

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/139

TITLE: Dawson's Distributions Enterprise Agreement

I.R.C. NO: 00/1573

DATE APPROVED/COMMENCEMENT: 20 April 2000

TERM: 14 March 2002

**NEW AGREEMENT OR
VARIATION:** New - Replaces EA97/112

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged as Storemen, Truck Drivers or Cleaners performing warehousing activities at the distribution centre located at Kelso

PARTIES: Dawson's Distributions Pty Ltd -&- National Union of Workers, New South Wales Branch



DAWSON'S DISTRIBUTIONS ENTERPRISE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

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ATTACHMENT C – 2ND YEAR INCREASE AGREEMENT
– LETTER TO DERRICK BELAN DATED 17/12/99

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1. PARTIES TO THE AGREEMENT

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

DAWSON'S DISTRIBUTIONS PTY LTD (A.C.N. 003 877 870) ("the employer")

AND

NATIONAL UNION OF WORKERS ("the union")

2. 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*.

3. APPLICABILITY OF THE AGREEMENT

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

4. DATES OF OPERATION

This Agreement shall take effect as at the 15th March 00 and expire on the 14th March 02.

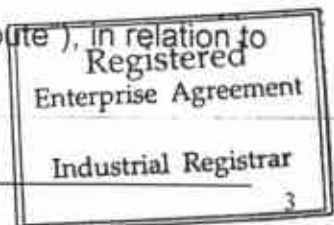
5. DURATION OF AGREEMENT

This Agreement shall remain in force for a maximum period of two years. 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.

6. 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. -

7. ANTI-DISCRIMINATION

The parties to this Agreement agree that:

- a) It is their intention to achieve the principle object in paragraph 3(j) of the *Workplace 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.

8. OUTSIDE EMPLOYMENT

Dawson's Distributions 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 Dawson's Distributions.

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 Dawson's Distributions once a 10-hour break between various employers has been established.

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9. EMPLOYEE CLASSIFICATION

All current employee's employed by Dawson's Distributions 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.

10. 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 – Domestic and Raws**

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

- c) **Storeman – Export**

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

11. 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	\$14.683
Storeman – Domestic	
a) current trailer licence	\$14.283
b) no trailer licence	\$12.834
Storeman – Export	\$14.283
Storeman – Raws	\$14.283

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Cleaner	
a) Permanent	\$11.408
b) Casual	\$14.220

12. AVERAGE PAY

Subject to overtime or other irregular events, the parties agree that Dawson's Distributions will average the pays of domestic storemen and 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 \$798.10 per week. The employee will also receive an averaged meal allowance of \$34.477 per week.

b) Storeman – Domestic

Employees holding a current trailer license required for their employment will receive an average gross weekly wage of \$603.01 per week.

Employees not holding a current trailer license will receive an average gross weekly wage of \$ 541.83 per week.

13. CASUAL EMPLOYEES

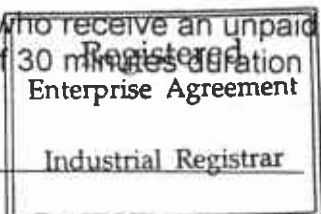
The parties acknowledge that the following clauses shall not apply to casual employees:

- 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

14. 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.



15. ALLOWANCES

a) Meal Allowances

- i) 12 hour truck drivers: will receive an overtime meal allowance of \$10.80 per rostered shift.
- ii) Storemen – 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 one hour or more after the employee's normal finishing time, the employee will receive a paid an overtime meal allowance of \$7.65.

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 (7.00am to 7.00pm)	NIL
Night shift (7.00pm to 7.00am)	30.0 %

Shift allowances will apply on shifts worked Monday to Friday.

- ii) Storeman – Domestic: The following shift allowances have been taken into consideration when calculating the employee's average pay:

Day shift (7.00am to 3.30pm)	NIL
Afternoon shift (3.00pm to 11.10pm)	15.0 %
Night shift (11.00pm to 7.10am)	15.0 %

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

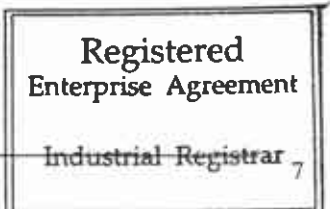
Day shift (7.00am to 3.30pm)	NIL
Afternoon shift (3.30pm to 12.00am)	15.0%

16. 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	

* (12 continuous shift workers only)



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 double time.

- 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 12 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 - Domestic

Public holidays will be paid for on the shift that is due to start on the public holiday.

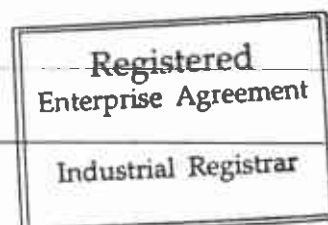
An employee who is rostered on and does not work a public holiday will receive his average pay for the day.

An employee who is 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.

d) Storeman – Export 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.



17. 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

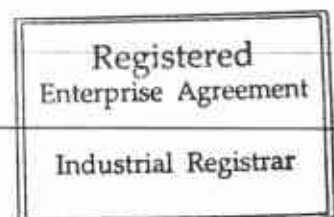
For overtime hours performed on a Sunday, the rate of pay will be double time and a half for all hours worked.

18. 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.

19. 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, fortnightly or monthly by a majority agreement between the employer and employees.

20. SUPERANNUATION CHOICE OF FUND PROVISION

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 and raws: 38 hours at the base rate of pay as listed in clause 11
- b) storeman – domestic and 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 Dawson's Distributions Pty Ltd.

21. 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.

22. 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.

23. 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.

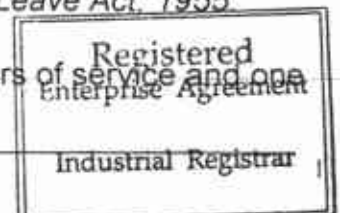
b) **Storeman – Domestic, Export and Raws:**

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

24. LONG SERVICE LEAVE

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

The employee will receive two months paid leave after ten years of service and one month 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:

- 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.

25. 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 24 hours for truck drivers each year. This requirement for documentation includes part day absences.

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:

- 38 hours sick leave advanced upon commencement of service,
- 1.8219 hours sick leave per week for second and subsequent years of service to a maximum of 95 hours per year.

b) Storeman – Domestic:

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

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

- 38 hours sick leave advanced upon commencement of service

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

- 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.

25. 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 8 hours sick leave for storemen and cleaners and 12 hours for truck drivers each year. This requirement for documentation includes part day absences.

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:

- 38 hours sick leave advanced upon commencement of service,
- 1.8219 hours sick leave per week for second and subsequent years of service to a maximum of 95 hours per year.

b) Storeman – Domestic:

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

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

- 38 hours sick leave advanced upon commencement of service

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- ii) 1.457 hours sick leave per week for second and subsequent years of service to a maximum of 76 hours per year.

c) Storeman – Export and Raws:

The employee will be entitled to sick leave as per clause 25 (b), except, sick leave will be paid at the employee's base rate of pay.

26. PERSONAL CARER'S LEAVE

The employee, if he has responsibilities for the care of family members (as defined below), may use his current sick leave entitlement to care for such persons.

"Family members" are defined as a spouse (including defacto spouse and same sex defacto spouse), child, grandparent, grandchild, or sibling of the employee or employee's spouse, or a relative of the employee who is a member of the same household.

The company may require production of reasonable evidence of the family member's sickness, as it deems appropriate.

27. BEREAVEMENT LEAVE

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).

28. 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:

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- 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 manger via the telephone 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.

29. 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.

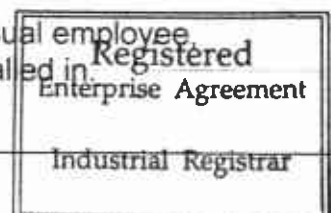
30. NO EXTRA CLAIMS

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. AMENDMENT OF AGREEMENT

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



This Agreement has been made between:

DAWSON' DISTRIBUTIONS PTY LTD and NATIONAL UNION OF WORKERS

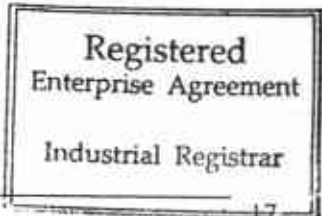
SIGNED FOR AND ON BEHALF OF DAWSON'S DISTRIBUTIONS PTY LTD

Signed *N.A. Dawson* Dated 28.3.00
Name in Full Neville Alfred Dawson Position Director



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

Signed *Frank Belan* Dated 31.3.2000
Name in Full FRANK BELAN Position STATE SECRETARY



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

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ANNEXTURE B – STOREMAN - DOMESTIC WAGE ANNUALISATION

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

Hours performed after midnight on Friday night shift time and a half

ROSTER

Roster cycles over a three week period.

Week 1	Day Shift	(7.00am to 3.30pm)
Week 2	Night Shift	(11.00pm to 7.10am)
Week 3	Afternoon Shift	(3.00pm to 11.10pm)

Registered
Enterprise Agreement
Industrial Registrar

Dawson's Distributions
dawsons@ix.net.au
PO Box 240 Bathurst NSW 2795 **Pty Ltd**
Domestic 6333 8151 Fax 6333 8152 Export 6333 8195

Derrick Belan
NUW

17/12/99

Derrick,

This letter is to confirm our conversation yesterday the 16/12/99.

Dawson's Distributions in an effort to reach reconciliation in regard the dispute between members of the NUW and Dawson's Distributions Pty Ltd have offered the following:

1. In regard back pay Dawson's Distributions make the offer of \$500.00 clear to the NUW members, noting Peter Crowley's statement made at the meeting held on the 15/12/99, "Peter Crowley, Paul Connell, and Kevin Gorham are excluded due to there current pay situation"
2. In relation to the second year increase, Dawson's Distribution is prepared to enter into negotiations with the NUW during the second year of the agreement, to determine whether any additional pay increases are warranted.

In determining whether any additional pay increases are warranted the company shall have regard to a number of factors including, but not limited to;

- Business viability and the future with Uncle Bens
- Company's profitability
- Company's financial position
- Productivity levels of employees
- Economic factors
- Employee work practices
- Economic factors
- Movements and conditions in Award wages for comparable employees

We will enter these negotiations in good faith. As part of this process, we would expect the NUW to put forward a submission in respect of any proposed wages increases and justification for same.

After consideration of submission and the above mentioned factors, the company will in its absolute discretion determine whether any wage is justified in the second year of the agreement and the amount of same.

3. The Dawson's Distributions Enterprise Agreement as reviewed would be accepted as the new and current document in its entirety.

Yours Faithfully

N. Dawson

Neville Dawson
Managing Director

David Hagney
Logistics Manager

