

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/35

TITLE: Bartter Enterprises Pty Ltd and The Australian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2002-2005

I.R.C. NO: IRC2/7228

DATE APPROVED/COMMENCEMENT: 10 February 2003/20 July 2002

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NEW AGREEMENT OR VARIATION: Replaces EA00/337

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Bartter Enterprises Pty Ltd at the Hanwood site who fall within the coverage of the Poultry Industry Preparation (State) Award

PARTIES: Bartter Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

BARTTER ENTERPRISES PTY LTD" AND THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION NEW SOUTH WALES BRANCH (HANWOOD) ENTERPRISE AGREEMENT 2002-2005

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1. Title

This Agreement shall be referred to as the "Bartter Enterprises Pty Ltd" and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2002-2005.

2. Preamble

The Agreement is the result of cooperative discussions between all the parties and has not been entered into by any party under duress.

i Overall Objective

The central aim of this Agreement is to improve the productive performance of all areas of the Company.

To achieve this, it is recognised that management, the employees and the Union (AMIEU) need to continue to build on their commitment to a consultative and participatory approach in the workplace.

ii Strategy

The parties agree to the achievement of improved performance throughout the functional areas of the Company with ultimate aim of matching and surpassing performances achieved by main competitors and to provide remuneration to employees which acknowledge those achievements. This will be accomplished by addressing the entire production system, the organisational structure, the plant, the equipment, the people (management and employees) that combine to conceive, develop, produce, market and deliver the Company's products to the customer.

iii Critical Success Factors

Critical success factors are essentially the following:

- a) Production: Level of waste, wages and overhead efficiencies, storage, other overheads.
- b) Quality Assurance: Consolidation of quality assurance procedures and work practices.
- c) Increased volume.

3. Definitions

i Commission - means the Industrial Relations Commission of New South Wales.

ii Company - means Bartter Enterprises Pty. Ltd.

iii Union - means the Australasian Meat Industry Employees' Union (NSW Branch).

iv Full-time employee - means a weekly employee employed for 38 hours per week.

v Part-time employee - means an employee who is a weekly employee and may be engaged for a minimum of one (1) day per week and no less than four (4) hours per day.

A part-time employee shall receive all the benefits as received by a full time employee in the ratio of hours, as fixed, as they bear to 38 hours.

The part-time hourly rate shall be the applicable weekly rate for the classification concerned divided by thirty-eight.

The span of ordinary hours for part-time employees shall be as prescribed in clause 7.

vi Casual employee - means an employee employed by the hour, provided that casuals may be paid through the weekly pay process. Casual employees shall be paid a minimum payment of not less than 4 hours on any day.

A casual employee shall receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.

vii Leading hand - means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by the other employees.

viii KPI - means Key Performance Indicators.

ix CBT - means Competency Based Training.

xi Parent Award - means the Poultry Industry Preparation (State) Award

xii Team Leader - means an employee who reports to a Leading Hand and leads a small team of no more than 10 employees - they shall be paid at their Graded Level plus the Small Leading Hand Allowance.

4. Parties Bound & Relationship to Parent Award

- i This Agreement shall be binding upon the following;
 - a) The Company whose place of business under this Agreement is McWilliams Rd Hanwood NSW 2680;
 - b) The Union; and
 - c) All employees at the Hanwood site who are covered by the Poultry Industry Preparation (State) Award.
- ii Relationship to Parent Award

This agreement shall be read in conjunction with the terms and conditions of the Parent Award. Where any inconsistency occurs between this agreement and the Parent Award the terms of this agreement shall prevail to the extent of any inconsistency.

5. Duration and Renewal

- i The term of this agreement will be for 3 years. It will come into force on 20 July 2002 and will remain in force for a period of 3 years from that date.
- ii The parties agree to enter into negotiations at least 3 months prior to the expiration of this agreement.
- iii Should negotiation for renewal not achieve agreement prior to the expiration of this agreement, the terms and conditions of this agreement shall continue.
- iv The parties agree that a voting process will be implemented to select the Committee Members for the next enterprise agreement.

6. Contract of Employment

- i Employees shall be engaged on a full-time, part-time or casual basis. The parties agree that, where possible, full-time employment is preferable. It is recognised however that, because of the seasonality of our business, other types of engagement may be necessary from time to time such as casuals, part-time or permanent for a fixed period of time.
- ii A probationary period of three (3) months will be applied to all new employees, other than casual. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the Company with the giving of one day's notice or by the payment or forfeiture of one day's pay as the case may be.
- iii Upon engagement, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular monthly assessments during the period of probationary employment.
- iv There will be no fixed ratio of casual to permanent employees. It is recognised that our business must be flexible enough to meet the needs and demands of our customers. Accordingly, manning requirements will reflect business needs.

It is the company's preference to offer permanent and permanent part-time employment, however we understand the needs of employees. Accordingly those employees who commence on a casual basis, after 12 weeks or 456 hours of satisfactory service, shall be offered permanent full time or permanent part time employment based on the needs of the business. The employee shall have the choice to take up such permanent employment and may elect to stay employed on a casual basis. Where permanent part-time work is elected the employee will not be given less hours work then the average hours worked in the previous 12 weeks or 456 hours worked.

7. Hours of Work

It is the intention of the parties to this agreement to modify working arrangements to ensure greater flexibility in the production process. This clause is to read in conjunction with Hours clause of the Parent Award.

i Day Workers

The ordinary hours of work for day workers shall be from 5.00am to 5.00pm. The exception to this are those employees who work in the Primary Processing (Live bird hanging, Evisceration and Spin Chill) area of the plant, whose ordinary hours shall be from 3.00 a.m. until 6.00p.m. Employees of the Primary Processing shall be given the option of working in the area should these times be introduced.

ii Accrued Leisure Time

The planning for days off as leisure time shall, where practical, be in the ratio of 2 prime days for three other days, provided that no employees shall be rostered to take accrued leisure leave on a production day preceding or following a public holiday. When this occurs the day shall be transferred to the next prime day.

Any worker who makes application to work on a rostered accrued leisure day, provided such work is available, shall be paid at the ordinary hourly rate for all time worked on that day. When an employee is requested by the company to work on their Rostered Day Off they shall be paid at the appropriate overtime rate.

8. Picnic Day Eligibility

All accrued picnic days up to October 31st 2002 must be either taken or paid out on 1st November 2002. On November 1st all current employees will be granted 1 days annual leave. From that date on, the annual picnic day will be treated as an additional annual leave day and accrued for as such and will be able to be recorded on pay slips.

If in the future some other form of accrual for picnic days is agreed to, the additional annual leave day will cease to accrue.

9. Notice of Overtime

Where a day shift employee is required to work overtime, the department supervisor will advise the employee of their need to work overtime by the start of the employee's lunch break.

Where an afternoon shift employee is required to work overtime, the department supervisor will advise the employee of their need to work overtime by the start of the employee's meal break.

10. Pre-programmed Week-End Overtime

Where an employee is required to attend the site on Saturday or Sunday for the purpose of pre-programmed routine work, 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.

11. Meals and Rest Period

i The 50 minute break entitlement will be taken over 2 breaks. Day shift employees will take one twenty and one thirty minute break. Employees will then finish work ten minutes before the end of shift and be paid up to the end of shift.

Afternoon shift will take two twenty-minute breaks, the remaining 10 minutes will be taken at the end of shift. The times of the two breaks will be negotiated in line with business needs.

ii When an employee is required to work overtime, a further break will be made available at the end of the employees' normal hours.

12. Excessive Breaks

The Company will use supervisors and leading hands to ensure employees are leaving and returning from breaks at correct times and will use the discipline policy and procedures (Appendix 1)to deal with offenders. This practice will be endorsed by the union.

13. Public Holiday/Weekend Work

Employees will guarantee that there be sufficient labour available to allow the operation of the plant on any three nominated days (i.e. Saturday, Sunday or Public Holiday) in one year. These days will be nominated by the Company with at least one months notice. Employees will be called on a voluntary basis first and if there remains insufficient labour, employees will be nominated to work on a fit for purpose basis.

If the company does not give the required one months notice and for all other public holiday and week-end work in excess of the 3 nominated days, work will be performed on a voluntary basis.

Christmas Day and Good Friday will not be included in the three nominated days. If the Company requires the plant to operate on either of these days, work will be on a voluntary basis only.

14. Rates of Pay

i Increases

Year 1

A 4% increase shall be calculated on the final rates of the 2000 agreement. All wages will be increased from the first full pay period after the 20th July 2002

Year 2

All wages will be increased by 4% from the first full pay period after the 20th July 2003

Year 3

All wages will be increased by 4% from the first full pay period after the 20th July 2004.

15. Attendance Improvement/Bonus

Absenteeism continues to be an issue for management as it results in labour shortages, overtime and low morale. From July 01 to June 02 absenteeism averaged 5.5% per month and cost the company approximately \$1.2 million. A 1% improvement in this rate will save the Company \$250, 000 per annum or \$62, 500 per quarter in the first 12 months. Continued improvement will result in even greater savings. If this can be achieved the Company will share the savings in the form of an Attendance Bonus paid to eligible employees. It is the intention of all parties to this agreement to reward good attendance and to discourage poor attendance. Eligible employees will share the Bonus money equally.

Targets

The Attendance Bonus will be paid quarterly if and only if the following absenteeism targets are met:

From 1 Oct 02 to 30 Sept 03 to 4.5% per quarter

From 1 Oct 03 to 30 Sept 04 to 4% per quarter

From 1 Oct 04 to 30 Sept 05 to 3.5% per quarter

(Each quarter will stand alone i.e. if the October to December quarter of 2002 absentee rate is 4.5% the bonus will be paid. If the next quarter of 2003 (January to March) is 5.2% the bonus will not be paid.

Bonus Amount

The Attendance Bonus will be as follows:

Year 1: \$31, 250 per quarter to be shared amongst eligible employees

Year 2: \$46, 875 per quarter to be shared amongst eligible employees

Year 3: \$62, 500 per quarter to be shared amongst eligible employees

Eligibility Criteria

The employee must be employed for the full quarter.

The employee must have had no more than 1 approved sick leave day (the absence must be supported by a doctors certificate) throughout the quarter.

Displaying Absentee Rate

The weekly absentee rate will be published on notice boards and will be made readily available.

16. Allowances

The following allowances will be paid in addition to or where specified in place of the allowances in the Parent Award.

- I. Chiller (Distribution) employees will receive a chiller location allowance of 57 cents per hour, this allowance replaces the temperature allowances in the parent award.
- II. The Protein Rendering Plant heat allowance will be increased to 60cents per hour over 12 months for ordinary hours worked. Temperatures exceeding 40 degrees Celsius to be managed for relief.
- III. While the existing tub room facilities remain, a 57cents per hour location allowance will be given to tub room employees during the months of December to February inclusive. The parties will monitor temperatures for the months of November to March.
- IV. All After-Process Cleaners will be provided with a level of chemical training which meets the needs of legislation. This training will be provided for by Training and Development. A competency-based assessment will be conducted on completion of training. Upon competence of this unit After-Process Cleaners will be paid the 57cent per hour location allowance provided for under the award.
- V. Chiller (Distribution) employees will be paid a productivity allowance of \$ 5.00 per day.
- VI. Employees who are employed in the Broiler Kill section are paid \$ 2.74 per hour when hanging.
- VII. Employees who are employed in the Evisceration section are paid \$2.74 per hour when gutting.
- VIII. Employees who are employed in the Spin Chill area are paid \$ 1.00 per hour when hanging.
- IX. Employees who are employed in Hen Debone are paid \$1.57 per hour on Hen kill days only.

All allowances shall be increased by the same amount as any increase to allowances in the Parent Award.

17. Leave Reserved

The parties agree that within one month of signing this agreement, a Trainers/Assessors allowance will be introduced which will be no more than the Small Leading Hand Allowance.

18. Key Performance Indicators

Key Performance indicators have been developed to measure productivity. These indicators will be communicated to all processing employees to ensure an understanding of the performance of the Hanwood Processing Plant.

19. Monitoring Process

The parties will establish a process to review closely the key issues and developments essential to the implementation of this agreement and ongoing business and workplace reform matters.

20. Sick Leave

The method of sick leave accumulation is to remain as per current award provisions, however accumulated sick leave will be paid out on the following basis.

At the commencement of this EBA and on commencement of permanent employment all employees are to select one of the following options:

Option 1

Apply current award conditions up to the time an employee leaves the company. On ceasing employment all untaken sick leave which has accumulated as from the last anniversary of employment prior to commencement of EBA shall be paid out.

Option 2

Sick leave accumulated up to the anniversary of employment prior to commencement of EBA shall be kept in reserve. At each anniversary of employment all untaken sick leave which has been accumulated (with the exception of leave in reserve) shall be paid out. Sick leave which has been kept in reserve can only be used if an employees medical condition/s has resulted in the taking of leave in excess of the yearly accumulation.

21. Leave

Personal/Carer's Leave

(a) Use of Sick Leave

- i. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (a)(iii)(b) who needs the employee's care and support, shall be entitle to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20 of this agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- ii. The employee shall, if required, establish either by production of a medical certificate of statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- iii. The entitlements to use in sick leave in accordance with subclause is subject to:
 - a) The employee being responsible for the care of the concerned; and
 - b) The person concerned being:
 - (1) a spouse of the employee; or

- (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of the person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or and adult child(including a adopted child, a step child, a foster child or and ex-nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the household, where for the purpose of the paragraph:
- iv. "relative" means a person related by blood, marriage or affinity;
 - v. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - vi. "household" means a family group living in the same domestic dwelling.
 - vii. An employee shall, wherever practical, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practical for the employee to give prior notice of absence, the employee shall notify the company by telephone of such at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose

- i. An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in (a)(iii)(b) above who is ill.

(c) Annual Leave

- i. An employee may elect, with the consent of the Company, subject to the *Annual Holidays Act 1944*, to take Annual leave not exceeding five single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- ii. Access to annual leave, as prescribed in paragraph (c)(i.) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- iii. An employee and Company may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) Time off in Lieu of Payment for Overtime

- i. An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- ii. 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.
- iii. If, having elected to take time a leave, in accordance with paragraph (d)(i.) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of twelve (12) month period or ion termination.

- iv. Where no election is made in accordance with paragraph (d)(i.) the employee shall be paid overtime rates in accordance with the Parent Award.
- (e) Make-up Time
- i. An employee may elect, with the consent of the Company, to work 'make-up time' under the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - ii. An employee on shift work may elect, with the consent of the Company to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

22. Discounts

i Bartter Enterprises Discount List

The company will negotiate with local businesses (including petrol companies) to supply products at discount prices for its employees, through a discount card system which shall be offered to all employees on production of a current pay slip.

ii Bartter Enterprises Discount Products

All fresh chicken products have been reduced in price for the Company's employees only. Frozen products are already sold at cheaper than normal prices. In conjunction with the discount card, frozen products may be sold for cheaper prices to employees, than the public, in the future.

23. Training

The parties are committed to a competency based training plan for the processing plant. The plan is identified in Appendix 2 of this agreement.

Competency Based Training

The training plan's objective is to provide approved training to all employees and wages linked to skill levels achieved by the employee.

All existing employees including casual and permanent employees are able to participate in training.

Key issues of the training plan are:

to focus on On The Job training and to deliver cost effective, quality training that meets all our needs.

Training will remain a priority.

There will be 17 trainers and assessors for the processing plant.

Those employees who possess the skills but are not filling the position of trainers or assessors will provide relief if necessary.

Those employees will be classified as Level E and paid an over award payment with increases being absorbed as per the agreed absorption method.

The training framework (in Appendix 2) shows the training required for movement through the Stages.

The company is committed to ensuring that employees have the ability and training to move through the stages.

On the job training will consist of formal training by Trainers and the Buddy system. Formal assessment will be conducted by the Assessors.

24. Disputes Procedure

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

- i Discussion between the employee(s) concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisor/s;
- ii Discussion involving the employee(s), union delegates and more senior management;
- iii Discussion involving representatives from the Union(s) concerned and the company's representative(s).
- iv Discussion involving senior union official(s) and the Company's representative(s).
- v There shall be an opportunity for any parties to raise the issue to a higher stage.
- vi Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- vii Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales.
- viii In the event that any party fails to comply with the provisions of this procedure, the other party involved shall be entitled to exercise their legal rights in relation to such dispute.
- ix The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- x This procedure will be recognised by all employees and union representatives.
- xi During the negotiation stages, past custom and practice shall continue pending the final settlement of the dispute. Whilst this procedure is being followed normal production shall continue.

25. Attendance Standards

1. The company has a reasonable expectation that employees will attend work regularly. Of course there are times of genuine illness when employees cannot present for work and the company fully understands those situations.
2. However there are some cases of sick leave abuse and unfortunately this leads to extra workload on those employees at work and extra cost to the company. The company will monitor sick leave use and where the business is affected due to abuse the Disciplinary Policy and Procedure will be implemented.

Some examples of attendance problems which may lead to disciplinary action being taken are:

A regular pattern of sick e.g. all sick days are on a specific day of the week such as every 3rd Monday, either side of an RDO,

More than 3 single day absences in any 2 month period.

More than 3 occasions on presenting late to work in any 2 month period.

Leaving work on one occasion without notification.

3. The Company shall require production of a doctors certificate or statutory declaration declaring that the employee was unable to attend for work on account of personal illness or on account of injury by accident for all absences that are 2 or more days in duration.
4. If an employee has;
 - I. Exhausted their sick leave entitlements; and/or
 - II. Had more than 4 absences (single or multiple days), which include a;
 - a) Monday or Friday
 - b) A day off either side or a Rostered Day Off, Public Holiday, Annual Leave, Long Service Leave or any other approved leave,

they must provide a doctors certificate or statutory declaration.

APPENDIX 1

Table 1

RATES OF PAY

Level	Current Rate	Rate from 20 July 02	Increase from 20 Jul 03	Increase From 20 Jul 04	Total EBA Increase
Level A	468.02	486.74	506.21	526.46	58.44
Level B	477.38	496.48	516.34	536.99	59.61
Level C	491.41	511.06	531.50	552.76	61.35
Level D	510.13	530.35	551.56	573.62	63.49
Level E	538.21	559.74	582.13	605.41	67.20
Level F	570.98	593.82	617.57	642.27	71.29
Level G	608.42	632.76	658.07	684.39	75.97
Level H	702.02	730.10	759.30	789.67	87.65

APPENDIX 2

COMPETENCY BASED EMPLOYEE DEVELOPMENT PLAN

FRAMEWORK

- (i) Training required shall be as per Attachment A.
- (ii) Technical Training:

The basis for the technical training are the work instructions and the assessments. Each job will be weighted and scored on the basis of appropriate criteria. Once assessed as competent an employee shall add these points to their individual development plan.

TASK WEIGHTING

Each task in the process will be weighted against criteria to establish a value. These values are the technical points required by the employees to move through the framework. The higher the weighting then the higher the level of task.

Criteria for weighting will include:

- Decision making - complexity, how often.
- Problem solving - use of frequent or complex problem solving.
- Complexity of the task - is there variation, cycle time, technology.
- Consequence of an error - impact regarding safety, quality and cost.

EMPLOYEE DEVELOPMENT PROCESS

Induction:

At the introduction of the agreement all new poultry processing employees will enter through the framework.

Employees joining Bartter Enterprises, will work through the induction as identified in the framework (Stage A). Employees will also be trained and assessed in a number of technical or on the job skills. Upon obtaining 10 points employees will then move onto Stage B.

All new employees with food processing experience will be provided with the opportunity to be R.Pled against appropriate competencies to identify their stage within the framework.

Employee Assessment:

All assessment of employees completing individual modules will be competency based and documented appropriately. All assessors will be trained and accredited. Should the assessee be unhappy with the assessment then they will have access to an appeal process.

- (i) A person will be assessed when the supervisor/employee/leading hand/workplace trainer or the assessor believe an employee is ready for assessment.
- (ii) The assessor will gather evidence to support the assessment, this will include:
 - knowledge
 - skills
 - output

Assessment criteria will include but not be limited to:

- competency in process
- production levels or standards
- quality standards
- OH&S standards

The assessment will be:

- over a time-frame as identified in the criteria in the assessment documents
- inclusive of documented evidence to the assessment
- clearly documented
- follow the process as documented in the criteria

Once the appropriate evidence is collected, the assessor will deem the assessee as competent.

If the assessee is unhappy with the result then it will be referred to the appeal panel.

Assessment results are supplied to Training and Development for record keeping. When a person achieves enough to be re-graded then Training and Development begin this process.

Appeal Process:

A committee shall be formed that will have the responsibility of validating an employees assessment should the need arise. The committee shall be made up of three people, a Training and Development representative, a plant management representative and a representative from the Processing Plant Training and Development Committee. Should the employee request it, a union delegate may be a fourth representative on the committee.

The person placing the appeal has the right to have a representative along with them to assist them and support them through this process. Should the appeal committee turn down the assessment appeal and the assessee is still unhappy with this discussion, the assessee has the right to take it to the normal dispute process.

ROLES

Processing Plant Training & Development Committee

The Training and Development Committee's role will be to oversee the introduction of the employee development plan. There will be equal representation from employees and management.

Appropriate training will be provided to members of the plant Training and Development Committee.

All employee representative positions on the Plant Training and Development Committee will be elected by the processing plant employees. This will be an election co-ordinated by the Training and Development Manager and an AMIEU representative. There will be three employee representatives on the committee, two from day shift and one from afternoon shift. One employee from each shift will serve as back up should representatives be unable to attend. Employee representative roles on the assessment appeals committee will be drawn from this group.

Workplace Trainers:

All employees in Workplace Trainer roles will have completed an accredited Workplace Trainer I program. They will be selected from operators in the workplace and will only train in areas they are competent in.

Workplace trainer to operator ratio will vary, but will be approximately one workplace trainer to 12 employees.

Workplace Assessors:

The Workplace Assessors will be responsible for assessment and will have been trained in Workplace Assessment.

They will be selected from operators in the workplace and they will only assess in areas they are competent in. Workplace assessor to operator ratio will vary, but will be approximately one workplace assessor to 20 employees.

Team Experts:

Within stage G of the framework are a number of team expert roles. People in these roles would be responsible for an area within their team as well as being part of the normal production process.

STAGE DESCRIPTORS

The following are position descriptors for employees at each level of the framework.

STAGE A

Primary Responsibilities:

An employee at Stage A must be recognised as having the skills necessary to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Participate in a structured induction programme.

Undertake an on and off-the-job structured training programme of basic tasks required on the line.

Work under direct supervision with constant checking.

Exercise minimum discretion.

Attend off-the-job training in modules of The Certificate of Meat Processing.

Attend and participate in weekly team meetings.

Is not responsible for quality of own work.

Competently achieve work instructions from the sections training manual.

Knowledge and Skills:

Ensure all OH&S and Hygiene and Sanitation Standards are consistently met.

Ensure the highest degree of care is observed with all company equipment.

Qualifications:

No previous qualifications necessary.

STAGE B

Primary Responsibilities:

An employee at Stage B must demonstrate the necessary skills to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Undertake a structured on and off-the-job training programme.

Work under direct supervision with regular checking.

Perform routine tasks of a repetitive nature.

Use minimal self judgement.

Attend and participate in weekly team meetings.

Is responsible for quality of own work.

Competently achieve work instructions from the sections training manual.

Knowledge and Skills:

Ensure all OH&S and Hygiene and Sanitation Standards are consistently met.

Ensure the highest degree of care is observed with all company equipment.

Qualifications:

Completed the Bartter Enterprises EBA Award Structure Stage A

Core modules

Bartter Core modules

Specific modules

Technical modules

STAGE C

Primary Responsibilities:

An employee at Stage C must demonstrate the necessary skills to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Undertake a structured on and off-the-job training programme.

Perform intermediate stage tasks with less than regular checking.

Use self judgement.

Is responsible for the quality of own work.

Is able to meet required production demands.

Works as a team member and is able to contribute to team discussion.

Competently achieve work instructions from the sections training manual.

Knowledge and Skills:

Ensure all OH&S and Hygiene and Sanitation Standards are consistently met.

Ensure the highest degree of care is observed with all company equipment.

Qualifications:

Completed the Bartter Enterprises EBA Award Structure Stage A & B.

Core modules

Bartter Core modules

Specific modules

Technical modules

STAGE D

Primary Responsibilities:

An employee at Stage D must demonstrate the necessary skills to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Undertake a structured on and off-the-job training programme.

Perform intermediate to high level tasks meeting all required standards with general supervision.

Able to support new employees in their training process, by coaching in tasks of competency.

Competently achieve work instructions from the section's training manual.

Knowledge and Skills:

Have a sound knowledge of OH&S, Hygiene, Quality and Communication.

Ensure the highest degree of care is observed with all company equipment.

Qualifications:

Completed the Bartter Enterprises EBA award structure Stages A, B & C.

Core modules

Bartter core modules

Specific modules

Technical modules

STAGE E

Primary Responsibilities:

An employee at Stage E must demonstrate the necessary skills to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Undertake a structured on and off-the-job training programme.

Perform high level tasks meeting all required standards with minimal supervision.

Maintain strong team skills in supporting team members.

Able to support new employees in their training process, by coaching in tasks of competency.

Competently achieve work instructions from the section's training manual.

Knowledge and Skills:

Able to impart sound knowledge of OH&S, Hygiene, Quality and Communication to team members.

Qualifications:

Completed the Bartter Enterprises EBA award structure Stages A, B, C & D.

Core modules

Bartter core modules

Specific modules

Technical modules

STAGE F

Primary Responsibilities:

An employee at Stage F must demonstrate the necessary skills to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Performs all high level tasks meeting all required standards with minimal or no supervision.

Provide direct support to leading hand and team experts.

Provide strong team skills and assist or relieve in leading hand position.

Able to record intermediate level information.

Able to support employees in their training by coaching in tasks of competency.

Competently achieve work instructions from the section's training manual.

Knowledge and Skills:

Able to impart sound knowledge of OH&S, Hygiene, Quality and Communication to team members.

Qualifications:

Completed the Bartter Enterprises EBA award structure Stages A, B, C, D & E.

Core modules

Bartter core modules

Specific modules

Technical modules

To hold a leading hand position the employee must be graded at least at Level F.

STAGE G

Primary Responsibilities:

An employee at Stage G must demonstrate the necessary skills to perform the duties stated below.

Undertake training to achieve a level of skills and knowledge necessary to perform designated tasks at this level.

Duties:

Perform all tasks to a high level with minimal or no supervision.

Act as leading hand or supervisor.

Maintain production responsibilities.

Support the leading hand and supervisor.

Complete their area specialist role within their work team.

Knowledge and Skills:

Able to impart sound knowledge of OH&S, Hygiene, Quality and Communication to team members.

Be familiar with all recording systems.

STAGE H

Primary Responsibilities:

An employee at Stage H must demonstrate the necessary skills to perform the duties stated below.

Undertake specialist training in work related areas.

Duties:

- Hold a leading hand/supervisor or other role.
- Identify and rectify potential equipment breakdowns.
- Be responsible for meeting production requirements.
- Meet all company operating standards.

Knowledge and Skills:

- Able to communicate at all levels.
- Be competent at all tasks in the section.
- Able to accurately complete all documentation as required.
- Maintain sound OH&S, Hygiene and Quality Standards.

LEADING HANDS AND SUPERVISORS

For Leading Hand and Supervisor positions - employees at levels lower than F may be appointed provided that they meet the assessment criteria of F, G or H within 4 months. If they are not deemed competent within the 4 months they will revert to their previous position.

GRADING

Purpose:

The purpose of grading is to facilitate the movement of an employee from one level of the framework to a higher level.

Reasons for the Grading:

- 1 To ensure that achieved competencies are maintained and on-going.
- 2 To ensure that appropriate employees are promoted.
- 3 To maintain a standard of excellence.

To provide written support and evidence of an employee's change of stage.

Procedure:

- 1 Assessment Panel consisting of 3 people:
 - Supervisor
 - Training and Development representative
 - Assessor
- 2 When an employee has completed all modules at a particular level and has gained competence in all modules he/she may apply for a grading to the Training and Development Department.
- 3 Training and Development will facilitate a meeting of the grading panel to discuss the applicant.

Criteria from Enterprise Agreement:

Skills and duties

Training level achievements

Results of previous assessments

Recommendations from each panel member

- 4 Where an employee is not happy with the result of the assessment an appeal may be lodged.
- 5 On completion a report will be generated. One copy to go to the applicant and a second copy forwarded to personnel.

When an appeal is lodged with the Platt Training and Development Committee, an appeal committee will be formed as per the assessment process.

TRANSFERRING CURRENT EMPLOYEES

Current employees will be provided with the following:

The opportunity to apply for RPL for all off-the-job training.

The opportunity to be assessed and recognised on their competency in any, on the line tasks they have previously worked in.

Following this process they will be allocated a new stage in the plan, and in conjunction with them an individual development plan will be drawn up. If the new stage pays less than their existing pay level as per Appendix 1, Table 1 of the current EBA they will continue to be paid their existing pay until the completion of the agreement. At the completion of the agreement employees will have their pay adjusted to the appropriate stage pay level.

DELIVERY METHODS

The greatest opportunity to complete modules and training will be provided to assist employees through the use of as many as possible delivery methods. Appropriate delivery methods will be investigated including, workbook based material, computer assisted material as well as the normal face to face delivery style. The most appropriate delivery method will be applied to each of the individual modules. Employees who wish to speed up the process of obtaining their certificates may do so by completing these materials in their own time.

RECOGNITION OF PRIOR LEARNING

Purpose:

The RPL process is available to persons who may have gained the appropriate knowledge and experience prior to joining Bartter and wish to gain exemption by providing evidence of skills and knowledge gained in specific related areas.

RPL will be assessed against the learning outcomes of the module for which the applicant is applying.

Process:

The RPL will be a three step process:

Application

Interview

Outcome

The onus of applying and achieving RPL lies with the employee although Training and Development will offer every support to assist in achieving the outcome.

Criteria:

Criteria for decision making will include authenticity, currency, quality, relevance, transferability and validity.

LITERACY AND NUMERACY

Employees identified as having literacy and numeracy problems will be supported through the process by the providing of specially developed .

FUNDING

The union will be consulted on and provide support for any funding applications.

AGREED NUMBER OF WORKPLACE TRAINERS/ASSESSORS

Section	Day Shift	Afternoon Shift
Kill/Evisc/Spin Chill/Hen Debon/Tub	1	1
Hen Deboning/Tub Fillet/Laundry/DSI/Thigh	1	
Fillet/Laundry/DSI/Thigh	2	1
Fryline/QA/Laundry	1	1
Chillers	1	1
Cleaning		1
Packing - Trays	1	1
Packing - Marin, Stock-Cut-up	1	1
Packing - B/B, KFC	1	1

TRAINING FRAMEWORK - ATTACHMENT A

As at 30th August 2001

Stages	A	Prerequisites for grading to B	Prerequisites for grading to C	Prerequisites for grading to D	Prerequisites for grading to E	Prerequisites for grading to F	Prerequisites for grading to G	Prerequisites for grading to H
Off the Job Training	Entry Level	Induction - 4 hrs OH&S 1 - 4 hrs Food Safety - 4 hrs	OD&S 2 - 4 hrs	Food Safety/ Quality - 4 hrs			Team Skills 3 for Supervisors Self Paced	
Specific Units		1 Safety Walk in own section	2 Safety Walks - 1 in own section, 1 in another section	After process cleaners Cleaning and Sanitation - 2 hrs 3 Safety Walks - 2 in own section, 1 in another section	3 Safety Walks - 1 in own section, 2 in another section	4 Safety Walks - 2 in own section, 2 in another section	LH & Supervisors Anti Disc - 2 hrs OH&S 3 - 5 hrs	Accident Investigation - 4 hrs
On the Job Technical Points		Any to 10	Any to 65	Any to 75	Any to 90	Any to 100	By appointment only	By appointment only
Skills and Duty Description		Participates in a structured induction program. Performs basic tasks under direct supervision with constant checking. Exercise minimum discretion.	Performs routine tasks of a repetitive nature working under supervision with regular checking. Makes minimal self judgement.	Performs intermediate level tasks with less regular checking. Is responsible for the quality of his or her own work. Is able to meet required production demands. Works as a team member and is able to contribute to team discussion.	Performs intermediate to high level tasks meeting all required standards with general checking. Has a sound knowledge of OH&S, Food Safety, Quality of work. Communicates with the team.	Performs high level tasks meeting all required standards with minimal supervision. Maintain strong team skills.	Performs all high level tasks to required standards with minimal or no supervision. Provide direct support to leading hand. Provide strong team skills and assist or relieve in team expert position. Able to record intermediate level information.	

				Able to support new employees in their training process. Train min. of 1 emp. At A to a min of 10 points.	Train min. of 1 emp. At B to a min of 65 points.	Train min. of 1 emp. At C to a min of 75 points.	Train min. of 1 emp. At D to a min of 90 points.	
	Successful completion of each unit and grading is dependent upon competence as assessed against standards: written at the front of the Training Manual, performance and absenteeism application of skills and duty description.							
Grading		Completion of 456 hours employment	608 hours	760 hours	912 hours	1368 hours		

APPENDIX 3

Bartter Enterprises

DISCIPLINARY POLICY AND PROCEDURES

PART ONE

1. Objective

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

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

can have unsatisfactory performance or behaviour identified in a constructive fashion;

can be subject to disciplinary procedures up to and including termination of employment; and

to ensure that all activities and procedures associated with these issues are objective and procedurally fair.

2. Statement Of Policy

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

3. Principles

a) Disciplinary action pursuant to this policy should be educational in the first instance, and only corrective where educational steps have failed.

b) Punitive action should only be taken when remedial steps have failed.

c) As far as practical, similar offences in similar circumstances should be treated equitably through the application of similar punitive action.

d) Procedural fairness is of paramount importance in ensuring equitable treatment for employees. This will necessitate the use of time and other resources to ensure a satisfactory investigation. This policy therefore provides the ability to suspend employees on full pay whilst any necessary investigation is completed.

4. Access

Given the Objective, Policy Statement and Principles of this policy, this document is public in nature, and should be available to employees on request. Any employee who is to receive any punitive action pursuant to this policy must be provided with a copy of or access to a copy of this document.

DISCIPLINARY PROCEDURE

PART TWO

1. Levels

This policy recognises four levels of disciplinary procedure:

Counselling

First Written Warning

Final Written Warning

Dismissal

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

2. Counselling

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

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

- b) A formal record of a counselling process need not be made, however it may be appropriate for a file note to be placed on the employee's file. 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.
- 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.

- 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.

- l) 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

26. Declaration and Signatories

DECLARATION

- i This Enterprise Agreement has been negotiated through extensive consultation between the Company, the Union and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.
- ii The parties declare that this agreement
 - a) Is not contrary to public interest.
 - b) Is not unfair, harsh or unconscionable.
 - c) Was at no stage entered into under duress.
 - d) Reflects the interests and desires of the parties.

SIGNATURES

Signed for and on behalf of
Bartter Enterprises Pty. Limited

Signature and Name

Signature and Name of Witness

Date

Signed for and on behalf of
The Australasian Meat Industry Employees Union
New South Wales Branch

Signature and Name

Signature and Name of Witness

Date