

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/68

TITLE: **Bartter Enterprises Marsden Park Clerical Agreement 2005**

I.R.C. NO: IRC5/5902

DATE APPROVED/COMMENCEMENT: 12 December 2005 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/72.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bartter Enterprises Pty Limited, located at the Marsden Park site, who are engaged in relevant production, warehousing and distribution functions, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

PARTIES: Bartter Enterprise Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

BARTTER ENTERPRISES MARSDEN PARK CLERICAL AGREEMENT

TITLE

This Agreement shall be known as the **Bartter Enterprises Marsden Park Clerical Agreement 2005**.

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1. SCOPE AND PARTIES

This agreement is made by Bartter Enterprises (“the company”) and the United Services Union. This agreement is made in relation to the employees of the company employed at the Marsden Park site in award covered Clerical, Administrative, and Customer Service roles.

2. PARENT AWARD

This agreement shall be read in conjunction with the Clerical and Administrative Employees (State) Consolidated Award [Splinters 027 & 4214]. The provisions of this agreement shall override the provisions of the award where so mentioned. Where this agreement is silent, the provisions of the relevant award shall apply.

3. LENGTH OF AGREEMENT

This agreement shall come into force from 1st July 2005 and shall remain in force until 30th June 2008. The parties agree to enter into discussion no later than 3 months before the expiry date of this agreement.

4. WAGE INCREASES

Wages for all employees will be with effect from the first full pay period to commence on or after 1 July 2005 will increase by 4%.

Wages for all employees will be with effect from the first full pay period to commence on or after 1 July 2006 will increase by 4%.

Wages for all employees will be with effect from the first full pay period to commence on or after 1 July 2007 will increase by 4%.

Grade	Rate from 1 July 2005	Rate from 1 July 2006	Rate from 1 July 2007
Grade 1	\$600.49	\$624.50	\$649.48
Grade 2	\$640.92	\$666.55	\$693.21
Grade 3	\$652.29	\$678.38	\$705.51
Grade 4	\$681.83	\$709.10	\$737.46

Grade 5	\$767.65	\$798.35	\$830.28
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5. SUPERANNUATION

All Superannuation payments are to be paid to either the Bartter Enterprises nominated fund or the CARE Superannuation Fund.

6. EMPLOYING ENTITY

It is agreed by all parties that Festive Foods & Steggles Poultry Processing are the employing entities of all employees covered by this agreement, for administrative purposes only. As Festive Foods & Steggles Poultry Processing are fully owned subsidiaries of Bartter Enterprises, all current and future entitlements will be met by Bartter Enterprises Pty Ltd.

7. PUBLIC HOLIDAY - COMMITMENT TO WORK & LOADING

To meet our customer requirements it is recognised that work will need to be performed on some public holidays. In the first instance volunteers will be called from the section where the work is required. If sufficient numbers are not met the call for work will be extended to other sections across the site. All work performed on public holidays by permanent and casual employees will be paid at the rate of triple time.

Permanent employees who work a public holiday may elect to take their triple time payment as double time pay and a day in lieu to be taken at a later date to be mutually agreed by the employee and the supervisor or department manager within six weeks of the public holiday.

By mutual agreement between the company and employees or groups of employees a public holiday may be substituted to another date without deduction of pay. If by chance, employees are required to work on the substituted day, payment will be as for any other public holiday.

Shift allowances will not be paid on public holidays when worked.

8. ROSTERING

We will work towards a rostering system based on 7 day operation during the life of this agreement. This may result in some sections working a seven day roster as part of the ordinary weekly hours. Saturday or Sunday work that is performed as part of the ordinary weekly roster will be paid at the appropriate loaded rates as per the award.

Existing employees at 1 July 2005 will not be forced to work a 7 day roster which may include Sunday. Existing employees may nominate to work the 7 day roster if they wish. New employees from 1 July 2005 will be eligible to work a 7 day roster. Individual circumstances will be taken into consideration when any changes to rostering are proposed.

9. FLEXIBILITY OF WORKING 38 HOUR WEEK

All parties agree that flexibility of working hours to meet key business peak times and days is vital to the ongoing success of the business. We agree to explore all methods of working the 38 hour week to suit business and individual needs. This may result in a number of methods of working the 38 hour week across the site.

Time off in lieu of payment for overtime

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

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

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

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

Notation:

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

Rostered Days Off

Those employees who have a Rostered Day off as their method of working the 38 hour week shall have their RDO determined by way of set roster. However the Company will grant employees RDO's, provided that they have accrued RDO hours, if pressing personal circumstances exist.

By mutual agreement between an employee and the Company:

up to 8 RDO's may be banked.

RDO's will be banked during periods of peak production, including Christmas and Easter;

banked RDO's may be taken at any time provided it is agreed between the employee and the Company;

an employee can arrange to swap RDO's with another employee with comparable skills by agreement with the Company;

an employee is required to give 72 hours notice of intention to take a banked RDO; and

the taking of banked RDO's will not attract the payment of any loading or penalty.

RDO accrual entitlements shall be paid out on termination of employment.

10. NEW TECHNOLOGY AND PROCESS IMPROVEMENT

This clause shall be in addition to the obligations arising out of clause 39(ii)(a) of the Parent Award.

New Technology

The Company agrees that on the implementation of new technology affecting the workplace the parties will undertake a review of the work. If it is agreed that the new work is of greater value, discussions will take place on the appropriate level of remuneration for those duties.

Process Improvement

The Company agrees that it will establish a working group involving Union Representatives and other employees to address productivity issues. The aim of the group would be to develop

systems improvement in the workplace. Such improvements may or may not lead to further wage increases.

11. DISCIPLINARY POLICY AND PROCEDURES

See Attachment 1.

12. RESOLUTION OF DISPUTES AND GRIEVANCES

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

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

13. CONSULTATION AND SHARING OF INFORMATION

A site stakeholder consultative group will be formed. The aim of this group is to encourage an open forum for 2 –way communication and consultation with respect to general business issues.

14. ATTENDANCE MANAGEMENT PROCESS

Non attendance at work can create disruption to the workplace namely:

- Increased OH&S risk on other employees due to increased work load

- Disharmony amongst the work group
- Difficulty meeting planned production requirements, product shortages and ultimately customer dissatisfaction. This could lead to loss of supply contracts and therefore will impact upon job numbers.

All parties agree to the formation of a working party or parties to develop and implement an Attendance Management Process to improve attendance at work by 1 October 2005, or as soon as possible thereafter.

The working party will consist of company representatives, employee representatives and union representatives where practical.

The working party will:

- Review the current absenteeism rate for the site.
- Analyse current data – all data will remain anonymous and no individual details will be disclosed.
- Develop and implement an improvement process.
- Monitor the absenteeism rate.
- Review the improvement process and change where necessary.

15. LEAVING SITE

For Occupational Health and Safety reasons all staff are required to clock on or off using the time in attendance system when leaving the site for any reason. This provision does not apply to those employees whose job involves periods of off site work. If, and when smoking on site becomes an issue this clause will be re-negotiated.

16. OCCUPATIONAL HEALTH & SAFETY

Employees shall:

- participate in the site Safety Program and offer suggestions for improvement,
- undertake training and re-training in standard work practices and safe work skills,
- undertake safety walks and workplace inspections as required,
- report all hazards, unsafe practices, unsafe conditions and situations, all injuries and all incidents to management,
- participate in rehabilitation programs and/or rehabilitation processes if and when required.

17. CLASSIFICATION STRUCTURES

Throughout the life of this agreement all parties will examine the existing classification structures to ensure that they are relevant to our business needs (including technology advancements) and provide career paths and opportunities for advancement through the structure. The company shall determine the numbers required at each level of the classification structure and the requirements will be based on business needs. The company will explore supporting internal training with the appropriate external training and qualifications i.e. Certificate 2 /3 in each professional discipline.

Movement through the classification structure will be based on a number of factors; experience, seniority, skills required for the role, attendance, performance in current role and merit. Where all of these are equal seniority will be the determining factor.

18. ALLOWANCES

Other than for shift allowance, all allowances will be increased by the quantum of this agreement. As per the "no extra claims" clause of the 1998-2000 agreement there will be no retrospective increases.

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

19. SHIFT ALLOWANCE

Shift Allowance which is paid as part of ordinary hours worked will continue, as is the current practice, to be paid on sick leave, public holidays on which the employee does not work and all other leave entitlements other than annual leave.

In the case of annual leave, the employee's roster shall be projected for the period of leave and a comparison of their projected roster earnings including shift allowance and their base rate with annual leave loading undertaken. The employee shall receive the higher of the two calculations for the period of annual leave. Shift Allowance is not paid on overtime

19. FAMILY RESPONSIBILITY

The Company recognises the need for employees to balance work and family commitments. Within business requirements, every effort will be made to provide conditions of employment that are family friendly.

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

21. PART TIME EMPLOYMENT

- (i)** The company may employ part-time employees.
- (ii)** Part-time employees shall have a minimum start per occasion of three continuous hours, other than as provided below:
- (iii)** A part-time employee may have a minimum start of two continuous hours, on two or more days per week, provided that:
 - (a)** a two hour start is sought by the employee to suit their personal circumstances. Details of the employee's circumstances shall be recorded on file, and a copy provided to the union; or
 - (b)** the employee resides within 5 kilometres from the site at which they are or will be normally employed.
- (iv)** The average maximum number of ordinary hours worked per week must not exceed 36.5.
- (v)** Part-time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.
- (vi)** If a part-time employee agrees to work additional hours in addition to those specified as minimum hours, those additional hours will be paid at the same rate as paid to full-time employees of the same classification.
- (vii)** No overtime payments are made unless and until the hours worked by the part time employee fall outside the ordinary full-time hours applicable to full-time employees.
- (viii)** By consent, a part-time employee may have their "fixed" hours and days varied, provided that they are consistent with the provisions of this clause.

- (ix) A full time employee may apply to become a part time employee. Such applications will be assessed against the needs of the business.
- (x) Employees may apply to commence a job sharing arrangement. Such applications will be assessed against the needs of the business.
- (xi) All part time employees will be entitled to all benefits and conditions as for full-time employees, provided that such benefits and conditions will apply on a pro-rata basis.
- (xii) No employee who is engaged on a permanent basis as at 1 July 2005 will have their existing conditions of work varied without their consent.
- (xiii) Part time employees who have been employed for 12 months or more as casual employees will have 5 days (pro rata equivalent) sick leave credited in advance upon transferring to part time employment.
- (xiv) Part time employees who have been employed for 24 months or more as casual employees will have 10 days (pro rata equivalent) sick leave credited in advance upon transferring to part time employment.
- (xv) The company will progressively reduce its reliance on casual labour to carry out regular work, and transfer the work and the employees to part time status. The provisions of the NSW State Part Time Work Case [(1998) 78 IR 172] will form the basis of conditions for part time employees

22. JOB DESCRIPTIONS

Each clerk employed under this agreement, shall, in consultation with their supervisor/manager develop a Position Description. Once approved, each employee will be issued with a status of employment letter detailing their position and performance criteria for that position.

23. PERFORMANCE APPRAISALS

A system of regular performance appraisals will be developed in conjunction with the Communication Committee.

24. NO EXTRA CLAIMS

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

25. RECOGNITION OF UNION AND UNION DELEGATES

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

not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;

not employ any relevant employees under an Australian Workplace Agreement;

encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to Union Delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and

provide reasonable time off (without loss of pay) for Union Delegates to carry out their functions and to undertake training, provided that Company operations are not unduly affected.

26. UNION REPRESENTATIVES LEAVE

- (a) For the purpose of this clause "Union Representative" means an employee who is an accredited delegate of the Union, or an employee who has been duly elected to represent one or more areas or shifts on the site.
- (b) A Union representative is entitled to reasonable time off work without deduction of normal pay for the purpose of carrying out their functions. This includes but is not limited to:
- Attending hearings and conferences in industrial tribunals
 - Representing employees in resolving grievances
 - Attending meetings with the company
 - Investigating employee grievances

Provided that every effort is made to ensure that these absences do not unreasonably affect the operational efficiency of the site.

- (c) Union representatives are entitled to take leave without deduction of normal pay for the purpose of attending union training seminars and courses. The maximum number of paid days available to all union representatives in any calendar year will be 12.
- (d) All applications for leave pursuant to this clause should be made in writing as soon as practicable, but in any case not less than 48 hours prior to the leave being taken.

27. REDUNDANCY AGREEMENT

The New South Wales Operations Redundancy Agreement will form part of this Agreement. See Attachment 2.

28. ANNUAL LEAVE

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

annual leave may be taken in blocks of 5 or more days; and

on reasonable grounds and by agreement with the Company, employees may take annual leave in blocks of 1 day.

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

the employee must seek the Company's approval once 20 days' leave has been accrued;

employee's applications will be assessed on merit and against the site's operating requirements.

leave accrued pursuant to this subclause may not be automatically granted in periods of peak production; and

leave accrued pursuant to this sub-clause will be paid for at the rates applicable at the time the leave was accrued. Thus the first four week's leave will be paid at the all-

purpose rate of pay in place at the time the leave was accrued, and the second four week's leave will be paid at the current all-purpose rate.

29. SICK LEAVE

The following arrangements apply to sick leave:

permanent employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to five days' sick leave during the first year of service and ten days during the second and subsequent years of service;

employees are required to notify the Company of any absence due to sickness prior to the commencement of rostered work, unless it is impractical to do so. Employees' notification shall be made according to the procedure specified by the Company. This procedure may be varied from time to time.

where sick leave is claimed for a day before or after a public holiday or RDO, a certificate must be provided; and

employees are required to provide medical certificates to the Company if sick leave is claimed for an absence of 2 or more consecutive days; or if sick leave is claimed for an absence of 1 day where the employee has had more than 3 single day sick leave absences in any 12 months period. An employee who has in excess of 10 days sick leave accrued will not be required to produce a medical certificate unless the absence exceeds 3 days.

30. COMPASSIONATE LEAVE

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

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

31. PARENTAL LEAVE

The Parental Leave provisions of the Industrial Relations Act 1996 (NSW) will apply to employees engaged under this agreement. Qualifying employees will be entitled to extend the period of unpaid Maternity Leave of 52 weeks to a total period of 78 weeks under the following arrangements:

Employees can access all outstanding Annual and Long Service Leave entitlements (including pro-rata Annual Leave up to the date of commencement of leave) immediately prior to or after the 52 weeks, special unpaid leave can be taken by agreement to extend the period to a maximum of 78 weeks.

The Company will not unreasonably refuse requests for Special Unpaid Leave.

The company commits to consider carefully all requests from people returning from Maternity leave to work part time.

32. COMPANY POLICES & STANDARDS

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

Changes to the policies and standards will be introduced by consultation.
See attachments 3 & 4.

33. TRAINING

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

Accordingly the parties commit themselves to:

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

34. SALARY SACRIFICE – SUPERANNUATION CONTRIBUTIONS

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

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

SALARY SACRIFICE PROVISIONS

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

All arrangements for Salary Sacrifice Contributions are subject to the company’s approval. See Attachment 5 for form.

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

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

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

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

RECORD OF SALARY SACRIFICE CONTRIBUTION ARRANGEMENTS

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

CHANGES TO APPLICABLE LAW

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

35. SIGNATORIES

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print: Witness Name

Signature Signature.....

Position:

Date: Date.....

Signed for AND on behalf of: UNITED SERVICES UNION

Name Print: Witness Name

Signature Signature.....

Position:

Date: Date.....

Attachment 1

DISCIPLINARY POLICY AND PROCEDURES

1. SCOPE

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

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

1. OBJECTIVE

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

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

2. STATEMENT OF POLICY

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

3. PRINCIPLES

- (a) Disciplinary action pursuant to this policy should be educational in the first instance, and only corrective where educational steps have failed.
- (b) Punitive action should only be taken when remedial steps have failed.

- (c) As far as practical, similar offences in similar circumstances should be treated equitably through the application of similar punitive action.
- (d) Procedural fairness is of paramount importance in ensuring equitable treatment for employees. This will necessitate the use of time and other resources to ensure a satisfactory investigation. This policy therefore provides the ability to suspend employees on full pay whilst any necessary investigation is completed.

4. ACCESS

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

PART TWO: DISCIPLINARY PROCEDURES

1. LEVELS

This policy recognises FIVE levels of disciplinary procedure:

- Counselling
- Verbal Warning
- First Written Warning
- Final Written Warning
- Dismissal

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

At each step in the process the individual will be asked if they wish to have union representation.

1. COUNSELLING

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

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

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

2. VERBAL WARNING

- (a) A Verbal Warning is the first punitive level of the disciplinary procedure.
- (b) A Verbal Warning is issued in circumstances where one or more counselling sessions has failed to modify the work performance or behavioural standards as required;
- (c) The individual must be informed that the disciplinary procedure has commenced and that if work performance or behaviour continues to not meet the required standard further action will be taken.

3. FIRST WRITTEN WARNING

- (a) A First Written Warning is the second punitive level of the disciplinary procedure.
- (b) A First Written Warning is issued in circumstances where a verbal warning has failed to modify the work performance or behavioural standards as required; or where the issue is deemed serious enough to have passed counselling and / or verbal warning.
- (c) Before a First Written Warning is issued, the employee must be advised that the process may eventually result in the employee's dismissal; and is to be provided with a copy of this policy.
- (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 verbal warning.

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

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

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

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

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

4. FINAL WRITTEN WARNING

- (a) A Final Written Warning is a punitive level of the disciplinary process.
- (b) A Final Written Warning is issued in circumstances where one or more First Written Warnings have failed to modify the work performance or 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.

- (j) The Final Written Warning should be recorded as per pro forma document (c) entitled "Record of Review – Final Written Warning" in Part Three of this Policy. The employee should be asked to sign the Record of Final Written Warning. If the employee refuses to do so, this should be noted on the Record.

The employee is to receive a letter confirming that a final warning has been issued. The letter should be as per pro forma Document (d) entitled "Letter of Final Written Warning" in Part Three of this Policy. A copy of the Record of Final Written Warning should be attached to the Letter.

- (k) 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 a per pro forma Document (e) entitled "Record of Review – Final Written Warning" in Part Three of this Policy.

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 group 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 group 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 group 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 meeting should be recorded as per pro forma document (f) entitled "Record of Dismissal" in Part Three of this Policy. The employee should be asked to sign the Record of Dismissal. If the employee refuses to do so, this should be noted on the Record.

The employee is to receive a letter confirming that he/she has been dismissed as per pro forma document (g) entitled "Letter of Dismissal" in Part Three of this Policy. A copy of the Record of Dismissal 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.

a) PART THREE: PRO FORMA DOCUMENTS

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

- (a) Record of First Written Warning
- (b) Record of Review – First Written Warning
- (c) Record of Final Written Warning
- (d) Confirmation Letter – Final Written Warning
- (e) Record of Review – Final Written Warning
- (f) Record of Termination of Employment
- (g) Letter of Termination of Employment

PRO FORMA DOCUMENT (a)

RECORD OF FIRST WRITTEN WARNING

DATE: _____

NAME: _____

SITE: _____

REASON FOR WARNING:

PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED:

EMPLOYEE COMMENT:

DATE FOR REVIEW:

This First Written Warning has been issued under the group Disciplinary Policy and Procedures. Under this policy, failure to comply with reasonable requirements as to work performance and/or behaviour may result in termination of employment. A copy of the policy has been provided to the employee.

SUPERVISOR'S NAME:

SUPERVISOR'S SIGNATURE:

EMPLOYEE'S SIGNATURE:

(If the employee declines to sign, note accordingly)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS NAME:

WITNESS SIGNATURE:

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

PRO FORMA DOCUMENT (b)

RECORD OF REVIEW – FIRST WRITTEN WARNING

DATE:

NAME:

SITE:

IS THE REVIEW SATISFACTORY?

PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;

EMPLOYEE COMMENT:

FURTHER ACTION:

SUPERVISOR'S NAME:

SUPERVISOR'S SIGNATURE:

EMPLOYEE'S SIGNATURE:

(If the employee declines to sign, note accordingly)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS NAME:

WITNESS SIGNATURE:

Copies:

Employee
Union Delegate (where applicable)
Supervisor
Personnel Records

PRO FORMA DOCUMENT (C)

RECORD OF FINAL WRITTEN WARNING

DATE:

NAME:

SITE:

REASON FOR WARNING:

PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;

EMPLOYEE COMMENT:

DATE FOR REVIEW:

This Final Written Warning has been issued under the group Disciplinary Policy and Procedures. Under this policy, failure to comply with reasonable requirements as to work performance and/or behaviour may result in termination of employment. A copy of the policy has been provided to the employee.

SUPERVISOR'S NAME:

SUPERVISOR'S SIGNATURE:

EMPLOYEE'S SIGNATURE:

(If the employee declines to sign, note accordingly)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS NAME:

WITNESS SIGNATURE:

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

PRO FORMA DOCUMENT (D)

(DATE)

(NAME)

(SITE ADDRESS)

Dear (NAME),

CONFIRMATION OF FINAL WRITTEN WARNING

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

I confirm that you have been issued with a Final Written Warning, pursuant to the Group Disciplinary Policy and Procedures.

In the event that you fail to meet the standards required by the Group, your employment with will be terminated.

If you do not understand this letter or 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

PRO FORMA DOCUMENT (E)

RECORD OF REVIEW – FINAL WRITTEN WARNING

DATE: _____

NAME: _____

SITE: _____

IS THE REVIEW SATISFACTORY?

PERFORMANCE/BEHAVIOURAL STANDARD REQUIRED;

EMPLOYEE COMMENT:

FURTHER ACTION:

SUPERVISOR'S NAME:

SUPERVISOR'S SIGNATURE:

EMPLOYEE'S SIGNATURE:

(If the employee declines to sign, note accordingly)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS NAME:

WITNESS SIGNATURE:

Copies:

Employee

Union Delegate (where applicable)

Supervisor

Personnel Records

PRO FORMA DOCUMENT (F)

RECORD OF TERMINATION OF EMPLOYMENT

DATE: _____

NAME: _____

SITE: _____

REASON FOR TERMINATION OF EMPLOYMENT:

EMPLOYEE COMMENT

SUPERVISOR'S NAME:

SUPERVISOR'S SIGNATURE:

EMPLOYEE'S SIGNATURE:

(If the employee declines to sign, note accordingly)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS NAME:

WITNESS SIGNATURE:

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

PRO FORMA DOCUMENT (G)

(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 Group'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

**BARTTER ENTERPRISES
Marsden Park**

REDUNDANCY AGREEMENT

1 **Scope of Agreement**

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

2 **Definitions**

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

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

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

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

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

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

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

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

- (g) The sale or transfer of some or all of the Company's business where continuity of employment is offered to employees.

"The Company" means Bartter Enterprises.

"The Union" means the United Services Union, New South Wales Branch.

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

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

3 **Consultation**

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

4 **Steps to Avoid Redundancies**

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

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

5 **Selection for Redundancy**

- (a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the Company's operational requirements are met by the termination of employment of such volunteers.
- (b) In the event that there are insufficient volunteers, or the Company's operational requirements would not be met by the termination of employment of volunteers; the Company will determine who is to become redundant using the following criteria:

Where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;

Long term operational requirements as to employee skills, experience and potential; and

Considerations of seniority, equity and fairness.

- (c) In the event that there are more volunteers for redundancy than required by the Company, the Company will determine who is to become redundant using the following criteria:

Where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;

The Company's medium and long term skill requirements; and

Other things being equal, those employees with the longest service shall have first preference for redundancy.

- d) Where the relevant Union disagrees with the Company's determination pursuant to this Clause, it is entitled to have the Company's determination reviewed pursuant to Clause 10, of this Agreement, Resolution of Disputes.

6 Notice of Redundancy

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

7 Payment upon Termination of Employment

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

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

8 Assistance to Secure Alternative Employment

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

The Company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

9 Treatment of Casual Employees

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

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

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

10 Resolution of Disputes

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

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

**Bartter Enterprises
Drug and Alcohol Policy**

The use of alcohol and other drugs (prescribed or illegal) at or before work poses a safety risk to employees, consumers and the wider community. In order to comply with the requirements of the company's safety policy and the NSW Occupational Health and Safety Act 2000, the following rules apply to the use of alcohol and other drugs:

1. Employees, contractors and visitors are not permitted to enter or remain on the Marsden Park site if they are under the influence of any drug or substance which may impair their capacity to work or behave in a safe manner; or if they are in possession of any such drug or substance.
2. All employees are required to advise their supervisor or other manager if they become aware that any person on the site may be under the influence of alcohol or any other drug.
3. Any employee or contractor who is taking a prescribed drug or other medication must advise their supervisor of the details of the medication and the condition for which it is being taken.
4. The Marsden Parksite is a "dry" site – that is, no alcoholic beverages may be provided or consumed by any person on the site. Any social functions or activities where alcohol is to be provided or consumed must take place off-site at suitable licensed premises.
5. These requirements apply to company vehicles and other company facilities located in the Marsden Park area or incidental to Marsden Park site operations.

Where there is a breach of these rules; the company will apply its Disciplinary Policy and Procedures to each individual case. In some circumstances this may include the provision of counselling or other external support services.

Where an employee is unable to attend the site at their rostered starting time, they should follow the usual procedures for casual absences due to sickness. Employees who take excessive or regular sick leave in order to comply with these rules may be subject to disciplinary action; up to and including termination of employment.

BARTTER ENTERPRISES
OCCUPATIONAL HEALTH & SAFETY

Bartter Enterprises will manage its operations so as to ensure the safety and health of employees, contractors and the wider community.

The success of the company's occupational health and safety effort rests on the following principles:

- all injuries can be prevented;
- managers and supervisors are responsible for ensuring that systems, procedures and conditions of work are such that work can be accomplished without injury or risk to health;
- the prevention of injury and the maintenance of health are primary considerations in all actions and are the responsibilities of each employee;
- all employees are required to be aware of and trained in the safe working procedures applicable to their tasks; and
- all employees are required to exercise good judgement in completing tasks, and to ensure that their actions do not create hazards to themselves or other employees.

The pursuit of excellence in occupational health and safety is to receive the same priority as other business imperatives, including customer service, quality and cost.

**Bartter Enterprises
NSW OPERATIONS**

RECORD OF SALARY SACRIFICE ARRANGEMENT

NAME: _____

PAYROLL NUMBER: _____

I hereby request that the company commence a salary sacrifice arrangement on my behalf, commencing with the full pay period ending on _____.

The amount of the salary sacrifice is:

- \$_____ per week; or
- _____% of my weekly earnings; or

I understand that the company must approve my request for a salary sacrifice contribution arrangement.

I understand that my gross earnings will be reduced by an amount equivalent to the sum specified above.

I understand that the salary sacrifice contribution made by the company on my behalf is fully preserved – that is other than in special circumstances, I may not have access to that money or any interest accrued to it until I reach my preservation age; permanently retire from the workforce in accordance with the applicable law; die; or become permanently disabled.

I understand that the salary sacrifice contribution made by the company on my behalf is taxed at 15% as an Employer Superannuation Contribution; and will count toward the calculation of my Reasonable Benefit Limit. I also understand that an additional 15% "surcharge" tax may be payable in some limited circumstances.

I confirm that the Company has made no warranty as to the tax effectiveness or other benefits which may arise from this arrangement, and has advised me to seek independent advice on my personal superannuation position in relation to this arrangement.

Date: _____

Signed by Employee: _____

Witness Name: _____

Witness Signature: _____

Copies: Employee, Pay Office, State HR Manager, Secretary of Employee's Union