

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA98/240**

**TITLE: BOC Gases New South Wales Distribution Agreement 4, 1997**

**I.R.C. NO: 98/4108**

**DATE APPROVED/COMMENCEMENT: Approved 13 August 1998 and commenced 1 June 1997**

**TERM: Expires 31 May 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 23**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Employees engaged as drivers who are covered by the Transport Industry – Mixed Enterprises Interim (State) Award at 428 - 440, Victoria Street, Wetherill Park 2164; Five Islands Road, Cringilla 2502; and Elizabeth Street, Tighes Hill 2297

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



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**NEW SOUTH WALES  
DISTRIBUTION AGREEMENT 4**

EFFECTIVE: 1 JUNE 1997

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## The BOC Gases New South Wales Distribution Agreement 4

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**1. Title**

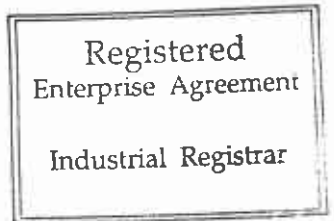
This Agreement shall be known as the BOC Gases New South Wales Distribution Agreement 4, 1997.

**2. Index**

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**Appendix 1 - Compressed Distribution Agreement**

**Appendix 2 - Bulk Distribution Agreement**



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## The BOC Gases New South Wales Distribution Agreement 4

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### 3. Application of Agreement

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

428 - 440 Victoria Street, WETHERILL PARK 2164  
Five Islands Road, CRINGILLA 2502  
Elizabeth Street, TIGHES HILL 2297



### 4. 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.

### 5. Duration

This Agreement shall operate from the beginning of the first pay period to commence on or after 1 June 1997 and shall remain in force until 31 May 1999.

### 6. 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 New South Wales Distribution Agreement III 1996, provided that where there is any inconsistency, this Agreement (New South Wales Distribution Agreement 4) shall prevail to the extent of the inconsistency.

### 7. Purpose of the Agreement

To create an environment across all sectors of New South Wales Distribution where managers and employees share the Vision and Values of BOC Gases by working directly together in co-operation and with mutual respect.

To secure outcomes that are good for our business and our employees which:

- will help us to improve our service levels to our customers
- will improve our competitiveness in the market place
- will continuously improve safety performance during the agreement and beyond

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.

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## The BOC Gases New South Wales Distribution Agreement 4

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### 8 Adjustment of Wages

The following wage increases to ordinary rates of pay are payable on the basis of total implementation of this Agreement, including the immediate implementation of the customer service, efficiency and flexibility changes specified in Appendices 1 and 2 and continued co-operation to ensure these changes are ongoing.

- (a) 5% from 1 June 1997
- (b) 5% from 1 June 1998

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For Compressed Distribution, the second 5% will be paid in two installments as detailed as Appendix 1, Clause 9.4.

### 9 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.

### 10 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.

### 11 No Duress

No party has entered into this Agreement under duress.


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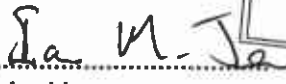
**The BOC Gases New South Wales Distribution Agreement 4**


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

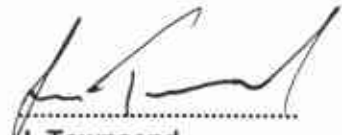


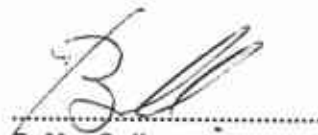
  
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Delegate Newcastle

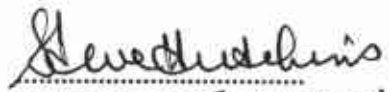
  
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Delegate, Newcastle


  
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**R. Hawkins**  
Delegate, SOC


  
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**R. O'Brien**  
Delegate, SOC

  
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**J. Townsend**  
Delegate, Port Kembla

  
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**B. MacColl**  
Delegate, Port Kembla


  
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**S. Hutchings** S. HUTCHINGS  
NSW Secretary, TWU

  
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**W. Forno**  
Organiser, TWU

  
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**D. Clode**  
Organiser, TWU

  
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**C. Barnes**  
Operations Manager, NSW

  
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**B. Love**  
Distribution Manager, Bulk Operations

  
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**W. Webb**  
Human Resources Manager

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### Appendix 1 - Compressed Distribution Agreement

- 1.0 Introduction
- 2.0 Agreed Changes
- 3.0 Changes During The Period Of This Agreement
- 4.0 Hours of Work, Overtime and Shift Work
- 5.0 Work Performance Standards
- 6.0 Maintaining Work Performance
- 7.0 Performance Measurement
- 8.0 Ongoing Development of Work Procedures
- 9.0 Rates of Remuneration
- 10.0 Signatories

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### APPENDICES

#### APPENDIX 1 - NSW COMPRESSED DISTRIBUTION AGREEMENT 1997

##### 1.0 INTRODUCTION

The NSW Compressed Operations Vision is:

To run a customer focused operation which is safe, flexible and achieves maximum service level at optimum cost.

This Appendix covers specific changes agreed for Compressed Distribution Operations in New South Wales.

##### 2.0 AGREED CHANGES

The following changes to working arrangements are agreed:

- 2.1 Drivers in Compressed Operations will be known as Customer Delivery Representatives (CDR).
- 2.2 South Coast Agent run delivered by BOC Gases CDRs out of SOC weekly.
- 2.3 Port Kembla direct customers and Gas & Gear delivered by BOC Gases CDRs out of SOC daily.
- 2.4 Metropolitan Gas & Gear/Agents delivered by BOC Gases CDRs out of SOC daily. Wetherill Park Gas & Gear will be serviced direct by forklift ex SOC.

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- 2.5 During the course of the Agreement, there will be a requirement for afternoon/night deliveries to Metropolitan Gas & Gear/Agents/Customers to achieve the Vision Statement. A safe system of work will be implemented (including addressing security lighting, site access, product readiness, forklift availability).
- 2.6 CDRs will be trained to deliver cylinders/equipment to all areas. CDRs will normally drive given runs/vehicles, however they agree to be flexible to operate any scheduled run/vehicle if required by BOC Gases to achieve the Vision statement.
- 2.7 CDRs will operate forklift trucks to facilitate deliveries at delivery points as required. This includes operating at Villawood and Mascot Gas & Gear Centres outside normal centre hours.
- 2.8 CDRs will manage customer stocks as required, including raising orders for full delivery/empty collects with CSC on behalf of the customer and providing reasonable assistance/service as necessary.
- 2.9 There will be three rates of pay depending upon training completed:-
- VCH / Flat Top Rate
  - Trailer Rate
  - Bulk Relief Rate

In accordance with Clause 9.1 a new starter rate for VCH/Flat Top, Trailer and Bulk Relief respectively will be paid for the first two years a CDR is working for BOC Gases.

CDRs will operate any vehicle for which they are trained if required in line with Clause 2.6 above.

- 2.10 CDRs will be paid for the hours they are scheduled to work by VISIT not the actual hours they work, in accordance with the performance standards set out in Clause 5 of this Appendix.
- 2.11 Hours of work, start times and annual leave will be administered in accordance with Clause 4 of this Appendix.





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- 2.12** BOC Gases will buyout up to twelve (12) RDOs per annum by mutual agreement with individual CDRs in line with Clause 9.2. Each December, the CDR will nominate the number of RDOs BOC Gases will buyout from them during the following calendar year. The remaining RDOs will be scheduled by the Distribution Superintendent evenly throughout the year. RDOs will be scheduled on any day of the week (Monday, Tuesday, Wednesday, Thursday or Friday). No more than two (2) CDRs at SOC and one (1) at Tighes Hill will be scheduled an RDO on any one day. CDRs may take blocks of RDOs by agreement with the Distribution Superintendent.
- 2.13** When permanent drivers are not available to meet scheduled deliveries, relief CDRs will be obtained from internal or external sources as determined by business needs. BOC Gases trucks will be used wherever possible in these circumstances.
- 2.14** There is a commitment to ongoing change and continuous improvement. A Compressed Distribution Consultative Committee will be established to enable smooth implementation of agreed and future changes.

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### 3.0 CHANGES DURING THE PERIOD OF THIS AGREEMENT

The following changes are proposed to take place during the period of this Agreement. Further change will be introduced through discussion with the Compressed Distribution Consultative Committee, and involvement of affected employees through forums such as Toolbox Meetings and Quality Panels.

#### ***In Cab Computers***

As agreed in NSW Distribution Agreement II, In Cab Computers will be introduced across the fleet. The purpose of the computers will be to provide CDRs with a paperless work environment and speed up the input of delivery data into the SAP Computer system. All drivers will receive appropriate training prior to the introduction of this equipment.

#### ***CAPS Study***

Software such as CAPS enables investigation of optimum delivery routes for all orders (direct customers, Gas & Gear, Gas Agents) identifying where cylinders should be sourced from, the location of fleet etc. This or similar software will be run twice yearly to review NSW Compressed Operations and may result in agreed change to the source of product and delivery boundaries within the state and interstate.

A number of delivery optimisation studies will take place during the life of this Agreement. For example, a study will review Compressed Distribution operations in the Newcastle/Northern region of NSW.

Detailed implementation plans arising from these studies will be developed through discussions within the Compressed Distribution Consultative Committee and with affected employees.

#### ***SAP Customer Data Accuracy***

CDRs commit to ensure that data held in the SAP Customer Master File is accurate. Changes to data such as 'ship to location', 'delivery address', 'contact person', 'opening/closing times', 'lat/longs', 'type of vehicle required', will be advised at end of shift to the Superintendent by the CDR using the SAP Data Amendment Notification Form.

#### ***Truck Design***

CDRs will continue to be consulted through the Compressed Distribution Consultative Committee on the ergonomic specifications of the vehicles and equipment they drive and operate.

The type and manufacture of vehicles purchased will ultimately be a management decision.

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### 4.0 HOURS OF WORK, OVERTIME; SHIFT WORK AND ANNUAL LEAVE

#### 4.1 Span of Hours

The ordinary hours of work will be eight (8) hours/day on day/afternoon or night shift. Hours beyond this will be paid at the appropriate penalty rate. There will be no early morning shift.

Day Shift:

- 5.00am - 6.00pm span of hours.
- Staggered start times will be between 5.00am and 7.00am.
- 30 minute unpaid meal break.
- no shift loading.

Afternoon/Night Shift:

- hours in line with the award.
- 20 minute paid meal break.
- shift loading.

#### 4.2 Schedule Hours/Overtime

Exclusive of meal breaks, BOC Gases will be targeting to schedule each CDR on average 50-55 hours/week. It must be noted this is not a guarantee of hours and is dependent on a number of factors including the level of demand. Subject to a CDR being available for normal work, a CDR will be scheduled and paid at least 45 hours/week, excluding meal breaks.

The recruitment of CDRs will be reviewed against business objectives, including but not limited to the impact on service level and the above targeted hours.

#### 4.3 Payment of Annual Leave After Implementation of Payment By Schedule

Annual leave accrued after the date of implementation of Payment by Schedule will be paid at nine (9) hours/day at the appropriate rates.



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### 5.0 WORK PERFORMANCE STANDARDS

The VISIT schedule is compiled using a number of Work Performance Standards. These include, but are not limited to, time allowances for:

- Load checking (day start)
- Vehicle checking (day start)
- Refueling
- Paperwork (day end)
- Truck wash
- Unloading / Reloading for second / third runs
- Trailer changeover and coupling / uncoupling
- Meal breaks
- Road speeds
- Customer contact time
- Product exchange time
- Customer / Agent stock management



All CDRs will receive training in the use and operation of the VISIT scheduling package.

The performance standards will be agreed during the implementation phase of the agreement between CDRs and BOC Gases. The agreed standards will be used for payment by schedule.

The process for agreeing the performance standards will be:-

- Fleetcom Results (Road speeds, Customer contact time, Product exchange)
- Accompanied runs (CDR and Superintendent)
- Yard time trials
- CDR feedback concerning regular delays at particular Customer / Agent or Gas & Gear

Meal breaks will be in line with the Award.

All parties to the Agreement are committed to minimising daily additional payment claims for exceptional items. This will be achieved by close co-operation by all CDRs and the Superintendent during the implementation phase and following introduction of payment by schedule. There will also be an ongoing review/update by the Compressed Distribution Consultative Committee following the introduction of payment by schedule. The performance standards established will take account of the most common delays which will occur.

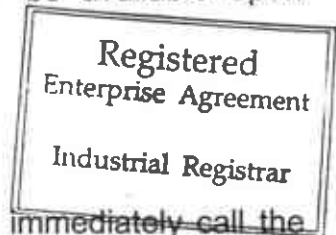
The overall work performance standards have an allowance for unfamiliar/new area work built into them at all times.

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Full details of the current performance standards will be available upon request from the Distribution Superintendent at any time.



### **Breakdowns/Non-Deliveries**

#### ***Mechanical Breakdown***

In the event of a mechanical breakdown, the CDR will immediately call the Superintendent and provide full details of the situation. The Superintendent will then determine whether the run can be continued after the repair or the vehicle return to base. Whenever possible, the CDR will attempt to complete the run prior to returning to base so service level is maintained. The hours will be logged in the Exceptional Items column of the Time Sheet for authorisation by the Superintendent. In the event of a breakdown, hours will be paid as actual hours worked on that particular day and not scheduled hours.

If no contact is made with the Superintendent in the event of a breakdown, no allowance will be made and deliveries not completed will be considered as 'brought backs' for the purpose of the service level and performance bonus calculations.

#### ***Non-Delivery***

If a CDR is unable to make a customer delivery, they will contact the Superintendent immediately and provide full details of the situation. The Superintendent will advise the necessary course of action.

If non-delivery reason cannot be verified the following action will be taken:

1. CDR payment will be reduced by the amount of scheduled hours from leaving the previous customer to leaving the non-delivery customer.
2. Disciplinary process will be invoked.

#### ***Delays Due to Traffic***

This will not be accepted as a reason for additional payment beyond the scheduled hours. The road speeds built into the VISIT schedule will be based on Fleetcom average results which take into account delays due to traffic.

#### ***Work Completed Under/Over Scheduled Hours***

CDRs should aim to complete deliveries as per the time allocated by VISIT. This is to enable BOC Gases to notify customers of expected delivery times. Consistent group performance under/over schedule will result in the performance standards being reviewed.

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### 6.0 MAINTAINING WORK PERFORMANCE

It is in the joint interests of BOC Gases, TWU and the employees that there is commitment to the agreed work performance standards and their achievement/improvement at sites covered by this agreement.

It is BOC Gases management's responsibility to keep performance under constant review and provide the means for employees to improve their performance. CDRs will perform their tasks in a professional manner at all times.

Where records show that the performance standards are not being met, it will be a matter for joint discussions at site level to determine the reason/s. The reason/s for performance standards not being met might be the responsibility of either management or an individual or a group of employees. If the former, management will rectify the situation as soon as possible. If the latter, further discussions will be held with the aim of resolving the problem. Every effort should be made at site level on a joint basis to solve the problem and achieve the agreed work performance standards, but if a group or individual employee still fails to meet the standard, then the matter may be placed in the Disputes Procedure.

### 7.0 PERFORMANCE MEASUREMENT

A series of Key Performance Indicators (KPIs) have been established to measure the performance of the Compressed Operation. Those which are relevant to Compressed Distribution are:

#### 7.1 Site Total Service Level

$$\frac{\text{Total Number of Orders (Delivery \& Pick Up Only)} - \text{Total Number of Orders Not Completed In Full On Time (Delivery \& Pick Up Only)}}{\text{Total Number of Orders (Delivery \& Pick Up Only)}}$$

Service level problems result from:

- Unscheduled orders
- SAP cuts
- Yard cuts
- Brought backs due to non-delivery by CDR
- Brought backs due to wrong cylinder loaded
- Brought backs due to scheduling error
- Brought backs due to customer data incorrect
- Post delivery processing error

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### 7.2 Site Distribution Team Service Level

$$\frac{\text{Total Number of Orders (Delivery \& Pick Up Only)} - \text{Total Number of Orders Not Completed By Distribution In Full On Time (Delivery \& Pick Up Only)}}{\text{Total Number of Orders (Delivery \& Pick Up Only)}}$$

The site Distribution team is made up of scheduling office staff and CDRs. 'Not Completed By Distribution' includes:

- Unscheduled orders
- Brought backs due to non-delivery by CDR
- Brought backs due to wrong cylinder loaded (load not checked by CDR)
- Brought backs due to scheduling error (schedule not checked by CDR)
- Brought backs due to customer data incorrect (address, delivery time window, vehicle type)
- Post delivery processing error (eg unable to read CDR handwriting)

### 7.3 Safety Performance

- Truck Avoidable Accident Rate (number of avoidable truck accidents per 200,000 km travelled).
- Lost Time Injuries.
- Medical Treatments

### 7.4 Site Operating Costs

- Fuel, tyre, maintenance, costs

The above KPIs are measured at the team level and will be prominently displayed in the Distribution Office at each site. The Service Level KPIs in clauses 7.1 and 7.2 above are incorporated in the Compressed Distribution Performance Bonus (see clause 9.3).

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### 8.0 ONGOING DEVELOPMENT OF WORK PROCEDURES

All parties to this Agreement commit to the Vision statements in the Introduction section and will continue supporting the continuous improvement of the operation and the introduction of new technology.

It is recognised and understood that future change is inevitable. It is envisaged that the pace of required change to meet the competitive environment and technological advances will increasingly grow.

It is recognised that if BOC Gases is to become more efficient, productive and competitive, employee involvement is essential. Employees will be provided with the opportunity to participate in this process and it is agreed they will do so. This will be achieved in many ways including a Compressed Distribution Consultative Committee, quality panels, toolbox/desktop meetings, individual and group performance monitoring, feedback on performance and regular reports to all employees on Company performance and plans. The Compressed Distribution Consultative Committee is a vital element of workplace reform, continuous improvement and on-going change and will provide employees with the opportunity to be involved in problem solving, decision making and implementation of solutions related to overall site issues.

The aim of the Compressed Distribution Consultative Committee, consisting of management and employee representatives is:

To be a consultative forum committed to co-operating positively to increase the efficiency, productivity and competitiveness of BOC Gases and to enhance the career opportunities of all employees represented by this committee. It is expected that employee relations will be enhanced as a result of this process.

Areas of discussion of the Committee may encompass current workplace activities, practices and issues as well as developing plans and strategies to meet future operating goals.

The members of this Committee will be responsible and committed to developing improved communications within an environment of trust, ensuring that they will work together for the benefit of employees and the Company.

The Company makes regular use of Quality Panels for problem solving and performance improvement. Employees will be provided with appropriate training, will be encouraged to identify the need for a specific quality panel, as well as being asked to participate in any relevant quality panels.

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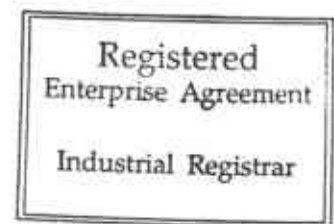
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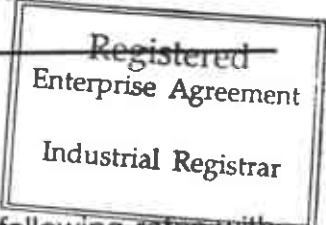
The Company intends to hold a Compressed Distribution toolbox meeting at each site on a monthly basis. Employees are requested to attend and contribute.

The Company will provide each employee and section with procedures, equipment and training to help them monitor, measure, control and improve individual and section performance.

The Company will regularly hold meetings to inform employees of the Company performance and future plans. Efforts will be made to schedule work to permit as many employees as possible to attend.



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9.0 RATES OF REMUNERATION

9.1 Weekly Rate for Ordinary Hours

Customer Delivery Representatives will be paid the following rates with effect from the first pay period to commence on or after the dates shown in the tables below:

0-2 Years BOC Gases Service:

CDR Category	1 June 1997	Payment by Schedule Implementation	1 June 1998*
VCH/Flat Top	\$636.10	\$648.80	\$668.30
Trailer (including H2 Trailer)	\$667.00	\$680.30	\$700.70
Bulk Relief	\$702.10	\$716.10	\$737.60

2 Years+ BOC Gases Service:

CDR Category	1 June 1997	Payment by Schedule Implementation	1 June 1998*
VCH/Flat Top	\$651.00	\$664.00	\$683.90
Trailer (including H2 Trailer)	\$681.90	\$695.50	\$716.40
Bulk Relief	\$717.00	\$731.30	\$753.20

\* Provided that by Payment by Schedule has been implemented, otherwise the date when Payment by Schedule is introduced - whichever is later.

9.2 Annual RDO Buyout

CDRs will nominate the number of RDOs they wish to have bought out annually, at the following rate:

0-2 Years BOC Gases Service:

CDR Category	\$ Per RDO Bought Out Calendar Year 1998	\$ Per RDO Bought Out Calendar Year 1999
VCH/Flat Top	\$190.80	\$200.50
Trailer (including H2 Trailer)	\$200.10	\$210.20
Bulk Relief	\$210.60	\$221.30

2 Years+ BOC Gases Service:

CDR Category	\$ Per RDO Bought Out Calendar Year 1998	\$ Per RDO Bought Out Calendar Year 1999
VCH/Flat Top	\$195.30	\$205.20
Trailer (including H2 Trailer)	\$204.60	\$214.90
Bulk Relief	\$215.10	\$226.00

Nominated RDOs will be paid out in the first pay period each December for the current calendar year. The above rates are subject to the implementation of Payment by Schedule.

## The BOC Gases New South Wales Distribution Agreement 4

### 9.3 Performance Bonus

The Performance Bonus (paid annually in the first pay period in December each year based on the previous BOC Gases financial year) is made up of two components:

Site Service Level (Team)      +      Distribution Service Level (Team)

For the life of the Agreement, the maximum Performance Bonus is \$6000.00 per annum.

#### 9.3.1 Service Level

The Site Service Level and Distribution Service Level will be calculated as per the formulae in Clauses 7.1 and 7.2. These service levels and associated bonus payments will be calculated separately for each calendar month based on:

Orders completed in full on time (including empty pick ups) for the month  
Total number of orders for the Month.

and added up at the end of the financial year for payment.

Separate service levels (Site and Distribution) will be calculated for both sites, Tighes Hill and SOC, covered by this Agreement.

Site service level payments will be as follows:

Payment Per Annum \$	1997/1998 %	1998/1999 %
1500.00	>=98.00	>=99.00
1200.00	96.00 - 97.99	97.00 - 98.99
900.00	94.00 - 95.99	95.00 - 96.99
600.00	92.00 - 93.99	93.00 - 94.99
300.00	90.00 - 91.99	91.00 - 92.99
0.00	<90.00	<91.00

Distribution Service Level payment will be as follows:

Payment Per Annum \$	1997/1998 %
4500.00	>=99.50
3000.00	99.00 - 99.49
2000.00	98.50 - 98.99
1000.00	98.00 - 98.49
0.00	<98.00



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### 9.3.2 Performance Bonus Rules

- The bonus will be paid annually in accordance with clause 9.3.1 of this Appendix.
- The bonus payments shown in 9.3.1 will apply for the period of this agreement.
- The bonus will apply to all CDRs covered by this agreement. CDRs who join or leave NSW Compressed Distribution during the year are entitled to a pro-rata payment for that year, based on completed calendar months.
- Eligibility for participation during period of leave will be:
  - Paid annual, sick, long service leave - full participation.
  - Unpaid leave - the monthly calculation will be reduced by the proportion of the month taken as unpaid leave.
- The Compressed Distribution Consultative Committee will determine eligibility in any case not covered by these rules, or where there is uncertainty in their application.
- Bonus payments will be made through the payroll and will be subject to PAYE tax.
- There will be a separate site bonus calculation for SOC and Tighes Hill Compressed Distribution Operations.
- The quarterly PRP will cease upon implementation of the Performance Bonus.



### 9.4 Package Implementation Timetable

The package will be introduced as follows:

1. Total Agreement sign off	<ul style="list-style-type: none"> <li>• +5% backdated to first pay period after 1 June 1997.</li> <li>• Current job classification.</li> <li>• Quarterly PRP of maximum \$1500 based on Total Site Service Level only.</li> <li>• Work to VISIT schedule.</li> </ul>
2. Date of implementation of Payment by Schedule Introduction (date may vary by site)	<ul style="list-style-type: none"> <li>• Revised job classification, as per Clause 9.1</li> <li>• Hours of work, annual leave in accordance with Clause 4.</li> <li>• Performance Bonus calculation commences.</li> <li>• Early payment of 2% wage increase on first pay period after date of implementation.</li> </ul>
3. First pay period after 1 June 1998	<ul style="list-style-type: none"> <li>• +3% wage increase.</li> </ul>

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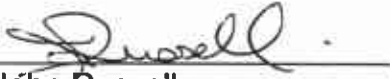
The BOC Gases New South Wales Distribution Agreement 4

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10.0 SIGNATORIES

This Compressed Distribution Enterprise Agreement, Appendix 1, is signed for and on behalf of BOC Gases Australia Limited and the Transport Worker's Union of New South Wales.




  
John Russell,  
SBU Member, TWU (Tighes Hill)


Date: 8/4/98

  
Gary Gower,  
Delegate, TWU (Tighes Hill)


Date:   /  /  

  
Ray Hawkins  
Delegate, TWU (SOC)

Date: 7/4/98

  
Robert O'Brien  
Delegate, TWU (SOC)

Date: 7/4/98

  
Wayne Forno  
For TWU Organisers, NSW


Date: 2/7/98

  
Chris Barnes  
Operations Manager, NSW

Date: 7/4/98

  
Warwick Webb  
Human Resources Manager, North

Date: 7/4/98

  
Merv Lewis-Driver  
Logistics Co-Ordinator, NSW

Date:   /  /

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**The BOC Gases New South Wales Distribution Agreement 4  
Appendix 2: NSW Bulk Distribution Agreement 1997**

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**APPENDIX 2: NSW BULK DISTRIBUTION AGREEMENT 1997**

Registered  
Enterprise Agreement  
  
Industrial Registrar

**1. Delivery to VIE 15,000 and Less**

Clause 17 (b) of Appendix 1 in Distribution Agreement III ("Delivery - Within New South Wales") is replaced by this clause.

The following principles will apply to delivery to customers of VIE 15,000 and less within New South Wales:

Customers of VIE 15,000 and less will normally be done by the currently agreed centres. With regard to VIE 15,000, in cases of full utilisation of fleet or drivers at any centre, it may be necessary to allocate deliveries from another centre to meet customer needs. However in the event of business downturn, VIE 1500's shall be done by the currently agreed centres.

The selection of centre and tanker in these circumstances will be determined by factors such as the size of vehicle which can access a customer, minimisation of double handling and logistical and cost considerations on a particular day.

Concerns about fleet or driver utilisation at any centre must be raised as soon as possible with the Bulk Distribution Superintendent (e.g. within 24 hours of the issue arising) to avoid disputes.

**2. Interstate Product Movements**

Existing arrangements for each centre will continue for determining the origin of vehicle and driver for each interstate product movement. The process of review of bulk distribution operations (Clause 5) will address options for optimising allocation of drivers and fleet for interstate product movement.

**3. Routine Audit Checks by Drivers**

Drivers from all centres agree to conduct 3 monthly audit checks on all vehicles. Training will be provided in completing the standard checklist.

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**The BOC Gases New South Wales Distribution Agreement 4  
Appendix 2: NSW Bulk Distribution Agreement 1997**

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**4. Customer Vehicle Pick Up From Production Sites**

The parties recognise the Company's obligation under the Trades Practices Act and the right of the Customer to collect bulk product from the Production sites within the Company.

Affected employees will be kept informed of any changes to arrangements for customer product collection.

**5. Advance Notice of a Review of Bulk Distribution Operations**

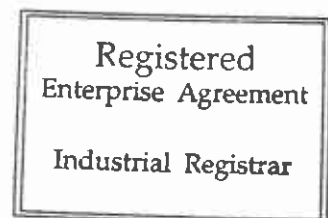
Within the life of this agreement, there will be a review of all aspects of Bulk Distribution services in New South Wales. Drivers and their representative(s) will be kept informed and involved in a consultative process on how changes may be implemented by mutual agreement during the life of this Agreement. Prior to implementation, agreed changes will be registered, where necessary, as variations to this Appendix as provided in Clause 7 above, "Purpose of the Agreement".

**6. Annual Review of RTA Driving History**

All Bulk drivers will be asked to voluntarily complete an authorisation for the RTA to provide their personal driving history in August each year. The Company will pay the RTA fee.

**7. Unloading ISO Units at Port Kembla**


Drivers agree to utilise the overhead crane at Port Kembla in the event of a genuine shortage of Production personnel. Training and certification to operate the crane will be provided.





The BOC Gases New South Wales Distribution Agreement 4  
Version: 4 December 1997


8. Signatories

Registered  
Enterprise Agreement  
Industrial Registrar


  
J. Townsend, Delegate, TWU  
Port Kembla  
Date: \_\_\_\_\_


  
B. MacColl, Delegate, TWU  
Port Kembla  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

  
R. O'Brien, Delegate, TWU  
SOC  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_


  
G. Gower, Delegate, TWU  
Tighes Hill  
Date: 7/1/98

  
R. Hawkins, Delegate, TWU  
SOC  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

  
I. Jenkins, Delegate, TWU  
Tighes Hill  
Date: 7/1/98

  
D. Clode, For TWU Organisers NSW  
Date: 4/2/98

  
Barry Love,  
Distribution Manager, Bulk Operations

  
Warwick Webb  
Human Resources Manager, North