

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/76

**TITLE: Toll Pty Limited t/as Toll Priority DX Solutions Company  
Driver, Dock Hand and Mail Sorters Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/6700

**DATE APPROVED/COMMENCEMENT:** 30 January 2006 / 1 March 2005

**TERM:** 33

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 3 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Toll Pty Ltd, who are engaged with providing Mail and/or Distribution Services at the company's depot located at 13 Rachel Close, Silverwater NSW 2141 and 60 O'Riordan Street, Alexandria NSW 2015, who fall within the coverage of the Transport Industry (State) Award.

**PARTIES:** Toll Pty Ltd -&- the Transport Workers' Union of New South Wales

**Table of contents**

1. **Title..... 1**

2. **Definitions..... 1**

3. **Parties Bound..... 1**

4. **Coverage..... 2**

5. **Application..... 2**

6. **Commencement and Duration of Agreement..... 2**

7. **Relationship to Award..... 3**

8. **Employment..... 3**

9. **Duties ..... 4**

10. **Employee Commitments..... 5**

11. **Wages and Related Matters: State Mail Employees..... 5**

12. **Wages and Related Matters: Toll Employees and other Employees  
(excluding State Mail Employees during the Guarantee Period) ..... 6**

    12.1 **Classifications..... 6**

    12.2 **Wage Increases..... 6**

13. **Payment of Wages ..... 7**

14. **Hours of Work: State Mail Employees Only ..... 7**

15. **Location ..... 7**

16. **Leave: State Mail Employees Only..... 7**

    16.1 **Annual Leave..... 7**

    16.2 **Long Service Leave ..... 7**

    16.3 **Sick Leave ..... 7**

    16.4 **Parental Leave..... 8**

    16.5 **Continuity of Employment ..... 8**

    16.6 **Other Leave..... 8**

17. **Leave: Toll Employees and other Employees (Excluding State Mail  
Employees during the Guarantee Period) ..... 8**

    17.1 **Shift Penalties Applicable & Leave Circumstances ..... 8**

    17.2 **Leave Circumstances ..... 8**

18. **Superannuation ..... 89**

19. **Security of Employment: State Mail Employees ..... 9**

20. **Redundancy..... 9**

21. **Permanent Part Time Employee Clause ..... 9**



<b>22.</b>	<b>Toll Personnel / Casual Employee Clause</b> .....	<b>10</b>
<b>23.</b>	<b>Labour Portability</b> .....	<b>11</b>
<b>24.</b>	<b>Shift Penalties Applicable &amp; Leave Circumstances</b> .....	<b>11</b>
	24.1 Leave Circumstances .....	11
<b>25.</b>	<b>Supporting Flexibilities</b> .....	<b>12</b>
<b>26.</b>	<b>New Technologies</b> .....	<b>12</b>
<b>27.</b>	<b>Rostered Days Off (If applicable)</b> .....	<b>12</b>
<b>28.</b>	<b>Dangerous Goods</b> .....	<b>12</b>
<b>29.</b>	<b>Drivers Positions</b> .....	<b>12-13</b>
<b>30.</b>	<b>No Extra Claims</b> .....	<b>13</b>
<b>31.</b>	<b>Amendment may be varied</b> .....	<b>13</b>
<b>32.</b>	<b>No duress</b> .....	<b>13</b>
<b>33.</b>	<b>Settlement of Disputes</b> .....	<b>13</b>
<b>34.</b>	<b>Anti-Discrimination</b> .....	<b>13-14</b>
	<b>Annexure A</b> .....	<b>1</b>
	<b>Annexure B</b> .....	<b>2</b>



---

## 1. Title

This agreement shall be known as the **Toll Pty Limited t/as Toll Priority DX Solutions Company Driver, Dock hand and Mail Sorters Enterprise Agreement 2005.**

---

## 2. Definitions

- (a) "Award" means the *Transport Industry (State) Award* as varied from time to time;
- (b) "Company" means Toll Pty Limited trading as Toll Priority;
- (c) "Commencement Date" means 1 March 2005 or otherwise an Employee's date of commencement of employment with the Company, whichever is the latter;
- (d) "Employee" means any employee whose work is covered by this agreement and for the avoidance of doubt includes State Mail Employees and Toll Employees;
- (e) "Heads of Agreement" means the Toll Heads of Agreement 2005 - 2007;
- (f) "Guaranteed Period" means an eighteen (18) months period commencing from the Commencement Date;
- (g) "Government" means the Government of New South Wales;
- (h) "State Mail Employees" means those Employees who were employees at State Mail prior to the State Mail business being purchased by the Company;
- (i) "Toll Employees" means those Employees who were employed by the Company prior to the State Mail business being purchased by the Company;
- (j) "Toll State Mail/DX Services" means Toll Transport Pty Ltd (ACN 006 604 191) trading as Toll State Mail/DX Services;
- (k) "TWU" means the Transport Workers' Union of New South Wales.
- (l) In this agreement:
  - (i) words importing the singular shall include the plural (and vice versa); and
  - (ii) words importing the masculine gender shall include the female gender.

---

## 3. Parties Bound

This agreement shall apply to and be binding upon:

- (a) the Company;
- (b) Toll State Mail/ DX Services;
- (c) the TWU;
  - (i) all Employees engaged by the Company working for Toll State Mail/ DX Solutions in New South Wales,



---

## 4. Coverage

This agreement is made to cover matters in or in connection with providing Mail and/or distribution services at the Company's depot located at:

Rachel Close, Silverwater;

O'Riordan Street, Alexandria; and

any replacement site for (b) above.

---

## 5. Application

- (a) In this Agreement the following clauses apply to State Mail Employees only:
  - (i) Clause 11 (Wages and Related Matters: State Mail Employees);
  - (ii) Clause 14 (Hours of Work: State Mail Employees only);
  - (iii) Clause 16 (Leave: State Mail Employees only); and
  - (iv) Clause 19 (Security of Employment: State Mail Employees)
- (b) In this Agreement, the following clauses apply to Toll Employees only:
  - (i) Clause 7(c) (Relationship to Award);
  - (ii) Clause 12 (Wages and Related Matters: Toll Employees and other Employees (excluding State Mail Employees during the Guarantee Period)); and
  - (iii) Clause 12 (Leave: Toll Employees only).
- (c) All other clauses of this Agreement are common to all Employees covered by this Award.
- (d) On the Expiry of the Guarantee Period those clauses listed at 5(a) will cease to have operation. All Employees including, for the avoidance of doubt, State Mail Employees will be subject to the clauses listed at 5(b).

---

## 6. Commencement and Duration of Agreement

- (a) The agreement shall come into effect from the date of certification, but shall operate from the date of agreement between the parties until 21 December 2007.
- (b) The agreement will continue to apply after it is expired until it is replaced by another agreement. This Agreement may be terminated in accordance with the Industrial Relations Act 1996 (NSW) (as amended)
- (c) 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 nominal expiry date.



---

## **7. Relationship to Award**

- (a) Subject to (c) and (d) below, this agreement shall be read in conjunction with the Award and the Head of Agreement, provided that where there is any inconsistency, this Agreement will take precedence to the extent of the inconsistency.
- (b) 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.
- (c) The following clauses contained in the Heads of Agreement shall not apply to this agreement in respect to State Mail Employees during the Guarantee Period:
  - (i) clause 8;
  - (ii) clause 11;
  - (iii) clause 13;
  - (iv) clause 14;
  - (v) clause 15;
  - (vi) clause 18; and,
  - (vii) clause 20.
- (d) The following clauses of the Award shall not apply to the State Mail Employees during the Guarantee Period:
  - (i) clause 3;
  - (ii) clause 4;
  - (iii) clause 5; and
  - (iv) clause 6.

---

## **8. Employment**

- (a) Subject to clause (c) and (d) below, this Agreement shall constitute the entire agreement with respect to the conditions of employment for Employees.
- (b) Employees within each grade in the classification structure are to perform a wide range of duties including work that is incidental or peripheral to their main tasks or functions.
- (c) The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been trained in the use of such tools and equipment.
- (d) The Company shall have the right to vary from time to time the duties of an Employee's position description provided that if there are any substantial changes in the duties these will occur only after consultation with the Employee (State Mail Employees only) and only if the needs of the business require it.



**9. Duties**

- (a) All Employees engaged at the workplace (excluding offsite mailrooms and DX Exchanges) will be involved in flexible work requirements, as directed by Management and flexible work requirements will cover matters, such as, but not limited to: -

TASK	DRIVER	MAIL SORTER	DOCK HAND/ FORKLIFT OPERATOR
Driving including Pick Up & Delivery Runs	✓		✓ (On occasion)
Loading Linehaul & PUD Vehicles	✓		✓
Unloading Linehaul & PUD Vehicles	✓		✓
Lodging Mail	✓		✓ (On occasion)
Loading, Unloading Charter Aircraft			✓
Forklift Driving			✓
Use of Scanners	✓	✓	✓
Completing Documentation associated with Mail	✓	✓	✓
Weighing Mail	✓	✓	✓
Mail Sorting	✓	✓	✓
Operating MLOCR & Metering Machines etc		✓	✓

- (b) Training initiatives will be ongoing as per agreement in section 39 of the 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.
- (c) Employees will also perform work, which is ancillary or peripheral to their main duties as directed by the Company. When higher duties are performed the appropriate TWU grade will apply to payments.
- (d) The duties of Part Time Employees and Casual Employees shall be directed by the Company and shall be in accordance with this Agreement.



- (e) 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 Company.
- (f) 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. Please refer Annexure A. Run allocation process

---

## 10. Employee Commitments

The Employees and the TWU agree to:

- (a) Focus decision-making and worker responsibilities around business needs (i.e., clients, suppliers and having reliable runs and service);
- (b) Work in a safe and healthy manner (including the wearing of Safety vests etc);
- (c) Improve customer service expectations via continuous service improvement;
- (d) Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community, which a facility serves;
- (e) Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement;
- (f) Effectively perform their duties in line with business objectives and/or this Agreement;
- (g) Ensure Employees attend work and report absences immediately;
- (h) Maintain flexible runs to service the customer where Employee drivers are utilised;
- (i) Ensure Employees comply with the Company's Policies and Procedures and the Code of Conduct;
- (j) No unauthorised person/animal will be in a company vehicle during work time;
- (k) Work co-operatively with the Company ; and
- (l) Work with the Company to improve productivity

---

## 11. Wages and Related Matters: State Mail Employees

- (a) This clause 11 only applies to State Mail Employees during the Guaranteed Period. At the completion of the Guarantee Period, all State Mail Employees will be covered by the terms of clause 12 Wages and Related Matters: Toll Employees and other Employees (excluding State Mail Employees during the Guarantee Period) and clause 11 will cease to operate.
- (b) All State Mail Employee (s) covered by this Agreement will be paid as per the attached Annexure B.
- (c) For State Mail Employees, over Award Payments will be absorbed by future increases until such a time as the rates have achieved equalisation.



- (d) No new allowances will be applicable to this business as part of making this Agreement.

During the Guarantee Period, State mail Employees shall be entitled to the percentage increases to wages, as set out in clause 9 of the Heads of Agreement, but such increase shall be absorbed in any over ward payment being received by such employees.

For the purposes of calculating all overtime and/or any applicable shift loadings the employee's base rate shall be used for the purposes of any such calculations but a State Mail Employee shall be entitled to overtime for all hours worked in excess of 7 hours per day between 5 am and 6 pm Monday to Friday.

---

## **12. Wages and Related Matters: Toll Employees (excluding State Mail Employees during the Guarantee Period)**

### **12.1 Classifications**

- (a) The parties agree that the classification of work contained in the Award shall apply to work performed under this agreement.

### **12.2 Wage Increases**

- (a) Every Employee covered by this agreement will be paid the rates of pay for ordinary hours of work set out below. The rates are exclusive of income tax and superannuation contributions.

Employees, classified other than as **Mail Sorters**:

Grade 1	\$16.6539
---------	-----------

Employees, classified as:

- (i) Drivers;
- (ii) Fork Operators; and
- (iii) Transport Facilities Worker.

Grade 3	\$17.6519
---------	-----------



---

### **13. Payment of Wages**

Wages will be paid weekly into the Employee's nominated bank account.

---

### **14. Hours of Work: State Mail Employees Only**

- (a) During the Guaranteed Period, subject to any requirement to work reasonable overtime, the spread of ordinary hours of all Employees shall be 7 hours on any day, Monday to Friday and shall not exceed 35 hours per week.
- (b) After the Guaranteed Period expires, the ordinary house of work will revert to the hours set out in the Award.

---

### **15. Location**

Employees may be located at or be required to travel to other locations within the Sydney Metropolitan area (or if engaged in regional areas such as Newcastle, Wollongong, Gosford, Orange or Dubbo, to other sites in those locations as applicable), including at other business units of the Company, in the course of the employment as reasonably required.

---

### **16. Leave: State Mail Employees Only**

#### **16.1 Annual Leave**

- (a) At the Commencement Date, State Mail Employees may transfer up to twenty (20) days accrued annual leave unless all or part of this leave has been cashed out prior to the Commencement Date.
- (b) From the Commencement Date, annual leave will accrue under the *Annual Holidays Act 1944* (NSW) at the rate of twenty (20) days per year.

#### **16.2 Long Service Leave**

- (a) At the Commencement Date, State Mail Employees who have accumulated less than five (5) years service, will continue to accrue long service leave as if they had been employed by the Company since the State Mail Employee commenced service with the Government.
- (b) At the Commencement Date, State Mail Employees who have accumulated five (5) years or more service, will continue to accrue long service leave as if they had been employed by the Company since the State Mail Employee commenced service with the Government, less any extended or long service leave the State Mail Employee has elected to take or has cashed out prior to the Commencement Date.
- (c) From the Commencement Date, long service leave will accrue under the *Long Service Leave Act 1955* (NSW) at the rate of two (2) months for the first completed ten years of service and one (1) month for each subsequent completed five years of service.

#### **16.3 Sick Leave**

During the Guaranteed Period, State Mail Employees will accrue sick leave at the rate of ten (10) days per year. After this period, Employees will accrue sick leave at the rate as set out under the Award (currently eight (8) days per year).



## **16.4 Parental Leave**

State Mail Employees with approved paid parental leave, immediately prior to the Commencement Date, may take that leave during the Guaranteed Period at the approved time and rates. Otherwise, entitlement to parental leave will be in accordance with the provisions of the *Industrial Relations Act 1996* (NSW).

## **16.5 Continuity of Employment**

Subject to clause 16.2 sub-paragraph 0, for the purpose of calculating long service leave accruals only, State Mail Employees will be taken to have continuity of service from commencement of service with the Government. For all other purposes, including redundancy, a State Mail Employee's entitlement will be calculated from the Commencement Date.

## **16.6 Other Leave**

Entitlement to personal/carer's leave, bereavement leave, parental leave and jury duty leave are as set out under the Award.

---

## **17. Leave: Toll Employees (Excluding State Mail Employees during the Guarantee Period)**

### **17.1 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): -

### **17.2 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 hours will accrue in accordance with the 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 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 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 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. Superannuation**

- (a) Subject to sub-clauses (b) and (c) below, the Company will provide Employees with compulsory superannuation contributions in accordance with clause 15 (a) and (b), Superannuation, of the Heads of Agreement.



- (b) For the purpose of the relevant applicable superannuation laws, the Employee's ordinary time earnings shall be the rates of pay as set out in clause 12.2 sub-paragraph 12.2(a) (for Toll Employees and other Employees (excluding State Mail Employer during the Guarantee Period) and Annexure A for State Mail Employees during the Guarantee Period.
- (c) For Employees who are in a defined benefits fund, the Company will make the contributions to the fund at the required rate

---

## **19. Security of Employment: State Mail Employees**

- (a) Subject to sub-paragraph (b) below, State Mail Employees will be employed by the Company for at least the Guaranteed Period and for that period on the terms under this agreement.
- (b) During the Guaranteed Period the Company will not terminate the State Mail's Employee's employment for reasons of redundancy although the Company may terminate the employment for other reasons including but not limited to serious misconduct or prolonged or persistent absence from work without authorisation.
- (c) Notwithstanding the above sub-paragraphs (a) and (b), after the Guaranteed Period expires the employment will be governed by the Award or other award or industrial instrument which may be applicable to the employment at that time and this Agreement.

---

## **20. Redundancy**

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

---

## **21. 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.

- (a) Employees engaged under the sub-clause shall be paid an hourly rate calculated on the basis of 1/38<sup>th</sup> of the appropriate base rate prescribed by this Agreement (i.e., 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).
- (b) Permanent Part Time Employees shall be entitled to Award entitlements on a pro rata basis.
- (c) An employer must not convert a Full Time Employee to Permanent Part Time Employment without the written consent of the Employee concerned.
- (d) Minimum ordinary hours shall be 4 hours in any engagement.
- (e) 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.
- (f) 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 Award for the purpose of the casual ratio.
- (ii) TWU Site Delegates will have access to "labour establishment" records every 6 months, to enable them to verify ongoing ratios.
- (iii) Further that following the regular engagement of a casual for a period of 6 months the Employee will be offered and may accept a permanent/permanent part time position where practical.

---

## 22. Toll Personnel / Casual Employee Clause

- (a) A casual Employee is an Employee engaged as such and paid by the hour. Each period of such engagement will stand-alone.
- (b) A casual Employee for all ordinary time worked shall be paid on an hourly basis on thirty-eighth (1/38<sup>th</sup>) 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 (1/12<sup>th</sup>) payment in accordance with the Annual Holidays Act 1944, which is payment in lieu of receiving annual leave.
- (c) Casual Employees shall receive a minimum of 4 hours work in any engagement,
- (d) 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.
- (e) 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
- (f) 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.
- (g) A casual's ordinary hours can be arranged up to the ordinary hours of a full time Employee.
- (h) The casual hourly rate will be calculated as follows:
  - (i) Day work (example):
 
$$\text{Base Weekly rate} + 15\% \text{ loading} + 1/12 \text{ (of base rate)} \div 38 \text{ hours}$$

**= 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. i.e., Base Weekly rate + 15% ÷ 38 = Casual Hourly Rate (then overtime rates apply).

---

## **23. Labour Portability**

- (a) All Employees will work at whatever site they are required by The Company within the Metropolitan area of Sydney, subject to operational and customer requirements.
- (b) 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 0.
- (c) 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 23(a).
- (d) Consideration will be given to the Employee's qualifications, capabilities and specific product knowledge.
- (e) Transfers will occur after consultation and with the giving of seven (7) days notice to the Employee(s).

---

## **24. 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): -

### **24.1 Leave Circumstances**

- (a) In relation to shifts and related premiums it is agreed they will be calculated, as follows: -
  - (i) Shift Penalties will be calculated on a 38-hour week excluding overtime and day work.
  - (ii) Sick Leave will be paid in accordance with the Award, (as amended) and shift penalties will not apply to sick leave circumstances.
  - (iii) 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 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 Award (as amended).
  - (iv) 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.
  - (v) All the above forms of leave and other paid leave will be based on a 38-hour week calculation, excluding overtime circumstances.



- (vi) 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.

---

## 25. Supporting Flexibilities

- (a) As part of implementing work arrangements consistent with our business/customer needs the following will occur, as required by the company:
  - (i) Starting times may be staggered or varied to suit business and/or service needs subject to giving Employee(s) seven (7) days notice, Notice periods mentioned above may be waived, where the Company and Employee(s) agree in writing to do so.
  - (ii) Any new Employee other than a casual Employee shall be subject to three (3) month's probationary period.
  - (iii) Overtime in the first instance will be offered to permanent Employees

---

## 26. New Technologies

All Employee(s) agree to co-operate with the implementation of new technology initiatives. In conjunction with Clause 9 'Duties' 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.

---

## 27. Rostered Days Off (If applicable)

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

---

## 28. Dangerous Goods

- (a) 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;
- (b) The current award allowance for a Leading Hand will apply to the position.
- (c) The Company reserves the right to select the Employees for the position/s, and nominate the number required.

---

## 29. Drivers Positions

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

Refer to Annexure A.

---

## 30. No Extra Claims

It is agreed that no extra claims will be made by any party for the term of this agreement, including increases provided by a State Wage Case decision.

---

### **30. No Extra Claims**

It is agreed that no extra claims will be made by any party for the term of this agreement, including increases provided by a State Wage Case decision.

---

### **31. Amendment 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.

---

### **32. No duress**

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

---

### **33. Settlement of Disputes**

- (a) The parties have agreed that the following settlement of disputes procedure shall apply:
- (i) The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor;
  - (ii) If the matter is not settled, the employee or employees may request that the TWU delegate be involved in further discussions with the immediate supervisor;
  - (iii) If the matter is not settled discussions shall occur between the appropriate TWU official or officials and the Branch/Contract Manager;
  - (iv) If the matter is still not settled discussions shall occur between a senior TWU official or officials and the State Manager or the next senior manager; it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter;
  - (v) If the matter is not settled discussions shall occur between the senior TWU official or officials and the relevant General Manager ;
  - (vi) If the matter is still not settled, it shall be submitted to the Commission which shall conciliate and/or arbitrate the matter.
- (b) 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.
- (c) This settlement of disputes procedures 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 Employees.

---

### **34. Anti-Discrimination**

- (a) 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* (NSW) to prevent and eliminate discrimination in the workplace. This included discrimination on the





grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

- (b) 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.
- (c) Under the *Anti-Discrimination Act 1977* (NSW), 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.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing Junior rates of pay to persons under 21 years of age;
  - (iii) 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
  - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State of federal jurisdiction.
- (e) 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.

**Signed as an agreement.**

**Signed for and on behalf of Toll Pty Limited in the presence of:**

Signature of Witness

D Tamer

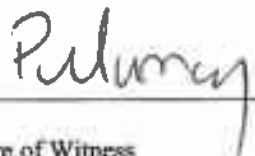
Name of Witness in full

STEVE McGUIRK 11/11/05

Signature

Signed for and on behalf of Transport Workers  
Union of New South Wales in the presence of:

  
Signature

  
Signature of Witness

PAT MURRAY  
Name of Witness in full



B.B. RICHALL TWO DOB.

11/11/01

G.R. L.T.

how me forrests DX MAIL REP!

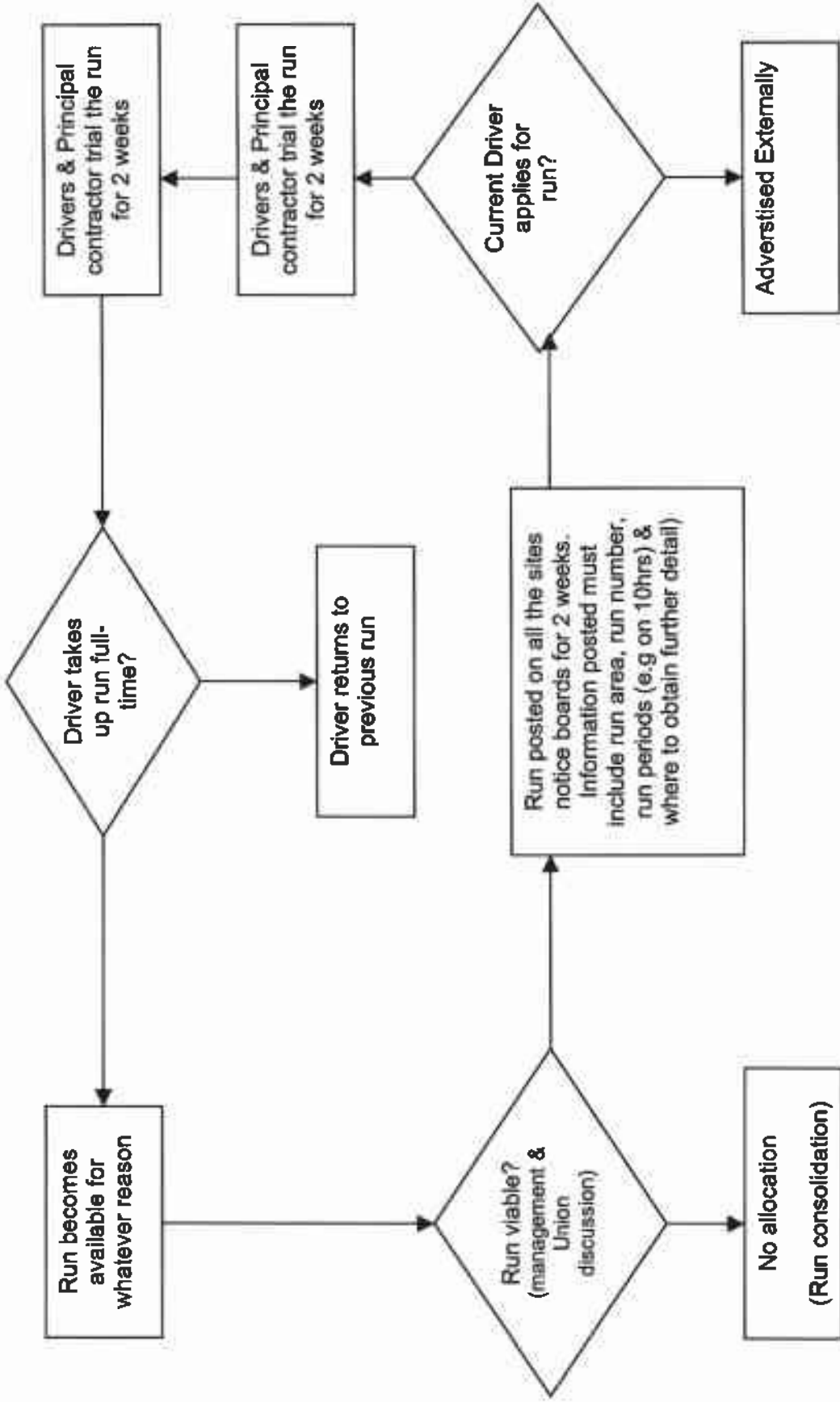


STAN MLINAC

DX MAIL REP ALSO

**Annexure A**

**Procedure for Run Allocation**



**Annexure B**

**Silverwater Remuneration  
(Excluding State Mail employees)**

	EGERTON ST MAILROOM SORTERS	ALEXANDRIA MAILROOM SORTERS	COMPANY DRIVERS	COMPANY FORKLIFT OPERATORS
<b>Current Agreements</b>	Clerical Award	TWU GRADE 1	TWU GRADE 3	TWU GRADE 3
<b>New Agreement</b>	TWU GRADE 1	TWU GRADE 1	TWU GRADE 3	TWU GRADE 3