

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/21

TITLE: Epic Wright Heaton Pty Ltd Transport Drivers' Enterprise Agreement 2002

I.R.C. NO: IRC3/378

DATE APPROVED/COMMENCEMENT: 7 February 2003 / Commenced 6 February 2003

TERM: 31 May 2004

NEW AGREEMENT OR
VARIATION: Replaces EA01/45

GAZETTAL REFERENCE: 28 February 2003

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Epic Wright Heaton Pty Ltd engaged at the Company's Sydney premises, 119 Vanessa Street, Kingsgrove NSW 2208, who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award

PARTIES: Epic Wright Heaton Pty Ltd -&- the Transport Workers' Union of New South Wales



EPIC WRIGHT HEATON PTY LTD
(KINGSGROVE BRANCH)

TRANSPORT DRIVERS

ENTERPRISE AGREEMENT 2002

1. **TITLE**

This Agreement shall be known as the Epic Wright Heaton Pty. Ltd Transport Drivers' Enterprise Agreement 2002.

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 2208, to all employees who are Transport Drivers' and who are bound by the terms of the Transport Drivers' Mixed Enterprises Interim (State) Award.

4. **PARTIES BOUND**

The parties to this Agreement are:

- a. Epic Wright Heaton Pty. Ltd
- b. All employees of Epic Wright Heaton Pty. Ltd (Kingsgrove Branch) whose terms and conditions of employment are regulated by the Transport Drivers' Mixed Enterprises Interim (State) Award, who are employed in the distribution part of the business, and whether they may be members of the organisation of employees named in (c) or not.
- c. The Transport Workers Union, 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 2004.

6. **RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Transport Drivers' Mixed Enterprises Interim (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.

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8. **REMUNERATION**

The weekly wages for employees covered by this Agreement as provided by this Agreement shall be as set out hereunder, and shall apply from the beginning of the first pay period to commence on or after the specified dates.

CLASSIFICATION	CURRENT	1 AUGUST 2002	1 JUNE 2003
Truck Drivers	570.00	595.00	620.00

9. **HOURS OF WORK**

Shall be 38 hours per week, Monday to Friday (within the span of hours 5.00am to 4.00pm). Employees will work for 8 hours per day and accumulate time off for one RDO per month.

If an employee returns from their daily run before completion of 8 hours, that employee shall be available for carrying out other duties for which he/she may be qualified until completion of 8 hours.

For work directed by the Company to be carried out after completion of 8 hours, overtime will be paid in accordance with the Award.

10. **OCCUPATIONAL HEALTH AND SAFETY**

Drivers and management will co-operate to examine and address means to reduce the incidence of strain and back injuries involved in loading and unloading trucks. The objective is to minimise injury to the drivers and to reduce workers compensation costs to the company. To achieve this objective, the company will provide appropriate training on the prevention of strain and back injuries and other safety matters in consultation with the drivers.

11. **LUNCH BREAK**

Drivers agree to observe the Award Clause 26 requiring them to a minimum 30 minute unpaid meal break between the hours of 11.00am and 2.00pm. This break is essential for the driver's well being and to maximise driver alertness.

12. **WORKERS COMPENSATION**

Drivers will receive wage payments at the Enterprise Agreement rate for any absence on workers compensation for the first 26 weeks of absence, after which the rate will drop to the Statutory Rate under the Workers Compensation Act.

However, drivers agree to co-operate fully with the company's rehabilitation provider and relevant medical authorities to minimise the time off work due to injury and to strive to return to full duties as an early priority.



13. **SPECIAL ALLOWANCE**

In respect to drivers who have at the time of signing of the 1999 Enterprise Agreement, and to no other drivers employed after that time, had the use of a company vehicle to travel to and from their home, the Company agrees to pay an allowance of \$150.00 per week in compensation for the loss of that benefit as a result of the Company needing the trucks to be garaged at Kingsgrove between shifts to extend the life of the fleet to facilitate the necessary standard of hygiene.

The following periods of leave do not count for payment of the allowance:

- a. Annual leave in excess of 4 weeks per year;
- b. Sick leave in excess of 1 day's absence per week; and
- c. Any period of workers compensation.

14. **FLEXIBILITY OF ROUTES**

To ensure maximum availability of service to our customers, drivers agree to learn an additional delivery run so that absences of drivers on other runs can be covered.

15. **CUSTOMER SERVICE**

The parties are in agreement that the highest standards of customer service are our competitive advantage and the key to business and job security. Therefore drivers agree that they will:

- a. be of neat and tidy appearance to customers and conduct themselves in a co-operative and friendly manner; and
- b. immediately refer any customer disagreements with deliveries to the transport supervisor.

16. **DOCUMENTATION**

All delivery dockets are to show the time of delivery to assist in resolving any customer complaints eg:

Claims of undelivered goods

All returns of goods will be properly documented including the reasons for their return.

17. **POSSESSION OF CURRENT DRIVERS' LICENCE**

It is a condition of a driver's employment that he/she be in possession of a current driver's licence and in the event that his/her licence is revoked by the RTA or a Court, his services will be terminated without payment of notice.

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18. **RELIEF DRIVERS**

To cover short term absences of drivers, the Company may use suitably qualified warehouse personnel to undertake driving duties.

19. **CASUAL DRIVERS**

After a period of employment of 6 months, casual drivers may elect for employment as full time drivers should such positions be available.

20. **UNION DELEGATE LEAVE**

Provided adequate notice has been given, the company will grant leave with full pay to the union delegate(s) to attend formal union meetings.

21. **NO EXTRA CLAIMS**

It is a term of this Agreement that each of the employees bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in Clause 5 of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement.

It is also a term of this Agreement that each of the employees and the union bound by it will not pursue any extra claims relating to wages or changes to conditions of employment or any other matters related to the employment of the employees, whether dealt with in the Agreement or not for the duration of this Agreement specified in Clause 5 of this Agreement.

The Agreement covers all matters or claims which could otherwise be the subject of industrial action, and neither the employees, nor any party to the Agreement will engage in industrial action under the NSW Industrial Relations Act for the duration of this Agreement as specified in Clause 5 of this Agreement.

22. **AVOIDANCE OF INDUSTRIAL DISPUTES**

The parties of this Agreement shall observe the Avoidance of Industrial Disputes procedure under the Transport Drivers' Mixed Enterprises Interim (State) Award, Clause 48.



23. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

TRANSPORT WORKERS UNION OF AUSTRALIA (NSW BRANCH)



DATED THIS

18th DAY OF SEPTEMBER, 2002

EPIC WRIGHT HEATON PTY. LTD



DATED THIS

18th DAY OF SEPTEMBER, 2002

