

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/309**

**TITLE: BOC Gases Australia Limited Sydney Operations Enterprise Agreement 2000**

**I.R.C. NO: 2000/4599**

**DATE APPROVED/COMMENCEMENT: 18 October 2000**

**TERM: 32 months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA00/88**

**GAZETTAL REFERENCE: 17/11/00**

**DATE TERMINATED:**

**NUMBER OF PAGES: 43**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees engaged on the Sydney Operations Centre, Wetherill Park Production Site, except for Customer Engineering Services and Distribution**

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



**BOC Gases Australia Limited  
Sydney Operations Enterprise Agreement  
2000**



**Effective: On Signature**

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## **1. Scope & Duration**

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- 1.1 The title of this Agreement is the BOC Gases Australia Limited Sydney Operations Enterprise Agreement 2000.
- 1.2 The parties bound by this Agreement are:
- BOC Gases Australia Limited (the Company).
  - The Company's employees (employees) covered by this Agreement.
  - The Transport Workers Union Australia (TWU) NSW Branch, its officers and members, in respect of BOC Gases Australia Limited employees, engaged in accordance with this Agreement.
- 1.3 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 1992, 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.
- 1.4 The Agreement will also be submitted to the NSW Industrial Relations Commission for Certification 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).
- 1.5 The Agreement will take effect from the date of ratification and will expire on the 30<sup>th</sup> June 2003. At the expiration of this Agreement, the Agreement will remain in force until replaced by a new Agreement.
- 1.6 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.



## 1.7 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
- Workers Compensation
- Clothing Issue
- Use of Private Car on Company Business

Any concerns/local issues with the above policy documents are to be raised with the relevant line manager or at the appropriate site forum (eg. OH&S Committee, Consultative Committee, Toolbox etc).



## **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).

### **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 Gases 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.

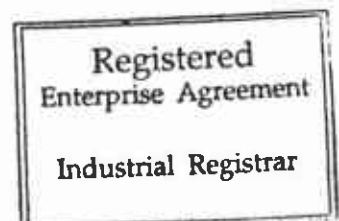


### **2.3 SOC Production Consultative Committee**

- (a) The SOC Consultative Committee will continue. It involves employees from the Filling, Works Loading and Maintenance operations as well as management representatives.
- (b) The role of the Consultative Committee includes:
  - (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) Identifying opportunities for initiatives relating to improvements in Safety, Service and Productivity. This will include, but is not limited to, the introduction of new technology, plant de-bottlenecking, and adherence to quality systems and changes to work organisation.

Committee members will receive training where and when required.

- 2.4** BOC Gases 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 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 (Clause 4.2) will be used.
- 3.5 This process does not apply to employees during their probationary period of employment, or if an employee engages in serious misconduct, or if an employee engages in conduct that can be remedied immediately in which case a final warning will only be necessary.
- 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) *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.

**(b) 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 1.

**Step 4 - Termination of Employment**

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

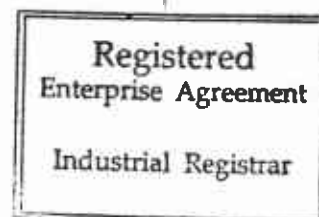
**(c) Dismissal procedure**

An employee's services may be terminated without notice if he/she engages in serious misconduct.

Examples of serious misconduct include, but are not limited to: -

- Fighting or horseplay
- Unauthorised possession or use of company, customer or work colleague's property
- Wilfully damaging company, customer or work colleague's property
- Falsifying or altering of customer or employee records
- Endangering your safety or that of a work colleague or customer
- Unauthorised consumption of alcohol
- Being incapable of performing your work duties because you are under the influence of alcohol or illegal drugs
- Possessing or selling drugs on company or customer premises
- Failing to maintain confidentiality
- Offensive conduct towards customers, visitors or work colleagues

In the specific situation of an employee termination, where there is a genuine objection, due to uncertainty, of the grounds for termination, the parties involved may request for the employee to be suspended with pay for a maximum period of three days. During this time the employee will be available to attend meetings, and all effort will be made to further investigate the incident and determine appropriate action. This will be referred to as the "cooling off period".



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

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### **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.

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, with employees carrying out their duties within the scope of this Agreement.

### **4.2 Grievance & Dispute Resolution Procedure**

- It is the intention that grievances or disputes will be discussed promptly between the employee(s) and the immediate manager.
- If matters cannot be resolved then more senior managers may be involved to resolve the matter.
- At any stage of this process, the employee(s) may elect to have a union delegate or official present.
- In the event of a disagreement between employees who are members of the Transport Workers Union Australia (TWU) the New South Wales Industrial Relations Commission may be involved to resolve the matter.
- 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, 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.



#### 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:

1. The matter will be discussed jointly by the appropriate union delegates and the employee/s concerned.
2. 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.
3. The Company will be advised of the situation and progression at all times.
4. No industrial action will take place during these negotiations.



## **5.0 Redeployment or Redundancy**

**5.1** 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.

**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, and the Transport Industry Mixed Enterprises Interim (State) Award 1992

**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 15.1.
- (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 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.

**5.7** A career counselling service will be provided, as deemed appropriate by the Company in the particular circumstances of each case.

**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 Payment of Salaries**

### **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 12 and 15.

### **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 15.

### **6.3 Fixed Term Employees**

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

- Prolonged leave
- Long term illness
- Workers Compensation.

### **6.4 Casual Employees**

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 15, with a loading of 20% added to the hourly rate.

### **6.5 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.

### **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 15.2.

## **6.7 Flexibility**

- (a) Relief – Allowances have been established to cover relief. 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 be considered as learning development and no additional payments will be made. If an employee is required by management to relieve into the Team Leader position for greater than 4 weeks, they will be paid at the higher rate for that period.
- (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.

## **6.8 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.

## **6.9 Superannuation/Salary Sacrifice**

Superannuation will be provided through the BOC Gases Company Superannuation fund. The Company will contribute 13% of the eligible employee's salary to the fund.

Employees are able to "salary sacrifice" their 3% contribution in one of the following ways:

- (a) Continue to pay 3% contribution after PAYE tax.
- (b) Contribute 0 – 25% contribution before PAYE tax.

## **6.10 Salary Adjustment**

There will be a \$36.60 per week increase for all employees covered by this Agreement from the first pay period on or after 1 July 2000 providing agreement is reached by 14 July 2000. If agreement is not reached by this date payment will be made from date of signing. This equates to an average increase of 3.75%.

There will be a second 3.75% increase from the first pay period on or after 1 July 2001.

There will be a third 3.75% increase from the first pay period on or after 1 July 2002.

These increases will be applied to the employees base salary.

An additional increase of \$1412 will be made to the Team Leaders salary in Year 1 in addition to the \$36.60 per week.

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### **6.11 GST Impact**

During the second year of this Agreement, the parties may review the impact of the implementation of the GST on the annualised CPI once 12 months published CPI data, post GST, is available. If as a result of the GST, the annualised CPI has increased to a level that is not more than balanced by the beneficial impacts of the wage increases in this Agreement and the general reductions in taxation, then the employees and the union have a right to enter discussions with the Company about a wage increase over and above the schedule increases specified in this Agreement. This will not constitute a reopening of the terms of the Agreement, however, it provides the mechanism for a further payment to be made as a result of this clause during the life of the Agreement. If agreement cannot be reached between the parties, the matter will be referred to the relevant Industrial Relations Commission for determination. The relevant Award clauses for management of disputes will be adhered to.



## **7.0 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 workforce receptive to technological and operational change.
- Enhancing employee growth opportunities within the Company through the development of relevant competencies consistent with Company needs.

Specific training to be provided for employees will be:

Multi-skilling in line with plan agreed by Training Committee.

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.





## **8.0 Leave Provisions**

### **8.1 Annual Leave**

- (a) 4 weeks (20 working days) annual leave will be available to full time employees 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. Exceptional circumstances will be considered at the time. The line manager will approve annual leave forms.
- (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.

### **8.2 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.

#### **8.2.1 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 and if after investigation deemed excessive may invoke the disciplinary process.

#### **8.2.2 Family/Carer's Leave**

The Company will reasonably consider any application 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.

### **8.3 Parental Leave**

Parental leave (maternity, paternity and adoption leave) is available to employees in accordance with legislation as varied from time to time.

### **8.4 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.

### **8.5 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.

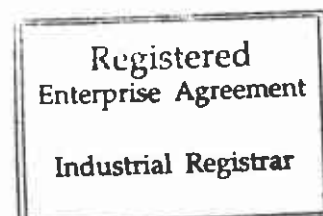
### **8.6 Long Service Leave**

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

### **8.7 Public Holidays**

#### **a) Substitution of Public Holidays/ union picnic day by Agreement**

- (i) Employees will receive their 10 public holidays entitlement throughout the year. It may be necessary to move a public holiday / union picnic day to meet business needs. This will be following consultation and agreement with the employees, Team Leader/Manager.
- (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.



(iii) If a variation is made by the:

New South Wales Industrial Relations Commission to the  
Public Holidays' Clause in the Transport Industry Mixed  
Enterprises Interim (State) Award, 1992,

this Agreement will be varied, consistent with the Award  
variation, from the same operative date.

**b) 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.



## **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.
- Report to reception upon arrival at the site.
- Be accompanied by union delegate/s while on site.
- 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.



## **10.0 No Extra Claims**

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10.1 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.

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## **11.0 Leave Reserved**

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There will be a monthly review of progress against Agreement and Annual Plan by the Consultative Committee.







#### **12.4 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 as determined by the Production Manager and detailed in Clauses 12.5, 12.6 and 12.7.

#### **12.5 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

The current business need is for Works Loading to have 2 employees on a rolling roster working every Saturday. Under these arrangements each Works Loader would work one Saturday every six weeks.

#### **12.6 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.

#### **12.7 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 additional 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 12.9). Refer to Clause 15.2 for payment amounts.

#### **12.8 Working Hours**

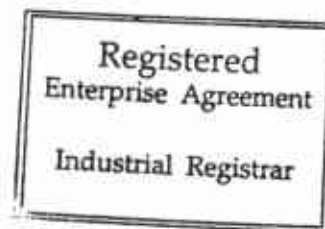
- a) The Company's plan and aim is that employees will work on average less than 45 hours/week. Employees will be rostered to work 42½ hrs/week. The workload will be planned so that provided minimum performance standards (in line with Incentive Targets) are met employees will be able to complete the 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 38 hours. There will be a maximum working week of 52 scheduled hours with a maximum of 12 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 scheduled work for any one day. This will be achieved through total flexibility by the workforce across the SOC site. 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.



## 12.9 Working Hours Review

- i) There will be weekly posting of hours by individual, team, site.
- ii) 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.
- iii) Monthly posting of productivity by team and site against performance standard targets.
- iv) The Company will not work a department excessive hours continually during part of the year (eg. 26 weeks at 52 hours) and then to reduce their hours to the minimum (eg. 26 weeks at 38 hours) by off loading their work to another team. The Consultative Committee review will ensure this does not occur.



## 13.0 Classification

13.1 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 Operations Manager and Consultative Committee will consult and agree prior to implementing on the impact of the changes on the existing classifications

### **Movement Between Levels – Production/Works Loading**

For levels 1 to 3 (New Starter, Area, Multi Area) an individual will move up a level if they have completed and been certified proficient in the relevant training. Training will be provided.

Movement in to level 4 (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.

All production employees will have the opportunity to achieve up to Level 3 (multi area). The necessary training to achieve this level will be provided against an agreed training plan.

### **Movement Between Levels – Maintenance**

The career progression to Site Fitter in the Maintenance Department will be based upon:

- i) Training and assessment of the Advanced tasks detailed in Clause 13.4 and in line with an agreed training plan;
- ii) An appraisal system for behavioural competencies which will be agreed during the life of the Agreement.

### **Team Leader**

People will be appointed to the roles of Team Leader based on the selection of the best applicant for the position against the skills, performance standards, accountabilities and competencies detailed in the position description. Changes to the Position Description will occur after consultation with the affected parties. Performance against the above will be monitored on a regular basis. Each Team Leader will have an 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 selected Team Leader fails to meet the performance standards and competencies, the employee will revert to multi area with the pay rate as detailed in clause 15.1.

## 13.2 Definitions

**Certified Proficient:** Has Completed the training and successfully passed a theory and practical test.

**Competent:** Meets the agreed performance standards.

## 13.3 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, Test Shop, DA, Special Gases, Maintenance. Employees will be required to complete all tasks they are trained and certified to do that are necessary to get the work completed in an efficient manner.

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/dispatch 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.

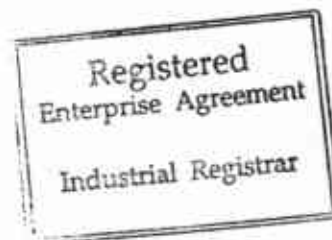
On a time to time basis there will be a need for employees to take a decision to carry out work outside their core area to ensure production needs are met. This will be the exception. This action will need to be justifiable.

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.

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

- Level 1      New Starter**  
New employee at BOC Gases working on induction program. Maximum 6 months.
  
- Level 2      Area**  
Employee who has been trained and certified competent in all tasks within his/her Core Team.
  
- Level 3      Multi Area**  
Area plus trained/certified competent in a further agreed number of tasks (developed by Training Committee) 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 performance management as per the Counselling and Corrective Action clause and this could also include an employee being reverted to Area Operator.
  
- Level 4      Team Leader**  
In line with Position Description.





### 13.4 Fitters Classification System

TASK / SKILL / COMPETENCY	STORE-PERSON	ENTRY	MULTI AREA FITTER	SITE FITTER	DUAL TRADE	TEAM LEADER
Store Activities	✓					
Basic Cylinder filling	✓		✓	✓	✓	✓
Forklift Licence	✓		✓	✓	✓	✓
Off-Site Maintenance			✓	✓	✓	✓
Stocktake	✓		✓	✓	✓	✓
Store Relief			✓	✓	✓	
Competent in trade (Mech, Inst, Elec)		✓	✓	✓	✓	✓
Manual ARC Welding	✓		✓	✓	✓	✓
Oxygen/Fuel Gas Operation	✓		✓	✓	✓	✓
Silver Brazing	✓	✓	✓	✓	✓	✓
Basic Instrumentation			✓	✓	✓	✓
Calibrating / Repair Instruments / Safety Valves			Basic	Basic	Advanced	✓
Pipework, including Instrument Lines			✓	✓	✓	✓
Task supervision				✓	✓	✓
Source Spares / Maint Materials	✓	✓		✓	✓	✓
Sap Proficient	Supply Mgmt.		Requisition	Requisition	Requisition	Supply Mgmt.
Restricted AEO			Grade 3	Grade 3	Grade 2	Grade 3
PTW Issue/Recipient (within defined areas)	SP Issue	Recipient	Both	Both	Both	Both
Pressure Fitting Design (Reviewed by Eng)				✓		✓
MIG Welding	✓	✓	✓	✓		✓
TIG Welding			✓	✓		✓
Ticketed Welder; Manual Arc or TIG Specified Staff Only			✓	✓		
Mainpac Proficient	Basic					✓
Computer Skills	SP Email Excel					Email, Excel, Word, Opal, Schedule
Hazardous Goods Shipping/handling	SP					
Basic Cryogenics Training			✓	✓	✓	
High Pressure Filling Systems			✓	✓	✓	
Repair Vacuum Pumps			✓	✓	✓	
Cryogenic Vessel Maintenance			✓	✓	✓	
Liquid Cryogenic Pumps			✓	✓	✓	
Industrial Gas HP (Multistage) Compressors			✓	✓	✓	
N2O Plant			Basic	Advanced	Advanced	Advanced
DA Generator			Basic	Advanced	Advanced	Advanced

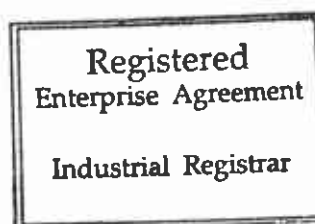


TASK / SKILL / COMPETENCY	STORE-PERSON	ENTRY	MULTI AREA FITTER	SITE FITTER	DUAL TRADE	TEAM LEADER
Auto Acetone M/Cs			Basic	Basic	Advanced	Advanced
Phosphume Plant			Basic	Advanced	Advanced	Advanced
Booths A, B, C			Basic	Advanced	Advanced	Advanced
TCE Boiler Baths			✓	✓	✓	✓
Elintec/ Argoshield Filling System			Basic	Advanced	Advanced	Advanced
Toxic Gas Plant			Basic	Advanced	Advanced	Advanced
Helium Plant			Basic	Advanced	Advanced	Advanced
Full AEO Qualifications					✓	
Identify Training Needs						✓
Analyse Maintenance History / Data and Make Improvements						✓
Induct / Supervise Contractors						✓
Relief Supervisor (All Tasks)						✓
Run Toolbox meetings						✓
Lead Investigations						✓

**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.

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.



**13.5 Special Gases**

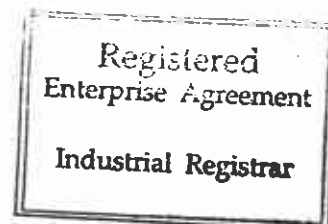
Prior to commencement of working in the Special Gases Facility (Filling Toxic Gas Mixtures) a relevant medical assessment must be successfully completed.

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

**13.6 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, CDRs may tender their trucks only after forklift drivers cannot be provided through callout procedures.

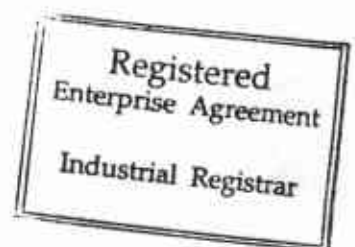


#### **14.0 Commitment to Improvement Through Teamwork**

- a) Area teams will work constructively with their Team Leader and Line Manager to meet the goals of the business. Area Teams will be involved in a range of activities including but not limited to:
  - i) The development of plans to meet productivity and service targets.
  - ii) The development of plans to improve safety performance.
  - iii) Greater employee effectiveness through increased skilling, multi-skilling and removal of work practices that act as a barrier to improvement processes.
  - 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.
  - v) Carrying out such duties as are within the employees skill, competence and training and recognised accordingly.
- b) Each Area Team 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 Manager on major decisions will occur with consultation.
- c) Issues will include:
  - i) Work improvement projects;
  - ii) Rostering of personnel to provide shift cover;
  - iii) Leave rostering;
  - iv) Individual and team training requirements;
  - v) Customer and supplier interaction;
  - vi) Materials scheduling;
  - vii) Problems affecting team performance;
  - viii) Composition of team membership.
- d) The Area Team 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. The Area Team, through its functional structure, will maintain information systems that require input from the team's scheduling activities.



- e) Teams will measure their success in achieving improvements in key areas of the business such as Safety, Quality, Costs, Service and Productivity.
- f) Area 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 OPEX (Operational Excellence) program and IMSS.





**15.0 Salaries**

**15.1 Rates of Pay**

**Production Operator (Rotating Shift)**

Title		Salary 1 July 2000	Salary 1 July 2001	Salary 1 July 2002
Team Leader	By Appointment	\$58,300	\$60,486	\$62,754
Multi Area		\$51,169	\$53,088	\$55,079
Area		\$47,861	\$49,656	\$51,518
New Starter	With forklift licence	\$44,284	\$45,945	\$47,668
	No forklift licence	\$43,348	\$44,973	\$46,660

**Pay Rates Maintenance**

	1 July 2000		1 July 2001		1 July 2002	
	Rotating Shift	Day Shift *	Rotating Shift	Day Shift *	Rotating Shift	Day Shift *
Dual Trade	\$64,332	\$61,174	\$66,745	\$63,468	\$69,248	\$65,848
Site	\$60,114	\$57,168	\$62,368	\$59,311	\$64,707	\$61,535
Multi Area	\$56,928	\$54,144	\$59,063	\$56,174	\$61,278	\$58,280
New Starter	\$53,654	\$51,036	\$55,666	\$52,924	\$57,753	\$54,908
Store Person		\$50,743		\$52,646		\$54,620
New Starter Store	With forklift licence	\$44,284		\$45,945		\$47,668
	No forklift licence	\$43,348		\$44,973		\$46,660

\* Note: If rotating shift work is required of these roles to meet business needs, consultation will take place with appropriate parties.

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 15.2 and incorporates shift allowance for rotating shift.

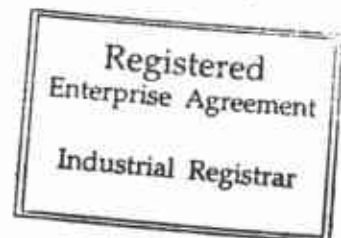
For both Production and Maintenance rotating shift allowance is included for rotating between day and afternoon shift on a weekly basis. The payment model is to rotate every second week.

**Maintenance Team Leader Allowance – Rotating Shifts**

\$3,400 pa. A Team Leader would only be appointed if management required this position. A Team Leader would be required to be on Rotating Shift.

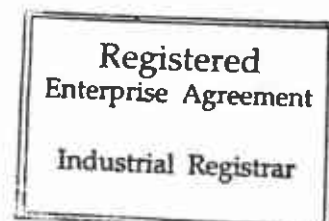
**Night Shift**

In certain circumstances there may be a need for employees to work night shift. This will incur an allowance of \$10.50/shift worked. 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. The above allowance would then become null and void.



## 15.2 Allowances

Allowances	\$/Annum	Maximum Numbers *
<b>SG Core Production</b>	\$1,000.00	16
<b>SG Relief Production</b>	\$300.00	6
<b>SG Works Loading.**</b>	\$150.00	12
<b>SG Maintenance **</b>	\$250.00	11
<b>Core Skills ***</b> This allowance will be paid once an employee is fully trained and certified, in the areas below. N20 Plant He Plant SGM Filling Two Areas Any employee required by the Company to be fully trained and certified in all tasks of two core works areas. These employees may be permanently asked to move to the second core area	\$1,400.00	2 2 4 4
<b>Relief Core Skills</b> Relief into N20; He plant; SGM Filling.	\$200.00	4
<b>Truck Relief</b> 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.	\$400.00	2
<b>Six Day Rolling Roster</b>	Tuesday – Saturday \$100.00 per rostered week completed Sunday – Thursday \$160.00 per rostered week completed.	
<b>Additional Working day(s)</b> 8 hrs Friday, Saturday or Monday 8 hrs Sunday 8 hrs Public Holiday An employee required to do less than 3 hours on an additional working day will be paid the call back rate of \$100. An employee required to work more than 3 hours will be paid the additional working day rate.	\$285 \$300 \$300	



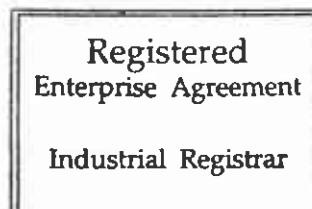
<b>Voluntary Call Back</b> Voluntary Call Back to meet unscheduled need.  Employees who attend Call Back and work in excess of 3 hours, the hours worked on Call Back will be counted against their next working day.  Call back commences from time of call and will finish at time of departure from site. 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.	\$100.00 per attendance.	
<b>Maintenance Team Leader – Rotating Shift</b> A Team Leader would only be appointed if management required this position. A Team leader would be required to be on rotating shift.	\$3,400	0
<b>First Aid</b>	\$9/week	10
<b>Occupational First Aid</b>	\$18/week	2
<b>Welding Allowance</b> Maintenance personnel appointed and trained to carry out welding and holding welding ticket.	\$300	3
<b>Electrical Registration</b>	\$22.40/week	2

The following notes refer to the Table above.

- \* maximum numbers indicates the maximum number of employees who may be paid the allowance. The number of employees being paid an allowance will vary in line with business needs, where they spend the majority of their working day and will be set by the Production Manager. The number may vary up or down in line with business needs. Employees will only be entitled to payment of the allowance while they are using the skill for which the allowance applies.
- \*\* or the Special Gases Production Relief Allowance – *not both*.
- \*\*\* before an employee will be considered for Core Skills Allowance, they must be trained to Multi Area Operator. Core Skills Operators will continue to use their multi area skills as required.

The parties agree to review the remuneration for allowances and Team Leader salary if it can be justified no earlier than 1 January 2002. This will not constitute a re-opening of the Terms of Agreement, however, it provides the mechanism for an increase in the allowances/Team Leader salary to be made as a result of this clause during the life of the Agreement.

Classifications eligible for the above allowances are detailed in the matrix over leaf.





	First Aid	Occupational First Aider	Special Gases	Special Gases Relief	Special Gases Works Loading	Special Gases Maintenance	Core Skills	Core Skills relief	Relief Truck	8 Day roster	Additional Working Day	Voluntary Call Back	Welding Allowance	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														

Registered  
Enterprise Agreement  
Industrial Registrar

## 16.0 Incentive Scheme Matrix

### 16.1 Objectives

The scheme has been established to encourage the achievement of superior business results and provides a mechanism to recognise and reward superior team performance.

### 16.2 Rules & Regulations

- (a) The Incentive Scheme will be calculated and reported monthly. It is made up of four components.
- A Site Service Level (monthly)
  - B Site Service Level (MAA)
  - C Equivalent Filling Index (monthly)
  - D Equivalent Filling Index (MAA)
- (b) The performance against the components will be paid as the table below:

PAY DATE (2 <sup>nd</sup> pay period in)	PERIOD UNDER REVIEW	KPI PAID
December	July – Nov	Components A, C
July	Dec – June	Components A, C
July	July – June	Components B, D

- (c) All payments are subject to PAYE tax and will be paid through payroll.
- (d) Full time employees must work a minimum of two months during each payment period to qualify for any pro-rata payment of the scheme.
- (e) Full time employees who join or leave the Company during a month are not entitled to any pro-rata payment calculation for that month.
- (f) Full time employees on paid annual, sick or long service leave continue to have payments calculated under the scheme. Employees on unpaid leave will not have payments calculated under the scheme during the period of unpaid leave.
- (g) The SOC Production Consultative Committee will monitor the implementation of the scheme and recommend solutions to anomalies that may arise to the site manager for approval.
- (h) The maximum incentive will be greater than 10% of the actual salary bill at the commencement of the period if all performance targets are exceeded.



### 16.3 Components

#### 16.3.1 Entry Point

Total Site Test Shop > 7.0 cyl/hr.

Average over the 6 months of the pay period (July – November; December – June).

#### 16.3.2 KPI Targets

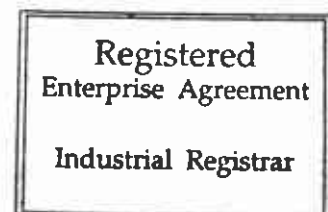
<b>A</b>		<b>B</b>	
<b>% DIFOT</b>	<b>\$/Month</b>	<b>% DIFOT</b>	<b>\$/Annum</b>
>=96	100	>=95	1000
94 – 96	75	94 – 95	700
92 – 94	50	93 – 94	500
90 – 92	25	92 – 93	300
		91 – 92	200

<b>C</b>		<b>D</b>	
<b>Fill Index</b>	<b>\$/Month</b>	<b>Fill Index</b>	<b>\$/Annum</b>
>25	210	>=25	2500
24 – 25	175	23.5 – 25	1600
23 – 24	150	22 – 23.5	1200
22 – 23	120	20.5 – 22	800
21 – 22	80	19.5 – 20.5	400
20 – 21	40		

In June each year the parties agree to evaluate and reset the targets where agreed.

The Site Service Level is the Deliveries In Full On Time (DIFOT) as measured by the VISIT system for the full month.

The Equivalent Filling Index is the overall measure of productivity at SOC incorporating work done in filling and handling of cylinders, as measured by the Opal system for each month.



## 17.0 Signatories

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



Brian Stewart  
TWU Delegate

Date: 1.8.00



Chris Barnes  
BOC Gases Australia Limited

Date: 15.8.00



Ray Everitt  
TWU Spokesperson

Date: 1.08.00



Glenn Gorham  
BOC Gases Australia Limited

Date: 1.08.00



Tony Sheldon  
State Secretary TWU

Date: 14.8.2000



Jill Edwards  
BOC Gases Australia Limited

Date: 3-8-00

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Industrial Registrar