

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/16

**TITLE: Brambles Industrial Services Stemming Truck Operators
Enterprise Bargaining Agreement 2004**

I.R.C. NO: IRC4/5932

DATE APPROVED/COMMENCEMENT: 26 October 2004 / 26 October 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/03.

GAZETTAL REFERENCE: 11 February 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Brambles Australia Limited, located at Level 40, Gateway, 1 Macquarie Place, Sydney, NSW 2000, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Brambles Australia Limited -&- the Transport Workers' Union of New South Wales

BRAMBLES INDUSTRIAL SERVICES STEMMING TRUCK OPERATORS ENTERPRISE BARGAINING AGREEMENT 2004

1.0 Title

This Agreement shall be referred to as the Brambles Industrial Services Stemming Truck Operators Enterprise Bargaining Agreement 2004.

2.0 Arrangement

This Agreement is arranged as follows:

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3.0 Application

This Agreement shall apply at the Brambles Industrial Services, Stemming Operations in NSW, to all employees engaged in classifications set out in the Transport Industry (State) Award.

4.0 Parties Bound

The parties to this Agreement are:

- a) Brambles Australia limited trading as Brambles Industrial Services, (the Company);
- b) All employees of the Brambles Industrial Services, in Stemming Operations in New South Wales, engaged in classifications set out in the Transport Industry (State) Award whether members of the Union listed in subclause (c) or not; and
- c) Transport Workers Union of NSW (the "Union").

5.0 Period of Operation

This Agreement shall operate from the date of approval in the NSW Industrial Relations Commission, and shall remain in force for a period of two years.

6.0 Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award ('the Award'), as varied, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

7.0 No Extra Claims

It is agreed by the parties to this agreement that:

- (a) any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages set out in this Agreement; and
- (b) up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not.

8.0 Dispute Settlement Procedure

A grievance is defined as a complaint, disagreement, query or dispute which directly relates to the terms and conditions covered by this Agreement, which arises during the life of the Agreement.

Any grievance which arises during the life of this Agreement is to be resolved using the following procedure:

- (a) The employee and/or the union delegate advises and attempts to resolve the grievance with his/her direct Supervisor.
- (b) The Supervisor is to attempt to resolve the dispute as quickly as reasonably possible.
- (c) If the Supervisor cannot resolve the dispute within 24 hours, then he/she is to refer the dispute to the Manager.
- (d) If the dispute is not resolved by the Manager within 24 hours of notification by the Supervisor or if the dispute is not resolved satisfactorily, it will be referred to the Regional Manager and the TWU Representative and Delegate.
- (e) If not settled the Regional Manager - Northern NSW may seek to involve the Company's Employment Services Department in this matter.
- (f) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances, which applied immediately prior to the dispute arising, shall apply until final resolution of this matter.

- (g) All parties agree that no industrial action is to be undertaken by any party during the life of this Agreement. This guarantee is subject only to our joint obligation to Occupational Health and Safety requirement for work to be undertaken. However, subject to relevant provisions of any State or Territory occupational safety and health law, even if you have a reasonable concern about an imminent risk to your health or safety, the Employee(s) must not unreasonably fail to comply with the direction by the Company to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate to perform.
- (h) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.
- (i) Should the grievance or difficulty not be resolved under the steps outlined above, either party may refer the grievance or difficulty to the NSW Industrial Relations Commission for assistance, subject to appropriate prior notification given to the other party.

At all times the dispute is to be handled in a manner which conveys respect, courtesy and consideration for the facts and merits of the case. Details of the dispute must not be conveyed to any other person without the consent of both parties.

9.0 Workplace Objectives

The primary objective of the Company is to provide safe, efficient and high quality service to it's Clients. All employees will appreciate that the performance of every employee is critical to the Company achieving this objective. As such the Company expects all employees, along with it's other employees, to be committed to:

Actively co-operating to establish and maintain a safe and healthy work environment.

Achieving a quality outcome for our Client.

Seeking improvements and innovations to constantly achieve high quality performance.

Ensuring all Works, whether contract or hourly hire, are completed with the required expedience to meet time and budget constraints, and to optimise benefit to the Client.

Actively participating with the Company to create an effective, highly productive quality team.

Maintaining and promoting an open and communicative work environment.

10.0 Performance and Flexibility

- (a) Employees will be required to work to the best of they ability and will perform such work as reasonably required by the Company within the bounds of safety and an employees practical competence, skill and training.
- (b) The Company will require all employees to be flexible with respect to work practices and work patterns including:

Acquiring knowledge and skills to operate the plant, equipment and processes proficiently.

Undertaking work and duties as directed by the Company and consistent with (a) above.

Working in a shift roster system as determined appropriate for the Works or Project.

Working in any section of the operation.

Working a reasonable amount of overtime where available. Where the employee is unavailable, they must notify the manager at the start of shift where practical.

- (c) Employees will comply with Company policies and procedures to ensure that safe, efficient and cost-effective operations are achieved.

11.0 Employment Contract

This Agreement will constitute the full terms and conditions of employment between the parties. Any other agreement which may have existed prior to this Enterprise Bargaining Agreement will cease to have effect.

12.0 Probationary Employment

New employees will initially be engaged by the Company on a probationary basis for a period of no longer than twelve (12) weeks. The probationary period will permit employees to be inducted, undergo initial Company training and enable the Company to accurately assess performance and behaviour.

During this period, either party may terminate the employees employment by giving one (1) week’s notice, or if at the discretion of the Company, payment by the Company of one (1) weeks wages in lieu of notice.

13.0 Casual Employees

Casual employees may be engaged from time to time and a minimum of four hours will be paid for each engagement. Casual rates of pay are set out in Clause 19, with overtime and penalty rates to be in accordance with the Award. Casual loading to be paid in accordance with the Award.

14.0 Termination of Employment

This Agreement may be terminated by either or both parties if any of the following takes place:

- (a) Mutual agreement between the parties;
- (b) After the nominal expiry date of this Agreement, as per the requirements of the New South Wales *Industrial Relations Act 1996*.

Permanent employment may be terminated by the Company giving notice in accordance with the following scale, or, by payment in lieu of such notice :

Employee’s period of continuous service with the Company	Period of Notice
Not more than one (1) year	At least 1 week
More than one (1) year but not more than three (3) years	At least 2 weeks
More than three (3) years but not more than five (5) years	At least 3 weeks
More than five (5) years	At least 4 weeks

This period of notice is increased by one (1) week in the event that the employee concerned is over 45 years old and have completed at least two (2) years continuous service with the Company.

An employee must provide two (2) weeks notice of termination of their employment or forfeiture of two weeks wages.

SUMMARY DISMISSAL: This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

15.0 Redundancy

If during the course of this Agreement an employees position becomes surplus to business requirements the Company may decide to offer a redundancy payment on separation.

If a redundancy payment is provided, the redundancy package will be as per the Award.

The provision of any redundancy payment to the employee covered by this Agreement will be the sole discretion of the Company.

16.0 Hours of Work

- (a) An employee will be required to work in a roster determined as appropriate to meet overall operations and labour requirements from time to time, provided that the ordinary working hours will be 7.6 hours per day, Monday to Friday, 38 hours per week.
- (b) For the purposes of hours of work, the parties to this Agreement agree that the ordinary hours of work will be as per the Award, allowing for a starting time between the hours of 7am - 9am.
- (c) In relation to start and finishing times:
 - (i) An employee will be at the designated shift starting point ready to commence work at the designated commencement time.
 - (ii) Starting time will be flexible within the span of hours specified in Clause 16(b) and may be varied by notification, the day previous.
 - (iii) An employee will remain on the job until the designated finishing time, or beyond as instructed by the Supervisor/Manager, where reasonable overtime is requested in accordance with clause 10.0 (b).
- (d) Meal Breaks: It is agreed between the parties that the meal breaks of employees will be taken at such times as will not interfere with continuity of work and may be staggered and may be staggered between 11.00am and 2.00pm for day work and within 5 hours of start time for shift workers, to enable continuity of work or production.

17.0 Overtime

- 17.1 For time worked on weekdays outside of the normal working hours prescribed in Clause 16.0 of this Agreement, overtime shall be paid at the rate of time and one-half for the first two hours and double time thereafter.
- 17.2 Time worked on Saturdays shall be paid at the rate of time and one-half for the first two hours and double time thereafter. Time worked on Sundays shall be paid at double time.
- 17.3 Rest Periods Between Shifts:

When overtime work is necessary it will, wherever practicable, be arranged so that an employee will have at least ten (10) consecutive hours off duty prior to the commencement of the next shift.
- 17.4 Should an employee work so much overtime that they are rostered to continue working within the ten (10) hours rest period prior to the commencement of the next shift, then, at the completion of the overtime work an employee will take a ten (10) hour break without loss of pay for the period not worked during their next rostered shift.

18.0 Call-Ins

Where circumstances demand, "call - in's" may be necessary to facilitate urgent repair works. The parties agree that where "call - in's" are required they will be paid at the appropriate rate for the period of time spent on site, with a minimum of four hours.

19.0 Wage Rates and Grading Classifications

The following base wage rate will apply during the life of this agreement.

Classification	9 May 2004	9 May 2005
Grade Four Transport Operator	\$ 16.70	\$ 17.29
Grade Five Transport Operator	\$ 17.49	\$ 18.10

Back payment will be made on the first full pay period after approval by the Commission to 9 May 2004.

The definitions used to determine classifications are based on the requirement to perform the functions of driving a four axle rigid vehicle and other vehicles as required by a Grade Four classification, such as loaders. An operator will be paid as a Grade 5 when operating vehicle ST6 (8 wheeler).

The base wage rates prescribed in the table above have been established to take into account all allowances, such as leading hand allowance and first aid allowance and any disabilities associated with the site location and the work environment which are not otherwise specifically addressed in this Agreement.

In situations where an employee is required to work in excess of 10 hours per shift, the Company will pay an allowance of \$9.35 in lieu of any entitlement to overtime meal breaks or overtime meal allowance.

20.0 Bonus Scheme

Permanent employees will be paid an individual bonus biannually from the date of approval of the agreement on achievement of the following targets:

20.1 Attendance -:

\$50.00 payable where less than 3 days sick taken in the preceding 6 months per employee. This is an annual potential total of \$100.00.

20.2 Safety Bonus:

\$160.00 payable where 2 safety observations are completed per month per employee in the preceding 6 months. This is an annual potential total of \$320.00.

An employee must be employed for the full preceding 6 months for the bonus to be applicable.

21. Allowances

The parties to this Agreement recognise that there are some sites, whereby specific site allowances apply, for which the Company agrees that site specific allowances that override this Agreement shall be paid for the time worked on that site only. The base rate in this Agreement otherwise includes all other allowances.

22. Payment of Wages

An employees wages will be paid on a weekly basis into a bank account which they nominate, and will be issued with a weekly payment advice explaining the calculation of earnings and all deductions.

Upon termination of employment, wages owing to an employee will be paid either by cheque or direct into their pay account on the day of their termination or, at the latest, the next working day.

23. Superannuation

Employer funded superannuation contributions shall be paid into one of the following funds as nominated by the employee:

Transport Workers Superannuation Fund, or

Brambles Superannuation Fund (Mercer Super Trust), or

ASSET Superannuation Fund, or

MLC Superannuation Fund

The Funds are administered in accordance with the requirements of the *Occupational Superannuation Standards Act 1987* and Regulations. A copy of the Fund's brochure will be available for review and explanatory notes on fund membership, contributions and benefits will be provided.

The Company will contribute to the Fund on a weekly basis the contribution required under the Superannuation Guarantee Levy legislation.

24. Occupational Health and Safety

- 24.1 All parties acknowledge their respective responsibilities with regard to compliance and enforcement of the occupational health and safety legislation and further acknowledge that they will abide by any legislation pertaining to these matters.

The Company acknowledges its responsibility for providing a safe and healthy working environment. In so doing, the Company will provide safe systems of work and provide necessary equipment, training and information for employees and labour hire contractors to carry out their duties in an informed and responsible manner.

Employees are required to acknowledge their responsibility for working in a safe manner and taking reasonable care of their own and others' safety while at work. Employees will co-operate with Company initiatives to improve safety and follow all required health and safety policies and procedures and legal requirements.

- 24.2 Further, it is the responsibility of all employees and labour hire contractors to advise the Company of any employment engagement with another employer in the 10 hours prior to the commencement of their shift. Brambles will record any such activity and will not permit an employee to commence work after such activity until a ten hour break has been completed where. These records may be inspected by either party.

Should an employee not have had a ten hour break because of engagement with another employer, they will not be paid. Normal disciplinary procedures for absenteeism and conflict of interest will apply to this clause.

- 24.3 The Company commits to providing employees with occupational health and safety training equivalent to or greater than the F1 ("Follow OH&S Procedures) competency standard under the TDT 2002 training package, during the life of this agreement.

25. Alcohol/Drug Use

It is agreed that the all employees will comply with the Company's policy in relation to Drug and Alcohol and in particular will report to work without any alcohol or non-prescribed drugs in their body. If a Supervisor suspects any employee of being under the influence of either non-prescribed drugs or alcohol he will report this suspicion directly to his immediate Manager who will then determine if the complaint is valid. If the complaint is upheld the Manager will suspend the employee on full pay pending a medical examination by the Company Doctor (at Company's expense). If the employee is found to be under the influence of either non prescribed drugs or alcohol, or refuse to submit to the required tests, the employee will be transported home, suspended from the payroll until fit for work. A second offence will see the employee suspended without pay for one week, and be required to attend counselling (at the company's expense). A third offence may result in summary dismissal.

26. Medical/Health Checks

It is a requirement that new employees undergo a medical examination prior to the commencement of employment with the Company. This requirement applies equally to permanent, probationary, fixed term and casual employees.

Employees will comply with the requirements by the Company to undergo further medical checks during the course of their employment.

Costs associated with these further medical checks will be borne by the Company.

27. Work Clothing and Footwear

27.2 Clothing:

- (i) An employee will be supplied with two (2) sets of work clothing upon engagement and then a further two (2) sets after each subsequent twelve (12) months of continuous service. An employee will be required to wear the supplied work clothing whilst at work.
- (ii) A set of work clothing will mean:
 - (A) One pair of long drill trousers; and
 - (B) Either one long sleeve or one short sleeve work shirt.

Each employee may elect which sets of clothing are preferred to be worn.

- (iii) The laundering and repair of all clothing is the employees responsibility.

27.3 Safety Boots:

- (i) Each employee will be provided with a pair of safety boots upon engagement which will be required to be worn whilst at work.
- (ii) Safety footwear provided by the Company will be replaced when no longer suitable for protection as a result of "fair wear and tear".

27.4 Winter Jacket:

- (i) Each employee will be issued with a jacket for protection against the cold and suitable for the general work environment.
- (ii) A replacement jacket will be issued every two (2) years.

27.5 Termination:

Should an employee be terminated within six (6) months of clothing and footwear being issued, they will be required to reimburse the Company the cost of the items on a pro-rata basis.

28. Annual Leave

The parties agree that annual leave will be paid in accordance with the *Annual Holidays Act 1944*, as varied and loading in accordance with the Award.

29. Public Holidays

The following days are recognised as Public Holidays under this Agreement:

New Years Day	ANZAC Day	Picnic Day (Mines Picnic Day)
Australia Day	Labour Day	Christmas Day
Good Friday	Queens Birthday	Boxing Day
Easter Monday		

Together with any other days which may be gazetted as Public Holidays for the state of New South Wales.

Payment for a Public Holiday - An employee will be paid 7.6 hours at the base wage rate for the Public Holiday.

Should an employee be required to work on a Public Holiday they will be paid at the rate of double time for hours worked.

30. Sick Leave

Sick Leave is payable for absences due to personal illness or injury at the base wage rate on the basis of five (5) days accrued for the first 12 month period worked, and eight (8) days accrued for each 12 month period worked thereafter.

Payment for sick leave is conditional upon the employee concerned:

- (a) informing the Company, wherever practicable prior to the commencement of such absence, of the inability to attend work and of the nature of the illness and of the estimated duration of the absence; and
- (b) providing the Company a Doctor's Certificate if required (as outlined below).

An employee are required to provide a Doctor's Certificate for any absence due to personal illness or injury where the absence:

- (a) Occurs during the probationary period of service;
- (b) Is of two (2) or more consecutive days duration;
- (c) Occurs after an employees entitlement to paid sick leave has been exhausted;
- (d) Occurs on a Public Holiday or on either rostered shift immediately prior to or after the Public Holiday;
- (e) Where otherwise specifically requested by the Company.

In the event that an employee is absent from work other than on approved sick leave and do not produce a Doctor's Certificate as required pursuant to this clause, they will be deemed to have been absent from work without authorisation and will not be paid.

Notwithstanding the above, any part of an employees sick leave entitlement which has not been used in any year may be carried forward.

Unused sick leave will not be paid to employees on termination or resignation of their employment.

31. Bereavement Leave

Will be as per the Award.

32. Jury Service Leave

In the event that an employee is required to attend for Jury Service during their normal rostered hours, they will be paid by the Company the difference between the amount paid in respect of their attendance and the base wage rate for the period of leave.

33. Long Service Leave

Long service leave will be in accordance with the conditions of the *NSW Long Service Leave Act, 1955*.

The Act provides for two (2) months paid long service leave after ten (10) years of continuous service.

34. Performance Appraisal

Performance under this Agreement is subject to measurement and appraisal. The parties bound by this Agreement agree that they are subject to performance appraisal, and are bound by any decisions made as a

result of documented performance appraisal. Performance will be measured against industry standards, with specific targets developed in consultation with all parties.

These measures and targets are subject to change over the life of the Agreement to allow for changes in the working environment.

Employees will have access to the Settlement of Disputes procedure should they not agree with any aspect of their performance appraisal.

35. Leave to Attend Trade Union Training Courses

- 35.1 An employee who has been sponsored by the union to attend a course of training conducted by or with the support of the Trade Union Training Authority and who does so attend shall be paid by the employer at ordinary rates for the days upon which the employee is absent from work due to attendance at the said course; provided that no employer shall be called upon to pay more than six days' leave in total per calendar year irrespective of the number of the employees who attend the aforementioned courses.

- 35.2 An employee who has completed a basic trade union training course in accordance with subclause 35.1 of this clause and who is desirous of attending a longer trade union training course and who is sponsored by the union to attend such course conducted by or with the support of the Trade Union Authority and who does so attend shall be paid by the employer at ordinary rates for the days upon which an employee is absent from work due to attendance at the said course; provided that no employer shall be called upon to pay in accordance with this subclause more than ten days' leave in total per calendar year at any yard irrespective of the number of its employees who attend the aforementioned courses.

36. Duress

This Agreement has not been entered into under duress by any employee.

37. Not to Be Used as a Precedent

This Agreement shall not be used a precedent to obtain similar benefits in any other operation of Brambles Australia Limited.

38. Signatures of the Parties to This Agreement

Signed for and on behalf of the Transport Workers Union of NSW:	
Signature:	
Name in full (printed):	
Position:	
Date:	

Signed for and on behalf of Brambles Australia Limited trading as Brambles Industrial Services:	
Signature:	
Name in full (printed):	
Position:	
Date:	

APPENDIX A

OUR MISSION, VALUES & PEOPLE PROMISE

OUR MISSION IS:

To be the world's leading provider of innovative business solutions in support services.

To use outsourcing expertise to add exceptional value in the eyes of our customers.

To create superior shareholder value through our people and their enterprising spirit.

OUR SHARED VALUES ARE ...

All things begin with the customer

We believe in people and teamwork

We have a passion for success

... always acting with integrity and respect for the community and the environment.

BRAMBLES PEOPLE PROMISE ...

From Brambles to You

Explanation of Brambles' and Brambles' Mission, Goals and Values

Explanation of what is expected of you in terms of achievement and behaviour

Regular, honest and constructive feedback about your performance and career opportunities

A development plan to help you to use your talents and improve your skills

From You to Brambles

Commitment to Brambles' Goals and to deliver what is expected of you

Demonstration of behaviour and ways of working consistent with our Values

Regular, honest and constructive feedback about how you are doing, how the business can do better and any support you need

Commitment to develop yourself and use your talents to the fullest

APPENDIX B

EMPLOYEE PERFORMANCE & BEHAVIOUR CODE

This schedule is a summary and should be read in conjunction with the full copy of the Brambles Employee Performance & Behaviour Code.

Aims

This Code aims to provide a system for identifying and maintaining acceptable employee behaviour and rectifying persistent poor work performance in a positive way by:

1. Identifying to the employee behaviour that is unacceptable to Brambles operations.
2. Providing employees, through a counselling and disciplinary process, an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.
3. Ensuring that where unacceptable behaviour or poor work performance persists, despite counselling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

Obligation of Employees

All employees of Brambles operations are expected to:

Carry out their duties and responsibilities to the limit of their competency and skill.

Positively contribute to the achievement of the work objectives of their respective business unit.

Positively participate in approved, relevant training and to provide on the job training to others where appropriate.

Comply with work practices that are designed to promote the objective of a safe and healthy workplace.

Comply with all reasonable and lawful instructions.

Treat peers, other employees of the Company, clients, associates and members of the general community with due respect, courtesy and good manners.

Comply with the terms, conditions and commitments of the Enterprise Agreement.

Unacceptable behaviour or poor work performance may include but not be limited to the following:

Consistent absenteeism without valid reason.

Lack of application to duties and responsibilities.

Derogatory speech or action.

Failure to comply with legal, safe and reasonable instructions.

Illegal, dishonest acts which directly conflict with the interest of Brambles's operations.

Intimidatory acts or assault, whether verbal or physical

Drunkenness, intoxication, illicit drug use or possession of alcohol/drugs.

Conflict of interest with Brambles's services and operations.

Disciplinary Procedures

The following disciplinary procedure shall apply for breaches of the Code. For breaches of the Code all employees shall be subject to a process of:

Verbal warning/counselling.

Written warnings/counselling/training/re-training.

Termination.

Warnings

When issuing warnings (verbal or written) the following matters should be taken into consideration:

1. Employees are to be given the opportunity to have a witness or union delegate in attendance.
2. Employees are to be advised of the nature of the specific issue generating the warning and Company's expectations in respect to that issue.
3. Employees are to be given an opportunity to respond to the matter(s) raised in (2);

4. Employees are to be advised that disciplinary action will continue should the problem(s) identified not be remedied. In this regard employees should be aware that termination of their contract of employment may ultimately occur.
5. Employees are to be made aware that any written warnings issued will be placed on their personnel file;
6. Ordinarily, three warnings will be issued; one verbal warning and two written warnings, however there may be circumstances where a first and final written warning is warranted or summary dismissal. Each case will be determined on its own merits.
7. Employees are to be asked to sign a copy of the warning; any refusal to do so should simply be noted on the warning document.

Summary Dismissal

In circumstances of serious misconduct ie misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period; the employer may summarily terminate an employee's contract of employment.