

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/285

**TITLE: Toll Liquid Distribution and TWU Sydney Metro Fuel/BOC Cryogenics  
Contract Site Agreement**

**I.R.C. NO:** IRC6/1885

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

**TERM:** 21

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 11 August 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Toll Liquid Distribution a Division of Toll Pty Ltd., located at 119 Cosgrove Road, South Strathfield NSW 2136, who are engaged in Toll Distribution Sydney Metropolitan dangerous goods operations, which includes Fleets located at Enfield, Parramatta, Newcastle and BOC Port Kembla/Newcastle, who fall within the coverage of the Transport Industry - Petroleum, &c., Distribution (State) Award.

**PARTIES:** Toll Transport Pty Ltd trading as Toll Liquid Distribution -&- the Transport Workers' Union of New South Wales

**TRANSPORT WORKERS' UNION**  
**NSW BRANCH**

**And**

**TOLL LIQUID DISTRIBUTION**

**SYDNEY METRO**

**SITE AGREEMENT**

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## **SITE AGREEMENT**

### **1 TITLE**

This agreement shall be known as the Toll Liquid Distribution and TWU Sydney Metro Fuel/BOC Cryogenics Contract Sites Agreement

### **2 PARTIES**

This agreement is binding on:

- i. The Transport Workers' Union of Australia NSW Branch (the TWU);
- ii. Toll Liquid Distribution, a Division of Toll Pty Ltd t/a Toll Logistics (the company), at its operations located within Sydney Metro Dangerous Goods Deliveries, Newcastle (Dangerous Goods and Cryogenics Deliveries) and Port Kembla Cryogenics Deliveries Operations.
- iii. All employees whose employment would render them eligible to be members the TWU

### **3 DEFINITIONS**

In this agreement, unless inconsistent with the context, the following terms have the following meanings:

- a) "Agreement" means this Agreement;
- b) "NSWIRC" means the New South Wales Industrial Relations Commission;
- c) "Relevant Award" means the Transport Industry – Petroleum &c Distribution (State) Award.
- d) "HOA" means the agreement between Toll Group of Companies in NSW and the NSW TWU.
- e) "Site" means a particular geographical workplace of Toll Liquid Distribution Sydney Metro Operations

### **4 SCOPE**

The Agreement applies to Toll Liquid Distribution Sydney Metropolitan dangerous goods operations, which includes the Fleets located at Enfield, Parramatta, Newcastle, and BOC Port Kembla/Newcastle.

For all matters not covered by this Agreement or the HOA, the Transport Industry – Petroleum Distribution (State) Award will apply.

## **5 DURATION**

This certified agreement shall be binding under the HOA and:

- A) comply with the terms of this Framework Agreement; and
- B) have a nominal expiry date of 31/12/2007 subject to the following;
  - i) On or after 31/12/2007 either party may cancel this agreement providing three months written notice.
  - ii) The TWU NSW Branch agrees that there shall be no further wage increase other than those increases contained in the HOA.

## **6 WAGES**

The Agreement will provide for wages as follows:

- **Schedule A – Wage Rates and Definitions**

## **7 ROSTERS**

The roster will be a nine (9) day fortnight; the tenth day (10<sup>th</sup>) will be the employees Rostered Day Off (RDO). The RDO will run in the following sequence. Monday, Wednesday, Friday, Tuesday, Thursday.

No RDO times are bankable or transferable and pay averaging or swapping will not apply. Employees wishing to work his/her Rostered Day Off will be paid 7 hours Single Time Overtime Rate and Double Time thereafter. An additional 7.78 hours single time overtime will apply where the RDO falls on a public holiday.

Employees wishing to work their RDO must advise their Driver Supervisor one week from their scheduled RDO of their availability.

Dayshift start time will be 4:30am; Afternoon shift start time will be 16:30pm.

## **8 WEEKEND COVERAGE**

It is agreed that drivers are rostered to work two (2) Saturdays in four (4).

If the employee is unable to work their rostered shift, it is the employee's responsibility to swap with another employee who is not rostered for that shift.

In order to fulfil various customers needs, some Sunday work is required. Providing that a driver's fatigue management record allows him to work on a Sunday, he may work. All Sunday work for permanent drivers is voluntary. All entitlements and payments methods shall be as per the Award.

## **9 SHIFT SWAP AGREEMENT**

The following will apply to employees wishing to swap from their rostered shift.

If an employee agrees to swap a shift with another employee, either short-term, long-term or permanently the employee will be paid the appropriate shift allowance for the shift actually worked

## **10 WEEKEND WORK & CASUAL LABOUR**

Full time employees will be given first choice of all available overtime, including working on his Rostered Day Off.

If the employee is not rostered for weekend work and wishes to work on that weekend the employee must inform the driver supervisor by 4:30pm Thursday afternoon.

For any permanent employment being recruited by the Company for the Sydney Metro Dangerous Goods Operation or the BOC Cryogenics Contract Operation, the longest serving casual employee will be given priority for placement, providing they meet all employment criteria for that position and they are deemed suitable for that role.

Within the BOC Port Kembla Operation, a maximum of three (3) casual can be employed to cover weekend work not normally covered by permanent employees.

Where Sunday work is available, and permanent drivers are not available, casuals can be used, providing that the use of casuals does not impact on the number of permanent drivers required within the business unit or site.

## **11 EMPLOYMENT COMMITMENT TO QUALITY**

The Company and the employees covered by this agreement commit to the process of complying with all tasks and procedures highlighted in the "Toll Liquid Distribution Professional Drivers & Logistics Guide"

## **12 CONSULTATIVE COMMITTEE**

The consultative committee will consist of the delegate and co-delegate. Meetings will be held on a date to be agreed by the company and the committee..

It is agreed Consultative Committees comprising representatives of the parties will be established and that they will meet as required to review the operation of this Agreement.

## **13 JOB SECURITY**

- (1) Subject to the need to compete effectively and to engage certain skilled personnel, the Company will use its best endeavors to ensure that job functions which are traditionally performed by employees will continue to be performed by employees and where possible permanent employees.
- (2) Where the Company decides that it will outsource whole work functions, which are currently performed by a work group covered by this Agreement, as part of such outsourcing, the Company will seek to put in-place a process which maximizes employment opportunities for affected employees including transmission of accrued entitlements, wages and conditions.
- (3) The Company will only use compulsory redundancy as a last resort.
- (4) A redundancy paid to employees will be based on three weeks' pay in lieu of notice and three weeks' base pay for each year of service.

## **14 COMPANY MOBILE PHONES**

The use of company mobile phone will be minimised at all times.

If any Company mobile phone account is in excess of the agreed limit of \$110.00 per month and the amount cannot be satisfactorily justified by the employees involved, the amount exceeding \$110 per month will be reimbursed to the company

## **15 PRESENTATION**

Whilst on duty, vehicle operators will be correctly attired in their Toll uniform.

Uniforms will be issued and and/or replaced by Toll on a fair wear and tear basis such that each employee has five (5) complete sets. Uniforms will be neat and tidy at all times.

Each driver will be issued with the following uniform and personnel protective clothing

Quantity	Product Type	Replacement Frequency
6	High Visibility, Cotton two tone shirt	6 First issue then as required
6	Drill Trouser	6 First issue then as required
1	Wool Blend Jumper	1 First issue then as required
1	Anti static bomber jacket	1 First issue then as required
1	Safety Boots to AS 2210	1 First issue then as required
1	Hard Hat to AS 1801	1 First issue then as required
1	Protective Gloves to AS 1337	1 First issue then as required
1	Visi Vest to AS 4602	1 First issue then as required
1	Hearing Protection to AS 1270	1 First issue then as required
1	Eye Protection to AS 1337	1 First issue then as required

Vehicle operators will be well groomed at all times to ensure they project a professional image to our client, our client's customer and to the general public.

## 16 MEAL ALLOWANCE

Meal allowance value will be as per the HOA. Meal allowance provisions will be as per the Transport Industry - Petroleum Distribution (State) Award.

## 17 SICK LEAVE

It is the employee's responsibility to inform the appropriate manager and/or supervisor as soon as practicable, of their inability to attend work for the required shift commencement.

A total of five (5) days per year will apply to employees with less than one year of service. A total of eight (8) days sick leave per year of service will apply to each employee with more than one year of service. One sick day consists of seven (7) hours, forty-seven (47) minutes. Employees on sick leave are required to provide the following if requested.

- (a) To provide a doctors certificate if away from work for two (2) days or more.
- (b) To provide a doctors certificate if sick leave is taken directly before or after annual leave, days off, rostered days off, roster weekend work or public holiday at the employers request.

## 18 PUBLIC HOLIDAYS

All Holidays will be paid as per the Transport Industry – Petroleum Distribution (State) Award. This will include Easter Tuesday (except in Newcastle where Show Day shall be observed) and the first Monday in August (Bank Holiday).

In addition to all other payments, all employees covered by this agreement, will be paid an additional day's pay, in the pay period in which Easter Saturday falls.

## 19 FUTURE TECHNOLOGY

It is agreed that new technology, which is to be introduced, will be discussed with the Consultative Committee prior to its implementation.

Toll may introduce, deploy and utilise new technology (including, for example, hand-held terminals, truck monitoring devices or electronic seals) with employees fully co-operating in its use following appropriate training.

## 20 ESSENTIAL SERVICES

The parties agree that essential services will continue to be serviced at all times notwithstanding any industrial action which the employees may be engaged in. Essential services are defined as including medical customers and maintaining the provision of auxiliary services to medical facilities such as hospitals, health and community services and maintaining emergency supplies to customers which require gases for the maintenance of plant safety. Below is a list of, but not limited to, Essential Service Customers to which this clause applies.”

## ESSENTIAL SERVICES

### New South Wales

Abbot Australia	Kurnell	N2	Blanketing of pharmaceuticals
Alcan Australia	Kurri Kurri	N2	Purging of chlorine lines
ANSTO	Menai	N2	Safe operation of atomic reactor
ANSTO	Menai	CO2	Safety operations
ANU	Canberra	N2	Storage of biological specimens and protection from radiation
AWA Electrical Services	ACT	N2	Essential for maintaining tracking capability
Blood Transfusion	Sydney	N2	Blood plasma storage
Eastern Nitrogen	Kooragang	N2	Blanketing and purging of Inflammable products and back-up pneumatic supply
Gosford City Council	Gosford	O2	Water treatment (waste)
HC Extractions	Kurnell	N2	Blanketing and purging of hazardous materials
Hunter Water Board	Newcastle	O2	Water treatment (waste)
Orica	Botany	CO2	Chemical processes
Orica	Matrville	N2	Blanketing and purging of hazardous materials
Orica	Rhodes	N2	Blanketing and purging of hazardous materials
Orica	Villawood	N2	Blanketing and purging of hazardous materials
Metropolitan Waste	Lidcombe	N2	Blanketing and purging chemicals
Shell	Granville	O2	Waste Water Treatment
Shell Refinery	Granville	N2	Blanketing and purging of hazardous materials
Sydney Water Board	Sydney	N2	Water treatment (waste)
University of Newcastle	Newcastle	N2	Research storage
University of NSW	Sydney	N2	Research storage
University of Sydney	Sydney	N2	Research storage
Wyeth Pharmaceuticals	Parramatta	N2	Blanketing of Infant formulas

### All Hospitals

Any medical customer  
Any research customer  
Any safety-related process requiring blanketing/purging  
Any water treatment facility

### Queensland

All hospitals  
Nursing homes  
BOC Rocklea Lox  
Refineries (eg BP, Ampol)  
South Pacific Petroleum  
Ticor  
Orica  
Incitec  
Mitchell's Foods  
All power stations

### Victoria

#### BOC Cryocentre:

Hospitals  
Medical  
Walter and Elisa Hall  
David Bull  
Glaxo

All CSIRO Sites  
CSL (Blood products)

**BOC Altona:**  
Medical (BOC Preston)  
Safety

- Alcoa
- Electrical generation companies (ex SEC)

Environmental and Water  
Treatment:

- Australian Wool Testing
- Nestles
- Heinz
- Other PH control applications as agreed

Essential To Business

- Philip Morris
- Cargill Food
- Barter Enterprises
- Rockdale Beef

## 21 EXECUTION

Signed for and on behalf of the company:

.....  
(Signature) (Witness) .....

.....  
(Name) (Date) .....

Signed for and on behalf of the Transport Workers' Union of Australia NSW Branch

.....  
(Signature) (Witness) .....

.....  
(Name) (Date) .....



## Schedule A Wage Rates

### Toll Liquid Distribution (Sydney Metro Agreement)

#### Base Rates of Pay

<b>Single Trailer (Grade 7)</b>		<b>From 1/1/06</b>	<b>From 1/1/07</b>
Single Time Rate		\$23.3034	\$24.4686
Time and a Half		\$34.9551	\$36.7029
Double Time		\$46.6068	\$48.9372

<b>B/Double (Grade 8)</b>		<b>From 1/1/06</b>	<b>From 1/1/07</b>
Single Time Rate		\$24.1966	\$25.4063
Time and a Half		\$36.2949	\$38.1095
Double Time		\$48.3932	\$50.8126

<b>Allowances</b>		<b>From 1/1/06</b>	<b>From 1/1/07</b>
Overnight Allowance		\$33.90	\$35.60
Meal Allowance		\$13.13	\$13.79
Supervisor's Allowance		\$21.00	\$22.05

**Note:** Rate rises will take effect from the first **FULL** pay period commencing on or after the date shown.

## Schedule B

### Toll Liquid Distribution (Sydney Metro Agreement)

	Hours/Minutes	Hours/Decimal of an Hour
Award Jurisdiction	State	State
	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>
Working Days per Fortnight	9	9
Roster Pattern	Attached	Attached
RDO's Applicable	Yes	Yes
RDO Banking Allowed	No	No
If RDO is Worked	<b>Single time Overtime (7 Hours)</b>	<b>Single time Overtime (7 Hours)</b>
Base Worked Hours per Day	7:47	7.78
Pay Averaging in Place	No	No
Based Paid Hours per Day	7:47	7.78
Base Banked Hours per Day	NIL	NIL
Time & Half After	7:47	7.78
Double Time After	9:47	9.78

Meal Money After (Normal Day)	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>
Meal Money After (Saturday/Sunday/Pubic Hol)	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>
Worked RDO Double Time After	<b>7:00</b>	<b>7.00</b>
Holiday	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>
Saturday Wage Rate	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>
Sunday Wage Rate	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>	<b>Transport Industry - Petroleum &amp; Distribution (State) Award</b>
Annual Leave Per Annum/Long Service Leave	<b>140 Hours (7 Hour per Day)</b>	<b>140 Hours (7 Hour per Day)</b>
Sick Leave per Annum	<b>5 Days (7:47 Hour Day)</b>	<b>5 Days (7.78 Hour Day)</b>
Sick Leave per Annum	<b>8 Days (7:47 Hour Day)</b>	<b>8 Days (7.78 Hour Day)</b>
Work Cover	<b>7:47 per Day</b>	<b>7.78 per Day</b>





