

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/305

**TITLE:** BOC Gases Australia Limited Tighes Hill Site Enterprise Agreement 1999

**L.R.C. NO:** 99/5626

**DATE APPROVED/COMMENCEMENT:** 28 October 1999

**TERM:** 31 July 2001

**NEW AGREEMENT OR  
VARIATION:** New

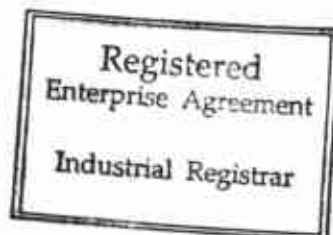
**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** Applies to all employees at BOC Gases Australia Limited

**PARTIES:** BOC Gases Australia Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



**FILED**  
19 OCT 1999  
OFFICE OF THE INDUSTRIAL  
REGISTRAR

***BOC Gases Australia Limited***

***Tighes Hill Site***

***Enterprise Agreement***

**1999**

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## **1. Scope & Duration**

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**1.1** The title of this Agreement is the BOC Gases Australia Limited Tighes Hill Site Enterprise Agreement 1999.

**1.2** The parties bound by this Agreement are:

- BOC Gases Australia Limited (the Company)
- The Company's employees employed under the terms of the Transport Industry Mixed Enterprises Interim (State) Award covered by this Agreement.
- The Transport Worker's Union (TWU), NSW Branch, the Union, its officers and members, in respect of BOC Gases Australia Limited employees, engaged in accordance with this Agreement.

**1.3** It is intended that employees are motivated and supported in a way that satisfies their own goals through recognition of their performance, remuneration structures and career development.

**1.4** References within this Agreement to locations are defined as follows:

- |                                |   |  |
|--------------------------------|---|--|
| P&L                            | - | Area in which Permanent and Liquefiable gases are processed and/or filled into cylinders.  |
| P&L Test Shop                  | - | Area in which cylinders are maintained, repaired, painted, tested and commissioned.  |
| DA                             | - | Area in which Dissolved Acetylene is manufactured and filled into cylinders, including testing and commissioning of DA cylinders.  |
| Store                          | - | Area in which production and maintenance materials are received and stored for the site.   |
| Maintenance                    | - | Area in which maintenance repairs are co-ordinated and carried out.  |
| Works Loading<br>And Unloading | - | Area in which cylinders are moved on the site. This includes loading and unloading from vehicles carrying cylinders and locating them for filling or sorting as appropriate. |

With regards to the TWU, any issues that are raised with the State Distribution Agreement will not effect the TWU (Works Loading) covered by this Agreement.



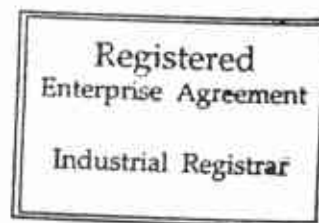
**1.5** This Agreement will replace all previous registered and unregistered Agreements and will be read and interpreted in conjunction with the Transport Industry Mixed Enterprises Interim (state) Award in respect of those employees covered by that Award, provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency.

**1.6** The Agreement will be submitted to the Industrial Relations Commission of NSW for approval in accordance with the NSW Industrial Relations Act 1996 and the Agreement will be between BOC Gases Australia Limited and the Transport Workers Union Australia (TWU).

A similar agreement will be submitted for certification to the Australian Industrial Relations Commission. This agreement will cover employees engaged under the terms of the Metal, Engineering and Associated Industries Award 1998, Part 1. Reference to that agreement should be made for employees engaged in those classifications.

**1.7** The Agreement will take effect on signing and will expire on the 31<sup>st</sup> July 2001. At the expiration of this Agreement, the Agreement will remain in force until replaced by a new Agreement. No less than 3 months prior to the expiration of this Agreement the parties commit to commence negotiations on the future Agreement.

**1.8** The parties agree to discuss and resolve as early as practicable any ambiguity, uncertainty or change in the operation of this Agreement in accordance with the Industrial Relations Act 1996.



## **2. Purpose of Agreement**

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### **2.1 Objectives**

This Agreement will support an environment where all employees share the Vision & Values of BOC Gases by working directly together in co-operation and with mutual respect, securing positive outcomes for customers, employees and the Company.

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

- (a) Providing excellent service to both external and internal customers.
- (b) Working together through effective and open communication, consultation and participation.
- (c) Achieving continuous improvement of processes, systems and procedures to meet the challenges posed by customers and competition.
- (d) Co-operative participation in effective performance management and assessment.
- (e) Training and multi-skilling to maximise job satisfaction, flexibility and Company results.
- (f) Safe, healthy and environmentally conscious practices throughout the Company
- (g) Acting ethically, constructively and co-operatively with our customers, each other and business associates.
- (h) Developing an achievement orientated work environment where recognition and reward are based on the individual and team contribution to the Company's Critical Success Factors (CSFs) as measured by Key Performance Indicators (KPIs).

Examples of Key Performance Indicators are:

- Site Index - The overall measure of productivity at Tighes Hill incorporating work done in filling, handling and testing cylinders as measured by Opal.
- Site Service Level – Deliveries In Full On Time (DIFOT) as measured by the Visit System.

### **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. In doing so, we are committed to involvement of all relevant employees and the unions in the implementation of change.

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## 2.3 Consultation

- (a) A Consultative Change Committee (CCC) will be established. The committee will be made up of employees covered by this Agreement and Management.
- (b) The role of the Consultative Change Committee will include:
  - (i) Developing a strong customer focus in the team.
  - (ii) Placing a strong emphasis on teamwork and co-operative work relationships, involving all employees.
  - (iii) Monitoring organisational performance against established targets.
  - (iv) Identifying learning needs according to goals and make recommendations for the development of programmes to meet those needs.
  - (v) Overseeing productivity and rectifying, through co-operation and consultation, any problems.
  - (vi) Monitoring the impact of this Agreement and its impact on the site.
- (c) The CCC recognises that the site has a Single Bargaining Unit to discuss industrial relations issues and Enterprise Agreement issues.

## 2.4 Lines of Communication

The lines of communication which should be followed to ensure that all employees are appropriately informed of relevant information are:

Level 1 – Production Manager advises Supervisors.

Level 2 – Supervisors advise Leading Hands and/or Production Planner.

Level 3 – Leading Hands advise employees in their area.

Level 4 – Employees discuss issues for consensus.

When communication occurs with employees 2 levels or more apart, it is essential that the level/s between are also advised.

In the event of Occupational Health and Safety issues, Supervisors should be given the opportunity to correct problems before they are raised in broader forums (such as the Occupational Health and Safety Committee). This is in accordance with the Constitution of the OH&S Committee.

The list of communication forums in use at Tighes Hill are detailed in Schedule B.



## 2.5 Company Policies

There are a number of documents that are meant as guidelines for the running of the Company. These are not incorporated into this Agreement and include:

- Occupational Health and Safety
- Rehabilitation
- Refusal to work on grounds of unsafe or hazardous work
- Employee access to employment records/personnel file
- Workers Compensation
- Clothing issue

Any concerns/local issues with the above policy documents are to be raised with the relevant supervisor/line manager or at the appropriate site forum. (see Schedule B).





### **3. Counselling & Corrective Action**

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- 3.1** Employees agree to conduct themselves in a manner consistent with ethical and social standards in our community and 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 in this Agreement will be used.
- 3.5** The Formal Warning System shall not apply to new employees during their initial probationary/assessment period of employment. Where it is intended not to offer a new employee employment beyond their probationary period, due to their unacceptable/unsatisfactory standard of performance during such period, the employee is advised, in the presence of the Union delegate, of employment termination. (Normally the probationary period is three months, however, it may be extended where required to enable a better assessment to be made. Any extension of a probationary period must be documented and should be done in consultation with the Union representative. Probation may only be extended once).
- 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:
- (a) 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.
  - (b) 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.
  - (c) Step 3 - Official Second and Final Written Warning**  
This step involves the same actions as in step 2.
  - (d) Step 4 - Termination of Employment**



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

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## **4.0 Redeployment or Redundancy**

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**4.1** Where a decision has been made by BOC Gases 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 Gases, the union(s) and the employee(s) affected.

**4.2** 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.

**4.3** 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.

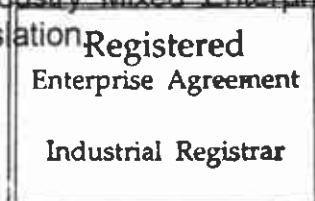
Selection of employees for alternative positions will be based on the competency and work performance of employees, and on the basis of best fit with the requirements of the position and the employing business unit.

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.

**4.4** 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 Transport Industry Mixed Enterprises Interim (State) Award 1992 or associated legislation.



**4.5** 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 Schedule A;
- (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%



**4.6** If the period 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 Transport Industry Mixed Enterprises Interim (State) Award 1992, 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.

**4.7** An appropriate career counselling service will be provided by the Company in the particular circumstances of each case.

**4.8** 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.

**4.9** BOC Gases will apply a policy of no disadvantage between the current redundancy guidelines (4.5 above) and those guidelines which applied during the Company program known as Breakthrough II. These provisions apply to the case where the payment method is based on base wage rates plus overtime. The provisions will be reviewed should the payment methodology alter in the future.

**4.10** To enhance the employability of redundant people (forced and voluntary), BOC Gases will provide a \$2000 retraining allowance for people to put towards developing new skills and competencies that will assist them in finding new employment. BOC Gases will also provide

support and assistance should the employee require assistance in identifying appropriate training and development programs. This allowance applies to those people who remain employed with BOC Gases until the termination date of their letter of notice. This provision will be reviewed should the payment methodology alter in the future.

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## **5.0 Rates of Pay & Hours of Work**

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### **5.1 Payment of Wages**

Wages will be paid weekly into a maximum of 5 bank(s) account(s) nominated by the employee. The method of payment will be by electronic funds transfer (EFT)

### **5.2 Unscheduled Customer Servicing**

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

### **5.3 Relief**

- (a) Relief - Where an employee is required to act in a higher position for training purposes, the period of work in the higher position will be considered as learning development and no additional payments will be made. An employee who is trained and certified to perform the relief role will be paid at the higher rate, appropriate for that position, for the period of time they are required to perform the relief position.
- (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 competence.
- (c) Agency employees, or a person on a contract for services may be engaged by the company, to meet operational requirements. Agency employees will be employed only under exceptional circumstances, eg. Abnormal demand, manning shortages or through a combination of a number of the following:
  - leave
  - workers compensation
  - sick leave
  - recruitment etc.



### **5.4 Adjustment of Wages**

Under this agreement wages include an adjustment of 4% from the first pay period commencing on or after signing the document and a further 3% from the first pay period commencing on or after the 1<sup>st</sup> anniversary of signing.

## **6.0 Learning**

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The development of a world leader operation and best practice workforce is critically dependant on ongoing, relevant and tailored learning programs.

All such management approved learning development will be directed towards:

- Achieving a competent, highly skilled and flexible workforce receptive to technological and operational change.
- Enhancing employee growth opportunities within the Company through the development of relevant competencies consistent with Company needs.

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## **7.0 Leave Provisions**

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### **7.1 Public Holidays / Picnic Days**

#### **7.1.1 Substitution of Public Holidays/Picnic Day by Agreement**

- (a) By consultation and agreement between the manager and the majority of employees at the site, an alternative day may be taken as the Public Holiday/Picnic Day in lieu of any of the prescribed days.
- (b) The observed public holidays shall be as listed in the relevant clause of the Metal, Engineering and Associated Industries Award 1998, Part 1. If a variation is made by the Australian Industrial Relations Commission to the Public Holidays' 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.

### **7.2 Single Day Annual Leave**

With the break up of annual leave, it is agreed in principle that employees will take leave in one or two periods. However, employees may keep a small number of days unused for the purpose of having single day annual leave periods.

When applying for single day annual leave the following conditions will apply:

- It is practical to the workplace (ie. How many other employees are on annual leave or RDOs). If it is impractical from a work point of view, the leave may be refused by Supervisor/Manager.
- The employee will give as much notice as possible, however, it is accepted that the purpose of having these days is for the employee to cope with minor mishaps or last minute events that may happen in their personal life, therefore notice may not be possible.
- In the event of short notice, prepayment for the leave will not occur, and loading may take up to two pay periods to be processed.

The intent of this clause is to assist employees at times when they need a day off to attend to personal business and also to help in addressing the taking of sick leave.

### **7.3 Funeral Attendance**

The Company recognises that sometimes employees are required to attend funerals during normal working hours. This clause does not apply when the employee is covered by Compassionate Leave, but applies when an employee is indicating support to a close friend or a distant relative than those covered by Compassionate Leave.

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Attendance at funerals would normally require about two hours absence from work (this is indicative only). Such absences from work will be paid by the Company if the following conditions apply:

- The employee was at work prior to the funeral.
- The employee returns to work after the funeral.

In the event of early morning or late afternoon funerals the pre or post work conditions may not apply. This is subject to Supervisors discretion. It is also recognised that employees receiving this payment would attempt to coincide their absence with a normal break and not return to work to then have lunch.

Bundy cards should be clocked to indicate time absent, however, supervisors would then indicate that special leave was being paid during the absence.

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## **8.0 Non Interruption of Service to the Customer**

### **8.1 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.

All parties accept that matters will be resolved in accordance with the following procedure and service to the customer will always continue without interruption or delay while the procedure is being followed.

### **8.2 Grievance & Dispute Resolution Procedure**

- It is the intention that grievances or disputes will be discussed promptly between an employee(s) and their immediate manager.
- If matters cannot be resolved then more senior Company managers may be involved to resolve the matter.
- At any stage of this process, an employee(s) may elect to have a union delegate or official present.
- In the event of no agreement, a mutually agreed mediator or the Industrial Relations Commission of NSW may be involved to resolve the matter.

### **8.3 Essential Customers**

It is agreed that Customers requesting the following products or services will continue to be supplied during any interruption to normal work on site:

#### **8.3.1 Medical and Similar or Associated Customers**

- Oxygen
- Air
- Carbon Dioxide
- Pellets
- Nitrous Oxide/Entonox
- Liquid Oxygen

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#### **8.3.2 Customers Requiring Goods for Safety/Environmental Purposes**

- Purging of inflammables
- Fire Fighting Services
- Water/Sewage Treatment

#### **8.3.3 Critical Customers**

From time to time specific important customers may be included only after agreement between the Company and employees. Such customers would have a significant bearing on the ongoing success of the Company.

## **9.0 Union Access**

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An official of the unions party to this Agreement may meet with employees covered by this Agreement at times mutually agreed with the relevant manager. It is expected that the union official will:

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

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## **10.0 No Extra Claims**

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- 10.1** The union(s) 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.
- 10.2** The unions and employees agree that a bargaining period, under Section 170MI of the Workplace Relations Act 1996 will not be initiated prior to the expiration of this Agreement.



## Schedule A

### Job Classifications, Wages and Hours of Work

#### A Hours of work

The normal working hours Monday to Friday inclusive shall not exceed 8 hours during any consecutive 24 hours. Average 38 hours per week or 152 hours over a four week cycle. The four week cycle will be worked so as to provide one rostered day off.

The intent of this clause, with respect to daily start and finish times, is that the production process will not be interrupted and equipment will at all times be manned as required.

Any changes to the Span of Hours and Rostered Hours defined below, will be made following consultation and agreement between the parties prior to implementation.

#### A.1 Span of Hours

- a) Day work/day shift 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.

#### A.2 Rostered Hours

Initially rostered hours will be:-

Day Work: 6.00am – 2.30pm or  
7.00am – 3.30pm  
as agreed with Site Management

Shift Work 8.00am – 4.00pm  
3.00pm – 11.00pm



The clocks at Tighes Hill will be maintained 5 minutes ahead of Eastern Standard Time and the above times will be as shown by the site clocks.

Employees working on shift will rotate between Day and Afternoon shift on a weekly basis.

Where required to meet production needs a day work employee who is requested to work shift hours will be given at least 48 hours notice unless otherwise agreed between the Company, the employees and the relevant Union representative.

An employee placed on a shift roster shall not be changed except by 7 days notice of such a change unless otherwise agreed between the company and the employee.

### **A.3 Meal Breaks**

Shift work will include a 10 minute paid break and a 20 minute paid crib break. Day work will include a 10 minute paid break and a 30 minute unpaid break. Wherever necessary, breaks and crib breaks may be staggered to ensure continuous production.

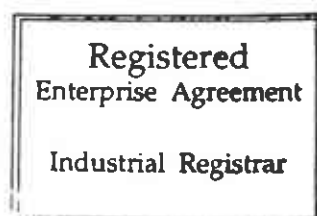
### **A.4 RDOs**

- a) The normal working arrangement will include 1 rostered day off in each 20 day work cycle. This will be worked so that each employee will receive 12 rostered days off each calendar year. A 13<sup>th</sup> rostered day off is included in the four week Annual Leave entitlement as prescribed in the relevant Awards.
- b) The Rostered Day Off (RDO) will be scheduled by the company and shall fall on any day of the week (Monday, Tuesday, Wednesday, Thursday or Friday). A rolling roster will be posted in December each year for the following 12 months. No more than one employee covered by this Agreement will be scheduled an RDO on any one day. RDO's may be varied by individual employee circumstances and/or in accordance with workload demands by mutual agreement. With Agreement employees may accrue one months RDO to the following month. Employees may swap an RDO with a colleague following consultation / agreement with management provided the swap will not adversely affect operations on that day.

### **A.5 Overtime**

#### **a) General**

The working of overtime may be requested of employees when production or maintenance demands cannot be met during normal working hours. The Production Supervisor is responsible for the overtime worked in the Production area and will decide on the need for overtime based upon daily and projected demands usually in consultation with the Production Planner. The Maintenance Superintendent will determine the need for overtime in the Maintenance area usually in consultation with the Maintenance Leading Hand.



**b) When Applies**

All time worked beyond any ordinary time of work as prescribed in Schedule A above, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. When calculating overtime each day shall stand alone.

Overtime worked on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid at the rate of double time.

All time worked on a Sunday shall be paid at the rate of double time.

**c) For All Other Matters Related to Overtime**

For Works Loading and Unloading employees who are members of the TWU, this Agreement will recognise and adhere to the provisions of the Transport Industry Mixed Enterprises Interim (State) Award, Clause 19, Overtime.

**d) Overtime and Call Back**

Overtime flows on from the ordinary hours of work. If there is a break where the employee leaves the work premises and is then recalled to work overtime, this is classed as a voluntary call back.

**A.6 Voluntary Call Back**

An employee recalled to work overtime after leaving the premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work or where the employee has been paid for standing by in accordance with the Award, shall be paid for a minimum of three hours work at the appropriate rate for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours as the case may be if the job they are recalled to perform is completed within a shorter period. This clause does not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances of this clause shall not be regarded as overtime for the purpose of an enforced ten hour break when the actual time worked is less than three hours on such recall or on each of such recalls.



## **B Classification**

**B.1** 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 and CCC will agree on the impact of the changes on the existing classifications

### **Movement between levels**

For Probationary Production Operator – Production Operator Grade 2 an individual will move up a level if they have completed the relevant training to be certified proficient in the relevant areas.

Movement in to Leading Hand/Production Planner will be by application and appointment as the number of positions at this level will be dictated by the needs of the business

All production employees will have the opportunity to achieve up to Production Operator Grade 2.

People will be appointed to the roles of Leading Hand and Production Planner based on the selection of the best applicant for the position. The standard recruitment process will be followed and positions relating to this Agreement will be advertised on the Tighes Hill site. The position will only be advertised external to the site if there are no suitable applicants at Tighes Hill.

## **B.2 Definitions**

### ***Certified Proficient:***

Has completed the training and successfully passed a theory and practical test

### ***Competent:***

Meets the agreed performance standards

**B.3** The Production classification levels are as follows:

- **Probationary Production Operator**  
New employee at BOC Gases working on induction program.
- **Production Operator Grade 1**  
Employee who has been trained and certified competent in all tasks within his/her base area. Areas are defined as P&L/Refrigerant Filling, DA Filling / DA Test Shop and P&L Test Shop.
- **Production Operator Grade 2**  
Production Operator Grade 1 plus trained/certified to operate in at least one other area on site.





- **Production Leading Hand**

Appointed operator responsible for the day to day running of a designated work area/s or team/s to safely and efficiently meet work requirements and targets in accordance with the appropriate procedures and standards.

**Production Planner**

As per position description.

The Works Loading classification levels are as follows :-

**Probationary Forklift Operator**

New employee at BOC Gases working on induction program.

**Forklift Operator Grade 1**

Employee who has been trained and certified competent in all tasks within works Loading and trained/certified to operate in at least one other area on site.

**Forklift Leading Hand**

Appointed operator responsible for the day to day running of a designated work area/s or team/s to safely and efficiently meet work requirements and targets in accordance with the appropriate procedures and standards.

The Maintenance classification levels are as follows

**Probationary Maintenance fitter**

New employee at BOC Gases working on induction program.

**Site Fitter**

Employees who safely and efficiently performs their duties and will have successfully completed and maintained the skills required by the company to perform at this level.

**Fitter Leading Hand**

Appointed fitter responsible for the day to day running of the maintenance area to safely and efficiently meet work requirements and targets in accordance with the appropriate procedures and standards.

At each classification level in Production, Works Loading and Maintenance employees will perform the relevant duties set out in the Position Description for that level.

**B.4 Training**

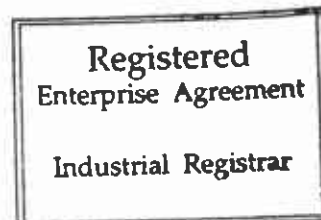
Individual training plans will be developed for each employee for the four work areas on site covered by this Agreement:

P&L / Test Shop / Refrigerants

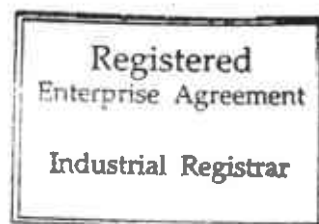
DA Filling/ DA Test Shop

Works Loading

Maintenance



The training plan will be developed to enable employees to develop their skills while meeting the business needs and to incorporate the flexibilities established in the Agreement.



## B.5 Flexibilities

The following flexibilities between areas have been agreed and will be implemented as part of this Agreement:

- Compressed CDR relief/support provided by Works Loading.
- Works Loading relief/support provided by Production Operators.
- Production Operators relief/support provided by Works Loading/Maintenance.
- Maintenance relief/support provided by Production Operators.
- Relief/support will not be limited to certain tasks or situations but will be as required by the Leading Hand/Production Planner/Supervisor to meet business needs and in line with training certification.
- The CCC will monitor flexibility on site to ensure it is fulfilling the aim of improving site productivity and customer service.

## C. Wages Production

	Year 1 Increase 4%	Year 2 Increase 3%
Probationary Production Operator	\$629.30	\$648.10
Production Operator Grade 1	\$643.00	\$662.30
Production Operator Grade 2	\$668.60	\$688.60
Production Leading Hand	\$721.00	\$742.60
Production Planner	\$764.10	\$787.00

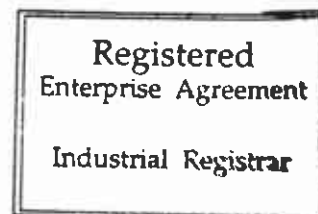
## Works Loading

	Year 1 Increase 4%	Year 2 Increase 3%
Probationary Forklift Operator	\$643.40	\$662.70
Forklift Operator Grade 1	\$701.80	\$722.80
Forklift Leading Hand	\$754.10	\$776.70

## Maintenance

	Year 1 Increase 4%	Year 2 Increase 3%
Probationary Maintenance Fitter	\$734.20	\$756.20
Site Fitter	\$795.10	\$818.90
Leading Hand Fitter	\$833.30	\$858.30

The wages under the Maintenance Classification structure fully recognise and pay for the skills and competencies attained and used by the employees.



## **D Allowances**

### **a) Tool Allowance**

All fitters are paid the Tool allowance in accordance with the Award. Use of the Tool Allowance is to purchase the tools required to carry out the work allocated by BOC Gases. The Tool Allowance may be used to repay BOC Gases for purchasing tools up front for the fitters.

The method for arranging this pre-purchase is as follows:

- i. Details listing the tools required is submitted in writing to the Supervisor.
- ii. The Supervisor approves or rejects the list. If approved – proceed. If rejected – discussion or the disputes procedure is followed.
- iii. The tools are then purchased by BOC Gases and issued to the fitter.
- iv. The fitter signs a receipt for the tools. The fitter also gives authorisation for the Tool Allowance to be deducted from their pay.
- v. The fitter will be notified of the date at which the tools will have been fully repaid and deductions from their pay will cease on that date.

If further tools are required by a fitter while repaying previously obtained equipment, this is possible by raising a new list with their supervisor and initiating a continuation of the process. In order to simplify the process the new list will be added to the existing list and a new date of final payment will be advised by the Pay Office.

Should the employee leave BOC Gases's employment before the final payment is made, the outstanding moneys owing will be deducted from the employee's final pay, this being a condition of the authorisation for deduction from pay.

Employees will be given a report at the end of each financial year of the deductions they have made in relation to purchase their tools for tax verification.

### **b) First Aid Allowance**

First Aid Allowance will be paid through the payroll to all employees trained to render first aid and who possess appropriate St John Ambulance or Red Cross qualifications and have been appointed by the Company to carry out first aid duties.

The First Aid Allowance of the highest relevant Award Rate will be paid to all section first aiders. The amount is set, regardless of individual employee award provisions, to obtain maximum administrative cost effectiveness for the



## Schedule B

### a) Communication Meetings

The following table briefly describes the number of forums for communication and consultation with employees on the Tighes Hill site.

Committee	Purpose	Mechanism for Raising Issues to this Forum
SBU	To negotiate an Enterprise Agreement	Employee representatives at Report Back meetings
Consultative committee	Forum for consultation on site issues	Through representative
Toolbox Communication Meeting	Reinforce Health and Safety issues and receive information from the Company	Advise supervisor
Company Quarterly Communication Meeting	Information forum for broader Company issues and Company performance	Advise Production Manager / open question forum at end of meeting
Union Quarterly Meeting	To discuss issues relating to the union	Advise delegate
Leading Hand Production Meeting	To ensure the smooth running of weekly Production operations	Advise Leading Hand. Be assertive
Fire Team	To protect BOC Gases property	Advise fire Team Leader
Fire Wardens	Review Emergency Evacuation effectiveness	Advise a Fire Warden
Engineering Audit Meetings	To monitor progress of actions	Raise with Supervisors
ISRS Element Leaders	To monitor progress of Safety program	Advise Element Leaders
QA	To maintain Quality program	Advise Leading Hand
Quality Panels	To improve workplace efficiency	Advise Panel Leader or through Consultative Committee Representative
Procedure Reviews	To ensure that the procedure is practical and correct	Advise procedure author or reviewer
Training	To learn	Advise trainer or supervisor
OH&S Committee Meetings	Improve and ensure safety of all employees	Advise OH&S area representative
Incident Reviews	To learn from past experience - conducted at OH&S Committee	Advise OH&S area representative
Planned Inspections	To maintain housekeeping. Advise standards and a safe place of work	OH&S area representative
Ad Hoc	For any other purpose not addressed above	Supervisor

### Notice Boards

Notice Boards and other forms of printed material are also used to assist communication with employees. Material placed on notice boards is removed after two weeks. Notice Boards are maintained in a tidy and presentable standard.

**b) Site Union Members Meetings**

**i) Quarterly Meetings**

Each quarter (3 months) each of the Trade Unions represented on site (the TWU, AMWU and AWU) will be permitted a 1 hour paid members meeting. The provision of this is designed to permit members to discuss any outstanding issues and present matters to management and it is intended that this will significantly reduce the need for extraordinary union or yard meetings.

**Procedure**

The dates and general arrangements for each quarterly meeting will be established, agreed with management and posted to notice boards in January each year for that year. These dates may only be changed by mutual agreement between the Company and Delegates.

The procedure for requesting the provision of a 1 hour members meeting shall be as follows:

- a) No less than 14 days prior to the scheduled meeting the appropriate union delegates will verify with site management that the meeting may go ahead. Should there be a valid need to reschedule the meeting, it must be rescheduled to occur within 10 working days of the original date.
- b) Should the delegate expect the meeting to continue in excess of 1 hour, they should, wherever possible, advise management prior to the meeting so that necessary production and distribution plans may be enacted.
- c) As soon as possible after the completion of the meeting, the union delegate/s will advise management of any matters which require management consideration and of any matters which may in future require management consideration.



ii) **Extraordinary Meetings**

It is recognised that from time to time it may be necessary for a particular union or unions to call an extraordinary members meeting or yard meeting. When this is necessary, that is, the matter may not be held over until the next quarterly union members meeting, the appropriate union delegate/s will advise management of the need for and the purpose of the meeting. On the provision of this information the Site Manager will give fair and reasonable consideration to providing a paid period of time for this meeting to be held. Where reasons are not provided, and therefore consideration cannot be given by management to the importance or urgency of the meeting, the meeting will not be approved and will be unpaid.

**Procedure**

The procedure for requesting an extraordinary meeting will be as follows:

- a) The appropriate union delegates should advise Site Management that a meeting is requested as early as possible and preferably at least 24 hours prior to requested time.
- b) union provision of a valid reason for the meeting by union delegate/s the Site Manager will approve the meeting for a specific paid duration.
- c) Where a valid reason is not provided, the meeting will not be approved and the meeting will be unpaid.
- d) As soon as possible after the completion of the meeting the union delegate/s will advise management of any matters which require management consideration and of any matters which may in future require management consideration.
- e) Should any matters be raised which require immediate consideration or which may give rise to a dispute, reference should be made to the procedures noted in Clause 8.2 of this Agreement – Grievance & Dispute Resolution Procedure.



## Signatories

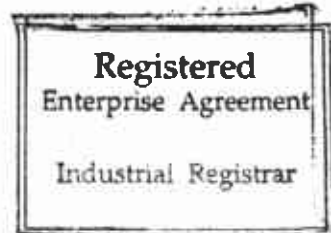
This Enterprise Agreement is signed for and on behalf of the employees of BOC Gases Australia Limited.



Bob Berlin  
TWU Delegate  
Date:



Alastair Lyall  
Assistant Secretary, TWU  
Date:



Chris Barnes  
BOC Gases Australia  
Limited  
Date:

Steve Pearce  
BOC Gases  
Australia Limited  
Date:

Jill Edwards  
BOC Gases Australia  
Limited  
Date:



**Registered  
Enterprise Agreement  
Industrial Registrar**