

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/45

TITLE: Epic Wright Heaton Pty Ltd Transport Drivers Enterprise Agreement 2000

I.R.C. N : 2001/151

DATE APPROVED/COMMENCEMENT: 6 February 2001/1 June 2000

TERM: 24 months

NEW AGREEMENT OR

VARIATION: New. Replaces EA00/89

LEGAL REFERENCE: 16 March 2001

DATE TERMINATED:

NUMBER OF PARTIES: 5

CVERAGE/DESCRIPTION

EMPLOYEES: Applies to all employees of the Company engaged pursuant to the Transport Industry Mixed Enterprises Interim (State) Award

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



EPIC WRIGHT HEATON PTY. LTD
TRANSPORT DRIVERS
ENTERPRISE AGREEMENT 2000

1. **TITLE**

This Agreement shall be known as the Epic Wright Heaton Pty. Ltd Transport Drivers' Enterprise Agreement 2000.

2. **ARRANGEMENT**

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Clause No.</u>
Application	3
Arrangement	2
Avoidance of Industrial Disputes	21
Customer Service	15
Date and Period of Operation	5
Documentation	16
Flexibility of Routes	14
Lunch Breaks	11
No Extra Claims	20
Not to be used as a Precedent	22
Objectives of the Agreement	7
Occupational Health and Safety	10
Olympic Period	19
Overtime	9
Parties Bound	4
Possession of Current Driver's Licence	17
Relationship to Parent Award	6
Relief Drivers	18
Remuneration	8
Special Allowance	13
Title	1
Wages	8
Workers Compensation	12



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 1st June 2000 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 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.

8. **REMUNERATION**

Registered
Enterprise Agreement
Industrial Registrar

CLASSIFICATION	CURRENT	31 MAY 2000	1 FEB 2001	1 JAN 2002
Truck Drivers	530.00	545.00	560.00	570.00

9. **OVERTIME**

- a. 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.
- b. Where drivers have no further work to do for the day and subject to the prior approval of the Distribution Manager, they may cease work before the completion of 7.6 hours without loss of pay.
- c. Where a driver may have completed 7.6 hours on any one day and time is still needed to clean out the truck and or to hand in paper work, he/she will be paid for a maximum of 15 minutes overtime to complete these tasks.

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 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 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 day's 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 e.g:

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.

18. **RELIEF DRIVERS**

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

19. **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. Work will be undertaken on either a night shift commencing at 12 midnight and ending at 7.30am or an early morning shift commencing at 4am and concluding at 12.30pm.

Appropriate shift penalties will be payable for these altered shift arrangements.



20. **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 over award, for the duration of this Agreement specified in Clause 5 of this Agreement.

21. **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.

22. **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)


Signature

DATED THIS 11th DAY OF SEPTEMBER 2000

EPIC WRIGHT HEATON PTY. LTD


Signature

DATED THIS 11th DAY OF SEPTEMBER 2000

Registered
Enterprise Agreement
Industrial Registrar