

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA05/351

TITLE: **Toll Priority - Transport Workers Agreement 2005**

I.R.C. NO: IRC5/4337

DATE APPROVED/COMMENCEMENT: 29 August 2005 / 1 January 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Toll Transport Pty Ltd, t/as Toll Priority, employed in any of the occupations, industries or callings, at Erskineville, Bankstown and other sites as nominated by the company, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Toll Transport Pty Ltd t/as Toll Priority -&- the Transport Workers' Union of New South Wales

TOLL PRIORITY (TRANSPORT WORKERS)
AGREEMENT 2005

1.0 TITLE

This Agreement shall be referred to as the Toll Priority Transport Workers Agreement 2005.

2.0 ARRANGEMENT

1. Title
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Annexure B – Bankstown (additional provisions)

Annexure C – Selection for Internal Applicants seeking Contract Carrier Positions

3.0 PARTIES BOUND

This agreement shall be binding on

- (A) Toll Group ACN 006 604 191 trading as Toll Priority (the Company)
- (B) All employees employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award (as amended), at Erskineville, Bankstown and other sites as nominated by the Company.

and

- (C) Transport Workers Union of New South Wales (the Union).

4.0 COVERAGE OF AGREEMENT

This agreement is made to cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings of the Transport Industry (State) Award, (as amended).

5.0 PERIOD OF OPERATION

- 5.1 This agreement shall operate on and from the 1st January 2005 / as per Heads of Agreement, and shall remain in force for three (3) years or for the duration of the current Heads of Agreement, 31st December 2007.
- 5.2 The parties undertake to commence preliminary discussions three (3) months prior to the expiry date of this Agreement. However, this agreement will continue in force until replaced by a new agreement. Providing this agreement may be terminated in accordance with the Industrial Relations Act 1996 (as amended).

6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This agreement shall be read in conjunction with the Transport Industry (State) Award, as amended, (the Award), provided that where there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.
 - 6.2 Subject to this Agreement, any previous unregistered agreements, certified agreements, arrangement and/or practices will cease to exist with the making of this certified Agreement.
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7.0 NO EXTRA CLAIMS

The Union and the Transport Worker Award Employees undertake that there shall be no extra claims for money increase for the life of this Agreement, including increases provided by a State Wage Case decision.

8.0 EMPLOYEE COMMITMENTS

The employees and the union agree to:

- 8.1 Focus decision-making and worker responsibilities around business needs (ie, clients, suppliers and having reliable runs and service).
 - 8.2 Work in a safe and healthy manner (including the wearing of Safety vests etc).
 - 8.3 Improve customer service expectations via continuous service improvement.
 - 8.4 Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community, which a facility serves.
 - 8.5 Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.
 - 8.6 Effectively perform their duties in line with business objectives and/or this Agreement.
 - 8.7 Ensure employees attend work and report absences immediately.
 - 8.8 Maintain flexible runs to service the customer where employee drivers are utilised.
 - 8.9 Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.
 - 8.10 No unauthorised person/animal will be in a company vehicle during work time.
 - 8.11 Work co-operatively with Toll Priority in establishing a decentralised network and ensuring a dispute free period.
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9.0 PROCEDURE FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

9.1 The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the following procedure shall apply: -

- 9.1.1 the matter shall first be discussed between the aggrieved employee(s) and their local management team.
- 9.1.2 if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with a Senior Management Representative.
- 9.1.3 if the matter is not settled it shall be referred to the appropriate State Secretary and State Manager (or respective nominees) and may also include involvement of an Employee Relations representative.
- 9.1.4 if the matter can not be settled at this level then the parties shall refer the matter to the State Secretary and CEO, or their representatives, in an attempt to settle the matter.
- 9.1.5 if the matter is still not settled either party can refer the matter to the New South Wales Industrial Commission for assistance. The matter shall proceed before the Commission in accordance with the Industrial Relations Act 1996 (as amended).
- 9.1.6 matters that affect the Company's commercial obligations to its customers or to manage its business are not to be affected.

9.2 Until the matter is determined by the Commission and except in the case of a bona fide safety issue, work shall continue normally. In the case of a bona fide safety issue alternative work will be identified by the Company.

9.3 A party shall not be prejudiced as to final settlement by the continuation of work in accordance with the process.

10.0 DURESS

This Agreement was not entered into under duress by any of the parties bound to it.

11.0 WAGES

Subject to this Enterprise Agreement the following Wage increases to the base rates in Annexure B shall apply: -

Grade	Award Rate	Toll Heads of Agreement Rate as at 01.01.05	Hourly Rate as at 01.01.05	Toll Heads of Agreement Rate as of 1.1.06	Hourly Rate as of 1.1.06	Toll Heads of Agreement Rate as at 01.01.07	Hourly Rate as at 01.01.07
1	545.40	632.85	16.6538	664.49	17.4865	697.71	18.3608
2	562.50	654.93	17.2349	687.67	18.0967	722.06	19.0015
3	574.40	670.76	17.6516	704.30	18.5342	739.51	19.4609
4	584.80	684.11	18.0028	718.31	18.9029	754.23	19.8481
5	611.50	718.57	18.9097	754.50	19.8552	792.22	20.8479
6	618.20	727.21	19.1371	763.57	20.0939	801.75	21.0986
7	638.50	753.46	19.8279	791.13	20.8193	830.69	21.8602
8	680.00	806.89	21.2340	847.24	22.2957	889.60	23.4105

These Wage increases are in recognition of initiatives adopted in the Agreement.

Over Award Payments will be absorbed by this and future increases.

All employee (s) will be paid a minimum of Grade 3.

No new allowances will be applicable to this business as part of making this Agreement.

Superannuation will be calculated on the base wage rates in this Agreement on the basis of a 38-hour week and will be subject to pro rata calculations for Permanent Part time employees and casual Employees.

12.0 DUTIES

12.1 All employees engaged at the workplace will be involved in flexible work requirements, as directed by Management and flexible work requirements will cover matters, such as, but not limited to: -

- Driving including pick-up and delivery runs
- Loading Linehaul and PUD vehicles
- Unloading Linehaul and PUD vehicles
- Lodging freight at the airport etc
- Lodging, loading and unloading charter aircraft as required
- Forklift driving
- Use of scanners and new technology
- Completing of documentation associated with incoming/outgoing freight
- Cubing and check weighing, as required
- Completion of FAC passes
- And other duties on an as directed basis.
- All directives are subject to any special licence requirements eg: Drivers/Forklift licence.

- Training initiatives will be ongoing as per agreement in section 39 of the “Transport Industry State Award”. These will include, but not be limited to such items as: - Airside Safety, Acceptance of Non-Dangerous Goods & Dangerous Goods Acceptance Qualifications. This reflects both parties’ commitment to developing a more highly skilled and flexible workforce.

- 12.2 Employees will also perform work, which is ancillary or peripheral to their main duties as directed by the employer.
- 12.3 The duties of Part Time employees and Casual employees shall be directed by the Company and shall be in accordance with this Agreement.
- 12.4 The purpose of this clause is to provide flexible arrangements to service the customer’s needs and have a flexible workforce, as required and directed by the employer.
- 12.5 New positions/promotions will be offered by the Company based on the candidate's ability to meet the required criteria to successfully fill the role. If more than one person meets the desired standards, seniority will be the deciding factor.

13. **REDUNDANCY**

Should the company deem it necessary for redundancies to occur, such redundancies shall be negotiated in accordance with Toll Priority Redundancy Policy.

14. **PERMANENT PART TIME EMPLOYEE CLAUSE**

Permanent Part Time provisions have been agreed to ensure more flexible operations. Employees may be utilised and will be included as “Permanent” employment when assessing Casual/Permanent ratio, however, not to be used back to back rather than employing one full time employee.

- 14.1 Employees engaged under the sub-clause shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate base rate prescribed by this Agreement (ie, for the classification of work being performed). Minimum hours for such employee will not be less than an average of 20 hours in a week(s).
- 14.2 Permanent Part Time employees shall be entitled to Award entitlements on a pro rata basis.
- 14.3 An employer must not convert a Full Time employee to Permanent Part Time employment without the written consent of the employee concerned.
- 14.4 Minimum ordinary hours shall be 4 hours in any engagement.
- 14.5 Overtime will apply where a Permanent Part Time employee works as Follows: -
- (i) in excess of their minimum rostered hours on each days(s) unless alternative arrangements are otherwise Agreed in writing.

14.6 Over the duration of the current "Heads of Agreement", the Company will: -

- (i) It is the intention of the company to, during the life of the agreement, to move to applying the provisions of the NSW State award for the purpose of the casual ration.
- (ii) TWU Site Delegates will have access to "labour establishment" records every 3 months, to enable them to verify ongoing ratios.
- (iii) Further that following the regular engagement of a casual for a period of 3 months the employee will be offered and may accept a permanent/permanent part time position where practical.

15.0 TOLL PERSONNEL / CASUAL EMPLOYEE CLAUSE

15.1 A casual employee is an employee engaged as such and paid by the hour. Each period of such engagement will stand-alone.

15.2 A casual employee for all ordinary time worked shall be paid on an hourly basis on thirty-eighth (1/38th) of the appropriate weekly base wage rate plus 15% of ordinary base rate of pay for all work performed. Casuals shall also receive a one twelfth (1/12th) payment in accordance with the Annual Holidays Act 1944, which is payment in lieu of receiving annual leave.

15.3 (a) Casual employees shall receive a minimum of 4 hours work in any engagement,

(b) Casual employee(s) are terminated at the end of each engagement or by the payment of unworked minimum hours in paragraph (a) on any day.

15.4 A casual employee shall not be entitled to the benefits of provisions, such as but not limited to: -

- Termination Notice
- Introduction of Change
- Redundancy Provisions
- Start Times
- Annual Leave
- Personal/Carer's Leave
- Parental Leave
- Jury Service
- Public Holidays
- Sick Leave

15.5 An employer shall wherever practicable notify a casual employee where services are not required the next working day or at the end of a period of casual work.

15.6 A casual's ordinary hours can be arranged up to the ordinary hours of a full time employee.

15.7 The casual hourly rate will be calculated as follows:

(i) Day work (example):

Base Weekly rate + 15% loading + 1/12 (of base rate) ÷ 38 hours
= **Casual Hourly Rate (Day)**

(ii) Shift work (example):

Base Weekly rate + 15% loading + shift allowance + 1/12 (of base rate) ÷ 38
hours = **Casual Hourly Rate (Shift)**

Overtime calculations will not include the 1/12 component or shift allowance component. ie, Base Weekly rate + 15% ÷ 38 = Casual Hourly Rate (then overtime rates apply).

16.0 LABOUR PORTABILITY

- 16.1 All employees will work at whatever site they are required by Toll Priority within the Metropolitan area of Sydney, subject to operational and customer requirements.
- 16.2 The parties have agreed that in order for the Company to respond to customer requirements, it must have the flexibility to move both labour and equipment to match these requirements mentioned in 16.1.
- 16.3 As such, where work volumes dictate, employee(s) following consultation will be portable (within a metropolitan/area only from one section/location to another within the Company as per 16.1.
- 16.4 Consideration will be given to the employees qualifications, capabilities and specific product knowledge.

17.0 SHIFT PENALTIES APPLICABLE & LEAVE CIRCUMSTANCES

At the time of negotiating this Agreement Employees agreed to implement the following (excluding Employee's identified in Annexure D to this Agreement): -

17.1 Shift Penalties

Subject to Annexure B & D, as part of recognising certain ongoing arrangements for afternoon, night or early morning shiftwork all employees working shiftwork will be paid at 20% on the base wage rates for shifts worked. **("Day work" will not attract a shift penalty).**

These arrangements will not interfere with the management's ability to operate and staff its operations to meet customer and operational requirements.

17.2 Leave Circumstances

In relation to shifts and related premiums it is agreed they will be calculated, as follows: -

- (a) Shift Penalties will be calculated on a 38-hour week excluding overtime and day work.
- (b) Sick Leave will be paid in accordance with the Transport Industry (State) Award, (as amended) and shift penalties will not apply to sick leave circumstances.
- (c) Annual leave will be based on a 38-hour week over a (four (4) week)/20 day accrual process for a 12 month period and will be consistent with the Transport Industry (State) Award and the Annual Holidays Act (as amended) in NSW. Annual leave loading will be calculated on the base wage rate in accordance with the Transport Industry (State) Award (as amended).
- (d) Long Service Leave will be based on a 38-hour week and will be applied consistent with the Long Service Leave Act (as amended) in NSW.
- (e) All the above forms of leave and other paid leave (including workers compensation) will be based on a 38-hour week calculation, excluding overtime circumstances.
- (f) Pro rata leave for all forms of leave will be subject to appropriate Management approval and will be taken at times so as not to disrupt the business.

18.0 SUPPORTING FLEXIBILITIES

As part of implementing work arrangements consistent with our business/customer needs the following will occur, as required by the company:

- 18.1 Starting times may be staggered or varied to suit business and/or service needs subject to giving employee(s) seven (7) days notice, provided in unexpected circumstances, notice will be given to the employee(s) prior to the cessation of the previous shift. Provided further such notice periods mentioned above may be waived, where the Company and employee(s) agree in writing to do so.
- 18.2 New Roster changes including split shifts (Clause 19) will be implemented to meet the business/customer needs which support and complement such needs subject to 7 days notice being given.
- 18.3 Any new employee other than a casual employee shall be subject to three (3) month's probationary period.
- 18.4 Overtime in the first instance will be offered to permanent employees.

19.0 SPLIT SHIFTS (PERMANENT PART TIME & CASUAL EMPLOYEES)

- 19.1 Split shifts for Permanent Part Time and casual employee's will be arranged at the discretion of the employer to complement business/customer needs and such split shifts will be paid at the base rate of pay and the applicable shift allowance. When staffing split shifts the employer will observe that only 25% of casuals and/or permanent part time employees are used on split shifts.
- 19.2 Only two (2) split shifts will occur in any 24-hour period and each split shift will comprise four (4) hours engagement per each shift in peak periods, (ie) 3am to 8am and 4pm to 9pm.
- 19.3 Subject to this Agreement, where a Permanent Part Time employee or casual employee is required by the company to work beyond the four (4) hours in either shift, such employee will be paid overtime provisions as per the Award.
- 19.4 The parties agree to review these arrangements periodically to ensure a commonsense approach is occurring to meet the operational and customers needs.

20.0 NEW TECHNOLOGIES

All employee(s) agree to co-operate with the implementation of new technology initiatives. In conjunction with Clause 12 'Duties of the Agreement' which refers to the use of scanners and new technology, all employee(s) understand and agree they will work in a manner which is flexible and optimises the full potential of any new technology used to serve the business and the customers needs.

21.0 BANKSTOWN – ADDITIONAL PROVISIONS

The parties have agreed to additional provisions at the Bankstown depot to cover previous arrangements agreed to at this site (see Annexure B).

Where there is written Agreement one or more flexibilities from Annexure B may be utilised at the other sites identified in Clause 3 'Parties Bound'.

22.0 ROSTERED DAYS OFF (RDO'S)

RDO's are to be taken as "blocks" of 5 continuous days at a time or single days with a minimum of 48 hours notice at a time suitable to both parties.

RDO's cannot be "banked" (carried over from year to year) with any unused days paid out in December of each year.

By arrangement, balance of RDO's can also be paid out when Annual Leave is taken by the employee.

23.0 DANGEROUS GOODS

The Company agrees to appoint nominated employees that are responsible for the checking and processing of Dangerous Goods Consignments to the position of Leading Hand.

The current award allowance for a Leading Hand will apply to the position.

The Company reserves the right to select the employees for the position/s, and nominate the number required.

24.0 DRIVERS POSITIONS

The Company will support, but not be limited to, providing driving opportunities for Dockhands.

Refer to Annexure C for Selection criteria.

ANNEXURE B

BANKSTOWN - ADDITIONAL PROVISION

1. TRAINING INITIATIVES

It is agreed the company will endeavour to conduct all training within the employee's ordinary hours, provided, where any training falls outside normal hours, such training will be at ordinary time.

2. MINIMUM ENGAGEMENTS

Permanent Part Time and Casual employees will receive a minimum of 4 hours in any engagement.

3. BREAKS BETWEEN SHIFTS

Rest breaks between shifts will be 8 hours for dockhand employees.

4. FLEXIBLE ORDINARY HOURS

Flexible hours may be arranged to complement business and customer needs, this means having greater alternatives in how we match our business and customer needs.

- i) By mutual agreement in writing between the employer and employee(s) ordinary hours in excess of ten (10) ordinary hours and up to a maximum of 12 hours may be accommodated under this agreement. Such ordinary hours will be in accordance with the appropriate State Legislation applicable.
- ii) In providing for alternative hours arrangements, ordinary hours may be worked by Agreement in writing over any five (5) days Monday to Saturday and appropriate weekend premiums, consistent with the Award (as amended) or relevant shift penalties will apply. Provided, by Agreement in writing between the employer and employee(s) Sunday maybe included in any five (5) day operational arrangement.
- iii) The day work spread of hours will be arranged between (5.00am to 6.00pm) to accommodate business needs.
- iv) Starting times may be staggered or varied to suit business and/or service needs, provided 24 hours notice is given to the employee(s). Where unexpected circumstances occur less than 24 hours notice will occur.

5. SPLIT SHIFTS

The peak periods for split shifts at Bankstown will be as follows;

- (ie) 3am to 7am and 7pm to 11pm

6. NIGHT WORK

Two (2) Permanent employees currently working night work (as at the 6th May 1999) in accordance with the definition for shift work as contained in the Transport Industry (State) Award whilst working at the site will receive the relevant night shift allowance. Provided, shifts and appropriate shift allowances may also change in accordance with the Transport Industry (State) Award and this Agreement.

A list identifying three (3) dockhand employees will be kept by the Company and the Union to identify who was covered by this paragraph as part of making this Agreement.

ANNEXURE: C

**SELECTION FOR INTERNAL APPLICANTS SEEKING
CONTRACT CARRIER POSITIONS**

The below outlined process will be used in determining the suitability and selection of Handlers seeking appointment as Contract Carriers or Company Drivers.

Selection Criteria

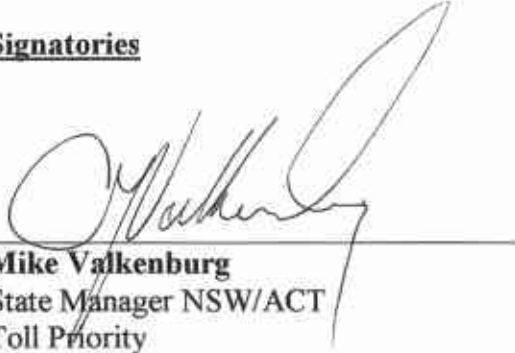
1. Rotation of handlers through company driver positions for periods of up to 3 months, ideally these will be full runs, that is, not fill in type runs. Handlers will be assessed monthly during this phase, with regular feedback on their performance.
2. Attendance and Punctuality are important when considering internal applicants for any position. To ensure that all current handlers are aware of their present day position the company will talk to all handlers and where necessary advise them if their attendance needs to improve should they be considering a driver's position.
3. Customer Service skills are vital at all levels within our organisation, to assist handlers in this area, the company will examine what internal training can be introduced, including "hands on" experience in our customer service section.
4. History dictates that successful Contract Carriers or Company Drivers display an attitude that embraces all the ingredients of wanting to do the right thing by our customers, going that extra yard can be the difference in retaining or losing a customer. As such, handlers must be able to demonstrate an appropriate attitude towards their current work that will carry over to a driver's role.

Again the company will sit down with all handlers and appraise them should there be perceived areas of concern or otherwise.

5. All handlers must be able to demonstrate a reasonable knowledge of the Sydney Metropolitan areas.
6. All handlers must be able to communicate and present themselves effectively to our customers as drivers are in the front line with regards to representing the company.
7. As you are aware, Contract Carriers are independent business people and handlers should be able to demonstrate a reasonable level of financial acumen, again the company can be of assistance in this area.
8. The company will ensure that all interviews including general interview questions are consistent across our depots.
9. Should the situation rise that more than one handler is being considered for one driver position, then if all aspects of the handlers applications are equal and two or more handlers are considered appropriate to be offered a position as a Driver, then seniority of service will be used to separate the two or more suitable applicants for the one Driver position.

Signed for and on behalf of

Signatories



Mike Valkenburg
State Manager NSW/ACT
Toll Priority

27.5.05.
Date



Witnessed by

24.5.05
Date

K Beales
Print Name

Signed for and on behalf of

Signatories

W. Tomo

20-7-05

Date

Acting

State Secretary

Transport Workers Union New South Wales

Toll Delegates

John Wilkinson

9/8/05

Date

John Wilkinson

Richard Zammit

10/8/05

Date

Richard Zammit

Michael Hadid

9/8/05

Date

Michael Hadid

Ivan O'Brien

9-8-2005

Date

Ivan O'Brien

Sam Webbey

9-8-2005

Date

Sam Webbey

Colin Clay

2-8-2005

Date

Colin Clay