

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/253

TITLE: Bartter Riverina Operations Engineering and Maintenance Agreement 2002

I.R.C. NO: IRC02/3775

DATE APPROVED/COMMENCEMENT: 17 July 2002/1 December 2001

TERM: 31 March 2003

NEW/VARIATION/REPLACEMENT: New

GAZETTAL REFERENCE: 9 August 2002

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees, including apprentices, of Bartter Enterprises Pty Ltd employed in the Riverina region who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: Bartters Administration Pty Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

**Registered
Enterprise Agreement
Industrial Registrar**

BARTTER ENTERPRISES**RIVERINA OPERATIONS****ENGINEERING AND MAINTENANCE AGREEMENT 2002****1. TITLE**

This agreement shall be known as the Barter Riverina Operations Engineering and Maintenance Agreement 2002 ("this agreement").

2. PARTIES TO AGREEMENT

This agreement is made by Bartter Enterprises Pty Ltd ACN 000 451 374 of McWilliams Road, Hanwood ("the company") and the Automotive, Food, Metals and Kindred Industries Union – NSW Branch ("the union").

3. SCOPE OF AGREEMENT

This agreement applies to employees of the company employed in the Riverina region ("the site") employed under the classifications covered by the Metal, Engineering and Associated Industries (State) Award, including apprentices ("the employees").

4. PARENT AWARD

Where this agreement is silent, the terms of the Metal, Engineering and Associated Industries (NSW) Award ("the award") shall apply. Where there is any inconsistency between this agreement and the award, this agreement shall override the award to the extent of the inconsistency.

5. TERM OF AGREEMENT

This agreement shall come into force on 1 December 2001 and expire on 31 March 2003.

6. WAGE INCREASES

All purpose rates of pay shall be increased by 5% with effect from the first full pay period to commence on or after 1 December 2001. Annexure 1a and 1b to this agreement are examples of the schedule of wage rates.



7. SALARY CONTINUANCE

(a) Employees will be entitled to a salary continuance benefit which provides for up to 3 months leave on full pay on each and every occasion where an employee is suffering from temporary illness or disability. Where required, the employee will be entitled to a further 2 years continuance at 75% of the applicable all purpose rate.

(b) This benefit supersedes all previous sick leave entitlements and provisions.

(c) Where an employee's accrued sick leave as at 1 December 1999 is in excess of three months, that employee will receive a payment equivalent to the difference between the accrued sick leave and three months.

(d) For the purposes of providing Special Family Leave, employees will accrue 8 days per annum, to a maximum of 96 days.

8. SICK LEAVE MANAGEMENT

The company will monitor sick leave use and where the business is affected due to abuse the Disciplinary Policy will be implemented. In any 12 month period the company shall require production of a doctor's certificate or a statutory declaration, declaring that the employee was unable to attend for duty on account of personal illness or on account of injury by accident for all absences after four single day absences if those absences occur from day 2 to day 4 of the working week. However all absences, single day or otherwise, either side of scheduled days off i.e. rostered days off, weekends, public holidays, annual leave, long service leave and any other leave, must be supported by a doctor's certificate or a statutory declaration.

9. DISCIPLINE POLICY AND PROCEDURE

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 Annexure 2.

10. CONSULTATIVE MECHANISMS

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

- discuss significant changes to the site's operation which may have an effect on the metal trades employees;

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- identify suitable performance measures for the assessment of the groups' work performance;
- resolve grievances and matters of concern that may arise among metal trades employees.

These meetings will be minuted and the minutes circulated to all metal trades employees.

11. SUPERANNUATION

(a) The company will make contributions to the following complying superannuation funds in accordance with the applicable legislation.

Colonial Select Superannuation Fund.
Superannuation Trust of Australia.

12. SALARY SACRIFICE SUPERANNUATION CONTRIBUTIONS

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

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

(c) An employee may request that the company make additional contributions to a superannuation fund provided that no employee may have contributions made to more than two funds. These contributions are distinct from and in addition to the employer contributions specified at sub-clause 9(a). For the purpose of this clause, these additional contributions will be referred to as "salary sacrifice contributions".

(d) On each occasion on which the company makes a salary sacrifice contribution on behalf of an employee, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this sub-clause "occasion" means the calculation and processing of the payroll in accordance with the normal pay period.

(e) No employee may have salary sacrifice contributions at a level in excess of 50% of their pre-salary sacrifice gross weekly all purpose rate of pay.

(f) Employees may elect to have salary sacrifice contributions made at a set dollar amount or as a percentage of earnings.

(g) Where an employee elects to enter into a salary sacrifice contribution arrangement, the details of that arrangement will be recorded and circulated in

accordance with form contained at Annexure 2 of this agreement.

(h) In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, the company will advise the employees concerned, and the salary sacrifice contribution arrangement will be terminated or amended.

In the event of redundancy, redundancy payments will be calculated at the pre – sacrifice rates.

13. FLEXIBILITY OF WORKING HOURS

Over the life of this agreement, all parties in consultation, shall explore the current roster arrangements and investigate alternative rosters and working hours to suit the needs of the business within the provision of the award. This may include alternative hours of work. Any changes to working hours, outside the award provisions will be by mutual agreement between the company and the majority of employees involved in the change.

14. SHIFT WORK PROVISIONS – PROCESSING PLANT

The provisions of this clause apply only to shift work employees in the Processing Plant, and supersede the awards' provisions:

(a) employees who are so rostered must report for duty on any Saturday, Sunday or Public Holiday where the plant is scheduled to process birds on that day, until the completion of the days production.

(b) the night shift loading shall be 30% of ordinary time earnings.

(c) the afternoon shift loading shall be 20% of ordinary time earnings.

(d) employees engaged on full time rotating three shift work shall accrue annual leave at the rate of 5 weeks for each completed year of service.

(e) (i) the wage rate for employees engaged on full time rotating three shift work shall be expressed and paid as an 'all purpose' hourly rate. The rate will include the current base rate, all existing over award payments and existing allowances, and is calculated in accordance with Annexure 1 (see example) of this agreement.

(e) (ii) the 'all purpose' wage rate does not include penalty entitlements for ordinary time work on Saturdays and Sundays or shift loadings. These entitlements will be calculated in over one complete roster cycle and paid as an average each week.

(e) (iii) the 'all purpose' wage rate does not include penalty entitlement for ordinary time work on public holidays. The applicable penalty rate will be applied to the 'all

purpose' rate and paid as an when, the entitlement falls due.

(e) (iv) the 'all purpose' wage rate will be the 'all purpose' rate used for the calculation of overtime entitlements.

(f) employees may be required to work on any afternoon or night shift which is less than 5 consecutive days in duration. No premium, loading or penalty shall be payable for such work other than as provided for by this agreement.

(g) employees will receive payment of their average shift loading or 17.5% of the 'all purpose' rate (whichever is the greater amount) for all periods of annual leave.

15. SPAN OF ORDINARY HOURS

Ordinary day work or day shift hours may be rostered from 0500 to 1700,

16. CONDITION MONITORING

Where an employee is required to attend the site on Saturday or Sunday for the purposes of a routine maintenance check, and that requirement is notified to the employee prior to the end of their last rostered shift or day's work, the minimum payment for attending the site shall be as for two hours' work.

The award provisions for Call Back will apply for all other cases.

17. DISPUTE AND GRIEVANCE RESOLUTION

(a) Where an employee has a grievance in relation to his employment they shall raise the matter in the first instance with his direct supervisor.

(b) If the matter is not capable of resolution at that level, or if the matter relates to an industrial issue or claim, it shall be referred to the site Human Resources Manager or their nominee and to the union's nominated official for further discussion.

(c) If the matter cannot be resolved at that level, it shall be referred to the Industrial Commission of NSW for resolution in accordance with section 130 of the Industrial Relations Act (NSW) 1996.

(d) While this process is being followed, work shall continue as normal, provided that employees' safety is not compromised.

18. FIRST AID

The required number and location of employees qualified to give first aid will be determined by the company and employees so advised. Nominated first aid attendants will receive the first aid allowance provided for by the awards.

19. RIGHT OF ENTRY

Officers of the union will be permitted to visit the site for the purpose of carrying out their functions, provided that permission is sought from management, and that the company's quarantine and safety guidelines are met.

20. DEDUCTION OF UNION DUES

The company will continue to maintain direct deduction of union dues from wages due to employees provided that the employee so authorises that deduction.

21. APPRENTICES

The company will endeavour to maintain its intake of apprentices at 4 per annum. In the event of any major changes to the site's operations, the company reserves the right to review this position. Apprentices will receive that proportion of the rates provided for in this agreement provided for by the award.

22. CLASSIFICATION OF EMPLOYEES

Within 6 months of the date of signing of this agreement employees and union will undertake a review of all pay rates and where possible and practical broadband and reclassify to reduce the number of pay rates to accurately reflect current skills, qualifications and experience. The National Metals Competency Standards will be used as a framework to develop the new classification structure. Not less frequently than every 6 months, the company will ensure that employees are properly classified under the awards given their qualifications and competencies; provided that employees will not be reclassified if the skill, qualification or competency is not required by the company.

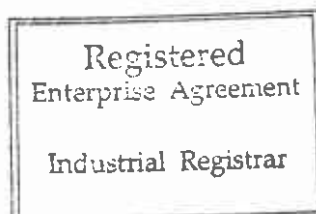
23. TRADE UNION TRAINING

The company will release union delegates for up to a total of 10 days paid leave (this does not mean 10 days each delegate but a total of 10 days for the 3 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 5 days per delegate if requested and approved by the company.

24. ON-CALL ENTITLEMENTS

(a) For the purpose of this clause "on-call" means an employee who has been requested and agreed to hold themselves available for call in to the site outside their normal hours of work. Employees in this situation will be required to carry a mobile telephone and to be available to safely carry out any call in that may be

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required.

(b) An employee who is required to hold themselves available for call-in shall be paid \$227.00 per week for each week that they are required to be on-call.

(c) An employee who is required to hold themselves available for call-in over a public holiday period shall be paid \$113.50 per day for each public holiday that they are required to be on-call.

25. RENEWAL OF AGREEMENT

The company and the union will meet three months prior to the expiry of this agreement to discuss the operation of the agreement and to commence to renegotiate a further agreement.

26. EXECUTION

Signed for Bartter Enterprises Pty Ltd by Belinda Livingstone – National Human Resource Manager.

Belinda M. Livingstone Date: 8th May 2002

Signed for the Automotive, Food, Metals and Kindred Industries Union – NSW Branch by

John DeLia :
Asst. State Secy Date: 14/5 2002



Annexure 1a

HANWOOD METAL TRADES AGREEMENT"ALL PURPOSE" WEEKLY RATE - PROCESSING PLANT SHIFT WORK EMPLOYEES

Example (C10)

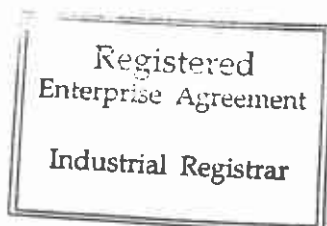
Base Rate	\$552.41	Leading Hand allowances will be included in the APWR for those who currently receive it.
Over Award	\$57.87	
Tool Allowance	\$11.80	
Shift Bonus	\$87.97	
All Purpose Weekly Rate	\$710.05 (APWR)	
	\$18.68 per hour	

All overtime is paid on the APWR

Allowances not included in APWR will be continued to be paid as weekly payments (eg First Aid)

Shift Loading Calculation

Week 1	5 Days @ zero = zero	
Week 2	5 afternoons @ 20% = 20% x 710.05 =	\$142.01
Week 3	3 nights @30% = 30% x (710.05/38) x 22hrs=	\$123.28
	1 Sat @50% x 3hrs = 50% x (710.05/38) x3 =	\$28.02
	1 Sat @100% x 5hrs = 100% x (710.05/38) x5	\$93.40
	1 Sun @ 100% x 8hrs= 100% x (710.05/38) x8	\$149.44
Total:		\$536.15 over three week cycle
Average Weekly Payment:		\$178.71
Average Weekly Payment w/o overtime		\$888.76
		\$23.38 per hour



Annexure 1b

HANWOOD METAL TRADES AGREEMENT

ALL PURPOSE WEEKLY RATE - ENGINEERING WORKSHOP, MECHANICS, REFRIGERATION

Example for C10

Base Rate	\$552.41
Over Award	\$34.72
Tool	\$11.80

All Purpose Weekly Rate: **\$598.93 APWR**
 \$15.76 per hour

All overtime is paid on the APWR

Leading Hand Allowance (for those who receive it) is included in the APWR

Annual Leave, Sick Leave and Long Service Leave is paid on the APWR

Weekly Allowances such as First Aid will be paid as a weekly payment and not included in the APWR



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.

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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.

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.

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

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

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

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

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

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

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

4. FINAL WRITTEN WARNING

- a) A Final Written Warning is a punitive level of the disciplinary process.



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

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

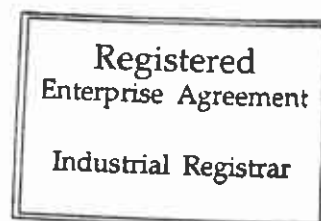
- h) Once the work performance or behavioural problem has been identified, the manager or supervisor is to ascertain whether or not there is any additional training or other resources that may be appropriate in correcting the problem.
- i) A Final Written Warning is to be issued for a specified period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

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

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

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

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

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

5. TERMINATION OF EMPLOYMENT

- a) Termination of employment is a punitive level of the disciplinary process and the most serious application of this policy.
- b) In order to dismiss an employee pursuant to this policy, specific authority from a senior manager of the company is required. A senior manager is a director or direct report to a director.
- c) In order that a decision to dismiss an employee can be made, it may be appropriate for a detailed investigation to be carried out. In order to facilitate such an investigation, it may be appropriate for the employee concerned to be suspended without loss of normal pay and conditions for the duration of some or all of the investigative process.
- d) An employee may be dismissed in circumstances where one or more final Written Warnings have failed to modify the work performance or behavioural standards as required; or as the first and final step in the disciplinary procedure where the lapse in performance or behavioural standard is of such severity as to warrant immediate dismissal.
- e) Before an employee is dismissed, the employee is to be advised that the disciplinary procedure has commenced and the company intends to terminate the employment of the employee. The employee is to be provided with a copy of this policy. The employee is also to be advised that they are entitled to be accompanied by a union delegate or co-worker.
- f) The Dismissal meeting is to be attended by the most senior manager on the site.
- g) The employee is to be advised that the company intends to terminate the contract of employment and the manager must explicitly and clearly identify what work performance or behavioural standard is unacceptable, and specify the required standard. Where appropriate, reference should be made to any final warning or previous relevant disciplinary procedure in place.
- h) The employee is to be asked if he/she has any comment in regard to the stated problem.. Due regard is to be given to the employee's views and any mitigating circumstances taken into account.

At this stage, the meeting may be adjourned in order further investigation to be carried out. Subject to the nature of the problem, it may be appropriate for the employee to be suspended without loss of normal pay and conditions for the duration of the investigative process.

At this stage, the manager may elect not to dismiss the employee, and may issue a final Written Warning, a First Written Warning, or cease the application of the disciplinary procedure.

- i) If the decision to dismiss the employee is justified, the employee is to be so advised.
- j) The Dismissal should be recorded in accordance with the "Disciplinary Policy and Procedures Record Form". The employee should be asked to sign the Record. If the employee refuses to do so, this should be noted on the Record. A copy of the Record should be issued to the employee

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

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

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

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

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



I) PART THREE: PRO FORMA DOCUMENTS

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

(a) Letter of Dismissal

(DATE)

(NAME)
(SITE ADDRESS)

Dear (NAME),

CONFIRMATION OF TERMINATION OF EMPLOYMENT

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

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

If you do not understand this letter of the Disciplinary Policy and Procedures, please contact (insert name) immediately.

(insert name)
(fully
company)

(insert name)
(TITLE)



(insert name) (where applicable)

(insert name)

I) PART THREE: PRO FORMA DOCUMENTS

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

(a) Letter of Dismissal

(DATE)

(NAME)
(SITE ADDRESS)

Dear (NAME),

CONFIRMATION OF TERMINATION OF EMPLOYMENT

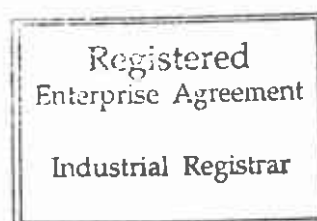
I refer to our meeting of (date). A record of that meeting is attached.

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

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

Yours faithfully
(employing company)

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



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