

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/295**

**TITLE:        BOC Gases New South Wales Compressed Distribution Agreement 5**

**I.R.C. NO:**                                2000/4166

**DATE APPROVED/COMMENCEMENT:** 6 September 2000 & 19 July 2000

**TERM:**    36 months

**NEW AGREEMENT OR  
VARIATION:**                                New. Replaces EA97/62

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**        —

**NUMBER OF PAGES:**        14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**        BOC Gases Australia Limited -&- Transport Workers' Union of Australia, New South Wales Branch. To apply in respect to Compressed Distribution employees of BOC Gases Australia Limited, Gases NSW located at Wetherill Park and Tighes Hill

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





**NEW SOUTH WALES  
Distribution Agreement 5**

EFFECTIVE: ON SIGNATURE

Registered  
Enterprise Agreement  
Industrial Registrar

**3.0 Application of Agreement**

This Agreement applies to the employment of persons in BOC Gases Australia Limited in respect of Compressed Distribution employees covered by the Transport Industry Mixed Enterprises Interim (State) Award 1991 at the following locations:

428 - 440 Victoria Street, WETHERILL PARK  
Elizabeth Street, TIGHES HILL

**4.0 Parties Bound**

This Agreement shall be binding on:

- (a) BOC Gases Australia Limited
- (b) Employees covered by the Award in Clause 3 involved in on- road activities for BOC Gases Australia Limited.
- (c) The Transport Workers' Union of Australia, New South Wales Branch representing the employees engaged at the locations in Clause 3 as transport drivers by BOC Gases Australia Limited.

The Agreement will also be submitted to the NSW Industrial Relations Commission for Certification in accordance with the NSW Industrial Relations Act 1996 and the Agreement will be between BOC Gases Australia Limited and the Transport Workers Union Australia, NSW Branch (TWU).

**5.0 Duration**

This Agreement shall operate from the beginning of the first pay period to commence on or after signing and shall remain in force for three (3) years from this date.

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

**6.0 Relationship to the Parent Award**

This Agreement shall be read and interpreted in conjunction with the Transport Industry Mixed Enterprises Interim (State) Award 1991 and the BOC Gases Distribution Agreement 4 1997, provided that where there is any inconsistency, this Agreement (New South Wales Compressed Distribution Agreement 5) shall prevail to the extent of the inconsistency.



**7.0 Purpose of the Agreement**

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 and assessment.
- (e) Training and multi-skilling to maximise job satisfaction, flexibility and Company results.
- (f) Safe, healthy and environmentally conscious practices throughout the Company
- (g) Acting ethically, constructively and co-operatively with our customers, each other and business associates.
- (h) Developing an achievement orientated work environment where recognition and reward are based on the contribution to the Company's Critical Success Factors (CSFs) as measured by Key Performance Indicators (KPIs).

Where necessary, this Agreement may be varied to give effect to agreed changes in accordance with Sections 42 and 43 of the New South Wales Industrial Relations Act 1996.

**8.0 Adjustment of Wages**

Notwithstanding the operative date in clause 5.0, there will be a 2.25% wage increase from 1 June 1999, paid at the time of signing this agreement.

There will be further increases in ordinary rates as follows:

- 1<sup>st</sup> pay period after signing – 3%
- 12 months after signing – 3%
- 24 months after signing – 3%



These will be paid from the first full pay period after each date stated above.

**9.0 GST Impact**

During the second year of this Agreement, the parties may review the impact of the implementation of the GST on the annualised CPI once 12 months published CPI data, post GST, is available. If as a result of the GST, the annualised CPI has increased to a level that is not more than balanced by the beneficial impacts of the wage increases in this Agreement and the general reductions in taxation, then the employees and the union have a right to enter discussions with the Company about a wage increase over and above the schedule increases specified in this Agreement. This will not constitute a re-opening of the terms of the Agreement, however, it provides the mechanism for a further payment to be made as a result of this clause during the life of the Agreement. If agreement cannot be reached between the parties, the matter will be referred to the NSW Industrial Relations Commission for determination. The relevant Award clauses for management of disputes will be adhered to.

**10.0 Future Flexibility**

During the life of this Agreement, the parties will commit to a process of consultation and review with the objective of making further improvements in customer service, efficiency and flexibility.

**11.0 Agreed Changes**

Ongoing implementation of NSW Compressed Agreement 4, 1997, Appendix 1, except where those changes are superseded by changes detailed in this Agreement.

**11.1 NSW Distribution Supply Chain Review:**

A review of NSW Compressed Distribution across the metro, regional and interstate supply chains will be undertaken. The review will be carried out in conjunction with organisations nominated by BOC Gases, such as Toll Logistics. The review will include working through workplace organisation and remuneration. A working party will be set up to include two CDRs nominated by employees.

Implementation of the results from the Working Party Review will be by consultation.

Any further reviews of the Distribution Operation which takes place during the life of this Agreement will be by co-operation and consultation.



**11.2 Consultative Committees:**

- (a) Following on from the conclusion of the NSW Distribution Review, a Consultative Committee will be established at SOC. It will be made up of a maximum of 3 CDRs as well as management representatives.
- (b) The role of the Consultative Committee will include:
  - (i) Developing a strong customer focus in the team.
  - (ii) Placing a strong emphasis on teamwork and co-operative work relationships, involving all employees.
  - (iii) Monitoring organisational performance against established targets.
  - (iv) Identifying learning needs according to goals and make recommendations for the development of programmes to meet those needs.
  - (v) Overseeing productivity and rectifying, through co-operation and consultation, any problems.
  - (vi) Identifying opportunities for initiatives relating to improvements in Safety, Service and Productivity. This will include, but is not limited to, the introduction of new technology, schedule de-bottlenecking, and adherence to quality systems and changes to work organisation.
- (c) The Tighes Hill Compressed Distribution Toolbox will include a Consultative Committee segment each month.

Committee members will receive training in the role and brief of the Consultative Committee.

**11.3 Loading/Unloading Trucks on Production Sites:**

CDRs agree to load/unload trucks at SOC/Tighes Hill outside normal working hours or when Works Loading employees are not available.

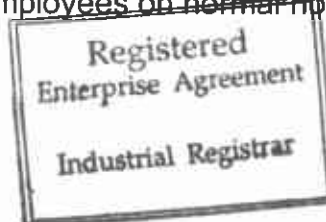
**11.4 Tighes Hill Production Support:**

CDRs at Tighes Hill will relieve into Production (Filling and Works Loading) as required if there is insufficient delivery work (less than 9 hours). This may be for a part or full shift.

As available, Production Operators (Filling and Works Loading) will relieve into Distribution Operations if the business requires.

Relief on the Tighes Hill site will be following consultation. The Production Manager has the final decision.

Overtime required to be worked in the Works Loading area after 3pm will be offered to TWU Compressed employees first. Wherever possible, Works Loading work will be covered by Production employees on normal hours.



**11.5 Tighes Hill Works Loading Coverage:**

Overtime required to be worked in the Works Loading area after 3pm will be offered to TWU Compressed employees first. Wherever possible, Works Loading work will be covered by Production employees on normal hours.

**12.0 No Extra Claims**

The union party to this Agreement undertakes that during the period of operation of this Agreement, there shall be no further wage increases granted, except for those provided under the terms of this Agreement.

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

**13.0 No Duress**

No party has entered into this Agreement under duress.

**14.0 Incentive Scheme**

**14.1 Objectives**

The scheme has been established to encourage the achievement of superior business results and provides a mechanism to recognise and reward superior team performance.

**14.2 Rules and Regulations**

(a) The Incentive Scheme will be calculated and reported monthly. It is made up of four components and an entry level.

- A: Site Service Level (monthly)
- B: Site Service Level (MAA)
- C: \$/Cylinder Delivered Metro & Regional (monthly)
- D: \$/Cylinder Delivered Metro & Regional (MAA)



(b) The incentive will be paid annually in the first pay period in December, based on performance in the previous BOC Gases financial year (1 October – 30 September).

(c) All payments are subject to PAYE tax and will be paid through payroll.

(e) CDRs who join during the year are entitled to a pro-rata payment for that year, based on completed calendar months of service.

(f) Full time employees on paid annual, sick or long service leave continue to have payments calculated under the scheme. Employees on unpaid leave will not have payments calculated under the scheme during the period of unpaid leave.

(g) The Compressed Distribution Consultative Committee will monitor the implementation of the scheme and recommend solutions to anomalies that may arise to the site manager for approval.

- (h) There will be a separate site incentive calculation for SOC and Tighes Hill.
- (i) For the life of the Agreement, the maximum incentive payment will be \$6000.00 per annum.

**14.3 Components**

**14.3.1 Sydney Operations Centre**

A

\$/Month	Year 1 July 2000 – September 2000	Year 2 October 2000 – September 2001	Year 3 October 2001 – March 2002
75	≥96.50	≥97.00	≥97.50
60	94.50 – 96.49	95.00 – 96.99	95.50 – 97.49
40	92.50 – 94.49	93.00 – 94.99	93.50 – 95.49
20	90.50 – 92.49	91.00 – 92.99	91.50 – 93.45
0	<90.50	>91.00	<91.50

B

\$/Annum	Year 1 July 2000 – September 2000	Year 2 October 2000 – September 2001	Year 3 October 2001 – March 2002
600	≥96.50	≥97.00	≥97.50
500	≥95.50	96.00	≥96.50
400	≥94.50	95.00	≥95.50
300	≥93.50	94.00	≥94.50
200	≥92.50	93.00	≥93.50
0	<92.50	<93.00	<93.50

C

\$ / Month	\$ / Cyl
250	Plan – 5%
200	Plan – 2%
150	Plan – 1%
100	Plan
0	> Plan



D

\$ / Annum	\$ / Cyl
1500	Plan – 5%
1200	Plan – 2%
750	Plan – 1%
500	Plan
0	> Plan



**ENTRY POINT:**

1. **Personal Safety:**
  - 1 LTI forfeit payment (A&C) for period from injury until resume normal duties.
  - 1 TAA forfeit monthly payment (A&C).
  
2. **Compliance to Schedule:**
  - All paperwork completed correctly and on time.
  - Schedule followed as printed – acceptable change and reason for change advised by telephone before end of shift – form completed.
  - Load accuracy:
  - Paperwork and cylinders in/out site agree.
  - CDR paperwork will be checked upon return to site. CDRs will correct/compile paperwork as requested. If CDR does not complete paperwork when requested they will not be eligible for the bonus payment for the month.
  
3. **Distribution Service Level (All CDRs):**
  - < 98% for month – forfeit monthly payment.
  - All deferral codings to be posted on notice board weekly.



14.3.2 Tighes Hill

A

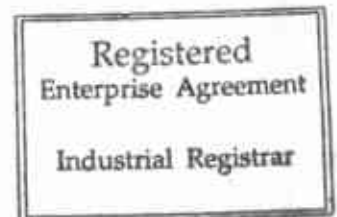
\$/Month	Year 1 July 2000 – September 2000	Year 2 October 2000 – September 2001	Year 3 October 2001 – March 2002
75	≥99.00	≥99.00	≥99.00
60	98.5 – 98.99	98.5 – 98.99	98.5 – 98.99
40	98.0 – 98.45	98.0 – 98.45	98.0 – 98.45
20	97.5 – 97.99	97.5 – 97.99	97.5 – 97.99
0	<97.5	<97.5	<97.5

B

\$/Annum	Year 1 July 2000 – September 2000	Year 2 October 2000 – September 2001	Year 3 October 2001 – March 2002
600	≥98.00	≥98.50	≥99.00
500	≥97.50	98.00	≥98.50
400	≥97.00	97.50	≥98.00
300	≥96.50	97.00	≥97.50
200	≥96.00	96.50	≥97.00

C

\$ / Month	\$ / Cyl
250	Plan – 5%
200	Plan – 2%
150	Plan – 1%
100	Plan
0	> Plan



D

\$ / Annum	\$ / Cyl
1500	Plan – 5%
1200	Plan – 2%
750	Plan – 1%
500	Plan
0	> Plan

**ENTRY POINT:**

**1 Personal Safety:**

- 1 LTI forfeit payment (A&C) for period from injury until resume normal duties.
- 1 TAA forfeit monthly payment (A&C).

**2. Compliance to Schedule:**

- All paperwork completed correctly and on time.
- Schedule followed as printed – acceptable change and reason for change advised by telephone before end of shift – form completed.
- Load accuracy:
- Paperwork and cylinders in/out site agree.
- CDR paperwork will be checked upon return to site. CDRs will correct/compile paperwork as requested. If CDR does not complete paperwork when requested they will not be eligible for the bonus payment for the month.

**3. Distribution Service Level (All CDRs):**

- < 99% for month – forfeit monthly payment.
- All deferral codings to be posted on notice board weekly.

**14.4 Definitions**

The Site Service Level is the Deliveries In Full On Time (DIFOT) as measured by the VISIT system for the full month.


The \$/Cylinder Delivered in the SAP Cost Centre reported costs for Metro (351) and Regional (396) deliveries divided by the nominal cylinders delivered ex the VISIT system.



**The BOC Gases New South Wales Compressed Distribution Agreement 5**

**15.0 Signatories**

This Enterprise Agreement is signed for and on behalf of the employees of BOC Gases Australia Limited.



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Rick Moon  
TWU Delegate, SOC

Date: 19-6-00



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John Russell  
TWU Delegate, Tighes Hill

Date: 23.6.2000



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Tony Sheldon  
State Secretary, TWU


Date: 19-July 2000



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Merv Lewis-Driver  
BOC Gases Australia Limited

Date: 20 June 2000



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Chris Barnes  
BOC Gases Australia Limited

Date: 16 June 2000



**Appendix 1 Redundancy**

1.0 Where a decision has been made by BOC Gases that a full time or part time position(s) is no longer required to meet business needs and there is an employee(s) in the position, discussions will take place between BOC Gases, the union(s) and the employee(s) affected.

2.0 Where the intention of the Company is to reduce the number of people performing work of the same kind, the Company may call for expressions of interest in voluntary redundancy from employees in the area(s) affected.

Acceptance of volunteers will be at the Company's discretion, having regard to the competencies the Company wishes to retain. Consultation will occur with the appropriate union(s) prior to the Company making a final decision(s) on who will be accepted for voluntary redundancy.

3.0 Before the employment of an employee is terminated as a result of being in a redundant position, alternative employment opportunities for the employee within the Company will be investigated. These alternatives may include transfer to another position, or transfer to another location within the Company.

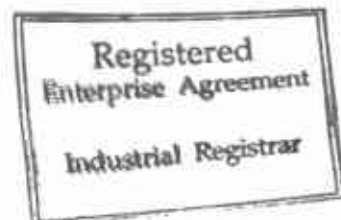
Selection of employees for alternative positions will be based on the competency and work performance of employees, and on the basis of best fit with the requirements of the position and the employing business unit.

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 until such time as the appropriate rate of pay for the incumbent in the alternative position exceeds his/her current rate of pay.

An employee appointed to an alternative position will be trained to ensure they can fully meet the requirements of the position.

Acceptances of offers of alternative employment will be subject to a three (3) month trial/probationary period, where positions are not substantially the same. At the end of this time an employee will retain his/her eligibility for redundancy payments if the Company or the employee determines that the position is not suitable.

4.0 An employee whose employment is to be terminated due to redundancy will receive notice (or payment or forfeiture of payment in lieu of notice) in accordance with the notice of termination clause of the Transport Industry Mixed Enterprises Interim (State) Award 1992.



- 5.0 In addition to the period of notice, an employee whose employment is terminated due to redundancy will receive the following severance pay:
- a) The payment of six (6) weeks pay, plus three (3) weeks pay for each completed year of continuous service with pro-rata payment for any additional continuous service of less than a completed year;
  - b) The rate of pay used to calculate this payment is the employee's rate of pay in the relevant classification in Schedule A;
  - c) The payment from (a) above, will not be more than the equivalent of 52 weeks' pay;
  - d) An additional loading will also apply to employees aged 45 or more.

The loading is as follows:

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

- 6.0 If the period of when an employee is advised of his/her position being redundant is greater than the period specified in the notice of termination clause of the Transport Industry Mixed Enterprises Interim (State) Award 1992, he/she will only receive severance pay if his/her last day of service is during the notice period specified in the Award or some other mutually agreeable date.
- 7.0 An appropriate career counselling service will be provided by the Company in the particular circumstances of each case.
- 8.0 During any period of notice given to an employee whose employment is to be terminated due to redundancy, the employee may take reasonable time off to attend job interviews at times mutually agreed between the employee and his/her immediate manager.
- 9.0 BOC Gases will apply a policy of no disadvantage between the current redundancy guidelines (point 5.0 above) and those guidelines which applied during the Company program known as Breakthrough II. These provisions apply to the case where the payment method is based on base wage rates plus overtime. The provisions will be reviewed should the payment methodology alter in the future.

