

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/76

**TITLE: BOC Gases Australia Limited National Distribution TAGS (Bulk)
Enterprise Agreement**

I.R.C. NO: 00/490

DATE APPROVED/COMMENCEMENT: Approved 7 March 2000 and commenced
1 October 1999

TERM: 30 September 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

NUMBER OF PAGES: 55

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** It applies to all employees engaged on BOC Gases
Australia Limited at the Port Kembla and Newcastle sites.

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



**BOC Gases Australia Limited
National Distribution TAGS (Bulk)
Enterprise Agreement**

Registered
Enterprise Agreement
Industrial Registrar

Contents

- 1.0 Scope and Duration:**
 - 1.1 Title**
 - 1.2 Parties Bound**
 - 1.3 Parties bound BOC & TWU Aust**
 - 1.4 Agreement Certification and Registration**
 - 1.5 Duration**
 - 1.6 Ambiguity and Uncertainty**
- 2.0 Purpose of Agreement**
 - 2.1 Objectives**
 - 2.2 Workplace Change**
 - 2.3 Consultative Committee**
- 3.0 Code of Conduct**
- 4.0 No Extra Claims**
- 5.0 Coverage of Additional Workload**
- 6.0 Equal Employment Opportunity**
- 7.0 Counselling & Discipline Procedure**
- 8.0 Dispute Avoidance**
- 9.0 Essential Services of Customers ;**
- 10.0 Payment of wages**
- 11.0 OH&S Practice (Accident and Incident, Pre and Post checks, National Communication Procedures)**
- 12.0 Probation**
- 13.0 Superannuation**
- 14.0 Competency Based Classification Structure (Develop)**
- 15.0 Training & Development**
- 16.0 Union Access**
- 17.0 Uniforms**
- 18.0 Shift Arrangements**
- 19.0 National Driving Hours**

Registered
Enterprise Agreement
Industrial Registrar

- 20.0 Wage Structure
- 21.0 Security of Employment, Redeployment and Redundancy
- 22.0 Trade Union Training
- 23.0 Union Pay Roll Deductions
- 24.0 Maintenance
- 25.0 National Vehicle Specification Input (On Board Computers, Sites & Vessels, Standard Couplings CO₂)
- 26.0 Feedback on Operational Performance
- 27.0 Seniority

Appendix A:

Appendix A2 NSW

Appendix B Classification Structure

Appendix C Driver's Hours of service and Fatigue Management

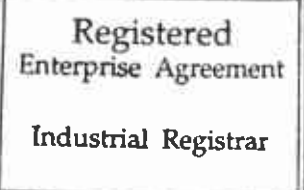
Appendix D Redundancy and Severance Pay Guidelines as of March 1997

Appendix E Redundancy Guidelines – Breakthrough II Program

Registered
Enterprise Agreement
Industrial Registrar

1.0 Scope & Duration

- 1.1 The title of this Agreement is the BOC Gases Australia Limited National Distribution TAGS (Bulk) Enterprise Agreement.
- 1.2 The parties bound by this Agreement are:
- BOC Gases Australia Limited (the Company).
 - The Company's employees (employees) covered by this Agreement.
 - The Transport Workers Union Australia NSW Branch (the Union), its officers and members, in respect of BOC Gases Australia Limited employees, engaged in accordance with this Agreement.
- The Transport Workers' Union of Australia, New South Wales Branch representing the employees engaged in bulk distribution at the locations of:
428 -440 Victoria Street, Wetherill Park
Five Islands Road, Cringila
Elizabeth Street, Tighes Hill
- 1.3 This Agreement will replace all previous registered and unregistered Agreements and will be read and interpreted in conjunction with the Transport Industry State Award 1996, provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency.
- 1.4 The Agreement will be submitted to the NSW Industrial Relations Commission for certification in accordance with the NSW Industrial Relations Act 1991.
- 1.5 The Agreement will take effect on and from 1.10.1999 and will be in force until 30.09.2002. At the expiration of this Agreement, the Agreement will remain in force until replaced by a new Agreement. No later than 3 months before the expiration of this agreement discussions will commence in relation to the follow on agreement.
- 1.6 The parties agree to discuss and resolve as early as practicable any ambiguity, uncertainty or change in the operation of this Agreement .



2.0 Purpose of Agreement

2.1 Objectives

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

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

- (a) Providing excellent service to both external and internal customers.
- (b) Working together through effective and open communication, consultation and participation.
- (c) Achieving continuous improvement of processes, systems and procedures to meet the challenges posed by customers and competition.
- (d) Co-operative participation in effective performance management
- (e) Training and multi-skilling within the operations to maximise job satisfaction and flexibility
- (f) Safe, healthy and environmentally conscious practices throughout the Company
- (g) Acting ethically, constructively and co-operatively with our customers, each other and business associates.

2.2 Workplace Change

The Parties agree that BOC has the flexibility to conduct its operations within the full scope of this agreement to remain competitive. Working arrangements must through the term of this agreement meet customer service and operational requirements and may be varied if necessary during the agreement to meet those objectives. Workplace change will be addressed through the due consultation process with the Consultative Committee and the employees concerned. Employees will have opportunities for this purpose through forums such as the Unite Consultative Committee, Working Parties, Tool box Meetings.

2.3 Enterprise Flexibility Provisions

Where the company and the majority of its employees in the section(s) affected wish to pursue an agreement about how

Award provisions could be varied so as to make the section operate more efficiently, the following process shall apply:

- The Consultative Process in this Agreement shall be followed.
- Where an agreement is reached with the majority of employees effected, Union agreement shall not unreasonably be withheld.
- Where an agreement is reached, an application shall be made to the Commission

2.4. Consultative Committee

- (a) The Unite Change Committee as Consultative Committee will continue.
- (b) The role of the Consultative Committee will include:
 - (i) developing a strong customer focus in the team; this could include for example, attending customer focus meetings to address relevant issues, group assessment of customer service levels.
 - (ii) placing a strong emphasis on teamwork and co-operative work relationships, involving all employees;
 - (iii) reviewing organisational performance against established targets;
 - (iv) identifying learning needs according to goals and make recommendations for the development of training programs to meet those needs;
 - (v) overseeing productivity and rectifying, through co-operation and consultation, any problems.
- (c) Occupational Health and Safety issues which fall within the ambit of the Site Safety Committee or Industrial Relations matters which will be addressed through other forums, including the formal dispute resolution procedure, are matters that are more appropriately addressed through the above mechanisms and do not fall within the ambit of the UCC.

3.0 *Code of Conduct*

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3.1.1 Drivers shall, at all times, observe the safety standards which may be specific to individual customers or sites, and conduct themselves in a manner which projects the image of BOC Gases 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 Transport Manager.

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 the Company's "Personal Protective Equipment Standards" IM 27 of the IMS (Integrated Management System). 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 Transport Manager to agree to exceed the limits of driving time as prescribed in Clause 19 National Driving hours.

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

3.1.2 To request the removal of any obstruction which may create difficulties in manoeuvring his vehicle and delivery product. The driver may refuse to complete the delivery, after gaining permission from the supervisor or his delegate, if clear access is not granted.

To receive fair treatment and civility from customer employees,

To receive reasonable use of sanitary facilities if necessary,

To receive physical assistance from the customer or his employees if the driver cannot reasonably carry out a specific duty on his own.

To deliver for whatever reasons to locations which are considered to be healthy and safe and in accordance with the Health and Safety Regulations of your State of Operation.

4.0 No Extra Claims

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Enterprise Agreement
Industrial Registrar

4.1 The Union(s) and employees party to this Agreement undertakes that during the period of operation of this Agreement, there will be no further remuneration increases granted, except for those provided under the terms of this Agreement.

The Union(s) and employees agree that a bargaining period, under section 170 MI of the Workplace Relations Act 1996, will not be initiated prior to the expiration of this Agreement.

5.0 Coverage of Additional Workload

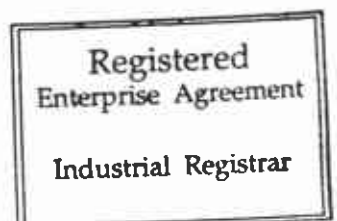
Additional workload may be covered (in preference) by:

1. Local TAGS Company Fleet and TAGS Company Drivers
2. National TAGS Company Fleet,

After exhausting these avenues, alternate methods of conducting this work will be discussed initially between the Transport Manager and the Unite Consultative Committee delegate for the respective site concerned. Where other sites may become involved the Transport Manager will advise the other Transport Manager(s) concerned. The Transport Manager(s) will advise their site delegate of the intended alternative method. Should a concern arise with the proposed alternative method the delegates, of the sites concerned, may choose to contact each other to clarify the proposed methods.

6.0 Equal Employment Opportunity

6.1 BOC Gases is an equal opportunity employer.



7.0 *Counselling & Corrective Action*

- 7.1 Employees agree to conduct themselves in a manner consistent with ethical and social standards in our community and to carry out duties within the scope of this Agreement.
- 7.2 The intent of this procedure is to approach employees, where there is evidence of job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring the employee knows the standards required, why they exist, understands how to meet the standards and the consequences of not meeting the standards.
- 7.3 The employee shall be advised that they have the right to have a union delegate and/or official present at each step under the procedure.
- 7.4 If a grievance or dispute arises out of any of the steps in the procedure, the Grievance & Dispute Resolution Procedure in this Agreement will be used.
- 7.5 This process does not apply to employees during their probationary period of employment, or if an employee engages in serious misconduct or if an employee engages in conduct that can be remedied immediately (in which case a final warning will only be necessary). The following acts fall within the scope of incidents, which, lead to instant dismissal:
- fighting or horseplay;
 - unauthorised possession or use of company, customer or work colleague's property;
 - wilful damaging company, customer or work colleague's property;
 - endangering our safety or that of work colleague or customer, includes smoking in restricted areas;
 - falsifying or altering of customer or employee's records;
 - unauthorised consumption of alcohol;
 - possessing or selling drugs on company or customer's premises;
 - being incapable of performing work duties because under the influence of alcohol or illegal drugs;
 - failing to maintain confidentiality;
 - offensive conduct towards customers, visitors or work colleagues;
- 7.6 In each step of the procedure, details of the warning and the strategy to overcome the cause of the situation will be discussed.

agreed and recorded on the employee's personal file. Such records shall remain on file for a period of 6 months for the official verbal warning and twelve months for the official written warning.

There may be instances where a serious breach of conduct or standards may have occurred. In such cases, step 1, the official verbal warning, will be passed over for step 2 or 3 or 4 the written warnings. Before this happens, discussions between the Union Delegate and the Transport Manager shall take place.

This includes the situation stated in 7.5.

7.7 Procedure

The procedure is made up of the following steps:

(a) Step 1 - Official Verbal Warning

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

(b) Step 2 - Official First Written Warning

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

(c) Step 3 - Official Second and Final Written Warning

This step involves the same actions as in step 2.

(d) Step 4 - Termination of Employment

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

8.0 *Grievance & Dispute Resolution Procedure*

- a) In the event of an industrial dispute, the representative of the union and the Transport Manager shall attempt to resolve the matter in issue in the first place.

Registered
Enterprise Agreement
Industrial Registrar

- b) If the dispute is not resolved at this level, the matter shall be subject to discussions between the union organiser and the Transport Manager.
- c) Should the dispute remain unresolved, the Secretary of the Union or his representative will confer with Senior Management.
- d) In the event of no agreement, the dispute will be referred to a mutually agreed mediator or the Australian Industrial Relations Commission may be involved to resolve the matter.

Where a dispute involves either party seeking a change to an existing agreement or practice, all work will continue in accordance with the normal status quo while these negotiations are taking place.

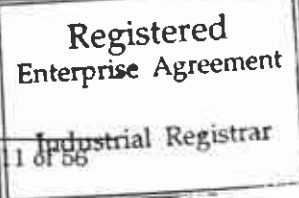
9.0 *Essential Services To Customers*

The parties agree that essential services will continue to be serviced at all times. Essential services are defined as including medical customers and maintaining the provision of auxiliary services to medical facilities such as hospitals, health and community services and maintaining emergency supplies to customers which require gases for the maintenance of plant safety. A list of Essential Service Customers is supplied in Appendix A.

Should a dispute arise over servicing other customers, on each occasion, priority customers will be defined by the on site Consultative Committee, made up of relevant management and employee representatives, on a case by case basis.

10.0 *Payment of wages*

The parties agree that employees will receive the payment of wages on a weekly basis through electronic funds transfer (EFT) into a bank or building society accounts of their choice. The company will provide an appropriate cash advance to individuals who do not receive their payment through EFT by close of business on the nominated payday.



Drivers converting to EFT payments for the first time will be paid a once off payment to cover accounting cost.

11.0 *OH&S Practice (Accident and Incident, Pre and Post checks, National Communication Procedures)*

11.1 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 is in accordance with the Occupational Health and safety Act 1983 - Section Occupational Health and Safety, (Committees in the Workplace), Regulation 1984.

Every endeavour will be made within the decision making process to reach consensus within the Committee. All decisions will be preceded by joint consultation. In cases of serious disputes concerning Occupational Health and Safety issues where a consensus resolution is unlikely, or where 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 that decision.

11.2 Work and Task Review - Health and Safety Matters

It is the Company's prime intention to provide a healthy and safe working environment for all employees. The Company has a highly developed Occupational Health & Safety program with a world class audit and review system.

All employees by accepting their responsibility for Health and Safety in the workplace, have the right to request from their respective Transport Manager, a review of their work procedure on the basis that the work may pose a risk to Health and Safety, and therefore, in some way injurious to their health and safety or safety of others.

This right to request a review of work procedure exists where an employee "bona fide" believes the work involves a risk to his/her health and safety (or that of others).

11.3 Procedure of Handling Refusal to Work on Grounds of Unsafe or Hazardous Work

The procedure for dealing with a request for review of work procedure on health and safety grounds is as follows:

- 11.3.1 If an obvious emergency situation exists due to malfunction, accident or other circumstance, action in accordance with the site Emergency Procedures must be taken.
- 11.3.2 Where no obvious emergency situation exists however, the employee should report the matter immediately to their Supervisor/Superintendent or to any other senior member of the Management Staff and their Health and Safety Representative.
- 11.3.3 The Transport Manager, notified of the matter must conduct a formal investigation of the situation, with the employee and their Health and Safety Representative. If it is felt appropriate the Health and Safety Representative may request that work on the procedure should be interrupted whilst the matter is reported to the chairperson of the OH&S Committee and an extraordinary meeting of the Committee is convened to discuss the matter.
- 11.3.4 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 that a dispute situation exists.
- 11.3.5 An inspector from the WorkCover Authority 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.
- 11.3.6 If the directions of the Inspector are not considered satisfactory, the matter may be referred to the OH&S Rehabilitation Council for adjudication.

11.4 Rehabilitation

Registered Enterprise Agreement Industrial Registrar 13 of 56
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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.

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), 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 within normal restraints enforced by medical ethics and personal confidentiality.

It is agreed that rehabilitation will be conducted in accordance with the published Company Rehabilitation Policy and Rehabilitation Procedure.

11.5 Personal Injury/Illness Reporting

An injured person must seek immediate treatment from the first aider in that area. Employees must report immediately all work related and journey injuries to their relevant supervisor/manager. An Injury Report Form must be completed as soon as practicable in accordance with the relevant Occupational Health & Safety Act and the Worker's Compensation Act.

11.6 Medicals

Medical examinations for drivers shall occur annually in accordance with the checklist for Dangerous Goods licensing requirements with drivers attending a Medical Practitioner of their choice. Clause 11.4 shall be read in conjunction with this clause.

11.7 Personal Protective Equipment

11.7.1 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 or legislated 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 Gases 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.

11.7.2 Standards of PPE use:

Approved Safety boots
Approved eye/ face protection
Ear plugs/ear muffs
Gloves - 2 pairs (1 pair for tanker operations, 1 pair for trailer connection)

An opinion is given as to the cover-up work during operations.
The option is:

- a) On those sites where shorts, or short sleeves shirts are permitted in designated areas, overalls must be worn at all times during tanker transfer operations.
- b) In the event of long pants and long sleeves and/or long sleeves jumpers or jackets, overalls are not required.

NB: The use of jogger style safety footwear is not permitted
Breaches of agreed PPE standards will be treated in the same manner as other industrial issues and in accordance with Clause 7 Counselling and Disciplinary Procedure.

11.7.3 Company's Commitment to Maintenance

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

12.0 Probation

Full time employees will be recruited on probation for a maximum of 3 months and performance assessment will occur midway through and at the end of the period to assist the decision regarding confirmation or continuation of employment.

Registered
Enterprise Agreement

Industrial Registrar
15 of 56

13.0 Superannuation

As a condition of employment the parties acknowledge that the Company requires employees to join the BOC Gases Superannuation Fund on commencement of employment. The Company contributes the required Company contributed superannuation (as stipulated in Awards) into this fund.

14.0 Competency Based Classification Structure

It is agreed between both parties that the introduction of relevant competency standards shall result in a transition / implementation to a new classification structure and accompanying skills development program. This competency based classification structure is listed in Appendix B.

In order to assist in the orderly transition, the parties to this agreement in principle agree that:

- (a) No employee's rate of pay will be devalued as a result of this change.

Where the rate of pay for the alternative position is lower than the employee's current rate of pay, the current rate will be maintained for a period of twelve months. Thereafter, the appropriate rate of pay for the position shall apply.

- (b) Appropriate consultation will occur prior to and during/transition implementation of such standards within the company.

- (c) Competencies acquired through the company will be characterised by:

- Accreditation which is equally valid in all parts of BOC Gases Australia Ltd.
- Recognition for applicable competencies achieved (where course is accredited) and formal credits towards further education and training.
- Portability for applicable qualifications to other industries/companies.

- (d) A driver will only be paid the level for which he is classified. Where a driver temporarily moves to a higher

classification, he will be paid for that classification for the duration of that period.

The temporary period will be deemed 3 months continuous operation

15.0 Training and Development

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

All such management approved learning development will be directed towards:

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

16.0 Union Access

An official of the Union(s) party to this Agreement may meet with employees covered by this Agreement at times mutually agreed with the relevant manager.

- The Union official, in consultation with the Supervisor/ Manager, will be provided with reasonable opportunity and facilities to discuss investigate and resolve matters that relate to the workplace.
- The union official will inform the manager concerned upon arrival at the site.
- The union official and comply with the site security and safety regulations.

17.0 Uniforms



A committee has been formed to determine a uniform guideline.

18.0 Shift Arrangements

Each local consultative committee has developed shift arrangements which meets the needs of the state. The arrangements are detailed in attached appendices.

19.0 National Driving Hours

BOC Gases Australia has established Standards that apply to employees and contractors that regulate/limit the hours of service that drivers can drive and/or work during a normal working week. The Standards conform as a minimum to state legislation or accredited Fatigue Management Program. Where no legislation or Fatigue Management Program exists the BOC Gases standards apply. The Company's standards will ensure that drivers are well rested and fit to drive.

The standards are defined in Appendix C.

20.0 Wage Structures

There was agreement that a Common Hourly Rate (CHR) was the preferred payment methodology.

The common hourly rate for each major site is defined in appendix A.

3% after tax employee superannuation contributions will be made at the option of the employee.

Superannuation contributions paid by the company will be based on the Common Hourly rate for 38 hours.

Sick leave will comprise of 64 hours per annum and be paid by one of the following scenarios:

Scenario 1: Doctor's certificate provided

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Industrial Registrar

CHR x 8 hours

Scenario 2: No doctor's certificate provided

Base hourly rate X shift hours for the shift which would have been worked.

Annual Leave will be paid at the common hourly rate at 7.6 hours per day for 152 hours per annum.

Additional shifts worked over and above the rostered shifts will be paid at the CHR.

Long Service Leave entitlements prior to 1.10.99 will accrue at the base hourly rate of pay. After the 1.10.99 1999 Long Service Leave entitlements will accrue at the CHR x 38 hours.

The structure will provide for wage increases of

3.0% to the base hourly rate effective on the first pay period from the date of certification /registration.

3.0% to the base hourly rate effective on the first pay period on the first anniversary of the agreement.

3.0% to the base hourly rate effective on the first pay period on the second anniversary of the agreement.

If the rate of inflation as measured by CPI but balanced against changes in taxation result in a significant increase in the CPI as at the second anniversary of the agreement then the TWU and BOC Gases have a right to reopen negotiations at a national level on the increase scheduled to commence after the second anniversary of the agreement.

21.0 Security of Employment, Redeployment and Redundancy

Where a decision has been made by BOC Gases that a full time position(s) is no longer required to meet business needs and there is an employee(s) in the position, the company will apply a policy of no disadvantage between redundancy guidelines as of March 1997 and those guidelines which applied during the company program known as Breakthrough II. Both these redundancy provisions are provided as Appendices D and E.

22.0 Trade Union Training

The company acknowledges the importance of training for delegates and will continue to agree to reasonable requests for delegates to attend training on full ordinary pay, having regard to the impact of customer service and meeting general business requirements.

23.0 Union Payroll Deductions

The company will make 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.

24.0 Maintenance

Vehicles will be maintained in a safe and operable condition as required to meet company standards and the Motor Traffic Act.

Vehicle defects will be reported on the "Vehicle Defect Report" as used in the relevant state.

25.0 National Vehicle Specification Input (On Board Computers, Sites and Vessels, Standard CO₂ Couplings)

In order to take into consideration practical issues associated with siting vessels at customer's works, the use of on-board computers, and adoption of standard CO₂ couplings, Drivers' participation in the formulation of action plans will be sought.

It is expected that Drivers will utilise the above practices and equipment on the basis of improving transport effectiveness.

26.0 Feedback on Operational Performance

For operational purposes and information to drivers, each year performance indicators will be determined at budget time for each site. The Drivers' input will be sought in identifying opportunities for improvement in these indicators.

Progress against target will be reported monthly and displayed on noticeboards for Drivers to review. These performance indicators will be discussed at toolbox meetings and influencing factors reviewed with each Driver Group.

27.0 Seniority

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

Registered
Enterprise Agreement
Industrial Registrar

Appendix A2: NSW

The NSW Distribution TAGS UNITE Group, developed the following package as part of Industrial Agreement No. EA147/95 of 1995, which applied in conjunction with the original Industrial Agreement No. 8264 of 1989 and the Annual Wage Agreements of 1990 - 1993, and is an appendix to the current EBA document.

1.0 Rail movements - Interstate

All Bulk products for Interstate purposes shall be by Rail.

Explanation:

BOC Gases will continue to support the Interstate services by Road, as the market place or needs of supply dictate.

2.0 Tanker Loading - Port Kembla

Explanation:

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

2.1 Tanker loading shall operate as follows:

- The Distribution Hands shall load tankers, Monday to Saturday, for the periods of 11:30p.m. until 11:00p.m. (23-1/2 hours). This means, drivers shall not be required to load their own vehicles during the six-day roster period week.
- Distribution drivers shall load tankers on Sundays. On public holidays where a full shift is employed Distribution Hands shall be made available for tanker loading. On all other occasions Drivers will still be required to load.

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

2.3 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.

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

Following a feasibility study and the introduction of automatic tanker loading at the Port Kembla production facility, drivers may load their own tankers and ISO/Hoyer containers.

The introduction of this system shall ensure that Driver safety, rest and meal breaks are not compromised.

3.0 Transport and Delivery - Interstate

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The distribution of Bulk products from New South Wales to interstate BOC Gases 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.

4.0 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.

The Putty Road and Macquarie Rods are not, under any circumstances, to be used by Company vehicles.

5.0 Wage Structure

Details of wage structure and methodology of payments under a Common Hourly Rate (CHR) schemes are detailed in attachment 1, Port Kembla and attachment 2, Newcastle.

The CHR contained therein while shown as an individual employee Common Hourly Rate for each driver have been averaged for all drivers except those qualified as Driver Trainers, who shall be paid at a higher and individual CHR.

It is recognised that the CHR differs between Port Kembla and Newcastle due to workdays and shift patterns.

Drivers covered by the TAGS agreement and operating from the Sydney Operations Centre/Botany are not covered under the payment of the CHR schedule. They shall continue to operate under their existing work conditions and shift patterns, that being 38 hours plus overtime in strict accordance with the TWU State award.

Their structure will provide for wage increases in line with all TAGS drivers of New South Wales as detailed in Clause 20 Wage Structures of this agreement.

6.0 Rosters

Rosters shall be worked in accordance with the agreed schedules. In the event that the Company fails to provide adequate notice of insufficient work the driver shall be paid the agreed shift hours.

A driver rostered to work Friday afternoon shift, Saturday day and afternoon shift may request a single run for that shift, and will be paid only for the work completed. This is subject to the following –

The driver may choose to complete the balance of work on the following day of the shift, providing that there is no danger of a Customer stock out – or another Driver not rostered on agrees to undertake the work, with the approval of the Transport Manager, otherwise the allocated will be completed without ~~Registered~~