

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/248

TITLE: Toll Logistics Industrial Division Pilkington Glass Enterprise Agreement NSW 2000

I.R.C. NO: 2001/4195

DATE APPROVED/COMMENCEMENT: 20 July 2001

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 7 September 2001

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under Transport Industry State Award

PARTIES: Toll Logistics Industrial Division -&- Transport Workers' Union of Australia, New South Wales Branch

TRANSPORT WORKERS TOLL LOGISTICS INDUSTRIAL DIVISION ENTERPRISE AGREEMENT NSW 2000

SECTION 1 – INTRODUCTION

CLAUSE 1 – TITLE

This Agreement shall be known as Transport Workers Toll Logistics Industrial Division Pilkington Glass Enterprise Agreement NSW 2000.

CLAUSE 2 – TABLE OF CONTENTS

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CLAUSE 3 - PARTIES BOUND

This Agreement is binding on:

1. the Transport Workers' Union of Australia NSW Branch;
2. the Company, Toll Logistics Industrial Division, at its operations located at Pilkington Glass Ingleburn, in the State of New South Wales

CLAUSE 4 - DEFINITIONS

"Award" means the Transport Industry State Award as varied from time to time.

"Company" means Toll Logistics Industrial Division

"Employee" means any employee whose work is covered by this Agreement.

"IRC" means the NSW Industrial Relations Commission

"TWU" means the Transport Workers' Union of Australia.



CLAUSE 5 - DURATION OF AGREEMENT

This Agreement will come into force from the date of approval and shall remain in force until the 30th June 2003. Pay rates applicable from the date of approval will be backdated to 1 July 2000.

Negotiations regarding a new agreement are to commence three (3) months prior to the expiry date of this Agreement with the aim of finalising a new Agreement by this Agreement's expiry date. The Company commits to pay a guaranteed minimum of 1.5% on the 1st July 2003 as the first instalment in meeting the TWU NSW Branch's next wage claim. Any Award, state or national, wage changes that occur within this period will be absorbed into the rates of pay provided for in this Agreement.

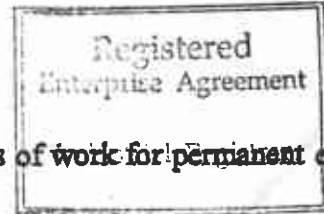
The Agreement will have a nominal expiry date of 30 June 2003 subject to the following:

On or after 1 January 2003 either party may cancel this Agreement by providing three months written notice. The TWU NSW Branch agrees that there shall be no further wage increases until 1 July 2003. The parties recognise a further claim may be served on the Company from 1 June 2002.

SECTION 2 – WAGES AND RELATED MATTERS

CLAUSE 6 – CLASSIFICATIONS

The parties agree that the classification of work contained in the Award shall apply to work performed under this Agreement.



CLAUSE 7 – WAGE INCREASES

(a) The wage rates payable under this Agreement for ordinary hours of work for permanent employees will be as follows:

Transport Industry State Award Grades	1.5%	Column 2 Toll Logistics Industrial Division EBA Classifications	3%	3%
	Column 1 EBA Rate		Column 3 EBA Rate Effective 1/7/01	Column 4 EBA Rate Effective 1/7/02
Grade 3	\$14.69	Tray and Van Drivers up to 8 tonne	\$15.13	\$15.58
Grade 4	\$15.06	12 tonne Drivers	\$15.51	\$15.97
Grade 7	\$16.39	Semi Drivers	\$16.88	\$17.38
Grade 8	\$17.68	B Double Drivers	\$18.21	\$18.75

Further 1.5% increase effective 1/7/2003 whilst negotiations of EBA take place.

- (b) The wage rates set out in sub clause 7(a) do not include award allowances. Allowances as prescribed by the Award shall be paid to all employees.
- (c) Casual employees shall be paid an hourly rate of pay calculated by reference to the relevant formula contained in Clause 9(b) of the Award based upon:-
 - ◆ The wage rates set out in sub clause 7(a) of this Agreement; and
 - ◆ The casual loading prescribed in Clause 9(b) of the Award.
- (d) The wage rates specified in this clause are to apply for the purpose of calculating all employee entitlements including (but not limited to), any form of leave, redundancy and superannuation with the exception of overtime, see sub-clauses 7(g) and (h) of this Agreement for overtime rates. The wage rates contained in this Clause are to be paid to all employees covered by this Agreement from the first pay period beginning on or after the acceptance of this Agreement by the employees of the Company.
- (e) **Annual Leave Loading**
25% loading on annual leave.

(f) **Weekly and Saturday Flat Overtime Rates**

	<u>Effective EBA 2000</u>	<u>Effective 1.7.01</u>	<u>Effective 1.7.02</u>
8 TONNE	\$24.97 for the first 8 hours	\$25.72	\$26.09
12 TONNE	\$25.60 for the first 8 hours	\$26.36	\$27.14
SEMI RATE	\$27.86 for the first 8 hours	\$28.69	\$29.54
B-DOUBLE	\$30.05 for the first 8 hours	\$30.95	\$31.88

(g) **Sunday Overtime Rates**

To be double the base rate.

	<u>Effective EBA 2000</u>	<u>Effective 1.7.01</u>	<u>Effective 1.7.02</u>
8 TONNE	2 x \$14.69	2 x \$15.13	2 x \$15.35
12 TONNE	2 x \$15.06	2 x \$15.51	2 x \$15.97
SEMI RATE	2 x \$16.39	2 x \$16.88	2 x \$17.38
B-DOUBLE	2 x \$17.68	2 x \$18.21	2 x \$18.75

(h) **Tea Money**

Paid after two (2) or more hours overtime as per Transport Industry



(i) **Rostered Leave Review**

Rostered leave to be taken at mutually agreed times and can be paid out in blocks of five days upon request.

(j) **Payment of Wages**

- (1) Payment of wages shall be made by electronic funds transfer to an account/s nominated by the employee.
- (2) Wages shall be made available in the employees nominated bank account/s by 2.30pm on Thursday of each week.
- (3) In the event of circumstances within the employees control preventing the payment of wages in accordance with this sub clause , then the employer shall inform employees as soon as possible and begin negotiations to provide assistance to any employee adversely affected by the delay in transfer of the funds.

CLAUSE 8 – LABOUR AGENCIES

- (a) It is a term of this agreement that the Company will ensure that any employees of a labour hire agency engaged by the Company, will be paid the same rate of pay as if they had been a direct employee of Toll Logistics Industrial Division.
- (b) Labour Hire Casuals & Sub-Contractors: will only be used when absolutely necessary. The use of Labour Hire Casuals will be monitored monthly to ensure that no full time T.L.I.D. employees are being disadvantaged by their use.

The aim of using Labour Hire Casuals & Sub- Contractors is that they only be used when absolutely necessary, as a last resort to satisfy customer demands.

SECTION 3 - TERMS AND CONDITIONS OF EMPLOYMENT

CLAUSE 9 - CONDITIONS OF EMPLOYMENT

- (a) The conditions of employment for employees covered by this Agreement shall be as provided by all clauses of this Agreement and those conditions contained in the Transport Industry State Award.
- (b) Subject to Clause 10 of this Agreement, in relation to any matter in respect of which this Agreement does not make provision, the terms of the Award shall apply to all employees.
- (c) In the event of any inconsistency between the specific terms contained in this Agreement and those contained in the Transport Industry State Award, this Agreement shall prevail.

CLAUSE 10 - MINIMUM STANDARDS

While this Agreement remains in operation, employees covered by the terms and conditions of employment contained herein, will continue to enjoy the conditions of employment and rates of pay no less favourable than those contained in the Transport Industry State Award as at 10 April 2001 and this Agreement

CLAUSE 11 - NEW EMPLOYEES

A new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement. The Company therefore undertakes that it will not employ persons covered by this Agreement under the terms of an Australian Workplace Agreement or any other form of individual contract.



CLAUSE 12 - OVER-AWARD PAYMENTS

Any over-Award payments and conditions applying to employees of the Company will be maintained.

CLAUSE 13 - SUPERANNUATION

- (a)
 - (i) The nominated fund for the purpose of this clause shall be the Transport Workers Union Superannuation Fund.
 - (ii) The Company if not a Participating Employer of the TWU Superannuation Fund shall complete the "Employer's Application for Participating Membership" set out in Schedule D of the Transport Industry (State) Superannuation Award.
- (b) The Company shall make contributions into the nominated Superannuation Fund on behalf of each eligible employee as follows:

- (i) Contributions shall be at the rate prescribed from time to time by the Transport Industry (State) Superannuation Award.
- (ii) Notwithstanding anything elsewhere contained in this clause, employers and/or employees who are able to demonstrate bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contributions defined in paragraph (i) herein paid into a Fund acceptable to the Company/employee and being a scheme approved by the Insurance and Superannuation Commission.
- (c) (i) "Approved Fund" shall mean a Superannuation Fund approved in accordance with the Commonwealth Operational Standards for Occupation Superannuation Funds.
- (ii) "Eligible Employee" shall mean every employee engaged under the terms of this agreement.

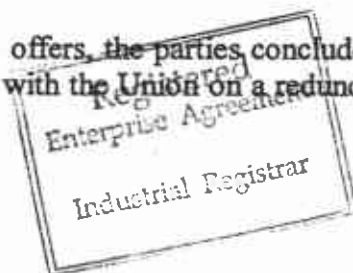
CLAUSE 14 - SECURITY OF EMPLOYMENT

With the acceptance and implementation of this Agreement, it is agreed that there will be no enforced redundancies as a result of any improved working practices resulting from the Enterprise Bargaining process.

In the event of measurable and serious downturns in the market place which may impact on labour requirements, the Company reserves the right to apply management strategies as it considers appropriate, which as a last resort may include redundancies.

Prior to any redundancies being determined, the Company undertakes to officially inform the New South Wales Branch of the TWU as early as possible but, in any event, not less than two (2) weeks prior to the giving of notice of reducing manning levels.

If, after extensive investigations, including alternative job offers, the parties conclude that retraining is the only option, then the Company will begin negotiation with the Union on a redundancy package for the affected employees.



CLAUSE 15 - PROBATIONARY EMPLOYEE

Each new employee will be employed under the following terms and conditions:

- (a) From commencement, the new employee will be paid at the rate stipulated by this agreement for their classification for the three month probationary period. Holiday, sick leave and all other entitlements etc., will accrue from the initial start date.
- (b) During this time, management and delegates will review the employee's performance on an ongoing basis, and have discussions regarding progress.
- (c) In the event that during the three month probationary period the new employee does not meet the requirements of the position, the employee may be terminated in accordance with the award provisions.
- (d) If the employee is not terminated pursuant to this clause within the 3 month probationary period, at the expiry of that period the employee will be deemed to have completed the probationary period and be automatically classified as a weekly employee.
- (e) An appropriate supervised training period is to apply.

CLAUSE 16 - LOG BOOKS

Where a weekly employee is required to possess a log book, the cost of book shall be reimbursed by the Company.

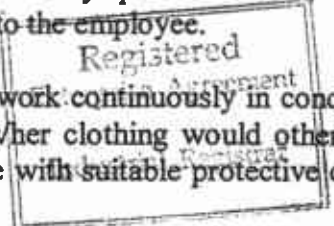
CLAUSE 17 - DANGEROUS GOODS LICENCES

Where a weekly employee is required to possess a licence to operate a vehicle carrying dangerous goods (as defined in the Australian code for the transport of dangerous goods by road or rail), training and medical costs shall be reimbursed by the Company.

CLAUSE 18 - ARTICLES OF CLOTHING

(a) Where an employee is required by law or the Company to wear any special uniform, cap, overall or other article, it shall be supplied by the Company at no cost to the employee.

(b) (i) Where an employee is required by the Company to work continuously in conditions where, because of the nature of the work environment, his/her clothing would otherwise become saturated, the Company shall provide such employee with suitable protective clothing at no cost to the employee.



(ii) Where an employee is employed in the classification of Greaser and Cleaner, or is normally required to service vehicles, they shall be issued overalls without charge.

Provided that this subclause shall not apply to employees who are required as an adjunct to their normal duties to check such things as vehicles, oil, water and tyres.

Provided further that such protective clothing shall remain the property of the Company, and that the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

(c) Investigate uniforms to be updated and of higher quality.

CLAUSE 19 - GEAR TO BE PROVIDED

The Company shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

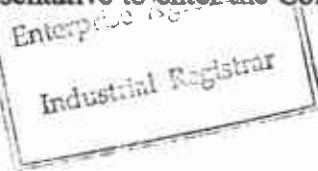
SECTION 4 – UNION AND RELATED MATTERS

CLAUSE 20 – AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in a place where visible and accessible to all parties covered by the Agreement.

CLAUSE 21 – UNION RECOGNITION AND UNION MEMBERSHIP

- (a) The Company recognises the Transport Workers Union of Australia as being the union that shall have exclusive representation of transport workers who are covered by this Agreement.
- (b) The Company further agrees that an authorised TWU representative is entitled to enter the Company's premises at all reasonable times for the purposes of interviewing any employee, in a manner which does not interfere unreasonably with the Company's business.
- (c) The Company is required to keep time and wages records showing the name of each employee, the hours worked each day, and the wages, overtime and allowances (if any) paid each week. These records are to be made available for inspection by an authorised representative of the TWU and the Company agrees to allow an authorised TWU representative to enter the Company's premises at all reasonable times for this purpose.



CLAUSE 22 – UNION NOTICEBOARD

The Company shall erect a notice-board at its depot, yard or garage for the purpose of posting any notice thereon in connection with union business, such board to be in a prominent position. All notices shall be signed by an officer of the union.

Where twenty or more employees are engaged in any one yard or depot pursuant to the terms of this agreement such notice-board shall have a glass cover fitted with a lock.

CLAUSE 23 – UNION DELEGATES

An employee appointed as TWU delegate in a depot, yard or garage shall, upon notification thereof to the Company by the Branch or Sub-branch Secretary of the TWU be recognised as the accredited representative of the TWU and shall be allowed the necessary time during working hours to interview the Company or its representative on matters affecting employees in the depot, yard or garage.

CLAUSE 24 – TRAINING

The company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the Award and other industrial entitlements, and other services for the benefit of the workers in the transport industry.

The company recognises its responsibilities to provide a safe and healthy workplace for its employees and contract carriers and all other persons attending its sites and accordingly agrees to train all transport workers covered by this Agreement in accordance with this clause.

1. Compulsory Induction Training

- (a) A new employee commencing work with the company shall be trained in:
- (i) occupational health and safety;
 - (ii) vocational skills;
 - (iii) other professional training; and
- (b) In order to meet the requirements of sub clause (a) (iii) each new transport worker shall undertake a Company induction course.
- (c) Included as part of the induction will be an introduction to the site TWU delegate.

2. Ongoing Training

The Company agrees:

- (a) to comply with all current Codes of Practice (including the current version of "Trucksafe") Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the company's obligations under the NSW Occupational Health and Safety Act;
- (b) to authorise all transport workers elected to OH&S Committees to attend a committee training course (as required by the NSW Occupational Health and Safety Act) as soon as practicable within three (3) months of being elected to the position. Further, the Company will establish and train OH&S Committee in all workplaces with less than 20 employees if no such Committee is currently in place;
- (c) to enrol and provide existing transport workers with the opportunity and time to attend a two hour safety course conducted on site or other agreed place at an agreed time. Such training will be conducted within three (3) months of signing this agreement.
- (d) To enrol and provide transport workers with the opportunity and time to attend Driver Fatigue Management programs for all transport workers undertaking driving duties as well as allocation staff and fleet controllers.

3. Delegates Training

The NSW Branch of the TWU will provide the company with a list of Delegates per site.

The Union has undertaken to give the company reasonable notice, i.e. at least seven (7) days, of impending training requirements. It is agreed that delegate training will be organised in a manner that does not affect site operating efficiency. Permission for such training will not be unreasonably withheld.

4. Training to be paid for by the Company

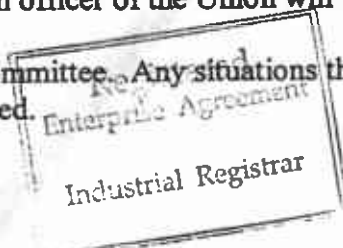
The company shall pay at ordinary time rates for the training courses referred to in Clause 24 and all other reasonable expenses which would otherwise be incurred by attendees of the course, shall be borne by the company. Where training occurs outside normal hours, the appropriate rate of pay will apply.

SECTION 5 – CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 25 – CONSULTATIVE PROCESS

The Parties agree that a consultative approach to workplace change will be adopted by both parties and in particular that:-

- (a) There shall be a Site Consultative Committee comprising an equal numbers of nominees of the Company and nominees of the TWU;
- (b) The Site Consultative Committee will meet on a regular basis to monitor the effectiveness of the Enterprise Agreement and identify new areas of workplace activity that can be improved to enhance productivity, customer service and job satisfaction;
- (c) Meetings of the Site Consultative Committee will be held at least bi-monthly or as necessary and on Company time during the life of this Agreement, an officer of the Union will be invited to attend;
- (d) All changes will be monitored monthly with the committee. Any situations that are identified as causing disadvantage to employees will be addressed.
- (e) First meeting will review all country trip rates.



CLAUSE 26 – SETTLEMENT OF DISPUTES

The following procedure shall apply in the event of an industrial issue arising:

- (a) The matter should first be discussed between the employee and their immediate supervisor.
At the employee's option, a Union Delegate or nominated representative may also be present.
- (b) If not settled, the matter shall be submitted by the duly elected Delegate to the Operations Manager. At any point in these discussions the Delegate or Operations Manager may seek to the involvement of the Regional Manager.
- (c) If not settled, the Delegate shall seek the assistance of the State Secretary of the Union and the Regional Manager may seek to involve the State Manager and/or the Industrial Relations Department in this matter.
- (d) If still not resolved, the Federal Secretary of the Union may seek discussion with the appropriate Company representatives.
- (e) In the case of an employee who is not a union member, similar steps apply with the employee or their nominated representative firstly seeking resolution with the direct supervisor then the Operations Manager then the State Manager and/or the Industrial Relations department.
- (f) Any matter which cannot be resolved may be referred by either party to the NSW Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
- (g) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter.

- (h) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.
- (i) This settlement of disputes procedure 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 employment of employees employed by the Company.

SECTION 6 – MISCELLANEOUS

CLAUSE 27 – REVIEW OF AGREEMENT

The company agrees to maintain the existing collective process of negotiation of pay and employment conditions for both existing and all future new employees through the Union. At a time no later than 3 months before the expiry of this Agreement, the Consultative Committee should start meeting on a regular basis with the aim being to have a new enterprise agreement negotiated and agreed to and in place at the expiry of this Agreement. In particular the parties commit, during that ~~renegotiation period~~, to meet as regularly as possible (at least once a week if necessary, to ensure that a new Agreement is in place).

CLAUSE 28 – AGREEMENT MAY BE VARIED

Provided that all parties to this Agreement approve, it may be ~~amended and/or replaced~~ by another Agreement prior to the expiration date of this Agreement.

CLAUSE 29 – NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other yard or enterprise.

CLAUSE 30 – NO EXTRA CLAIMS

It is a term of this agreement that the union party to this agreement, their officers, employees and members will not pursue prior to the expiry of this agreement any extra or over award claims.

CLAUSE 31 – ANTI DISCRIMINATION

- 31.1 It is the intention of the parties bound by 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.
- 31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.

31.3 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.

31.4 Nothing in this clause is to be taken to affect:

31.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

31.4.2 offering or providing junior rates of pay to persons under 21 years of age;

31.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act, 1977; or

31.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

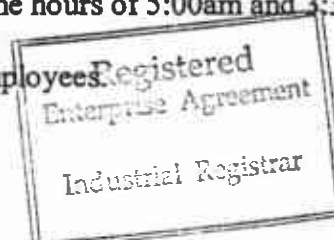
31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

SECTION 7 – PRODUCTIVITY AND EFFICIENCY MEASURES

CLAUSE 32 – SPREAD OF HOURS

The ordinary working day for employees is to be worked between the hours of 5:00am and 3:30pm.

Permanent employees shall have preference of work over casual employees.



CLAUSE 33 – STARTING TIMES

Starting times to be between 5:00am and 7:00am for a normal day shift, and 2:00pm and 3:30pm for a normal afternoon shift, starting time to be advised by Operations Personnel prior to cessation of work on the previous working day. Vehicles are to be checked and ready to load at nominated starting time.

CLAUSE 34 – INTRODUCTION OF EXTRA SHIFTS

Two extra shifts are introduced subject to all award loadings:

2:30 pm to 11:30 pm	Afternoon shift	17.5% loading
11:30 pm to 7:30 am	Night shift	30% loading

All penalties required by the Award will be paid in relation to these shifts. No current employee will be required to work on these shifts unless they volunteer.

No employee employed prior to 1 June 1995 can be forced to work shift work unless agreed to by the party concerned.

Afternoon shift to be rotated on a fortnightly basis.

Flexibility on RDOs and annual leave in busy periods (September to December) to be renegotiated with Operations personnel.

If any substantial change occurs in the market place, management, the TWU, or Toll Logistics Industrial Division employees reserve the right to renegotiate this Agreement.

CLAUSE 35 – MAINTENANCE AND TRUCK WASH

Maintenance meeting regarding all plant and equipment on a monthly basis all documentation on all work carried out to be presented at these meetings.

Employees to receive copy of defect notice before and after work done.

Truck wash to be modernised and all washing brooms and sponges to be supplied.

CLAUSE 36 – GENERAL ISSUES

Rosters will be implemented to allocate additional interstate, wharf overtime and yard work to those qualified and capable of performing such duties, to ensure an even allocation of additional duties.




SECTION 8 - SIGNATORIES

CLAUSE 37 - SIGNATORIES

This Agreement is made at Sydney on this 22nd day of June, 2001

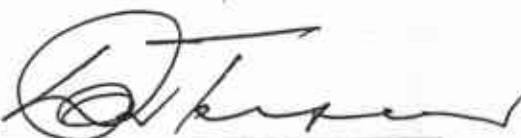
SIGNED for and on behalf of
TOLL LOGISTICS INDUSTRIAL DIVISION



Representative

Gerry Harding

Name (Please Print)



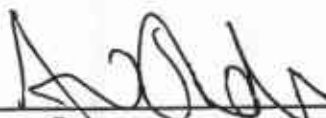
Witness



Name (Please Print)



Signed for and on behalf of
TRANSPORT WORKERS UNION OF AUSTRALIA
(NSW BRANCH)



State Secretary

A. Sheldon

Name (Please Print)

Yard Delegate

Name (Please Print)



Witness

Rosemary Ellen Galvin

Name (Please Print)

Justice of the Peace

Witness

Witness

Name (Please Print)