

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/81

TITLE: Toll Fleet Management Chullora and Greenacre Enterprise Agreement 2004-2005

I.R.C. NO: IRC4/6533

DATE APPROVED/COMMENCEMENT: 18 November 2004 / 18 November 2004

TERM: 20

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 15 April 2005

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Toll Fleet Management, a division of Toll Transport Pty Ltd, at its operations at its Fleet Management Workshop sites at 10, Bunker Road, Chullora and 77-85 Roberts Road, Greenacre, 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 2004

Arrangement

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1. Title

This agreement shall be known as the Toll Fleet Management Chullora and Greenacre Enterprise Agreement 2004/2005.

2. Definitions

"Act" means the *Industrial Relations Act* 1996, as amended.

"IRC" means the Industrial Relations Commission of NSW.

"Award" means the Metal and Engineering Industry (NSW) Award.

"Business" means the business carried on by the company from its workshops at 10 Bruncker 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. This agreement will be re certified every 4th year. On other occurrences the Union Organiser, Union Delegates, Toll Workshop Manager and the General Manager Toll Fleet Management will endorse changes to the agreement by all parties signing an additional agreement between all parties involved. This will be a binding agreement between by all parties on each occasion negotiations take place.

4. Duration

This agreement shall operate from the date of its registration and shall remain in force until 1st July 2005.

5. 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 any inconsistency between this agreement and the award, this agreement shall prevail.

6. Wage Increase

A wage increase on the existing wage rates applying from date of certification shall be payable to each employee who works in accordance with this agreement from the date on which this agreement June 28th 2004 is certified by the IRC. The wage rates applying to employees engaged pursuant to this agreement are detailed in annexure B.

Any National Wage Case of other award variations will be absorbed in the increases provided by this agreement, provided Toll Fleet wages remain higher than those rates prescribed by the award.

It is agreed that if for any reason any of the other Toll Fleet workshops in the Sydney metropolitan area negotiate a better hourly rate and/or conditions then this will instigate further discussion with a view to equalise pay rates for this region.

7. 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.

8. 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.

9. 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 twelve hours prior to their starting time unless in the event of an emergency in which case shall be in agreement of both parties. A multi-site employee will otherwise commence their shift at a site determined upon engagement at normal starting time.

10. 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 which ever is the greater.

11. Attendance Bonus

Please refer to Appendix 1

12. Articles of Clothing

The company seeks to expand the improvement of customer service and image. All employees provided with company uniforms would 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 needs 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.

13. 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.

14. 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.

The 2 shifts will be Monday to Friday from 7:00am to 3:30pm (morning shift), 8:00am to 4:30pm (day shift no.1), 4:00pm to 12:00pm (afternoon shift).

15. 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 ie 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 would get 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.

16. Redundancy

Please refer to Appendix 2

17. Training

Employees covered by this agreement will participate in 40 hours of company specified training in every 12 months 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 (a) 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 ie 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.

23. 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:

- i. Formulate key performance indicators to serve as a measure for productivity and customer service improvements.
- ii. Monitor the successful implementation of this agreement and the achievement of key performance indicators.
- iii. 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.

24. Agreement to Be Displayed

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

25. Dispute Settlement Procedure

- i. 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.

- ii. The procedure

- a. In the event of a dispute or difficulty arising at job level, the employee and his 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.
- b. 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.
- c. 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.
- d. If no resolution is forthcoming the federal secretary of the union may seek discussion with appropriate company representatives.

- iii. 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.

- iv. 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*.

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 disruption.

vi. 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.

26. Duress

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

27. 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.

28. Procedures Relating to Disputes Between the Company and Individual Employees

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

- i. 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.
- ii. 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.
- iii. Reasonable time limits must be allowed for discussion at each level of authority.
- iv. 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.
- v. 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*.
- vi. The union may represent the employee.

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.

A. Authorisation of consumable stock

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

1. Nuts.
2. Bolts.
3. Washer.
4. Electrical connectors.
5. Brass fitting.
6. Lenses.
7. Lamps.
8. Silastic.
9. Electrical wire.
10. Chain.
11. Fuses.
12. Self-tapping screws.
13. Grease nipples.
14. Globes.
15. Split pins.
16. Drill bits.
17. Cable ties.
18. 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.

B. Tools area

The tool 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 tool area is required by all personnel of the service centre.

Security of the tool 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.

2. 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		Wage Increase
C1	Professional engineer Professional scientist	4%
C2 (b)	Principal technical officer	4%
C2 (a)	Leading technical officer Principal engineering supervisor / trainer / coordinator	4%
C3	Engineering associate - Level II	4%
C4	Engineering associate - Level I	4%
C5	Engineering technical - Level V Advanced engineering tradesperson - level I	4%
C6	Engineering technician - Level IV Advanced engineering Tradesperson - level I	4%
C7	Engineering technician - Level IV Engineering tradesperson special class - level II	4%
C8	Engineering technician - Level II Engineering tradesperson Special class - level I	4%
C9	Engineering technician Engineering tradesperson - Level II	4%
C10	Engineering tradesperson - Level I Production system employee	4%
C11	Engineering/production Employee - level IV	4%
C12	Engineering/production Employee - level III	4%
C13	Engineering/production Employee - level II	4%
C14	Engineering/production Employee - level I	4%

C10 rate based on a current rate of \$19.6924

C12 rate based on a current rate of \$17.7711

NB:

If the TWU heads if agreement with Toll negotiate and except an increase of greater than 4 per cent Toll Fleet Management, will match the difference payable from the date of signing of the heads of agreement document.

1st Aid Allowance as per the award rate

Rego Inspection, allowance of \$15.00/per week will be indexed at the same percent increase as incurred in the First Aid Allowance.

ATTENDANCE ALLOWANCE

Payable to hourly paid employees 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
Workers Compensation
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 doctors certificate will apply.

(C) The Workshop Manager must authorise late start/early finishes. A deduction of 1 days allowance will occur when the employee is late to start shift, furthermore is the employee does not inform the workshop manager of a late start, an entire weeks attendance bonus will be deducted. Early finishes deductions will be at the workshop Managers discretion based on hours worked and the reason for the early finish.

APPENDIX 2

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 five years service or the award provision which ever is the greater.
2. 3 weeks pay for each year of service or pro-rata in the case of employees with over five years service.
3. Additionally an employee with over ten years of service is to receive a further payment of \$500, and an employee with over twenty years of service shall receive an additional payment of \$500 - a total extra payment of \$1000.
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's shall have the right to refuse any unreasonable offers of alternative work. If the option is accepted the employee is to be given two weeks notice before being transferred to the new

position. Employees who accept offers of alternative employment shall have a trial period of one month, during such time they may exercise their right to take the redundancy payment if the position is unsatisfactory.

Signed for and on behalf of:
Toll Fleet Management, A Division of Toll Transport Pty Ltd

Eric Stuelcken
General Manager

Date

Signature of witness

Name of witness

Signed for and on behalf of:
The Australian Workers' Union, New South Wales

Russ Collison
State Secretary

Date

Signature of witness

Name of witness