

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/74

**TITLE: BOC Limited Sydney Operations Enterprise Agreement
2005**

I.R.C. NO: IRC5/5165

DATE APPROVED/COMMENCEMENT: 4 November 2005 / 4 November 2005

TERM: 32

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/228.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of BOC Australia Limited, who are employed on the Sydney Operations Centre, Wetherill Park Production Site, located at 428 Victoria Steet, Wetherill Park NSW 2164 (except for Customer Engineering Services and Distribution), who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

PARTIES: BOC Limited -&- the Transport Workers' Union of New South Wales

Contents

1.0	Scope, Application and Duration	3
1.1	Scope	3
1.2	Relationships with Awards	3
1.3	Duration	3
1.4	No Extra Claims	3
2.0	Purpose of Agreement	4
2.1	Objectives	4
2.2	Workplace Change	5
2.3	SOC Production Consultative Committee	5
2.4	BOC Code Of Conduct	5
3.0	Counselling & Corrective Action	6
4.0	Non Interruption of Service to the Customer	8
4.1	Introduction	8
4.2	Grievance & Dispute Resolution Procedure	8
4.3	Essential Services and Customers	8
4.4	Union/Union Dispute Procedure	8
5.0	Redeployment or Redundancy	9
6.0	Employment Relationship and Duties	11
6.2	Part Time Employees	11
6.3	Manning Levels	11
6.4	Fixed Term Employees	11
6.5	Casual Employees	12
6.6	Unscheduled Customer Servicing	12
6.7	Flexibility	13
6.8	Recruitment	13
7.0	Classification	14
7.1	Classification Structure	14
7.2	Production/Works Loading Classification	15
7.3	Fitters Classification System	16
7.4	Special Gases	18
7.5	CDR Loading/Unloading	18
8.0	Employee Development	19
9.0	Leave Provisions	20
9.1	Annual Leave	20
9.2	Sick Leave	20
	9.2.1 Notification of Absence	20
	9.2.2 Personal Carer's Leave	21
9.3	Parental Leave	21
9.4	Jury Leave	21
9.5	Bereavement Leave	21
9.6	Special Leave	21
9.7	Long Service Leave	21

Contents

9.8	Public Holidays.....	22
10.0	Union Access.....	24
11.0	Hours of Work.....	25
11.1	Span of Hours.....	25
11.2	Rostered Hours	25
11.3	Working Hours.....	25
11.3.1	Unplanned Additional Hours of Work.....	26
11.3.2	Planned Additional Hours of Work.....	26
11.3.3	Action Plan	26
11.3.4	Non Day/Afternoon Shift Rotation.....	27
11.3.5	Scheduled Work	27
11.3.6	Working Hours Review	27
11.4	Meal Breaks	28
11.5	Normal Hours.....	28
11.6	Six Day Rolling Roster	28
11.7	Six Day Voluntary Roster.....	28
11.8	Additional Working Day(s).....	29
11.9	24/7 Shift Coverage	29
11.10	Break Between Shifts.....	29
12.0	Commitment to Improvement through Teamwork	30
13.0	Salaries	31
13.1	Payment of Salaries	31
13.2	Rates of Pay.....	31
13.3	Maintenance Team Leader Allowance – Rotating Shifts	31
13.4	Night Shift.....	32
13.5	Acting Team Leader	32
13.6	Workers Compensation	32
13.7	Superannuation/Salary Sacrifice.....	32
13.8	Salary Adjustment	32
13.9	Allowances.....	33
14.0	Incentive Scheme.....	37
15.0	Signatories.....	38
16.0	Negotiating Team	39
	APPENDIX A – CONDITIONS AND WAGES FOR SYDNEY OPERATIONS CENTRE CONTINUOUS SHIFT ROSTER.....	40
	APPENDIX B – TEAM LEADER REVIEW SOC.....	

1.0 Scope, Application and Duration

1.1 Scope

The title of this Agreement is the BOC Limited Sydney Operations Enterprise Agreement 2005.

The parties bound by this Agreement are:

- a) BOC Limited (the Company).
- b) The Company's employees (employees) covered by this Agreement.
- c) The Transport Workers Union (TWU) its officers and members, in respect of BOC Limited employees, engaged in accordance with this Agreement.

1.2 Relationships with Awards

This Agreement will replace all previous registered and unregistered Agreements and will be read and interpreted in conjunction with the Mixed Transport Industry Enterprise Interim (State) Award as read on 1 July 2005, in respect to those employees covered by that Award provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency. This Agreement applies to employees covered by the Awards listed above and employed on the Sydney Operations Centre, Wetherill Park Production Site, except for Customer Engineering Services and Distribution.

The Agreement will be submitted to the Australian Industrial Relations Commission for certification in accordance with the NSW Industrial Relations Act 1996 and the Agreement will be between BOC Limited and the Transport Workers Union (TWU).

1.3 Duration

The Agreement will take effect from the date of ratification and will expire on the 30th June 2008. At the expiration of this Agreement, the Agreement will remain in force until replaced by a new Agreement.

No later than three (3) months prior to the expiration of this Agreement, all parties will discuss issues relating to the development of an Agreement that will apply subsequent to this Agreement's expiry.

1.4 No Extra Claims

The unions and employees party to this Agreement undertakes that during the period of operation of this Agreement, there will be no further remuneration increases granted, except for those provided under the terms of this Agreement.

2.0 Purpose of Agreement

2.1 Objectives

The objective of this agreement is to create an operating environment in the NSW I&SP business where the employees can contribute to the business goals and feel valued for this. We must unlock the potential of our employees to achieve and sustain a lasting cultural change consistent with mutually agreed values as outlined below.

The ACTS Behavioural Competencies are the basis of employee recruitment, development and management and are based on the following:

Accountability

People know what they are responsible for and they are empowered to deliver

Collaboration

We maximise our achievements as a group, not as individuals

Transparency

We believe that visible problems can be solved and that informed people make better decisions

Stretch

We continuously push the boundaries to achieve reasonable performance

The parties are committed to the following principles as a means of achieving the objectives under this Agreement:

SAFETY

Creating an environment where all our people actively participate in reducing risk leading to a dramatic improvement in our historical safety performance

SERVICE

Integration of all Operations Teams to deliver improvements in Productivity and Service to maintain our position as market leader

PERFORMANCE

Employees understanding how they can best contribute to the business - all employees starting each day with a sense of purpose and ending each day with a sense of accomplishment

COMMUNICATION

Working together through effective and open communication, consultation, participation and mutual agreement concerning issues relevant to the employee's quality of working life.

EMPLOYEE DEVELOPMENT

Enhancing employee growth opportunities within the Company through the development of relevant competencies consistent with Company and employee needs.

To facilitate the above, an agreed meeting will occur each month involving management representatives, delegates and the union organiser if required. The purpose of these meetings will be to allow review of issues arising from the implementation of this agreement and any other issues raised by on site employees or management.

2.2 Workplace Change

The parties acknowledge that in an increasingly changing business environment we need to continually review our operations to ensure we are competitive. Employees and their Union/s will be notified of proposed significant changes. This includes but is not limited to, termination of employment, major changes in the composition, operation or size of the workforce or in the skills required. BOC is committed to involvement of all relevant employees and the union(s) in the implementation of change and working through the effects the changes will have on employees.

2.3 SOC Production Consultative Committee

- a) The SOC Consultative Committee will continue and will involve employees from the Filling, Works Loading and Maintenance operations as well as management representatives.
- b) The role of the Consultative Committee is defined in the Consultative Committee Constitution which may be changed from time to time with consultation and agreement.
- c) Committee members must receive appropriate training within three months of their appointment.
- d) There will be a monthly review of progress against the objectives of this Agreement and the Annual Plan by the Consultative Committee.

2.4 BOC Code Of Conduct

The BOC Code of Conduct sets out the principles and standards that guide the way we do business. We call this 'living our values' because our standards are not simply words on a piece of paper, but ways of ensuring we consistently and instinctively do the right thing. Two important components of the BOC Code of Conduct are:

Asking questions and raising concerns.

We should all feel encouraged and secure in reporting any concerns that we might have. This is why, in addition to knowing the legal and ethical responsibilities that apply to your job, you are required to speak up. If you have a question or concern you should approach your supervisor in the first instance. There are also a number of other people to approach detailed in the Code of Conduct or you can contact the BOC helpline.

Retaliation for raising a concern will not be tolerated.

Anyone who in good faith reports a possible violation of our Code of Conduct will not be intimidated against or disciplined because of having made a report. Any employee responsible for reprisals against individuals who in good faith report suspected misconduct will be subject to disciplinary action, up to and including dismissal.

BOC is committed to working jointly with its employees and all of the current unions who represent them on site to meet the purpose of this Agreement.

3.0 *Counselling & Corrective Action*

- 3.1 Employees agree to carry out duties within the scope of this Agreement.
- 3.2 The intent of this procedure is to approach employees, where there is evidence of job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring the employee knows the standards required, why they exist, understands how to meet the standards and the consequences of not meeting the standards.
- 3.3 A union delegate and/or official may be present at each step under the procedure.
- 3.4 If a grievance or dispute arises out of any of the steps in the procedure, the Grievance & Dispute Resolution Procedure (Clause 4.2) will be used.
- 3.5 This process does not apply to:
- a) employees during their probationary period of employment, where termination requires no counselling process
 - b) employees who engage in serious misconduct, where clause 3.7(c) applies
 - c) situations where a line manager considers a matter trivial, and able to be remedied immediately. In such instances, no counselling is necessary, unless the behaviour is repeated.
- 3.6 In each step of the procedure, details of the warning and the strategy to overcome the cause of the situation will be discussed, agreed and recorded on the employee's personal file.

3.7 Procedure

The procedure is made up of the following steps:

3.7.1. Counselling

Informal counselling will be conducted by the employee's immediate manager in a private and confidential environment. The manager will advise the employee of the performance deficiency observed and endeavour to establish the cause of this unacceptable situation. The employee and manager will develop a strategy to overcome the situation, which may involve referral to specialist formal counselling, eg. Family crisis counselling, depending on the problem identified. The line manager will follow up and monitor the employee and conduct further counselling if required and/or considered appropriate. All counselling sessions will be noted in the manager's diary.

If the employee's performance does not improve and continues to be of an unacceptable standard to the Company, despite previous counselling conducted, the formal warning system will be implemented.

3.7.2 Formal Warning System

Step 1 - Official Verbal Warning

The unsatisfactory performance is drawn to the employee's attention by his/her immediate manager in the form of an official verbal warning.

Step 2 - Official First Written Warning

In the event of further unsatisfactory performance, the employee will be given an official written warning by his/her immediate manager

Step 3- Official Second and Final Written Warning

This step involves the same actions as in Step 2.

Step 4 - Termination of Employment

In the event of further unsatisfactory performance, termination of employment may occur.

Any written warnings issued will be removed from the employee's file following satisfactory performance at the review meeting. A letter will be issued at the time of the review confirming that these actions have occurred. The timeframe of the review will be reasonable and will be carried out within a span of no greater than 3 months and not be extended for a period of greater than one month. Dependant on the nature and severity of the breach the warning may be held on file for a period of no longer than six months from the issue date. This excludes final written warnings which will be held on file for no longer than 12 months.

Where termination is being considered, the employee concerned may be suspended with pay for a period of 5 days while an investigation is carried out. During this time the employee will be available to attend meetings. This will be referred to as the "cooling off period".

3.7.3 Termination Without Notice

An employee's services may be terminated without notice if he/she engages in serious misconduct. Under the Workplace Relations Act 1996, serious misconduct includes, but is not limited to:

- a) wilful or deliberate behaviour inconsistent with continuation of the contract of employment
- b) conduct that creates an imminent and serious risk to the health or safety of any person, or the reputation, viability or profitability of the employer's business
- c) theft, fraud, assault, intoxication, or refusal to carry out a lawful and reasonable instruction consistent with the employee's contract of employment (unless the employee can show that in the circumstances the conduct did not make employment in the notice period unreasonable).

4.0 *Non Interruption of Service to the Customer*

4.1 Introduction

The parties to the Agreement agree to strictly adhere to resolving all grievances or disputes by prompt discussion. All avenues will be exhausted prior to any consideration of industrial action.

4.2 Grievance & Dispute Resolution Procedure

- a) It is the intention that grievances or disputes will be discussed promptly between the employee(s) and the immediate manager.
- b) If matters cannot be resolved then more senior managers may be involved to resolve the matter.
- c) At any stage of this process, the employee(s) may elect to have a union delegate or official present.
- d) In the event of a disagreement between employees who are members of the Transport Workers Union (TWU) a mutually agreed mediator or the Australian Industrial Relations Commission may be involved to resolve the matter.
- e) The parties agree that the status quo existing prior to the disagreement will remain while the grievance/dispute is being resolved.

4.3 Essential Services and Customers

It is agreed that certain essential operations (includes but not limited to medical, safety, food/hygiene, environmental and continuous operation processes) and agreed priority customers will continue to be serviced and supplied during any industrial action, including stoppages resulting from matters outside the direct control of the Company. These customers will be identified on a six monthly basis by consultation/agreement with the appropriate parties and union delegates. The above processes shall not apply in cases involving on-site safety.

4.4 Union/Union Dispute Procedure

In an event of a dispute arising between union/s and union/s, the following procedure shall be observed:

- a) The matter will be discussed jointly by the appropriate union delegates and the employee/s concerned.
- b) If the matter remains in dispute it will be discussed between officials of the union/s involved who should take all reasonable steps to jointly resolve the issue in conjunction with the appropriate union delegates and employees concerned.
- c) The Company will be advised of the situation and progression at all times.
- d) No industrial action will take place during these negotiations.
- e) If the matter escalates the services of the Labour Council of NSW will be engaged to assist the parties to reach a resolution.

5.0 *Redeployment or Redundancy*

5.1 Where a decision has been made by BOC that a full time or part time position(s) is no longer required to meet business needs and there is an employee(s) in the position, discussions will take place between BOC, the union(s) and the employee(s) affected.

5.2 Where the intention of the Company is to reduce the number of people performing work of the same kind, the Company may call for expressions of interest in voluntary redundancy from employees in the area(s) affected.

Acceptance of volunteers will be at the Company's discretion, having regard to the competencies the Company wishes to retain. Consultation will occur with the appropriate union(s) prior to the Company making a final decision(s) on who will be accepted for voluntary redundancy.

5.3 Before the employment of an employee is terminated as a result of being in a redundant position, alternative employment opportunities for the employee within the Company will be investigated. These alternatives may include transfer to another position, or transfer to another location within the Company.

Selection of employees for alternative positions will be based on the competency and work performance of employees, and on the basis of best fit with the requirements of the position and the employing business unit.

Where the rate of pay for the alternative position is lower than the employee's current rate of pay, the current rate will be maintained until such time as the appropriate rate of pay for the incumbent in the alternative position exceeds his/her current rate of pay.

An employee appointed to an alternative position will be trained to ensure they can fully meet the requirements of the position.

Acceptances of offers of alternative employment will be subject to a 3 month trial/probationary period, where positions are not substantially the same. At the end of this time an employee will retain his/her eligibility for redundancy payments if the Company or the employee determines that the position is not suitable.

5.4 An employee whose employment is to be terminated due to redundancy will receive notice (or payment or forfeiture of payment in lieu of notice) in accordance with the notice of termination clause of the Metal, Engineering and Associated Industries Award, 1998,

5.5 In addition to the period of notice, an employee whose employment is terminated due to redundancy will receive the following severance pay:

(a) The payment of 6 weeks pay, plus 3 weeks pay for each completed year of continuous service with pro-rata payment for any additional continuous service of less than a completed year.

(b) The rate of pay used to calculate this payment is the employee's rate of pay in the relevant classification in Clause 13.2.

(c) The payment from (a) above will not be more than the equivalent of 52 weeks' pay.

(d) An additional loading will also apply to employees Age 45 or more.

The loading is as follows:

Age	Loading %
45+	5%
46+	10%
47+	15%
48+	20%
49+	25%

- 5.6** If the period of when an employee is advised of his/her position being redundant is greater than the period specified in the notice of termination clause of the Metal, Engineering and Associated Industries Award, 1998 he/she will only receive severance pay if his/her last day of service is during the notice period specified in the Awards or some other mutually agreeable date.
- 5.7** Outplacement and financial counselling by a recognised provider will be provided to a minimum value of \$1000 per person.
- 5.8** During any period of notice given to an employee whose employment is to be terminated due to redundancy, the employee may take reasonable time off to attend job interviews at times mutually agreed between the employee and his/her immediate manager.
- 5.9** The parties acknowledge that prior to any forced redundancies; the process will be discussed with the appropriate unions.

6.0 Employment Relationship and Duties

Definitions

<i>Certified Proficient:</i>	Has Completed the training and successfully passed a theory and practical test
<i>Competent:</i>	Meets the agreed performance standards
<i>Consultation:</i>	Shall mean a process whereby the Management team and Union or Unions meet and provide full and accurate information to advise on topics ranging from and not limited to training, career paths, job design or redesign, work organisation, products or services, health & safety, employment security and changes that can affect the quality of working life of the employee.
<i>Agreement:</i>	Shall mean a mutual understanding and commitment reached by the Management team and Union or Unions in relation to the issue or issues raised, thereby facilitating a collaborative outcome.

6.1 Full Time Employees

A full-time employee will receive an all-inclusive annualised salary. The hours of work and the salaries for the job classifications are detailed in Clauses 11 and 13.

6.2 Part Time Employees

Employees who are employed part-time will be paid an all-inclusive annualised salary on a pro rata basis for the hours worked and according to the relevant classification in Clause 13.

6.3 Manning Levels

The parties agree that BOC needs the flexibility to employ casual and fixed term employees to operate its business operations. BOC will replace full time employees with same, except where it is demonstrated to site delegates that this will disadvantage the business and its employees. If this occurs this will trigger a review of site manning levels.

6.4 Fixed Term Employees

Management will notify the site delegates/union organisers prior to fixed term contract employees commencing work with the company. This will occur after consultation and involvement of union delegates. The period of time and the scope of work shall be notified to the site delegates/union organisers and a review date agreed. The fixed term contract will not be rolled over more than once. Fixed Term employees will have the opportunity to apply for permanent positions if they become available.

A fixed term employee will receive the relevant full-time employee all-inclusive salary for the duration of the contract. This type of employment will be used, but not limited to, for the following:

- Prolonged leave:
- Long term illness
- Workers' compensation
- Project work

6.5 Casual Employees

Management will notify the site delegates/union organisers prior to casuals commencing work on the site. This will occur after consultation and involvement of union delegates. The estimated period of time and the scope of work shall be notified to the site delegates/union organisers and a review date agreed.

Casuals are to be posted in a defined core area team and transfer of casuals between teams may occur dependant on skills and competence. Casual employees will be employed on an hourly basis for not less than one day at a time and be paid an hourly rate of the relevant classification in Clause 13 with a loading of 25% added to the hourly rate.

Where a casual employee is retained after 6 months they will be entitled to an increase. This will be 50% of the difference between New Starter and Area Operator. After 6 months casuals will be advised if there is opportunity for them to become permanent. Casuals may be offered a permanent or fixed term position by BOC in which case those casuals who have been engaged for a period in excess of three months need not under go a qualifying probationary period with BOC if they are undertaking the same work in which they were engaged as a casual. Casuals employed in excess of six months will only be offered permanent positions when transferring to BOC employment where available.

Any casual retained for greater than 6 months will be given and must give a minimum of 1 weeks notice.

6.6 Unscheduled Customer Servicing

(a) In order to satisfy essential operational or customer service requirements, the Company may determine that it is necessary to require an employee(s) to return to work to respond to an unscheduled servicing requirement. Such requirement will be met by a voluntary call back arrangement.

Employees need to be at the workplace within an hour from the call. Hours will be counted from time of call and will finish at time of departure from site. In requesting employees for this purpose, the Company will have regard to their ability to be at the worksite within a time frame that meets its business need for satisfying essential customer service or operational requirements.

(b) Employees who respond to this call back request will be paid the call back allowance detailed in Clause 13.9.

6.7 Flexibility

- (a) Where an employee is required to act in a higher position for training purposes, eg. Team Leader, the period of work in the higher position will only commence when a written agreement is entered into for an agreed period of time.
- (b) The parties agree that performance of work should be performed as efficiently as possible with employees able to be utilised in any area subject to proficiency.

6.8 Recruitment

The company is to advertise all vacancies that occur internally, on notice boards and via electronic media. If the position has not been successfully filled internally the company may advertise the position externally.

7.0 Classification

7.1 Classification Structure

The following rules will apply to the classification structure.

Change In Site Activities

If the number or type of activities that are conducted on site changes significantly then the Production Manager, Union Organiser and delegates will consult and agree prior to implementing on the impact of the changes on the existing classifications

Employees will be employed in one of the following four levels:

Level 1 New Starter

New employee at BOC working on induction program. Minimum 3 months. Progression dependant on successful completion of training and certification required for 'Area' level. The company will provide training and certification resources to enable the employee to complete the requirements within 6 months.

Level 2 Area

Employee who has been trained and certified competent in all tasks detailed in the position description within his/her Core Team.

Level 3 Multi Area

Area plus trained/certified competent in a further agreed number of tasks detailed in the position description from area/s different to his/her Core Team. Refusal to work in the area in which an employee has been multi skilled will result in an employee being reverted to Area Operator. Progress to Multi Area pay classification will be vacancy controlled – management to review maximum numbers within 12 months of signing this document. Persons receiving Multi Area pay, or in the process of progressing to Multi Area pay at the date of signing of this document will not have their classification reduced as a result of the review of maximum numbers.

Level 4 Team Leader

In line with Position Description.

Movement Between Levels – Production/Works Loading

For New Starter and Area, an individual will move up a level if they have completed and been certified competent in the relevant training. For Multi Area, an individual will move up a pay classification level if they have completed and been certified competent in the relevant training, and have been selected to fill a vacancy at that level which exists in the areas for which they have been deemed competent. Training will be provided as per the individual's Career Path document.

All production employees will have the opportunity to be trained up to Multi area. Employees who are deemed competent as Area operators and choose to be trained as Multi area operators will be provided with the appropriate training.

Team Leader

Movement in to Team Leader will be by application and appointment as the number of positions at this level will be dictated by the needs of the business.

The best applicant for the position against the skills, performance standards, accountabilities and competencies detailed in the position description will be appointed. Changes to the Position Description will occur after consultation and mutual agreement with the affected parties. Once agreed, training will be provided to meet the new skills and competencies required by the agreed change. The team leader will be required to undergo assessment to validate competence.

Performance will be monitored on a regular basis and six monthly performance reviews will be completed. Each Team Leader will have an agreed Individual Development Plan (IDP) which will identify coaching, training and development needs. Performance gaps will be identified and addressed in the first instance through coaching or training, however, failure to consistently meet the criteria may result in counselling/corrective action being undertaken. If a Team Leader fails to meet the performance standards and competencies, the employee will revert to Multi Area. A team leader may request that a union organiser be present at any stage of the above.

The Team Leader role will be reviewed in line with Appendix B within six (6) months of completion of this agreement.

7.2 Production/Works Loading Classification

The parties agree that people are assigned to core teams to carry out their duties and that there is a need for flexibility across teams at various times for work to be completed as efficiently as possible by people who are competent and trained, and recognise that support into and across core areas to complete the work on any given day is a necessity for the operation.

The concept of core team is to develop and maintain expertise in the given tasks in that area, whilst the multi-skilling of each person in the core team enables efficiency in production through flexibility. Each employee will be allocated to a core team on initial employment. Current teams are Works Loading, P&L, Ultrasonic Testing, DA, Special Gases, Maintenance and Stores.

Core Teams currently have the following duties:

Works Loading – Load/unload trucks, made up loads, count/check loads, yard marshalling and servicing sort and fill bays.

Production – Prepare, fill and test cylinders, process plant operation, forklift operation for test shop, refrigerant and special gases chemicals.

Stores – Receipt/despatch goods, stores stock management and forklift activities relating to incoming and outgoing goods.

The Team leaders will facilitate each core team working together to meet the production requirements on any given day. Team Leaders will pre-plan support across core teams to ensure production needs are met. Support into core areas will be provided to cover shortages arising from, eg. All leave, meetings, training, workers compensation, peak demand, rosters. If necessary, the Production Management will direct. There will be no time limit on the period of support on a daily basis. Long term support for a Core Team in another area will be after consultation with the parties' concerned and mutual agreement.

On a time to time basis there will be a need for employees to take a decision to carry out work outside their core area to ensure production needs are met. This will be the exception. This action will need to be justifiable.

No employee will undertake such actions which will undermine the intent of this Core Work clause. Failure to adhere to this requirement may result in disciplinary action.

If the parties have issues arising from this process, the Disputes Procedure outlined in this agreement will apply.

7.3 Filters Classification System

TASK / SKILL / COMPETENCY	SITE CO-ORDINATOR	STORE-PERSON	ENTRY	MULTI AREA FITTER	SITE FITTER	DUAL TRADE	TEAM LEADER
Store Activities	<input type="checkbox"/>	<input type="checkbox"/>					
Basic Cylinder filling		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forklift Licence	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stocktake	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Store Relief				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Competent in trade (Mech, Inst, Elec)	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manual ARC Welding		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen/Fuel Gas Operation		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Silver Brazing		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basic Instrumentation	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Calibrating / Repair Instruments / Safety Valves				Basic	Basic	Advanced	<input type="checkbox"/>
Pipework, including Instrument Lines				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Task supervision	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Source Spares / Maint Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sap Proficient	<input type="checkbox"/>	Supply Mgmt.		Requisition	Requisition	Requisition	Supply Mgmt.
Restricted AEO				Grade 3	Grade 3	Grade 2	Grade 3
PTW Issue/Recipient (within defined areas)	<input type="checkbox"/>	SP Issue	Recipient	Both	Both	Both	Both
Pressure Fitting Design (Reviewed by Eng)					<input type="checkbox"/>		<input type="checkbox"/>

TASK / SKILL / COMPETENCY	SITE CO-ORDINATOR	STORE-PERSON	ENTRY	MULTI AREA FITTER	SITE FITTER	DUAL TRADE	TEAM LEADER
MIG Welding		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
TIG Welding				<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Mainpac / Maximo Proficient	Basic	Basic					<input type="checkbox"/>
Computer Skills	Email Excel Word Other MS Apps	SP Email Excel					Email, Excel, Word, Opal, Schedule
Basic Cryogenics Training				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
High Pressure Filling Systems				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Repair Vacuum Pumps				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cryogenic Vessel Maintenance				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Liquid Cryogenic Pumps				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Industrial Gas HP (Multistage) Compressors				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
N20 Plant				Basic	Advanced	Advanced	Advanced
DA Generator				Basic	Advanced	Advanced	Advanced
Auto Acetone M/Cs				Basic	Basic	Advanced	Advanced
Phosphume Plant				Basic	Advanced	Advanced	Advanced
Booths A, B, C				Basic	Advanced	Advanced	Advanced
TCE Boiler Baths				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elintec/ Argosfield Filling System				Basic	Advanced	Advanced	Advanced
Toxic Gas Plant				Basic	Advanced	Advanced	Advanced
Helium Plant				Basic	Advanced	Advanced	Advanced
Full AEO Qualifications						<input type="checkbox"/>	
Identify Training Needs							<input type="checkbox"/>
Analyse Maintenance History / Data and Make Improvements							<input type="checkbox"/>
Induct / Supervise Contractors	<input type="checkbox"/>						<input type="checkbox"/>
Relief Supervisor (All Tasks)							<input type="checkbox"/>
Run Toolbox meetings							<input type="checkbox"/>
Lead Investigations							<input type="checkbox"/>

Note: SP

Store Person

Basic

Basic understanding of operation and ability to complete tasks supervised.

Advanced

Advanced understanding of operation, diagnostic skills, ability to complete tasks autonomously.

Dual Trade

Inclusive of trades which are relevant to the business needs only, as determined by the

Line Manager. These include but are not limited to mechanical / electrical, instrumentation / electrical, mechanical/instrumentation.

Maintenance – The provision of trade and technical services relating to correction of plant breakdowns, reliability enhancements, site services and capital works activities.

The salaries under this classification structure fully recognise and pay for the skills and competencies attained and used by the employees.

Prior to any changes in the Fitter's Classification System, there will be consultation and agreement.

Movement Between Levels – Maintenance

The career progression to Site Fitter in the Maintenance Department will be based upon training and assessment of the Advanced tasks and the ACTS behavioural competencies and in line with the individual's Career Path document.

7.4 Special Gases

Prior to commencement of working in the Special Gases Facility (Filling Toxic Gas Mixtures) a relevant medical assessment must be successfully completed.

Maintenance Staff who work on this equipment will be required to complete the same medical assessment.

7.5 CDR Loading/Unloading

On Monday – Friday if Forklift Drivers cannot provide coverage on site CDRs may use a forklift to tender their load before leaving SOC.

On weekends including public holidays, Customer Delivery Representative (CDRs) may tender their trucks only after forklift drivers cannot be provided through callout procedures which will be defined.

8.0 Employee Development

Performance through developing employee capability

- a) Training will be directed towards achieving a competent workforce receptive to technological and operational change.
- b) IMSS profiles and training plans for all employees to meet required competencies and skills to address competency and skill gaps for current and future roles.
- c) Leadership capability developed through all current and future Team Leaders attaining Certificate IV in Frontline Leadership, selection criteria is the performance at an on-target level against critical Team Leader Competencies.
- d) The Training Committee will consist of representatives from all areas of Production and will be led by the Technical Training Co-ordinator to implement the agreed training plans.
- e) A Traineeship program will be investigated and reviewed by the Training Committee during the life of this agreement.
- f) To increase safety, service and productivity, training needs are to be addressed through the established Training Committee. The BOC matrix is to be utilised to address the current and possible future needs of the organisation.
- g) The company will provide adequate funding and resources to ensure that the training obligation of the company is met.
- h) The training committee will recommend from each core area a designated trainer whose responsibility it will be to train for that particular core area. BOC will identify where the trainer will be required on a full-time basis to complete priority training. The progress against the training plan will be reviewed by the training committee on a quarterly basis and recommendations made to management.
- i) Training will be competency based where appropriate with theory and practical assessments carried out.
- j) The trainer will be dedicated to training.
 - i He/she will have the necessary computer skills to train personnel.
 - ii Assist in the updating of procedures as required.
 - iii The trainer will notify the training co-ordinator when the trainee is ready for assessment.
 - iv The training committee is to maintain a list of assessors and make recommendations by area for additional assessors if required.
 - v Trainers will have priority to fulfil safety and service training needs over production.
- k) There will be no disadvantage when changes to shift pattern for training occur.
- l) In addition to induction training all new employees before commencing work on site will have to undergo appropriate training so that they may be assessed as competent to perform work in their appropriate core work area as per induction plan.
- m) Priority of training is based on Safety, Service, Productivity in line with Career Path documents.

9.0 Leave Provisions

9.1 Annual Leave

- a) 4 weeks (20 working days, pro-rata for part-time employees) annual leave will be available to employees (other than casuals) upon each completed year of service.
- b) The timing and length of annual leave will be determined and will take into account individual and operational requirements. For employees taking up to 4 weeks leave – 4 weeks notice is required. For employees taking greater than 4 weeks leave – 8 weeks notice is required. Leave applications will be reviewed no later than 4 weeks after submission. Exceptional circumstances will be considered at the time. The line manager will approve annual leave forms. A leave plan for each team will be developed and reviewed by the core area team leader consistent with the business needs. Nothing in this sub clause shall operate inconsistently with the provisions of the Annual Holidays Act 1944.
- c) Annual leave will, wherever possible, be taken each year.
- d) Annual leave loading is incorporated in the annualised salary.
- e) All annual leave accrued will be at 9 hours/day.

9.2 Sick Leave

In the first year of employment, five days, and thereafter eight days paid sick leave is available each year if an employee is unable to work because he/she is ill. Unused sick leave accumulates, providing a bank of paid leave in case of an extended period of illness or if current sick leave entitlement is exhausted. Sick leave will be accrued at 9 hours/day.

If a sick day is taken on a rostered Saturday/Sunday this will count as part of the 8 days annual sick leave entitlement. A medical certificate will be required for absences on a second and subsequent rostered Saturday or Sunday.

During the first 12 months of this agreement, the parties will review sick leave options in order to reduce absenteeism on site.

9.2.1 Notification of Absence

To be eligible for the sick leave payment an employee must notify his/her Team Leader (or in his/her absence the Line Manager) as soon as possible and within an hour of the commencement of the shift. Medical certificates must be provided by an employee for sick leave in excess of one rostered working day consecutively or one rostered working day before/after public holiday.

If an employee takes more than 5 single day absences during a 12 month period, his/her line manager may request a medical certificate for any further absences.

Ongoing absences will be monitored. If investigation of such absences does not reveal acceptable reason for the absence, the counselling process will be invoked by line management.

Investigative processes may include:

- a) Medical assessment by company approved doctor to determine underlying causes
- b) Requirement for statutory declarations regarding the absences

Any person with excessive unexplained absence may, after investigation, have their pay classification reduced due to inability to practically fulfil the requirements of that role

9.2.2 Personal Carer's Leave

The Company will reasonably consider any application in accordance with award provisions for family/carer's leave to enable employees to provide short-term assistance to ill members of their immediate family. Where such leave is approved it may be granted as either paid or unpaid sick leave, or annual leave.

9.3 Parental Leave

Parental leave (maternity, paternity and adoption leave) is available to employees in accordance with legislation as varied from time to time. The company will pay 6 weeks paid maternity leave to compensate the employee for the compulsory 6 weeks that a mother must take leave. The employees shall in all cases receive the no less than the BOC parental leave provisions or the appropriate legislation, whichever is the greater.

9.4 Jury Leave

Employees summoned to attend jury service will continue to receive their salary less the monies received from the Court for the duration of their attendance.

9.5 Bereavement Leave

Having regard to our relationship of trust and responsibility, bereavement leave will not be bound by prescription.

The Company will approve all reasonable requests for paid bereavement leave of up to 3 days on the occasion of the death of any member of the employee's immediate family. Paid leave beyond 3 days may be approved on a case by case basis subject to Company policy. Where this leave is approved there will be no loss in salary.

9.6 Special Leave

Employees may apply for leave where there are special circumstances. This will be addressed on a case by case basis. It will be granted at the discretion of the line manager.

9.7 Long Service Leave

The Company will adhere to the provisions of the NSW Long Service Leave Act 1955, as amended for the administration of Long Service Leave for employees covered by this Agreement.

9.8 Public Holidays

9.8.1 An employee (other than a casual employee) is eligible for the following public holidays, without loss of pay:

- ✓ New Year's Day
- ✓ Australia Day (when it occurs on a Monday or Friday)
- ✓ Good Friday
- ✓ Easter Saturday
- ✓ Easter Monday
- ✓ Anzac Day (when it occurs on a Monday or Friday)
- ✓ Queen's Birthday
- ✓ Labour Day
- ✓ Christmas Day
- ✓ Boxing Day
- ✓ Union Picnic Day (subject to Section 9.8.3 (i))

9.8.2 Substitution of certain public holidays which fall on a weekend.

- a) Where Christmas Day falls on a Saturday or a Sunday, December 27 will be observed as the public holiday in lieu of the prescribed day.
- b) Where Boxing Day falls on a Saturday or a Sunday, December 28 will be observed as the public holiday in lieu of the prescribed day.
- c) Where New Year's Day falls on a Saturday or a Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.

9.8.3 Substitution of public holidays by agreement

- a) By agreement between the manager and the majority of employees at the site, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- b) The manager and an employee may agree to the employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday.
- c) If a variation is made by the Australian Industrial Relations Commission to the public holiday's clause in the Metal, Engineering and Associated Industries Award 1998, this agreement will be varied, consistent with the award variation, from the same operative date.
 - (i) Employees will have the option of taking the union picnic day public holiday on their birthday or the nearest working day as agreed with their line manager or an alternative day by agreement. Employees must advise their team leader prior to the 31st December of each year which day they will be on leave otherwise status quo remains.
 - (ii) Where in the State or a locality within the State, an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or by the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality, or where such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day will be deemed to be a holiday for the employees covered by this agreement who are employed in the area in respect of which the holiday has been proclaimed or ordered as required.

Roster Working

An employee will not be able to claim more than one day off for each Public Holiday occasion.

Public Holiday – Saturday/Sunday

If an employee is scheduled to work a rostered Saturday or Sunday which is a Public Holiday, the employee will take that day as the Public Holiday or following consultation and agreement additional annual leave or their next working day as the holiday.

Public Holiday – Monday/Friday

If the Public Holiday falls on a non rostered Monday or Friday, the employee will receive a day off in lieu of the Public Holiday to be taken as the next working day or following consultation and agreement at a different date.

10.0 Union Access

An official of the unions' party to this Agreement may meet with employees covered by this Agreement to discuss matters (or represent on matters) relating to the employees employment. Such meetings will be at times mutually agreed with the relevant manager.

It is expected that the union official will:

- a) Give adequate notice to the manager so that any meeting arranged can be scheduled to minimise disruption to customer service.
- b) Report to reception upon arrival at the site.
- c) Be accompanied by union delegate/s while on site.
- d) Comply with the site security and safety regulations.

It is recognised by the Company that elected delegates will require time away from their normal duties to perform the role of delegate. Reasonable time will be permitted. For safety and planning purposes, delegates will advise their Team Leader / Manager when they need to perform the role of delegate – wherever possible this will be at a time to minimise business disruption. Concerns over excess time being taken will be raised by the Line Manager with the Senior Delegate / Union Organiser.

Elected union delegates will be permitted to attend a reasonable amount of paid Trade Union training, following consultation and agreement with their line manager. Written details of courses will be provided to the Company.

11.0 Hours of Work

Any changes to the Span of Hours; Rostered Hours; Normal Hours; and Rolling Six Day Roster defined below, will be made following consultation and agreement between the parties prior to implementation.

11.1 Span of Hours

- a) Day work is defined as any shift the rostered hours of which start at or after 5:00AM and finishing at or before 5:00PM
- b) Afternoon Shift is defined as any shift the rostered hours of which finish after 5:00PM or at or before 1:00AM
- c) Night Shift is defined as any shift the rostered hours of which finish after 1:00AM and at or before 9:00AM.

11.2 Rostered Hours

Typically, the rostered hours will be as follows:

Day Shift 5.00am – 5.00pm

Staggered start times will be between 5:00am – 8:00am for all areas.

Afternoon Shift 1.00pm – 1.00am

Staggered start times will be between 1.00pm – 4.00pm for all areas.

Night Shift 8.00pm – 8.00am

Staggered start times will be between 8.00pm – 11.00pm for all areas.

Employees not subject to another shift pattern will rotate between Day and Afternoon shift on a weekly basis.

As much notice as possible will be given to employees if there is a need to vary shift start and finish times. The shift roster will be posted at least one week in advance.

Changes to shift start times will take place after consultation and agreement with the appropriate parties prior to implementation if outside the range specified above.

Changes to shift start and finish times to suit individual needs may be agreed between an individual and his/her line manager so long as:

- a) Consultation and agreement has taken place between affected parties
- b) No other employee is disadvantaged by the change
- c) Business needs will not be adversely affected.

11.3 Working Hours

The Company's plan and aim is that employees will work on average less than 45 hours/week. Employees will be rostered to work 42½ hrs/week. The workload will be planned so that provided minimum performance standards are met employees will be able to complete the work in line with the rostered hours.

The number of hours worked on any one day may vary (in excess of or less than 9 hours) to meet operational and customer requirements. There will be a minimum working week of 40 hours. There will be a maximum working week of 50 scheduled hours with a maximum of 11 hours on any one day.

Each employee's salary takes into account all of the requirements of the employee's role. The requirements of each task will be set out in relevant performance standards.

Employees commit to completing the reasonable scheduled work for any one day. This will be achieved through total flexibility by the workforce across the SOC site.

The employees will endeavour to meet customer expectations by adhering to the agreed extra hour's rostering system. Where possible all employees will work the scheduled planned 42.5 hours as per the agreement. Employees are expected to be available to work a reasonable number of additional hours if called on to do so. This may be necessary to replace absent team members, complete jobs, meet production and or process requirements, break downs and the like. Any additional hours will be worked Monday to Friday. Variations in hours will be shared across the full team.

11.3.1 Unplanned Additional Hours of Work

In the event of unplanned additional hours of work arising management or a team leader will consult with the affected team providing information as to the reasons why the event has occurred. The team will then decide through the established rostering system how the unplanned demand is to be met. The roster process will be invoked once the required number of employees are agreed upon. All team leaders are to be on a rostering system.

11.3.2 Planned Additional Hours of Work

In the event of planned additional hours of work arising, management or a team leader will consult with the affected team providing information relating to:

- a) The nature of the job requiring additional hours;
- b) What team members will be involved;
- c) The number of additional hours required;
- d) The start and completion dates for the job; and
- e) A review of team manning levels, taking into account employees who may be on annual leave, training or have course commitments.

11.3.3 Action Plan

The management and affected core work area of employees will have consultation on reoccurring events of unplanned and planned additional hours of work. Either party will have the opportunity on short notice to call a meeting. The purpose of these meetings will be to review the circumstances surrounding the events leading to the additional hours of work and implementing an action plan to remedy the root cause of the problem. The company will provide adequate funding and resources to solve these problems.

The action plan will address the following areas:

- a) Investigate the situation and clearly define the problem
- b) Develop solutions to the problem
- c) Evaluate the solutions and select the best solution to solve the problem.
- d) Implement the solution, monitor the outcomes and make changes as necessary.

11.3.4 Non Day/Afternoon Shift Rotation

Where future business needs are identified and a shift other than day/afternoon weekly rotation is proposed the following will apply:

- a) Positions for the shift are to be advertised internally on the notice boards
- b) If there are no successful applicants for the position the company will advertise externally
- c) Nightshift employees on agreed paid leave will have their positions temporarily filled by rotating shift employees.
- d) In the first instance volunteers will be asked for, if no volunteers a relief will come from an agreed roster. The relief will be paid as per Section 13.9.
- e) Nightshift employees may apply for positions on the rotating shift
- f) Employees on the nightshift experiencing cases of hardship may request a transfer to the rotating shift. The company will examine each application case by case.
- g) There is to be no forced movement of employees from the rotating shift to the night shift on a permanent basis.

11.3.5 Scheduled Work

An evaluation process of the current scheduled work will be conducted and agreed upon by management and union representatives. Evaluations carried out on site will be conducted to establish the impact of Production Targets on safe working procedures. Management and unions both agree that safety is absolutely paramount and will not be compromised at anytime. Employees are encouraged at all times to work safely and follow all relevant procedures in the execution of their allocated tasks. Management and the unions will select individuals to actively participate in the evaluation process. The evaluation process will be completed to an agreed plan and all OPTIMA standard times will be reviewed within the three months of the signing of this agreement. The evaluation process will review all current scheduled work content. Active employee participation is paramount in obtaining reasonable scheduled work content. During the evaluation process work procedures will be utilised and adhered to at all times.

Results of the findings will be published and any further local changes to the scheduled work content will only occur after consultation and agreement between the parties.

Should agreement not be reached a mutually agreed arbitrator may be called upon to resolve the differences.

A Hot Weather Policy will be completed by the OHS committee within 1 month of the signing of the agreement.

11.3.6 Working Hours Review

- a) There will be weekly posting of hours by individual, team, site.
- b) Monthly posting of hours and review by the Consultative Committee. The Committee will recommend to management actions required to address any anomalies, this will include changes to manning if it is identified annual hours may exceed 2340.

- c) Monthly posting of productivity by team and site against performance standard targets.
- d) The Company will not work a department excessive hours continually during part of the year (eg. 26 weeks at 50 hours) and then to reduce their hours to the minimum (eg. 26 weeks at 40 hours) by off loading their work to another team. The Consultative Committee review will ensure this does not occur.

11.4 Meal Breaks

The shift times shown include 30 minutes of paid meal break time (20 minutes lunch and 10 minutes crib). Times when breaks are taken will vary within the team to meet customer and operational requirements.

11.5 Normal Hours

- a) Employees will be paid for 45 hours/week with no rostered days off.
- b) Employees will normally be rostered to work Monday to Friday. At times employees will be required to work at weekends. Under these circumstances employees will work either a six day roster or a sixth/seventh working day.

11.6 Six Day Rolling Roster

(Tuesday – Saturday)

All employees from an area will be expected to work the six day rolling roster. If an employee knows in advance he/she is unable to attend the Saturday for whatever reason, he/she will advise the Team Leader who must make alternative arrangements.

If an employee does not attend the Saturday when he/she is scheduled to work the 6 day rolling roster, and their tasks cannot be carried out by another employee on site, Voluntary Call Back will be initiated for employees to complete the tasks.

Employees on a rolling roster will work Tuesday – Saturday. Relief will be provided into the Team on a Monday if required. Employees will be given advance notice of the need to work a six day rolling roster. A minimum of 7 days notice will be given.

If a rolling roster is required to entail an afternoon shift this will be introduced following consultation and agreement

11.7 Six Day Voluntary Roster

(Sunday-Thursday)

A further six day voluntary roster (Sunday – Thursday) may be employed if required to meet business needs.

Volunteers who are trained and certified appropriately from an area will be requested to work the six day voluntary roster. If an employee knows in advance he/she is unable to attend the Sunday for whatever reason, he/she will advise the Team Leader who must make alternative arrangements.

If an employee does not attend the Sunday when he/she is scheduled to work the 6 day rolling roster, and their tasks cannot be carried out by another employee on site, Voluntary Call Back will be initiated for employees to complete the tasks.

Employees on roster will work Sunday - Thursday. Relief will be provided into the Team on a Friday if required. Employees will be given advance notice of the need to work a six day voluntary roster. A minimum of 7 days notice will be given.

If a voluntary roster is required to entail an afternoon shift this will be introduced following consultation and agreement.

11.8 Additional Working Day(s)

Occasionally it will be necessary for employees to work a sixth or seventh day during the week, ie. Friday, Saturday, Sunday or Monday in addition to the normal rostered five days. This will be worked as an 8-hour day and the 8 hours will not count towards the 2340 hours specified in the working hours review (clause 11.3.6).

The following procedures are to apply:

- a) When a core area requires an employee or employees to work an extra duty the first employees to be asked are those employees that work in the core area affected. It is required that each core area team will have a rostering system in place so that the extra duties are equally distributed amongst team members.
- b) In the event that no employee or employees in the effected core area are able to work the extra duty, management may ask an employee from other core areas to work the extra duty provided that they have the necessary skills and have been deemed competent
- c) If no employees outside of the effected core area are able to work the extra duty, management may ask the casuals provided that they have the necessary skills and have been deemed competent

An employee or employees whom have had over the course of the working week and unscheduled and unpaid leave day may forfeit their right to work the extra duty

11.9 24/7 Shift Coverage

Where a business need is identified for this requirement consultation with the union and team impacted will occur to implement a relevant shift pattern. The Wages and Conditions are outlined in Appendix A.

11.10 Break Between Shifts

Employees shall have a 10 hour break between shifts under normal circumstances. This break may be reduced by agreement between an employee and their line manager, after consideration of relevant OHS aspects, to less than 10 hours, but no less than 8 hours. Call back provisions apply for maintenance staff as detailed in Section 13.9.

12.0 Commitment to Improvement through Teamwork

- a) Area teams will work constructively with their Team Leader and Line Manager to meet the goals of the business as outlined in the objectives of the agreement.

Recognising the importance of collaboration multi-area teams will be involved in team problem solving.

SOC Teams will be involved in a range of activities including but not limited to:

- i) The development of plans to improve safety performance.
 - ii) The development of plans to meet productivity and service targets.
 - iii) The development of plans to increase skill and competency levels.
 - iv) Job and skill sharing amongst all employees including integration of basic maintenance and operations activities according to employees' skills, competency and the ability to carry out the tasks required in a legal and safe manner, recognising the relevant acts and regulations. Such duties are not designed to promote de-skilling.
- b) Teams will develop a structure and schedule to address work issues and make decisions required for the ongoing functioning of the team. It is recognised that involvement from the Production Engineers and/or Manager on major decisions will occur with consultation.
- c) Issues will include:
- i) Work improvement projects;
 - ii) New processes
 - iii) New technology
 - iv) Individual and team training requirements;
 - v) Customer and supplier interaction;
 - vi) Materials scheduling;
 - vii) Problems affecting team performance;
 - viii) Composition of team membership;
 - ix) Rostering of personnel to provide shift cover;
 - x) Leave rostering.
- d) Teams will allocate functional roles to team members. These roles may rotate regularly so that team members gain wider experience and all team members who are capable and willing have the opportunity to gain this experience.
- e) Teams will measure their success in achieving improvements in key areas of the business such as Safety, Quality, Costs, Service and Productivity.
- f) Teams will participate in projects directly relating to these key success factors. Such teams will normally progress projects in standard rostered hours. This will include, but not be limited to the implementation of the Optima programs, Capital Projects and IMSS.

13.0 Salaries

13.1 Payment of Salaries

Salaries will be paid weekly by Electronic Funds Transfer (EFT) into a maximum of five bank account(s) nominated by the employee.

13.2 Rates of Pay

Production Operator (Rotating Shift)

Title	Comment	Salary 1 July 2005	Salary 1 July 2006	Salary 1 July 2007
Team Leader	By appointment	\$69,913	\$72,360	\$74,893
Multi Area	Vacancy controlled	\$61,362	\$63,510	\$65,733
Area		\$57,395	\$59,404	\$61,483
New Starter	With forklift licence	\$53,106	\$54,965	\$56,888
New Starter	Without forklift licence	\$51,983	\$53,802	\$55,685

Pay Rates Maintenance

Title	Comment	Salary 1 July 2005		Salary 1 July 2006		Salary 1 July 2007	
		Rotating	Day shift	Rotating	Day shift	Rotating	Day shift
Team Leader		\$77,264		\$79,968		\$82,767	
Dual Trade		\$77,148	\$73,360	\$79,848	\$75,927	\$82,643	\$78,585
Site		\$72,089	\$68,555	\$74,612	\$70,955	\$77,223	\$73,438
Multi Area		\$68,269	\$64,929	\$70,658	\$67,201	\$73,131	\$69,553
New Starter		\$64,342	\$61,172	\$66,594	\$63,313	\$68,925	\$65,529
Site Co-ordinator			\$61,343		\$63,490		\$65,713
Store Person			\$60,851		\$62,981		\$65,185
New starter store	With f/l licence		\$53,106		\$54,965		\$56,888
New starter store	Without f/l licence		\$51,983		\$53,802		\$55,685

Salaries at each level only apply to employees who perform at that level.

Maintenance/Stores employees must be able to rotate onto both shifts to multi skill in Production as required.

The Salary is inclusive of all allowances for all circumstances on site apart from those listed in Clause 13.9 and incorporates shift allowance for rotating shift.

For both Production and Maintenance rotating shift allowance is included for rotating between day and afternoon shift on a weekly basis. The payment model is to rotate every second week.

13.3 Maintenance Team Leader Allowance – Rotating Shifts

Maintenance Team Leaders will be paid an allowance as per table 13.9. A Team Leader would only be appointed if management required this position. A Team Leader would be required to be on Rotating Shift.

13.4 Night Shift

Based on a need for employees to transfer to night shift on a temporary basis, the preferred system would be to choose the candidate on competence, and medical state. Where there is a volunteer he/she would be paid the volunteer allowance as per the allowances table 13.9. In the event that there is no volunteer, the company reserves the right to give 7 days notice to an employee who would also need to meet competency/ Medical standards for the job. That employee shall be paid the non-volunteer allowance as per the allowances table 13.9. Forcibility will be shared amongst the team.

It is acknowledged by the parties that this does not preclude the company moving to a permanent 3 shift rotation following consultation and agreement which would incur a 15% loading for rotating afternoon/night shift.

13.5 Acting Team Leader

If an employee is required by management to perform the Team Leader position for greater than 1 week, they will be paid at the higher rate for that period retrospectively.

13.6 Workers Compensation

Employees who are on an accepted claim for Worker's Compensation will be paid their weekly salary for the first 26 weeks of incapacity (partial or total). After this time, payment will be made in line with the WorkCover Guidelines.

13.7 Superannuation/Salary Sacrifice

The Company offers employees choice of funds where required and allowed by legislation. Upon commencement of employment the Company will offer employees the opportunity to join the BOC Superannuation Fund. The Company will make contributions as required into the appropriate fund(s).

The Company will contribute 13% of the eligible employee's salary to the nominated fund(s). Additional payments may be made by an employee through salary sacrifice. Allowable levels of salary sacrifice are dependant upon legislation. It is advised that employees obtain independent financial advice before lodging salary sacrifice submissions with payroll.

BOC will from time to time review the salary sacrifice options available to employees, in line with tax laws and company policy. Such changes will be read as being applicable to BOC employees under this agreement.

13.8 Salary Adjustment

There will be a 3.5% increase from the first pay period on or after 1 July 2005.

There will be a second 3.5% increase from the first pay period on or after 1 July 2006.

There will be a third 3.5% increase from the first pay period on or after 1 July 2007.

13.9 Allowances

Allowances	\$Value****			Max No. *
	1 July 2005	1 July 2006	1 July 2007	
SG Core Production – Operators who fill or steam clean Insectigas cylinders	1181	1223	1265	20
SG Works Loading.** - Works loaders assigned to SG full-time	177	183	190	2
SG Maintenance **	322	333	345	
Filters who maintain Insectigas Plant	215	222	230	3
Filters who complete other work in Special Gases				3
Core Skills *** This allowance will be paid once an employee is fully trained and certified, in the areas below.				
N2O Plant – Co-ordination of LAN and Waste Removal, N2O Plant Operation	1664	1723	1783	6
He Plant – Co-ordination with Customer Service, Filling of all Helium, Liquefier Operation, Helium Improvement Project Involvement	2148	2223	2301	2
Helium Plant Relief - Co-ordination with Customer Service, Filling of all Helium	430	445	460	2
SGM Filling – Alpha, Beta and Spectraseal Preparation and Filling	1664	1723	1783	3
SGM Filling – Beta Filling and Spectraseal Preparation	859	889	920	2
DA Generator Hand	1289	1334	1380	6
Ultrasonic Tester – Theory Complete	859	889	920	4
Ultrasonic Tester – Level 1	1664	1723	1783	12
Ultrasonic Tester – Level 2	2148	2223	2301	3
Team Leader Relief – Allocation and monitoring of workload when Team Leader is unavailable	268	278	288	4
Truck Relief Will have to have the necessary RTA licences for all Distribution vehicles. If an employee is required to obtain an RTA licence then the licence will be obtained at the Company's expense. Will relieve into Distribution operations as required. Works Loading Team Leader/s will be expected to provide Truck relief. Allowance included in rate.				
HR License	472	489	506	2
HC License	515	533	552	2
Nightshift				
Permanent Nightshift	11597	12003	12423	
Voluntary Nightshift (< 4 weeks) - per shift	32	33	35	
Forced Nightshift (< 4 weeks) - per shift	27	28	29	
Nightshift > 4 weeks - per week	215	222	230	
Six Day Rolling Roster				
Tuesday to Saturday, per rostered week completed	118	122	127	
Sunday to Thursday, per rostered week completed	172	178	184	
Additional Working day(s)				
8 hrs Friday, Saturday or Monday – per occasion	322	333	345	
8 hrs Sunday– per occasion	354	367	380	
8 hrs Public Holiday– per occasion	354	367	380	
An employee required to do less than 3 hours on an additional working day will be paid the call back rate of \$110. An employee required to work more than 3 hours will be paid the additional working day rate.				
Training Rate – For a training session of 4 hours on a Saturday– per occasion	161	167	173	

Allowances	SValue****			Max No. *
	1 July 2005	1 July 2006	1 July 2007	
Voluntary Call Back – Per attendance Voluntary Call Back to meet unscheduled need. Employees who attend Call Back and work in excess of 3 hours, the hours worked on Call Back will be counted against their next working day. Call back commences from time of call and will finish at time of departure from site. Employees are to be at work within an hour from call. Mileage allowance in line with Company Guidelines will be paid only for additional travel between SOC and Botany/Shell if an employee uses their own vehicle for this travel.	118	122	127	
Maintenance Call-Out System Allowance per 24 hours on call Per hour rate during call-outs The call-out system will be rostered with maintenance staff. Employees will not be required to hold a call-out phone for more than one week out of five. Call back commences from time of call and will finish at time of departure from site. Employees are to be at work within an hour from call. Mileage allowance in line with Company Guidelines will be paid.	107 43	111 44	115 46	
Maintenance Team Leader – Rotating Shift A Team Leader would only be appointed if management required this position. A Team leader would be required to be on rotating shift.	5369	5557	5751	2
First Aid – Per week	11	11	11	10
Occupational First Aid– Per week	21	22	23	2
Electrical Registration– Per week	24	25	26	2

	First Aid	Occupational First Aid	Special Gases	Team Leader Relief	Special Gases Work Loading	Special Gases Maintenance	Core Skills	Relief Truck	8 Day roster	Additional Working Day	Voluntary Call Back	Electrical Registration
All purpose payment			✓	✓	✓	✓	✓	✓				
Team leader (Prod, W/L)	✓	✓							✓	✓	✓	✓
Multi	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	
Area	✓	✓	✓		✓		✓	✓	✓	✓	✓	
New Starter			✓				✓	✓	✓	✓		
Team Leader (Main)	✓	✓					✓	✓	✓	✓	✓	✓
Dual Trade	✓	✓							✓	✓	✓	✓
Site Fitter	✓	✓							✓	✓	✓	✓
Multi Area Fitter	✓	✓							✓	✓	✓	✓
New Starter Trade									✓	✓	✓	✓
Store	✓	✓							✓	✓	✓	
New Starter Store									✓	✓	✓	
Casual									✓	✓	✓	

Conditions Relating to the Maintenance Callout system

- a) There will be a mutually agreed callout rostering system in place..
- b) Callouts are not limited to weekends only.
- c) BOC shall provide all callout fitter sections with a company mobile telephone.
- d) Management or the engineer on call will assess the nature of the fault and determine the appropriate maintenance section to be called.
- e) The fitter or electrician called to solve the problem may request and call for the assistance of the opposite trade in consultation with the manager or engineer on call.
- f) There will be two callout rosters, one for electrical and one for mechanical.
- g) The calculation of travel allowance and hours paid will be based on the location of the employees normal residency.
- h) In the event that the rostered employee is unable to take the phone (i.e. holidays or sickness) it is up to that employee to communicate his or her circumstances to management whom in turn will assist by co-ordinating a replacement employee.
- i) The employee on roster shall make him/herself available during the period that he/she is holding the phone.
- j) During the rostered week or weekend, it is the responsibility of the rostered employee to ensure that the mobile phone is charged and returned in full operating condition.
- k) One (1) months notification in writing is to be provided by the BOC management team to all effected employee's should the company decide to cease the operation of the callout system. Upon restart, the same procedure shall apply.
- l) Specialist jobs will require a suitably trained, competent and certified person for the job. If the person on call is not certified to do the work then he / she will need to communicate this to the manager / engineer on call at the time.
- m) The employee on call will respond to the call within one (1) hour of receiving the call.
- n) One (1) weeks notice will be given on the roster with regards to public holiday requirements.
- o) Payments for callouts will be as per allowance table (Clause 13.9).

14.0 Incentive Scheme

- a) Full Time, Part Time and Fixed Term Employees covered by this agreement will be offered the option to participate in the ISP Incentive Scheme.
- b) All employees will receive a booklet outlining the rules and regulations of the scheme including payment details.
- c) A system for allocation of Performance Ratings will be agreed within 3 months of signing of this agreement and will be based on Safety, Service and Performance. Team Leaders Performance Ratings will be based on individual performance discussion. Teams may agree by majority that they will be measured on a team basis else performance will be on an individual basis. Transitional arrangements will be agreed for the first 6 months.
- d) The scheme will not be used as an avenue to address poor performance, this will be done through existing disciplinary processes.
- e) A review of the implementation of the scheme will occur 12 months from the date of ratification of this agreement.

15.0 Signatories

This Enterprise Agreement is signed for and on behalf of the employees of BOC Limited.



Gary Robinson
BOC Limited
Date:

Tony Sheldon
TWU State Secretary
Date:

15.0 Signatories

This Enterprise Agreement is signed for and on behalf of the employees of BOC Limited.

G Robinson
Gary Robinson
BOC Limited
Date:

W Forno WAYNE FORNO
ACTING State Secretary
Date: 14.9.05

16.0 Negotiating Team

This Enterprise Agreement is signed for and on behalf of the employees of BOC Limited.



Peter Craig
TWU Delegate
Date:



Gary Robinson
BOC Limited
Date:



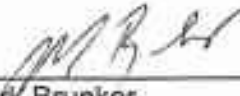
Steve Kordiak
TWU Delegate
Date:



Stephen Lam
BOC Limited
Date:



John Waltis
TWU Organiser
Date:



Mark Bruner
BOC Limited
Date:

16.0 Negotiating Team

This Enterprise Agreement is signed for and on behalf of the employees of BOC Limited.



Peter Craig
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Date:



Gary Robinson
BOC Limited
Date:



Steve Kordiak
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Date:



Stephen Lam
BOC Limited
Date:



John Waltis
TWU Organiser
Date:

Mark Bruner
BOC Limited
Date:

APPENDIX A – CONDITIONS AND WAGES FOR SYDNEY OPERATIONS CENTRE CONTINUOUS SHIFT ROSTER

A monthly meeting will be held to review implementation of this shift pattern due to the nature of the rostering system and extended hours of work. The meeting time shall be agreed based on representatives from the Ultrasonic Teams shift pattern being available. Issues to be discussed may include safety, service, technological changes and performance.

Conditions relating to employees on the Continuous Shift Roster:

- Rostered hours for the day shift are to be from 6:00am to 6:00pm finish.
- Rostered hours for the night shift are to be from 6:00pm to 6:00am finish.
- The roster system is a 42 hour per week roster over an 8 week cycle (see Below).

Week	Day	Op 1	Op 2	Op 3	Op 4	Op 5	Op 6	Op 7	Op 8	Op 9	Op 10	Op 11	Op 12
Week 1	Mon	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Tue	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Wed	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Thu	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Fri	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Sat	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Sun	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
Week 2	Mon	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Tue	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Wed	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Thu	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Fri	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Sat	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Sun	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
Week 3	Mon	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Tue	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Wed	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Thu	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Fri	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Sat	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Sun	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
Week 4	Mon	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Tue	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Wed	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Thu	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Fri	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Sat	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Sun	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
Week 5	Mon	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Tue	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Wed	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Thu	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Fri	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Sat	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Sun	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
Week 6	Mon	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Tue	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Wed	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Thu	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Fri	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Sat	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Sun	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4

Week	Day	Op 1	Op 2	Op 3	Op 4	Op 5	Op 6	Op 7	Op 8	Op 9	Op 10	Op 11	Op 12
Week 7	Mon	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Tue	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Wed	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Thu	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Fri	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Sat	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Sun	D1	D1	D1	-	-	-	-	-	-	-	N4	N4
Week 8	Mon	D1	D1	D1	-	-	-	-	-	-	N4	N4	N4
	Tue	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Wed	N1	N1	N1	D2	D2	D2	-	-	-	-	-	-
	Thu	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Fri	-	-	-	N2	N2	N2	D3	D3	D3	-	-	-
	Sat	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4
	Sun	-	-	-	-	-	-	N3	N3	N3	D4	D4	D4

- d) Any changes to the agreed rostering system may occur only after consultation and agreement by the effected parties. These changes will be reviewed against the award to determine any required changes to the agreed salary.
- e) Once agreement is reached with appropriate employees a trained and competent pool of employees is to be available on the day/afternoon shift to assist the Ultrasonic Operators should unforeseen circumstances occur eg. Extended sickness, family leave or workers compensation.
- f) When an employee requests movement from their existing shift pattern this will result in them receiving the Continuous Shift Salary at their relevant classification.
- g) Operators on the Continuous Shift Roster may apply for positions on other shift patterns.
- h) Operators on the Continuous Shift Roster experiencing cases of hardship may request a transfer to another shift pattern at the applicable rate of pay for the role transferred into. The company will examine each application on a case by case basis.
- i) Operators moving from another shift pattern (excluding those specifically employed to participate in the Continuous Shift Roster) will undergo a three month probationary period for the operator and management to determine their suitability to the shift pattern. If at the conclusion of the trial period the operator deems he/she is unable to work the Continuous Shift Roster a suitable position will be found as soon as is practicable.
- j) Following successful completion of both theory and practical assessment as a Level One Ultrasonic Operator the Level One Ultrasonic allowance (Section 13.9) will be paid. UT operators (Lvl 1 & Lvl 2) will be required to successfully pass a yearly competency test to ensure / demonstrate their continued proficiency and entitlement to the applicable UT allowance.
- k) The Area Classification for Ultrasonic Testing will contain all relevant Testing Tasks including Ultrasonic Testing, Buffing, Drying, Valving and Devalving.
- l) Ultrasonic Operators shall be paid additional allowances in accordance with Section 13.9 of the agreement.

- m) Operators on the Continuous Shift Roster will be entitled to sick leave of 45 hours in the first year of employment and 72 hours each year after. Each shift for which sick leave is claimed will be calculated at 12 hours.
- n) Operators on the Continuous Shift Roster will accrue 5 weeks annual leave which is taken account of in the salary.
- o) If management determines that the Continuous Shift Roster is no longer required four weeks notice will be given and operators will revert back to a 45 hour week on the relevant shift pattern.
- p) Both Level 1 and Level 2 Ultrasonic Operators must give a minimum notice period of four weeks.
- q) In the event that an Operator leaves BOC within twelve months of attaining accreditation they will be required to repay BOC the cost of training: Level 1 - \$1500 and Level 2 - \$2500 per person. This will apply to all employees who commence service after 17th February 2004 or for existing employees who complete level 2 training after this date. In cases of pressing domestic necessity this will not be applied.
- r) Continuous Shift Operators will not be rostered to work on Public Holidays.
- s) Additional Working Days referred to in Section 11.8 and 13.9 of this agreement will be paid at \$500 for a 12 hour day.
- t) Each operator will be required to complete individual six monthly performance reviews, the review will also determine entry into the Incentive Scheme (Sect 14).
- u) Operators will be entitled to three twenty minute breaks which must be staggered within the team to keep the machine running. No span of hours greater than four hours shall be worked without a break.
- v) Salaries are:

Title	Salary 1 July 2005	Salary 1 July 2006	Salary 1 July 2007
Multi Area	\$68,619	\$71,021	\$73,507
Area	\$64,182	\$66,429	\$68,754
New Starter	\$59,386	\$61,465	\$63,616

APPENDIX B – TEAM LEADER REVIEW SOC