

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/247

TITLE: Venjo Pty Limited Enterprise Agreement

I.R.C. NO: IRC6/1477

DATE APPROVED/COMMENCEMENT: 17 March 2006 / 1 January 2006

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Venjo Pty Ltd., located at Lot 3, Littlebourne Street, Bathurst NSW 2795, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Venjo Pty Ltd (Dawsons Removals) -&- the National Union of Workers, New South Wales Branch

VENJO PTY LIMITED ENTERPRISE AGREEMENT

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ATTACHMENT A – 12 HOUR SHIFT ROSTER WAGE ANNUALISATION

PARTIES TO THE AGREEMENT

The parties to this Enterprise Agreement ("Agreement") are:

VENJO PTY LIMITED (A.B.N. 17 096 795 765) ("the employer")

AND

NATIONAL UNION OF WORKERS ("the union")

1. RECITALS

- a) The company has agreed to employ the employee as a Storeman/Truck Driver on the terms and conditions set out in this Agreement.
- b) The parties agree that the employee will, on balance, enjoy better overall terms and conditions of employment under this Agreement, than if he had been covered by the *Storeman and Packers, General (State) Consolidated Award*.

2. APPLICABILITY OF THE AGREEMENT

This Agreement totally replaces the provisions of the *Storeman and Packers, General (State) Consolidated Award* ("the award").

3. DATES OF OPERATION

This Agreement shall take effect as at the 1st January 2006 or the date of registration of the agreement (whichever is the earlier) and expire on the 31st December 2006.

4. DURATION OF AGREEMENT

This Agreement shall remain in force for a maximum period of 12 months. The parties agree that a new Agreement will be negotiated prior to the expiration of this Agreement.

Negotiations shall commence three months prior to the expiry date, and shall be registered at the expiry of this Agreement.

5. DISPUTE RESOLUTION PROCEDURE

The parties acknowledge the value of a dispute resolution procedure in this Agreement. They may with the consent of the other party utilise the procedure set out below to resolve any disputes they may have, however, they may agree that the procedure is not binding upon them.

The procedure the parties may use to resolve a dispute ("the dispute"), in relation to this Agreement, is as follows:

- a) Work will continue as normal;
- b) The parties will attempt to resolve the dispute at the workplace level by the employee, his supervisor / immediate manager, and a union delegate meeting or conferring on the dispute;
- c) If the dispute is not resolved at such meeting the parties will arrange further discussions involving more senior levels of management (if appropriate);
- d) The parties agree not to commence proceedings in the Industrial Relations Commission or for damages for breach of this Agreement unless this dispute resolution procedure has not been followed.

6. ANTI-DISCRIMINATION

The parties to this Agreement agree that:

- a) It is their intention to achieve the principle object in paragraph 3(f) of the *Industrial Relations Act 1996*, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at the enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
- b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

7. OUTSIDE EMPLOYMENT

Venjo does not preclude its employee's from outside employment. However, the company requests that it be advised of external employment and insists that a 10-hour break be had from a previous employer before commencing a shift with Venjo.

The company reserves the right to send an employee home without pay if it is proved that an employee has not had the required 10-hour break. The employee can recommence work with Venjo once a 10-hour break between various employers has been established.

8. EMPLOYEE CLASSIFICATION

All current employee's employed by Venjo Pty Ltd shall be classified as one of the following upon the implementation of this Agreement:

- a) 12 hour truck driver
- b) storeman - domestic
- c) storeman - export
- d) storeman - raws
- e) cleaner (permanent or casual)

New employees shall be classified as one of the above upon commencement with the company.

9. ORDINARY HOURS OF WORK

The ordinary hour of work shall be the following:

a) 12 hour truck drivers

The ordinary hours of work shall be 48 hours per eight day period and may be worked on any day of the week.

Employees will be engaged on continuous shift work. Employees shall not work more than one 12-hour shift in each 24-hour period.

b) Storeman – Export, Domestic and Raws

The ordinary hours of work shall be 38 hours per week and will be worked on Monday to Friday.

10. RATES OF PAY

The employee will be paid the following hourly rates of pay depending on his classification:

| Description | Base Hourly Rate |
|--------------------------------|------------------|
| 12 hour truck driver | \$16.76 |
| Storeman – Domestic and Export | |
| a) current trailer licence | \$16.35 |
| b) current rigid licence | \$15.38 |
| c) no trailer licence | \$14.69 |
| Storeman – Raws | \$16.35 |
| Cleaner | |
| a) Permanent | \$13.79 |

11. AVERAGE PAY

Subject to overtime or other irregular events, the parties agree that Venjo will average the pays of 12 hour truck drivers over a twelve month period.

This averaging will take into account the shift allowances and penalty rates an employee will be entitled to receive over the period, so that the employee's pay does not vary from week to week.

a) 12 hour truck driver:

The employee will receive an average gross weekly wage of \$946.16 per week. This includes the averaged meal allowance of \$35.34 per week.

12. CASUAL EMPLOYEES

The parties acknowledge that the following clauses shall not apply to casual employees:

- Public holidays – clause 16
- Annual leave – clause 21
- Rostered days off – clause 23
- Sick leave – clause 25
- Personal carer's leave – clause 26
- Bereavement leave – clause 27

- A casual employee may be employed for not less than four hours each start and not more than eight hours at the ordinary hourly rate which is equivalent to one thirty-eighth of the ordinary weekly rate as set out in this Agreement, plus 15 per cent casual loading.
- A casual employee shall be paid overtime for any time worked before the rostered starting time or after the rostered finishing time, outside the ordinary spread of hours and/or outside the specified maximum daily and/or weekly hours.
- Casual employees shall be paid in accordance with the provisions of this Agreement with respect to shift allowances, weekend allowances public holidays in addition to the 15 per cent casual loading.
- In accordance with the Annual Holidays Act 1944, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.

13. MEAL BREAKS

Employees working continuous 12 hour shifts shall receive a paid meal break of 30 minutes duration plus two 20 minute paid meal breaks in each 12 hour shift.

Employees working 8 hour shifts (excluding export storemen who receive an unpaid meal break of one hour) shall receive an unpaid meal break of 30 minutes duration plus one 10 minute break in each 8 hour shift.

14. ALLOWANCES

a) Meal Allowances

- i) 12 hour truck drivers: will receive an overtime meal allowance of \$11.07 per rostered shift.
- ii) Storeman-Domestic and Raws: unless notified on the previous day or earlier, that the employee is required to work overtime on any week day for a period of more than one hour after the employee's normal finishing time, the employee will receive a paid overtime meal allowance of \$9.95

b) Shift Allowances

- i) 12 hour truck drivers: The following shift allowances have been taken into consideration when calculating the employee's average pay:

| | |
|-------------|--------|
| Day shift | NIL |
| Night shift | 30.0 % |

Shift allowances will apply on shifts worked Monday to Friday.

- ii) Storeman – Domestic: The following shift allowances will be paid per shift worked:

| | |
|-----------------|--------|
| Day shift | NIL |
| Afternoon shift | 15.0 % |
| Night shift | 15.0 % |

- iii) Storeman – Raws: The following shift allowances will be paid per shift worked:

| | |
|-----------------|-------|
| Day shift | NIL |
| Afternoon shift | 15.0% |

15. PUBLIC HOLIDAYS

The public holidays in New South Wales, relevant to Dawson's Distribution employees are:

| | |
|------------------|-----------------|
| New Years Day | Australia Day |
| Good Friday | Easter Saturday |
| Easter Monday | Anzac Day |
| Queen's Birthday | Labour Day |
| Christmas Day | Boxing Day |
| Union Picnic Day | |

Where a public holiday falls on a weekend and another day is proclaimed in lieu of that day, the proclaimed day will be treated as the public holiday.

A casual employee required to work a public holiday shall be paid for a minimum of four hours at time and half.

- a) A permanent employee who is rostered on and works a public holiday shall receive the following penalty rates in addition to his normal pay for the day:
- i) Christmas Day and Good Friday - double time calculated using the base rate of pay as per clause 11 for all hours worked on the public holiday
 - ii) All other public holidays – time and one half calculated using the base rate of pay as per clause 11 for all hours worked on the public holiday

b) 12 Hour Truck Drivers

The 24 hours of a public holiday will be from 7.00am on the day the public holiday falls to 7.00am on the following day.

An employee who is rostered on and does not work a public holiday will receive his average pay for the day.

An employee who is not rostered on to work a public holiday shall accrue 9.5 hours towards his rostered day off entitlement.

An employee who is rostered on and works a public holiday shall receive his average pay for the day in addition to penalty rates as per clause 16.a.

c) Storeman – Export, Domestic and Raws

An employee who is rostered on and does not work a public holiday will receive his normal pay for the day.

An employee who is rostered on and works a public holiday shall receive his base pay for the day in addition to penalty rates.

16. OVERTIME

Reasonable overtime is required. When overtime is necessary it shall be arranged so that the employee has at least 10 consecutive hours off duty before returning to work on a rostered shift. An employee shall be entitled to be absent from work without loss of pay until such time as a 10-hour break has been had.

If the employee returns to work on the employer's instruction without 10 consecutive hours off duty, the employee shall be paid at the rate of double time until such time as a 10-hour break is had.

The overtime rate applicable will be calculated using the employee's base rate as per clause 11.

a) 12 Hour Truck Drivers

Payments for work performed outside the employee's rostered shifts, will be paid at double time calculated using the employee's base rate as per clause 11.

b) Storeman – Domestic, Export and Raws

Payments for work performed outside the employee's rostered shift, will be paid at overtime rates calculated using the employee's base rate as per clause 11.

Overtime rates for worked performed at the start or end of a rostered shift will be paid at the rate of time and a half for the first two hours and double time for all hours thereafter.

For overtime performed on a Saturday where the shift commences:

- a) Before midday time and a-half for first two hours and then double time for all hours worked
- b) After midday double time for all hours worked

For overtime hours performed on a Sunday, the rate of pay will be double time and a half for all hours worked.

17. CALL IN

Employees will be guaranteed a minimum 4 hours work paid at overtime rates calculated using the employee base rate of pay as per clause 11 when the employee is called in to work outside the employee's ordinary rostered hours.

18. PAYMENT OF WAGES

Payment of wages and other work related allowances and settlements will be paid by electronic funds transfer.

Wages shall be paid weekly.

19. SUPERANNUATION

The Company in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992 will pay superannuation.

Where the employer is liable to make superannuation contributions on behalf of an employee pursuant to the provisions of the *Superannuation Guarantee (Administration) Act 1992*, the superannuation contribution will be determined in accordance with the following formula:

Superannuation payable =

"Ordinary Time Earnings" of employee x "Relevant Charge Percentage"

The "Ordinary Times Earnings" of the employee shall be:

- a) storeman – export, domestic and raws: 38 hours at the base rate of pay as listed in clause 11
- b) 12 hour truck drivers: average rate of pay as listed in clause 12.

The "Relevant Charge Percentage" specified in the Agreement is the "charge percentage" according to section 20 or 21 of the *Superannuation Guarantee (Administration) Act 1992*.

The superannuation payable by the employer on behalf of the employee shall be remitted to one superannuation fund as nominated by Venjo Pty Ltd.

20. ANNUAL LEAVE

Employees shall be entitled to annual leave in accordance with the *Annual Holidays Act*.

Annual leave is to be taken at mutually agreed times provided sufficient employees are available to meet operation requirements.

Notwithstanding any consultative process or procedures undertaken, the employer shall have the right to make a reasonable final determination as to the implementation of any annual leave roster.

The annual leave entitlement applicable to an employee will accrue on a weekly basis. Annual leave shall not be taken in excess of the employee's entitlement.

a) Entitlement

- i) 12 hour truck drivers - continuous shift workers are entitled to 5 weeks annual leave per year (or the equivalent of sixteen shifts)
- ii) Storeman – Domestic, Export and Raws - employees not on continuous shift are entitled to 4 weeks annual leave per completed year of service.

21. ANNUAL LEAVE LOADING

a) During a period of annual leave an employee shall receive a loading of 17.5%. This loading shall be calculated using:

- i) For 12 truck drivers and storeman – domestic: average rate
- ii) For storeman – export and raws: base rate

No loading shall be payable on annual leave taken wholly or partially in advance.

b) When the employer terminates the employment of the employee:

- i) For a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of annual leave to which he is entitled, he shall be paid loading of 17.5%.
- ii) Except as provided for by paragraph (i) of this sub-clause, no loading is payable on the termination of an employee's employment.

22. ROSTERED DAYS OFF

a) 12 hour truck drivers:

Employees are only entitled to accrue hours towards a rostered day off when they are not rostered on to work a day on which a public holiday falls.

Rostered day's off will be paid at the employee's average hourly rate of pay.

b) Storeman – Raws:

All permanent employees are entitled to 12 rostered days off per year. This yearly entitlement will accrue on a weekly basis.

23. LONG SERVICE LEAVE

Long service leave will be paid as per the *NSW Long Service Leave Act, 1955*.

The employee will receive 8.66 weeks paid leave after ten years of service and 4.33 weeks paid leave for each additional five years of service.

The employee will be entitled to a long service leave pro rata payment after five years of service if he/she:

- resigns as a result of illness, incapacity, domestic or other pressing necessity;
- is dismissed for any reason except serious and wilful misconduct;
- dies.

Long service leave must be taken as leave. No worker will be paid the value of his or her long service leave except on termination.

24. SICK LEAVE

All employees are entitled to 5 days sick leave in his first year of service and 10 days sick leave for the 2nd and subsequent years of service. Untaken sick leave may accumulate from year to year. However, untaken sick leave will not be paid out on termination.

The employee shall produce documentation to the employer's satisfaction for all sick leave, with the exception of 16 hours sick leave for storemen and cleaners and 19 hours for truck drivers each year.

The employee's first year's entitlement of five days will be advanced to the employee upon commencement of employment. Subsequent year's entitlements will accrue a weekly basis as listed below.

Employee's will be allowed to take sick leave in advance to the maximum of their remaining pro-rated entitlement for 2nd and subsequent years. Sick leave will not be taken in advance except in these circumstances.

If the employee resigns or is terminated while his sick leave is a negative entitlement, this will be deducted from the employee's termination pay.

a) 12 hour truck drivers:

Sick leave taken will be paid at the employee's average rate of pay.

The relevant sick leave will accrue as follows:

- i) 47.5 hours sick leave advanced upon commencement of service,
- ii) 1.8219 hours sick leave per week for second and subsequent years of service.

b) Storeman – Export, Domestic and Raws:

Sick leave taken will be paid at the employee's base rate of pay.

The relevant sick leave will accrue on a weekly basis as follows:

- i) 38 hours sick leave advanced upon commencement of service,
- ii) 1.457 hours sick leave per week for second and subsequent years of service.

25. PERSONAL CARER'S LEAVE

(1) Use of Sick Leave –

- a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlements provided for in clause 25, Sick Leave, for absences to provide care and support for persons when they are ill. Such leave may be taken for part of a single day.

- b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - i. The employee being responsible for the care of the person concerned; and
 - ii. The person concerned being;
 - 1. a spouse of the employee; or
 - 2. a de facto spouse of who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 3. a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - 4. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 5. a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - a. "relative" means a person related by blood, marriage or affinity;
 - b. "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - c. "household" means a family group living in the same domestic dwelling.
 - d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose -
- a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

26. BEREAVEMENT LEAVE

- a) An employee shall be entitled to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work on each occasion of the death of a person prescribed in subclause (c).
- b) The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.
- c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purpose of Personal Carer's Leave in subclause (1) (c) (ii) of Clause 26 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- e) An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in subclause (c), if the employee goes overseas to attend the funeral.
- f) Bereavement leave may be taken in conjunction with other leave available under subclauses 1 (a), and 2, of Clause 26, Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

Employees will be granted bereavement leave of a maximum of two days without loss of pay on each occasion and on the production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, child, brother, sister or grandparent (including those relationships created by in-law and step situations).

27. DUTIES OF EMPLOYEES

The duties of the employee are to complete their responsibilities in an effective and efficient manner, as outlined in the Warehouse Procedures Manual.

- a) The following guidelines are designed to improve productivity and operations.

The employee is to:

- i) Have a pleasant and helpful manner at all times.
- ii) Demonstrate an eagerness to co-operate with customers, meet their needs and deal with their concerns.
- iii) Reflect a professional image in their dress and grooming.
- iv) Wear their company uniform during all working hours.
- v) Keep their vehicle clean, tidy and complete the daily maintenance of the vehicle. This responsibility includes:
 - Keeping the truck clean and tidy at all times, as well as washing the vehicle
 - Keeping all clearance lights, etc, operational
 - Ensuring the tyres are of a legal depth at all times
 - Advising the workshop manager of any maintenance that the vehicle requires
 - No modifications are to be made to the vehicle without the consent of the workshop. Any such alterations will result in instant dismissal.
- vi) Maintain regular contact during the day with their immediate manager via the telephone, UHF or other approved communication device or in person.
- vii) Report all and any damage to Company property or customer products.
- viii) Be in regular attendance and punctual and under no circumstances attend work while under the influence of drugs or alcohol
- ix) Ensure all communications, either by telephone, person or radio, is free of swearing and obscenities.
- x) On the completion of each shift, all completed paperwork is to be handed in at the designated site.
- xi) All Dawson's Distributions warehouses are smoke free zones. Smoking must be confined to clearly designated smoking areas. Smoking outside these designated areas will result in instant dismissal. Any smoke breaks must not interfere with the employee's work duties or the efficient and effective management of Dawson's warehouses.
- xii) The employee consents to monthly license checking by the employer via the "Heavy Vehicle Licence Check" facility provided by the RTA.

28. UNIFORMS

The uniform provided shall be renewed when reasonably necessary, in accordance with company policy. The wearing of uniforms provided by the employer is compulsory.

29. NO EXTRA CLAIMS

The parties to this Agreement agree that during the life of this Agreement there shall be no extra claims.

30. LATENESS

Should an employee be late for work, the employer shall have the option of sending the employee home without pay taking into consideration such factors as:

- a) Reason for lateness,
- b) Whether the employer has hired a replacement casual employee,
- c) Whether another permanent employee has been called in.

The employer shall not unreasonably exercise this discretion.

Hours missed at the beginning of an employee's shift due to lateness shall not be added on the end of an employee's shift, without prior management consent.

31. DRUG AND ALCOHOL USE

Should an employee be suspected of being in attendance for work while under the influence of drugs or alcohol, the employer shall have the option of sending the employee home without pay taking into consideration such factors as:

- a) Whether the employer has to hire a replacement casual employee,
- b) Whether another permanent employee has to be called in.

The employer shall not unreasonably exercise this discretion.

32. ABANDONMENT OF EMPLOYMENT

The parties unconditionally agree that following an employee's unauthorised absence from work for a period of not less than three rostered shifts, the Company will be entitled to assume the employee has abandoned his employment.

33. SIGNIFICANT CHANGE IN NATURE OF DUTIES

Where the company is required to restructure the roster and/or comply with direction from its customers, the company reserves the right to implement new shift rosters in its absolute discretion. This will necessitate changes to the annualised average rate calculation as specified in clause 12.

To the extent that such changes are required the company will give all employee's subject to the Agreement one month's notice of the change and recalculate the annualised average rate to reflect changes in shift structures.

34. CONFIDENTIALITY

The employee agrees and acknowledges that:

- a) During the course of employment there may be disclosed to the employee certain trade secrets of the Company, said trade secrets consisting of:

- 1) Technical information: methods, processes, formula compositions, inventions, machines, computer programs and research products.
 - 2) Business information: customer lists, pricing data, sources of supply and marketing, production or merchandising systems or plans.
- b) The employee shall not during, or at any time after termination of employment with the Company, use for himself or others, or disclose or divulge to others any trade secrets, confidential information, or any other data of the Company in violation of this Agreement.
- c) Upon termination of employment from the Company:
- 1) The employee shall return to the Company all documents relating to the Company, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by the employee during the course of employment. The employee further agrees that he shall not retain any copies of the foregoing.
 - 2) The Company may notify any future or prospective employer of the existence of this Agreement.
 - 3) This Agreement shall be binding upon the employee and his personal representatives and successors in interests, and shall continue to the benefit of the Company, its successors and assigns.
 - 4) The unenforceability of any provision to this Agreement shall not impair or affect any other provision.
 - 5) In the event of any breach of this Agreement, the Company shall have full right to injunctive relief, in addition to any other existing rights.
- d) Nothing in this clause or in this Agreement shall be taken in any way to prohibit or restrict disclosure of details of this Agreement by either party to another person.

35. AMENDMENT OF AGREEMENT

This agreement may only be varied, supplemented, or replaced by a document in writing duly executed by all the parties.

36. UNION RECOGNITION AND MEMBERSHIP

Venjo Pty Ltd recognises the National Union of Workers New South Wales Branch (NUW) as the union representing employees in related classifications who are covered by the Agreement.

37. UNION DELEGATE

Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Employer, the said Union delegate shall be allowed, with the prior approval of the Employer, such time as necessary to interview both the Employees covered by this Agreement and the Employer or Employers Representative on matters affecting the Employee's covered by this Agreement.

Due consideration will be given to allow the union delegate paid time off to attend union training and information days, subject to the following conditions

- 1 A leave form is given to the Payroll Officer at least seven days prior to the requested day of leave.
- 2 The day off is relevant to the union delegate and his/her function within the company.
- 3 The leave does not cause any disruption to the running of the business.
- 4 The paid leave will not exceed four days per year.

This Agreement has been made between:

VENJO PTY LIMITED and NATIONAL UNION OF WORKERS

SIGNED FOR AND ON BEHALF OF VENJO PTY LTD

.....
Signed

.....
Dated

.....
Name in Full

.....
Position

SIGNED FOR AND ON BEHALF OF THE NATIONAL UNION OF WORKERS NEW SOUTH WALES

.....
Signed

.....
Dated

.....
Name in Full

.....
Position

ANNEXTURE A – 12 HOUR SHIFT ROSTER WAGE ANNUALISATION

The following penalties for weekend rostered shifts have been taken into consideration in the calculation of average pays:

| | |
|--------------------------------|-----------------|
| Shift commencing on a Saturday | time and a half |
| Shift commencing on a Sunday | double time |

NOTE: Regarding the calculation of your entitlements as a 12 hour truck driver, all entitlements in this agreement are based on 12 hour shifts. i.e. You are entitled to 10 x 12 hour shifts of sick leave in your subsequent years of service.

However, due to the current payroll system being unable to process 12 hour information, all entitlement accruals calculations contained in this agreement are based on 9.5 hour shift. I.e. You are entitled to 1.8219 hours sick leave per week multiplied by 52.14 weeks equates to 95 hours of sick leave per year (or 10 x 9.5 hour days).

Please note that all entitlements, both the accrual and the taking of leave, are calculated on 9.5 hour days. In summary your entitlements are:

| | Yearly Accrual | Days of Leave |
|-------------------------------|----------------|---------------|
| Sick Leave – 1st year | 47.5 hours | 5 days |
| Sick Leave – subsequent years | 95 hours | 10 days |
| Annual Leave | 152 hours | 16 days |

The taking of part day leave will require a pro rata calculation for leave entitlement deduction. i.e. ½ day sick leave (6 hours physical leave) will result in a deduction of 4.25 hours (1/2 of 9.5 hours) of sick leave from your entitlement.