

ENTERPRISE AGREEMENT

NO: E.A. 7 /1993

DATE REGISTERED: 22-1-93

Term 2 yrs 22-1-95

PRICE: \$ 106-00

NATIONAL UNION OF WORKERS (NSW BRANCH) - BORAL GAS (NSW)

ENTERPRISE AGREEMENT

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2. PARTIES TO THE AGREEMENT

This Agreement, made pursuant to the NSW Industrial Relations Act 1991, is entered into by Boral Gas (NSW) Pty Limited of 6-10 O'Connell Street, Sydney of the one part and the National Union of Workers NSW Branch, of 3-5 Bridge Street, Granville of the other part.

3. TITLE

This Agreement shall be known as the National Union of Workers (NSW Branch) - Boral Gas (NSW) Enterprise Agreement.

4. INTENTION

This Agreement shall only apply to plant operators employed by Boral Gas (NSW) Pty Limited at its Port Botany Terminal.

This Agreement shall regulate totally the terms and conditions of employment previously regulated by The Storemen and Packers - Boral Gas (NSW) Agreement (No.7304).

5. INCIDENCE

6. DECLARATION

This Agreement has not been entered into under duress by any party to it.

7. TERM

This Agreement shall operate from the date of registration and shall remain in force for a period of two years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1991.

8. BASIC WAGE

This Agreement, insofar as it fixes rates of wages, is made by reference and in relation to a basic wage for adult males of the amount as set out in Part B of this Agreement.

The said basic wage is subject to variation in accordance with the provisions of Section 14 of the Industrial Relations Act, 1991. Upon any such variation, rates of wages prescribed by this Agreement are subject to variation pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the basic wage.

9. NO EXTRA CLAIMS

It is a term of this Agreement (arising from the Decision of the Industrial Commission in Court Session in the State Wage Case of 29 May 1991) that the union undertakes that for the duration of the principles determined by that decision, not to pursue any extra claims, except when consistent with those principles.

10. CONTRACT OF EMPLOYMENT

- (i) Subject as provided employment shall be on a weekly or casual basis.
- (ii) Employees shall perform such work as the Company shall, from time to time, reasonably require and an employee not attending for or not performing his duty shall, except as provided by Clause 21, Sick Leave, of this Agreement, lose his pay for the actual time of such non-attendance or non-performance.
- (iii) Weekly employment may be terminated only by one week's notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of misconduct, refusal of duty, malingering, inefficiency or neglect of duty.
- (iv) This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which the employee is stood down by the Company as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company cannot reasonably be held responsible.
- (v) It is a term and condition of employment and of the obligation and rights accruing under this Agreement that an employee shall:
 - (a) Perform such work, including shift work as the Company shall from time to time, reasonably require; and
 - (b) Comply with the orders of the Company to work reasonable overtime at any time during the seven days of the week at the appropriate rates.
 - (c) If he is a shift worker who is not relieved as scheduled at the end of his shift, continue to work at the appropriate overtime rate until relieved or otherwise authorised to finish work by the Company; and
 - (d) Use all appropriate protective clothing and equipment provided by the Company for specific circumstances.

(10. Contract of Employment)

(vi) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty-fifth of the weekly wage prescribed herein for a Level One Operator plus 20 per cent.

(vii) Employees will use the required timekeeping apparatus supplied by the Company for the purposes of recording attendance at work.

(viii) Nothing in this Agreement will contravene the minimum standards set down within the Industrial Relations Act 1991.

(ix) The Company will progress implementation of new technology in an endeavour to operate the safest, most efficient and most reliable equipment available. Without limiting the generality of the work, such areas as tank farm automation, centralised and/or remote control of operations and driver only loading may be progressively adopted.

A consultative process will be followed for the introduction of any new technology, with timely and open interchange of ideas by all affected parties. Should any issues remain unresolved after local consultation both parties will abide by the Settlement of Disputes Procedure.

11. WAGE RATES

The weekly wage rates to be paid to adult employees in the following classifications shall be as set out in Table 1 of Part B of this Agreement. Variations to weekly wage rates will be in accordance with State Wage Case Principles as handed down by the Industrial Relations Commission of NSW during the duration of this Agreement.

Classification

Plant operator - level 1

Plant operator - level 2

Plant operator - level 3

Progression through the level system will be dependent upon successful completion of required training modules.

Transport and Location Allowance

Employees will be paid a transport and location allowance as set in Item 1 of Table 2. This allowance shall not be taken into account for the purpose of calculation of overtime, shift premiums or other Agreement prescriptions. Variations to this allowance will be in accordance with State Wage Case Principles as handed down by the Industrial Relations Commission of NSW during the duration of this Agreement.

Botany Allowance

Employees shall be paid an amount as set in Item 2 of Table 2 for each hour worked. This allowance shall not be taken into account for the purpose of calculation of overtime, shift premiums, or other Agreement prescriptions. It shall not be indexed.

First-Aid Allowance

An employee holding a current first-aid qualification from St John's Ambulance or similar body and appointed by the Company to perform first-aid duty shall be paid, in addition to his wages, an amount as set in Item 3 of Table 2 for any week he is so appointed. The Company will reimburse the cost of fees for any courses necessary for an employee covered by this clause to obtain and maintain current the appropriate first-aid qualification. Variations to this allowance will be in accordance with State Wage Case Principles as handed down by the Industrial Relations Commission of NSW during the duration of this Agreement.

12. HOURS OF WORK

1. Day Workers

- a) The ordinary hours of work shall be 35 hours per week, to be worked in five days of seven hours per day, Monday to Friday inclusive, between the hours of 7.00 am and 5.30 pm. Provided that work done prior to the spread of hours fixed in accordance with this clause and after 5.00 am for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work where the ordinary hours worked within the prescribed spread of hours in any one week are less than thirty-five.
- b) Notwithstanding subclause (a), ordinary hours of work prescribed herein may be up to twelve hours on such day by agreement between management and the majority of employees.
- c) Starting and finishing times may be varied by agreement between the parties. However in the absence of agreement by seven days notice by the Company.
- d) Meal breaks
 - (i) An unpaid meal break of 30 minutes shall be allowed on Mondays to Fridays.
 - (ii) The time for the meal break shall be fixed by agreement but having once been fixed shall not be altered without 48 hours notice (or less by agreement) to the employees.
 - (iii) An employee shall not be required to work for more than five hours without a meal break.
 - (iv) For all work done by an employee during his lunch break and thereafter until he is allowed a full lunch break, double time shall be paid.
- e) Notwithstanding any of the foregoing, when unloading ships and/or working within the terminal employees may be required to start and finish work at any time provided that:-
 - (i) Any time worked outside the normal starting and finishing times when ships are not being unloaded shall be paid in accordance with Clause 15 Overtime of this Agreement.

(12. Hours of Work)

- (ii) Time worked unloading ships and/or working within the terminal when ships are being unloaded, shall count as part of the ordinary hours of work in each week to the extent of not more than the employee's normal ordinary hours of work for each day provided that time worked outside the hours specified in 1.a) above shall attract a penalty of 20%.

Provided further that time worked unloading ships and/or working within the terminal when ships are being unloaded on a Saturday, Sunday or Public Holiday shall be paid at the appropriate rate pursuant to Clauses 16 and 19 of this Agreement.

- (iii) When an employee is instructed to report for work outside the normal day work hours for the purpose of unloading ships, and/or working within the terminal and is not required to work, he shall be paid for a minimum of four hours' work at the appropriate rate.

2. Shift Workers

- a) The ordinary working hours of shift workers shall not exceed:
 - 35 per week; or
 - 70 in 14 consecutive days; or
 - 105 in 21 consecutive days; or
 - 140 in 28 consecutive days.

- b) Twenty minutes shall be allowed each shift for crib which shall be counted as time worked.

Cribs will be granted as near as possible to the middle of the shift having regard to the requirements of the work.

- c) Shifts shall rotate weekly on a day, afternoon, night basis and be worked in five shifts between 10:00pm Sunday and 7:00am Saturday.

- d) "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.

(12. Hours of Work cont)

"Permanently working" employee shall be deemed to be and to have been "permanently working" an afternoon shift or night shift or combination of afternoon and night shifts if:-

- (i) he works on an afternoon or night shift only, or a combination of such shifts without rotating or alternating with another shift or with day work so as to give him at least one-third of his working time off that afternoon or night shift or combination of such shifts in each shift cycle; or
 - (ii) he remains on an afternoon or night shift only or a combination of afternoon and night shifts, for a longer period than four consecutive weeks; or
 - (iii) he is specifically engaged to work on an afternoon or night shift only or on a combination of afternoon and night shifts only.
- e) The method of working shifts, once having been determined, may be varied by agreement between the parties or in the absence of agreement by 48 hours notice by the Company.
- f) Day workers shall be paid at overtime rates for any shift upon which they are employed in respect of which they have not been given 7 days notice provided that this sub-clause shall not apply to the employee who is nominated to cover absences relating to extended sick leave, Workers' Compensation and other-than extended annual leave.

13. CRIB TIMES AND MEAL ALLOWANCES

- (1) Subject to the exception in subclause (4) of this clause for all cribs occurring outside the employee's ordinary hours of work the Company shall either provide a meal or pay a meal allowance as set out in Item 4 of Table 2. This allowance will be varied in accordance with annual movements to the CPI Meals Out and Take Away Food Index.
- (2) Notwithstanding anything elsewhere contained in this Agreement, an employee on afternoon or night shift required to work overtime:-
- (a) for 1½ hours from the cessation of his ordinary hours of work shall be entitled to a crib, provided that where the overtime work will not extend beyond two hours the Company may require the employee to defer taking the crib until completion of the overtime work, or
 - (b) (i) for four hours from the cessation of his ordinary hours of work shall be allowed a crib upon completion of his ordinary hours of work and shall be entitled to a further crib after four hours worked (inclusive of each crib).
 - (ii) Notwithstanding the provisions of sub-paragraph (i) where the overtime work will not extend more than two hours beyond the last four hourly period the Company may require the employee to defer taking the last crib until the completion of the overtime work.
- Provided that when an employee is on day shift entitlement to a crib shall be read to occur when time worked extends beyond the hours specified.
- (3) Where on any day an employee on afternoon or night shift is required to work overtime before the time he would normally commence work and he continues working into his ordinary hours of work and such overtime commences:-
- (a) for 1½ hours but less than four hours prior to the time he normally would commence work, he shall be allowed a crib in lieu of the morning rest period;

(13. Crib Times etc)

- (b) for four hours prior to the time he normally would commence work, he shall be allowed a crib after each four hours of overtime worked provided that if the amount of overtime worked prior to the time he normally would commence work requires that he works two hours or more subsequent to the completion of the last full four hourly overtime period he shall be allowed a crib in lieu of the morning rest period.

Provided that when an employee is on day shift this sub-clause will apply when time worked extends beyond the hours specified.

- (4) An employee required to work on a Saturday, Sunday or on an Agreement holiday, or an employee on call back shall be entitled to a crib after each four hours worked if he is required to continue working beyond such four hourly period provided that where the overtime work will not extend more than two hours beyond the last four hourly period the Company may require the employee to defer the taking of the last crib until completion of the overtime work. Provided further than the provisions of paragraph (1) of this clause shall not apply in respect of the first crib on any such day and where the full period of work will not exceed five hours, taking of that crib may be deferred only by mutual agreement.
- (5) Notwithstanding any other provision of this Agreement, when loading or unloading ships a meal break of twenty-five minutes shall be allowed for every four hours worked which shall be counted as time worked and will be taken so as to allow continuous operation of ship discharge. For day workers this paid meal break will be in lieu of their normal meal break.
- (6) Employees shall be allowed a rest period of ten minutes during each period of at least four hours' ordinary working time. This provision shall also apply to work performed on Saturday afternoons, Sundays and holidays.

14. SHIFT ALLOWANCE

Shift allowance shall be paid as follows:

- (i) Night Shift - 20%
- Afternoon Shift - 20%
- Day Shift - 8%.

Where shifts fall equally across a roster cycle payments may be averaged to 16% for each shift.

- (ii) Permanently working afternoon shift - 20%
- (iii) Permanently working night shift - 30%
- (iv) Permanently working alternate night and afternoon shifts:-
 - a) When on afternoon shift - 20%
 - b) When on night shift - 30%

15. OVERTIME

- (1) All work done outside ordinary hours, from Monday to Friday, shall be paid at time and a half for the first two hours and double time thereafter except in each case where the time is worked:
- (i) by arrangement between the employees themselves;
or
 - (ii) for the purpose of effecting the customary rotation of shifts; or
 - (iii) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Company to deduct payment for a day in accordance with Clause 10(iv) of this Agreement.

All overtime shall be paid on the weekly rate of wage that the employee is being paid, provided that the weekly rate shall not be deemed to include any shift allowance prescribed in this Agreement.

- (2) Subject to the next succeeding paragraph when overtime work is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence. Provided that should an employee's ten hours rest period as aforesaid end within two hours of his normal ceasing time, he shall not be required to report for work on that day.

If, on the instructions of the Company, such an employee resumes work without having had such ten consecutive hours off duty, he shall be paid at double his ordinary time rate until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

(15. Overtime)

Overtime worked in the circumstances specified in subclause (3) hereof shall not be regarded as overtime for the purposes of this subclause where the actual time worked is less than three hours on such recall or on each of such recalls. Provided that where time worked on a recall or recalls in the circumstances specified in subclause (3) hereof is of less than three hours duration, it shall be regarded as overtime for the purposes of this subclause only if the employee had responded to a recall after being contacted at his home, his response had involved him in an additional journey to and from the workplace and in the case of exceptional circumstances arising during the call-back period the employee, if required, had worked further even though he had performed the job for which he was recalled.

(3) Call-Back - Monday to Friday inclusive:

An employee recalled to work overtime shall be paid for a minimum of four hours' work at the appropriate rate for each time he is so recalled, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period; provided further, that in determining the appropriate rate to be paid for any subsequent recall, only the time actually worked in earlier recall(s) shall be taken into consideration.

An employee who, not having been notified before leaving his place of work, is called back to start work at a time less than four hours before the commencing time of his ordinary hours of work and continues working into his ordinary hours of work, shall be paid from the time he commences work at the rate of time and a half for the first two hours worked and double time for the next one hour worked, in lieu of his ordinary time rate occurring during this period. Thereafter he will revert to his ordinary time rate.

This subclause, shall not apply in cases where it is customary for an employee to return to his place of work to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time.

(15. Overtime cont)

- (4) An employee required to hold himself in readiness to work after ordinary hours shall be paid three hours at ordinary time for each eight hour period or part thereof he is required to hold himself in readiness to commence such work.

16. SATURDAY AND SUNDAY WORK

- (i) Time worked on Saturday will be paid at time and a half for the first two hours and double time thereafter with a minimum payment of four hours at the appropriate rate.
- (ii) Time worked on Sunday will be paid at double time with a minimum payment of four hours at the appropriate rate.
- (iii) Subject to Clause 15 (2) an employee who works on a Sunday shall be entitled to be absent until he has had ten consecutive hours off duty.
- (iv) Provided further that the provisions for payment at the relevant penalty rates until relieved and for minimum payment shall not apply where work is continuous with the commencement or completion of the employee's ordinary shift.

17. TRANSPORT OF EMPLOYEES

- (1) When an employee, after having worked overtime or a shift for which he has not been regularly rostered, finishes work at a time when his normal means of transport or reasonable means of public transport are not available the Company shall provide him with a conveyance to such public transport as is available, or to his home or pay him at his ordinary time rate for the time reasonably occupied in reaching his home.

- (2) When an employee is called in before his usual commencing time to work overtime or a shift for which he has not been regularly rostered at a time when his normal means of transport or reasonable means of public transport are not available, the Company shall provide him with a conveyance to such public transport as is available, or to his place of work or pay him at his ordinary time rate for the time reasonably occupied in reaching his place of work.

18. CANCELLATION OF OVERTIME, HOLIDAY AND WEEKEND WORK

- (1) If notice cancelling a previous instruction to work overtime on a weekday, to work on a holiday or to work during a weekend is given to an employee before he leaves the workplace, a penalty payment shall not be payable.
- (2) If notice cancelling the instruction is sent or telephoned to the employee's registered address before he would normally have left to commence work, he shall be paid a minimum of:
 - (a) two hours at his ordinary rate in the case of a weekday overtime work cancellation; and
 - (b) four hours at his ordinary rate in the case of a weekend work or holiday work cancellation.

Provided that an additional penalty shall not be payable if the employee is not at his registered address when notice of cancellation is delivered or telephoned and he subsequently reports for work.

- (3) If notice of cancellation provided in subclause (2) hereof is not delivered or telephoned to the employee's registered address at least an hour before he would normally leave to commence work and the employee would normally be expected to partake of a meal at the work place during the period of overtime now cancelled, he shall be entitled to a meal allowance as set in Item 4 of Table 2.
- (4) For the purposes of this clause "registered address" shall mean the address recorded by the employer.

19. PUBLIC HOLIDAYS AND UNION PICNIC DAY

- (1) (a) Employees shall be entitled, without deduction of pay, to the following holidays:-

Union Picnic Day to be held on a day to be mutually agreed upon between the Union and the Company,
The First Monday in November in lieu of Melbourne Show Day,
New Year's Day
Australia Day
Good Friday
Easter Monday
Easter Tuesday
Anzac Day
The Birthday of the Sovereign
Labour Day
Christmas Day
Boxing Day
August Bank Holiday

or such other days as are generally observed as a substitute for any of the said days, respectively, together with any other holiday specifically proclaimed for a State or National occasion by the State Parliament or the Commonwealth Parliament, which applies to the whole State or to the Commonwealth, provided that no employee shall be entitled to the benefit of more than one holiday in consequence of such proclamation.

- (b) Where Anzac Day falls on a weekend the next working day shall be considered as a Public Holiday.
- (c) By agreement between the parties other days may be substituted for the above.
- (2) (a) Work performed on a holiday prescribed in subclause (1) of this clause shall be paid for at least four hours at triple time the employee's ordinary time rate and such payment shall continue until the employee is relieved from duty provided further that the provisions for payment at the relevant penalty rates until relieved and for minimum payment shall not apply where work is continuous with the commencement or completion of the employee's ordinary shift.

(19. Public Holidays)

- (b) Day workers required to work on a holiday or shift workers required to report for work other than for work in his ordinary shift hours on a holiday shall be paid for at least four hours at the appropriate rate for each attendance and any employee, other than a casual, who works on a holiday and (except for meal breaks) immediately thereafter continues such work shall subject to Clause 15(2) and on being relieved from duty, be entitled to be absent until he has had ten consecutive hours off duty.
- (3) Where an employee is absent from his employment on the working day before or the working day after a holiday prescribed herein, without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such a holiday.
- (4) Where an employee is notified to attend work on a holiday but without reasonable excuse does not attend or refuses to attend, he shall not be entitled to payment for such holiday.

20. ANNUAL LEAVE

- (a) See Annual Holidays Act, 1944 as amended.
- (b) An employee proceeding on annual leave shall be paid his ordinary rate of pay and shift allowances which would have been payable plus a loading calculated on 25% of his ordinary time rate of pay.
- (c) Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any holidays prescribed in clause 19 Public Holidays of this Agreement and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.
- (d) Where a holiday falls as aforesaid and the employee fails without reasonable cause to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

21. SICK LEAVE

- (1) An employee who is absent from his work on account of personal illness or incapacity shall be entitled to leave of absence without deduction of pay, subject to the following:-
- (a) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to Workers' Compensation.
 - (b) Where practicable, he shall notify the nominated representative of the Company prior to the commencement of his next period of work, and in any case he shall within 24 hours of the commencement of such absence inform the Company of his inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
 - (c) He shall prove he was unable on account of such illness or incapacity to attend for duty on the day or days for which sick leave is claimed.
 - (d) He shall not be entitled in respect of any year of service with the Company leave in excess of 10 days.

Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by the Company in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided further, that sick leave which accumulates, pursuant to this subclause shall be available to the employee for a period of 10 years but no longer, from the end of the year in which it accrues.

- (2) An employee is not entitled to sick leave for more than two absences each of a single day or any absences in excess of one day in any one year of service without the production of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the Company's rights under paragraph (1)(c) hereof.

22. PAYMENT OF WAGES

- (1) Wages shall be paid weekly provided that the latest two days' wages due may be kept in hand. Provided further that payment for overtime worked within the last five days of a pay period need not be made until the pay day of the following pay period.
- (2) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next following day.
- (3) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter-hour with a minimum of half an hour.
- (4) Wages shall be paid by Electronic Funds Transfer into a Bank or Credit Union account nominated by the employee and the Company shall meet the following costs:
 - a) The employee's account establishment cost
 - b) The cost of each deposit of wages in the employee's account including government charges
 - c) The cost of a single withdrawal of each deposit of wages from the employee's account.

23. FARES

Transport from one site to another in the Company's time shall be arranged by the Company at its own expense, or the actual expense incurred by an employee shall be paid by the Company.

24. UNIFORMS & PROTECTIVE EQUIPMENT

Uniforms will be supplied by the Company and will consist of long sleeve shirts and long trousers of suitable material. Other items will include: jumper, parka and hat. Uniforms as supplied by the Company must be worn by the employee, with replacement items being issued as old items are returned.

Personal protective equipment and wet weather gear will be separately supplied.

25. BEREAVEMENT LEAVE

An employee shall be entitled to a maximum of three days leave without loss of ordinary pay on each occasion and on production of satisfactory evidence on the death of the employee's husband/wife, father, mother, sister, brother, child, step-child, grandchild or parents-in-law. For the purposes of this clause, the words "wife" and "husband" shall include a de facto wife or husband and the words "father" and "mother" shall include step or foster parents.

26. PARENTAL LEAVE

See Industrial Relations Act, 1991 as amended.

27. JURY SERVICE

An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify the Company as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall give the Company proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

28. SPECIAL LICENCES

An employee required by the Company to hold a driving licence, other than a normal driver's licence, shall have the cost of that additional licence met by the Company.

29. NOTICE BOARD

The Company shall supply a notice board for the use of the Union and permit the Union to display any notice dealing with legitimate Union business provided that such notice is authenticated with the signature of an accredited Union representative and the Company consents to the posting of that notice. Such consent shall not be withheld unreasonably.

30. POSTING OF AGREEMENT

A copy of this Agreement shall be displayed within the Terminal office.

31. ACCIDENT PAY

- (1) The Company shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Company pursuant to the provisions of the NSW Workers' Compensation Act, as amended from time to time.
- (2) "Accident Pay" means a weekly payment being the difference between the weekly amount of compensation paid to the employee pursuant to the said NSW Workers' Compensation Act and the employee's total weekly Agreement rate for the employee's ordinary working hours per week being paid to such employee at the date of the injury giving rise to the said payment of compensation, or where the incapacity is for a lesser period than one week, the difference for that lesser period.
- (3) Accident pay, payable hereunder, shall be payable for a maximum period or aggregate periods in no case exceeding a total of fifty-two (52) weeks for any incapacity in respect of and resulting from one injury suffered by an employee.
- (4) In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

32. UNION DELEGATE

- (1) An employee elected or appointed as the Union's delegate shall, upon proper notification by the Union to the Company, be recognised as the accredited representative of the Union, and provided that he obtains the permission of his supervisor on each occasion before leaving his job, he shall be allowed the necessary time during working hours to interview the Company representatives on matters affecting employees whom he represents.
- (2) Where the delegate is required to attend a Commission hearing arising out of a dispute in respect of this Agreement and the Settlement of Disputes or Claims procedure has been followed he will have no pay deducted for ordinary time.
- (3) Where the delegate is required to attend a meeting with Company representatives pursuant to Clause 36 Settlement of Disputes or Claims he will have no pay deducted for ordinary time.
- (4) When negotiations relating to the renewal of this Agreement occur, normal rostered shifts will be worked and agreed attendance at negotiations by the site delegate and/or co-delegate will be paid for the hours attended at ordinary time plus the appropriate shift allowance.

For the purpose of this subclause, provisions of Clause 15 (2) shall not apply.

33. ADDITIONAL OPERATIONS REQUIREMENTS

- a) Subject to Clause 10 (ix) of this Agreement it is recognised that:
- (i) Three plant operators are required for tank transfers.
 - (ii) Regular manning of the terminal involves two plant operators ie one in the control room and one in the general terminal area.
 - (iii) Regular manning for ship loading or unloading involves either one permanent plus six trained casuals or 2 permanents plus four trained casuals.
- b) Plant Operators will work according to a thirty minute shift overlap to ensure smooth transition of work between shifts.
- c) Where the Company considers it appropriate to engage a casual to cover holiday and sick leave absences or overtime this will be done with prior consultation and agreement between the Company and permanent operators.

34. INTERPRETATION

In this Agreement, unless the contrary intention appears:-

- a) Words in the singular shall include the plural; and words in the plural shall include the singular;

and
- b) words imparting the masculine gender shall include females.

35. DEFINITIONS

- (1) "Bulk liquids" without limiting the generality of the term, includes liquid chemicals of all descriptions, chemical and petroleum gases in gaseous or liquified state whether liquified by refrigerated and/or pressure storage or otherwise, petroleum products of all descriptions, vegetable oils and animal fats, and includes any of the foregoing or any other goods or merchandise that may require heating.
- (2) "Employees", for the purposes of the definitions in this clause of this Agreement, unless the contrary intention appears, includes future employees.
- (3) "Clerical administrative, managerial, supervisory, professional, technical and other officers on the salaried staff", without limiting the generality thereof, includes all persons employed by the Company on its salaried staff principally on clerical, administrative, managerial, supervisory, professional, technical, or other work, or in assisting or advising in relation to any such work.
- (4) "Clerical, administrative, managerial, supervisory, professional or technical work" without limiting the generality thereof, includes all work which has customarily been done by persons employed on the salaried staff of the Company.
- (5) "Fork lift truck" shall mean a power driven and operated vehicle constructed for driving and operation by an employee seated on the vehicle and for the purpose of lifting, carrying and/or stacking goods, merchandise, materials, etc., (whether as units, in batches, etc., or pallet loads) by means of fork arms or other appropriate fitments according to the nature of the load.
- (6) "Goods and merchandise" without limiting the generality of the phrase includes bulk liquids.

(35. Definitions cont.)

- (7) "Industrial undertaking" shall mean the Boral Gas (NSW) Pty Ltd LPG Terminal, Friendship Road, Port Botany and shall include the bulk liquid handling and storage terminal, bulk liquid terminal, tank storage farm or other bulk liquid handling or storage facility or installation operated by the Company for the purpose of providing bulk liquid handling or storage services or related services, including shipping and distribution services and tanks, spheres, docklines, dockline hoses, hoses, pipes, pipelines, piping systems, pumping systems, pumps, plant, piping, tank truck loading or unloading facilities or installations, tanker filling stands, drumfill stands, drumming facilities, drum storage and filling facilities, headfilling stands, filling outlets, filling equipment, cleansing equipment, weighing and marking equipment, measuring equipment, scouring equipment, loading or unloading equipment, handling equipment, pumping equipment, storage equipment, molecular sieve, berthing equipment, shipping facilities, and all other plant, equipment, appliances, gear, installations or facilities used by the Company for the reception, handling, storage, preparation, bottling, packing or delivery of goods and/or merchandise or used by it for carrying out operations, processes or activities, incidental or ancillary thereto, whether inside or outside the bulk liquid handling and storage terminal.
- (8) "Operations", without limiting the generality of the word, for the purpose of this Agreement, shall include:-
- (a) The patrolling and checking of facilities, including pipe lines, piping systems, pumping systems, pumps, equipment, gear or other facilities between one or more bulk liquid terminals or between a bulk liquid terminal and a wharf for the purposes of the Company's operations, processes or activities, and patrolling, checking and performing housekeeping duties, in the areas where the aforementioned facilities are located between the aforementioned places, testing and cleaning any of the aforementioned facilities and placing and removing any of the aforementioned facilities in the aforementioned areas.
 - (b) The loading or unloading of bulk liquid cargo and fuel cargo into or from ships (whether for bunkers or not);
 - (c) The handling or storage of such cargo at or adjacent to a wharf.

(35. Definitions cont)

- (d) The driving or operation of equipment or mechanical appliances used in connection with such loading or unloading of ships or with the handling or storage of such cargo at or adjacent to a wharf.
 - (e) The preparation of gear and the coupling or uncoupling of hoses or pipes for use in connection with such loading or unloading of ships; and
 - (f) Operations or activities related to any of the above.
- (9) "The reception, handling, storage, preparation, bottling, packing and delivery of goods and merchandise," without limiting its generality shall wherever used in this Agreement, include blending and/or filtration of any goods and merchandise and "operations, processes, or activities incidental or ancillary to such reception, handling, storage, preparation, bottling, packing and delivery" shall include operations, processes or activities ancillary or incidental to such blending and/or filtration.
- (10) "Ship", without limiting the generality of the word, includes any barge, lighter, hulk or other vessel.
- (11) For the purposes of this Agreement, an employee means a person:
- (a) in the employment of the Company;
 - (b) in the classification of Plant Operator Level 1, 2 or 3 as defined in subclause (12) of this clause;
 - (c) who has accepted employment with the Company for work in the Company's industrial undertaking;
 - (d) who is employed to do work in his employment with the Company in or in connection with the activities or operations of the Company's industrial undertaking;
 - (e) whose duties include the performance of work in or in connection with the reception, handling, storage, preparation, bottling, packing and delivery of goods and merchandise and operations processes and activities, incidental or ancillary thereto, which, without in any way limiting the generality thereof, include such work done;
 - (1) in the Company's industrial undertaking;

(Clause 35 Definitions cont)

- (2) in connection with work done in the Company's industrial undertaking;
- (3) in or in connection with activities or operations carried out in or in connection with the Company's industrial undertaking;
- (4) which is ancillary or incidental to the major and substantial part of the duties of any person employed by the Company as a Plant Operator Level 1, 2 or 3; and whose duties include the performance of operations, as defined in Clause 35(9) of this Agreement in connection with the Company's industrial undertaking.

(12) For the purpose of this Agreement classifications are defined as follows:

Plant Operator Level 1

1. Completes induction procedure.
2. Understands the safety and quality requirements of the job.
3. Performs the tasks as described in Level 2, but with close supervision and guidance by the Terminal Superintendent or other competent operators.

Plant Operator Level 2

1. Is able to competently and safely perform all functions listed below without direct supervision.
2. Operates equipment for the following purposes:
 - loading and unloading of trucks
 - transfer of product from tank to tank
 - loading and unloading of ships
 - blending of product
 - product preheating and odourant injection
 - filling of cylinders
 - recording of weighbridge readouts
 - production of filtered gas through use of molecular sieves and other unodourised equipment.

(35. Definitions cont)

- testing of vessel content and product quality assurance
 - assist in two-man deliveries where necessary.
3. Performs duties in relation to:
- weekly maintenance checks
 - cathodic protection checks
 - fire system testing
 - activation of emergency response systems
 - monitoring of alarm systems
 - operation and supervision of terminal security system
 - other safety checks as required.
4. Performs running maintenance and housekeeping to terminal grounds and equipment not requiring trades level skills.
5. Understands and performs quality assurance procedures.
6. Completes production records as required and provides assistance in inventory reconciliation and logging of product movements.
7. Participate in all training programmes.

Plant Operator Level 3

1. Is trained and capable of safely performing all tasks required by a Level 2 Operator.
2. Assists in the training of personnel in all operational tasks as required.
3. Will assist the terminal superintendent in supervision of personnel in Levels 1 and 2 as required.
4. Has satisfactorily completed a structured "train the trainer" course and a supervisor development course or equivalent.

Progression through the level system is dependent upon successful completion of the required training modules as developed and agreed between the parties.

(35. Definitions cont)

- (13) "Transport workers", without limiting the generality thereof, includes tanker drivers, truck drivers or their assistants or offsiders, howsoever called.
- (14) "Union", unless the contrary intention appears, shall mean the National Union of Workers (NSW Branch) being the organisation of employees registered under the Industrial Relations Act, 1991.
- (15) "Work done", for the purposes of this Agreement includes work to be done.

36. SETTLEMENT OF DISPUTES OR CLAIMS

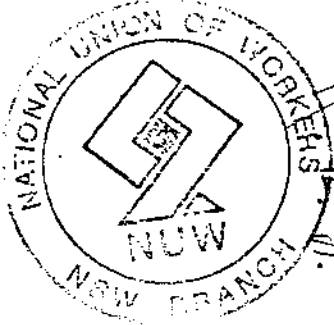
- (1) Subject to the Industrial Relations Act 1991, as amended, any dispute or claim shall be settled in the undermentioned manner:-
 - (a) The matter shall first be discussed between the aggrieved employee or employees and the supervisor;
 - (b) If settlement has not been reached the matter shall be discussed between the Union delegate and/or employee concerned and the officer nominated by the Company.
 - (c) If not settled, the matter shall be further discussed between a representative of the Union nominated by the Secretary of the National Union of Workers (NSW Branch) and/or the employee concerned and a Senior representative nominated by the Company.
 - (d) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of NSW whose decision shall, subject to any appeal in accordance with the Act be final, and shall be accepted by the parties.
- (2) Until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom, work will continue in accordance with that custom, but where there is no agreement as to custom the Company's direction will be accepted. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.
- (3) Each step of the procedure as set out in (1) hereof should be dealt with promptly and a clear response to the claim or grievance given prior to progression to the next step.

37. SIGNATORIES

Signed for and on behalf of Boral Gas (NSW) Pty Limited

[Handwritten Signature]
..... Signature
ROGER PRUMAITZ
..... Printed Name
OPERATIONS MANAGER
..... Occupation
[Handwritten Signature]
..... Witness
2.11.92
..... Date

Signed for and on behalf of National Union of Workers, NSW Branch



[Handwritten Signature]
..... Signature
FRANK BELAN
..... Printed Name
STATE SECRETARY
NSW NSW BRANCH
..... Occupation
[Handwritten Signature]
..... Witness
11.11.1992
..... Date

OPERATIVE FROM 1ST FULL PAY PERIOD
TO COMMENCE ON OR AFTER DATE OF
REGISTRATION.

PART B - MONETARY AMOUNTS

Basic Wage for Adult Males - \$121.40 per week

Table 1 - Rates of Pay

	<u>Rate Per Week</u>
Plant Operator - Level 1	\$474.30
Plant Operator - Level 2	\$527.00
Plant Operator - Level 3	\$558.70

Any changes to the above rates of pay will be notified
to the Industrial Registry in accordance with the
Industrial Relations Act 1991.

OPERATIVE FROM 1ST FULL PAY PERIOD
TO COMMENCE ON OR AFTER DATE OF
REGISTRATION.

Table 2 - Allowances

Item No	Clause No	Brief Description	Amount
1	5	Transport and Location Allowance	\$20.60 per week
2	5	Botany Allowance	14.4 cents per hour worked
3	5	First-Aid Allowance	\$12.95 per week
4	7	Meal Money	\$8.00

Any changes to the above allowances will be notified to the Industrial Registry in accordance with the Industrial Relations Act 1991.