

ENTERPRISE AGREEMENT

NO: E.A. 147 /1995

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**THE BOC GASES
NEW SOUTH WALES**

**DISTRIBUTION
AGREEMENT II**



INTRODUCTION

The BOC Gases New South Wales Distribution Agreement II has been developed by the employees of BOC Gases Australia Limited (BOC), to assist in achieving greater productivity, efficiency and industrial harmony.

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

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

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

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The BOC Gases New South Wales Distribution Agreement II

1.0 SCOPE

The BOC Gases NSW Distribution Agreement II covers those employees involved in on-road activities for BOC Gases Australia Limited, Gases NSW, located at:

428-440 Victoria Street, WETHERILL PARK
Five Islands Road, CRINGILLA
Elizabeth Street, TIGHES HILL

The parties to this agreement are BOC Gases Australia Limited, Gases NSW, the Transport Workers' Union of Australia (NSW Branch) representing the employees engaged as transport drivers by BOC Gases Australia Limited, Gases NSW and who are involved in on-road activities, who are members of this Union and employees who are eligible to be members of this Union.

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

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

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

The Company reaffirms that there will be no retrenchments resulting from any changes to current practices, nor should there be a reduction below a reasonable standard of overtime, as a result of the provisions of this Agreement.

Under the principles of this Agreement, the geographical boundaries of Centres will no longer exist, however, the Company will recognise the needs of individual Centres, Delegates, Branch Officials and related local issues, which would not normally affect the system or operations of the State and this Agreement.

2.0 CODE OF OPERATION

This Agreement continues to recognise that certain matters and methods of operation within the State require on-going review to facilitate the Company's changing operations. Such matters include the following:

2.1 Delivery - within New South Wales

Within the designated sales boundaries of New South Wales, the Company will transport products, both Liquid and Cylinders by road transport.

In general, the following operational standards should apply.

- a) Vessels of ASU VIE 30000 and above and CO2 vessels of 12 tonne and above, will be serviced from any Centre within New South Wales and by the tankers of any centre.
- b) Customers of VIE 15000 shall be done by the tanker fleet of that area. The exception to this instance would be, where it is logistically practicable to service those customers within a range of other customers, (an example would be Shell) or that the drivers of the centre owning the VIE 15000 had commenced at 0300 hours on that day when delivery is requested.
- c) Multi drop deliveries to ASU customers, excluding Argons, with vessels of less than 15000 litre capacity, will carried out by existing centres.
- d) For the duration of this Agreement, manning levels shall not increase or decrease without discussions, between both parties.

2.2 **Transport and Delivery - Interstate**

Where economically justifiable and outside the presently designated sales areas of New South Wales, product will be transported into and out of the State by the most economic means.

The distribution of all Bulk products from New South Wales to interstate BOC sites and their customers, will be carried out by means of transportation by rail in ISO/Hoyer containers. The Company shall, as in the past, continue to supplement the use of rail with trailers when peak demand and/or market needs dictate.

2.3 **Travelling Routes**

The Company reserves the right to nominate routes for both intra and interstate trips taking into consideration the health and safety of employees, equipment and the public, and the possible hazardous condition of particular roads.

At the time of this Agreement, the Putty Road and Macquarie Pass are not under any circumstances, to be used by Company vehicles.

2.4 **Quality Assurance**

Where unmanned plants or distribution tanks are located, product from those sites shall be accepted for delivery, with drivers carrying out the necessary Quality Assurance tests, as determined and covered under the requirements of Australian Standards 1822.

2.5 Technology

During the course of this Agreement, advanced technology in the form of touch PC's (Personal Computers) shall be introduced into vehicle operations. It is recognised that instructions and training will become necessary when the equipment is introduced.

2.6 Code of Conduct

Drivers shall, at all times, observe the safety standards which may be specific to individuals customers or sites, and conduct themselves in a manner which projects the image of BOC and not enter into a disagreement with customers or their employees. In the event of a dispute, drivers will refer all instances directly to their Superintendent.

Company drivers shall always ensure that hoses, hatches, spare tyres, etc, are secure ensuring the safety of themselves, customers and the general public.

Company drivers shall always wear and use company approved Personal Protective Equipment and tools as specified in NWP-HS-015 "Personal Protective Equipment Standards". A similar commitment is made to specific protective equipment as stipulated by our customers, eg being hard hats and identification vests.

Under no circumstances is any driver or any Superintendent to agree to exceed the limits of driving time as prescribed in the current logbook legislation of New South Wales and the New South Wales Motor Traffic Regulations.

Drivers shall in all instances abide by the code of delivery instructions found on the reverse side of the customer's delivery docket.

Each driver has the following rights when on a customer's premises.

- 2.6.1 To request the removal of any obstruction which may create difficulties in manoeuvring his vehicle and delivering product,
- 2.6.2 To receive fair treatment and civility from customer employees,
- 2.6.3 To receive reasonable use of sanitary facilities if necessary,
- 2.6.4 To receive physical assistance from the customer or his employees if the driver cannot reasonably carry out a specific duty on his own,
- 2.6.5 To deliver for whatever reasons to locations which are considered to be reasonably healthy and safe and in accordance with the Health and Safety Regulations of New South Wales.

2.7 Personal Protective Equipment

The Company will attempt to remove potential job hazards through job redesign. When this is not possible, the Company will provide Personal Protective Equipment (PPE) to prevent injury to employees.

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

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

Standards of PPE use:

Bulk:

Safety boots (not lace-up boots)
Safety goggles
Ear plugs/ear muffs
Gloves - 2 pairs (1 pair for tanker operations, 1 pair for trailer connection)

An option is given as to the **cover-up** worn during operations. The option is:

- a) In the event of shorts, or short sleeves shirt, overalls must be worn at all times during tanker operations.
- b) In the event of long pants and long sleeves and/or long sleeves jumpers or jackets, overalls are not required.

Compressed:

Safety shoes lace-up or boots
Leather gloves

NB: The use of jogger style safety footwear is not permitted within the Bulk or Cylinder operations of Distribution New South Wales.

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

2.8 **Fleet Location**

The decision regarding the location of additional vehicles for the New South Wales fleet will be based upon the individual needs of each Centre.

2.9 **Maintenance**

Maintenance to comply to standards as determined by Company and Motor Traffic Act, and shall be controlled in accordance with procedure NWP-TP-008 Defective Vehicle Reports.

2.10 **On-Board Computers**

On Board Computers will be used in accordance with the legislation of New South Wales and shall be used to monitor driver performance against vehicle performance. On Board Computers will not be installed to be used as a method of disciplinary action against any driver.

2.10.1 **B-Doubles**

In this instance of B-Doubles, on board computers "will be" used to monitor drivers performance in accordance with the Motor Traffic Act of NSW, and if necessary, as a means of invoking the counselling and disciplinary procedure as detailed in Clause 15.0 Counselling and Disciplinary Procedure of this Agreement.

3.0 DURATION AND OPERATION

This Agreement shall come into operation from the date of registration, and shall remain in force for a period of eighteen (18) months.

For all matters not covered specifically by this Agreement, the Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award.

4.0 HOURS OF WORK AND OVERTIME

For all matters regarding hours of work this Agreement will recognise and adhere to the Transport Industry (State) Award Clause 8 - Hours of Employment. Particular working arrangements will be as follows:

4.1 Hours of Work

The normal work hours will be as follows:

- 4.1.1** Day Work Commence 7.00 am - finish 3.30 pm daily
- 4.1.2** Alternate Day/Afternoon Shift
- Day Shift Commence 7.00 am - finish 3.00 pm
- Afternoon Shift Commence 3.00 pm - finish 11.00 pm daily

Unless otherwise agreed to with a small number of existing employees, rotating shift work as described in 4.1.2 is a condition of employment.

4.2 Rostered Days Off

- 4.2.1** The normal working cycle agreement will include 1 (one) rostered day in each twenty (20) day work cycle. Employees are entitled to twelve (12) days per annum. A rostered day will not be given during either the month of December/January. The selected month not given is at the discretion of the centre Superintendent.
- 4.2.2** The roster shall be drawn up on a state basis with drivers rostered off, either Monday or Friday. Flexibility of employees is permitted, which will allow them, on a voluntary basis, to take RDO's on a permanent basis of Tuesday, Wednesday or Thursday.
- 4.2.3** All other matters relating to RDO's shall be in accordance with the Transport Industry (State) Award Clause 8 (a) (iv) (v) (vi) (vii).

4.3 Overtime

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

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

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

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

4.3.1 The Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award Clause 17 Overtime (i) (d) (Day work).

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

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

4.3.2 The Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award **Clause 42 Shift Work (3) (c) (iv) (Afternoon Shift)**.

- c) Notwithstanding anything contained herein, each shift shall be paid for, at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

- (iv) **Shift Work - Overtime**
For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under subclause (ii) (b) (2) hereof shift workers shall be paid at time and a half for the first 2 hours and double time thereafter, and provided that for shifts the major portion of which fall on a Sunday or a public holiday, all overtime shall be paid at the rate of double time.

4.3.3 In respect to work carried out on Public Holidays, this Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award, **Clause 21:**

- a) (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday; Eight hour day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government, and which are observed as public holidays for the area covered by this award shall be recognised as public holidays.

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- b) An employee, other than a casual employee, required to work on:
- (1) Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked, in addition to the day's pay to which he is entitled for those days, in accordance with sub-paragraph (2), of paragraph (a), of this sub-clause.
 - (2) Any of the other days prescribed in paragraph (a), of this sub-clause, shall be paid at the rate of time and one-half for the actual time worked, in addition to the day's pay to which he is entitled for those days, in accordance with sub-paragraph (2) of the said paragraph.

Clause 22:

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

NB: It should be noted that those employees who are not members of the Transport Workers Union are not entitled nor shall receive the benefits listed under Clause 22 Union's Picnic Day.

**Payment examples for 10 hours worked on the following days:
Transport Industry Award**

Thursday (prior to Good Friday) - Afternoon shift = 8 hrs ord + 2 hrs × 1 1/2
Good Friday = 8 hrs ord + 10 hrs DT
Easter Saturday (Picnic Day) = 8 hrs ord + 8 hrs DT 1/2 + 2 hrs T 1/2
Christmas Day = 8 hrs + 10 hrs DT

4.4 Meal Allowances

Employees may be requested to work overtime prior to their normal shift or commencement time. Payment of breakfast monies is as per current Agreement, with payments made in accordance with Transport Industry (State) Award Meal Allowances Item 6 Clause 24 (ii) (a) Meals (Table 8 - Reimbursement-type Allowances).

4.5 Meal Breaks

4.5.1 Day Work Employees

- (i) Crib break 10 minute paid break
- (ii) Lunch break 30 minute unpaid break

4.5.2 Afternoon Shift Employees

- (i) Crib break 10 minute paid break
 - (a) Day shift
 - (b) Afternoon shift
- (ii) Meal break 20 minute paid break
 - (a) Day shift
 - (b) Afternoon shift

All other related matters will be accordance with the Transport Industry (State) Award - **Clause 24 Meals for Permanent Day Shift Employees and Clause 42 Shift Work (3) (f) (vi)**.

4.6 Travelling and Overnight Expenditure

Trip money, referred to as "Overnight Expenses" in the Transport Industry (State) Award shall be paid in accordance with Item 1 Clause 14 (iv) (c) Overnight Expenses (Table 8 - Reimbursement-type Allowances).

All other expenses, such as accommodations, phone bills, etc, should be detailed as per current Standards and Agreement.

5.0 TRAINING AND ACCREDITATION

All employees must be trained and accredited to carry out their specific and/or individual duties. Accreditation shall normally be for a period of three years or as otherwise determined by the Dangerous Goods Code or Company's specific standards.

Bulk tanker operations, Hiab use, Pallet tanks training will be conducted by Company accredited trainers.

Training and accreditation on the driving activities performed shall be conducted by accredited consultant trainers.

5.1 Training Modules

Training Modules will be maintained in the following classifications:

5.1.1 Induction - induction training which includes basic First Aid training provided by Company staff.

5.1.2 3 pallet, 10 pallet, Flat Top Cylinder Trucks, and offsite Forklift Operation - drivers of these vehicles will be involved in the individual deliveries to direct customers as well as deliveries to the Gas & Gear/Agents network and the use of forklifts at these Centres as required; with the exception of Centres that have full time TWU members employed for this purpose. The use of Hiabs is included in this module. This training will classify a Driver at Level 1.

For the purpose of wage computation and alignment to the Transport Industry (State) Award, it should be known as Transport Worker Grade Four.

5.1.3 Two Steer and Flat tops - drivers of these vehicles will be employed on a one (1) delivery or multi-drop delivery basis. This training will classify a Driver at Level 2.

For the purpose of wage computation and alignment to the Transport Industry (State) Award, it should be known as Transport Worker Grade Five.

5.1.4 Cylinder trailers and Flat Tops with draw bar trailers - drivers of these vehicles will be employed on a one (1) delivery or multi-drop delivery basis. This will classify a Driver at Level 3.

For the purpose of wage computation and alignment to the Transport Industry (State) Award, it should be known as Transport Worker Grade Six.

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- 5.1.5 Rigid Tanker and Hydrogen Trailers - in addition to specified training a probationary period must be served before accreditation is achieved at this level. This Training Module includes procedures for Quality Assurance of product. This training will classify a Driver at Level 4.

For the purpose of wage computation and alignment to the Transport Industry (State) Award, it should be known as Transport Worker Grade Seven.

- 5.1.6 Bulk - shall include the deliveries of ASU products, CO₂, and N₂O in either Bulk tanker or ISO/Hoyer Container. In addition to specified training a probationary period must be served before accreditation is achieved at this level. This training will classify a Driver at Level 5.

For the purpose of wage computation and alignment to the Transport Industry (State) Award, it should be known as Transport Worker Grade Seven.

This company level shall also apply to the Medical Therapy drivers, however, there is no recognised Transport Worker Grade applicable.

- 5.1.7 B-Doubles - this shall include the deliveries of ASU products and CO₂. This training will classify a Driver at Level 6.

For the purpose of wage computation and alignment to the Transport Industry (State) Award, it should be known as Transport Worker Grade Eight.

- 5.1.8 Trainer/Assessors - this training will classify a Driver at Level 7. There is no recognised Transport Worker Grade applicable.

It should be noted that those accredited to the training level 7, will not necessarily be trained and accredited to Grade Eight of the Transport Industry (State) Award.

Transport Worker Grades are as defined in the Transport Industry (State) Award, Clause 3 Wages, Division A General Rates (ii) Classification Definitions.

Accreditation to the various levels means that a driver, when requested, shall perform the duties of a lesser level.

5.2 Accreditation

Following training, accreditation of drivers will be by way of practical skill assessment and formal theory tests.

Theory testing will, wherever possible, be multiple choice type questions, held in the strictest confidence and shall not be used for either disciplinary or discriminatory purposes.

5.3 Drivers will be permitted to verbally give answers to theory tests, wherever possible.

5.4 In all instances drivers will be required by formal signature to signify that they have completed the necessary training.

5.5 As different rates of pay apply to most Modules, it is intended that progression from one grade to another be based on the following:

- a) Business Needs
- b) Suitability
- c) The standard of training completed
- d) Wherever possible seniority

It must be recognised that seniority will not be the main criteria for advancement from one Module level to another.

6.0 SENIORITY

As interpretation of Seniority differs from centre to centre, no reference is contained in this document, however, the Company and TWU have, by exchange of letters, reached an understanding, which has been agreed to by the drivers in each centre.

7.0 PAYMENT OF WAGES

Payment of wages to all Distribution employees, shall be weekly via Electronic Funds Transfer (EFT) into a Bank/Credit Union/Building Society of the employees choice.

7.1 Casuals and Contractors

7.1.1 Casual Employees

In the employment of casuals this Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award Clause 4 (2).

In the event of casuals being employed, it shall be on the basis that they do either Works Loading or cylinder deliveries. This will ensure progression based on length of service. This Clause does not apply to Sydney Operations Centre.

For the duration of this Agreement additional permanent contractors shall not be employed in any yard.

8.0 **CLOTHING ISSUE**

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

Clothing Issue System

The following system is co-ordinated by the Personnel Officer located at SOC in conjunction with line managers.

1. Employees will be allocated 20 points in January and 17 points in June to be spent on clothing, within the Company approved list of items.
2. Clothing items can be purchased only in January and June for supply to employees in March and September respectively.
3. No more than 70 points may be spent each year.
4. New employees will be issued with the clothing items appropriate to the season, in which they commence employment with the Company.
5. The Company will replace accidentally damaged clothing only after consideration of each case on its own merits.
6. Where an employee is required to wear overalls due to the nature of the job which he/she performs, then he/she will be required to make their choice of clothing under the points system, according to the clothing requirements of the job. This will not apply to initial issues or where an employee changes job. In this case the Company will supply the first overall issue without deducting from the employee's annual points allocation.

For employees covered by this Agreement, overalls will be supplied as Personal Protective Equipment, that is, they will be points free. Old overalls must be returned before the new overalls are issued.

7. Personal Protective Equipment, eg safety boots, will be supplied on a need basis.
8. Employees must wear BOC uniforms while at work.
9. Employees must be neatly and cleanly attired and maintain their uniforms in good order.

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New Employees

Summer Initial Issue 3 shirts
 2 shorts and socks / 2 trousers
 1 jumper

Winter Initial Issue 3 shirts
 2 trousers
 1 jacket
 2 sets thermal underwear

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

Clothing Points System:	Goods	Current Points
	Trousers	4
	Shorts & Socks	4
	Shirts - Long sleeve	3
	Short sleeve	3
	Red Grandslam T-shirts	3
	Sloppy Joe Jumpers	3
	Jumper	8
	Vest	8
	Summer jacket	8
	Winter jacket - Bomber	10
	Castro	10
	Overalls	6
	Work socks	1
	Thermal - pants	6
	vest	6
	socks	3
	Hats	8

9.0 **ANNUAL LEAVE**

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

This Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award. **Clause 26 Annual Leave.**

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10.0 **SHIFTWORK**

The definitions of Shift Work as defined in the Clause 42 Shift Work, of the Transport Industry (State) Award, does not cover the mode of operations employed by New South Wales.

Generally speaking, BOC operate at two-shift operation.

For the duration of this Agreement, Shift Work is defined as follows. This means "Afternoon shift which commences at 3.00 pm and finishes after 11.00 pm. When rotating with Day shift, commencing at 7.00 am, concluding at 3.00 pm".

10.1 **Shift Allowances**

This Agreement will recognise and adhere to the provisions of the Transport Industry (State) Award **Clause 42** Shift Work:

"(3) (iii) Shift Work - Allowances

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

(4) When on afternoon shift 17.5%"

11.0 DISPUTES PROCEDURE

This Agreement will recognise and adhere to the procedures laid down in the Transport Industry (State) Award Clause 5 and will be applied to BOC as follows:

- 11.1 In the event of an industrial dispute, the representative of the Union on the job and the Distribution Superintendent shall attempt to resolve the matters in issue in the first place.
- 11.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an Organiser of the Union and the Distribution Manager.
- 11.3 Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
- 11.4 In the event of no agreement being reached at this stage the dispute will be referred to the Industrial Commission of New South Wales for resolution.
- 11.5 All work shall continue normally while these negotiations are taking place.
- 11.6 Should an interruption to work occur following the exhaustion of these procedures, the following code of practice will be observed by all parties.
- 11.6.1 The Company will not move the fleet or fleets of working Centres into disputed areas, except to collect product from the production site.
- 11.6.2 The Company will not use the vehicles of a Centre that is in dispute.
- 11.6.3 The Company will not use additional vehicles (eg, from National Reserve) to pull product from storage or production tanks of the Centre in dispute.

11.7 Conventions Regarding Dispute Procedure

With reference to Clauses 11.6 to 11.6.3 Dispute Procedure, and in the event of a dispute in any yard, customers will be supplied only by the nominated centres as listed under this heading.

Port Kembla

- ◆ All Oxygen and Nitrogen customers in that area are deemed to be Port Kembla customers and will not be done by any other Centre, except VIE 30000 or above.
- ◆ Carbon Dioxide customers in Port Kembla are deemed to belong to Sydney.

Newcastle

- ◆ All Carbon Dioxide customers, except those of 12 tonne and above.
- ◆ All Nitrogen customers, except those of VIE 30000 and above.
- ◆ All Oxygen customers, except those VIE 30000 and above.
- ◆ All Argon customers, except those of VIE 30000 and above.

Sydney Operations Centre

- ◆ All Oxygen customers, except of VIE 30000 or above.
- ◆ All Nitrogen customers, except those of VIE 30000 or above.
- ◆ All Carbon Dioxide customers (including those in Port Kembla region), except those of 12 tonne and above.
- ◆ All Argon customers are deemed to be the customers of Port Kembla or Newcastle dependant on future available sources of Pure and Crude Argon.

11.8 In the event of a dispute by any or all Centres, medical customers and those customers deemed and agreed critical will be exempted. Due consideration will also be given to customers, where interruption to supply may result in loss of contracts, and inevitably, loss of work to Transport Worker's Union members. Appendix I lists those agreed customers.

11.8.1 The means of addition to the exemption list will be permitted only after discussion and agreement between the State Delegates and the Distribution Manager.

11.8.2 Production Site Product Availability

In the event of a dispute, the product source will continue to remain available to the Distribution fleet of other centres. This act does not contravene the Disputes Procedure.

12.0 **SICK LEAVE**

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

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

All sick leave provisions will be in accordance with the Transport Industry (State) Award **Clause 25**.

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

12.2 It is further provided that in all circumstances, permanent employees in the first year of service shall, having completed three (3) months of service, be entitled to utilise their then yearly accrual for absence, which occurred during the first three (3) months of service, subject to the usual requirements of establishing the need for such leave.

13.0 **UNION MATTERS**

13.1 **Site Meetings**

The Company shall permit up to four general Union meetings per annum for each Centre. Liaison between Centre Delegates should ensure that such meetings are held as close to one another as possible, giving Superintendents at least seven (7) days notice of the time and date such meetings will be held.

Meetings are to be held at the changing of shifts to allow attendance of all interested employees.

13.2 **Consultative Committee**

The State Delegates and Management Meeting will be held three times per annum at Sydney Operations Centre. These meetings will specifically deal with agenda items on the operations of this Agreement.

13.3 **Union Delegate Training**

As part of the role of a Union Delegate, training will be undertaken to achieve knowledge of responsibilities and duties of the position, if the delegate wishes to do so. All selected Delegates will attend an approved training course organised by the Trade Union Training Authority.

13.4 **TWU Deductions**

The Company will make the necessary provisions for all TWU members to make Union subscription by way of payroll deduction. Such deductions will only be made after a personal authorisation of the employee concerned.

14.0 HEALTH AND SAFETY MATTERS

14.1 The Role of the Occupational Health and Safety Committee

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

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

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

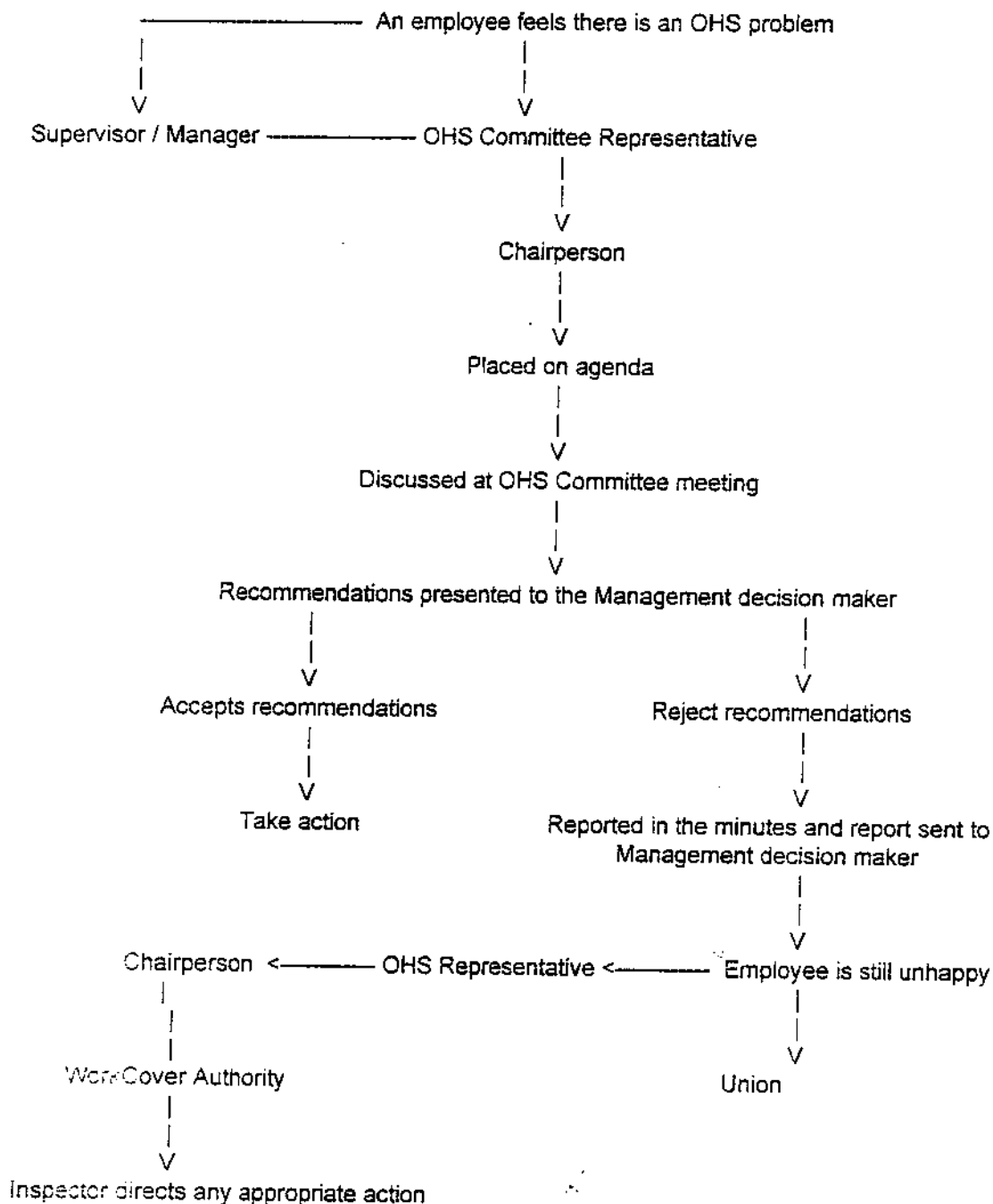
The scope of the Committee is in accordance with the Occupational Health and Safety Act 1983 - Section Occupational Health & Safety, Committees in the Workplace, Regulation 1984.

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

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

A flowchart of the "Role of the OHS Committee in OHS Problem Solving" is detailed on Page 31 of this Agreement.

ROLE OF THE OHS COMMITTEE IN OHS PROBLEM SOLVING



- 14.2.4** If the investigation results in the rectification or clarification of the matter to the satisfaction of the employee and the Health and Safety Representative, work will continue. If work has been interrupted, normal work will commence. If, however, the employee feels that these actions have not resulted in a satisfactory improvement or clarification of the matter, and they feel that they still have reasonable grounds for concern, the employee, the area Health and Safety Representative, the appropriate Trade Union Delegate, the Chairperson of the OH&S Committee and their Management Representative, should collectively notify the Inspectorate from WorkCover Authority of NSW that a dispute situation exists.
- 14.2.5** An inspector from the WorkCover Authority of NSW should then examine the matter in the presence of the Health and Safety Representative and others involved in the above steps. As is required by the OH&S Act 1983, the Inspector will give an order requiring that the employee return to work.
- 14.2.6** If the directions of the Inspector are not considered satisfactory, the matter may be referred to the OH&S Rehabilitation Council of NSW for adjudication.

14.3 Rehabilitation

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

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

Programs relating to employees who are unable to conduct their formal full range of duties due to personal injury, both work and non-work related, will not be hindered by demarcation or union jurisdiction of any and all unions on site.

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

Rehabilitation Procedure

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

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

- 14.3.1 All parties within the work process will not hinder occupational rehabilitation programs relating to employees who are unable to conduct their normal full range of duties due to personal injury, both work and non-work related.
- 14.3.2 Employees should report any difficulty with their work or any occurrence of injury at the earliest opportunity, only then can prompt referral for treatment, and a full investigation of the facts surrounding the incident be undertaken. It is vital to effect prompt remedial action.
- 14.3.3 BOC will appoint a Co-ordinator that is supported by Management Trade Unions and Employees. The Rehabilitation Co-ordinator must be capable of, and have the authority to make independent decisions.
- 14.3.4 The injured employee shall be advised that they have the right to select the doctor or provider of their own choice, or that they are free to change them during rehabilitation.
- 14.3.5 Immediate treatment within the site may be possible. However, if the condition is of a more serious nature, the employee shall be immediately referred to an appropriate medical facility. BOC shall maintain an effective relationship with these resources, so that the most appropriate treatment is effected and also to assist in the subsequent selection of alternative work.

The BOC Gases New South Wales Distribution Agreement II

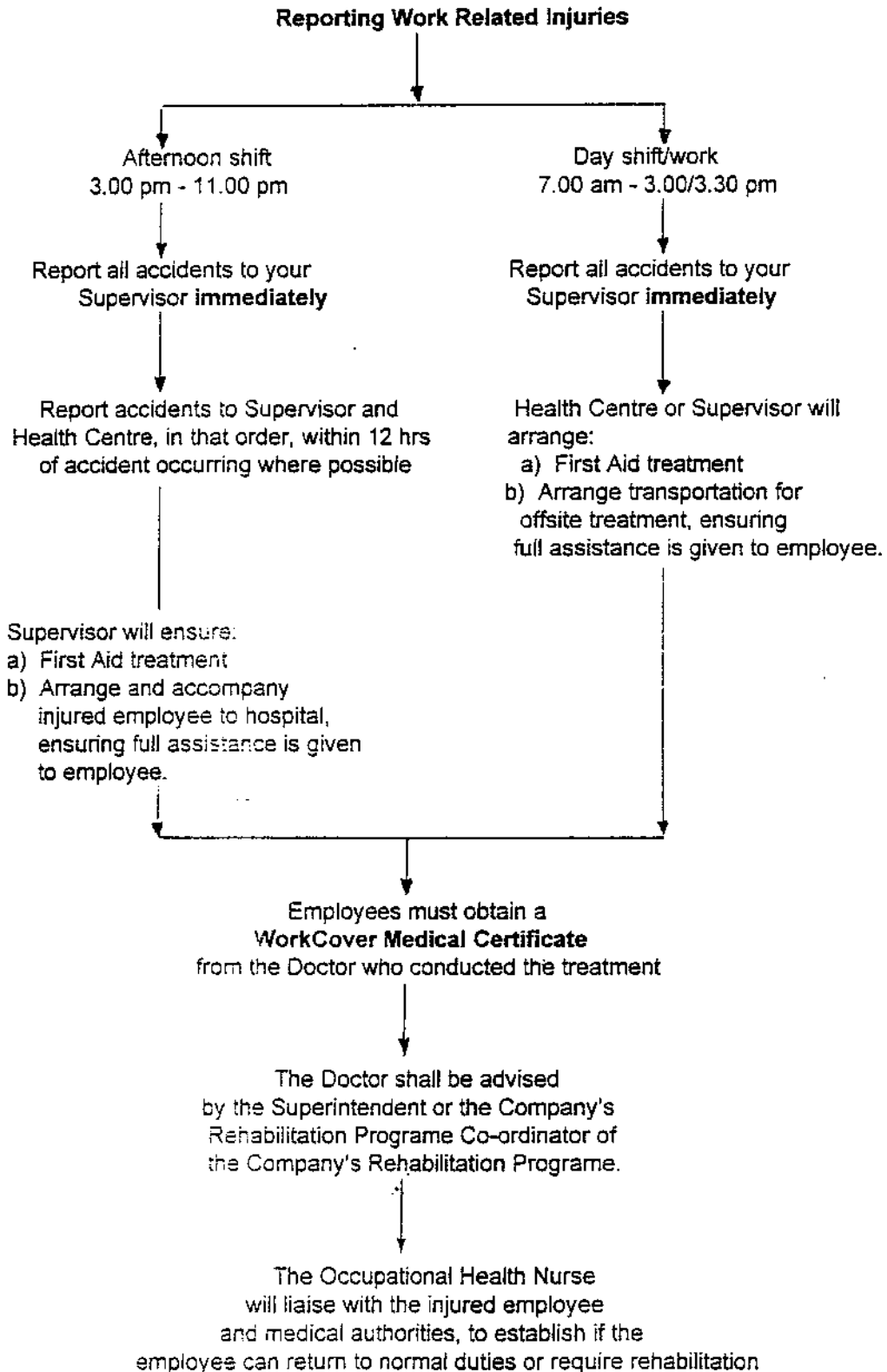
- 14.3.6** The Rehabilitation Co-ordinator shall maintain personal contact with the employee, so as to provide practical and moral support. This process shall be initiated at the onset of illness or at the moment of injury and shall continue until the employee returns to normal duties.
- 14.3.7** Injured or ill employees will be encouraged to consult the Rehabilitation Co-ordinator on points covered within the Policy (Appendix 9.1) and these procedures, so that they fully understand their rights and responsibilities.
- 14.3.8** A full investigation of the facts surrounding the incident shall be effected as soon as practicable, so as to implement appropriate remedial action, using BOC standard documentation (NWP-HS-008A) Appendix 9.3.
- 14.3.9** The provision or offer of suitable alternative duties shall be in writing (BOC Rehabilitation Program, NSWHP-HS 012A, Appendix 9.4), following consultation between the Rehabilitation Co-ordinator, the employee, line supervisor, treating doctors, relevant Trade Unions and other rehabilitation providers. No duties shall be performed which have not been recommended by the accredited providers and/or treating physicians. The Rehabilitation Co-ordinator shall ensure all parties are kept informed.
- 14.3.10** All employees participating within BOC's Occupational Rehabilitation Program shall undertake their individual program during the day shift hours, whilst health supervision is available. There may be specific occasions when the Occupational Health Nurse is unavailable, in these situations, consultation with line supervision and first aiders should be undertaken.
- 14.3.11** Co-operation between all parties is essential for rehabilitation to be successful. Any dispute arising from the rehabilitation process will involve:
- a) Rehabilitation Co-ordinator
 - b) Employee
 - c) Provider
 - d) Appropriate Union
 - e) Manager/Supervisor
- This will ensure the fullest sharing of information in accordance with normal restraints enforced by medical ethics and personal confidentiality.
- 14.3.12** Any information obtained about a worker must be confidential and not be disclosed to any employee, or their interested body without the written, informed permission of the worker.
- 14.3.13** A formal mechanism of consultation and agreement shall be established at all stages, eg program implementation, the effect on other works, anticipating alternate duties, the role of the OH&S Committee, preventative strategies, frequency of meetings, training, non English speaking workers, modification of workplace, etc.
- 14.3.14** Accredited Occupational Rehabilitation Providers are available (see Appendix 9.2) to assist in the rehabilitation of injured employees. Rehabilitation Providers shall have a knowledge and understanding of BOC's workplace.

14.3.15 Suitable Duties and Return to Work Processes

- (a) Each injured/ill employee's return to a normal work situation shall be treated as unique. It is essential that suitable duties and return to work programs are designed around the notion that a return to work will be the normal expectation as soon as possible after any injury or illness.
- (b) Suitable duties and return to work process will be developed involving consultation with all parties with the following considered:
- (i) Nature of incapacity and pre-injury skills and work experience
 - (ii) Degree of fitness
 - (iii) Age
 - (iv) Education
 - (v) Aptitude and attitude
 - (vi) Availability of meaningful tasks
 - (vii) Workplace support
 - (viii) Capacity of the workplace to accommodate graded return and alternative duties programs
 - (ix) The availability of alternate duties elsewhere
- (c) In more complex cases where special process for return to work or upgrading are required, it will be necessary to ensure that targeted work accommodates details specified on medical certification, specialist's reports and any recommendation set out in rehabilitation plans or occupational therapists reports.
- (d) When planning a return to work process, there are three "tools" which can be considered either separately or jointly. These are:
- (i) **Job Modification** - which involves hours, shifts, work organisation. Alterations such as change or reduction in shifts, return to work on reduced hours and upgrading, re-organising work patterns to avoid specific activities that may aggravate the injury or illness and incorporating adequate rest breaks.
 - (ii) **Employee Assistance** - which includes the provision of aids to assist an employee carry out their job, eg lumbar rolls, supports, ergonomically designed furniture or tools. Training such as a back program, adaptive care technique education, etc, may be necessary before a return to work.
 - (iii) **Workplace Modification** - which includes a structural or environmental changes to the workplace required to accommodate the injured employee, eg mechanical lifting aids like cranes, hoists, spring balance supports, spring pallet, etc. Alternately, part of a process may be altered to eliminate a task which may involve an awkward posture or place excessive physical demands on an employee.

PERSONAL INJURY/ILLNESS REPORTING

An injured employee must seek medical treatment from a First Aider, the Health Centre or a doctor.



14.5 **Medicals**

Medical examinations for drivers under 40 years of age shall occur every second year, and for driver 40 year of age and older, shall occur yearly with drivers attending a Medical Centre of the Company's choosing.

Should a medical examination be of concern to any driver, that driver may seek a second opinion from their own Medical Practitioner with the Company paying for such consultation.

15.0 **COUNSELLING AND DISCIPLINARY PROCEDURE**

Management requires all employees to maintain a fair and reasonable output of work, and to follow all reasonable instructions to work.

When an employee's performance in any area (eg, work attendance, punctuality, work performance, work safety, work attitude, etc), despite attempts made, through any number of previous informal counselling by his/her Supervisor to bring about performance improvement, continues to be of standard acceptable to the Company, the formal warning system will be implemented.

THE FORMAL WARNING SYSTEM:

Step 1 - Official Verbal Warning

This is issued to the employee by the Distribution Superintendent or Company representative. It will be the employee's option as to whether or not he/she desires his/her Union Delegate to be present during the issue of this warning.

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

There may be instances where a serious breach of conduct or standards may have been breached. In such cases, step 1, the official verbal warning, will be passed over for step 2 or step 3, the written warnings. Before this happens, discussions between the Union Delegate and the Distribution Manager or Superintendent shall take place.

Step 2 - Written Warning

This is issued to the employee by the Distribution Manager in the presence of the Distribution Superintendent or another Senior Company Officer and in the presence of the employee's Union Delegate. A copy of the written warning is provided to the Union Delegate, with a copy retained by the Distribution Superintendent for inclusion in the employee's departmental employment files.

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

Step 3 - Final Written Warning

This is issued to the employee by the Distribution Manager in the presence of the Distribution Superintendent or Senior Company Officer. Also, in attendance will be the employee's Union Delegate. A further copy will be forwarded to Union House for the attention of the TWU Organiser of that Centre.

A copy of the final written warning will be inserted on the employee's departmental and Company employee files.

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

This warning remains on the employee's Company file for twelve (12) months and will be destroyed at the completion of that period.

Step 4 - Termination of Employment

The employee is advised by the Distribution Manager in the presence of the Distribution Superintendent, or another Senior Company Officer, and in the presence of the employee's Union Delegate that his/her services are to be terminated.

The Formal Warning System

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

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

- ◆ fighting
- ◆ theft of Company or another employee's property
- ◆ willful damage of Company or another employee's property
- ◆ jeopardising the employee's own safety and/or that of fellow employees, which includes smoking in restricted areas

The BOC Gases New South Wales Distribution Agreement II

- ◆ clocking another employee's Bundy card
- ◆ unauthorised possession or consumption of intoxicating beverages on Company premises
- ◆ possession, taking or selling of illegal drugs (or drugs not medically prescribed) on Company premises; or
- ◆ being under the influence of intoxicating beverages and/or illegal drugs (or drugs not medically prescribed) when reporting for duty or when in charge of a Company vehicle

- ii) Shall not apply to new employees during their initial probation/assessment period of employment. Where it is intended not to offer a new employee employment beyond the probationary period, due to his/her unacceptable/unsatisfactory standard of performance during such period, the employee is advised, in the presence of his/her Union Delegate, of employment termination. (Normally, the probationary period is three months, however, it may be extended where required to enable a better assessment to be made. Any extension of a probationary period must be documented and should be done in consultation with the Union representative.)

Driver Trainers are not permitted in formal counselling and disciplinary actions.

16.0 NO EXTRA CLAIMS

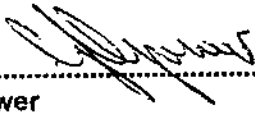
There shall be no further claims for wage increases during the term of this Agreement.

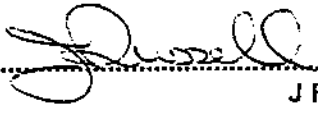
17.0 NO DURESS

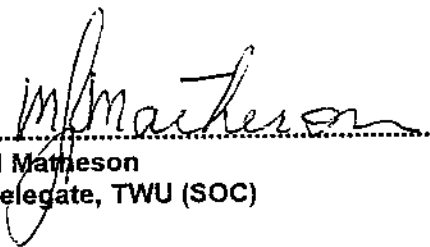
No party has entered into this Agreement under duress.

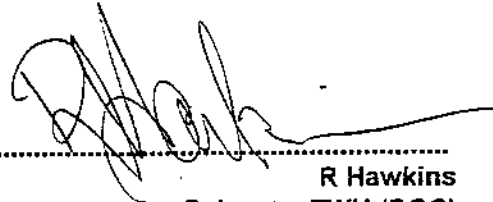
The New South Wales Distribution Agreement II

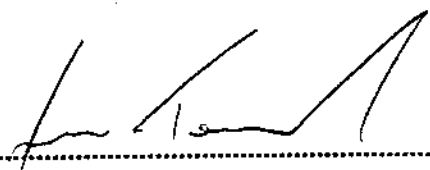
THIS ENTERPRISE AGREEMENT IS SIGNED FOR AND ON BEHALF OF
BOC GASES AUSTRALIA LIMITED
AND THE TRANSPORT WORKER'S UNION OF NEW SOUTH WALES



.....
G Gower
Delegate, TWU (Newcastle)




.....
J Russell
Delegate, TWU (Newcastle)


.....
M Matheson
Delegate, TWU (SOC)


.....
R Hawkins
Delegate, TWU (SOC)


.....
J Townsend
Delegate, TWU (Port Kembla)


.....
D Couchman
Delegate, TWU (Port Kembla)


.....
S Hutchings (Acting Secretary T. Sheldon)
NSW Secretary, TWU
TRANSPORT WORKERS UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH 

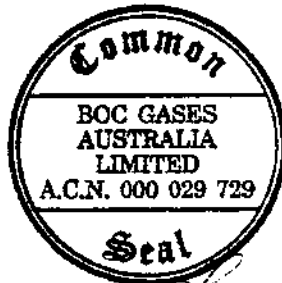

.....
D Clode
For TWU Organisers, NSW


.....
B Love
Distribution Manager, Gases NSW


.....
W Webb
Personnel Manager, Gases NSW

The New South Wales Distribution Agreement II

THIS ENTERPRISE AGREEMENT IS SIGNED FOR AND ON BEHALF OF
BOC GASES AUSTRALIA LIMITED
AND THE TRANSPORT WORKER'S UNION OF NEW SOUTH WALES



THE COMMON SEAL of BOC GASES)
AUSTRALIA LIMITED was affixed in)
accordance with its Articles of Association)
in the presence of:)

A handwritten signature in cursive script, appearing to read "Robert Clark".

.....
Director

A handwritten signature in cursive script, appearing to read "D. A.". Below the signature is a horizontal dotted line.

.....
Director

The BOC Gases New South Wales Distribution Agreement II

NSW DISTRIBUTION STRATEGIC BARGAINING UNIT

The NSW Distribution SBU, developed the following package, which shall run in conjunction with the original Industrial Agreement No 8264 of 1989 and the Annual Wage Agreements of 1990 - 1993.

SBU AGREEMENT

1.0 Introduction of 45 tonne limits when legislated, as a standard module level, and paid at award rates.

2.0 Agreement on Road Trip Times.

Explanation:

- ◆ Automatic productivity gains are achievable through a revision of Inter, Intra and Local trip times. Agreement is reached that all trips be reviewed, with minimum and maximum times set. Trip times calculations can be reached and agreed to, by the following methods:
 - a) A driver's submission of a reasonable and acceptable trip.
 - b) A superintendent travelling with a driver for a specific trip.
 - c) With **prior** agreement with the drivers, the use of the Fleetcom unit for a specific trip.
- ◆ The Distribution Consultative Meetings shall be the forum to table and review additional trip times. Dates for these meetings shall be on or about Wednesday 1st March 1995, Wednesday 26th July 1995, and Wednesday 29th November 1995. The meeting due to be held early 1996 shall be confirmed at the Nov'95 meeting.
- ◆ All trips shall be in accordance with the legislated requirements, as directed by the Motor Traffic Act, and additional Company standards. Tanker loading times are excluded from times, except where that tanker is loading off site from its designated home garage area.

2.1 Appendix II details those trip times already agreed.

3.0 Pre and Post Travel Checks are agreed at 20 minutes and 30 minutes respectively.

Explanation:

- ◆ Drivers are to have paperwork and pre vehicle check completed and be on the road, a maximum of 20 minutes from official commencement time.
- ◆ Post travel checks, paperwork and refueling to be completed within a maximum of 30 minutes of returning to the yard, at which time payment for that shift shall cease.

Variations to these agreed times shall only be on agreement between the Driver and Superintendent at the end of each shift.

The BOC Gases New South Wales Distribution Agreement II

4.0 Payment of Earnings by EFT.

Explanation:

- ◆ From the signing of this Agreement, wages shall be paid via Electronic Funding Transfers, to any Bank/Credit Union of the employees choosing. Wages may be paid into and up to three (3) separate accounts. A one off payment of \$180.00 shall be an additional payment to any other increase agreed to, under this Agreement.

5.0 All Bulk products for Interstate purposes shall be by Rail.

Explanation:

- ◆ BOC will continue to support the Interstate services by Road, as the market place or needs of supply dictate.
- ◆ In the event of the Bulk drivers overtime falling to less than 15 hours per week consistently over a four (4) week period, it shall be supplemented by road work interstate until such time as levels reach 15 hours per week or more.
- ◆ The computation of overtime is restricted to the Bulk driver and such times shall exclude the callout duty drivers.

6.0 Restrictions of payment of telephone calls to a maximum of \$5.00 per night.

Explanation:

- ◆ Drivers are permitted a maximum of \$5.00 per night per trip to telephone their families. Payment will be made only if shown on the hotel/motel accounts.

7.0 Introduction of New Technology by the means of touch PC's for interfacing with the vehicle on-board computers.

Explanation:

- ◆ This technology has the potential to create a paperless work environment for the drivers of NSW. It is recognised that training is necessary to achieve the necessary skills.
- ◆ The medical units shall be used as the trial systems for the state, with progressive implementation across the NSW Fleet, between the signing of this Agreement and 1996.

The BOC Gases New South Wales Distribution Agreement II

8.0 Connection and Disconnection of Cylinders and Manifolds

Explanation:

- ◆ In a progressive step forward in Customer Service, Agreement is reached that drivers shall, at the request of customers, connect and disconnect cylinders. Generally, these customers will be associated with the medical market.
- ◆ It is agreed that training will be necessary to perform this function to ensure the system is fully functional.

9.0 Advanced Training Courses (Driving)

Explanation:

- ◆ To improve and better the on-road performance of the NSW drivers, it is agreed that Advanced Driver Training be given by qualified outside consultants. Such training shall occur annually and be conducted during the daily work routine. Copies of the assessments will be given to the driver for their record and as a means of self improvement.

10.0 The servicing of the Sydney Operations Centre Gas & Gear Retail Store by the Works Loading personnel of that site rather than Drivers.

Explanation:

- ◆ As a means of improving productivity and removing work barriers, the Works Loading of SOC shall make deliveries to the Gas & Gear Centre by means of a forklift via the rear entrance of the centre.

11.0 Deliveries direct to Gosford Hospitals from Newcastle.

Explanation:

- ◆ As a means of productivity, reduction of additional transport costs, double handling of cylinders and increased customer service attention, deliveries of Cylinders shall be direct from Tighes Hill to Gosford Hospital, instead of through the Gosford Gas & Gear Centre.

The BOC Gases New South Wales Distribution Agreement II

12.0 Rationalisation of Tanker Fleet.

Explanation:

- ◆ As a means of reducing the overall cost of Distribution in NSW, Agreement is reached with immediate effect, for the reduction of a number of tankers operating within the state. Redundant units are RT04, TT26, TT30, TT35 and TT37.

13.0 Vehicle Specifications - Driver input

Explanation:

- ◆ It is recognised that drivers have a vested interest in the ergonomic specifications of units they drive and operate. As a means to present their expectations, it is agreed that the forum should be the Distribution Accident/Incident Review Committee (DAIRC), of which a three (3) drivers shall serve as permanent members of the panel. This group shall meet each quarter.

The drivers input excludes the type and manufacture of units purchased.

14.0 Review the existing Industrial Agreement No. 8264 registered in 1989.

Explanation:

- ◆ It is recognised by Drivers and Management, that sections of the original Agreement have not functioned, with the intent of which it was written. Changes have been made and appear in the body of this document.

15.0 Abolish Leave Loading

Explanation:

- ◆ From signing of this Agreement, the Annual Leave Loading payment of 25% shall be abolished, and will be paid as part of the base rate of weekly earnings, resulting in an increase in BOC Gases' base all-purpose weekly rates of 1.923%.

The BOC Gases New South Wales Distribution Agreement II

16.0 Tanker Loading - Port Kembla

- ◆ Agreement is reached that tanker loading shall be shared between the Distribution Hands and Distribution Drivers operating at the Port Kembla site.

16.1 Tanker loading shall operate as follows:

- ◆ The Distribution Hands shall load tankers, Monday to Friday, for the periods of 11.30pm until 11pm (23 1/2 hours). This means, drivers shall not be required to load their own vehicles during the normal week.
- ◆ Distribution drivers shall load tankers on weekends and public holidays.

16.2 The loading of Argon tankers, ISO's and Hoyer Containers is the responsibility of the Distribution Hands at all times.

16.3 In the event of peak demand, volumes being required at short notice on weekends, it may be necessary to request a Distribution Hand to assist in loadings.

16.4 It is recognised that training and certification shall be required prior to the drivers loading tankers on the Port Kembla Production site.

NSW DISTRIBUTION STRATEGIC BARGAINING UNIT

The NSW Distribution employees and BOC agreed on the following issue during the Annual Wage Agreement of 1990 - 1993. Copies of such agreements being held by the Delegate, Union Officials and Company.

1.0 1991 Agreement Clause 3.2

Agreement by employees that only a delegation of employees will attend any stop work meetings called to discuss issues not specific to BOC Gases NSW. Delegates will be paid for attending such meetings.

The delegation will report back to management and members. Any resulting proposed Industrial action will be handled according to the BOC Gases NSW Transport (now known as NSW Distribution) Agreement Disputes Procedure.

2.0 1992 Agreement Clause 2.2.4 Attachment A

The parties to this Agreement are committed to achieving the following objectives through implementation of performance improvement measures:

- a) Continued participation in the review of the site's operation methods and the identification and implementation of improvements.
- b) Implementation of the site's Occupational Health, Safety and Loss Control Plan and individual compliance with Safety Rules and Procedures.
- c) Continued use of TQM principles and tools, particularly through Quality Panel participation when opportunities occur.
- d) Continued development and implementation of the NSW QA procedures and practices.
- e) Assistance with the introduction of a specific campaign ultimately aimed at "zero errors", for customer related documents.
- f) Co-operation in a program aimed at increasing the initiative, ability to act and authority of all employees, particularly related to customer service.
- g) Enter into training programs, which target customer service and technical data training and contribute to a zero error rate for customer related documentation.
- h) A successful resolution to the issues and activities of the Works Loading area of Port Kembla.
- i) Rollover the Transport Agreement 1 to September 1992, and commence discussion with the view of finalising by September 1992, the State Transport Agreement II.
- j) Implementation of the agreed plan for driver and vehicle location, supply of product to customers, and operational procedures following the start up of the BHP Newcastle plant.

The New South Wales Distribution Agreement II

DISPUTES EXEMPTION LIST - APPENDIX I

Abbot Australia	Kurnell	N2	Blanketing of pharmaceuticals
Alcan Australia	Kurri-Kurri	N2	Purging of chlorine lines
ANSTO	Menai	N2	Safe operation of atomic reactor
ANSTO	Menai	CO2	Safety operations
ANU	Canberra	N2	Storage of biological specimens & protection from radiation
AWA Electric Services	Fyswick	N2	Essential for maintaining tracking capability
Blood Transfusion	Sydney	N2	Blood Plasma Storage
Colonial Sugar Refining	Pymont	N2	Blanketing & purging chemicals
Comalco	Yennora	N2	Maintenance of furnace atmospheres
Eastern Nitrogen	Kooragang Island	N2	Blanketing & purging of inflammable products & back-up pneumatic supply
Electricity Commission	Various	H2	Coolant & deoxidant
Gosford City Council	Gosford	O2	Water treatment (waste)
HC Extractions	Kurnell	N2	Blanketing & purging of hazardous materials
Hunter Water Board	Newcastle	O2	Water treatment (waste)
ICI	Botany	CO2	Chemical processes
ICI	Matraville	N2	Blanketing & purging of hazardous materials
ICI	Rhodes	N2	Blanketing & purging of hazardous materials
ICI	Villawood	N2	Blanketing & purging of hazardous materials
Metropolitan Waste Disposal	Lidcombe	N2	Blanketing & purging chemicals
Newcastle Mines Rescue	Boolaroo	N2	Mines inertisation
Shell	Granville	O2	Waste Water Treatment
Shell Refinery	Granville	N2	Blanketing & purging of hazardous materials
Sydney Water Board	Sydney	O2	Water treatment (waste)
University College	Campbell	N2	As per ANU
University of Newcastle	Newcastle	N2	Research storage
University of NSW	Sydney	N2	Research storage
University of Sydney	Sydney	N2	Research storage
Wyeth Pharmaceuticals	Parramatta	N2	Blanketing of infant formulas

All Hospitals

Basis of inclusion: Safety Medical and Research

WAGE RATES CHANGES - APPENDIX III

As a result of the former Industrial Agreement No 8264, all employees involved in on-road activities on behalf of BOC Gases Australia Limited, Gases NSW are currently in receipt of hourly rates which exceed the rates prescribed by the Transport Industry (State) Award. BOC Gases NSW Distribution Agreement II provides for the following percentage increases to current hourly wage rates paid to BOC Gases NSW employees involved in on-road activities:

Award Grade	BOC Gases Level	Increase to BOC Gases rate on 06/01/94 (Current rate being paid)	Increase to current rate being paid to apply from date of registration
4	1	+2%	
5	2	+2%	+8.923%
6	3	+2%	+8.923%
7	4	+2%	+8.923%
7	5	+2%	+8.923%
8	6	+2%	+8.923%
NA	7 (Driver/Assessors)	(See Note 2) +2%	(See Note 2) +8.923%

Note 1: The BOC Gases rates to apply from the date of Registration apply fully after 2 years of service with BOC Gases. Reductions to weekly rates for lesser service are as follows:

Length Of Service with BOC Gases	Reduction of BOC Gases rate from the date of registration
From 1 day to 1 year	\$13.50 pw
From 1 year to 2 years	\$9.00 pw
From 2 years onwards	No reduction

Note 2: The company's Level 6 is for B-Doubles of ASU/CO2 only. The current monetary difference between Award Grades 7 & 8 (ie \$32.80 pw) is added to the company's Level 5.

Note 3: In the event of a Cylinder Trailer, B-Double being introduced during the period of this agreement, the current monetary difference between Award Grades 7 & 8 (ie \$32.80 pw) shall be added to the company's Level 3.

Note 4: The B-Double rate is only paid when driving the B-Double vehicle.

Note 5: The 8.923% rate increase includes 1.923% to offset the abolition of annual leave loading.

MS 13/4/95.
Doble 18.4.95