

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/174

**TITLE: Bartter Enterprises Catching Employees Enterprise Agreement 2004-2005**

**I.R.C. NO:** IRC5/1179

**DATE APPROVED/COMMENCEMENT:** 24 March 2005 / 1 November 2004

**TERM:** 12

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 29 July 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 23

**COVERAGE/DESCRIPTION OF**

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

**PARTIES:** Bartter Enterprises Pty Ltd -&- The Australian Workers' Union, New South Wales

# **BARTTER ENTERPRISES CATCHING EMPLOYEES ENTERPRISE AGREEMENT 2004-2005**

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## **1. Title**

This Agreement shall be referred to as the "Bartter Enterprises Catching Employees Enterprise Agreement 2004 - 2005".

## **2. Preamble**

The Agreement is the result of co-operative discussions between Company Management, Catching Employees and the Australian Workers Union. The object of this Agreement is to improve the productivity performance of the Catching function of the Company and to provide improved employee benefits.

## **3. Parties Bound**

This Agreement shall be binding upon the following parties:

- (a) Bartter Enterprises Pty Limited (henceforth referred to as "The Company") whose place of business under this agreement is:
  - (i) Mc Williams Road Hanwood NSW 2680
- (b) The Australian Workers Union (New South Wales)
- (c) All Bartter Enterprises Catching employees covered by the Poultry Industry Livestock (State) Award (henceforth referred to as "the employees").

## **4. Relationship to Parent Award**

This Agreement shall be read in conjunction with the terms and conditions of the Poultry Industry Livestock (State) Award. Hereafter referred to as "the award".

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

#### **5. Duration of Agreement**

This agreement shall take effect from 1 November 2004 subject to being ratified by the NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION, and shall remain in force thereafter for a period of one (1) year. Approximately six (6) months and by no later than three (3) months prior to the expiration of this Agreement, the parties undertake to formally review and as appropriate to negotiate a further Agreement.

#### **6. Contract of Employment**

- (a) Employees shall be engaged on a full time, part time or casual basis. The parties agree that, where possible, full time employment is preferable.
- (b) A probationary period of three (3) months will be applied to all new employees. 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 by the giving of one (1) days notice except in the case of casual employees who may be given one (1) hours notice.
- (c) On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.

#### **7. Duties Flexibility**

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

#### **8. Further Claims**

Both parties agree to make no further claims affecting this agreement for the period prior to its ratification and for the life of the agreement.

#### **9. Introduction and Ratification**

- (a) It is agreed that the implementation of this new agreement shall occur from the date of agreement, ie 1 November 2004.
- (b) It is agreed that both parties will act to expedite the ratification of the agreement.

#### **10. Classification of Employees**

By the expiration of this agreement, a Catching Classification System will have been jointly considered by the Company and employee representatives. The objective of the system would be to expand on the current classification structure and provide a framework for the advancement of employees' skills in line with the needs of the Company. It is anticipated that the system would embrace both technical and personal skills and that incremental pay increases may be associated with levels in the system. A critical aspect when considering a new system would be the methodology for converting the current skill levels of employees to those of a new system.

#### **11. Wage Adjustment**

This agreement shall provide a wage increase to the employees' current rates of pay.

The negotiated wage increase shall be in one instalment as follows:

Year 1

A nominal or agreed 3% increase to the base rate shall be calculated on the current rates. All wages will be increased from the first full pay period after 1 November 2004.

Wage Schedule

Classification	Current Pay	3% increase as of 1 November 2004
Farm Hand	\$484.10	\$498.62
General Hand	\$467.40	\$481.42

The new wage rates will absorb any safety net or award base rate changes for the life of the agreement.

Please note that all Day Shift employees currently receive a 10% shift loading.

## 12. Productivity

Catching employees productivity shall be measured on quality and timeliness and based on the following Key Performance Indicators (KPI's). All employees shall;

Be responsible for the quality of his/her own work.

Undertake their duties in a safe and responsible manner, adhering to the Companies National Safety Program, including:

- reporting all hazards, unsafe practices and unsafe conditions;
- reporting all injuries and incidents;
- participating in scheduled safety walks/inspections;
- taking part in the risk assessment process.

Work in a team environment.

## 13. Attendance Standards

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.

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 leave, for example all sick days are on a particular day of the week such as every third Monday.

More than three (3) single day absences in any two (2) month period.

More than three (3) occasions on presenting late to work in any two (2) month period.

Leaving work on one occasion without notification.

The employee shall prove to the satisfaction of the Company that the employee was unable to attend for duty on the day(s) for which payment is claimed. The employee shall provide a Medical Certificate.

#### **14. Attendance Bonus Guidelines**

The objective of these guidelines is to provide a structured process which ensures that Catching employees of Bartter Enterprises Riverina operations:

are aware of the standards of performance and behaviour required from them in the course of their employment in regards to the Attendance Bonus.

to ensure that all activities and procedures associated with this Attendance Bonus are objective and procedurally fair.

The value of the Attendance Bonus will vary depending upon an employee's length of service and shift. Provided an employee adheres to the Attendance Bonus Guidelines, the following will apply;

An employee on their three (3) month probation will be paid \$75.00 per week.

An employee who has completed their three (3) month probation period and is employed on Day Shift will be paid \$100.00 per week.

An employee who has completed their three (3) month probation period and is employed on Night Shift will be paid \$125.00 per week.

These following guidelines recognise nine (9) types of Attendance Bonus situations:

Public Holidays and Union Picnic Day

Annual Leave

Sick Leave

Long Service Leave

Bereavement Leave

Parental Leave

Personal/Carer's Leave

Jury Service

Punctuality

(a) **PUBLIC HOLIDAYS and UNION PICNIC DAY**

If an employee is not scheduled and does not attend work on a Public Holiday and/or Union Picnic Day, that employee is entitled to payment of an Attendance Bonus for the day(s) absent. If an employee is scheduled to work on a Public Holiday and does not attend work, that employee is not entitled to payment of an Attendance Bonus for that entire pay week that the absent day(s) falls on.

(b) **ANNUAL LEAVE**

Annual Leave is paid at the ordinary pay rate which has been paid to an employee prior to taking leave. Ordinary pay is the employee's ordinary time rate of pay plus the weekly amount of the bonus usually received by the employee.

(c) SICK LEAVE

If an employee cannot attend work due to authorised personal illness or personal incapacity (excluding workers' compensation matters) per the Award, that employee is not entitled to payment of an Attendance Bonus for the absent day(s). If an employee cannot attend work due to unauthorised personal illness or personal incapacity (excluding workers' compensation matters) per the Award, that employee is not entitled to payment of an Attendance Bonus for that entire pay week that the absent day(s) falls on.

Please note that further to the Award, Clause 12 - Sick Leave (i) (c), the employee shall prove to the satisfaction of the employer that the employee was unable to attend for duty on the day(s) for which payment is claimed. The employee shall provide a medical certificate after three (3) single day absences in a 12 month period.

(d) LONG SERVICE LEAVE

Long service leave is paid at the ordinary pay rate which has been paid to an employee prior to taking leave. Ordinary pay is the employee's ordinary time rate of pay plus the weekly amount of the bonus usually received by the employee.

(e) BEREAVEMENT LEAVE

If an employee does not attend work due to authorised Bereavement Leave per the Award, that employee will not suffer any loss to their Ordinary pay.

(f) PARENTAL LEAVE

No bonus is payable where an employee takes parental leave.

(g) PERSONAL/CARER'S LEAVE

If an employee cannot attend work due to authorised Personal/Carer's Leave per the Award, that employee is entitled to payment of an Attendance Bonus for that entire pay week that the absent day(s) falls on. If an employee cannot attend work due to unauthorised Personal/Carer's Leave per the Award, that employee is not entitled to payment of an Attendance Bonus for that entire pay week that the absent day(s) falls on.

(h) JURY SERVICE

If an employee does not attend work due to authorised Jury Service per the Award, that employee will not suffer any loss to their Ordinary pay.

(i) PUNCTUALITY

If an employee is late to the bus, and as a result misses the bus, however attends work that same day through other means of transport, that employee is not entitled to an attendance bonus for that late day(s) only.

## **15. Occupational Health and Safety**

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

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

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

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

Employees are required to comply with the Riverina Safety Schedule and Safety Responsibilities Policy and Procedure.

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

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

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

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

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

#### **16. Superannuation**

The Company is committed to providing employees two alternatives to the current Bartter Superannuation Fund. These alternatives will be negotiated between the employees and Management.

#### **17. Disciplinary Policy and Procedures**

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.

The Discipline Policy and Procedure is detailed in Appendix 1.

#### **18. Redundancy Provisions**

See Appendix 2.

#### **19. Union Representatives' Rights**

- (a) For the purpose of this clause, "union representative" means an employee who is an accredited delegate of the union, or an employee who has been duly elected to represent one or more areas or shifts on the site.
- (b) A union representative is entitled to reasonable time off work without deduction of normal pay for the purpose of carrying out their functions. This includes, but is not limited to:
  - attending hearings and conferences in industrial tribunals;
  - investigating employee grievances;
  - representing employees in resolving grievances;
  - attending meetings with the company.

Provided that every effort is made to ensure that these absences do not unreasonably affect the operational efficiency of the site.

- (c) The company will release each union delegate for up to a total of 5 days unpaid leave (this means 5 days each delegate for the 2 delegates) to attend accredited trade union training courses, provided that the

employees provide 4 weeks' notice of their intention to attend such training and attendance at training does not effect business needs. This may be extended to 10 days per delegate if requested and approved by the company. All applications for leave pursuant to this clause should be made in writing as soon as practicable, but in any case not less than 48 hours prior to the leave being taken.

- (d) The union representatives will have easy access (for union business) to;  
  
telephone/photocopier/fax  
  
word processor or administrative support  
  
meeting room

## **20. Ongoing Agreement**

Should negotiation for renewal not be achieved prior to the expiration of this agreement, the terms and conditions of this agreement shall continue.

If at the conclusion of the agreement there is no subsequent agreement then the conditions of this agreement shall prevail.

## **21. Negotiating Committee**

The Negotiating Committee for the new agreement in 2005 will be made up of:

- (a) Representatives elected by the employees specifically for the role of Employee Representative EBA negotiating committee.
- (b) Management representatives selected by management.
- (c) The number of management representatives will not out number the employee representatives.

## **22. Disputes Procedure**

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

- (a) Discussion between the employee(s) concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisor(s).
- (b) Discussion involving the employee(s), union delegates and more Senior Management.
- (c) Discussion involving representatives from the Union(s) concerned and the Company's representative(s).
- (d) Discussion involving senior union official(s) and the Company's representative(s).
- (e) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (f) 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 Australian Industrial Relations Commission.
- (g) 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.
- (h) The Company and employees 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.



- (i) This procedure will be recognised by all employees and union representatives.
- (j) 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.

**23. Declaration and Signatories**

**Declaration**

This certified Agreement has been negotiated through extensive consultation between the Company, Employees and the Union. The contents of this Agreement have been canvassed with all parties.

All parties are entering into this Agreement with full knowledge as to the contents and effects of the document.

The parties declare that this Agreement is not contrary to public interest, is not unfair, harsh or unconscionable, reflects the interest and desires of the parties and was at no stage entered under duress.

**Signatures**

- (a) This agreement was made at Bartter Enterprises, McWilliams Road Hanwood NSW 2680.

Signed for and on behalf of

Bartter Enterprises Pty Limited

Name:

Title:

Signature:

Witness:

Dated this .....day of .....2004

Signed for and on behalf of

Australian Workers Union

Name:

Title:

Signature:

Witness:

Dated this .....day of .....2004

**APPENDIX 1**

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.

#### **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.

## **2. First Written Warning**

- (a) A First Written Warning is a punitive level of the disciplinary procedure.
- (b) A First Written Warning is issued in circumstances where one or more counselling sessions have failed to modify the work performance or behavioural standards as required; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of serious nature.
- (c) Before a First Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced, and that the process may eventually result in the employee's dismissal; and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- (d) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is.
- (e) The employee is to be asked if he/she has any comment in regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

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

- (f) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in 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.

### **3. Final Written Warning**

- (a) A Final Written Warning is a punitive level of the disciplinary process.
- (b) A Final Written Warning is issued in circumstances where one or more First Written Warnings have failed to modify the work performance of behavioural standards as require; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of an extremely serious nature.
- (c) In order that a decision to issue a final warning to an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of all or some of the investigative process.
- (d) Before a Final Written Warning is issued, the employee is to be advised that the disciplinary procedure has commenced and that the process could result in dismissal, and is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- (e) The manager or supervisor should have his/her supervisor/manager or the senior manager's nominee present at the final warning meeting.
- (f) The manager or supervisor must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify what the required standard is. Where appropriate, reference should be made to any reprimand or previous relevant disciplinary procedure in place.
- (g) The employee is to be asked if he/she has any comment regard to the stated problem. Due regard is to be given to the employee's views, and any mitigating circumstances taken into account.

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

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

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

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

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.

#### **4. Termination of Employment**

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

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PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED:

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EMPLOYEE COMMENT:

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

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

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

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

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

(If the employee declines to sign, note accordingly)

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

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

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

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

Copies: Employee

Union Delegate (where applicable)

Supervisor

Personnel Records

PRO FORMA DOCUMENT (b)

RECORD OF REVIEW - FIRST WRITTEN WARNING

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

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

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

IS THE REVIEW SATISFACTORY?

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PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;

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EMPLOYEE COMMENT:

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FURTHER ACTION:

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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

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

EMPLOYEE COMMENT:

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

DATE FOR REVIEW:

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

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

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

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

(If the employee declines to sign, note accordingly)

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

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

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

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

Copies:      Employee

Union Delegate (where applicable)

Supervisor

Personnel Records

PRO FORMA DOCUMENT (D)

(DATE)

(NAME)

(SITE ADDRESS)

Dear (NAME),

**CONFIRMATION OF FINAL WRITTEN WARNING**

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

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

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

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

Yours faithfully

(employing company)

(Supervisor's name)

(SUPERVISOR'S TITLE)

Copies:      Employee

Union Delegate (where applicable)

Supervisor

Personnel Records

PRO FORMA DOCUMENT (E)

**RECORD OF REVIEW - FINAL WRITTEN WARNING**

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

NAME \_\_\_\_\_

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

IS THE REVIEW SATISFACTORY?

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PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;

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EMPLOYEE COMMENT:

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FURTHER ACTION:

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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 2**

**BARTTER ENTERPRISES PTY LIMITED**

**Riverina Livestock (Catching) Agreement**

**Redundancy Provisions**

General

In the event that a decision is made to restructure any of the Company's operations, it is the Company's objective to re-deploy all personnel from the affected areas to other employment within the Company. However, we recognise that despite all our best efforts, the objective may not be practically achieved and if any employee cannot be suitably re-deployed on a mutually agreed basis, the provisions of this Redundancy Agreement shall apply. This does not mean that employees can automatically choose to be paid a redundancy payment. Each case will be treated on its individual merits

If redeployment is achievable, further to ensure suitability of employees to their new position the following shall apply:

- (a) If the position is similar to that of their previous position, a work trial period of 4 weeks shall apply to the redeployment. During this time the employee and the manager of the new department shall meet on a regular basis to discuss any issues or concerns.

If such concerns or issues cannot reasonably be resolved, the employee has the option to take redundancy payment.

- (b) If the position is fundamentally different to that of their previous position, a work trial of 6 weeks shall apply to the redeployment. During this time the employee and the manager of the new department shall meet on a regular basis to discuss any issues or concerns.

If such concerns or issues cannot reasonably be resolved, the employee has the option to take redundancy payment.

### **1. 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.

"Agreement " means the Bartter Enterprises Catching Employees Agreement 2004 - 2005.

"Casual employee" 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 employee" means an employee whose rostered hours of work are less than an average of 38 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/s 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 3 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 AWU.

"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.

"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.

## **2. Consultation**

Where the Company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the Union. The Company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The Company and the Union will jointly seek alternatives to redundancies.

## **3. 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 annual and long service leave; and
- reducing the hours worked by part time employees.

## **4. Notice of Redundancy:**

- (a) Employees to be made redundant will receive 4 weeks' written 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.

## **5. Payments Upon Termination of Employment:**

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

- (a) 4 weeks' pay for each year of service, calculated to completed quarters; provided that the total payment made, including the payment in lieu of notice if the 4 weeks notice period is not given, will not exceed 56 weeks' pay. Such payment will be paid over not more than 3 instalments over a six month period from the redundancy date and will be in accordance with the following:

Where total redundancy payments are less than \$10 000, the entire amount will be paid on termination.

Where total redundancy payments are between \$10 001 and \$15 000, the amount will be paid in two equal instalments. The first payment will be made on termination, the second payment will be made three months from this date.

Where total redundancy payments are more than \$15 001, the amount will be paid in three equal instalments. The first payment will be made on termination, the second payment will be made three months from this date, and the final payment will be made 6 months from the termination date.

- (b) Accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award will be paid on termination.
- (c) Accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments 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.

#### **6. 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 5(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 5(c) of this Agreement.

#### **7. Resolution of Disputes:**

Where the Union/s have a grievance or claim in relation to the application or interpretation of this Agreement, it shall be raised in the first instance with the Company's Director - Human Resources or her nominee. If the grievance or

claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution in accordance with Clause 3.2 of the Award.

Whilst the grievance or claim is being resolved, the Union will not take any form of industrial action.