safety policies, procedures and codes of practice.



12. INSPECTION OF VEHICLES

12.1 Employees are required to perform routine daily inspections of their vehicles, i.e. forklifts, on which they work, including the checking of items such as water, oil, tyres, lights, safety equipment, hydraulic hoses, couplings, and perform basic maintenance and cleaning of such where required.

13. ARTICLES OF CLOTHING

13.1 If the Company requires them to be worn, the Company will provide employees with uniforms including high visibility tops and safety boots, which must be worn by the employee, and maintained, by the employee in a reasonable state of repair.

13.2 The Company will renew uniforms on an as-needs basis.

13.3 Employees must present themselves for work in a clean uniform and be neat in appearance.

14. QUALITY ACCREDITATION

14.1 All employees on will demonstrate commitment to the Toll Business Improvement Program (Quality Accreditation to ISO 9001).

14.2 Each employee accepts responsibility and accountability for his/her individual role in each job specific procedure to ensure a team ethos is cultivated and maintained.



15. CONTINUOUS IMPROVEMENT TEAM

15.1 A Continuous Improvement Team comprising management and nominated employees shall be established.

15.2 The team shall consist of the Business Manager, and nominated employees. It shall meet regularly at dates to be agreed.

15.3 The role of the team shall be to: -

15.3.1 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.

15.3.2 Develop a working environment in which all employees are involved in decisions that effect them.

15.3.3 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 and the ISO 9001 Quality System.

15.3.4 Set objectives (whilst recognising existing awards, legislation and the like) that provide a Quality result for the benefit of the business's customer, employees and shareholders.

15.3.5 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.

15.3.6 The objectives will include attention to the building of the team and its achievement of competitive advantage by providing a quality service.

15.3.7 Areas for consideration will include:-



15.3.7.1 **Customer Service;**

15.3.7.2 **Error Control;**

15.3.7.3 **Occupational Health and Safety;**

15.3.7.4 **Maintenance of Quality Accreditation; when achieved**

15.3.7.5 **Communication;**

15.3.7.6 **Employee Training and Development;**

15.3.7.7 **Reward and Recognition.**

15.3.8 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.

15.3.9 The Continuous Improvement Team will monitor the successful implementation of this Agreement and the achievement of key performance indicators.

15.3.10 The Continuous Improvement Team will consider matters likely to have a impact on the performance and/or structure of the business and agree on changes necessary in response to these matters.

15.4 The Company will provide the Continuous Improvement Team with such information as is necessary to ensure its effective operation.

15.5 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.



16. ABANDONMENT OF EMPLOYMENT

- 16.1 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.
- 16.2 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.

17. EMPLOYEE RATIOS

- 17.1 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.
- 17.2 During peak periods, management will be allowed flexibility in order to meet the demands of the business.

18. ROSTERED DAYS OFF

Mill Loaders working a continuous 4 days on / 4 days off shift agree to forego their entitlement of Rostered Days off as the shift arrangement provides increased leisure time. Accrued bank to be paid out with the implementation of this agreement.

19. HOURS OF WORK

- 19.1 The ordinary hours of work for all employees covered by this agreement shall not exceed 35 hours per week and shall be worked between Monday and Sunday, inclusive.
- 19.2 The ordinary hours of work for all employees covered by this agreement shall not exceed 8.75 per day exclusive of meal breaks, and shall be worked between the hours of 6.00 am and 6.00 pm in a four-day period on a rotational basis.

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19.3 Employees covered by this agreement have agreed to a four days on/four days off rotational roster in accordance with Appendix 1.

20. Annual Leave

20.1 Employees covered by this agreement shall be entitled to a total of sixteen (16) days leave over a four week period calculated at 8.75 hours per day.

20.2 Further, it is agreed that there is no leave loading payable when employees take annual leave.

20.3 It is a requirement of this agreement that annual leave shall be rostered to accommodate manning levels at the operation.

21. SICK LEAVE

21.1 If an employee is sick, they are to notify the company at least 1 hour prior to the commencement where practicable of their shift of their non-attendance.

21.2 A Doctor's Certificate is required if an employee is absent from work for two or more consecutive days.

21.3 Where a pattern occurs in sick leave, the Union will be notified and management will commence a counselling process.

21.4 Employees may use sick leave entitlements to care for members of their household as long as these instances are covered by a doctor's certificate specifying the employee's relationship to the person requiring care.

21.4.1 Sick Leave payment will be paid as base rate divided by 35 hours multiplied by 7 hours for any day sick when rostered on.

21.6 Employees shall be entitled to a maximum of eight (8) days sick leave per year.



22. SICK LEAVE INCENTIVE SCHEME

22.1 To provide reward for an employee's attendance each day on their roster a Sick Leave Incentive Scheme is to be implemented to expend yearly accrual of Sick Leave and pay as per the following:

Sick Leave not taken	8 days	\$1200.00
	7 days	\$1050.00
	6 days	\$ 900.00
	5 days	\$ 750.00
	4 days	\$ 600.00
	3 days	\$ 450.00
	2 days	\$ 300.00
	1 day	\$ 150.00

Payment to be made in pay period preceding end of financial year.

22.2 If sick leave is taken the Mill loader has the opportunity to arrange a colleague from the "Off Shift" to cover their position on a time payback scheme between themselves, In making this arrangement sick leave not being claimed remains and incentive scheme is not affected. Sick Leave accrued during a period of Workers Compensation will not be treated under the Sick Leave Incentive Scheme

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23. NEW EMPLOYEES

23.1 TO BE INFORMED OF TERMS OF AN AGREEMENT

24. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

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

24.1.1 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.

24.1.2 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 34 may be followed where appropriate.

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

24.1.4 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.

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

24.1.6 The Employee may be represented by the Union representative on site at the initial discussion.

25. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND EMPLOYEES

25.1 Commitment to Procedure



25.1.1 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.

25.2 The Procedure

25.2.1 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.

25.2.2 If no agreement is reached, a union organiser will discuss the matter in dispute within 24 hours with the relevant Manager (or nominee).

25.2.3 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.

25.2.4 Following the procedure described in paragraph 34.2.3 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.

25.2.5 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 reasonably exercise its managerial prerogative.



25.3 Right to Refer to the New South Wales Industrial Relations Commission

25.3.1 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.

25.3.2 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.

25.4 Continuity of Work

25.4.1 Pending the completion of the procedure set out in this Clause, work shall continue as required without interruption.

25.5 Preservation of Rights

25.5.1 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.

25.6 Procedure and Obligations

25.6.7 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.

26. PUBLIC HOLIDAYS

26.1 It has been agreed as a feature of this agreement that all public holidays excepting Christmas day and Good Friday are to be worked in accordance with the roster.



27. OVERTIME

27.1 All hours worked outside of the agreed rostered hours as set out in Appendix 1 shall be deemed "overtime" hours and shall attract a rate of double the ordinary hourly rate.

28. WAGES

28.1 All employees covered by this agreement have the equivalent classification as Grade 7 as described in the Transport Industry State Award.

28.2 The ordinary rate of pay for all employees covered by this award shall be \$17.2428 per hour or \$603.50 per four-day shift.

28.3 In addition to the above, all employees shall receive a "Mill Loading Allowance" of \$306.50 per four-day shift.

28.4 It is expressly acknowledged that the "Mill Loading Allowance" incorporates the following:

- (a) 8X Public Holidays (excepting Christmas day and Good Friday)
- (b) 25% annual leave loading
- (c) all hours in excess of ordinary hours but within the spread of hours required to be worked in accordance with Appendix 1.

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Signed for and on behalf of Toll Logistics,)
a Division of Toll Transport Pty Ltd)
(ACN 006 604 191) by)



in the presence of Craig Hilton)



on 27th day of November Two thousand

Signed for and on behalf of Transport)
Workers Union of Australia, New South)
Wales Branch by)



in the presence of Warrick Irvine)

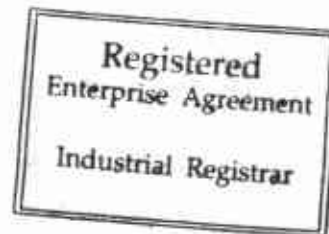


on 27 day of November Two thousand



Appendix 1FOUR DAYS ON/FOUR DAYS OFF
ROTATIONAL ROSTER

Monday	6.00am	to	6.00pm	=	12 hours
Tuesday	6.00am	to	6.00pm	=	12 hours
Wednesday	6.00am	to	6.00pm	=	12 hours
Thursday	6.00am	to	6.00pm	=	12 hours
Friday	6.00am	to	4.00pm	=	10 hours
Saturday	6.00am	to	2.00pm	=	8 hours
Sunday	6.00am	to	10.00am	=	4 hours



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