

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/34

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

I.R.C. NO: IRC3/6959

DATE APPROVED/COMMENCEMENT: 23 December 2003/1 July 2003

TERM: 31 December 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Toll Automotive - Vehicles at the company's operations located at Wagga, Queanbeyan, Dubbo, Gilgandra and Mildura, who fall within the classifications and coverage of the Transport Industry (State) Award

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

TRANSPORT WORKERS' UNION NSW BRANCH And TOLL AUTOMOTIVE-VEHICLES REGIONAL NSW AND LINEHAUL OPERATIONS SITE AGREEMENT

1. Title
2. Parties
3. Definitions
4. Scope
5. Duration
6. Wages
7. Weekend Coverage
8. Rostered Days Off
9. Annual Leave
10. Employment Commitment To Quality
11. Consultative Committee
12. Trip Cancellation
13. Waiting Time
14. Breakdown
15. Job Security
16. Company Mobile Phones
17. Induction
18. Union Related Matters
19. Future Technology
20. Redundancy
21. Execution

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), at its operations located within Wagga, Queanbeyan, Dubbo, Gilgandra and Mildura Operations.
- iii. All employees whose employment would render them eligible to be members the TWU

3. Definitions

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

- (a) "Agreement" means this Agreement;
- (b) "NSWIRC" means the New South Wales Industrial Relations Commission;
- (c) "Relevant Award" means the Transport Industry (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 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 certified 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 Allowance

7. Weekend Coverage

The nature of this operation requires continuous utilisation of assets and as 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 wishes 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 hours notice in the event of:

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

Or:

An Act (or acts) of terrorism that directly impede our customer's ability to provide freight.

2. Flexibility with RDO's during extraordinary shut downs 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 it's 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.
- (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 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 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. 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 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

- (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) However, if the fault was identified (ie: VDR filled out) before the trip and it was reasonable to expect the fault to have been fixed prior to departure, management reserve the right to use their discretion within the terms of this clause.

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 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.

16. 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 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

As per the Heads of Agreement.

18. Union Related Matters

Any TWU related training encountered by a delegate shall be paid at the Base rate plus reasonable expenses.

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.

19. Future Technology

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

Toll may introduce, deploy and utilise new technology (including, for example, hand-held terminals) 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 increases associated with this agreement even though they may be productivity related. Therefore there exists an agreed procedure for staff redundancy based on three (3) weeks pay in lieu of notice and three (3) weeks base pay for each year of service."

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 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	\$648.006	\$660.97	\$680.80	\$694.42	\$715.25
8	\$693.88	\$707.826	\$729.10	\$743.698	\$751.108

Long distance CPK Increases

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

In addition a NSW Regional and Linehaul allowance of \$25 per week will be payable to permanent long distance drivers