

Draft 02/07/98

WAREHOUSE ENTERPRISE AGREEMENT

1. AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

2. APPLICATION OF AGREEMENT

This Agreement provides for the employment arrangements for those employees of Trimex Pty Ltd (the Company) falling within the classification structure described in paragraph 8 of this Agreement, who, in the absence of this Agreement, would be covered by the Storemen and Packers - General Award.



3. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after April 1, 1998 and shall remain in force until April 1, 2000.

Negotiation for a new agreement will commence four months before the expiry of this Agreement. If the negotiations for a new 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.

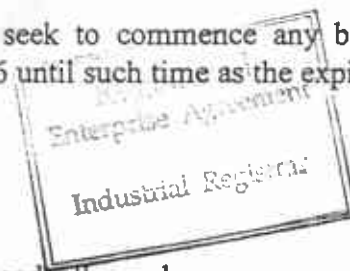
The Union undertakes not to commence or seek to commence any bargaining period under the Workplace Relations Act 1996 until such time as the expiry of this Agreement.

3A. NO EXTRA CLAIMS

For the term of this Agreement, the Union and all employees covered by this Agreement will not make any further claims on the Company with respect to the terms and conditions of employment.

3B. NO DURESS

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



4A RELATIONSHIP TO 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.

The rates of pay set out in clause 11 are inclusive of any allowances contained in the Storemen and Packers - General Award ~~other than first aid, meal and travel allowances.~~

4B. OTHER LEGISLATION

Non Discrimination

The Company and the employees covered by this Agreement will not in the course of employment discriminate against any employee because of race, creed, colour, religion, age, marital status, sex, membership or non-membership of an organisation or any other non job-related factor when the individual is otherwise qualified. This commitment extends to all phases of employment.

Affirmative Action

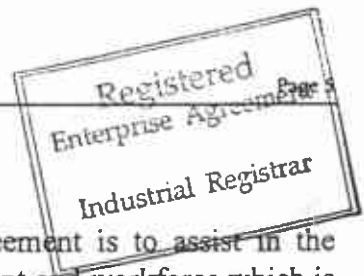
This clause compliments the Company's policy of providing equal opportunity of employment to all, irrespective of any other factors which are not related to the job.

The Affirmative Action (Equal Opportunity for Women) Act has been designed to:-

1. help women achieve equality for opportunity; and
2. provide business with a greater resource base from which to make selection decisions.

The objectives of the Company's Affirmative Action programme are to ensure that all potential and existing employees are provided with equal and fair opportunities in terms of recruitment, promotion, transfer, training and conditions of service during the course of their employment with the Company. The Company will recognise and encourage employees on the basis of their abilities, aptitudes, qualifications and skills.





5. OBJECTIVES OF THE AGREEMENT

The aim of this Agreement as with the previous Agreement is to assist in the development of a new company culture with a management and workforce which is flexible, committed and highly skilled.

The concept of teamwork is to develop as part of a normal work culture to allow the greatest possible flexibility and freedom of employees, constrained only by the ability of employees to work and operate technologically advanced equipment in a safe efficient manner. There will be total flexibility in the performance of duties within an employee's skill, competence and training.

The Company will be built on teamwork, participation, trust, devolved responsibilities and a shared vision of the future, based on innovation, manufacturing excellence and employees' shared ownership of the change process.

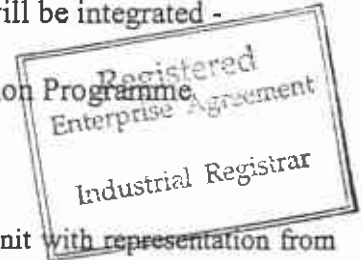
Demonstrable productivity improvements will be achieved by way of continuing:-

- (a) the creation of a working environment which understands the broader contributing factors to improved productivity and its relationship to employees' primary concerns by creating an environment in which meaningful jobs and security of employment can be maintained. This working environment will overcome the normal fears associated with change and will demonstrate the Company's objective to provide a long term future for its operations base in Australia;
- (b) simultaneous improvement of all the broader productivity issues such as cost, quality, technology, work organisation, product delivery, education/training evidenced through continuous learning and competence;
- (c) implementing an education/training and skilling programme for all levels of the Company which enables employees to function and contribute to teams which in turn provide clear career opportunities for individuals; and
- (d) endeavour to reduce labour turnover, disputation, absenteeism and lost time through injury by the creation of jobs which promote a safer and better working environment and hence job satisfaction and self-worth.

6. 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 -

- (i) the New Career Structure and Skills Acquisition Programme
- (ii) the skills based classification structure
- (iii) the Committee is a discrete Single Bargaining Unit with representation from the Union on the Committee.



The aims of the career structure are to:-

- (a) 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;
- (b) put quality, maintenance and production into the hands of direct operating staff in a simplified cellular structure. Provide supporting information systems and training;
- (c) 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; and
- (d) development of a workforce which is more highly trained, both functionally and cross-functionally to increase labour flexibility.

7. LABOUR FLEXIBILITY

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling 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 and machinery that is purchased can do so.



8. JOB CLASSIFICATION STRUCTURE

Specific

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

Employees have agreed to undertake skills training and personal development programmes 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.

There are four grades, subject to the final paragraph below, progression through three of which will be limited only by an employee's capacity to carry out functions and completion of the training necessary to obtain that capacity.

The fourth grade is the Team Leader level and requires even further training and an illustration that the 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.

The Company acknowledges the positions of maintenance and cleaning are specialised positions whereby the incumbents will be assessed separately by the Logistics Manager. However, these employees will be graded as above and in all other aspects will be treated as per their grade.

New employees starting after commencement of the Agreement will be graded by the Logistics Manager.



STOREPERSONS CAREER PATH AND SKILLS DEVELOPMENT MATRIX

1. GRADE 1 STOREPERSON

* All skills

SPECIFICATION DUTIES

- (a) UNDERTAKE GENERAL INDUCTION:
- conditions of employment and general company information
 - location of docks and facilities, etc.
- (b) UNDERTAKE OCCUPATIONAL HEALTH AND SAFETY INDUCTION:
- safe lifting
 - occupational health
 - emergency response and safety policy
 - general safety
 - know safety equipment locations
 - use of protective clothing and equipment
- (c) undertake teamwork training
- (d) trained to accurately pick/pack orders within the first three months
- (e) basic product knowledge i.e. knowing what is in own area
- (f) maintain good housekeeping
- (g) demonstrate correct use of the scales
- (h) will exercise discretion within their levels of skills and training
- (i) possess good inter-operational and communications skills
- (j) will perform incidental clerical and administrative duties



2. GENERAL

- Competency evaluation of trainee storeperson after six months continuous service by Logistics Manager and then by consultation with the Committee.
- Trainee storeperson will become eligible for promotion to Grade 2 storeperson after six months provided he/she is performing satisfactorily.

- After 12 months continuous service, if the employee is still not performing at a satisfactory level, then the employee will be given the opportunity to be retrained. If after a period deemed suitable by the Company the employee still is not performing satisfactorily, the disputes procedure can be invoked.

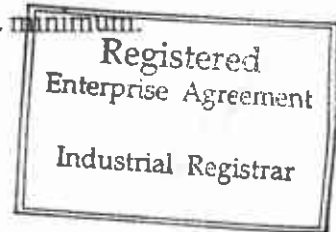


1. GRADE 2 STOREPERSON

- * Under normal conditions, acquisition of skills/knowledge for this level (as set out below) is expected to take 12 continuous service months at a ~~minimum.~~

SPECIFIC DUTIES

- (a) competent in and undertakes all tasks in Grade 1
- (b) commence training on visual display unit and become competent in usage (this is not a current requirement)
- (c) commence training in accurate inventory and stores control
- (d) may be required to assist in the training and development of Grade 1 trainee storeperson
- (e) ensure that damaged product and packaging is identified and passed to relevant section of the warehouse
- (f) ensure the required quantity of product is supplied to our customers
- (g) possess and maintains a current forklift licence
- (h) undertake further training on safety matters

**2. GENERAL**

- * Minimum six months continuous service at Grade 2 level under normal conditions.

1. GRADE 3 STOREPERSON

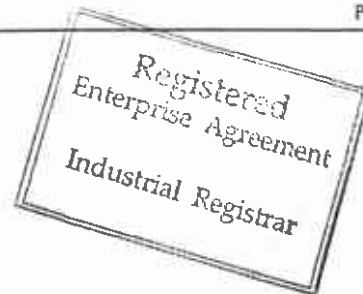
* All skills to be acquired

SPECIFICATION DUTIES

- (a) competent in and undertakes all tasks in Grades 1 and 2
- (b) on the job coaching on this and lower levels
- (c) commence training in reporting and investigating accident/injury incidents
- (d) competent in the understanding of regulations relating to handling storage, loading and unloading of specific products, for example alcohol, etc
- (e) accurate inventory and stores control
- (f) possess sound inter-personal and communication skills
- (g) co-ordinate and undertake work in a team environment under general supervision of Team Leader and Logistics Manager
- (h) can fill in for Level 4 employees on a needs basis and may perform work requiring normal supervision
- (i) have working knowledge of all operation areas and docks
- (j) when required in the Bond section, process orders utilising high level skills, e.g. customs documents, special consignments
- (k) sound working knowledge of all stores duties performed at levels below this grade and has a good knowledge of the employer's product
- (l) assisting in the provisions of on the job training only
- (m) has a sound knowledge of the employer's operation and product

2. SKILLS TRAINING AND QUALIFICATIONS

- (a) problem solving techniques
- (b) communication skills course
- (c) basic ergonomics - assessed



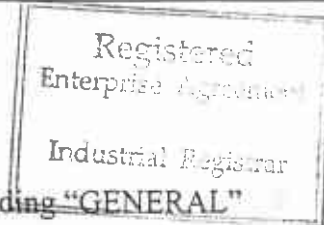
3. **GENERAL**

- * 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.

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1. **GRADE 4 TEAM LEADER**

- * Most senior skilled storeperson position
- * Selection to be made on basis of the factors under the heading "GENERAL"
- * Company will make every effort to promote from "within"



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

- (1) clerical and administration aptitude
- (2) supervisor assessment
- (3) work performance
- (4) relevant experience
- (5) attendance
- (6) attention to detail
- (7) general attitude to company standards
- (8) skills acquired
- (9) flexibility
- (10) inter-personal and communication skills
- (11) problem solving ability
- (12) training ability

SPECIFICATION DUTIES

- (a) competent in and undertake all tasks in Grades 1, 2 and 3
- (b) perform multiple stores activities
- (c) training of storepersons at all levels
- (d) 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.
- (e) supervise crew of storepersons
- (f) receive instructions and allocate workflow to employees
- (g) maintain crew adherence to general housekeeping requirements
- (h) assist in the provision of work output set by management
- (i) determine shortages in labour or material or equipment failures and bring deficiencies to management's attention

- (j) proper application and maintenance of appropriate occupational health and safety standards and company safety procedures
- (k) check that appropriate stock is stored in the coolroom
- (l) process all paperwork for freight companies
- (m) dispatch of goods with appropriate paperwork



2. SKILLS TRAINING AND QUALIFICATIONS

- (a) complete supervision course - assessed
- (b) at employer's request and employee's agreement, undertake tertiary studies as outlined - assessed
- (c) job instructor (train the trainer) skills - assessed
- (d) undertake St. John's First Aid training - assessed
- (e) undertake in-house or external computer training course appropriate to enterprise needs
- (f) accidental investigation reporting - assessed

9. SKILLS TRAINING PROGRAMME

General Conditions

- (a) Subject to the provisions of this clause, in order to ensure that all employees may advance through all levels, the Company will provide training which each employee may need to undertake in the duties of the next highest level from Grade 1 to Team Leader Grade 4.
- (b) The development and implementation of training programmes will be monitored by the Consultative Committee established to ensure that such programmes are effective.



10. SKILLS EVALUATION

1. Each employees' performance will be graded by the Logistics 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 Logistics Manager in writing.
2. The Committee, plus, if already not on the Committee, the Leading Hand responsible the individual employee, will be responsible for reviewing and discussing the performance of employees (in Grades 1 to 3) and their assessment by the Logistics Manager. The employee may make representation to the Logistics Manager who will advise them of the basis of his decision (if necessary). If the Logistics 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 Logistics Manager uses to assess the employee and determine their assessment in a similar manner.
3. The specific competency standards which have been agreed with the Consultative Committee will be used to assess performance for promotion.
4. Assessments will take place on a twelve (12) monthly basis for all employees except those mentioned in the following clause:
 - (a) Grade 1 employees will be assessed on a six (6) monthly basis.
 - (b) Employees whose performance is not satisfactory will be advised by their Team Leader and Logistics Manager two months before their next review.
 - (c) The Logistics 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 employees in question will be reassessed after two months.
 - (d) The Union and the employees bound by this Agreement accept that a down grade does not constitute a dismissal at the instigation of the Company.
 - (e) In the event of disagreement, the matter will be decided by the Logistics Manager in consultation with the Consultative Committee. If they do not agree, the disputes procedure will be implemented.

11. RATES OF PAY

11.1 It is the Company's intention to increase the pay scales of the grades by a minimum of 8% over two years, being:

- (a) initial increase 4% as at 1 April 1998, being a basic increase of 3% and a 1% productivity increase paid in advance;
- (b) a further 4% as at 1 April 1999, being a basic increase of 3% and a 1% productivity increase paid in advance;

11.2 The minimum salary for employees in their respective grades will be within the following bands:-

	Maximum	Minimum	1 April 1998 (4%)	1 April 1999 (4%)
Grade 4 (including leading hand allowance)	\$37,000 pa	\$30,000 pa	\$31,200 pa	\$32,448 pa
Grade 3		\$27,500 pa	\$28,600 pa	\$29,774 pa
Grade 2		\$25,100 pa	\$26,104 pa	\$27,149 pa
Grade 1		\$23,900 pa	\$24,856 pa	\$25,850 pa

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

11.3 It is the Company's intention to provide for further increases in the pay scales dependent upon productivity gains over the two years, being:

- (a) a further increase up to 2% as at 31 December 1998 back dated to 1 October 1998 subject to productivity gains set out in clause ~~11.3~~ 11.4 below, being achieved as at 31 December 1998;
- (b) a further increase up to 2% as at 31 December 1999 back dated to 1 October 1999, subject to productivity gains set out in clause ~~11.3~~ 11.4 below, being achieved as at 31 December 1999.

11.4 The increases noted in paragraph 11.3 will be assessed by the following formula:

For 31 December 1998 Increase:

Total Warehouse Sales for the 9 months 1 April 1998 to 31 December 1998

Wages for the 9 months 1 April 1998 to 31 December 1998

The base rate will be 46.68. For each increase by 1.0% over the base rate, there will be an increase in the pay scale of 0.5% to a maximum of 2.0%.

For 31 December 1999 Increase :

Total Warehouse Sales for the period 1 January 1999 to 31 December 1999

Wages for the period 1 January 1999 to 31 December 1999

The base rate will be the higher of 48.68 or the rate for the 9 months ended 31 December 1998 plus 2.0. For each increase by 1.0% over the base rate there will be an increase in the pay scale of 0.5% to a maximum of 2.0%.

Increases will be back dated to 1 October of the respective year. However an employee must be employed at 31 December to be eligible for any increase.

11.5 For the purpose of this clause:

"Total Warehouse Sales" means the Warehouse Sales for the year ending 31 December 1998.

"Wages" means the total wages of all employees covered by this Agreement.

11.6 The further increases noted in paragraph 11.1 and 11.3 will be to gradings and for employees within their gradings band. For those employees whose salary is outside their grade, they will remain at the greater of their salary or the top of the grade.

11.7 Employees who are paid above their grade (after the initial increase) will remain at that salary until they are promoted into a new grade or their grading salary "catches up" with their salary.

11.8 The purpose and intent of this Agreement is for employees to progress to the highest grade based on performance. However, promotion to Grade 4 will only be available when a vacancy arises.

11.9 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.

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

11.11 Annual leave pay, long service leave, sick pay, will be based on the Storemen and Packers - General Award. The award will be made available in the warehouse.

11.12 Parental leave will be granted and taken in accordance with the Industrial Relations Act 1996.

12. 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

- (a) To encourage and improve good work practices, performances and individual conduct.
- (b) To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly, fairly and consistently.
- (c) To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- (d) 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

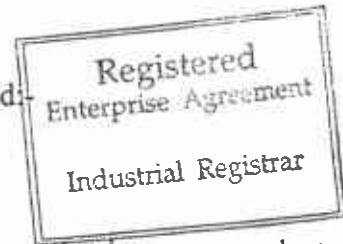
- (a) This procedure is to be observed by the Company and/or supervisors at all levels. It is management's responsibility to make available and known to all employees, as appropriate, the standard terms and conditions of their employment and all rules and regulations relating to their work. Employees, for their part, are required to familiarise themselves with these documents and to comply with the prescribed company rules and statutory regulations.
- (b) Infringements of rules will be dealt with on an individual basis and, where appropriate, mitigating circumstances will be taken into account.

ADMINISTRATION OF PROCEDURE

- (a) 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.
- (b) 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 Logistics Manager accompanied by the Leading Hand should:



1. Discuss the problem with the employee.
2. Advise the employee of the standards of performance, attendance or conduct, etc expected.
3. 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 Logistics Manager, the employee and a copy in the employer's personnel file.

Step 2 - Follow up Counselling

The Logistics Manager accompanied by the Leading Hand should:-

1. Review previous situation.
2. Indicate insufficient response to previous counselling and discuss reasons why.
3. Indicate to employee the consequence of continued lack of improvement.
4. Discuss possible solutions to the problem.
5. 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

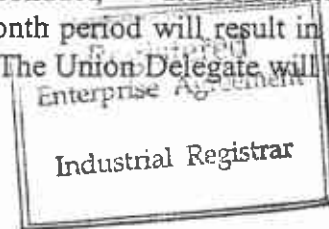
If counselling is not successful, the Logistics Manager and Leading Hand should reprimand the employee. In doing so, he/she should:-

1. Restate the offence or problem.
2. Restate the agreed corrective action.
3. Indicate to the employee the action now being taken - i.e. a written reprimand will now be administered.
4. Warn the employee that further repetition of the offence or failure to improve may result in a severe reprimand and final warning.

5. 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 Logistics Manager and the following procedure will be observed:

1. Prior to actually dismissing any employee in these circumstances, the matters giving rise to the possible dismissal are reviewed between the Logistics Manager and his/her Leading Hand. In this review, the Logistics 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 not only justifiable but also is necessary.
2. 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.
3. Restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
4. Advise the employee that as he/she has failed to comply with previously agreed corrective action, dismissal has resulted as a consequence.
5. All terminations are to be enacted by the Logistics Manager.
6. 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 time specified the employee subsequently attends again, the procedure is repeated from the first step.

Summary Dismissal

1. 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.
2. 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.

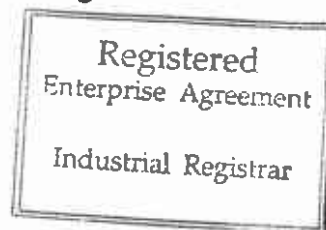
3. Disputes Procedure for matters arising out of this Agreement

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.

- (i) Procedure relating to a grievance of an individual employee:
 - (a) 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.
 - (b) 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.
 - (c) Reasonable time limits shall be allowed for discussion at each level of authority.
 - (d) 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.
 - (e) While a procedure is being followed, normal work shall continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
 - (f) The employee can be represented by an Industrial Organisation of Employees for the purpose of each procedure.
- (ii) Disputes between an employer and employees other than matters arising out of clause 13.

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

- (a) The matter shall be first raised with the Supervisor and the delegate if required and agreement sought.
- (b) If the dispute is not resolved at this level, the matter shall be discussed between the Union delegate and representatives of management.
- (c) 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.
- (d) 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.
- (e) Reasonable time limits shall be allowed for discussion at each level of authority, but undue delay should be avoided.
- (f) While the procedure is being followed, normal work will continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute without any client or indirect restriction on productivity.
- (g) The parties and each employee acknowledge and accept that this procedure is binding.



The seal of Trimex Pty Limited)
 ACN 201 158 787)
 was affixed in accordance with)
 its Articles this 8th day of)
 February, 1999)



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The seal of the National Union)
 of Workers, NSW Branch)
 was affixed in accordance with)
 its Articles and Rules this)
 6th day of JAN., 1999)



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