

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/15

TITLE: Bartter Enterprises Riverina Operations Engineering and Maintenance Agreement 2003-2006

I.R.C. NO: IRC3/5321

DATE APPROVED/COMMENCEMENT: Approved 17 October 2003/Commenced 1 April 2003

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/253

GAZETTAL REFERENCE: 13 February 2004

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Bartter Enterprises Pty Ltd, located at McWilliams Rd, Hanwood NSW 2680, engaged in the classifications and who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: Bartters Enterprises Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

BARTTER ENTERPRISES RIVERINA OPERATIONS ENGINEERING AND MAINTENANCE AGREEMENT 2003-2006

CONTENTS

1. Title
 2. Parties to Agreement
 3. Scope of Agreement
 4. Parent Award
 5. Term of Agreement
 6. Wage Increases
 7. Salary Continuance
 8. Sick Leave Management
 9. Superannuation
 10. Salary Sacrifice Superannuation Contributions
 11. Span of Ordinary Hours
 12. Work Rosters
 13. Provisions for Processing Plant Work Crews
 14. Productivity
 15. Condition Monitoring
 16. First Aid
 17. Right of Entry
 18. Deduction of Union Dues
 19. Union Representative Rights
 20. Classification of Employees
 21. Contractors
 22. Apprentices
 23. On-call Entitlements
 24. Redundancy Provisions
 25. Dispute and Grievance Resolution
 26. Disciplinary Policy & Procedures
 27. Consultative Mechanisms
 28. Renewal Of Agreement
 29. Execution
- Annexure 1a Schedule: "All purpose" weekly rate -
processing plant shift work employees
- Annexure 1b Schedule: "All purpose" weekly rate -
engineering workshop, mechanics, refrigeration
- Annexure 2 Redundancy Policy
- Annexure 3 Disciplinary Policy & Procedures

1. Title

This agreement shall be known as the Bartter Enterprises Riverina Operations Engineering and Maintenance Agreement 2003-2006 ("this agreement").

2. Parties to Agreement

This agreement is made by Bartter Enterprises Pty Ltd ACN 000 451 374 of McWilliams Road, Hanwood ("the company") and the Automotive, Food, Metals and Kindred Industries Union - NSW Branch ("the union").

3. Scope of Agreement

This agreement applies to employees of the company employed in the Riverina region ("the site") employed under the classifications covered by the Metal, Engineering and Associated Industries (State) Award, including apprentices ("the employees").

4. Parent Award

Where this agreement is silent, the terms of the Metal, Engineering and Associated Industries (NSW) Award ("the award") shall apply. Where there is any inconsistency between this agreement and the award, this agreement shall override the award to the extent of the inconsistency.

5. Term of Agreement

This agreement shall come into force on 1 April 2003 and expire on 31 March 2006.

6. Wage Increases

Year 1

With effect from the first full pay period to commence on or after 1 April 2003, the all purpose rates of pay from the 2002 agreement will be increased by 4%. Annexure 1a and b to this agreement are examples of the schedule of pay rates.

Year 2

With effect from the first full pay period to commence on or after 1 April 2004, the all purpose rates of pay will be increased by 4%.

Year 3

With effect from the first full pay period to commence on or after 1 April 2005, the all purpose rates of pay will be increased by 4%.

If the National CPI for the period financial year 2004-05 is greater than 4%, the all purpose rates of pay will be increased to equal that actual amount to a maximum increase of 5%.

7. Salary Continuance

- (a) Employees will be entitled to a salary continuance benefit which provides for up to 3 months leave on full pay on each and every occasion where an employee is suffering from temporary illness or disability. Where required, the employee will be entitled to a further 2 years continuance at 75% of the applicable all purpose rate.
- (b) This benefit supersedes all previous sick leave entitlements and provisions.
- (c) Where an employee's accrued sick leave as at 1 December 1999 is in excess of three months, that employee will receive a payment equivalent to the difference between the accrued sick leave and three months.
- (d) For the purposes of providing Special Family Leave, employees will accrue 8 days per annum, to a maximum of 96 days.

8. Sick Leave Management

The company will monitor sick leave use and where the business is affected due to abuse the Disciplinary Policy will be implemented. In any 12 month period the company shall require production of a doctor's certificate or a statutory declaration, declaring that the employee was unable to attend for duty on account of personal illness or on account of injury by accident for all absences after four single day absences if those absences occur from day 2 to day 4 of the working week. However all absences, single day or otherwise, either side of scheduled days off i.e. rostered days off, weekends, public holidays, annual leave, long service leave and any other leave, must be supported by a doctor's certificate or a statutory declaration.

9. Superannuation

- (a) The company will make contributions to the following complying superannuation funds in accordance with the applicable legislation.

Colonial Select Superannuation Fund.
Superannuation Trust of Australia.

10. Salary Sacrifice Superannuation Contributions

- (a) The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.
- (b) The company will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation ("employer contributions").
- (c) An employee may request that the company make additional contributions to a superannuation fund provided that no employee may have contributions made to more than two funds. These contributions are distinct from and in addition to the employer contributions specified at sub-clause 9(a). For the purpose of this clause, these additional contributions will be referred to as "salary sacrifice contributions".
- (d) On each occasion on which the company makes a salary sacrifice contribution on behalf of an employee, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this sub-clause "occasion" means the calculation and processing of the payroll in accordance with the normal pay period.
- (e) No employee may have salary sacrifice contributions at a level in excess of 50% of their pre-salary sacrifice gross weekly all purpose rate of pay.
- (f) Employees may elect to have salary sacrifice contributions made at a set dollar amount or as a percentage of earnings.
- (g) In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, the company will advise the employees concerned, and the salary sacrifice contribution arrangement will be terminated or amended.

In the event of redundancy, redundancy payments will be calculated at the pre - sacrifice rates.

11. Span of Ordinary Hours

Ordinary day work or day shift hours may be rostered from 0500 to 1700.

12. Work Rosters

Over the life of this agreement, all parties in consultation, shall explore the current roster arrangements and investigate and trial alternative rosters and working hours to suit the needs of the business within the provision of the award. This may include alternative hours of work and 12 hour shifts. Any changes to ordinary hours, outside the provisions of the award or this agreement will be by mutual agreement between the Company and the majority of employees involved in the change.

13. Provisions for Processing Plant Work Crews

The provisions of this clause apply only to employees in the Processing Plant, and supersede the awards' provisions:

- (a) employees who are so rostered must report for duty on any Saturday, Sunday or Public Holiday where the plant is scheduled to kill and process birds on that day, until the completion of the days production.

- (b) night shift loading is 30% of ordinary time earnings.
- (c) afternoon shift loading is 20% of ordinary time earnings.
- (d) employees engaged on full time rotating three shift work shall accrue annual leave at the rate of 5 weeks for each completed year of service. This shall accrue as 190 hours or 5 weeks of the projected roster (whichever is the highest).
- (e)
 - (i) the wage rate for employees engaged on full time rotating three shift work shall be expressed and paid as an 'all purpose' hourly rate. The rate will include the current base rate, all existing over award payments and existing allowances, and is calculated in accordance with Annexure 1a (see example) of this agreement.
 - (ii) the 'all purpose' hourly rate does not include penalty entitlements for ordinary time work on Saturdays and Sundays or shift loadings. These entitlements will be calculated over one complete roster cycle and paid as an average each week.
 - (iii) the 'all purpose' hourly rate does not include penalty entitlement for ordinary time work on public holidays. The applicable penalty rate will be applied to the 'all purpose' rate and paid as and when, the entitlement falls due.
 - (iv) unless determined otherwise the 'all purpose' hourly rate will be the hourly rate used for the calculation of overtime entitlements.
- (f) employees may be required to work on any afternoon or night shift which is less than 5 consecutive days in duration. No premium, loading or penalty shall be payable for such work other than as provided for by this agreement.
- (g) employees will receive payment of their average shift loading or 17.5% of the 'all purpose' rate (whichever is the greater amount) for all periods of annual leave.

14. Productivity

Engineering productivity shall be measured on quality and timeliness and based on the following Key Performance Indicators (KPI's). A productivity bonus of 1% will be introduced and paid each year of this agreement, in addition to the aforementioned 4%. This will be paid as part of the all-purpose weekly rate as defined in Annexure 1a and 1b. All operatives shall;

Be responsible for the quality of his/her own work

Undertake their duties in a safe and responsible manner, adhering to the Companies National Safety Program, including;

reporting of all hazards, unsafe practices and unsafe conditions

report all injuries and incidents

participate in scheduled safety walks/inspections

take part in the risk assessment process

Work in a team environment.

15. Condition Monitoring

Where an employee is required to attend the site on Saturday or Sunday for the purposes of a routine maintenance check, and that requirement is notified to the employee prior to the end of their last rostered shift or day's work, the minimum payment for attending the site shall be as for two hours' work. The award provisions for Call Back will apply for all other cases.

16. First Aid

The required number and location of employees qualified to give first aid will be determined by the company and employees so advised. Nominated first aid attendants will receive the first aid allowance provided for by the award.

17. Right of Entry

Officers of the union will be permitted to visit the site for the purpose of carrying out their functions, provided that permission is sought from management, and that the company's quarantine and safety guidelines are met.

18. Deduction of Union Dues

The Company will continue to maintain direct deduction of union dues from wages due to employees provided that the employee so authorises that deduction.

19. Union Representatives' Rights

- (a) For the purpose of this clause, "union representative" means an employee who is an accredited delegate of the union, or an employee who has been duly elected to represent one or more areas or shifts on the site.
- (b) A union representative is entitled to reasonable time off work without deduction of normal pay for the purpose of carrying out their functions. This includes, but is not limited to;
 - attending hearings and conferences in industrial tribunals;
 - investigating employee grievances;
 - representing employees in resolving grievances;
 - attending meetings with the company.

Provided that every effort is made to ensure that these absences do not unreasonably effect the operational efficiency of the site.

- (c) The company will release each union delegate for up to a total of 5 days paid leave (this means 5 days each delegate for the 2 delegates) to attend accredited trade union training courses, provided that the employees provide 4 weeks' notice of their intention to attend such training and attendance at training does not effect business needs. This may be extended to 10 days per delegate if requested and approved by the company. All applications for leave pursuant to this clause should be made in writing as soon as practicable, but in any case not less than 48 hours prior to the leave being taken.
- (d) The union representatives will have easy access (for union business) to;
 - telephone/photocopier/fax
 - word processor or administrative support
 - meeting room

20. Classification of Employees

By 1 November 2003, a revised Engineering Skills Classification system will be developed. The objective of the system will be to simplify the classification structure and provide a framework for the advancement of employees' skills in line with the needs of the company. It is anticipated that the system will embrace both technical and personal skills and that incremental pay increases will be associated with levels in the system.

A critical aspect of the new system will be the methodology for converting the current skill levels of employees to those of the new system. This will generally be achieved by way of broadbanding the existing skills classifications and pay rates.

The system will be jointly developed by company and employee representatives for implementation by April 1 2004. A number of existing skills classification structures, including the National Metals Competency Standards, will be used in the development of the new classification system.

An integral part of the system will be six monthly reviews to help employees achieve their goals and the goals of the company. Every 12 months a formal performance review of each employee shall be conducted with reclassification of employees where appropriate. Reward will be for skills applied in the workplace not simply learned and in turn continued performance will be required to maintain a given skill level.

21. Contractors

The company will manage their operations in the most efficient and cost effective manner possible. It is the Company's preference to utilise permanent employees first followed by casual employees for all work available (as skill levels and qualifications allow).

However, from time to time, contractors may be engaged either permanently or on an ad hoc basis to complete certain work. Generally contractors will be utilised in situations where:

- (a) the skills, equipment or management resources are not available in-hours eg; plumbers;
- (b) the work concerned arises infrequently;
- (c) contractors are able to perform the work at significant cost-advantages;
- (d) employees are incapable of carrying out the work in question and it is not possible or cost-effective to train them to perform such work;
- (e) the work is related to a specific piece of equipment which is covered by a service contract or warranty arrangement; or
- (f) There are short-term significant increase in workload which cannot be reasonably covered by in-house personnel.

Where the company intends to transfer significant work from employees to contractors, it will consult with employees and the relevant union prior to engaging contractors, unless the work is urgent, and such consultation is not feasible.

22. Apprentices

The Company will endeavour to maintain its intake of apprentices at 4 per annum. In the event of any major changes to the site's operations, the company reserves the right to review this position. Apprentices will receive that proportion of the rates provided for in this agreement provided for by the award.

23. Redundancy Provisions

See Annexure 2

24. On-Call Entitlements

- (a) For the purpose of this clause "on-call" means an employee who has been requested and agreed to hold themselves available for call in to the site outside their normal hours of work. Employees in this situation will be required to carry a mobile telephone and to be available to safely carry out any call in that may be required.
- (b) An employee who is required to hold themselves available for call-in shall be paid \$238.35 per week for each week that they are required to be on-call.
- (c) An employee who is required to hold themselves available for call-in over a public holiday period shall be paid \$119.15 per day for each public holiday that they are required to be on-call.

25. Dispute and Grievance Resolution

- (a) Where an employee has a grievance in relation to his employment they shall raise the matter in the first instance with his direct supervisor.
- (b) If the matter is not capable of resolution at that level, or if the matter relates to an industrial issue or claim, it shall be referred to the site Human Resources Manager or their nominee and to the union's nominated official for further discussion.
- (c) If the matter cannot be resolved at that level, it shall be referred to the Industrial Commission of NSW for resolution in accordance with section 130 of the *Industrial Relations Act (NSW) 1996*.
- (d) While this process is being followed, work shall continue as normal, provided that employees' safety is not compromised.

26. Disciplinary Policy and Procedures

The Company is committed to the provision of fair and supportive working environments. The disciplinary procedures contained in this policy are designed to support the achievement of this goal.

The Discipline Policy and Procedure is detailed in Annexure 3.

27. Consultative Mechanisms

Site management will meet bi-monthly with representatives of the employees. The relevant union officer will also be invited to attend such meetings. The purpose of the meetings is to:

discuss significant changes to the site's operation which may have an effect on the metal trades employees;

identify suitable performance measures for the assessment of the groups' work performance;

resolve grievances and matters of concern that may arise among metal trades employees.

These meetings will be minuted and the minutes circulated to all metal trades employees.

28. Renewal of Agreement

The company and the union will meet three months prior to the expiry of this agreement to discuss the operation of the agreement and to commence to renegotiate a further agreement.

29. Execution

Signed for Bartter Enterprises Pty Ltd by Gavin Whiteley - Regional Manager Riverina

_____ Date: _____ 2003

Signed for the Automotive, Food, Metals and Kindred Industries Union - NSW Branch by

_____ Date: _____ 2003

Annexure 1A			
Engineering And Maintenance Agreement 2003 - 2006			
"All Purpose" Weekly Rate - Processing Plant Shift Work Employees			
Example (C10)			
(C10)			
Base Rate		\$574.50	Leading Hand allowances will be included in the APWR for those who currently receive it.
Over Award		\$60.18	
Tool Allowance		\$12.27	
Shift Bonus		\$91.49	
Productivity		\$7.38	
All Purpose		\$745.82 (APWR)	
Weekly Rate		\$19.62 per hour	
All overtime is paid on the APWR			
Allowances not included in APWR will be continued to be paid as weekly payments (eg First Aid)			
Shift Loading Calculation			
Week 1	5 Days @ zero = zero		
Week 2	5 afternoons@ 20% = 20% x 748.82 =	\$149.16	
Week 3	3 nights@30% = 30% x (748.82/38) x 22hrs=	\$129.53	
	1 Sat@50% x 3hrs = 50% x (748.82/38) x3 =	\$29.44	
	1 Sat@ 100% x 5 hrs = 100% x (748.82/38)	\$98.13	
	1 Sun @ 100% x 8hrs= 100% x (748.82/38)	\$157.01	
Total:		\$563.27 over three week cycle	
Average Weekly Payment		\$187.75	
Average Weekly Payment		\$933.57	
w/o overtime		\$24.56 per hour	

Annexure 1b			
ENGINEERING AND MAINTENANCE AGREEMENT 2003-2006			
ALL PURPOSE WEEKLY RATE - ENGINEERING WORKSHOP, MECHANICS, REFRIGERATION			
Example for C10			
Base Rate		\$574.50	
Over Award		\$36.11	
Tool		\$12.27	

Productivity Bonus	\$6.22			
All Purpose Weekly Rate:	\$629.10 APWR			
	\$16.55 per hour			
All overtime is paid on the APWR				
Leading Hand Allowance (for those who receive it) is included in the APWR				
Annual Leave, Sick Leave and Long Service Leave is paid on the APWR				
Weekly Allowances such as First Aid will be paid as a weekly payment and not included in the APWR				

Annexure 2

BARTTER ENTERPRISES PTY LIMITED

Riverina Operations Engineering and Maintenance Agreement

Redundancy Provisions

General

In the event that a decision is made to restructure any of the Company's operations, it is the Company's objective to re-deploy all personnel from the affected areas to other employment within the Company. However, we recognise that despite all our best efforts, the objective may not be practically achieved and if any employee cannot be suitably re-deployed on a mutually agreed basis, the provisions of this Redundancy Agreement shall apply. This does not mean that employees can automatically choose to be paid a redundancy payment. Each case will be treated on its individual merits

If redeployment is achievable, further to ensure suitability of employees to their new position the following shall apply:

- (a) If the position is similar to that of their previous position, a work trial period of 4 weeks shall apply to the redeployment. During this time the employee and the manager of the new department shall meet on a regular basis to discuss any issues or concerns.

If such concerns or issues cannot reasonably be resolved, the employee has the option to take redundancy payment.

- (b) If the position is fundamentally different to that of their previous position, a work trial of 6 weeks shall apply to the redeployment. During this time the employee and the manager of the new department shall meet on a regular basis to discuss any issues or concerns.

If such concerns or issues cannot reasonably be resolved, the employee has the option to take redundancy payment.

1. Definitions:

"All purpose rate" means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

"Agreement " means the Bartter Enterprises Riverina Operations - Engineering and Maintenance Agreement 2003 -2006.

"Casual employee" means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this Agreement.

"Part time employee" means an employee whose rostered hours of work are less than an average of 38 hours per week.

"Redundancy" means a situation where the Company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the Company's labour requirements.

"Redundancy" does not include:

- (a) termination of employment pursuant to the Company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the Company's requirement to reduce its labour requirements;
- (b) termination of employment due to retirement;
- (c) situations where full time or part time employees become surplus to the Company's labour requirements due to industrial action taken by employees which affects the Company's ability to continue normal operations;
- (d) variations to rosters or shifts (as provided for by parent awards or site Agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the Union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this Agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

- (e) situations where part time or full time employees are not prepared to undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the Company and the Union to be reasonably within the employee's capability;
- (f) short term reductions in the Company's labour requirements which can be managed pursuant to clause 3 of this agreement; or
- (g) the sale or transfer of some or all of the Company's business where continuity of employment is offered to employees.

"The Company" means Bartter Enterprises.

"The Union" means the AFMKI

"Week's pay" means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination.

"Work Area" means a discrete functional or geographical part of the Company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/Agreement classification and/or Union coverage.

2. Consultation:

Where the Company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the Union. The Company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The Company and the Union will jointly seek alternatives to redundancies.

3. Steps To Avoid Redundancies:

Where a redundancy situation appears likely, the Company may seek to minimise the number of such redundancies by:

reducing the hours worked by casual employees;

reducing the number of casual employees;

requiring full time and part time employees to take accrued RDO's, annual and long service leave; and

reducing the hours worked by part time employees.

4. Notice of Redundancy:

- (a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.
- (b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the Company's operations.
- (c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this Agreement will be paid to the employee.
- (d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this Agreement will be paid to that employee's dependants. Where the Company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this Agreement will be paid to the employee's estate.

5. Payments Upon Termination of Employment:

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

- (a) 4 weeks' pay for each year of service, calculated to completed quarters; provided that the total payment made, including the payment in lieu of notice if the 4 weeks notice period is not given, will not exceed 56 weeks' pay. Such payment will be paid over not more than 3 instalments over a six month period from the redundancy date and will be in accordance with the following:

Where total redundancy payments are less than \$10 000, the entire amount will be paid on termination.

Where total redundancy payments are between \$10 001 and \$15 000, the amount will be paid in two equal instalments. The first payment will be made on termination, the second payment will be made three months from this date.

Where total redundancy payments are more than \$15 001, the amount will be paid in three equal instalments. The first payment will be made on termination, the second payment will be made three months from this date, and the final payment will be made 6 months from the termination date.

- (b) Accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award will be paid on termination.

- (c) Accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The Unions may not make any claim on the Company that is based on any change to the taxation treatment of termination payments.

6. Treatment of Casual Employees:

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the Company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 5(b) of this Agreement.

A part time or full time employee who has continuous service with the Company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 5(c) of this Agreement.

7. Resolution of Disputes:

Where the Union/s have a grievance or claim in relation to the application or interpretation of this Agreement, it shall be raised in the first instance with the Company's Director - Human Resources or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution in accordance with Clause 3.2 of the Award.

Whilst the grievance or claim is being resolved, the Union will not take any form of industrial action.

Annexure 3

Bartter Enterprises

Disciplinary Policy And Procedures

Part One

1. Objective

The objective of this policy is to provide a structured process which ensures that employees of the company:

are aware of the standards of performance and behaviour required from them in the course of their employment.

can have unsatisfactory performance or behaviour identified in a constructive fashion;

can be subject to disciplinary procedures up to and including termination of employment; and

to ensure that all activities and procedures associated with these issues are objective and procedurally fair.

2. Statement Of Policy

The Company is committed to the provision of fair and supportive working environments. The disciplinary procedures contained in this policy are designed to support the achievement of this goal. Any failure to abide by these procedures will in itself be regarded as a severe breach of Company standards.

3. Principles

- (a) Disciplinary action pursuant to this policy should be educational in the first instance, and only corrective where educational steps have failed.
- (b) Punitive action should only be taken when remedial steps have failed.
- (c) As far as practical, similar offences in similar circumstances should be treated equitably through the application of similar punitive action.
- (d) Procedural fairness is of paramount importance in ensuring equitable treatment for employees. This will necessitate the use of time and other resources to ensure a satisfactory investigation. This policy therefore provides the ability to suspend employees on full pay whilst any necessary investigation is completed.

4. Access

Given the Objective, Policy Statement and Principles of this policy, this document is public in nature, and should be available to employees on request. Any employee who is to receive any punitive action pursuant to this policy must be provided with a copy of or access to a copy of this document.

Disciplinary Procedure

Part Two

1. Levels

This policy recognises four levels of disciplinary procedure:

Counselling

First Written Warning

Final Written Warning

Dismissal

The nature and frequency of the problem will generally determine which level of disciplinary procedure will apply in any individual situation.

2. Counselling

- (a) Counselling is an informal process whereby employees are advised of unsatisfactory work performance. Counselling is an integral part of the management of employees, and should be a two way communication process.

The object of a counselling process is to advise the employee of what standards of work performance, or behaviour are required; to show where the employee is not meeting the required standard; and to ascertain whether there are any requirements for additional training or other resources in order that the employee can meet the required standards.

- (b) A formal record of a counselling process need not be made, however it may be appropriate for a file note to be placed on the employee's file. It is suggested that the Disciplinary Policy and Procedure Record Form be used to record all counselling procedures.
- (c) A series of counselling sessions may result in a First Written Warning being issued.

3. First Written Warning

- (a) A First Written Warning is a punitive level of the disciplinary procedure.
- (b) A First Written Warning is issued in circumstances where one or more counselling sessions have failed to modify the work performance or behavioural standards as required; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of serious nature.
- (c) Before a First Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced, and that the process may eventually result in the employee's dismissal; and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- (d) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is.
- (e) The employee is to be asked if he/she has any comment in regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

At this stage, the manager or supervisor may elect not to issue a First Written Warning, and revert to a counselling session.

- (f) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in correct the problem.
- (g) A First Written Warning is to be issued for a specified period of time.

The appropriate period for a First Written Warning to be in force will be determined by the nature of the problem, the employee's record, and the length of time reasonably required to demonstrate improvement.

The First Written Warning should not be in force for more than 6 months.

- (h) The First Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.
- (i) At the conclusion of the period of time that the First Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the First Written Warning may be withdrawn, extended, or a Final Written Warning may be issued.

The Review of the First Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

4. Final Written Warning

- (a) A Final Written Warning is a punitive level of the disciplinary process.
- (b) A Final Written Warning is issued in circumstances where one or more First Written Warnings have failed to modify the work performance or behavioural standards as required; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of an extremely serious nature.

- (c) In order that a decision to issue a final warning to an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of all or some of the investigative process.
- (d) Before a Final Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced and that the process could result in dismissal, and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- (e) The manager or supervisor should have his/her supervisor/manager or the senior manager's nominee present at the final warning meeting.
- (f) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is. Where appropriate, reference should be made to any reprimand or previous relevant disciplinary procedure in place.
- (g) The employee is to be asked if he/she has any comment regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

At this stage, the manager or supervisor may elect not to issue a Final Written Warning, and may issue a First Written Warning or revert to a counselling sessions; or abort the process.

- (h) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in correcting the problem.
- (i) A Final Written Warning is to be issued for a specified period of time.

The appropriate period for a Final Written Warning to be in force will be determined by the nature of the problem, the employee's record, and the length of time reasonably required to demonstrate improvement.

The Final Written Warning should not be in force for more than 12 months.

The Final Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

- (j) At the conclusion of the period of time that the Final Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the Final Written Warning may be withdrawn, extended, or the employee may be dismissed.

The Review of the Final Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

5. Termination Of Employment

- (a) Termination of employment is a punitive level of the disciplinary process and the most serious application of this policy.
- (b) In order to dismiss an employee pursuant to this policy, specific authority from a senior manager of the company is required. A senior manager is a director or direct report to a director.

- (c) In order that a decision to dismiss an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of some or all of the investigative process.
- (d) An employee may be dismissed in circumstances where one or more final Written Warnings have failed to modify the work performance or behavioural standards as required; or as the first and final step in the disciplinary procedure where the lapse in performance or behavioural standard is of such severity as to warrant immediate dismissal.
- (e) Before an employee is dismissed, the employee is to be advised that the disciplinary procedure has commenced and the company intends to terminate the employment of the employee. The employee is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- (f) The Dismissal meeting is to be attended by the most senior manager on the site.
- (g) The employee is to be advised that the company intends to terminate the contract of employment and the manager must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify the required standard. Where appropriate, reference should be made to any final warning or previous relevant disciplinary procedure in place.
- (h) The employee is to be asked if he/she has any comment in regard to the stated problem.. Due regard is to be given to the employee's views and any mitigating circumstances taken into account.

At this stage, the meeting may be adjourned in order further investigation to be carried out. Subject to the nature of the problem, it may be appropriate for the employee to be suspended without loss of normal pay and conditions for the duration of the investigative process.

At this stage, the manager may elect not to dismiss the employee, and may issue a final Written Warning, a First Written Warning, or cease the application of the disciplinary procedure.

- (i) If the decision to dismiss the employee is justified, the employee is to be so advised.
- (j) The Dismissal should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee

The employee is to receive a letter confirming that he/she has been dismissed as per the proforma "Letter of Dismissal" in Part Three of this Policy. A copy of the Record Form should be attached to the Letter.

- (k) If the employee is to be subject to immediate dismissal, there is no requirement for any notice period to apply.

In all other circumstances, the appropriate pay in lieu of notice should be paid to the employee in accordance with the following table:

Length of Continuous Service:	Applicable Notice:
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition, an employee over 45 years of age who has not less than 2 years' continuous service at the time of termination will receive an additional week's notice.

I) Part Three: Pro Forma Documents

The following pro forma documents should be used as guide in the application of this Policy.

(a) Letter of Dismissal

(Date)

(Name)

(Site Address)

Dear (Name),

Confirmation Of Termination Of Employment

I refer to our meeting of (date). A record of that meeting is attached.

I confirm that your employment with (employing company) has been terminated pursuant to the Company's Disciplinary Policy and Procedures. The termination takes effect from (insert date). You will receive (xxx) week's pay in lieu of notice.

If you do not understand this letter of the Disciplinary Policy and Procedures, please contact me immediately.

Yours faithfully
(employing company)

(Supervisor's name)

(Supervisor's Title)

Copies: Employee
 Union Delegate (where applicable)
 Supervisor
 Personnel Records