

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/26

**TITLE:** **Transform Composites Pty Limited Enterprise Bargaining (State) Agreement 2003**

**I.R.C. NO:** IRC3/6565

**DATE APPROVED/COMMENCEMENT:** Approved 3 December 2003/Commenced 1 April 2003

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Transform Composites Pty Limited located at 56 Clyde St, Broadmeadow NSW 2292, engaged in the classifications of Production Employee grades C6 - C13, who fall within the coverage of the Coachmakers &c. Rail (State) Award

**PARTIES:** Transform Composites Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

## TRANSFORM COMPOSITES ENTERPRISE BARGAINING AGREEMENT 2003

### INDEX

Clause No.	Subject Matter
1.	Title
2.	Relationship to parent award
3.	Parties Bound
4.	Duration
5.	Enterprise Bargaining
6.	Continuous Improvement Principle
7.	Single Bargaining Unit
8.	Wage Increase
9.	Avoidance of disputes procedure - industrial
10.	Avoidance of disputes procedure - safety
11.	Not to be used as a precedent
12.	Measures Designed to Effect Real Gains in Productivity
13.	Critical Success Factors
14.	Periodic Productivity Payment System
14.1	Productivity Measuremen
14.5	Productivity Monitoring
15.	Work Teams
15.1	Work Team Concept - Work Reorganisation/Job Design
15.2	Roster Days Off
15.3	Forwarding of Rostered Days Off
15.4	Make-up of Casual Absence From Work
15.5	Meal Breaks & Timesheets
16.	Quality
17.	Occupational Health & Safety
18.	Work force classification
19.	Competency Standards & Training
20.	Discipline/Warning Procedure
21.	Redundancy Provisions
22.	Sick Leave Bonus
23.	Alcohol & Other Drugs
24.	Consultative Committee
25.	Union Matters
26.	Discounted Clothing for Casuals & Labour Hire
27.	Blood Donors Leave
28.	Anti-Discrimination
29.	No Further Claims

Application for an Agreement.

(No of 2003). March 2003.

### 1. Title

This Agreement shall be known as the Transform Composites Pty Limited Enterprise Bargaining (State) Agreement 2003.

## 2. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Coachmakers &c. Rail (State) Award provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

## 3. Parties Bound

This Agreement shall be binding upon:

- 3.1. Transform Composites Pty Limited Broadmeadow, New South Wales;
- 3.2. Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (AMWU) NSW Branch.
- 3.3. All employees of Transform Composites Pty Limited not covered by separate agreements.

## 4. Duration

This Agreement shall be backdated to April 1st 2003 thereby recognising all benefits already provided in that period as part of the benefits to be provided under this agreement and shall remain in force until 31st March 2006.

The parties agree to re-enter negotiations three months prior to the expiration of this agreement with the intention of entering a further enterprise agreement.

## 5. Enterprise Bargaining

This Agreement is the outcome of a process whereby both parties have worked with a genuine spirit of co-operation and a recognition of mutual goals. This Agreement represents a significant contribution to the continuous improvement of the company and production of a quality product which in turn secures income and job security for employees.

## 6. Continuous Business Improvement

This Agreement builds on the progress achieved to date through the Continuous Improvement process and has been approached by both the parties as an opportunity to further enhance efficiency and productivity with a concurrent recognition that productivity improvements shall be recognised in the wages formula.

The parties reiterate their commitment to the continuing implementation of the Continuous Improvement principle and this commitment is reflected in the terms of this Agreement.

## 7. Single Bargaining Unit

- 7.1. This Agreement has been negotiated on an enterprise basis and recognises the rights of union and non-union representatives to participate in the negotiation process.

## 8. Wage Increase

The wage increase payable are as follows:

Classification Under State Award	Current Wage	Column 1	Column 2
Coachmakers & Rail State Award	Hourly Rate \$	Wage Increase %	Wage Increase %
Production Employee C6	21.07	3	3.5
Production Employee C7	19.385	3	3.5
Production Employee C8	18.542	3	3.5
Production Employee C9	17.677	3	3.5
Production Employee C10	16.857	3	3.5
Production Employee C11	15.569	3	3.5

Production Employee C12	15.126	3	3.5
Production Employee C13	14.202	3	3.5

A wage increase of 2% was paid from 28th April 2003.

The increase shown in Column 1 shall be payable from the first full pay period to commence in October 2003.

The increase shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1st July 2004 and again 1st July 2005.

The amount shown in column 2 may also be renegotiated if the company believes (and can demonstrate adequately to the Industrial Relations Commission of New South Wales) that implementation of that increase could affect the financial viability of the company.

### 9. Avoidance of Dispute Procedure - Industrial

9.1 The objective of this procedure is to promote:

9.1.1 The resolution of disputes with measures based on consultation, co-operation and discussion.

9.1.2 To eliminate industrial confrontation so there will be no interruption to the performance of work and the consequential loss of production and wages.

9.2. In the event of a dispute the following procedures will be followed

9.2.1 Step One

The matter should first be discussed between the employee and the immediate supervisor or team co-ordinator.

9.2.2 Step Two

If settlement is not reached then the matter will be discussed between the immediate supervisor or the team co-ordinator, the employee and the union delegate/employee representative.

9.2.3 Step Three

If settlement is not reached, the Production Manager and union organiser/employee representative will become involved.

9.2.4 Step Four

If settlement is still not reached, a meeting of the Consultative Committee is to be organised within a time period of 24 hours (excluding weekends and public holidays). The union delegate/employee representative will seek assistance from the union organiser/independent body and invite the union organiser/independent body to the meeting. The employer may seek assistance of its employer organisation and invite them to the meeting.

9.2.5 Step Five

If after all above attempts to resolve the grievance has failed the matter will be referred to the New South Wales Industrial Relations Commission.

There shall be genuine endeavours by the parties that normal work will continue whilst a grievance is being processed and the parties shall be committed to the disputes procedure as the proper mechanism for resolving grievances in an orderly manner.

## **10. Avoidance of Disputes Procedure - Safety**

Where a dispute in respect of a safety issue arises, the following procedure will be followed:

### **10.1 Step One**

The immediate supervisor is notified of the safety issue and if required, the job will cease and the matter will be referred by the supervisor to either the Chairperson or if unavailable the Vice Chairperson of the Safety Committee.

The Chairperson or Vice Chairperson will assess the position with the supervisor and attempt to resolve the issue. If settlement cannot be reached, required, a special Safety Committee meeting is convened within a time period of 24 hours (excluding weekends and public holidays) to discuss the issue. The safety committee comprises three employees and two management representatives.

The Production Manager, General Manager and Managing Director are to be notified of the issue.

### **10.2 Step Two**

During this period the unsafe method / job will not continue. Alternate safe methods may be put in place as temporary measures to allow production to continue while resolution of the issue is being undertaken.

### **10.3 Step Three**

If no resolution can be achieved by the safety committee after a time period of seven working days, the matter shall be referred to the Workcover Authority whose recommendation shall be final. If a Workcover Authority Representative is not available on the day the matter is referred to the Authority, the parties shall confer on an acceptable method of performing the work in question on a "without prejudice basis".

## **11. Not to be used as a Precedent**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

## **12. Measures Designed to Effect Real Gains in Productivity**

The parties have reviewed the operational effectiveness of their current Enterprise Agreement and believe there should be continuing emphasis on the following areas:

- 12.1 Increased flexibility and further development of self managed work teams.
- 12.2 Further changes in the roles of management and supervision consistent with less hierarchical organisation structures and a devolution of authority together with clarification of individual and team performance accountabilities.
- 12.3 Further analysis of Work Instructions and Procedures directed towards process simplification, reduction of cycle times and elimination of non-value added activities such as rework, double handling, etc.
- 12.4 Involving all employees provides the opportunity for employees themselves to identify and understand methods to improve productivity, quality and efficiency in all parts of the workplace.

## **13. Critical Success Factors**

The company, with the involvement of employees, have evaluated the main contributors to improved productivity as follows:

- 13.1 Maximisation of company profit - and therefore maximisation of retained revenue for capital investment and development.

- 13.2 Minimisation of direct labour costs associated with all activities i.e., continuously reducing the labour cost associated with each activity. Particular attention is to be paid to improving quality and thus reducing the level of rework and associated costs.
- 13.3 Minimisation of all unproductive labour costs (eg strike action, sick leave, absent without leave, workplace injuries and overtime costs).
- 13.4 Minimisation of raw material wastage.
- 13.5 Minimisation of costs of supplies and services.
- 13.6 Maximisation of customer satisfaction via product quality, on-time delivery and effective communication.
- 13.7 There are measures currently in place for most of these factors and it is envisaged that all will play a part in company productivity, efficiency, flexibility and ultimately profitability. Determination of future increases in employee earnings will largely depend on company profitability and competitiveness in its chosen markets.

#### **14. Periodic Productivity Payment System**

For the period of this agreement (36 months), it is proposed to concentrate on a range of issues - principally the need to improve labour productivity and product quality.

##### **14.1 Labour Productivity Measurement**

- 14.1.1 Labour productivity performance on every job will be measured by comparing man hours applied per unit of product against the agreed labour estimate. Labour estimates are developed and agreed by the project managers in consultation, where possible, with representatives from the appropriate production areas.
- 14.1.2 Productivity data will be disseminated weekly by the Production Manager.
- 14.1.3 Productivity calculations will be separate for each factory location. For the purposes of this calculation Broadmeadow and Cardiff will be treated as one facility. Other factory locations envisaged at this stage include Ballarat and Dandenong in Victoria.
- 14.1.4 The bonus hours would normally be calculated on the life of each individual contract with the net hours at the end of the contract either being positive (under estimate) or negative (over estimate) based on the estimate hours.
- 14.1.5 Because some contracts continue for long periods it is agreed to break the bonus period up into 8 week segments rather than wait till the end of the contract.
- 14.1.6 Every 8 weeks if the actual labour applied to a job becomes less than the estimated hours that job begins to contribute to funding a bonus. If the actual labour applied to a job becomes more than the estimated hours that job shows the negative hours over estimate.
- 14.1.7 These negative or over estimate hours need to be made up before positive hours are shown for that particular job (cumulative basis).
- 14.1.8 This means that even though the contract has been divided up into 8 week segments for the benefit of the bonus payment it is still on a cumulative basis, which is how it would be over the life of the contract.
- 14.1.9 Every 8 weeks the net bonus contribution for all jobs at a particular factory location will be calculated and the bonus paid if achieved.

- 14.1.10 The dollar value of the bonus is calculated from the total number of man hours saving in the factory location. This saving in man hours is multiplied by the average cost of a man hour to the company to arrive at a \$ figure. 33% of this figure is allocated for a payment of a bonus (including any on costs eg Workers Compensation incurred as a result of paying the bonus).
- 14.1.11 Controllable overheads (eg tea break, cleaning, etc) for each factory have been calculated and the hours have been included into the estimate of the relevant job. This will make the information on the timesheets more accurate and make the filling out of timesheets quicker and easier.
- 14.1.12 If improvements in labour productivity are achieved via investment in capital equipment this will have the effect of reducing the estimate (by an agreed amount) for the jobs involved.
- 14.1.13 Labour hours booked at overtime rates will be factored upward to reflect the average extra cost of that labour when calculating actual hours booked to any job.
- 14.1.14 The bonuses will be equally distributed to all factory employees (i.e. no pro-rata on basic hourly rate). Employees will receive a share of the bonus if they have been employed by Transform Composites for a period of 4 weeks in a "bonus period".
- 14.1.15 Employees not employed by the company at the date of payment of the Productivity payment will not be included in the bonus payment. This process will be repeated over every subsequent 8 week period. Note that the bonus payment will be extended to "Labour Hire" and casual workers.
- 14.2 Materials Productivity Measurement
- 14.2.1 Materials usage in each Factory will be measured on a monthly basis and compared to estimate. The benefits (or otherwise) achieved by the factory will be calculated and added (or subtracted) to the labour bonus using the same 33% formula over the period.
- 14.3 Delivery Performance Measurement
- 14.3.1 Delivery performance is compared to customers' expected delivery. If performance exceeds 95% of factory deliveries on-time over any bonus period the overall bonus is increased by 5% of the calculated labour and materials bonus. If performance is less than 90% then the overall bonus is reduced by 5%. Delivery performance data is to be supplied by the Project Manager on each job at the conclusion of the measurement period.
- 14.4 Product Quality Performance Measurement
- 14.4.1 Delivered product quality is one of the most important measures of production performance. Any customer returned product, or product requiring on-site rework, in excess of 2% is unacceptable. In recognition of the importance of quality if 98% of customer deliveries by unit volume are accepted then 10% additional will be added to the overall bonus calculated for labour and materials at the factory site. However, should quality performance fall below 98% for the bonus period then a 10% reduction to the overall bonus will apply. Quality performance data is to be supplied by the Project Manager on each job, derived from CAR and other delivery information maintained by Transform.
- 14.5 Productivity Monitoring
- 14.5.1 Productivity information will be provided on a weekly basis. The Project Manager will be the final arbiter of the accuracy of any information used to calculate productivity bonuses.

14.5.2 Should any disagreement arise between the parties then the disputes procedures will be followed.

#### 14.6 Loss of Bonus

The payment of bonus amounts under this clause is conditional on there having been no work stoppages (which have occurred without following the agreed disputes procedure in full) over the previous 12 months.

### 15. Work Teams

#### 15.1 Work Team Concept - Work Reorganisation/Job Design

15.1.1 In accordance with the Continuous Improvement agreements between the AMWU and Transform Composites and the current review of work organisation being undertaken at Transform Composites, work teams have been established at Transform Composites.

15.1.2 These work teams will meet on a monthly basis.

15.1.3 These work teams will keep minutes of meetings and copies of recommendations.

15.1.4 The objective of the team is to further analyse work processes directed towards process simplification, reduction of times to complete work and elimination of non-value added activities. The team concept provides the opportunity for employees themselves to understand methods to improve productivity, quality and efficiency in all parts of the workplace.

15.1.5 Work teams will be given production schedules and budgets for team analysis.

15.1.6 Work teams will be given any relevant information and resources to achieve improvements in productivity, quality, efficiency and flexibility.

15.1.7 Work teams will assist other teams when required with information, ideas, expertise and labour (i.e. individuals can transfer to other teams subject to needs and skills).

15.1.8 Work teams will discuss work changes, implementation of new technology and equipment to their respective areas.

15.1.9 Work teams will discuss the current Occupational Health and Safety policies affecting the work group, so changes can be recommended to the Safety Committee.

15.1.10 Work teams will discuss and evaluate performance indicator results and how to improve them within their work group.

15.1.11 Work teams will establish a mechanism to highlight problems encountered in carrying out work.

15.1.12 Development of total quality management approach by teams. Ordinary hours of work will be between the spread of hours 6:00 AM - 6:00 PM except where mutually agreed between the employer and work teams. This agreement would be on a voluntary basis by employees who would benefit from a change of ordinary hours of work (eg child minding).

15.1.13 This agreement would be subject to:

15.1.13.1 Proper supervision being available.

15.1.13.2 O H & S requirements in place.



- 15.1.13.3 To the extent of skills attained, teams will be given the responsibility and authority to make changes to their work processes.
- 15.1.14 Employees can select other site employees to represent them in disciplinary/ warning, OH&S and consultative committee matters - as outlined within this EBA. An individual employee shall represent fellow employees on one of the above topics at any one time - to maximise the amount of employee representation in company direction.
- 15.2 Roster Days Off
- 15.2.1 The factory will operate on all normal working days of the month. Work teams will be responsible for setting their own roster days off in conjunction with production management. Approval of proposed rosters would be subject to the following considerations:
- 15.2.2 Work team areas to remain functional on all normal working days of the month.
- 15.2.3 Due regard should be paid to the O H & S requirements.
- 15.2.4 Schedules to be set with consideration given to customer and production needs.
- 15.2.5 Rostered time off must be taken in minimum 1 hour lots.
- 15.2.6 Employees to apply for rostered time off with a minimum of 48 hours notice. Application is made through a leave form which must be signed and dated by the employee's coordinator. Exceptions to the period of notice are only allowed within special cases with express agreement from the company.
- 15.2.7 Employees are not permitted to accumulate more than 40 hours of roster time. It is the responsibility of the employee to monitor their hours on their wage slip.
- 15.2.8 A leave form must be filled out when an employee reaches 32 hours, indicating roster time to be taken off in the next 4 weeks so the ceiling of 40 hours is not exceeded.
- 15.3 Forwarding of Rostered Days Off
- 15.3.1 The employer and a majority of employees in a work team or teams may agree to the bringing forward of up to a maximum of 40 hours off due to emergency circumstances (eg material shortages, equipment failures, customer instructions to stop work etc.).
- 15.3.2 Unless otherwise agreed by employer and employee, there will be a minimum 48 hours notice period required in this case.
- 15.3.3 Individual employees may also request bringing forward of roster time for emergency circumstances. This leave must be approved in advance of the leave being taken.
- 15.4 Make-up of Casual Absence from Work
- 15.4.1 By agreement between the company and the employee concerned, an employee may make-up lost time due to an authorised casual absence from work (amount allowed for make-up of lost time shall be up to four hours unless for an agreed specific purpose for which a maximum eight hours shall be allowed in any week), by working before or after normal working hours up to the equivalent of the said absence (at a time which is agreed by production management), which will not be subject to overtime or penalty rates.
- 15.5 Meal Breaks and Timesheets
- 15.5.1 Each employee will be entitled to a meal break at a time agreed to by their individual work team. This may involve staggered meal breaks.

- 15.5.2 An employee shall not be required to work more than five hours without a break for a meal.
- 15.5.3 All employees are required to fill out accurate timesheets on a daily basis.

### **16. Quality**

- 16.1.1 Transform Composites' objective is to remain the long term leader in the field of implementing an efficient and effective quality assurance program designed to ensure both customer and employee satisfaction. This shall be accomplished by ensuring that all personnel understand and adhere to this policy and the systems outline in the Transform Composites' Systems and Work Instruction manuals.
- 16.1.2 The management and work teams shall be responsible for the implementation and maintenance of this quality assurance program, which has been created to achieve a continued excellence of quality in all Transform Composites products and services.
- 16.1.3 The quality assurance program is based on the requirements of Quality Standard ISO9001.
- 16.1.4 The success of this program is required to remain competitive and sustain the reputation of Transform Composites as a reliable supplier of quality products and services.

### **17. Occupational Health and Safety**

- 17.1.1 The parties agree to continue the emphasis on the importance of safe working practices as initiated under the Continuous Improvement Agreement. To maintain as a safe place to work and to foster continued improvement in a safe system of work, safety policies have been established for the health and safety at work of all employees.
- 17.1.2 It is a requirement that all employees use and care for any equipment provided for health and safety purposes. This includes personal protective equipment like respiratory protection, safety glasses, hearing protection and industrial clothing.
- 17.1.3 The parties also agree to facilitate the effective operation of the occupational health and safety responsibility of the individual work teams under the review of the Occupational Health and Safety Committee.
- 17.1.4 The safety committee will be continued to monitor and identify health and safety issues on site. The safety committee will be comprised of three employees and two management representatives. The safety committee will meet on a regular basis and the chairperson will be an employee representative. The company will be responsible for meeting minutes.

### **18. Work Force Classifications**

Members of the workforce may be engaged by the following methods

#### **18.1 Core Employees**

The company has a core workforce. It is the intention of the parties to maintain the number of employees (currently 37) in the core workforce. The core workforce may however change due to mutual agreement, workload, the start or completion of contracts, new skills required, position changes and other unforeseen circumstances.

#### **18.2. Casual Employees**

- 18.2.1 The company may engage employees on a casual basis for periods of up to one month.
- 18.2.2 Casual employees at the commencement of employment will be informed of all relevant wages and conditions and that their employment is on a casual basis.

### 18.3. Fixed Term or Contract Employees

- 18.3.1 Fixed term employees will be hired for a specific term or the duration of a specific contract. They will be informed of all wages and conditions and that their employment is on a fixed term or contract basis.
- 18.3.2 Where work is available the fixed term employee may be re-engaged for another fixed period (default period 1 month) or may be placed in the core workforce.
- 18.3.3 The fixed term employee concept is to cover the peaks and troughs of workloads in the future and to provide security for the core workforce.
- 18.3.4 Casual employees and fixed term employees will be terminated before any core employees if the workforce needs to be reduced. (This does not mean that the core employees do not have to work effectively and efficiently). The only exception to this would be a situations where a casual or FTE has special skills or capabilities which cannot be fulfilled satisfactorily by a core employee.
- 18.3.5 Notwithstanding anything elsewhere contained in either this Agreement or the Coachmakers and Rail (State) Award, an employee may be engaged as a fixed term employee pursuant to this sub-clause for a continuous period of 12 months from the date of engagement. At the end of this 12 month period, the employee qualifies for a review regarding his/her eligibility to become a core employee. This does not mean an automatic inclusion into the core workforce.
- 18.3.6 An employee so engaged shall be advised on engagement and in writing of the specific duration of his/her employment and may be terminated at the expiry of that period without additional notice being required. For employees engaged for the duration of a specific contract termination prior to the expiry day will require one weeks notice.
- 18.3.7 Nothing in this sub-clause shall affect the right of the company to dismiss a fixed term employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal.
- 18.3.8 An employee engaged as a fixed term employee shall be entitled to all benefits prescribed by this agreement which includes the Coachmakers and Rail (State) Award where applicable and any relevant State Act or Regulation.
- 18.3.9 The fixed term concept will enable the company to accommodate future peaks and troughs of production if necessary. At the expiry of a particular work contract, core employees shall have preference in employment over any fixed term or casual employee.
- 18.3.10 In addition to the abovementioned 12 month review, a fixed term employee can be transferred to the core workforce at any time if they have skills which are essential to maintaining contractual commitments.
- 18.3.11 A ceiling of 0% to 25% of the workforce has been established for the number of FTE's employed.
- 18.3.12 The fixed term employee's skills will be audited and assessed after being at Transform for a period of six months

### 18.4 Contract labour hire

- 18.4.1 The company may also engage additions to the workforce through the use of contract labour hire companies.
- 18.4.2 These workers are engaged under agreements with the labour hire company and as such are not employees of Transform Composites Pty Limited.

- 18.4.3 Generally the company will encourage the contract labour hire company to provide the same rates of pay and terms of employment as are available to Transform core employees.
- 18.4.4 It is noted that the majority of these workers will be employed on a casual basis however the labour hire company may choose to employ on a permanent basis if desired by their employee. Transform Composites will assist in this process by indicating to the labour hire company the likely duration of the contract on which the worker is engaged.
- 18.4.5 The labour hire worker's skills will be audited and assessed after being at Transform for a period of six months, and a recommendation will be given to increase the workers pay rate to the same level paid to core Transform employees on the same skills level.
- 18.5 Engagement as a Core Employee
- 18.5.1 Becoming a core employee at Transform Composites is seen as an important as it provides additional security of employment.
- 18.5.2 To be considered for engagement as a core employee from either a casual employee, fixed term employee or a labour hire worker the following criteria will be assessed;
- 18.5.2.1 Good attendance record with no absence without leave. No level of absence without leave is acceptable given the existing flexibility available under the E.B.A. (eg roster hours and casual absence, etc).
- 18.5.2.2 Have not been involved in any disciplinary action.
- 18.5.2.3 Has received a pass in the maths questionnaire.
- 18.5.2.4 Work attitude questionnaire completed and indicates good attitude.
- 18.5.2.5 Receives good reports from the Production Manager, Co-ordinator, Team Leader and team members on skill levels, work performance, safety practices, attitude and behaviour towards the company and their job.
- 18.5.2.6 Demonstrates a high level of commitment to long term employment at Transform Composites.

### **19. Competency Standards & Training**

- 19.1.1 The parties agree that a highly skilled workforce is necessary to improve the company's quality and overall competitiveness.
- 19.1.2 The parties also agree that access to training is essential in the context of a skills based classification structure, where progress through career paths is contingent on the further acquisition of skills.
- 19.1.3 The parties have also done a thorough review of the National Metal and Engineering Competency Standards and discussions have been undertaken with TAFE and Industry Training providers to evaluate availability and standards of competency and training modules.
- 19.1.4 From this study, the parties have developed a list of appropriate competencies that not only meet the company needs, but employees needs of accreditation and transferability.
- 19.1.5 Internal training needs specific to Transform Composites have also been identified and in-house training plans for these skills are being developed.
- 19.1.6 The agreed list of competencies have been placed into the career structure levels. Core competencies required by all employees of each level have been identified along with

elective modules in broad based streams. This system has been set up in line with the requirements of the National Metal and Engineering Competency Standards.

- 19.1.7 The career structure and training will be subject to ongoing review by the Works Committee to meet the changing requirements of the business and availability of training modules and providers.
- 19.1.8 A maximum of 38 hours of paid daytime training will be provided per team member per year, provided that the particular module of training is locally available and applicable to the business needs as determined by the Works Committee.
- 19.1.9 Monies or time off in lieu will not be exchanged for allocated training time, should the desired course not be available or the team member does not do any training in that year.
- 19.1.10 An employee wishing to do relevant (as defined above) training outside normal working hours will be reimbursed for fees and text books on successful completion of course.
- 19.1.11 Skills audits will generally be completed within one month of an employee lodging an application form.

## **20. Discipline/Warning Procedure**

### 20.1. Counselling

The employee will be counselled by the supervising Production Co-ordinator in the presence of the union delegate / employee representative if required. This counselling will be recorded in the supervisor's file and is an attempt to correct inappropriate behaviour.

### 20.2. First Written Warning

- 20.2.1 After investigation of all the facts and the employee has had a proper opportunity to offer an explanation or answer allegations
- 20.2.2 The employee will be firmly counselled by the supervising Production Co-ordinator and Production Manager in the presence of the union delegate/ employee representative, in a second attempt to correct inappropriate behaviour.
- 20.2.3 The employee will be informed continuation of such behaviour could ultimately lead to dismissal. This warning will be recorded in the employees personnel file and stand for a period of three months.

### 20.3. Final Written Warning

- 20.3.1 After investigation of all the facts and the employee has had a proper opportunity to offer an explanation or answer allegations
- 20.3.2 The employee is given a formal written warning by the supervisor, Production Co-ordinator and Production Manager and in the presence of the union delegate / employee representative.
- 20.3.3 They will be informed that repetition of the misconduct will lead to termination of employment. A copy of the warning will be recorded on the employees personnel file and stand for a period of six months.

### 20.4. Termination

After investigation of all the facts and the employee has had a proper opportunity to offer an explanation or answer allegations, it is open to management to dismiss the employee either with or without notice, in accordance with the Award.

## 20.5. Warning Removal

Provision for removal of a warning from an employees personnel file - an employee will move to the next lower level of misconduct after the indicated time span.

## 20.6. Repetition of Misdemeanours After Lapse of Warnings

20.6.1 In the case of an employee whose warning has lapsed, where there is a repetition of the same misdemeanour within a period of three months, he/she will be placed on a first warning.

20.6.2 In the case of an employee whose written warning has lapsed, where there is a repetition of the same misdemeanour within a period of six months, he/she will be placed on a written warning.

## 20.7 Employee Representation

20.7.1 The foregoing procedure shall not deny an employee of his/her rights to seek the assistance from either Union or other employee representation should such employee require assistance under these procedures.

## 20.8. Documentation

20.8.1 The formal recording of the discipline procedure shall utilise the standard proforma identified in Clause 9.

## **21. Redundancy Provisions**

21.1 The redundancy provisions of the Coachmakers & Rail (State) Award will apply to eligible covered by this agreement.

21.1.1 If a core employee is made redundant and then within a period of three months the work situation improves and people need to be employed, the core employees made redundant, if they have the required skills and their previous employment with Transform Composites was satisfactory (eg no absent without leave, safety, responsible, etc) then they would be given the first opportunity to be re-employed through a labour hire company to Transform Composites.

## **22. Sick Leave Bonus**

22.1. The benchmark rate for paid sick leave is 50 man hours (per person) per year based on the first 18 months of operation of Transform Composites P/L. This rate will be measured over each 12 month period and if a reduction is achieved 33% of the saving will be paid out (including direct on costs associated with the bonus) as a one-off bonus. The bonus will be shared equally between all qualifying employees. Employees will not qualify for this bonus if: (I) they are not employed by the company at the time the bonus is paid, (ii) they have not been in full employment with the company for the entire year and (iii) they have taken any unpaid absences over the year.

## **23. Alcohol & Other Drugs**

To minimise the risk and harm associated with the use of alcohol and other drugs in the workplace it is agreed as follows;

23.1. Transform Composites will provide literature or training to employees on the effects of alcohol or drugs in the workplace.

23.2. Attending work under the influence of alcohol or drugs (other than prescribed medication that will not impair co-ordination or judgement) is strictly prohibited by all employees. Failure to observe this

condition of employment will result in disciplinary action in accordance with the company drug and alcohol policy.

- 23.3. Alcohol and drug screening will form part of pre-employment medical examination.
- 23.4. Any employee reasonably suspected to be under the influence of alcohol or drugs will be immediately removed from the work area. The employee concerned will be processed in accordance with the company drug and alcohol policy.

#### **24. Consultative Committee**

- 24.1.1 It is agreed a Consultative Committee will be established and shall comprise three elected employee representatives and two management representatives who will meet monthly on issues relevant to the operations on the site and provide constructive input.
- 24.1.2 The position of the chairperson will be elected by the Consultative Committee and will be responsible for the recording of minutes at the monthly meetings.
- 24.1.3 The scope of matters which may be considered by the Consultative Committee shall be as follows;
- 24.1.3.1 Monitor Periodic Productivity Payment System
  - 24.1.3.2 Examine new facilities or changes to existing facilities
  - 24.1.3.3 Training and development
  - 24.1.3.4 Purchase of equipment
  - 24.1.3.5 Utilisation of resources
  - 24.1.3.6 Improvements to work place and production performance
  - 24.1.3.7 Amenities
  - 24.1.3.8 Security of employee entitlements
  - 24.1.3.9 Duration of labour hire agreements
- 24.1.4 The Consultative Committee meetings will be of no more than 1.5 hours duration. It is required that such meetings will be able to demonstrate a positive contribution to business development.

#### **25. Union Matters**

With regards to union business the following is agreed;

- 25.1 Up to 5 days paid training leave will be approved by Transform for the recognised union delegates. Course content will be submitted to management for approval. More leave may be granted after consultation at the company's discretion.
- 25.2 Union representatives are permitted to visit Transform site provided they register and sign-off at reception and are accompanied at all times by Transforms' union delegate. Any breach of site O H & S rules may result in withdrawal of this right to the offending union representative.

#### **26. Discounted Clothing for Casuals and Labour Hire**

Transform agrees to provide access for casuals and labour hire employees working at the Transform site to safety clothing at the best purchase price that Transform is able to achieve.

## **27. Blood Donors Leave**

Transform will request the Red Cross to arrange periodic visitation of mobile blood donor van to Transform's Broadmeadow site. Once notified Transform will inform employees of the intended visit date to Transform's site and any employee wishing to donate blood will be able to do so on paid ordinary time.

## **28. Anti-Discrimination**

- 28.1 It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 28.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the agreement which, by its term or operation, has a direct or indirect discriminatory effect.
- 28.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 28.4 Nothing in this clause is to be taken to affect
- 28.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation
- 28.4.2 Offering or providing junior rates of pay to persons under 21 years of age
- 28.4.3 Any act or practise of a body established to propagate religion which is exempted under s 56 (d) of the Anti-Discrimination Act 1977
- 28.4.4 A party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction
- 28.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **29. No Further Claims**

- 29.1 The parties agree that no further claims will be made in respect of any employment conditions between the parties for the duration of this agreement.

## **30. Signatories to Agreement**

This Agreement is between Transform Composites Pty Ltd and the employees not covered by other agreements represented by the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, (AMWU), whose signature appears below.

FOR THE EMPLOYER- TRANSFORM COMPOSITES PTY LIMITED

Signed

Date

Name in full (printed)

Position



Witnessed by

Witness name in full (printed)

Witness address

FOR THE EMPLOYEES- Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union,  
(AMWU)

Signed

Date

Name in full (printed)

Position

Witnessed by

Witness name in full (printed)

Witness address