

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/148

TITLE: Toll Autologistics-Vehicles Greenacre Operations Site Agreement

I.R.C. NO: IRC4/644

DATE APPROVED/COMMENCEMENT: 3 March 2004 / 31 December 2003

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Toll Transport Pty Ltd trading as Autologistics-Vehicles located at 77-85 Roberts Road, Greenacre NSW 2190 who fall within the coverage of the Transport Industry (State) Award

PARTIES: Toll Logistics - Automotive Distribution Division, a Division of Toll Transport Pty Ltd -&- the Transport Workers' Union of New South Wales

TRANSPORT WORKERS' UNION SW BRANCH AND TOLL AUTOLOGISTICS -VEHICLES GREENACRE OPERATIONS SITE AGREEMENT

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SITE AGREEMENT

1. Title

This agreement shall be known as the Toll AutoLogistics -Vehicles Greenacre Operations and TWU-NSW Site Agreement

2. Parties

This agreement is binding on:

- i. The Transport Workers' Union NSW Branch (the TWU);
- ii. Toll AutoLogistics -Vehicles (the company), at its operations located in Sydney.
- 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 (State) Award.

- d) "Heads of Agreement" means the agreement between Toll Group of Companies in NSW and the NSW TWU.
- e) "Site" means a particular geographical workplace of Toll AutoLogistics-Vehicles Sydney

4. Scope

The Agreement applies to Toll AutoLogistics-Vehicles Sydney operations.

For all matters not covered by this Agreement or the Toll NSW, TWU NSW Heads of Agreement, the Relevant Award will apply.

- a) Transport Industry State Award
- b) TWU NSW Toll Group of Companies "Heads Of Agreement"

5. Duration

This agreement shall be binding under the NSW Tolls Heads of Agreement and comply with the terms of this Framework Agreement and have a nominal expiry date of 31/12/2004 subject to the TWU NSW Branch agreeing that there shall be no further wage increase until 01/01/2005

6. Wages

The Agreement will provide for wages, allowances and cpk rates as follows:

Schedule A - Base Wage and CPK Rates and NSW Long Distance Flexibility Allowance

7. Weekend Coverage

The parties agree and understand that the Sydney operation is rostered on a Monday to Friday ordinary working week. The nature of this operation requires continuous utilisation of assets and as such the employee base has agreed to assist in scheduling the roster requirements to suit the company's needs equitably, whilst ensuring adherence to fatigue management and quality of lifestyle, familial and carer's commitments and responsibilities. If for any reason either party needs to change the previously agreed roster then a 24 hr notification period is required.

In the event where an employee is not scheduled for weekend activity, but wishes to work, notification of his availability must be advised to his/her supervisor by close of business, Thursday prior to that weekend. Operations staff is to notify drivers by close of business on Thursday if they are required for work on the preceding weekend. Full time employees will be given first refusal of all available work.

8. Rostered Days Off

- 1. The parties agree that in the event of extraordinary shut downs at our customer's plants, i.e. An Act or Acts of Terrorism, the parties shall consult on how the business shall manage the clients extraordinary shut down. This may result in the flexible use of accumulated RDO's, as long as this use is consented and agreed to by all parties. (An example of such an agreement might be - one day RDO, one day work or as otherwise mutually agreed between both parties.) The company shall also pay an additional two RDO's when none are taken by the employee throughout the 12 month period.

9. Annual Leave

It is agreed by the parties to schedule annual leave of the employee if his/her annual leave accrual exceeds 20 days, notwithstanding the rights conferred on both Toll and its employees by the *Annual Holidays Act 1944*. Additionally, employees may accrue leave in excess of 20 days in agreement with TA-V management.

10. Employment Commitment to Quality

Toll and the employees covered by this Agreement commit to the process of providing a continuous quality service to customers. The parties agree that it is an important part of the employee's job function to ensure that the Company presents itself well to customers and the general public at all times.

- a) Both the interior and exterior of the vehicle allocated to the employee should be clean, neat and tidy. The employee accepts that it is his/her responsibility to perform the interior cleaning of their normally allocated vehicle on each trip for cpk paid drivers as well as the exterior weekly or as deemed necessary. Trucks that operate on hours and overtime will be allocated time for cleaning both interior and exterior as deemed necessary.
- b) This clause gives specific recognition to the customer service requirements and Tolls policy for the presentation of clean vehicles in all our operations.
- c) All drivers and yard persons are to wear the issued uniform during work time, including weekends.
- d) It is the responsibility of all drivers and yard persons to ensure paperwork standards are met.
- e) Commitment to ensure all customers vehicles are surveyed to protect the company from all potential liabilities. Assist company to identify and eliminate root cause of transit damage. All damages to vehicles conveyed and/or equipment must be reported in writing on the appropriate form to the operations office no later than the day following the occurrence.
- f) All drivers shall possess a current Drivers License relevant to the type of vehicle used to perform their duties for the Company. License checks will be conducted twice yearly.
- g) All yard persons shall possess the appropriate training to be competent in the driving functionality of vehicles within the yard and so comply with the Occupational Health and Safety Act.
- h) Observe and adhere to all Company policies detailed in the Drivers Handbook.
- i) Observe and adhere to the speed limitations placed on the movement of vehicles within the yard.
- j) All employees have a role in ensuring the safety and reliability of their allocated truck. Prior to commencing each trip all drivers are required to carry out a pre-trip check as follows:
 - Check fuel, oil and water levels.
 - Check tyres and visually check wheel nuts.
 - Check lights, indicators and horns.
 - Check brakes.
 - Steering
 - Overhead and trailer structure
 - Check windscreen washers and wipers.
 - Check all documentation and tools required for the job are available.
 - Check that the load is secure and all securing mechanisms are intact.
 - (All items as required under Trucksafe industry Accreditation)
- k) Commit to the process of maintaining accreditation for:

- 1) The Trucksafe Accreditation Program.
- 2) National Fatigue /Mass Management, Self-Accreditation Programs.
- 3) Australian Standard ISO 9001 of 2000.
- 4) Environmental System Standard ISO 14001
- 5) Total Toll AutoLogistics Business Systems

11. Consultative Committee

The consultative committee will consist of the TA-V TWU delegates and the other members of the consultative committee in place at the time of the making of this agreement. Replacement committee members shall be appointed / elected in the normal fashion. A copy of the minutes from the CCM will be forwarded to the TWU official.

It is agreed Consultative Committee will meet monthly, or as agreed by the committee, to review the operation of this Agreement, promoting a more participative culture, continuous improvement within the enterprise and ensuring that the spirit of the Agreement is maintained. Minutes will be posted on notice boards no later than two weeks after the meeting to which they pertain under normal circumstances.

12. Trip Cancellation

If a driver presents at the start of a shift and that shift is subject to cancellation, the following will apply:

- (a) A casual driver will be paid a four-hour call out fee.
- (b) A permanent driver shall be paid as per the Toll Head of Agreement and the Transport Industry (State) Award.

13. Waiting Time

- a) In the event of vehicle breakdown payment will be made after one hour and with a maximum of 8 hours in a 24-hour period, only if the trip has been lost. (For example: if a driver is delayed in his trip by 6 hours, and ultimately finishes his trip, then he shall be paid for the trip plus the 5 hours payment.)
- b) Where an employee is waiting to start a trip they shall be paid an hourly rate for the following with the maximum of eight hours:
 - i. Wait for more than 1 hour after a pre ordained changeover time that has been confirmed by his / her driver manager prior to trip departure.

14. Job Security

- a. TA-V recognizes the driver's contribution to the viability of this business unit. TA-V seeks to remain competitive and provide its employees with secure, satisfying and rewarding jobs in an environment of cooperation at the local workplace level in the ongoing implementation of improved business processes, systems and efficiency.
- b. Subject to the need to compete effectively and to engage certain skilled personnel, TA-V will ensure that job functions which are traditionally performed by employees of TA-V will continue to be performed by employees and where possible by permanent employees of TA-V and in compliance with Clause 6 of the Toll TWU Head of Agreement.
- c. Where TA-V proposes to introduce major change in the workplace which is likely to have significant effects on employees, TA-V shall consult with the NSW Secretary of the TWU (or their nominated representative) about the effects such changes are likely to have on employees and discuss measures to avert or mitigate the adverse effects of such changes on employees.

15. Company Mobile Phones

In the event of a driver using his or her mobile telephone for work related calls, the company will re-imburse that driver their nominated work related calls. In relation to the rental fee of the mobile phone the company agrees to reimburse the rental fee that will not exceed the sum of \$35.00 per billing period. If during the period of this agreement, the Company chooses to fit communication technology that would extinguish the need for the use of the aforementioned mobile phones to the vehicles operated by those drivers, then this reimbursement will cease.

16. Induction

As per the Heads of Agreement.

17. Union Related Matters

TWU Delegates leave and training shall be as per the Toll TWU Heads of Agreement.

TA-V will continue to pay staff membership fees in recognition of the ongoing savings made by Toll agreed to by staff in this Agreement. These fees will be paid after the proper paperwork is provided and in accordance with TA-V accounting policies and procedures. TA-V will pay the membership fees on one bulk invoice supplied from the TWU. New members or new employees shall be reimbursed their fees upon production of a union receipt for the appropriate term.

TA-V will pay union dues in lieu of receiving the T.I State Award payment for the TWU Picnic Day.

18. 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) with employees fully co-operating in its use following appropriate training, consultation and agreement with the Consultative Committee acknowledging our customers requirements and the reduction in paperwork processing for both drivers and the business.

19. Licences

In the event that a company drivers licence becomes due for renewal, the company will reimburse the driver the cost for the three year term offered by the New South Wales Roads and Traffic Authority.

20. Fleet Utilizations and Contracting Out

The parties agree that all parties to this agreement shall pro-actively work towards the full utilization of the company fleet and the fleet of Sub-Contracted vehicles, which are directly and currently engaged under formal contracts of carriage by Toll AutoLogistics.

Work shall be allocated in the following manner:

- (a) The company fleet / the sub-contractors currently engaged under formal contracts of carriage with Toll AutoLogistics ("the sub contractors")
- (b) Other independent Contract Carriers
- (c) Other car carrying businesses

In the event that additional, urgent or extraordinary work becomes available, and the company and sub-contractor fleet are already being utilized to their full capacity then work may be allocated to other independent contractors or other car carrying businesses. The company commits to full consultation with the TWU Delegates from the company and sub contractors sections prior to the introduction of any outside contractors or

businesses. Other contractors and car carrying businesses shall not be used to the detriment of the interests of the company employees and the sub-contractors. The parties agree to meet regularly and whenever the need arises consult with the delegates to review the utilization of the company and sub contractor fleet with a view to ensuring the maximum utilization of the company and sub contractor fleet in line with this clause acknowledging the necessity of servicing customer requirements.

The parties agree to consult and develop a process whereby available full time sub contractor positions are filled when vacancies arise from time to time. All outside contractors or other car carrying businesses employees or contractors must be fully inducted in the Toll AutoLogistics business before commencing work.

EXECUTION

Signed for and on behalf of the company:

 (Signature)
 Steven Wise

 (Name)

 (Witness)

 (Date)

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

 (Signature)

 (Name)

 (Witness)
 02 / 12 / 03

 (Date)

SCHEDULE A

Wage Increases

1 January 2003 2%
 1 July 2003 3%
 1 January 2004 2%
 1 July 2004 3%

Wage Rates

Grade	December 2002	January 1 2003	July 1 2003	January 1 2004	July 1 2004
1	\$547.86	\$558.82	\$575.58	\$587.10	\$604.71
7	\$650.82	\$663.83	\$683.75	\$694.42	\$715.25

Long distance CPK Increases

1 January 2003 2%
 1 July 2003 1%
 1 January 2004 2%
 July 2004 1%

CPK Rates

Type	December 2002	January 2003	July 1 2003	January 1 2004	July 1 2004
Stinger 8/9 car	.2678	.2731	.2759 *	.2814	.2842 *
Cottrell	.2827	.2883	.2912 *	.2970	.3000 *

* July increases underpinned by annual Award variation as a minimum

NSW Allowance

NSW Long Distance Flexibility allowance of \$5 per day (accumulated to a maximum of \$25 per week) will be payable to permanent long distance drivers.