

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/70

TITLE: Bartter Enterprises Pty Ltd and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2005-2008

I.R.C. NO: IRC5/6201

DATE APPROVED/COMMENCEMENT: 12 December 2005 / 20 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/35.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bartter Enterprises Pty Limited Hanwood Site, located at McWilliams Road, Hanwood NSW 2680, who fall within the coverage of the Poultry Industry Preparation (State) Award.

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

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/70

TITLE: Bartter Enterprises Pty Ltd and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2005-2008

I.R.C. NO: IRC5/6201

DATE APPROVED/COMMENCEMENT: 12 December 2005 / 20 July 2005

TERM: 36

NEW AGREEMENT OR VARIATION: Replaces EA03/35.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bartter Enterprises Pty Limited Hanwood Site, located at McWilliams Road, Hanwood NSW 2680, who fall within the coverage of the Poultry Industry Preparation (State) Award.

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

**BARTTER ENTERPRISES
AND
THE AUSTRALASIAN MEAT
INDUSTRY EMPLOYEES UNION NEW
SOUTH WALES BRANCH (HANWOOD)
ENTERPRISE AGREEMENT
2005-2008**

TABLE OF CONTENTS

1. Title
 2. Preamble
 3. Definitions
 4. Parties Bound and Relationship to Parent Award
 5. Duration and Renewal
 6. Contract of Employment
 7. Hours of Work
 8. Picnic Day Eligibility
 9. Notice of Overtime
 10. Pre-programmed Weekend Overtime
 11. Safety
 12. Quality
 13. Meals and Rest Period
 14. Excessive Breaks
 15. Public Holiday / Weekend Work
 16. Rates of Pay
 17. Allowances
 18. Key Performance Indicators
 19. Monitoring Process
 20. Sick Leave
 21. Long Service Leave
 22. Leave
 23. Discounts
 24. Superannuation
 25. Consultative Mechanisms
 26. Disputes Procedure
 27. Attendance Standards
 28. Development of Further Agreements
 29. Declaration and Signatories
- Appendix 1 - Rates of Pay
Appendix 2 - Disciplinary Policy and Procedures

1) TITLE

This Agreement shall be referred to as the "Bartter Enterprises Pty Ltd" and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2005-2008.

2) PREAMBLE

The Agreement is the result of cooperative discussions between all the parties and has not been entered into by any party under duress.

i Overall Objective

The central aim of this Agreement is to improve the productive performance of all areas of the Company.

To achieve this, it is recognised that management, the employees and the Union (AMIEU) need to continue to build on their commitment to a consultative and participatory approach in the workplace.

ii Strategy

The parties agree to the achievement of improved performance throughout the functional areas of the Company with ultimate aim of matching and surpassing performances achieved by main competitors and to provide remuneration to employees which acknowledge those achievements. This will be accomplished by addressing the entire production system, the organisational structure, the plant, the equipment, the people (management and employees) that combine to conceive, develop, produce, market and deliver the Company's products to the customer.

iii Critical Success Factors

Critical success factors are essentially the following:

- a) Production: Level of waste, wages and overhead efficiencies, storage, other overheads.
- b) Quality Assurance: Consolidation of quality assurance procedures and work practices.
- c) Increased volume.

3) DEFINITIONS

- i Commission - means the Industrial Relations Commission of New South Wales.
- ii Company - means Bartter Enterprises Pty. Ltd.
- iii Union - means the Australasian Meat Industry Employees' Union (NSW Branch).
- iv Full-time employee - means a weekly employee employed for 38 hours per week.
- v Part-time employee - means an employee who is a weekly employee and may be engaged for a minimum of one (1) day per week and no less than four (4) hours per day.

A part-time employee shall receive all the benefits as received by a full time employee in the ratio of hours, as fixed, as they bear to 38 hours.

The part-time hourly rate shall be the applicable weekly rate for the classification concerned divided by thirty-eight.

The span of ordinary hours for part-time employees shall be as prescribed in clause 7.

- vi Casual employee - means an employee employed by the hour, provided that casuals may be paid through the weekly pay process. Casual employees shall be paid a minimum payment of not less than 4 hours on any day.

A casual employee shall receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.

- vii Leading hand - means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by the other employees.
- viii KPI - means Key Performance Indicators.
- ix CBT - means Competency Based Training.
- xi Parent Award - means the Poultry Industry Preparation (State) Award
- xii Team Leader – means an employee who reports to a Leading Hand and leads a small team of no more than 10 employees – they shall be paid at their Graded Level plus the Small Leading Hand Allowance.

4) PARTIES BOUND & RELATIONSHIP TO PARENT AWARD

- i This Agreement shall be binding upon the following;
 - a) The Company whose place of business under this Agreement is McWilliams Rd Hanwood NSW 2680;
 - b) The Union; and
 - c) All employees at the Hanwood site who are covered by the Poultry Industry Preparation (State) Award.
- ii Relationship to Parent Award

This agreement shall be read in conjunction with the terms and conditions of the Parent Award. Where any inconsistency occurs between this agreement and the Parent Award the terms of this agreement shall prevail to the extent of any inconsistency.

5) DURATION AND RENEWAL

- i The term of this agreement will be for 3 years. It will come into force on 20 July 2005 and will remain in force for a period of 3 years from that date.
- ii The parties agree to enter into negotiations at least 3 months prior to the expiration of this agreement.
- iii Should negotiation for renewal not achieve agreement prior to the expiration of this agreement, the terms and conditions of this agreement shall continue.
- iv The parties agree that a voting process will be implemented to select the Committee Members for the next enterprise agreement.

6) CONTRACT OF EMPLOYMENT

- i Employees shall be engaged on a full-time, part-time or casual basis. The parties agree that, where possible, full-time employment is preferable. It is recognised however that, because of the seasonality of our business, other types of engagement may be necessary from time to time such as casuals, part-time or permanent for a fixed period of time.
- ii A probationary period of three (3) months will be applied to all new employees, other than casual. This probationary period shall commence from the date of engagement. During the probationary period, the

employee's employment may be terminated by either the employee or the Company with the giving of one day's notice or by the payment or forfeiture of one day's pay as the case may be.

- iii Upon engagement, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular monthly assessments during the period of probationary employment.
- iv There will be no fixed ratio of casual to permanent employees. It is recognised that our business must be flexible enough to meet the needs and demands of our customers. Accordingly, manning requirements will reflect business needs.

It is the company's preference to offer permanent and permanent part-time employment, however we understand the needs of employees. Accordingly those employees who commence on a casual basis, after 12 weeks or 456 hours of satisfactory service, shall be offered permanent full time or permanent part time employment based on the needs of the business. The employee shall have the choice to take up such permanent employment and may elect to stay employed on a casual basis. Where permanent part-time work is elected the employee will not be given less hours work then the average hours worked in the previous 12 weeks or 456 hours worked.

7) HOURS OF WORK

It is the intention of the parties to this agreement to modify working arrangements to ensure greater flexibility in the production process. This clause is to read in conjunction with Hours clause of the Parent Award.

i Day Workers

The ordinary hours of work for day workers shall be from 5.00am to 5.00pm. The exception to this are those employees who work in the Primary Processing (Live bird hanging, Evisceration and Spin Chill) area of the plant, whose ordinary hours shall be from 3.00 a.m. until 6.00p.m. Employees of the Primary Processing shall be given the option of working in the area should these times be introduced.

ii Accrued Leisure Time

The planning for days off as leisure time shall, where practical, be in the ratio of 2 prime days for three other days, provided that no employees shall be rostered to take accrued leisure leave on a production day preceding or following a public holiday. When this occurs the day shall be transferred to the next prime day.

Any worker who makes application to work on a rostered accrued leisure day, provided such work is available, shall be paid at the ordinary hourly rate for all time worked on that day. When an employee is requested by the company to work on their Rostered Day Off they shall be paid at the appropriate overtime rate.

8) PICNIC DAY ELEGIBILITY

Employees will be entitled to a Picnic Day each year.

The annual Picnic Day will be treated as an annual leave day and the annual leave accrual date will be adjusted to include this additional day.

9) NOTICE OF OVERTIME

Where a day shift employee is required to work overtime, the department supervisor will advise the employee of their need to work overtime by the start of the employee's lunch break.

Where an afternoon shift employee is required to work overtime, the department supervisor will advise the employee of their need to work overtime by the start of the employee's meal break.

10) PREPROGRAMMED WEEK-END 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) SAFETY

- 11.1 The parties acknowledge that Occupational Health and Safety is everybody's responsibility. The parties are committed to following the Company O H & S Policy, the Company National Safety Program and the Riverina Safety Responsibility Policy.
- 11.2 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 representatives to aid in this objective.
- 11.3 The Company and employees will participate in the preparation, implementation, and ongoing monitoring and reporting of work instructions, risk analysis and safety walks.
- 11.4 Ongoing training will continue to be provided to all employees to heighten the awareness of safety in general.

- 11.5 The Company will provide a structured safety induction program for all new employees.
- 11.6 The Company will provide all employees with protective clothing, footwear and hearing protection. Additional Personal Protective Equipment (PPE) will be provided by the Company when required. Employees will ensure that appropriate PPE is worn at all times and will care for all safety equipment and PPE provided to them.

12) QUALITY

All operatives shall maintain a high quality product within the specifications provided. For example, product as ordered and to specification (if in any doubt, Stop, Check and Ensure correct Product or Procedures before continuing). If an error occurs or a problem is discovered, Supervisors are to be advised immediately no matter who or what is at fault.

13) MEALS AND REST PERIOD

- i The 50 minute break entitlement will be taken over 2 breaks.
Day shift employees will take one twenty and one thirty minute break. Employees will then finish work ten minutes before the end of shift and be paid up to the end of shift.
Afternoon shift will take two twenty-minute breaks, the remaining 10 minutes will be taken at the end of shift. The times of the two breaks will be negotiated in line with business needs.
- ii When an employee is required to work overtime, a further break will be made available at the end of the employees' normal hours.

14) EXCESSIVE BREAKS

The Company will use supervisors and leading hands to ensure employees are leaving and returning from breaks at correct times and will use the discipline policy and procedures (Appendix 1)to deal with offenders. This practice will be endorsed by the union.

15) PUBLIC HOLIDAY / WEEKEND WORK

Each employee agrees to work on 3 nominated days (i.e. Saturday, Sunday or Public Holiday) to ensure the operation of the plant. These days will be nominated by the Company with at least one months notice. Employees will be called on a voluntary basis first and if there remains insufficient labour, employees will be nominated to work on a fit for purpose basis.

If the company does not give the required one months notice and for all other public holiday and week-end work in excess of the 3 nominated days, work will be performed on a voluntary basis.

Christmas Day and Good Friday will not be included in the three nominated days. If the Company requires the plant to operate on either of these days, work will be on a voluntary basis only.

16) RATES OF PAY

i Increases

Year 1

A 4% increase shall be calculated on the final rates of the 2000 agreement. All wages will be increased from the first full pay period after the 20th July 2005

Year 2

All wages will be increased by 4% from the first full pay period after the 20th July 2006

Year 3

All wages will be increased by 4% from the first full pay period after the 20th July 2007.

17) ALLOWANCES

The following allowances will be paid in addition to or where specified in place of the allowances in the Parent Award.

- I. Chiller Location Allowance - Chiller (Distribution) employees will receive an allowance of \$0.57 per hour, this allowance replaces the temperature allowances in the parent award.
- II. **Protein Rendering Plant Heat Allowance - \$0.6415 per hour over 12 months for ordinary hours worked. Temperatures exceeding 40 degrees Celsius to be managed for relief.**
- III. Tub Room Heat Allowance - While the existing tub room facilities remain, \$0.6094 cents per hour location allowance will be given to tub room employees during the months of December to February inclusive. The parties will monitor temperatures for the months of November to March.
- IV. Cleaning Allowance - All After-Process Cleaners will be provided with a level of chemical training which meets the needs of legislation. This training will be provided for by Training and Development. A competency-based assessment will be conducted on completion of training. Upon competence

of this unit After-Process Cleaners will be paid the \$0.6094 per hour location allowance provided for under the award.

- V. Chiller (Distribution) employees will be paid a productivity allowance of \$ 5.00 per day.
- VI. Hang Production Allowance - Employees who are employed in the Broiler Kill section are paid \$ 2.93 per hour when hanging.
- VII. Employees who are employed in the Evisceration section are paid \$2.74 per hour when gutting.
- VIII. Employees who are employed in the Spin Chill area are paid \$ 1.00 per hour when hanging.
- IX. Forklift Allowance - Employees who drive Forklifts are paid \$0.4145 per hour when driving a forklift.
- X. Hang Live Poultry Allowance - Employees who are employed in the Broiler Kill section are paid \$0.3400 per hour when hanging.
- XI. Location Allowance - Employees who are employed as Supervisors, bird hangers and Quality Control are paid \$0.7300 per hour.
- XII. Large Leading Hand Allowance - Employees who are employed as a "Large Leading Hand" will be paid \$0.8545 per hour.
- XIII. Small Leading Hand Allowance – Employees who are employed as a "Small Leading Hand" will be paid \$0.5121 per hour
- XIV. First Aid Allowance – Employees who have a current Senior First Aid Certificate and are employed as a First Aider will be paid \$0.1894 per hour.
- XV. Knife Allowance – Employees who are employed as knife sharpeners will be paid \$1.0692 per hour.

18) KEY PERFORMANCE INDICATORS

Key Performance indicators have been developed to measure productivity. These indicators will be communicated to all processing employees to ensure an understanding of the performance of the Hanwood Processing Plant.

19) MONITORING PROCESS

The parties will establish a process to review closely the key issues and developments essential to the implementation of this agreement and ongoing business and workplace reform matters.

20) SICK LEAVE

The method of sick leave accumulation is to remain as per current award provisions, however accumulated sick leave will be paid out on the following basis.

Upon commencement of permanent employment all employees are to select one of the following options:

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 shall be paid out.

Option 2

At each anniversary of employment all untaken sick leave which has been accumulated shall be paid out.

Current employees of the Company who had made their individual choice from these two options at the commencement of the 2002-2005 EBA will continue with that choice for the duration of this agreement. Sick leave accumulated up to the anniversary of employment prior to the commencement of the 1997 and 2002 EBA's shall be kept in reserve. Sick leave which has been kept in reserve can only be used if an employees medical condition/s has resulted in the taking of leave in excess of the yearly accumulation.

21) LONG SERVICE LEAVE

Long Service Leave shall be calculated and paid as per the Long Service Leave Act 1955.

22) LEAVE

PERSONAL /CARER'S LEAVE

a) Use of Sick Leave

- i. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (a)(iii)(b) who needs the employee's care and support, shall be entitle to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20 of this agreement, for absences to provide care and

support, for such persons when they are ill. Such leave may be taken for part of a single day.

ii. The employee shall, if required, establish either by production of a medical certificate of statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

iii. The entitlements to use in sick leave in accordance with subclause is subject to:

- a) The employee being responsible for the care of the concerned; and
- b) The person concerned being;
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of the person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or and adult child(including a adopted child, a step child, a foster child or and ex-nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the household, where for the purpose of the paragraph:
- iv. "relative" means a person related by blood, marriage or affinity;
- v. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- vi. "household" means a family group living in the same domestic dwelling.
- vii. An employee shall, wherever practical, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practical for the employee to give prior notice of absence, the employee shall notify the company by telephone of such at the first opportunity on the day of absence.

b) Unpaid Leave for Family Purpose

- i. An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in (a)(iii)(b) above who is ill.

c. Annual Leave

- i. An employee may elect, with the consent of the Company, subject to the Annual Holidays Act 1944, to take Annual leave not exceeding five single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- ii. Access to annual leave, as prescribed in paragraph (c)(i.) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- iii. An employee and Company may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) Time off in Lieu of Payment for Overtime

- i. An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- ii. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- iii. If, having elected to take time a leave, in accordance with paragraph (d)(i.) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of twelve (12) month period or on termination.
- iv. Where no election is made in accordance with paragraph (d)(i.) the employee shall be paid overtime rates in accordance with the Parent Award.

(e) Make-up Time

- i. An employee may elect, with the consent of the Company, to work 'make-up time' under the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- ii. An employee on shift work may elect, with the consent of the Company to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the

shift work rate which would have been applicable to the hours taken off.

23) DISCOUNTS

i Bartter Enterprises Discount List

The company will negotiate with local businesses (including petrol companies) to supply products at discount prices for its employees, through a discount card system which shall be offered to all employees on production of a current pay slip.

ii Bartter Enterprises Discount Products

All fresh chicken products have been reduced in price for the Company's employees only. Frozen products are already sold at cheaper than normal prices. In conjunction with the discount card, frozen products may be sold for cheaper prices to employees, than the public, in the future.

24) SUPERANNUATION

The Company shall make superannuation contributions on behalf of each eligible employee covered by this agreement.

The contributions shall be an amount not less than that set by the Superannuation Guarantee Legislation.

Employees shall be able to choose to have contributions made under this clause to either:

1. Colonial First State – First Choice Employer Super; or
2. The Meat Industry Employees Superannuation Fund (MIESF).

The company will provide all new employees with information on the Funds at the point of induction.

All employees will be able to make voluntary contributions through the payroll system.

25) CONSULTATIVE MECHANISMS

Site management will meet bi-monthly with representatives of the employees. The relevant union officer will also be invited to attend such meetings. The purpose of the meetings is to:

- a) discuss significant changes to the site's operation which may have an effect on the employees;
- b) identify suitable performance measures for the assessment of the groups' work performance;
- c) resolve grievances and matters of concern that may arise among employees.

These meetings will be minuted and the minutes circulated to all processing employees. In addition to this if other significant issues arise outside of these times they will be dealt with at the time of the issue.

26) DISPUTES PROCEDURE

Disputes arising between the parties to this Agreement shall be settled in accordance with the stages of discussion set out below:

- i Discussion between the employee(s) concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisor/s;
- ii Discussion involving the employee(s), union delegates and more senior management;
- iii Discussion involving representatives from the Union(s) concerned and the company's representative(s).
- iv Discussion involving senior union official(s) and the Company's representative(s).
- v There shall be an opportunity for any parties to raise the issue to a higher stage.
- vi Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- vii Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales.
- viii In the event that any party fails to comply with the provisions of this procedure, the other party involved shall be entitled to exercise their legal rights in relation to such dispute.

- ix The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- x This procedure will be recognised by all employees and union representatives.
- xi During the negotiation stages, past custom and practice shall continue pending the final settlement of the dispute. Whilst this procedure is being followed normal production shall continue.

27) ATTENDANCE STANDARDS

1. The company has a reasonable expectation that employees will attend work regularly. Of course there are times of genuine illness when employees cannot present for work and the company fully understands those situations.
2. However there are some cases of sick leave abuse and unfortunately this leads to extra workload on those employees at work and extra cost to the company. The company will monitor sick leave use and where the business is affected due to abuse the Disciplinary Policy and Procedure will be implemented.

Some examples of attendance problems which may lead to disciplinary action being taken are:

- ◆ A regular pattern of sick e.g. all sick days are on a specific day of the week such as every 3rd Monday, either side of an RDO,
 - ◆ More than 3 single day absences in any 2 month period.
 - ◆ More than 3 occasions on presenting late to work in any 2 month period.
 - ◆ Leaving work on one occasion without notification.
3. The Company shall require production of a doctors certificate or statutory declaration declaring that the employee was unable to attend for work on account of personal illness or on account of injury by accident for all absences that are 2 or more days in duration.
 4. If an employee has;
 - I. Exhausted their sick leave entitlements; and / or
 - II. Had more than 4 absences (single or multiple days), which include a;
 - a) Monday or Friday
 - b) A day off either side or a Rostered Day Off, Public Holiday, Annual Leave, Long Service Leave or any other approved leave,
- they must provide a doctors certificate or statutory declaration.

28) DEVELOPMENT OF FURTHER AGREEMENTS

Immediate Term (within next two months)

- Form a committee to investigate reasons behind the current classification and training structure not working effectively for all employees
 - Put in place actions to resolve any issues identified
- Identify employees who have been at a particular assessment level for an extended period of time and if applicable these employees shall be given, as soon as possible, the opportunity to move up in assessment levels if they meet the assessment criteria

During the term of this agreement, the Company and the Union agree to develop agreements and changes that apply to particular areas of the company's operations, these may include:

- A Public Holiday Commitment to work
- Sick Leave entitlements and provisions for payments of entitlements
- Roster system for Operations and Attendance Bonus
- Classification structure and training
- Assessing the variance in the levels of pay between the employees covered by this agreement and employees performing the same duties at the Beresfield site
- Grievance Resolution Process

APPENDIX 1

Table 1

RATES OF PAY

Level	Current Rate	Rate from 20 Jul 05	Increase from 20 Jul 06	Increase From 20 Jul 07	TOTAL EBA INCREASE
Level A	526.46	547.52	569.42	592.20	65.74
Level B	536.99	558.47	580.81	604.04	67.05
Level C	552.76	574.87	597.86	621.77	69.01
Level D	573.62	596.87	620.42	645.24	71.62
Level E	605.42	629.64	654.83	681.02	75.60
Level F	642.27	667.96	694.68	722.47	80.20
Level G	684.39	711.77	740.24	769.85	58.08
Level H	789.67	821.26	854.11	888.27	98.60

APPENDIX 2

Bartter Enterprises

DISCIPLINARY POLICY AND PROCEDURES

PART ONE

1. OBJECTIVE

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

- are aware of the standards of performance and 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 Company is committed to the provision of fair and supportive working environments. The disciplinary procedures contained in this policy are designed to support the achievement of this goal. Any failure to abide by these procedures will in itself be regarded as a severe breach of Company standards.

3. PRINCIPLES

- a) Disciplinary action pursuant to this policy should be educational in the first instance, and only corrective where educational steps have failed.
- b) Punitive action should only be taken when remedial steps have failed.
- c) As far as practical, similar offences in similar circumstances should be treated equitably through the application of similar punitive action.
- d) Procedural fairness is of paramount importance in ensuring equitable treatment for employees. This will necessitate the use of time and other resources to ensure a satisfactory investigation. This policy therefore provides the ability to suspend employees on full pay whilst any necessary investigation is completed.

4. ACCESS

Given the Objective, Policy Statement and Principles of this policy, this document is public in nature, and should be available to employees on request. Any employee who is to receive any punitive action pursuant to this policy must be provided with a copy of or access to a copy of this document.

DISCIPLINARY PROCEDURE

PART TWO

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.

At each step in the process the employee will be asked if they wish to have a witness or 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. It is suggested that the Disciplinary Policy and Procedure Record Form be used to record all counselling procedures.
- c) A series of counselling sessions may result in a First Written Warning being issued.

3. 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 correct the problem.
- g) A First Written Warning is to be issued for a specified period of time.

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

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

- h) The First Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.
- i) At the conclusion of the period of time that the First Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the First Written Warning may be withdrawn, extended, or a Final Written Warning may be issued.

The Review of the First Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

4. 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.

The Final Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

- j) At the conclusion of the period of time that the Final Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the Final Written Warning may be withdrawn, extended, or the employee may be dismissed.

The Review of the Final Written Warning should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee.

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 company is required. A senior manager is a director or direct report to a director.
- c) In order that a decision to dismiss an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of some or all of the investigative process.
- d) An employee may be dismissed in circumstances where one or more final Written Warnings have failed to modify the work performance or 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 company intends to terminate the employment of the employee. The employee is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- f) The Dismissal meeting is to be attended by the most senior manager on the site.
- g) The employee is to be advised that the company intends to terminate the contract of employment and the manager must explicitly and clearly identify what work performance or 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 should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record.

A copy of the Record should be issued to the employee

The employee is to receive a letter confirming that he/she has been dismissed as per the proforma "Letter of Dismissal" in Part Three of this Policy. A copy of the Record Form should be attached to the Letter.

- k) If the employee is to be subject to immediate dismissal, there is no requirement for any notice period to apply.

In all other circumstances, the appropriate pay in lieu of notice should be paid to the employee in accordance with the following table:

Length of Continuous Service:	Applicable Notice:
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition, an employee over 45 years of age who has not less than 2 years' continuous service at the time of termination will receive an additional week's notice.

I) PART THREE: PRO FORMA DOCUMENTS

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

- (a) Letter of Dismissal

(DATE)

(NAME)
(SITE ADDRESS)

Dear (NAME),

CONFIRMATION OF TERMINATION OF EMPLOYMENT

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

I confirm that your employment with (employing company) has been terminated pursuant to the Company's Disciplinary Policy and Procedures. The termination takes effect from (insert date). You will receive (xxx) week's pay in lieu of notice.

If you do not understand this letter of the Disciplinary Policy and Procedures, please contact me immediately.

Yours faithfully
(employing company)

(Supervisor's name)
(SUPERVISOR'S TITLE)

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

29. DECLARATION AND SIGNATORIES

DECLARATION

- i This Enterprise Agreement has been negotiated through extensive consultation between the Company, the Union and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

- ii The parties declare that this agreement
 - a) Is not contrary to public interest.
 - b) Is not unfair, harsh or unconscionable.
 - c) Was at no stage entered into under duress.
 - d) Reflects the interests and desires of the parties.

SIGNATURES

**SIGNED FOR AND ON BEHALF OF
BARTTER ENTERPRISES PTY. LIMITED**

.....
Signature and Name

.....
Signature and Name of Witness

.....
Date

**SIGNED FOR AND ON BEHALF OF
THE AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES UNION
NEW SOUTH WALES BRANCH**

.....
Signature and Name

.....
Signature and Name of Witness

.....
Date