

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/113

**TITLE: Toll Automotive-Vehicles Regional and Linehaul Operations
and TWU-NSW Site Agreement**

I.R.C. NO: IRC5/6115

DATE APPROVED/COMMENCEMENT: 13 December 2005 / 1 January 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/34.

GAZETTAL REFERENCE: 24 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Toll Automotive-Vehicles located at 33-47 Doherty's Road Laverton North VIC 3026, engaged at its operations at Wagga, Queanbeyan, Dubbo, Gilgrandra and Mildura sites, who fall within the coverage of the Transport Industry (State) Award and the Transport Industry - Redundancy (State) Award.

PARTIES: Toll Automotive - Vehicles -&- the Transport Workers' Union of New South Wales

Transport Workers' Union
NSW Branch

And

Toll Automotive Vehicles

Regional NSW and Linehaul Operations

SITE AGREEMENT

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SITE AGREEMENT

1 TITLE

This agreement shall be known as the Toll Automotive-Vehicles NSW Regional and Linehaul Operations and TWU-NSW Site Agreement.

2 PARTIES

This agreement is binding on:

- i. The Transport Workers' Union of Australia NSW Branch (the TWU);
- ii. Toll Automotive-Vehicles (the company), and its operations located within Wagga and Queanbeyan, Dubbo, Gilgandra and Mildura Operations.
- iii. All employees whose employment would render them eligible to be members of the TWU.

3 DEFINITIONS

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

- a) "Agreement" mean this Agreement;
- b) "NSWIRC" mean the New South Wales Industrial 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 Automotive-Vehicles Wagga Queanbeyan Dubbo Gilgandra and Mildura Operations.

4 SCOPE

The Agreement applies to Toll Automotive-Vehicles Wagga Queanbeyan Dubbo Gilgandra and Mildura Operations

For all matter not covered by this agreement or the Toll NSW, TWU 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 certified agreement shall be binding under the NSW Tolls Heads of Agreement and comply with the terms of this Framework Agreement and have a minimal expiry date of 31/12/2007 subject to the TWU NSW Branch that there shall be no further wage increase until 01/01/2008 except as specified in this agreement.

6 WAGES

The Agreement will provide for wages. Allowances and cpk rates as follows:

- **Schedule A- Base Wage and CPK Rates and NSW Allowance**

7 WEEKEND COVERAGE

The nature of this operation requires continuous utilization of assets and such the employee base has agreed to schedule the requirements to suit the company's needs equitably, ensuring adherence to fatigue management and quality of lifestyle. If for any reason either party needs to change the previously agreed schedule, then a 24 hr notification period is required.

In the event where an employee is not scheduled for weekend activity, but wish to work, notification of his availability must be advised to his/her supervisor by close of business, Wednesday prior to that weekend. Full time employees will be given first choice of all available activity.

8 ROSTERED DAYS OFF

1. Employees are permitted to accumulate RDO's on the provision a minimum of 5 days remain to be used in the event of unscheduled plant closure where one weeks notice to staff is required.

TA-V will provide 48 hrs notice in the event of :

- Industrial action directly outside the control of TA-V that impedes our customer's ability to provide freight.

Or:

- An Act (or acts) of terrorism that directly impede our customers ability to provide freight.

2. Flexibility with RDO's during extraordinary shut down at our customer's plants i.e – one day RDO, one day work or as otherwise mutually agreed between both parties.

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 of their normally allocated vehicle on each trip.

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 all drivers and yard persons to ensure that 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 officer 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 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 wheel nuts
- Check lights, indicators and horns
- Check brakes.
- Steering
- Overhead and trailer structure
- Check windscreen washer 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) Environment System Standard ISO 14001
- 5) Total Toll Automotive Business systems

11 CONSULTATIVE COMMITTEE

The consultative committee will consist of the TA-V TWU delegates and one other elected representative from each area of operation covered by this agreement as well as Management and other agreed invitees. 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.

12 TRIP CANCELLATION

If a driver presents at the start of a shift and has not been notified of a cancellation, the driver will be paid a four-hour call out fee.

13 WAITING TIME

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 BREAKDOWN

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.

15 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.

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 eh effects such changes are likely to have on employees and discuss measure to avert or mitigate the adverse effects of such changes on employees.

16 COMPANY MOBILE PHONES

In the event of a driver using his/her mobile telephone for work related calls, the company will reimburse that driver the agreed monthly rental (\$35)

If during the period of this agreement, the Company chooses to fit communication technology to the vehicles operated by those drivers then this re-imburement will cease.

17 INDUCTION

TA-V will continue to conduct their own induction training, utilizing their own suitably qualified training staff. New Employees shall have their details forwarded to the union delegate only at their request.

18 UNION RELATED MATTERS

Any TWU related training encountered by a delegate shall be paid at the wage rate prescribed for the appropriate classification in schedule A of this agreement and in addition 30 percent plus reasonable expenses. TA-V will continue to pay staff memberships in recognition of the ongoing saving 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.

19 FUTURE TECHNOLOGY

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

Toll may introduce, deploy and utilize new technology (including, for example, hand-held terminals) with employees fully co-operating in its use following appropriate training and consultation with the Consultative Committee.

20 REDUNDANCY

“Some areas of our business may not be able to support the cost increase associated with this agreement even though they may be productivity related. Therefore there exists an agreed procedure for staff redundancy base on three (3) weeks pay in lieu of notice and three(3) weeks base pay for each year of service.”

21 ANTI-DISCRIMINATION

- a) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

Paragraph (b) only applies where the agreement contains a dispute resolution procedure:

- b) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to affect
- i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - ii) Offering or providing junior rates of pay to persons under 21 years of age;
 - iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction
- e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

11. SETTLEMENT OF DISPUTES

- a) The parties have agreed that the following settlement of disputes procedure shall apply:
 - i) The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor;
 - ii) If the matter is not settled, the employee or employees may request that the TWU delegate be involved in further discussions with the immediate supervisor;
 - iii) If the matter is not settled discussions shall occur between the appropriate TWU official or officials and the Branch/Contract Manager;
 - iv) If the matter is still not settled discussions shall occur between a senior TWU official or officials and the State Manager or the next senior manager; it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter;
 - v) If the matter is not settled discussions shall occur between the senior TWU official or officials and the relevant General Manager ;
 - vi) If the matter is still not settled, it shall be submitted to the Commission which shall conciliate and/or arbitrate the matter

- b) Until the matter is determined all existing work practices shall continue without disruption, except in circumstances where employees have genuine concerns for their health and safety and in these circumstances the provisions of the NSW Occupational Health and Safety Act will apply.

- c) The parties must co-operate to ensure that these procedures are carried out expeditiously. The parties undertake to resolve such concerns in a timely manner in accordance with the above procedure.

- d) This settlement of disputes procedures will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of Toll employees..

21 EXECUTION

Signed for and on behalf of the Company:

.....
(Signature)

.....
(Witness)

.....
(Name)

.....
(Date)

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

.....
(Signature)

.....
(Witness)

.....
(Name)

.....
(Date)

Schedule A

Wage Increases

- 1 January 2005 5%
- 1 January 2006 5%
- 1 January 2007 5%

Wage Rates

| Grade | July 1 2004 | January 1 2005 | January 1 2006 | January 1 2007 |
|-------|-------------|----------------|----------------|----------------|
| 1 | \$604.71 | \$634.94 | \$666.69 | \$700.02 |
| 7 | \$715.25 | \$751.01 | \$788.56 | \$782.99 |
| 8 | \$751.10 | \$788.66 | \$828.09 | \$869.50 |

Long Distance CPK Increases

- 1 January 2005 2%
- 1 July 2005 2%
- 1 January 2006 2 %
- 1 July 2006 2%
- 1 January 2007 2%
- 1 July 2007 2%

CPK Rates

| Type | Nov 2004 | Jan 1 2005 | July 1 2005 | Jan 1 2006 | July 1 2006 | Jan 1 2007 | July 1 2007 |
|---------------------|----------|------------|-------------|------------|-------------|------------|-------------|
| Stringer 8 9 car | .2865 | .2922 | .2980 | .3040 | .3101 | .3163 | .3226 |
| Cottrell | .3014 | .3074 | .3135 | .3198 | .3262 | .3327 | .3393 |

NSW Allowance

In addition a NSW Regional and Linehaul allowance of \$25 per week including RDOs but excluding annual leave, sick leave and workcover leave will be payable to permanent long distance drivers.