

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/28

TITLE: Epic Wright Heaton Pty Ltd (Newcastle Branch) Transport Drivers' Enterprise Agreement 2004

I.R.C. NO: IRC4/6757

DATE APPROVED/COMMENCEMENT: 26 November 2004 / 26 November 2004

TERM: 18

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/20.

GAZETTAL REFERENCE: 4 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Epic Wright Heaton Pty Ltd, at the Newcastle site, 11 - 13 Callistemon Close, Warrabrook NSW 2304, 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 (NEWCASTLE BRANCH) TRANSPORT DRIVERS ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be known as the Epic Wright Heaton Pty. Ltd (Newcastle Branch) Transport Drivers' Enterprise Agreement 2004.

2. Arrangement

The Agreement is arranged as follows:

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24.	Anti-Discrimination
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8.	Remuneration
1.	Title
23.	Transmission of Business Clause
19.	Union Delegate Leave

3. Application

This Agreement shall apply at Epic Wright Heaton Pty Ltd at the Newcastle premises at 13 Callistemon Close Warrabrook NSW 2304, 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 (" the Company")
- b) All employees of Epic Wright Heaton Pty. Ltd (Newcastle 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. (" the employees")
- c) The Transport Workers Union of New South Wales. ("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 the date of approval of this Agreement 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 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.

To achieve these objectives, the Company shall provide appropriate training including training on customers' service and manual handling.

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 2004	1 June 2005
Truck Drivers	620.00	650.00	675.00

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 (exclusive of the lunch break) 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.

Any driver who is unable to attend work because of sickness or injury must call his/her supervisor at or before commencing time and state the cause and the nature of the illness and when they expect to be able to return to work.

10. Occupational Health and Safety

Where appropriate, the Company shall consider to appoint accredited providers, including Bluecard Training Passport Pty Ltd, to train its employees on basic safety issues, and understanding the provisions of the OHS Acts and Regulations.

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 and wellbeing .

12. Leave Reserved

Leave is reserved to the parties to negotiate a redundancy agreement in the event the Company decides to cease operations for any reason.

13. 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.

14. 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.

15. 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.

16. 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, unless the driver has unused entitlement to long service leave and annual leave, and pro rata annual leave, which at least covers the period of loss of licence, in which case the driver can utilise such leave during the period.

17. Relief Drivers

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

18. Part Time and Casual Drivers

Irrespective of hours worked, a part time driver shall be paid a minimum of five hours work for each start and a total weekly minimum of twenty five hours. A casual driver shall be paid a minimum of four hours work for each start.

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

19. 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.

A union delegate shall be involved in the induction process of any new employee.

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 except as provided in Clause 12. 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.

21. Avoidance of Industrial Disputes

The parties of this Agreement shall observe the Disputes procedure under the Transport Industry Mixed Enterprises Interim (State) Award, Clause 50

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.

23. Transmission of Business Clause

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

24. Anti Discrimination

As per the Transport Industry Mixed Enterprises Interim (State) Award.

Transport Workers Union Of New South Wales

DATED THIS

30th DAY OF

Sept 2004

EPIC WRIGHT HEATON PTY. LTD

DATED THIS

15th DAY OF

Sept 2004