

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/407

LR.C. NO: 96/6350

DATE APPROVED/COMMENCEMENT: 20 December 1996

TERM: 21 Months

NEW AGREEMENT OR *New*  
VARIATION:

GAZETTAL REFERENCE: 29619-1397 (7.3.97)

DATE TERMINATED:

TITLE: BOC Gases Tighes Hill Site Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: Persons who are employed in the handling of gas cylinders by using forklift equipment at the Tighes Hill Site

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

PAGES : 55

407.

**TIGHES HILL**

**SITE**

**AGREEMENT**

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 **BOC GASES**

**30th November, 1995**

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**FOREWORD**

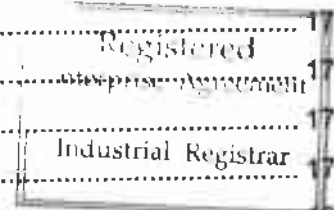
The BOC Gases Tighes Hill Site Agreement was signed on 30th November 1995 and registered in the Australian Industrial Relations Commission on \_\_\_\_\_, and the State Industrial Relations Commission on \_\_\_\_\_.

The Agreement is the result of the joint efforts of a single bargaining unit of employee and management representatives at BOC Gases Tighes Hill site during some four months. They are to be commended for achieving this agreement covering production operations on site, and involving the three site unions.

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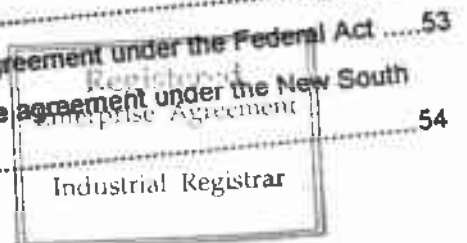
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## TIGHES HILL SITE AGREEMENT

### INTRODUCTION

The Tighes Hill Site Agreement, on the following pages, is a result of the co-operation between BOC Gases management and BOC Gases employees to assist in achieving greater productivity, efficiency and industrial harmony.

It is recognised that existing awards are somewhat restrictive and not specific to BOC Gases's operations. This Agreement is not intended to take the place of current awards but to provide agreed terms and conditions of employment, more particular to the enterprise.

The parties to this Agreement understand that when reference is made to award clauses and provisions, that only the pertinent excerpt has been quoted to assist employees. It is accepted that award changes relating to those quoted, that occur throughout the duration of the Agreement, will be automatically adopted and communicated to all employees.

It is the intention that this Agreement be viewed as a progressive step towards achievement of the BOC Gases workplace reform process.



## 1. DEFINITIONS

- Seniority** To determine Seniority on the Tighes Hill site the following guidelines will be used. Seniority refers to the length of service, however this does not refer to the total length of company service. The service referred to is the time in a specific function area such as distribution function, production function or maintenance function. If an employee transfers between these functions then, at transfer time, they lose all seniority and commence at the bottom of the seniority ladder.
- Work Practises** Site work practises that are specific to Tighes Hill are tabled in a document headed Tighes Hill Work Practises.
- Company Policies** These are a series of documents that are meant as guidelines for the running of the Company. By definition they are not compiled through consultation with the workforce. Should any conflict exist between the agreement and Company Policy then the Agreement applies. Company Policies that are referred to as part of this Agreement are:
- Leave Policy
  - General People Philosophy
  - Continuity of employment
  - Recruitment Selection and Appointment Policy
  - Induction Policy .
  - Employee Training and Development
  - Separation
    - Redundancy
    - Resignations
    - Dismissals
    - Abandonment
    - Retirement
    - Death
  - Industrial Relations
  - Safety and Occupational Loss Control Policy
  - Rehabilitation Policy
- Note:** A register of company Policies is available on site if a guideline is required on any situation that may arise.
- MAINPAC** A computer software package that is used for the scheduling of maintenance and the control, of inventory in the store
- Toolbox Communication Meetings** Monthly communication sessions held in each work area. The major topics for discussion are safety related.
- Casual Labour** Labour employed for specific shortfalls for a period of not more than 20 days. Casual employees do not receive normal Company benefits such as Superannuation contributions and Annual leave considerations.





- Temporary Labour** Often referred as 'short term ' labour and is for a specific short fall in available labour. It is expected that such employees will be employed for periods up to 3 months except covering for Parental leave situations. Temporary employees receive all normal company benefits attributable to long term employment.
- Contractors** Usually relate to the maintenance section or project work. These are individuals or organisations that have skills not reasonably available within BOC Gases.
- Medical Records** All employees are informed of any non-Workers' Compensation related medical screening/tests (e.g. blood , urine , X-rays etc.) that take place at the request of the Company. Results may be obtained from the Occupational Health Nurse. Results will be explained and then a photocopy of the results will be provided if requested.
- Workers Compensation Records** Anyone wishing to obtain copies of treating doctors reports and correspondence may do so by contracting the Occupational Health Nurse. The results will be explained to the employee and a photocopy of the results can provided within five working days. X-rays, CT scans etc. arranged by the Company, normally can be loaned to your treating doctor on request.
- SAPPHIRE** National BOC Gases project that will change over Company systems such as inventory control of cylinders, customer orders and purchasing to an integrated system known as SAP.
- OPAL** Operations and Logistics reporting system, PC based, developed in BOC Gases NSW, that standardised the reporting for all sites.



## **PART 1 - GENERAL**

### **2. AWARDS RELATIONSHIP**

This Agreement shall be read and interpreted in conjunction with the Metal Industry Award 1984, Part 1, in respect of those employees covered by that Award, and 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 shall prevail to the extent of the inconsistency.

### **3. AIMS AND OBJECTIVES**

This Agreement continues the work of previous agreements. Changes and benefits defined in previous agreements will continue unless directly altered in this agreement.

It is intended that all BOC Gases Tighes Hill employees work together and be committed to promoting, maintaining and improving the high standards of Occupational Health and Safety and systems to provide quality service and products throughout BOC Gases's operations and to BOC Gases's customers.

This agreement records the commitment of the parties covered to actions which will improve the business performance to meet the Company's business objectives and provide secure employment and a satisfying and safe work environment for all employees.

This Agreement is a step towards achieving these objectives and is designed to:

1. Improve productivity, cost efficiency and financial performance of the company
2. Improve the development and utilisation of employees
3. Improve commitment and participation of employees
4. Ensure effective use of both technology and people
5. Increase job security, career opportunities and income potential
6. Provide an environment where employees participate and are actively involved in business improvement projects
7. Satisfying and rewarding to all parties involved

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.



#### 4. SCOPE

The Tighes Hill Agreement covers Employees of BOC Gases Australia Limited, Gases NSW, based at Elizabeth Street, Tighes Hill, who are represented by the Australian Manufacturing Workers' Union, AWU/FIMEE and the TWU Works Loading/Unloading.

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.

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.

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 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. |

No Redundancies will occur at Tighes Hill as a direct result of this Agreement.



## 5. SINGLE BARGAINING UNIT

For the purposes of negotiating this Agreement, a Single Bargaining Unit has been established by drawing representatives from each union covering employees engaged at the Tighes Hill Site and including Company representatives.

Minutes of all meetings have been documented and formally reviewed.

Employee representatives conduct Report Back sessions with all employees following SBU meetings and use these opportunities to ensure consultation with all employees.

## 6. DURATION

This Agreement shall operate from the first complete pay period commencing on or after all parties have signed this agreement. This Agreement shall be certified under the Industrial Relations Reform Act, 1994 (Cth) as amended (The Act), and shall remain in force until twenty-one (21) months from the date of signing or until the Agreement is extended under section 170 MJ of the Act or terminated by mutual Agreement in accordance with Section 170 MN of The Act.

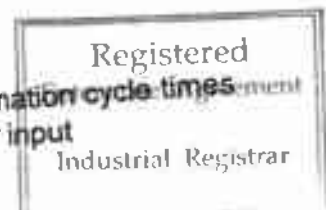
No later than three (3) months prior to the expiration of this Agreement, all parties will discuss issues relating to the development of future agreements, that will apply subsequent to the expiry of this Agreement.

## 7. PERFORMANCE IMPROVEMENT

It is recognised that BOC Gases is operating in an ever changing environment that is getting more and more competitive. The operations in Newcastle are no exception. In order to maintain a successful industrial gas company there must be continual improvement even if improvements are small. For an operational site such as Tighes Hill the improvements can be measured through the following:

1. Reduction in costs through
  - reduced losses
  - Increased yield
  - Reduction in purity failures
  - Reduction in cylinder stocks (assets) with no reduction in service level
2. Improved service abilities
3. Increased Productivity
  - Quicker reporting / information cycle times
  - Higher output per labour input
  - Flexibility's
4. Participate in State and National Improvement programs

Some programs may not provide a direct benefit to the Tighes Hill site or may appear to incur a greater cost to the site. However the overall benefit to BOC Gases may exist and in the event of these situations the more global viewpoint will be taken rather than a local perspective.



Key Performance Indicators will show the improvements. Examples of some key performance indicators are:

- DA Yield
- Filling Productivity
- Test Shop Index
  
- Cylinder Service Failures
- Maintenance Labour Index
- Works Loading cylinders filled per man hour

The amount of acetylene produced from a unit of carbide

The number of cylinders filled per filling man hour.  
Index of all activities carried out in the P&L or DA test shops

Cuts



## 8. CHANGES RELATING TO THE AGREEMENT

All previous benefits and continuous improvement achievements on the site, from previous Tighes Hill Site Agreements, shall be maintained unless otherwise altered by this Agreement.

### 8.1 Full Cylinders into Tighes Hill Stock

If there is a need to bring cylinders into Tighes Hill stock due to increased customer demand and empty cylinders are available to be transferred to Tighes Hill then these empty cylinders will be transferred into Tighes Hill stock. If the only available cylinders are full then consultation with the Union (AWU/FIMEE, TWU) will occur before the cylinders are ordered.

### 8.2 Tea Money

Meal Allowances will be paid through the Payroll System unless the employee requires cash to purchase a meal during that overtime period.

### 8.3 MAINPAC: Maintenance

Fitters to close off their own job card information directly into MAINPAC. This will assist in allocating hours of the maintenance fitters amongst other improvements in programmed maintenance and condition monitoring.

### 8.4 MAINPAC: Store

The Storeperson has been and will continue to input stock information into the MAINPAC Inventory Control System. This is part of BOC Gases ongoing improvements in relation to Materials Management.

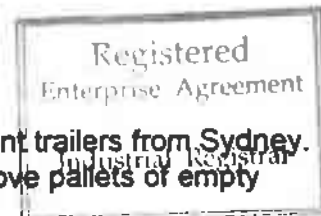
### 8.5 Clothing Issue

Clothing will now be issued once per year, a reduction from the Winter and Summer Issues previously agreed to. This will minimise administration costs, delivery costs and accounts payable processing time. There are 38 points to be allocated each year.

### 8.6 Increased Flexibility

- The Workloaders will be unloading additional refrigerant trailers from Sydney.
- In order to enhance customer service, the AWU can move pallets of empty cylinders from the ground to P&L filling bays.
- DA employees can move empty DA cylinders in pallets from dock to DA filling area.
- Workloaders can move pallets of carbide drums from storage area to generator area.
- Movement of manpacks into/out of the workshop is done flexibly by either AWU or TWU employees.

This will take place after consultation between the parties involved, to ensure no conflict arises.



**Other Recent Changes for Improvement that have been introduced include:**

- Establishment of a rotating order roster of availability for after-hours breakdown maintenance.
- On any shift if a fitter is unavailable and production requires a lead change then replacement of filling leads can be carried out by Production Operators. The lead will be assembled by fitters in preparation for this task.
- Fitters to calibrate and repair instrumentation on site as part of normal job. This does not include daily condition monitoring and calibration of filling analysers.
- TWU can deliver empty cylinders to the filling manifold and remove full cylinders from the filling manifold (except during industrial disputes).
- Access throughout the site to assist in transporting LPG and sorted SOC cylinders to their respective storage areas and DA cylinders to the DA works area as appropriate.
- The training and establishment of a Consultative Committee
- The AWU/FIME Employees carry out work as TA's for the fitters (A.M.W.U.).
- As part of the continuous improvement the fitters are tracking and recording breakdown hours and job card completion rates.
- The works loaders have implemented a "use first " system with cylinder stocks.
- Employees have provided full support to the BHP Plant
- The Mainpac System is being used to control Maintenance and inventory control activities, the WCS has also been incorporated in the store.
- Employees have been involved in preparing, writing and following procedures; assist in running toolbox meetings; conducting planned inspections; and participating in Quality Panels.
- All previous continuous improvement achievements on the site shall be maintained.

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## 9. NEW TECHNOLOGY

New Technology will be accepted to the site for the life of the Agreement. Employees will be fully trained in the use/operation of new equipment. No employee will be asked to carry out any task that is considered unsafe. It is recognised that the introduction of new technology is likely to occur as necessary to improve or maintain:

- quality of product
- productivity
- general performance of BOC Gases's business in Tighes Hill.

Examples of previous changes involving technology are:

SAPPHIRE

OPAL

Extending the product range

Carbide Drum Crusher.

e.g. higher pressure filling.

This reduced the volume of scrap metal to be removed from the site.

Use of PC for Production Planner.

This is to assist in the collection and recording of production information in order to assist in the daily production planning process and production reporting.

Improved Analysis Equipment:

Use of improved analysis equipment to ensure product purity meets the ever increasing standards required to meet customer demand.

Ultrasonic Cylinder Testing:

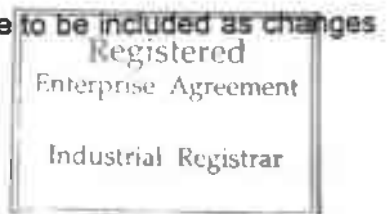
Use of new equipment (the first of its kind) to test the integrity of cylinders in conjunction with traditional test methods.

Manual Handling Equipment:

New equipment to handle carbide to assist in the job and reduce potential manual handling incidents.

Should any changes to work structures be required as a result of new equipment or technology this will be carried out through consultation with employees, supervisors, leading hands and union delegates should they be required. It is likely that the Tighes Hill Consultative Committee would be used for consultation with employees and for the devising of an implementation program for any new technology.

Changes to work practices as a result of new technology are to be included as changes in the next Agreement.



## 10. NO EXTRA CLAIMS

The parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increases sought, or granted except for those provided under the terms of this Agreement.

All parties undertake that the terms of the Agreement will not be used to progress or obtain similar arrangements or benefits in the other business units of the Company.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.



## PART 2 - TERMS OF EMPLOYMENT

### 11. HOURS OF WORK

#### 11.1 General

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.

#### 11.2 Day Work

The normal working hours for day work will be as follows:

Commence 7:00 a.m. Finish 3:30 p.m. daily

This span of hours will include a 10 minute paid break, but will exclude a 30 minute unpaid Crib break.

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.

#### 11.3 Shift Hours

The normal shift hours will be as follows:

Day Shift : Commence 7.00 a.m.  
Finish 3:00 p.m. daily

Afternoon Shift: Commence - 3:00 p.m.  
Finish - 11:00 p.m.

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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.

This span of hours will include a 10 minute paid break and 20 minute paid crib break. Wherever necessary, breaks and crib breaks may be staggered to ensure continuous production.

Employees will be required to work rotating shifts being alternate week change-over.

It is agreed, however, that for specific nominated Employees the requirement to rotate shift will not be exercised.

#### 11.4 DA Hours

The hours of work in the Dissolved Acetylene area are:

Day Work:	Commence - 7:00 a.m. Finish - 3:30 p.m.
Day Shift:	Commence - 6:00 a.m. Finish - 2:00 p.m.
Afternoon Shift:	Commence - 10:00 a.m. Finish - 6:00 p.m.

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.

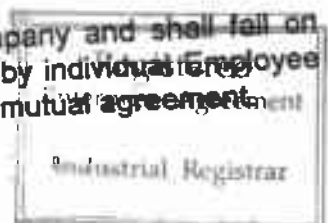
#### 11.5 Notice of Change of Working Arrangements

- a) 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.
- b) 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.

#### 11.6 Rostered Day Off

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 13th rostered day off is included in the four week Annual Leave entitlement as prescribed in the relevant Awards.

The scheduled rostered day off may be selected by the Company and shall fall on either a Monday or a Friday. Rostered days off may be varied by individual Employee circumstances and/or in accordance with workload demands by mutual agreement.



### 12. OVERTIME

#### 12.1. 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.

## 12.2. When Applies

All time worked beyond any ordinary time of work as prescribed in Clause 11, Hours of Work, 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.

## 12.3. For All Other Matters Related to Overtime:

- For Production and Maintenance employees who are members of the A.M.W.U. and AWU/FIME, this Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award, Part 1, Clause 21, 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.

## 12.4. 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 call-back.

## 13. COUNSELLING AND DISCIPLINARY PROCEDURE

### 13.1 General

Management requires all Employees to maintain a fair and reasonable output of work and to follow all reasonable procedures and instruction relating to work.

When an Employee's performance in any area (e.g. work attendance, punctuality, work performance, work safety, work attitude, compliance with rules and procedures), despite attempts made, through any number of previous informal counselling sessions by their Supervisor and/or attempts to retrain to bring about performance improvement, such performance continues to be of a standard unacceptable to the Company, the formal warning system will be implemented.

#### Behaviour that Warrants a Warning:

Behaviour that warrants a warning has to be of a serious nature or have serious safety implications before a warning would be issued or the next step in the Counselling Procedure invoked. Minor offences alone are not considered to be serious, however if minor offences are repeatedly incurred, the repetitiveness of the behaviour would then be considered to be of a serious nature and could invoke the next step in the Counselling Procedure.

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## 13.2 The Formal Warning System

### Step 1 - First Warning - Verbal

A first verbal warning to an employee by a supervisor or company officer must have a third party person present. The employee will be offered the option of having their union representative present before the warning is actually given. It will be the employee's option as to whether or not they desire their union delegate to be present during the issuing of this warning. Whenever practical, the employee's union delegate shall be advised prior to the formal warning.

The employee will be advised that failure to show the required improvement in the area for which the warning has been issued, or failure to perform satisfactorily in any other area for which a further warning is warranted, will result in proceeding to the second step of the formal warning system. This warning will remain active for three months.

### Step 2 - Second Warning - Written

A second warning in writing shall be issued to the employee by the supervisor and/or company officer in the presence of the employee's union delegate or, if requested, the appropriate union official. A notation will be placed on the employee's file recording the discussion and will remain on file for a period of three months. At the end of the three month period, the warning is then removed from file and destroyed.

As in Step 1 the employee will be advised that failure to show the required improvement in the area for which the warning has been issued, or failure to perform satisfactorily in any other area for which a further warning is warranted will result in proceeding to the third step of the formal warning system, i.e. a final written warning.

### Step 3 - Final Warning - Written

The final written warning is issued to the employee by the senior company officer in the presence of the employee's union delegate or, if requested, the appropriate union official. Copies of the written warning are provided to the supervisor and a copy inserted into the employee's personnel file. Additionally a copy will be sent to the employee's union.

The employee is advised that failure to show the required improvement in the area for which the warning was being issued, or failure to perform satisfactorily in any other area for which a further warning is warranted, may result in termination of employment with the Company.

This warning remains on the employee's file for twelve months and will be destroyed at the completion of this period.

### Step 4 - Termination of Employment

The employee is advised by the supervisor and senior company officer in the presence of the employee's union delegate, that their services are to be terminated.

## 13.3 Serious Misconduct

The Formal Warning System shall not apply to employees who perform acts of serious misconduct.

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Such acts warrant instant dismissal and the offending employee is advised by the supervisor or company representative, in the presence of their union delegate, of employment termination.

The following acts of serious misconduct fall within the scope of incidents which, if proven, will lead to instant dismissal:

- Fighting
- Theft of Company or another Employee's property
- Wilful damage of Company or another Employee's property
- Jeopardising the Employee's own safety and/or that of fellow Employees, including smoking in restricted areas
- Clocking another Employee's Bundy card
- Unauthorised possession or consumption of intoxicating beverages on Company premises
- Possession, taking or selling of illegal drugs (or drugs not medically prescribed) on Company premises
- Being under the influence of intoxicating beverages and/or illegal drugs (or drugs not medically prescribed) when reporting for duty

### 13.4 Probationary Condition

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).

### 13.5 Suspension

Employees may be suspended, rather than instantly dismissed, if the Company needs further time to assess the details of the incident, or to gather further information before making a decision regarding the seriousness of the incident. The Employee during suspension will be paid and the employee will be available for meetings in order to assist with the investigation if required. If there are any doubts about the employees involvement in the incident even after investigation then the employee will be reinstated.

### 13.6 Termination of Employment

Matters relating to the termination of employment will be in accordance with an Employee's appropriate award provision.

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This Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award Part 1, Clause 6 (d). This will cover Clause 13 of this Agreement - Counselling and Disciplinary Procedures, Step 1 to 4 of the Formal Warning System. However, these provisions will not apply to matters dealt with by the specific section of Clause 13.3 of this Agreement dealing with acts of serious misconduct which result in instant dismissal.

### 13.7 Notice of Termination

Matters relating to the termination of employment will be in accordance with an employee's appropriate award provisions.

Notwithstanding any term in the contract of employment issued by the Company as the "Letter of Offer". Termination's shall be implemented in conjunction with existing Company policies and practices.

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## 14. OCCUPATIONAL HEALTH AND SAFETY

### 14.1 Responsibilities:

It is a fundamental requirement of the Company that its business is conducted safely. It is a prime responsibility of all people employed in the Company to ensure that:

- Their jobs are performed safely and without injury to themselves or other members of the Company or the community.
- An active involvement in the Tighes Hill Occupational Health and Safety Program is maintained.
- The Company and Site rules are followed.

The Company will provide safe working conditions, define and teach safe working practices and provide information and control measures for hazards in the workplace and in the environment.

People will be held accountable for the safety and occupational health of persons working under their direction and for environment protection measures in the activities they control.

The Company's objective is the elimination of all incidents which could result in personal injury, occupational illness or damage to the environment.

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14.2 Personal Protective Equipment

14.2.1 Standards and Responsibilities

The procedure NWP-HS-015 'Personal Protective equipment Standards' details all the PPE Standards applicable to employees in BOC Gases NSW. This procedure details requirements, responsibilities and provides mechanisms such as check lists to assist in supervision and compliance.

The use of and correct fitting of PPE, as opposed to requirements, is outlined in procedure NWP-HS-020: 'Use, Fitting and Maintenance of Basic Personal Protective Equipment.'

Both procedures will be used throughout BOC Gases Tighes Hill.

14.2.2 Site Requirements

The site specific requirements for PPE will be assessed from time to time and communicated through the Occupational Health and Safety Committee that meets regularly on the site. This information will be further reinforced through Toolbox Communication Meetings.

Areas of concern highlighted through surveys and investigation will be solved through engineering out the problem. If such a solution is not possible then PPE will either be mandatory (compulsory) according to Australian Standards or a recommendation by an experienced Industrial Hygienist. Mandatory requirements will be indicated by blue PPE signs located appropriately. Failure to comply may result in disciplinary action.

Mandatory PPE Areas and the Equipment required for these areas are:

AREA

- Workshop
- Compressor Room
- Valve Room
- P&L Test Shop
- Filling manifolds
- DA Generator/Carbide Handling
- DA Test Shop
- Sludge Pits

PPE REQUIRED

- Hearing protection/Eye protection
- Hearing protection
- Eye protection
- Hearing protection/Eye protection
- Eye protection
- Hearing protection/Eye Protection/Gloves/Mask
- Eye protection/Mask
- Eye protection/Gloves

Recommended PPE will be communicated through the OH&S committee and reinforced through Toolbox Communication Meetings.





## 15. REHABILITATION

The Company will attempt to ensure that any Employee who incurs a work related injury is provided with the earliest and most suitable treatment to ensure minimisation of the injury and an early return to work.

It is agreed by the parties that rehabilitation programmes will be conducted in accordance with the guidelines for Workplace Based Occupational Rehabilitation Programme under the provisions of the NSW Workers Compensation Act 1987.

Programmes relating to Employees who are unable to conduct their normal full range of duties due to personal injury both work and non-work related, will not be hindered by demarcation or Union jurisdiction of any and all Unions on site.

Employees of any Union shall, on return to work after work injuries/illnesses or non-work related injuries/illnesses, be provided with appropriate alternate duties, wherever available, as specified by the relevant Rehabilitation Programme, and the employees shall perform these duties as allocated.

In sourcing appropriate alternate duties, in the first instance, every effort will be made to find suitable duties within the employees current work area. If this is not possible, but appropriate alternative duties are available in another area, the relevant Union will be consulted before the employee takes up duties in this other area.

Any difficulties arising from this clause shall be referred for resolution to the Union Representative of those Unions involved, in conjunction with the Company nominated representative and the Health and Safety Committee.

## 16. REFUSAL TO WORK ON GROUNDS OF UNSAFE OR HAZARDOUS WORK

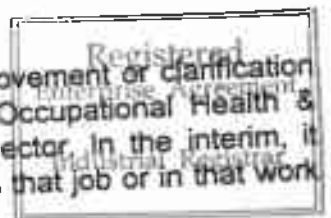
The following procedure should be used if a situation arises where a person refuses to carry out work which they perceive as threatening to their health and safety.

If an obvious emergency situation exists due to malfunction, accident or other circumstance, action in accordance with site Emergency Procedures must be taken.

Where no obvious emergency situation exists however, if the person genuinely believes there is a serious risk to health and safety, they should report the matter immediately to the area supervisor or other appropriate member of the management team.

This group, together with the area Health and Safety representative should thoroughly investigate the situation. If the investigation results in a satisfactory solution or clarification, the person returns to work.

Should this joint consultation and investigation not lead to improvement or clarification and the person still has reasonable grounds to refuse, the Occupational Health & Safety Committee Chairperson will notify the appropriate inspector. In the interim, it may be necessary for the manager to direct that work cease on that job or in that work area.



The inspector will inspect the situation with the management and Health and Safety representative. The inspector will order additional improvement to be made or require that the person returns to work.

The Quality/Safety Department should be included in the discussions, and it may also be appropriate in some circumstances, to consult with BOC Gases Health and Safety specialists.

The circumstances that led to the refusal to work should be investigated by the Occupation Health and Safety Committee. This review will enable action to be taken to ensure hazard identification and control procedures are working effectively.

## 17. WORKERS' COMPENSATION

The Company is a self insurer and will continue to conduct Workers Compensation in accordance with the provisions of the NSW Workers Compensation Act 1987.

## 18. CASUAL AND TEMPORARY LABOUR

From time to time the Company may require short term or temporary labour in response to operational needs including unforeseen staff shortages. This will be covered in the following ways:

### 18.1 Casual Employment

People may be employed either directly by the Company or through the Newcastle Union Co-operative or private agency for a period of no greater than 20 working days.

Preference will, wherever possible, be given to the Newcastle Union Co-operative. However, where the Company employs directly, the Employee shall be paid the normal shop rate, plus 20 percent.

This Agreement recognises that wherever possible any operational shortfalls should, in the first instance, be supplemented by reasonable levels of overtime provided by existing staff.

### 18.2 Temporary/Short Term Employees

People may be employed by the Company for a period up to three months or longer as agreed between the Company and the appropriate Union Organiser. Such employees will receive all the normal Company benefits attributable to long term employment.

During this period the employee is considered to be on Probation and could be terminated with one weeks notice. If the Temporary contract is extended past three months with the same employee then they would no longer be under probationary conditions. However for the contract to be extended, their work performance would have to be at a level acceptable to the Company. If there is any doubt about competence, then the probation condition may be extended (in writing) for a further three months. Only one extension of probation is acceptable.

This clause (specifically the timing constraints) does not apply when a Temporary employee is engaged for a 12 month or fixed/long term assignment to provide coverage for Parent Leave situations.

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### 18.3 Training of Casual and Temporary Employees

Casual and Temporary labour shall undergo sufficient training to ensure that they work safely and in accordance with relevant procedures and practices.

## 19. CONTRACTORS

The role of Contractors at Tighes Hill is two fold:

- (i) To carry out specific tasks which cannot be carried out by BOC Gases personnel due to workload or skills required.

(If time permits and it is practical BOC Gases should make training available so that these skills can be acquired).

- (i) To carry out project work in which case the cost of the contractors work will be debited to a CEV. When required, and this will be determined through an assessment of work load and discussion with the relevant union. Note Contractors will provide a quotation for the specific project and will not be employed on an hourly basis but to carry on until task is complete.

**Note:** Contractors would not be used to perform Works Loading, Cylinder Maintenance or Filling work except in extraordinary circumstances and then only with prior consultation with the appropriate unions and if also only if the Contractors are appropriately trained.

## 20. LEAVE

### 20.1 Parental Leave

Employees are entitled to maternity, paternity, and adoption leave and to work part-time in connection with the birth or adoption of a child.

The Metal Industry Award shall be referred to for detail, but in general the following provisions apply:

Parental Leave is unpaid leave.

#### 20.1.1 Paternity Leave

**Eligibility** - Paternity leave will be granted to fathers, providing the employee has a minimum of 12 months continuous service preceding the absence. A Statutory Declaration detailing that the father will be the primary care-giver of the child, must support the application for paternity leave.

**Entitlement** - An employee may be absent on paternity leave for one week at the time of the mother's confinement. This unpaid leave may be concurrent with the mother's maternity leave. Paternity leave remaining of up to 51 weeks, including requested annual leave and long service leave, can be taken in one unbroken period. This leave will be reduced by any period of maternity leave taken by the mother in relation to the child.

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### 20.1.2 Adoption Leave

**Eligibility** - Adoption leave will be granted to an employee with a minimum of 12 months continuous service preceding the absence.

It is required that the application for adoption leave be supported by a statement from the relevant authority confirming the adoption of a child.

**Entitlement** - An employee may be absent on adoption leave for up to three weeks at the time of the placement of the child. This unpaid leave may be taken concurrently by both parents.

The remaining 49 weeks of adoption leave, including requested annual leave and long service leave, can be taken by either one parent in an unbroken period. Any adoption leave taken by one parent reduces the leave which can be taken by the other parent.

### 20.1.3 Maternity Leave

**Eligibility** - Maternity leave will be granted to an employee who becomes pregnant and will be the primary care-giver for the child, providing that the employee has a minimum of twelve months continuous service preceding the absence.

It is required that the application for maternity leave be supported by medical certification of the pregnancy and the expected date of confinement.

**Entitlement** - An employee may be absent on maternity leave for a maximum period of 52 weeks, including annual and long service leave. The period of maternity leave must be taken in one unbroken period and shall be reduced by any period of paternity leave taken by the father.

### 20.1.4 Returning from Parental Leave

The Company will make available to an employee who returns to work at the conclusion of parental leave:

- a) the former position of the employee;
- b) where the former position of the employee has ceased to exist another position, for which the employee is capable or qualified, and which is as close as possible in status and salary or wages to that of the former position.



BOC Gases will not employ a person in the former position of an employee who is taking or will be taking parental leave unless the Company has informed that person of the rights of that employee in relation to their former position.

The absence of an employee on parental leave will not be regarded as interrupting or affecting the continuity of the service by the employee with BOC Gases. However, parental leave absence will not be counted as service.

The Company will not terminate the employment of an employee by reason only of the fact that the employee is or has been pregnant or absent on parental leave.

### 20.1.5 Part-time Employment Associated with Birth of a Child

The provisions for part-time employment associated with the are as follows:

#### Eligibility and Entitlement

Part-time employment shall only be worked by agreement be the Company. It may be either in conjunction with, or in paternity or adoption leave.

The part-time work engaged in need not be the same as the v but in the case of award related employees shall be work cover the appropriate award.

An employee may work part-time during the period between the b second birthday, or in the case of adoption during a period of placement of the child.

In addition to part-time work engaged in after the birth of her child, may work part-time during the pregnancy where this is necessary or

An employee working part-time under these policy provisions, will re of pay and pro-rata conditions prescribed by the employees app Company policy.

The Company will make available to an employee with 12 months a prior to commencing part-time work, the former full-time position.

The former position of the employee will be made available once only, i that an employee may work part-time during a number of periods. This apply to a female employee, only at the completion of part-time work i the birth.

This provision is independent of the return to work policy which applies maternity, paternity or adoption leave.

### 20.2 Single Day Annual Leave

With the break-up of Annual Leave, it is agreed in principle that employe leave in one or two periods. However, employees may keep a small num unused for the purpose of having single-day Annual Leave periods.

When applying for Single-day Annual Leave the following conditions will apply

- is it practical to the workplace (i.e. how many other employees are on A Leave or RDO's). If it is impractical from a work point of view, the leave be refused by Supervisors

- 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 m 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.

### 20.3 Family Leave

The ability to use sick leave accrued since 4th April 1995 as Family Leave has been accepted by BOC Gases in accordance with the decision of the Australian (Federal) Industrial Relations Commission in relation to Family Leave Provisions.

Basically this allows (excerpt from Federal Metal Industry Award 1984 Part I):

#### 24(g) Use of Sick Leave (AA16)

- (i) An employee with the responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.
- (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) The employee being responsible for the care of the person concerned; and
  - (2) The person being either:
    - (a) A member of the employee's immediate family; or
    - (b) A member of the employee's household.
  - (3) The term "immediate family" includes:
    - (a) A spouse, (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
    - (b) A child or an adult child (including an adopted child, a child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

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- (iv) The employee shall wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 20.4 Long Service Leave

Long Service Leave is accrued in accordance with the NSW Long Service Leave Act as amended. The Act provides for 13 weeks long service leave after 15 years service with one organisation.

#### 21. 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.

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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## 22. EMPLOYEE ACCESS TO EMPLOYMENT RECORDS/PERSONNEL FILE

Under Company Policy employees have the right at all times to view their personal Personnel file. These files are held by the Personnel Department at Parramatta and can only be removed by a Personnel representative due to confidentiality and legal reasons. Employees who wish to view their file, are requested to contact the Personnel Department and a Personnel Representative will bring the file to Tighes Hill during their next site visit.

Files may only be viewed in the presence of the Personnel Representative. No documentation can be removed from a file nor is information on file to be altered. Sections of the file can be copied upon request. The Personnel Representative will make the copy and issue it to the employee.

No alterations can be made to a file. If information is incorrect, a note advising of the necessary correction can be made and added to the file.

Medical Reports for Workers Compensation purposes may be considered to be correspondence between the Company and the Doctor having legal implications and therefore may not be held in the personnel file. Employees are advised to obtain information directly from the Doctor during their consultation.

Employees are only given access to information concerning themselves, and not regarding any other employee.

The Personnel Representative will then return the file to Parramatta.





### 23. 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 purchasing their tools for tax verification.

### 24. 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 Company.



## 25. 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.

## 26. CLOTHING ISSUE

The Company provides a clothing issue mainly for Occupational Health and Safety reasons. However in providing this benefit Employees are requested to maintain an appropriate level in their standard of presentation. Clothes are to be worn with pride and to be neat and tidy at all times. Therefore shirts will be neatly tucked into trousers and any damaged clothes (e.g. with large rips) will not be worn. As part of the clothing issue, clothes damaged in the process of working will be replaced without penalty.

By being in uniform Employees are representing the Company and are therefore requested to do so with pride and dignity.

### 26.1 New employees will be issued with the following clothing items at the commencement of employment with the Company:

Initial Issue: 4 shirts  
4 shorts and socks/4 trousers/4 overalls  
1 pair of Safety Boots  
1 jumper / jacket / sloppy joe

Should an Employee commence during the winter months, a Company jacket will also be provided.

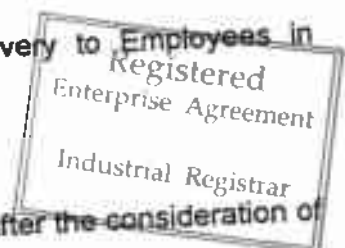
### 26.2 Except for new Employees receiving their initial issue, Employees will be allocated 38 points in February each year to be spent on clothing within the Company approved list of items.

### 26.3 Clothing items can be purchased only in February, for delivery to Employees in March/April.

### 26.4 No more than 60 points may be spent each year.

### 26.5 The Company will replace accidentally damaged clothing only after the consideration of each case on its own merits.

### 26.6 Where an Employee is required to wear overalls due to the nature of the job which they perform, then they will be required to make their choice of clothing under the points system according to the clothing requirements of the job. (Filters required to fill cyrofreeze or any bulk liquid are issued white overalls as part of PPE as and when required and not as part of the clothing issue).



- 26.7 Personal Protective Equipment, e.g. safety boots, will be supplied on a needs basis, and must be used.
- 26.8 Employees must wear BOC Gases uniforms while at work.
- 26.9 Employees must be neatly and cleanly attired and maintain their uniforms, with respect to minor repairs, in good order. A laundry service will be provided.
- 26.10 Clothing will be of a quality that will provide durable service for the period for which it is supplied and for normal use and will, wherever possible, be Australian made.
- 26.11 Clothing must be selected from the following list:
- 26.12 From time to time the Tighes Hill sub-Committee of the Health and Safety Committee may recommend additions or alterations to the list noted in 11 above.

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## BOC GASES UNIFORM ISSUE

NEWCASTLE - P&amp;L / DA / TESTSHOP / MAINTENANCE

EMPLOYEE'S NAME: \_\_\_\_\_

NAME ON SHIRTS: \_\_\_\_\_

ACTIVITY CENTRE NO: 405013 - \_\_\_\_\_

DATE: \_\_\_\_\_

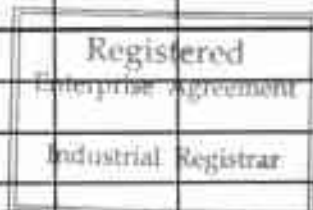
ACTIVITY CENTRE/DEPT. NAME: \_\_\_\_\_

AUTHORISED: \_\_\_\_\_

LOCATION: ELIZABETH STREET TIGHES HILL NSW 2297

TELEPHONE NO: (049) 404 414

<u>POINTS</u>	<u>ITEM</u>	<u>SIZE</u> PLEASE ENSURE THAT YOU WRITE IN THE CORRECT SIZES	<u>QUAN</u> <u>TITY</u>	<u>POINT</u> <u>S</u> <u>USED</u>
4	TROUSERS - GREY PERMANENT PRESS			
4	TROUSERS - GREY COTTON DRILL			
6	OVERALLS - GREY			
4	SHORTS AND SOCKS - GREY PERM. PRESS			
4	SHORTS AND SOCKS - GREY COTTON DRILL			
3	L/S STRIPED SHIRT - GREY			
3	S/S STRIPED SHIRT - GREY			
3	L/S GREY COTTON DRILL SHIRT			
3	S/S GREY COTTON DRILL SHIRT			
3	GRAND SLAM T-SHIRT - RED			
2	T-SHIRT - GREY			
3	SLOPPY JOE - RED			
10	ANTI - STATIC JACKET - BLACK			
10	BOMBER JACKET - BLACK (6503 LW COOPER)			
10	CASTRO JACKET - BLACK (6505 BLUEY - ZIP)			
8	JUMPER - RED			
8	JUMPER - GREY			
8	VEST - RED			
8	HAT			
2	BELT			
6	THERMAL PANTS			
6	THERMAL VEST - ROUND NECK - SHORT SLEEVE			
6	THERMAL VEST - ROUND NECK - LONG SLEEVE			
6	THERMAL VEST - V NECK - SHORT SLEEVE			
6	THERMAL VEST - V NECK - LONG SLEEVE			
3	THERMAL SOCKS - SIZE 6-11 ONLY			
1	WORK SOCKS - ONE SIZE ONLY 6 - 10			



Points Available: \_\_\_\_\_

I wish to order the above clothing and with the available points

Points Used: \_\_\_\_\_

I have received the above clothing: YES/NO

Supervisor's Signature: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

## PART 3 - EMPLOYEE RELATIONS

### 27. 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.

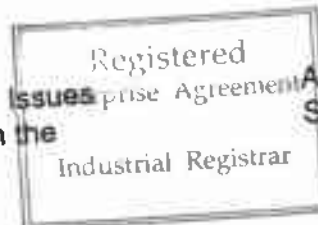
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## 28. COMMUNICATION MEETINGS

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
First Aiders	Maintain first aid skills and knowledge	Advise the OH&S Nurse
Engineering Audit Meetings	To monitor progress of actions	Raise with supervisors



ISRS Element Leaders	To monitor progress of Safety programme	Advise Element Leaders
QA	To maintain Quality Programme	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
<b>Occupational Health and Safety Meetings:</b>		
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	

### 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.



## 29. COMMUNICATION

### 29.1 SITE UNION MEMBERS MEETINGS

Each quarter (3 months) each of the Trade Unions represented on site (the TWU, AMWU and AWU/FIME) will be permitted a 1 hour paid members meeting. The provision of this time 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:

- (i) 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.
- (ii) 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.
- (iii) 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.

### 29.2 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 meetings 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:

- (i) 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.

Registered  
Enterprise Agreement

Industrial Registrar  
for a particular Union or



- (ii) Upon provision of a valid reason for the meeting by Union Delegates the Site Manager will approve the meeting for a specific paid duration.
- (iii) Where a valid reason is not provided, the meeting will not be approved and the meeting will be unpaid.
- (iv) 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.
- (v) 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 31 of this Agreement - Disputes Procedure.

### 30. CONSULTATIVE COMMITTEE

It is recognised that if the Company is to become more efficient, productive and competitive, employee involvement is essential. Employees are provided with the opportunity to participate in this process and it is agreed they will do so.

The Tighes Hill Consultative Committee has been established and undergone training. The aim of this committee is to provide employees with the opportunity to be involved in problem solving, decision making and implementation of solutions related to the Tighes Hill site activities with a view to increasing the efficiency, productivity and competitiveness of BOC Gases, and enhancing the career opportunities and job security of Employees. The Committee has a constitution which covers the topics of:

- Objective
- Composition
- Method of Election
- Office Bearers/Role of Office Bearers
- Meeting guidelines
- Agenda guidelines
- Recording of Minutes
- Training for Committee Members
- Use of and Attendance of Visitors
- Method of Decision Making
- Rights and Duties of Members
- Relationship to other Site Committees
- Method of Assessing and Review Committee Performance

This committee recognises that the site has a Single Bargaining Unit to discuss Industrial Relations issues and Enterprise Agreement Issues.



### 31. DISPUTES PROCEDURE

Disputes arising between the Company and employees who are employed under this Agreement shall be settled in accordance with the Procedure set out below:

31.1 Where an employee or Delegate has submitted a request concerning any matter directly connected with employment to a supervisor or a more senior Representative of Management and that request has been refused, the employee may, if they so desire, ask the Union Delegate to submit the matter to Management.

The Company and Union Representatives will agree that a response will be given within an agreed time frame, but should not be more than 2 working days.

31.2 If not settled at this stage, the matter shall be formally submitted by a State Official of the Union to the Company.

31.3 If not settled at this stage, the matter shall then be discussed between the Union and the Company who may be represented by such Officers or Representatives as the Union and the Company may desire.

31.4 If the Dispute is still not resolved, the matter shall be notified to the appropriate State or Federal Industrial Commission for resolution.

31.5 Where the procedure set out above is being followed, work shall continue as normal.

No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this sub-Clause. In the event of any alleged serious Safety issue, or unsafe working condition, the Management shall immediately investigate any such allegation in consultation with the Chairperson of the Safety Committee and together with competent Safety Advisors, as agreed upon between the parties.

### 31.6 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:

#### 31.6.1 Medical and Similar or Associated Customers

Oxygen  
Air  
Carbon Dioxide  
Pellets  
Nitrous Oxide/Entonox  
Liquid Oxygen

#### 31.6.2 Customers Requiring Goods for Safety Purposes

Purging of Inflammables  
Mineshield  
Fire Fighting Services

#### 31.6.3 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.



## 32. REDUNDANCY

### 32.1 Definition

A job is redundant when an employer no longer desires to have it performed by anyone.

### 32.2 Deciding Which Employees are Redundant

The employees will be informed that a position (or positions) has become redundant. The reasons for the redundancy(ies) will be discussed as well as the number involved. The workforce will discuss the redundancy and determine which employee(s) would agree to become redundant.

The Workforce will use their Seniority guidelines if there is no clear volunteer from the area for the redundancy.

The final decision will be based upon consultation between the Company and the Workforce.

It is the intention of this Clause that consensus will be reached prior to the redundancy becoming official. For this reason, the Company will follow the recommendation reached through joint consultation with the workforce.

### 32.3 Terms of Redundancy

The Company has a Separation policy which is aimed at fairness to employees and which meets business needs.

Redundant employees are normally entitled to compensation for job loss or a severance payment. The amount of this payment will be determined by the General Manager Gases NSW in consultation with the Director - Human Resources. This payment will be no less than previous CIG Gases NSW / BOC Gases NSW retrenchment packages, for example that offered under the "Breakthrough II Initiatives".

### 32.4 Counselling and Outplacement

In certain circumstances it may be appropriate to provide outplacement assistance. If provided, the cost of such services will be borne by the business unit. The Personnel Department will provide advice of appropriate consultants. This would include assistance with:-

- Interview techniques training
- Contacting potential employers
- Typing application letters
- Preparing resume for employees.



**PART 4 - EMPLOYEE DEVELOPMENT****33. TRAINING AND DEVELOPMENT**

The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of the Company and Australian industry generally, a greater commitment to training and skill development is required.

Therefore, the parties commit to:

- i) Developing a more highly skilled and flexible Workforce
- ii) Providing employees with career opportunities through appropriate training to acquire additional skills; and

The Company shall ensure the training programme is consistent with:

- i) The current and future skill needs of the Company
- ii) The size, structure and nature of the operations at Tighes Hill
- iii) The need to develop vocational skills relevant to the Company and the metal and engineering industry through courses conducted by accredited educational institutions and providers, and through the training techniques of in-house accredited trainers.

The first eight (8) hours of training shall be paid at normal time. If training continues past 8 hours, overtime will then be paid except on Saturdays, Sundays or Public Holidays when overtime rates will apply all day.

Employees must be advised early of the change of work hours to attend training or otherwise they might start at 7:00 am before attending the course, in which case after 3:00 PM or 3:30 PM (whichever is relevant for normal hours), they would be on overtime.



## PART 5 - REWARD AND RECOGNITION

### 34. CLASSIFICATION STRUCTURE

Nothing in this Agreement will detract from the National Metals Competency Standards.

Rates of Pay are based upon the level of skill, knowledge and responsibility which an employee is required to demonstrate and the requirement that employees maintain appropriate standards of performance.

The Classifications that apply at Tighes Hill are detailed below:

#### 34.1. Probationary Production Operator (Process Worker on Probation)

A "Probationary Production Operator is an employee who is undertaking a program of orientation and skills development for a Production Operator Grade 1. The orientation program includes: information on the structure, history and market place of BOC Gases; product applications; conditions of employment; site safety rules; guidelines and procedures and general workplace orientation and introductions.

Progression to Production Operator Grade 1 is based on the employee satisfactorily demonstrating competency in the areas covered by the orientation program and achievement of the core skills required for a Production Operator Grade 1. This would normally take about 3 months, but may take up to 6 months.

A Probationary Production Operator will work under the direct supervision of a Leading Hand and is expected to demonstrate basic understanding of the quality control/assurance procedures and standards to be met in their direct area of work.

#### 34.2. Production Operator Grade 1 (Process Worker - Base)

A Production Operator Grade 1 safely and efficiently operates machinery and carries out processes in the areas of cylinder filling and handling involving cylinder identification, sorting, forklift operations, cylinder testing and filling. They successfully have completed and maintain the skills required by the Company to perform at this level.

Indicative duties for this classification are:

Completes and signs all required paperwork including filling logs, condition monitoring sheets and quality control charts;

Completes one or more of the following functions:

oxygen filling; nitrogen filling; argon filling; air products filling; acetylene filling; CO2 filling; refrigerant filling; LPG filling; medical air products filling. In cylinder valve maintenance; cylinder preparation; sorting; forklift driving. Pre-fill inspections and devalving; refrigerant testing; DA testing; cellamix filling.

Attends:

safety meetings; communication sessions and team briefing and interacts with other Operators so as to complete relevant tasks.



Employees in this classification will be responsible for the quality of their own work subject to routine supervision and will contribute to and participate in quality, service and safety activities. During the first 3 months in this classification, employees will undergo intense training to learn all tasks required of a Production Operator Grade 2. Progression to Grade 2 is based on the employee satisfactorily demonstrating competence.

### 34.3. Production Operator Grade 2 (Process Worker 1)

A Production Operator Grade 2 safely and efficiently operates machines, and carries out processes in the areas of cylinder filling and handling that are more complex than required of a Production Operator Grade 1 involving mixture filling and/or cylinder testing. They operate with flexibility to perform the duties of a Production Operator Grade 1 as required.

Indicative duties for this classification are:

Completes and signs all required paperwork including filling logs, condition monitoring sheet and quality control charts, assists in writing and preparing procedures, conducting planned inspections.

Completes one or more of the following tasks in addition to those outlined for a Production Operator Grade 1:

Argosshield filling; storage and pump operation; hydrostatic testing; valve maintenance; ultrasonic cylinder testing; privately owned cylinder testing; and Privately Owned Cylinder filling and changes filling leads and generator operation.

Attends:

Safety meetings; communication sessions and team briefings and interacts with other operators so as to complete the relevant tasks.

Performance standards for this grade include:

- the collection, analysis and organisation of information; use of mathematical ideas and techniques; manual dexterity; efficiency and safety; and the use of technology;
- the requirement to manage a number of different tasks within the job.
- the requirement to respond to irregularities and breakdowns in routine operations including problem solving.
- the requirement to deal with responsibilities and expectations of the work environment including communication of ideas and information reporting
- the need to work with others particularly in teams.

This level of performance gives the full flexibility that is required for the Tighes Hill site to operate efficiently and effectively. Employees in this classification will be responsible for their own work, subject to general supervision and will contribute to and participate in quality, service and safety activities.



### 34.4 Production Leading Hand (Leading Hand)

A Production Leading Hand is responsible for the day-to-day running of a designated work area or team to safely and efficiently meet work requirements and targets in accordance with the appropriate procedures and standards. They have successfully completed and maintain the skills required by the Company for this role and usually have a minimum of three years operations experience in the relevant work area of a Leading Hand.

Indicative duties for this classification are:

- Operational requirements in accordance with the Tighes Hill site.
- Allocation of tasks to available trained operators to ensure that production requirements are met.
- Monitoring the work performance of operators on shift and ensure that they follow established procedures.
- Ensuring paperwork is completed correctly and signed off in accordance with procedures.
- Monitoring filling systems by performing settled pressure tests where relevant.
- Complete stores and maintenance requests as required.

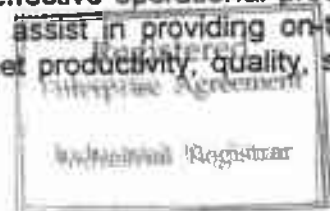
Attends:

Safety meetings; communication sessions, team briefings and production meetings to discuss weekly priorities and interacts with all site personnel to complete the relevant tasks.

In addition to these duties the Production Leading Hand undertakes Train the Trainer and is responsible for training other employees on site.

The complexity of this classification is the requirement for "Instructors Training" and the need to provide the resource of an available trainer for the site.

Employees in this classification will be responsible for their own work, subject to limited supervision and will be able to identify ineffective operational processes and option/solutions for improvement, they also assist in providing on-the-job training and co-ordination of a work team to meet productivity, quality, service and safety objectives.



### 34.5 Production Planner

The Production Planner must have successfully completed and maintain the skills required by the previous Production classifications.

Indicative duties for this classification are:

- Recording all P&L and DA production quantities off cylinder filling sheets and calculating the final volumes filled each month.
- Identifying priority requirements for all the P&L and DA production areas in consultation with the gas order summary each day.
- Record and report daily test shop output and calculate and compile a monthly summary.
- Identify priority requirements for the P&L Test Shop
- Count empty cylinders daily, compile and distribute production requirements
- Daily check calibration of analysers used in the production process.
- Quality control of all imported bulk liquid to the Tighes Hill site and monthly reconciliation of all bulk liquid received onto the site.
- Security inspections; cylinder sorting, testing and filling as required; training of production employees as required.
- Consult with the Production Supervisor regarding overtime requirements if needed.

### 34.6. Probationary Maintenance Fitter

A Probationary Maintenance Fitter is an employee who is undertaking a program of orientation and skills development for a Maintenance Fitter - Level 1. The orientation program includes: information on the structure, history and market place of BOC Gases; product applications; conditions of employment; site safety rule; guidelines and procedures and general workplace orientation and introductions. A trade certificate is mandatory.

Progression to Maintenance Fitter Level 1 is based on the employee satisfactorily demonstrating in the areas covered by the orientation program and achievement of the core skills required for a Maintenance Fitter Level 1. This would normally take about 3 months, but may take up to 6 months.

A Probationary Maintenance Fitter will work under the direct supervision of the Maintenance Leading Hand and is expected to demonstrate basic understanding of the quality control/assurance procedures and standards to be met in their direct area of work.

<p>Registered Enterprise Agreement Industrial Registrar</p>
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### 34.7 Maintenance Fitter - Level 1

A Maintenance Fitter Level 1 safely and efficiently performs their duties and will have successfully completed and maintain the skills required by the Company to perform at this level.

Indicative duties for this classification are:

- Fitting and machining of various equipment for both the Tighes Hill and Kooragang Island sites.
- Light fabrication work including welding.
- Pneumatic controls
- Plant maintenance - P&L filling; P&L testing; Acetylene Works; CO2 Plant and
- Mineshield equipment.
- Updating of the Mainpac system and compliance with Mainpac maintenance scheduling system
- Participation in Company Safety, quality and Service programs, including involvement in planned inspections and other health and safety elements.

### 34.8 Maintenance Fitter Level 2

This classification is similar to the Maintenance Fitter Level 1 with the addition of one of the following training modules:

Mineshield  
Tanker Maintenance  
Pneumatics

### 34.9 Maintenance Fitter Level 3

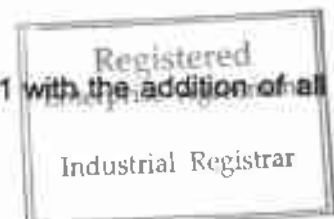
This classification is similar to the Maintenance Fitter Level 1 with the addition of two of the following training modules:

- Mineshield
- Tanker Maintenance
- Pneumatics

### 34.10 Maintenance Fitter Level 4

This classification is similar to the Maintenance Fitter Level 1 with the addition of all of the following training modules:

- Mineshield
- Tanker Maintenance
- Pneumatics



### 34.11 Maintenance Fitter Leading Hand

This classification is similar to the Maintenance Fitter Level 4 with the additional responsibilities of Leading Hand.

Indicative Leading Hand responsibilities are:

- Allocation of work to maintenance fitters and compilation of weekly time sheets.
- Quarterly liquid sampling of all production bulk storage vessels in Newcastle.
- Relief CO2 plant operator
- Pneumatic controls and troubleshooting
- Monitoring supplies of consumable and raising stores requisitions as required.
- Training of Fitters and operators on site as required.
- Relief Maintenance Planner

#### 34.12 Maintenance Fitter - Level 5 (Dual Trade)

This classification is similar to the Maintenance Fitter Level 4 however in addition to a mechanical trade, an electrical/instrumentation trade is also required.

Additional duties include:

- Instrument maintenance in addition to mechanical maintenance work.
- Knowledge in analysis instrumentation/electronic control/pneumatic control and PLC control is also required.

#### 34.13 Probationary Forklift Operator

A Probationary Forklift Operator is an employee who is undertaking a program of orientation and skills development for a Forklift Operator Grade 1. The orientation program includes: information on the structure, history and market place of BOC Gases; product applications; conditions of employment; site safety rules; guidelines and procedures and general workplace orientation and introductions. A forklift ticket/permit is mandatory for this classification.

Progression to Forklift Operator Grade 1 is based on the employee satisfactorily demonstrating competency in the areas covered by the orientation program and achievement of the core skills required for a Forklift Operator Grade 1. This would normally take about 3 months, but may take up to 6 months.

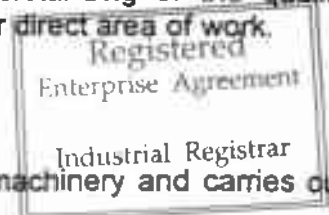
A Probationary Forklift Operator will work under the direct supervision of the Leading Hand Forklifts and is expected to demonstrate basic understanding of the quality control/assurance procedures and standards to be met in their

#### 34.14 Forklift Operator Grade 1

A Forklift Operator Grade 1 safely and efficiently operates machinery and carries out duties in relation to the loading and unloading of trucks.

Indicative duties:

- Load and unload cylinder vehicles
- Provide empty cylinders to and remove full cylinders from assigned production areas on the instruction of the area leading hand



- Provide service to assigned cylinder maintenance areas on the instruction of the area leading hand.
- Assist forklift operators make up loads by sorting cylinders on the full cylinder dock and in the yard as required.
- Complete appropriate records for the above tasks.
- Inspect and sort cylinders returned from customers into pallets for appropriate cylinder filling or maintenance areas.
- Relieve the cylinder sorter as required.

#### 34.15 Leading Hand Forklift Operator

The Leading Hand Forklift Operator is responsible for the day-to-day running of the Works 34.15 Leading Hand Forklift Operator

The Leading Hand Forklift Operator is responsible for the day-to-day running of the Works Loading/Unloading activities to safely and efficiently meet work requirements and targets in accordance with the appropriate procedures and standards. They have successfully completed and maintain the skills required by the Company for this role and usually have a minimum of three years experience in Works Loading/Unloading.

Indicative duties for this classification are:

- Operational requirements in accordance with the Tighes Hill site.
- Allocation of tasks to available trained operators to ensure that all forklift requirements are met.
- Monitoring the work performance of operators on shift and ensure they follow established procedures.
- Ensuring paperwork is completed correctly and signed off in accordance with procedures.
- Complete stores and maintenance requisitions as required.

**Attends:** Safety meetings, communication sessions, team briefings and meetings to discuss weekly priorities and interacts with all site personnel to complete the relevant tasks.

In addition to these duties the Leading Hand Forklift Operator undertakes Train the Trainer and is responsible for training other employees in the Works Loading/Unloading area.

The complexity of this classification is the requirement for "Instructor Training" and the need to provide the resource of an available trainer for the site.

Employees in this classification will be responsible for their own work, subject to limited supervision and will be able to identify ineffective operational processes and option/solutions for improvements, they also assist in providing on the job training and co-ordination of a work team to meet productivity, quality, service and safety objectives.

**Note:** Further progression for forklift operators is possible into driving activities.

### 35. ADJUSTMENT OF WAGES

The weekly wage rates of employees covered by this Agreement shall be increased by \$27.00 effective from the first pay period on or after signing of this Agreement, and \$27.00 effective from the first pay period twelve months after the Agreement was signed.

These increases will be payable for all purposes of the Metal Industry Award 1984 and the Transport Industry Mixed Enterprises (State) Award 1992 (NSW).

There shall be no further wage increases for the life of this Agreement or until the Agreement is terminated by mutual agreement in accordance with Section 170MN of The Act.

The unions party to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increases sought, or granted, except for those provided under the terms of this Agreement.

All parties undertake that the terms of the Agreement will not be used to progress or obtain similar arrangements or benefits in the other business units of the Company.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or in national standards such as standard hours of work, annual leave or long service leave.



### 36. PARTIES AND SIGNATORIES


BOC Gases is committed to the contents of this Agreement as a means of achieving competitiveness and efficiency, to provide greater employment security and to improve skills and earnings of employees.

It is also acknowledged that Union and Employer Associations are working together in the Workplace Reform and Award Restructuring process to design and develop more flexible work patterns suitable to the workplace of the 1990's. The Tighes Hill Agreement will endeavour to constantly become more effective and productive by the parties to the Agreement through the examination and discussion of work practices to be undertaken.

It is accepted that the following entities are party to this Agreement:

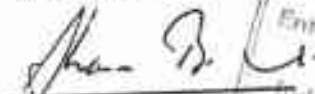
- 36.1 Australian Workers Union/Federation of Industrial Manufacturing and Engineering Employees (AWU/FIME)
- 36.2 Australian Manufacturing Workers' Union (AMWU)
- 36.3 Transport Workers Union (TWU)
- 36.4 BOC Gases employees who are members of these Unions and Federations
- 36.5 BOC Gases Australia Limited

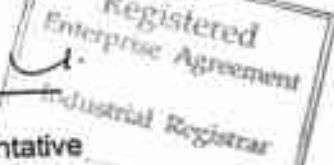
but for the purposes of the certification of the Agreement as a Certified Agreement under the Australian Industrial Relations Act 1988 ('the Federal Act'), the parties are those named in clause 37.2(a) and for the purposes of the registration of the Agreement as an Enterprise Agreement under the New South Wales Industrial Relations Act 1996 ('the NSW Act'), the parties are those named in clause 38.2(a).

  
Kerry Warner  
AWU/FIME Representative


  
Garry Warner  
AWU/FIME Representative


  
Steve Lason  
AWU/FIME Representative

  
Shaun Boland  
AMWU Representative



  
Bob Berlin  
TWU Representative

  
Sean Hardy  
Production Manager, Newcastle  
BOC Gases

  
Tammy Iselt  
Personnel Officer, NSW  
BOC Gases

  
Ron Rowe  
Production Manager, Newcastle  
BOC Gases

36. PARTIES AND SIGNATORIES (continued)

Gene Huddins  
TWU State Secretary



37. CERTIFICATION OF THE AGREEMENT AS A CERTIFIED AGREEMENT UNDER THE FEDERAL ACT

37.1 It is acknowledged by the parties that the certification of this Agreement as a Certified Agreement under the Federal Act is only in respect to those provisions of the Agreement which apply to or are capable of applying to employees, the subject of the Agreement and whose employment is otherwise regulated by the Federal Metal Industry Award, Part 1 1984 as varied or replaced from time to time and that provisions of this Agreement which do not apply to these employees, do not form part of the Agreement for the purposes of its certification as a Certified Agreement under the Federal Act.

39.2 In so far as the Agreement is certified as a Certified Agreement under the Federal Act:

- (a) the Agreement is between BOC Gases Australia Limited, ACN 000 029 729 and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, and the Australian Workers Union, which are industrial organisations of employees registered under the Federal Act; and
- (b) the Agreement relates to the enterprise of BOC Gases Australia Limited at Elizabeth Street, Tighes Hill.



38. REGISTRATION OF THE AGREEMENT AS AN ENTERPRISE AGREEMENT UNDER THE NEW SOUTH WALES ACT

- 38.1 It is acknowledged by the parties that the registration of this Agreement as an Enterprise Agreement under the New South Wales Act is only in respect to those provisions of the Agreement which apply to or are capable of applying to those employees, the subject of the Agreement and whose employment is otherwise regulated by the New South Wales Transport Industry Mixed Enterprises (State) Award, 1992 as varied or replaced from time to time and that provisions of this Agreement which do not apply to these employees, do not form part of the Agreement for the purposes of its registration as an Enterprise Agreement under the NSW Act.
- 38.2 In so far as the Agreement is registered as an Enterprise Agreement under the New South Wales Act:
- (a) the Agreement is between BOC Gases Australia Limited ACN 000 028 729 and the Transport Workers Union of Australia, New South Wales Branch, an industrial organisation of employees registered under the NSW Act; and
  - (b) the Agreement relates to the Enterprise of BOC Gases Australia Limited at Elizabeth Street, Tighes Hill.

