REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO:

EA03/14

TITLE:

Toll Transport/Heads of Agreement 2002

I.R.C. NO:

IRC2/6989

DATE APPROVED/COMMENCEMENT: 15 January 2003 / Effective 1 January 2003

TERM:

31 December 2004

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE: 28 February 2003

DATE TERMINATED:

NUMBER OF PAGES:

16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Toll Transport Pty Ltd, who fall within the coverage of the Transport Industry (State) Award, and the Transport Industry - Petroleum, &c., Distribution (State) Award

PARTIES: Tolls Transport Pty Limited -&- the Transport Workers' Union of New South Wales



TOLL TRANSPORT/ HEADS OF AGREEMENT 2002

PREAMBLE:

This document is an agreement between the TWU (NSW Branch) and the Company regarding wage rates and productivity improvement measures to apply:

- to, and in respect of, the Company's operations; and
- to Employees employed,

within the named Divisions/Businesses of the Toll Group Companies in New South Wales and the ACT. Hereafter referred to as the "Framework Agreement".

THE PARTIES AGREE:

1. DEFINITIONS

1.1 In this agreement, unless the context otherwise requires:

"award" means either the Transport Industry (State) Award or the Transport Industry Petroleum and Distribution (State) Award, as varied from time to time, to the extent they are applicable to the relevant business unit or individual site of the Company;

"company" means Toll Transport Pty Ltd;

"contract carrier" means any person performing a "contract of carriage" as defined by Section 309 of the Industrial Relations Act1996 (NSW);

"Determination" means either the Transport Industry - General carriers Contract
Determination or the Transport Industry - Car Carriers (N.S.W.) Contract Determination or the
Transport Industry - Courier and Taxi Truck Contract Determination, as varied from time to
time, to the extant they are applicable to the relevant business unit or individual site of the
Company.

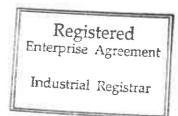
"employee" means all transport workers covered by the classifications referred to in Clause 1 of the Transport Industry (State) Award;

"transport worker" means any employee or contract carrier whose work is covered by this agreement.

- 1.2 In this agreement:
 - (a) words importing the singular shall include the plural; and
 - (b) words importing the masculine gender shall include the female gender.

2. OBJECTS

The objects of this agreement are to:



- (a) enhance the productivity and efficiency of the Company's operations;
- (b) promote job security for transport workers and provide them with access to more varied, fulfilling and better paid jobs; and
- (c) provide transport workers with a just measure of income and entitlements protection.

3. CERTIFIED AGREEMENTS

- 3.1 Each Business and/or Site (as applicable) within the Divisions/Businesses listed below that conducts business in New South Wales shall enter into a certified agreement (the "Business/Site Agreement")underpinned by this Framework Agreement with the TWU as soon as possible during its term. This certified agreement shall:
 - (a) comply with the terms of this Framework Agreement; and
 - (b) have a nominal expiry date of 31/12/2004.

The Divisions/Businesses are:

Long Distance

- Toll SPD
- Toll Express
- Toll Ipec
- Toll Tasmania
- Toll Refrigerated (including Garden City & Refrigerated Roadways)
- Toll DX Group
- Finemores Transport (including CJ Dean)
- Toll Fleet (Wagga)

Toll Logistics

Toll North

NQX

- Food and Retail
- Automotive
- Beverage
- Industrial
- Resources

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- Ports
- Toll Liquids
- 3.2 Certified agreements between the TWU and the Company whose nominal expiry date is later than the commencement of this Framework Agreement shall continue to apply.

4. WAGE INCREASES

4.1 The timetable for the compounding wage increases is:

2% 1 Jan 03

3% 1 July 03

2% 1 Jan 04

3% 1 July 04

Agreement expiry 31 December 2004.

- 4.2 The parties acknowledge that there shall be no additional wage increases during the life of this Framework Agreement, except if there is a significant increase in inflation.(as measured by the CPI but excluding any factor where price rises have been specifically compensated for by Government Policy) In such case, the TWU shall have the right to recommence negotiations for pay increases during the term of this Framework Agreement.
- 4.3 The wage increases referred to in this clause will absorb any increases:
 - (a) awarded by the NSW Industrial Relations Commission; or
 - (b) which are paid, or specified to be paid, in connection with existing agreements (whether certified or not) between the TWU and any Division or Site within the Company. P&O Roadways Contract employees are paid a two per cent loading surcharge. This payment will remain in place over and above the ten and one half per cent wage increase paid as per the 1999 Agreement.
- 4.4 Should the Union's application for a new Transport Industry (State) Award be approved by the Industrial Relations Commission of New South Wales any increase in the Monetary Rates in that Award will be absorbed by the rates payable pursuant to this Framework Agreement.

5. PRODUCTIVITY OFFSETS

- Recognising that wage increases contained in this Agreement are not contingent upon achievement of productivity targets, (except where the increase arises from an earlier agreement) the parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the company, the TWU and employees. Consultative Committees within the Business or Site shall be established or continue to meet (whichever is applicable) to monitor progress being made towards attainment of the efficiency and productivity measures. The Consultative Committees shall meet monthly and take corrective actions to ensure satisfactory performance.
- Where productivity targets arising from earlier agreements are not reached a review process will occur in accordance with this Framework Agreement. The parties acknowledge that one Enterprise Agreement

of the fundamental measures in attaining efficiency and productivity improvements is their commitment to genuinely adhere to, and abide by, the contents of this Framework Agreement.

5.3 Business/Site Agreements shall contain the terms contained in paragraphs 5.1-5.2, modified to meet the needs of each Division and Business/Site.

6. COMMITMENT

- 6.1 By entering this Framework Agreement the employer hereby makes a commitment to:
 - (a) the full-time engagement of its transport workers wherever possible;
 - (b) having regard to commercial considerations wherever possible utilise full-time employees and contract carriers to their full capacity before casual or part-time employees or contract carriers are engaged or work is contracted out to other companies or business;
 - (c) engage all contract carriers strictly in accordance with clause 7 of this agreement;
 - (d) ensure that wages and conditions of labour hire personnel are no less than those of the Business and/or Site Agreement;
 - (e) engage road transport companies, employment and labour hire agencies and other contractors on the agreement that they abide by all lawful requirements (including but not limited to occupational health and safety) that govern:
 - (i) the employment of all their employees; and
 - (ii) the engagement of all their contract carriers.
 - (f) enter into a certified agreement that will be registered in the NSW Industrial Relations Commission with respect to the terms of this Framework Agreement as it applies to employee transport workers; and
 - (g) the training of its transport workers in occupational health and safety and other professional training as agreed.
 - (h) where the Company engages contract carriers, that is, Lorry Owner Drivers (LOD's), the Company shall ensure that in circumstances where the contract carrier employs a relief driver to undertake the contract carrier's own driving duties during a period where the contract carrier takes leave, the contract carrier's employee shall be paid the rates applicable at the relevant business unit or site. This sub-clause shall only apply to a business unit or site that performs Metropolitan Distribution work. The contract carriers engaged by the Company shall continue to be paid no more that the applicable rate for work performed at the business unit or site.
 - (i) Where the Company engages permanent fleet operators, the Company will require the fleet operator to pass on to its employees, who perform transport work on behalf of the Company at one of its sites, the percentage increase to wages on the same basis as specified in this Framework Agreement. This clause shall apply to fleet operators who perform Metropolitan Distribution for the Company <u>but</u> only within a geographical area confined by the following townships:

Sydney, Coffs Harbour, Armidale, Dubbo, Griffith, Wagga Wagga and Eden.

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Note: A permanent fleet operator shall mean a fleet operator that has provided transport services to the Company on a continuos basis for a period of no less than three (3) months.

6.2 Business/Site Agreements shall contain the terms set out in paragraphs 6.1(a)-(i).

7. CONTRACT CARRIERS

The Company agrees to engage all contract carriers that perform work for or on behalf of the company in the following terms:

- (a) contract carriers performing work for the company shall receive increases in the labour component of their rates of remuneration in line with the increases specified in this framework agreement; the relevant Determination shall be the instrument to calculate the increases based upon the labour component. Where unit rates are paid, labour as a percentage of operating costs will be calculated to facilitate the payment of future wage increases. This will be done in conjunction with the Site delegate and the TWU NSW Branch.
- (b) any yard agreement or other unregistered agreement, arrangement or understanding in force at the time this Framework Agreement is executed shall continue to apply unless the parties to this Framework Agreement specifically agree to other arrangements to apply in lieu thereof.

8. 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 Framework Agreement in accordance with this clause.

8.1 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) each new transport worker shall undertake an induction course.
- (c) Included as part of the induction will be a full introduction to the site TWU Delegate.

The Company has agreed in principle to the introduction of the Blue Card Induction Program subject to costs and administration details being agreed.

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8.2 Ongoing Training

Upon entering this Framework Agreement 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 Occupational Health and Safety Act 2000 (NSW);
- (b) to authorise all transport workers elected to OH&S Committees to attend a committee training course as required by the Occupational Health and Safety Act 2000 (NSW)), as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish and train an 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 3 months of signing this agreement.
- (d) to enrol and provide 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.

8.3 Delegates Training

The TWU NSW Branch will provide the Company with a list of Delegates per site throughout Sydney.

The Union has undertaken to give the Company reasonable notice, i.e. at least 7 days, of impending training requirements. It is agreed that delegate training will be organised in a manner that does not effect site operating efficiency. Such training notice will not be unreasonably withheld.

8.4 Training to be paid for by the Company

The company shall pay at ordinary time rates for the training courses referred to in clause 8 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.

8.5 Delegates Meetings

The Company and the delegates have agreed that all delegates meetings will be conducted, as far as practicable, on or about the end of a normal working shift. It is further agreed that all delegates attending such meetings should not be disadvantaged in terms of earnings.

It is further agreed that in respect of meetings generally which are called by the TWU for the specific purpose of discussing issues relating to the Company, the number of delegates attending at such meetings shall be restricted to no more than two (2) delegates from each business unit or contract. The Union will undertaken to give the Company reasonable notice of its intention to call such meetings.

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9. CONDITIONS OF ENGAGEMENT

- 9.1 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 and the terms of any contract determination or contract agreement in place shall apply to all contract carriers.
- 9.2 The wage rates arising from this Framework Agreement are to apply for the purposes of calculating all employee and contract carrier entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation. Allowances payable will be as prescribed by the Award.

10. INCOME AND ENTITLEMENT PROTECTION

- 10.1 The Company agrees to participate in negotiations between the Union and other major companies with the aim of establishing an industry based Redundancy, Annual Leave and Long Service Leave Fund.
- All transport workers covered by this Framework Agreement may elect to direct part of the wage increase referred to in clause 4.1 to fund contributions in order to be covered by an approved Sickness and Accident Income Protection Plan.

11. SETTLEMENT OF DISPUTES

- The parties have agreed that the following settlement of disputes procedure shall apply:
 - (a) The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor;
 - (b) If the matter is not settled, the employee or employees may request that the TWU delegate be involved in further discussions;
 - (c) If the matter is not settled discussions shall occur between the appropriate TWU official or officials and management;
 - (d) If the matter is still not settled it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter:
 - (e) if the matter is not resolved, the parties may agree to submit the dispute to arbitration, and, if so agreed, the decision must be accepted by the parties subject to any appeal available.
- Until the matter is determined the existing work practice shall continue normally 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.
- 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.
- This settlement of disputes procedures will apply to any dispute or claim (whether it arises out of the operation of this Framework Agreement or not) as to the wages or conditions of engagement of transport workers engaged by the company.

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12. SUPERANNUATION

The company agrees to make contributions, with respect to all its employees and Contract Carriers eligible under the Superannuation Guarantee (Administration) Act 1992, to the TWU Superannuation Fund, in accordance with the Transport Industry Superannuation (State) Award. Where the Company is currently making superannuation contributions for a Contract Carrier the contributions will continue to be made during the period of this Agreement.

13. TRANSPORT INDUSTRY EDUCATION

The Company agrees to support Industry agreed principles aimed at promoting vocational training, occupational health and safety training, safer work practices, knowledge of Award and other entitlements, and other services for the benefit of workers in the transport industry.

The Company will continue to contribute funding of \$30,000 per annum for the period of this Agreement.

14. VOLUNTEER EMERGENCY SERVICES AND BUSH FIREFIGHTERS LEAVE

Any transport worker who is a member of a volunteer emergency service or a bush fire brigade shall be entitled to take leave of absence if they are required to attend an emergency during a period they would ordinarily be working for the Company. Such entitlement to leave shall operate in the same manner as Personal/Carer's Leave operates in the Transport Industry (State) Award.

Existing local arrangements are not to be diminished as a result of this clause.

15. MEAL ALLOWANCE

- (i) An employee required to work overtime for two or more hours shall be paid a Meal allowance of \$10.00 or the amount contained within the Transport Industry (State) Award or the Transport Industry Petroleum and Distribution State Award, (if applicable) whichever is the greater.
- (ii) An employee required to commence work two or more hours prior to the normal starting time shall be paid a meal allowance of \$10.00 or the amount contained within the Transport Industry (State) Award or the Transport Industry Petroleum and Distribution State Award, (if applicable) whichever is the greater.

Notwithstanding the above, if an employee is receiving a meal allowance in excess of \$10.00 as at the commence date of this Agreement such amount will continue to apply.

- (iii) An employee shall not be required to work more than five hours without a break for a meal.
- (iv) Except as stated above, Clause 8 Meal Breaks and Allowances, of the Transport Industry (State) Award and Clause 17 of the Transport Industry Petroleum and Distribution State Award will continue to apply.



16. EMPLOYEE DEDUCTIONS

- (i) All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction:
- Within thirty days of the end of the financial month, or
- No later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than thirty days.
 - (ii) The employer shall generate and maintain records of the following transactions:
- Deductions. Such deductions shall appear on the employee's pay advice in the week in which the deduction occurs.
- The employer shall provide the employee with evidence that such payment has been made upon the request of the employee.

17. UNION PICNIC DAY

The benefits of clause 28 - Union Picnic day- of the Transport Industry (State) Award, will apply to all permanent employees including casuals, who are covered by this Framework Agreement, provided however that such casual work no less that 38 ordinary hours per week. Providing further that such employees have worked full time for a period of three months in the period immediately leading up to the date of the Picnic day.

Notwithstanding the above, the Picnic day will not apply to employees who are receiving an alternative benefit in lieu of the Picnic day.

This clause shall NOT apply to casuals hired through a labour hire agency.

Existing local arrangements are not to be diminished as a result of this clause.

18. UNION RECOGNITION

(i) The Company recognises the TWU as being the Union that shall represent transport workers covered by this Agreement.

19. CHAIN OF RESPONSIBILITY

- (i) The company will keep records containing details of the work it has contracted out including the name and address of the employer, person or entity to whom the work has been contracted, the date the work was contracted and a description of the work to be performed.
- (ii) Copies of the records to be kept by the Company are to be given to the person actually performing the work.
- (iii) Work must only be contracted out in accordance with the terms and conditions of this Agreement and applicable legislation eg. driving hours.
- (iv) Subject to compliance with Privacy Act 2001 and other statutory requirements, Company records referred to (i) above shall be available

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for inspection by a person duly authorized as if it was a record permitted to be inspected and copied under Part 7 of chapter 5 of the Industrial Relations Act 1996 (NSW).

The Toll Express documents, including the Safe Driving Plan appended to this Agreement (see appendix 1) are an indicative example of the procedure to be in place.

The provisions of the letter exchanged between the Company and the Union dated 22/01/02 (see Appendix 2) are to be read in conjunction with this Clause.

20. OPERATION OF THIS AGREEMENT

This agreement comes into effect from 1 January 2003 and shall remain in force until 31 December 2004.

Negotiations regarding a new agreement are to commence 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 Union commits to adherence to the Disputes Procedures outlined in Clause 9 for the period of the Agreement.

Any Award, State or National wage changes that occur within this period will be absorbed.

21. INCENTIVE AND OTHER PIECE RATES INCLUDING KILOMETRE RATES

The Company commits to review all incentive and other piece rates, which may be being paid by a business unit or site, in accordance with the terms of this agreement. This process will be undertaken in each business unit or at each site, as applicable, by the relevant delegate and the manager. The review process will focus on determining how, and to what extent, the increase to the labour component of such rates will be passed on. The Company recognizes that this process should be completed by 1 December 2002.

22. NO FURTHER CLAIMS

2.1 Except as provided in Clause 4.2 above, no further claims for wages, allowances or other terms and conditions whatsoever will be made by the TWU or Employees during the period of this Framework Agreement.

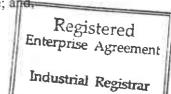
23. UNION SERVICE FEE

Leave reserved

24. UNION DELEGATE

Union delegates shall be allowed such reasonable time during working hours, as may be agreed between the Company and the delegates, to:

- (i) discuss with the union members at the workplace at which they are union delegates, matters relative to working conditions and other matters, with a view to avoiding industrial disputation;
- (ii) discuss with union officials matters raised above; and



25. PROTECTION OF ENTITLEMENTS

The Company will allow a bi-annual audit of accounts, the effect of which is to allow the TWU to be satisfied that accrued employee entitlements (including but not limited to annual leave, long service leave, rostered days off, unpaid superannuation contributions, redundancy entitlements and unpaid wages) are secure.

Reasonable costs of the audit will be met by the Company.

26. EXECUTION	
SIGNED as an agreement.	
Signed for and on behalf of The Company in the presence of:	
	Signature
Signature of Witness	
Name of Witness in full	
Signed for and on behalf of Transport Workers Union of Australia in the presence of:	Signature
	Digitatory
Signature of Witness	
Name of Witness in full	Registered Enterprise Agreement
	Industrial Registrar

 discuss with the Company matters raised by members affecting their employment at the workplace.

25. PROTECTION OF ENTITLEMENTS

The Company will allow a bi-annual audit of accounts, the effect of which is to allow the TWU to be satisfied that accound employee entitlements (including but not limited to annual leave, long service leave, rostered days off, unpaid superannuation contributions, redundancy entitlements and unpaid wages) are secure.

Reasonable costs of the audit will be met by the Company.

26. EXECUTION

SIGNED as an agreement.

Signed for and on behalf of The Company in the presence of:

La kurom

Signature

Signature of Witness

DWALD M. TELFORD

Name of Witness in full

Signed for and on behalf of Transport Workers Union of Australia in the presence of:

Kichael Ohen

Signature

Signature of Witness

Michael Ol

Name of Witness in full

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Appendiy



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= 뜯 싪 Enterprise Agreement Industrial Registrar Registered

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24HR EMERGENCY SPECIALIST ADVICE

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22/81/82

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Appendix 2

The following marters have been agreed to by the Toll Group New South Wales and the Toll Delegates acguiating committee.

That the fleet operators and labour hire agencies who from the date of receiving notice from the Toll Group reminding them of clause (6) of the Tolls F.W.U. New South Water Heads of Agreement shall be reminated forthwith in the swant of failure to adhere to the following

N.S.W. Transport Industry State Award

N.S.W. Contract Describetions

Site Rates to apply in the event of Labour Hire apprices being utilised

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Logal Driving Hours

- The relationship of any flect owner or Labour Mere Agency who fails to comply to a request By the T.W.U. New South Wales Branch for a time and wages inspection as provided for in the NSW Industrial Relations Act 1996 will be subject to incredible review.
- Mr John Ludeke representing all of the Toll Group shall convene a meeting of televant managers to inform them of this agreement and record correspondence from the T.W.U. New 9 South Wales Branch. Further the large of preferred labour him agencies shall be discussed with a siew to current that japora sharings combly with claries 2.1 of the hariested brouges. contract.

John Ludoke Division Emector Representing the Toll Orsup N.S.W. Robert Evenisa Tell Vehicle Distribution

Billy Brain Refrigerated Roadways Homobush

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Mark Trovillian Tell Woolworths Minchinbury

Jim Condon

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