

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/120

**TITLE:** **Cordina Chicken Enterprise Agreement 2004**

**I.R.C. NO:** IRC5/884

**DATE APPROVED/COMMENCEMENT:** 28 February 2005 / 28 February 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/18.

**GAZETTAL REFERENCE:** 27 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Cordina Chicken Farms Pty Ltd and Cordina Foods Pty Ltd, at the company's Girraween Plant who fall within the coverage of the Poultry Industry Preparation (State) Award.

**PARTIES:** Cordina Chickens Farms Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

# **CORDINA CHICKEN ENTERPRISE AGREEMENT 2004**

## **1. Title**

This agreement shall be known as the Cordina Chicken Enterprise Agreement 2004.

## **2. Arrangement**

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Appendix A - Code of Behaviour

## **3. Parties, and Incidence**

This agreement has been made between Cordina Chicken Farms Pty Limited and Cordina Foods Pty Limited herein after referred to as the "Company", and the Australasian Meat Industry Employees' Union- New South Wales Branch herein after referred to as the "Union", and shall apply to all employees' employed at the Girraween Plant only in respect to its employees covered by the Poultry Industry Preparation (State) Award 2001.

3.1 This agreement shall rescind and replace the Cordina Enterprise Agreement IRC no 5400 OF 2000

## **4. No Duress**

This agreement is the result of co-operative discussions between all parties and has been negotiated freely and constructively and entered into without duress.

## **5. Inconsistency**

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award 2001) but in the event of any inconsistency between this agreement and this award this agreement shall take precedence. Where this agreement is silent then the relevant provisions of the Poultry Industry Preparation (State) Award 2001.

## **6. Aims and Objectives**

- (i) To improve the efficiency and productivity of the plant by ensuring Present workplace practices are more closely attuned to current and future needs and objectives of the business.
- (ii) To allow the business to operate efficiently and unimpeded at all times without interruptions to work and thereby stabilise employee earnings.
- (iii) To promote discussion, agreement and implementation on improvements to productivity which will include but not limited to issues such as:
  - Absenteeism
  - OH&S including claim costs
  - Product yields and recoveries
  - Reduced waste
  - Product quality (meaning specification on time)
  - Operating Costs.
- (iv) To achieve improvement in productivity, efficiency and flexibility to significantly increase the Company's competitiveness, which will in turn provide secure and worthwhile employment for employees.
- (v) To provide career paths for employees through structured training.
- (vi) To share the benefits of increased productivity and improved efficiencies with employees through improved wages, conditions and security of employment.
- (vii) Eliminating work practices which have supported demarcations between various classes of employees.

## **7. Hours**

The following system in relation to ordinary hours of work shall apply:

- (i) The ordinary hours of work, for day workers exclusive of meal breaks, shall not be more than 38 hours per week, Monday to Saturday inclusive, Between the hours of 4.00am and 6.00pm During Daylight saving months, and 4.30am and 6.00pm all other times of the year.
- (ii) All hours shall be worked on no more than 5 consecutive days (or 40 hours per week where an accrued leisure system operates in accordance with subclauses (ii) (iii) of clause 5 accrued leisure time) of the (Poultry Industry Preparation (State) Award.

Provided that:

- (a) Saturday (when worked as ordinary time) shall be paid at time and a half
- (b) The maximum ordinary hours per day shall not exceed 9 hours in the primary processing areas. (Hanging to Packing Section)
- (c) The total number of 9 hour days per week in the primary processing areas shall not exceed 2 per week.
- (d) The maximum ordinary hours per day shall not exceed 10 hours in the non-primary processing areas.
- (e) The total number of 10 hour days in the non primary processing areas shall not exceed 2 per week.
- (f) The maximum ordinary hours to be worked on a Friday shall not exceed 9 hours.
- (g) Day shift employee's ordinary hours can commence no later than 10. am and finish no later than 6 00.pm unless as prescribed by sub clause (h) of this clause.

- (h) By agreement only an individual employee may agree to Extend his/her ordinary hours finishing time beyond 6 00pm but no later than 8 00pm. Under no circumstances can any employee be harassed into extending their ordinary hours beyond 6.00pm.
- (i) Employee' who arrive late for their respective shifts (late Starters) can be allocated a later starting shift as an alternative to their normal shift.
- (j) An employee who is rostered on the late starting shift (i.e.) 10.00am) and that employee arrives late he/she will be offered flexi time during the ordinary span of hours for that week to make up their ordinary hours for the week.
- (k) The Company will undertake to guarantee a start by the last day shift starting time.

## **8. Rosters**

8.1 Rosters will be implemented section by section depending on work requirements.

- (a) Rosters shall be preset for the week for all employee's in all areas and shall specify a commencing /finish time of ordinary working hours. An employer shall not alter the roster of the ordinary hours of work except by giving not less than 48 hours notice unless as prescribed in (sub clause (b) of this clause
- (b) Changes to the roster may be made on a daily basis by agreement only between Employer and individual Employee. The Employer shall not make any unreasonable requests in respect of roster changes. This Provision also applies to employees requiring time off. Employees may apply to their Employer for time off who will consider any reasonable request.

## **9. Overtime**

9.1 Overtime in primary processing areas shall be paid in accordance with the Poultry Industry preparation (State) Award, however any employee who wishes may be paid in accordance with sub clause 9.2 of this clause.

9.2 Overtime for non primary areas shall be paid as follows:

The first 8 hours in excess of 38 hours per week (or 40hours per week where an accrued leisure system operates in accordance with subclauses (ii) (iii) of clause 5 accrued leisure time) of the (Poultry Industry Preparation (State) Award.

9.3 Overtime hours in excess of 8 hours shall be double time.

Notes

Calculations in 9.2 Above will be pro-rated for part weeks worked resulting from holidays, sick pay public holidays, or any other award, or statutory provisions.

9.4 In the event of a plant breakdown any additional hours worked in excess of rostered hours as a result of the breakdown shall be excluded from the overtime calculation 9.2 above and paid as follows:

first two hours shall be paid at time and a half

hours in excess of two hours paid at double time.

9.5 Employee' are required to work on 2 Saturdays per year, excluding Easter Saturday and Christmas Eve if it falls on a Saturday, and shall be paid the applicable overtime rate of pay. This shall not apply on any Saturday where work is carried out in accordance with sub clause 9.6 of this clause

- 9.6 Employee's are required to work on 2 Mondays per year, that fall on four day long weekends, and shall be paid the applicable overtime rate of pay. This shall not apply on any Monday where work is carried out in accordance with sub clause 9.5 of this clause.

#### **10. Meals Breaks**

- (i) The Company may introduce staggered meal breaks to allow for continuous processing.
- (ii) The meal breaks shall consist of 60 minutes and employees can be taken as follows 2×30minutes or 3×20minutes duration.

#### **11. Sick Leave**

Sick Pay shall be accrued on a weekly pro-rata basis. No employee shall be entitled to any less leave than provided under the award (i.e. 5 days first year, 10 days subsequent years.)

#### **12. Rostered Days Off**

- (i) The company shall offer all employees the opportunity to accrue a rostered day off in accordance with subclauses (ii) (iii) of clause 5 accrued leisure time) see the (Poultry Industry Preparation (State) Award which shall fall due after 19 ordinary working days, Monday to Friday, such time shall accrue on Public Holidays, paid sick leave, paid compassionate leave, and paid jury service.
- (ii) Rostered days off may be accumulated.
- (iii) There shall be a of three (3) months qualifying period before new employees, start to accumulate rostered days off during which time the employee's shall work no more than 7.6, 8.6, or 9.6 ordinary hours per day, depending on an employee's roster.
- (vi) The Rostered Day Off system shall not apply to employees whose job function is less than 7.6 hours per day (Hanging Area and Evisceration). However, if such job function reverts to 7.6 hours per day or more, such employee shall become entitled to the provisions of this clause.

#### **13. Casual Ratios**

- 13.1 Casual ratios shall remain at 1 casual employee to 5 permanent employees however, additional casuals can be used to fill vacancies for absenteeism and any leave provisions.
- 13.2 The Union and the Company agree to exceed these level during peak periods.

#### **14. Code of Behaviour**

- 14.1 A code of behaviour and Disciplinary system shall be introduced as outlined in Appendix A of this agreement.

#### **15. Wage Rates**

- 15.1 Pay Offer effective from date E.B.A. is signed /Approved:

4% Pay increase as of the 1st of December 2004

4% Pay increase as of the 1st of December 2005

4% Pay increase as of the 1st of December 2006

The rates of pay are set out in schedule A of this agreement.

The cool room allowance shall be the same for all cool room employees.

The parties agree that during the life of this agreement that further improvements in productivity, efficiency and flexibility based on the aims and objectives expressed in Clause 6 may be implemented. Wage increases resulting from sharing of measured real gains in productivity or efficiencies are available during the life of the agreement. Discussions in this regard shall proceed without any duress.

### **16. Weekly Attendance Bonus**

16.1 A weekly Attendance Bonus of \$30.00 is now being paid to all employees pro rata to casual employees.

16.2 Discretionary guidelines for payment of attendance bonuses

(a) Bonuses will be paid if an employee is absent for any of the following reasons:

Annual leave, Compassionate leave, Long service Leave.

Sickness that requires hospitalisation.

Serious personal illness supported by a Doctor's Certificate.

Planned day off by agreement.

Any other issues will be considered on an individual bases at the Plant Manager's discretion.

If an employee reports to work and subsequently goes off sick, the bonus will be paid.

(b) The Attendance Bonus will be payable in respect of Workers Compensation, Superannuation and Public Holidays.

(c) An employee who is late for work or is absent for any other reason other than those mentioned above or for any disciplinary procedures relating to attendance shall not be paid the attendance bonus.

(d) Notwithstanding any of the above the attendance shall be an all purpose rate and shall be included in the hourly rate of pay.

### **17. Consultative Committee**

A critical part of this agreement is the commitment by the company and employees to the ongoing overall review of the efficiency of and competitiveness of the company's operations. This review will continue to be conducted jointly by management and employees under the guidance of the Consultative Committee.

### **18. Dispute Resolution Procedure**

The objects of the Disputes Resolution Procedure are to:

- (i) promote resolution of disputes by measures based on consultation, co-operation and discussion;
- (ii) reduce the level of industrial confrontation; and
- (iii) avoid interruption to the performance of work and the consequential loss of production and wages.

Procedure relating to an individual employee.

- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state remedy sought.

- (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of this discussion, the employer must provide, in writing, a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While this procedure is being followed, normal work must continue.
- (vi) The employee may be represented by the Union.

Procedure for a dispute between an employer and employees.

- (i) A question, dispute or difficulty must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iii) While this procedure is being followed, normal work must continue.
- (iv) The employer may be represented by an industrial organisation of employer and the employees may be represented by the Union for the purpose of each procedure.
- (v) Each party retains the right to pursue any matter through the appropriate industrial forum and while this process is being pursued, work is to be made available and performed without prejudicing the outcome.

### **19. Duration**

This agreement shall come into force from the date of ratification and shall remain in force until 1 January 2007.

### **20. Signatories**

Signed for an on behalf of:

Cordina Chicken Farms Pty limited and

Cordina Foods Pty Limited ) \_\_\_\_\_

In the presence of ) \_\_\_\_\_

Dated this 15th day of December 2004

The Australian Meat Industry )  
 Employees' Union - New South )  
 Wales Branch ) \_\_\_\_\_

In the presence of

Dated this 15th day of December 2004

## **SCHEDULE A**

### **RATES OF PAY**

The following weekly rates shall be payable to employees in the respective classification from the agreed date.

CLASSIFICATION	HOURLY RATE	WEEKLY RATE
Level 1	\$13.90	\$528.50
Level 2	\$14.30	\$543.55
Level 3	\$14.53	\$552.25
Level 4	\$14.75	\$560.50
Level 5	\$15.58	\$592.12
Level 6	\$15.72	\$597.70

Attendance Bonus of \$30.00 per week shall be paid accordance with clause 15 wages rates, and clause 16 attendance bonus of this agreement and shall be added to the above rates of pay.

**SCHEDULE A RATES OF PAY and ATTENDANCE BONUS**

The following weekly rates shall be payable to employees in the respective classification from the 1st December 2005

CLASSIFICATION	HOURLY RATE	WEEKLY RATE
Level 1	\$14.46	\$549.65
Level 2	\$14.87	\$565.30
Level 3	\$15.11	\$574.34
Level 4	\$15.35	\$582.92
Level 5	\$16.20	\$615.80
Level 6	\$16.35	\$621.60

Attendance Bonus of \$30.00 per week shall be paid accordance with clause 15 wages rates, and clause 16 attendance bonus of this agreement and is incorporated in the above rates of pay.

**SCHEDULE A RATES OF PAY**

The following weekly rates shall be payable to employees in the respective classification from the 1st December 2006.

CLASSIFICATION	HOURLY RATE	WEEKLY RATE
Level 1	\$15.05	\$571.63
Level 2	\$15.47	\$587.90
Level 3	\$15.71	\$597.31
Level 4	\$15.95	\$606.25



Level 5	\$16.85	\$640.44
Level 6	\$17.01	\$646.45

Attendance Bonus of \$30.00 per week shall be paid accordance with clause 15 wages rates, and clause 16 attendance bonus of this agreement and is incorporated in the above rates of pay.

Casual Employee's shall be paid an hourly rate of one thirty eighth of the weekly rate plus 21% loading.

**ALLOWANCES**

All allowances shall be paid in accordance with The Poultry Industry Preparation (State) Award.

**APPENDIX A**

**CODE OF BEHAVIOUR**

**DISCIPLINARY PROCEDURE**

**1. General**

1.1 This disciplinary procedure is directed towards correcting and/or improving an employee's conduct on occasions when that conduct is unacceptable and to ensure the employee is treated fairly.

This disciplinary procedure, in the majority of cases, shall be used to assist an employee to understand Company policy and requirements.

1.2 the Company Disciplinary Procedure Consists of Three Levels: -

Level One - Formal Interview

Level Two - Warning

Level Three - Final Warning

1.3 The levels of discipline may or may not be administered in a sequential manner depending upon the situation (See Causes 7 & 8).

1.4 Throughout the application of the disciplinary procedure employees will be provided with the opportunity to present they're own view or the situation and reasons for their conduct. (See Clause 6). The circumstances surrounding an employee's action and the seriousness of those actions will determine what level of the disciplinary procedure is appropriate.

An employee may request a person of their choice, who may be a union delegate, to be present at all points in the procedure and should be informed of this at the outset of any disciplinary action.

1.5 When an employee disagrees with a formal interview or formal warning, a request to review the disciplinary action may be made by the employee or representative to the next level of line management. In the case of final warning, a request for review may be made to senior management through the immediate supervisor.

1.6 A written record of the application of all levels of the disciplinary procedure (except informal discussions) will be made available and placed on an employee's personal file, with a copy also to be made available to the employee at the time of the procedure.

1.7 The immediate supervisor and the Department Manager will conduct the disciplinary procedure.

**2. Level One - Formal Interview**

## 2.1 Informal Verbal Dialogue

This step should be used to outline relevant Company policy and requirements, and to correct any employee misinterpretation.

Continued informal discussions for the same or similar conduct by the employee will lead to a formal interview. The need to progress to formal interview will be established by the supervisor and will include consideration of the nature or the employee conduct, the frequency of informal discussions and the employee's response to previous informal discussions.

## 2.2 Formal

This step requires a detailed discussion of an employee's inappropriate conduct, and how the conduct is contrary to relevant Company policy and requirements (whether or not the employee is aware of the Company policy), and underlying reasons for the conduct and a participate commitment to correct and/or improve the area of concern. Formal interviews should be clearly seen and understood to have an assistance and educational function within the disciplinary procedure.

The procedure involves discussion of the following matters with the employee and documented accordingly:

2.2.1 What is required of the employee?

2.2.2 Where and how the employee's conduct does not comply with relevant company policy and requirements.

2.2.3 What is to be done by the employee to meet Company policy and requirements and appropriate steps which may assist the employee.

2.2.4 The outcome of failure to meet Company policy and requirements.

2.2.5 The duration for which this warning will remain effective is for six (6) months.

### **3. Level Two - Formal Warning**

Where an employee continues with inappropriate conduct after the formal interview level, or engages in misconduct of a minor nature, the supervisor shall investigate the matter and issue a formal warning in writing, indicating to the employee:

### **4. Level Three - Final Warning**

4.1 A final warning will only be issued when the specific conduct complained of persists and after the employee having received informal interview and written warnings in accordance with Clause 2.2 and 3 respectively.

Where an employee fails to meet Company policy and requirements after these warnings, the supervisor should issue a final warning. Final warning is the last step before an employee is dismissed and will be in writing.

The procedure for a final warning involves a review of the relevant disciplinary procedure to date or the misconduct and the offer to the employee of opportunity to prove an explanation.

4.2 The written advice of final warning issued to the employee will contain the following information:

4.2.1 A statement that this is a final warning.

4.2.2 Identification of the inappropriate conduct by the employee with reference to relevant company policy and requirements.

4.2.3 A summary of relevant disciplinary procedure to date

4.2.4 Detailing that a specific change is required in the employee's conduct and failure to achieve the specific change will lead to dismissal.

4.2.5 The duration for which this warning will remain effective is for twelve (12) months.

## **5. Dismissal**

Where an employee fails to meet the requirements clearly identified in the written advice of final warning or engages in serious misconduct, the supervisor should seek dismissal of the employee. Dismissal may take the form of dismissal with notice or it may be summary dismissal.

## **6. Opportunity to Respond**

At all stages of the disciplinary, employees will be given an opportunity to explain their conduct or to respond to allegations made against them. Employees subject to disciplinary action will be given a detailed account of any allegations made against them in order that they can respond.

## **7. Level of Discipline**

7.1 The levels of discipline outlined in the disciplinary procedure may or may not be administered in a sequential manner depending upon the situation.

7.2 The level of discipline appropriate in any particular situation will depend upon a number of factors including the seriousness of the conduct concerned, the circumstances in which such conduct occurs and any interviews/warnings, which are currently effective and relevant.

7.3 Many factors are involved in individual cases, and these must all be considered prior to instituting the level of the disciplinary procedure. Clause 8 below contains some general guidelines, which may help to indicate what level should be applied.

7.4 These guidelines are for the assistance of employees and union delegates, and should not be taken to limit the instances or manner in which the disciplinary procedure may be administered. The examples provided are not exhaustive and should not be taken to be exhaustive.

## **8. Guidelines for the Application of the Disciplinary Procedure**

The following areas of conduct may be addressed through informal discussions, formal interviews or formal warning depending upon the circumstances of each particular situation.

### **8.1 Level One - Formal Interviews**

8.1.1 Absenteeism

8.1.2 Late arrival for rostered starting time.

8.1.3 Malingering, neglect of duty, inefficiency.

8.1.4 Misbehaviour, disobedience, abuse, insubordination.

8.1.5 Breach of Company policies.

### **8.2 Levels Two and Three**

8.2.1 As above, but considered being of a more severe nature.

8.2.2 Discrimination (all types).

8.2.3 Sexual harassment.

8.3 Instant Dismissal

Areas of conduct deemed to warrant immediate dismissal in line with Award provisions and Company policies.

**9. Guidelines in the Administration of the Disciplinary Procedure**

Whilst the effectiveness of many disciplinary procedure involves many factors, the following key points are highlighted as being particularly important.

- 9.1 Responsibility for the administration of the disciplinary procedure belongs with an employee's Immediate supervisor and the Operations Manager in consultation with a union delegate if the employee chooses to involve the union delegate.
- 9.2 Administration of the disciplinary procedure depends upon the union delegate and supervisor's clear understanding of Company policies and requirements, and informing employees of these policies and requirements.
- 9.3 The disciplinary procedure should be applied:
  - Promptly with minimum delay.
  - Objectively i.e. focus upon the conduct concerned not the person involved.
- 9.4 Normal working relationships with the employee and supervisor should be re-established once the disciplinary procedure is complete.

**Disciplinary Procedure**

Level One - Formal Interview

Level Two - Warning

Level Three - Final Warning

Name \_\_\_\_\_

Department \_\_\_\_\_ Bundy Number \_\_\_\_\_

Manager \_\_\_\_\_

Union Delegate \_\_\_\_\_ Date \_\_\_\_\_

1) Nature of Problem \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Employee has been informed that this conduct consolidates a final warning for minor Misconduct or a second warning relating to a previous warning for similar incidents.

Yes \_\_\_\_\_

3) Employee comments \_\_\_\_\_

\_\_\_\_\_

- 
- 
- 4) To be rescinded \_\_\_\_\_ Six months from the above date.  
(Twelve months for level three warnings.)

**Disciplinary Procedure**

**NOTICE OF DISMISSAL**

Name \_\_\_\_\_

Department \_\_\_\_\_ Bundy Number \_\_\_\_\_

Manager \_\_\_\_\_

Union Delegate \_\_\_\_\_ Date \_\_\_\_\_

- 1) The above named employee will terminate as from \_\_\_\_\_  
In accordance with the Cordina Chicken Farms Pty Ltd Code of Behaviour.
- 2) Nature of Problem \_\_\_\_\_
- 3) Notice Period Required      Yes \_\_\_\_\_      No \_\_\_\_\_
- 4) Summary dismissal      Yes \_\_\_\_\_

**CORDINA CHICKENS PTY.LTD.RULES AND PROCEDURES**

1. All employees are required to commence work on time. If you are prevented from being on time , or need to leave your work station or area during your respective shift ,you must notify your supervisor before the start of your shift or before leaving your work station
2. All employees must start work at their rostered shift starting times and wash up after they have clocked off.
3. An employee who cannot attend work because of personal illness or injury shall contact his relevant Manager before the commencement of their rostered shift, or if that is not possible at the earliest time thereafter but within 24 hours
4. An employee shall furnish a certificate of a duly qualified medical practitioner prior to starting their rostered shift, where absence is 2 or more consecutive working days or where there is an absence on rostered working day either side of a public holiday or an RDO.
5. For the purpose of ascertaining whether or not an employee is or has been ill and Particulars hereof (including, where applicable, the estimated duration of is/her absence) the employer through any person appointed by his/her to interview employees for the purpose stated, shall have the right to interview any employee who has been absent from duty. Where a person so appointed is legally qualified medical Practitioner, the right to interview an employee shall include the right to examine the employee and any cost of such examination shall be the responsibility the employer.
6. Any employee who unreasonably refuses the interview or unreasonably prevents the examination as specified in paragraph (5) of this agreement, shall not be entitled to payment for the period during which he/she is absent from duty.

7. Work must be carried out and performed at all times to the standards required and directed by Cordina Pty. Ltd.
8. All accidents and injuries must be reported immediately to your shift manager.
9. Obey all directory signs and warning notices (NON SMOKING AREAS; HEARING PROTECTION) etc.
10. An employee absent from duty for more than 3 days without due notification under any leave, shall be deemed to have abandoned employment on the last day of duty.

The company will contact the employee to inform him/her of the situation by overnight registered parcel post Or equivalent to the last given address over the next 24 hours.

Please note that the employee shall except the responsibility of keeping the company in formed of any change of address or contact telephone numbers.

I ..... Understand and agree to comply with all company policy and procedures as out lined above. Failure to comply with these rules and procedures may result in disciplinary action.