

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/58

TITLE: Bartter Enterprises Marsden Park and the Australasian Meat Industry Employees Union NSW Branch Enterprise Agreement 2005

I.R.C. NO: IRC5/5903

DATE APPROVED/COMMENCEMENT: 12 December 2005 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/34.

GAZETTAL REFERENCE: 24 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all production warehousing and distribution employees of Bartter Enterprises Pty Ltd at the distribution centre at Marsden Park who fall within the coverage of the Poultry Industry Preparation (State) Award.

PARTIES: Bartters Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

BARTTER ENTERPRISES MARSDEN PARK AGREEMENT 1 July 2005 - 30 June 2008

1. TITLE

This Agreement shall be known as the **Bartter Enterprises Marsden Park and the Australasian Meat Industry Employees' Union NSW Branch Enterprise Agreement 2005**.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties
4. Parties Bound
5. Parent Award
6. Length of Agreement
7. Wage Increases
8. Superannuation
9. Employing Entity
10. Public Holiday Commitment to Work & Loading
11. Rostering
12. Overtime
13. Flexibility of Working 38 Hour Week
14. Shift Allowance
15. New Technology & Process Improvement
16. Sick Leave
17. Disciplinary Policy & Procedures
18. Resolution of Disputes and Grievances
19. Consultation and Sharing of Information
20. Attendance Management Process
21. Leaving Site
22. Occupational Health and Safety
23. Classification Structures
24. Redundancy Agreement
25. Signatories

Schedules A & B - Rates of Pay & Allowances

Appendix A - Disciplinary Policy and Procedures

Appendix B – Redundancy Agreement

3. SCOPE AND PARTIES

This Agreement is made by Bartter Enterprises ("the company") and The Australasian Meat Industry Employees Union (AMIEU) New South Wales Branch (the Union).

This Agreement is made in relation to the employees of the company employed at the Marsden Park site in the profession of Production, Warehousing and Distribution.

4. PARTIES BOUND

This Agreement shall be binding upon:

- (a) Barter Enterprises Pty Ltd;
- (b) The Australasian Meat Industry Employees' Union - New South Wales Branch; and
- (c) All employees of the Company at the Marsden Park plant covered by the Poultry Industry Preparation (State) Award (IRC no 7320 of 2004).

5. PARENT AWARD

This Agreement shall be read in conjunction with the Poultry Industry Preparation (State) Award (IRC no 7320 of 2004), The provisions of this Agreement shall override the provisions of the award where so mentioned. Where this Agreement is silent, the provisions of the award shall apply.

6. LENGTH OF AGREEMENT

This Agreement shall come into force from 1st July 2005 and shall remain in force until 30th June 2008. The parties agree to enter into discussion no later than 3 months before the expiry date of this Agreement.

7. WAGE INCREASES

Wages for all employees will be increased by 4% from the first full pay period to commence on or after 1 July 2005 and are set out in the attached Schedules A & B - Rates of Pay Of this Agreement.

Wages for all employees will be increased by 4% from the first full pay period to commence on or after 1 July 2006 and are set out in the attached Schedules A & B - Rates of Pay Of this Agreement.

Wages for all employees will be increased by 4% from the first full pay period to commence on or after 1 July 2007 and are set out in the attached Schedules A & B - Rates of Pay Of this agreement.

8. SUPERANNUATION

All Superannuation payments are to be paid to either the Barter Enterprises nominated fund or the Meat Industry Employees Superannuation Fund (MIESF).

9. EMPLOYING ENTITY

It is agreed by all parties that Festive Foods & Steggles Poultry Processing are the employing entities of all employees covered by this Agreement, for administrative purposes only. As Festive Foods & Steggles Poultry Processing are fully owned subsidiaries of Barter Enterprises, all current and future entitlements will be met by Barter Enterprises Pty Ltd.

10. PUBLIC HOLIDAY - COMMITMENT TO WORK & LOADING

To meet our customer requirements it is recognised that work will need to be performed on some public holidays. In the first instance volunteers will be called from the section where the work is required. If sufficient numbers are not met the call for work will be extended to other sections across

the site. All work performed on public holidays by permanent and casual employees will be paid at the rate of triple time.

Permanent employees who work a public holiday may elect to take their triple time payment as double time pay and a day in lieu to be taken at a later date to be mutually agreed by the employee and the supervisor or department manager within six weeks of the public holiday.

By mutual agreement between the company and employees or groups of employees a public holiday may be substituted to another date without deduction of pay. If by chance, employees are required to work on the substituted day, payment will be as for any other public holiday.

Shift allowances will not be paid on public holidays when worked.

11. ROSTERING

We will work towards a rostering system based on 7 day operation during the life of this Agreement. This may result in some sections working a seven day roster. This will only apply to the Warehouse and Distribution activities of the business.

Saturday or Sunday work that is performed as part of the ordinary weekly roster will be paid at the appropriate ordinary rates as set out in Schedules A & B of this Agreement.

Existing employees at 1 July 2005 will not be forced to work a 7 day roster which may include Sunday. Existing employees may nominate to work the 7 day roster if they wish. New employees from 1 July 2005 will be eligible to work a 7 day roster.

Individual circumstances will be taken into consideration when any changes to rostering are proposed.

12. OVERTIME

If an employee is absent (other than on an RDO) a day before or after a weekend, they shall not be eligible to work overtime of any type until they have completed a full shift of ordinary time.

Any employee who volunteers and is accepted for an overtime shift but fails to attend, will be prevented from working overtime for the next 7 days. Provided however, that every employee will be allowed one non-absence on an overtime shift each calendar year where no penalty will apply for the non-attendance. This will apply to the first failure to attend for overtime.

13. FLEXIBILITY OF WORKING 38 HOUR WEEK

All parties agree that flexibility of working hours to meet key business peak times and days is vital to the ongoing success of the business. We agree to explore all methods of working the 38 hour week to suit business and individual needs. This may result in a number of methods of working the 38 hour week across the site.

Those employees who have a Rostered Day off as their method of working the 38 hour week shall have their RDO determined by way of set roster. However the Company will grant employees RDO's, provided that they have accrued RDO hours, if pressing personal circumstances exist.

14. SHIFT ALLOWANCE

Shift Allowance which is paid as part of ordinary hours worked will continue, as is the current practice, to be paid on sick leave, public holidays on which the employee does not work and all other leave entitlements other than annual leave.

In the case of annual leave, the employee's roster shall be projected for the period of leave and a comparison of their projected roster earnings including shift allowance and their base rate with annual leave loading undertaken. The employee shall receive the higher of the two calculations for the period of annual leave. Shift Allowance is not paid on overtime.

15. NEW TECHNOLOGY AND PROCESS IMPROVEMENT

New Technology

The Company agrees that on the implementation of new technology affecting the workplace the parties will undertake a review of the work. If it is agreed that the new work is of greater value, discussions will take place on the appropriate level of remuneration for those duties.

Process Improvement

The Company agrees that it will establish a working group involving Union Representatives and other employees to address productivity issues. The aim of the group would be to develop systems improvement in the workplace. Such improvements may or may not lead to further wage increases.

16. SICK LEAVE

The following arrangements apply to sick leave:

- Employees are required to notify their Supervisor by telephone of any absence due to sickness prior to the commencement of rostered work if at all practicable, but must notify within 24 hours. Circumstances that prevent notification prior to the commencement of shift will be taken into consideration. If their supervisor cannot be reached then the employee should contact the Department Manager by telephone. A current list of contacts will be maintained and made available to all employees.
- Where sick leave is claimed for a day before or after a public holiday or RDO, a medical certificate must be provided.

17. DISCIPLINARY POLICY AND PROCEDURES

See Appendix A.

18. RESOLUTION OF DISPUTES AND GRIEVANCES

- 1) In the event that a grievance or dispute arises over matters dealt with by this Agreement, as far as possible 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 circumstances preventing a response in that time;
 - (b) if the grievance or dispute is unresolved, the union delegate, organiser or other union official is to raise the issue with the senior manager on site who will respond within two working days, unless there are circumstances preventing a response in that time;
 - (c) if the grievance or dispute remains unresolved, the union may involve the relevant peak union council and the issue is to be referred to senior management of the company who

will respond within two working days, unless there are circumstances preventing a response in that time;

(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.

(e) During discussions regarding the grievance or dispute, the status quo shall remain and work shall proceed normally in accordance with this Agreement and the parent award and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

2) If the dispute concerns the dismissal of an employee for disciplinary reasons, at the union's request the company will place the dismissal on hold while the matter is discussed and investigated under this clause. The employee will be on paid suspension for the period of the investigation. Once the investigation has been completed by the company the period of paid suspension will cease. If the parties have not reached agreement and the company decides to uphold the termination the following shall apply:

a) The Union or the employee will make application to the NSW Industrial Relations Commission with respect to the termination being harsh, unjust or unreasonable.

b) The employee will be placed on unpaid suspension until the application is heard.

c) All parties agree to abide by the orders directed by the Commission. If the decision of the Commission is reinstatement or re-employment with reimbursement to the date of termination the company shall reimburse all wages owing to the employee.

3) There is to be full continuity of operations without restrictions on normal work or industrial action of any kind while the procedures in this clause are followed. This subclause does not require employees to continue to work in circumstances where a genuine occupational health and safety issue arises.

19. CONSULTATION AND SHARING OF INFORMATION

A site stakeholder consultative group will be formed. The aim of this group is to encourage an open forum for 2 – way communication and consultation with respect to general business issues.

20. ATTENDANCE MANAGEMENT PROCESS

Non attendance at work can create disruption to the workplace namely:

- Increased OH&S risk on other employees due to increased work load
- Disharmony amongst the work group
- Difficulty meeting planned production requirements, product shortages and ultimately customer dissatisfaction. This could lead to loss of supply contracts and therefore will impact upon job numbers.

All parties agree to the formation of a working party or parties in an endeavour to develop and implement an Attendance Management Process to improve attendance at work by 1 October 2005 or as soon as possible thereafter.

The working party will consist of company representatives, employee representatives and union representatives where practical.

The working party will:

- Review the current absenteeism rate for the site.
- Analyse current data – all data will remain anonymous and no individual details will be disclosed.
- Develop and implement an improvement process.
- Monitor the absenteeism rate.
- Review the improvement process and change where necessary.

21. LEAVING SITE

For Occupational Health and Safety reasons all staff are required to clock on or off using the time in attendance system when leaving the site for any reason. This provision does not apply to those employees whose job involves periods of off site work. If, and when smoking on site becomes an issue this clause will be re-negotiated.

22. OCCUPATIONAL HEALTH AND SAFETY

Employees shall:

- Participate in the site Safety Program and offer suggestions for improvement,
- Undertake training and re-training in standard work practices and safe work skills,
- Undertake safety walks and workplace inspections as required,
- Report all hazards, unsafe practices, unsafe conditions and situations, all injuries and all incidents to management,
- Participate in rehabilitation programs and/or rehabilitation processes if and when required.

23. CLASSIFICATION STRUCTURES

Throughout the life of this Agreement all parties will examine the existing classification structures to ensure that they are relevant to our business needs (including technology advancements) and provide career paths and opportunities for advancement through the structure. The company shall determine the numbers required at each level of the classification structure and the requirements will be based on business needs. The company will explore supporting internal training with the appropriate external training and qualifications i.e. Certificate 2 /3 in each professional discipline.

Movement through the classification structure will be based on a number of factors; experience, seniority, skills required for the role, attendance, performance in current role and merit. Where all of these are equal seniority will be the determining factor.

Any new classification structure and resulting wage rates will be inserted as amendments to Schedules A and B.

Distribution and Warehouse – Schedule A

GRADE 1

A Grade 1 employee means a new employee who will remain a trainee for a period of up to 3 months and:

- Shall perform routine duties associated with the operation of the Marsden Park Distribution Centre under direct supervision and requiring minimal judgement.

- Shall receive such in-house training as may be required.

GRADE 2

A Grade 2 employee is an employee who spends not less than two thirds of his/ her working time performing the function of order picking by carton, handling products or goods received to be refrigerated including going into loose trucks or containers and who may be required to carry / transport products or goods into or out of refrigerated storage or processing rooms and

- Shall be required to operate manual, mechanical or electrical equipment eg forklift
- Shall stack or consolidate pallet loads
- May attend to battery maintenance and recharging procedures for pallet transporters
- May be required to operate an electric scrubber and attend to basic non-trade maintenance
- Shall attend to store cleaning duties of a general nature.
- Storing and packing of goods and material in accordance with appropriate procedures and / or regulations.
- Preparation and receipt of appropriate documentation including liaison with suppliers.
- Allocating and retrieving goods from specific distribution centre areas.
- Basic VDU / Keyboard skills
- Periodic housekeeping and stock checks
- After proper training shall:

Be responsible for the quality of his / her own work subject to detailed direction.

Work in a team environment and / or under supervision.

Undertake duties in a safe and responsible manner

Possess basic interpersonal and communication skills

GRADE 3

A Grade 3 employee is wholly or principally engaged in the checking of goods in an out of storage or containers at the Marsden Park Distribution Centre and who may be required to perform other duties as required including any duties of grade 2.

A Grade 3 employee :

- Shall have the knowledge to identify the correct use of cartons in respect to various customers and markets
- Shall be able to mark and collate individual weights of cartons of local catchweight products
- Shall check orders to ensure customer requirements are accurately met.
- Shall perform basic computer functions

GRADE 4

A Grade 4 employee is one who is appointed as a Leading Hand and is responsible for the routine operation of the Marsden Park Distribution Centre or a shift of operation of the Distribution Centre or a large section of the Distribution Centre.

A Grade 4 employee :

- Shall possess a highly developed level of interpersonal and communication skills
- Shall supervise and provide job direction and guidance to other employees, assistance in induction and on the job training, and attend to matters of safety and occupational health as well as the disciplining and counselling of employees under his / her charge.
- May be in charge of any number of employees as designated.
- Shall implement quality control techniques and procedures
- Shall have appropriate VDU / keyboard skills and input data as necessary.
- Shall liaise with management, other distribution centers, processing plants and customers with respect to distribution center procedures.
- Shall maintain control systems including inventory control and be responsible for the preparation and reconciliation of regular reports of stock movements etc
- Shall exercise discretion within the scope of this grade.

May be required to perform duties of Grades 2 – 3.

Tray Pack – Schedule B

GRADE 1 - FOOD PREPARATION HAND

Employees will remain at this level for the first 3 months or until they are capable of effectively performing the tasks required of this level so as to enable them to progress to a higher level as a position becomes available. Those employees routinely performing the duties of a general hand in excess of 3 months will remain at this level.

Duties will include:

- Ensuring bulk product is moved to the appropriate line within the tray packing room.
- Stacking boxed product onto pallets.
- Box erection.
- Manual application of labels onto trays.
- General Housekeeping duties not including specialised cleaning using chemicals.

GRADE 2 - FOOD PREPARATION HAND

Advancement to this level will depend on business needs.

Duties will include:

- Preparation of portions onto trays in accordance within specification and performance criteria.
- Ensure continuous in-feed of product into wrapping machine or process.
- Notification to leading hand/supervisor or manager if product is out of specification.
- Some manual label application as required.
- General housekeeping duties not including specialised cleaning using chemicals.

Employees at this level may be required to perform duties of a Grade 1.

GRADE 3 - FOOD PREPARATION HAND

Advancement to this level will depend on business needs.

Duties will include:

- Accurate Stock Rotation of product in work in progress chillers.
- Keeping of appropriate stock records.
- Removing finished goods from tray pack area to warehouse.
- Liaising with warehouse staff to communicate stock movements.
- Operation of mechanical or electrical product moving equipment with the appropriate license.
- General house keeping duties not including specialized cleaning using chemicals.
- Cleaning of food preparation equipment to the required standard using specialized cleaning chemicals.
- Observing correct dosing requirements and handling procedure for cleaning chemical.

Employees at this level may be required to perform duties of a Grade 1 or Grade 2.

Grade 4 - FOOD PREPARATION HAND

Advancement to this level will depend on business needs.

Duties will include:

- Operation of wrapping machinery eg OSID wrapper in strict accordance with product specification within performance criteria.
- Operation of Weigh / Price Label Machinery eg Espera in strict accordance with product specification within performance criteria.
- General housekeeping duties.

Employees at this level may be required to perform duties of a Grade 1, 2 or 3.

Grade 5 - LEADING HAND

Advancement to this level will depend on business needs and by appointment only.

Duties will include some or all of:

- Receiving production instructions and allocating the work flow to employees.
- To control the standards of work, work output to targets set by management.
- To determine shortages in labour, or material or plant failures, and to notify the appropriate parties
- Determining training requirements for employees and undertaking such training.
- Leading Hands shall not breach any confidence placed in them by fellow employees or by Supervisory staff.
- Co-ordination of dry goods store and uniform store.

Employees at this level may be required to perform duties of a Grade 1, 2, 3 or 4.

Throughout the life of this Agreement all parties will examine the existing classification structures to ensure that they are relevant to our business needs (including technology advancements) and provide career paths and opportunities for advancement through the structure. The company shall determine the numbers required at each level of the classification structure and the requirements will be based on business needs. The company will explore supporting internal training with the appropriate external training and qualifications i.e. Certificate 2 /3 in each professional discipline.

Movement through the classification structure will be based on a number of factors; experience, seniority, skills required for the role, attendance, performance in current role and merit. Where all of these are equal seniority will be the determining factor.

24. REDUNDANCY AGREEMENT

The New South Wales Operations Redundancy Agreement will form part of this Agreement. See Appendix B.

25. SIGNATORIES

Signed for an on behalf of:

Bartter Enterprises Pty Ltd }

In the presence of }

Dated this _____ day of _____ 2005

The Australasian Meat Industry
 Employees' Union - New South
 Wales Branch

}
 }
 }

In the presence of

}

Dated this _____ day of _____ 2005.

SCHEDULE A

WAGE RATES - DISTRIBUTION

MONETARY RATES 2005

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from the 1st of July 2005 shall be as follows:

Grade	Ordinary Weekly Rate Mon to Fri	Ordinary Hourly Rate Mon to Fri	Ordinary Hourly Rate Saturday	Ordinary Hourly Rate Sunday
1	\$592.44	\$15.5905	\$23.39	\$27.29
2	\$632.48	\$16.6442	\$24.96	\$29.12
3	\$670.45	\$17.6434	\$26.46	\$30.87
4	\$734.97	\$19.3413	\$29.01	\$33.84

MONETARY RATES 2006

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from 1st of July 2006 shall be as follows:

Grade	Ordinary Weekly Rate Mon to Fri	Ordinary Hourly Rate Mon to Fri	Ordinary Hourly Rate Saturday	Ordinary Hourly Rate Sunday
1	\$616.14	\$16.2141	\$24.32	\$28.37
2	\$657.78	\$17.31	\$25.96	\$30.29
3	\$697.27	\$18.3492	\$27.52	\$32.11
4	\$764.37	\$20.11	\$30.16	\$35.19

SCHEDULE A

WAGE RATES - DISTRIBUTION

MONETARY RATES 2007

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from 1st of July 2007 shall be as follows:

Grade	Ordinary Weekly Rate Mon to Fri	Ordinary Hourly Rate Mon to Fri	Ordinary Hourly Rate Saturday	Ordinary Hourly Rate Sunday
1	\$640.79	\$16.8628	\$25.29	\$29.50
2	\$684.09	\$18.00	\$27.00	\$31.50
3	\$725.16	\$19.0831	\$28.62	\$33.39
4	\$794.95	\$20.91	\$31.36	\$36.59

SCHEDULE B**WAGE RATES – TRAY PACK****MONETARY RATES 2005**

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from the 1st of July 2005 shall be as follows:

Grade	Ordinary Weekly Rate Mon to Fri	Ordinary Hourly Rate Mon to Fri	Ordinary Hourly Rate Saturday	Ordinary Hourly Rate Sunday
1	\$557.00	\$14.6585	\$21.98	\$25.65
2	\$592.44	\$15.5905	\$23.39	\$27.29
3	\$632.48	\$16.6442	\$24.96	\$29.12
4	\$670.45	\$17.6434	\$26.46	\$30.87
5	\$734.97	\$19.3413	\$29.01	\$33.84

MONETARY RATES 2006

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from 1st of July 2006 shall be as follows:

Grade	Ordinary Weekly Rate Mon to Fri	Ordinary Hourly Rate Mon to Fri	Ordinary Hourly Rate Saturday	Ordinary Hourly Rate Sunday
1	\$579.30	\$15.2447	\$22.86	\$26.67
2	\$616.14	\$16.2141	\$24.32	\$28.37
3	\$657.78	\$17.31	\$25.96	\$30.29
4	\$697.27	\$18.3492	\$27.52	\$32.11
5	\$764.37	\$20.11	\$30.16	\$35.19

SCHEDULE B

WAGE RATES – TRAY PACK

MONETARY RATES 2007

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from 1st of July 2007 shall be as follows:

Grade	Ordinary Weekly Rate Mon to Fri	Ordinary Hourly Rate Mon to Fri	Ordinary Hourly Rate Saturday	Ordinary Hourly Rate Sunday
1	\$602.47	\$15.8544	\$23.78	\$27.74
2	\$640.79	\$16.8628	\$25.29	\$29.50
3	\$684.09	\$18.00	\$27.00	\$31.50
4	\$725.16	\$19.0831	\$28.62	\$33.39
5	\$794.95	\$20.91	\$31.36	\$36.59

APPENDIX A

DISCIPLINARY POLICY AND PROCEDURES

1. SCOPE

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

LEVELS

This policy recognises FIVE levels of disciplinary procedure:

- Counselling
- Verbal Warning
- First Written Warning
- Final Written Warning
- Dismissal

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

At each step in the process the individual will be asked if they wish to have union representation.

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.

2. VERBAL WARNING

- (a) A Verbal Warning is the first punitive level of the disciplinary procedure.
- (b) A Verbal Warning is issued in circumstances where one or more counselling sessions has failed to modify the work performance or behavioural standards as required;
- (c) The individual must be informed that the disciplinary procedure has commenced and that if work performance or behaviour continues to not meet the required standard further action will be taken.

3. FIRST WRITTEN WARNING

- (a) A First Written Warning is the second punitive level of the disciplinary procedure.
- (b) A First Written Warning is issued in circumstances where a verbal warning has failed to modify the work performance or behavioural standards as required; or where the issue is deemed serious enough to have passed counselling and/or verbal warning.
- (c) Before a First Written Warning is issued, the employee must be advised that the process may eventually result in the employee's dismissal; and is to be provided with a copy of this policy.
- (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 verbal warning.

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

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

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

- (h) The First Written Warning should be recorded 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.

4. FINAL WRITTEN WARNING

- (a) A Final Written Warning is a punitive level of the disciplinary process.
- (b) A Final Written Warning is issued in circumstances where one or more First Written Warnings have failed to modify the work performance 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.

5. TERMINATION OF EMPLOYMENT

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

a) 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 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

APPENDIX B

BARTTER ENTERPRISES Marsden Park

REDUNDANCY AGREEMENT

1 **Scope of Agreement**

This Agreement is made between the Company and the Union; and applies to all employees of the Company in New South Wales.

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 employees" 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 employees" 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 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 Bartter Enterprises.

"The Union" means the United Services Union, New South Wales Branch.

"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 level; 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 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, of this Agreement, Resolution of Disputes.

6 Notice of Redundancy

- (a) Employees to be made redundant will receive 4 weeks 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 Payment upon Termination of Employment

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

- (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) All payment 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 service provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job search plan, an advise 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 applicant or interpretation of this Agreement, it shall be raised in the first instance with the Company's Human Resources Manager or their 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 Union will not take any form of industrial action.