



Australian Government

Workplace Authority

06 September 2007

Agreement number:

FLETCHER UNIT TRUST  
PO Box 680  
ALBANY WA 6330

### Declaration Receipt – Australian workplace agreement

This receipt confirms that the Workplace Authority has received a declaration from the employer, FLETCHER UNIT TRUST, on 06 September 2007. The employer has declared that a copy of an Australian workplace agreement (AWA) made with the employee was lodged.

An AWA starts operating on the day of lodgement – the date mentioned above. However, if the employer lodges a document other than the AWA made by the employer and employee, the AWA that was made but not lodged starts operating on the day the declaration is received.

As soon as possible after lodgement, the employer must give the employee a copy of the document lodged with the declaration form. An employer can be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if this doesn't happen. Lodgement of a declaration form that the employer knows is false or misleading is a serious offence under the Criminal Code Act 1995.

The Australian Fair Pay and Conditions Standard in the Workplace Relations Act 1996, sets five minimum conditions. The minimum conditions in the Standard will apply if the conditions in the AWA are less favourable to the employee.

Protected conditions may be included in the AWA by operation of law. An AWA may expressly remove or change protected conditions. Certain AWAs lodged from 7 May 2007 must pass a Fairness Test. This test ensures that an employee receives fair compensation for any protected conditions that are changed or removed by their AWA. In certain cases, the Workplace Authority Director must designate an award for the Fairness Test that the protected conditions come from. The Workplace Authority will contact both employer and employee about the application of the Fairness Test.

For more information about the Fairness Test, protected conditions and the Standard, visit [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au).

You should keep this receipt for your records. If you have any questions, please contact the Workplace Infoline on 1300 363 264 and quote the agreement number at the top of this receipt.

WORKPLACE AUTHORITY DIRECTOR

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**AUSTRALIAN WORKPLACE AGREEMENT**

**Fletcher International WA**



This Australian Workplace Agreement is made between:

**Benale Pty Ltd trading as Fletcher International WA** of 5216 Settlement Road,  
Narrikup, Western Australia (hereinafter referred to as "the Company")

and

\_\_\_\_\_ of \_\_\_\_\_  
(full name) (address)  
(here-in-after referred to as "the employee")

In accordance with the **Workplace Relations Act 1996**, as amended by the  
**Workplace Relations Amendment (Work Choices) Act 2005**.

This Agreement sets out the terms and conditions of employment whilst the employee is engaged by the Company to work at the Narrikup Abattoir.

Both parties agree that this Agreement has been entered into voluntarily and without duress.

**1. TERMS OF ENGAGEMENT**

This Agreement will totally regulate the terms and conditions of the employee's employment with the Company and replaces any awards which may otherwise apply.

**2. PERIOD OF AGREEMENT**

This Agreement will take effect on the day it is lodged with the Workplace Authority, and will have a nominal expiry date of five years from the date on which the Agreement was lodged.



### 3. WORKPLACE OBJECTIVES

The primary objective of the Company is to efficiently produce the highest quality Australian sheep and lamb products and to proudly export them to our customers around the world.

The dedicated pursuit of world's best practise in the development of our product, our people and their working environment is the core of our business strategy.

The personal development of each employee is ensured by our total commitment to training our staff. The Company is a Registered Training Organisation (RTO) and delivers formally recognised training within the Australian Quality Training Framework across the whole scope of the operation.

Our delivery of multi-skilling training within our continuous job rotation system ensures that all employees have the opportunity to develop their skills to their personal capacity.

Career progression is offered by our provision of traineeships in Meat Processing to all production employees, from Certificate II to Diploma level and beyond. All training is fully funded and supported in the workplace.

The Company is committed to internal promotion and the provision of advanced training in areas of Management, Quality Assurance, Administration Engineering and Technical Operations ensures that career advancement opportunities are available to the suitable employee.

The performance of every employee is critical to achieving the Company's objectives. The employee must commit to actively cooperate with the management and supervision team to achieve high levels of quality and productivity whilst prioritising both food safety and occupational health and safety.

## EMPLOYEE BENEFITS

### 4. CLASSIFICATION & RATES OF PAY

To reflect the multi-skilled nature of the work every adult employee engaged at the Plant shall be classified at the Company's discretion as an "Abattoir Worker" and paid the following hourly rates:

- Abattoir Worker - Probation (12 weeks minimum)
  - Base rate \$13.90
  - Personal / Carer's Leave Pre-payment \$ 0.53
  - Hourly rate **\$14.43**
  
- Abattoir Worker Trainee Cert II (1<sup>st</sup> year)
  - Base rate \$14.10
  - Personal / Carer's Leave Pre-payment \$ 0.54
  - Hourly rate **\$14.64**
  
- Abattoir Worker Cert II / Trainee Cert III (2<sup>nd</sup> year)
  - Base rate \$14.80
  - Personal / Carer's Leave Pre-payment \$ 0.57
  - Hourly rate **\$15.37**
  
- Abattoir Worker Cert III Qualified (3<sup>rd</sup> year)
  - Base rate \$15.50
  - Personal / Carer's Leave Pre-payment \$ 0.60
  - Hourly rate **\$16.10**

The 'Personal / Carer's Leave Pre-payment' is calculated as per below :

- 10 days per year X 8 nominal hours per day = 80 hours per year.
- 80 hours per year / 52 weeks = 1.5384 hours per week
- 1.5384 hours per week / 40 hours per week X hourly rate = Hourly P/C leave pre-payment.

QUALIFICATION	Minimum Service	Base Hourly Rate	Hourly P/Carer's Leave	Total Hourly Rate	Weekly P/Carer's Leave
Probation	12 weeks	\$13.90	\$0.53	\$ 14.43	\$21.30
Cert II Trainee	1st year	\$14.10	\$0.54	\$ 14.64	\$21.69
Cert II / Cert III Trainee	2nd Year	\$14.80	\$0.57	\$ 15.37	\$22.77
Cert III	3rd Year	\$15.50	\$0.60	\$16.10	\$23.85

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## 5. WAGE REVIEW

Wage rates will be reviewed by the Company with reference to the Australian Fair Pay and Conditions Standard and the relevant Australian Pay and Classification Scales.

## 6. JUNIOR RATES

An employee who is engaged by the Company as a Trainee and is under the age of 20 years at the time of commencement may, at the Company's discretion, will be paid at the following percentage of the Probation Trainee's hourly rate of pay:

Under 18 years	60%
18 to 20 years	85%
20 years	100%

- (a) An employee who is under the age of 20 years and completes the probationary period and the Skills and Performance Appraisal requirements will be paid at the adult rate.
- (b) Employees classified as Junior Trainees shall not participate in the Quality and Quantity Bonus payment system.

## 7. PAYMENT OF WAGES

Wages will be paid on a Friday on a weekly basis direct into a bank account which the employee nominates. The employee will be issued with a payment advice explaining the calculation of earnings and all deductions.

## 8. DEDUCTION AUTHORITY

The employee gives the employer permission to deduct from their pay any amounts of money overpaid in error.

## 9. HOURS OF WORK

For the purposes of this Agreement the ordinary hours of work shall be 38 hours per week. To achieve the productivity levels necessary to meet business requirements the employee will be required to be work additional hours. When processing activities are in normal operations, the employee will be rostered to work a nominal 45 hours per week, consisting of 38 ordinary hours, plus 7 reasonable additional hours, Monday to Friday.

The first 8 hours of each rostered production shift will be paid at the hourly rates stated in Clause 4 Classifications and Rates of Pay.

During the probationary period of twelve weeks, the employee shall be paid at 'double time' for the 'ninth hour' rostered to be worked each day. On completion of their probation the employee will be paid the higher of the Quality and Quantity Bonus payment referred to in clause 12, or double time for the 'ninth hour' rostered to be worked each day.

All employee entitlements will accrue on the nominal base of 40 hours per week.

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### **Dayshift Rostered Hours**

Dependant on the department they are allocated to, the employee can expect to commence their shift between 6:00am and 6:30am and to conclude it between 3:30pm and 4:00pm.

### **Afternoon Shift Rostered Hours**

Dependant on the department they are allocated to, the employee can expect to commence their shift between 3:30pm and 4:00pm and to conclude it between 1:00am and 1:30am.

Should the employee be rostered to work on afternoon shift, the ordinary hours worked on afternoon shift shall attract a loading of 15%.

The employee and the Company intend that these provisions exclude the operation of protected conditions dealing with penalty rates, shift allowances, and overtime.

Between July and December, Saturday processing may be required as a normal operations day to "make up" time in lieu for days off between Christmas and New Year. A standard of 2 and a maximum of 3 Saturdays may be required to be worked during a calendar year. Wages and the Quality and Quantity Bonus payment of the day will accrue and be paid at the Christmas break, or upon termination.

During the ordinary hours of work on each day the employee will be entitled to two breaks totalling 50 minutes. As there is a requirement during these breaks and at the start and end of the shift to wash and clean equipment, thirty minutes of the total time allocated for breaks will be paid for by the Company.

The employee agrees to take breaks determined by the Company as a "room standard". These breaks may vary should a breakdown occur.

The employee is required to be "on the job" ready to commence work at the nominated shift commencement time and required to remain "on the job" until the nominated shift finishing time. Washup, showering and changing will be in the employee's own time following the finish of their daily shift.

## **10. PROBATIONARY EMPLOYMENT**

The employee will initially be engaged by the Company on a probationary basis for a period of 12 weeks. The probationary period will permit the employee to be inducted, undergo initial Company training and for the Company to assess the employee's performance and suitability for on-going employment and to join a Departmental team.

Weekly Skills and Performance Appraisals will be completed, documented and discussed with the probationary employee by their supervisors.

The appraisal system ensures that the employee is kept informed of their progress at all times and has the opportunity to address any concerns directly with the management team.

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The Skills and Performance Appraisals will be based on the following:

- (a). Demonstrating a competency in a minimum of 10 different skills.
- (b). Teamwork.
- (c). Attendance.
- (d). Workplace behaviour/attitude and ability to use initiative.
- (e). Hygiene procedures/personal hygiene.
- (f). Understand, acknowledge and sign off on occupational safety and health responsibilities.
- (g). Compliance with and ability to work under the Company's instructions.
- (h). Able to work and produce products to comply with the requirements of Ausmeat, Western Australian Meat Authority and Australian Quarantine Inspection System guidelines, and our Customer specifications.

Probation extension may be offered if required, to allow extra time for the employee to demonstrate their suitability to company requirements.

During this probationary period either party may terminate employment by giving one day's notice.

## **11. TRAINEESHIP**

During their probationary period of employment, employees will be assessed for suitability to be offered a Traineeship. Successful employees will be enrolled in Certificate II in Meat Processing.

The Company is a Registered Training Organisation (RTO) and our qualified trainers deliver a blend of classroom and on the job training. Training delivery is tailored to individual needs and various assessment methods are available to allow each trainee to develop to their potential.

### **THE COURSE:**

MTMP20100 Certificate II Meat Processing-Abattoirs is the entry level qualification for meat processing in abattoirs. Developed by MINTRAC, it is a nationally recognised qualification, which is a part of the Vocational Education and training sector of the Australian Qualifications framework. All Trainees undertaking Certificate II in Meat Processing will attend an Induction day, providing an overview of the qualifications and the roles and responsibility of the Trainee, Supervisor and the workplace Trainers and Assessors. Certificate II in Meat Processing generally takes 12 months to complete, comprising of 6 core units and 20 points to be made up from elective modules.

### **COURSE AIM:**

On completion of this training the trainee will gain the knowledge, skills and confidence to be an effective team member in their workplace. This course will provide the trainee with the information required to carry out tasks at Certificate II Meat Processing level unassisted. All candidates that complete this qualification will be provided with advice on training/career pathways to other qualifications in the meat industry including Certificate III and Certificate IV.



## COURSE OUTCOMES:

On completion of the course, you will be able to understand and participate in:

- Maintaining personal hygiene
- Apply hygiene and sanitation practices
- Apply quality assurance practices
- Follow safe work policies and procedures
- Communicate in the workplace
- Overview in the meat industry, and
- You will have gained the skills and experience to perform as a competent, multi-skilled food processor

## 12. QUALITY AND QUANTITY BONUS PAYMENTS

At the completion of the employee's probationary employment period and after meeting the requirements of the Skills and Performance Appraisals, the employee will be eligible to participate in the Quality and Quantity Bonus payments scheme.

- (a) The daily Quality and Quantity Bonus payments established for each Department Team, will be determined by the Company taking into account:
- Daily production targets.
  - Achieving AQIS, Company/customer quality standards.
  - Manning of each Section.
  - Attendance for a complete rostered shift.
  - Following Company policies and requirements.
- (b) The Quality and Quantity Bonus payments will be calculated and paid at the discretion of the Company in lieu of the double time payable for the 9<sup>th</sup> hour of each production day. The Company guarantees that the minimum payable to an eligible employee for the ninth rostered hour of each day is double time at their ordinary hourly rate. Details of the structure and calculations of the Quality and Quantity payment will be provided to the employee at the employee's Induction.
- (c) The Quality and Quantity Bonus payment entitlement may be reduced to an employee or group of employees in circumstances where and not limited to:
- there is a loss of income due to product claims by Customers
  - there is a deliberate damage or theft to employees or Company property.
  - there is removal of Company equipment, for example stones, rubber gloves, knives, clothes, tools etc.
  - there is non-compliance with rules in the ante room, locker room and lunch room.
  - there is non compliance with Occupational Health and Safety regulations.
- (d) Quality and Quantity Bonus payments shall only apply when the employee is at work for a nine hour rostered shift and shall not have any application in the calculation of paid leave (eg. personal leave, annual leave or public holidays) or workers compensation entitlements.

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### 13. SUPERANNUATION

The Company will contribute on behalf of the employee the percentage amount required under its statutory obligations.

The employee may nominate, in writing, their own choice of complying Superannuation Fund for all contributions. Should no election be made, the Company will establish and contribute to an account in the Company's default fund, on behalf of the employee. The Company's default fund is currently MLC Masterkey Business Super.

The employee may elect, in writing, to contribute additional superannuation from their after tax income. Additional contributions are to be set at a fixed weekly amount.

Elections may be varied no more than twice in a calendar year, with four weeks notice to be given for changes to come into effect.

### 14. PUBLIC HOLIDAYS

The Company recognises all public holidays which are gazetted for the State of Western Australia.

- (a) Christmas Day, Boxing Day, New Years Day, Good Friday and Easter Monday shall be paid at the ordinary hours not worked.
- (b) For all other public holidays, normal operations may continue and the employee will be rostered and required to work. For work on these rostered public holidays the employee shall be:
  - (i) Paid as if the public holiday was a normal rostered shift.
  - (ii) Provided with a day in lieu, to be paid at 8 hours at the applicable hourly rate, during nominated shut down periods.

The employee and the Company intend that this provision excludes the operation of protected conditions dealing with public holidays.

### 15. ANNUAL LEAVE

The employee shall be entitled to four weeks (i.e. 20 days at 8 hours per day) annual leave for each completed year of service. This leave will accrue at the rate of 3.0685 hours per week.

- (a) The Company may direct the employee to take an amount of annual leave during a period over which the Company does not trade or trades at a substantially reduced level, that is during the Annual Shut Down period.
- (b) Annual leave entitlements will be paid at the employee's normal hourly rate of pay.
- (c) On termination the employee will be paid any accrued untaken annual leave entitlement.

The employee and the Company intend that this provision excludes the operation of protected conditions dealing with annual leave loading.

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## 16. PLANT ANNUAL SHUT DOWN

The Narrikup Abattoir will close down as a result of stock shortages at the end of the seasonal year. Whilst this shut down is likely to occur for 4 weeks around June/July each year, the duration of the shut down may be extended, subject to livestock availability. The employee will be provided with as much notice as possible of the expected timing and duration of the shut down.

- (a) At the time the Annual Shut Down commences the employee shall be paid:
- (i) All accrued Annual Leave.
  - (ii) All accrued Time in Lieu.

with the balance of the shut down period being deemed to be stand down days.

- (b) During periods of shut down the employee's service shall not be broken and all service related entitlements shall continue to accrue.

## 17. PERSONAL/ CARER'S LEAVE

The employee will be entitled to a maximum of 80 hours Personal / Carer's leave per year for ordinary hours absent due to

- personal illness or injury
- providing care for or support to a member of the employee's immediate family or household who is sick or injured, or has been affected by an unexpected emergency and requires care or support.

All Personal/Carer's leave will be pre-paid leave. The pre payment entitlement has been factored into the hourly rates and paid in advance as per Clause 4. Classification & Rates of Pay. and is identified as 'Personal / Carer's Leave Loading'.

An application form must be completed for all Personal / Carer's leave. The application must be completed prior to the leave being taken, or as soon as practicable afterward. Approval of Personal/Carer's leave applied for is conditional upon the employee:

- (i) Informing the Company, prior to the commencement of such absence, of the inability to attend work, the nature of the illness or emergency and the estimated duration of the absence; and
- (ii) Providing to the Company a medical certificate or a statutory declaration witnessed by a Justice of the Peace or Commissioner for Declarations to support each absence.

Should a reconciliation demonstrate that, due to a change in your applicable hourly rate, you have been paid less in advance than you would have been entitled to if you had accrued personal leave as per normal then you will be paid the difference.



## **18. COMPASSIONATE LEAVE**

An employee required to be absent by reason of the death, or life threatening illness, or life threatening personal injury of:

- (a) The employee's spouse, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse of the employee; or
- (c) A member of the employee's household

Will be entitled to a maximum of 2 days compassionate leave per occasion.

An employee taking compassionate leave may be required to produce documentary evidence of the associated death, life threatening illness or injury of the immediate family or household member. Documents providing satisfactory evidence will outline the relationship of the employee to the deceased or seriously ill person and will include:

- (d) A death notice or certificate;
- (e) A medical certificate; or
- (f) A statutory declaration attesting to the nature of the circumstance warranting compassionate leave.

An employee will be entitled to an additional 2 days paid leave on the death of an immediate family member where that death occurs outside Australia. The employee must provide satisfactory evidence of the death to be eligible for this entitlement.

This leave shall not be applicable during a nominated shut down period.

## **19. PARENTAL LEAVE.**

Employees who have completed a minimum 12 months service may be eligible for up to 52 weeks unpaid parental leave. The Company will grant maternity, paternity and adoption leave in accordance with the relevant provisions in the Australian Fair Pay and Conditions Standard. A copy of these provisions is available on request from the Human Resource department.

## **20. LONG SERVICE LEAVE**

The employee is entitled to long service under the Long Service Leave Act 1958 (WA) (the Long Service Act). It is not intended that the provisions of the Long Service Leave Act are incorporated into this Agreement as terms of the Agreement.



## REQUIREMENTS OF EMPLOYMENT

### 21. PERFORMANCE AND FLEXIBILITY

The employee will be required to work to the best of his/her ability and will perform any work as required by the Company.

The requirement of employment at the Narrikup Abattoir will be on the basis that the employee:

- (a). Acquires knowledge and skills to operate the Company's plant, equipment and process proficiently
- (b). Complies with all instructions given by the management in relation to safety, production, quality, hygiene and workplace standards.
- (c). Works in any section of the Company's plant or process.
- (d). Works in a shift roster as determined appropriate from time to time to meet production requirements.
- (e). Complies with all policies and procedures which are set out in the "Workplace Handbook" to ensure that efficient, high quality and cost-effective operations are achieved.

### 22. Q FEVER VACCINATION

It is a condition of employment that to work at the Narrikup Abattoir the employee is required to have injections to vaccinate against Q Fever. The cost of such vaccinations will be the responsibility of the Company.

### 23. ALCOHOL AND OTHER DRUGS POLICY

Being affected by alcohol and other drugs in the workplace can seriously compromise the health and safety of others and will also impair the individuals' ability to perform work competently, safely and professionally.

It is the policy of Fletcher International WA that no person is to engage in work or business on behalf of Fletcher International WA whilst under the influence of alcohol or other drugs. Should an employee be required to take any medications they must report to the First Aid staff prior to the start of their shift. The First Aid staff will ascertain if the employee is able to safely complete their normal duties or if suitable duties can be provided to accommodate the employee.

The Fletcher International WA policy is zero tolerance. A Breath Alcohol test result of above 0.00%, or a positive result for a screening test for other prohibited drugs will be a violation of this policy. Possession, consumption and / or distribution of alcohol and other drugs on company property or whilst engaged in company business will be a violation of this policy.

The Company reserves the right to test employees for drugs and alcohol on both a random or on suspicion of incapacitation basis in accordance with the Company's Drug & Alcohol Policy. Refusal to comply with drug testing requests will result in disciplinary action which will likely result in suspension or termination of employment.

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## **24. EQUIPMENT**

The Company will issue all necessary equipment to the employee (eg. mesh gloves, lockers, aprons, boots, clothes, kits, knives, coats/jackets, freezer gear, ear muffs etc.) when the employee is inducted.

- (a) The employee will be issued a Company knife kit with automated sharpening assistance.
- (b) Any item issued becomes the responsibility of the employee. If these items are damaged or lost the employee will have the cost deducted from their wages.
- (c) Knives will be replaced when worn out, at the discretion of the knife room operator or supervisor.
- (d) When an employee resigns or is terminated the equipment issued must be returned clean to the Company before entitlements are paid.

## **25. PERSONAL PROTECTIVE EQUIPMENT**

The Company shall provide all personal protective equipment as required and the employee shall be required to wear such protective equipment as directed.

The employee acknowledges they have a duty of care to wear such protective equipment directed by the Company. Failure to wear such equipment may lead to disciplinary procedure. In the case of an injury sustained by not wearing such equipment, the claim may not be accepted by the Workers Compensation Insurer.

## **26. CLOTHING SUPPLIED**

The Company shall provide all employees with clean outer clothing, footwear, and clean head covering in accordance with job requirements.

## **27. STAND DOWN**

In the event that the employee cannot be usefully employed because of stock shortage or any stoppage of work through any cause for which the Company cannot reasonably be held responsible the Company has the right to stand the employee down without pay. Length of service or "seniority" not being a criteria for determining an individual being stood down.

## **28. ABANDONMENT OF EMPLOYMENT**

In the event that the employee is absent for more than three consecutive working days without notifying the Company, the Company will assume the employee has abandoned employment and terminate his/her employment effective from the last day of work attended.



## 29. TERMINATION OF EMPLOYMENT

Employment may be terminated by the Company giving notice in accordance with the following scale:

Employee's Period of continuous service with the Company	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

or, by payment in lieu of such notice. The period of notice is increased by one week in the event that you are over 45 years old and have completed at least 2 years continuous service with the Company.

- (a). Should the employee wish to resign from the Company the employee is required to provide notice of termination from the above table or forfeiture of two weeks wages. Note; No additional notice is required if you are 45 and over.

(b). **Summary Dismissal**

Notwithstanding the period of notice detailed above, the Company will have the right to dismiss the employee without notice for conduct that justifies summary dismissal and in such cases wages will be paid up to the time of dismissal only. Examples of conduct which is unacceptable and would constitute grounds for summary dismissal includes, but is not limited to:

- Intentional damage to Company or another employee's property.
- Fighting, assault or threatening behaviour.
- Wilfully endangering the safety of other employees.
- Breaching of key safety, and safety practices, including, not wearing personal protective equipment.
- Cigarette smoking on the site, including the car park during shift
- Harassment or discrimination of fellow employees.

Full details of the Company Discipline and Termination Procedure are contained in the Fletcher International WA Workplace Handbook and will be explained to the employee during their Induction.

## 30. WORKERS COMPENSATION

The employee will be covered by the terms and conditions of the Western Australian Workers Compensation and Injury Management Act 1981.

In relation to workers compensation benefits the following will apply:

- (a) as part of the investigation into a workplace accident, the employee will be interviewed in regard to the accident (including the wearing of protective equipment) and be required to undergo a drug and alcohol test.
- (b) any payments for periods of total or partial incapacity will be calculated on the normal hourly rate.

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### 31. ANTI DISCRIMINATION

The Company and the employee agree that:

- (a) It is the intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at work on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (b) Any concern in relation to discrimination will be progressed initially under the Grievance Resolution Procedure in this AWA.

### 32. GRIEVANCE RESOLUTION PROCEDURE

In relation to any difficulty or concern that an employee or group of employees have it is agreed by the parties that:

- (a) The employee should discuss the difficulty or concern with the supervisor and attempt to resolve the matter
- (b) If the matter is not resolved at such a meeting with the Supervisor arrange further discussions involving more senior levels of management
- (c) They agree to allow the matter to be referred for mediation if the matter cannot be resolved at the workplace level and participate in the mediation process in good faith
- (d) Either party to nominate a representative to assist in resolving the matter at the workplace level
- (e) Agree that during the time whilst attempting to resolve the matter the employee will:
- (f) Continue work in accordance with the contract of employment unless there is a reasonable concern about an imminent risk to health or safety; and
- (g) Subject to relevant provisions of any Western Australian occupational health and safety law, even if there is a reasonable concern about an imminent risk to health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work that is safe and appropriate to perform; and
- (h) Cooperate to ensure that the dispute grievance resolution procedures are carried out as quickly as is reasonably possible; and
- (i) If the parties are unable to resolve the grievance at the workplace, the employee or the Company may refer a grievance or difficulty to the Australian Industrial Relations Commission for conciliation should the grievance or difficulty not be resolved under the steps outlined above.

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### 33. REDUNDANCY

In the event that the employee's position becomes redundant and should the Company be unable to offer you suitable alternative employment, your employment will be terminated and entitled to a redundancy benefit calculated at the base rate, in line with the following scale:

Years of Service	Redundancy Benefit
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and over	8 weeks

If you are over the age of 45 years at the time of retrenchment the above benefits will be increased by 25%.

A "weeks" pay is defined as the employees normal hourly rate multiplied by 40 hours.

### NON MONETARY BENEFITS

### 34. COUNSELLING and SUPPORT for NON WORK RELATED HEALTH CONCERNS

The Company provides assistance to employees with non work related health issues, which may include:

- Assessment and treatment of minor injuries and referral to external health care practitioners
- Provision of suitable duties for non work injury / illness where opportunities present in the workplace, under guidance from treating health care practitioner
- Assistance with booking appointments with health care practitioners
- Advice on available counselling services
- Health promotion guidance

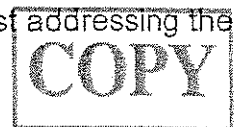
### 35. FLETCHER FAMILY FUN DAY

In December each year the Company invites all employees and their immediate families to a fun filled day. This day is a big Thank you to the employees and their family members.

The end of year function typically includes:

- A barbeque meal, with a selection of meats and our finest lamb products
- A range of drinks for adults and the children
- A wide range of fun activities for the young and the young at heart
- Santa arrives, with a bag of treats for each primary school age child

The Fun Day is a unique opportunity for employee's families to experience the friendship amongst workmates at Fletcher International WA. The venue for the day is carefully chosen to allow full enjoyment of the day whilst addressing the aspects of safety and security for all attendees.



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