

Laminex[®]
MELBOURNE
DISTRIBUTION
CENTRE
AGREEMENT 2024

1. Title

This Agreement shall be known as the Laminex Melbourne Distribution Centre Agreement 2024.

2. Arrangement

This Agreement is arranged as follows:

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3. Application

This Agreement shall apply to all Laminex employees engaged in any of the classifications listed in this Agreement who are based at 130 Sharps Road, Melbourne Airport VIC 3045 (The Melbourne Distribution Centre).

This Agreement and its terms have been negotiated having regard to the particular circumstances of the employees to be covered by this Agreement and the operations at the Melbourne Distribution Centre. This Agreement therefore only applies at the Melbourne Distribution Centre and does not affect any other sites of the Company.

4. Parties Bound & Definitions

The parties to this Agreement are:

- a) Laminex Group Pty Limited
- b) All employees of Laminex located at the location define din clause and in any of the classifications listed in Appendix I this Agreement.
- c) Construction, Forestry, Maritime, and Employees Union (CFMEU) “the union”.
- d) Definitions:
 - i. “Employee” means an employee employed by Laminex Group Pty Limited;
 - ii. A reference to “Company” shall mean Laminex Group Pty Limited;
 - iii. A reference to “Laminex” means Laminex Group Pty Limited”;
 - iv. References to “the Agreement” or “this Agreement” shall mean *Laminex Melbourne Distribution Centre Agreement 2024*.

5. Date and Period of Operation

This Agreement will commence operating seven (7) days after it is approved by the Fair Work Commission and has a nominal expiry date of three (3) years from its approval date.

6. Relationship to other industrial instruments

- a) National Employment Standards (NES):
 - i. The NES are a set of legislated minimum employment entitlements under the Fair Work Act 2009 (Cth).
 - ii. If a term of this agreement is found to be inconsistent with the NES, then the more beneficial terms of the NES will take precedence to the extent of the inconsistency.
 - iii. Where this agreement provides a more favourable condition than the NES, then the more favourable condition will apply.
- b) The parties will apply the provisions of the Appendices and the incorporated awards listed in Schedule 1, which form part of this Agreement.
- c) Where there is any inconsistency between the provisions in the Appendices and the body of this Agreement, the provisions in the body of this Agreement will prevail to the extent of any inconsistency. Where there is any inconsistency between the Timber Industry Award 2020 (MA000071) and/or the Road Transport and Distribution Award 2020 (MA000038) in Schedule 1, and this Agreement, this Agreement applies and prevails to the extent of that inconsistency.
- d) This Agreement supersedes and replaces all previous agreements.

7. Objectives of this Agreement

The success of Laminex Melbourne requires the commitment and support of all employees. The focus of this Agreement is to significantly improve our employee relations, productive performance and to align ourselves to Laminex values. This commitment will require each of us to consider our responsibilities at work to our customers, our organisation and to each other. We seek to share our ideas, look out for each other’s safety and ensure that our efficiency, quality and service consistently improve in an effort to promote the security of our sales and distribution network for all employees.

8. Wage Rates

- a) This Agreement provides wage increases from the first full pay period on or after (FFPPOA) the dates specified.
- b) The classification structure contained at Appendix I of this Agreement has been designed to provide a career path for employees and to recognise multi-skilled, fully competent personnel. The classification structure requires competency assessment in order for an employee to be appropriately classified.
- c) Wage Rates

Classification	FFPPOA 28-Oct-2024 \$ Per Hour	FFPPOA 28-Oct-2025 \$ Per Hour	FFPPOA 28-Oct-2026 \$ Per Hour
Storeperson / Driver Grade 1	\$29.9196	\$31.1163	\$32.3610
Storeperson / Driver Grade 2	\$31.5556	\$32.8178	\$34.1305
Storeperson / Driver Grade 3	\$33.2154	\$34.5440	\$35.9258
Section Co-ordinator Grade 4	\$36.5354	\$37.9968	\$39.5167
Meal Allowance Per Occasion	\$17.92	\$18.64	\$19.38
First Aid Allowance per week	\$20.65	\$21.48	\$22.34

- d) There shall be no further wage increase for the life of this Agreement.

9. Payment of Wages

Wages are paid fortnightly through electronic funds transfer into the employee’s nominated bank account. Associated bank and government charges have been incorporated into and form part of the weekly rates prescribed herein.

10. Dispute Resolution Procedure

If a dispute arises about a matter arising from this Agreement, the NES, or the incorporated Awards, the parties will resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure

Employees who are a party to a dispute are entitled to appoint a representative for the purpose of the procedures in this clause which may include a union official. Each party shall recognise the other’s representative for all purposes involved with the resolution of the dispute.

The procedure is:

1st Step: The matter is discussed between the employee(s) and their immediate supervisor.

2nd Step: If settlement is not reached, the matter is discussed between the immediate supervisor, the employee(s) and any representation of the employee(s). If settlement is not reached, the Distribution Centre Manager and the site Human Resources Advisor will become involved.

3rd Step: If settlement is not reached, the matter is referred to an appropriate more senior representative of the employee or appropriate General Manager.

4th Step: If after the attempts at the workplace to resolve the dispute have failed, the matter in dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation.

5th Step: If the matter is not resolved by conciliation, the parties agree that the FWC may resolve the matter in dispute, by arbitration of the application of the Agreement. The parties may identify a particular member of the

FWC who will arbitrate the matter in dispute and failing agreement between the parties to identify an agreed particular FWC member it the matter will be arbitrated before a member allocated by the FWC.

In exercising its arbitration functions in this dispute resolution clause FWC may only exercise the procedural powers that are agreed to by both the employee(s) and the company in the agreement to arbitration.

Until the matter is determined, work will continue as directed without prejudice to the positions of the parties. Every effort will be made to ensure settlement of a grievance at the earliest possible stage and at each stage an agreed time for resolution of the problem will be made before progression to the next step.

The decision of the FWC in an arbitration under this procedure may be appealed to a Full bench of the FWC. That appeal may be an appeal on a question of law and/or an appeal on the merits.

The Full bench may hear the appeal and exercise such powers in respect of the appeal as provided to the full bench in the *Fair Work Act 2009* (Cth), as if the arbitrated decision were an order of the FWC.

11. Allowances

Unless otherwise prescribed in this Agreement, the rates of pay detailed herein are inclusive of any or all allowances with the exception of the following:

a) First Aid Allowance:

A weekly first aid allowance will be paid to suitably accredited, authorized and appointed employees as per the wage rates table in clause 8.c).

b) Meal Allowance:

.Where an employee is required to work overtime for two hours or more without being notified the day before of such overtime, the employee will be paid a meal allowance, as per the allowance table in Clause 8 c).

c) Afternoon Shift Loading:

Employees on afternoon shift will receive a shift loading of 17.5%. This loading shall not be payable for any absence on sick leave, annual leave, long service leave, public holidays and overtime.

d) Heavy Articulated Allowance:

An employee who drives a vehicle (which requires the employee to hold a current heavy articulated licence) for the 5 days, Monday to Friday in any week, shall be paid a weekly allowance of \$20.00, for each week they drive such vehicle.

Where an employee drives a vehicle (which requires the employee to hold a current heavy articulated licence) for less than the 5 days, Monday to Friday, shall be paid a weekly allowance of \$10.00.

No allowance is payable to an employee for any week in which the employee is not required to drive the vehicle requiring the employee to hold a current heavy articulated licence.

e) Weekend penalties:

- i. For Saturday work refer to Appendix III
- ii. Payment for work on Sundays

All work performed on Sundays by weekly employees on the instructions of the employer will be paid for at the rate of 200% of the ordinary hourly rate with a minimum payment as for 4 hours.

12. Superannuation

- a) All employees are eligible to join the Australian Super, which is the default fund for the employees covered by this Agreement.
- b) An employee is also able to exercise choice of a Superannuation fund;
- c) If a new employee does not choose a superannuation fund, Laminex must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- d) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made Australian Super, which is the default fund for employees covered by this Agreement, provided the fund is able to accept contributions

- for the benefit of the employee.
- e) The Company will make Superannuation Guarantee Contributions (SGC) to the fund that the employee has elected to join.
 - f) The Company will facilitate salary sacrifice arrangements for individual employees where it is cost neutral to the Company and the employee has requested and authorized the Company to facilitate the making of such contribution.
 - g) Employees will elect a set weekly dollar amount to be sacrificed in to a nominated superannuation fund. The amount and fund will remain for one year from the date of nomination.
 - h) The amount elected in sub-clause g) above, will take in to account the lowest amount of pay that the employee could earn in any week (i.e. 38 ordinary single hours should they be on worker's compensation or other standard deductions such as child maintenance payments).
 - i) At the time of election as per sub-clause g) above, the employee must supply written confirmation from their nominated superannuation fund stating that the fund will accept additional contributions.
 - j) This sacrifice arrangement will be optional and will be offered to employees in accordance with the procedures and limitations (relating to changes to salary sacrifice arrangements) of the superannuation fund.
 - k) Where an employee sacrifices a component of their salary towards additional superannuation under the provisions of this clause, the minimum rate of wage payable to that employee in each week shall be reduced by the commensurate amount.
 - l) Employees wishing to transfer their membership of any funds to another funds may only do so on one occasion per calendar year.

13. Hours of Work

a) Ordinary Hours of Work (Full Time)

- i. Ordinary hours of work are 38 hours per week.
- ii. In order to meet the current requirements of the business, employees are required to work the 38 hour week as scheduled on consecutive days.
- iii. The spread of ordinary hours for day workers is 6:00 a.m. to 6:00 p.m. Monday to Friday.
- iv. The extension of ordinary hours for day workers has been included as a Reserved Matter in Appendix III of this Agreement on the basis that agreement to implement this extension will not unreasonably be withheld. Implementation is also to be taken as being a part of this Agreement with respect to any application of the 'no disadvantage test.'
- v. Unless otherwise agreed between the Company and employees, afternoon shift employees will work their ordinary hours between the hours of 4.00pm and 12 midnight.

b) The 38 hour week may be achieved as follows:

- i. By working less than 8 ordinary hours each day.
- ii. By working less than 8 hours on one or more days each week.
- iii. By working up to 12 hours on any one day.
- iv. By working 19 days out of each 20 day cycle with the 20th day as a rostered day off (RDO). Where rostered days off continue to operate they may be accumulated to a maximum bank of 8 days to be taken at a time that is convenient to the Company and agreed with the individual. Refer to part (e) below for the application of RDOs.

c) Ordinary Hours Of Work (Part Time)

- i. An employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 38 hours per week.
- ii. Before commencing part-time employment, the employee and employer must agree upon the hours to be worked by the employee, the days upon which they will be worked and the starting and finishing times for the work.
- iii. The terms of the part-time work agreement, or any agreed variation to it, will be in writing and retained by the employer. A copy of the agreement and any variation to it will be provided to the employee by the employer.
- iv. An employer is required to roster a regular part-time employee for a minimum of four consecutive hours on any shift.
- v. A part-time employee who works in excess of the daily hours fixed by agreement between the employer and the employee will be paid overtime in accordance with the agreement.

d) Application of Working Hours

- i. Where agreement cannot be reached, recourse will be through the Dispute Resolution Procedure contained in this Agreement.
- ii. Time taken off during ordinary hours may be made-up by the employee, on a one hour off for one hour worked basis, if requested by the employee and with prior agreement of the Manager.
- iii. Time off in lieu of overtime on a one hour off for one hour worked basis will be arranged through consultation between management and affected employees.
- iv. Time off in lieu accumulations should be limited to a maximum bank of 24 hours at any one time. The form of payment chosen will be mutually agreed by both parties
- v. Overtime worked Monday to Saturday inclusive will be worked on an as needs basis and will be paid at the rate of time and one half for the first two hours and double time thereafter.
- vi. Each employee must agree to adequately cover reasonable overtime requirements of the Company.
- vii. To enhance site efficiency, all employees must be at their workstations ready to commence work at their normal commencement time and take breaks at a time convenient to the Company.
- viii. There is a requirement for flexibility with regard to the taking of any break to ensure that priority is first given to optimizing site customer service levels on a day to day basis.

e) Application of RDOs

- i. A maximum of 12 RDOs are available each year.
- ii. A minimum of two RDOs are to be taken in conjunction with any Christmas annual leave period as per existing practice.
- iii. At the beginning of each calendar year each employee is to agree with their supervisor or manager the number and dates of RDOs that are to be taken for that year and the number of RDOs that are to be worked for that year.
- iv. Agreement may be reached between the manager and the employee to work additional RDOs or to change the date of any RDO. In the absence of agreement, the RDO roster agreed to at the start of each year will apply.
- v. Any RDOs accrued in a particular calendar year, which have not been taken by 31 December in that calendar year will be paid out to employees prior to the 31st of January in the following calendar year. Such payment will be made at the ordinary time rate of pay.

f) Shiftworker:

For the purpose of the additional week of annual leave a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

g) Public Holidays

All work performed by employees on a public holiday will be paid for at the rate of double time and a half with a minimum payment of four (4) hours. Double time and a half shall include the employees' ordinary rate of pay where due under this Agreement.

h) Variation by Agreement

The Company is able to reach agreement with any individual employee regarding the arrangement of their ordinary working hours provided it is within the agreed spread of working hours.

14. Probationary Period

All new starters are employed on six months probation period. It is expected that a new employee will have at least satisfied the requirements of a Grade 1 Storeperson / Driver within their first three months of employment.

The decision to continue the employment relationship beyond the probation period requires a review by the Company of that employee's competence against the criteria for a Grade 1 Storeperson / Driver and the performance requirements of safety, attendance, punctuality, flexibility, teamwork and adherence to company policy.

Employment may be terminated by the Company with one week's notice during the qualifying period.

If the employee is not terminated pursuant to this clause within the six month probation period, at the expiry of that period the employee will be deemed to have completed the probation period and be automatically classified as a weekly employee.

15. Casual Employment

Casual employees are to receive a 25% loading to the ordinary rate of pay as defined in 8. c) of this agreement per hour worked, plus must receive a minimum engagement period of 4 hours.

Casuals may be engaged to cover employees during any periods of Long Service Leave, Annual Leave, Sickness, Accident or other such absence. Casuals may also be used for any other reason for a period of up to 13 weeks, or as otherwise agreed. Casuals may be terminated by one hours' notice.

The company will ensure that any employee of a labour hire agency engaged by the company to perform work covered by this Agreement, will be paid the same rate of pay & conditions of employment as if they had been a direct employee of the company.

Further information regarding casual employment is found in the NES.

16. Uniforms

In order to promote our professional approach to service, all employees (after completing their qualifying / probationary period) will be supplied with a Company uniform, which is to be worn during working hours. The uniform includes safety shoes where necessary and replacement for wear and tear. The regular cleaning and upkeep of uniforms is an important element of maintaining the Company's image and is therefore an important employee responsibility. The Uniforms remain the property of the Company and all employees are required to observe the uniform policy as varied over time.

17. Drivers Licence

It is a condition of employment for those employees who are required to drive Company vehicles as part of their normal or relief duties to have a current drivers licence. It is the responsibility of the employee to inform the Company immediately of any change to their licence status i.e. suspension, cancellation, expiry etc.

Employees are required to have and maintain a current licence of the appropriate license type for the vehicles they are required to drive for business purposes and to show this on request.

The Company does not accept any responsibility for the payment of fines for personal infringements by any driver including but not limited to such things as, speeding tickets, log book infringements, drink driving and red light camera penalties.

18. Flexible Work Practices

The following flexibilities are intended to support our core competencies as contained in the site classification structure contained in Appendix I.

- i. All employees are to interchange as needs dictate.
- ii. All employees are to perform general maintenance duties that they have been instructed and trained to safely perform, including but not limited to lubrication tasks, safety checks, preventative maintenance and corrective maintenance on vehicles, equipment and the like.
- iii. All employees are responsible for housekeeping of the site and cleaning duties in respect to their immediate work area, including sweeping, cleaning up of discarded packing materials, wash down of vehicles etc.
- iv. All employees may use the plant equipment and vehicles as required / authorised, providing they are licensed (if applicable) and trained to safely perform the task.
- v. All employees may be required to answer the telephones, handle customer enquiries and take orders etc. This should be handled in a professional customer service manner.
 - vi. All employees may be required to use the computer system (including ASW).
- vii. All employees may be required to handle deliveries of product in Company vehicles, from time to time, to meet urgent requirements of customers providing safety requirements are satisfied.
- viii. All employees participate in the Company stocktaking and cycle count procedures as required. This may involve work outside ordinary hours.
- ix. No demarcation of any kind will exist on the site between classifications including staff and wages

positions provided that this flexibility does not diminish current employment status. It is essential that all employees maintain flexible work practices for the efficient and effective running of the business.

- x. All employees will be required to work within the operating procedures, and meet quality and safety standards.
 - xi. All employees have responsibility for quality assurance.
- xii. Employees need to be capable of and willing to rotate through all of the functions and duties contained within these descriptions.
- xiii. Employees may be transferred, on a temporary basis, within a site between positions and departments in accordance with business needs.
- xiv. The Company may direct an employee to carry out duties that are within the limits of the employees' skill, competence and training.
- xv. Any direction issued by the Company shall be consistent with the Company's responsibility to provide a safe and healthy work environment.

19. Availability of Positions in Alternative Departments

The parties agree that the Company has the right to ensure that appropriate mix of skills, competence & experience is retained on each shift. Subject to this right, the parties also agree that when positions in different departments become available, existing employees will be given the first opportunity to be considered for these roles, before the roles are advertised externally to the Melbourne Distribution Centre.

20. Appropriate Workplace Behaviour

The parties to this Agreement agree to implementation of the following:

Definitions:

i. Discrimination

Discrimination is essentially any practice that makes distinctions between individuals or groups on the basis of certain personal attributes, including but not limited to sex, race, disability, religious belief or marital status, so as to disadvantage some and advantage others. Discrimination can be either direct or indirect. Direct Discrimination occurs when a person treats another person, who has one of the attributes protected by law, less favourably than someone who does not have that attribute. Indirect Discrimination occurs when a person imposes or proposes to impose a requirement, condition or practice that:

- Someone with an attribute cannot comply with; and
- A higher proportion of people without that attribute, or with a different attribute, do or can comply with; and
- Is not reasonable.

ii. Harassment

Harassment is any form of unwelcome behaviour that makes the recipient feel offended, humiliated or intimidated.

Harassment can involve conduct that continues even though a person(s) is aware that his or her behaviour or conduct is unwelcome. Conduct or behaviour is unwelcome when it is not invited and an employee regards that conduct as unwelcome.

Harassment includes inappropriate verbal or written communications (e.g. email). Harassment includes actions that create a hostile work environment, including the placement of pornographic posters in the workplace, or engaging in sexual innuendo or conduct of a sexual nature.

The intention of harasser is irrelevant.

iii. Workplace Bullying

Workplace Bullying is defined as "Repeated, unreasonable behaviour directed towards an Employee or group of Employees, that creates a risk to health and safety". Risk to health and safety includes risk to the mental and physical health of the Employee.

Unreasonable behaviour is behaviour that a reasonable person having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten.

Behaviour includes actions of individuals or groups, and may involve using a system of work as a means of victimising, humiliating, undermining or threatening.

Laminex is committed to ensuring that there is no bullying in its workplaces. Examples of the types of repeated behaviours that could be considered bullying include:

- Verbal abuse;
- Excluding or isolating Employees;
- Psychological harassment;
- Assigning meaningless tasks unrelated to the job;
- Giving Employees impossible assignments;
- Deliberately changing work rosters to inconvenience particular Employees;
- Deliberately withholding information that is vital for effective work performance.
- Bullying may also involve the use of a system of work to bully an Employee.

iv. Appropriate Standards of Workplace Behaviour

Laminex is committed to a policy of equal employment opportunity.

Recruitment and selection for all positions, career development and progression will be determined by personal merit and criteria related to the effective performance of the job.

There shall be no discrimination against any Employee or potential Employee on grounds such as:

<ul style="list-style-type: none"> • Sex or sexual harassment • Sexual preference or orientation; • Lawful sexual activity; • Marital / parental / carer status; • Family responsibility; • Pregnancy or potential pregnancy; • Medical or Criminal Record; • Age; • Physical Features or attributes; • Religion, religious belief or activity; • National or ethnic origin; • Physical or mental disability or impairment; • HIV/AIDS; • Breastfeeding; • Gender Identity • Personal association; • Political opinion, belief or activity; • Industrial or Trade Union activity; or <p>Being associated with a person with any of the above attributes;</p>	<p>PLEASE NOTE THAT THIS LIST OF ATTRIBUTES OPPOSITE is a guide to attributes upon which it is unlawful to discriminate;</p> <p>Is not a list of all the attributes that are prohibited attributes in instances of discrimination, victimization or harassment in all the States of Australia;</p> <p>Please contact you HR Advisor if you have any questions about what attributes apply in your State.</p>
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Any instance of discrimination, harassment, victimisation or bullying shall be considered to be a breach of the appropriate standards of workplace behaviour that the Company requires of all employees.

v. Employee Rights:

Where an Employee believes that he or she has suffered discrimination / bullying or has been unlawfully victimized or harassed, they should inform their manager who will advise the the people and performance (Human Resources) representative or the Employee may approach this officer directly or their union delegate.

vi. Investigations:

All matters will be investigated thoroughly and confidentially. Where the complaint is substantiated, steps will be taken to rectify the matter and to avoid recurrence.

Reasonable actions, implemented by the company to manage the performance or conduct of an employee(s) will not be regarded as constituting harassment, discrimination, victimisation or bullying.

vii. Disciplinary Issues

Disciplinary action will be instituted where an Employee is found to have breached the standards of appropriate workplace behaviour.

21. Environment, Health and Safety - PROTECT

The Company values its employees and acknowledges that they are key to the success of the business. In recognition of this value, the Company believes that safety must come first, in all that we do. The

Company will at all times strive to provide a safe workplace that is free from injury or illness. To demonstrate its commitment to safety, the Company has invested significant resources in a broad range of health, safety and wellbeing programs designed to ensure that the Company builds a culture, which has the safety of employees, visitors and contractors as its highest priority.

The principle goal of all health and safety programs implemented within the Company is an unwavering belief that all workplace injuries and illness are preventable. A cooperative and participative approach to all facets of health, safety and wellbeing in the workplace, will assist in the achievement of a culture where safety integrated in to business practices and performance. The parties to this Agreement will work together and actively participate in all Company health and safety programs and initiatives.

Unsafe practices or behaviour will not be tolerated. Each employee has the responsibility and accountability to ensure their own behaviours are safe at all times and that any unsafe behaviours or practices are pointed out to fellow employees or supervisors.

22. Information Flow

To help with the flow of information through the site, employee representatives who are members of the site environmental, health and safety and employee consultative committees shall be afforded reasonable time during working hours to consult with employees of the Company.

23. Security

No person shall remove Company property, product or material from the site or Company vehicles without prior express approval and written documentation from their Manager or in his/her absence, the Distribution Centre Manager.

This policy extends to (but is not limited to) cash handling, computers, documents (howsoever described), electronic documents and includes a requirement for employees to agree to undergo random inspection of company vehicles and where probable cause exists, the inspection of private vehicles.

It is agreed that inspections of private vehicles will only be conducted by the Shift Manager or a more senior manager.

24. Union Training

Union delegates will be able to have up to 40 hours of paid leave per calendar year to undertake training courses relevant to their role as a delegate or to attend union committee, council, conference and the like meetings. Access to this leave will be subject to the following:

- a) The company being given a minimum of four weeks' notice of the requirement to have the time off rostered work to attend the training/meeting.
- b) The company will pay delegates taking this leave at their rostered shift rate (excluding overtime) for the hours concerned.
- c) The company will not pay for any travel expenses or other expenses associated with the training/meeting.
- d) The time at such training/meetings will be recognised as normal employment service for all purposes of this Agreement.

25. Annual Leave

- a) All employees covered by this Agreement are entitled to 4 weeks paid annual leave after each 12 months of continuous service.

Shiftworkers are entitled to one extra week of annual leave.

A loading of 17.5% of ordinary weekly pay will be paid whilst you are on annual leave.

If an employee works part time, the annual entitlement will be pro rata based on the employee's ordinary hours worked.

b) Annual Close Down:

Annual leave may be rostered throughout the year, may be split over a number of occasions to suit the business requirements and employee preferences and/or be taken during annual close-down. The time and lengths of period of close down shall be addressed through consultation between management and affected employees at any location. A minimum of one month's notice of close down should be provided.

c) The parties to this Agreement agree to work toward the implementation of a system for scheduling the taking of annual leave such that the Company's annual leave liability (defined as the total amount of accrued annual leave owing to employees) can be reduced without disruption to the business.

d) The parties to this Agreement further agree that:

- Employees who have more than 8 weeks of accrued annual leave (not including pro rata annual leave) are required to schedule and take at least 25% of their accrued annual leave each year;
- The scheduling and taking of annual leave shall be spread over each calendar 12 month period to avoid the circumstances where there are more than 2 employees per work section rostered to take annual leave at the same time;
- However, where special circumstances exist and where the employee has obtained written authorisation from the Distribution Centre Manager, he or she may accrue annual leave for a maximum period of 2 years, without being required to take such leave. Where the employee has received such authorisation, the employee will agree with the Distribution Centre Manager at the time of seeking authorisation, on an agreed date when such annual leave will be taken.

e) Annual leave cash out:

An employee covered by this Agreement, may at the employee's own election but on not more than one occasion in each 12 month period, make a request to the Company in writing, to be able to cash out (or receive pay in lieu of taking) an amount up to a maximum of 2 weeks annual leave (including any annual leave loading normally payable on such leave) on the condition the cashing out would result in the employee's remaining accrued entitlement for paid annual leave not to be less than 4 weeks. The Company may authorise the employee's request and the Company has the right to reject any request for payment. If the request is authorised, the employee is entitled to an equivalent amount of pay to the leave foregone and the employee's leave balance will be reduced by that amount. Each cashing out of a particular amount of paid annual leave must be made by a separate agreement in writing between the employer and the employee.

f) Request for Annual leave

An employee who requests to take a period of annual leave must provide the Company with written notice of the request, at least 10 working days prior to the commencement date of the requested period of annual leave. The Company and employee may agree to a modify this requirement in any manner. The company will endeavour to respond to the employees requests within 2 business days.

26. Personal Leave/Carer's Leave

a) The Personal/Carer's leave entitlement for all Employees is 10 days per annum. For full time employees, this will be 80 hour annual entitlement based on the employee's ordinary hours worked. If an employee works part time, the personal Leave/carers entitlement will be pro rata based on the employee's ordinary hours worked.

b) Unpaid carer's leave

An employee (including a casual employee) is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness, injury, or an unexpected emergency.

An employee may take unpaid carer's leave for each occasion as a single continuous period of up to 2 days, or any separate periods to which the employee and their employer agree. An employee can't take unpaid carer's leave during a particular period if the employee could instead take paid sick and carer's leave (this does not apply to casuals who have no entitlement to paid sick and carer's leave).

- c) Cashing out of personal/carer's leave:
- i. Where an employee has more than 15 days of accumulated untaken personal/carer's leave, the employee may elect in writing that an equivalent payment will be made to the employee and the employer will pay such an employee for any accumulated untaken personal/carer's leave exceeding 15 days, up to a maximum payment as for 76 hours. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that has been foregone.
 - ii. In order to make an election to have an equivalent payment made an employee must have sufficient leave accrued to retain a minimum balance of 15 days' leave after the equivalent payment is made.
 - iii. The period of personal/carer's leave for which the employee has been paid will not be added to the period of untaken personal/carer's leave accrued to the employee.
 - iv. The employee may only make this request once in any 12 month period.
 - v. Each cashing out of a particular amount of paid personal/carer's leave must be by separate agreement in writing between the employer and the employee.
 - vi. The Company must authorise the employee's request provided that the Company has the right to reject any request for payment, that doesn't meet the above criteria.
- d) Further details concerning personal / carer's leave are set out in the NES.

27. Long Service Leave

Employee entitlement to take long service leave is governed by the relevant state Act. It is agreed to reduce the qualification period to 10 years and pro rata on termination to seven years.

The accumulation of long service leave shall be (from 31 March 2004) at the rate of 13 weeks leave after 10 years' service. The application of the accrual rate of 13 weeks leave after 10 years is not retrospective and hence does not apply to any period of service prior to 31 March 2004.

28. Compassionate Leave

An employee (excluding a casual employee) is entitled to 3 days of paid compassionate leave to spend time with a member of their immediate family or household who suffers a life-threatening illness or injury. An employee is also entitled to take compassionate leave:

- after the death of a member of the employee's immediate family or household
- if a child who would have been part of the employee's immediate family or household, is stillborn, or
- if an employee, or the employee's current spouse or de facto partner, has a miscarriage.

An employee may take compassionate leave for each occasion as:

- a single continuous 3-day period, or
- 3 separate periods of one day each, or
- any separate periods to which the employee and their employer agree.

Casuals are entitled to 3 days unpaid compassionate leave.

Further details concerning Compassionate leave are set out in the NES.

29. Parental Leave

Employees are entitled to parental leave in accordance with the NES.

30. Workcover Claims

In circumstances where an employee has lodged a work cover claim with the Company and is awaiting determination of whether the claim is to be accepted or otherwise by the company & the company's insurer:

- The employee can request the Company to allow the employee to access accrued annual or sick leave to allow the employee have paid leave until their work cover claim is determined;

- The Company will not unnecessarily refuse such a request from an employee;
- The Company cannot require the employee to take accrued annual or sick leave in such circumstances.

If the work cover claim is then accepted the Company will re-credit the employee any paid leave (not including any discretionary sick days granted) taken after the day on which the work cover claim was lodged.

31. Community Service Leave

Employees are entitled to Community Service Leave in accordance with the NES.

Jury Service

An employee required to attend jury service during ordinary working hours shall be reimbursed by the Company the difference between ordinary time and payment for jury service in line with legislation. Jury attendance confirmation must be submitted to the Manager.

32. Performance Management

Performance Management procedures aim to promote the success of Laminex by ensuring that employees are committed to performing their job competently and professionally within the rules and requirements of our organisation. The continued employment of us all is always subject to our overall contribution to the organisation.

Where any individual's performance or conduct is observed as being below our organisation's required standards then our supervisors are obliged to address that area of concern. This requires our supervisors to explain what needs to be improved and to discuss any issues relating to the performance or conduct in question.

When addressing an individual's performance or conduct our Supervisors and Managers must:

- Explain the reason for any meeting;
- Explain what needs to be improved;
- Discuss any concerns an individual may have in meeting the required standard;
- Offer the employee an opportunity to respond to anything raised in any meeting;
- Identify and agree on any measures that can be implemented to help the individual meet our required standards;
- Set a review period to measure the individual's performance against the required standards;
- Explain the consequences of being unable to meet our standards of performance or conduct;
- Document any formal discussions, agreements or disciplinary action taken.
- In the unfortunate, but sometimes necessary event of taking formal disciplinary action, then an individual employee is entitled to have a fellow employee of their choice as their witness or site representative.

Note: Formal disciplinary action is defined as a written warning or termination. Counselling is limited to the general course of interaction between an employee and their supervisor and manager.

The Company must at all times remain focused on the performance or conduct standards required and not the person. The Company is committed to treating all employees fairly and want to reinforce the shared responsibilities of meeting our obligations as both an organisation and as individual employees.

The steps contained in our previous agreements are preserved below:

STEP 1: CORRECTIVE COUNSELLING

Involves regular interactive counselling on a day to day basis where the Supervisor is primarily teaching and reinforcing the standard required and giving the employee feedback on progress.

The great majority of counselling will be at this level, however, when this is inappropriate or fails to produce the right result, then it is necessary to consider the formal steps that follow.

STEP 2: WRITTEN WARNING

If corrective counselling has not had the desired effect or the performance or conduct is of a sufficiently serious nature the employee should be warned that continued performance or conduct at this substandard level

will lead to further disciplinary action and possibly dismissal.

A "Written Warning Notice" must then be issued to the Employee.

STEP 3: FINAL WARNING

If corrective counselling or a previous written warning has not had the desired effect or the performance or conduct is of a sufficiently serious nature then the employee must be advised that unless there is an immediate and sustained improvement in their performance or conduct their employment will be terminated.

A "Final Warning Notice" must then be issued to the employee.

STEP 4: TERMINATION OF EMPLOYMENT

The termination of an employee's services can result either from no improvement in performance or conduct after the counselling session at Step 3 or from an offence that warrants instant dismissal.

The employee is to be offered the opportunity to have a fellow employee of their choice present or the site representative, have the performance in question clearly explained and then given a fair opportunity to explain their situation.

a) Termination Following Warnings

A fellow employee or the site employee representative may be present at the discussion with the employee.

The employee must be made aware of the details of their unsatisfactory performance or conduct and given a reasonable opportunity to explain their situation.

Failing satisfactory explanation the employee will be advised that their employment has been terminated and the appropriate notice period administered

b) Instant Dismissal (Without Prior Warning)

Certain offences may justify instant termination, including, but not limited to, the following list of examples may warrant instant dismissal. (The circumstances of each case need to be considered on merit):

- Serious breach of safety rules;
- Serious breach of security rules;
- Major physical confrontation or fighting falsifying documents;
- Proven dishonesty affecting the workplace;
- Refusal to carry out a legitimate instruction;
- Use of alcoholic liquor / drugs at the workplace clocking on or off for another employee;
- Abandonment of employment;
- Removal of company property without approval or documentation;
- Theft.

In certain cases it may be appropriate to stand aside an employee on full pay while the matter is being resolved.

Failing satisfactory explanation the employee will be advised that their employment has been terminated immediately.

33. Termination of Employment

In any cases other than instant dismissal, the Company shall give the employee the following notice of termination of employment:

Period of Continuous Service	Period of Notice
Up to 1 Year	1 Week
More than 1 Year and up to the completion of 3 years	2 Weeks
More than 3 years and up to the completion of 5 years	3 Weeks
More than 5 years	4 Weeks

In addition, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to one additional week notice.

Payment in lieu of notice may be paid.

Outstanding statutory entitlements will be paid in the next available pay run after the employees' termination date. Annual leave loading will only apply to fully accrued annual leave entitlement.

34. Learning & Development

a. Competency Based Training

The implementation of competency-based training is expected to provide employees with a structured career path by consistent and fair means to meet the skill needs of the business. This also means that the opportunity to train to a higher classification is subject to the needs of the business at any time.

b. National Competency Standards

The competencies required may also be mapped against any relevant Competency Standards to provide our employees with nationally recognised and portable qualifications used across our industry.

c. Classification Structure

The classification structure is detailed at Appendix 1 of this Agreement. The link between any national competency standards and our requirements at any location is a decision for Laminex and our classification structure must maintain some flexibility to incorporate the changing needs of our business and industry.

d. Workplace Assessors

The implementation of competency standards will require the training and accreditation of site based workplace assessors, a qualification for which Laminex is nationally registered to provide. Workplace assessors are required to verify that an employee can actually demonstrate the skills for any classification level to the required standards. The workplace assessors to be trained and accredited at any location can include a management and an employee representative provided that at least one of the assessors is competent to perform the work being assessed at any time. The Company will also train extra workplace assessors to ensure proper assessment process can be organized.

e. Training Plans

The ability to assess employees against an objective performance standard allows us to highlight any areas where an employee needs to be supported with additional training to enable that employee to satisfy the requirements of any classification level for which they are currently being paid or for which they are seeking accreditation. From these gaps we can then develop a training plan to target the specific areas needing attention.

f. Leadership Training

Employees under this Agreement are to be considered for leadership training where the employee has shown both the potential and interest to be developed. It is envisaged that this commitment will help ensure that the employees covered by this Agreement will have a reasonable opportunity to prove themselves as a suitable candidate for promotion to supervisor on the clear understanding that the Company makes all selection decisions.

In case of a dispute over this matter either party may seek to utilise step 5 of the dispute resolution process as described in clause 10 of this Agreement.

35. No Extra Claims

It is a condition of this Agreement that the parties bound by it agree not to pursue, prior to the expiration of this Agreement, any extra claims.

The Agreement covers all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected actions. Neither the employees nor any party to this Agreement, will engage in protected action in relation to the performance of any work covered by the Agreement.

Nothing in this clause is intended to prevent the flow-on to employees covered by this Agreement, of a benefit introduced by legislation.

36. Agreement Supersedes All Previous

This Agreement supersedes all previous Agreements and is in settlement of all matters for its duration.

37. Protection of Employee Entitlements

The Company acknowledges the concerns of employees regarding the protection and preservation of accrued employee entitlements and fully supports the Federal Government's on-going maintenance and enhancement of the Fair Entitlements Guarantee.

The Company is a part of a publicly listed corporation that is required by law to publish an audited annual report, which outlines its financial position, including accruals for employees' statutory entitlements.

The Company and its Directors are fully aware of the legal requirements imposed by the Corporations Act and the severe penalties that apply for any breach of the provisions of that Act.

The Company has and will continue to ensure that it makes sufficient provision to meet its obligations regarding accrued employee entitlements.

In all previous instances where the Company has implemented business closures and/or retrenchments, the Company has without exception, ensured that all employees receive 100% of their accrued entitlements.

In the event of the closure and or sale of part or all of the Company's Plant, the Company guarantees that it has sufficient provision to cover and pay all relevant employee entitlements.

As part of ensuring that employees remain informed of the Company's financial position, the Company commits to the on-going provision of summarized financial performance information relevant to the Company as a whole (in line with the reporting requirements of both the Australian and New Zealand Stock Exchanges), via meetings with the Employee Consultative Committee.

38. Flexibility term

- 1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee. Employees are entitled to appoint a representative for the purpose of the procedures in this clause which may include a union official.
- 2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

39. Consultation Term

- 1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 2) The employer must notify the relevant employees of the decision to introduce the major change.
- 3) The relevant employees may appoint a representative which may include a union official for the purposes of the procedures in this term.
- 4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

- the employer must recognise the representative.
- 5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees & their representatives:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
 - (c) in the case of change to regular rosters or ordinary hours of work invite employees to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities).
- 6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) (a) and (b) are taken not to apply. However, this exclusion does not apply to any proposal by the employer to change an employee's regular roster or ordinary hours of work.
- 9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of regular rosters or ordinary hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 10) In this term, **relevant employees** means the employees who may be affected by the major change.

Appendix I: Classification Structure

Storeperson / Driver - Grade 1

This grade applies to a new starter who is expected to satisfy the requirements of this level within three months of commencement in this role. The employee will move to Grade 2 level at the completion of the 3-month period.

External Requirements / Licenses & Laminex Training Modules:

- Forklift license or Heavy Rigid (H.R.) license
- Literacy, numerical and basic computer skills (based on completion the Grade Assessment tool)
- All relevant online training modules or other training requirements

Performance Standards:

- 1) Ability to lift, carry and / or deliver products safely and without damage to product and / or equipment.
- 2) Ability to differentiate product by colour, size, thickness and product type.
- 3) Ability to identify basic product faults.
- 4) Ability to select appropriate product by order using RF.
- 5) Demonstrate appropriate packaging skills.
- 6) Demonstrate ability to use basic hand tools relevant to classification (strapping machine).
- 7) Replenish stock using RF and bin location system and procedure.
- 8) Demonstrates commitment to safety and appropriate standards of behaviour in the workplace.
- 9) Demonstrates commitment to employee relations standards.
- 10) Basic knowledge of warehousing and distribution technologies.
- 11) Conduct preoperational checks of any equipment used, including forklifts and trucks.

General Requirements for all classifications:

- 1) All employees are responsible for the quality of their own work.
- 2) All employees are required to perform all tasks for which they have been trained and are safe and competent to do, including duties associated with the implementation and operation of new technology.
- 3) All employees must be prepared to work in a team environment and actively contribute to the continual improvement of safety, employee relations and productivity at the Distribution Centre.
- 4) All employees are responsible for the housekeeping of their work area.
- 5) All employees are required to follow any of Laminex's procedures and policies relating to their work.
- 6) Assist with the training of others to extent of knowledge and ability.
- 7) Participate with RF stock taking and cycle counting as required.

Commencement by any new employee at a rate other than grade one in recognition of prior learning may be approved by the Distribution Manager in consultation with a state human resources representative. In these circumstances a new employee is expected to have satisfied equivalent competencies to justify their rate of pay within three months of commencement.

Storeperson / Driver - Grade 2

An employee at this level has been accredited at the Storeperson / Driver Grade 1 level and has also been accredited with either the stores (A) or drivers standards (B) and the stores & drivers standards (C) as follows:

External Requirements / Licenses & Laminex Training Modules:

- H.R. license (drivers) or forklift license (stores)
- All relevant online training modules or other training requirements.

Performance Standards:

A. Stores

- 1) Receive goods inwards, reconcile quantity, unload and store in designated areas.
- 2) Prepare stock, pack stock and store in designated areas for delivery.
- 3) Configure and load truck in delivery sequence.
- 4) Process basic warehouse documentation (delivery dockets, consignment notes, run sheets...).
- 5) Conducts pre-operational checks of any equipment used including forklifts. 6. Ability to process stock movements via the ASW. (ie from bin to bin)

B. Drivers

- 1) Delivery of Company product to customers and ensure that the Company “Proof of Delivery” policy is adhered to at all times.
- 2) Conducts pre-operational checks of any equipment used including trucks.

C. Stores & Drivers (to be satisfied for both stores and drivers streams)

- 1) Process return to store goods according to procedure.
- 2) Load reconciliation / check of internal / external carriers.
- 3) Ability to create a Driver Manifest on ASW and process basic warehouse documentation.
- 4) Ability to handle basic queries by customers and suppliers.
- 5) Ability to utilise manual and motorised equipment (saw, sweeper ...).
- 6) Ability to provide basic customer service (merchandising at point of sale, taking and recording customer orders, providing basic customer feedback from any point of contact etc.).
- 7) Ability to access customer information via ASW.
- 8) Provide information (such as customer specific delivery requirements) to load planner to enhance run sequences.

Storeperson / Driver - Grade 3

An employee at this level has been accredited at the storeperson driver grade 2 level (ie parts A or B & C) and has also been accredited with the following:

External Requirements / Licenses & Laminex Training Modules:

- H.R. license (drivers) or forklift license (stores)
- All relevant online training modules or other training requirements .

A. Stores and Drivers (to be satisfied for both stores and drivers streams)

- 1) Ability to conduct safety audits and hazard assessments of all warehouse equipment.
- 2) Advanced knowledge of warehousing and distribution technologies.
- 3) Ability to process warehouse queries using ASW to an advanced level.
- 4) Ability to identify & report stock / location discrepancies.
- 5) Ability to act as Section Coordinator, when required and authorised.
- 6) Organise own work.
- 7) Conduct Cycle count process
- 8) Ability to do Bin Location look-ups on ASW

B. Specific performance standards to be included with above

Pickers (Stores)

- Pick-Confirm list using ASW./ Able to create a Driver Manifest
- Electronic Con-note Manifesting (IFS)
- Load reconciliation including check of internal and external carriers
- Identify & report replenishment discrepancies

Receiving (Stores)

- Ability to create & receipt reception notes on ASW
- Liaise with suppliers on short shipment received.

X-Dock (Stores)

- Able to create an External Driver Manifest / Pick-Confirm list using ASW.
- Electronic Con-note Manifesting (IFS)
- Ability to create manifest on Microsoft excel.
- Initiate outbound shipment loads based on tonnage, lead time, branch requests

Truck Drivers

- Forklift License
- Load reconciliation / check of internal & external carriers.
- Receive goods inwards, reconcile quantity, unload and store in designated areas.
- Prepare stock, pack stock and store in designated areas for delivery.
- Configure and load truck in delivery sequence.
- Ability to process stock movements via the ASW. (ie from bin to bin)

Section Coordinator Grade 4

The ability to be classified at this level is subject to the availability of positions and a coordinator should supervise the work of at least two other employees. A Section Coordinator Grade 4 coordinates the activities of the Storeperson/Drivers and works as part of the distribution team with the ability to perform the work of the Storeperson/Drivers as required.

A Section Coordinator is also accredited with the following:

External Requirements / Licenses & Laminex Training Modules:

- H.R. license (drivers) or forklift license (stores)
- First Aid Certificate
- All relevant online training modules or other training requirements.

Performance Standards

- 1) Co-ordinate and perform all section functions.
- 2) Organise training for section.
- 3) Conduct OHS investigations, audits, prepare Radar incident reports and action items for section.
- 4) Liaise with internal and external customers, suppliers and sales functions regarding section responsibilities.
- 5) Process all section transactions using ASW and take steps to ensure the accuracy of any transactions.
- 6) Administer first line supervision of employees including performance management for Storeperson/Drivers across section.
- 7) Conduct team meetings to outline performance issues, expectations and communicate other site information as required for section.
- 8) Participate and help in the co-ordination of stocktake, cycle counting, replenishment and storage activities to ensure that stock levels are maintained.
- 9) Maintain performance records (service levels, accuracy) for section.
- 10) Enter Kronos payroll details as required.

Appendix II: Redundancy Agreement

1. Scope

For the purposes of this Agreement, an employee whose contract of employment is terminated by the Company shall be deemed to have been made redundant if such termination (excluding cases where the termination of employment contract is a result of transmission, succession or assignment of a part or all of the business covered by this Agreement) is the result of:

- (a) A specific job no longer being required to be performed by the employee undertaking such job;
- (b) A reduction in the amount of work available to an employee(s) because of technical and/or mechanical changes;
- (c) Reduced work being available because of economic or market conditions;
- (d) Restructuring of the site and / or reorganization of work systems or staffing levels; and
- (e) No suitable employment can be provided by the Company.

2. Application

The following provisions will only apply in cases of redundancy and will not apply to employees who leave the Company in circumstances of

- (a) Resignation;
- (b) Termination or dismissal;
- (c) Retirement;
- (d) Transmission, succession and assignment of business.

Exemption from Redundancy in Case of Transmission of Business

Where the business (covered by this Agreement) is transmitted from Laminex to another employer (in this sub clause called the transmittee) and an employee who at the time of such transmission was an employee of Laminex becomes an employee of the transmittee; and

The continuity of the employment of the employee is deemed not to have been broken by reason of such transmission; and

The period of employment, which the employee has had with Laminex, is deemed to be service of the employee with the transmittee.

In this sub clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

Redundancy will not be applicable in cases of transmission of business except in the case of transfer to another site which is located at a distance greater than within a 10 km radius from the existing site, or where an employee has their employment altered to their disadvantage on an overall basis (Shift work to be excluded from any such consideration as to overall disadvantage).

3. Consultation

The Company will consult employees at the earliest opportunity of the need for retrenchment of employee(s) by reason of:

- (a) general or complete downturn in business activity
- (b) restructuring of the business, reorganisation of work systems or staffing levels, or
- (c) mechanisation or technological change

No retrenchment pay shall apply to an employee terminated for reasons other than those specified in a), b), or c) above.

4. Notice of Termination in Cases of Redundancy:

The Company will give four weeks' notice of retrenchment to affected employees that have greater than one continuous years' service. Where an employee has more than five years continuous service with the Company and is over the age of 45 years, the employee will be entitled to a further one weeks' notice. One week's notice shall apply for employees with less than 12 months continuous service. Payment in lieu of notice may occur at the discretion of the Company.

5. Determination of Employees for Retrenchment:

In determining the employees to be retrenched, factors to be considered shall include *but not be limited to*:

- the skill requirements of the business
- an employee's current work performance
- an employee's level and mix of skills
- an employee's length of service
- any voluntary retrenchments - considered by the company on the basis of the above criteria

Volunteers for redundancy / retrenchment where possible and practicable will be considered. However the Company reserves the right to accept or reject employees voluntary applications, giving regard to the need to retain employees on the basis of necessary skills and / or experience.

The Company shall consult with the relevant employees (and where requested by any employee, the employee’s representative) throughout this process. If agreement cannot be reached, the Company shall make the final decision regarding employees to be made redundant / retrenched after this consultative process.

The Company shall give the employee, not later than the time of termination, a Certificate of Service, indicating the reason for termination as redundancy.

6. Re-employment after Redundancy:

Employees who are retrenched may apply for any subsequent vacancies which may arise. Such applications will be considered on their merits along with all other candidates.

Employees who are re-employed within 3 months of their termination shall be deemed not to have broken their continuity of service, however, the period of absence shall not be counted as service for the purposes of Long Service Leave.

An employee retrenched under this Agreement shall be entitled to their full share of the Company Superannuation fund in accordance with the provisions of the Trust Deed.

Redundancy payments will be paid to each employee as follows:

7. Service Related Payments:

Length of Continuous Service	Employees under 45 years of age	Employees over 45 years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more	3 weeks' pay per completed years of service to a maximum payment of 75 weeks.	3 weeks' pay per completed years of service to a maximum payment of 75 weeks.

For the purposes of this provision, a week's pay will mean the employee's ordinary weekly rate of pay including shift allowances but excluding penalty rates applicable at the time of termination of employment.

8. Sick Leave

In addition to other payments prescribed herein, all accrued sick leave entitlements shall be paid up to a maximum of 30 days' pay (standard 8 hour days). Such payment shall be calculated using the employee's ordinary rate of pay.

9. Statutory Entitlements

In addition to the normal statutory entitlements paid upon termination, long service leave will also be paid at a pro rata rate after 5 years or more of continuous service.

Appendix III: Reserved Matters

Hours of Work

This variation has been allocated to Reserved Matters to enable the parties to consider the exact details of any implementation of Saturday work (day workers) as an ordinary part of the roster. The implementation of this extension requires agreement to be sought on the basis that agreement to implement will not unreasonably be withheld.

The following description outlines the basis for the implementation of Saturday work (day workers) as an ordinary part of the roster.

The spread of ordinary hours for day workers is extended to between 6:00 a.m. to 6:00 p.m. Monday to Saturday with all other shift and weekend penalties applying under the award except that:

- ordinary work on Saturday is paid at time and a half;
- the spread of ordinary hours can be varied by one hour for the start and finish of a day for individuals by agreement of a majority of employees covered by this Agreement without additional penalty and provided the spread of ordinary hours is limited to 12 hours for any day.
- where Saturday work is required as ordinary hours the company will seek volunteers in the first instance.
- An employee required to work on a Saturday will be paid for a minimum of 4 hours' work.

Where there are 'insufficient volunteers' in the first instance then the parties commit to a process of consultation to reach agreement on how to ensure that the need of the business are met.

If agreement cannot be reached then the dispute resolution procedure in clause 10 of the Agreement must be followed.


Appendix IV: Workplace Delegates' Rights

1. This Appendix outlines the rights of workplace delegates in accordance with the Fair Work Act 2009.
2. A workplace delegate is an employee who has been elected under union rules to represent other employees within a workplace who are members of the same union (or eligible to be members).
3. A workplace delegate must provide to the Company written notice of their appointment before exercising their entitlements under this Schedule. Any workplace delegate who ceases to be a workplace delegate must notify the Company in writing within 14 days.
4. A workplace delegate has the right to represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
 - a) Consultation about major workplace change;
 - b) Consultation about changes to rosters or hours of work;
 - c) Resolution of disputes;
 - d) Disciplinary processes;
 - e) Enterprise bargaining (if appointed as a bargaining representative or assisting the union)
 - f) Any policy, process or procedure where eligible employees are entitled to be represented and which concerns their industrial interests.
5. Workplace delegates are entitled to reasonable communications with eligible employees about their industrial interests during working hours, work breaks, or before/after work.
6. Unless an exception applies, the Company will provide workplace delegates with reasonable access to or use of workplace facilities such as private meeting rooms to hold discussions, noticeboards, electronic communication tools e.g. wi-fi, secure storage and office equipment e.g. printers, photocopiers. An 'exception includes: if the workplace lacks access to these facilities and is unable to obtain after taking reasonable steps or it is impractical to provide access due to operational requirements.
7. The Company will provide up to 5 days of paid training time during normal working hours for initial training and at least one day annually thereafter, subject to the following conditions:
 - a) It is limited to one workplace delegate per 50 eligible employees in each year commencing 1 July;
 - b) The training must be related to the representation of the industrial interests of eligible employees;
 - c) Workplace delegates must provide at least 5 weeks notice (or less by agreement) to include dates, subject matter and content, training provider details and start/finish times of training;
 - d) The Company's approval will not be unreasonably withheld and confirmation of the decision will be advised no less than 2 weeks prior to the training commencing;
 - e) The payment for paid training time will be the amount the workplace delegate would have been paid for the rostered hours they would have worked on that day if the delegate had not been absent from work to attend training;
 - f) If requested by the Company, evidence of training attendance should be provided within 7 days.
8. A workplace delegate's entitlements under this Schedule are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - a) Comply with their employment duties and obligations;
 - b) Comply with company policies and procedures;
 - c) Not hinder, obstruct or prevent the normal performance of work;
 - d) Not hinder, obstruct or prevent eligible employees rights to freedom of association and respect employees decisions around workplace delegates representing them.
9. The Company is not required to provide workplace delegate with access to individual contact details of eligible employees.

Appendix V: Signatories to Agreement

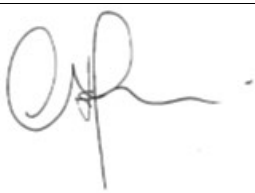
Company Representative

Signed for on behalf of **Laminex Group Pty Limited** by its authorised representative:

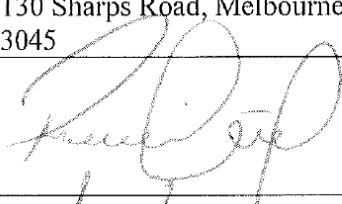
Name: Johnny Koutrigaros
Position Title: Senior People & Performance Business Partner
Address: 130 Sharps Road, Melbourne Airport, VIC, 3045
Signature: 
Date: 6 December 2024

Bargaining Representative

Signed for on behalf of the **CFMEU** by its authorised bargaining representative:

Bargaining Representative in acceptance of this agreement:	Steve Abboushi
Position Title:	Victorian District Secretary – CFMEU Manufacturing Division
Address:	Level 2, 165 Bouverie Street Carlton VIC 3053
Signature	
Date:	05/12/2024

Appointed **Employee Bargaining Representatives** and employees of Laminex to be covered by Laminex Melbourne Distribution Centre Agreement 2024:

Employee Representative in acceptance of this agreement:	Reece Crichton
Position Title:	Storeperson
Address:	130 Sharps Road, Melbourne Airport, VIC, 3045
Signature	
Date:	5/12/2024

Schedule 1:

Timber Industry Award 2020 (MA000071)

Road Transport and Distribution Award 2020 (MA000038)