



Toll Global Logistics (Marsden Park)  
Enterprise Agreement 2023

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# Toll Global Logistics (Marsden Park) Enterprise Agreement 2023

## 1. AGREEMENT TITLE

This Agreement shall be referred to as the Toll Global Logistics (Marsden Park) Enterprise Agreement 2023.

## 2. ENTERPRISE AGREEMENT OBJECTIVES

- 2.1. The objective of this Agreement is to facilitate a working environment at Toll which delivers on all of Toll's values and behaviours. The Toll values are fundamental to this Agreement and underpin everything Toll and Team Members do, and are the following defined values:
  - a) Customer
  - b) Teamwork
  - c) Progressive
  - d) Accountable
  - e) Integrity
- 2.2. All Team Members will undertake periodic reviews throughout their employment. This will encompass the behavioural objectives of the business and allows constructive and positive communication and feedback for Toll and its Team Members.
- 2.3. It is recognised by all parties that mutual benefits and job security will be derived through a climate of continuous improvement and the acceptance of new methodologies and technology. Toll and its Team Members will in all cases ensure compliance with current legislation and best practice. The parties to this Agreement will agree to measures to protect the health, safety and welfare of its Team Members, the public and the environment.
- 2.4. The objectives of this Agreement are to promote job security, effective workplace representatives and training for team members and will also:
  - a) Establish a set of fair and practical terms and conditions that produce a highly motivated workforce who are committed to achieving Toll's clearly defined targets and goals through highly flexible and productive workplace practices.
  - b) Refine and eliminate any inefficient work practices and facilitate continuous improvement in workplace operations and procedures.
  - c) Promote and maintain mutual trust and co-operation between Toll and its Team Members, recognise Team Members' contribution to Toll's success and encourage workplace participation.
  - d) Establish procedures which provide for workplace matters and issues to be dealt with and resolved effectively and speedily.
  - e) Develop a highly multi-skilled workforce that is committed to learning, developing and growing continuously in line with the Toll values.
  - f) Provide a workplace environment in which Team Members feel safe when performing their job, secure about their work conditions and valued as an integral part of the entire Toll Global Logistics Team.

## 3. PARTIES BOUND

- 3.1. This Agreement is binding on:
  - a) Toll Global Logistics, a registered trading division of Toll Transport Pty Ltd; and
  - b) All Toll Global Logistics Team Members whose employment is, at any time when the Agreement is in operation (subject to the classifications in clause 21 of this Agreement) working on location at 15 Hollinsworth Rd, Marsden Park, New South Wales 2765 (**the site address**).
- 3.2. Exclusion of other agreements

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This Agreement operates to the exclusion of and supersedes all other Agreements, letters or documents of undertaking relevant to the site, any validity of which is agreed by the Parties to have expired upon the commencement of this Agreement.

### 4. DEFINITIONS

**Act** means the Fair Work Act 2009 (Cth).

**Agreement** means the Toll Global Logistics (Marsden Park) Enterprise Agreement 2023.

**Casual Team Member** means a person engaged and paid on an hourly basis by Toll Global Logistics, not rostered to work on a systematic or regular basis.

**Continuous Shift Worker** means a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

**Employer** and **Company** means Toll Global Logistics, a division of Toll Transport Pty Ltd.

**FWC** and **Tribunal** means the Fair Work Commission.

**Modern Award** means the Storage Services and Wholesale Award 2020.

**NES** means the National Employment Standards as contained in Sections 59 to 131 of the Act.

**Team Member** and **Employee** means any persons directly engaged and paid by Toll Global Logistics to carry out the duties and functions as covered by this Agreement.

**Union** means the United Workers Union.

### 5. ANTI-DISCRIMINATION

The Company will ensure to the best of its ability that all Team Members are provided with an environment which is free from any discrimination and breaches of Equal Opportunity policies. The Company will train and educate all Team Members on this policy and the procedures for the handling of complaints of inappropriate behavior in the workplace.

The parties to the Agreement are committed to ensuring that its operation prevents unlawful discrimination to the best of their ability.

### 6. COVERAGE OF AGREEMENT

This Agreement applies to Toll Global Logistics warehouse staff (Team Members) who are engaged in performing the following functions, but are not limited to:

Goods receipt, put-away, picking and replenishment, assembly, sortation, VAS (valued added services), dispatch and activities supporting these functions. This Agreement does not apply to salaried management or salaried employees, employed on the site.

This Agreement covers Team Members employed only in those classifications specified in this Agreement at Clause 21 and employed at the site address. This agreement does not cover staff employed by an external provider or on a commercial external contract arrangement.

If at any time the operational need arises, any employee of Toll Global Logistics may be directed to perform any similar duties where the work may be covered by this Agreement.

### 7. PERIOD OF OPERATION

This Agreement will operate seven days after approval by the FWC and will reach its nominal expiry date on 15 September 2026.

### 8. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

- 8.1. The underpinning Award for this Agreement is the Storage Services and Wholesale Award 2020, however this Agreement sets out the whole Agreement between the parties. Any and all Federal, State and Modern Awards cease to have any operation in relation to a Toll Global Logistics Team Member when this Agreement commences.

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- 8.2. This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall prevail.
- 8.3. The following table outlines each Employment Standard and where each provision is located in this Agreement.

| <b>National Employment Standard</b>                    | <b>Clause</b> |
|--|---------------|
| 1. Maximum weekly hours                                | 23            |
| 2. Request for flexible working arrangements           | 12            |
| 3. Entitlement to unpaid Parental Leave                | 31            |
| 4. Annual Leave  | 28            |
| 5. Paid Personal/Carer's Leave and Compassionate Leave | 29            |
| 6. Community Service Leave                             | 33            |
| 7. Long Service Leave                                  | 32            |
| 8. Public Holidays                                     | 35            |
| 9. Notice of Termination and Redundancy Pay            | 41            |
| 10. Fair Work Information Statement                    | 18.2          |
| 11. Family and Domestic Violence Leave                 | 33            |

### **9. RESPONSIBILITIES OF THE COMPANY**

To maintain the integrity of this Agreement and ensure the objectives of this Agreement are achieved, the Company is committed to the following:

- a) That the Company will actively participate in the consultative procedures as outlined in this Agreement and fully take part in the process and procedures to facilitate change for increased productivity, customer service and the Toll values.
- b) That Managers at all levels observe and adhere to the spirit of this Agreement, objectives, provisions and Toll values.
- c) That necessary training in line with the Company's business and/or operational requirements will be provided to Team Members to develop and equip them in their roles and responsibilities within Toll Global Logistics.

### **10. RESPONSIBILITIES OF A TEAM MEMBER**

To maintain the integrity of this Agreement and ensure the objectives of this Agreement are achieved, Team Members are committed to the following:

- a) All Team Members will ensure they work safely at all times and are fully able to perform all the inherent duties of a Team Member without risk or harm to themselves or others.
- b) Consistently demonstrate their ability to fulfil the inherent requirements and responsibilities of their job and perform their duties. The Company will ensure that the duties to be undertaken by the Team Members are not designed to promote de-skilling.

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- c) Fully participate in training and duties which are designed to increase and/or improve multi-skilling across all different functions, accounts (contracts) and classifications. The Company will ensure that adequate training, where practicable, takes place to ensure that such a degree of multi-skilling can occur.
- d) Team Members are required to manage their leave entitlements in line with Company Guidelines and this Agreement. It is the Company's expectation that leave accrued in any one year shall be taken in the following twelve-month period, unless alternative arrangements are authorised by Senior Management.
- e) It is a requirement under this Agreement that Team Members perform work to the standards set by the Company, in order to achieve the Company objectives and Toll values. The Company will set performance standards with regard to the operational requirements on a regular basis.
- f) The performance standards will be reviewed from time to time by the Company in order to ensure that they are relevant with respect to the volume of work to be completed, the changing needs of the business and in line with Continuous Improvement (CI) objectives.
- g) Performance standards will be established and may be placed on notice boards for all Team Members information. Any concerns about the performance standards should be discussed with operational management.

### **11. TRANSFER OF WORK TO A DIFFERENT LOCATION**

Team Members covered by this Agreement may need to be mobile between different worksites, and any other locations where the Company requires them. From time to time, a Team Member may be temporarily required to work similar functions from a different location. The Company and affected Team Member(s) will meet and agree on appropriate arrangements.

Should agreement not be reached between the Company and Team Members on the temporary transfer of work at a different location, the Company has the right to nominate and instruct any Team Member to transfer to a different work location, provided that the location is fair and reasonable. In such instances, the Company will provide no less than two weeks' notice to Team Members to perform duties at the different work location.

### **12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

12.1. Toll Global Logistics and any Team Member covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the agreement if:

- a) The agreement deals with the following matters:
  - i arrangements for when work is performed, such as working hours;
  - ii overtime rates;
  - iii penalty rates;
  - iv allowances; and
- b) leave loading; the arrangement meets the genuine needs of Toll Global Logistics and the Team Member in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by Toll Global Logistics and the Team Member.

12.2. Toll Global Logistics must ensure that the terms of the IFA:

- a) Are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Team Member being better off overall than the employee would be if no arrangement was made.

12.3. Toll Global Logistics must ensure that the IFA:

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- a) Is in writing; and
  - b) includes the name of Toll Global Logistics and the Team Member; and
  - c) is signed by Toll Global Logistics and the Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member; and
  - d) includes details of:
    - i. The terms of the Enterprise Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 12.4. Toll Global Logistics must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.5. Toll Global Logistics or the Team Member may terminate the IFA:
- i. By giving no more than 28 days written notice to the other party to the arrangement; or
  - ii. if Toll Global Logistics and the Team Member agree in writing, at any time.

### **13. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

#### 13.1. Employer's duty to notify

The Employer's duty to notify and consult arises;

- a) Where the Employer has made a definite decision to introduce a major change in production, program, organisation, structure or technology in relation to its enterprise and the change is likely to have significant effects on employees; or
- b) A change proposes to introduce a change to the regular or ordinary hours of work or the roster of an employee/s.

The Employer shall notify the employee(s) that may be affected by the proposed changes, this may also include notifying the union should the employee wish to be represented by a union or employee representative.

- c) Significant effects include redundancy, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 13.2. Employer's duty to discuss change

- a) The Employer shall discuss with the employees, or a representative of their choice which may include a union, the introduction of the changes referred to in clause 13.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.
- b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 13.1.
- c) For the purposes of such discussion, the Employer shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes

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proposed; the expected effects of the changes on employees and any other matters likely to affect employees. The Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

- d) When discussions are in relation to proposed roster changes pursuant to clause 13.1(b), the affected employee shall be invited to give their views about the impact of the change including the impact on their family or carer's responsibilities.

### **14. OPERATIONAL EFFICIENCY**

The Company reserves the right to introduce new technology, systems, processes and programs including but not limited to robotics/automation, new machinery, new equipment, warehousing software or computer systems which can contribute to increasing the operational productivity, efficiency and/or effectiveness of the business. Where required both operationally and commercially, any function within the warehouse may be outsourced.

Upon the introduction of such changes, the Company will provide appropriate training for the Team Members affected. All Team Members will participate in training programs as directed by the Company.

### **15. DISPUTES RESOLUTION PROCEDURE**

Disputes over matters arising from this Agreement or the NES must be dealt with according to the following procedure:

15.1. The matter must first be submitted by the Team Member(s) via the following process:

- a) The matter will be first discussed between the aggrieved Team Member and their direct manager.
- b) If the matter is not resolved, it will then be discussed between the Team Member and the next level Manager. The Team Member may choose to have representation present with them during these discussions.
- c) If the matter is not yet resolved, it will then be discussed between a more senior representative for the Company and if requested by the Team Member, their representative.

15.2. In order to facilitate this dispute resolution procedure:

- a) The Team Member(s) with the dispute must notify the Company as soon as they are aware there is an issue or problem.
- b) Throughout all stages of the procedure, that all relevant facts must be clearly identified and recorded by the parties involved.
- c) Sensible time limits must be allowed for the completion of the various stages of discussion. These time limits are to be agreed to by the parties at each stage.
- d) The parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.
- e) Either party or their chosen representation may, if the dispute still exists after all of the above agreed steps for resolving the dispute have been taken, refer the matter to the FWC for resolution by mediation or conciliation.
- f) If the dispute is not resolved following conciliation, the matter may be referred to the FWC for arbitration. The Tribunal shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The outcome from arbitration shall be accepted by all parties as a binding decision, subject to any rights of appeal.
- g) Work shall continue without interruption while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- h) Nothing in this clause prevents the Company from directing an employee to attend meeting(s)



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related to a matter subject to this clause, at a nominated time and location.

### **16. DISCIPLINARY PROCEDURES**

#### 16.1. Summary Dismissal

The following list outlines but does not limit, the types of action by a Team Member which will result in summary dismissal:

- a) Jeopardising the interests of the Company whilst on or off site. This may include theft, assault, alcohol or drug abuse or assisting any person(s) in their actions to jeopardise the interests of the Company;
- b) fraudulent, dishonest or illegal activity, including assisting any person(s) in their fraudulent, dishonest or illegal activity;
- c) action which impairs or seriously risks impairment of the reputation, dignity or welfare of the Company, its Customer(s) and/or its Team Members;
- d) any serious act that violates site standing rules and policies, OH&S practices, rules and principles; and
- e) refusing or failing to follow any reasonable management instruction.

#### 16.2. Disciplinary Procedure

Where a Team Member has committed an offence that does not justify summary dismissal or is failing to meet performance standards, the following procedure will be followed:

##### a) First offence

Where an offence for conduct or performance occurs, a verbal warning may be given. The warning is to be recorded by the issuer stating date and time of the warning and nature of the violation. The issuer must state to the Team Member during the counsel that "this is a verbal warning" or words to that effect.

##### b) Second offence

Where a second offence occurs, a written warning may be issued. When the warning is issued, the Team Member retains the right to have a nominated support person present (as a witness) at the counselling session at the time appointed by the Company. The Team Member along with the issuer and support person will sign the written warning to acknowledge that the warning has been given. Signing the warning does not deem agreement or disagreement by the Team Member - it merely acknowledges that the Team Member has been made aware of the disciplinary action. The Team Member has the right to request a copy of the warning to retain as a record. The Team Member cannot refuse to sign the relevant documentation unless they do not understand the content of the counselling.

##### c) Third offence

Where a third offence occurs, either being for performance or conduct, the Team Member may be summarily terminated or suspended with pay leading to termination where deemed necessary.

The intention of suspending a Team Member is to allow the Company to duly deliver the most appropriate disciplinary action in consideration of all the facts related to the offences that have led to the circumstance. If termination results, the provisions in clause 41 shall apply.

##### d) The Company retains the right to direct the attendance of an employee subject to this procedure at a nominated time and location.

### **17. MULTI-SKILLING**

Toll Global Logistics and its Team Members recognise the importance of achieving and maintaining a highly multi-skilled workforce. The Parties are committed to a program of continuous skill enhancement. The Company may

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provide Team Members the opportunity to be trained and developed in other areas outside of the Agreement classifications.

### **18. PROBATIONARY PERIOD & RELATED MATTERS**

#### 18.1. Employment Probation Period

All Team Members are employed subject to a six-month probationary period, where either the Company or Team Member may terminate the employment with one week's notice. The Company may decide to pay the Team Member this notice in lieu.

#### 18.2. Fair Work Statement

Upon the commencement of employment, the Company will provide all new Team Members with a Fair Work Statement developed by the Fair Work Ombudsman. Delivery of this document may be, but not limited to delivery in person, sent to the Team Member's mailing address or via email.

### **19. EMPLOYMENT CATEGORIES**

#### 19.1. Permanent Full-Time Team Member

A Toll Global Logistics Permanent Full-Time Team Member is engaged on a weekly basis to work 152 hours over a four (4) week cycle.

#### 19.2. Permanent Part-Time Team Member

A Toll Global Logistics Permanent Part-Time Team Member is engaged on a weekly basis and works an agreed minimum number of hours of less than 152 hours over a four (4) week cycle. Permanent Part Time Team Members may have their ordinary hours rostered over a four (4) week cycle, in accordance with a regular pattern.

- a) The Company may employ Permanent Part-Time Team Members in any classification in this Agreement. A Permanent Part-Time Team Member is a Team Member who:
  - i. Works less than 38 hours per week; and
  - ii. Works a minimum of 24 hours a week rostered over at least 4 days; and
  - iii. Has reasonably predictable hours of work.
- b) A permanent Part-Time Team Member will receive, on a pro-rata basis, equivalent pay and conditions to Permanent Full-Time Team Members who do the same type of work.
- c) Permanent Part-Time Team Members may work additional hours in excess of the agreed minimum. Any such additional hours will be paid at the applicable overtime rate. Overtime payments are outlined at clause 25 of this agreement.
- d) Contributions will be made by the Company, on behalf of the Team Member, in accordance with the Superannuation Guarantee levy in relation to ordinary time earnings.
- e) In the event that the extra work is no longer required, the Company will give a minimum two (2) hour notice prior to the commencement of the shift to cancel this work.
- f) A Permanent Full-Time Team Member will be permitted to convert to Permanent Part-Time employment by agreement in writing with the Company and if a position is available. A Permanent Part-Time Team Member may transfer back to Permanent Full-Time employment by agreement with the Company, subject to a suitable Permanent Full-Time role being available, and such transfers must be recorded in writing. In such circumstances, employment will be deemed to be continuous for annual leave, Long Service Leave and Personal Leave purposes. Unless agreed by the Company a Team Member shall not change their employment status under this clause more than once in a calendar year.
- g) Where a Public Holiday falls on a rostered work day, a Permanent Part-Time Team Member will be paid double time and a half for all hours worked.
- h) Where a Public Holiday falls on a rostered work day, and the Company has made the decision to

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close for the day, a Permanent Part-Time Team Member will receive the base rate for the hours rostered.

- i) No payment will be due where a Public Holiday falls on day on which the Permanent Part-Time Team Member is not rostered for work.
- j) A Part-Time Team Member who works additional hours to the agreed minimum hours shall be paid no less for the work performed in the week, than what they would have earned if they were paid based on the terms of the Storage Services and Wholesale Award 2020.

19.3. Casual Team Member

- a) A Casual Team Member is employed by Toll Global Logistics (and not by an external organisation, including a Labour Hire Agency) by the hour.
- b) A Casual Team Member's wage is outlined at sub-clause 20.1.2 of this Agreement.
- c) A 25% casual loading will be paid calculated on the ordinary rate of pay. The casual loading does not form part of the all-purpose rate.
- d) A casual Team Member will be paid a minimum of 4 hours. If engaged for more than four hours, this may be varied at the time and a minimum of four hours will be paid.

19.4. Agency Casual

The Employer agrees that work performed by Agency Casuals who are not directly employed by the Employer and that would otherwise be covered by this Agreement will only be accepted by the Employer if those persons who perform the work receive the same rates of pay and conditions as casual employees covered by this Agreement.

This does not inhibit nor is relevant to the Company's right to outsource any function that is to be performed under a commercial contractor arrangement with an external provider.

19.5. Permanent roles

It is the aim of the company to retain a stable workforce and be able to provide permanent roles for Team Members and meet the operational and commercial requirements of the customer. To achieve this, the Company must have a minimum permanent workforce and a flexible and trained casual workforce.

**20. WAGES**

Team Members' hourly rates of pay are outlined below. The Agreement provides for further wage and allowance increases in each year of the Agreement. These increases will take effect on or after the First Full Pay Period from the dates below as follows:

**Wages - Hourly Rates of Pay**

- a) Permanent Team Members' (Full-time and Part-time Team Members) Base Hourly Rates

| Classification        | FFPP after 15 September 2023                           | FFPP after 15 September 2024 | FFPP after 15 September 2025 |
|-----------------------|--|------------------------------|------------------------------|
| Team Member Level 1   | \$ 28.22   | \$ 29.14                     | \$ 30.01                     |
| Team Member Level 2** | \$ 29.54   | \$ 30.50                     | \$ 31.42                     |
| Team Leader           | Team Member Level 2 + Allowance (refer to clause 22.1) |                              |                              |

\*\* The Team Member Level 2 rate will be effective from the First Full Pay Period after approval of the agreement. As the MHE allowance has now been incorporated into the base rate for Team Member Level 2 and Team Leaders, any backpay will be offset by the previous MHE allowance paid to applicable employees.

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b) Casual Team Members Rates of Pay

| Classification                                   | FFPP after 15 September 2023 | FFPP after 15 September 2024 | FFPP after 15 September 2025 |
|--|------------------------------|------------------------------|------------------------------|
| Casual Team Member                               | \$ 26.34                     | \$ 27.20                     | \$ 28.02                     |
| Casual Team Member Loaded rate (not all purpose) | \$ 32.93                     | \$ 34.00                     | \$ 35.02                     |

20.1. Payment of Wages

Payment of wages shall be made by Electronic Funds Transfer (EFT) to an account or accounts nominated by the Team Member. A Team Member may nominate payment of wages into a single account or part payment into a maximum of two accounts.

In the event of circumstances within the Company's control preventing the payment of wages in accordance with this sub-clause, the Company will inform Team Members as soon as possible and begin negotiations to provide assistance to any Team Member adversely affected by the delay in transfer of the funds.

**21. CLASSIFICATION STRUCTURE**

All Team Members have been employed on the basis, and with an ongoing expectation by the Company, that they are able to consistently perform the inherent requirements of their job.

This clause provides an overview of the duties and responsibilities expected of a competent Team Member based on their classification.

All Team Members will perform additional functions and tasks as required by the Company where training has been provided, that the Team Member is assessed as competent to perform the function safely.

21.1. Team Member Level 1

a) Points of entry

- i. Successful completion of appropriate training/induction course.
- ii. Registration as appropriate for the operation of required machinery (will be non-licensed MHE)
- iii. Must be able to fulfil all the inherent duties and requirements of the job.

b) Responsibilities

- i. Responsible for the quality of their own work subject to detailed direction.
- ii. Works in a team environment and/or under routine supervision.
- iii. Undertakes duties in a safe and responsible manner.
- iv. Proven and demonstrated skills at the level required of this grade to the satisfaction of the Company.
- v. Demonstrates successfully Toll values and behaviours.

c) Skills and Duties

- i. Understands and is responsible for quality control standards and requirements.
- ii. Possesses basic interpersonal, written and oral communication skills, and is able to work from complex instructions and procedures.
- iii. Sound working knowledge of all warehousing/stores duties including:
  - Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.

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- Put stock away in required reserve storage locations or pick face locations.
  - Licensed and/or unlicensed operation of all appropriate materials handling equipment. Preparation and receipt of appropriate documentation including liaison with suppliers. Allocating and retrieving goods from specific warehouse areas.
  - Use of Warehouse Management System and related computer equipment. Competent keyboard, scanner and voice pick skills.
  - Picking and/or sortation of goods utilising equipment such as, but not limited to pick by
    - light, voice or RF equipment.
    - Periodic housekeeping and stock checks.
    - Use of tools and equipment within the warehouse (basic non-trades maintenance).
- iv. Able to coordinate work in a team environment under limited supervision.
- v. Development and refinement of a warehouse layout.
- vi. Will be responsible for the proper application and maintenance of appropriate Occupational Health and Safety and HACCP standards.
- vii. Basic V.D.U. operation.

### 21.2. Team Member Level 2

#### a) Points of entry

- iv. Successful completion of appropriate training/induction course.
- v. Registration as appropriate for the operation of required machinery (will be licensed MHE)
- vi. Must be able to fulfil all the inherent duties and requirements of the job.

#### b) Responsibilities

- vi. Responsible for the quality of their own work subject to detailed direction.
- vii. Works in a team environment and/or under routine supervision.
- viii. Undertakes duties in a safe and responsible manner.
- ix. Proven and demonstrated skills at the level required of this grade to the satisfaction of the Company.
- x. Demonstrates successfully Toll values and behaviours.

#### c) Skills and Duties

- viii. Understands and is responsible for quality control standards and requirements.
- ix. Possesses basic interpersonal, written and oral communication skills, and is able to work from complex instructions and procedures.
- x. Sound working knowledge of all warehousing/stores duties including:
  - Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
  - Put stock away in required reserve storage locations or pick face locations.
  - Licensed and/or unlicensed operation of all appropriate materials handling equipment. Preparation and receipt of appropriate documentation including liaison with suppliers. Allocating and retrieving goods from specific warehouse areas.

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- Use of Warehouse Management System and related computer equipment. Competent keyboard, scanner and voice pick skills.
- Picking and/or sortation of goods utilising equipment such as, but not limited to pick by
  - light, voice or RF equipment.
  - Periodic housekeeping and stock checks.
  - Use of tools and equipment within the warehouse (basic non-trades maintenance).
- xi. Able to coordinate work in a team environment under limited supervision.
- xii. Development and refinement of a warehouse layout.
- xiii. Will be responsible for the proper application and maintenance of appropriate Occupational Health and Safety and HACCP standards.
- xiv. Basic V.D.U. operation.

### 21.3. Team Leader

#### a) Points of Entry

- i. Successfully perform all the inherent duties and tasks of a Team Member.
- ii. Proven and demonstrated skills to the level required of this grade as detailed in 21.2.
- iii. Written confirmation of Team Leader role requirements by management.

#### b) Responsibility

A Team Leader must be competent to perform the following tasks:

- i. Liaise with management, suppliers and customers with respect to warehousing operations.
- ii. Detailing and coordinating activities of Team Members. Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movements, dispatches, etc.
- iii. Directly responsible for an operational area.
- iv. Ability to communicate professionally and respectfully at all times.
- v. Ability to lead and demonstrate understanding of workplace rules and procedures.
- vi. Able to demonstrate and lead successfully through Toll values and behaviours.

#### c) Skills/duties

- i. Sound working knowledge of all warehousing/stores duties performed by a Team Member.
- ii. Is performing work requiring responsibility for the supervision, conduct and work of other Team Members, as directed by management.
- iii. Effectively supervise and provide direction and guidance to other Team Members including the ability to assist in the provision of the on the job training and induction.

## **22. ALLOWANCES**

Allowances available within this Agreement are outlined within this clause and will increase in line with wage increases as specified at clause 20.1.

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| Allowance Type                  | FFPP after 15 September 2023 | FFPP after 15 September 2024 | FFPP after 15 September 2025 |
|---------------------------------|------------------------------|------------------------------|------------------------------|
| Meal Allowance (per occurrence) | \$ 18.98                     | \$ 19.60                     | \$ 20.19                     |
| First Aid Allowance (per week)  | \$ 16.17                     | \$ 16.70                     | \$ 17.20                     |
| Team Leader Allowance (weekly)  | \$133.06                     | \$ 137.39                    | \$ 141.51                    |

22.1. Team Leader Allowance

Any person formally asked to perform a Team Leader role for one full week and then any weeks or part thereof will be paid the Team Leader allowance for the total number of weeks worked in that role.

This allowance does not apply to Team Members being trained to work a higher classification who have not yet been assessed as competent at the higher classification. For the avoidance of doubt the Team Leader allowance is not payable in the event of non-attendance at work (e.g. whilst on annual or personal leave). In the event that a Team Leader appointment is required for operational reasons for a defined period of less than one week (e.g. a single weekend shift) then the allowance may be paid on a pro-rata / daily basis. All Team Leader appointments shall be made in writing by Management.

22.2. Meal Allowance

Where a Team Member has not been provided with either 2 hours' notice prior to commencement of their shift or notice during the previous shift of the requirement to work overtime at the end of their rostered shift, a Team Member will be entitled, at the discretion of the company, to either the payment of a meal allowance when required to work more than two hours of overtime or to a meal provided by the Company. Overtime that is worked prior to the commencement of the shift will not receive meal allowance.

22.3. First Aid Allowance

A Team Member who has been trained to provide First Aid and is the current holder of appropriate First Aid qualifications such as a certificate from the St Johns Ambulance or similar body and is appointed by the Company to act as First Aid Attendant will be paid the weekly First Aid allowance.

**23. HOURS OF WORK**

23.1. Ordinary Hours of Work

The ordinary hours of work, exclusive of mealtimes, shall be an average of 38 hours per week and shall be worked on one of the following bases:

- 38 hours within a work cycle not exceeding 7 consecutive days; or
- 76 hours within a work cycle not exceeding 14 consecutive days; or
- 114 hours within a work cycle not exceeding 21 consecutive days; or
- 152 hours within a work cycle not exceeding 28 consecutive days.

The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Sunday inclusive.

23.2. Ordinary hours to average 38 per week

Ordinary hours of work shall be an average of 38 per week. The Company will not be required to make payment any time whereby a Team Member is unable to fulfil the inherent requirements of their role due to a personal injury, condition or illness that may cause risk or harm to their safety or that of others.

23.3. Implementation of 38-hour week

The 38-hour week will be implemented by having a 38-hour spread over 4 or 6 working days with a maximum of 10 hours and a minimum of 4 hours worked on any given day. For the avoidance of doubt the 6-day week is for

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Permanent part time arrangements only. A full-time person will be rostered with two days breaking a 7 day cycle.

The method of implementation of the 38-hour week may be any one of the following:

- By Team Members working less than ten ordinary hours each day; or
- By Team Members working less than ten hours on one or more days each week; or
- By fixing one weekday on which all Team Members will be off during a particular work cycle; or
- By rostering Team Members off on various days of the week during a particular work cycle so that each Team Member has one week day off during that cycle.

### 23.4. Method of implementation of 38-hour week at discretion of the Company

The method of implementation of the 38-hour week shall be at the discretion of the Company who shall nominate which method of implementation will be used. The Company shall not subsequently alter the method of implementation without advising the Team Members subject to the alteration at least seven days in advance of the date on which the altered method of implementation is to take effect.

### 23.5. Different methods of implementation of the 38-hour week may apply

Different methods of implementation of a 38-hour week may apply to various groups or sections of Team Members of the Company.

### 23.6. Span of hours

The ordinary hours or work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the Company between 5.00 a.m. and 7.00 p.m.

## **24. BREAKS**

### 24.1. Rest Breaks

Team Members will receive one 15-minute paid rest break (away from their workstation) if they are rostered to work a shift that is more than 4 hours in duration. This break will be taken at a time determined by the Company.

### 24.2. Meal Break

Team Members will receive a 30-minute unpaid meal break (away from their workstation) if they are rostered to work a shift that is at least 6 hours in duration. The meal break will be taken at the time as set by the Company.

## **25. OVERTIME**

### 25.1. Payment for Overtime

All time worked:

- a) in excess of 38 hours in any weekly rostered working cycle;
- b) in excess of rostered 10 hours in any one day;
- c) in excess of the daily rostered hours for permanent full-time and part-time employees;

will be paid at the rate of time and a half for the first two hours and double time thereafter on the base rate.

Each day of overtime stands alone.

It is the responsibility of both the employer and the employee to ensure fatigue management is respected and there is 10 hours between every shift.

## **26. WEEKEND WORK**

### 26.1. Saturday work

All hours worked on a rostered working Saturday will be paid at time and a half of the base rate. Casual loading and



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shift penalties shall apply in addition and where applicable.

### 26.2. Sunday work

All hours worked on a Sunday will be paid at a rate of double time of the base rate. Casual loading and shift penalties shall apply in addition and where applicable.

## **27. AFTERNOON AND NIGHT HOURS**

### 27.1. Requirement to work afternoon and night hours

Team Members may be required to work shifts as defined in this Agreement, in accordance with the provisions of this clause.

### 27.2. Afternoon and Night shift hours - definition

**Afternoon shift** is any shift which finishes after 7 pm and before midnight.

**Night shift** is any shift which finishes after mid night and before 7.30 am.

For clarity, a 'shift' as defined under this agreement does not define a worker as a 'shift worker' for the purposes of the annual leave provisions of the NES.

### 27.3. Afternoon and night penalty rates

- a) A 15% afternoon loading will be paid on the Team Member's base rate when working afternoon shift.
- b) A 30% night loading will be paid on the Team Member's base rate when working night shift.

### 27.4. Setting and alteration of work roster

Where operational needs require the Company to alter a Team Member's roster, the Company will provide the affected Team Member with no less than 24-hour notice. Such alterations will not be more than 2 hours from the Team Member's original starting or finishing time, unless agreed by the Team Member.

Where the Company requires a Team Member to change shifts (e.g. move from day hours to afternoon hours) the Company will provide the Team Member with no less than seven calendar days' notice.

## **28. ANNUAL LEAVE**

### 28.1. Entitlement

For each year of worked service with the Company, a Team Member (other than a casual Team Member) will accrue up to four weeks paid annual leave (pro-rata for Permanent Part-Time Team Members).

In the event that continuous seven-day shift work as defined in the relevant Modern Award is introduced on the site, an additional week of annual leave will apply in line with the provisions of the NES.

### 28.2. Accrual of Annual Leave

A Team Member's entitlement to paid annual leave accrues progressively during a year of service according to the Team Member's ordinary hours of work and accumulates from year to year.

### 28.3. Taking of Annual Leave

A Team Member must apply to take annual leave in accordance with the leave application procedures and the Site's Annual Leave Guidelines. The period of annual leave to be taken will be agreed between the Team Member and the Company. The Company will not reasonably refuse to agree to a request by a Team Member to take paid annual leave. For annual leave to be used, it must be approved prior to the absence in the workplace.

Annual leave must not be carried over into subsequent years of employment without prior approval of Management. The Company may direct any employee with more than 4 weeks annual leave accrual to take a period of leave by providing at least 4 weeks' notice in writing.

### 28.4. Restricted Leave Periods

Due to operational peak period demands, Team Members' access to annual leave may be restricted throughout a

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number of periods during the year. The Company will notify Team Members of such dates as soon as practicable. The Company will also notify Team Members of any changes and/or when additional peak periods may apply.

### 28.5. Annual Leave Loading

During periods of annual leave and for all periods of annual leave accrued after the operation of this Agreement, Team Members will be paid the greater of:

- i. A loading of 17.5% calculated on the base hourly rate; or
- ii. The weekend penalty rate payments the Team Member would have received in respect of ordinary hours of work had the Team Member not been on leave during the relevant period; or •
- iii. In the case of a shift worker, the shift penalty rate the Team Member would have received in respect of ordinary hours of work had the Team Member not been on leave during the relevant period.
- iv. For clarification, any annual leave accrued prior to the operation of this Agreement will not attract annual leave loading, regardless of when it is taken.

### 28.6. Payment for Annual Leave

Annual leave will be paid at the Team Member's base rate and does not include allowances. Annual leave will be paid progressively to the Team Member as part of their normal pay cycle.

When a Team Member ends their employment at the Company, and the Team Member has a period of untaken annual leave, this amount will be paid to the Team Member in accordance with the Act.

### 28.7. Cashing out annual leave

Toll and an employee may agree that the employee can cash out a period of annual leave provided that:

- a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

## **29. PERSONAL AND CARER'S LEAVE**

### 29.1. Leave Entitlement

- a) Personal leave is leave taken because a Team Member is not fit for work because of a personal illness or injury (sick leave) or to provide care or support to a member of the Team Member's immediate family who requires care or support because of a personal illness or injury affecting that member (Carer's Leave).
- b) A Permanent Full-Time Team Member will receive 10 days Personal/Carer's Leave per year, to accrue on a pro-rata basis. A Permanent Part-Time Team Member will accrue this leave on a pro-rata basis. Personal/ Carer's Leave will accumulate from year to year.
- c) Personal leave taken and approved shall be deducted from the Permanent Team Member's accrued entitlement and paid at the Team Member's ordinary base rate.

### 29.2. Definition of immediate family

The definition an immediate family member is defined as the following persons to the Team Member:

- a) Spouse or former spouse
- b) De facto partner or former de facto partner
- c) Child

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- d) Parent
- e) Grandparent
- f) Grandchild
- g) Sibling, or
- h) Child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

### 29.3. Notice and evidence requirements

A Team Member must provide a medical certificate from a registered medical practitioner (either for the Team Member or the member of their immediate family or household for whom they were required to provide care) for each occasion personal leave is taken.

Where the Team Member can demonstrate in writing the reason(s) why it was not reasonably practical to obtain a medical certificate, a properly completed Statutory Declaration may be accepted as satisfactory evidence. For the avoidance of doubt, a properly completed Statutory Declaration must state reason(s) for the absence and why a medical certificate was not/could not be provided.

## **30. COMPASSIONATE LEAVE**

### 30.1. Entitlement

A Team Member (except a Casual Team Member) is entitled to up to two days paid Compassionate Leave on each occasion a member of their immediate family dies or suffers a serious illness or injury which threatens their life. A Toll Casual Team Member is entitled to up to two days unpaid Compassionate Leave in the same circumstances.

### 30.2. Definition of Immediate family

As per clause 29.2 of this Agreement.

### 30.3. Evidence requirements

A Team Member must provide evidence to the reasonable satisfaction of Management, where requested to demonstrate the cause for compassionate leave.

Where the Team Member can demonstrate that it was not reasonably practical to obtain a medical certificate (issued by a hospital or medical practitioner), a death certificate or funeral notice, a properly completed Statutory Declaration may be accepted as satisfactory evidence.

## **31. PARENTAL LEAVE**

Parental Leave and related entitlements will be in accordance with Division 5 - Sections 67 to 85 of the Act.

## **32. LONG SERVICE LEAVE**

Long Service Leave will be in accordance with the appropriate legislation in New South Wales.

## **33. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Team members will be entitled to Family and Domestic Violence Leave in accordance with the NES.

## **34. COMMUNITY SERVICE LEAVE**

Community Service Leave provisions of this Agreement are as per the NES.

## **35. PUBLIC HOLIDAYS**

### 35.1. Prescribed Public Holidays

- a) The following days are public holidays: New Year's Day; Australia Day; Good Friday; Easter Monday; ANZAC Day; Sovereign's birthday; Labour Day, Christmas Day and Boxing Day.

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- b) All Permanent Full-Time and Permanent Part-Time Team Members whose working roster includes Good Friday and/or Christmas Day will be paid the amount equivalent to the hours they were rostered to work.
- c) Subject to the NES, the following Public holidays may need to be worked as part of the Team Member's rostered hours of work: New Year's Day; Australia Day; Good Friday; Easter Monday; ANZAC Day; Sovereign's birthday; Labour Day, Christmas Day and Boxing Day.

### 35.2. Additional public holidays

Where in the State of New South Wales, an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State Government, the proclaimed or gazetted holiday will be observed as a Public Holiday as defined in sub-clause 35.1.

### 35.3. Substitution of public holidays

By Agreement between the Company and Team Members and in accordance with the Act, other days may be substituted for a public holiday to allow for the efficient operation of the Company's undertaking.

### 35.4. Public holidays - penalty rates

- a) Double time and a half of the base rate shall be the rate for all hours worked with a minimum payment for four hours on public holidays.
- b) Where a Team Member works a shift that crosses from or into a public holiday, public holiday rates will be paid only for the hours worked on that public holiday.
- c) Where a Team Member is rostered to work a shift that crosses into a public holiday (e.g. 10.00 pm - 6:00am shift) and requests to not work on the public holiday, the Team Member will be paid the base rate for the entire shift.

## **36. MEDICAL EXAMINATIONS AND POLICE CHECKS**

A satisfactory medical report confirming the ability to fulfil all of the inherent requirements of the Team Member position without risk or harm to the Team Member or others by an appointed medical practitioner and a satisfactory police check will be a condition of service for all new staff. This should take place before employment is offered. It is considered unsatisfactory to fail the drug and alcohol test that also forms part of the medical examination.

## **37. PROTECTIVE CLOTHING AND FOOTWEAR**

### 37.1. Requirement to wear uniform

Members of staff will be issued with a Company uniform. This is in keeping with the Company's professional image and uniforms will be required to be worn at all times when on the Company's business and maintained in good and smart order.

Failure to wear protective clothing including protective footwear and uniform in line with the Workplace Guidelines will be considered as a disciplinary matter and any such failure may result in disciplinary action.

## **38. ABANDONMENT OF EMPLOYMENT**

The absence of a Team Member from work for a continuous period exceeding three consecutive rostered days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Team Member has abandoned his/her employment.

If within a period of fourteen days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, a Team Member has not established to the satisfaction of his/her Company that he/she was absent for reasonable cause, he/she may be deemed to have abandoned his/her employment.

Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

## **39. STAND DOWN PROCEDURE**

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The Company may deduct payment for any part of a day during which a Team Member cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Company cannot reasonably be held responsible. This does not break the continuity of employment of the Team Member for the purpose of any entitlements. The Company shall give a minimum of twenty-four (24) hours' notice of its intention to stand-down Team Members in these circumstances. This clause does not reflect the Stand Down Procedure in relation to investigations or disciplinary action.

### **40. REDUNDANCY ARRANGEMENTS**

#### 40.1. Entitlement to a Redundancy

A Team Member is entitled to be paid redundancy pay by the Company if the Team Member's employment is terminated:

- a) at the Company's initiative because the Company no longer requires the job done by the Team Member, except where this is due to the ordinary and customary turnover of labour; or
- b) due to the insolvency or bankruptcy of the Company.

#### 40.2. Exclusions to the entitlement of a Redundancy

The Company is not required to pay a Team Member a redundancy if any one or more of the following conditions are met:

- a) The Team Member is a casual Team Member; or
- b) The Team Member is a trainee or apprentice; or
- c) The Team Member is employed for a specified period of time for a specified task, or for the duration of a specified season (e.g. fixed-term Team Members); or
- d) The Team Member has not completed 12 months continuous service at the time notice of termination was provided; or
- e) The Team Member was terminated because of serious or gross misconduct; or
- f) If the Company obtains suitable alternative employment for the Team Member in accordance with the Act.

#### 40.3. Company to hold discussions

- a) Where the Company has made a definite decision that the Company no longer wishes the job the Team Member has been performing by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the Team Members directly affected and/or representation chosen by the Team Member(s) which may include the union.
- b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of clause 40.1 and shall cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Team Members concerned.
- c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the Team Members concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Team Members likely to be affected, and the number of Team Members normally employed and the period over which the terminations are likely to be carried out. The Company shall not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interest.

#### 40.4. Transfer to lower paid duties

Where a Team Member is transferred to lower paid duties for reasons set out in clause 40.1 the Team Members shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated. The Company at its discretion may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

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40.5. Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 41.1, a Team Member whose employment is terminated for reasons set out in clause 40.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| Period of continuous service   | Severance pay |
|--------------------------------|---------------|
| Less than 1 year               | Nil           |
| 1 year and less than 2 years   | 4 weeks' pay  |
| 2 years and less than 3 years  | 6 weeks' pay  |
| 3 years and less than 4 years  | 7 weeks' pay  |
| 4 years and less than 5 years  | 8 weeks' pay  |
| 5 years and less than 6 years  | 10 weeks' pay |
| 6 years and less than 7 years  | 11 weeks' pay |
| 7 years and less than 8 years  | 13 weeks' pay |
| 8 years and less than 9 years  | 14 weeks' pay |
| 9 years and less than 10 years | 16 weeks' pay |
| 10 years and over              | 12 weeks' pay |

- a) A Week's pay means the ordinary time rate of pay for the Team Member concerned.
- b) Permanent Part -Time staff shall be paid based on their contract of ordinary hours. Permanent Full-Time Team Members who, at the time of being made redundant, are temporarily engaged on a Permanent Part-Time basis shall be paid out as a Permanent Full- Time Team Member.

40.6. Team Member leaving during notice

A Team Member whose employment is terminated for reasons set out in clause 40.1 may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Company until the expiry of such notice. In such circumstances the Team Member shall not be entitled to payment in lieu of notice and the payment will be calculated based on the new termination date.

40.7. Time off during notice period

- a) During the period of notice of termination given by the Company a Team Member shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) The Team Member shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

40.8. Notice to Commonwealth Employment Service (Centrelink)

Where a decision has been made to terminate Team Members in the circumstances outlined in clause 40.1, the Company shall notify the Commonwealth Employment Service (Centrelink) thereof as soon as possible giving relevant information including the number and categories of the Team Members likely to be affected and the period over which the terminations are intended to be carried out.

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40.9. Transfer of business

a) Where a business is, before or after the date of this Agreement, transferred from the Company (in this clause called the transferor) to another Company (in this clause called the transferee) and an Employee who at the time of such transfer was an Employee of the transferor in that business becomes an Employee of the transferee:

- The continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transfer; and
- the period of employment which the Employee has had with the transferor or any prior transferor shall be deemed to be service of the Employee with the transferee; and
- no severance payment shall be made by the transferor.

b) In this clause:

- Business includes all and any part of the Company's business; and
- transfer includes transfer, conveyance, assignment or succession whether by Agreement or by operation of law; and
- transferred has a corresponding meaning.

An employee is not entitled to redundancy pay where there is a transfer of business from the Employer (the old employer) to another employer (the new employer) in any of the following circumstances:

- Where the transferring employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer and any prior transferor to be continuous service with the new employer; or

Where the employee rejects an offer of employment with the new employer that:

- Is on terms and conditions (including redundancy entitlements) substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the old employer immediately before the termination; and
- recognises the employee's service with the old employer and any prior transferor to be continuous service with the new employer for all purposes; and
- would have been a transfer of employment in relation to the employee had the employee accepted the offer.

c) The FWC may vary this sub-clause if it is satisfied that this provision would operate unfairly in a particular case.

d) In this clause, transfer of business, old employer and new employer are defined in accordance with s.311 of the Act.

e) Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks and who are terminated at the end of this specific period or task.

**41. TERMINATION OF EMPLOYMENT**

41.1. In order to terminate the employment of a Team Member the Company shall give the Team Member the following notice:

|                              |                  |
|------------------------------|------------------|
| Period of continuous service | Period of notice |
|------------------------------|------------------|

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|   |         |
|---|---------|
| 1 year or less                              | 1 week  |
| 1 year and up to the completion of 3 years  | 2 weeks |
| 3 years and until the completion of 5 years | 3 weeks |
| 5 years and over                            | 4 weeks |

- 41.2. Team Members over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional weeks' notice.
- 41.3. Payment in lieu of the notice shall be made if the appropriate notice period is not given by the Company. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 41.4. In calculating any payment in lieu of notice the wages a Team Member would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- 41.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justified summary dismissal, where the Team Member is a casual or a Team Member that is engaged for a specific period of time or for a specific task or tasks.
- 41.6. For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by the Annual Leave clause.
- 41.7. Notice of termination by the Team Member
  - a) The notice of termination required to be given by a Team Member shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the Team Member concerned.

41.8. Statement of employment

The Company will, upon receipt of a request from a Team Member whose employment has been terminated, provide to the Team Member a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Team Member.

41.9. Summary dismissal

The Company has the right to dismiss any Team Member without notice for conduct that justifies instant dismissal, including but not limited to theft, fraud, assault or threat of violence, serious misconduct, malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

**42. SUPERANNUATION**

42.1. Definitions

|                        |   |
|------------------------|---|
| Fund                   | In this clause all references to "Fund" shall mean the Labour union Cooperative Retirement Fund (LUCRF) or the fund of an Employee's choice. LUCRF shall be the default fund for the purposes of Superannuation choice. |
| Ordinary Time Earnings | In this clause the term "ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work including all allowances and loadings.  |
| Super Choice           | Refers to Superannuation choice where an Employee has the ability and option to choose their superannuation fund over the default fund.   |



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### 42.2. Company contributions

- a) The Company will contribute to the fund on behalf of all Employees the required amount under the Superannuation Guarantee Legislation for the Employees' ordinary time earnings.
- b) The Company shall provide each Employee upon commencement of employment, membership forms of the Fund and shall forward the completed membership form to the Fund within fourteen (14) days.
- c) Payments shall be made by the Company on a four-week basis and cover pay periods completed in that time.

### 42.3. Right to choose and Stapled Funds

An Employee may nominate their own superannuation fund if they do not wish to be a member with the default fund. To nominate a different fund of your choice, employees are required to complete a "Super Choice" Form.

If an Employee does not nominate a compliant superannuation fund, the Company will make enquires of the ATO to see if an employee has an existing fund (**Stapled Fund**) in which the Company will make the required contributions. If the employee does not have a Stapled Fund, the Company will make the required contributions to the default Fund on behalf of the employee.

### 42.4. Employee contributions (Salary Sacrifice)

Where an Employee wishes to make voluntary contributions to the Fund, the Employee must authorise the Company to deduct from the Employee's wages an amount specified by the Employee in accordance with the Fund trust deed and rules. Contributions deducted under this provision will be forwarded to the Fund by the Company at the same time as the Company's contributions made under 42.2(a).

- a) An Employee may vary his or her additional contributions by a written authorisation and the Company must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- b) Additional Employee contributions to the fund requested under this sub-clause shall be expressed in whole dollars.
- c) Any salary sacrifice arrangement will be in line with the Australian Taxation Office and Superannuation Guarantee Levy.

### 42.5. Cessation of contributions

The obligations of the Company to contribute to the fund in respect of a Team Member shall cease on the last day of such Employee's employment with the Company.

## **43. WORKPLACE POLICIES**

### 43.1. Application of Workplace Policies

Toll Global Logistics Workplace Policies operate alongside this Agreement and are underpinned by values and behaviours. Workplace Policies are applicable to all Team Members and Management at Toll Global Logistics. Every Workplace Policy can be accessed at the workplace or upon request, will be provided by a member of Management.

From time to time new Workplace Policies are introduced or current policies are amended. In this event the Company will notify and educate Team Members on the details of the policy and any effect on workplace operations and administrative procedures.

Workplace Policies must be strictly observed and adhered to. It is an offence to breach a Workplace Policy. In particular, any offence or breach of the following Workplace Policies is deemed an act of gross misconduct which can result in summary dismissal without notice of termination.

### 43.2. Drug & Alcohol Policy

To minimise the risk of workplace incidents which can result from Team Members being affected by the use and consumption of alcohol and prohibited drugs, Drug and Alcohol Tests can be conducted randomly and/or on the suspicion that a Team Member is under the influence of drugs or alcohol. Refer to the Toll Global Logistics Policy and Guidelines for further details.

### 43.3. No Smoking Policy

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With the strict exception of the Company authorised "Designated Smoking Area", smoking within the perimeter of the work site (i.e. including areas outside the warehouse and office), is prohibited.

Smoking is permitted only during Team Member's authorised breaks and within the Designated Smoking Area. A breach of this policy may result in summary dismissal.

### 43.4. Security Policy

To maintain a safe working environment for all Team Members, and to prevent theft from occurring, security searches may be conducted on site to detect prohibited dangerous items and materials and the unauthorised taking or removal of Company property. All security searches will be conducted in accordance with Toll Global Logistics Guidelines. All employees will be expected to behave in an appropriate manner in all areas including the car park.

### 43.5. Return of Company Property

A Team Member will return their work uniform, access card, locker key, and any other item that is considered property of Toll Global Logistics to the Company upon ending their employment (or upon termination) with the Company.

## **44. COPY OF AGREEMENT**

A current copy of this Agreement shall be accessible to Team Members at each workplace. A copy will be provided to any Team Member(s) who requests it from management.

## **45. RENEGOTIATION OF AGREEMENT**

When the current collective agreement is to be re-negotiated, the parties to this Agreement agree to have all necessary processes completed to commence negotiations at the table no later than 3 months prior to the nominal expiry date of this Agreement.

No extra claims can be made during the life of this Agreement.

## **46. PAYROLL DEDUCTIONS**

Where written authority is provided by the employee, the company will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the union at monthly intervals. The union will from time to time determine the amount of fees payable to become and remain a member of the union. Those fees will be required to be paid by members on a monthly basis. The union will advise the company and employees in writing if there are any increases to the fees.

Where written authority is provided to the employee, the company shall within 14 days send to the union such details as are necessary to permit the establishment of a direct debit arrangement for the payment of the employee's union fees. This authority may take the form of a union membership card completed by an employee authorising the release of such details.

## **47. UNION DELEGATES**

47.1. The Company recognises union delegates who are elected by the employees as the on-site representatives of the union.

### 47.2. Induction of new employees

Union delegates will be given adequate paid time, not longer than 15 minutes, to meet with new employees and any labour hire workers performing work that is covered by this Agreement for the purposes of introducing and explaining this Agreement and union matters. Except where otherwise agreed, this will occur at the induction of such persons.

### 47.3. Delegates on-site business

Union delegates will be allowed, subject to prior authorisation from their Manager, reasonable paid time to conduct legitimate on-site union business with workers including collecting of information from workers. Union delegates shall have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, fax machine, email, Intranet and photocopier.

### 47.4. Delegates off-site business

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In addition, union delegates will be allowed reasonable time off the site on union business without loss of ordinary pay by prior agreement with the company. This agreement will not be unreasonably withheld and there must be no less than 4 weeks' notice or such lesser period of notice as may be agreed by the company.

### **48. TRADE UNION TRAINING LEAVE**

Union delegates shall be granted up to five days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the union and which are designed to promote good industrial relations. The application to the company must be in writing from the employee and include the nature, content and duration of the course to be attended.

The granting of leave pursuant to this clause shall be subject to the employee or the union giving not less than two weeks' notice of the course or such lesser period of notice as may be agreed by the company.

Each employee on leave approved in accordance with this clause shall be paid at their full rate of pay, including shift loadings and penalties that would have otherwise been applicable with the exception of Saturday or Sunday penalties.

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**49. SIGNATORIES TO AGREEMENT**

Signed by Toll Transport Pty Limited by a duly authorised officer in the presence of:

  
Witness

  
Signature of Authorised Officer

Helen Hrzenjak  
Name


Nick Vrckovski President - Retail & Consumer  
Full Name and Title

21/02/2024  
Date

Level 1, 8 Australia Avenue,  
Address Sydney Olympic Park, NSW, 2127

21/02/2024  
Date

Signed by the Employee Representative for and on behalf of the Employees:

  
Witness

  
Signature of Employee Representative

SACHIN KUMAR  
Name

MR GUY MATHEWS  
Full Name and Title Team Leader  
Employee Bargaining Representative

21/02/24  
Date

16 HOLLINSWORTH RD  
Address MARSDEN PARK NSW 2785

21/2/24  
Date