

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/241

TITLE: Downer RML Pty Ltd Sydney ORICA Enterprise Agreement 2004 - 2006

I.R.C. NO: IRC4/3839

DATE APPROVED/COMMENCEMENT: 16 July 2004 and commenced 20 May 2004

TERM: 19 months.

NEW AGREEMENT OR

VARIATION: Replaces EA02/121

GAZETTAL REFERENCE: 17 September 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Downer RML Pty Ltd - Sydney Division, 480 Victoria Road, Gladesville NSW 2500, who fall within the coverage of Electrical, Electronic and Communications Contracting Industry (State) Award and who are engaged at the Orica Site Port Botany

PARTIES: Downer RML Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

Sydney Industrial Division

10. Conditions of Employment
11. Anti-Discrimination
12. Dispute Settlement Procedure
13. Consultative Mechanism
14. Hours of Work
15. Rostered Days Off
16. Wages
17. Sick Leave
18. No Disadvantage
19. Superannuation
20. Redundancy
21. Top Up
22. Clothing
23. Transfer of Labour
24. Skills Development
25. Recognition and Respect of ETU Delegates
26. Wet Weather
27. Payment of Wages
28. Major Contract Works
29. ETU Picnic Day
30. Distant/Away Work
31. Quality Assurance
32. Classifications
33. Tools

ORICA Enterprise Agreement 2004 - 2006

Appendix A Counselling and Disciplinary Policy

1. Introduction

This Agreement has been jointly developed by DRML, its Employees and the Electrical Trades Union of Australia, New South Wales Branch, with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the focus of DRML within the marketplace, thus delivering projects, safely, on time and within budget along thus providing job satisfaction gaged on the Orica Site Port Botany.

2. Title

This Agreement shall be known as the Downer RML Pty Ltd Sydney ORICA Enterprise Agreement 2004 - 2006.

3. Definitions

For the purpose of this Agreement:

"Agreement" means this enterprise agreement.

"DRML" means - Downer RML Pty Ltd - Sydney Division (ABN No. 53 000 983 700).

"Employee" means an employee of DRML performing work within the scope of this Agreement.

"Parent Award" means the Electrical, Electronic and Communications Contracting Industry (State) Award.

"Union" means the Electrical Trades Union of Australia, New South Wales Branch.

4. Objectives

The parties to this Agreement are committed to the following shared objectives:

Ensuring customer satisfaction in the provision of services.

Increasing the competitiveness, productivity, efficiency and flexibility of DRML and its workforce.

Creating a co-operative, safe and productive environment on DRML's projects.

Continuing the development of more flexible, efficient and adaptable management and work practices.

Establishing and developing better and more effective communication and consultation between DRML and Employees.

Fostering a commitment to DRML's Quality Management System.

Improving job security and the working environment.

Providing for the use of the full range of skills and knowledge held by Employees.

To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.

To substantially reduce disputation and eliminate lost time due to disputation

Employees are aware that the parties to this Agreement acknowledge that to ensure the competitiveness, productivity and efficiency of the workforce a mechanism must exist to regularly monitor Employees' performance. This assessment may take place regardless of DRML's workload. Outcomes of the assessment are to be made available to the Employee and Employees have the right to appeal the assessment at the time of the assessment. This system is to be transparent.

5. Parties Bound

This Agreement shall be binding upon:

- (i) DRML; and

- (ii) All Employees, whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award; and
- (iii) Electrical Trades Union of Australia, New South Wales Branch

This Agreement applies to DRML in respect to all Employees who are engaged pursuant to the Parent Award and who are engaged upon the Orica Site Port Botany.

6. Application of Agreement

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award and who are engaged at the Orica Site Port Botany.

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

7. Date of Operation

This Agreement shall come into operation from 20 May 2004 and remain in force until 30 December 2006.

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

8. No Extra Claims

The Employees and the Union shall not pursue any extra claims, either Award or over-Award, for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against DRML in relation to the above, until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

9. Not to be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, Division, Department, Plant or Enterprise.

10. Conditions of Employment

It is a term and condition of employment and of the obligations and rights occurring under this Agreement that an Employee shall:

- (i) properly use and maintain all appropriate protective clothing and tools and equipment supplied by DRML for specified circumstances; and
- (ii) use any technology and perform any duties which are within the limits of the Employee's skill, competence and training; and
- (iii) understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of DRML, together with the efforts, skills and abilities of the Employee, which will be the determining factors regarding the retrenchment of Employees. However, where efforts, skills and abilities are equal, then seniority shall take precedence; and
- (iv) maintain commitment to, and comply with DRML's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
- (v) provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
- (vi) be committed to the objectives in clause 4 of this Agreement.

All new Employees (other than casuals) will be engaged on the basis of a three-month probationary period, which shall count as service. DRML reserves the right to terminate a probationary Employee at any time during this three-month period subject to a week's notice or payment in lieu thereof.

DRML's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. Anti-Discrimination

- (i) It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age or responsibilities as a carer.
- (ii) It follows that, in fulfilling their obligations under the dispute resolution procedure set out in this Agreement, the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation
- (ii) offering or providing junior rates of pay to persons under 21 years of age
- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
- (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute; further, that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible. It is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

The Employee/s or accredited Employees representative wishing to raise any matter affecting the Employee/s shall:

- (i) initially raise the matter with the Employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the Employee/s or representatives shall, then:
- (ii) raise the matter with DRML Manager or his representative. If agreement is not reached at this level and an Employee representative has been involved, the Employee representative will then:
- (iii) Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- (iv) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.

- (v) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of the New South Wales for resolution by conciliation and/or arbitration.
- (vi) Whilst the above procedure is being affected, work shall continue normally.
- (vii) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties subject to the industrial rights of the parties.

13. Consultative Mechanism

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with DRML. To this end, a Consultative Committee, comprising of DRML appointed representatives and Employee elected representatives should be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under clause 4 of this Agreement.

14. Hours of Work

The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of the Agreement following consultation and agreement between DRML and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes in hours of work will include the impact on efficiency, operational and project requirements, productivity and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of Employees by agreement.

Staggered starting and finishing times may be introduced by agreement with Employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

An Employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift in accordance with subclause 22.6 of the Parent Award.

Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.

Starting

Employees shall be at the nearest gang box or site shed dressed and equipped and ready to commence work at the work start time. Wash up time shall occur after the finish time.

15. Rostered Days Off

The parties agree to increased flexibility with regard to the taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than on industry RDO days.

By agreement between DRML and the Employee, RDO's may be banked to a maximum of five. Records of each employee's RDO status will be kept by DRML and made available to the Employee upon request.

16. Wages

Wage rates for Employees shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A.

These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement except that, should the Parent Award's all purpose hourly wages rates exceed the rates under this Award, Employees shall be paid at the higher hourly rate.

The parties agree that apprenticeships and traineeships are now competency based and therefore require individual assessment on an ongoing basis. Progression through the apprenticeship must meet the necessary academic and workplace competency standards as determined by the Union, DRML and the relevant authority.

17. Sick Leave

A full-time Employee who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, will be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- (i) The Employee must within 24 hours of the commencement of such absence inform the DRML representative of their inability to attend for duty.
- (ii) Where the extent of illness or injury prevents the Employee from attending for duty for two consecutive days or more, then the Employee shall present a medical certificate from a duly qualified medical practitioner attesting to the fact that the Employee was unable to attend for duty on account of personal illness or injury. Such certificate shall be produced on the Employee's first day back at work.
- (iii) Provided that an Employee has completed one year of continuous employment with DRML, the Employee will be credited with 10 days sick leave entitlement at the beginning of the second and each subsequent year.
- (iv) Untaken sick leave will accumulate from year to year.
- (v) Sick leave entitlements are accrued and provided to employees for the purpose of illness or injury as provided in the clause. Payment of unused entitlements on termination will not be made.
- (vi) Use of accrued sick leave entitlements may also apply for family/personal carer's needs. Where such a need arises, it shall be taken in accordance with carer's leave provisions of the Parent Award.

18. No Disadvantage

No Employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 38-hour working week and no overtime shall be taken into account.

19. Superannuation

DRML will pay superannuation contributions into either the NESS Superannuation Scheme, EISS or the C+BUS Superannuation Fund for each Employee. It is hereby agreed that either of these superannuation funds will be the sole fund utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

All superannuation contributions will be paid monthly as required by the Trust Deed.

20. Redundancy

Redundancy will be paid strictly according to the provisions of the Electrical, Electronic and Communications Contracting Industry with the exception that this Agreement shall apply notwithstanding that employment is terminated by DRML due to the ordinary and customary turnover of labour.

The parties to this agreement commit to discussions with the Union to set industry guidelines in place to avoid disputation and confusion with selection criteria in the future.

Upon commencement of this Agreement, DRML will make contributions to MERT on behalf of Employees (excluding apprentices) engaged upon construction work at the following rates:

From 1 January 2004 a rate of \$70.00 per week worked

From 1 January 2005 a rate of \$72.50 per week worked

From 1 January 2006 a rate of \$75.00 per week worked

21. Top-Up

It is a term of the Agreement DRML will pay Top-Up/24 Hour Employee Insurance (to a maximum of \$12.00, unless otherwise agreed) under the Electric Top-Up fund (or other agreed fund) from the date of agreement. Within one month of agreement, DRML will provide documentary evidence to the Union that DRML has taken out a policy with the relevant scheme.

22. Clothing

Employees after 152 hours employment with DRML will be supplied with:

- (i) Two sets of shorts, overalls or trousers and shirts, or any combination of clothing as agreed between the Employees and DRML which shall be replaced on a fair wear and tear basis;
- (ii) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis;
- (iii) A jumper or bluey jacket, which shall be replaced on a fair wear and tear basis;
- (iv) Wherever possible, 'Australian Made' protective clothing will be issued.

23. Transfer of Labour

If a halt to productive work occurs which is not the fault or the responsibility of DRML, the parties agree that Employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that Employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

24. Skills Development

DRML acknowledges the changing pace of technology in the electrical contracting industry and the need for Employees to understand those changes and have the necessary skill requirements to keep DRML at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of DRML, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce.

- (ii) providing Employees with career opportunities through appropriate training to acquire the additional skills as required by DRML.

Taking into account:

The current and future skill needs of DRML.

The size, structure and nature of DRML.

The need to develop vocational skills relevant to DRML and the Electrical Contracting Industry.

Where, by agreement between the Employee and DRML, an Employee undertakes training providing skills, which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.

25. Recognition and Respect of ETU Delegates

DRML shall respect any duly appointed ETU delegates in their workplace and allow them, whenever necessary, to take reasonable steps to deal with industrial issues in the workplace, in an attempt to prevent the dispute from escalating. This may include, from time to time, calling a lunchtime meeting of members or interviewing DRML or their representative on matters affecting Employees whom he represents. DRML agrees to allow each duly authorised delegate up to seven days of delegates training per year.

26. Wet Weather

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, Employees will be required to:

Continue to work under cover or relocate to alternative work under cover, on site.

Obtain materials and services for Employees working under cover where there is only minimal exposure to inclement weather.

When required, perform emergency and safety work. In addition, work on unexpected breakdowns, which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other Employees not so affected shall continue working in accordance with award conditions, regardless that some Employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather, the parties agree that Employees may be relocated to other unaffected sites.

Where the above steps are not possible, affected Employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

27. Payment of Wages

Wages will be paid weekly by Electronic Funds Transfer (EFT). DRML shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the *Industrial Relations Act 1996*.

DRML is responsible for the accurate and timely completion and provision of time sheets and production records.

28. Major Contract Works

Major project and major shutdown works will be performed under the Downer RML - Sydney Construction Enterprise Agreement 2002-2005. After completing any major project or major shutdown work, the employee will return under the conditions of this Agreement.

29. ETU Picnic Day

In accordance with picnic day provision, DRML shall require from an Employee proof of picnic day attendance (i.e. ETU ticket purchase), before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment.

Where possible, no work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

30. Distant/Away Work

Where an Employee volunteers to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.

Where an Employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

All arrangements regarding distant sites shall be formalised in writing and witnessed by another Employee. The selection of Employees for away work shall be solely at the discretion of DRML.

31. Quality Assurance

The parties endorse the underlying principles of DRML's Quality Management System, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires DRML to establish and maintain, implement, train and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

32. Classifications

There will be no Grade 6 reclassification claims for the duration of this Agreement except where such claims are in strict accordance with the Award criteria.

33. Tools

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that Employees maintain and are, where possible, provided with an adequate kit of tools.

In circumstances where the Employees are required to supply their own tools and have them stolen, by no fault of their own, they shall be compensated to a maximum of \$1,000.00.

34. Supplementary Labour

The parties agree that, when necessary to meet short-term peak work requirements, additional labour resources will be sourced from Labour Hire Companies who have an Enterprise Agreement with the Union signatory to this Agreement.

35. Group Training Companies

DRML when hiring apprentices or trainees from a Group Training Company shall advise the Group Training Company in writing before hiring that:

They need to have an Enterprise Agreement with the Union

The apprentices and trainees hired to DRML shall be paid at least the rates and conditions of this Agreement

The Group Training Company shall be notified if a site/project allowance is payable.

36. Subcontracting

The parties agree that, when it becomes necessary to subcontract work, due to high demands within the industry, DRML will endeavor to ensure that the subcontractor has a registered Enterprise Agreement with the Union. The Union commits to only sign an agreement with the same rates of pay contained in this Agreement, so as to maintain a level playing field for all companies within the industry.

This clause will apply to all those subcontractors who are operating under the Parent Award.

37. Union Dues

DRML agrees to make payroll deductions at the request of the Employee for union dues during the life of the Agreement.

38. Safety and Compliance

DRML commits to make all management and Employees aware of all the changes to the Occupational Health and Safety Act and Regulations. This should be done via training courses and/or Union seminars. The conducting of the training and/or seminars shall be at times convenient to DRML.

39. Renewal of Agreement

Discussions will take place no later than eight weeks prior to the expiry of this Agreement to renegotiate a future agreement.

40. Signatories

Signed in agreement for and on behalf of
Downer RML Pty Ltd

Signature

Signature

Witness

Date

20/05/04

Signed for and on behalf of Electrical Wales
Trades Union of Australia, New South
Branch

Signature

Signature

Witness

Date

24/05/04

SCHEDULE A

Classification	All-Purpose hourly rate from 1/1/2004 \$	All-Purpose hourly rate from 1/1/2005 \$	All-Purpose hourly rate from 1/1/2006 \$
Trades Assistant	22.25	23.36	24.53
Unlicensed Electrician	25.48	26.75	28.09
Licensed Electrician or Instrument	26.45	27.77	29.16
Licensed Electrician and Instrument	27.42	28.79	30.23
Licensed Leading Hand	27.48	28.86	30.30
Apprentices			
Indentured 1st year	11.30	11.86	12.46
Indentured 2nd year	14.70	15.43	16.20
Indentured 3rd year	19.92	20.91	21.96
Indentured 4th year	23.31	24.48	25.70
Trainee 1st year	12.72	13.36	14.03
Trainee 2nd year	16.51	17.33	18.20
Trainee 3rd year	21.81	22.90	24.05
Trainee 4th year	24.45	25.67	26.96

Employees working at the Orica site shall receive the All-Purpose Hourly Wage Rates listed above based on a "Total Wage Rate".

The "Total Wage Rate" payable for individual classifications comprehends all award entitlements, including base rate, supplementary payments, construction allowance, special allowance, tool allowance (as applicable), excess travel time, excess fares, site special rates/disabilities (such as height, confined spaces, hot places, etc.), and shall apply as an all-purpose payment.

APPENDIX A**COUNSELLING AND DISCIPLINARY POLICY****A1 Objective**

The objective of this Counselling and Disciplinary Policy is to describe the procedures and mechanism involved in the fair treatment of individuals with respect to discipline.

The policy and procedures established are not specifically for the dealing out of punishment but rather to encourage improvement or changes in work habits, work performance and general behaviour at work.

The aim is for management to handle matters of discipline, including termination of employment, in a fair, equitable and consistent manner.

The establishment of a detailed policy and procedures document is to ensure all Employees of DRML's Sydney Construction Division are familiar with the expectations of management and fellow workers.

A2 Disciplinary Procedure**A2.1 Objective**

The objective of this procedure is to encourage an improvement in Employees whose performance, behaviour or attendance has fallen below a general acceptable standard.

A2.2 Procedure

The disciplinary procedure can be summarised as below:

Stage One	Counselling
Stage Two	Written Warning
Stage Three	Termination of Employment

A2.2.1 Stage One - Counselling

The purpose of the counselling stage is to advise the Employee personally of the conduct that is of concern and to establish if there are any reasons for the behaviour and whether DRML can assist the Employee to avoid further instances of such unacceptable behaviour.

This counselling session will be recorded in the Employee's personal file by way of record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The Employee's direct supervisor or higher management will carry out the counselling session.

The Employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the Employee.

The Company will give due consideration to the matters raised by the Employee.

The counselling session will aim to reach a mutual agreement between DRML and Employee on the action required to rectify the problem. A time or duration will be set to review the Employee's conduct in light of the agreed action plan.

A2.2.2 Stage Two - Written Warning

Should the conduct of an Employee not improve following an earlier counselling session, he/she will be personally advised that a second disciplinary interview is required. At the same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

This interview will be recorded in the Employee's personal file by way of record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The Employee's Projects Manager or higher management will carry out the interview.

The Employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the Employee.

DRML will give due consideration to the matters raised by the Employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

Should the issue of a warning to the Employee be necessary, then the session will aim to reach a mutual agreement between DRML and the Employee on the action required to rectify the problem. A time or duration will be set to review the Employee's conduct in light of the agreed action plan.

The Employee will also be advised that continuation of such conduct will lead to termination of employment.

Within 24 hours of the disciplinary interview, a final written warning based on the record of interview will be issued to the Employee and a copy placed in the Employee's personal file.

A2.2.3 Stage Three - Termination of Employment

Should the conduct of an Employee not improve following issue of a written final warning, he/she will be personally advised that a termination of employment interview is required. At this same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

This termination of employment interview will be recorded in the Employee's personal file by way of record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The Employee's Operations Manager or higher management will carry out the interview.

The Employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the Employee.

DRML will give due consideration to the matters raised by the Employee which may require further investigation and the interview may need to be reconvened at a later time following the investigation.

DRML may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his/her employment is terminated, from what date and by what method.

DRML will decide whether the Employee will work out the required period of notice or be paid in lieu thereof. The minimum period of notice will be one week.

In the event of an Employee being required to work out the required period of notice, he/she will be granted leave of absence without pay for one day in order to look for alternative employment.

If requested by the Employee, DRML will provide:

- (a) A termination of employment statement; and/or
- (b) A certificate of employment.

A3 Summary Dismissal

The management may exercise their right to summarily dismiss an Employee for:

Dishonesty, including theft

Wilful misuse of DRML property, materials or equipment

Fighting

Refusal of duty

Serious neglect of duty

Malingering

Wilful negligence of safety procedures

Gross insubordination or abuse

Drunkenness

Illegal drug use (unprescribed drugs)

Extreme inefficiency or incompetence

Serious and wilful disobedience

Serious misconduct

The Employee will be personally advised that a disciplinary interview is required. At this same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

This interview will be recorded in the Employee's personal file by way of record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The Employee's Operations Manager or higher management will carry out the interview.

The Employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the Employee.

DRML will give due consideration to the matters raised by the Employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

DRML may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his/her employment is terminated from what date and by what method.

Wages will only be paid to the time of dismissal.

If required by the Employee, DRML will provide:

- (a) A termination of employment statement; and/or
- (b) A certificate of employment

A4 Time Limit on Life at Counselling and/or Warnings

No time limit on the life of previous counselling or warnings will apply. However, the flow of time will be a factor taken into consideration should it be necessary to take previous counselling and/or warnings into consideration.