

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/150

TITLE: Melcann Limited NSW Division Enterprise Agreement 1997-1998

I.R.C. NO: 97/3784

DATE APPROVED/COMMENCEMENT: 6 August 1997 and commenced 1 March 1997

TERM: Expires 30 October 1998

NEW AGREEMENT OR
VARIATION: New Replacing EA403/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees engaged in the bagging, warehousing and distribution of cement and other products in the Melcann range

PARTIES: Melcann Limited NSW Division -&- National Union of Workers, New South Wales Branch



MELCANN LIMITED - NSW DIVISION
ENTERPRISE AGREEMENT 1997 - 1998

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Registered
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1. AGREEMENT FORMALITIES

This agreement shall be binding upon Melcann Limited, Highgate Street Auburn NSW, and its employees engaged in the bagging, warehousing and distribution of cement products and other products in the Melcann range. The agreement is made between Melcann Limited and the National Union of Workers, NSW Branch.

2. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the first pay period commencing on or after the date of this agreement's approval under the provisions of the Industrial Relations Act 1996 and shall be in force from 1st March 1997 until 30th October 1998.



3. RELATIONSHIP TO PARENT AWARD

The terms and conditions of this agreement shall be read and interpreted in conjunction with the Storeman & Packers General (State) Award and the Storeman & Packers General (State) Wages and Expenses Related Allowances Adjustment Award, provided that where there is any inconsistency with any of the conditions within the award, this agreement shall take precedence.

4. AIMS OF THE AGREEMENT

This agreement represents the negotiated and agreed intentions of the parties to :

establish a framework for achieving ongoing productivity improvements in the company.

provide a mechanism whereby employees are rewarded for their contribution to improved performance of the company.

establish a working environment where all parties are involved with the decision making process and encourage a working relationship whereby management and employees are committed to the requirements of the company.

5. HOURS OF WORK

The ordinary hours of work shall be 38 hours each week, worked on a 7.6 hours day, Monday to Friday with each employee's start time to be set by the company.

Day work - starting time between 5.30am and 9.00am.

An employee's nominated starting time can be changed to suit the needs of the business, provided that at least one complete weeks notice is given. In certain circumstances 48 hours notice may be required subject to agreement.

Start and finishing times are to be recorded on the Bundy clock, or alternative arrangement should the Bundy clock be out of order.

6. SHIFT WORK

All employees are engaged on the basis that they may be required to work shifts other than day work as required by the company.

Should an employee be required to work on a shift at least one complete weeks notice must be provided.

In certain circumstances 48 hours notice may be required subject to agreement.

7. OVERTIME

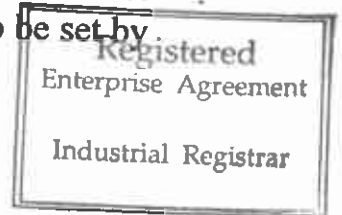
The assignment of overtime by the company shall be based on specific work requirements and will be shared equitably by arrangement.

All employees are required to work reasonable overtime, Monday to Sunday inclusive.

8. MEAL BREAKS

Employee meal breaks are to be staggered to enable some staff to be available at all times. The company provides a 10 minute morning tea break (paid) and a 30 minute lunch break (unpaid).

Under normal circumstances, an employee will not be required to work more than 5 hours without taking a break. Should it be necessary for this period to be exceeded it will be by agreement between the individual employee and the supervisor.



9. WASH UP TIMES

Wash up and shower times are not included in the hours of work set out above in clause five (5).

10. WAGE ADJUSTMENTS, ALLOWANCES AND CONDITIONS

Wage adjustments, based on current levels of pay, will be as follows:

1/1/97 4% increase

1/7/97 3% increase

1/1/98 3% increase

The 1/1/97 ie. 4% increase will be back dated to the pay period commencing 10th December 1996.

Meal allowances will be increased to \$8.50 and payable when less than twenty four (24) hours is given regarding overtime.

11. PART TIME EMPLOYEES

Part time employees shall be paid in accordance with their appropriate level with the minimum hours per week being sixteen (16) and the maximum being thirty six (36) hours per week. Prorata annual leave, sick leave, long service leave and public holidays where applicable will apply.

12. PROBATION PERIOD

A three (3) month probation period will apply to all new employees.



13. COUNSELLING AND DISCIPLINARY PROCEDURES

This procedure is designed to encourage and improve good work practices; performances and individual conduct. The procedure also prescribes steps for giving guidance, and in appropriate cases, taking disciplinary action.



Step 1 - counselling

Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.

- (i) The immediate supervisor and manager should discuss the problem with the employee and union delegate.
- (ii) Advise the employee of the standards of performance, attendance or conduct etc. expected.
- (iii) Agree on specific action to be taken and set a date for a review of the situation, normally around three (3) months.

Should any situation requiring a warning occur within the period set for review, the procedure set out in step 2 should then be followed.

An agreed record of counselling between management and the union delegate will be made of the interview with a copy retained by the delegate and a copy placed on the employee's file.

Step 2 - severe reprimand and final warning

If the offence or conduct is repeated or continues, a severe reprimand and final warning will be necessary. Once again, the offence (and/or new offence), or unsatisfactory conduct should be restated and the employee warned that failure to improve within a given period, normally around six (6) months, will result in dismissal.

Present at this interview will be the supervisor, manager, delegate and employee. A record of the warning will be made and a copy retained by the union delegate and a copy placed on the employee's file.

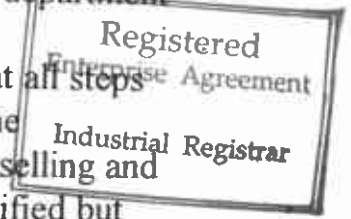
Step 3 - dismissal

If counselling, severe reprimand and final warning have proved to be ineffective there is no alternative but to dismiss the employee.

If the dismissal becomes necessary the action should, when possible, involve the State Manager, Department Manager, Supervisor and Union Delegate and the following procedure shall be observed :

- (i) Prior to actually dismissing any employee in these circumstances, the procedures are reviewed between the supervisor and department manager and union delegate.

In this review the manager will satisfy himself/herself that all steps in the procedure have been faithfully followed and that the employee has absolutely failed to respond to earlier counselling and formal reprimands and that dismissal is now not only justified but also necessary.



- (ii) Having decided on dismissal, the employee should be invited into the privacy of an office and if a member of a union, the attendance of the union delegate must be arranged or a duly appointed union representative.
- (iii) Restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
- (iv) Advise the employee that he/she has failed to comply with previously agreed corrective action (s), dismissal has resulted as a consequence.

Nothing in the procedure shall limit the right of the company to summarily dismiss an employee for serious and wilful misconduct.

Misconduct and improper behaviour such as :

Theft.

Striking or threatening another employee.

Fabrication of records.

Consumption of alcohol or non prescribed drugs during working hours.

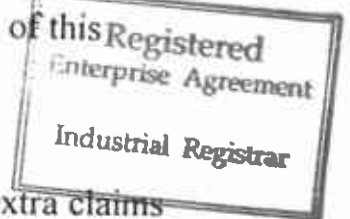
Gross insubordination.

Conduct which causes risk to the health and safety of himself / herself or to others.

Other conduct or actions which are so serious as to reflect a rejection of the employment contract.

14. GRIEVANCE / DISPUTE PROCEDURE

In the event that a grievance or dispute arises between the employees and the employer, such grievance or dispute will be resolved in accordance with the procedure set out in the award nominated in clause 3 of this agreement.



15. NO EXTRA CLAIMS

The parties to this agreement undertake that there will be no extra claims by either party during the nominal term of this agreement.

16. RE NEGOTIATION OF NEW AGREEMENT

The parties to this agreement will recommence negotiations for a new agreement three (3) months prior to the end of the nominal term of the agreement.

17. CONSULTATIVE TEAM

The parties governed by this agreement shall establish a consultative mechanism with equal representation of employer and employees with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise.

The team shall be a forum for open discussion and shall meet at least quarterly with additional meetings on an as required basis.

The team structure shall be in place by April 1997 with formal charters being developed reflecting the acceptance of consultation as the norm for the workplace.

18. ROLE OF THE CONSULTATIVE TEAM

Consistent with the aims of this agreement the consultative team will oversee and support activities that will :

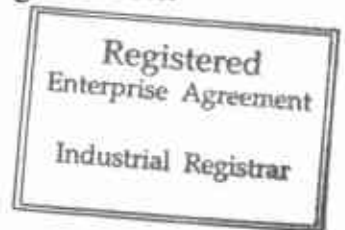
- * increase the competitiveness of the company and its products.
- * increase the quality of working life for all company employees particularly in the areas of job design, skill formation, training and the working environment both physical and mental.
- * improve productivity and efficiency of the company and job security.
- * ensure that employees are able to work in a cooperative atmosphere

in which the worth, dignity and skills of each individual within the company are respected and appreciated.

- * ensure enterprise plans complement overall corporate strategies, introduction of new technology, employee training, redesign of work etc.

Issues which may be considered by the consultative team are :

- * quality of product
- * reduced turnover of staff , absenteeism and other lost time.
- * the best use of technologies and training for employees.
- * management techniques, through self managed work teams and greater flexibility.
- * product waste
- * Production costs
- * maintenance of a good environment
- * occupational health & safety and workcare



19. CONSULTATIVE PROCEDURES

The parties recognise that changes in the workplace will be ongoing to ensure the company meets its business, customer, employees and shareholders needs. These changes may take the form of reorganisation of the workplace, job design/redesign and the introduction of new technology.

Where change is to occur the consultative procedures outlined will be applied.

20. TRAINING

Training firstly must be relevant to the needs of Melcann Limited and consistent with the overall plans of Melcann and the industry.

Individual training plans are developed consultatively between the consultative team, the relevant supervisor and the department manager, with final approval being given by the department manager.

All training is to be jointly discussed between the parties to ensure it meets the requirements of the industry and that the company and individual will benefit from the training.

Training will be conducted primarily on the job, however some off the job training may be required.

Any reasonable costs associated with standard fees, text books and travelling for the purpose of attending approved courses will be reimbursed by Melcann subject to the following :



Employees must produce evidence of expenditure in the form of an original receipt.

Employees must produce a report of satisfactory progress, certificate of attendance or completion before costs are reimbursed.

It is agreed by the parties that employees at all levels in possession of various skills will pass these on to other employees to assist them acquire knowledge so they may advance.

21. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Melcann Limited, NSW Division

Signed  Date 5/12/97

Witnessed by  Date 6/12/97

Signed for and on behalf of The National Union of Workers, NSW Branch

Signed  S.H.M. Date 6.8.97

Witnessed by  Date 6.8.97.

22. CLASSIFICATION DESCRIPTIONS



Level 1W

An employee at this level will generally be a new employee with less than twelve months experience and / or less than six months service with the company. The employee will receive on the job training and basic OH & S and QA training. After six months an assessment of their competency will be made and if all is in order the employee will be elevated to level 2W.

Typical tasks :

Load and unload trucks using a forklift
Pick and assemble orders
General housekeeping

Training :

Personnel induction.
Basic OH & S training by OH & S committee member.
Introduction to Melcann's Quality Assurance policy.

Level 2 W

An employee at this level will have in excess of twelve months experience as a storeman & packer and successfully completed all on the job training and relevant training courses required at level 1. As a general rule employees will be at this level for a minimum of twelve months and successfully completed all tasks and training prior to elevating to level 3W. Depending on an employee's expertise and performance the time period may be less than twelve months.

Typical tasks :

All duties performed by level 1W employees.
Exposure to pallet repair operation.
Exposure to Drymix plant operations.
Exposure to Cement bagging operations.

Training :

OH & S induction course
QA Induction course
Manual Handling course
First Aid certificate
Tool box training courses
Pallet repair operators training (on the job training)



Level 3W

An employee at this level has successfully completed all on the job training and training courses required at levels 1W and 2W.

The employee should now be able to work from complex instructions and procedures, if necessary, and be able to Coordinate ordinate work in a team environment under minimal supervision. The employee should also be responsible for the quality of their own work. Upon completion of the relevant courses an assessment of the employees ability will be conducted by his/her immediate supervisor and / or manager to determine their competency for elevation to the next level. This would generally be after a period of not less than twelve months. Depending on an employee's expertise and performance the time period may be less than twelve months.

Typical tasks :

All duties performed at level 1W and 2W.

Ability to receipt goods on computer.

Ability to input stock transfers on computer.

Ability to relieve operators on the pallet repair if required.

Training :

OH & S induction course (Refresher course)

First Aid recertification course

Basic keyboard and computer skills

Manual Handling refresher course

Tool box training courses

Level 4W

An employee at this level will have undertaken sufficient training to perform work within the scope of this level in addition to the work of lower levels. The employee should possess a sound level of interpersonal and communication skills and be competent in the understanding of regulations relating to handling and storage of products and loading of vehicles. The employee should also possess a sound knowledge of OH & S requirements, be responsible for the quality control of work of other employees and be able to work with little or no supervision.

Typical tasks :

All duties associated with levels 1W , 2W & 3W.

Be responsible for checking of trucks prior to despatch.

Supervision of employees.



Liaise with transport companies.
Organise paperwork
Inventory control
Training :
OH & S committee training course
QA Internal auditing course
Computer skills course
Tool box training courses
Supervision course

Level 5W

An employee at this level may undertake work at all lower levels and at the request of the employer complete the warehouse and distribution course at TAFE or similar courses at approved training institutes such as the Australian Institute of Management or Materials Handling.

Experience will also be recognised at this level for those employees not willing to undertake more advanced courses.

Employees at this level should be able to implement quality control techniques and procedures, assist in the providing of on the job training and have a sound knowledge of the company's operations and products.

Level 1 P

An employee at this level will generally be a new employee with less than twelve months experience and / or less than six months service with the company. The employee will receive on the job training and basic OH & S and QA training. After six months an assessment of their competency will be made and if all is in order the employee will be elevated to level 2P.

Typical tasks :

General cleaning
Exposure to drymix bagging operations
Forklift driver

Training :

Personnel induction
Basic OH & S training by OH & S committee member.
Introduction to Melcann's Quality Assurance policy.

Level 2 P

An employee at this level will have successfully completed all on the job training and relevant training courses required at level 1P. An employee at this level will acquire a good knowledge of the drymix plant operations as

well as the pallet repair operations and be given exposure to the cement packer palletiser operations. It is envisaged that at this level an employee will commence training for a front end loader licence.

Typical tasks :

Forklift driving
General cleaning / housekeeping
Drymix bagging / palletising
Drymix plant operations (Mix settings etc)
Pallet repair operations
Exposure to cement packer



Training :

OH & S induction course
QA induction course
Manual Handling course
First Aid certificate
Tool Box training courses
Pallet repair operators training
Front end loader training

Level 3 P

An employee at this level has successfully completed all on the job training

and training courses required at levels 1P and 2P. The employee should now be very familiar with most aspects of the drymix plant, pallet repair operations and have some knowledge of the cement packer. The employee should also be responsible for the quality of their own work and be able to work in a team environment. The employee should have also successfully obtained his / her front end loader licence and be able to do front line maintenance. In addition the employee should be competent with loading and unloading of trucks and be familiar with some warehouse functions.

Typical tasks :

All duties performed at levels 1P and 2P.
Ability to order raw materials.
Ability to record production figures
Be able to identify and correct (if possible) problems with plants.
Ability to load and unload trucks

Training :

OH & S induction course (refresher course)



First Aid recertification course
Manual Handling refresher course
Tool Box training courses

Level 4 P

An employee at this level will have undertaken sufficient training to perform work within the scope of this level in addition to the work of lower levels.

The employee should have a sound knowledge of the drymix plant, pallet repair operations and the cement packer. The employee should also possess a sound knowledge of OH & S requirements and be responsible for the quality control of work of other employees and be able to work with little or no supervision. The employee should also be able to discuss and assist contractors with problems with machinery etc.

Typical tasks :

All duties associated with levels 1P, 2P & 3P.
Be responsible for production output and front line maintenance.
Supervision of employees.
Liaise with contractors.
Complete production report.
Inventory of raw materials.

Training :

OH & S committee training
QA Internal auditing course
Tool Box training courses
Supervision Course
Computer skills course (optional)

Level 5P

An employee at this level may undertake work at all lower levels and have a trade qualification. At the request of the employer the employee may be asked to undertake further education such as engineering certificate. Experience will also be recognised at this level for those employees unable to undertake further education.

Employees at this level should be able to implement quality control techniques and procedures, assist in the providing of on the job training and have a sound knowledge of the company's operations and products.

SKILLS REQUIRED	WAREHOUSE	PLANT
	(W)	(P)
<u>LEVEL 1 EMPLOYEE</u>		
INDUSTRIAL CLEANING	YES	
INDUSTRIAL VACUUM CLEANER		YES
GENERAL HOUSEKEEPING	YES	
USE DRYMIX PACKER		YES
USE DRYMIX PALLETISER		YES
GENERAL FORKLIFT DRIVING	YES	YES
LOAD / UNLOAD TRUCKS	YES	
PICK & ASSEMBLE ORDERS	YES	
ENVIRONMENTAL CONTROL	YES	YES
<u>LEVEL 2 EMPLOYEE</u>		
ALL LEVEL 1 DUTIES	YES	YES
DRYMIX PLANT EXPOSURE	YES	
CEMENT BAGGING EXPOSURE	YES	YES
PALLET REPAIR EXPOSURE	YES	
BASIC FIRST AID	YES	YES
DRYMIX PLANT OPERATIONS		YES
LOAD / UNLOAD TRUCKS	YES	YES
FRONT END LOADER EXPERIENCE		YES
PALLET REPAIR OPERATIONS		YES
OH & S INDUCTION	YES	YES
QA INDUCTION	YES	YES
<u>LEVEL 3 EMPLOYEE</u>		
ALL LEVEL 1 & 2 DUTIES	YES	YES
BASIC KEYBOARD & COMPUTER SKILLS	YES	YES
RECEIPT GOODS ON COMPUTER	YES	
INPUT STOCK TRANSFERS	YES	
PALLET REPAIR RELIEF	YES	
DRYMIX PLANT RELIEF	YES	
ORDER RAW MATERIALS		YES
RECORD PRODUCTION FIGURES		YES
FRONT LINE MAINTENANCE		YES
FRONT END LOADER LICENCE		YES
IDENTIFY PLANT PROBLEMS		YES
ASSIST WITH REPAIRS TO PLANT		YES
<u>LEVEL 4 EMPLOYEES</u>		
ALL LEVEL 1 & 2 & 3 DUTIES	YES	YES
CHECKING TRUCKS	YES	
SUPERVISION	YES	YES
LIAISE WITH TRANSPORT COMPANIES	YES	
ORGANISE PAPERWORK	YES	
INVENTORY CONTROL	YES	YES
OH & S TRAINING COURSE	YES	YES
QA INTERNAL AUDITING COURSE	YES	YES
LIAISE WITH CONTRACTORS		YES
PRODUCTION OUTPUT		YES
<u>LEVEL 5 EMPLOYEES</u>		
ALL LEVEL 1 & 2 & 3 & 4 DUTIES	YES	YES
ASSIST IN TRAINING	YES	YES
TAFE OR FURTHER EDUCATION	YES	YES
QUALITY CONTROL	YES	YES



1st April 1997

Occupational Health And Safety Policy

1. Melcann Limited is committed to achieving a safe work environment and every manager and employee of the company has an important responsibility to see that work is carried out with due regard to health and safety.

2. The company recognises its responsibilities under the Occupational Health and Safety legislation to ensure that all reasonable and practical measures are taken care for the health and safety of all persons employed at any workplace of the company during the course of their employment.

3. Regulations and Codes of practice, including its responsibility to:

(a) provide and maintain plant and equipment in a practical and safe working condition;

(b) provide and maintain a safe system of work which minimises any risk to the health of employees;

(c) arrange a safe use, handling, storage and transport of articles and substances so there is a minimum risk to the health of employees;

(d) train and educate employees to work safely and to minimise risks to health;

(e) provide, in and around the workplace, safe access to and means of exit from the workplace;

(f) provide, so far as is practicable, a safe working environment, with adequate facilities and arrangements for the welfare of employees;

(g) appoint where necessary, a safety supervisors whose duties are prescribed by law;

(h) provide proper medical, health and first aid services as required by regulation and codes of practice;

(i) keep proper control of noise levels, of any chemicals, fumes and any other hazardous materials as required by law;

(j) investigate the circumstances of any accidents which may occur;

examine the cause of such accidents; and consider and adopt methods of preventing recurrences;

(k) take measures to minimise the risks, and harmful effects, of fires and explosions;

(l) consult with the elected health and safety representatives and the development, maintenance and continuing review of safety measures in force in or on the workplace.

4. The company shall also endeavour to make every employee aware of their responsibilities and obligations. These responsibilities and obligations include:

(a) to take reasonable care for the health and safety of themselves and for the health and safety of other employees, and of any other persons who may be affected by their acts or omissions in or about the workplace;

(b) to assist management to discharge its safety duties;

(c) to work safely and in so doing avoid any risks;

(d) to keep the workplace tidy;



In particular, employees must remember:

i) to inform the supervisor if potential risks are noticed or if improvements to health and safety are possible;

ii) to use the protective equipment provided for their protection;

iii) not to remove or otherwise interfere with any guard unless it is part of one's duty to do so in the course of maintenance or repair;

iv) to ask for supervisor guidance, follow any instructions given and ensure that the job can be done safely.

The primary responsibility for prevention of accidents or risks to health rests with the company's management. Under occupational health and safety regulations employees are expected to play their part by avoiding hazards and acting safely at all times.

Tony Jones
N.S.W. Manager

George Makaroff
Chairman O H & S
Committee

Drugs and Alcohol Policy

1st April 1997

Registered
Enterprise Agreement

Industrial Registrar

Introduction

Melcann Limited provides a work environment which aims to ensure the health, safety, respect, and productivity of all employees. The use of drugs and alcohol may impair an individual's capacity to perform their job safely, efficiently and with the respect for work colleagues and customers. The use of such substances may result in the risk of injury or a threat to the well being of the impaired employee, other employees, customers or any other parties. Melcann Limited will adopt a preventative and rehabilitative approach and genuinely assist and support workers who have an alcohol or drug related problem. This assistance will take the form of guidance, time off work, if necessary, to attend rehabilitation programs, counselling assistance programs and education. Employee Assistance Programs have been developed and are continually reviewed to cover the issues of alcohol, drugs and various other personal problems.

Policy

The policy is that no employee is to commence work, or to work while under the influence of alcohol or drugs. The purpose of this policy is to maintain a safe working environment free from the effects of the use of alcohol and drugs.

Company vehicles

Company vehicles are not to be driven by anyone under the influence of alcohol or drugs. Melcann Limited will accept no liability for any damage to a company vehicle, injury to any person, or damage to any third party, incurred while the driver of the Melcann Limited vehicle is in breach of this policy or of the law. All liabilities shall rest with driver concerned.

Prescription drugs

If you take prescription drugs please check with the doctor to establish if the use of the drug will impact on work performance or the ability to work in a safe manner. If so, please obtain this advice in writing and provide this to your manager.

COUNSELLING & DISCIPLINARY PROCEDURES

Step 1 Assistance & Guidance

Employees will be interviewed, with a relevant representative if requested, and advised of the incident leading to this interview. The employee will be counselled as to the effect alcohol or drugs has in the workplace and that their position may be in jeopardy should preventative action not be taken. The employee will also be advised that Melcann Limited will provide assistance and support to help them overcome their problem as per the Employee Assistance Program.

A review of the employee's progress will be made after three (3) months.

Step 2 Final Warning

The employee will be made aware that this is the final warning Melcann Limited will give regarding this problem and that a further incident may lead to dismissal. The employee will be given a formal offer of assistance through professional counselling and rehabilitation programs which may include time off work. Consideration will be given to those employees genuinely seeking assistance for their problem, ie involved in a rehabilitation program.

All details of their performance and the impact on a safe working environment will be stated .

The employee's position will be reviewed in six (6) months.

Step 3 Dismissal

Should assistance, counselling and final warning prove to be ineffective there will be no alternative but to dismiss the employee.

Should this action become necessary it should involve, when possible, the State Manager, Department Manager, Supervisor and Union Delegate with the following procedure being observed :

- (i) All parties should satisfy themselves that all steps have been taken to rehabilitate the employee.
- (ii) The reason for the dismissal is restated to the employee with referrals for future counselling and rehabilitation programs that the employee may wish to ensue following their termination.

Tony Jones
N.S.W. Manager

George Makaroff
Chairman O H & S
Committee