

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/56

TITLE: Epic Wright Heaton Pty Ltd Warehouse Employees Enterprise Agreement 2000

I.R.C. NO: 2001/152

DATE APPROVED/COMMENCEMENT: 2 February 2001

TERM: 15 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/150

GAZETTAL REFERENCE: 30 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all warehouse employees of the Company located at 119 Vanessa Street, Kingsgrove NSW and 11-13 Callistemon Close Warrabrook (Newcastle)

PARTIES: Epic Wright Heaton Pty Ltd -&- National Union of Workers, New South Wales Branch



EPIC WRIGHT HEATON PTY. LTD
WAREHOUSE EMPLOYEES
ENTERPRISE AGREEMENT 2000

1. **TITLE**

This Agreement shall be known as the Epic Wright Heaton Pty. Ltd Warehouse Employees Enterprise Agreement 2000.

2. **ARRANGEMENT**

The Agreement is arranged as follows:

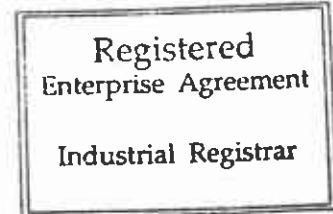
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3. **APPLICATION**

This Agreement shall apply at Epic Wright Heaton Pty. Ltd at the Sydney premises at 119 Vanessa Street, Kingsgrove NSW, and the Newcastle site at 11 - 13 Callistemon Close Warrabrook (Newcastle) to all employees who are warehouse employees and who are bound by the terms of the Store-man and Packers General (State) Award.

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4. **PARTIES BOUND**

The parties to this Agreement are:

- a. Epic Wright Heaton Pty. Ltd.
- b. All employees of Epic Wright Heaton Pty. Ltd whose terms and conditions of employment are regulated by the Store-man and Packers General (State) Award, who are employed in the warehouse part of the business, and whether they may be members of the organization of employees named in (c) or not
- c. The National Union of Workers, NSW Branch.

5. **DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of approval of this Agreement and shall remain in force until 31 May 2002.

6. **RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Store-man and Packers General (State) Award as varied during the life of this Agreement provided that where there is any inconsistency between this Agreement, with the exception of ordinary time rates of pay, this Agreement shall take precedence to the extent of the inconsistency.

7. **OBJECTIVES OF THE AGREEMENT AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE ENTERPRISE**

The objectives of this Agreement are to provide a set of employment conditions which provide the Company with the maximum flexibility in meeting customers' needs, high standard of service, joint commitment to remedying occupational health and safety issues and a fair package of wages and benefits to our employees.

8. **DEFINITIONS**

'Storeworker' shall mean an employee who receives goods and/or stores goods and/or assembles orders and/or stacks goods or orders and/or despatches goods or orders and/or loads and unloads vehicles and/or packs and unpacks bulk containers and/or carries out necessary paperwork relative to such work and in the course thereof may be required to operate computers or any mechanical, electrical or other power driven appliance.

'Forklift Driver' shall mean a storeworker who is principally engaged in driving a forklift truck and who holds an accredited certificate of competency.

'Relief Driver' shall mean a storeworker who is called upon from time to time to drive delivery trucks and who holds a Class 3 driver's licence.

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9. **HOURS OF WORK**

Shall be 36 hours per week, Monday to Friday (within the span of hours 6.30am to 6.30pm).

Late morning shift commences at or after 10am and afternoon shift commences on or after 4pm.

10. **WAGES**

The weekly wages for employees covered by this Agreement as provided by this Agreement shall be as set out hereunder:

CLASSIFICATION	CURRENT	31 MAY 2000	1 FEB 2001	1 JAN 2002
Storeworkers	504.00	519.00	534.00	544.00
Fork Lift Driver	519.00	534.00	549.00	559.00

11. **FIRST AID**

A proper First Aid Kit shall be maintained. The Qualified First Aid attendant shall receive \$12.80 per week extra.

12. **FLEXIBILITY OF WORK**

The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

13. **CASUAL EMPLOYEES RATIO**

Not more than 15% of workforce – to be re-negotiated with Newcastle if it expands. Exception of Newcastle is 25% of workforce.

There will however be no limitation for the afternoon shift.

After appropriate period casual employees will be paid site EBA rates.

14. **DISPUTE SETTLING PROCEDURE**

As per Store-man & Packers General (State) Award Clause 5.



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15. **BEREAVEMENT LEAVE**

All employees shall, on the death of a wife, husband, father, mother, brother, sister, child, step-child, grandchild, parent-in-law, foster parent or grandparent, be entitled on notice to leave, including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the company.

16. **OLYMPIC PERIOD – CHANGES TO WORKING HOURS**

Due to the expected disruption to traffic and delivery arrangements in the CBD of Sydney and elsewhere and the need to maintain customer service, the parties agree to co-operate in implementing changed working hours during the period of the Olympic Games. Some employees who would normally work on the day shift will be required to work on the afternoon shift. These arrangements will be decided by consultation and negotiation.

17. **CASHING OUT OF SICK LEAVE**

- a. An employee may choose to receive the cash value of his/her annual sick leave credits in December each year, provided that they must maintain a minimum 'bank' of 5 days or 36 hours. Commencing on 31 December 2001 employees will be entitled, at their discretion, to have sick leave entitlements in excess of 36 hours accrued since 31 December 2000 paid out in part or in full.
- b. Sick leave credits available for cashing out are the employee's current leave year credits only, not the accumulated accruals from previous years.
- c. Cashed out credits will then not be available for taking as sick leave to cover absences, however sick leave may be taken from the 'bank' of five days.
- d. Alternatively, an employee may retain all or part of their annual sick leave credits for use as sick leave.
- e. The decision to receive cash in part or whole for the current year's credits will be entirely at the discretion of the employee eg:
 - i. An employee in their second year of service who carries over 5 days from year one and receives a further 6 days in year 2 (total of 11 days) may only cash out 6 days and the remaining 5 days is only available as leave from the minimum sick leave 'bank'
 - ii. or he/she may decide to either accumulate 7 days and cash only 4 days. The choice is entirely the employee's choice.
 - iii. An employee with five years service with an accumulated sick leave balance from previous years of 17 days and who receives their annual allocation of sick leave of 8 days (total of 25 days) may decide to take the cash value of the maximum allowable 8 days (their last annual allocation) and accumulate the rest in the 'bank' for use as sick leave in future needs.

- f. Employees may maximize their available leave credits by taking sick leave in hours for medical appointments and other medical reasons where the use of a full day's leave is not necessary.

18. **BASIS OF AGREEMENT**

This agreement is entered into the company and its employees together with the union without any duress. Further, all parties accept and will honour in full the terms of the Agreement.

19. **RE-NEGOTIATION**

The parties agree to re-negotiate a new agreement three months prior to expiration of this Agreement.

20. **NO EXTRA CLAIMS**

During the life of this Agreement there shall be no extra claims by either party except where consistent with the State Wage Case Decision.


Registered
Enterprise Agreement
Industrial Registrar

SIGNED FOR AND ON BEHALF OF
THE NATIONAL UNION OF WORKERS
NSW BRANCH



1-12-00

SIGNED FOR AND ON BEHALF OF
EPIC WRIGHT HEATON PTY. LTD.



01/12/2000