

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA19/03

TITLE: Toll Contract Carriers Agreement 2018 - 2020

CASE NO: 2019/97089

DATE APPROVED/COMMENCED: 12 April 2019 / 1 July 2018

TERM: 24 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 6 September 2019

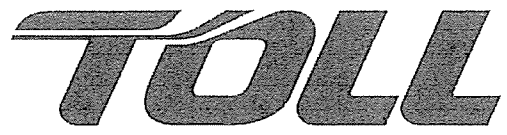
NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies too all contract carriers engaged by Toll Holdings Limited, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

PARTIES:

Toll Holdings Limited & Transport Workers' Union of New South Wales



Toll Contract Carriers Agreement 2018-2020

Table of Contents

1.	Title	3
2.	Objects	3
3.	Definitions	3
4.	Coverage.....	5
5.	Term of Agreement	5
6.	Relationship to the Determination and Local Agreements	6
7.	Conduct of the Parties.....	6
8.	No extra claims	6
9.	Local Agreements.....	7
10.	Consultation on workplace change	7
11.	Dispute resolution procedure	8
12.	Toll Values	9
13.	Toll commitment.....	10
14.	Carrier commitment.....	11
15.	Union commitment	11
16.	Probation period	11
17.	Rates	11
18.	Alternative payment arrangements	14
19.	Uniforms and protective clothing.....	14
20.	Compliance with Obligations	15
21.	Safe system of work	16
22.	Health and Safety Committees	17
23.	Drug and alcohol testing.....	17
24.	Union Recognition.....	18
25.	Union Delegates.....	18
	25.1 Identification of delegates.....	18
	25.2 Delegates' role and responsibilities	18
	25.3 Delegates' meetings	20
26.	Training, inductions and related matters.....	21
	26.1 New Carriers	21
	26.2 Blue Card Induction Program	21
	26.3 Union Induction.....	21
	26.4 Ongoing training.....	22

27.	Advisory Forum.....	23
28.	Fleet Operators.....	23
29.	Redundancy.....	23
30.	Incorporation of Carriers.....	24
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1. Title

This Agreement will be referred to as the Toll Contract Carriers Agreement –2018 - 2020.

2. Objects

The objects of this Agreement include the following:

- (a) job security, effective workplace representation and training;
- (b) enhancing the safety of Toll's operations;
- (c) maintaining the safety net and enhancing fair working conditions;
- (d) enhancing the productivity and efficiency of Toll's operations.

3. Definitions

Act means the *Industrial Relations Act 1996 (NSW)*.

Agreement means this agreement.

Advisory Forum means the forum established by clause 46 of the National Enterprise Agreement.

Blue Card means the Blue Card WHS Induction and Skills Passport, a work, health and safety initiative for the transport and logistics industry (TLIF1001 "Follow Work Health and Safety Procedures") nationally recognised Level 1 training competency.

Business means:

- (a) any one of the following businesses operated by the Group, and includes any of these businesses as renamed, consolidated or amalgamated:
 - (i) Express Parcels;
 - (ii) Intermodal and Specialised;
 - (iii) Tasmania/Shipping;
 - (iv) Retail/Consumer/Healthcare;
 - (v) Industrials;
 - (vi) Energy;

- (vii) Mining;
- (viii) Linehaul; and

(b) any new business acquired by Toll during the Term which engages a Carrier.

Carrier means an Owner-Driver engaged by Toll who falls within the jurisdiction of the Determination.

Commission means the Industrial Relations Commission of New South Wales.

Contract of Carriage has the meaning given to it by section 309 of the Act.

Determination means the Transport Industry – General Carriers Contract Determination.

Dispute means any dispute or grievance that arises at the workplace between a Carrier or Carriers and Toll, or between the Union and Toll, about the interpretation or application of this Agreement or in relation to any matters pertaining to the relationship between Toll and a Carrier (or Carriers).

Drug and Alcohol Procedures means the global drug and alcohol policy and procedures that are, subject to clause 23, issued by Toll from time to time.

Group means Toll Holdings Limited and each of its wholly-owned subsidiaries in Australia.

Local Agreement means a contract agreement between Toll and Carriers in any Business, or at any site, made under Chapter 6, Part 3 of the Act, which is specific to that Business or site.

National Enterprise Agreement means the Toll – TWU Enterprise Agreement 2017-2020 made pursuant to the *Fair Work Act 2009 (Cth)*.

New Carrier means a Carrier who is first engaged by Toll after the Operative Date.

Operative Date means the date on which this Agreement is approved by the Commission.

Owner-Driver means:

- (a) a natural person who carries on a business of transporting goods in a single vehicle supplied by him or her and operated by him or her (whether solely or with the use of relief operators);
- (b) a corporation (other than a listed public company) that carries on a business of transporting goods in a single vehicle supplied by the corporation or an officer of the corporation and operated by an officer of the corporation (whether solely or with the use of additional or relief operators); or

(c) a partnership of persons referred to in paragraph (a).

Parties means Toll, the Union and the Carriers.

TEACHO means Training Education Audit Compliance Health Organisation Limited.

Term means the period described in clause 5.

Toll means any member of the Group which engages a Carrier in one of the Businesses.

Union means the Transport Workers' Union of New South Wales.

4. Coverage

(a) This Agreement applies to and is binding on Toll, all Carriers and the Union.

(b) The definition of "Owner-Driver" in clause 3 is not intended to extend, and will not be interpreted as extending, the scope of this Agreement beyond the Contracts of Carriage to which the Determination applies.

5. Term of Agreement

This Agreement will commence operation on the Operative Date and will have a nominal term commencing on the Operative Date and expiring on 30 June 2020 (Term).

6. Relationship to the Determination and Local Agreements

- (a) This Agreement is to be read in conjunction with the Determination, and will prevail over the Determination to the extent of any inconsistency.
- (b) This Agreement is to be read in conjunction with any Local Agreement, whether made before or after the Operative Date. This Agreement will prevail over a Local Agreement to the extent of any inconsistency.

7. Conduct of the Parties

- (a) The Parties agree that mutual respect and good faith is necessary to achieve an efficient and mutually beneficial relationship.
- (b) Further to the Parties' aim of achieving an efficient and mutually beneficial relationship, the Parties agree to act in good faith in fulfilling their respective functions and obligations under this Agreement.
- (c) For the purposes of this Agreement, "good faith" requires the parties to:
 - (i) deal with one another honestly and genuinely, and in a manner which maintains the integrity of this Agreement;
 - (ii) take an honest and genuine approach to the resolution of any Disputes arising between them;
 - (iii) refrain from capricious or unfair conduct that undermines the Agreement;
 - (iv) give genuine consideration to, and respond to, the positions and proposals of other Parties in relation to any Disputes; and
 - (v) disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner.

8. No extra claims

- (a) During the Term the Carriers must not pursue any further claims in respect of any terms and conditions of engagement, including but not limited to rates of pay and allowances.

- (b) This clause 8 is not intended to preclude discussions under clause 9 for a Local Agreement that delivers mutual benefits to the Parties.

9. Local Agreements

Toll and the Carriers in any Business, or at any site, may agree to enter into a Local Agreement, which will be specific to that Business or site. Any Local Agreement must be consistent with the matters dealt with in this Agreement.

10. Consultation on workplace change

- (a) If Toll is considering workplace changes that are likely to have a significant effect on Carriers, it will consult with the Union and any Carriers who will be affected by any proposal.
- (b) As soon as practicable Toll must discuss with the Union and relevant Carriers the introduction of the change, the effect the change is likely to have on the Carriers, the number of any redundancies, the persons or class of persons likely to be affected and any reasonable alternatives to the change or redundancy. Toll must discuss measures to avert or mitigate the adverse effect of the change on the Carriers.
- (c) Toll will give prompt and genuine consideration to matters raised about the change by the affected Carriers and the Union.
- (d) As soon as a final decision has been made, Toll must notify the Union and the Carriers affected, in writing, and explain the effects of the decision.
- (e) In the event that a Dispute arises in respect to any decision, proposal or consideration to effect any change, the parties agree to follow the disputes procedure in clause 11, and until the Dispute is resolved in accordance with that procedure the status quo before the Dispute arose will be maintained and work will continue without disruption.
- (f) A reference to a change that is "likely to have a significant effect on Carriers" includes but is not limited to:
- (i) the termination of a Carrier's engagement;
 - (ii) major change to the composition, operation or size of Toll's workforce or to the skills required of, or vehicles required to be provided by, Carriers;

- (iii) the elimination or diminution of a significant number of job opportunities;
- (iv) the significant alteration of hours of work;
- (v) the need to relocate Carriers to another workplace;
- (vi) the restructuring of jobs; or
- (vii) any variation to the Drug and Alcohol Procedures.

11. Dispute resolution procedure

- (a) In the event that a Dispute arises, and subject to clause 11(b), the Parties will attempt to resolve the Dispute through consultation at the area within a Business at which the Dispute arises..
- (b) Clause 11(a) will not prevent a Dispute being referred directly to the Commission under clause 11(c) where the nature of the Dispute requires the Commission's immediate involvement.
- (c) If the Dispute is unable to be resolved through consultation under clause 11(a), or clause 11(b) applies, the Dispute may be submitted to the Commission for conciliation. For this purpose, it is agreed that the action the Commission may take includes:
 - (i) arranging conferences of the parties or their representatives at which the Commission is present; and
 - (ii) arranging for the parties or their representatives to confer among themselves at conferences at which the Commission is not present.
- (d) If the matter is not resolved in conciliation conducted by the Commission, the Parties agree that the Commission will proceed to arbitrate the Dispute and/or otherwise determine the rights and/or obligations of the parties to the Dispute. In relation to such an arbitration, the Parties agree that:
 - (i) the Commission may give all such directions and do all such things as are necessary for the just resolution of the Dispute. The Commission may exercise powers of conciliation, arbitration and declaratory relief in

- relation to the Dispute, including all related procedural powers such as those in relation to hearings, witnesses, evidence and submissions;
- (ii) the Commission should apply the rules of evidence that would ordinarily apply to a hearing before the Commission under the Act;
 - (iii) before making a determination, the Commission will give the parties an opportunity to be heard formally on the matter(s) in dispute; and
 - (iv) in making its determination, the Commission will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
- (e) The decision of the Commission will be binding on the Parties subject to the following agreed matters:
- (i) there will be a right of appeal to a Full Bench of the Commission against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Bench may allow;
 - (ii) the appeal will be conducted in accordance with the legal principles applying to an appeal in the strict sense;
 - (iii) the Full Bench, or a single member on delegation, will have the power to stay the decision pending the hearing and determination of the appeal; and
 - (iv) the decision of the Full Bench in the appeal will be binding upon the parties.
- (f) Until the matter is resolved by agreement, conciliation or arbitration, the status quo before the Dispute arose will be maintained and work will continue without disruption. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

12. Toll Values

The Parties will treat each other, and perform their respective rights and obligations under this Agreement, in accordance with the Toll values of:

- (a) integrity and trust;
- (b) safety;
- (c) continuous improvement;
- (d) teamwork; and
- (e) being open and transparent.

13. Toll commitment

Toll commits to:

- (a) the full-time engagement of its Carriers wherever possible, subject to commercial and operational considerations;
- (b) subject to reasonable practical requirements, such as adequately servicing industry peaks, to promote job security through the full utilisation of full-time Carriers before the engagement of part-time Carriers, or casual, labour hire or outside hire workers;
- (c) requiring, in co-operation with the Union, that Carriers, when engaged by Toll to perform work on Toll's behalf, abide by all legal obligations including, but not limited to, compliance with any applicable industrial instrument, compliance with driving hours and compliance with occupational health and safety laws. Toll will, having regard to section 127 of the Act, implement appropriate contract and invoicing requirements; and
- (d) only enter into collective contract agreements, as defined in, and in accordance with the *Industrial Relations Act 1996*, with its Carriers for the Term, and only offer terms of engagement to each Carrier that apply subject to any such agreements; and
- (e) ensuring that where a Carrier takes leave and, with the prior approval of Toll, employs a relief driver to undertake the work that the Carrier would otherwise perform, the Carrier's employee is paid the rates applicable at the relevant business unit or site whilst performing that work. During such period, the Carrier will receive no more than the amount that the Carrier would otherwise be paid for performing the work themselves.

14. Carrier commitment

The Carriers commit:

- (a) to performing their duties faithfully and diligently;
- (b) to provide faithful service during their engagement with Toll and to act in Toll's best interests at all times; and
- (c) to promote Toll's interests, prosperity and reputation.

15. Union commitment

The Union commits:

- (a) that in exercising its representative role under this Agreement it will do so in accordance with this Agreement provided that this commitment will not preclude the Union from exercising its organisational objectives in an appropriate manner; and
- (b) to work cooperatively with Toll to enhance the standards and conditions in the markets in which Toll operates.

16. Probation period

- (a) All New Carriers will serve a 3 month probation period. Toll will decide, prior to the expiration of the probation period, whether the Carrier is to be offered further Contracts of Carriage.
- (b) During the probation period, Toll or the Carrier may terminate the engagement by the giving of 1 weeks' notice.

17. Rates

- (a) Toll will ensure that each Carrier receives a labour component equal to the applicable wage rate payable for the relevant vehicle used by the Carrier at the site at which they are engaged.
- (b) Under no circumstances will a Carrier receive a labour component that is less than 10% above the relevant wage rate that the Carrier would receive as an employee under the Road Transport and Distribution Award 2010 for the Carrier's classification.

- (c) Without limiting clause 17(a), Toll will increase the labour rate payable to each Carrier as follows:
 - (i) by 2% from the first full pay period on or after 1 July 2018; and
 - (ii) by 2% from the first full pay period on or after 1 January 2019.
- (d) In addition to the increases referred to in clause 17(c), the Carriers will be entitled to a further increase to their labour rate of 1% effective from the first full pay period on or after 1 July 2019 if employees under the National Enterprise Agreement receive an increase in their wage rate pursuant to clause 34.1(d) of the National Enterprise Agreement.
- (e) The labour component referred to in this clause 17 will absorb any increases:
 - (i) awarded by the Commission by way of an increase to the rates of pay contained in the Determination; or
 - (ii) contained in a Local Agreement; or
 - (iii) contained in any other site- or Business-specific contract or arrangement, whether registered or otherwise.
- (f) Notwithstanding anything contained in a Local Agreement, there will be no increases during the Term to any allowances paid to Carriers. For the avoidance of doubt there will be no reduction in allowances paid to Carriers.
- (g) Subject to clause 17(h), the running and fixed cost component of the Carriers' remuneration will be varied in accordance with movements, excluding labour, in the Determination.
- (h) If the running and fixed cost component of the Carriers' remuneration exceeds that payable under the Determination, Toll may absorb any movements in the Determination, excluding labour, into the overpayment.
- (i) In addition to the increases referred to in clause 17(c) and (d), Toll will pay to the Carriers a daily allowance equal to 1.5% per hour worked Monday to Friday, to a maximum of 8 hours.
- (j) The amount of the allowance referred to in clause 17(j) will increase by the amount of, and at the same time as, any percentage increases in the rates of superannuation

contributions paid on behalf of employees pursuant to clause 35 of the National Enterprise Agreement.

- (k) Toll may, at its discretion, choose to pay the amounts referred to in clauses 17(j) and (k) as a one-off annual payment, rather than as an allowance.

18. Alternative payment arrangements

- (a) Toll may choose to remunerate a Carrier by way of piece rate or other incentive rate system of payment.
- (b) Where Toll remunerates a Carrier by way of a method as described in clause 18(a), the Carrier will receive:
 - (i) a labour component equal to the applicable wage rate payable at the site at which the Carrier is engaged for the type of vehicle operated by the Carrier; and
 - (ii) subject to clause 18(c), a total remuneration which is no less than what the Carrier would otherwise have earned for work performed had the Carrier been remunerated in accordance with the Determination.
- (c) For the purposes of clause 18(b)(ii), the Carrier's remuneration can be averaged over a 3 month period as follows:
 - (i) January, February and March;
 - (ii) April, May and June;
 - (iii) July, August and September; or
 - (iv) October, November and December.
- (d) For the avoidance of doubt, any alternative payment method adopted by Toll under clause 18(a) can be designed to incorporate the applicable labour component as well as any running and fixed costs provided for in the Determination.

19. Uniforms and protective clothing

- (a) If a Carrier is:
 - (i) engaged by Toll on a regular and systematic basis (known colloquially as a "tied", "captive" or "core" Carrier); and
 - (ii) required to drive a vehicle or pull trailers bearing Toll's livery,Toll will provide that Carrier with a uniform at no cost to the Carrier.

- (b) Toll may provide Carriers with protective clothing and personal protective equipment (PPE) at no cost to the Carrier.
- (c) Where the conditions in clause 19(a)(i) and (ii) are not met, it is at Toll's discretion whether it will provide Carriers with uniforms, protective clothing and PPE.
- (d) Toll will not be required to provide uniforms, protective clothing or PPE to alternative or relief drivers who may be engaged by a Carrier.
- (e) The Carriers must wear any uniforms and protective clothing provided to them.
- (f) The Carriers will utilise any PPE provided to them by Toll.
- (g) Carriers must not alter, modify or change the appearance of uniforms, protective clothing and PPE provided to them by Toll in any manner contrary to operating instructions or training or in a manner which is likely to affect the performance of that clothing or PPE. Carriers must not alter, modify or change the appearance of uniforms provided to them by Toll in a manner or to an extent which would hinder or deface company identification.
- (h) Carriers must keep all uniforms, protective clothing and PPE in a clean, neat and tidy condition.
- (i) Uniforms and protective clothing will be replaced by Toll on a fair wear and tear basis. In such circumstances, new clothing will be exchanged for the worn items.
- (j) Uniforms, protective clothing and PPE must be returned by a Carrier on the termination of their engagement.

20. Compliance with Obligations

- (a) Toll will comply with:
 - (i) all applicable workplace health and safety legislation (and codes of practice arising under such legislation);
 - (ii) all applicable "chain of responsibility" legislation; and
 - (iii) any law regulating maximum driving and working hours and minimum rest times.
- (b) The Carriers and the Union will:

- (i) take all reasonable steps to assist Toll meet the obligations in clause 20(a);
- (ii) comply with any obligations imposed on them by the legislation and codes of practice referred to in clause 20(a); and
- (iii) participate in forums convened by Toll from time to time to discuss safety matters.

21. Safe system of work

Toll and each Carrier will take all reasonable steps to ensure that all work performed by the Carrier is performed in accordance with a safe system of work which must include, where appropriate but not necessarily be limited to the following:

- (a) Ensuring that all transport work is performed in accordance with documented safe scheduling plans and shift rosters that take account of the following:
 - (i) the trip to be undertaken by a driver;
 - (ii) the actual time required to perform the freight task safely;
 - (iii) the actual distance travelled to perform the freight task safely including any urban driving observance of any detour or road block;
 - (iv) fatigue-related safety concerns;
 - (v) the number and types of loads transported by the driver each trip and the time reasonably required to load and unload taking into account loading and unloading schedules and practices, delays and queuing times; and
 - (vi) the period and frequency and likelihood of mechanical interruptions.
- (b) Ensuring, where appropriate, that all transport work is performed in accordance with documented systems which manage the risk of driver fatigue including, but not limited to:
 - (i) methods for assessing the suitability of drivers;
 - (ii) systems for keeping accurate records of the start and finish times of each shift or freight task performed by a heavy vehicle driver and the relevant dates over which a shift or freight task occurs and the total number of

- waking hours for each driver (regardless of whether or not those hours were paid or unpaid);
- (iii) systems for reporting hazards and incidents;
 - (iv) systems for monitoring driver's health and safety;
 - (v) training and information about fatigue that is provided to drivers;
 - (vi) systems for managing loading and unloading schedules and practices, including queuing practices;
 - (vii) systems for reporting accidents, near misses, possible hazards or mechanical failures and contingencies to manage the risk of driver fatigue; and
 - (viii) safe driving plans and a drug and alcohol policy consistent with applicable legislation and industrial instruments.

22. Health and Safety Committees

- (a) Toll will establish Health and Safety Committees in consultation with employees, Carriers and the Union, in accordance with applicable legislation.
- (b) When determining the constitution of a work group, who will be members of the Health and Safety Committee and the process for the election of a Health and Safety Representative (HSR) or Deputy Health and Safety Representative (DHSR) Toll will consult with employees, Carriers and the Union.
- (c) Toll will ensure that all members of its Health and Safety Committees, HSRs and DHSRs are provided with the appropriate and accredited WHS training as required under applicable legislation within 3 months of their election.
- (d) Toll and the Union will not in any way hinder or seek to pressure or influence a HSR or DHSR in the performance of their duties.

23. Drug and alcohol testing

The Drug and Alcohol Procedures applying to Toll's global operations as at the date this Agreement is made are attached as Attachment 1, but they do not form part of this Agreement.

- (b) Subject to Toll undertaking consultation in accordance with clause 10(f)(vii), Toll may vary the Drug and Alcohol Procedures to address any governmental, regulatory, technological or reasonable operational changes.
- (c) The Carriers acknowledge and agree that the Drug and Alcohol Procedures operate in conjunction with, and not in replacement of, any other drug or alcohol testing procedures that Toll is now, or may later be, required to implement as a result of governmental, regulatory or customer demands.

24. Union Recognition

Toll recognises the Union as capable of representing the Carriers and acknowledges that the Union has the right to manage its own affairs and to organise Carriers in the workplace.

25. Union Delegates

25.1 Identification of delegates

The Union must provide Toll with a complete list of all Carrier delegates in the Group throughout New South Wales, and ensure that Toll is promptly advised of any changes to the list as required.

25.2 Delegates' role and responsibilities

- (a) Toll acknowledges that each Union delegate is entitled to:
 - (i) be treated fairly and to perform their role as Union delegate or workplace representative without any discrimination or victimisation;
 - (ii) recognition by Toll that Union delegates speak on behalf of the Union members in the workplace;
 - (iii) bargain collectively on behalf of Union members in the workplace;
 - (iv) consultation on matters affecting Union members;
 - (v) address New Carriers about the benefits of Union membership at the time that they commence work with Toll in accordance with clause 26.3;
 - (vi) discuss Union and workplace matters with all Carriers at the workplace who consent to such discussions, which will take place during breaks or outside of business hours;

- (vii) reasonable access to a telephone, facsimile, photocopying, internet and email and office facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union; and
 - (viii) place Union information on a notice board in a prominent location in the workplace.
- (b) Toll acknowledges, and will in no way hinder, the following functions of Union delegates:
- (i) to provide awareness and understanding of the Union's aims and achievements whenever possible;
 - (ii) to know the profile of Union members in the workplace;
 - (iii) to recruit and involve Carriers in the Union and its activities;
 - (iv) to be approachable and helpful to Union members in the workplace;
 - (v) to seek out and encourage other Union members to take on roles and responsibilities;
 - (vi) to provide up to date and relevant Union information to Union members in the workplace;
 - (vii) to represent the views of the members;
 - (viii) to represent Union members fairly and accurately in negotiations and in relation to individual grievances;
 - (ix) to keep in regular contact with the Union organiser and other Union representatives in the workplace about matters pertaining to the workplace.
- (c) Union delegates also have responsibilities (as do all persons engaged by Toll), which include:
- (i) acting in manner consistent with and appropriate to their role;
 - (ii) raising workplace issues in a timely fashion and working co-operatively to resolve issues;
 - (iii) dealing appropriately with all Carriers and Toll employees; and

- (iv) using equipment made available in a manner consistent with Toll policies, provided that this commitment will not preclude a delegate from exercising his or her representational role in an appropriate manner.
- (d) Union delegates will be allowed such reasonable time during working hours, as may be agreed between Toll and the delegates, to attend to the functions outlined above.
- (e) Other than as expressly specified, this clause 25.2 does not confer on Union delegates any additional remuneration, paid leave, or other benefit, above and beyond the benefits specified in other clauses in this Agreement.

25.3 Delegates' meetings

- (a) Carrier delegates will be entitled to attend Union delegates meetings subject to the conditions set out below.
- (b) Delegates' meetings will be conducted, as far as practicable, at a time that has the least operational inconvenience for Toll.
- (c) The Union must provide Toll with at least 7 days' notice in writing of a delegates meeting.
- (d) Toll will not be required to release a delegate to attend more than 2 delegates' meetings per quarter provided that delegates may attend up to 2 delegates' meetings in addition to the annual delegates conference in the quarter in which such conferences are held.
- (e) The number of delegates attending at delegates meetings will be restricted to no more than 2 delegates from each business unit or contract where Toll engages more than 20 Carriers. Where fewer than 20 Carriers are engaged only 1 delegate will be released.
- (f) The limitations in clause 25.3(e) will not apply in respect of the Union's annual conference or for report back meetings connected with the negotiations for the agreement to replace this Agreement.
- (g) Delegates who are released to attend meetings under this clause will be paid in accordance with the custom and practice applying to their site or Business, or as a

minimum payment at their applicable hourly labour rate for the time spent at the meetings and the time reasonably spent travelling to and from work to the meetings.

26. Training, inductions and related matters

26.1 New Carriers

A New Carrier commencing work with Toll will be trained in:

- (a) occupational health and safety;
- (b) the Drug and Alcohol Procedures;
- (c) their rights and obligations under this Agreement; and
- (d) the importance of supporting a culture of continuous improvement and of assisting Toll to meet its commitments to its customers.

26.2 Blue Card Induction Program

- (a) Toll will train all New Carriers in Blue Card.
- (b) The Parties recognise:
 - (i) that safety and induction training should where possible exceed the requirements of Blue Card; and
 - (ii) the importance of maintaining and enhancing Blue Card requirements through their involvement in TEACHO.

26.3 Union Induction

- (a) Representatives of the Union will be given an opportunity to induct all New Carriers who commence with Toll after the Operative Date in accordance with the following procedure:
 - (i) the induction will take place on a site at which work is being performed;
 - (ii) a room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
 - (iii) 30 clear minutes will be allowed for the induction to take place;

- (iv) prior to the induction there will, at the Union's request, be posted in a prominent position accessible to all Carriers a Union generated notice describing the purpose of the induction and setting out any other relevant information.
- (b) Toll and the Union will consult on organising the most effective time for Union inductions to occur. Where possible, Union inductions will occur at the same time as Toll conducts Carrier inductions, or in conjunction with other Union training.
- (c) To facilitate Union inductions, Toll will at a local level provide the Union with reasonable notice as to when Carrier inductions are to occur.
- (d) Where Union inductions do not occur at the same time as Toll conducts a Carrier induction or in conjunction with other Union training, the relevant Union organiser and Toll manager will agree on a mutually suitable time for the Union induction to occur, which must be within 30 days of that discussion.

26.4 Ongoing training

- (a) Toll will provide existing Carriers with the opportunity and time to attend a two hour safety course, such course to be determined by Toll, conducted on site or other agreed place at an agreed time. Such training will be conducted within a reasonable time of signing this Agreement.
- (b) Toll will enrol and provide existing Carriers with the opportunity and time to attend driver fatigue management programs as appropriate.
- (c) Carriers attending training under this clause 26.3 will be paid in accordance with the custom and practice applying to their site or Business, or as a minimum payment their applicable labour rate for the time spent at the training plus the time reasonably spent travelling to and from work to attend the training.
- (d) Subject to any statutory obligations binding on Toll to the contrary, it will be entirely a matter for Toll to determine what person, firm, organisation or company provides Carriers with any training required under this Agreement.

26.5 Delegates Training

- (a) The Union may request that a delegate be released to attend training. Any request must be made at least 7 days before the intended training.

- (b) Toll will not unreasonably refuse a request to release a delegate for training.
- (c) Delegate training must be organised in a manner that does not affect site operating efficiency.
- (d) Delegates attending training under this clause 26.4 will be paid in accordance with the custom and practice applying to their site or business, or as a minimum payment their applicable labour rate for the time spent at the training plus the time reasonably spent travelling to and from work to attend the training.

27. Advisory Forum

The Parties acknowledge and agree that matters affecting or relating to Carriers may be the subject of discussion in the Advisory Forum.

28. Fleet Operators

This Agreement is to be taken to incorporate clause 52 of the National Enterprise Agreement.

29. Redundancy

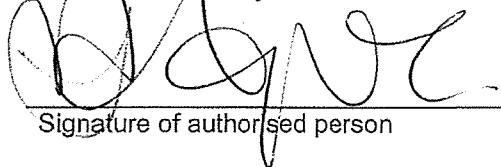
- (a) A redundancy occurs where Toll decides that it no longer requires the job that a Carrier has been doing to be done by anyone and that decision leads to the termination of the Carrier's engagement by Toll.
- (b) Toll commits to using redundancy as a last resort.
- (c) In a redundancy situation Toll will:
 - (i) undertake consultation in accordance with clause 10; and
 - (ii) explore, in consultation with the affected Carrier(s) and the Union, opportunities for suitable alternative work for the affected Carrier(s).
- (d) The selection of Carriers for redundancies, and the criteria to be applied in making that selection, will be at Toll's reasonable discretion. Selection criteria for redundancies may include:
 - (i) identification of the skill sets which Toll requires be maintained;
 - (ii) expressions of interests for volunteers for redundancy; and

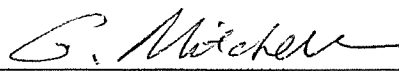
- (iii) "last on, first off".
- (e) In the event that a redundancy occurs, an affected Carrier will be entitled to a severance payment calculated in accordance with the Transport Industry – Redundancy (State) Contract Determination, unless the Carrier has a greater entitlement arising under a Local Agreement or custom and practice applying to their site or Business.
- (f) A Carrier will not be entitled to receive a severance payment if Toll obtains for them suitable alternative work. For the avoidance of doubt, such suitable alternative employment can include engagement with a company other than Toll.

30. Incorporation of Carriers

- (a) It is Toll's preference that all Carriers be incorporated companies.
- (b) Toll may make it a requirement in any Business that New Carriers:
 - (i) must be incorporated companies; and
 - (ii) must maintain that status for the entirety of their engagement with Toll;
and
 - (iii) may have their engagement terminated if they cease to be incorporated.
- (c) The Parties may through a Local Agreement agree on terms on which Carriers who are not incorporated become incorporated.

Signed for Toll Holdings Limited and each of its Australian wholly-owned subsidiaries:


Signature of authorised person


Signature of witness

On behalf of Rick Willmott
Name and position of authorised person in full
EHM-employee Relations

GARY JAMES MITCHELL
Name of witness in full

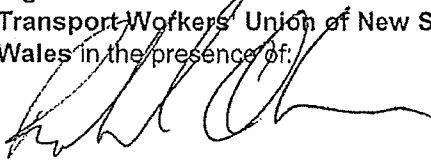
12/32 Walker Street, North Sydney
Address


12/32 WALKER ST
Address
NORTH SYDNEY

26. Mar. 19
Date of signing

26/3/19
Date of signing

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


Signature of State Secretary


Signature of witness

Richard Olsen
Name of State Secretary

Gavin Webb
Name of witness in full

31 Cowper Street

31 Cowper Street

Parramatta NSW 2150
Address

Parramatta NSW 2150
Address

25 February 2019
Date of signing

25 February 2019
Date of signing