

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/59

TITLE: Toll Liquid Distribution and TWU Sydney Metro Site Agreement
2002

I.R.C. NO: IRC2/7433

DATE APPROVED/COMMENCEMENT: 3 January 2003

TERM: 30 June 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Toll Liquid Distribution who are engaged in the Company's Sydney Metropolitan dangerous goods operations, who are eligible to be members of the Transport Workers' Union of New South Wales and who fall within the coverage of the Transport Industry - Petroleum, &c., Distribution (State) Award and the TWU NSW Toll Group of Companies "Heads of Agreement".

PARTIES: Toll Liquid Distribution, a division of Toll Transport Pty Ltd -&- the Transport Workers' Union of New South Wales



RECEIVED 13 MAR 2003

TRANSPORT WORKERS' UNION
NSW BRANCH

And

TOLL LIQUID DISTRIBUTION

SYDNEY METRO

SITE AGREEMENT 2002

Registered
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<u>1</u>	<u>TITLE</u>	<u>3</u>
<u>2</u>	<u>PARTIES</u>	<u>3</u>
<u>3</u>	<u>DEFINITIONS</u>	<u>3</u>
<u>4</u>	<u>SCOPE</u>	<u>4</u>
<u>5</u>	<u>DURATION</u>	<u>4</u>
<u>6</u>	<u>WAGES</u>	<u>4</u>
<u>7</u>	<u>ROSTERS</u>	<u>4</u>
<u>8</u>	<u>WEEKEND COVERAGE</u>	<u>5</u>
<u>9</u>	<u>SHIFT SWAP AGREEMENT</u>	<u>5</u>
<u>10</u>	<u>WEEKEND WORK & CASUAL LABOUR</u>	<u>5</u>
<u>11</u>	<u>EMPLOYMENT COMMITMENT TO QUALITY</u>	<u>5</u>
<u>12</u>	<u>CONSULTATIVE COMMITTEE</u>	<u>5</u>
<u>13</u>	<u>JOB SECURITY</u>	<u>6</u>
<u>14</u>	<u>COMPANY MOBILE PHONES</u>	<u>6</u>
<u>15</u>	<u>PRESENTATION</u>	<u>6</u>
<u>16</u>	<u>MEAL ALLOWANCE</u>	<u>7</u>
<u>17</u>	<u>SICK LEAVE</u>	<u>7</u>
<u>18</u>	<u>PUBLIC HOLIDAYS</u>	<u>7</u>
<u>19</u>	<u>FUTURE TECHNOLOGY</u>	<u>7</u>
<u>20</u>	<u>EXECUTION</u>	<u>8</u>



SITE AGREEMENT

1 TITLE

This agreement shall be known as the Toll Liquid Distribution and TWU Sydney Metro Site Agreement *2002*

2 PARTIES

This agreement is binding on:

- i. The Transport Workers' Union of Australia NSW Branch (the TWU);
- ii. Toll Liquid Distribution (the company), at its operations located within Sydney Metro Operations.
- iii. All employees whose employment would render them eligible to be members the TWU

3 DEFINITIONS

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

- a) "Agreement" means this Agreement;
- b) "NSWIRC" means the New South Wales Industrial Relations Commission;
- c) "Relevant Award" means the Transport Industry – Petroleum & Distribution (State) Award 1997.
- 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 Liquid Distribution Sydney Metro Operations



4 SCOPE

The Agreement applies to Toll Liquid Distribution Sydney Metropolitan dangerous goods 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 – Petroleum & Distribution (State) Award 1997
- 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:

- A) comply with the terms of this Framework Agreement; and
- B) have a nominal expiry date of 30/06/2003 subject to the following;
 - i) On or after 01/01/2003 either party may cancel this agreement providing three months written notice.
 - ii) The TWU NSW Branch agrees that there shall be no further wage increase until 01/07/2003.

6 WAGES

The Agreement will provide for wages as follows:

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

7 ROSTERS

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

No RDO times are bankable or transferable. No swapping will apply. Employees wishing to work his/her Rostered Day Off will be paid the RDO time for this day plus ordinary wages. All overtime for this day will be paid as double time rates. Base wage rates and award provisions will apply where the RDO falls on a public holiday.

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

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



8 WEEKEND COVERAGE

It is agreed that drivers are rostered to work two (2) Saturdays in four (4).
If the employee is unable to work their roster shift it is the employee's responsibility to swap with another employee who is not rostered for that shift.

9 SHIFT SWAP AGREEMENT

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

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

10 WEEKEND WORK & CASUAL LABOUR

Full time employees will be given first choice of all available overtime.

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

11 EMPLOYMENT COMMITMENT TO QUALITY

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

12 CONSULTATIVE COMMITTEE

The consultative committee will consist the delegate, co-delegate, Safety Officer and rotating guest driver. Meetings will occur monthly on the first Monday of each Month.

It is agreed Consultative Committees comprising representatives of the parties will be established on a site basis and that they will meet monthly to review the operation of this Agreement and ensure that the spirit of the Agreement is maintained.

The site Consultative Committee will be responsible for the promotion of a more participative culture ensuring that the spirit of the Agreement is maintained.



13 JOB SECURITY

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

14 COMPANY MOBILE PHONES

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

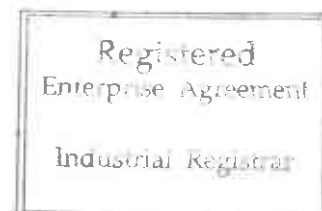
Any Company mobile phone account in excess of the agreed limit of \$110.00 per month that cannot be satisfactory justified by the employees involved will be reimburse to the company the difference.

15 PRESENTATION

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

Uniforms will be issued and and/or replaced by Toll on a fair wear and tear basis such that each employee has five (5) complete sets. Uniforms will be neat and tidy at all times. Each driver will be issued with the following uniform and personnel protective clothing

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



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

16 MEAL ALLOWANCE

Meal allowance payment will be \$9.14 per allowance. Meal allowance provisions will be as per the award.

17 SICK LEAVE

It is the employee's responsibility to inform the appropriate manager and/or supervisor as soon as practicable, of their inability to attend work for the required shift commencement. A total of five (5) sick days per year will apply to employees with less than one year of service. A total of eight (08) sick days per year of service will apply to each employee with more than one year of service. Employees on sick leave are required to provided the following if requested.

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

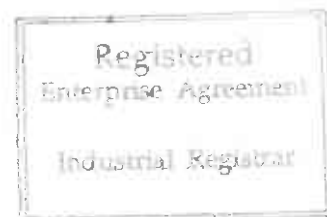
18 PUBLIC HOLIDAYS

All Public Holidays will be paid as per Gazetted information.

19 FUTURE TECHNOLOGY

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

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



20 EXECUTION

Signed for and on behalf of the company:

[Signature]
(Signature)

Don TELROED
(Name)

[Signature]
(Witness)

25/2/03
(Date)

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

[Signature]
(Signature)

A. Sheldra
(Name)

[Signature]
(Witness)

10/03/03
(Date)



Schedule A

<u>Sydney Metro Wage Definitions</u>		
Award Jurisdiction		State
Award		Transport Industry - Petroleum & Distribution (State) Award 1997
Working days per Fortnight	Fortnight	9
Roster Pattern		Attached
RDO's Applicable		Yes
RDO Banking allowed?		No
If RDO day is worked		RDO Payout + Ordinary day wage
Base Worked Hours day		7.47
Pay averaging in place?		Yes
Base Paid Hours day		7.00
Based banked hours per worked day		0.47
Time & Half after		7.47
Double Time after		9.47
Meal Monies after		9.15
Public Holidays		Award
Saturday Wage Rate		Award
Sunday Wage Rate		Award
Annual Leave PA		140 Hrs
Sick leave PA	Yr 1	35 Hrs
Sick leave PA	Subsequent	56 Hrs
Note: Hours are shown in decimals		

Wage Rates

TOLL - LIQUIDS DISTRIBUTION (Sydney Metro Fleet) AGREEMENT

APPENDIX NUMBER: 1

BASE RATES OF PAY:

SINGLE TRAILER RATES			
	Ordinary	time + 1/2	Double
Single Trailer Rates	\$19.0230	\$28.5345	\$38.0460
Meal Monies	\$9.14		

B-DOUBLE TRAILER RATES (incl 19mtr B Doubles)			
	Ordinary	time + 1/2	Double
B-Double Trailer Rates	\$19.7574	\$29.6361	\$39.5148
Meal Monies	\$9.14		



Schedule B

Availability for week commencing - Monday		WE Date		Week 01				
No Changes will be made without permission of Driver Supervisor or Branch Manager								
Legend	Casual	RDO	A/Leave	Sick Leave	Public Holiday			
SYDNEY METRO		06-05-02	07-05-02	08-05-02	09-05-02	10-05-02	11-05-02	12-05-02
Dayshift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 1	Driver 1	Driver 1	Driver 1	Driver 1	Driver 1	
Fleet No	Fleet No	Driver 2	Driver 2	Driver 2	Driver 2	Driver 2		
Fleet No	Fleet No	Driver 3	Driver 3	Driver 3	Driver 3	Driver 3	Driver 3	
Fleet No	Fleet No	Driver 4	Driver 4	Driver 4	Driver 4	Driver 4		
Fleet No	Fleet No	Driver 5	Driver 5	Driver 5	Driver 5	Driver 5		
Fleet No	Fleet No	Driver 6	Driver 6	Driver 6	Driver 6	Driver 6	Driver 6	
Fleet No	Fleet No	Driver 7	Driver 7	Driver 7	Driver 7	Driver 7		
Fleet No	Fleet No	Driver 8	Driver 8	Driver 8	Driver 8	Driver 8	Driver 8	
Fleet No	Fleet No	Driver 9	Driver 9	Driver 9	Driver 9	Driver 9	Driver 9	
Fleet No	Fleet No	Driver 10	Driver 10	Driver 10	Driver 10	Driver 10		
Nightshift								
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 11	Driver 11	Driver 11	Driver 11	Driver 11	Driver 11	
Fleet No	Fleet No	Driver 12	Driver 12	Driver 12	Driver 12	Driver 12		
Fleet No	Fleet No	Driver 13	Driver 13	Driver 13	Driver 13	Driver 13	Driver 13	
Fleet No	Fleet No	Driver 14	Driver 14	Driver 14	Driver 14	Driver 14		
Fleet No	Fleet No	Driver 15	Driver 15	Driver 15	Driver 15	Driver 15		
Fleet No	Fleet No	Driver 16	Driver 16	Driver 16	Driver 16	Driver 16	Driver 16	
Fleet No	Fleet No	Driver 17	Driver 17	Driver 17	Driver 17	Driver 17		
Fleet No	Fleet No	Driver 18	Driver 18	Driver 18	Driver 18	Driver 18	Driver 18	
Fleet No	Fleet No	Driver 19	Driver 19	Driver 19	Driver 19	Driver 19	Driver 19	
Fleet No	Fleet No	Driver 20	Driver 20	Driver 20	Driver 20	Driver 20		

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Availability for week commencing - Monday		WE Date	Week 02					
No Changes will be made without permission of Driver Supervisor or Branch Manager								
Legend	Casual	RDO	A/Leave	Sick Leave				
SYDNEY METRO		13-05-02	14-05-02	15-05-02	16-05-02	17-05-02	18-05-02	19-05-02
Dayshift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 1	Driver 1	Driver 1	Driver 1	Driver 1		
Fleet No	Fleet No	Driver 12	Driver 12	Driver 12	Driver 12	Driver 12	Driver 12	
Fleet No	Fleet No	Driver 3	Driver 3	Driver 3	Driver 3	Driver 3		
Fleet No	Fleet No	Driver 14	Driver 14	Driver 14	Driver 14	Driver 14	Driver 14	
Fleet No	Fleet No	Driver 5	Driver 5	Driver 5	Driver 5	Driver 5	Driver 5	
Fleet No	Fleet No	Driver 6	Driver 6	Driver 6	Driver 6	Driver 6		
Fleet No	Fleet No	Driver 7	Driver 7	Driver 7	Driver 7	Driver 7	Driver 7	
Fleet No	Fleet No	Driver 8	Driver 8	Driver 8	Driver 8	Driver 8		
Fleet No	Fleet No	Driver 9	Driver 9	Driver 9	Driver 9	Driver 9		
Fleet No	Fleet No	Driver 20	Driver 20	Driver 20	Driver 20	Driver 20	Driver 20	
Nighshift								
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 11	Driver 11	Driver 11	Driver 11	Driver 11		
Fleet No	Fleet No	Driver 2	Driver 2	Driver 2	Driver 2	Driver 2	Driver 2	
Fleet No	Fleet No	Driver 13	Driver 13	Driver 13	Driver 13	Driver 13		
Fleet No	Fleet No	Driver 4	Driver 4	Driver 4	Driver 4	Driver 4	Driver 4	
Fleet No	Fleet No	Driver 15	Driver 15	Driver 15	Driver 15	Driver 15	Driver 15	
Fleet No	Fleet No	Driver 16	Driver 16	Driver 16	Driver 16	Driver 16		
Fleet No	Fleet No	Driver 17	Driver 17	Driver 17	Driver 17	Driver 17	Driver 17	
Fleet No	Fleet No	Driver 18	Driver 18	Driver 18	Driver 18	Driver 18		
Fleet No	Fleet No	Driver 19	Driver 19	Driver 19	Driver 19	Driver 19		
Fleet No	Fleet No	Driver 10	Driver 10	Driver 10	Driver 10	Driver 10	Driver 10	



Availability for week commencing - Monday		WE Date		Week 03				
No Changes will be made without permission of Driver Supervisor or Branch Manager								
Legend	Casual	RDO	A/Leave	Sick Leave				
SYDNEY METRO		20-05-02	21-05-02	22-05-02	23-05-02	24-05-02	25-05-02	26-05-02
Dayshift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 11	Driver 11	Driver 11	Driver 11	Driver 11	Driver 11	
Fleet No	Fleet No	Driver 12	Driver 12	Driver 12	Driver 12	Driver 12		
Fleet No	Fleet No	Driver 13	Driver 13	Driver 13	Driver 13	Driver 13	Driver 13	
Fleet No	Fleet No	Driver 14	Driver 14	Driver 14	Driver 14	Driver 14		
Fleet No	Fleet No	Driver 5	Driver 5	Driver 5	Driver 5	Driver 5		
Fleet No	Fleet No	Driver 16	Driver 16	Driver 16	Driver 16	Driver 16	Driver 16	
Fleet No	Fleet No	Driver 7	Driver 7	Driver 7	Driver 7	Driver 7		
Fleet No	Fleet No	Driver 18	Driver 18	Driver 18	Driver 18	Driver 18	Driver 18	
Fleet No	Fleet No	Driver 19	Driver 19	Driver 19	Driver 19	Driver 19	Driver 19	
Fleet No	Fleet No	Driver 20	Driver 20	Driver 20	Driver 20	Driver 20		
Nighshift								
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 1	Driver 1	Driver 1	Driver 1	Driver 1	Driver 1	
Fleet No	Fleet No	Driver 2	Driver 2	Driver 2	Driver 2	Driver 2		
Fleet No	Fleet No	Driver 3	Driver 3	Driver 3	Driver 3	Driver 3	Driver 3	
Fleet No	Fleet No	Driver 4	Driver 4	Driver 4	Driver 4	Driver 4		
Fleet No	Fleet No	Driver 15	Driver 15	Driver 15	Driver 15	Driver 15		
Fleet No	Fleet No	Driver 6	Driver 6	Driver 6	Driver 6	Driver 6	Driver 6	
Fleet No	Fleet No	Driver 17	Driver 17	Driver 17	Driver 17	Driver 17		
Fleet No	Fleet No	Driver 8	Driver 8	Driver 8	Driver 8	Driver 8	Driver 8	
Fleet No	Fleet No	Driver 9	Driver 9	Driver 9	Driver 9	Driver 9	Driver 9	
Fleet No	Fleet No	Driver 10	Driver 10	Driver 10	Driver 10	Driver 10		



Availability for week commencing - Monday		WE Date		Week 04				
No Changes will be made without permission of Driver Supervisor or Branch Manager								
Legend	Casual	RDO	A/Leave	Sick Leave				
SYDNEY METRO		27-05-02	28-05-02	29-05-02	30-05-02	31-05-02	01-06-02	02-06-02
Dayshift		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 11	Driver 11	Driver 11	Driver 11	Driver 11		
Fleet No	Fleet No	Driver 2	Driver 2	Driver 2	Driver 2	Driver 2	Driver 2	
Fleet No	Fleet No	Driver 13	Driver 13	Driver 13	Driver 13	Driver 13		
Fleet No	Fleet No	Driver 4	Driver 4	Driver 4	Driver 4	Driver 4	Driver 4	
Fleet No	Fleet No	Driver 5	Driver 5	Driver 5	Driver 5	Driver 5	Driver 5	
Fleet No	Fleet No	Driver 16	Driver 16	Driver 16	Driver 16	Driver 16		
Fleet No	Fleet No	Driver 7	Driver 7	Driver 7	Driver 7	Driver 7	Driver 7	
Fleet No	Fleet No	Driver 18	Driver 18	Driver 18	Driver 18	Driver 18		
Fleet No	Fleet No	Driver 19	Driver 19	Driver 19	Driver 19	Driver 19		
Fleet No	Fleet No	Driver 10	Driver 10	Driver 10	Driver 10	Driver 10	Driver 10	
Nighshift								
Service Vehicle								
Vehicle	Trailer							
Fleet No	Fleet No	Driver 1	Driver 1	Driver 1	Driver 1	Driver 1		
Fleet No	Fleet No	Driver 12	Driver 12	Driver 12	Driver 12	Driver 12	Driver 12	
Fleet No	Fleet No	Driver 3	Driver 3	Driver 3	Driver 3	Driver 3		
Fleet No	Fleet No	Driver 14	Driver 14	Driver 14	Driver 14	Driver 14	Driver 14	
Fleet No	Fleet No	Driver 15	Driver 15	Driver 15	Driver 15	Driver 15	Driver 15	
Fleet No	Fleet No	Driver 6	Driver 6	Driver 6	Driver 6	Driver 6		
Fleet No	Fleet No	Driver 17	Driver 17	Driver 17	Driver 17	Driver 17		
Fleet No	Fleet No	Driver 8	Driver 8	Driver 8	Driver 8	Driver 8		
Fleet No	Fleet No	Driver 9	Driver 9	Driver 9	Driver 9	Driver 9		
Fleet No	Fleet No	Driver 20	Driver 20	Driver 20	Driver 20	Driver 20	Driver 20	

