

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/24

**TITLE: Epic Wright Heaton Pty Ltd Warehouse Employees
Enterprise Agreement 2004**

I.R.C. NO: IRC4/6755

DATE APPROVED/COMMENCEMENT: 7 December 2004 / 1 June 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/19.

GAZETTAL REFERENCE: 18 February 2005

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Epic Wright Heaton Pty Ltd, engaged in the warehouse business at Kingsgrove and Newcastle branches, who fall within the coverage of the Storemen and Packers General (State) Award

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

EPIC WRIGHT HEATON PTY LTD WAREHOUSE EMPLOYEES ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be known as the Epic Wright Heaton Pty. Ltd Warehouse Employees Enterprise Agreement 2004.

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, 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 Storemen and Packers General (State) Award.

4. Parties Bound

The parties to this Agreement are:

- (a) Epic Wright Heaton Pty. Ltd. (" the Company")
- (b) All employees of Epic Wright Heaton Pty. Ltd whose terms and conditions of employment are regulated by the Storemen and Packers General (State) Award, who are employed in the warehouse part of the business, and whether they may be members of the organisation of employees named in (c) or not. ("the employees")

(c) The National Union of Workers, NSW Branch. (" the Union")

5. Date and Period of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after 1 June 2004 and shall remain in force until 31 May 2006.

6. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award as varied during the life of this Agreement provided that where there is any inconsistency between this Agreement and the Award, 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.

9. Hours of Work

Shall be 36 hours per week, Monday to Friday (within the span of hours 6.00am to 6.30pm). Employees will work for 8 hours per day and accumulate time off for one RDO per fortnight.

Late morning shift commences at or after 10.00am.

10. Wages

The weekly wages for employees covered by this Agreement are 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	25 June 2004	1 March 2005
Storeworkers	590.00	615.00	640.00
Fork Lift Driver	605.00	630.00	655.00

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

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 a continuous period of employment of 6 months, casual employees may elect for employment as full-time employees.

Casual and agency/labour hire employees will be paid site EBA rates after an appropriate period.

14. Avoidance of Industrial Disputes

As per Storemen and Packers General (State) Award Clause 5.

15. Bereavement Leave

Bereavement leave shall be available to an employee in respect to the death of a person prescribed in Clause 26A(1)©(iii) of the Award (Personal Leave), provided that the employee need not be responsible for the care of the person concerned. An employee shall be entitled, on giving notice, to paid leave including the day of the funeral of such person referred in this sub-clause, 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. Cashing Out of Sick Leave

- (a) An employee may choose to receive the cash value of his/her sick leave credits in December each year, provided that they must maintain a minimum 'bank' of 5 days or 36 hours.
- (b) 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.
- (c) Alternatively, an employee may retain all or part of their sick leave credits for use as sick leave.
- (d) Employees may maximise 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.

17. 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.

18. Re-Negotiation

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

19. Union Delegate Leave

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

20. Union Picnic Day

Union Picnic Day shall, for the purposes of this Agreement, be regarded as a holiday for employees who are financial members of the Union. The Union Picnic Day shall be on such day as is agreed between the Company and the members.

The Union shall advise the Company of the financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.

Where an employee, who is not a financial member of the Union, is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.

Employees who are not financial members of the Union and who are not required by the Company to work on Union Picnic Day, may apply to the Company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the company or may be required by the Company to make up time.

21. Freezer and Chiller Allowance

In the event of the Company expanding its operations to frozen foods, the Company shall negotiate to pay a freezer and chiller allowance to those employees who are required to work in the freezers.

22. Redundancy Agreement

Leave is reserved to the parties to negotiate a redundancy agreement in the event the Company decides to relocate, undertake significant restructure, or cease operations.

23. Annual Leave

Employees are not permitted to take annual leave in the week preceding Easter and the week preceding Christmas Day unless there are exceptional circumstances.

24. No Extra Claims

During the life of this Agreement there shall be no extra claims by either party except, as provided in Clause 22 and/or where consistent with the State Wage Case Decision.

25. Union Recognition and Membership

Epic Wright Heaton Pty Ltd recognises the National Union of Workers New South Wales Branch (NUW) as the union representing all employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.

It is the policy of Epic Wright Heaton Pty Ltd that all employees subject to this Agreement shall be given the opportunity to join the National Union of Workers New South Wales Branch.

Epic Wright Heaton Pty Ltd will upon authorisation deduct union membership dues, as levied by the National Union of Workers New South Wales Branch in accordance with its rules, from the pay of employees who are members of the National Union of Workers New South Wales Branch at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

All new employees shall be advised of the matters set out in this clause and shall be introduced to the site NUW delegates upon being accepted for employment.

26. Transmission of Business Clause

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

Signed for and on behalf of
The National Union of Workers
NSW Branch

Signed for and on behalf of
Epic Wright Heaton Pty Ltd

Date: _____

Date: _____