

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/47

**TITLE: Toll Logistics, Food and Beverage Division, Tooheys Brewery  
Contract, Enterprise Agreement, November 2003**

**I.R.C. NO:** IRC3/6167

**DATE APPROVED/COMMENCEMENT:** 26 November 2003

**TERM:** 30 June 2006

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/14

**GAZETTAL REFERENCE:** 5 March 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to those employees of Toll Logistics, a division of Toll Transport Pty Limited, at the Company's Lidcombe, Newcastle, Dubbo and Grafton locations, who fall within the coverage of the Transport Industry (State) Award

**PARTIES:** Toll Logistics (Food & Beverage Division) -&- the Transport Workers' Union of New South Wales

Toll Logistics A Division of Toll Transport Pty Ltd Food & Beverage Division  
Tooheys Contract Enterprise Agreement November 2003

**ARRANGEMENT**

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**1. Title**

This Agreement shall be known as the Toll Logistics, Food and Beverage Division, Tooheys Brewery Contract, Enterprise Agreement, November 2003.

**2. Definitions**

"Act"	means the <i>NSW Industrial Relations Act 1996</i> as amended.
"Award"	means the Transport Industry State Award.
"Bullring Rate"	means the rate set out in Annexure 1 to this Agreement
"Business"	means the business carried on by the Company from its operations at Lidcombe, Newcastle, Dubbo and Grafton
"Commission"	means The Industrial Relations Commission of NSW
"Company"	means Toll Logistics, a Division of Toll Transport Pty Ltd (ACN 006 604 191).
"Day shift pick rate"	means the rate set out in the annexure to this Agreement
"Employees"	means employees of the Company who are eligible to be members of the Union and who are employed in the Business."
"Heads of Agreement"	means the 2002 Toll Transport and Transport Workers Union of Australia Heads of Agreement at Annexure 2 and any future agreements between both parties.

Tooheys Brewery"	means the Lion Nathan operations at Tooheys Brewery at 29 Nyrang Street, Lidcombe.
"Tooheys Warehouse Agreement"	means the Metropolitan Warehouse Contract between the Company and Lion Nathan which expires in December 2003.
"Union"	means the Transport Workers' Union of Australia, New South Wales Branch.

### **3. Parties to the Agreement**

The Parties to this Agreement are:-

Toll Logistics, A Division Of Toll Transport Pty. Limited Of 32 Walker Street, North Sydney, NSW 2060 (Acn No. 006 604 191)

The Transport Workers' Union Of Australia, New South Wales Branch Of Po Box 649, Parramatta, NSW 2124.

### **4. Duration**

- 4.1 Subject to clause 4.2, this Agreement shall operate until 30 June 2006.
- 4.2 In the event that the Tooheys Warehouse Agreement is not renewed, this Agreement will cease to have effect on 31 December 2003.
- 4.3 In the event that the Business changes with the implementation of a new warehouse agreement between the Company and Lion Nathan, prior to December 2003, the parties to this Agreement will enter into negotiations to review the operation of this agreement.
- 4.4 During the term of this Agreement, if there is a significant change in the current Business and warehouse operations, through industry or service changes, the parties agree they will enter negotiations to review this Agreement.

### **5. Agreement Freely Reached**

This Agreement was freely entered into by the Parties and does not result from any duress.

### **6. Relationship to the Award**

Except as provided by this Agreement, the conditions of employment of Employees shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award, this Agreement shall prevail.

### **7. Wage Increase**

Any wage increases paid during the term of this Agreement will be made in accordance with this Agreement, and, the Heads of Agreement.

### **8. No Extra Claims**

- 8.1 During the term of this Agreement, the Union and Employees will not make any wage or condition claims except where consistent with the "Heads of Agreement". The Heads of Agreement shall form part of this Agreement.
- 8.2 Should the parties agree upon adjustments to wages (other than those under clause 8.1), or, changes to conditions of employment during the term of this Agreement, such adjustments or changes will be reflected in variations to this Agreement approved by the Commission.
- 8.3 Any wage adjustments flowing from National or State Wage Case Decisions will be absorbed into any increases paid or allowable under clause 7 of this Agreement

- 8.4 No further adjustment will be made to the Day shift pick rate until such time as the day shift pick rate compares with the afternoon shift penalty Bullring Rate as shown in Annexure 1 to this Agreement.

### **9. No Disadvantage**

No Employee shall receive wages less than that provided by the Award or the 2002 Company agreement with the Union.

### **10. Objectives of This Agreement**

The objectives of this Agreement are:

Operate within flexible, responsive parameters to meet dynamic customer market requirements;

Develop a highly motivated, multi-skilled, flexible and adaptable workforce;

Foster co-operation between all staff in a climate of consultation through the recognition of the needs and concerns of all employees;

Remove inefficient work practices and processes in all areas of operation to ensure flexibility, timeliness and reliability of services;

Develop dynamic staffing levels and rosters;

Employee commitment to the Toll Logistics Business Improvement Program; and

Performance to meet specific KPIs.

### **11. Productivity Implementation**

- 11.1 Productivity improvements, carried out under the Award, will be introduced commencing on 1 November 2003.
- 11.2 Changes to the Bull Ring operation are detailed in Annexure 1 to this Agreement. The Company may consider or implement further changes to the Bull Ring in consultation with the Bull Ring employees. Such changes may include the movement of Friday picking to a Sunday picking operation.

### **12. Duties of the Employee**

Employees will perform their duties in accordance with their job descriptions, including any other additional or incidental duties as the Employee may be required to perform, from time to time, which falls within the scope of their skills and competence.

### **13. Multi Skilling & Training**

- 13.1 The Company is committed to a program of skill enhancement designed to provide:
- Increased productivity and flexibility for the Company and more fulfilling and rewarding jobs for the employee; and a workforce of multi skilled employees able to perform the full range of tasks required in the Business.
- 13.2 The Employee will perform such duties as are required by the Company that are within the employee's skill and competence.
- 13.3 To facilitate the acquisition of skills necessary for multi skilling, each employee will participate in any programs, courses, and any other means of training required such as induction training, safety training, duty of care, 'Chain of Responsibility' and forklift driver courses, arranged and paid for by the Company.

- 13.4 The Company will arrange, and employees will attend, appropriate induction training upon commencement of employment.

#### **14. Container Packing & Unpacking Rates**

- 14.1 The company will pay the rate of \$138.40 per container to employee(s) for loading/unloading loose cartons into 20 foot sea containers. This duty will either be performed outside normal working hours, or, in consultation with the team leader, within working hours, without the payment of the normal hourly rate. (The greater of the container rate or Heads of Agreement rate shall apply)
- 14.2 Any rate increases obtained by the Company from a client will be passed onto the employee(s). i.e. 2.5% increase from the client will result in 2.5% increase to the container rate received by employee(s).
- 14.3 Container loading / unloading will be offered to employees across the site on a fair and equal roster, but subject to those employees having been trained and capable of performing the duties.
- 14.4 Loading / unloading must be performed with a minimum of two employees working within the area for the purpose of Safety and OH&S issues.

#### **15. Amended Classifications and Higher Duties**

- 15.1 Employees whose primary duties require them to add, change or delete data in the following computer software programs shall be upgraded from the Award Grade 3 to Grade 4 in recognition of the skills attained and duties performed:
- Loscam Pallet System,
- Transit,
- Load Make Up,
- Mfg.Pro Cycle Count and Inventory Management, and
- Mfg.Pro Production Reporting and Credit Return System.
- 15.2 Selected employees, who have the requisite skills to act as Team Leader, will be designated by the Company as a Reserve Team Leader and will be paid at Award Grade 4. The Reserve Team Leader will be paid at the Award Grade 5 level (while performing the higher duties) when required by the Company to perform the duties of the Team Leader who is absent from the workplace.

#### **16. Company Drivers**

- 16.1 Current employees performing the duty of company driver will have use of the company vehicle to drive to/from work under the following conditions:

The vehicle will only be used for the use of driving to and from home / work.

A member of the Toll management team must grant permission for the use of the vehicle after hours.

Drivers will not be required to return to the depot at the completion of delivery run unless directed by the company or to secure product that cannot be secured within the vehicle. If a driver requests the vehicle to be returned to the depot to park overnight, all paperwork and unloading of pallets must be completed the next workday unless the driver is scheduled to take leave.

Payment of wages to the driver at the end of shift will be based on time taken to return to the depot or home at the completion of the last drop, depending on which scenario is closer. Drivers will not be paid to drive from home to the depot for start of shift. Drivers starting the run from home will be paid from the first pick up point or depot depending on which scenario is closer.

As part of the vehicle privilege, cleanliness of the vehicle and vehicle checks (oil, lights etc) are the responsibility of the driver and must be completed in his own time. Vehicle checks must be completed each morning and the vehicle must be kept clean at all times (weather permitting). The company will assist the union in finding suitable washing facilities should the driver not have any available.

16.2 New employees employed in the position of company driver will not have use of company vehicles to drive to and from work unless agreed upon by the Company.

16.3 Drivers will operate under the following conditions:

All paperwork and unloading of pallets must be completed the next workday unless the driver is scheduled to take leave.

As part of the vehicle privilege, cleanliness of the vehicle and vehicle checks (oil, lights etc) are the responsibility of the driver. Vehicle checks must be completed each morning and the vehicle must be kept clean at all times (weather permitting). The company will provide suitable washing facilities.

16.4 Drivers must adhere to all rest periods in accordance with National or State driving legislation and the Award.

16.5 Run sheets must be fully completed correctly detailing delays and information which affected the day's deliveries. Signatures must be obtained from outlets where ever possible.

### **17. Abandonment of Employment**

17.1 The Company will regard any employee to have abandoned employment if the employee fails to appear for work for three (3) consecutive days without properly notifying management.

17.2 Each employee shall notify management on a regular basis of any change in address and/or telephone number to allow management the opportunity to satisfy its' duty of care with respect to any absences.

### **18. Employee Ratios**

18.1 The ratio of permanent employees to non-permanent employees shall be in accordance with the Award. Permanency for long-term casuals will be considered as vacancies become available. Permanency will not be unreasonably withheld.

18.2 During peak periods, management, in consultation with the union, will be allowed flexibility to employ additional non-permanent employees in order to meet the demands of the business.

### **19. Rest Period Between Finish and Start Times**

When necessary, on a case-by-case basis, and, subject to any legal restrictions, there may be a reduction of mandatory breaks between shifts from 10 hours to 8 hours. The intention of this clause is to enable a warehouse worker on afternoon shift to complete his/her shift at 2200 hrs and be available to commence the morning shift at 0600 hrs.

### **20. Rostered Days Off**

20.1 Each Toll employee can choose, in writing, whether to work a 38 hour week with or without a Rostered Day Off (RDO). Those who choose to work without a RDO do so on the basis that there will be 8 hours of work each day paid at a time and a half rate for 0.4 hours (the time accumulated for the RDO). In the event that overtime is required, employees are still entitled to time and a half and double time. Employees can only change their selection after providing the Company with one months written notice.  
20.2

20.2 RDO's may be bought out, at an employee's discretion, if the employee has accumulated (5) five or more RDO's. The employee can apply to the Company to have some or all of the days converted into a money value calculated at the employee's hourly rate and paid into their weekly pay.

20.3 The following guidelines apply to the taking of RDO's:

They may not be combined with the taking of annual leave.

They may not be taken during peak periods designated by the Company including, but not limited to, Christmas period, Easter period, and Tooheys end of financial year.

20.4 Employees may apply to take (5) five RDO's consecutively during quiet periods. Approval will be at the discretion of the Company.

### **21. Annual Leave**

Annual leave and rostered days off are to be taken in accordance with the Toll Logistics - Tooheys Leave Policy.

### **22. Occupational Health and Safety**

Employees shall be committed to, and will comply with, relevant Toll and Tooheys Occupational Health and Safety policies, procedures and codes of practice, Chain of Responsibility Legislation and Duty of Care requirements.

### **23. Quality Accreditation**

23.1 All employees will demonstrate commitment to the Toll Business Improvement Program (including Quality Accreditation to ISO 9002 at Lidcombe and Dubbo).

23.2 Each employee accepts responsibility and accountability for his/her individual role in each job specific procedure to ensure a team ethos is cultivated and maintained.

### **24. Inspection of Vehicles**

Employees are required to perform routine daily inspections of their vehicles, i.e. forklifts, on which they work, including the checking of items such as water, oil, tyres, lights, safety equipment, hydraulic hoses, couplings, computer and electrical equipment and perform basic maintenance and cleaning of such where required.

### **25. Working Hours**

25.1 Employees on day shift will commence normal hours at 5.30am as required by the Company.

25.2 Job & finish will be allowed upon completion of duties within the area but only in consultation and with approval of team leaders. This will not apply when employees are required to assist other areas of the business during peak periods which include Christmas, Easter, and September i.e. Lion Nathan end of financial year.

### **26 Social Club**

26.1 A Social Club shall be created with the aim of fostering esprit de corps.

26.2 The Club will have a Committee comprising a nominated representative from each functional area and shall meet and arrange functions as agreed.

26.3 The Company has agreed to sponsor the Club to a maximum of \$300 per month excluding a subsidy for an annual Christmas Function.

26.4 The club will make available all accounting documentation for auditing yearly or on the resignation of one of the Committee members who have access to financial funds to Toll.

26.5 The club will create its own rules and regulations to be made available to members i.e. Election dates etc.

## 27. Disputes Procedure

The parties agree that the procedure for resolving disputes will be in accordance with Clause 11 of the Heads of Agreement.

Signed for and on behalf of Toll Logistics,  
A Division of Toll Transport Pty Ltd)  
(ACN 006 604 191) by John Evic)\_\_\_\_\_

in the presence of Steve Innes)\_\_\_\_\_

on 17<sup>th</sup> day of November 2003.

Signed for and on behalf of Transport)  
Workers Union of Australia, New South  
Wales Branch by )\_\_\_\_\_

in the presence of)\_\_\_\_\_

On day of 2003

## ANNEXURE 1

### BULL RING

#### 1. Worker Designation

- 1.1 Employees primarily engaged in the work of picking and checking of packaged beer stock in the Auburn Warehouse are designated as the bull ring workers. The workers who replenish the bull ring with stock and perform stretch wrapping are the support workers. Support work will be provided by bull ring workers on Thursday and Friday.

#### 2. Piece Rate

- 2.1 Two piece rates have been negotiated with the bull ring workers. The first to be paid when support roles are provided by casuals. The second when bull ring workers are used in these roles (in addition to picking).
- 2.2 The piece rate and incentive payment will be subject to increases described to in Clause 8 of this agreement.

#### 3. Manning and Roster

- 3.1 The manning of the bull ring Monday through Thursday will consist of the 9 Bull Ring workers responsible for picking, operation of the layer pickers, and, checking. Support staff consist of 4 forklift drivers on Monday, 2 for Tuesday and Wednesday, and, a wrapper.
- 3.2 On Thursdays and Fridays the Bull Ring will be manned by the 9 Bull Ring workers who will provide for all necessary positions, On Fridays, the crewing is 4 x pickers, 1 x checker, 1 x wrapper and 2 x fork lift drivers. Two bullring workers are rostered off on rotation.
- 3.3 Each daily shift starts at 1.30pm, except for Monday which starts at 2pm, and, the workers work to finish.

#### 4. Pick Piece Rate

- 4.1 The first rate of 7.02 cents per carton will be paid for picking and checking.

- 4.2 The second rate of 10.14 cents per carton will be paid for picking, checking and support roles.
- 4.3 An additional 1.67 cents is paid as an incentive if:
- 4.3.1 The picking rate has been maintained at a minimum of 300 cartons per picking hour so that there has been no need to hire temporary labour to complete the work.
- 4.3.2 The pick accuracy is such that there are no incorrect cartons picked.
- 4.3.3 There are no cartons broken by the bull ring pickers or the bull ring pickers working in support roles.
- 4.4 The cost of any additional labour required to complete the work because the rate is less than 300 cartons per hour will be deducted from the weekly incentive payment.
- 4.5 \$6 per carton will be deducted from the incentive for each carton damaged or incorrectly picked that is proven to be the responsibility of the bull ring.

Note: No deductions will occur until there is an agreement between the Company and the employees that breakages and incorrect picks can be proven to be the Bull Ring's responsibility. It is agreed that for breakages up to 3 cartons per picker weekly will be allowed without penalty.

Note: If there is an unplanned reduction of carton volume in any given week such that the bull ring workers piece rate pay is less than a 38 hour week at Grade 3 shop floor rate, then the minimum pay for any such week will 38 hours at Grade 3 shop floor rate.

## **5. Other Agreements**

- 5.1 Bull ring workers will be paid entitlements including sick leave, annual leave and long service leave at the rate of Grade 3 shop floor rate.
- 5.2 When bull ring workers work on Public Holidays, they will be paid 7.6 hours at Grade 3 shop floor rate plus afternoon shift penalty plus the pick piece rate plus the incentive payment for the shift.
- 5.3 When a bull ring picker is absent on any night, the bull ring have the option to engage temporary labour to make up to full crew strength. The cost of this labour will be deducted from the incentive payment. If the bull ring chooses to work without additional labour, then the calculation of their share of the pick rate for the shift will be divided by the actual number of pickers to give them a pro rata extra payment. The worker who was absent is paid from his leave entitlements at Grade 3 shop floor rate.
- 5.4 The bull ring has agreed to operate over two shifts at peak work load times. The two shift system is described below.
- 5.4.1 Pickers:
- 6 x permanent pickers - 2:00p m to finish approximately (36-40,000 cartons)
- 2 x casuals - 2:00pm to 10:00pm.
- 3 x permanent pickers - 10:30pm until finish.
- Additional casual pickers if required.
- 5.4.2 Support Crew:
- 2 x forklift drivers + stretch wrapper - 2:00pm to 12:00am.
- 2 x forklift drivers - 2:00pm to 2:00 am.

2 x forklift drivers + stretch wrapper - 12:00am to finish.

- 5.4.2.1 Designed to be used on the busiest of weeks during December. Usually this is the two weeks prior to Christmas Day.
- 5.4.2.2 Under these circumstances, the first shift would not be penalised for the additional casual pickers and the second shift would be paid on a personal carton count at the supported rate of 5.9 cents.
- 5.4.2.3 To make up the loss of earnings of the second shift, they would work the entire Monday replacing the casuals of the first shift. This would entitle them to be paid as per normal until the first shift leaves and then on a personal count until they finish. This designed to make up for the inability to work Thursday.

## **ANNEXURE 2**

**2002 Toll Transport and Transport Workers Union of Australia Heads of Agreement.**