

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/19

**TITLE:** Epic Wright Heaton Pty Ltd Warehouse Employees Enterprise Agreement 2002

**I.R.C. NO:** IRC3/323

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

**TERM:** 31 May 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/56

**GAZETTAL REFERENCE:** 28 February 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees at Epic Wright Heaton Pty Ltd, at the Company's Sydney premises, 119 Vanessa Street, Kingsgrove NSW 2208, and Newcastle site, 11 - 13 Callistemon Close, Warrabrook (Newcastle), 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

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**EPIC WRIGHT HEATON PTY LTD**

**WAREHOUSE EMPLOYEES**

**ENTERPRISE AGREEMENT 2002**

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1. **TITLE**

This Agreement shall be known as the Epic Wright Heaton Pty. Ltd Warehouse Employees Enterprise Agreement 2002.

2. **ARRANGEMENT**

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Clause No.</u>
Application	3
Arrangement	2
Avoidance of Industrial Disputes	14
Basis of Agreement	17
Bereavement Leave	15
Cashing out of Sick leave	16
Casual Employment Ratio	13
Date and Period of Operation	5
Definitions	8
First Aid	11
Flexibility of Work	12
Freezer and Chiller Allowance	20
Hours of Work	9
No Extra Claims	21
Objectives of the Agreement	7
Parties Bound	4
Re-negotiation	18
Relationship to Parent Award	6
Transmission of Business Clause	23
Title	1
Union Delegate Leave	19
Union Recognition and Membership	22
Wages	10

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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.
- 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.
- c. The National Union of Workers, 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 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	1 AUGUST 2002	1 APRIL 2003
Storeworkers	544.00	567.00	590.00
Fork Lift Driver	559.00	582.00	605.00

#### 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 RATIO

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 an appropriate period, casual employees will be paid site EBA rates.

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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 annual sick leave credits in December each year, provided that they must maintain a minimum 'bank' of 5 days or 36 hours. Commencing on 31 December 2001 employees will be entitled, at their discretion, to have sick leave entitlements in excess of 36 hours accrued since 31 December 2000 paid out in part or in full.
- b. Sick leave credits available for cashing out are the employee's current leave year credits only, not the accumulated accruals from previous years.
- c. 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.
- d. Alternatively, an employee may retain all or part of their annual sick leave credits for use as sick leave.
- e. The decision to receive cash in part or whole for the current year's credits will be entirely at the discretion of the employee eg:
  - i. An employee in their second year of service who carries over 5 days from year one and receives a further 10 days in year 2 (total of 15 days) may only cash out 10 days and the remaining 5 days is only available as leave from the minimum sick leave 'bank'
  - ii. Or he/she may decide to either accumulate 7 days and cash only 9 days. The choice is entirely the employee's choice.
  - iii. An employee with five years service with an accumulated sick leave balance from previous years of 17 days and who receives their annual allocation of sick leave of 10 days (total of 27 days) may decide to take the cash value of the maximum allowable 10 days (their last annual allocation) and accumulate the rest in the 'bank' for use as sick leave in future needs.
- f. 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. **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.

21. **NO EXTRA CLAIMS**

During the life of this Agreement there shall be no extra claims by either party except where consistent with the State Wage Case Decision.

22. **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.

23. TRANSMISSION OF BUSINESS CLAUSE

This Agreement shall apply to any successor, assignee or transferee 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

D Belan

[Signature]

Date: 17-9-2002

Date: 17/09/02

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