

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/62

I.R.C. NO: 96/6349

DATE APPROVED/COMMENCEMENT: 7 March 1997

TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 84

TITLE: BOC Gases Sydney Operations Agreement IV Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Employees of BOC Gases Australia Limited, Gases NSW located at Wetherill Park, Botany and Clyde.

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



SYDNEY
OPERATIONS
AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

IV

*Effective:
1st January, 1996*

FORWARD

The BOC Gases Sydney Operations Agreement was signed on **21st December, 1995** and was registered in the Australian 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, Sydney Operations Site, during some **two** months. They are to be commended for achieving this Agreement covering production on site, and involving the **four** Site Unions.

Where necessary, this Agreement may be varied to give effect to agreed changes in accordance with Section 170 ML of the Industrial Relations Act, 1988, and with the NSW Industrial Relations Act (1991).



INTRODUCTION

The Sydney Operations Agreement has been developed by the employees of BOC Gases Australia Limited (BOC Gases) to assist in achieving greater productivity, efficiency and industrial harmony.

It is recognised that the existing awards are somewhat restrictive and not specific to BOC Gases' 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 of 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' **VISION**, which states:

BOC Gases will be recognised as the most customer-focused industrial gases company world-wide.

We will achieve this vision through superior innovation and service created by working together around the globe.

One Vision

One Name

One Team

WE BELIEVE THIS AGREEMENT WILL BRING INDUSTRIAL PEACE TO THIS SITE.

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1. SCOPE

The Sydney Operations Agreement covers employees of the BOC Gases Australia Limited, Gases NSW, located at **or operating at** :

- 428-440 Victoria Street, Wetherill Park
- Lot 1, Cnr. Baker & Anderson Street, Botany
- **Durham Street, Clyde**

It is recognised that this Agreement is a progressive step in the process of award restructuring which aims to improve Company competitiveness and efficiency, provide greater job security and improve skills and earnings of employees.

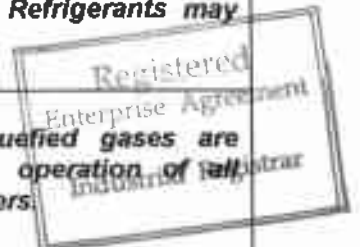
It is intended all employees will work together committed to promoting, maintaining and improving the high standards of occupational health, safety and systems to provide quality service and products throughout BOC Gases' operations and to BOC Gases' customers. This continuous improvement process will be implemented through the Quality Management System making use of Quality Panels and Consultative Committees.

Individual employees have different skills and levels of operational knowledge which BOC Gases will utilise on a flexible basis, in different job functions and work stations. this will ensure that employees are appropriately trained and will assist in meeting the business activities and customer supply demands of BOC Gases. Employees will be provided with the means to monitor and improve their own performance and will be encouraged to contribute to the improvement process.

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

References within this Agreement to locations are defined as follows:

AREAS		DESCRIPTION
Production ☆	DA	<p><i>Area in which dissolved Acetylene is manufactured and filled into cylinders. Acetylene cylinders are maintained, painted, repaired, tested and certified. Includes the use of a flameproof forklift for the unloading of carbide drums and the loading of empty wooden pallets.</i></p> <p><i>Resorting of these cylinders in the DA may occur once delivered into these areas.</i></p>
Production ☆	DA Refrigerant Filling	<p><i>Area where cylinders are maintained, repaired, tested, and painted and blown back through a recovery unit before being filled.</i></p> <p><i>Resorting of these cylinders in the Refrigerants may occur once delivered into these areas.</i></p>
Production ☆	P&L	<p><i>Area in which permanent and liquefied gases are inspected and filled. Includes the operation of pumps, compressors and cooling towers.</i></p> <p><i>Resorting of some cylinders in the P&L area may occur once delivered into this area.</i></p>
Production ☆	Test Shop	<p><i>Area in which cylinders are inspected, maintained, repaired, tested, painted, and certified, and once delivered, resorting may occur.</i></p>
Production ☆	N ² O	<p><i>Area in which Nitrous Oxide is manufactured. Includes associated chemical testing, ISO containers and vessels are filled. Includes the use of forklift to load and unload ammonium nitrate and empty wooden pallets.</i></p>
Production ☆	POC	<p><i>Area in which privately owned cylinders and BOC EHP cylinders are filled and analysed. Liaising with POC customers and completing associated documentation are functions of this area. Also includes the use of pump operations.</i></p>
Production ☆	Special Gases	<p><i>Area in which special gases products, including Helium, are handled and/or filled. Also a forklift is used for loading and unloading of chemical concentrates to the chemical store.</i></p>



AREAS		DESCRIPTION
Production ☆☆	Works Loading / Special Gases	Covers areas where cylinders are inspected and sorted on Works Loading docks, Special Gases' docks, and outside Refrigerant filling area, ready for filling. Sorted for test and paint, for the Test Shop, or Laboratory. Cover movement of all cylinders, packs, flasks, tanks, boxes, Refrigerant drums, and SO2 drums, by forklift on Site. Loading and unloading of all vehicles, carrying cylinders at Sydney Operations Centre. Carrying cylinders and located for filling. Including supply Wetherill Park Gas and Gear centre with cylinders.
Maintenance ☆☆☆		Area in which maintenance repairs for plants on BOC Gases' sites are co-ordinated and carried out.
Maintenance ☆	Store	Area in which production and maintenance materials are stored and circulated on Site by the use of a forklift. Co-ordination of all purchasing and distribution of store products.
Installations ☆☆☆☆		Areas in which maintenance and service groups operate on equipment for use at both BOC Gases' Plants and at customers' sites.
Medical Store ☆		Area in which therapy consumables and equipment are stored, tracked, repaired, packed and despatched. May require use of forklift from main store area.
Botany Site ☆		Area in which Hydrogen filling, Carbon Dioxide production, pallet tank filling, and bulk distribution are performed, including the use of forklift for the loading and unloading of trucks/trailers and raw materials.
Clyde Site ☆		Area which currently produces gas/liquid via a Nitrogen Generator which is piped/transported to customers.

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2012/05/REGISTRATION UPDATES 08 10 1998

- ☆ The work identified by this mark has traditionally been covered by the AWU.
- ☆☆ The work identified by this mark has traditionally been covered by the TWU.
- ☆☆☆ The work identified by this mark has traditionally been covered by the AMWU and the CEPU.
- ☆☆☆☆ The work covered by this mark has traditionally been covered by the AMWU.

In the event of a discrepancy arising relating to any parts of the SCOPE all parties agree to follow the DISPUTES PROCEDURE (Clause 16) in order to resolve the matter.

2. HOURS OF WORK

The normal working hours will be 152 hours in any four week cycle. These hours will be inclusive of meal breaks for shift workers. The normal day will be eight hours as defined below. There is no provision for wash-up time for employees except where it is required for safety or occupational hygiene reasons. Employees must be at their work stations at the stated commencement and finishing times.

PRODUCTION OPERATIONS - Sydney Operations Centre (Including Special Gases)

(i) **Shift Working Hours**

Day Shift:	7.00 am to 3.00 pm daily
Days Works Loading:	7.00 am to 3.00 pm daily
Afternoon Shift:	3.00 pm to 11.00 pm daily

All shift employees will work on a rotating basis being alternate week changeover.

Each shift includes two paid breaks totalling 30 minutes.

Employees covered by relocation agreements will continue under their current hours of work arrangement except where they successfully apply for another position. New employees, or transferred employees, in these areas will be covered by the hours of work prescribed under this clause.

(ii) **Day Working Hours**

Day Work: 7.00am to 3.30 pm daily

A 30 minute unpaid break and a 10 minute paid break will apply for these hours.

Employees covered by relocation agreements will continue under their current hours of work arrangement except where they successfully apply for another position. New employees, or transferred employees, in these areas will be covered by the hours of work prescribed under this clause.



MAINTENANCE AND STORE

(i) **Day Working Hours**

Day Work: 7.00 am to 3.30 pm daily

A 30 minute unpaid break and a 10 minute paid break will apply for these hours.

(ii) **Shift Working Hours**

Day Shift: 7.00 am to 3.00 pm daily
Afternoon Shift: 3.00 pm to 11.00 pm daily

All shift employees will work on a rotating basis.

Each shift includes two paid breaks totalling 30 minutes. transferred employees in these areas will be covered by the hours of work prescribed under this clause.



BOTANY/CLYDE

(i) **Day Working Hours**

BOTANY: 7.00 am to 3.30 pm daily

CLYDE: 7.00 am to 3.30 pm daily

A 30 minute unpaid break and a 10 minute paid break will apply for these hours.

Employees in these areas will continue under the current hours of work arrangement except where they successfully apply for another position.

INSTALLATIONS

(i) **Day Working Hours**

Day Work: 7.00 am to 3.30 pm daily

A 30 minute unpaid break and a 10 minute paid break will apply for these hours.

New employees or permanently transferred employees will be covered by the hours of work prescribed under this clause.

MEDICAL STORE

(i) Day Working Hours

Day Work: 8.00 am to 4.30 pm daily

A 30 minute unpaid break and a 10 minute paid break will apply for these hours.

New employees or permanently transferred employees will be covered by the hours of work prescribed under this clause.

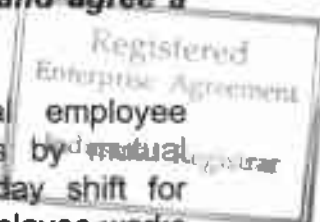


NOTE:

1. The normal working arrangement will include 1 Rostered Day Off in each twenty day work cycle. Each employee will be entitled to 12 Rostered Days Off each year.
2. **Rostered Days Off may be taken in single or five (5) day lots upon consultation/agreement with the Supervisor provided notice of one month is given in each instance of five (5) days, hardship notwithstanding (as Clause 11, Annual Leave). Twelve (12) RDO's must be taken in each twelve (12) month period.**

Single RDO days will be taken against a schedule prepared annually by the Company and will fall on either a Monday or a Friday. Employees will be expected to take single RDO's unless they request and agree a five (5) day lot with the Supervisor.

Single Rostered Days Off may be varied by individual employee circumstances and/or in accordance with workload demands by mutual agreement. **Single** Rostered Days Off shall be taken on day shift for employees who rotate shifts. If, at the Company's request an employee works on an RDO a mutual agreement will be reached whether an RDO in lieu or overtime rates will be provided prior to the employee agreeing to work.



There will be no swapping of RDO's for sickness on scheduled RDO.

3. Employees required to provide relief for periods of five days or more for Maintenance and Store will be expected to transfer to day work hours for the relief period provided seven days notice is given.
4. For relief at short notice (e.g. sick leave), day shift hours will still be worked.

For all other matters relating to the arrangement of hours of work including any future requirement to alter shift arrangements or introduce a third shift in the Sydney Operations, conditions and changes will be in accordance with an employee's appropriate award provisions and with prior consultation with the appropriate union delegate/s to reach mutual agreement.

This Agreement will recognise and adhere to the provisions of the:
Federal Metal Industry Award Part 1 - Clause 18
Federal Metal Industry Award Part 1 - Clause 19
Transport Industry (State) Award - Clause 8
Transport Industry (State) Award - Clause 45

3. MEAL BREAKS

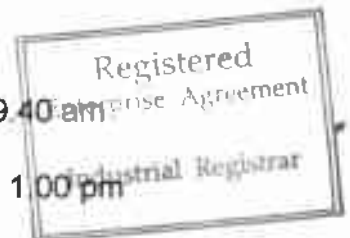
All usual meal breaks will be taken by employees as nominated by the Supervisor/Superintendent.

Production operations may require that employees will be requested to alter their usual meal time. Further, the usual meal break times may be varied by the complete shift in a section where it is agreed by the majority of employees.

Meal Break Times

Day Work Employees

- | | |
|--|---------------------|
| (I) <u>Crib Break</u> 10 minute paid break | 9.30 am to 9.40 am |
| (ii) <u>Lunch Break</u> 30 minute unpaid break | 12.30 pm to 1.00 pm |



Shift Employees

- | | | |
|---|----------------------|--|
| (I) <u>Crib Break</u> 10 minute paid break | | |
| (a) Day Shift | | 9.00 am or 9.10 am
or 9.20 am |
| (b) Afternoon Shift | Series A
Series B | 5.00 pm or 5.10 pm
9.00 pm or 9.10 pm |
| (ii) <u>Meal Break</u> 20 minute paid break | | |
| (a) Day Shift | | 12 noon or 12.20 pm |
| (b) Afternoon Shift | Series A
Series B | 8.00 pm or 8.20 pm
6.00 pm or 6.20 pm |

NOTE: Afternoon Shift employees will operate on either Series A or Series B Meal/Crib Times.

All other related matters will be in accordance with an employee's appropriate Award provisions:

- Federal Metal Industry Award Part 1 - Clause 20
- Transport Industry (State) Award - **Clause 24**

4. MEAL ALLOWANCES

Meal Allowances will be paid to all employees through the payroll system.

Meal allowance will be paid where previous day notice is not given or when you are required to work two (2) hours or more after the designated time requested, regardless what day the overtime falls on.

All other Meal Allowance details will be paid in accordance with an employee's appropriate award provisions.

This Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award Part 1 Clause 21.



"An employee required to work overtime without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid \$6.70 for the first meal and each subsequent meal."

This Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award **Clause 24** (ii) (a).

"An employee who is required to work overtime on any week day after his normal finishing time shall unless he was notified the previous day or earlier that he would be required to work such overtime, be paid a meal allowance of \$6.60"

Employees may be requested to work overtime prior to their normal shift or commencement time. If the employee has not received notification of this overtime the previous day, meal allowances provisions will be effective in accordance with the employee's appropriate award.

5. SHIFT ALLOWANCE

Shift Allowances will be paid in accordance with an employee's appropriate award provisions.

This Agreement will recognised and adhere to the provisions of the Federal Metal Industry Award Part 1, Clause 19.

"A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his ordinary rate."

If, in the future, an employee is required to

"work on a night shift which does not rotate or alternate with another shift.....shall during such engagement period or cycle be paid 30% more than his ordinary rate....."

This Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award Clause 45 (iii) (a).



"For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications.

(2) Permanent Afternoon Shift	-	17.5%
(3) Permanent Night Shift	-	30%
(4) Alternate Night/Afternoon Shift		
when on Afternoon Shift	-	17.5%
when on Night Shift	-	30%

6. 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's 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. This amount is set, regardless of individual employee award provisions, to obtain maximum administrative cost effectiveness for the Company.

Occupational First Aiders will be appointed by the Company. The numbers of Occupational First Aiders will be set by the Company. At Sydney Operations Centre, there will be a maximum of four (4) Occupational First Aiders. Once training has been successfully completed, the Occupational First Aiders will be paid an allowance of \$15.00 per week to perform their agreed tasks.



7. USE OF PRIVATE CAR ON COMPANY BUSINESS

Cab Charge or hire car (for long distances), in preference to private vehicles, will be used at all times by employees for travel in connection with Company Business.

If a private vehicle is used, an allowance will be paid to an employee as reimbursement of costs for distance travelled in their private vehicles.

The rate paid will be:

- * **49** cents per kilometre (or allowance prescribed by the relevant award, whichever is the greater).
- * where the employee is responding to call-out after hours to their plant - **98** cents per kilometre.

Current taxation legislation requires that any such reimbursement is declarable by the employee as assessable income, and **must** appear on the employee's Group Certificate.

Employee's private cars, even when being used for Company business, are not insured by the Company.



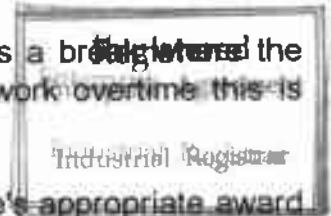
8. OVERTIME

The Company may request employees to work overtime to meet business needs. It is recognised that there is no automatic entitlement to overtime work which is co-ordinated and authorised at all times by the area Supervisor/Superintendent. Individual employees will not normally be asked to work more than a reasonable amount of overtime in any given working week.

Overtime may consist of both worked time prior to normal or shift commencement or after the completion of ordinary hours.

Overtime flows on from the ordinary hours of work. If there is a break in the employee leaves the work premises and is then recalled to work overtime this is classed as Call-Back.

All Overtime provisions will be in accordance with an employee's appropriate award provisions.



FEDERAL METAL INDUSTRY AWARD 1984 PART I

This Agreement will recognise and adhere to the provisions of Federal Metal Industry Award Part I Clause 21.

"For all work done outside ordinary hours the rates of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work."

In respect to work carried out on public holidays, this Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award, Part 1, Clause 22 and Clause 23.

"(a) (i) An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows:

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Eight Hour Day/Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

(ii) In addition one additional Public Holiday (Picnic Day) shall apply to an employee on weekly hire.....

(d) an employee..... shall be paid at the rate of double time and a half for work done on public holidays.....

The timing of the Federal Union Picnic Day may be varied following consultation/agreement between the Union delegates/membership and the Company. All Federal Unions will take the same day as their Picnic Day.



"23. Extra Rates Not Cumulative

Extra rates in this award except rates prescribed in Clause 17 and in Clause 22 as to work on Public Holidays, are not cumulative so as to exceed the maximum of double the ordinary time."

Payment Examples for 10 Hours Worked on the Following Days: Metal Industry Award:

Thursday (prior to Good Friday) - Afternoon Shift	8 hrs ord + 1 hr T1/2 + 1hr DT1/2
Good Friday	8 hrs ord + 8 hrs T1/2 + 2 hrs DT1/2
Easter Saturday	8 hrs ord + 8 hrs T1/2 + 2 hrs DT1/2
Christmas Day	8 hrs ord + 8 hrs T1/2 + 2hrs DT1/2
Picnic Day	8 hrs ord + 8 hrs T1/2 + 2 hrs DT1/2

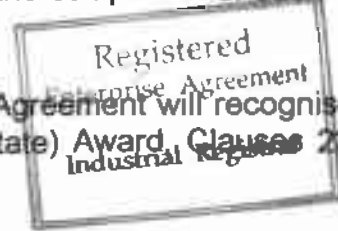
TRANSPORT INDUSTRY (STATE) AWARD

The Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award Clause 19 (i)

"Overtime at the rate of time and a half for the first two hours and double time thereafter shall be paid to employees....."

- d) For the purposes of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime."

In respect to work carried out on Public Holidays this Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award, Clauses 23 and 24.



Clause 23 (i)

- (a)(1) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award shall be recognised as public holidays.
- (b) An employee, other than a casual employee, required to work on:
 - (1) Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which he is entitled for those days in accordance with subparagraph (2), of paragraph (a), of this subclause.
 - (2) Any of the other days prescribed in paragraph (a), of this subclause, shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which he is entitled for those days in accordance with subparagraph (2) of the said paragraph.

Clause 24

- (i) Easter Saturday shall be recognised as the Union's Picnic Day.
- (ii) In addition to all other payments due to him a financial member of the Union, other than a casual employee, shall upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (iii) A financial member of the Union who is required to work on Easter Saturday shall be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.

Payment Examples for 10 Hours Worked on the Following Days:- Metal Industry Award:

Thursday (prior to Good Friday) - Afternoon Shift	has ord + 1hr T1/2 + 1hr DT
Good Friday	8 hrs ord + 10 hrs DT
Easter Saturday (Picnic Day)	8 hrs ord + 8 hrs DT1/2 +2hrs T1/2
Christmas Day	8 hrs ord + 10 hrs DT1/2

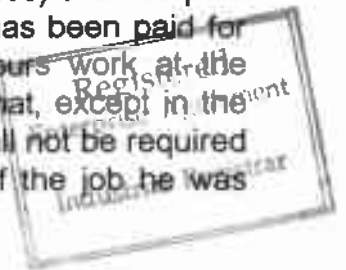
9. CALL BACK

Call-back commences from the time the phone call is received. This time should be logged by both the Employee and the Supervisor/Engineer to avoid any confusion. The Employee called is to be on the scene within one hour of receiving the call. The Call-back finishes in line with the official clocking off time. Award payment rates will apply as detailed below.

Call-back arrangements will be in accordance with an employee's appropriate award provisions.

This Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award Part 1, Clause 21. - Call-Back.

"An employee recalled to work overtime after leaving his employer's business 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.....shall be paid for a minimum of three hours work at the appropriate rate for each time he is 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 he was recalled to perform is completed within a shorter period....."



The following Call-Back conditions apply in conjunction with the Federal Metal Industry Award:

- A 10 hour rest break is not required after call-back before an employee commences a next shift, if the call back is less than 3 hours.
- Crib time is provided after 4 hours worked on call-back.
- Meal Allowance is not paid on call-back.

This Agreement will recognised and adhere to the provisions of the Transport Industry (State) Award, Clause 22 - Recall.

"An employee recalled for work shall be guaranteed and shall be paid for at least four (4) hours work for each start at the appropriate rates of pay."

All parties to this Agreement accept that departments may follow different call-back systems. **The Maintenance Call-out Procedure has been included as Appendix II.** Each department's list of those employees available for call-back is a controlled document for security reasons. It is accepted that only those employees who agree to be on the call-back lists may be contacted to respond to a call-back. Employees will be called out by the Section Leading Hand in consultation with Managers and/or Supervisors/Superintendents as appropriate. Failure to respond to a call-back request will be without prejudice.

10. SICK LEAVE

The Company provides paid sick leave for times when employees are too ill to work. Sick leave that is not taken in the entitled year, accumulates. This provides the advantage of having a supply of paid sick leave available for an incident of extended ill-health that may occur within the period of employment.

When notifying the area Supervisor/Superintendent of inability to attend work, employees shall advise whether or not they believe the illness to be work related.

All Sick Leave provisions will be in accordance to an employee's appropriate award conditions.

This Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award Part 1 Clause 24:

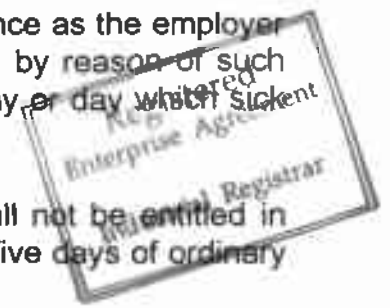
"An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of his inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee shall inform the employer within 24 hours of such absence.
- (iii) He shall prove to the satisfaction of his employer that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) First Year of Employment - [Service Year]
He shall not be entitled during this first year of any period of service with an employer to leave in excess of five days. during the first five months of the first year of a period of service with an employer he shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours.....
- (v) Second and Subsequent Years of Employment - [Service Year]
He shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days....."



This Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award Clause 27:

- (ii) An employee,who is absent from his work by reason of personal illness or injury not being illness or injury arising from the employee' misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) He shall, unless it is not reasonably practicable so to do before his ordinary starting time on the first day of his absence, and in any event, within 24 hours, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
 - (b) He shall furnish to the employer such evidence as the employer may reasonably desire that he was unable, by reason of such illness or injury, to attend for duty on the day or day which sick leave is claimed.
 - (c) Except as hereinafter provided, he/she shall not be entitled in any year (as defined) to leave in excess of five days of ordinary working time. Provided that:
 - (1) If his/her employment continues with the one employer after the first year, the sick leave entitlement shall increase to a maximum of eight days ordinary working time at which figure it shall remain for each subsequent year of continued employment"



11. ANNUAL LEAVE

Annual Leave provisions for all employees will be in accordance with the NSW Annual Leave Act, 1944. However, leave may only be taken and granted, and employees may only be directed to take annual leave by the company provided notice of one month is given in each instance, hardship notwithstanding.

This Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award Part 1, Clause 25 - Annual Leave.

"A period of twenty eight consecutive days leave, including non-working days, shall be allowed annually to an employee after twelve months continuous service....."

An employee on weekly hiring shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked....."

.....During a period of annual leave an employee shall receive a loading calculated on the rate of wage....."

The loading shall be as follows:

- (i) Day Workers - an employee who would have worked on day work only had he not been on leave--a loading of 17 1/2 per cent.
- (ii) Shift workers - an employee who would have worked on shift work had he not been on leave--a loading of 17 1/2 per cent".

This Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award, Clause 28 - Annual Leave.

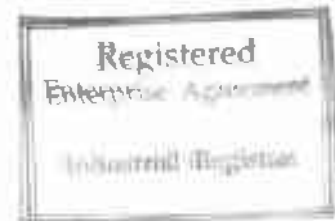
- i) See Annual Holidays Act, 1944.
- ii) (a) "An employee at the time of his entering upon a period of annual leave in accordance with the Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one third (3 1/3) hours' ordinary pay for each month."

12. PAYMENT OF WAGES

Employees who are members of the AWU, the AMWU, and the CEPU who commenced with BOC Gases since 01.01.1994 are paid via Electronic Funds Transfer (EFT) directly into a bank/building society/credit union of their choice. These people are not able to receive their pay in cash.

Employees of the above unions (the AWU, the AMWU, and the CEPU) who were working in the Sydney Operations area prior to this date have the option of being paid in cash or via Electronic Funds Transfer (EFT) directly into a bank/building society/credit union of their choice. Employees on weekly cash payment will not be forced on to the EFT system regardless of minority or majority already on the system.

Works Loading employees at Sydney Operations Centre have the option of receiving the payment of their wages either in cash, or via Electronic Funds Transfer (EFT) directly into a bank/building society/credit union of their choice.



13. CASUAL EMPLOYMENT

The company will employ casuals where a specific need arises on a short term basis (e.g. sudden peak work load, modification of equipment etc.) and in consultation/**agreement** with the appropriate Union Delegates before the casual/s commences.

Casual employees will be provided with sufficient basic training to carry out their duties safely and in accordance with job procedures. It is recognised that they will not have access to the high levels of skill training, experience and ability to contribute to improvement of the work process, enjoyed and expected by permanent BOC Gases employees.

Casual employees will be employed on an hourly basis **for not less than one day at a time** and **be** paid the commencing weekly shop rate with award specified casual loading through the BOC Gases payroll.

A Contractor is defined as "a casual employee who is put on through an Employment Agency". Contractors will be engaged by BOC Gases through an Employment Agency or Contracting Company to conduct specialist tasks. These contractors will be paid the **commencing weekly shop rate with award specified casual loading. It is recommended that these contractors be members of the appropriate union..**



14. ELIMINATING DISCRIMINATION

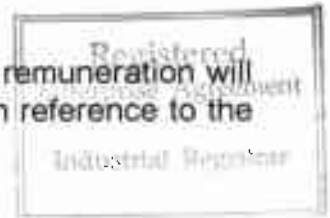
It is the aim of the parties to this Agreement to work together in highlighting any discriminating practices and eliminating them from the work environment.

Equal Employment Opportunity - (EEO)

BOC Gases, in supporting EEO in the workplace, aims to ensure that employees are not discriminated against at anytime, on the basis of national origin, race, religion, martial status, sex, sexual preference, pregnancy or political conviction.

The Company will ensure that every person has equal access to all aspects of employment including recruitment and selection, promotion and transfer, training opportunities, remuneration and other conditions of employment.

At all times, decisions relating to training, promotion, transfer and remuneration will be made on the basis of an employee's merit and/or potential, with reference to the job requirements.



Affirmative Action

BOC Gases as a part of its EEO practices, specifically supports the Affirmative Action Act, 1986. An Affirmative Action Program commenced in 1987 with the purpose of eliminating discrimination against women and providing equal access for women to employment promotion and transfer, training opportunities and conditions of employment.

The support and ongoing commitment of the parties to this Agreement, to EEO and the Affirmative Action Program will enable BOC Gases to make optimal use of all the skills and talents of people, both inside and outside the Organisation.

15. COUNSELLING AND DISCIPLINARY PROCEDURES

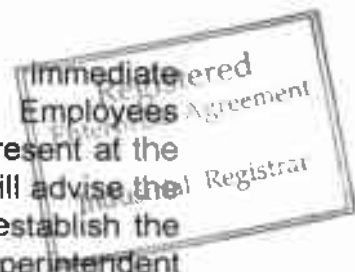
BOC Gases requires all employees to maintain a fair and reasonable level of productivity as determined during the continuous improvement process. It is accepted that an employee's performance will at all times be monitored and recognised by line managers as well as providing employees with the means to monitor and where possible, control their own performance. Employees agree to follow directions to carry out duties that are within the limits of an employee's skill, competence and training.

If an employee's performance in any area, such as work attendance, punctuality, work performance, work safety, work attitude, uniforms etc. is of a standard unacceptable to the company an employee will be counselled.

COUNSELLING

Informal counselling will be conducted by the employee's Supervisor/Superintendent in a private and confidential environment. Employees will have the opportunity to have the Union Delegate of their choice present at the counselling session if they so desire. The Supervisor/Superintendent will advise the employee of the performance deficiency observed and endeavour to establish the cause of this unacceptable situation. The employee and Supervisor/Superintendent will develop a strategy to overcome the situation, which may involve referral to specialist formal counselling, e.g. Family Crisis Counselling, depending on the problem identified. The line Supervisory/Superintendent will follow-up and monitor the employee and conduct further counselling if required and/or considered appropriate. All counselling sessions will be noted in the Supervisor/Superintendent's diary.

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



THE FORMAL WARNING SYSTEM

STEP 1 - OFFICIAL VERBAL WARNING

This is issued to the employee by the Supervisor/Superintendent or Company representative, in the presence of the employee's Union Delegate. It will be the employee's choice as to which Union Delegate or Delegates they want to have present during the issue of this warning.

The Union Delegate shall be briefed by the Supervisor/Superintendent prior to the official verbal warning being conducted with the employee.

Written advice of the warning is forwarded to the Personnel Department for insertion into the employee's file, and to the Delegate.

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, i.e. a written warning.

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

STEP 2 - WRITTEN WARNING

This is issued to the employee by the Supervisor/Superintendent and Company Representative in the presence of the employee's nominated Union Delegate. Copies of the written warning are provided to the Union Delegate and the Supervisor/Superintendent and a copy inserted into the employee's file.

The employee is 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.

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

STEP 3 - FINAL WRITTEN WARNING

This is issued to the employee by the Supervisor/Superintendent and Company Representative in the presence of the employee's nominated Union Delegate. Copies of the final warning are provided to the Union Delegate and the Supervisory/Superintendent and a copy inserted into the employee's file.

The employee is 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 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/Superintendent and Company Representative in the presence of the employee's nominated Union Delegate, that their services are to be terminated.

In the event that the termination of an employee is disputed the Union Organiser will respond immediately and in any case within one week of the termination of employment.

THE FORMAL WARNING SYSTEM

- (i) shall not apply to employees who perform acts of serious misconduct.

Such acts warrant instant dismissal and the offending employee is advised by the Supervisor/Superintendent or Company Representative, in the presence of their Union delegate, of employment termination.

Acts of serious misconduct fall within the scope of incidents **for which BOC Gases shall have the right to dismiss any employee without notice. Examples may include, but are not limited to:**

- 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 safety restricted hazardous 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 unduly under the influence of intoxicating beverages and/or illegal drugs (or drugs not medically prescribed) when reporting for duty.
- **horseplay.**
- **fraud.**



- (ii) 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 the probationary period due to their unacceptable/unsatisfactory standard of performance during such period, the employee is advised, in the presence of their Union Delegate, of employment termination. The probationary period is three (3) months **for employees covered by TWU, AMWU and the CEPU.** 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 Delegate. **For employees covered by the AWU, the probationary period is six (6) months.**

16. DISPUTES PROCEDURE

Grievances and disputes must be resolved as quickly and efficiently as possible. The Disputes Procedure is designed to ensure that disputes are fairly resolved in the shortest possible time.

It is in the spirit of this Agreement that industrial action or interruptions to normal production must be avoided to ensure a continuation of operations to enable the Company's continued competitiveness in the marketplace. It is accepted that as a result of avoiding work interruption and industrial action, employees will not endure loss of pay and the concerns of employment insecurity.

In the event of a dispute arising between the Company and the employees the following procedure shall be observed:

1. (a) Any matter which remains in dispute after it has been considered and/or discussed jointly by the appropriate Supervisor/Superintendent and by the employees or employees concerned shall then:
(b) Immediately, if all parties are available or in any case within five working days be examined and all endeavours made to be resolved by a Company Representative in conjunction with the Union Delegate and the employee or employees concerned

NOTE: Where there is a matter of dispute between an employee and their supervisor then this clause - Disputes Procedure - shall be observed commencing at step 1 (b).

2. If the matter remains unresolved then the matter shall be discussed between a Company Representative and an official of the Union, both of whom shall take all reasonable steps to settle the dispute.
3. If the matter remains unresolved then the matter shall be notified to the appropriate State or Federal Industrial Commission for resolution.
4. **Essential Services and Customer:**
It is agreed that certain essential operations and agreed priority customers will continue to be serviced and supplied during any industrial action, including stoppages resulting from matters outside the direct control of the Company. These customers will be identified at the time by **consultation/agreement** with the appropriate parties and union delegates.

Status Quo:

When either the Company, its Employees or Representatives of their Trade Unions advise the parties to this Agreement that this clause - Disputes Procedure - has been invoked, the status quo should be upheld for the duration of the dispute or the Disputes Procedure. In the specific situation of an employee termination, where there is a genuine objection, due to uncertainty, of the grounds for termination, the parties involved may request for the employee to be suspended with pay for a maximum period of 3 days. During this time the employee will be available to attend meetings, and all efforts will be made to further investigate the incident and determine appropriate action. This will be referred as the 'cooling off period'.

UNION/UNION DISPUTE PROCEDURE

In an event of a dispute arising between Union(s) and Union(s), the following procedure shall be observed:

- 1. The matter will be discussed jointly by the appropriate Union Delegates and the employee(s) concerned.***
- 2. If the matter remains in dispute it will be discussed between officials of the Union(s) involved who should take all reasonable steps to jointly resolve the issue in conjunction with the appropriate Union Delegates and employees concerned.***
- 3. The company will be advised of the situation and progression at all time.***
- 4. No INDUSTRIAL ACTION will take place during these negotiations.***

Registered
Enterprise Agreement
Industrial Registrar

17. TERMINATION OF EMPLOYMENT

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

This Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award Part 1 Clause 6. This will cover Clause 15 - Counselling and Disciplinary Procedures, steps 1 to 4 of the Formal Warning System. However these provisions will not apply to matters dealt with by the specific section of Clause 12 of this agreement dealing with acts of serious misconduct which result in instant dismissal.

d) (i) **Notice of Termination by Employer**

(1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

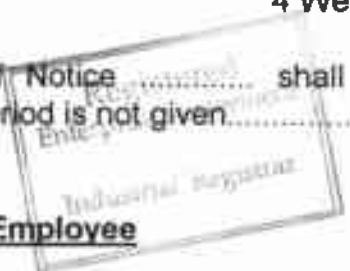
<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 Year or less	1 Week
1 Year & up to the completion of 3 years	2 Weeks
3 Years & up to the completion of 5 years	3 Weeks
5 Years & over	4 Weeks

(3) Payment in Lieu of Notice shall be made if the appropriate notice period is not given.....

(ii) **Notice of Termination by Employee**

The notice of termination required to be given by an employee shall be the same as that required of an employer.....

If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice "



The Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award Clause 33 with the exception of matters dealt with by this Agreement - Clause 12, covering acts of serious misconduct which result in instant dismissal.

33. TERMS OF EMPLOYMENT

- (iii) "The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment of the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct."

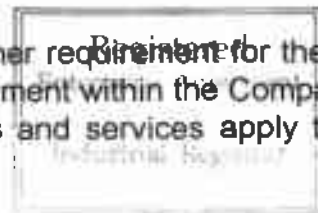
Notwithstanding any term in the contract of employment issued by the Company as the "Letter of Offer".

REDUNDANCY

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

Redundancy

An employee becomes redundant when there is no further requirement for their job to be performed by anyone and no suitable other employment within the Company is available. In such a situation, the following conditions and services apply to the termination of employment.



Approvals

Before any employment is to be terminated because of redundancy, the prior approval of the General Manager, Gases NSW and the Director - Human Resources, is required.

Alternative Employment

Prior to the termination of an employment, alternative employment opportunities must be investigated. These alternatives may include transfer to another position and retraining or transfer to another BOC Gases business. The General Manager, Gases NSW is responsible to ensure that proper investigation of alternative employment within the BOC Gases Group takes place.

Award Provisions

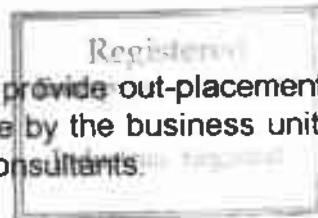
This policy will recognise and adhere to the provisions of the:
Metal Industry Award, Part 1 - Clause 6

The appropriate Union officials will be advised of the planned redundancy of any employee covered by the above awards. It is the responsibility of the Personnel Manager, Gases NSW to undertake the appropriate action in these circumstances.

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 and the relevant Union Representatives and Officials. This payment will be no less than previous BOC Gases NSW retrenchment packages, for example that offered under the "***Breakthrough II Initiative***".

Counselling and/or Out-placement

In certain circumstances it may be appropriate to provide out-placement assistance. If provided, the cost of such service will be borne by the business unit. Personnel Departments will provide advice on appropriate consultants.



18. SECURITY

The Company has security procedures designed to ensure the safety of employees and the prevention of damage to **employees/BOC Gases** property or the disruption of business.

It is the responsibility of all employees to ensure the security of their workplace and site equipment.

The Parties to this Agreement accept that all employees and site visitors must, at all times, wear or possess BOC Gases accredited Identification Cards. Employees should challenge any unknown person not wearing an accreditation identification card. **All visitors and employees must be aware that whilst on the BOC Gases site they must abide by the relevant site rules and regulations.**

Access to the site from both the Special Gases security and main security car park, through the turnstyle, must be only by the use of each employee's security access card. Employees will not use their card to allow unauthorised personnel access to the site. Only employees issued with a security access card may gain entry, for car parking, to the car park.

No employee will be allowed access to the site in a private vehicle via the main gatehouse entrance without prior approval from their Manager or Shift Superintendent. Employees must accept that their vehicle may be subject to search on entrance and leaving the site via the Gatehouse.

The parties note that the security access system will not be used by the Company for disciplinary procedures.

BOC Gases will consider use of cameras in the car parks for security purposes for protection of employees personal/company property. Prior to the security cameras being installed, all delegates will be advised. Signs will be placed at entrances to the Site stating that the Site is protected by security cameras.

19. THE ROLE OF THE OCCUPATIONAL HEALTH & SAFETY COMMITTEE

The prime objective of the Health and Safety Committee is to encourage and promote participation by all employees in Occupational Health and Safety issues.

The scope of the Committee will encompass any aspect of health and safety at the workplace including such items as:

- The Occupational Health and Safety Policy
- Occupational Health and Safety Programs
- Occupational Health and Safety training requirements
- The Health and Safety aspects of work procedures
- Health and Safety rules and regulations
- Plant Inspections, Accident Investigations, Statistics/Records
- Health and Safety services
- Dissemination of information to employees

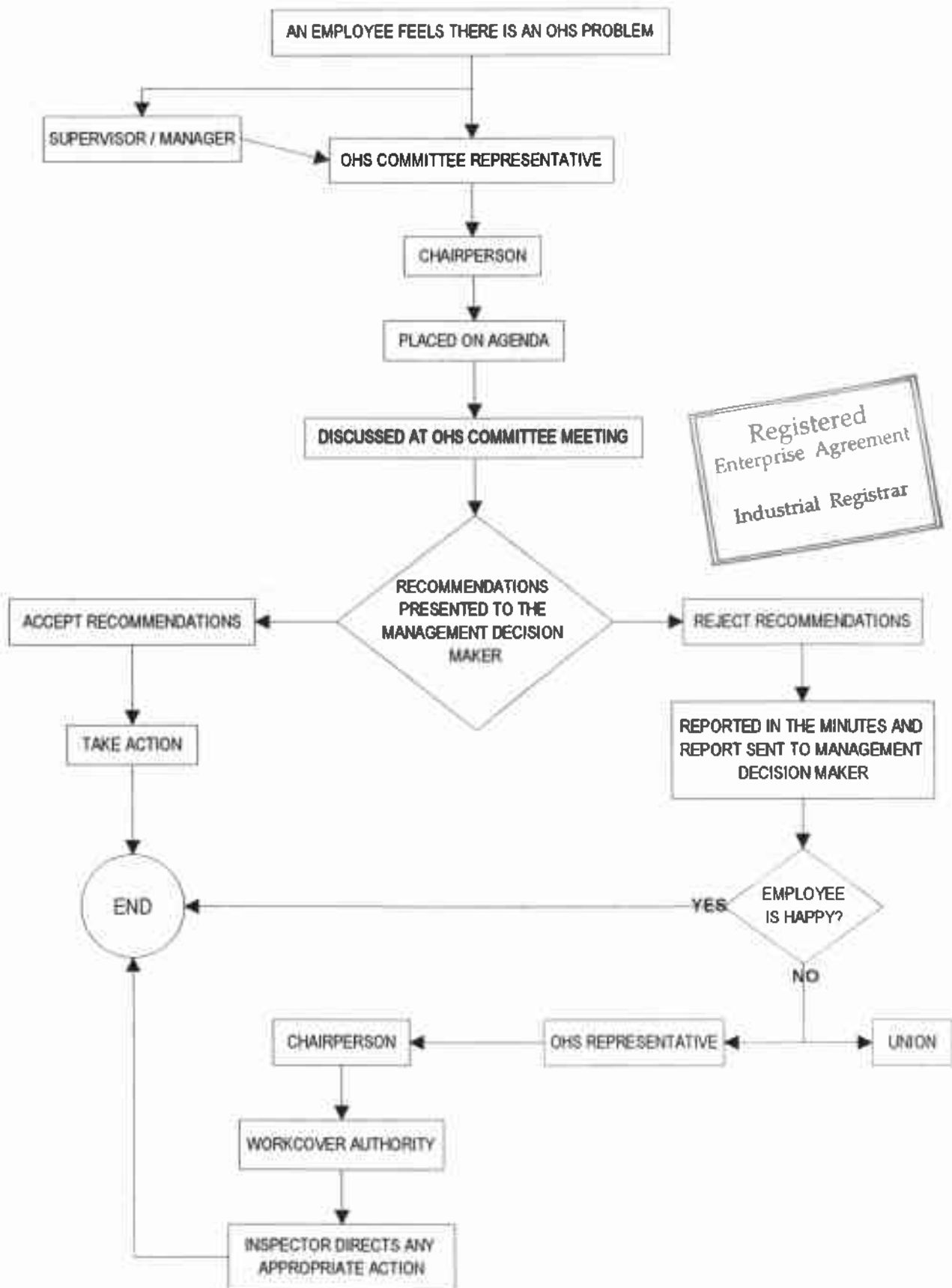
The scope of the Committee is in accordance with the Occupational Health & Safety Act 1983 - Section Occupational Health & Safety, Committees in the Workplace, Regulation 1984.

Every endeavour will be made within the decision making process to reach consensus on the Committee. All decisions will be preceded by joint consultation. In cases of serious disputes concerning Occupational Health and Safety issues and where a consensus resolution is unlikely, or whether the Company decides not to implement a recommendation of the Committee, the Workcover Authority may be requested, to arbitrate as per legislation. The Workcover Authority's decision is final and all parties are to abide by the final decision.

The Occupational Health and Safety Committee has formulated a constitution in accordance with government recommendations. This constitution is the guiding document by which the Committee operates.



ROLE OF THE OHS COMMITTEE IN OHS PROBLEM SOLVING



20. WORK AND TASK REVIEW - HEALTH & SAFETY MATTERS

It is the Company's prime intention to provide a healthy and safe working environment for all employees. The Company has a highly developed Occupational Health & Safety program with a world class audit and review system.

All employees by accepting their responsibility for Health and Safety in the workplace, have the right to request from their respective Supervisor/Superintendent, a review of their work procedure on the basis that the work may pose a risk to Health and Safety, and therefore in some way injurious to their health and safety or safety of others.

This right to request a review of work procedure exists where an employee "bona fide" believes the work involves a risk to his/her health and safety (or that of others).



PROCEDURE FOR HANDLING REFUSAL TO WORK ON GROUNDS OF UNSAFE OR HAZARDOUS WORK

The procedure for dealing with a request for review of work procedure on health and safety grounds is as follows;

1. If an obvious emergency situation exists due to malfunction, accident or other circumstance, action in accordance with the site Emergency Procedures must be taken.
2. Where no obvious emergency situation exists however, the employee should report the matter immediately to their Supervisor/Superintendent or to any other senior member of the Management Staff and their Health and Safety Representative.
3. The Supervisor/Manager, notified of the matter must conduct a formal investigation of the situation with the employee and their Health and Safety Representative. The Health and Safety Representative may request that work on the procedure should be interrupted whilst the matter is reported to the chairperson of the OH&S Committee and *an* extraordinary meeting of the Committee is convened to discuss the matter.
4. If the investigation results in the rectification or clarification of the matter to the satisfaction of the employee and the Health and Safety Representative, work will continue. If work has been interrupted, normal work will recommence. If, however, the employee feels that these actions have not resulted in a satisfactory improvement or clarification of the matter, and they feel that they still have reasonable grounds for concern, the employee, the area Health and Safety Representative, the appropriate Trade Union Delegate, the Chairperson of the OH&S Committee and their Management Representative should collectively notify the Inspectorate from Workcover Authority of NSW that a dispute situation exists.
5. An Inspector from the Workcover Authority of NSW should then examine the matter in the presence of the Health and Safety Representative and others involved in the above steps. As is required by the Occupational Health and Safety Act 1983, the Inspector will give an order requiring that the employee return to work.
6. If the directions of the Inspector are not considered satisfactory, the matter may be referred to the Occupational Health and Safety Rehabilitation Council of NSW for adjudication.

21. REHABILITATION

The Company wants 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.

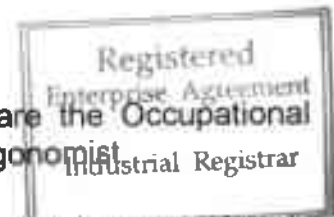
It is agreed that rehabilitation will be conducted in accordance with the published Company Policy and Procedures on Rehabilitation. These documents comply with provisions of the NSW Workers' Compensation Act 1987.

Programs 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.

Any dispute arising from the Rehabilitation process shall be resolved by the nominated Rehabilitation Co-ordinator, liaising with all parties including the appropriate Union Delegates, to ensure the fullest sharing of information in accordance with normal restraints enforced by medical ethics and person confidentiality.

Rehabilitation Procedure

It is accepted that the designated Rehabilitation providers are the Occupational Health Physician, Physiotherapist, Industrial Hygienist, and Ergonomist.



The designated Rehabilitation Co-ordinator referred to in the following procedure is the BOC Gases Occupational Health Nurse.

1. All parties within the work process will not hinder occupational rehabilitation 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.
2. Employees should report any difficulty with their work or any occurrence of injury at the earliest opportunity, only then can prompt referral for treatment and a full investigation of the facts surrounding the incident be undertaken. It is vital to effect prompt remedial action.
3. BOC Gases will appoint a Co-ordinator that is supported by Management, Trade Unions and Employees. The Rehabilitation Co-ordinator must be capable of, and have the authority to make independent decisions.
4. The injured employee shall be advised that they have the right to select the doctor or provider of their own choice, or that they are free to change them during rehabilitation.

5. Immediate treatment within the site may be possible. However, if the condition is of a more serious nature, the employee shall be immediately referred to an appropriate medical facility. BOC Gases shall maintain an effective relationship with these resources so that the most appropriate treatment is effected and also to assist in the subsequent selection of alternative work.
 6. The Rehabilitation Co-ordinator shall maintain personal contact with the employee so as to provide practical and moral support. This process shall be initiated at the onset of illness or at the moment of injury and shall continue until the employee returns to normal duties.
 7. Injured or ill employees will be encouraged to consult the Rehabilitation Co-ordinator on points covered within the Policy (NWP-HS-008, Appendix 9.1) and these Procedures so that they fully understand their rights and responsibilities.
 8. A full investigation of the facts surrounding the incident shall be effected as soon as practicable so as to implement appropriate remedial action, using BOC Gases standard documentation. (NWP-HS-013A).
 9. The provision or offer of suitable alternative duties shall be in writing (BOC Gases Rehabilitation Program NWP-HS-002, Appendix 9.1) following consultation between the Rehabilitation Co-ordinator, the Employee, Line Supervisor, Treating Doctors, relevant Trade Unions and other rehabilitation providers. No duties shall be performed which have not been recommended by the accredited providers and/or treating physicians. The Rehabilitation Co-ordinator shall ensure all parties are kept informed.
 10. All employees participating within BOC Gases Occupational Rehabilitation Program shall undertake their individual program during the day shift hours whilst health supervision is available. There may be specific occasions when the Occupational Health Nurse is unavailable, in these situations consultation with line supervision and first aiders should be undertaken.
 11. Co-operation between all parties is essential for rehabilitation to be successful. Any dispute arising from the rehabilitation process will involve:
 - a. Rehabilitation Co-ordinator
 - b. Employee
 - c. Provider
 - d. Appropriate Union
 - e. Manager/Supervisor
- This will ensure the fullest sharing of information in accordance with normal restraints enforced by medical ethics and personal confidentiality.
12. Any information obtained about a worker must be confidential and not be disclosed to any employer or other interested body without the written, informed permission of the worker.

13. A formal mechanism of consultation and agreement shall be established at all stages e.g. program implementation, the effect on other workers, anticipating alternate duties, the role of the OH&S Committee, preventative strategies, frequency of meetings, training, non English speaking workers, modification of workplace, etc.

14. Accredited Occupational Rehabilitation Providers are available (NWP-HS-002, Appendix 9.2) to assist in the rehabilitation of injured employees. Rehabilitation Providers shall have a knowledge and understanding of BOC Gases workplace.

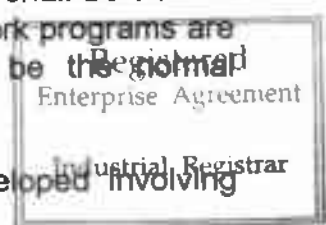
15. SUITABLE DUTIES AND RETURN TO WORK PROCESSES

15a Each injured/ill employee's return to a normal work situation shall be treated as unique. It is essential that suitable duties and return to work programs are designed around the notion that a return to work will be the normal expectation as soon as possible after any injury or illness.

15b Suitable duties and return to work processes will be developed involving consultation with all parties with the following considered:-

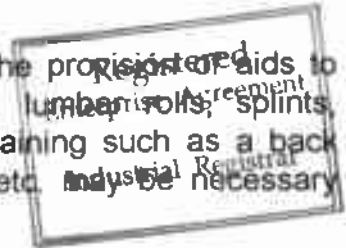
- i Nature of incapacity and pre-injury skills and work experience
- ii Degree of fitness
- iii Age
- iv Education
- v Aptitude and attitude
- vi Availability of meaningful tasks
- vii Workplace support
- viii Capacity of the workplace to accommodate graded return and alternative duties programs
- ix The availability of alternate duties elsewhere

15c In more complex cases where special processes for return to work or upgrading are required, it will be necessary to ensure that targeted work accommodates details specified on medical certificate, specialist's reports and any recommendation set out in rehabilitation plans or occupational therapists reports.



15d When planning a return to work process there are three "tools" which can be considered either separately or jointly. These are:

- i **JOB MODIFICATION** - Which involves hours, shifts, work organisation. Alterations such as change or reduction in shifts, return to work on reduced hours and upgrading, re-organising work patterns to avoid specific activities that may aggravate the injury or illness and incorporating adequate rest breaks.
- ii **EMPLOYEE ASSISTANCE** - which includes the provision of aids to assist an employee carry out their job e.g. lumbos, splints, ergonomically designed furniture or tools. Training such as a back program, adaptive care technique education etc. may be necessary before a return to work.
- iii **WORKPLACE MODIFICATION** - which includes all structural or environmental changes to the workplace required to accommodate the injured employee e.g. mechanical lifting aide like cranes, hoists, spring balance supports, spring pallet etc. Alternately part of a process may be altered to eliminate a task which may involve an awkward posture or place excessive physical demands on an employee.



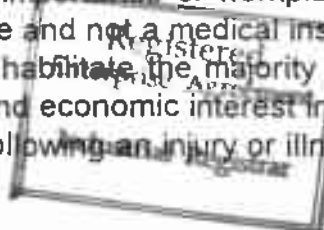


REHABILITATION POLICY

BOC Gases clearly recognises the importance of the human resource and, to assist in their protection, will provide and strongly support occupational rehabilitation for any employee who sustains injury or illness.

Rehabilitation is an integral part of the process and will be offered as an early part of therapy to assist the maximum recovery to full employment and normal duties.

Current workers compensation legislation emphasises the importance of workplace based rehabilitation, with the underlying principle that the workplace and not a medical institution or the home, is the most appropriate and effective place to rehabilitate the majority of injured workers. All parties at the workplace have a social, legal and economic interest in ensuring that workers return to work safely and as soon as possible following an injury or illness.



BOC Gases recognises the following commitments:

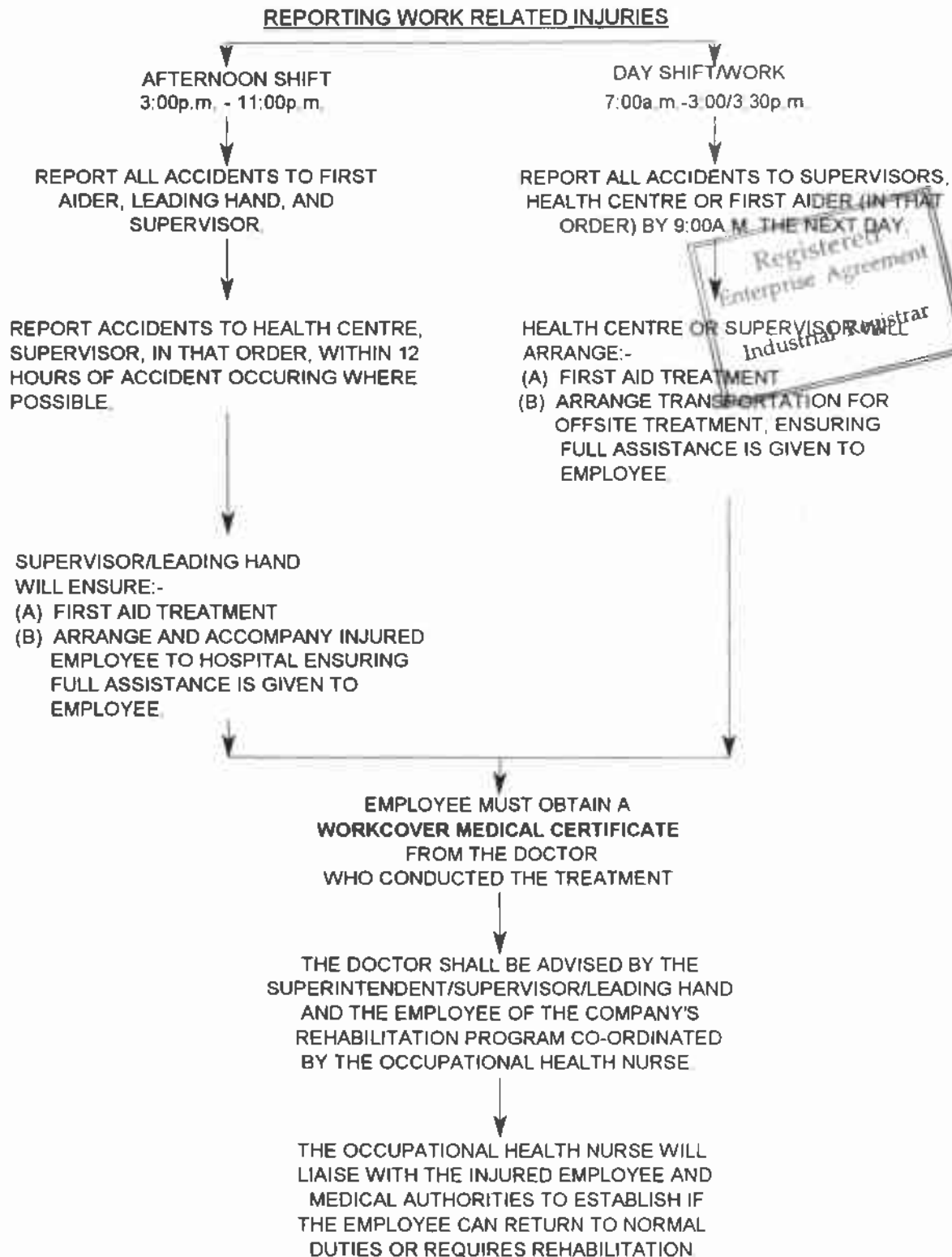
1. Prevention of injury or illness through the provision of a healthy and safe working environment is a primary aim.
2. The rehabilitation process is commenced as soon as possible after an injury or illness in a manner consistent with medical judgement.
3. Ensuring that a return to work as soon as possible is a normal practice and expectation.
4. Providing suitable duties within the workplace for injured or ill workers as an integral part of the rehabilitation process.
5. Consultation with our workers and appropriate industrial union of employees, to ensure our rehabilitation program operates effectively.
6. Ensuring that participation in a rehabilitation program will not, of itself, prejudice an injured worker.

Robert Hetherington
General Manager Gases NSW

October, 1995

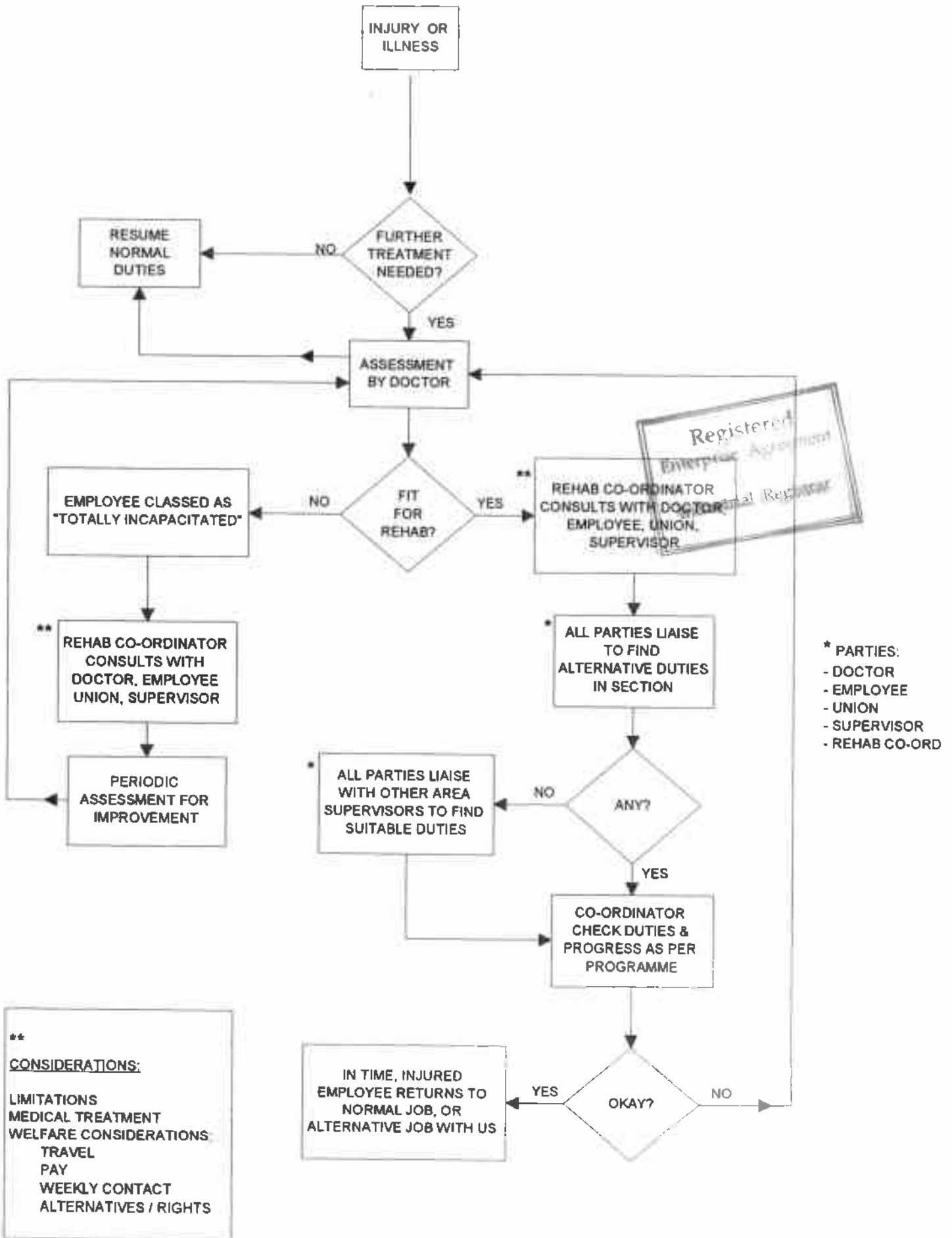
PERSONAL INJURY/ILLNESS REPORTING

AN INJURED EMPLOYEE MUST SEEK MEDICAL TREATMENT FROM A FIRST AIDER, THE HEALTH CENTRE OR A DOCTOR.



REHABILITATION FLOWCHART

THIS PROCESS IS TO BE FOLLOWED FOR THOSE EMPLOYEES ON REHABILITATION



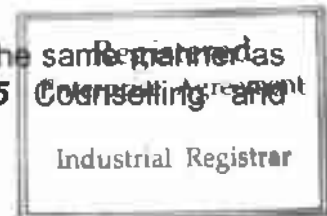
22. PERSONAL PROTECTION EQUIPMENT

The Company will attempt to remove potential job hazards through job design. When this is not possible, the Company will provide personal protective equipment (PPE) to prevent injury to employees.

Employees will be supplied and shall wear and/or use at all times as directed appropriate personal protective apparel and equipment, for the job or task being performed.

The Occupational Health and Safety Committee will be the body for reviewing and recommending PPE standards based on inputs from task analysis, user of PPE and Australian and/or BOC Gases standards. The relevant manager will then issue the revised PPE standards. However, in the event of a disagreement concerning the requirement for, or suitability of PPE, these matters will be referred to the Work Cover Authority whose decision will be final.

Continual breaches of agreed PPE standards will be treated in the same manner as other industrial issues and in accordance with Clause 15 Disciplinary Procedure.



23. CLOTHING ISSUE

The clothing issue system was introduced to provide employees with protective clothing on a needs, selection basis. A greater variety of clothing items has been introduced over time, a large number at the employee's request, others to meet safety standards and overall, to assist employees in avoiding needless item stockpiles.

CLOTHING ISSUE SYSTEM

The following system is co-ordinated by the Personnel Officer located at Sydney Operations Centre in conjunction with line managers:

1. Employees will be allocated 20 points in **December** and 17 points in **June** to be spent on clothing within the company approved list of items.
2. Clothing items can be purchased only in **December** and **June** for supply to employees in March and September respectively.
3. No more than 70 points may be spent each year.
4. New employees will be issued with the clothing items appropriate to the season in which they commence employment with the company.
5. The Company will replace accidentally damaged clothing only after consideration of each case on its own merits.
6. Where an employee is required to wear overalls due to the nature of the job which he/she performs, then he/she will be required to make their choice of clothing under the points system according to the clothing requirements of the job. This will not apply to initial issues or where an employee changes job. In this case the Company will supply the first overall issue without deducting from the employee's annual points allocation.
7. Personal Protective Equipment e.g. safety boots will be supplied on a need basis.
8. Employees must wear BOC Gases uniforms while at work.
9. Employees must be neatly and cleanly attired and maintain their uniforms in good order.



NEW EMPLOYEES

Summer Initial Issue

- 3 Shirts
- 2 Shorts and socks/2 trousers
- 1 Jumper

Winter Initial Issue

- 3 Shirts
- 2 Trousers
- 1 Jacket
- 2 Sets Thermal Underwear

NOTE: 2 sets of thermal underwear will be issued for the employee's first winter.

GOODS

CURRENT POINTS

Trousers		4
Shorts & Socks		4
Shirts	Long Sleeve	3
	Short Sleeve	3
Grey T-Shirts		2
Red Grandslam T-Shirts		3
Jumper		8
Vest		8
Summer Jacket		8
Winter Jacket <i>Anti-Static</i>		10
Overalls		6
Work Socks		1
Thermal	Pants	6
	Vest	6
	Socks	3
Sloppy-Joes		3
Hats		8



24. WORK TEMPERATURES

The Heat Stress conditions will be determined in each area by wet and dry bulb temperature readings, in conjunction with the attached chart. The four possible cases are:-

- CASE A No change in work required.
- CASE B Workers in the area wearing PVC suits, air wash helmets or similar enclosing PPE, are to be given alternate duties for 10 minutes each hour and are to be provided with cool drinking water.
- CASE C All workers in the area to be provided with alternate duties for 10 minutes every hour and are to be provided with cool drinking water. Workers wearing PVC suits, airwash helmets or similar enclosing PPE to be transferred to other duties.
- CASE D Workers in the area are to retire to a cooler area, where alternate work, e.g. work related meetings, can be provided.

The above procedure is to be used as a guideline and a common-sense case by case approach will be taken by all parties involved.

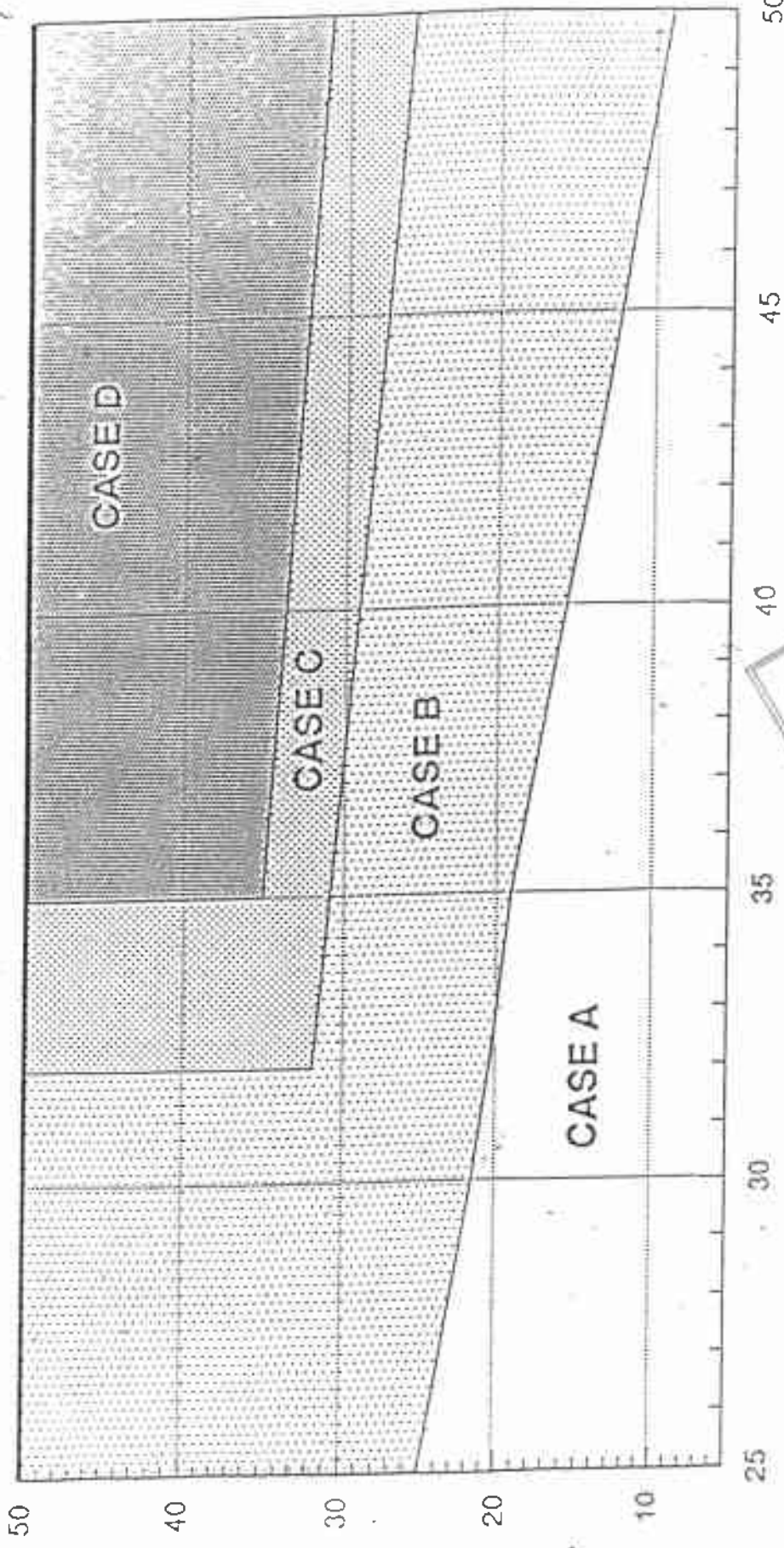
The above guideline does not apply to the Works Loading Operation.



CORRECT EFFECTIVE TEMPERATURE CHART

SOC WORKPLACE CONDITIONS MEASUREMENT

WET BULB Deg C



DRY BULB Deg C



The above procedure is to be used as a guideline and a common-sense case by case approach will be taken by all parties involved

The above guideline does not apply to the Works Loading Operation

25. ROLES

THE ROLE OF THE UNION DELEGATE

An employee appointed as Union Delegate shall, upon notification by the Branch or Sub-Branch Secretary or Official of the Union or Association, be recognised as the accredited representative of the Union or Association.

Any matter arising in the Sydney Operations workplace affecting members of the Union or the Association may be investigated by the Union Delegate and discussed with the appropriate Company representative.

When a matter arises requiring the attention of the Union Delegate, the Delegate, before attending to the matter and at the earliest possible time, will advise the Leading Hand/or Supervisor/Superintendent and/or Manager of the matter and their requirement for a reasonable opportunity to carry out their responsible duties. .

If a matter in dispute is not settled, the Union Delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the Union Branch or Sub-Branch concerned.

THE ROLE OF SUPERVISORS

- i) To train, test, adjust and problem solve, but not so that he/she takes another employee's job. When testing, adjusting and problem solving it will be Company procedure to have an operator present in order to enhance training.
- ii) Supervisors will generally give out work to employees through the leading hand, however, they will also on occasions give out work or instruct employees directly. This will be in consultation with the Leading Hand whenever possible.

THE ROLE OF LEADING HANDS

The area Leading Hand has the authority and responsibility to direct, control, monitor, **adjust, problem solve**, train and **test** employees and their work activities to meet production, safety, quality and customer service requirements. In addition Leading Hands are also responsible for area plant and equipment.

It is anticipated that the Leading Hand will be experienced in all operations within their work area, so as to be the point of knowledge and expertise for enquires.

THE ROLE OF ACTING LEADING HANDS

Acting Leading Hands will assume the **full** role of Leading Hand when their area Leading Hand is unavailable.



26. EMPLOYEE INVOLVEMENT FOR CONTINUOUS IMPROVEMENT

All parties to this Agreement commit to the Sydney Operations Centre Mission Statement and will continue supporting new technology.

It is recognised that if BOC Gases is to become more efficient, productive and competitive employee involvement is essential. Employees will be provided with the opportunity to participate in this process and it is agreed they will do so. This will be achieved in many ways including a Consultative Committee, quality panels, toolbox/desktop meetings, individual and group performance monitoring, feedback on performance and regular reports to all employees on company performance and plans. The Consultative Committee is a vital element of workplace reform and will provide employees with the opportunity to be involved in problem solving, decision making and implementation of solutions related to overall site issues.

The aim of the Sydney Operations Consultative Committee, consisting of Company and employee representatives is:

To be a consultative mechanism committed to co-operating positively to increase the efficiency, productivity and competitiveness of BOC Gases and to enhance the career opportunities and job security of all employees represented by this committee. It is expected that employee relations will be enhanced as a result of this process.

The Committee will make every endeavour to reach consensus on all issues and will only recommend actions to the appropriate forums. Specifically those issues of an Industrial Relations nature will be addressed in the accepted procedure between Union Delegates and Line Managers, and with endorsement of members of the appropriate unions. The opportunity is provided to enquire about the intent of agenda items prior to the meeting so as to determine those of a potential industrial relations nature.

Areas of discussion of the Committee may encompass current workplace activities, practices and issues as well as developing plans and strategies to meet future operating goals.

The Sydney Operations Consultative Committee has developed a constitution which is the guiding document by which the Committee operates.

The members of this Committee are responsible and committed to developing improved communications within an environment of trust, ensuring that they will work together for the benefit of employees and the Company.

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The Company makes regular use of Quality Panels for problem solving and performance improvement. Employees will be provided with appropriate training, will be encouraged to identify the need for a specific quality panel, as well as being asked to participate in any relevant quality panels.

The Company intends to hold toolbox/desktop meetings for each section on a monthly basis. Employees are requested to attend and contribute.

The Company will attempt to provide each employee and section with procedures, equipment and training to help them monitor, measure, control and improve individual and section performance.

The Company will regularly hold meetings to inform employees of the Company performance and future plans. Efforts will be made to schedule work to permit as many employees as possible to attend.



27. TRAINING AND DEVELOPMENT

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

The parties to this Agreement recognise the importance of training and development as an investment for the mutual benefit of employees and the Company. The Company supports the concepts of multi-skilling and broadbanding.

Training of employees to enable the achievement of higher and more varied skills will provide greater employment security and job satisfaction as well as provide a greater flexibility in meeting production requirements both efficiently and effectively.

It is accepted that through the analysis of the job skill requirements and an audit of the skills employees currently possess, training needs will be identified. This is the basis of the training and certification program for the Sydney Operations.

The training and development system has been formulated to indicate the paths employees may progress along through training and performance. This system emphasises that an employee may undertake training and work in a number of different sections and skill areas within their career with BOC Gases.

To achieve flexibility and improved efficiencies the Company may reasonably request employees to undergo specific skills training and each employee may also request, in line with the business needs, further skills training. The Company may reasonably require employees trained in additional skills to their normal work area, to carry out work in that other area.

BOC Gases encourages and may support employees who wish to study further to obtain formal qualifications related to their current roles or future careers within the Company. Employees should discuss these interests with their Supervisors or Personnel Officer.

Within the production environment, relief opportunities exist. It is agreed that this procedure will extend to the Works Loading section so as to give Sydney Operations Centre employees, who possess a forklift licence, training experience on a relief basis whilst permanent Works Loading employees are absent. Works Loading duties will always remain and be covered by the TWU but will allow permanent BOC Gases Sydney Operations Centre employees to relieve Works Loading personnel in such times as sick leave, workers compensation, annual leave, long service leave and training courses.

After agreement between the relevant Works Loading leading hand and the line manager on the justification of the replacement, the relief will take place from the initial day of leave or other length of time specified. Any relief personnel required on a daily basis in Works Loading will be at the discretion of the Works Loading leading hand, depending on the workload for that shift.

The training of a Works Loading relief will take place over a period of not more than ten continuous normal eight hour working days. After this period, an assessment of the employee will take place with the Works Loading leading hand and the appropriate management representative. This assessment will establish if the employee is competent or requires extended training time.

From the initial commencement of training, the trainee must remain locked into the training time frame unless agreement is reached between the Works Loading leading hand and the line manager. Employees relieving works loaders when absent must also remain locked into relief time frame.



TRAINING & DEVELOPMENT SYSTEM

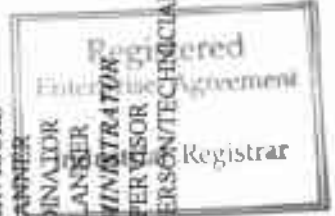
<u>STORE/TA</u>	<u>MAINTENANCE</u>	<u>INSTALLATIONS</u>	<u>INSTRUMENTATION/ ELECTRICAL</u>	<u>DUAL TRADE</u>
INDUCTION STORES	APPRENTICESHIP INDUCTION SAFETY VALVE TESTING	APPRENTICESHIP INDUCTION CUSTOMER EQUIPMENT	APPRENTICESHIP INDUCTION CUSTOMER METERING	APPRENTICESHIP INDUCTION POST TRADE QUALIFICATION
INDUCTION TRADES ASSIST	CYRO PUMPS & EQUIPMENT PLANT SOC INSTALLATIONS RELIEF CRYO VESSELS/TANKERS MINESHIELD OFFSITE METERING WELDING SPECIAL GASES <i>BOTANY/CLYDE</i> OPERATIONS LICENCES VACUUM TECHNOLOGY	CRYO PROCESS CRYO PUMP MAINT. SAFETY VALVE TESTING VACUUM TECHNOLOGY TELEMETERING INDUSTRIAL PROCESSES MAINTENANCE RELIEF AS2030 SIGNATORY PSA TECHNOLOGY LICENCES <i>INSTRUMENT ANALYSIS</i>	<i>ELECTRICAL</i> /INSTRUMENT ANALYSIS INSTALLATIONS RELIEF MAINTENANCE RELIEF SATELLITE OFFSITE PLC	

LEADING HAND
RELIEF/ACTING OPPORTUNITIES
PRODUCTION SUPERVISORS

PRODUCTION PLANNER
TRAINING CO-ORDINATOR
MAINTENANCE PLANNER

STORES TRAINING ADMINISTRATION

PLANT MAINT - SUPERVISOR
MEDICAL THERAPY STORES PERSON/TECHNICIAN



NOTE: THIS LIST IS NOT EXHAUSTIVE

TRAINING & DEVELOPMENT SYSTEM

PRODUCTION OPERATIONS

BOTANY

STORE

WORKS LOADING

SPECIAL GASES

TEST SHOP

P & L

DA

LEVEL 1

INDUCTION
CYL FILLING
DA ACETONING
DA FILLING
DA CYL EXAMINATION
REFRIG. CYL FILLING
REFRIG. CYL EXAM

INDUCTION
CYL SORTING
PERMANENT GASES
FILLING
LIQUID GASES FILLING
MIXTURES FILLING

INDUCTION
CYL SORTING
CYL TESTING
CYL PAINTING
VALVE MAINTENANCE

INDUCTION
CYL PREPARATION
ENVIROSOLS
STOCK MIXTURES
DECANTS & IMPORT
GASES
LHP GASES
SEPT/RASEAL
FUMIGANTS

INDUCTION
FORKLIFT LICENCE
CYL SORTING W/L
VCH LOAD/UNLOAD
FLAT TOP LOAD/UNLOAD
TRAILER LOAD/UNLOAD
VEHICLE MARSHALLING

LEVEL 2

DA PLANT ATTENDANT

P&L PLANT ATTENDANT
N20 PLANT ATTENDANT

POC CO-ORDINATOR
VALVE ROOM CO-
ORDINATOR
TEST SHOP SIGNATORY

HELIUM PLANT
OPERATOR
PHOSFUME OPERATOR
SPECIAL MIXTURES
CO-ORDINATOR

SPECIAL GASES
LOAD/UNLOAD
LOADING PLANNING A/S

STOREPERSON
LEADING HAND
PERSON

PROCESS WORKER



LEADING HAND

RELIEF/ACTING OPPORTUNITIES
PRODUCTION SUPERVISORS
PRODUCTION PLANNER
TRAINING CO-ORDINATOR
MAINTENANCE PLANNER

STORE/TRAINING ADMINISTRATOR

MEDICAL, THERAPY STORES PERSON/TECHNICIAN

NOTE: THIS LIST IS NOT EXHAUSTIVE

28. FLEXIBILITY

The Site has come a long way since it first began down the path of Enterprise Agreements and we would like to recognise those achievements in our Agreement.

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



29. CAREER PATHS

A career path is basically the sequence of positions (not necessarily following a set pattern), and development of skills that an employee gains during their work life. This progression and development just doesn't happen, preparation, planning and seeking opportunities is part of the process of achieving a career. Often employees cannot see the full range of available career opportunities, and if they can, it is difficult to know how to proceed.

BOC Gases, in support and encouragement of employees to take new job opportunities, advertises positions vacant for internal applications. These advertisements take the form of staff notices which are placed on notice boards for no less than five days. Applications are made to the Personnel Office and interviews conducted with relevant applicants. The Personnel Office will involve the **shift Leading Hand and Supervisors** at relevant stages of the interview and selection process to assist in maintaining the harmonious and productive work environment. Although preferential consideration is given, this does not mean that it must be offered to an internal applicant. The successful person will have the skills, qualifications, aptitude and personal qualities to fill the position, and will be an asset to the department and organisation.

Unsuccessful applicants will be advised, with the opportunity provided to discuss this result for one day before notification is given to the successful applicant. In some circumstances external recruitment for permanent positions may be conducted at the same time as internal recruitment.

As a guide to planning a realistic and achievable career within BOC Gases the following indicative lists and ideas have been compiled to assist employees in becoming aware of opportunities that may arise.



WAYS TO ACHIEVE CAREERS

FURTHER STUDY

- TAFE
- University

FURTHER SKILL TRAINING

Willingness to learn

SHOW INITIATIVE

SEEK ADVICE ON CAREER OPPORTUNITIES

- Personnel Department
- Line Manager
- Other Department Manager

SELF ASSESSMENT

- Presentation Skills
- Interview Skills
- Personal Presentation

CONSIDER BODY LANGUAGE

SEEK OPPORTUNITIES

- Read Staff Notices
- Talk to Personnel



PERFORMANCE APPRAISAL DISCUSSIONS

Expression of career ideas

PARTICIPATION IN WORKPLACE ACTIVITIES AND COMMITTEES

- Quarterly Meetings
- Safety Committee
- Consultative/*Training* Committee
- *Quality Panels*
- *Process Improvement Panels*

BUILDING KNOWLEDGE OF THE COMPANY

- Reading Company material
- Attending G&G Catalogue launches

ACCEPTANCE OF PERSONAL CONSTRUCTIVE CRITICISM

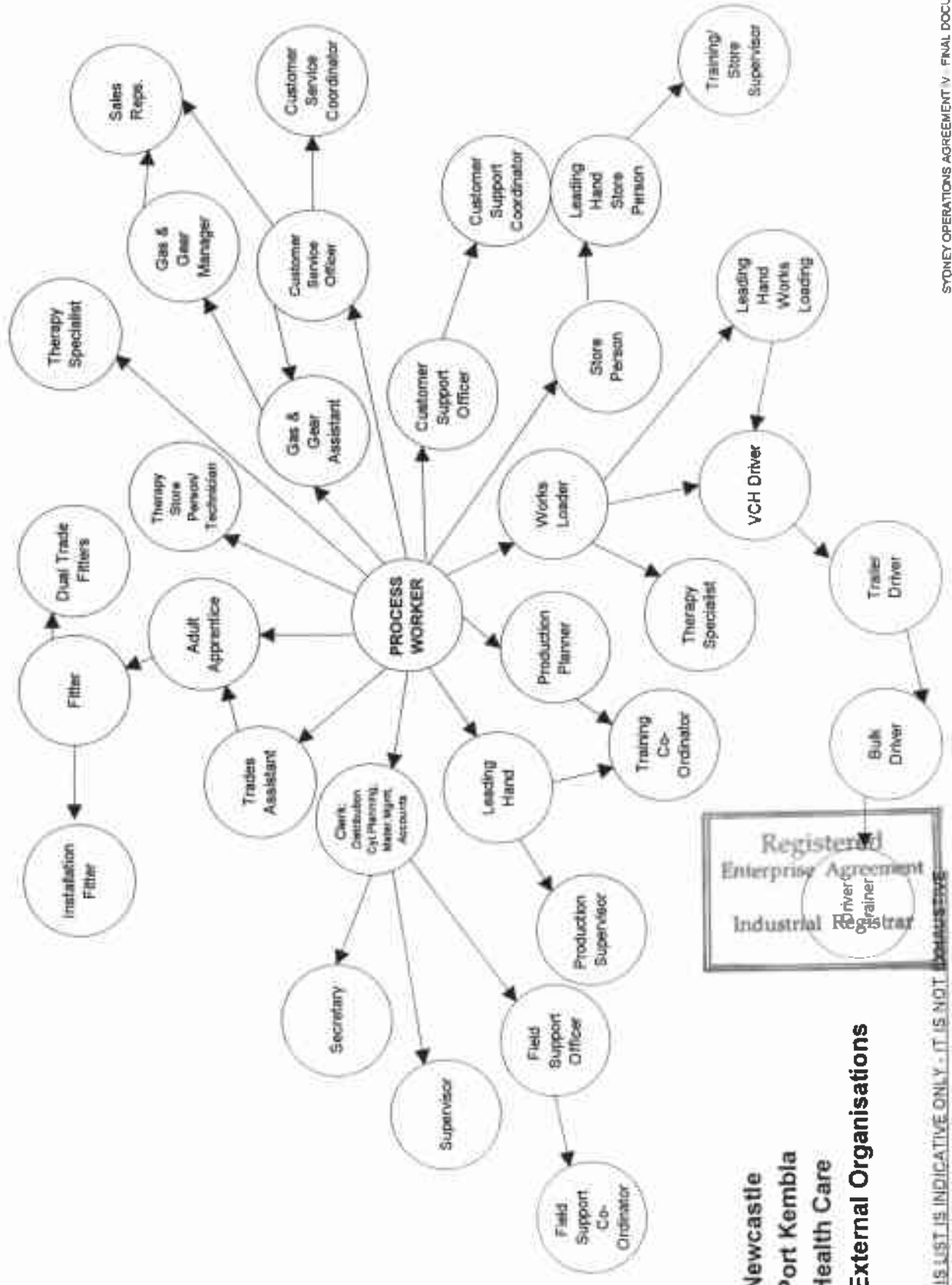
EVALUATE JOB SATISFACTION WITH MONETARY REWARDS

EVALUATE POSSIBLE SHORT TERM LOSS WITH POSSIBLE LONG TERM GOALS

PREPARATION TO MAKE PERSONAL SACRIFICES

PERFORMANCE RECORD

ATTENDANCE AND RELIABILITY RECORD



Registered Enterprise Agreement Industrial Relations Registrar

- Newcastle
- Port Kembla
- Health Care
- External Organisations

30. PERFORMANCE APPRAISALS

The parties agree that annual performance appraisals held privately between a Supervisor/Superintendent, Leading Hand and employee are to be implemented in the Sydney Operations area.

The performance appraisal covers a number of important areas that link the process of performance, training and career planning. Career plans can be made with the assistance of supervisors through the Performance Appraisal session. Supervisors/Superintendent can assist in identifying opportunities, developing strategies to achieve new roles or skills and assessing if the career plan is realistic and achievable in BOC Gases.

The performance discussion will be held annually and will include the following:

- feedback on how you have been performing your job.
- constructive ideas from both you and your supervisor on how you can improve in areas.
- identifying training needs.
- documenting training completed in the last year.
- discussing ideas and opinions of the job and work environment.
- considering career plans.
- identifying career opportunities and ways to achieve them.

The appraisal is a discussion that is documented on a performance appraisal form. This form includes a section for comments to be made by the employee. This can be the employees means of expressing any disagreement they may have in reference to the Supervisors/Superintendents and Leading Hands assessment of their performance. This performance appraisal form *is* then reviewed by the next senior manager, who will agree or question the appraisal. The employee always has the opportunity to express concern regarding the performance appraisal to this senior manager directly. This process forms the employees right of appeal to what they may believe is an unfair appraisal.

To have successful performance appraisal discussions, employees must be aware of their position accountabilities and how performance is measured. It is the intention of the Company to progressively introduce Position Descriptions for all employees. This will provide an individual means of performance measurement. Employees are also encouraged to provide input *into* their Position Description through discussion with Supervisors/Superintendents.

Details of the different Appraisal Systems/Forms are available from the Personnel Officer or your Supervisor.

31. WAGE SYSTEM

The Sydney Operations Wage System has been developed to maintain the competitive rates of pay established for employees and ensures that all employees receive fair and equitable reward for their skill development and job performance.

The Wage System for employees covered by the AWU will be based on years of service for the first 12 months. After this 12 month period, it will be dependent on the availability of Relief Level 2 positions, Permanent Level 2 positions, Relief Leading Hand positions, Permanent Co-ordinator positions, and Permanent Leading Hand positions. As part of the recruitment process for the above positions, an individual's appraisal will be reviewed. For employees covered by the TWU, AMWU and the CEPU, it is based on an employees skill development and performance measured on an ongoing basis. The formal measurement of an employees progress is discussed, amongst other things, on an annual basis in the form of a performance appraisal between the employee, their Leading Hand and their Supervisor/Superintendent in a confidential environment, as defined further in Clause 30.

As shown on the Training and Development System - Clause 27 for the Production Operations Department there are two skill levels within sections. It is agreed that an employee with Level 1 skills can perform a skill or job in another section if they are trained in that skill or if training will be provided. This period away from the normal work area may continue for a period of one month within a calendar year to enable employees to develop further skills and to provide the flexibility for relief in work areas. This period may be extended by mutual agreement. This will also occur with Level 2 skills, although the employee must already possess the skill due to the complexity, safety requirements, quality and customer service impact of these roles. Those employees who are ***covered by the TWU, AMWU and the CEPU and who are*** trained and relieve as Leading Hands or in Level 2 skill areas, at times of holidays, RDO's and other leave will be paid the full Leading Hand Allowance or appropriate higher rate of pay on those days ***when*** they work in the role. A minimum of one full day will be paid for relief work exceeding 2 hours. ***Employees covered by the AWU will be paid in accordance with their Appraisal System.***

Similarly this procedure will occur with supervisory positions in the Sydney Operations area, as indicated on the Training and Development System - Clause 27, which will result in higher level job experience and further awareness of career opportunities, for the employees who are successful applicants. The relief allowance payable in this circumstance will be the same as the Leading Hand allowance ***and is only paid when acting as the Supervisor.***

Production employees who are trained or nominate to be trained as a relief for the Botany/ICI Hydrogen-CO2 Site will receive an allowance of \$30.00 per day when working at the site. This allowance is based on the travelling required from Sydney Operations Centre (being the employees normal place of work), or if employees prefer they may clock on and off at Sydney Operations Centre and travel to Botany and claim kilometre allowance.

It is consistent with BOC Gases' People Philosophy to support employees aspirations to develop careers in the Company, that vacant permanent and relief positions be internally advertised in accordance with the procedure outlined in Clause 29 - Career Paths.

In progressing from one job classification an employees performance will be measured in relation to the new role and subsequent learning experience, which will usually correspond to Performance Standard 3, *or via the appraisal system for AWU employees*

Trade apprentices employed in the Sydney Operations area will receive six monthly reviewed waged based on a percentage of the appropriate trade rate and successful progress of their trade studies.



32. LABOUR COUNCIL/ACTU/MTFU MEETINGS

Commitment to only send a delegation to any Mass or Stop Work meetings held by the Labour Council, the ACTU, or the MTFU.

However, the Union still reserves the right to withdraw its members as required.

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Industrial Registrar

33. TEAM REVIEW

Commitment of all Parties to the Agreement for the S.B.U. (union delegates and designated Company Management) to look at Self Directed Work Teams and other associated issues including training and development, hours of work, and annualised salaries, and their potential implementation within Sydney Operations. Implementation will only take place on agreement between BOC Gases Management and the Unions involved.

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34. PARTIES TO THE AGREEMENT

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.

The Sydney Operations area 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:

1. AWU Australian Workers Union
2. AMWU Australian Manufacturing Workers Union
3. TWU Transport Workers Union, *NSW Branch*
4. CEPU (Electrical Division) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
5. BOC Gases BOC Gases Australia Limited (Sydney Operations)
6. MTIA Metal Trades Industry Association of Australia

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 39.2(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 40.2(a).



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- | | | |
|----|----------------------------|--|
| 1. | AWU | Australian Workers Union |
| 2. | AMWU | Australian Manufacturing Workers Union |
| 3. | TWU | Transport Workers Union, NSW Branch |
| 4. | CEPU (Electrical Division) | Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia |
| 5. | BOC Gases | BOC Gases Australia Limited
(Sydney Operations) |
| 6. | MTIA | Metal Trades Industry Association of Australia |

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 39.2(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 40.2(a).



35. DURATION

This Agreement shall operate from January 1, 1996 and shall remain in force until December 31, 1997 or until the Agreement is extended under Section 170 MJ of the ACT or terminated by mutual Agreement in accordance with Section 170MN of the Act. The first pay increase of five percent (5%) will become effective from the first full pay period on or after January 1, 1996. The second pay increase of four percent (4%) will become effective from the first full pay period on or after January 1, 1997.

No later than five (5) 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 this Agreement's expiry.



36. NO EXTRA CLAIMS

There shall be no further claims for wage increases during the term of this Agreement.



37. NO DURESS

No Party has entered into this Agreement under duress.



38. LEAVE RESERVED

Leave is reserved to the Parties with respect to the following:

- *EFT (Clause 12)*
- *Review of Rehabilitation Procedure (Clause 21).*
- *Performance Appraisals (Clause 30)*

Other changes to this Agreement will only result from consultation between BOC Gases Management and Union Representatives.

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Industrial Registrar

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

39.1 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 Metal Trades Industry of Australia, an industrial organisation of employers registered under the Federal Act and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, the Australian Workers Union, and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, all of 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 428-440 Victoria Street, Wetherill Park, Lot 1, Corner Baker and Anderson Streets, Botany and Durham Street, Clyde.



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

- 40.1 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 (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.
- 40.2 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 428-440 Victoria Street, Wetherill Park, Lot 1, Corner Baker and Anderson Streets, Botany and Durham Street, Clyde.



The Sydney Operations Agreement IV is signed for and on behalf of the employees of the BOC Gases Australia Limited, Gases NSW.

SIGNATORIES - SBU MEMBERS


RAY HAWKINS
TWU DELEGATE


HENRY LEON
TWU DELEGATE


RAY EVERITT
TWU SPOKESPERSON


WAYNE FORNO
TWU ORGANISER


PHILL MARTINS
AWU DELEGATE


HUNG LAM
AWU DELEGATE


PETER JONES
AWU DELEGATE


RAY SPARKES
AWU ORGANISER

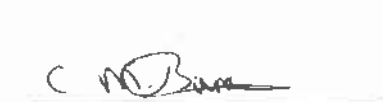

LIBA TWOMEY
CEPU SPOKESPERSON


GARY RATCLIFFE
CEPU DELEGATE
(not present at any of the meetings)

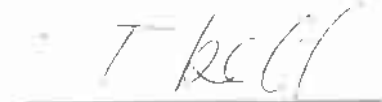



DAVID JOHNSON
AMWU DELEGATE


BRUCE O'KEEFE
AMWU ORGANISER


CHRIS BARNES
BOC GASES AUSTRALIA
LIMITED


RON ROWE
BOC GASES AUSTRALIA
LIMITED


TAMMY ISELT
BOC GASES AUSTRALIA
LIMITED

SIGNATORIES - EMPLOYER ASSOCIATION

Not required for State Registration.

SIGNATORIES - UNION OFFICIALS

Steve Hutchins

NAME:

SECRETARY/TREASURER, TWU
POSITION

TWU (NSW Branch)

29.11.96.
DATE



APPENDIX I

WAGE RATES SYSTEM AS AT 04.01.1996

PRODUCTION OPERATIONS:

	NEW PEOPLE	6 MTHS	12 MTHS	3 YRS	RELIEF LEVEL 2	15 YRS	PERM LEVEL 2	RELIEF LH	LH
SPEC. GASES	510.20	539.50	570.70	600.00	615.10	615.10	630.20	NA	671.40
ALL OTHER AWU	495.10	524.40	554.90	590.80	600.00	600.00	615.10	635.70	656.30

	PS1	PS2	PS3	PS4	PS5	L/H
WORKS LOADING:						
L1	562.70	567.60	576.80	584.70	590.80	
L2			590.80	600.00	615.10	41.20

MAINTENANCE SERVICES

	PS1	PS2	PS3	PS4	PS5	L/H
Installations/ Maintenance Fitter	638.80	653.90	668.10	683.20	698.40	41.20
Maintenance Fitter/Welder	653.90	668.10	683.20	698.40	710.10	41.20
Instrument Fitter	659.60	683.20	698.40	710.10	734.40	41.20
Electrical Fitter	674.90	690.00	710.10	734.40	749.60	41.20
Dual Maintenance/ Instrument	698.40	710.10	724.50	749.60	771.10	41.20
Dual Maintenance/ Electrical	710.10	724.50	749.60	771.10	787.00	41.20
Dual Instrument/ Electrical	724.50	749.60	771.10	787.00	805.80	41.20

Registered
Enterprise Agreement

Industrial Registrar

WAGE RATES SYSTEM AS AT 02.01.1997

PRODUCTION OPERATIONS:

	NEW PEOPLE	6 MTHS	12 MTHS	3 YRS	RELIEF LEVEL 2	15 YRS	PERM LEVEL 2	RELIEF LH	LH
SPEC. GASES	530 60	561.10	593.50	624.00	639.70	639.70	655.40	NA	698 20
ALL OTHER AWU	514.90	545.40	577 10	614.40	624 00	624.00	639.70	661 10	682 50

	PS1	PS2	PS3	PS4	PS5	L/H
WORKS LOADING:						
L1	585.20	590.30	599.90	608 10	614 40	62 80
L2			614 40	624 00	639.70	642.80



MAINTENANCE SERVICES

	PS1	PS2	PS3	PS4	PS5	L/H
Installations/ Maintenance Fitter	664.30	680.00	694.80	710 50	726.30	42 80
Maintenance Fitter/Welder	680.00	694.80	710 50	726.30	738 50	42.80
Instrument Fitter	686.20	710.50	726.30	738.50	763.80	42.80
Electrical Fitter	701.90	717 60	738 50	763 80	779.60	42.80
Dual Maintenance/ Instrument	726 30	738.50	753.50	779 60	801 90	42 80
Dual Maintenance/ Electrical	738.50	753.50	779 60	801 90	818.50	42.80
Dual Instrument/ Electrical	753 50	779 60	801 90	818.50	838 00	42 80

APPENDIX II

SYDNEY OPERATIONS MAINTENANCE CALL-OUT PROCEDURE

The following procedure is to be adhered to when Maintenance Personnel are required during out of hours for Emergency Maintenance:-

- STEP 1** **Notify Engineer/Supervisor 'On Call' of problem. The Engineer/Supervisor will assess if Maintenance Fitter is required.**
- STEP 2** **If Maintenance Fitter is required, then the Engineer/Supervisor will contact the Fitter 'on call', notifying him/her of the situation.**
- STEP 3** **The Engineer/Supervisor is to meet the Fitter at the designated plant and stay with the Fitter until the task is completed.**
- STEP 4** **The Engineer/Supervisor 'on call' is to phone Port Kembla Control Room, or whoever reported the problem, that the problem no longer exists.**



Under no circumstances is the Fitter to be contacted directly. All calls must go through the Engineer/Supervisor 'on call'.

The call-out starts at the time of the phone call and this should be logged by both the Fitter 'on call' and the Engineer/Supervisor 'on call' to avoid any confusion. The Fitter 'on call' is to be on the scene within one hour of receiving the call-out.

The call-out allowance for this procedure will be indexed annually (1 July) in line with CPI.

NOTE: The terms 'Maintenance' and 'Maintenance Fitter' are inclusive of Instrument/ Electrical Fitters.