

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/291

**TITLE: Bartter Enterprises Limited Beresfield Operations (Engineering)
Agreement 2005-2008**

I.R.C. NO: IRC6/2039

DATE APPROVED/COMMENCEMENT: 7 April 2006 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/17.

GAZETTAL REFERENCE: 25 August 2006

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bartter Enterprises Pty Limited and Steggles Foods Products Pty Ltd., who are engaged in engineering and maintenance work in the automotive, electrical, mechanical and utilities areas and activities incidental thereto at the company's Beresfield site, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award and the Electricians, &c. (State) Award.

PARTIES: Bartter Enterprises Pty Limited, Steggles Foods Products Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

BARTTER ENTERPRISES LIMITED BERESFIELD OPERATIONS (ENGINEERING) AGREEMENT 2005 - 2008

TITLE

This agreement shall be known as the Bartter Enterprises Limited Beresfield Operations (Engineering) Agreement 2005 - 2008 ("this agreement").

SCOPE AND PARTIES

This agreement is made by Bartter Enterprises Limited and Steggle Foods Products Pty Ltd ("the companies") and the Australian Manufacturing Workers Union - NSW Branch; and the Electrical Trades Union - NSW Branch ("the unions"). This agreement is made in relation to employees of the companies employed at the companies' Beresfield site ("the site"); engaged in engineering and maintenance work in the automotive, electrical, mechanical and utilities areas; and activities incidental thereto.

DURATION OF AGREEMENT

This agreement will come into effect on and from July 2005 and will remain in force until 30 June 2008. Not less than 2 months before the nominal date of expiry of the agreement; the companies and the union will meet to discuss the renewal of the agreement.

OBJECTIVE

The objective of this agreement is to assist the Beresfield site engineering teams to achieve the following:

- Appropriate best practice in systems, procedures, plant and equipment.
- Reduced operating costs
- Improved career paths and remuneration opportunities through increased skills and accountability
- An even balance between time at work and leisure
- Facilitate the transfer of lower level maintenance skills to operational employees.
- Improved productivity and profitability.

PARENT AWARDS

Where this agreement is silent, the terms of the applicable parent award, namely the Metal and Engineering Industry State Award or the Electricians State Award, shall apply. The minimums outlined in the current parent Award(s) shall remain in force throughout the life of this Agreement.

REPRESENTATION, CONSULTATION AND SHARING OF INFORMATION

The following arrangements will be maintained or introduced to ensure that unions, employees and the companies maintain full and open communications:

The Single Bargaining Unit ("SBU") will continue as the peak union body representing employees and unions.

The SBU will meet as required with senior management to review the performance of the business, Beresfield operations, details of the companies' overall business improvement plan, and any other matters required to enable the SBU to carry out its functions effectively. The meetings will be attended by senior company officers, including the Managing Director, the Operations Director and the Human Resources Director together with site management. The meetings will be chaired by the Chairman of the SBU.

The Company, elected representatives of the employees and the Unions party to this agreement shall endeavour to meet every two (2) months to discuss issues relevant to the performance of the Business and the Engineering Department.

RECOGNITION OF UNIONS AND UNION DELEGATES

The companies recognise the SBU and its constituent unions (for as long as those unions remain in the SBU and subject to the rules of the unions) as the principal representative body for employees at Beresfield and adjacent and ancillary operations ("relevant employees"). During the life of the agreement, the companies will:

- not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements
- not employ any relevant employee under an Australian Workplace Agreement
- encourage relevant employees to become and remain members of the appropriate trade union, including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues
- provide reasonable time off (without loss of pay) for union delegates to carry out their functions and to undertake training, provided that the companies' operations are not unduly affected.

RIGHT OF ENTRY

- (a) The Companies will provide "right of entry" to the Beresfield Site for the purposes of servicing employees and workplace inspection. It is agreed that prior to arriving at site where possible the union will contact the Company to notify of the visit. Union officials shall ensure that Company regulations will be respected.

The Companies will induct all Union Officials as visitors however they must be accompanied by a fully inducted person if they leave the office areas.

Please note that customer and statutory authorities are placing increasing pressure to have a fully controlled and secure site, as this is achieved prior notice will be essential for anyone to gain access.

A delegates' code of conduct is included in the appendix section as Attachment 7.

TRANSMISSION OF BUSINESS

This clause shall cover the transmission of any section of the current Beresfield Site covered by this Agreement to another party whether by agreement or by operation of law.

- (a) Definitions:

In this clause "another party" shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within industry.

- (b) Transmission of business or work:

- i. Where the company makes a definite decision to transmit some or all of the business covered by the scope of this agreement to another party, the Company will notify the employees who may be affected by the proposed changes and the Unions.
- ii. As soon as practicable after the decision has been made to transmit such business, and not less than 4 weeks before the proposed transmission is to take place will advise the affected employees and the relevant unions about the likely effects of its decision on those employees.
- iii. At the same time as the discussions referred to in sub-clause (b) above, the parties shall commence communication regarding the proposed transmission of business including the following:

- (1) the reasons for the proposed transmission of business:

- (2) any available alternatives to such transmission of business;
 - (3) measures to avoid or minimize the effects on the employees of the transmission of business including the availability of alternative employment.
- iv. If the Company has determined to proceed with the transmission of business, then the Company shall seek to:
 - (1) Make it a condition of any contract that it enters into with another party with respect to the transmission of business that if an employee transfers on transfer they are to be offered wages and conditions equal to this Agreement.
 - or
 - (2) Provide an offer of employment within the Company wages and conditions not inferior to those currently received by the employee if such a position exists.
 - or
 - (3) By agreement, provide a transfer to a position within the Company with conditions of employment less than current conditions at which time the difference in entitlements shall be paid out to the employee, if such a position exists.
- (c) Ongoing Employment:

Where the Company obtains alternative employment for the employee or transfers with the business in accordance with Clause (iv) the employee shall not be entitled to redundancy pay.
- (d) Redundancy:

Where the employee cannot be found employment in accordance with Clause (iv) within the Company or with another party the employee shall then be entitled to redundancy.

REDUNDANCY

The Steggles Limited NSW Operations Redundancy Agreement (Attachment 1) applies to employees employed pursuant to this agreement.

CLASSIFICATION STRUCTURE

A system has been introduced to assess and reward tradespersons for the development and application of skills and behaviours in accordance with the business needs.

The companies are committed to reviewing and formalising the classification structure and documentation to ensure its continued relevance to individual and company requirements, through the life of this agreement.

ANNUALISED SALARIES

The objectives and principles of an annualised salary are contained in Attachment 2.

Definitions:

- 12.1 “Electrical” trade applies to those employees who are appropriately qualified/licensed and the main function of their position maintain or perform work on electrical equipment/systems such as electricians
- 12.2 “Utilities” trade applies to those employees who are appropriately qualified/licensed and the main function of their position is to maintain or perform work on the refrigeration equipment/systems such as Refrigeration Mechanics.
- 12.3 “Mechanical” trade applies to those employees who are appropriately qualified/licensed and the main function of their job is to perform work on mechanical equipment/systems such as Fitter Machinists, Boilermakers, Garage Mechanics etc.

The Annualised Salary will be calculated as follows:

$$\begin{aligned}
 & \text{Paid Hours Per Week} - \text{According to an individuals roster including paid bank hours} \\
 & \times \\
 & \text{Base Hourly Rate} - \text{Appropriate Rate contained in Table 1 (Page 5)} \\
 & \times \\
 & 52 - \text{Weeks in the Calender Year} \\
 & + \\
 & \text{Allowance(s)} - \text{Appropriate allowance contained in Table 2 (Pg5) or Call Out allowance} \\
 & = \\
 & \text{Annualised Salary}
 \end{aligned}$$

Table 1

Base Hourly Rate						
	2005		2006		2007	
Trade	Base Rate	L/H Rate	Base Rate	L/H Rate	Base Rate	L/H Rate
Electrical	23.8205	25.4879	24.7733	26.5075	25.7643	27.5678
Utilities	22.0744	23.6196	22.9574	24.5644	23.8757	25.5470
Mechanical	21.6959	23.2146	22.5637	24.1432	23.4663	25.1089
Trades Assistant	18.8195	N/A	19.5722	N/A	20.3551	N/A

Table 2

Annual Skills Allowance			
	2005	2006	2007
Level 1	N/A	N/A	N/A
Level 2	988.00	1027.52	1068.62
Level 3	1404.00	1460.16	1518.57
Level 4	2184.00	2271.36	2362.21
Level 5	5200.00	5408.00	5624.32

Shift Relief

The Shift Relief annualized salary is calculated as generally as follows:

- 7/12 of the annualized continuous shift roster + 5/12 of the annualized day shift roster. However those employees providing shift relief outside of the general principle will have their salary calculated as per the roster needs of the department.

14.0 SPAN OF HOURS

13.1 Day Shift – Monday to Friday

The majority of hours worked in one (1) shift fall between 0600am and 1800pm. All hours worked on day shift are calculated at the ordinary time rate.

All dayshift hours worked prior to 0500am will be reimbursed at the night shift rate.

- 13.2 **Afternoon Shift - Monday to Friday**
The majority of hours worked in one (1) shift fall between 1200pm (midday) and 0000am (midnight). All hours worked on Afternoon shift are calculated at the ordinary time rate plus fifteen (15) percent.
- 13.3 **Night Shift - Monday to Friday**
The majority of hours worked in one (1) shift fall between 2200pm and 0600am. All hours worked on Night shift are calculated at the ordinary time rate plus thirty (30) percent.
- 13.4 **Saturday Work**
All shifts that commence before 1200pm (midday) on a Saturday are calculated as follows:
- The first two (2) ordinary time hours plus fifty percent
 - The remaining ordinary time hours of the shift plus one hundred (100) percent
- All shifts that commence after 1200pm (midday) on a Saturday are calculated as follows:
- All ordinary time hours plus one hundred (100) percent.
- 13.5 **Sunday Work**
All shifts that commence on a Sunday are calculated at ordinary time plus one hundred (100) percent.

14.0 BANKED HOURS

Banked Hours are designed to provide coverage across the maintenance function in the case of any shortage of labour. Whilst any employee has banked hours they are obligated to provide labour outside their normal rostered hours as required more often than not.

All training courses and Union meetings that are scheduled outside of an employee's normal rostered hours will not be deducted from banked hours. Instead training and Union meetings will be paid out at the base hourly rate.

Processing Plant (Including Steggles Foods)

Banked Hours are calculated at ordinary time hours plus ninety six percent (96%) multiplied by the base rate.

Overtime hours worked after the Bank of hours is exhausted will be reimbursed at ordinary time hours plus ninety-six percent (96%) multiplied by the base rate.

Feed Mill and Garage

Banked Hours are calculated at ordinary time hours plus eighty-seven percent (87%) multiplied by the base rate.

Overtime hours worked after the Bank of hours is exhausted will be reimbursed at ordinary time hours plus eighty seven percent (87%) multiplied by the base rate.

16.0 ROSTERS

- 15.1 There will be stand-alone rosters for each maintenance crew on the Beresfield site.
- 15.2 Rosters may be varied by agreement between all relevant parties in accordance with the statement of principles. Review of existing rosters should take place where appropriate to address issues such as coverage, total hours worked, servicing the needs of the plant etc. Where any such variation changes the entitlements of employees, the annualised salary will be recalculated as per Clause 10.
- 15.3 The roster for each area is the "preferred" roster / manning proposal for that area which has been developed by the respective maintenance team (ie. workers, supervisor and manager).

- 15.4 All rosters should be based on a 42 hour week where possible.
- 15.5 Changes to the rosters will have to be made to cover production Saturdays. The companies will endeavour to notify of such days as far in advance as possible. The employees are committed, except in unavoidable circumstances, to satisfy the requirements of the changed rosters.
- 15.6 Manning levels shall be adequate to service the roster otherwise overtime will become excessive.
- 15.7 It is expected that individuals will arrange coverage of shifts to accommodate necessary time off at short notice.
- 15.8 Employees may arrange occasional single shift swaps providing that it does not compromise safety or the needs of the business. Shift swaps will not create an additional expense to the Company. The employees must seek Supervisor approval prior to the swap. Note all shift swaps will be documented via the personal record change (PRC) form.

16.0 PERFORMANCE MEASUREMENT

The site engineering teams will monitor their performance using relevant indicators. These indicators include but are not limited to:

- 16.1 compliance with expenditure budgets - maximum of 100% of budget.
- 16.2 compliance with preventative maintenance schedules - greater than 90% completion of assigned preventative maintenance.
- 16.3 percentage of preventative maintenance to total maintenance - 30%.
- 16.4 percentage of planned maintenance to total maintenance - 80 to 90%.
- 16.5 the achievement of agreed team goals.
- 16.6 implementation and effective utilisation of computerised maintenance management systems. Work orders will be raised for individual jobs with work times and histories entered into the system by tradespersons - by June 1999.
- 16.7 overall equipment effectiveness
- 16.8 participation in area reliability teams and/or continuous improvement initiatives
- 16.9 percentage of rework - less than 3%.
- 16.10 adoption of increased skills in line with company requirements
- 16.11 adherence to food safety, HACCP and GMP standards - 100%.
- 16.12 Toolbox talks and Safety meeting attendance – 100%.

The setting of standards for skills classifications for tradespersons which will include administrative duties as appropriate. Administrative duties include tasks such as preparing purchase requisitions, job plans recording of work histories etc.

There is a commitment by all parties to the continuation and enhancement of individual performance reviews.

18.0 USE OF CONTRACTORS

- 17.1 The companies will manage their operations in the most efficient and cost-effective manner possible. From time to time, this will mean that contractors will be engaged either permanently or on an ad hoc basis. Generally contractors will be utilised in situations where:
 - the skills, equipment or management resources are not available in-house eg; plumbers;

- the work concerned arises infrequently;
 - contractors are able to perform the work at significant cost-advantages;
 - employees are incapable of carrying out the work in question;
 - the work is related to a specific piece of equipment which is covered by a service contract or warranty arrangement; or
 - there are short term significant increases in workload which cannot be reasonably covered by in-house personnel.
- 17.2 Where the companies intend 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. In this context, “significant” means that the work concerned is likely to result in reductions in the companies’ workforce. Where there is disagreement as to the use or proposed use of contractors, the matter shall be resolved pursuant to the disputes procedure.
- Where contractors are engaged to carry out installation or commissioning work, the companies will seek to assign some staff to the project, in order to facilitate skills transfer.
- 17.3 The companies will develop and maintain a Preferred Engineering Contractors Schedule. The Schedule and its amendments will be circulated to the AMWU and ETU and to employees. In order to be placed on the Schedule, Engineering Contractors will be required to provide details of their past safety performance, risk management plans, employment arrangements and the ability to satisfactorily complete specified works.
- 17.4 It was agreed that employees should have the opportunity to learn from specialist contractors used on site. Additionally, and as appropriate, in-house personnel may be able to be used as part of a contractor’s workforce on projects e.g. new wiring installations.
- 17.5 The intent is not to reduce permanent job positions by contracting out or by the use of casual labour.
- 17.6 The use of contractors as shift relief in extraordinary circumstances e.g. multiple sicknesses, is considered appropriate.

18.0 ANNUAL LEAVE

The provisions of the NSW Annual Holidays Act 1944 will apply to the treatment of annual leave other than as provided below:

- 18.1 Annual leave loading is not applicable to shiftwork. A 20% leave loading, for those employees who are on permanent daywork, has been included in the allowances portion of the annualised salary
- 18.2 employees engaged permanently on 7 day continuous shift rosters will be entitled to accrue 5 weeks annual leave for each completed year of service
- 18.3 Annual leave may be taken in blocks as per the roster by mutual agreement.
- 18.4 on reasonable grounds and by agreement with the companies, employees may take a single day of annual leave
- 18.5 On the transition to annualised salaries, accrued annual and long service leave entitlements will be converted to hours accrued on the basis of pre-existing rosters. For example, an employee with 6 days accrued annual leave working an 8 hour day who moves to a 12 hour roster will have the 6 days’ leave transferred across as 4 days’ leave.
- 18.6 Annual leave may be accrued for up to 2 years. In such situations, the following conditions will apply:
- .6.1 The employee must seek the companies’ approval once 1 years annual leave entitlement has been accrued
 - .6.2 employees’ applications will be assessed on merit and against the site’s operating requirements

- .6.3 leave accrued pursuant to this sub-clause may not be automatically granted in periods of peak production
- .6.4 leave accrued pursuant to this sub-clause will be paid for at the rates applicable at the time the leave was accrued. Thus the first four weeks' leave will be paid at the all-purpose rate of pay in place at the time the leave was accrued, and the second four weeks' leave will be paid at the current all-purpose rate.
- 18.7 Annual leave entitlements shall be accrued on a rostered hours worked basis i.e. each rostered hour shall accrue the same amount of annual leave.
- 18.8 A 42 hour week based on a 5 or 6 day roster has a rate of accrual of 0.0769 hours per rostered hour. Annual leave accrued here will be:
 $52 \times 42 \times 0.0769 = 168$ hours of annual leave per year.
- 18.9 A 42 hour week based on a 7 day continuous roster has a rate of accrual of 0.09615 hours per rostered hour. Annual leave accrued here will be:
 $52 \times 42 \times 0.09615 = 210$ hours of annual leave per year.

19.0 RESOLUTION OF DISPUTES AND GRIEVANCES

A disputes resolution procedure has been developed and forms Attachment 3 to this Agreement.

20.0 QUARANTINE STANDARDS

- 20.1 Employees are not permitted to commence or maintain an employment, consulting or other contractual relationship with any other poultry processing business without the written authorisation of the companies.
- 20.2 Employees are not permitted to come or intend to come into direct or indirect contact with any avian or porcine species or generation that may pose a quarantine risk to the company's livestock. In the event that such contact is to occur, the company's written authorisation must be obtained prior to such contact taking place.
- 20.3 The requirements of this clause include employees' family members or other persons domiciled with or in regular contact with employees at the site.

21.0 COMPANY POLICIES AND STANDARDS

All employees will comply with company policies and standards as amended from time to time. In particular, the employees are required to comply with the company's Occupational Health and Safety Policy and its Drug and Alcohol Policy.

22.0 COMPASSIONATE LEAVE

- 22.1 An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to:
husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father in-law, brother/sister in-law, grandparents or grandchildren. Every situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.
- 22.2 An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

23.0 SICK LEAVE

23.1 Salary continuance is part of an employees' sick leave. All employees covered by this Agreement shall have access to the salary continuance scheme providing they meet the requirements of the Company Policy and Procedure relating to Salary Continuance. The provision of salary continuance is intended to provide income, or access to income, during a period of recovery from personal illness or injury from an accident that was not reasonably foreseeable. It is not intended to cover professional sports, or high risk activities, such as parachuting, hang gliding, powered vehicle racing etc., or unlawful activities such as drink driving and generally to the terms of the insurance policy. It provides for up to 3 months salary continuance at a maximum 100% of the Company's annualised salary rate, and up to 2 years salary continuance at a maximum of 75% of the Company's annualised salary rate, upon acceptance by the Company's insurance provider, for temporary disability or illness of durations greater than 2 weeks. After three months salary continuance all accruals will cease until the employee returns to work.

The Company and the Union agree to review salary continuance throughout the life of this agreement in the event of misuse or abuse of the benefit.

23.2 Where an employee has:

19.2.1 been absent from duty in a manner which is systematic or exhibits a pattern;

19.2.2 has exceeded their annual sick leave entitlement without due cause or authorization

19.2.3 has failed to produce satisfactory evidence as per sub clause 19.7 and 19.8.

The employee will be subject to disciplinary action as per the Company's Disciplinary policy and procedure.

23.3 Accrued sick leave will be converted to hours.

23.4 Method of Accrual for sick leave will be as per the '1998 Basis of Settlement' - a specific number of days per annum.

23.5 For those individuals that currently have any more than the nominal 3 months in accrued sick leave (under the present system) the provision will be for 3 months plus any accrued leave e.g. any person with 3 months of accrued sick leave will have a maximum of six (6) months on full pay before reverting to $\frac{3}{4}$ pay.

23.6 Award provisions will apply up to 84 sick hours per year.

23.7 In addition to the provisions of the award a Doctor's certificate shall be provided for all sick leave greater than 1 shift duration and for all sick leave after the first 3 single shift absences in a calendar year – The Annualised Salary year commences on the Sunday each year closest to April 16.

23.8 If an employee presents with a backdated medical certificate, payment will only be made if the Medical Practitioner indicates in writing that the employee attempted to gain an appointment on the first date shown as an absence.

23.9 Employees whose sick leave requirements are at a level to affect the efficient operation of the site will have their employment reviewed.

23.10 When sick and unable to attend work, all employees are to give notification as soon as possible before starting time of shift to respective department crew.

23.11 Shift relief for sick crew members will be organised by the department crew in the first instance. The crew in attendance must remain on the job up to a maximum of 16 working hours if they are unable to contact other crew members for coverage. If it is not possible to contact relief for the uncovered hours, the incoming crew will be required to start early. If it is not possible to contact members of the incoming crew, the crew currently in attendance will be required to cover the remainder of the shift after an 8 hour break.

24.0 CARERS LEAVE

Family Carers leave is covered within the annual sick leave provision i.e. combined carers and sick leave is up to 84 hours per year. Family Carers leave must be supported by a Doctors Certificate as per sub clause 19.6.

25.0 STUDY LEAVE

The existing arrangements for employees attending courses, approved by the companies, shall be reviewed. A Trades Training Policy will be developed.

26.0 PUBLIC HOLIDAYS

- 26.1 For the purpose of this clause an employee will be considered to have worked a Public Holiday if their shift commences on the Public Holiday.
- 26.2 Transfer of a Public Holiday to the day before or the day after can be affected depending on work requirements eg. If a Public Holiday falls on a Monday and an employee was rostered to work on the Sunday, however, is not required on the Sunday then the Sunday can be taken as the Public Holiday.
- 26.3 If a person is rostered to work on a Public Holiday that person is required to work unless instructed otherwise. If the Public Holiday is worked the person shall receive payment which will be at single time (annualised salary rate) for the hours worked or accrue one shift in lieu which must be taken between Monday and Friday. The day in lieu must be taken within 1 calendar year of being accrued at a time when adequate coverage is available. Time lieu accrued beyond one calendar year will be paid out as above. *Note: Single time is already included in the annualised salary.*
- 26.4 If a person is rostered to work on a Public Holiday and is not required then that day is taken as a Public Holiday.
- 26.5 If a person is not rostered to work on a Public Holiday and is not required to work then that person shall receive payment for the day which will be at single time (annualised salary rate) for the number of hours normally worked by the person per shift.
- 26.6 If a person is not rostered to work on a Public Holiday and is required to work, the person will have one day added to their annual leave plus payment at 125% time (annualised salary rate) for the hours worked.

27.0 PICNIC DAY

- 27.1 Picnic days will continue as per the award and will be taken as per existing arrangements i.e. staggered and to suit both individual and company.
- 27.2 A picnic day shall be treated as a Public Holiday, ie; an extra day shall be added to the person's annual leave entitlement or payment at single time (annualised salary rate) for the number of hours normally worked on that day. It will not be able to be taken as a single day except as covered by the provisions of annual leave.

28.0 SALARY SACRIFICE

The provisions of the Stegges Limited Salary Sacrifice Agreement 1999 apply to the employees employed under this agreement. In addition to salary sacrifice superannuation contributions as provided for by that agreement, employees are free to enter into salary sacrifice arrangements for other expenditures, subject to the following conditions:

- 28.1 all costs of the employee's employment remain tax deductible to the companies
- 28.2 the calculation of the employee's salary sacrifice arrangement will include all Fringe Benefit Tax liabilities, deductible and non-deductible; and
- 28.3 the employee's arrangements do not place excessive administration load on the site pay office staff.

29.0 NOVATED MOTOR VEHICLE LEASES

Employees employed under this agreement are free to arrange Novated Motor Vehicle Leases through the company’s vehicle leasing provider in accordance with Bartter Enterprises Motor Vehicle Policy. Under these arrangements, employees’ pre-tax earnings will be reduced by an amount equivalent to the cost of the lease, including FBT, as advised by the lease provider.

30.0 SIGNATORIES

Signed and on behalf of: BARTTER ENTERPRISES

Name..... Witness Name.....

Signature..... Witness Signature.....

Date..... Date.....

Signed and on behalf of: Stegles Foods Pty Ltd

Name..... Witness Name.....

Signature..... Witness Signature.....

Date..... Date.....

Signed and on behalf of: Electrical Trades Union (ETU)

Name..... Witness Name.....

Signature..... Witness Signature.....

Date..... Date.....

Signed and on behalf of: Australian Manufacturing Workers Union (AMWU)

Name..... Witness Name.....

Signature..... Witness Signature.....

Date..... Date.....

STEGGLES LIMITED

NSW OPERATIONS REDUNDANCY AGREEMENT

1. SCOPE OF AGREEMENT

This agreement is made between the company and the unions; and applies to all employees of the company in New South Wales. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

2. 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.

“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 is less than an average of 36.5 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 4 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 Steggles Limited.

“The unions” means those unions participating in the company’s Beresfield site single bargaining unit, and includes the AMIEU; AWU; AMWU; ASU; ETU; NUW; SAWEFA; and TWU.

“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. Where employees are engaged on annualised salary agreements, a week’s pay is determined by dividing the annual salary by 52.

“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.

3. CONSULTATION

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

4. 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.

5. SELECTION FOR REDUNDANCY

- (a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company’s operational requirements are met by the termination of employment of such volunteers.
- (b) In the event that there are insufficient volunteers, or the company’s operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:
 - where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - long term operational requirements as to employee skills, experience and potential; and
 - considerations of seniority, equity and fairness.
- (c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:
 - where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - the company’s medium and long term skill requirements; and
 - other things being equal, those employees with the longest service shall have first preference for redundancy.
- (d) Where the relevant union disagrees with the company’s determination pursuant to this clause, it is entitled to have the company’s determination reviewed pursuant to Clause 10, Resolution of Disputes.

6. 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.

7. 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;
- (b) a further 4 weeks' pay for each year of service, calculated to completed quarters; provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.
- (c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and
- (d) 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.

8. ASSISTANCE TO SECURE ALTERNATIVE EMPLOYMENT

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement services provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

9. 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 7(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 7(c) of this agreement.

10. 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 NSW Human Resources Manager 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.

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

STATEMENT OF PRINCIPLES – ANNUAL SALARIES

1. Traditional award systems reward employees for the time they are at work – either on a fixed rate for 38 hours per week; or on an hourly basis for part time and casual employees. Normally loadings of 50% and/or 100% of the hourly rate will apply once standard weekly or daily hours have been exceeded.

This type of system is rewarding employees only on the basis of the time that employees spend at work; and fails to take into account more important performance criteria such as quality, service, cycle time, waste reduction and process improvement. As businesses seek to implement world class production systems, the conflict between the traditional payment system and the business objectives becomes an increasingly important issue for resolution.

2. One solution to this issue is to eliminate the concept of fixed weekly hours and pay employees a fixed annual salary that applies regardless of the number of hours actually worked; and on the basis of the skills that employees bring to the business. The overall objective of such a system is to reward employees for their skills and contributions in delivering enhanced customer service and more efficient performance.
3. The regulation of day-to-day work is managed by agreement between employees; the union and management. Performance measures will be determined and monitored. This will include ongoing review of the demands on the site; the number of employees; safety performance and overall site efficiency.
4. The company and the union will meet at least monthly to review the operation of the agreement; and to review manning levels. Where a matter cannot be resolved by consensus, it will be referred to the NSWIC for resolution.
5. In the development and management of annualised salary agreements, and particularly with regard to manning levels; use of casuals and contractors; hours and days worked and salary levels; the company and the relevant union will be guided by:
 - staffing levels in existence in the function for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
 - hours and days worked in the function for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
 - actual gross earnings for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
 - Hours and days worked and staffing levels will be monitored; however it is understood and accepted that these will vary with the demands on the business. It is not the intention of the parties that there be minimum or maximum hours or days of work or staffing levels; but that the company's operational requirements are met effectively.
6. At all times in the development and management of annualised salary systems, considerations of occupational health and safety will remain paramount, consistent with the company's statement of policy on OH&S.
7. General History Regarding Annualised Salary
 - (a) Costing of individual rosters as per the existing agreement (each dayshift hour reimbursed at the ordinary time hourly {O/T} rate, each nightshift hour reimbursed at O/T + 30% rate).
 - (b) A 5% increment incentive covering the initial move to annualised salary.

- (c) A "buy out" of RDO's - 12 x 8 hour days per year. The first 2 hours of each day will be paid at 1.5 x O/T, the remaining 6 hours will be paid at 2 x O/T.
- (d) Allowance for Overtime – in the form of a bank of hours which has been included in the Annualised Salaries
- (e) Sick day coverage – nominally 3 full shifts per year. It is expected that the management of short term coverage (up to 4 hours per occurrence) of sickness will be by agreement between employees, the union and management. This means that sickness coverage by an employee of up to 4 hours on a normal work day will be by mutual agreement. It is expected that the employees within a given crew will cover for one another for illnesses that cannot be notified in time to allow for coverage of the full shift by an employee who is rostered off.
- (f) Saturdays and or Sundays where they do not form part of the roster –e.g. project work, major maintenance etc.
- (g) Production Saturdays will demand the transfer of rostered maintenance work from the Saturday to the Sunday. Payment of incremental premium rates will apply viz. a worker originally rostered to work on a Saturday who is then required to work on the Sunday will have the Saturday off and work on the Sunday with the incremental difference between a Sunday and Saturday shift being included.
- (h) Dayworkers, including leading hands, will act as shift relief and as such no allowance is included for overtime by shift workers in covering annual leave, long service leave, picnic days etc.
- (i) It is not anticipated that there will be an ongoing requirement for weekday overtime given the additional rostered hours. Therefore there is no allowance for extensions to normal work shifts.
- (j) Meal monies, car and other allowances associated with working overtime bank hours are covered by the annualised salaries.
- (k) The allowance for overtime will vary from crew to crew, and in some cases for individuals eg. leading hands, as it represents a “bank” of hours based on anticipated overtime.
- (l) Bank hours for individual crews may be adjusted up or down by the “Annualised Salary Team” based on history over the last 12 months and anticipated requirements over the coming 12 months. *Note: Bank of hours is for 12 months. The bank reverts to its starting point at the end of each 12 month period.*
- (m) Bank hours proposed for individual crews including leading hands are:
 - a. 7 days (84 hours) for Primary Processing Mechanical.
 - b. 7 days (84 hours) for Primary Processing Electrical Crew.
 - c. 7 days (84 hours) for Primary Processing Refrigeration Crew .
 - d. 7 days (84 hours) for Steggles Foods Mechanical and Electrical crews.
 - e. 5 days (72 hours) for Garage Crew.
 - f. 19 days (80 hours) for Feedmill Fitters.
 - g. 39 days (66 hours) for Feedmill & Boilermaker
 - h. 5 days (40 hours) for Feedmill Electrician
 - i. 100 hours for Feedmill Trades Assistant/Shift Relief
- (n) Consumption of bank hours shall be on a single time basis. An hour worked, as appropriate, will equate to an hour off the bank. *Note: The calculation of \$'s in the annualised salary associated with bank hours includes appropriate overtime rates e.g. one 12 hour Sunday for project work would be paid for at double time i.e. 24 hours. That day, however, only contributes 12 hours to the bank.*
- (o) Any “additional” overtime worked, above the bank will be paid for at 125 % of the annualised hourly rate. This percentage will be subject to review for the life of the agreement. *No other allowances shall apply.*

- (p) It is expected that each crew will manage the hours worked over and above those rostered so that the bank for all members of the crew is consumed before the need for additional hours for any individual arises.
- (q) All additional overtime worked will be subject to payment. Time in lieu shall be only by prior agreement by all parties.
- (r) Monitoring of overtime will be required to ensure that excessive overtime is not worked by individuals in covering work requirements, sick leave for other members of the team etc. As per Attachment 2, "Statement of Principles – Annualised Salaries", all aspects of annualised salaries will be subject to ongoing review.
- (s) Details of remaining bank hours, accrued annual leave and sick leave (year to date) will be published for each crew on a monthly basis.
- (t) Obligation to work bank hours forms part of the site agreement/conditions of employment. This means that each individual will work more often than not when requested to work. As such, numerous refusals to work the hours (including callouts) will be treated as all other breaches of employment conditions and will be subject to the Personnel Disciplinary Procedure.
- (u) The minimum break between the completion of overtime callout and the commencement of the next work shift shall be 8 hours.
- (v) Public Holidays are not included in the bank of hours.
- (w) Annualised salary payments will be over and above future % increases paid through the site enterprise agreements.
- (x) Accrued leisure days will be paid out at the rate detailed in Clause 10.3 above, prior to the commencement of annualised salary.
- (y) Summaries of the annualised salaries are attached to the respective rosters for each maintenance / engineering crew at Beresfield – refer to list of Attachments within clause 11 of this document.

ATTACHMENT 3

DISPUTE AND GRIEVANCE PROCEDURE

BARTTER ENTERPRISES

BERESFIELD OPERATIONS

- 1) In the event that any grievance or dispute arises every effort will be made to resolve the issue at the local level. The parties are committed to speedy resolution of the issue in accordance with this procedure:
 - (a) the grievance or dispute should be raised by the employee or employees with their immediate manager, who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;
 - (b) if the grievance or dispute is unresolved, the union delegate or union official will raise the issue with the Operations Manager (or his nominee) who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;
 - (c) if the grievance or dispute remains unresolved, the union may elect to refer the matter to the Steggles Limited Single Bargaining Unit (SBU). The SBU shall convene a meeting of officials, appropriate delegates and senior management as soon as possible. The SBU meeting will attempt to resolve the issue and/or determine an appropriate procedure for resolution of the dispute;
 - (d) if the grievance or dispute remains unresolved it is to be notified to the Industrial Relations Commission of NSW for conciliation, and arbitration if necessary. The Commission's decision will be final.

- 2) If the dispute concerns the dismissal of an employee for disciplinary reasons, at the union's request the company will revoke the dismissal and suspend the employee without loss of normal pay while the matter is discussed under this clause. The employee will remain suspended for the duration of the process outlined above (Clause 1).

If the matter is not resolved, the employee's suspension will cease at the conclusion of conciliation referred to in paragraph (1)(d) above and the dismissal will proceed, without prejudice to the rights of the employee, the union or the company.

- 3) There is to be full continuity of operations without any restrictions on normal work while the dispute resolution procedures are carried out, provided that there is no risk to employees' health and safety.

In this context "normal" means that the work will be carried out in the same manner as applied immediately prior to the occurrence of the dispute or grievance.

SBU WAGE INCREASES

BARTTER ENTERPRISES

BERESFIELD OPERATIONS

The following wage increases have been negotiated and agreed to by the Site Single Bargaining Unit (SBU) of which the AMWU and ETU are party to.

This schedule details the wage increases negotiated for the period indicated in the schedule and are applied to the whole site.

The wage increases indicated in the following schedule are applied to the wage base rate used for calculation of annualised salaries.

- (a) 4% increase in effect from the first full pay period to commence on or after 1st July 2005.
- (b) 4% increase in effect from the first full pay period to commence on or after 1st July 2006.
- (c) 4% increase in effect from the first full pay period to commence on or after 1st July 2007.

GARAGE “ON CALL” ROSTER

BARTTER ENTERPRISES

BERESFIELD OPERATIONS

A Garage roster change was required as a result of changes to the Garage’s customer requirements and the necessity to reduce costs. The roster eliminates continuous 24 hour Garage coverage but provides “on call” coverage when the garage is not manned. This change and the details associated are made without prejudice.

“Call out” roster and “Call out” bank hours are designed to cover breakdowns and any issues that require prompt attention during the “on call” period of the roster. Any works that can be delayed until the start of the next shift, without adversely affecting the business, safety etc, will be scheduled into the programme for the next shift.

Call Out Response

“On call” shift requirements will be shown on the roster. It is acceptable to arrange mutual swaps of on call shifts with other crew members provided that it is clear who is the nominated person on call. All swapped shifts must be coordinated in the first instance through the supervisor.

It is the Garage technician’s responsibility to ensure that he is easily contactable when he is “on call”.

If a Garage technician is “on call” but has consumed all of his “on call” bank hours, they must still attend the call out and will be paid overtime for the call out at the agreed Annualised Salary “overtime” rate. It is not acceptable to refuse a call out when rostered even if the call out bank is consumed.

Call Out Liaison

Livehaul and Feedmill management will be informed of the protocols for call outs and informed that for the initial period all requests for call outs will be to the Garage supervisor who will then coordinate the appropriate response, phoning of the “on call” mechanic etc.

After the initial period when the system is running smoothly, Livehaul, Feedmill etc, will be given the contact details for the nominated technician “on call”.

Friday Night Call Out

On the Friday night “call out” rotation it is planned that the Garage technician will take home the Garage breakdown vehicle and Garage breakdown mobile phone to assist in the timely response of call outs.

The company vehicle and mobile phone are only to be used for bona fide company business during this time.

Use of any company vehicle at any time is subject to the current guidelines governing the use of company vehicles.

When the Garage breakdown vehicle is taken home, the technician’s personal vehicle will be able to be parked in a secure location. At this stage, the secure location will be in the Garage workshop. At all other times, personal vehicles must be parked in the designated carpark.

Garage technicians must ensure that they are sober and in a fit state to attend call out’s when rostered.

Call Out Timing

The call out is assumed to start at the time the call is logged – not when the Garage technician arrives at site, etc. It is essential that Garage technicians provide timely response to all call outs.

The call out is assumed to finish when the technician clocks off and leaves site at the completion of the job. If the technician has attended a breakdown directly from home it is assumed that the call out is completed when the job is complete and the technician leaves the breakdown site.

Garage technicians may go directly from home to the breakdown location in their own vehicle to attend to the call without going to the Garage first, if this is appropriate and timely. This shall not be cause for any additional payment and the technician must comply with all relevant Garage protocols and safety requirements.

When the duration of the call out is less than 4 hrs, normal shift start times shall apply. If there are multiple call outs, shift start times shall be arranged with the Garage Supervisor. In general, Garage technicians shall be entitled to an 8 hr break between the completion time of the second call out or shall be entitled to a reduction in the normal bank hours for the hours worked.

Call Out Payment

A single "call out" will result in a reduction of the "call out bank" by 4 hours. If a technician responds to a call out and receives another breakdown call while still responding to the first issue (within the 4 hour period) this will still be classed as a single call out.

If the time for a breakdown call out is greater than 4 hours, the first 4 hours will be reduced from the call out bank with any subsequent hours being reduced from the overtime bank.

However, if the technician completes the first breakdown call and goes home and then receives another breakdown call, this will be classed as a second call out and a subsequent 4 hours will be reduced from the "call out bank".

- Short Call Outs will be reimbursed at forty dollars (\$40.00)
- Long Call Outs will be reimbursed at seventy dollars (\$70.00)

Call Out Bank

The concept of bank hours is to cover any and all types of overtime coverage. Separation of the total bank into 2 sections for the Garage is in acknowledgement of the call out roster change and is done without prejudice.

The total annualised bank hours will comprise 2 separate components – 1 section for call outs (24 hours) and 1 section to cover all other overtime requirements (72 hours).

The number of bank hours will be reviewed and adjusted annually to account for work load requirements.

BARTTER ENTERPRISES
STEGGLES FOODS PRODUCTS PTY LTD
DISCIPLINARY POLICY AND PROCEDURES

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 behavior required from them in the course of their employment.
- can have unsatisfactory performance or behavior 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.

PART TWO: DISCIPLINARY PROCEDURES

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.

1. 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 behavior 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.
- c) A series of counselling sessions may result in a First Written Warning being issued.

2. 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 behavioral standards as required; or as a first step in the disciplinary procedure where the lapse in performance or behavioral 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 behavioral 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 behavioral 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" in Part Three of this Policy. 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" in Part Three of this Policy. 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.

3. 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 of behavioral standards as require; or as a first step in the disciplinary procedure where the lapse in performance or behavioral 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 behavioral 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 behavioral 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" in Part Three of this Policy. 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" in Part Three of this Policy. 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. 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 behavioral standards as required; or as the first and final step in the disciplinary procedure where the lapse in performance or behavioral 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 behavioral 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" in Part Three of this Policy. 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.

SUPSPENSION WITHOUT PAY

Suspension without pay can be applied for periods up to twenty (20) shifts as a punitive action in the event of a serious or wilful misconduct if the parties agree that this is a more suitable remedy to termination of employment.

1) PART THREE: PRO FORMA DOCUMENTS

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

- (a) Disciplinary Policy and Procedures Record Form
- (b) Letter of Termination

PRO FORMA DOCUMENT (b)

(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

ATTACHMENT 7

Union Delegates Code of Conduct

The parties to this Agreement recognise and respect each other positions and agree to maintain a positive working relationship.

The parties to this Agreement recognise all employees' individual right of choice to join a Union and to be represented in the workplace.

The following is the agreed code of conduct:

1. All employees including Union delegates and representatives have the right to be treated fairly and to perform their role without any discrimination in their employment;
2. The right to formal recognition by the employer that endorsed union delegates speak on behalf of Union members in the workplace;
3. The right to bargain collectively on behalf of those they represent;
4. The right to consultation, and access to reasonable information about the workplace and the business;
5. The right to paid time and/or leave to participate in reasonable Union sanctioned activities including:
 - Meetings with and to represent Union members;
 - Meetings with new employees to regarding the benefits of Union membership;
 - Union training;
 - Representation at industrial tribunals;

- Other agreed Union activities.
6. Union delegates will be entitled to use Company facilities including telephone, fax, stationery, copiers and notice boards for legitimate Union purposes.
 7. The Union delegate is required to advise their Frontline Supervisor of their whereabouts when conducting Union related business.
 8. The Union delegate is responsible for following Company policy and procedure and not disrupting operations in the execution of their role.
 9. Trade union's are responsible for ensuring that their delegates are properly trained in but not limited to; grievance and dispute procedures,
 10. Union delegates are responsible for treating others within the Company fairly, free from hostility.
 11. Union delegates are responsible for maintaining confidentiality when dealing with issues and only to communicate to appropriately authorised person(s). This will ensure that there is not a compromise to the integrity of the issue being dealt with.