

**1. AGREEMENT TITLE**

This Agreement shall be known as BOC Limited (Torrensville) Collective Union Agreement 2024.

**2. ARRANGEMENT**

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### **3. SCOPE, DURATION, OBJECTIVES**

#### **3.1. Parties Bound**

3.1.1. This Agreement is binding on:

- a) BOC Limited 10 Julius Avenue North Ryde 2113, ACN 078 830 878 (**BOC, Employer or the Company**);
- b) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (the **AMWU**);
- c) All employees, engaged at BOC's Torrensville site, 14 Ashwin Parade Torrensville, whether members of AMWU or not, who are employed in the classifications outlined in Clause 12 of this Agreement (the **Employees**).

3.1.2. In this Agreement, the term 'Union' refers to the AMWU.

#### **3.2. Relationship with other Instruments and Agreement**

3.2.1. This Agreement stands alone and supersedes any previous registered or unregistered, written or oral agreements applying to the parties bound in Clause 3.1.

3.2.2. The National Employment Standards (**NES**) in the *Fair Work Act 2009* (Cth) (**FW Act**) provide minimum terms and conditions of employment for all employees in Australia. The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to employees, the NES provision will apply to the extent of that inconsistency unless the provision included in this Agreement is permitted by the NES.

#### **3.3. Lodgement and Operation**

3.3.1. This Agreement shall commence seven days after it is approved by the Fair Work Commission (**FWC**).

3.3.2. This Agreement shall expire on 26 April 2027.

3.3.3. At the expiration of this Agreement, the Agreement will remain in force until replaced by a new agreement.

3.3.4. Employees shall be provided with ready access to a copy of this Agreement and a copy of the NES.

#### **3.4. Objectives**

3.4.1. 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).
- i) The parties acknowledge that the Employees may be employed on a part-time basis. The preferred basis of employment is full-time employment. Nothing in this Clause shall prevent a person being engaged part-time where that arrangement is agreed between BOC and the person to be so engaged.

### **3.5. No extra claims**

3.5.1. It is a term of this Agreement that:

- a) The parties to this Agreement shall not pursue any extra claims during the nominal life of this Agreement; and
- b) the Agreement covers all matters or claims regarding the employment of the Employees.

## **4. WORKPLACE FLEXIBILITY**

### **4.1. Flexibility Arrangements**

- 4.1.1. BOC and an individual Employee may agree to an arrangement (Individual Flexibility Arrangement - IFA) varying the effect of this Agreement in relation to BOC and the Employee in order to meet the genuine needs of the Employee and BOC.
- 4.1.2. The terms of this Agreement, which may be subject to variation by an IFA, are the following:
  - a) Allowances (Clauses 10.6 and 11.2);
  - b) Arrangements for when work is performed (Clause 13.2);

- c) Rostered Days Off (**RDOs**) (Clause 13.7)
  - d) Meal Breaks (Clause 13.10)
- 4.1.3. The Company and the Employee must genuinely make the IFA without coercion or duress.
- 4.1.4. The IFA must:
- a) be confined to a variation in the application of one or more of the terms of this Agreement listed in Clause 4.1.2.
  - b) result in the Employee being better off overall than the Employee would have been if no IFA had been agreed to;
  - c) be in writing, name the parties to the IFA and be signed by the BOC representative and the Employee (and, if the Employee is under 18 years of age, the Employee's parent or guardian); and
  - d) state when the IFA will commence, how it will vary the effect of the relevant terms, and how the Employee will be better off overall as a result of the IFA.
- 4.1.5. BOC must provide the Employee with a copy of the IFA within 14 days of it being agreed.
- 4.1.6. The IFA can be terminated:
- a) by either BOC or the Employee giving written notice to the other party of 28 days; or
  - b) by agreement of the parties in writing at any time;
- 4.1.7. BOC will ensure that the IFAs agreed to are permitted matters, and would not be an unlawful term, for the purposes of the **FW Act**.

## **5. WORKPLACE CHANGE**

### **5.1. Preamble**

5.1.1. The parties acknowledge that, in an increasingly changing business environment, we need to continually review our operations to ensure we are competitive. In doing so, BOC is committed to involvement of all relevant Employees and, where requested by the Employees, their union, in the implementation of change.

5.1.2. An Employee may be represented by a representative of their choice for the purposes of the procedures outlined in Clause 5.

### **5.2. Notification and Discussion**

5.2.1. Where the Company is planning to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the parties to this Agreement shall endeavour to consult and agree on the proposed changes.

- 5.2.2. “Significant effects” - Which include termination of employment, major changes in compositions, operation or size of our workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to their work or work locations and the restructuring of jobs.
- 5.2.3. The discussion shall commence as early as practicable after a definite decision has been made by the Company to make changes referred to previously.
- 5.2.4. The Company shall discuss with the Employees affected and, if requested by the Employees, their union, the introduction of the changes, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees.
- 5.2.5. For the purpose of such discussions, the Company shall provide the Employees concerned and, if requested by the Employees, their union, all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on the Employees and any other matters likely to affect Employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company’s interests.
- 5.2.6. Where a dispute arises regarding this process, it will be resolved as per the dispute procedure in this Agreement.

**5.3. Consultation on Hours of Work**

- 5.3.1. If BOC proposes to make changes to the Rostered Shifts as defined in Clause 13.2 or to the ordinary hours or work of Employee(s), the following will apply:
- 5.3.2. The Employer must notify the Employees who may be affected by the proposed change (**‘Relevant Employees’**).
- 5.3.3. The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
  - a) If:
    - i) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
    - ii) they advise the Employer of the identity of the representative; the Employer must recognise the representative.
  - b) As soon as practicable after proposing to introduce the change, the Employer must:
    - i) discuss with the Relevant Employees the introduction of the change; and

- ii) for the purposes of the discussion—provide to the Relevant Employees:
  - I) all relevant information about the change, including the nature of the change; and
  - II) information about what the Employer reasonably believes will be the effects of the change on the Relevant Employees; and
  - III) information about any other matters that the Employer reasonably believes are likely to affect the Relevant Employees; and
  - IV) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- c) However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- d) The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

## **6. AVOIDANCE OF INDUSTRIAL DISPUTES**

### **6.1. Background**

- 6.1.1. The parties to the Agreement agree to the objectives of the following procedure which shall be to promote the resolution of a dispute/grievance by measures based on consultation, cooperation and discussion; to avoid industrial confrontation and interruption to the performance of work and the consequential loss of production and wages.
- 6.1.2. All parties accept that matters will be resolved in accordance with the following procedure and the parties are committed to the non-interruption of customer service with employees carrying out their duties within the scope of this Agreement.
- 6.1.3. While this dispute procedure is being followed work shall continue as normal.
- 6.1.4. At any stage of this process, the Employee(s) may elect to have an employee representative present.

### **6.2. Grievance & Dispute Resolution Procedure**

- 6.2.1. In the event of a dispute, question or difficulty arising out of the operation of this Agreement or the NES affecting one or more Employees, the following procedure shall be used:
  - a) The grievance/dispute will be discussed promptly between the Employee(s) and their immediate manager.

- b) If the grievance/dispute cannot be resolved, then the grievance/dispute shall be discussed with the production/distribution manager.
- c) If the parties agree that assistance of higher levels of management may assist in resolving the dispute, the matter shall be discussed with such management.
- d) In the event the matter still cannot be resolved, either party may refer the matter to the FWC for conciliation;
- e) Genuine attempts to resolve the matter must be made prior to it being referred to the FWC for conciliation.
- f) In the event that the dispute/grievance cannot be resolved by conciliation, either party may request that the matter be resolved by arbitration by the FWC.
- g) Where arbitration is requested, the following shall apply unless a specific alternative is agreed in writing by the parties to the dispute/grievance:
  - i) the FWC may exercise the procedural powers in relation to hearing, witnesses, evidence and submissions which are necessary to make the arbitration effective;
  - ii) the decision of the FWC shall be binding on all parties to the matters.

### 6.3. **Employee Representatives and Workplace Delegates**

- 6.3.1. 'Workplace Delegate' means an Employee who is a workplace delegate as defined by the FW Act.
- 6.3.2. Employee Representatives covered by this Agreement are entitled to, and BOC must grant, up to a combined total of five days training leave with pay (**training leave**) to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and the FW Act. An Employee Representative who is a Workplace Delegate may also use training leave to attend other training which is directly related to their role as a Workplace Delegate subject to prior approval by BOC, which will not be unreasonably withheld.
- 6.3.3. The parties agree that training leave can be pooled among Employee Representatives, so long as the total number of days taken in each calendar year by the group does not exceed the number of days that would have been taken had each Employee Representative taken their individual quota.
- 6.3.4. An eligible Employee Representative must give four weeks' notice of their intention to attend such courses and the leave to be taken.
- 6.3.5. The notice must include details of the type, content and duration of the course to be attended.



- 6.3.6. The taking of such leave must be arranged having regard to the operational requirements of the business so as to minimise any adverse effect on those requirements.
- 6.3.7. An eligible Employee Representative taking such leave must be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.
- 6.3.8. Workplace Delegates will also be afforded any other entitlements applicable to them under the FW Act, as amended from time to time, in relation to their role as a Workplace Delegate.

## **7. TERMS OF EMPLOYMENT**

### **7.1. Engagement of employees**

- 7.1.1. Employees will carry out duties within the limits of their training, competencies and classification.

### **7.2. Full-time Employment**

- 7.2.1. A full-time Employee shall be engaged by the week.
- 7.2.2. Employees shall be paid for 45 hours (comprising 38 ordinary hours and 7 reasonable additional hours) per week however Employees shall normally be rostered to work an average of 43 hours per week (comprising 38 ordinary hours and 5 reasonable additional hours) over the four-week work cycle.

### **7.3. Part-Time Employment**

The parties note that the preferred method of engagement is full-time employment, however it may be appropriate due to either personal and/or business reasons for employment to be on a part-time basis.

- 7.3.1. Persons engaged to work regular hours of work on a different basis to that set out in clause 13.1 may be engaged as part-time employees.
- 7.3.2. Part-time employees will be entitled to pro rata remuneration and conditions as provided in this Agreement, based on the equivalent full-time position for 45 hours per week.
- 7.3.3. A part-time Employee may, by agreement, work in excess of their agreed ordinary hours. If the additional hours are:
  - a) performed as a continuation of their rostered ordinary hours, they will be paid at their hourly rate for the additional hours; or
  - b) worked on a day that is not normally a rostered working day for that Employee (whether weekday or weekend), the Employee will be paid in accordance with Clause 10.6.3.

- 7.3.4. Before commencing employment, the part-time Employee and the Employer will agree, in writing on: (i) the hours to be worked by the Employee, the days on which the hours will be worked, and the commencing and finishing times for the work; and (ii) the shift category that applies.

#### 7.4. **Casual Employment**

- 7.4.1. An Employee may be engaged as a casual Employee. 'Casual employee' is currently defined by the FW Act and that definition applies, as amended from time to time. If the FW Act ceases to define 'casual employee', a casual Employee will be an Employee engaged and paid as such.
- 7.4.2. Casual Employees shall be paid the applicable hourly rate set out in Appendix D Casual Rates, which is inclusive of a 25% casual loading that is paid in compensation of the entitlements that casual Employees are not entitled to.
- 7.4.3. BOC may engage up to three casual Employees without the need to consult or agree with the union or Employees.
- 7.4.4. A casual Employee, having acquired the required training modules, may be moved to the next level following a classification review and the appropriate casual rates of pay will apply.
- 7.4.5. Casual Employees' entitlements to conversion to full-time or part-time employment are provided for by the NES as amended from time to time.

#### 7.5. **Absence From Duty**

- 7.5.1. Unless a provision of this Agreement states otherwise (e.g. personal leave), an Employee not attending for duty will lose their pay for the actual time of such non-attendance.

#### 7.6. **Standing Down Employees**

- 7.6.1. The Employer has the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible.
- 7.6.2. Prior to any decision to stand down Employees, the Employee will be given the option of using any accumulated annual leave or long service leave.

#### 7.7. **Abandonment Of Employment**

- 7.7.1. The absence of an Employee from work for a continuous period exceeding three working days, without the consent of the Employer and without notification to the Employer, shall be prima facie evidence that the Employee has abandoned their employment.

7.7.2. Provided that, if, within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of the Employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

7.7.3. Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Employer, whichever is the later.

#### 7.8. **Essential Services**

7.8.1. The parties agree that essential services will continue to be serviced and continuity of supply will be maintained at all times. This includes during periods of industrial action of any kind.

7.8.2. The sorting, filling and loading of medical products will be exempt from all forms of industrial action and manning levels (including normal rostered hours) will be maintained at all times during such periods.

7.8.3. Essential services are defined as including medical customers and maintaining the provision of auxiliary services to medical facilities such as hospitals, health and community services and maintaining emergency supplies to customers which require gases for the maintenance of plant safety.

7.8.4. Essential Service Customers include all hospitals, any medical customers, ambulance services, any research customer, any safety-related process requiring blanketing/purging, any water treatment facility or power utilities.

#### 7.9. **Transition to Retirement**

##### 7.9.1. Background

- a) The majority of Employees covered by this Agreement are over the age of 55 and are predominately long serving. The parties to this Agreement recognise that a generational change is required on the Torrensville site over the next three to five years. The parties recognise that this is a unique circumstance that requires specific consideration by the parties to this Agreement.
- b) This Clause, and terms and conditions flowing from this Clause, shall only apply during the period of this Agreement and shall only apply to Employees who are 55 years of age or older, or who reach the age of 55 during the period of this Agreement (**Transitioning Employee**).
- c) The terms of this Clause shall only apply from the date an Employee reaches the age of 55.

### 7.9.2. Type of Arrangements

- a) BOC is prepared to discuss and agree to alternative working arrangements with a Transitioning Employee to assist them in their transition to retirement. These arrangements may include:
  - i) Agreement to work reduced hours (part-time hours) each week for a period of time;
  - ii) Agreement for extended periods of paid annual or long service leave;
  - iii) Agreement to average working hours over an extended period of time (an extended part-time arrangement); for example:
    - Employee works full-time for three months and takes the next three months off. The Employee would be paid at 50% of their wage for the entire six-month period;
    - Employee has two weeks on, one week off, and is paid at 2/3rds of the full-time rate for the period of the arrangement;
- b) A Transitioning Employee may elect to discuss and agree to options of cashing in or having additional RDOs as part of a transition to retirement arrangement. Such arrangements are restricted to Transitioning Employees and should not be used as a precedent by any party to this Agreement for broader changes to RDO arrangements.
- c) Any such arrangements shall be in writing and must be signed by the Transitioning Employee and BOC. Arrangements reached under this Clause are not IFAs within the meaning of Clause 4 of this Agreement.

### 7.9.3. Discussion and Advice

- a) As part of the transition process, prior to entering into a transition arrangement, the Transitioning Employee must outline their transition plans to the Operations Manager or equivalent. The Manager concerned must keep such advice confidential and shall only disclose such information to seek advice from appropriate internal and external advisers. This advice shall be used for planning of labour resources to ensure that operational needs are met now and in the future.
- b) When discussing requests for alternative working arrangements, BOC and the Transitioning Employee must take into consideration:
  - i) The Transitioning Employee's safety and other employees' safety;
  - ii) The needs of the business, such as supply of product to customers and budget requirements;

- iii) Any financial, medical or other relevant professional advice obtained by the Transitioning Employee or BOC;
- iv) The plans of both the Transitioning Employee and other Employees;
- v) Any other relevant matter.

c) Consequential Matters

Where a Transitioning Employee reaches an arrangement such that the average number of hours worked by the Transitioning Employee shall average less than 45 hours per week, all annual leave and long service leave accumulated to that date shall continue to be calculated at 45 hours per week.

## **8. NOTICE OF TERMINATION**

### **8.1. Notice of termination by BOC**

8.1.1. In order to terminate the employment of an Employee, BOC must give to the Employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

8.1.2. In addition to the notice in Clause 8.1.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

8.1.3. Payment in lieu of the prescribed notice in Clauses 8.1.1 and 8.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by BOC making payment for the remainder of the period of notice.

8.1.4. The period of notice in this Clause does not apply:

- a) in the case of dismissal for serious misconduct;
- b) to casual Employees.

### **8.2. Notice of termination by an Employee**

8.2.1. The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

8.2.2. If an Employee fails to give the notice specified in Clause 8.1.1, BOC has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under Clause 8.1.3.

**8.3. Job search entitlement**

8.3.1. Where the Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with BOC.

**9. REDUNDANCY**

**9.1. Background**

9.1.1. The parties to this Agreement recognise and accept that the measures being implemented are designed to provide more secure employment.

9.1.2. Further it is agreed that arbitrary job reductions are not a viable basis for securing ongoing improvement in productivity and/or efficiency.

9.1.3. The conditions set out below will apply to permanent full-time and part-time Employees only.

**9.2. Notification and Discussion**

9.2.1. Where BOC has made a decision that a permanent position is no longer required to meet business needs and there is an Employee in the position, discussions will take place between BOC, the Union and the Employee affected.

**9.3. Voluntary Redundancy**

9.3.1. Where the intention of the Company is to reduce the number of people performing work of the same kind, the Company may utilise natural attrition in the first instance then call for expressions of interest in voluntary redundancy from Employees in the area(s) affected.

9.3.2. Having regard to the skills and training the Company wishes to retain, consultation will occur with the Union prior to the Company making a final decision(s) on who will be accepted for voluntary redundancy.

**9.4. Suitable Alternative Employment**

9.4.1. Suitable alternative employment is defined under this Agreement as an alternate role that requires similar skills, competencies, remuneration and location.

9.4.2. In the event that such suitable alternative employment is identified, BOC will determine whether or not to offer such suitable alternative employment to the Employee concerned.

9.4.3. An Employee will not be entitled to any of the benefits of this Clause, including severance pay, loading on severance pay, outplacement services or notice of termination due to redundancy, where that Employee is engaged by another entity, concern or undertaking resulting from the transmission or sale of BOC Ltd, wholly or in part, where current wages and conditions of employment are maintained.

**9.5. Voluntary Application for vacant positions**

9.5.1. If suitable alternative employment does not exist, the Employee is welcome to apply for any vacant positions which may exist at BOC.

9.5.2. Selection of Employees for such opportunities will be in line with BOC's normal recruitment procedure, based on the competency and work performance of applicants, and on the basis of best fit with the requirements of the position and the employing business unit. The appropriate rate of pay for the position shall apply.

9.5.3. If the Employee's position is redundant and BOC deploys the Employee into suitable alternative employment, then the Employee's rate of pay will be maintained until such time as the position's rate of pay exceeds the Employee's current rate of pay.

9.5.4. If the Employee applies for, and is appointed to, a vacant position which has a lower rate of pay, then the rate of pay and conditions associated with that position will apply, and the Employee acknowledges that they have no entitlement to any additional payment, including severance, except the payment prescribed in Clause 9.5.3

**9.6. Notice and Severance**

9.6.1. An Employee whose employment is to be terminated due to redundancy will receive notice (or payment in lieu of notice). The period of notice is four weeks, with one more week added for employees' 45 years of age and over.

9.6.2. 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 six weeks' pay, plus three 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 Appendix B at the time notice is given;
- c) The payment in Clause 9.6.2 a) above will not be more than the equivalent of 52 weeks' pay;

- d) An additional loading will also apply to employees aged 45 or more. The loading is as follows:

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

- e) An outplacement service will be provided, as deemed appropriate by the Company, in the particular circumstances of each case.
- f) 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.

## 9.7. Transmission of Business

9.7.1. The provisions of this Clause are not applicable where a business is, before or after the date of this Agreement, transmitted from BOC (in this subclause called the **Transmittor**) to another employer (in this subclause called the **Transmittee**), in any of the following circumstances:

- a) Where the Employee accepts employment with the Transmittee which recognises and acknowledges in writing the period of continuous service which the Employee had with the Transmittor and any prior Transmittor to be continuous service of the employee with the transmittee; or
- b) Where the Employee rejects an offer of employment with the Transmittee:
- i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Transmittor; and
  - ii) which recognises and acknowledges in writing the period of continuous service which the Employee had with the Transmittor and any prior Transmittor to be continuous service of the Employee with the Transmittee.
- c) FWC may vary Clause 9.7.1 b) if it is satisfied that this provision would operate unfairly in a particular case.



9.7.2. Where business is transmitted from BOC to another, the period of continuous service that an Employee had with BOC must be deemed to be service with the Transmitlee and taken into account when calculating leave. However, an Employee is not entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

## 10. REMUNERATION

### 10.1. Payment of Salaries

10.1.1. Employees will be paid weekly.

10.1.2. Salaries shall be paid into a maximum of five bank account(s) nominated by the Employee. The method of payment will be by electronic funds transfer for all Employees

10.1.3. Unless otherwise agreed, an Employee's termination payment shall be paid to the Employee on the date of termination.

### 10.2. Rates of Pay

10.2.1. The minimum annual rates of pay shall be increased during the term of this Agreement on the first full pay period on or after:

01 April 2024	3.75%
26 April 2025	3.50%
26 April 2026	3.25%

10.2.2. Employees shall be paid as per the relevant salary for their classifications and roster under Clause 12 of this Agreement.

10.2.3. Salary rates for each classification and roster for full-time Employees are prescribed in Appendix B of this Agreement.

10.2.4. The salary for full-time Employees and pro-rated salary for part-time Employees is an all-inclusive rate of pay and includes all allowances, overtime, penalties, etc that would otherwise apply, except where prescribed by this Agreement.

10.2.5. Any reference in this Agreement to the "hourly rate" for full-time and part-time Employees is taken to be a reference to the hourly rates set out in Appendix B of this Agreement.

10.2.6. The rates of pay for casual Employees are set out in Appendix D.

### 10.3. Superannuation

- 10.3.1. BOC offers Employees choice of superannuation fund where required and allowed by legislation. BOC will make contributions as required under applicable legislation into the appropriate superannuation fund.
- 10.3.2. The default fund for Employees who do not make a choice, and do not have a stapled superannuation fund, will be the BOC Superannuation Fund, or as determined by BOC from time to time, provided the default fund offers a MySuper product.
- 10.3.3. BOC will continue to contribute 13% of salary to each Employees nominated fund, as has occurred since 1 July 2017.

#### 10.4. **Salary Sacrifice**

- 10.4.1. BOC will, from time to time, review the salary sacrifice options available to Employees, including but not limited to superannuation, in line with tax laws and the Company salary packaging policy. Such changes will be read as being applicable to BOC Employees under this Agreement.

#### 10.5. **Accident Pay**

- 10.5.1. Where a person is receiving workers compensation benefits under the relevant legislation, the Company shall provide make up pay to 100% of base pay for up to 52 weeks after the reduction in benefits.
- 10.5.2. The Employee shall be required to cooperatively participate in the relevant return to work or rehabilitation program.

#### 10.6. **Allowances**

##### 10.6.1. First Aid Allowance

An Employee with an approved and current First Aid Certificate who is appointed by BOC as a First Aid Officer shall be paid an allowance of \$19.79 per week.

This allowance will be increased at the same time and same rate as the First aid allowance prescribed in the *Manufacturing and Associated Industries and Occupations Award 2020* as varied from time to time (**Award**).

##### 10.6.2. Relief Team Leader Allowance

Employees may be requested to act in the position of Team Leader for no less than one shift. Where this occurs, the Employee will be paid an additional amount, being the difference between the Employee's normal salary and that of the Team Leader for the duration of the acting up period.

##### 10.6.3. Weekend Work

Where an Employee is required to work hours in addition to their rostered shifts on a weekend, the Employee will be paid at their hourly rate for the hours worked plus an additional allowance of \$175.55 per shift. This allowance will increase at the same time and by the same percentage as the salary increase outlined in Clause 10.2.1. (Note: The 01 April 2024 increase has been included in the above figure).

#### 10.6.4. Meal Allowance

Where an Employee is required to work more than two hours in excess of their rostered hours without being informed on the previous date, the employee shall be entitled to an allowance of \$16.81.

This allowance will be increased at the same time and same rate as the Meal allowance prescribed in the Award.

#### 10.7. Incentive Plan

Employees covered by this Agreement may be invited to participate in a BOC incentive plan as varied, replaced or rescinded from time to time.

### 11. WORK RELATED EXPENSES

#### 11.1. Clothing, equipment and tools

##### 11.1.1. Tools to be provided by the Employer

All tools which Employees are required to use in the course of their work shall be provided by the Employer.

##### 11.1.2. Uniforms

The Company shall provide Employees with an adequate supply of uniforms and safety boots that shall be replaced on a fair wear and tear basis.

##### 11.1.3. Personal effects

- a) The Employer shall replace or repair any Employee's dentures, hearing aids and/or prescription spectacles which are damaged or destroyed in the course of the Employee's ordinary duties, other than through the Employee's own negligence.
- b) The Employer may require the Employee to furnish a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed.

#### 11.2. Travelling, Transport And Fares

##### 11.2.1. Travel Time

- a) Where an employee is required to work away from his ordinary place of work, any additional travelling time shall be counted as time worked.

- b) This time shall be taken as part of the Employee's ordinary hours of work.

#### 11.2.2. Travelling Expenses

- a) Where an Employee is required to attend for duty away from their normal place of work, BOC shall pay any travelling expenses for the Employee that are additional to the expenses the Employee would have normally incurred if they had attended for duty at their normal place of work.
- b) Where an Employee is required to use their private vehicle on BOC business or in relation to Clause 11.2.2 a) above, the Employee shall be reimbursed at the rate of \$0.95 per km.

This allowance will be increased at the same time and same rate as the Vehicle allowance prescribed in the Award.

## 12. CLASSIFICATIONS

### 12.1. Preamble

- 12.1.1. Upon commencement, an Employee will be classified as a New Starter, as defined in Appendix A. Thereafter, an Employee may progress to subsequent classifications upon being certified proficient in all required qualifications, competencies and training. To be certified proficient, an Employee must successfully pass any required practical or theoretical test. The requirements for each classification are outlined in Appendix A.

### 12.2. Compressed Operations

- 12.2.1. The classification structure has been designed to accommodate both business and Employee needs and recognises all skills and competencies required to carry out production duties within the site's operations.
- 12.2.2. If the number or type of activities that are conducted on site change significantly, the structure will be reviewed in consultation with the affected Employees.
- 12.2.3. The classification structure requires that, to be appointed to Team Leader position, an Employee must be qualified in Level 2. This requirement does not apply retrospectively and will only apply the candidates considered for this type of position after the date this Agreement is made.

### 12.3. Maintenance Employees

- 12.3.1. The maintenance classification structure recognises all skills and competencies required to carry out maintenance duties within the site's operations.

- 12.3.2. If the number or type of activities that are conducted on site change significantly, the structure will be reviewed in consultation with the effected employees.
- 12.3.3. BOC shall consult with an appropriate training provider to ensure the training competencies outlined in the Maintenance Classification Structure are current. Once this review is completed, BOC shall, in consultation with the Union, seek to have this Agreement amended to reflect those changes.

#### 12.4. **Recognition of Prior Learning**

- 12.4.1. Where a new Employee is engaged and has a demonstrated competence to work beyond the skills of a New Starter, BOC may classify that Employee at a suitable higher classification.
- 12.4.2. A new Employee may be required to demonstrate this competence to BOC's satisfaction.

### 13. **HOURS OF WORK**

#### 13.1. **Management of Hours of Work**

**NB. CLAUSE 7.2.2 PROVIDES THAT EMPLOYEES WILL BE PAID 45 HOURS PER WEEK, HOWEVER WILL BE ROSTERED TO WORK AN AVERAGE OF 43 HOURS PER WEEK.**

- 13.1.1. To achieve the 43-hour per week average, Employees shall normally be rostered to work 45 hours per week, except in the week that a RDO occurs; in this week, they will normally be rostered to work 36 hours.
- 13.1.2. Employees shall normally be rostered to work nine hours per day, on five days per week, or four days per week in the week that a RDO occurs.
- 13.1.3. An Employee and BOC may agree to a different arrangement of hours than those outlined in Clauses 13.1.1 and 13.1.2 so long as the average rostered hours per week do not exceed 43 over the period of the agreed roster cycle.
- 13.1.4. The averaging of hours relates to the number of hours an Employee is rostered to work and not the number of hours the Employee actually works.
- 13.1.5. All reasonable efforts will be made by all parties to ensure that work is completed within the normal rostered work hours.
- 13.1.6. An Employee may not be expected to work the normal rostered work hours if the production requirements of the site are being met and the work required is completed. In such circumstances, Employees will not be required to make up any unworked hours in a subsequent working week.

- 13.1.7. An Employee may be requested to work in excess of the rostered work hours where the normal production requirements of the site cannot be met within the normal rostered hours. In such circumstances, an Employee shall not automatically be entitled to additional payments or time off in lieu for additional hours worked.
- 13.1.8. Consideration for such additional hours is included in the difference between the number of paid hours and the number of normally rostered work hours.

**13.2. Rostered work hours**

- 13.2.1. Employees will be rostered to work during the Standard Hours to meet the operational needs of the business. Employees will either be rostered to work on Day Roster or Rotating and/or Permanent Afternoon Roster, noting the possibility of night shift work as outlined in Clause 13.11.
- 13.2.2. '**Day Roster**' is when an Employee's normally rostered shifts all fall between 5am – 6pm.
- 13.2.3. '**Rotating and/or Permanent Afternoon Roster**' is when, on average, at least a third of an Employee's normally rostered shifts fall between 12 noon – 11pm, with all other rostered shifts being within the 'Day Roster' span.
- 13.2.4. '**Rostered Shift**' means a shift of which the Employee concerned has had at least 48 hours' notice, unless a different rostered shift is requested by the employee or required by the Company, and agreed by both parties.
- 13.2.5. To ensure accuracy and equity of Rostered Shifts within the work group, the Company commits to undertaking a quarterly audit of Rostered Shifts assigned and worked.
- 13.2.6. By agreement, an Employee may commence their normally Rostered Shift prior to the rostered start time, including outside of the Standard Hours, for the purposes of preparing or readying the plant or equipment for production or for other operational reasons. This, in itself, will not be grounds for any additional loadings, allowances or payments.

**13.3. Standard Hours**

- 13.3.1. The Standard Hours for the Torrensville site will be 5.00am to 11.00pm.
- 13.3.2. Standard Hours shall normally be worked Monday to Friday, however, by agreement (either individual or collective), Standard Hours may be worked on Saturday or Sunday to meet the needs of the business.
- 13.3.3. The Standard Hours may be altered by consultation and agreement between the parties.

**13.4. Safety Net of Hours**

13.4.1. Where the average number of hours worked over a 12-week period (three work cycles) by the Employees is:

- a) consistently significantly in excess of; or
- b) consistently significantly less than;

the average 43 hours per week, the labour requirements of the site shall be reassessed with the view to re-establishing the 43-hour per week average.

**13.5. Limits on Daily Hours**

13.5.1. An Employee will not work more than 12 hours on any one day.

13.5.2. An Employee will not be required to work a 12-hour day for more than three days in succession.

13.5.3. An Employee (including a casual or part-time Employee) shall not be engaged for less than four hours on any shift.

13.5.4. In determining reasonable additional hours, the provisions of the NES shall be applicable.

**13.6. Limits on 12-Hour Shifts**

13.6.1. Where an Employee is required to work 12 hours for three days in succession, unless otherwise agreed, the Employee will not be required to work more than a total of nine hours over the next two working days.

13.6.2. An Employee may agree to work more than nine hours over the next two working days, however, the Employee must be paid at no less than the Employee's hourly rate for those additional hours.

13.6.3. Any such agreement must be in writing and signed by BOC and the Employee. The Union delegate must be advised of any such arrangements.

**13.7. Rostered Days Off (RDO)**

13.7.1. Employees shall be entitled to 12 RDOs in each calendar year. These will be accumulated at the rate of one per calendar month.

13.7.2. RDOs will be taken by the Employee at the rostered time, unless the Employee requests that:

- a) they take the RDO at some other mutually agreed time, including at a time concurrent with annual leave;
- b) the RDO be paid out in cash at the Employee's hourly rate.

13.7.3. Where an RDO is cashed-in or there is agreement to take the RDO at another time, there shall be appropriate adjustments in the calculation of the average number of hours worked by an Employee in each work cycle.

**13.8. Additional Hours of Work for Non-standard work**

- 13.8.1. An Employee shall be paid for any hours worked in addition to their rostered work hours for additional work required due to:
- a) a specific project;
  - b) a breakdown of machinery or shut down that is outside the control of BOC;
  - c) a requirement to provide support to another BOC site for any reasons; or
  - d) additional work volume which cannot reasonably be completed during rostered work hours.
- 13.8.2. Additional hours shall be paid at the Employee's hourly rate.
- 13.8.3. Where an Employee is required to work an additional shift under Clause 13.8.1.a) to 13.8.1.c) inclusive, a minimum payment of five hours shall apply.
- 13.8.4. An Employee may elect not to be paid for additional hours worked under this Clause and take the additional hours as time off in lieu. In this case, the hours taken as time off in lieu shall be included in calculating the average number of rostered hours and the average number of hours worked by the Employee.
- 13.8.5. Any accrued, but untaken, time off in lieu will be paid out on termination of employment at the hourly rate.

**13.9. Call outs**

- 13.9.1. A call out payment will be paid where an Employee is called back on an RDO to a maximum of nine hours. This payment is based on the hourly rate and will be paid in addition to their normal salary.

**13.10. Meal breaks**

- 13.10.1. No Employee shall be required, except in the case of an emergency, to work more than five hours without a meal break.
- 13.10.2. Unless otherwise agreed, meal breaks shall be paid and shall be 20 minutes in length.
- 13.10.3. Meal breaks shall be staggered to ensure minimum disruption to production.
- 13.10.4. Where an Employee is required to work a shift that is in excess of 10 hours, the Employee shall be provided with a minimum of two meal breaks.

**13.11. Night Shift**

- 13.11.1. General Requirements



- a) Night shift may need to be implemented by BOC to assist in meeting short term increases in demand that cannot reasonably be met during normal operational hours.
- b) Prior to a night shift being implemented, every effort will be made to establish that the work cannot be carried out in the Standard Hours. This shall be done in consultation with the relevant Employees and, if requested by the Employees, the Union.
- c) Where a night shift is implemented, a rotating shift arrangement shall be preferred so that night shift will alternate with either Day or Rotating/Permanent Afternoon Roster.
- d) An Employee may elect not to work an alternating shift arrangement in preference to working permanent night shift.

#### 13.11.2. Implementation of Permanent 24-hour operations

- a) In the event that BOC decides to implement 24-hour operations on a permanent basis, BOC shall consult the Employees, in accordance with Clause 5.

#### 13.11.3. Notification

- a) Where night shift is required, teams, by way of initially calling for volunteers, shall ensure adequate arrangements for night shift coverage.
- b) The Company shall provide seven days' notice of the commencement of any night shift. An Employee may agree to commence on a night shift earlier.

#### 13.11.4. Hours of Night Shift

- a) **'Night shift'** shall be any shift where the majority of rostered hours are worked after 11.00pm and before 5.00am.

#### 13.11.5. Rostering of Night Shift

- a) Night shift shall be worked between Monday and Friday. Shift arrangements, including starting time, will be determined by consultation, with the Employees working night shift.
- b) The night shift roster may either:
  - i) commence on a Monday night and conclude on a Saturday morning; or
  - ii) commence on a Sunday night and conclude on a Friday morning.
- c) The preferred method of rostering night shift shall be in accordance with Clause 13.11.5 b)i) above, however BOC and the Employees working night shift may agree to work the arrangements in accordance with Clause 13.11.5 b)ii).

- d) Unless otherwise agreed, Employees shall work no less than five consecutive shifts on night shift.
- e) Employees rostered on night shift shall be provided with at least 48 continuous hours off work in each week they are rostered on night shift. Unless otherwise agreed, a 48-hour break will be provided before the commencement of night shift.
- f) There shall be at least 10 hours between shifts, and the Employee shall not be disadvantaged by being required to take this break.
- g) No Employee shall be required to commence more than one shift on any one day.
- h) Night shifts shall be no longer than nine hours, unless otherwise agreed.

#### 13.11.6. Loadings

- a) Where night shift rotates with either afternoon or day shift, the Employee shall be paid a loading of 10% based on the Employee's current rate of pay for the period of time they are engaged on night shift.
- b) The period of time the night shift shall be paid shall include the days or weeks that night shift alternates with either Day or Rotating/Permanent Afternoon Roster.
- c) Where night shift does not alternate with either Day or Rotating/Permanent Afternoon Roster, the Employee shall be paid a loading on 15% based on the Employee's current rate of pay for the period of the night shift.

## 14. LEAVE AND PUBLIC HOLIDAYS

### 14.1. Annual Leave

#### 14.1.1. National Employment Standards

- a) Annual Leave is provided for in the NES.
- b) The NES provides for four weeks of paid Annual Leave, which accrues progressively based on the Employee's ordinary hours of work, for employees other than casual Employees.
- c) An Employee engaged as a shiftworker for the purposes of the NES will receive an additional week of Annual Leave.
- d) For the purposes of the additional week of Annual Leave in the NES, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and Public Holidays.

#### 14.1.2. Taking Leave

- a) Annual Leave will be taken at a time agreed between the Employer and the Employee. Wherever possible, it should be taken each year.
- b) Annual Leave shall be paid at the rate at which the Employee was paid immediately prior to the Employee commencing on leave.

#### 14.1.3. Excess Annual Leave

- a) Where an Employee has accrued more than eight weeks' Annual Leave, the Manager may discuss with the Employee options for reducing the Employee's balance below eight weeks.
- b) The Manager and the Employee should endeavour to reach agreement on how the leave will be reduced within a reasonable period of time.
- c) In the event that agreement cannot be reached, the Manager may direct the Employee, with four weeks' notice, to take up to one quarter of the amount of Annual Leave available to the Employee.

#### 14.1.4. Annual close down

- a) BOC may elect close down Torrensville production or part of it for the purpose of allowing Annual Leave to all, or the majority of the Employees covered by this Agreement, provided that:
  - i) BOC gives not less than four weeks' notice of intention to do so; and
  - ii) an Employee, who has accrued sufficient Annual Leave to cover the period of the close down, is allowed to access their Annual Leave and be paid for that Annual Leave at the appropriate wage in accordance with this Agreement; and
  - iii) an Employee who has not accrued sufficient Annual Leave to cover part or all of the close down, is allowed to access their paid Annual Leave for the period for which they have accrued sufficient leave and then take unpaid leave for the remainder of the closedown; and
  - iv) any Annual Leave taken by an Employee as a result of a close down also counts as service by the Employee with their Employer; and
  - v) the Employer may only close down the enterprise or part of it for one or two separate periods in a year; and
  - vi) if the Employer closes down the enterprise or part of it in two separate periods, one of the periods must be for a period of at least 14 consecutive days, including non-working days.

## 14.2. Definitions

14.2.1. In Clauses 14.3 and 14.4, the following are members of the Employee's immediate family:

- a) spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- b) child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

14.2.2. Child, spouse and de facto partner are defined in the NES.

### 14.3. **Personal Leave**

#### 14.3.1. The NES

- a) Personal Leave is provided for in the NES.
- b) Personal Leave may be taken either as:
  - i) Sick Leave, to enable an Employee to recover from illness or injury; or
  - ii) Carer's Leave, to provide care to a member of the Employee's immediate family or household who is ill, injured, or experiencing an unexpected emergency;
- c) The NES provides for 10 days' paid Personal Leave per year (pro-rata for part-time employees based on their ordinary hours of work), which accrues progressively based on the Employee's ordinary hour of work, for employees other than casual Employees.
- d) Unused paid Personal Leave accumulates from year to year.

#### 14.3.2. Notification and Documentation

- a) To be eligible for payment of Sick Leave, an Employee must:
  - i) notify their Team Leader or Manager as soon as reasonably practicable of their inability to attend for duty, preferably within an hour of the commencement of the shift.
  - ii) provide a medical certificate for the period of absence from a registered health practitioner in the following circumstances:
    - I) Any Sick Leave greater than one rostered working day in duration;
    - II) Any Sick Leave on a rostered working day before or after a public holiday;
    - III) Any Sick Leave when an Employee has taken more than five single day absences during a 12-month period.
  - iii) If it is not reasonably practical for the Employee to provide a medical certificate, the Employer may request that the Employee provide a statutory declaration stating that the Employee was unfit for work for the relevant period.

To the extent possible, an Employee should advise BOC of the expected duration of the absence.

To be eligible for payment of Carer's Leave, the Employee must:

- iv) as soon as possible, advise of their inability to attend for duty and preferably within an hour of the commencement of the shift due to:
  - I) their need to care for a family or household member due to either personal illness or injury of that member; or
  - II) an unexpected emergency affecting the family or household member;
- v) Unless otherwise directed by their Manager, the Employee must provide either:
  - I) a medical certificate from a registered health practitioner that covers the period of the absence which must include a statement from the practitioner that the family or household member was suffering from a personal illness or injury during the period, and required the Employee's care; or
  - II) where it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration with a statement to the effect that the Employee requires, or required, leave to provide care to a family or household member who was ill, injured or experiencing an unexpected emergency.

#### 14.3.3. Reemployment and Personal Leave

- a) If an Employee (other than a casual Employee) is terminated by BOC and is re-engaged by BOC within a period of six months, then the Employee's unclaimed balance of paid Personal Leave continues from the date of re-engagement.

#### 14.4. **Compassionate Leave**

##### 14.4.1. The NES

- a) Compassionate Leave is provided for in the NES.
- b) The NES provides for two days of paid compassionate leave per occasion for Employees other than casual Employees.
- c) Casual Employees are entitled to 2 days of unpaid compassionate leave for each occasion.
- d) Compassionate leave may be taken by an Employee when a member of the Employee's immediate family (as defined) or household:
  - i) Contracts or develops a personal illness that poses a serious threat to his or her life;
  - ii) Sustains a personal injury that poses a serious threat to his or her life;

- iii) Dies; or
  - iv) A child is stillborn, where the child would have been a member of the Employee's immediate family or household; or
  - v) The Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- e) An Employee may be required to provide satisfactory evidence in support of a Compassionate Leave absence.

#### 14.5. Public Holidays

##### 14.5.1. The NES

- a) Public holidays are provided for in the NES.
- b) For clarity, the following days shall be public holidays for the purpose of this Agreement: New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Labour Day, King's Birthday, Christmas Day, Boxing Day and any other day or part day proclaimed or gazetted for the State of South Australia.

14.5.2. Where a public holiday falls during a period of Annual Leave or Long Service Leave, an additional day shall be added to the Employee's period of leave.

##### 14.5.3. Work on a Public Holiday

- a) Employees shall not normally be required to work on a public holiday.
- b) Employees may be requested to work on a public holiday in emergency circumstances.
- c) Where an Employee is requested to work on a public holiday, the Employee shall be paid double time and a half for work on that day, or be provided a day off in lieu.

##### 14.5.4. Public Holidays which fall on a weekend

- a) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.
- b) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.
- c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.

##### 14.5.5. Substitution of certain Public Holidays by agreement at the enterprise

- a) BOC and an individual Employee may agree to the Employee taking another day as the public holiday instead of the day which is being observed as the public holiday.

14.5.6. Rostered day off falling on Public Holiday

Where an Employee's scheduled RDO falls on a public holiday, the RDO shall be scheduled for another day. Unless otherwise agreed, this RDO shall be taken as soon as reasonably possible after the day it was scheduled to be taken.

14.6. **Parental Leave**

14.6.1. Parental Leave is provided for in the NES.

14.6.2. The NES provides an initial entitlement of up to 12 months unpaid leave, including for eligible casual Employees.

14.7. **Community Service Leave**

14.7.1. The NES

- a) Community Service Leave is provided for in the NES.
- b) Community Service Leave includes Jury Service and Volunteer Emergency Services Leave.

14.7.2. Jury Service

- a) An Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by BOC an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wages that he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- b) Clause 14.7.2 shall apply irrespective of the period of time the Employee is required to attend for jury service.

14.7.3. Emergency Services Leave

- a) Emergency Services Leave is unpaid leave and will be provided in accordance with the NES.

14.8. **Long Service Leave**

14.8.1. Long Service Leave shall be provided as per the Long Service Leave Act 1987 (SA).

**APPENDIX A - CLASSIFICATION STRUCTURES**

**Production**

Level	BOC Training Required (refer Schedules C.1 – C.3)	External Training Required (refer Schedule C.4)	Qualification Conditions
New Starter	Induction Forklift Operation CBT Empty Sort Cylinder Commissioning	High risk work licence – Forklift Operation	Must have completed all site induction and orientation requirements
Level 1 Production Operator	Core Training in one of the following Areas:  P&L Works Loading		Must have completed Level 1 and assessed as competent in one Core Area
Level 2 Flexible Operator	Core Training in either  P&L Works Loading Plus 2 other additional elements from list as required by business needs		Must have completed Level 1 and Level 2 and assessed as competent in another core element or 2 additional elements  By Appointment
Level 3 Team Leader	Operational management suite of training <ul style="list-style-type: none"> <li>• Accident/Incident Reporting &amp; Investigation - Synergi</li> <li>• Emergency Preparedness</li> <li>• Permit to Work</li> <li>• Frontline Management Training</li> </ul>		Must be qualified in level 2.  By Appointment



**APPENDIX A - CLASSIFICATION STRUCTURES.....(Cont)**

**MAINTENANCE**

<b>Maintenance Levels</b>	<b>Internal Modules</b> (refer Schedule C.5)	<b>External Modules</b> (refer Schedule C.4)	<b>Qualification Condition</b>
<b>New Starter</b>	1,2, 14, 15, 16	Forklift, Fire Extinguisher Training	Certified Eng Trade Mechanical or equivalent and agreement to complete Internal and External Modules.
<b>Level 2</b>	17, 18	Breathing Apparatus Compression Fittings	On completion of internal and external blocks
<b>Level 3</b>	19, 21, 22, 23, 24	Gas and Tungsten Arc Welding Pneumatics 1 Welding and Brazing (Certified) Elevated Platform Licence	On completion of Level two blocks and one Level 3 Block as determined by business needs and a preparedness to lead the Maintenance team in the absence of Team Leader.
<b>Team Leader</b>	20	FMI Business Management Certificate Level 4	By appointment with the commitment to complete BOC Team Leader Training

The parties agree to commit to reviewing the classification structure during the life of the Agreement.

**APPENDIX B - SALARY RATES**

**Production Rates of Pay**

**Pay effective from 01 April 2024**

<b>Annual Salary</b>	<b>Day Roster</b> Shifts between 5am-6pm	<b>Rotating and/or Permanent Afternoon Roster</b> Shifts between 12pm-11pm (By Appointment)
New Starter	\$68,333	NA
Level 1	\$72,849	\$77,349
Level 2	\$87,827	\$92,039
Level 3	\$95,840	\$100,143
<b>Weekly Salary</b>		
New Starter	\$1,314.10	NA
Level 1	\$1,400.94	\$1,487.48
Level 2	\$1,688.98	\$1,769.98
Level 3	\$1,843.08	\$1,925.83
<b>Hourly Rate</b>		
New Starter	\$29.20	NA
Level 1	\$31.13	\$33.06
Level 2	\$37.53	\$39.33
Level 3	\$40.96	\$42.80

Note: The Level 1 Day and Level 1 Afternoon Annual Salary amounts were increased by \$1,000 in addition to the agreed Year 1 percentage increase.

**Pay effective from 26 April 2025**

<b>Annual Salary</b>	<b>Day Roster</b> Shifts between 5am-6pm	<b>Rotating and/or Permanent Afternoon Roster</b> Shifts between 12pm-11pm (By Appointment)
New Starter	\$70,725	NA
Level 1	\$75,399	\$80,056
Level 2	\$90,901	\$95,260
Level 3	\$99,194	\$103,648
<b>Weekly Salary</b>		
New Starter	\$1,360.10	NA
Level 1	\$1,449.98	\$1,539.54
Level 2	\$1,748.10	\$1,831.92
Level 3	\$1,907.58	\$1,993.23
<b>Hourly Rate</b>		
New Starter	\$30.22	NA
Level 1	\$32.22	\$34.21
Level 2	\$38.85	\$40.71
Level 3	\$42.39	\$44.29

**Pay effective from 26 April 2026**

<b>Annual Salary</b>	<b>Day Roster</b> Shifts between 5am-6pm	<b>Rotating and/or Permanent Afternoon Roster</b> Shifts between 12pm-11pm (By Appointment)
New Starter	\$73,024	NA
Level 1	\$77,849	\$82,658
Level 2	\$93,855	\$98,356
Level 3	\$102,418	\$107,017
<b>Weekly Salary</b>		
New Starter	\$1,404.31	NA
Level 1	\$1,497.10	\$1,589.58
Level 2	\$1,804.90	\$1,891.46
Level 3	\$1,969.58	\$2,058.02
<b>Hourly Rate</b>		
New Starter	\$31.21	NA
Level 1	\$33.27	\$35.32
Level 2	\$40.11	\$42.03
Level 3	\$43.77	\$45.73

Note: The following clause was included in the 1999 Enterprise Agreement to explain the composition of the all up salaries and is retained in this Appendix for reference.

The annualised salary for Compressed Operations employees has been calculated on the basis of a 3% increase on the current wages hourly rate and a further 3% increase in the second year. The salary also includes 7 hours overtime at time and a half totalling 45 hours per week. Addition inclusions are shift allowance at 7.5% per week compensating for rotating day/afternoon shift, 17.5% leave loading, all supplementary additions to hourly rates and a \$100.00 payment covering all allowances on site except First Aid Allowance. A First Aid allowance of \$9.30 per week shall be paid too designated employees in addition to the salary shown. When the roster for an employee requires them to work shift each week rather than on an alternating basis then an addition to the salary will apply for the period that the permanent shift is worked.

**Maintenance Rates of Pay**

	<b>From 01 April 2024</b>	<b>From 26 April 2025</b>	<b>From 26 April 2026</b>
<b>Level 1</b>	\$82,016	\$84,887	\$87,646
<b>Level 2</b>	\$90,337	\$93,499	\$96,538
<b>Level 3</b>	\$95,516	\$98,859	\$102,072
<b>Level 4</b>	\$102,680	\$106,274	\$109,728
<b>Weekly Rates</b>			
<b>Level 1</b>	\$1,577.23	\$1,632.44	\$1,685.50
<b>Level 2</b>	\$1,737.25	\$1,798.06	\$1,856.50
<b>Level 3</b>	\$1,836.85	\$1,901.13	\$1,962.92
<b>Level 4</b>	\$1,974.62	\$2,043.73	\$2,110.15
<b>Hourly Rates</b>			
<b>Level 1</b>	\$35.05	\$36.28	\$37.46
<b>Level 2</b>	\$38.61	\$39.96	\$41.26
<b>Level 3</b>	\$40.82	\$42.25	\$43.62
<b>Level 4</b>	\$43.88	\$45.42	\$46.89

Note: The following clause was included in the 1999 Enterprise Agreement to explain the composition of the all up salaries and is retained in this Appendix for reference.

The annualised salary for Maintenance employees has been calculated on the basis of a 3% increase on the current wages hourly rate for the first year and a further 3% in the second year. The roster covers 7 hours overtime at time and a half for 21 weeks and 5 hours at time and a half and 2 hours at double time for 21 weeks to compensate for planned Saturday work, totalling 45 hours. A 17.5% leave loading, all supplementary additions to hourly rates and a \$100.00 payment covering all allowances on site except First Aid Allowance. A First Aid allowance of \$9.30 per week shall be paid too designated employees in addition to the salary shown.

## APPENDIX C - TRAINING

### C-1 Production Operator– Initial Training

On commencing employment with BOC Limited, a new Employee is required to carry out basic training prior to commencing Core Area Training. As a guide, the basic training should take approximately three months to complete. The preferred method of training delivery and assessment is competency-based training (CBT) and the modules referenced are based on those assessments available in LiMSS.

<b>Section</b>	<b>Description</b>
<b>Induction</b>	Site Induction
<b>Fire Extinguisher</b>	Practical – on site
<b>Forklift</b>	Forklift Operations – CBT Assessment Forklift Licence - External
<b>Empty Sort</b>	Cylinder Blowdown CBT Assessment Cylinder Inspection CBT Assessment Gas Packages CBT Assessment Inspection Dock@ Sites CBT Assessment LPG Overview CBT Assessment Pre-Fill Inspection CBT Assessment
<b>Policies and Procedures Level 1 &amp; 2</b>	HR Policies SHEQ policies Business Overviews

### C-2 Production Core Areas – Training

<i>Area</i>	<i>Description</i>
P&L Filling	Permanent Gas Filling – CBT Assessment Liquefiable Gas Filling – CBT Assessment FL/FLE Filling Medical Filling CBT Assessment Industrial Filling CO2 Filling Dry Ice Production
Works Loading	Yard Operations – CBT Assessment Chain of Responsibility Training (external)

Note: Trainer/Assessor and Additional Works Loading core elements will be subject to further review/discussion during the life of the Agreement.

### **C.3 Additional Elements For Flexible Operator**

<b><i>Element</i></b>
Workplace Trainer / Assessor
ICC Shipment Control CBT Assessment
Permit to Work CBT Assessment
Gatehouse Duties
Cylinder commissioning and registration
Cylinder repairs and condemning
Pack building and maintenance
Cylinder inventory QC and SL1200 checks

Note: Dangerous Goods and Fire Suppression Systems will be subject to further review/discussion during the life of the Agreement.

## **C.4 External Training Available**

List of additional training to compliment employee skills base. Nominations for this training will be approved by Production Manager and will be based on business needs. (Refer Appendix A)

### **External Training Available**

<b>Description</b>	<b>Stream</b>
Forklift Training	Compr/Maint
Fire Extinguisher Training	Compr/Maint
Dangerous Goods Storage & Transport	Compressed
Use of Power & Hand Tools	Compressed
Breathing Apparatus	Compr/Maint
Train the Trainer	Compr/Maint
Assessor	Compr/Maint
Gas Tungsten Arc Welding TAFE	Maintenance
Pneumatics 1	Maintenance
Refrigeration Fundamentals TAFE	Maintenance
Rigging Introduction	Maintenance
Compression Fittings	Maintenance
Welding and Brazing (Certified)	Maintenance
Maintenance Systems	Maintenance
Frontline Management Certificate 4	Compr/Maint
TAFE courses = 6 Metal & Eng Competency points	Maintenance



## C.5 Maintenance Internal Training

	IMSS Folders		
<b>1. New Starter Training</b> About Forklifts Forklift Hazards and Safety Forklift Operations Pallets Container Handling Pre-Fill Inspection		<b>14. Pack Maintenance</b> Pack inspection, cleaning, painting, Assembly & dis-assembly, valve repair All functions related to pre & post fill Inspections Record Keeping & SAP Data Entry Emergency Procedures Quality Assurance checks & tests	
<b>15. Process Comprehension</b> Basic Principles of DA Production & Filling Basic Principles of Compressed Filling Systems Basic Principles of Liquid Filling Systems Storage Vessels Material Compatibility		<b>16. Oxygen Cleaning Techniques</b> Identify & clean components to Oxy Clean Standards, using the vapour bath method Recognise oxygen compatibility Emergency Procedures Quality Assurance checks & tests	
<b>17. High Pressure Pipe Fitting</b> Fabricate/maintain high pressure pipe systems Select compatible materials to suit Carry out hydrostatic tests, purge / dry system Record Keeping Emergency Procedures Quality Assurance checks & tests		<b>18. Maintenance of Compressors</b> Maintain multi-stage compressors & all Ancillary equip, ie filters, driers, heat Exchangers & cooling systems, etc Record Keeping Emergency Procedures Quality Assurance checks & tests	
<b>19. Maintenance of Low Temp Pumps</b> Maintain high/low pressure, low temp pumps & all ancillary equip, valves, filters, Vaporisers & gauges, etc Record Keeping Emergency Procedures Quality Assurance checks & tests		<b>20. Team Leader</b> Team leadership and team meetings Planning activities and assigning tasks Monitoring performance in SAP, OPAL, OHS&E, AS & BOC standards Communication Technical Support and Problem Solving Emergency Procedures	
<b>21. Instrumentation</b> Maintain safety valves and gauges to BOC and AS standards Record Keeping Quality Assurance checks & tests		<b>22. Maintenance Planning</b> Utilising computer maintenance scheduling packages at an advanced level Day to day planning of maintenance activities Scheduling and planning major maintenance Record Keeping	
<b>23. Eng Purchasing &amp; Stock Control</b> Selection and purchasing of engineering spares Inwards goods inspection Purchasing and Invoice approval Stores issuing and ordering		<b>24. Permit to Work</b>	

The parties agree to commit to reviewing the training elements during the life of the Agreement.

**APPENDIX D - CASUAL RATES**

**Production Casual Ordinary Hourly Rates**

	<b>From 01 April 2024</b>	<b>From 26 April 2025</b>	<b>From 26 April 2026</b>
<b>New Starter</b>	\$36.10	\$37.37	\$38.58
<b>Level 1</b>	\$38.49	\$39.83	\$41.13
<b>Level 2</b>	\$46.40	\$48.02	\$49.59
<b>Level 3</b>	\$50.63	\$52.41	\$54.11

Note: Rates in above table were calculated as follows when first included in 2024 agreement:

$$\text{Production Casual Ordinary Hourly Rate} = \left[ \frac{\text{Equivalent Day Roster annual salary from Appendix B}}{52 \times (38 + (5 \times 1.5))} \right] \times 1.25$$

**Maintenance Casual Ordinary Hourly Rates**

	<b>From 01 April 2024</b>	<b>From 26 April 2025</b>	<b>From 26 April 2026</b>
<b>Level 1</b>	\$42.40	\$43.88	\$45.31
<b>Level 2</b>	\$46.70	\$48.33	\$49.91
<b>Level 3</b>	\$49.38	\$51.11	\$52.77
<b>Level 4</b>	\$53.08	\$54.94	\$56.72

Note: Rates in above table were calculated as follows when first included in 2024 agreement:

$$\text{Maintenance Casual Ordinary Hourly Rate} = \left[ \frac{\text{Equivalent annual salary from Appendix B}}{52 \times (38 + (3 \times 1.5) + (2 \times 2))} \right] \times 1.25$$

Casual Employees who are rostered to work on a shift finishing after 6pm and before 8am the following day will be paid 115% of the applicable casual ordinary hourly rate unless a penalty rate applies to the work, in which case the penalty rate will apply instead of the shift rate of pay.

### Penalty rates for casual Employees

If a casual Employee is required to perform the prescribed type of worked outlined in the table below, they will be paid the corresponding rate of pay for those hours worked.

<b>Type of work</b>	<b>Rate of pay calculated as a percentage of the applicable casual ordinary hourly rate of pay</b>
Ordinary hours worked on a Saturday	150%
Hours worked in excess of 9 hours per day Monday to Saturday	For the first 3 hours, 150% For all hours thereafter, 200%
All hours worked on Sunday	200%
All hours worked on a public holiday	250%

**APPENDIX E - SIGNATORIES**

**BOC Limited**

  
\_\_\_\_\_  
Signature of authorised representative of BOC Limited

24<sup>th</sup> JUNE 2024  
\_\_\_\_\_  
Date

Print Name: MARK HOLT  
Position: PRODUCTION MANAGER  
Address: 14 Ashwin Parade, Torrensville SA 5031

 ALAN SHAW  
\_\_\_\_\_  
Name and signature of witness

24. 6. 24  
\_\_\_\_\_  
Date

**AMWU**

\_\_\_\_\_  
Signature of authorised representative of AMWU

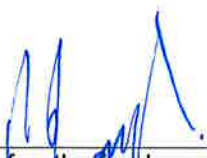
\_\_\_\_\_  
Date

Position:  
Print Name:  
Address: 53 Dale Street, Port Adelaide SA 5015

\_\_\_\_\_  
Name and signature of witness


\_\_\_\_\_  
Date

**Employees**

  
\_\_\_\_\_  
Signature of authorised representative of the Employees

24<sup>TH</sup> JUNE 2024  
\_\_\_\_\_  
Date

Print Name: PAUL JESSOP  
Address: 14 Ashwin Parade, Torrensville SA 5031

 ALAN SHAW  
\_\_\_\_\_  
Name and signature of witness

24. 6. 24  
\_\_\_\_\_  
Date