

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/407

LR.C. NO: 96/6350

DATE APPROVED/COMMENCEMENT: 20 December 1996

TERM: 21 Months

NEW AGREEMENT OR *New*
VARIATION:

GAZETTAL REFERENCE: 29619-1397 (7.3.97)

DATE TERMINATED:

TITLE: BOC Gases Tighes Hill Site Enterprise Agreement

COVERAGE/DESCRIPTION OF

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

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

PAGES : 55

407.

TIGHES HILL

SITE

AGREEMENT

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 **BOC GASES**

30th November, 1995

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FOREWORD

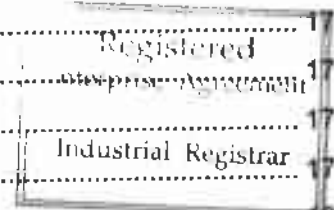
The BOC Gases Tighes Hill Site Agreement was signed on 30th November 1995 and registered in the Australian Industrial Relations Commission on _____, and the State Industrial Relations Commission on _____.

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

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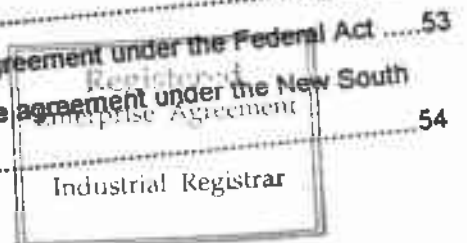
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TIGHES HILL SITE AGREEMENT

INTRODUCTION

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

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

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

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

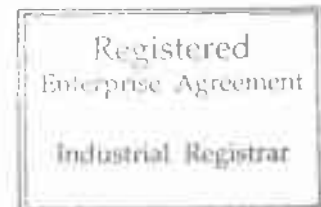


1. DEFINITIONS

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



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



PART 1 - GENERAL

2. AWARDS RELATIONSHIP

This Agreement shall be read and interpreted in conjunction with the Metal Industry Award 1984, Part 1, in respect of those employees covered by that Award, and the Transport Industry Mixed Enterprises Interim (State) Award 1992, in respect to those employees covered by that Award, provided that where there is any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

3. AIMS AND OBJECTIVES

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

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

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

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

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

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



4. SCOPE

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

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

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

References within this Agreement to locations are defined as follows:

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

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



5. SINGLE BARGAINING UNIT

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

Minutes of all meetings have been documented and formally reviewed.

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

6. DURATION

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

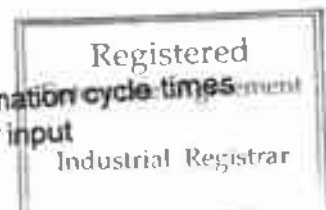
No later than three (3) months prior to the expiration of this Agreement, all parties will discuss issues relating to the development of future agreements, that will apply subsequent to the expiry of this Agreement.

7. PERFORMANCE IMPROVEMENT

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

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

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



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

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

The amount of acetylene produced from a unit of carbide

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

Cuts



8. CHANGES RELATING TO THE AGREEMENT

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

8.1 Full Cylinders into Tighes Hill Stock

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

8.2 Tea Money

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

8.3 MAINPAC: Maintenance

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

8.4 MAINPAC: Store

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

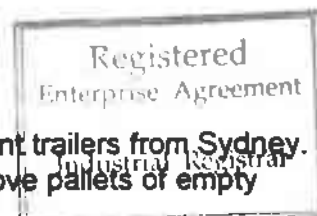
8.5 Clothing Issue

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

8.6 Increased Flexibility

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

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



Other Recent Changes for Improvement that have been introduced include:

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

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9. NEW TECHNOLOGY

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

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

Examples of previous changes involving technology are:

SAPPHIRE

OPAL

Extending the product range

Carbide Drum Crusher.

e.g. higher pressure filling.

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

Use of PC for Production Planner.

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

Improved Analysis Equipment:

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

Ultrasonic Cylinder Testing:

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

Manual Handling Equipment:

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

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

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

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10. NO EXTRA CLAIMS

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

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

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

PART 2 - TERMS OF EMPLOYMENT

11. HOURS OF WORK

11.1 General

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

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

11.2 Day Work

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

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

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

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

11.3 Shift Hours

The normal shift hours will be as follows:

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

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

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

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

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

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

11.4 DA Hours

The hours of work in the Dissolved Acetylene area are:

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

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

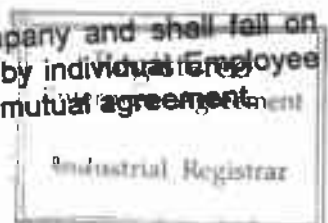
11.5 Notice of Change of Working Arrangements

- a) Where required to meet production needs a day work Employee who is requested to work shift hours will be given at least 48 hours notice unless otherwise agreed between the Company, the employees and the relevant Union representative.
- b) An Employee placed on a shift roster shall not be changed except by 7 days notice of such a change unless otherwise agreed between the Company and the Employee.

11.6 Rostered Day Off

The normal working arrangement will include 1 rostered day off in each 20 day work cycle. This will be worked so that each Employee will receive 12 rostered days off each calendar year. A 13th rostered day off is included in the four week Annual Leave entitlement as prescribed in the relevant Awards.

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



12. OVERTIME

12.1. General

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

12.2. When Applies

All time worked beyond any ordinary time of work as prescribed in Clause 11, Hours of Work, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. When calculating overtime each day shall stand alone.

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

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

12.3. For All Other Matters Related to Overtime:

- For Production and Maintenance employees who are members of the A.M.W.U. and AWU/FIME, this Agreement will recognise and adhere to the provisions of the Federal Metal Industry Award, Part 1, Clause 21, Overtime.
- For Works Loading and Unloading Employees who are members of the TWU, this Agreement will recognise and adhere to the provisions of the Transport Industry Mixed Enterprises Interim (State) Award, Clause 19, Overtime.

12.4. Overtime and Call-back

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

13. COUNSELLING AND DISCIPLINARY PROCEDURE

13.1 General

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

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

Behaviour that Warrants a Warning:

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

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13.2 The Formal Warning System

Step 1 - First Warning - Verbal

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

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

Step 2 - Second Warning - Written

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

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

Step 3 - Final Warning - Written

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

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

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

Step 4 - Termination of Employment

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

13.3 Serious Misconduct

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

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

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

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

13.4 Probationary Condition

The Formal Warning System shall not apply to new Employees during their initial probationary/assessment period of employment. Where it is intended not to offer a new Employee employment beyond their probationary period, due to their unacceptable/unsatisfactory standard of performance during such period, the Employee is advised, in the presence of the Union Delegate, of employment termination. (Normally the probationary period is three months, however, it may be extended where required to enable a better assessment to be made. Any extension of a probationary period must be documented and should be done in consultation with the Union Representative. Probation may only be extended once).

13.5 Suspension

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

13.6 Termination of Employment

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

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

13.7 Notice of Termination

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

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

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14. OCCUPATIONAL HEALTH AND SAFETY

14.1 Responsibilities:

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

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

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

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

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

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14.2 Personal Protective Equipment

14.2.1 Standards and Responsibilities

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

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

Both procedures will be used throughout BOC Gases Tighes Hill.

14.2.2 Site Requirements

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

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

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

<u>AREA</u>	<u>PPE REQUIRED</u>
Workshop	Hearing protection/Eye protection
Compressor Room	Hearing protection
Valve Room	Eye protection
P&L Test Shop	Hearing protection/Eye protection
Filling manifolds	Eye protection
DA Generator/Carbide Handling	Hearing protection/Eye Protection/Gloves/Mask
DA Test Shop	Eye protection/Mask
Sludge Pits	Eye protection/Gloves

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



15. REHABILITATION

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

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

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

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

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

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

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

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

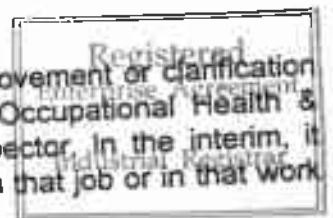
If an obvious emergency situation exists due to malfunction, accident or other circumstance, action in accordance with site Emergency Procedures must be taken.

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

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

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

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



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

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

17. WORKERS' COMPENSATION

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

18. CASUAL AND TEMPORARY LABOUR

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

18.1 Casual Employment

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

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

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

18.2 Temporary/Short Term Employees

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

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

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

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18.3 Training of Casual and Temporary Employees

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

19. CONTRACTORS

The role of Contractors at Tighes Hill is two fold:

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

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

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

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

20. LEAVE

20.1 Parental Leave

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

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

Parental Leave is unpaid leave.

20.1.1 Paternity Leave

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

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

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20.1.2 Adoption Leave

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

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

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

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

20.1.3 Maternity Leave

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

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

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

20.1.4 Returning from Parental Leave

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

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



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

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

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

20.1.5 Part-time Employment Associated with Birth of a Child

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

Eligibility and Entitlement

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

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

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

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

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

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

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

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

20.2 Single Day Annual Leave

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

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

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

- the employee will give as much notice as possible, however it is accepted that the purpose of having these days is for the employee to cope with m mishaps or last minute events that may happen in their personal life, therefore notice may not be possible

