

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/315

**TITLE:** Bartter Enterprises Transport Employees Certified Agreement 2001-2003

**I.R.C. NO:** 2001/6198

**DATE APPROVED/COMMENCEMENT:** 28 September 2001

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 16 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged pursuant to the Transport Industry - Mixed Enterprises (State) Award, working in the transport and distribution areas of the company's sites at Hanwood and Wagga Wagga

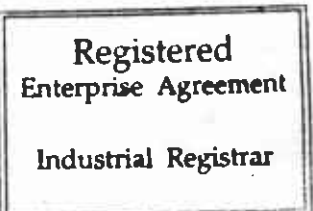
**PARTIES:** Bartters Enterprises Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

**BARTTER ENTERPRISES**

**TRANSPORT EMPLOYEES**

**CERTIFIED AGREEMENT**

**2001 – 2003**



## 1. Title

This Agreement shall be referred to as the "Bartter Enterprises Transport Employees Certified Agreement 2001-2003".

## 2. Preamble

The Agreement is the result of co-operative discussions between Company Management, Transport Employees of Bartter Enterprises and the Transport Worker's Union of Australia. The object of this Agreement is to improve the productivity performance of the transport functions throughout all areas of the Company.

## 3. Coverage and Parties Bound

This Agreement shall be binding upon the following parties

(a) Bartter Enterprises ABN 000 451 374 ("the company") whose places of business under this agreement are;

- i. Mc Williams Road HANWOOD NSW 2680
- ii. 129 Hammond Avenue WAGGA WAGGA NSW 2650

(b) The Transport Workers' Union of Australia (NSW Branch)

(c) Employees of Company listed at 3(a) working in transport and distribution areas.

## 4. Relationship to Parent Award

This Agreement shall be read in conjunction with the terms and conditions of the;

- Transport Industry - Mixed Enterprises (State) Award

Where inconsistencies occur between this agreement and the above mentioned award, the terms of this Agreement are to prevail. Where this Agreement is silent the conditions of the above mentioned award shall apply.

## 5. Anti Discrimination/Sexual Harassment

It is the intention of the parties to this agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, carers responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause (clause 17), the respondents must make every endeavour to ensure that neither the provisions of this agreement nor their operation are directly or indirectly discriminatory in their effects.

### Sexual Harassment

The parties to this agreement recognise the failing to prevent sexual harassment occurring in the workplace is a discriminatory work practice.

Sexual harassment is defined as unwelcome activity of a sexual nature. Such activity includes sexual propositions, touching, sexual innuendo, sexually explicit conversations, rude jokes, nude pin-ups and posters.

The Company will ensure that all employees are provided with an environment that is free from sexual harassment and shall establish and publicise amongst all employees policy and procedures, including grievance procedures, for handling complaints of sexual harassment. Such policy and practice shall be developed by the Company in consultation with the employees.

## 6. Commencement and Duration of Agreement

The term of this Agreement will be 2 years. It shall come into force on the date of signing and shall remain in force for a period of 24 months.

## 7. Duties Flexibility

Employees shall comply with all reasonable requests to perform any duties which are incidental to the function of the department in which they are employed, provided such duties are within the limits of the employees' skills, competence and training and they do not suffer a reduction in pay.

## 8. Hours of Employment

- (a) The ordinary hours of work shall not exceed 8 hours per day (exclusive of meal breaks) on any 5 consecutive days Monday to Saturday between the hours of 6.00am and 6.00pm.
- (b) Where Saturday is worked as part of ordinary hours, such hours shall incur a 50 % loading.

Except in the following cases:

- (a) where mutually agreed between an individual employee or a group of employees and where it suits business requirements, ordinary hours of up to 10 in any one day may be worked, Monday to Saturday between the hours of 6.00am and 6.00pm. The total number of ordinary hours for any week shall not exceed 38. For the purpose of overtime, each day shall stand alone. Each occasion shall stand alone and be agreed as such.
- (b) where mutually agreed between an individual employee or a group of employees and where it suits business requirements, Saturday may be worked as ordinary hours and those hours will attract no loading.

## 9. Casual Employees

A casual employee shall mean an employee employed by the hour for a minimum of 4 hours on any day.

Any employee hired on a contract or labour hire basis will be paid the appropriate rates as per this agreement.

## 10. Pre-programmed Weekend Overtime

Where an employee is required to attend the site on Saturday or Sunday for the purpose of pre-programmed routine work, and that requirement is notified to the employee prior to the end of their last rostered shift or day's work, the minimum payment for attending the site shall be as for two hours' work.

## 11. Payment of Wages

Employees wages will be paid by means of Electronic Funds Transfer (Direct Banking Deposit) to the employee's nominated bank account.

Each employee shall be supplied with a statement in writing showing, or from which may be

calculated, the amount of weekly pay and the amount of deduction for any purpose in respect of the amount paid.

## 12. Deduction of Union Dues

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

## 13. Shift Work - Definitions

- a) "Early Morning Shift" shall mean a shift which commences on or after 4.00am and before 6.00am.
- b) "Afternoon Shift" shall mean a shift which finishes after 6.00pm and before midnight.
- c) "Night Shift" shall mean a shift which commences after 4.00pm and before 4.00am.

## 14. Shift Work - Allowances

For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classification:

- a) Early Morning Shift - 12.5%
- b) Afternoon Shift - 17.5%
- c) Night Shift - 30%

## 15. Sick Leave

The method of leave accumulation shall remain as per sick leave provisions contained in the award listed in clause 4 of this Agreement, however sick leave shall be paid out on the following basis.

At the commencement of this Agreement or as subsequently appointed, all permanent employees shall select one of the following options. Such selection shall continue throughout the term of employment.

### Option 1.

Apply current award conditions up to the time an employee leaves the Company.

On ceasing employment all untaken sick leave which has accumulated as from the last anniversary of employment prior to commencement of this agreement shall be paid out.

Sick leave that has accumulated from the last anniversary of employment and remains untaken at the date when employment ceases will be paid out on a pro rata basis,

### Option 2.

All untaken sick leave which has accumulated up to the last anniversary of employment prior to commencement of this agreement shall be kept in reserve.

At each subsequent anniversary all untaken sick leave which has accumulated (with the exception of leave in reserve) shall be paid out.

Sick leave that has accumulated from the last anniversary of employment and remains untaken at the date when employment ceases will be paid out on a pro rata basis.

Sick leave which has been kept in reserve can only be used if an employee's medical condition/s has resulted in the taking of leave in excess of the yearly accumulation.

## 16. Training

Bartter Enterprises are committed to providing training to employees to attain necessary skills and licenses required to carry out their required duties.

## **17. Trade Union Training**

The company will release union delegates on unpaid leave to attend accredited trade union training courses, provided that the employees provide 4 weeks' notice of their intention to attend such training.

## **18. Disciplinary Procedure & Policy**

See attached Annexure.

## **19. Occupational Health and Safety**

Occupational Health and Safety is everybody's responsibility. All employees must abide by the Company OH& S Policy.

Training will be provided to all employees to heighten awareness of safety in general.

Employees will ensure that all company supplied clothing is worn at all times and protective clothing, footwear and hearing protection is worn as required.

The company will provide a structured safety induction program for all new employees.

Employees must report all injuries or hazards to their supervisor immediately.

The company is committed to providing a safe system of work and safe plant and equipment. To

To this end, employees are encouraged to consult with their OH & S Committee representative to aid in this objective.

## **20. Disputes Prevention and Settlement Procedure**

Any dispute or claim (whether any dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment of any employee and/or as to any other industrial matter pertaining to the relations of the company with employees shall be settled as below:

At each stage the employee will be given the opportunity to have a support person present, this may be union or non union.

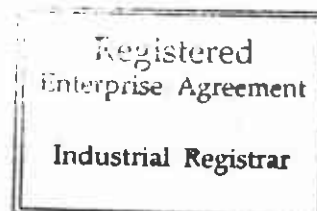
The matter shall first be discussed by the aggrieved employee with their immediate supervisor. The supervisor will endeavour to resolve the issue within 3 working days.

If the matter is not settled in this time, the matter shall be discussed between the employee and the Site Distribution Manager or other appropriate officer of the Company.

If the matter is still not resolved within a further 3 days, it shall be notified to the Site Manager and Employee Union Representative.

If the matter remains in dispute, it will be referred to the NSW Industrial Relations Commission.

Until the matter is determined, work shall continue in accordance with existing practice subject only for bona fide safety issues where the work shall be deferred until the matter is determined. No party shall be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this sub-clause.



## 21. Superannuation

The Company shall make superannuation contributions in line with legislative amounts into the company nominated complying fund.

## 22. Wage Adjustment

This agreement is to provide Certified wage adjustment increases to the employees' current rates of pay.

The negotiated wage increase shall be paid by instalments as follows:

A back pay, lump sum payment of \$1300 or pro-rata will be made on the first full pay after the date of signing of the agreement. Superannuation contributions will be adjusted accordingly.

An adjustment to the base rate will be made, as reflected in the table below.

Level	Current	From Date of Signing	12 Months From Date of Signing
1	483.90	512.94	528.33
2	500.09	530.09	545.99
3	511.28	541.96	558.22
4	521.05	552.31	568.88
5	546.16	578.93	596.29
6	552.48	585.63	603.19
7	571.66	605.96	624.14
8	610.71	647.62	667.05

## 23. Productivity Improvement Committee

The parties agree that a productivity improvement committee shall be established with equal numbers of management and employee representatives. The committee will develop agreed KPI's to achieve productivity improvements and savings. Where KPI improvements have been met and savings established the committee will develop a method of payment

## 24. Renegotiation of Agreement

The parties agree to commence negotiations for a new collective agreement to succeed this Agreement at least 3 months prior to the nominal expiry date in clause 6.

These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties, until such time as negotiations are finalised, or until either party formally withdraws from the agreement.

### Signatories

Agreement between employees and the company

Signed [Signature] (Employees) Date 10/08/01

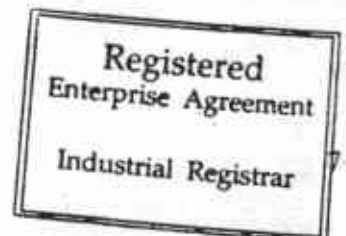
Name & Title John Frankel Union (EAGS)

Signed Peter Barter (Company) Date 14.08.01

Name & Title Peter Barter - CHAIRMAN

Signed [Signature] (Union) Date 10/8/01

Name & Title Andrew Whale - CABOVERA SIG BEACH SECRETARY





ANNEXURE 1:

**BARTTER ENTERPRISES**

**DISCIPLINARY POLICY AND PROCEDURES (DPP)**

**1. SCOPE**

The policy and the procedures contained in it apply to all employees of Barter and its associated companies ("the Group"). Where an industrial award or agreement or contract of employment provides more favourable conditions or procedures than apply under this policy, then the award or agreement will apply. Where an industrial award or agreement or contract of employment provides for lesser conditions or procedures than those applying under this policy, then this policy shall apply.

This policy and the procedures contained in it should be exercised in conjunction with the training and background notes provided by the Group.

**1. OBJECTIVE**

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

- are aware of the standards of performance and behaviour required from them in the course of their employment.
- can have unsatisfactory performance or behaviour identified in a constructive fashion;
- can be subject to disciplinary procedures up to and including termination of employment; and
- to ensure that all activities and procedures associated with these issues are objective and procedurally fair.

**2. STATEMENT OF POLICY**

The Group 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 Group 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 behaviour are required; to show where the employee is not meeting the required standard; and to ascertain whether there are any requirements for additional training or other resources in order that the employee can meet the required standards.

- b) A formal record of a counselling process need not be made, however it may be appropriate for a file note to be placed on the employee's file.
- 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 behavioural standards as required; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of serious nature.
- c) Before a First Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced, and that the process may eventually result in the employee's dismissal; and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- d) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is.

- e) The employee is to be asked if he/she has any comment in regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

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

- f) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in correcting 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 as per pro forma document (a) entitled "Record of First Written Warning" in Part Three of this Policy. The employee should be asked to sign the Record of First Written Warning. If the employee refuses to do so, this should be noted on the Record. A copy of the Record of First Written Warning 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 is to be recorded as per pro forma document (b) entitled "Record of Review – First Written Warning" in Part Three of this Policy.

### 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 behavioural standards as require; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of an extremely serious nature.
- c) In order that a decision to issue a final warning to an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of all or some of the investigative process.
- d) Before a Final Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced and that the process could result in dismissal, and is to be provided

with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.

- e) The manager or supervisor should have his/her supervisor/manager or the senior manager's nominee present at the final warning meeting.
- f) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is. Where appropriate, reference should be made to any reprimand or previous relevant disciplinary procedure in place.
- g) The employee is to be asked if he/she has any comment regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

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

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

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

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

- j) The Final Written Warning should be recorded as per pro forma document (c) entitled "Record of Review – Final Written Warning" in Part Three of this Policy. The employee should be asked to sign the Record of Final Written Warning. If the employee refuses to do so, this should be noted on the Record.

The employee is to receive a letter confirming that a final warning has been issued. The letter should be as per pro forma Document (d) entitled "Letter of Final Written Warning" in Part Three of this Policy. A copy of the Record of Final Written Warning should be attached to the Letter.

- k) 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 a per pro forma Document (e) entitled "Record of Review – Final Written Warning" in Part Three of this Policy.

#### 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 group is required. A senior manager is a director or direct report to a director.
- c) In order that a decision to dismiss an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of some or all of the investigative process.
- d) An employee may be dismissed in circumstances where one or more final Written Warnings have failed to modify the work performance or behavioural standards as required; or as the first and final step in the disciplinary procedure where the lapse in performance or behavioural standard is of such severity as to warrant immediate dismissal.
- e) Before an employee is dismissed, the employee is to be advised that the disciplinary procedure has commenced and the group 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 group intends to terminate the contract of employment and the manager must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify the required standard. Where appropriate, reference should be made to any final warning or previous relevant disciplinary procedure in place.
- h) The employee is to be asked if he/she has any comment in regard to the stated problem.. Due regard is to be given to the employee's views and any mitigating circumstances taken into account.

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

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

- i) If the decision to dismiss the employee is justified, the employee is to be so advised.
- j) The Dismissal meeting should be recorded as per pro forma document (f) entitled "Record of Dismissal" in Part Three of this Policy. The employee should be asked to sign the Record of Dismissal. If the employee refuses to do so, this should be noted on the Record.

The employee is to receive a letter confirming that he/she has been dismissed as per pro forma document (g) entitled "Letter of Dismissal" in Part Three of this Policy. A copy of the Record of Dismissal 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.

**D) PART THREE: PRO FORMA DOCUMENTS**

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

- a) Record of First Written Warning
- b) Record of Review – First Written Warning
- c) Record of final Written Warning
- d) Confirmation Letter – Final Written Warning
- e) Record of Review – Final Written Warning
- f) Record of Termination of Employment
- g) Letter of Termination of Employment



PRO FORMA DOCUMENT (a)

**RECORD OF FIRST WRITTEN WARNING**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SITE:** \_\_\_\_\_

**REASON FOR WARNING:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED:**

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\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE COMMENT:**

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\_\_\_\_\_  
\_\_\_\_\_

**DATE FOR REVIEW:** \_\_\_\_\_

This First Written Warning has been issued under the group Disciplinary Policy and Procedures. Under this policy, failure to comply with reasonable requirements as to work performance and/or behaviour may result in termination of employment. A copy of the policy has been provided to the employee.

**SUPERVISOR'S NAME:** \_\_\_\_\_

**SUPERVISOR'S SIGNATURE:** \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_

(If the employee declines to sign, note accordingly)

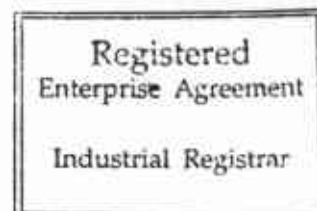
**WITNESS NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

**WITNESS NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

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



PRO FORMA DOCUMENT (b)

**RECORD OF REVIEW – FIRST WRITTEN WARNING**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

SITE: \_\_\_\_\_

**IS THE REVIEW SATISFACTORY?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;**

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\_\_\_\_\_  
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**EMPLOYEE COMMENT:**

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**FURTHER ACTION:**

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**SUPERVISOR'S NAME:**

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**SUPERVISOR'S SIGNATURE:**

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**EMPLOYEE'S SIGNATURE:**

(If the employee declines to sign, note accordingly)

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**WITNESS NAME:**

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**WITNESS SIGNATURE:**

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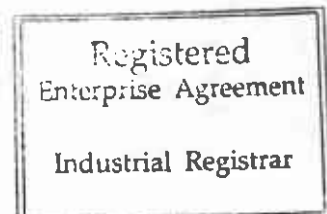
**WITNESS NAME:**

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**WITNESS SIGNATURE:**

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



PRO FORMA DOCUMENT (C)

**RECORD OF FINAL WRITTEN WARNING**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SITE:** \_\_\_\_\_

**REASON FOR WARNING:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;**

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\_\_\_\_\_

**EMPLOYEE COMMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE FOR REVIEW:**

This Final Written Warning has been issued under the group Disciplinary Policy and Procedures. Under this policy, failure to comply with reasonable requirements as to work performance and/or behaviour may result in termination of employment. A copy of the policy has been provided to the employee.

**SUPERVISOR'S NAME:** \_\_\_\_\_

**SUPERVISOR'S SIGNATURE:** \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_  
(If the employee declines to sign, note accordingly)

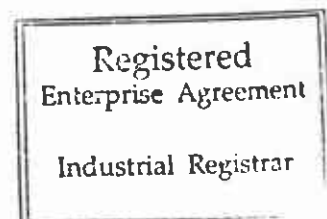
**WITNESS NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

**WITNESS NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

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



PRO FORMA DOCUMENT (D)

(DATE)

(NAME)

(SITE ADDRESS)

Dear (NAME),

**CONFIRMATION OF FINAL WRITTEN WARNING**

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

I confirm that you have been issued with a Final Written Warning, pursuant to the Group Disciplinary Policy and Procedures.

In the event that you fail to meet the standards required by the Group, your employment with the Group will be terminated.

If you do not understand this letter or 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



PRO FORMA DOCUMENT (E)

**RECORD OF REVIEW – FINAL WRITTEN WARNING**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SITE:** \_\_\_\_\_

**IS THE REVIEW SATISFACTORY?**

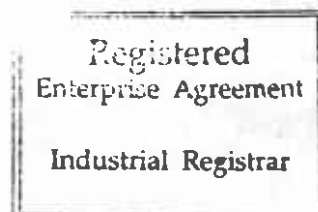
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE COMMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**FURTHER ACTION:**

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**SUPERVISOR'S NAME:**

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**SUPERVISOR'S SIGNATURE:**

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**EMPLOYEE'S SIGNATURE:**

---

(If the employee declines to sign, note accordingly)

**WITNESS NAME:**

---

**WITNESS SIGNATURE:**

---

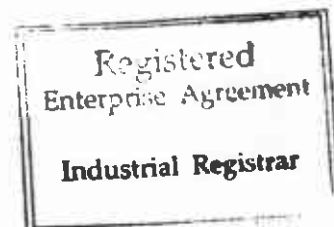
**WITNESS NAME:**

---

**WITNESS SIGNATURE:**

---

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



PRO FORMA DOCUMENT (F)

**RECORD OF TERMINATION OF EMPLOYMENT**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SITE:** \_\_\_\_\_

**REASON FOR TERMINATION OF EMPLOYMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE COMMENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SUPERVISOR'S NAME:** \_\_\_\_\_

**SUPERVISOR'S SIGNATURE:** \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_  
(If the employee declines to sign, note accordingly)

**WITNESS NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

**WITNESS NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

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



PRO FORMA DOCUMENT (G)

(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 Group'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

