

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/256

**TITLE:** Trimex Pty Limited Warehouse Enterprise Agreement 2002

**I.R.C. NO:** IRC02/4202

**DATE APPROVED/COMMENCEMENT:** 31 July 2002/1 April 2002

**TERM:** 31 March 2004

**NEW AGREEMENT OR VARIATION:** Replaces EA01/39

**GAZETTAL REFERENCE:** 6 September 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 22

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of Trimex Pty Limited who are engaged in the Company's warehousing operations and who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** Trimex Pty Ltd -&- National Union of Workers, New South Wales Branch



# TRIMEX PTY LIMITED WAREHOUSE ENTERPRISE AGREEMENT 2002

## 1. TITLE OF AGREEMENT

This agreement shall be known as the Trimex Pty Limited Warehouse Enterprise Agreement 2002.

## 2. ARRANGEMENT

<u>Clause</u>	<u>Page No.</u>
3. Application .....	2
4. Parties Bound.....	2
5. Date and Period of Operation .....	2
6. No Extra Claims .....	2
7. No Duress .....	3
8. Relationship to Parent Award .....	3
9. Definitions .....	3
10. Objectives of the Agreement.....	4
11. Strategy of the Agreement .....	4
12. Labour Flexibility .....	5
13. Classification Structure.....	5
14. Skills Training Program.....	9
15. Skills Evaluation.....	10
16. Rates of Pay .....	11
17. Leave .....	12
18. Redundancy .....	12
19. Grievance Procedure for Employee Performance Concerns .....	12
20. Disputes Procedure for Matters Arising Out of this Agreement .....	16
Appendix A – Wage Rates .....	18
Appendix B – Redundancy .....	19
Signatories.....	22



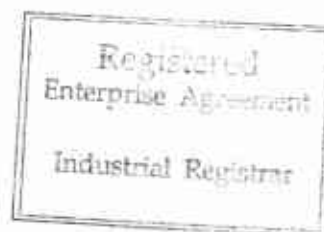
**3. APPLICATION OF AGREEMENT**

This Agreement will apply to Trimex Pty Limited and employees of Trimex Pty Limited who are employed to perform duties which are consistent with the classification structure described in Clause 13 of this Agreement, and, in the absence of this Agreement, would be covered by the Storemen and Packers General (State) Award.

**4. PARTIES BOUND**

The parties to this agreement shall be:

- (1) Trimex Pty Limited; and
- (2) Employees of Trimex Pty Limited whether members of the organisation referred to in subclause (3) hereof or not who are engaged in duties which are consistent with the classification structure described in clause 13 of this Agreement; and
- (3) National Union of Workers, NSW Branch
- (4) Third Party Operators. It is agreed that in the event that Trimex decided to contract out its warehousing to a third party, any remaining term of this agreement is required to be honoured by such third party.



**5. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after 1 April 2002 and shall remain in force until 31 March 2004.

Negotiation for a new agreement will commence four months before the expiry of this Agreement. If the negotiations for a new enterprise agreement continue past the expiry date of this Agreement, then subject to provisions of the Industrial Relations Act 1996 (NSW) the new agreement will be backdated to the expiry date of this Agreement when the negotiations are completed, and the Agreement registered by the NSW Industrial Relations Commission.

The Union undertakes not to commence or seek to commence any bargaining period under the Workplace Relations Act 1996 until such time as the expiry of this Agreement.

**6. NO EXTRA CLAIMS**

For the term of this Agreement, all parties covered by this Agreement will not make any further claims. This clause is not intended to limit the clauses covering productivity and flexibility in work practices or procedures.

## NO DURESS

The parties of this Agreement acknowledge that this Agreement has not been entered into under any form of duress.

## 7. RELATIONSHIP TO THE PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers - General (State) Award provided that where there is any inconsistency between this Agreement and the Storemen and Packers - General (State) Award, this Agreement shall prevail to the extent of the inconsistency.

## 8. DEFINITIONS

The following terms shall be defined as prescribed in this clause for the purposes of this agreement:

**“Agreement”**: shall refer to the Trimex Pty Limited Warehouse Enterprise Agreement 2000 except where otherwise specified;

**“Award”**: shall refer to the Storeman and Packers General (State) Award

**“Company”**: shall refer to Trimex Pty Limited, 5 Crewe Place, Rosebery NSW 2018 (and other NSW sites)

**“Consultative Committee”**: a discrete single bargaining unit with representation from the Union on the Committee.

**“Employees”**: shall be defined as employees of Trimex Pty Limited who are engaged to perform duties described in Clause 3 - Application of this Agreement;

**“Industrial Organisation of Employees”**: shall refer to The National Union of Workers, NSW.

**“Normal Work”**: shall mean the situation existing immediately prior (status quo) to the dispute or the matter giving rise to the dispute.



## 9. OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are to:

- clearly articulate the terms and conditions of employment for employees employed by the Company; and
- define the rights and responsibilities of the parties to the Agreement.

## 11. STRATEGY OF THE AGREEMENT

The Company and employees will continue to work together to achieve significant improvement in the performance of the Company with the ultimate aim of matching and surpassing performance achieved by other international leaders in the cosmetic and fragrance industries and to provide a remuneration which reflects these achievements. This will be achieved by addressing the entire warehouse system, the organisation structure, the plant, the equipment and the development of employees, from worker to management. All factors that combine to produce, package and deliver goods and services to the customer will be integrated. These include: -

### (a) Continuation of the Career Structure and Skills Acquisition Program

The aims of the career structure are to:-

- (i) simplify and restructure current organisational systems around flexible job functions within clear product units utilising self-directed teams aimed at achieving world standard performance levels;
- (ii) put quality, maintenance and production into the hands of direct operating staff in a simplified cellular structure. Provide supporting information systems and training;
- (iii) install team mechanisms for continuous improvement of measurable performance indicators against defined and reviewed targets with clear leadership by a new management strategy. By necessity, this will include a review of management structures as accountability and responsibility for agreed tasks are devolved to employees making for a flatter organisation structure;
- (iv) development of a workforce which is more highly trained, both functionally and cross-functionally to increase labour flexibility.

- (b) Continued commitment to the skills based classification structure
- (c) Utilisation of the Consultative Committee through regular meetings with formal written minutes.

## 12. LABOUR FLEXIBILITY

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multiskilling will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. In consideration for the wage increases made available, agreement has been reached for employees to perform a wider range of tasks and participate in additional training. The following principles apply:-

- (a) employees will perform such work as is lawfully required of them by the Company and will accept reasonable instruction and directions from authorised personnel;
- (b) employees will take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee;
- (c) employees will not unreasonably impose any limitation or enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: provided that the appropriate consultation in relation to the introduction of new technology has taken place; and
- (d) the Company will ensure employees who wish to be trained on any new equipment or machinery that is purchased can do so.
- (e) Lunch breaks are to be taken in two non overlapping 1 hour breaks between the hours of 12 noon through to 2.p.m. Allocation of staff to the respective lunch shifts will be at the direction of the Distribution Manager in accordance with maintaining operational capability in all warehouse areas.

## 13. CLASSIFICATION STRUCTURE

### (1) Purpose

The classification structure reflects the Company's need for added flexibility, improved productivity and increased efficiency.



**(2) Commitments**

Employees have agreed to undertake skills training and personal development programs in order to reach higher competency levels.

The structure makes the way clear for every new employee to be trained and have the capacity to undertake further training, to acquire suitable experience and progress through a career path.

**(3) Grading**

Allocation of gradings and progression through the levels in the classification structure will be subject to the provisions in Clause 16 - Skills Evaluation of this Agreement

**(4) Casuals**

Casual storepersons employed by the Company will commence on the grade 1 rate plus 15% loading plus 1/12<sup>th</sup> of ordinary time earnings in lieu of annual leave.

Casual storepersons hired from third party agencies are entitled to grade 1 storepersons rates plus 15% loading plus 1/12<sup>th</sup> of ordinary time earnings in lieu of annual leave.

**(5) Storeperson Career Path and Skills Development Matrix**

**GRADE 1 STOREPERSON**

An employee classified as a Grade 1 storeperson shall participate in (but not limited to) the following programmes and be trained to perform the following duties:

- Undertake General Induction including: -
  - conditions of employment and general company information;
  - location of docks and facilities, etc.
  
- Undertake Occupation Health and Safety Induction including: -
  - safe lifting
  - occupational health
  - emergency response and safety policy
  - general safety
  - know safety equipment locations
  - use of protective clothing and equipment



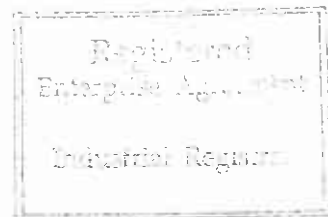
- Undertake Teamwork Training
- Trained to accurately pick/pack orders within the first three months
- Basic product knowledge i.e. knowing what is in own area
- Maintain good housekeeping
- Demonstrate correct use of the scales
- Will exercise discretion within their levels of skills and training
- Possess good inter-operational and communications skills
- Will perform incidental clerical and administrative duties

On satisfactory performance of the preceding skills and participation in training prescribed a Grade 1 Storeperson will become eligible to progress to Grade 2.

### **GRADE 2 STOREPERSON**

An employee classified as a Grade 2 storeperson shall participate in (but not be limited to) the following programmes and be trained to perform the following duties:

- Competent in and undertakes all tasks in Grade 1
- Commence training on visual display unit and become competent in usage (this is not a current requirement)
- Commence training in accurate inventory and stores control
- May be required to assist in the training and development of Grade 1 trainee storeperson
- Ensure that damaged product and packaging is identified and passed to relevant section of the warehouse
- Ensure the required quantity of product is supplied to our customers
- Possess and maintains a current forklift license
- Undertake further training on safety matters



### **GRADE 3 STOREPERSON**

An employee classified as a Grade 3 storeperson shall participate in (but not be limited to) the following programmes and be trained to perform the following duties:

#### **Specific Duties**

- Competent in and undertakes all tasks in Grades 1 and 2



- On the job coaching on this and lower levels
- Commence training in reporting and investigating accident/injury incidents
- Competent in the understanding of regulations relating to handling storage, loading and unloading of specific products, for example alcohol, etc.
- accurate inventory and stores control
- possess sound inter-personal and communication skills
- co-ordinate and undertake work in a team environment under general supervision of Team Leader and Distribution Manager
- Can fill in for Level 4 employees on a needs basis and may perform work requiring normal supervision
- Have working knowledge of all operation areas and docks
- When required in the Bond section, process orders utilising high level skills, e.g. customs documents, special consignments
- Sound working knowledge of all stores duties performed at levels below this grade and has a good knowledge of the employer's product
- Assisting in the provision of on the job training only
- Has a sound knowledge of the employer's operations and product

#### **Skills Training and Qualifications**

- Problem solving techniques
- Communication skills course
- Basic ergonomics - assessed

#### **General**

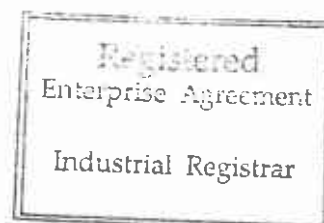
- This position is for skilled and experienced storepersons. It is the entry position for Grade 4 Team Leader and the skills acquired at Grade 3 level assist in preparing the employee for promotion and appointment to Grade 4 Team Leader.

#### **GRADE 4 TEAM LEADER**

A Grade 4 Storeperson is the most senior skilled storeperson position. The Company will make every effort to promote employees to Group 4 from "within".

This position is the Team Leader position and is appointed on merit and skill, taking into account the following factors:-

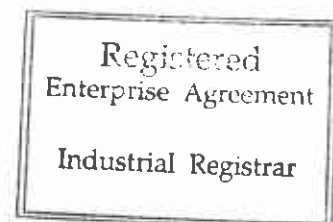
- clerical and administration aptitude
- supervisor assessment



- work performance
- relevant experience
- attendance
- attention to detail
- general attitude to company standards
- skills acquired
- flexibility
- inter-personal and communication skills
- problem solving ability
- training ability

### **Specific Duties**

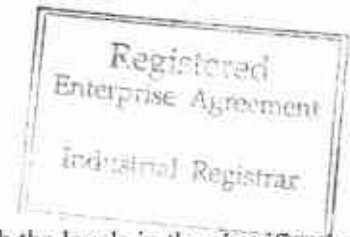
- Competent in and undertake all tasks in Grades 1, 2 and 3.
- Perform multiple stores activities.
- Training of storepersons at all levels.
- On a consent basis, complete either warehousing and distribution course or supervision and /or communications skills course/certificate at a TAFE college or other equivalent course. The Company will pay the initial course costs. If the employee fails the course, then they must pay all fees associated with repeating the course. However, this will be reimbursed on passing the subject in the relevant year.
- Supervise crew of storepersons.
- Receive instructions and allocate workflow to employees.
- Maintain crew adherence to general housekeeping requirements.
- Assist in the provision of work output set by management.
- Determine shortages in labour or material or equipment failures and bring deficiencies to management's attention.
- Proper application and maintenance of appropriate occupational health and safety standards and company safety procedures.
- Check that appropriate stock is stored in the coolroom.
- Process all paperwork for freight companies.
- Dispatch of goods with appropriate paperwork.



### **Skills Training Qualifications**

- Complete supervision course - assessed
- At employer's request and employee's agreement, undertake tertiary studies as outlined - assessed
- Job instructor (train the trainer) skills - assessed

- Undertake St. John's First Aid Training - assessed
- Undertake in-house or external computer training course appropriate to enterprise needs.
- Accident investigation reporting - assessed.



**14. SKILLS TRAINING PROGRAM**

- (a) In order to give employee's the opportunity to advance through the levels in the classification structure, the Company will provide training which an employee may need to assist their progression.
- (b) The development and implementation of training programs will be monitored by the Consultative Committee established to ensure that such programs are effective.

**15. SKILLS EVALUATION**

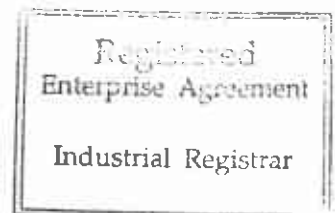
- (a) Each employees' performance will be graded by the Distribution Manager based on their performance and ability to perform certain tasks and weighting those aspects in accordance with their required performance. Any pay increases corresponding to any movement between or within grades will operate from the first full pay period on or after the appointment by the Distribution Manager in writing.
- (b) New employees starting after commencement of the Agreement will be graded by the Distribution Manager. New employees will commence on a probationary period for the first three months of employment with the Company.
- (c) The Committee, plus, if not already on the Committee, the Leading Hand responsible for the individual employee, will be responsible for reviewing and discussing the performance of employees (in Grades 1 to 3) and their assessment by the Distribution Manager. The employee may make representation to the Distribution Manager who will advise them of the basis of his decision (if necessary). If the Distribution Manager deems it necessary, he/she may alter an employee's assessment based on the Consultative Committee's representations. The Consultative Committee, in their assessment, will bear in mind the process the Distribution Manager uses to assess the employee and determine their assessment in a similar manner.
- (d) The specific competency standards which have been agreed with the Consultative Committee will be used to assess performance for promotion.
- (e) Assessments will take place on a twelve (12) monthly basis for all employees except in the

following situations:

- (i) Grade 1 employees will be assessed on a six (6) monthly basis.
- (ii) Employees whose performance is not satisfactory will be advised by their Team Leader and Distribution Manager two months before their next review. The Distribution Manager after advising the Consultative Committee assesses that an Employee is not genuinely performing satisfactorily; then the employee in question will be down graded for two months, without loss of pay and will be subject to the appropriate counselling procedure. The employee in question will be reassessed after two months.  
In the event of disagreement, the matter will be decided by the Distribution Manager In consultation with the Consultative Committee. If they do not agree, the disputes procedure will be implemented.

- (f) The fourth grade is the Team Leader level and requires even further training and an illustration that skills have truly been acquired in a practical sense. Promotion to this grade will be at the discretion of the Company and subject to a vacancy.
- (g) The Company acknowledges the position of cleaning within the warehouse is a specialised position whereby the incumbent will be assessed separately by the Distribution Manager. However, this employee will be graded as above and in all other aspects will be treated as per their grade.
- (h) Employees must be able and willing to complete jobs within their grade. If not, employees can go back a grade at the direction of the Company.

If employees do go back a grade, their salary will remain at the same level until their grading salary "catches up" with their salary. Employees should be aware that if this situation arises, performance counselling will be necessary.



## 16. RATES OF PAY

- (a) The rates of pay set out in this clause are inclusive of any allowances contained in the Storemen and Packers - General (State) Award other than first aid, meal and travel allowances.
- (b) It is the Company's intention to increase the pay scales of the grades (refer to Appendix A).

- (c) For the purposes of calculating the percentage wage increases referred to in clause 16(b) of this Agreement it is agreed that in the situation where an individual employee is in receipt of payment in excess of the rates of pay applicable for his/her classification as prescribed in clause 16(d) of this Agreement the wage increase shall only apply to rate of pay prescribed in the Agreement for that classification. The difference between the employee's actual wage rate and the minimum rate in this Agreement shall be frozen and not be subject to percentage increases contained in clause 16(b).
- (d) The minimum salary for employees in their respective grades will be as per Appendix A of this Agreement

## 17. LEAVE

- (a) **Annual Leave**

Annual Leave and Annual Leave Loading shall be as prescribed in the Annual Holidays Act 1944 and the Award.

- (b) **Long Service Leave**

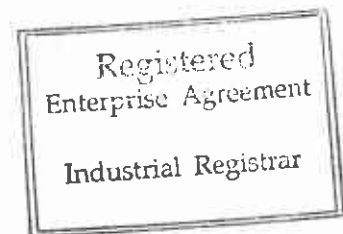
Long Service Leave shall be as prescribed in the New South Wales Long Service Leave Act 1955

- (c) **Sick Leave**

Sick Leave shall be as prescribed in the Storeman and Packers General (State) Award

- (d) **Parental Leave**

Parental Leave shall be as prescribed in the New South Wales Industrial Relations Act 1996.



## 18. REDUNDANCY

In accordance with Appendix B which applies for the duration of this agreement.

## 19. GRIEVANCE HANDLING PROCEDURE FOR EMPLOYEE PERFORMANCE CONCERNS

The procedure is designed to encourage and improve good work practices, performance and individual conduct. The procedure will also prescribe steps for giving guidance and, in appropriate cases, taking disciplinary action.

## **Objectives**

- To encourage and improve good work practices, performances and individual conduct.
- To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly, fairly and consistently.
- To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- To ensure that, other than in cases of serious misconduct, severe disciplinary action is taken only as a last resort, following appropriate counselling and after formal warnings have been given.

## **Responsibilities**

This procedure is to be observed by the Company and/or supervisors at all levels. It is management's responsibility to make available and know to all employees, as appropriate, the standard terms and conditions of their employment and all rules and regulations relating to their work. Employees, for their part, are required to familiarise themselves with these documents and to comply with the prescribed company rules and statutory regulations.

Infringements of rules will be dealt with on an individual basis and, where appropriate, mitigating circumstances will be taken into account.

## **Administration of Procedure**

Apart from offences or misconduct warranting summary dismissal (refer following section), unsatisfactory attendance or work performance of a less serious nature should be counselled in accordance with the following steps.

An employee who is to be counselled has the right to request a convenient witness be present at the counselling. This witness may be the Union Delegate if the employee so desires. The employee may give copies of the record of counselling to the Union Delegate (whether present or not at the counselling) if they wish.

### **Step 1 – Counselling**

The Distribution Manager accompanied by the Leading Hand should:-

- Discuss the problem with the employee.
- Advise the employee of the standards of performance, attendance or conduct, etc expected.
- Agree on specific action to be taken and set a date for review. Should the same situation or problem arise within the two months period set for review, the procedure set out in Step 2 should then be followed.

NOTE: An agreed record of counselling will be made with a copy retained by the Distribution Manager, the employee and a copy in the employer's personnel file.

### **Step 2 – Follow up Counselling**

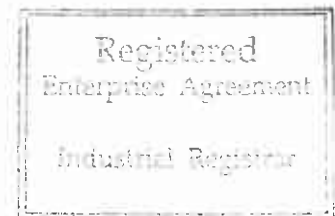
The Distribution Manager accompanied by the Leading Hand should:-

- Review previous situation
- Indicate insufficient response to previous counselling and discuss reasons why.
- Indicate to employee the consequence of continued lack of improvement.
- Discuss possible solutions to the problem.
- Wherever possible, agree on action to be taken and set further date for review. Should the same situation recur within a two month period set for this review the procedure in Step 3 should be followed.

### **Step 3 – Reprimand**

If counselling is not successful, the Distribution Manager and Leading Hand should reprimand the employee, in doing so he/she should:-

- Restate the offence or problem.
- Restate the agreed corrective action.
- Indicate to the employee the action now being taken – i.e. a written reprimand will now be administered.
- Warn the employee that further repetition of the offence or failure to improve may result in a severe reprimand and final warning.
- Record the reprimand on the Record of Interview sheet with a copy of the "Record of Interview" to be given to the employee. This is to be an agreed record in accordance with the note contained in Step 1 of this procedure. Should there be further recurrence of the offence or conduct within the four month period set for review under this step, Step 4 of this



procedure should be followed.

#### **Step 4 – Severe Reprimand and Final Warning**

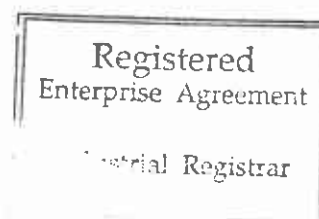
If the offence or conduct is repeated or continues, a severe reprimand and final warning will be necessary. Once again, the offence, or unsatisfactory conduct, should be restated and the employee warned that failure to improve within a four month period will result in dismissal. Final warnings should be recorded as in Step 3 (5) above. The Union Delegate will be present at this stage.

#### **Step 5 – Dismissal**

If counselling, reprimand and severe reprimand and the final warning have proved to be ineffective, there is no alternative but to dismiss the employee.

If the dismissal becomes necessary, the action should directly involve the Distribution Manager and the following procedure will be observed:

- Prior to actually dismissing any employee in these circumstances, the matters giving rise to the possible dismissal are reviewed between the Distribution Manager and his/her Leading Hand. In this review, the Distribution Manager will satisfy himself/herself that all steps in the procedure have been faithfully followed and that the employee has failed to respond to earlier counselling and formal reprimands and that dismissal is now both justifiable and necessary.
- Having decided on dismissal, the employee should be invited into the privacy of an office and, if a member of the Union, the attendance of the Union Delegate must be arranged.
- Restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
- Advise the employee that as he/she has failed to comply with the previously agreed corrective action, dismissal has resulted as a consequence.
- All terminations are to be enacted by the Distribution Manager.
- Submit the usual termination advice to the Personnel Section and employee stating the reason for dismissal.





### **Expiry of Probationary Period**

If after the lapse of the agreed period the employee subsequently repeats the offending conduct, then the procedure will be repeated from the first step.

### **Summary Dismissal**

If an employee is guilty of conduct or behaviour which warrants summary dismissal, the Company shall not be required to either give notice or to make a payment in lieu thereof or comply with the above procedures.

Without limiting the Company's rights in this regard, examples of such conduct or behaviour may be the commission of a criminal act against the Company, its employees, contractors or clients, refusal of duty, serious and wilful breaches of the Company's safety policy and/or the provisions of the Occupational Health and Safety legislation, fighting, vandalism, theft or having prohibited drugs on the premises.

## **20. DISPUTES PROCEDURES FOR MATTERS ARISING OUT OF THIS AGREEMENT**

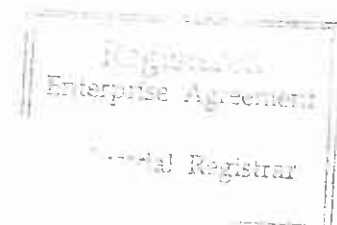
The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Agreement shall be in accordance with the following procedural steps.

### **(a) Procedure relating to a grievance of an individual employee:**

- The employee shall notify the Company and the Delegate if required as to the substance of the grievance, request a meeting with the Company for discussions and state the remedy sought.
- The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- Reasonable time limits shall be allowed for discussion at each level of authority.
- At the conclusion of the discussion, the Company shall provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- While a procedure is being followed, normal work shall continue.

### **(b) Disputes between an employer and employees:**

In the event of a question, dispute or difficulty arising:



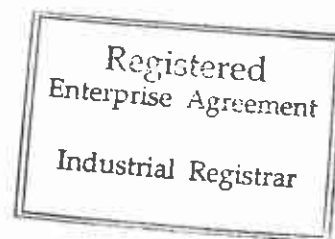
- The matter shall be first raised with the Supervisor and the delegate if required and agreement sought.
- If the dispute is not resolved at this level, the matter shall be discussed between the Union delegate and representatives of management.
- Should the dispute remain unresolved, the matter shall be referred to an official of the Union, who shall discuss it with senior management, If necessary, the State Secretary of the Union and the relevant Employer Association may also be involved in discussions at this stage.
- In the event of no agreement being reached at this stage, parties will have the right to notify the Industrial Relations Commission of New South Wales.
- Reasonable time limits shall be allowed for discussion at each level of authority but undue delay should be avoided.
- While the procedure is being followed, normal work will continue.
- The parties and each employee acknowledge and accept that this procedure is binding.



**TRIMEX PTY LIMITED WAREHOUSE  
ENTERPRISE AGREEMENT 2002 WAGE RATES**

Classification		Current Minimum	1 April 2002 5.5%	1 April 2003 5.5%
Grade 4 (including Leading hand allowance)		\$687.96 per week	\$725.80 per week	\$765.72 per week
Grade 3		\$631.27 per week	\$665.99 per week	\$702.62 per week
Grade 2		\$575.62 per week	\$607.28 per week	\$640.68 per week
Grade 1		\$548.07 per week	\$578.21 per week	\$610.01 per week

Note: All rates of pay are based upon a 38 hour week.



## Appendix B

### 2. REDUNDANCY

#### 2.1 Redundancy

Redundancy is defined whereby the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision leads to the termination of employment of the employee.

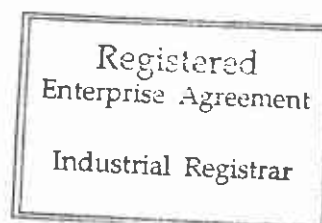
The parties have agreed to redundancy provisions that will remain in place for the term of this agreement. The parties also agree that the provisions are not to be used as a precedent for future discussions concerning suitable redundancy provisions for the Company. In accordance with clause 5 of the agreement, the parties agree to commence discussions four months prior to the expiry of this agreement, to develop suitable redundancy provisions, taking into account the operational and financial requirements of the Company.

#### 2.2 Employees Exempted

This clause does not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice. This clause does not apply in the case of probationary employees, casual employees with less than twelve (12) months employment, or employees engaged for a specific period of time or for a specified task or tasks.

#### 2.3 Consultation

The Company agrees that as soon as a definite decision has been made to make redundancies there will be consultation with the employees affected and the relevant union. As part of the consultation process it is agreed that casual employees will be terminated before full time redundancies are made and that volunteers will be requested from the full-time employees prior to any selection being made by the Company.



## **2.4 Provisions**

The provisions of the redundancy agreement that are to remain in place for the life of this agreement are as follows:

### **Continuous Service:**

Broken periods of employment shall not be taken into account.

### **Notice Period:**

4 weeks notice or payment in lieu of notice will be given to an employee who is to be made redundant.

### **Long Service Leave:**

Pro Rata Long Service Leave will be paid to those employees who have 5 years or more service in accordance with the provision of the *New South Wales Long Service Leave Act 1955*.

### **Annual Leave:**

Annual Leave and leave loading will be paid in accordance with the *NSW Annual Holidays Act 1944* and the Award.

### **Sick Leave:**

Accrued sick leave outstanding to be paid out.

### **Non-Voluntary Redundancy:**

Payment will be uncapped.

### **Voluntary Redundancy:**

Payment will be capped at 40 weeks for employees who elect to take voluntary redundancy.



**Weeks Pay:**

A weeks pay shall mean an employee's normal rate of pay for an ordinary weeks work at the time of notice of redundancy. The normal rate of pay does not include overtime, or allowances that do not directly relate to a normal weeks wages.

**Casual Employment**

Employees who are subject to non-voluntary redundancy from their full-time employment will be offered casual employment. Such casual employment will have first priority to available casual work.

Casual employment will not be considered as continuous service with Trimex where redundancy payments have been accepted.

Redundancy payments shall apply in accordance with table A hereunder together with the Age Entitlement when applicable.

All grades	Capped in Weeks	Weeks per Full Year of Service
Voluntary	40	4
Non Voluntary	Uncapped	4

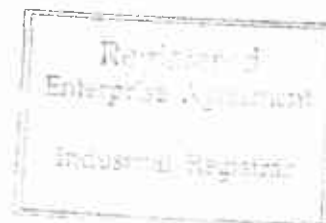
Part year service will be pro rated for non voluntary redundancy.

**Additional Age Entitlements**

Employees 45–50 years of age are entitled to a total 2 weeks additional redundancy payment.

Employees 50–55 years of age are entitled to a total 4 weeks additional redundancy payment.

Employees 55–60 years of age are entitled to a total 6 weeks additional redundancy payment.



The seal of Trimex Pty Limited )  
ACN 001 198 787 )  
was affixed in accordance with )  
its Articles this )  
5th day of MAY 2002 )



COMPANY SECRETARY

The seal of the National Union of )  
Workers, NSW Branch )  
was affixed in accordance with )  
its Articles and Rules this )  
27th day of MAY 2002 )



ANDREW  
PER D. SELAN  
STATE SECRETARY



Approved  
C. Kelly  
31 July 2002

