

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/35

TITLE: **Bartter Enterprises Transport Employees Certified Agreement 2003-2006**

I.R.C. NO: IRC3/7105

DATE APPROVED/COMMENCEMENT: 14 January 2004/2 November 2003

TERM: 2 November 2006

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/315

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bartter Enterprises Pty Limited, located at McWilliams Rd, Hanwood NSW 2680 and 129 Hammond Ave, Wagga Wagga NSW 2650, engaged in the areas of transport and distribution and who fall within the coverage of the Transport Industry - Mixed Enterprises (State) Award

PARTIES: Bartters Enterprises Pty Ltd -&- the Transport Workers' Union of New South Wales

BARTTER ENTERPRISES TRANSPORT EMPLOYEES CERTIFIED AGREEMENT 2003 - 2006

1. Title

This Agreement shall be referred to as the "Bartter Enterprises Transport Employees Certified Agreement 2003-2006".

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 3 years. It shall come into force on the date of signing and shall remain in force for a period of 36 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 the time worked.

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.

If significantly underpaid, an employee will contact the Pay Office to seek payment via Electronic Funds Transfer (EFT) before the following pay week. In this case, 'significantly underpaid' is an amount totalling in excess of one (1) ordinary days pay.

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 with a minimum length of service of three (3) years 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. Picnic Days

All financial members of the union will endeavour to take any outstanding Picnic Days by Easter Saturday 10 April 2004. Any Picnic Days untaken by this date will be paid out. From this date forward, Picnic Days will be taken within the calendar year which they fall and will not accumulate.

17. Training

The Company will continue training in such areas as vocation, product knowledge, customer service, trade practices compliance, Occupational Health and Safety, safe work practices and knowledge of the award for the benefit of the employees bound by this agreement.

The Company recognises that induction training is necessary to promote an understanding of the Company's business and enhance customer service, productivity, efficiency, and compliance with legal obligations.

18. 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.

19. Disciplinary Procedure and Policy

See attached Annexure One (1).

20. Occupational Health and Safety

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

All employees shall participate with the Supervisor and safety team members in the preparation, implementation, and ongoing monitoring and reporting of work instructions, risk analysis, safety walks etc as requested.

Ongoing training will continue to be provided to all employees to heighten awareness of safety in general.

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

Employees are required to comply with the Riverina Safety Schedule and Safety Responsibilities Policy and Procedure. The company will ensure that employees are familiarised with the Riverina Safety Schedule and Safety Responsibilities Policy and Procedure.

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

Employees will ensure that all company supplied clothing, protective clothing, footwear and hearing protection is worn at all times. Additional Personal Protective Equipment (PPE) will be provided by the Company and must be used when required.

The company is committed to providing a safe system of work and safe plant and equipment. To this end, employees are encouraged to consult with their OH & S Committee representative to aid in this objective.

Employees are required to care for and help to maintain all safety equipment and PPE.

Employees who fail to operate in a safe manner and fail to perform their duties as outlined in the National Safety Program may be subject to disciplinary action.

21. Employee Uniforms

Bartter Enterprises will maintain the number of employee uniforms supplied annually on a return/replacement system.

22. Employee Mobile Phones

In order to ensure adequate communication between delivery drivers and customers, drivers at our Wagga depot will be provided with Company owned mobile phones for use at work. Minimal reasonable non-work related calls are acceptable, however these will be monitored on a regular basis. If an employee has made excessive non-work related calls, the Company will reserve the right to demand reimbursement from the employee. If the Company phone is regularly used excessively on non-work related or for the purpose of offensive or illegal calls, the Company will take disciplinary action.

Please refer to the Company Mobile Phones Policy (Annexure Two (2)).

23. 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.

24. Superannuation

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

25. Wage Adjustment

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

Year 1

A 4% increase shall be calculated on the final rates of the 2001-2003 agreement. All wages will be increased from the first full pay period after the 14th August 2003.

Year 2

All wages will be increased by 4% from the first full pay period after the 14th August 2004.

Year 3

All wages will be increased by 4% from the first full pay period after the 14th August 2005.

Adjustments to the base rates are reflected in the table below;

Level	Current	First full pay period after 14/8/03	First full pay period after 14/8/04	First full pay period after 14/8/05
1	528.33	549.46	571.44	594.30
2	545.99	567.83	590.54	614.16
3	558.22	580.55	603.77	627.92
4	568.88	591.64	615.30	639.91
5	596.29	620.14	644.95	670.75
6	603.19	627.32	652.41	678.51
7	624.14	649.11	675.07	702.07
8	667.05	693.73	721.48	750.34

26. 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.

27. Renegotiation of Agreement

At the commencement of the second year of this agreement, negotiations will be conducted between the parties relative to the possible introduction of an allowance which recognises those conditions under which employees work that are not addressed by the parent award. The qualifying criteria and amount for this allowance will be negotiated between the parties at this time.

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 _____ (Employees) Date 20/10/03 _____

Name & Title Union Delegate John Staines

Signed _____ (Company) Date 21/10/03 _____

Name & Title Gavin Whiteley Regional Manager

Signed _____ (Union) Date 2/ 11/03 _____

Name & Title State Secretary TWU

ANNEXURE 1:

BARTTER ENTERPRISES

DISCIPLINARY POLICY AND PROCEDURES (DPP)

1. Scope

The policy and the procedures contained in it apply to all employees of Bartter 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.

2. 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.

3. 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.

4. 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.

5. 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.

(1) 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:

EMPLOYEE COMMENT:

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;

EMPLOYEE COMMENT:

FURTHER ACTION:

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 (C)

RECORD OF FINAL WRITTEN WARNING

DATE: _____

NAME: _____

SITE: _____

REASON FOR WARNING:

PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;

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:

FURTHER ACTION:

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 (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

ANNEXURE 2:

BARTTER ENTERPRISES

COMPANY MOBILE PHONE POLICY

1.0 Purpose

The aim of this policy is to define the employees who will be provided with a company mobile telephone and to provide the operational guidelines.

2.0 Scope

This policy applies to all employees who are issued a company mobile telephone.

3.0 Mobile Phone Allocation

The Company Mobile Phones are not included in the calculation of Salary Packages and therefore are considered "tools of trade". Mobile Phones will be issued to those personnel who by their function are required to be contacted or make calls on behalf of the company out of normal business hours and on a frequent basis.

The issue and use of mobile telephones to employees will be subject to an annual review and will continue at management's discretion; only a Regional Manager, Functional Director or Chief Executive Office shall authorise the issue of Mobile Phones.

4.0 General

All mobile phones must have the message bank activated with current messages.

The Regional Manager, Functional Director or Chief Executive Officer will have all accounts audited on a regular basis.

Minimal reasonable non-work related calls are acceptable, however these will be monitored on a regular basis.

If an employee has made excessive non-work related calls, the Company will reserve the right to demand reimbursement from the employee. If the Company phone is regularly used excessively on non-work related or for the purpose of offensive or illegal calls, the Company will take disciplinary action.

Mobile telephones can be a very expensive communication tool when they are incorrectly used or are misused, especially when the user is unaware of the consequences. Mobile telephone holders are responsible for their phones at all times.

Mobile telephones should not be used as the first priority when the normal telephone system is available. In general, holders should endeavour to use site telephones before electing to use a mobile phone.

In the event that a mobile phone is stolen or lost the holder shall notify and report the incident immediately to the IT Help Desk and within 8 working hours to the Regional Manager, Functional Director or Chief Executive Officer.

Mobile telephones left in cars and visible to the public have a high potential risk of being stolen and should not be left in vehicles.