
Epic Wright Heaton Pty Ltd Transport Drivers Enterprise Agreement 1999

1. TITLE

This Agreement shall be known as the Epic Wright Heaton Pty Ltd Transport Drivers Enterprise Agreement 1999.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply at Epic Wright Heaton Pty Ltd 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 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 31 May 1999 and shall remain in force until 31 May 2000.

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 standards of service, joint commitment to remedying occupational health and safety issue and a fair package of wages and benefits to our employees.

8. WAGES

Consistent with an informal agreement already reached between the parties, the base paid rate for driver shall be \$530 per week.

9. OVERTIME

The Award rates for overtime shall apply except where after the completion of six (6) hours of ordinary shift time a driver is asked to deliver an order after the usual run (except Mondays) has been completed, then the driver will be paid single time extra for the remaining two hours of their normal shift.

10. OCCUPATIONAL AND 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

11. LUNCH BREAK

Drivers agree to observe the Award Clause 26 requiring them to have 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 this Agreement, and to no other employee, have had the use of a company vehicle to travel to and from their home, the Company agrees to pay an allowance of \$150 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 and to facilitate the necessary standards of hygiene.

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

- a. annual leave excess of 4 weeks per year;
- b. sick leave in excess of 1 days absence per week;
- 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;
- (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 DRIVER'S 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.

19. 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.

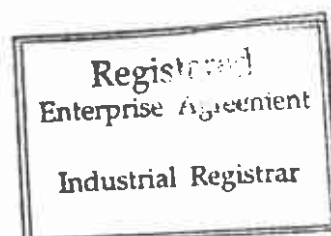
It is also a term of this Agreement that each of the employees bound by it will not take industrial action in support of extra claims, award or overaward, for the duration of this Agreement specified in clause 5 of this Agreement.

20. AVOIDANCE OF INDUSTRIAL DISPUTES

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

21. 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.



Tony Sheldon
State Secretary of
Transport Workers Union of Australia (NSW Branch)

[Signature]
(signature)

DATED THIS DAY OF 1999

Witness
K. Wysocki
(print name)

[Signature]
(signature)

William Yee
Managing Director
Epic Wright Heaton Pty. Ltd

[Signature]
(signature)

DATED THIS 26TH DAY OF MARCH 1999

Witness
SAM CHAN
(print name)

[Signature]
(signature)

