

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/283

TITLE: Toll Fleet Management Chullora and Greenacre Enterprise Agreement 2006-2009

I.R.C. NO: IRC6/1805

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA05/81.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Toll Fleet Management who are engaged to perform work at the company's operations at its Fleet Management Workshope sites located at 10 Bruncker Road, Chullora NSW 2190 and 77-85 Roberts Road, Greenacre NSW 2190, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Toll Fleet Management, a division of Toll Transport Pty Ltd -&- The Australian Workers' Union, New South Wales

**TOLL FLEET MANAGEMENT CHULLORA AND GREENACRE
ENTERPRISE AGREEMENT 2006-2009**

ARRANGEMENT

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1. TITLE

This agreement shall be known as the Toll Fleet Management Chullora and Greenacre Enterprise Agreement 2006-2009.

2. DEFINITIONS

“Act” means the *Industrial Relations Act 1996*, as amended.

“IRC” means the Industrial Relations Commission of NSW.

“Award” means the Metal, Engineering and Associated Industries (State) Award.

“Business” means the business carried out by the company from its workshops at 10 Brunner Road, Chullora, and Roberts Road, Greenacre.

“Company” means Toll Fleet Management, a division of Toll Transport Pty Ltd, ABN 31 006 604 191.

“Employees” means an employee of Toll Fleet Management who is and who are eligible to be members of The Australian Workers’ Union and who are employed in the business.

“Union” means The Australian Workers’ Union, New South Wales.

3. APPLICATION OF AGREEMENT

This agreement is binding on the company, the union and employees and shall apply to work performed by employees of the company at its operations at its Fleet Management workshop sites at 10 Brunner Road, Chullora, and 77-85 Roberts Road, Greenacre.

4. DURATION

This agreement shall operate from the date of its registration and shall remain in force for a period of 3 years.

5. LEGISLATIVE CHANGE AND AWARD CONDITIONS

a. In the event of legislation amending the *Industrial Relations Act 1996* which would have the effect of altering the award or altering the matters which can be included in the award, the union and the company agree that:

i. The terms of the award which existed at the time that this agreement was entered into will continue to apply other than where:

▪ This agreement is inconsistent with the award in which case the agreement terms will prevail to the extent of any inconsistency.

ii. Subject to where the award provided benefits to employees which are superior to those which exist at the time this agreement was entered into in case the terms of the award as varied would apply.

b. In the event that in December of each year this clause causes Toll Fleet Management to be at a significant competitive disadvantage compared to its major competitors, Toll Fleet Management has the right to re-open negotiations with the AWU over the operation of this clause.

- c.** Nothing in this agreement should be construed as to required Toll Fleet Management to undertake any action, which is determined to be illegal.

6. WAGE INCREASE

A wage increase on the existing wage rates applying from the date of certification shall be payable to each employee who works in accordance with this agreement from the date on which this agreement is certified by the IRC. The wage rates applying to employees engaged pursuant to this agreement are detailed in Annexure B.

Any State Wage Case or other award variations will be absorbed in the increases provided by this agreement, provided that Toll Fleet Management's wages remain higher than those rates prescribed by the award.

7. SUPERANNUATION

Choice of fund default to Toll Fleet Management's sponsored fund, currently the ANZ Super Advantage Fund.

- a.** Toll Fleet Management must make all compulsory superannuation contributions on behalf of an employee in accordance with the choice of funds provisions of the *Superannuation Guarantee (Administration) Act 1992* (or successor).
- b.** Toll Fleet Management must contribute:
 - i.** Any additional employer contributions, and/or
 - ii.** Any contributions which the employee has instructed Toll Fleet Management to deduct from the employee's salary or wages (inclusive of salary sacrifice),

to the same fund that contributions under (a) above are made.
- c.** If an employee does not select a chosen fund in accordance with (a) above, the default fund to which all the employee's superannuation contributions will be made will be to Toll Fleet Management's sponsored fund, currently the ANZ Super Advantage Fund.

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. MULTI-SKILLING

To enable production to be increased, an operator will be trained to do work in several classifications. Employees at a higher level would retain that level while doing work at any level less, while employees required to do work at a higher level would be paid at the higher skill rate if the work in excess of 2 hours in a higher classification will be paid the whole shift at a higher rate.

10. MULTI-SITE EMPLOYEE

An employee may be engaged to work on a variety of sites in the Sydney metropolitan area in the classifications to which they are skilled. Such employees can be engaged as full time, part time or casual employees. Notification of their starting place and time will be given at least 12 hours prior to their starting time unless in the event of an emergency in which case shall be in agreeance of both parties. A multi-site employee will otherwise commence their shift at a site determined upon engagement at normal starting time.

11. TEMPORARY TRANSFERS

Employees permanently engaged at one site may be required to work on another site in exceptional circumstances by mutual agreement. Any reasonable travelling expenses incurred by the employee temporarily transferred to another site will be incurred at the company's expense or an amount of 70 cents per kilometre, whichever is the greater.

12. ATTENDANCE BONUS

Please refer to Annexure B.

13. ARTICLES OF CLOTHING

The company seeks to expand the improvement of customer service and image. All employees provided with company uniforms will be required to keep them in a reasonable state of repair and present themselves in cleaned garments at the start of every shift or overtime period when representing the company. Casual employees will be provided with similar or same gear, which is to be returned at the completion of each shift if required. All uniforms will be provided to the employee by the company upon engagement and renewed on an as-need basis. Employees must present themselves for work well groomed, including neat hair, faces shaved, or in the case of beards, etc, neatly trimmed, etc. Any employee presenting themselves outside of the guidelines here described without reasonable excuse will be sent home in their own time until they present themselves appropriately. Such occasions will be considered part of a normal counselling process.

14. SERVICE MEETINGS

To further advance the levels of customer service, all employees will participate in a monthly service meeting. These meetings may extend up to 1 hour outside of ordinary hours, unpaid. The agendas of each meeting will be constructed and distributed by the company prior to each meeting with input from the employees.

15. HOURS OF WORK

The company may vary the starting time of a full time employee by an hour either side of their normal starting time with not less than 12 hours notice. Such employees will still work the number of hours that their shift originally stated.

16. ANNUAL LEAVE

The company, at an agreed prescribed point in the calendar, will throw open the annual leave roster with the amount of available slots predetermined in accordance with the needs of the business, i.e. more slots available when the business is quietest and less when busy. School holidays will be allocated to employees with children as a preference, but in a way that allows everyone overtime to get the same opportunity. Full time employees will take preference over part time employees. Employees who are undertaking external studies will also be given full consideration at exam time. At no time shall an employee accumulate more than 25 days annual leave unless authorised by management.

17. REDUNDANCY

Please refer to Annexure C.

18. TRAINING

Employees covered by this agreement will participate in 40 hours of company specified training in every 12 month period outside of their normal working hours. All training will be held on a day that does not fall on a weekend and shall not extend beyond 4 hours in any one session (exclusive of meal breaks) or beyond 4 hours in any 1 week unless mutually agreed. The meeting will not be the same

day as a workshop service meeting unless mutually agreed. Any employees participating in company specified training in their own time in excess of this 40 hours allocation shall be paid at the normal overtime rate. This shall not include apprenticeship training.

19. TOOLS AND EQUIPMENT

Employees are to care for all company tools and equipment during use and return items to the store or appropriate place immediately after use.

Storepersons are to present equipment for audit against a shadowboard on a daily basis at the commencement of the shift and inform supervisory staff of equipment missing.

All employees will adhere to the company's housekeeping standards.

20. REPORTING

Each employee will complete all relevant paperwork in a timely and accurate manner. In particular, this refers to the full completion of:

- a.** The job card - name, date and hours worked.
- b.** The job description - concise and accurate account of work performed.
- c.** The bundy card - clocked on and off, and hours match job card.

All parts will be detailed on the reverse side of each job card prior to the completion of a job.

21. CLEANLINESS AND WASTE

All employees must:

- a.** Clean up or have cleaned up any off-cuts, waste product or spilt oil during or immediately after each operation.
- b.** Maintain the amenities areas with due respect for other employees.
- c.** Turn off all unnecessary power when not in use as well as oil, water, air and fuel.

22. SICK LEAVE

All employees who are absent from work due to illness must produce a doctor's certificate after 2 initial separate days off to receive payment for such time off. Unless exceptional circumstances occur, employees must provide notification of absence to management at least 1 hour prior to the commencement of the shift.

23. ROSTERED DAYS OFF

All full time employees will work 40 hours per week. For each week worked, 2 hours will be accrued in the form of ordinary time for the purpose of rostered days off. At the completion of 152 hours the employee will have accrued the equivalent of 1 day.

Employees may take 3 accrued rostered days off with management's consent for the purposes of personal business, or all entitlements in the event of sickness for which no entitlements exist as per clause 21 of this agreement.

All outstanding accruals will be paid out at ordinary rates in the first pay period each December.

It is agreed that RDO accruals will be used up to a maximum of 3 days if the workplace has a quiet period. This will be assessed on a day-to-day basis by each section, i.e. welding, mechanical, painting and administrative duties. Records will be kept to ensure that a fair and equal balance is maintained. Volunteers will be requested, and none are forthcoming, the company will elect a person to be relieved for the period required.

24. WORKPLACE COMMITTEE

A workplace consultative committee comprising of site management and site employees shall be established.

The committee shall consist of the depot manager and 2 employees at the depot, and shall meet regularly at dates to be agreed.

The role of the committee shall be to:

- a.** Formulate key performance indicators to serve as a measure for productivity and customer service improvements.
- b.** Monitor the successful implementation of this agreement and the achievement of key performance indicators.
- c.** 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 committee with such information as is necessary to ensure its effective operation.

In the event that the committee is unable to reach agreement on any matter it is considering, the matter shall be resolved in accordance with the dispute settlement procedure in clause 25.

25. AGREEMENT TO BE DISPLAYED

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

26. DISPUTE SETTLEMENT PROCEDURE

- a.** Commitment to procedure

The parties shall take all necessary steps to ensure that employees, officers, delegates, officials and company executives follow the procedure set out below. The intention being 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.

- b.** The procedure
 - i.** In the event of a dispute or difficulty arising at job level, the employee and his/her immediate supervisor shall immediately confer and attempt to resolve the matter without delay. A union delegate may be present at the request of the employee concerned.
 - ii.** If no agreement is reached, the delegate shall discuss the matter in dispute with the section manager. At this stage the delegate or section manager may request the involvement of the operations manager and/or union organiser.

iii. If the matter in dispute remains unresolved, the delegate shall seek the assistance of the state secretary of the union and the operations manager and may seek to involve the state manager and/or the company's industrial relations staff in the matter.

iv. If no resolution is forthcoming the federal secretary of the union may seek discussion with appropriate company representatives.

c. Right to refer to IRC

The above steps shall not preclude reference of a dispute to the IRC at any stage of this procedure if a party believes it necessary.

d. Continuity of work

Pending the completion of the procedures set out in this clause, the status quo shall continue without disruption subject to the company's compliance which exists prior to the dispute shall remain the *Occupational Health and Safety Act 2000*.

e. 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 disruption.

f. Decision of IRC to be binding

The decision of the IRC shall be accepted and adhered to by all parties subject to their appeal rights under the Act.

27. DURESS

This agreement was not entered into under duress by any party to it.

28. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

Measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility have been implemented. Employees will continue to review and propose improvements encompassed in Annexure A to this agreement.

29. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND INDIVIDUAL EMPLOYEES

The following procedure will apply when an individual employee has a grievance:

a. 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.

b. If the grievance remains unresolved following the meeting requested, it shall 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 25 may be followed where appropriate.

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

d. 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.

- e. While the procedure is being followed, work shall continue as normal. Pending the completion of the procedures set out in this clause, the status quo shall continue without disruption subject to the company's compliance which exists prior to the dispute shall remain the *Occupational Health and Safety Act 2000*.

The union may represent the employee.

30. SIGNATORIES

Signed for and on behalf of:

**TOLL FLEET MANAGEMENT
A DIVISION OF TOLL TRANSPORT PTY LTD**

Date

Signed for an on behalf of:

**THE AUSTRALIAN WORKERS' UNION
NEW SOUTH WALES**

Date

ANNEXURE A

MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

1. AGREED MEASURES TO IMPROVE PRODUCTIVITY

The parties have given a commitment to the following measures to improve productivity and agree to operate and assist in the use and maintenance of quality assurance standards.

The parties agree to:

- a. Undertake training as part of the use and maintenance of a quality assurance program.
- b. Accept responsibility for the quality of their own work and to inspect their work for compliance with quality specifications prior to its leaving the employee's work station.
- c. Timely and accurate completion of relevant documentation.
- d. Keep workshop procedures under continuous review and propose improvements to those procedures as necessary.

2. AUTHORISATION OF CONSUMABLE STOCK

All tradespersons will take additional responsibilities to sign out of parts department for consumable stock listed below:

- a. Nuts.
- b. Bolts.
- c. Washer.
- d. Electrical connectors.

- e. Brass fitting.
- f. Lenses.
- g. Lamps.
- h. Silastic.
- i. Electrical wire.
- j. Chain.
- k. Fuses.
- l. Self-tapping screws.
- m. Grease nipples.
- n. Globes.
- o. Split pins.
- p. Drill bits.
- q. Cable ties.
- r. Rivets.

This improves productivity by self-regulation, taking away from supervisory staff the responsibility of signing for all consumable stock.

It must be noted that if wastage increases, negotiations at the next EBA meeting will need to be compensated for that wastage factor.

3. TOOLS AREA

The tools area is to be separated from the parts department to enhance productivity.

Responsibility for the tools to be cleaned, serviced and secured from damage or theft by returning to the tools area is required by all personnel of the service centre.

Security of the tools area is also a major consideration and is equally the responsibility of all service centre personnel to ensure unauthorised persons do not enter this area.

4. FLEXIBILITY

It is agreed that in order to plan the conduct of our business so as to best meet the needs of our customer base it is essential that fully rostered annual leave and RDO entitlements are established for employees.

Such rosters will take into account the seasonal fluctuations of customer's businesses, our own internal requirements for stocktaking, etc, and the personal requirements of employees.

ANNEXURE B

WAGE INCREASES

CLASSIFICATION		FIRST PAY PERIOD IN JULY 2006	FIRST PAY PERIOD IN JULY 2007	FIRST PAY PERIOD IN JULY 2008
C1	Professional engineer Professional scientist	5%	5%	5%
C2 (b)	Principal technical officer	5%	5%	5%
C2 (a)	Leading technical officer Principal engineering supervisor/trainer/coordinator	5%	5%	5%
C3	Engineering associate - level II	5%	5%	5%
C4	Engineering associate - level I	5%	5%	5%
C5	Engineering technical - level V Advanced engineering tradesperson - level I	5%	5%	5%
C6	Engineering technician - level IV Advanced engineering Tradesperson - level I	5%	5%	5%
C7	Engineering technician - level IV Engineering tradesperson special class - level II	5%	5%	5%
C8	Engineering technician - level II Engineering tradesperson Special class - level I	5%	5%	5%
C9	Engineering technician Engineering tradesperson - level II	5%	5%	5%
C10	Engineering tradesperson - level I Production system employee	5%	5%	5%
C11	Engineering/production employee - level IV	5%	5%	5%
C12	Engineering/production employee - level III	5%	5%	5%
C13	Engineering/production employee - level II	5%	5%	5%
C14	Engineering/production employee - level I	5%	5%	5%

NB:

- The wage increase is based on the award rate plus company margin plus tool allowance.
- First aid allowance as per the award rate.
- Rego inspection, allowance of \$15.00 per week will be indexed at the same percentage increase as incurred in the first aid allowance.

ATTENDANCE ALLOWANCE

Payable to hourly paid employees, covered by this agreement, who attend work for the full normal working pay week (5 days). Normal working pay week being Monday to Sunday. This allowance is not included for overtime purposes on Saturday or Sunday.

	FULL WEEK	DAILY RATE
Tradespersons and supervisors and parts personnel (100%) (included into hourly rate)	\$25.00	\$5.00

Adjustments are to be made under the following circumstances:

- a.** For any day that an employee is absent from work on authorised leave as follows:

Annual leave
Jury service
Army reserve training
Long service leave
Public holidays

A deduction for each day is to be made from the wage (pre-tax) of \$5.00 per day.

- b.** For any unauthorised leave in any one pay week.

The full allowance is to be deducted from the weekly wage (pre-tax) of \$25.00.

A deduction of \$5.00 per day for absences covered by a doctor's certificate will apply.

- c.** The workshop manager must authorise late start/early finish. A deduction of 1 days allowance will occur when the employee is late to start shift, furthermore if the employee does not inform the workshop manager of a late start, an entire week's attendance bonus will be deducted. Early finish deductions will be at the workshop managers discretion based on hours worked and the reason for the early finish.

ANNEXURE C

REDUNDANCY AGREEMENT

Employees who become redundant will be paid the following:

- 1.** 2 weeks pay for each year of service or pro-rata in the case of employees with up to 5 years service or the award provision, whichever is the greater.
- 2.** 3 weeks pay for each year of service or pro-rata in the case of employees with over 5 years service.
- 3.** Additionally an employee with over 10 years service is to receive a further payment of \$500, and an employee with over 20 years service shall receive an additional payment of \$500 - a total extra payment of \$1,000.
- 4.** A maximum payment equivalent to 52 weeks pay will apply to redundancies.
- 5.** In redundancy situations where alternative work at an equivalent skill level and a similar salary is offered, the employee shall have the right to refuse any unreasonable offers of alternative work. If the option is accepted the employee is to be given 2 weeks notice before being transferred to the new position. Employees who accept offers of alternative employment shall have a trial period of 1 month. During such time they may exercise their right to take the redundancy payment if the position is unsatisfactory.