

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/88

TITLE: BOC Gases Australia Limited Sydney Operations Enterprise Agreement 1999

I.R.C. NO: 99/4678

DATE APPROVED/COMMENCEMENT: Approved 21 September 1999 and commenced 1 July 1999

TERM: 30 June 2000

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF EMPLOYEES:

It applies to employees on the Sydney Operations Centre, Wetherill Park Production Site, except for Customer Engineering Services and Distribution.

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



**BOC Gases Australia Limited
Sydney Operations Enterprise Agreement
1999**

Registered
Enterprise Agreement
Industrial Registrar

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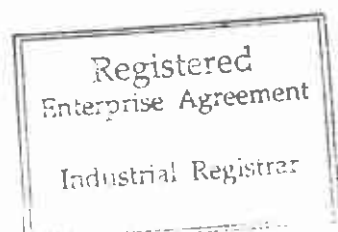
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1. Scope & Duration

- 1.1 The title of this Agreement is the BOC Gases Australia Limited Sydney Operations Enterprise Agreement 1999.
- 1.2 The parties bound by this Agreement are:
- BOC Gases Australia Limited (the Company).
 - The Company's employees (employees) covered by this Agreement.
 - The Transport Workers Union Australia (TWU) NSW Branch, [the Union(s)], its officers and members, in respect of BOC Gases Australia Limited employees, engaged in accordance with this Agreement.
- 1.3 This Agreement will replace all previous registered and unregistered Agreements and will be read and interpreted in conjunction with the Transport Industry Mixed Enterprises Interim (state) Award 1992, provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency. This Agreement applies to employees covered by the Awards listed above and employed on the Sydney Operations Centre, Wetherill Park Production Site, except for Customer Engineering Services and Distribution.
- 1.4 The Agreement will be submitted to the NSW Industrial Relations Commission for Certification in accordance with the NSW Industrial Relations Act 1991 and the Agreement will be between BOC Gases Australia Limited and the Transport Workers Union Australia (TWU).
- TWU Australia (NSW) Branch employees covered by the Transport Industry Mixed Enterprises Interim State Award 1992 shall be covered by the NSW Industrial Relations Act 1996.
- 1.5 The Agreement will take effect from the date of ratification and will expire on the 30th June 2000. At the expiration of this Agreement, the Agreement will remain in force until replaced by a new Agreement.
- 1.6 No later than three (3) months prior to the expiration of this Agreement, all parties will discuss issues relating to the development of an Agreement that will apply subsequent to this Agreement's expiry.



1.7 Company Policies

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

- Occupational Health and Safety
- Rehabilitation
- Refusal to Work on Grounds of Unsafe or Hazardous Work
- Workers Compensation
- Clothing Issue
- Use of Private Car on Company Business

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



2. Purpose of Agreement

2.1 Objectives

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

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

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

2.2 Workplace Change

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



2.3 SOC Production Consultative Committee

- (a) The SOC Consultative Committee will be established. It will involve employees from the Filling, Works Loading and Maintenance operations as well as management representatives.
- (b) The role of the Consultative Committee will include:
 - (i) Developing a strong customer focus in the team;
 - (ii) Placing a strong emphasis on teamwork and co-operative work relationships, involving all employees;
 - (iii) Monitoring organisational performance against established targets;
 - (iv) Identifying learning needs according to goals and make recommendations for the development of programmes to meet those needs;
 - (v) Overseeing productivity and rectifying, through co-operation and consultation, any problems.
 - (vi) Identifying opportunities for initiatives relating to improvements in Safety, Service and Productivity. This will include, but is not limited to, the introduction of new technology, plant de-bottlenecking, and adherence to quality systems and changes to work organisation.

Committee members will receive training in the role and brief of the Consultative Committee.



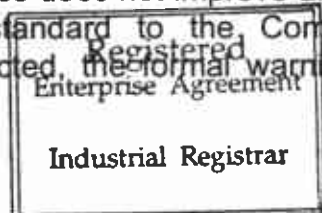
3.0 Counselling & Corrective Action

- 3.1 Employees agree to conduct themselves in a manner consistent with ethical and social standards in our community and to carry out duties within the scope of this Agreement.
- 3.2 The intent of this procedure is to approach employees, where there is evidence of job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring the employee knows the standards required, why they exist, understands how to meet the standards and the consequences of not meeting the standards.
- 3.3 A union delegate and/or official may be present at each step under the procedure.
- 3.4 If a grievance or dispute arises out of any of the steps in the procedure, the Grievance & Dispute Resolution Procedure (Clause 4.2) will be used.
- 3.5 This process does not apply to employees during their probationary period of employment, or if an employee engages in serious misconduct, or if an employee engages in conduct that can be remedied immediately in which case a final warning will only be necessary.
- 3.6 In each step of the procedure, details of the warning and the strategy to overcome the cause of the situation will be discussed, agreed and recorded on the employee's personal file.
- 3.7 **Procedure**
The procedure is made up of the following steps:

(a) Counselling

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

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



(b) Formal Warning System

Step 1 - Official Verbal Warning

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

Step 2 - Official First Written Warning

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

Step 3- Official Second and Final Written Warning

This step involves the same actions as in Step 1.

Step 4 - Termination of Employment

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

(c) Dismissal procedure

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

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

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

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



4.0 Non Interruption of Service to the Customer

4.1 Introduction

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

All parties accept that matters will be resolved in accordance with the following procedure and service to the customer will always continue without interruption or delay, with employees carrying out their duties within the scope of this Agreement.

4.2 Grievance & Dispute Resolution Procedure

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

4.3 Essential Services and Customers

It is agreed that certain essential operations (includes but not limited to medical, safety, food/hygiene, environmental, continuous operation processes) and agreed priority customers will continue to be serviced and supplied during any industrial action, including stoppages resulting from matters outside the direct control of the Company. These customers will be identified at the time by consultation/agreement with the appropriate parties and union delegates.



4.4 Union/Union Dispute Procedure

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

1. The matter will be discussed jointly by the appropriate union delegates and the employee/s concerned.
2. If the matter remains in dispute it will be discussed between officials of the union/s involved who should take all reasonable steps to jointly resolve the issue in conjunction with the appropriate union delegates and employees concerned.
3. The Company will be advised of the situation and progression at all times.
4. No industrial action will take place during these negotiations.



5.0 *Redeployment or Redundancy*

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

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

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

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

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

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

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

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

5.4 An employee whose employment is to be terminated due to redundancy will receive notice (or payment or forfeiture of payment in lieu of notice) in accordance with the notice of termination clause of the Transport Industry Mixed Enterprises Interim (State) Award 1992

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

- (a) The payment of 6 weeks pay, plus 3 weeks pay for each completed year of continuous service with pro-rata payment for any additional continuous service of less than a completed year.
- (b) The rate of pay used to calculate this payment is the employee's rate of pay in the relevant classification in Clause 14.1.
- (c) The payment from (a) above will not be more than the equivalent of 52 weeks' pay.
- (d) An additional loading will also apply to employees Age 45 or more.

The loading is as follows:

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

5.6 If the period of when an employee is advised of his/her position being redundant is greater than the period specified in the notice of termination clause of the Transport Industry Mixed Enterprises Interim (State) Award 1992, he/she will only receive severance pay if his/her last day of service is during the notice period specified in the Awards or some other mutually agreeable date.

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

5.8 During any period of notice given to an employee whose employment is to be terminated due to redundancy, the employee may take reasonable time off to attend job interviews at times mutually agreed between the employee and his/her immediate manager.

5.9 The parties acknowledge that prior to any forced redundancies, the process will be discussed with the appropriate unions.



6.0 Payment of Salaries

6.1 Full Time Employees

A full-time employee will receive an all-inclusive annualised salary.

The hours of work and the salaries for the job classifications are detailed in Clauses 12 and 14.

6.2 Part Time Employees

Employees who are employed part-time will be paid an all-inclusive annualised salary on a pro rata basis for the hours worked and according to the relevant classification in Clause 14.

6.3 Fixed Term Employees

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

- Prolonged leave
- Long term illness
- Workers Compensation.

6.4 Casual Employees

Casual employees will be employed on an hourly basis for not less than one day at a time and be paid an hourly rate of the relevant classification in Clause 14, with a loading of 20% added to the hourly rate.

6.5 Payment of Salaries

- (a) Salaries will be paid by Electronic Funds Transfer (EFT) weekly into a maximum of five bank account(s) nominated by the employee.
- (b) A one off payment of \$300/employee to transfer to EFT will be made at the commencement of this Agreement.

6.6 Unscheduled Customer Servicing

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

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

- (b) Employees who respond to this call back request will be paid the call back allowance detailed in Clause 14.2.

6.7 Flexibility

- (a) Relief – Allowances have been established to cover relief. Where an employee is required to act in a higher position for training purposes, eg. Team Leader, the period of work in the higher position will be considered as learning development and no additional payments will be made. If an employee is required by management to relieve into the Team Leader position for greater than 4 weeks, they will be paid at the higher rate for that period.
- (b) The parties agree that performance of work should be performed as efficiently as possible with employees able to be utilised in any area subject to competence.

6.8 Workers Compensation

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

6.9 Superannuation/Salary Sacrifice

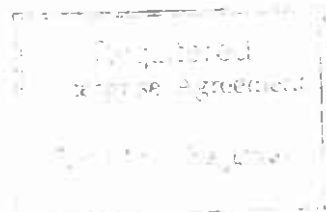
Superannuation will be provided through the BOC Gases Company Superannuation fund. The Company will contribute 13% of the eligible employee's salary to the fund.

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

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

6.10 Salary Adjustment

In addition to the 2% wage increase from 1 January 1999 there will be a further increase in all salaries of 2% from the first full pay period after 1 January 2000.



7.0 Learning

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

All such management approved learning development will be directed towards:

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

Specific training to be provided for employees will be:

- 1) Induction training on teams for all employees covered by this Agreement.
- 2) Team Leader training against agreed plan.
- 3) Consultative Committee members.
- 4) Multi-skilling in line with plan agreed by Training Committee.

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

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8.0 Leave Provisions

8.1 Annual Leave

- (a) 4 weeks (20 working days) annual leave will be available to full time employees upon each completed year of service.
- (b) The timing and length of annual leave will be determined and will take into account individual and operational requirements. For employees taking up to 4 weeks leave – 4 weeks notice is required. For employees taking greater than 4 weeks leave – 8 weeks notice is required. Exceptional circumstances will be considered at the time. The line manager will approve annual leave forms.
- (c) Annual leave will, wherever possible, be taken each year.
- (d) Annual leave loading is incorporated in the annualised salary.
- (e) All annual leave accrued will be at 9 hours/day.
- (f) Unused annual leave accrued prior to the commencement of this Agreement will be treated as hours.
- (g) Annual leave loading accrued prior to the commencement of this Agreement will be paid out as a lump sum at the current rate at the commencement of salary.

8.2 Sick Leave

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

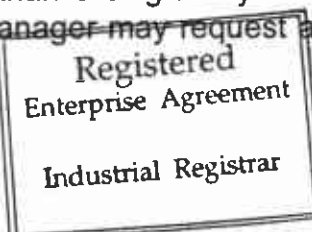
Sick leave accrued prior to the commencement of this Agreement will be treated as hours.

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

8.2.1 Notification of Absence

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

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



8.2.2 Family/Carer's Leave

The Company will reasonably consider any application for family/carers leave to enable employees to provide short-term assistance to ill members of their immediate family. Where such leave is approved it may be granted as either paid or unpaid sick leave.

8.3 Parental Leave

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

8.4 Jury Leave

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

8.5 Bereavement Leave

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

The Company will approve all reasonable requests for paid bereavement leave of up to 3 days on the occasion of the death of any member of the employee's immediate family. Paid leave beyond 3 days may be approved on a case by case basis subject to Company policy.

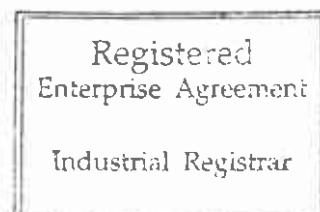
8.6 Long Service Leave

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

8.7 Public Holidays

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

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



(ii) Where in the State or a locality within the State, an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or by the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality, or where such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day will be deemed to be a holiday for the employees covered by this agreement who are employed in the area in respect of which the holiday has been proclaimed or ordered as required.

(iii) If a variation is made by the:

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

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

b) Roster Working

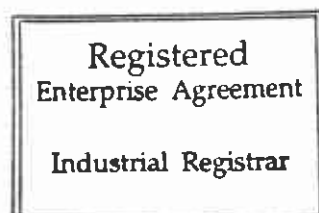
An employee will not be able to claim more than one day off for each Public Holiday occasion.

Public Holiday – Saturday/Sunday

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

Public Holiday – Monday/Friday

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



9.0 Union Access

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

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

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



10.0 No Extra Claims

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



11.0 Leave Reserved

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

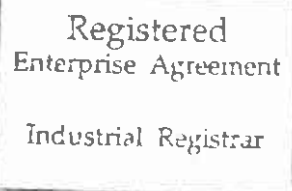
Leave is reserved to investigate the concerns of employees over fortnightly/monthly pay. These will be addressed with the view to its implementation in the next Agreement.

Leave is reserved to review the Opal reporting system with a view to moving to equivalent cylinder measurements at the end of the Agreement.

The Consultative Committee will be made up of 1 employee from each of the following departments: P&L, Test Shop, DA/Refrigerants, Special Gases, Works Loading, Maintenance along with up to 3 representatives from the Site Management Team. The makeup of the Consultative Committee will be reviewed at the quarterly SBU.

Leave is reserved by either party to review the Agreement to assess the implementation of annualised salaries. This will take place after 6 and 12 months during the Agreement. Consultation will take place prior to either party withdrawing from annualised salaries.

If either party withdraws, negotiations will take place between both parties with the aim of developing a Wages Based Agreement incorporating the base increases and flexibilities negotiated in the current Agreement. If there is failure to agree the terms and conditions the site will revert to the SOC IV Agreement incorporating the percent increases agreed in this Agreement.*



12.0 Hours of Work

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

12.1 Span of Hours

- a) Day work is defined as any shift the rostered hours of which start at or after 5:00AM and finishing at or before 5:00PM
- b) Afternoon Shift is defined as any shift the rostered hours of which finish after 5.00PM or at or before 1:00AM
- c) Night Shift is defined as any shift the rostered hours of which finish after 1.00AM and at or before 9.00AM.

12.2 Rostered Hours

Typically, the rostered hours will be as follows:

Day Shift 5.00am – 4.00pm
Staggered start times will be between 5:00am – 7:00am for all areas.

Afternoon Shift 2.00pm – 1.00am
Staggered start times will be between 2.00pm – 4.00pm for all areas.

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

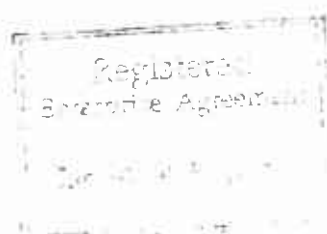
Production/Works Loading employees who are currently employed on fixed day or afternoon shift will be paid a once off payment of \$500 to move to rotating shift.

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

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

12.3 Meal Breaks

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



12.4 Normal Hours

- a) Employees will be paid for 45 hours/week with no rostered days off. Any RDOs not taken prior to annualised salary will be paid out in line with the award as a lump sum at the commencement of this Agreement.
- b) Employees will normally be rostered to work Monday to Friday. At times employees will be required to work at weekends. Under these circumstances employees will work either a six day roster or a sixth/seventh working day as determined by the Production Manager and detailed in Clauses 12.5, 12.6 and 12.7.

12.5 Six Day Rolling Roster (Tuesday – Saturday)

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

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

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

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

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

12.6 Six Day Voluntary Roster (Sunday-Thursday)

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

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



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

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

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

12.7 Additional Working Day(s)

Occasionally it will be necessary for employees to work a sixth or seventh day during the week, ie. Friday, Saturday, Sunday or Monday in addition to the normal rostered five days. This will be worked as an 8-hour day and the 8 hours will not count towards the safety net 2340 hours. Refer to Clause 14.2 for payment amounts.

12.8 Working Hours

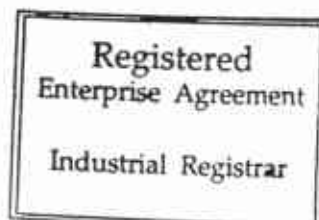
- a) The Company's plan and aim is that employees will work on average less than 45 hours/week. Employees will be rostered to work 42½ hrs/week. The workload will be planned so that provided minimum performance standards (in line with Incentive Targets) are met employees will be able to complete the work in line with the rostered hours. The number of hours worked on any one day may vary (in excess of or less than 9 hours) to meet operational and customer requirements. There will be a minimum working week of 38 hours. There will be a maximum working week of 52 scheduled hours with a maximum of 12 hours on any one day. Each employee's salary takes into account all of the requirements of the employee's role. The requirements of each task will be set out in relevant performance standards.

Employees commit to completing the scheduled work for any one day. This will be achieved through total flexibility by the workforce across the SOC site. Employees are expected to be available to work a reasonable number of additional hours if called on to do so. This may be necessary to replace absent team members, complete jobs, meet production and or process requirements, break downs and the like. Any additional hours will be worked Monday to Friday. Variations in hours will be shared across the full team.

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12.9 Safety Net

- i) There will be weekly posting of hours by individual, team, site.
- ii) Monthly posting of hours and review by the Consultative Committee. The Committee will recommend to management actions required to address any anomalies, this will include changes to manning.
- iii) Monthly posting of productivity by team and site against performance standard targets.
- iv) 12 month review – if an employee works >2340 hours/year he/she will be paid at annualised hourly rate for any excess hours. If after the 6 month review, work is continuing at an abnormally high rate, then discussions will take place with the department in question to consider the merits of excess hours payment at this time.
- v) At the end of 12 months, discussions will be held over the continuation of the safety net clause.
- vi) The Company will not work a department excessive hours continually during part of the year (eg. 26 weeks at 52 hours) and then to reduce their hours to the minimum (eg. 26 weeks at 38 hours) by off loading their work to another department to avoid exceeding the 2340 annual hours cap. The above review mechanisms will ensure this does not occur.



13.0 Classification

13.1 The following rules will apply to the classification structure.

Change in Site Activities

If the number or type of activities that are conducted on site changes significantly then the Operations Manager and Consultative Committee will consult and agree prior to implementing on the impact of the changes on the existing classifications

Movement Between Levels – Production/Works Loading

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

Movement in to level 4 (Team Leader) will be by application and appointment as the number of positions at this level will be dictated by the needs of the business.

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

Movement Between Levels – Maintenance

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

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

Team Leader

People will be appointed to the roles of Team Leader based on the selection of the best applicant for the position against the skills, accountabilities and competencies detailed in the position description. Performance against the above will be monitored on a regular basis and addressed in the first instance through coaching or training, however, failure to consistently meet the criteria may result in counselling/corrective action being undertaken. If a selected Team Leader fails to meet the criteria after additional training, the employee will revert to multi area with the pay rate as detailed in clause 14.1.

13.2 Definitions

Certified Proficient:	Has Completed the training and successfully passed a theory and practical test
Competent:	Meets the agreed performance standards

13.3 Production/Works Loading Classification

Each employee will be allocated to his/her base area. Core work is defined for each area. There will be shared work between areas. Shared work will be completed by available employees who are trained/certified to carry out this work. Support into core areas will be provided to cover shortages arising from, eg. All leave, meetings, training, workers compensation, peak demand, rosters. Core area support/completion of shared work will be agreed between Team Leaders, however, the Production Management has the final decision. If the parties have issues arising from this process, the disputes procedure outlined in this Agreement may apply.

Works Loading core work is agreed as load/unload trucks; make up loads; count/check loads; yard marshalling and servicing sort and fill bays.

Production core work is agreed as cylinder filling by pressure and weight; cylinder testing; plant operation – N20, DA Generator, Helium, Phosfume.

Stores core work is agreed as receipt/despatch goods; stores stock management and forklift activities relating to the Store.

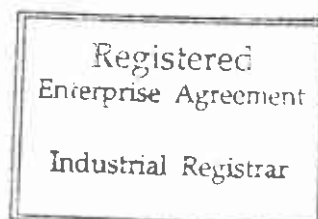
Examples of shared work include: sorting; maintenance pack movement; condemned cylinders to skip; refrigerant servicing/sorting; manpack servicing into DA building; movement of FL vessels in fill area; Test Shop servicing; Test Shop activities; P&L Filling activities; DA/Refrigerant activities; Maintenance activities.

The details of core and shared work detailed above are not exhaustive and any variation will be by consultation.

Production/Works Loading employees will be employed in one of the following four levels:

Level 1 New Starter

New employee at BOC Gases working on induction program. Maximum 6 months.

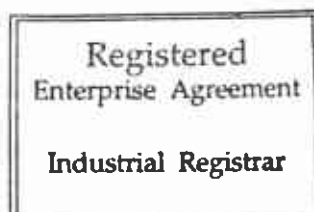


Level 2 Area
Employee who has been trained and certified competent in all tasks within his/her base area. Areas are defined as P&L, Test Shop, DA, Refrigerants, Special Gases and Works Loading (this includes Yard Marshalling).

Level 3 Multi Area
Area plus trained/certified competent in a further agreed number of tasks (developed by Training Committee) from area/s different to his/her base area.

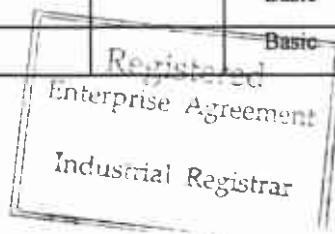
Level 4 Team Leader
In line with Position Description.

Following completion/signing of the Agreement, each employee will receive a letter detailing their new terms and conditions.



13.4 Fitters Classification System

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



TASK / SKILL / COMPETENCY	STORE- PERSON	ENTRY	MULTI AREA FITTER	SITE FITTER	DUAL TRADE	TEAM LEADER
Auto Acetone M/Cs			Basic	Basic	Advanced	Advanced
Phosphume Plant			Basic	Advanced	Advanced	Advanced
Booths A, B, C			Basic	Advanced	Advanced	Advanced
TCE Boiler Baths			✓	✓	✓	✓
Hydrogen Plant, Botany			Basic	Advanced	Advanced	Advanced
C02 Plant, Botany			Basic	Advanced	Advanced	Advanced
Nitrogen Generator			Basic	Advanced	Advanced	Advanced
Helium Plant			Basic	Advanced	Advanced	Advanced
Full AEO Qualifications					✓	
Identify Training Needs						✓
Analyse Maintenance History / Data and Make Improvements						✓
Induct / Supervise Contractors						✓
Relief Supervisor (All Tasks)						✓
Run Toolbox meetings						✓
Lead Investigations						✓

Note: SP Store Person

Basic Basic understanding of operation and ability to complete tasks supervised.

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

Dual Trade Inclusive of trades which are relevant to the business needs only, as determined by the Line Manager. These include but are not limited to mechanical / electrical, instrumentation / electrical, mechanical/instrumentation.

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

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



13.5 Special Gases

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

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



14.0 Salaries

14.1 Rates of Pay

Production Operator (Rotating Shift)

Title		Salary
Team Leader	By Appointment	\$53,907
Multi Area		\$48,300
Area		\$45,057
New Starter	With forklift licence	\$41,550
	No forklift licence	\$40,632

Pay Rates Maintenance

	Rotating Shift	Day Shift
Dual Trade	\$61,205	\$58,109
Site	\$57,069	\$54,182
Multi Area	\$53,946	\$51,217
New Starter	\$50,736	\$48,170
Store Person		\$47,882
New Starter Store	With forklift licence	\$41,550
	No forklift licence	\$40,632

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

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

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

The Salary is inclusive of all allowances for all circumstances on site apart from those listed in Clause 14.2 and incorporates shift allowance for rotating shift.

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

Maintenance Team Leader Allowance – Rotating Shifts

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

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Night Shift

In certain circumstances there may be a need for employees to work night shift. This will incur an allowance of \$10.50/shift worked. It is acknowledged by the parties that this does not preclude the company moving to a permanent 3 shift rotation following consultation and agreement which would incur a 15% loading for rotating afternoon/night shift. The above allowance would then become null and void.

No Disadvantage

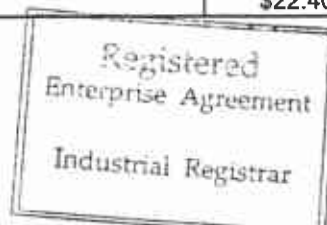
Any employee found to be disadvantaged by the transfer to salary, will have their salary and superannuation frozen and all pay rises absorbed until the Agreement salary exceeds their frozen salary. Employees on frozen salary will be required to work as a minimum at the multi area level. Any allowance entitlement will be absorbed into the frozen salary.

The salary rate will be calculated using the same methodology as the tabled salaries.



14.2 Allowances

Allowances	\$/Annum	Initial Maximum Numbers *
SG Core Production	\$1,000.00	16
SG Relief Production	\$300.00	6
SG Works Loading.**	\$150.00	12
SG Maintenance **	\$250.00	11
Core Skills N20 Plant He Plant SGM Filling Any employee required by the Company to be fully trained and certified in all tasks of two core works areas. These employees may be permanently asked to move to the second core area. This allowance will be paid once an employee is trained and certified.	\$1,000.00	2 2 4 4
Relief Core Skills Relief into N20; He plant; SGM Filling.	\$200.00	4
Truck Relief Will have to have the necessary RTA licences for all Distribution vehicles. If an employee is required to obtain an RTA licence then the licence will be obtained at the Company's expense. Will relieve into Distribution operations as required. Works Loading Team Leader/s will be expected to provide Truck relief. Allowance included in rate.	\$400.00	2
Six Day Rolling Roster	Tuesday – Saturday \$100.00 per rostered week completed Sunday – Thursday \$160.00 per rostered week completed.	
Additional Working day(s) 8 hrs Friday, Saturday or Monday 8 hrs Sunday	\$270 \$300	
Voluntary Call Back Voluntary Call Back to meet unscheduled need.	\$100.00 per attendance.	
Employees who attend Call Back and work in excess of 3 hours, the hours worked on Call Back will be counted against their next working day. Call back commences from time of call and will finish at time of departure from site. Employees are to be at work within an hour from call. Mileage allowance in line with Company Guidelines will be paid only for additional travel between SOC and Botany/Shell if an employee uses their own vehicle for this travel.		
Maintenance Team Leader – Rotating Shift A Team Leader would only be appointed if management required this position. A Team leader would be required to be on rotating shift.	\$3,400	0
First Aid	\$9/week	10
Occupational First Aid	\$18/week	2
Welding Allowance Maintenance personnel appointed and trained to carry out welding and holding welding ticket.	\$300	3
Electrical Registration	\$22.40/week	2

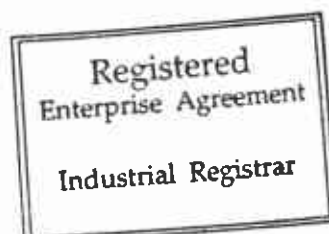


The following notes refer to the Table above.

* initial maximum numbers indicates the maximum number of employees who may be paid the allowance. The number of employees being paid an allowance will vary in line with business needs, where they spend the majority of their working day and will be set by the Production Manager. The number may vary up or down in line with business needs. Employees will only be entitled to payment of the allowance while they are using the skill for which the allowance applies.

** or the Special Gases Production Relief Allowance – *not both*.

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



	First Aid	Occupational First Aid	Special Gases	Special Gases Relief	Special Gases Workloading	Special Gases Maintenance	Core Skills	Core Skills relief	Relief Truck	6 Day roster	Additional Working Day	Voluntary Call Back	Welding Allowance	Electrical Registration
All purpose payment			✓	✓	✓	✓	✓	✓	✓					
Team leader (Prod, W/L)	✓	✓								✓	✓	✓		
Multi	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓		
Area	✓	✓			✓					✓	✓	✓		
New Starter														
Team Leader (Main)	✓	✓								✓	✓	✓	✓	✓
Dual Trade	✓	✓								✓	✓	✓	✓	
Site Fitter	✓	✓								✓	✓	✓	✓	
Multi Area Fitter	✓	✓								✓	✓	✓	✓	
New Starter Trade														
Store	✓	✓								✓	✓	✓		
New Starter Store														

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15.0 Incentive Scheme Matrix

15.1 Objectives

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

15.2 Rules & Regulations

(a) The Incentive Scheme will be calculated and reported monthly. It is made up of four components.

- A Site Service Level (monthly)
- B Site Service Level (MAA)
- C Site Index (monthly)
- D Site index (MAA)

(b) The performance against the components will be paid as the table below:

PAY DATE (2 nd pay period in)	PERIOD UNDER REVIEW	KPI PAID
December 99	July 99 – Nov 99	Components A, C
July 2000	Dec 99 – June 2000	Components A, C
July 2000	July 99 – June 2000	Components B, D

- (c) All payments are subject to PAYE tax and will be paid through payroll.
- (d) Full time employees must work a minimum of two months during each payment period (July 1999 – November 1999; December 1999 – June 2000) to qualify for any pro-rata payment of the scheme.
- (e) Full time employees who join or leave the Company during a month are not entitled to any pro-rata payment calculation for that month.
- (f) Full time employees on paid annual, sick or long service leave continue to have payments calculated under the scheme. Employees on unpaid leave will not have payments calculated under the scheme during the period of unpaid leave.
- (g) The SOC Production Consultative Committee will monitor the implementation of the scheme and recommend solutions to anomalies that may arise to the site manager for approval.
- (h) The quarterly PRP will cease upon implementation of this scheme.
- (i) The maximum incentive will be greater than 10% of the actual salary bill at the commencement of the period if all performance targets are exceeded.

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15.3 Components

Based on the average salary of \$50,400 in July 1999, the incentive is:

A		B	
Monthly Site Service Level		Site Service Level MAA	
% DIFOT	\$ per month	% DIFOT	\$ per annum
99.0	105.00	99.0	1000
98.5	82.50	98.0	624
98.0	60.00	97.0	480
97.5	40.00	96.0	360
97.0	20.00		
96.5	0		

Site Index

C			
Monthly Site Index			
	\$52/month	\$105/month	\$210/month
Month	Site Index	Site Index	Site Index
July	10.6 – 10.89	10.9 – 11.49	≥11.5
August	10.9 – 11.19	11.2 – 11.79	≥11.8
September	11.2 – 11.49	11.5 – 12.09	≥12.1
October	11.5 – 11.79	11.8 – 12.39	≥12.4
November	11.8 – 12.09	12.1 – 12.69	≥12.7
December	12.1 – 12.39	12.4 – 12.99	≥13.0
January	12.4 – 12.59	12.6 – 13.29	≥13.3
February	12.6 – 12.79	12.8 – 13.59	≥13.6
March	12.8 – 12.99	13.0 – 13.79	≥13.8
April	13.0 – 13.19	13.2 – 13.99	≥14.0
May	13.2 – 13.39	13.4 – 14.19	≥14.2
June	13.4 – 13.59	13.6 – 14.39	≥14.4

D	
Site Index MAA	
Site Index	\$/annum
≥13.5	2500
13.0 – 13.49	1500
12.6 – 12.99	1000
12.3 – 12.59	624
12.0 – 12.29	480
11.6 – 11.99	360
≤11.6	0

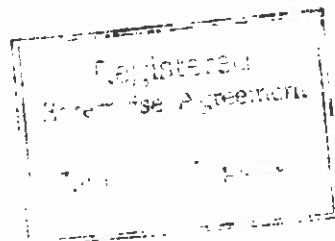
The Site Service Level is the Deliveries In Full On Time (DIFOT) as measured by the VISIT system for the full month.

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



16.0 Heads of Agreement

The Heads of Agreement played an integral part in the negotiation of this agreement and it is included at Appendix 1.



Ray Hawkins

Ray Hawkins
TWU Delegate
Date:

12.8.99.

Brian Stewart

Brian Stewart
TWU Delegate
Date:

12-8-99

Ray Everitt

Ray Everitt
TWU Spokesperson
Date:

16.8.99.

Tony Sheldon

Tony Sheldon
State Secretary TWU
Date:

26.8.99



C.M.B. Barnes

Chris Barnes
BOC Gases Australia Limited
Date: 15-7-99



Glenn Gorham
BOC Gases Australia Limited
Date: 7/7/99

J. Edwards

Jill Edwards
BOC Gases Australia Limited
Date: 15-7-99

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APPENDIX 1

SOC HEADS OF AGREEMENT - FINAL 16 November 1998

- 1 The Parties bound by this Heads Of Agreement are:
 - The BOC Gases Australia Limited [the Company]
 - SOC Production Employees [the Employee (s)]
 - The Transport Workers Union Australia (TWU) - NSW Branch, its officers and members, in respect of BOC Gases Australia Limited employees.

- 2 The Heads of Agreement will take effect from 2 November 1998 and will remain in operation until a final Agreement is signed.

- 3 All parties commit to the letter and the spirit of this Heads of Agreement, to remain part of the SOC Production Single Bargaining Unit (SBU), to attend all meetings to their conclusion and to jointly consult at all times to develop a Single Enterprise Agreement for the site.

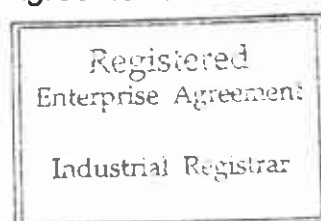
- 4 The Company commits to the engagement of an external and independent Change Agent acceptable to all parties. The Change Agent will provide support until an Agreement is signed. A detailed brief for the Change Agent will be drafted by the company and jointly agreed by the SBU.

- 5 All parties commit to targeting to complete by 31 December 1998 the Enterprise Agreement which delivers the objectives of:
 - Improved customer service.
 - The capacity to achieve SOC's performance targets.
 - Remuneration package based on reward for achievement.

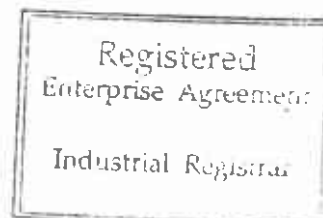
- 6 For its part BOC Gases will:
 - Implement from the 2 November 1998 a base rate increase made up of the 2% fixed offer and a further 3% increase in base in recognition of the progress made to date and the commitment in signing this Heads Of Agreement document.
 - With immediate implementation of meaningful flexibility (which results from discussions between Union and the company regarding core work) and further voluntary departures which will deliver a monthly site index of 10 by the end of February 1999, make the above increase retrospective to 1 January 1998. This will be paid in the payrun of 10 December 1998.



- 7 All Parties commit to jointly developing a remuneration structure for 1999 which, with base rate increase and substantial incentive scheme based on achievement of agreed targets, will in total be capable of delivering 5% or more.
- 8 The Employees and the unions commit to the need to negotiate significant changes in the operation of the SOC site. The changes to be negotiated will include but are not limited to:
- The implementation of meaningful flexibility between filling, testing, sorting and loading operations within skills limitations to achieve planned site index increases by the end December 1999. Until the EA is signed planned overtime as far as is practical will continue to be covered by the relevant union.
 - The removal of intra and inter union demarcation as the workforce is trained to give meaningful flexibility to fully meet the business needs on a daily basis underpinned by an understanding regarding core work.
 - Introduction of the new classification model.
 - Hours of work aligning to the current business process.
 - Manning levels in line with Productivity Targets and demand.
 - Formation of a Way Forward Consultative Committee (WFC).
- 9 The necessary changes to work practices will be detailed in Site Operations Plan (SOP) which will be presented for agreement at the WFC. The Plan will include achievable Targets to meet the business needs and detail the processes to achieve them. The Plan will be broken down into monthly actions for all parties. Performance against the plan will be reviewed monthly by WFC and senior management. Successful implementation of the SOP will deliver the ability to achieve Incentive Scheme Targets.
- 10 There will be a need for further reductions in manning across the site. All previous estimates by BOC Gases of manning levels are withdrawn. Future manning levels on site will be determined by the demand and productivity levels achieved. A process for identifying the timing of manning reduction will be included in the Enterprise Agreement. Wherever possible the Company will endeavour to avoid forced redundancy and reduce numbers by Voluntary Redundancy. Whilst there may be forced redundancies during the Life of this Agreement, to encourage multi-skilling the Company commits in the interim there will be no forced redundancies (barring major business downturn) to employees while they are undertaking the agreed training plan that results in them achieving level 3 multi-area classification across work areas on site. Employees may continue to nominate for VR at any time during the life of this Heads of Agreement.



- 11 BOC Gases is committed to working jointly with its employees and all of the current Unions who represent them on site. To achieve the necessary flexibility the Company reassures our production employees that it recognises the need for the survival of TWU's membership in production at SOC. BOC Gases will not become involved in such matters of union membership. If the company re-employs into positions from which employees have been made redundant during the change process these positions will be covered by the current union
- 12 BOC Gases commits to the development of site and individual training plans to meet business needs and to implement the required training to give all employees covered by this Heads of Agreement the opportunity to become flexible and multi skilled across work areas on site. The employees commit to immediately implement the flexibility available as a result of training they have agreed to undertake.
- 13 All parties commit to the need for on-going change throughout the life of this Heads of Agreement and the resulting Enterprise Agreement. Changes will be implemented after consultation/agreement with the WFC.
- 14 The Employees and the unions commit to on-going joint consultation and to exhaust all avenues to reach an Agreement prior to any consideration of no industrial action during the life of this Heads Of Agreement.
- 15 BOC Gases commits to registering mirror Agreements in the state (in respect of an agreement under the Transport Industries Mixed Enterprises Award with the TWU) and federal jurisdictions (in respect of the other unions signatories to the final Agreement under the Metal Industries Award).



TRANSPORT INDUSTRY MIXED ENTERPRISES (STATE) AWARD

✓ **Textile Rental and Laundry Association (New South Wales)**

✓ **New South Wales Road Transport Association Inc**

New South Wales Flour Millers Council

✓ **McCarthy Association Pty Limited**

✓ **J.A. Steel, Australian Poultry Limited**

✓ **Roads and Traffic Authority of New South Wales**

✓ **Transport Workers' Union of Australia, New South Wales Branch**

**Registered
Enterprise Agreement
Industrial Registrar**