

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/28

**TITLE: Bartter Enterprises Pty Limited Beresfield Operation
Livestock Agreement 2005-2008**

I.R.C. NO: IRC5/5242

DATE APPROVED/COMMENCEMENT: 14 October 2005 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/174.

GAZETTAL REFERENCE: 3 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed Bartter Enterprises Pty Limited, located at Hawthorn St, Beresfield NSW 2322, who fall within the coverage of the Poultry Industry Livestock (State) Award. However, this agreement covers employees who would reasonably be expected to be covered, given the nature of the work performed under the agreement.

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

Bartter Enterprises Pty Limited

Beresfield Operations

LIVESTOCK AGREEMENT

2005 - 2008

Operation of Agreement and Parties Bound:

This Agreement shall come into effect on 1 July 2005 and remain in force until 30 June 30 2008. All parties agree to start negotiations 3 months prior to the expiration of this agreement.

This Agreement shall be read and interpreted in conjunction with the Poultry Industry Livestock (State) Award, provided that where there is any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

This Agreement shall be binding on the Australian Workers Union, New South Wales Branch and Bartter Enterprises and employees in the following areas:

- Blackhill, Hinton, Thornton and Morpeth farms
- Tenam live bird pick up
- Beresfield Hatchery

Objectives of Agreement:

The Company recognises the effort of all employees throughout the period of the last Agreement and significant improvements have been realised. With strong market competition northern NSW needs to be even more focussed on business improvement. Through continued consultation and participation by all parties, the objectives of this Agreement are:

- Continuous improvement in quality of products and customer service
- A work environment where people can contribute to the progress of the business
- A commitment to employee training and development.
- Continued support of safety initiatives
- Introduction and maintenance of world class practices in all activities of our business.

Development of further Agreements:

During the term of this Agreement, the Company and the Union may agree to develop Agreements that apply to particular parts of the Company's operations. These may include annualised salary Agreements, provided that the principles of the 1998-2000 Basis of Settlement to apply. Including the requirement that the introduction of annualised salary Agreements must be by consent between the Company and the Unions. Any such Agreements must be by amendment or addition to the current Agreements ratified by the IRC.

No extra claims:

The parties undertake not to pursue any extra claims during the life of the Agreement.

Wage increases:

Wages and salaries for all employees will be **increased by 4%**, with effect from the first full pay period to commence on or after 1 July 2005.

With effect from the first full pay period to commence on or after 1 July 2006, all purpose rates will be **increased by 4%**.

With effect from the first full pay period to commence on or after 1 July 2007, all purpose rates will be **increased by 4%**.

Allowance increases:

Other than for shift allowance, all allowances will be increased by the quantum of this Agreement. As per the "no extra claims" clause of the 1998-2000 Agreement there will be no retrospective increases.

Public holiday loading:

All Agreements and awards will be varied to provide that where an employee is required to work on a public holiday, the penalty will be double time: that is a total of triple time for the day.

With Agreement between the employee and the Company, an employee who works a public holiday may elect to take payment for working as double time payment and a day off in lieu.

The day off in lieu must be taken with least disruption to operational efficiency and must be agreed with the Company.

Family Responsibility:

The Company recognises the need for employees to balance work and family commitments. Within business requirements, every effort will be made to provide conditions of employment that are family friendly.

The Company's commitment to a family friendly workplace will also include consultation with employees and their Union before the implementation of any changes to hours and conditions of employment.

Parental Leave

The Parental Leave provisions of the Industrial Relations Act 1996 (NSW) will apply to employees engaged under this agreement. Qualifying employees will be entitled to extend the period of unpaid Maternity Leave of 52 weeks to a total period of 78 weeks under the following arrangements:

Employees can access all outstanding Annual and Long Service Leave entitlements (including pro-rata Annual Leave up to the date of commencement of leave) immediately prior to or after the 52 weeks, special unpaid leave can be taken by agreement to extend the period to a maximum of 78 weeks. The Company will not unreasonably refuse requests for Special Unpaid Leave. The company commits to consider carefully all requests from people returning from Maternity leave to work part time.

Single Bargaining Unit:

The existing Single Bargaining Unit arrangements, including representation and consultation will remain in place. As previously agreed with the Unions, the independent profitability review will not be carried out in the future.

The Company has concerns over the size of Single Bargaining Unit and suggests the following compilation:

5 x AMIEU delegates	1 x AMIEU official
1 x ETU delegate	1 x ETU official
1 x AMWU delegate	1 x AMWU official
2 x NUW delegates	1 x NUW official
1 x ASU delegate	1 x ASU official
5 x AWU delegates	1 x AWU official
2 x TWU delegates(Mill & Tenam)	1 x TWU official
1 x SAWEPA (VAN DRIVERS)	1 x SAWEPA official
3 - 6 Company representatives	

Any changes to these numbers, replacements or additional, to further enhance communication to our employees will be considered by the Company on a case by case basis.

Union delegate’s attendance at Single Bargaining Unit:

Union delegates and co-delegates who are required to attend Single Bargaining Unit meetings will be entitled to the following:

No loss of ordinary time earnings

In the case of employees who are rostered off, single time for the duration of the meeting and; In the case of employees who are rostered to work a night shift immediately prior or after the Single Bargaining Unit meeting, the Company will seek to reschedule their work such that the employee has at least 8 hours off prior to the Single Bargaining Unit meeting. If the employee’s work cannot be re-scheduled, the employee will cease work 8 hours before the commencement of the Single Bargaining Unit meeting without deduction of ordinary pay.

Union representatives leave

- (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
 - Representing employees in resolving grievances
 - Attending meetings with the Company
 - Attending regular delegates meetings, provided that the Company's exposure is limited to 1 hour and
 - Investigating employee grievances

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

- (c) Union representatives are entitled to take leave without deduction of normal pay for the purpose of attending Union training seminars and courses. The maximum number of paid days available to all Union representatives in any calendar year will be 12.
- (d) 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.

Right Of Entry

The Companies will provide “right of entry” to the Beresfield Site for the purposes of servicing employees and workplace inspection. It is agreed that prior to arriving at site where possible the union will contact the Company to notify of the visit. Union officials shall ensure that Company regulations will be respected.

The Companies will induct all Union Officials as visitors however they must be accompanied by a fully inducted person if they leave the office areas.

Anti-Discrimination:

1. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*.
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Contractors:

The Companies will manage their operations in the most efficient and cost effective manner possible. From time to time, this will mean that contractors will be engaged either permanently or on an ad hoc basis. Generally contractors will be utilised in situations where:

- the skills, equipment or management resources are not available in-house eg; plumbers;
- the work concerned arises infrequently;
- contractors are able to perform the work at significant cost-advantages;
- employees are incapable of carrying out the work in question;
- the work is related to a specific piece of equipment which is covered by a service contract or warranty arrangement; or
- there are short term significant increases in workload which cannot be reasonably covered by in-house personnel.

Where the Companies intend to transfer significant work from employees to contractors, it will consult with employees and the relevant Union prior to engaging contractors, unless the work is urgent, and such consultation is not feasible. In this context, “significant” means that the work concerned is likely to result in reductions in the Companies’ workforce. Where there is disagreement as to the use or proposed use of contractors, the matter shall be resolved pursuant to the disputes procedure.

Drugs and Alcohol

In the interests of Workplace Occupational Health and Safety Company and the Union will develop a fair system of testing for Drug and Alcohol during the term of this Agreement. Any program will be agreed prior to implementation. The Company will implement an Employee Assistance Program prior to these discussions.

Team Leaders

The Company will during the life of this Agreement review the roles, responsibilities, training and performance measures related to Leading Hand positions with the view to a more appropriate system. Any new award based system will be agreed with the appropriate people and union prior to implementation.

Disciplinary Process

Suspension without pay can be applied for periods up to twenty (20) shifts as a punitive action in the event of a serious or willful misconduct if the parties agree that this is a more suitable remedy to termination of employment.

Sick Leave

All employees will be required to notify the Company of any absence due to sick leave before the commencement of rostered work, unless unforeseen circumstances arise.

All employees will be required to provide medical certificates to the company if sick leave is claimed in any of the following situations:

- (a) A sick leave day is claimed immediately before or after a public holiday, rostered off day; or annual leave day
- (b) Any sick leave claimed extends for more than 2 consecutive days:

- (c) Any single sick leave day claimed in any 12 month period when the employee has had more than 3 single sick leave absences.

An employee who has in excess of 10 day's sick leave accrued will not be required to produce a medical certificate except as described in (a) of this Clause unless the absence exceeds three days.

Transmission of Business

This clause shall cover the transmission of any section of the current Beresfield Site covered by this Agreement to another party whether by agreement or by operation of law.

Definitions:

In this clause:

“another party” shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within industry.

Transmission of business or work:

Where the Company makes a definite decision to transmit some or all of the business covered by the scope of this agreement to another party, the Company will notify the employees who may be affected by the proposed changes and the Unions.

As soon as practicable after the decision has been made to transmit such business, and not less than 4 weeks before the proposed transmission is to take place will advise the affected employees and the relevant unions about the likely effects of its decision on those employees.

At the same time as the discussions referred to in sub-clause 22.2.2 above, the parties shall commence communication regarding the proposed transmission of business including the following:

the reasons for the proposed transmission of business;

any available alternatives to such transmission of business;

measures to avoid or minimize the effects on the employees of the transmission of business including the availability of alternative employment.

If the Company has determined to proceed with the transmission of business, then the Company shall seek to:

Make it a condition of any contract that it enters into with another party with respect to the transmission of business that if an employee transfers on transfer they are to be offered wages and conditions equal to this Agreement.

or

Provide an offer of employment within the Company wages and conditions not inferior to those currently received by the employee if such a position exists.

or

By agreement, provide a transfer to a position within the Company with conditions of employment less than current conditions at which time the difference in entitlements shall be paid out to the employee, if such a position exists.

Ongoing Employment:

Where the Company obtains alternative employment for the employee or transfers with the business in accordance with Clause 22.2.4 the employee shall not be entitled to redundancy pay.

Redundancy:

Where the employee cannot be found employment in accordance with Clause 22.2.4 within the Company or with another party the employee shall then be entitled to redundancy.

Annexure 1

BARTTER ENTERPRISES PTY LIMITED

Beresfield Operations - Statement Of Policy

Occupational Health & Safety

Steggles Limited will manage its operations so as to ensure the safety and health of employees, contractors and the wider community.

The success of the Company's occupational health and safety effort rests on the following principles:

- all injuries can be prevented;
-
- managers and supervisors are responsible for ensuring that systems, procedures and conditions of work are such that work can be accomplished without injury or risk to health;
-
- the prevention of injury and the maintenance of health are primary considerations in all actions and are the responsibilities of each employee;
-
- all employees are required to be aware of and trained in the safe working procedures applicable to their tasks; and
-
- all employees are required to exercise good judgement in completing tasks, and to ensure that their actions do not create hazards to themselves or other employees.

The pursuit of excellence in occupational health and safety is to receive the same priority as other business imperatives, including customer service, quality and cost.

Annexure 2

BARTTER ENTERPRISES PTY LIMITED

Beresfield Operations - Statement Of Policy

Drugs and Alcohol

The use of alcohol and other drugs (prescribed or illegal) at or before work poses a safety risk to employees, consumers and the wider community. In order to comply with the requirements of the Company's safety policy and the NSW Occupational Health and Safety Act, the following rules apply to the use of alcohol and other drugs:

1. Employees, contractors and visitors are not permitted to enter or remain on the Beresfield site if they are under the influence of any drug or substance which may impair their capacity to work or behave in a safe manner; or if they are in possession of any such drug or substance.
2. All employees are required to advise their supervisor or other manager if they become aware that any person on the site may be under the influence of alcohol or any other drug.
3. Any employee or contractor who is taking a prescribed drug or other medication must advise the site Health Centre of the details of the medication and the condition for which it is being taken.
4. The Beresfield site is a "dry" site – that is, no alcoholic beverages may be provided or consumed by any person on the site. Any social functions or activities where alcohol is to be provided or consumed must take place off-site at suitable licensed premises.
5. These requirements apply to Company vehicles; farms; hatcheries; and other Company facilities located in the Beresfield area or incidental to Beresfield site operations.

Where there is a breach of these rules; the Company will apply its Disciplinary Policy and Procedures to each individual case. In some circumstances this may include the provision of counseling or other external support services.

Where an employee is unable to attend the site at their rostered starting time, they should follow the usual procedures for casual absences due to sickness. Employees who take excessive or regular sick leave in order to comply with these rules may be subject to disciplinary action; up to and including termination of employment.

Annexure 3

BARTTER ENTERPRISES PTY LIMITED

Disciplinary Policy and Procedures

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.

BARTTER ENTERPRISES PTY LIMITED

Disciplinary Procedures

1. **Levels:**

This policy recognises four levels of disciplinary procedure:

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

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

2. **Counselling:**

- (a) Counselling is an informal process whereby employees are advised of unsatisfactory work performance. Counselling is an integral part of the management of employees, and should be a two way communication process.

The object of a counselling process is to advise the employee of what standards of work performance, or behaviour are required; to show where the employee is not meeting the required standard; and to ascertain whether there are any requirements for additional training or other resources in order that the employee can meet the required standards.

- (b) A formal record of a counselling process need not be made, however it may be appropriate for a file note to be placed on the employee's file.
- (c) A series of counselling sessions may result in a First Written Warning being issued.

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" in Part Three of this Policy. 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" in Part Three of this Policy. 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" in Part Three of this Policy. 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" in Part Three of this Policy. 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" in Part Three of this Policy. 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.

BARTTER ENTERPRISES PTY LIMITED

Pro Forma Documents

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

- (a) Disciplinary Policy and Procedures Record Form
- (b) Letter of Termination

PRO FORMA DOCUMENT - Letter of Termination

(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

Annexure 5

BARTTER ENTERPRISES PTY LIMITED

NSW Operations

Redundancy Provisions

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.

“Award” means the Bartter Enterprises (Beresfield Operations) Livestock Agreement.

“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 4 of this Agreement; or
- (g) the sale or transfer of some or all of the Company's business where continuity of employment is offered to employees.

“The Company” means Bartter Enterprises.

“The Union” means the 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. Where employees are engaged on annualised salary Agreements, a week’s pay is determined by dividing the annual salary by 52.

“Work Area” means a discrete functional or geographical part of the Company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/Agreement classification and/or Union coverage.

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 accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.

4. **Selection For Redundancy:**

(a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the Company's operational requirements are met by the termination of employment of such volunteers.

(b) In the event that there are insufficient volunteers, or the Company's operational requirements would not be met by the termination of employment of volunteers; the Company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- long term operational requirements as to employee skills, experience and potential; and
- considerations of seniority, equity and fairness.

(c) In the event that there are more volunteers for redundancy than are required by the Company; the Company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - the Company's medium and long term skill requirements; and
 - other things being equal, those employees with the longest service shall have first preference for redundancy.
- (d) Where the Union disagrees with the Company's determination pursuant to this clause, it is entitled to have the Company's determination reviewed pursuant to Clause 31 of the award.

5. **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.

6. **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;
- (b) a further 4 weeks' pay for each year of service, calculated to completed quarters; provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.
- (c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and
- (d) 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.

7. **Assistance to Secure Alternative Employment:**

The Company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the Company will, through its preferred outplacement service provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The Company and the Union will discuss the appropriate level of outplacement support prior to any program being initiated.

8. **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 6(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 6(c) of this Agreement.

9. **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 NSW Human Resources Manager 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 31 of the Award.

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

Annexure 6

CLOSURE OF FARMS AT HINTON, BLACKHILL, MORPTETH

Memorandum of Agreement Between Australian Workers Union and Bartter Enterprises

This document clearly defines the position agreed by the Australian Workers Union representing those employees employed at the livestock and primary breeding operations and the Warabrook Hatchery and the management of Bartter Enterprises Hunter Valley in relation to the closure of those operations. This Agreement shall remain effective until 30th November 2002.

General

In keeping with the intent of the NSW Operations Redundancy Agreement it is the company objective to re-deploy all personnel from the livestock operations 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 the NSW Operations Redundancy Agreement shall apply.

Further to ensure suitability of employees to their new position, a work trial period of 6 weeks shall apply to each redeployment. At any time during the trial the employee can request and be relocated back to their former location.

Re-deployment.

The Company will plan to manage the relocation of employees in a controlled manner over the next two years. Georgie Landy has taken on the role of coordinator and people should contact her directly on 4447 if they have specific employment concerns. Job Descriptions have been prepared and will be made available at each location. Interviews will be conducted with each employee to ensure a clear understanding of their preferences. Additionally we will ensure all job vacancies are sent to the locations and will arrange tours of the Plant for employees to look at the available jobs and location. Personnel seeking to relocate to Griffith will be treated on an individual basis.

During this process we will be moving employees around on the farms to ensure that we can retain effective operations during this period and there may be short delays.

Safety and People with Injuries

Those employees who are currently involved in rehabilitation programs and request a transfer will be provided work trials in other roles if the medical prognosis permits. However, our employment procedures are quite specific and require individuals to undertake a medical examination/assessment, to determine if the work in the target role will most likely cause deterioration of any existing physical condition. As a responsible employer we will not knowingly place an individual at risk of further aggravation of an existing injury.

SIGNATORIES

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print:..... Witness Name

Signature..... Signature.....

Position:..... Date.....

Date:.....

Signed for AND on behalf of: Australian Workers Union – Newcastle, Central Coast and Northern Regions Branch (AWU)

Name Print:..... Witness Name

Signature..... Signature.....

Position:..... Date.....

Date:.....