

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/126

TITLE: Bartter Enterprises Marsden Park Clerical Agreement 2000-2002

I.R.C. NO: 2001/7977

DATE APPROVED/COMMENCEMENT: 27 March 2002/1 July 2002

TERM: 30 June 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 41

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the company engaged pursuant to the Clerical and Administrative Employees (State) Award

PARTIES: Bartter Enterprise Pty Ltd -&- the Federated Clerks' Union of Australia, New South Wales Branch

BARTTER ENTERPRISES

Marsden Park

CLERICAL AGREEMENT 2000 - 2002

ARRANGEMENT

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<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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1. Operation of Award and Parties Bound

This Agreement shall come into effect on July 1st 2000 and remain in force until June 30th 2002.

This Agreement shall be read and interpreted in conjunction with the Clerical and Administrative Employees' (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 Federated Clerks' Union of Australia, New South Wales Branch and Barter Enterprises

2. Wages

Wages and salaries for all employees will be **increased by 3%**, with effect from the first full pay period to commence on or after 1 July 2000.

With effect from the first full pay period to commence on or after 1 July 2001, all purpose rates will be **increased by 4%**.

Grade	Rate from 1 July 2000	Rate from 1 July 2001
Grade 1	486.20	505.65
Grade 2	525.30	546.31
Grade 3	536.20	557.65
Grade 4	560.42	582.84
Grade 5	628.20	653.33

3. Allowances

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.

An employee who has worked overtime for more than one and a half hours after his/her normal finishing time (and who was not notified of the requirement to work overtime no later than the previous day) shall be paid a meal allowance.

4. Public Holidays

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.

5. Time off in lieu of payment for overtime

An employee may elect, with the consent of the company, to take off in lieu of payment of overtime at a time or times agreed with company within twelve months of the said election.

Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

If having elected to take time off as leave and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

Where the employee does not elect time off in lieu payment shall be at the overtime rates specified in the award.

Notation:

Section 129 of the Industrial Relations Act 1996 requires that the company must keep records of remuneration paid and hours worked by employees.

6. 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.

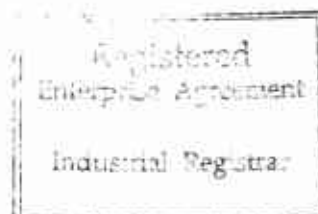
The Company's commitment to a family friendly workplace will also include consultation with employees and their union before the implementation of any changes to hours and conditions of employment.

7. Representation, Consultation and Sharing of Information

The following arrangements will be maintained or introduced to ensure that Unions, employees and the Company maintain full and open communications.

A Communication Committee will be formed and will meet on a regular basis to discuss issues relating to the workplace and issues effecting the work of the employees.

Industrial issues will not be discussed by this committee



8. Job Description

Each clerk employed under this agreement, shall, in consultation with their supervisor/manager develop a Position Description.

Once approved, each employee will be issued with a status of employment letter detailing their position and performance criteria for that position.

9. Performance Appraisals

A system of regular performance appraisals will be developed in conjunction with the Communication Committee. Such system will be implemented no later than 1 July 2001.

10. No extra claims

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

11. Recognition of Unions and Union Delegates

The Company recognises the Union as the principal representative body for clerical employees at Marsden Park. During the life of the Agreement, the Company will:

- . not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;
- . not employ any relevant employees under an Australian Workplace Agreement;
- . encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to Union Delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and
- . provide reasonable time off (without loss of pay) for Union Delegates to carry out their functions and to undertake training, provided that Company operations are not unduly affected.

12 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
- 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.

13. Redundancy Agreement

The New South Wales Operations Redundancy Agreement will form part of this Agreement. A copy of the Redundancy Agreement is annexed as Attachment 1.

14. Part Time Employment

(i) The company may employ part-time employees.

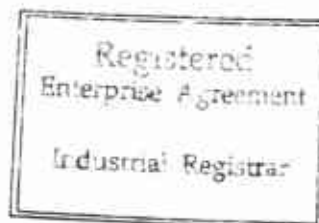
(ii) Part-time employees shall have a minimum start per occasion of three continuous hours, other than as provided below:

(iii) A part-time employee may have a minimum start of two continuous hours, on two or more days per week, provided that:

(a) a two hour start is sought by the employee to suit their personal circumstances. Details of the employee's circumstances shall be recorded on file, and a copy provided to the union; or

(b) the employee resides within 5 kilometres from the site at which they are or will be normally employed.

(iv) The average maximum number of ordinary hours worked per week must not exceed 36.5.

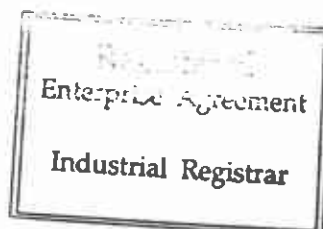


- (v) Part-time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.
- (vi) If a part-time employee agrees to work additional hours in addition to those specified as minimum hours, those additional hours will be paid at the same rate as paid to full-time employees of the same classification.
- (vii) No overtime payments are made unless and until the hours worked by the part time employee fall outside the ordinary full-time hours applicable to full-time employees.
- (viii) By consent, a part-time employee may have their "fixed" hours and days varied, provided that they are consistent with the provisions of this clause.
- (ix) A full time employee may apply to become a part time employee. Such applications will be assessed against the needs of the business.
- (x) Employees may apply to commence a job sharing arrangement. Such applications will be assessed against the needs of the business.
- (xi) All part time employees will be entitled to all benefits and conditions as for full-time employees, provided that such benefits and conditions will apply on a pro-rata basis.
- (xii) No employee who is engaged on a permanent basis as at 1 September 1999 will have their existing conditions of work varied without their consent.
- (xiii) Part time employees who have been employed for 12 months or more as casual employees will have 5 days (pro rata equivalent) sick leave credited in advance upon transferring to part time employment.
- (xiv) Part time employees who have been employed for 24 months or more as casual employees will have 10 days (pro rata equivalent) sick leave credited in advance upon transferring to part time employment.
- (xv) The company will progressively reduce its reliance on casual labour to carry out regular work, and transfer the work and the employees to part time status. The provisions of the NSW State Part Time Work Case [(1998) 78 IR 172] will form the basis of conditions for part time employees.

15. Rostered Days Off

By mutual agreement between an employee and the Company:

- up to 8 RDO's may be banked.
- RDO's will be banked during periods of peak production, including Christmas and Easter;



- . banked RDO's may be taken at any time provided it is agreed between the employee and the Company;
- . an employee can arrange to swap RDO's with another employee with comparable skills by agreement with the Company;
- . an employee is required to give 72 hours notice of intention to take a banked RDO; and
- . the taking of banked RDO's will not attract the payment of any loading or penalty.
- . RDO accrual entitlements shall be paid out on termination of employment.

16. **Compassionate Leave**

An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to: husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father-in-law, brother/sister-in-law, grandparents or grandchildren. Each situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.

An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

17. **Annual Leave**

The provision of the NSW Annual Holidays Act 1944 will apply to the treatment of annual leave other than as provided below:

- . annual leave may be taken in blocks of 5 or more days; and
- . on reasonable grounds and by agreement with the Company, employees may take annual leave in blocks of 1 day.

Annual leave may be accrued for up to 2 years. In such situations, the following conditions will apply:

- . the employee must seek the Company's approval once 20 days' leave has been accrued;
- . employee's applications will be assessed on merit and against the site's operating requirements.



- . leave accrued pursuant to this subclause may not be automatically granted in periods of peak production; and
- . leave accrued pursuant to this sub-clause will be paid for at the rates applicable at the time the leave was accrued. Thus the first four week's leave will be paid at the all-purpose rate of pay in place at the time the leave was accrued, and the second four week's leave will be paid at the current all-purpose rate.

18. Sick Leave

The following arrangements apply to sick leave:

- . permanent employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to five days' sick leave during the first year of service and ten days during the second and subsequent years of service;
- . employees are required to notify the Company of any absence due to sickness prior to the commencement of rostered work, unless it is impractical to do so. Employees' notification shall be made according to the procedure specified by the Company. This procedure may be varied from time to time.
- . where sick leave is claimed for a day before or after a public holiday or RDO, a certificate must be provided; and
- . employees are required to provide medical certificates to the Company if sick leave is claimed for an absence of 2 or more consecutive days; or if sick leave is claimed for an absence of 1 day where the employee has had more than 3 single day sick leave absences in any 12 months period. An employee who has in excess of 10 days sick leave accrued will not be required to produce a medical certificate unless the absence exceeds 3 days.

19. Resolution of Disputes and Grievances

In the event that any grievance or dispute arises every effort will be made to resolve the issue at the local level. The parties are committed to speedy resolution of the issue in accordance with this procedure:

- (a) The grievance or dispute should be raised by the employee or employees with their immediate manager, who will respond within two working days, unless there are reasonable circumstances preventing a response in that time.
- (b) If the grievance or dispute is unresolved, the Union Delegate or Union Official will raise the issue with the Operations Manager (or their nominee) who will respond within two working days, unless there are reasonable circumstances preventing a response in that time.

- (c) If the grievance or dispute remains unresolved, the Union may elect to refer the matter to the Single Bargaining Unit (SBU). The SBU shall convene a meeting of officials, appropriate delegates and senior management as soon as possible. The SBU meeting will attempt to resolve the issue and/or determine an appropriate procedure for resolution of the dispute.
- (d) If the grievance or dispute remains unresolved it is to be notified to the Industrial Relations Commission of New South Wales for conciliation, and arbitration if necessary. The Commission's decision will be final.
- (e) If the dispute concerns the dismissal of an employee for disciplinary reasons, at the Union's request the Company will revoke the dismissal and suspend the employee without loss of normal pay while the matter is discussed under this clause. The employee will remain suspended for the duration of the process outlined above (sub-clause [a]).
- (f) If the matter is not resolved, the employee's suspension will cease at the conclusion of conciliation referred to in sub-clause (d) above and the dismissal will proceed without prejudice to the rights of the employee, the Union or the Company.
- (g) There is to be full continuity of operations without any restrictions on normal work while the dispute resolution procedures are carried out, provided that there is no risk to employee's health and safety.
- (h) In this context "normal" means that the work will be carried out in the same manner as applied immediately prior to the occurrence of the dispute or grievance.

20. Company Policies and Standards

All employees will comply with all Company policies and standards as amended from time to time. In particular, the employees are required to comply with the Company's Occupational Health and Safety Policy and its Drug and Alcohol Policy.

Changes to the policies and standards will be introduced by consultation.

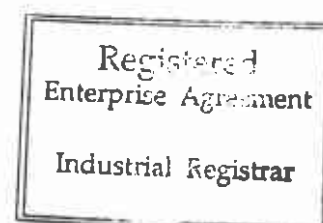
21. Training

1. The parties to this agreement recognise that in order to increase efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

Accordingly the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce.

- (b) Providing employees with career opportunities through appropriate training to acquire additional skills, and
 - (c) Removing barriers to the utilisation of skills required.
- 2. Following consultation with employees, the company will develop a training program consistent with:
 - (a) The current and future skill needs of the business.
 - (b) The size, structure and nature of the operations of the business.
 - (c) The need to develop vocational skills relevant to the business through courses conducted on – the –job or by accredited institutions and providers.
- 3. In developing the training program the company shall:
 - (a) Disseminate information on the training program and the availability of training courses and career opportunities to employees.
 - (b) Monitor and advise on the on-going effectiveness of the training.
 - (c) Make suggestions on the specific training needs.
- 4. If training is undertaken at the Company's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
 - (a) Any costs associated with standard fees for prescribed courses and prescribed text books incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (b) Travel costs incurred by the employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to an from work shall be reimbursed.
- 5. Employees will undertake such training and retraining as required and approved by the Company.



22. Salary Sacrifice Superannuation Contributions

The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.

The company will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation ("employer contributions").

SALARY SACRIFICE PROVISIONS

An employee may request that the company make additional contributions to the superannuation fund to which employer contributions are being made on his or her behalf as defined in Clause 4 of this award. These contributions are distinct from and in addition to employer contributions as defined at Clause 4. For the purposes of this agreement, these additional contributions will be known as "Salary Sacrifice Contributions".

All arrangements for Salary Sacrifice Contributions are subject to the company's approval.

On each occasion on which the company makes a salary sacrifice contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purposes of this sub-clause "occasion" means the calculation of the payroll in accordance with the applicable pay week.

No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all-purpose rate of pay.

Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount; or as a percentage of fixed or variable (overtime) earnings.

Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than 4 times per annum.

RECORD OF SALARY SACRIFICE CONTRIBUTION ARRANGEMENTS

Where an employee elects to enter into a Salary Sacrifice Contribution arrangement, the details of the arrangement will be recorded and circulated as per the form.

CHANGES TO APPLICABLE LAW

In the event that the law governing taxation and superannuation changes in such a way as to render the Objective of this award unattainable or ineffective or, in the opinion of the company, inappropriate, the company and the unions will meet to discuss the matter; and may vary or terminate this agreement as they see fit.



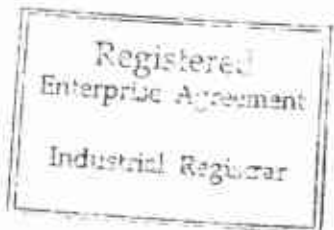
23 SIGNATORIES

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print: ANEAR MICHAEL Witness Name Ann OWEN
Signature Michael Aneur Signature Ann Owen
Position: HUNTER REGION HR MANAGER
Date: 20-11-01 Date 20-11-01

Signed for AND on behalf of: The Federated Clerks Union of Australia – New South Wales Branch (ASU)

Name Print: Michael WANT Witness Name Rhonda Boye
Signature Michael Want Signature R Boye
Position: Secretary
Date: 28-11-01 Date 28-11-01



Attachment 1

BARTTER ENTERPRISES Marsden Park

REDUNDANCY AGREEMENT

1 **Scope of Agreement**

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

2 **Definitions**

"All purpose rate" means the rate of pay used to calculate one week's normal pay. The all-purpose rate excludes overtime, but includes penalty rates and shift premiums, and all allowances.

"Casual employees" means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this Agreement.

"Part time employees" means an employee whose rostered hours of work is less than an average of 36.5 hours per week.

"Redundancy" means a situation where the Company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the Company's labour requirements. "Redundancy" does not include:

- (a) Termination of employment pursuant to the Company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the Company's requirement to reduce its labour requirements;
- (b) Termination of employment due to retirement;
- (c) Situations where full time or part time employees become surplus to the Company's labour requirements due to industrial action taken by employees which affects the Company's ability to continue normal operations;
- (d) Variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the Union and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this Agreement.

"Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

- (e) Situations where part time or full time employees are not prepared to undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the Company and the Union to be reasonably within the employee's capability;
- (f) Short term reductions in the Company's labour requirements which can be managed pursuant to Clause 4 of this Agreement; or
- (g) The sale or transfer of some or all of the Company's business where continuity of employment is offered to employees.

"The Company" means Barter Enterprises.

"The Union" means the Federated Clerks Union of Australia, New South Wales Branch.

"Week's pay" means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

"Work area" means a discrete functional or geographical part of the Company's operations. The determination of a work area is by reference to the management structure and accountabilities, award/agreement classification and/or union coverage.

3 **Consultation**

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

4 **Steps to Avoid Redundancies**

Where a redundancy situation appears likely, the Company may seek to minimise the number of such redundancies by:

- . reducing the hours worked by casual employees;
- . reducing the number of casual employees;
- . requiring full time and part time employees to take accrued RDO's; annual and long service level; and
- . reducing the hours worked by part time employees

5 **Selection for Redundancy**

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

- (b) In the event that there are insufficient volunteers, or the Company's operational requirements would not be met by the termination of employment of volunteers; the Company will determine who is to become redundant using the following criteria:
- . Where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - . Long term operational requirements as to employee skills, experience and potential; and
 - . Considerations of seniority, equity and fairness.
- (c) In the event that there are more volunteers for redundancy than required by the Company, the Company will determine who is to become redundant using the following criteria:
- . Where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
 - . The Company's medium and long term skill requirements; and
 - . Other things being equal, those employees with the longest service shall have first preference for redundancy.
- d) Where the relevant Union disagrees with the Company's determination pursuant to this Clause, it is entitled to have the Company's determination reviewed pursuant to Clause 10, of this Agreement, Resolution of Disputes.

6 Notice of Redundancy

- (a) Employees to be made redundant will receive 4 weeks notice of termination of employment.
- (b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities, provided that such leave does not cause unreasonable disruption to the Company's operations.
- (c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.
- (d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this Agreement will be paid to that employee's dependants. Where the Company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

7 Payment upon Termination of Employment

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

- (a) 4 weeks' pay.
- (b) a further 4 weeks' pay for each year of service, calculated to completed quarters provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.
- (c) accrued annual leave entitlements in accordance with the applicable NSW Legislation and/or Award, and
- (d) All payment made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the Company that is based on any change to the taxation treatment of termination payments.

8 Assistance to Secure Alternative Employment

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

9 Treatment of Casual Employees

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the Company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this Agreement.

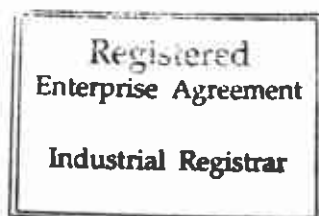
A part time or full time employee who has continuous service with the Company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this Agreement.

10 Resolution of Disputes

Where the Union/s have a grievance or claim in relation to the applicant or interpretation of this Agreement, it shall be raised in the first instance with the Company's Human Resources Manager or their nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.



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



Attachment 2

DISCIPLINARY POLICY AND PROCEDURES

1. SCOPE

The policy and the procedures contained in it apply to all employees of Barter Enterprises and its associated companies ("the Group"). Where an industrial award or agreement or contract of employment provides more favourable conditions or procedures than apply under this policy, then the award or agreement will apply. Where an industrial award or agreement or contract of employment provides for lesser conditions or procedures than those applying under this policy, then this policy shall apply.

This policy and the procedures contained in it should be exercised in conjunction with the training and background notes provided by the Group.

1. OBJECTIVE

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

- are aware of the standards of performance and behaviour required from them in the course of their employment.
- can have unsatisfactory performance or behaviour identified in a constructive fashion;
- can be subject to disciplinary procedures up to and including termination of employment; and
- to ensure that all activities and procedures associated with these issues are objective and procedurally fair.

2. STATEMENT OF POLICY

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

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.

PART TWO:

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.

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.
- (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 as per pro forma document (a) entitled "Record of First Written Warning" in Part Three of this Policy. The employee should be asked to sign the Record of First Written Warning. If the employee refuses to do so, this should be noted on the Record. A copy of the Record of First Written Warning should be issued to the employee.
- (i) At the conclusion of the period of time that the First Written Warning is in force, the employee's performance is to be formally reviewed. At that point, the First Written Warning may be withdrawn, extended, or a Final Written Warning may be issued.

The review of the First Written Warning is to be recorded as per pro forma document (b) entitled "Record of Review – First Written Warning" in Part Three of this Policy.

4. FINAL WRITTEN WARNING

- (a) A Final Written Warning is a punitive level of the disciplinary process.
- (b) A Final Written Warning is issued in circumstances where one or more First Written Warnings have failed to modify the work performance of behavioural standards as require; or as a first step in the disciplinary procedure where the lapse in performance or behavioural standard is of an extremely serious nature.
- (c) In order that a decision to issue a final warning to an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee