

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/36

TITLE: BOC New South Wales Distribution Agreement 6, 2003

I.R.C. NO: IRC3/5849

DATE APPROVED/COMMENCEMENT: 28 November 2003/1 June 2003

TERM: 1 June 2006

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/295

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by BOC Limited located at 428-440 Victoria St, Wetherill Park NSW and Elizabeth St, Tighes Hill NSW, engaged in the area of compressed distribution, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award

PARTIES: BOC Limited -&- the Transport Workers' Union of New South Wales

The BOC New South Wales Distribution Agreement 6 2003

1.0 Title

This Agreement shall be known as the BOC New South Wales Distribution Agreement 6, 2003.

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3.0 Application of Agreement

This Agreement applies to the employment of persons in BOC LIMITED in respect of Compressed Distribution employees at the following locations and will interface with the Transport Industry Mixed Enterprises Interim (State) Award 2001(the Award):

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

4.0 Parties Bound

This Agreement shall be binding on:

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

The Agreement will also be submitted to the NSW Industrial Relations Commission for approval in accordance with the *NSW Industrial Relations Act 1996* and the Agreement will be between BOC LIMITED and the Transport Workers Union of New South Wales (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.

The parties agree to commence negotiations for a new collective Agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

Should negotiations for a new collective Agreement not be finalised prior to the nominal expiry date of this Agreement, the Agreement will continue to be observed by the parties, subject to the rights of the parties under the Act.

6.0 Relationship to the Parent Award

This Agreement will replace all previous registered and unregistered Agreements and will be read and interpreted in conjunction with the Transport Industry Mixed Enterprises Interim (State) Award 2001 (the Award) provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency.

7.0 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 BOC Ltd.

8.0. No Duress

No party has entered into this Agreement under duress.

9.0. Policies and Procedures

BOC will provide to all employees a copy of the companies policies and procedures which are summarised in the Welcome to BOC handbook.

All new employees will receive a copy of the handbook and have the terms explained during their orientation and training.

9.1 Safety Health & Quality Policies

BOC Ltd acknowledges its responsibility for providing a safe and healthy working environment. To this end, BOC Ltd will provide safe systems of work, ensure that there are no unsafe conditions and provide necessary training and information for employees.

Employees have a responsibility for working in a safe manner and taking reasonable care of their own and others' safety while at work. Employees will co-operate with BOC Ltd initiatives to improve safety and follow all required health and safety policies and procedures.

9.2 Rehabilitation

To enable speedy and effective rehabilitation strategies to be established and reviewed (for both work related and non-work related injuries and related conditions), employees may consult their own medical physician or specialist. However, when required or requested by BOC Ltd, employees will consult a BOC Ltd nominated medical practitioner in accordance with the Workplace Injury Management and Workers Compensation Act. To maximise the opportunity for injury recovery, return to work programs may ideally be conducted on day shift.

9.3 Protective Clothing and Equipment

All protective clothing and equipment will be supplied by BOC Ltd and such clothing and equipment will be worn and/or used by employees. Failure to comply will involve the employee in performance counselling. Protective clothing or equipment will be replaced on a needs basis, when unserviceable.

10.0 Hours of Work, Overtime, Shift Work and Annual Leave

10.1 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.

Any changes to the Span of Hours; Rostered Hours; Normal Hours; and Rolling Six/Seven Day Roster defined below, will be made following consultation between the parties prior to implementation. BOC Ltd undertakes that any change to the span of hours will not result in the employee receiving an hourly rate less than that which is prescribed by the Award, under the employee's appropriate classification, including any overtime or shift penalties.

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 afternoon 17.5%/night 20% of base rate

10.2 Six and Seven day Roster

A Six and Seven day roster shall only be introduced after a process of consultation and agreement between the parties.

A Customer Delivery Representative (CDR) may be rostered to work either a Tuesday to Saturday Roster or Sunday to Thursday roster as part of a normal week. A Loading will be paid as per clause 12 for each roster completed, each Saturday or Sunday will be treated as a normal day, (8 normal hours before overtime applies). Overtime and shift rates will apply when appropriate.

Employees will be given advance notice of the need to work a six and seven day rolling roster. A minimum of 7 days notice will be given.

Employees working Six and Seven day roster will have two consecutive days off. If any of these days are worked, the appropriate penalty rates will be paid.

BOC Limited is committed to involvement of all relevant employees in the implementation of this change and working through the effects the change will have on employees.

Public Holiday

An employee will not be able to claim more than one day off for each Public Holiday occasion

Saturday/Sunday

If an employee is scheduled to work a rostered Saturday or Sunday which is a Public Holiday, the employee will take that day as the Public Holiday or following consultation and agreement additional annual leave or their next working day as the holiday.

Monday/Friday

If the Public Holiday falls on a non rostered Monday or Friday, the employee will receive a day off in lieu of the Public Holiday to be taken as the next working day or following consultation and agreement at a different date.

10.3 Schedule Hours/Overtime

Exclusive of meal breaks, BOC Limited will be targeting to schedule each Customer Delivery Representative (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 CDR's will be reviewed against business objectives, including but not limited to the impact on service level and the above targeted hours.

10.4 Leave Provisions

Annual Leave

- (a) 4 weeks (20 working days, pro-rata for part-time employees) annual leave will be available to all employees (other than casuals) upon each completed year of service.
- (b) The timing and length of annual leave will be determined and will take into account individual and operational requirements. An agreed leave plan will be put in place by the Line Manager in the event that the plan is not current then employees taking up to 4 weeks leave - 4 weeks notice is required. For employees taking greater than 4 weeks leave - 8 weeks notice is required. Exceptional circumstances will be considered at the time. The line manager will approve annual leave forms. Nothing in this subclause shall operate inconsistently with the provisions of the *Annual Holidays Act 1944*.
- (c) Annual leave will, wherever possible, be taken each year.
- (d) Annual leave loading is calculated at 25% of the annual leave entitlement in hours, multiplied by the base wage ordinary hourly rate.
- (e) All annual leave accrued will be at 9 hours/day at appropriate rates.

Sick Leave

In the first year of employment, five days, and thereafter eight days paid sick leave is available each year if an employee is unable to work because he/she is ill. Unused sick leave accumulates, providing a bank of paid leave in case of an extended period of illness or if current sick leave entitlement is exhausted. Sick leave will be paid at 8 hours per day of absence.

If a sick day is taken on a rostered Saturday/Sunday this will count as part of the annual sick leave entitlement. A medical certificate will be required for absences on a second and subsequent rostered Saturday or Sunday.

Notification of Absence

To be eligible for the sick leave payment an employee must notify his/her Line Manager (or in his/her absence the Line Managers Manager) as soon as practicable. Wherever possible this shall occur at least 1 hour prior to the commencement of the shift. Medical certificates must be provided by an employee for sick leave of one rostered working day consecutively or one rostered working day before/after public holiday.

If an employee takes more than 2 single day absences during a 12 month period, his/her line manager may request a medical certificate for any further absences.

Ongoing absences will be monitored and if after investigation deemed excessive may invoke the disciplinary process.

Personal Carer's Leave

Personal carer's leave is available to enable employees to provide short-term assistance to ill members of their immediate family. Entitlement to this leave shall be paid as per the provisions in the Award.

Parental Leave

Parental leave (maternity, paternity and adoption leave) is available to employees in accordance with legislation as varied from time to time.

Jury Leave

Employees summoned to attend jury service will continue to receive their wage less the monies received from the Court for the duration of their attendance.

Bereavement Leave

Employees will be entitled to three days paid bereavement per occasion. Access to this leave shall be consistent with the provisions of the Award.

Paid leave beyond three days may be approved by the BOC Ltd on a case by case basis subject to BOC Ltd policy. Such additional bereavement leave will not be unreasonably refused by the BOC Ltd and will be dictated by the circumstances of the employee and the reasonable operational requirements of the business.

11.0 Wages and Allowances

11.1 Adjustment of Wages

Notwithstanding the operative date in clause 5.0, wage increases will be paid as detailed below.

There will be increases in ordinary rates as follows:

1st pay period after signing - 2.75% for Option 1 where employees Rostered Days Off (RDO's) are calculated in the base rate and 3.75% for Option 2 where employees continue to continue to take RDO's.

12 months after signing - 3.75%

24 months after signing - 3.75%

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

11.2 Workers Compensation

Employees who are on an accepted claim for Worker's Compensation will be paid their weekly wage for the first 26 weeks of incapacity (partial or total). After this time, payment will be made in line with the WorkCover Guidelines.

11.3 Superannuation/ Wages Sacrifice

In this clause "pre tax deductions" shall mean an arrangement where an employee agrees to forego wages determined under this Agreement in return for the provision of other benefits.

Where a pre tax deduction is agreed the amount of the benefit will take into account Fringe Benefits Tax and other taxes payable by BOC as a consequence of BOC providing the benefit. Employees may request "pre-tax deductions" for superannuation contributions, Employee Share Plans or for other purposes approved by BOC. Employees may request pre tax deductions of up to 25% of the employee's weekly wage payable under this Agreement. The continuation of an employee's "pre tax deductions" is subject to BOC not incurring any consequential or additional cost should changes occur in tax law or practice associated with its operation.

11.4 Wage Rates

There will be two wage rates as detailed below in Table 1, Option 1 and Option 2.

Option1 will be the default method of payment and the employee must indicate if they wish to be payed under Option 2 in writing to the Line Manager prior to the agreement coming into force. New employees will only be offered Option1 and employees who nominate Option1 prior to or during the term of the agreement cannot elect to return to Option 2.

Allowances that are calculated from the base normal hourly rate will be determined under each option.

Option 1

Rostered Days Off (RDO's) are included in the base rate (the normal hourly rate is calculated by dividing the weekly wage by 40).. Overtime rates are calculated based on the new normal hourly rate multiplied by either 1.5 for time and one half and 2 for double time.

The new weekly base rate for each position as at June 2003 is detailed below Option 1.

This is based on a worked 40 hour week with no RDO's. These rates include the first percentage increase detailed in Clause 11.1 (2.75%).

Option 2

Rostered days off are not included in the base rate (the normal hourly rate is calculated by dividing the weekly wage by 40). The employee will work 40 normal hours per week and accrue 2 hours per week for use as RDO's. Overtime rates are calculated by by dividing the weekly wage by 38 to determine an hourly rate and then multiplying this by the appropriate multiplier ie 1.5 for time and one half and 2 for double time.

The new weekly base rate for each position as at June 2003 is detailed below Option 2.

This is based on a worked 40 hour week with RDO's. These rates include the first percentage increase detailed in Clause 11.1 (3.75%)

Table 1

Type	Weekly rate	Hourly rate	Time one half	Double time
Option1				
VCH / Flat top entry 0-2 yrs	\$823.10	\$20.58	\$30.87	\$41.16
VCH / Flat top 2 yrs plus	\$842.40	\$21.06	\$31.59	\$42.12
Trailer 2 years plus	\$882.37	\$22.06	\$33.09	\$44.12
B Double 2 yrs plus	\$925.80	\$23.14	\$34.72	\$46.29
Option 2				
VCH / Flat top entry 0-2 yrs	\$774.65	\$19.37	\$30.58	\$40.77
VCH / Flat top 2 yrs plus	\$792.83	\$19.82	\$31.30	\$41.73
Trailer 2 years plus	\$830.44	\$20.76	\$32.78	\$43.71
B Double 2 yrs plus	\$871.31	\$21.78	\$34.39	\$45.86

11.5 Rostered Days Off (RDO's)

RDO's are only available to existing employees under this agreement who elect option 2 as a payment method for wages, new employees will not be entitled to RDO's and will be paid under Option 1. An RDO is calculated and if paid at eight (8) hours, employees will work a 40 hour week and accrue 2 hours as RDO's. RDO's are not accrued during holiday or sickness.

BOC Ltd will buyout up to twelve (12) RDO's per annum by mutual agreement with individual CDR's. Each December, the CDR will nominate the number of RDO's BOC Ltd will buyout from them during the following calendar year. The remaining RDO's will be scheduled by the Line Manager evenly throughout the year. RDO's will be scheduled on any day of the week (Monday, Tuesday, Wednesday, Thursday or Friday). No more than two (2) CDR's at SOC and one (1) at Tighes Hill will be scheduled an RDO on any one day. CDR's may take blocks of RDO's by agreement with the Line Manager.

Nominated RDO's will be paid out in the first pay period each December for the current calendar year.

The payment rate to be applied to the RDO buyout is calculated at the time and one half rate based on eight (8) hours paid per RDO.

11.6 Allowances

Allowances detailed below will be indexed to the percentage increases annually as detailed in Clause 11.1

11.6.1 Six and Seven day Roster

Rates in Table 2 below apply when agreement is ratified, future years in the agreement are indexed.

Table 2

Six and Seven Day Roster Payments	June 2003 to May 2004	
	Tuesday to Saturday	Sunday to Thursday
VCH / Flat top entry 0-2 yrs	\$161.01	\$181.39
VCH / Flat top 2 yrs plus	\$164.85	\$185.71
Trailer 2 years plus	\$172.67	\$194.53
B Double 2 yrs plus	\$181.17	\$204.11

Note: The above rates are calculated using overtime rates for Saturday and Sunday work.

11.6.2 Meal Money

Meal money is paid for overtime conditions as per the Award. The current rate is \$9.35.

11.6.3 Overnight and Away from home allowance

Where an employee is required to remain away from home overnight an overnight meal allowance will be paid as per the award conditions. The current rate for overnight is \$35.

Where an employee is returning to base from an overnight stay a further meal payment of \$15 will be made.

11.6.4 Standby Allowance on Call

Where an employee is requested to be available for on call and is provided with a mobile phone or pager a standby payment of \$52 per day will be paid.

Callout duration will be from midnight to midnight on each calendar day.

A Callout roster will be put in place.

12.0 Work Place Change

The parties acknowledge that in an increasingly changing business environment we need to continually review our operations to ensure we are competitive. 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, operational efficiency and flexibility that meet the purpose and goals of this Agreement. BOC Limited is committed to involvement of all relevant employees in the implementation of change and working through the effects the changes will have on employees.

12.1 Loading/Unloading Trucks on BOC and Non BOC Sites:

CDRs agree to load/unload trucks at BOC and Non BOC sites during and outside normal working hours or when other BOC employees are not available.

13.0 Roles and Responsibilities

The parties agree that New South Wales Distribution has the flexibility to conduct its operations within the full scope offered by this Agreement. Employees will work as requested within their level of skill, competence and training.

Employees will carry out the functions as set out in the current position descriptions.

Employees must be able to deliver the range of Product Service Offers as defined in the business and operate vehicles as required delivering the same.

13.1 Work Performance Standards

(a) Safety and Service

All scheduled trips and runs have sufficient time built in for vehicle pre and post trip inspections and load checking off and on the vehicle. All CDR's commit to completing all required vehicle and load checks to meet safety and service requirements. Failure to comply can result in disciplinary action.

(b) Schedules

Where a scheduling system is used to allocate work CDR's 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 below. Employees will ordinarily be paid for hours worked based on the schedule generated by VISIT. In the event that work is performed in excess of the schedule time, the employee will apply to have the additional time approved by the Line Manager as detailed below in Clause 13c.

Start and finish times are detailed in the schedule allocated and are to be followed.

CDR's commit to following the schedule as printed, as this will allow commitments to customers to be met. If an error is found in the schedule, a CDR can request to change a schedule by contacting the Line Manager on a daily basis.

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

Load checking

Vehicle checking

Refuelling

Paperwork (day end)
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

The process for measuring and feedback on the performance standards will be:-

Truck computer results
(Road speeds, Customer contact time, Product exchange)
Accompanied runs (CDR and Line Manager)
Yard time trials
CDR feedback concerning regular delays at particular Customer / Agent or Gas & Gear
CDR feedback concerning increases in road speed or contact times
CDR comparison
Driver debriefs by the Line Manager

(c) Exceptions to schedule

Definition: In this clause "exception" refers to instances where a trip performed by a CDR takes longer than the time allotted by the VISIT Scheduling system.

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 CDR's and the Line Manager.

When an exception has occurred the CDR will contact the Line Manager at the time of the delay or on his/her return. The CDR will complete the daily trip form and itemise the delay for approval by the Line Manager.

Where a CDR has frequent exceptions to schedule and the Line Manager has reviewed the schedule utilising the measurement tools available and the exception cannot be verified or explained the CDR's exceptions will not be approved.

(d) Debriefs

Daily driver debriefs will be carried out by or on behalf of the Line Manager with CDR's. The purpose of the debrief is to review activities carried out by the CDR and review trips and schedules for improvements in safety, service to the market and operational efficiency.

14.0 Employee Development Process

Definitions: A career development plan is a process where the Line Manager and the Customer Delivery Representative can identify development opportunities. The plan will address development and or training needs against clear performance goals agreed by both. The process will include establishing standards of performance, measuring and recording performance and development, with regular reviews to measure outcomes.

Current training and development programs in place are IMSS, DIESEL, and Certificate 3 in Road Transport.

- (a) Employees will undergo training in line with the current development framework, and can request that a career development plan is formulated based on identified needs.

Training will be directed towards achieving a competent workforce receptive to technological and operational change.

The IMSS profiles and training plans for all employees will be designed to meet required competencies and skills to address competency and skill gaps within the BOC Ltd for current and future roles.

15.0 Counselling & Corrective Action

- 15.1 The intent of this procedure is to approach employees, where there is evidence of poor performance and/or conduct problems. 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.
- 15.2 A union delegate and/or official may be present at each step under the procedure.
- 15.3 If a grievance or dispute arises out of any of the steps in the procedure, the Grievance & Dispute Resolution Procedure (Clause 16.1) will be used.
- 15.4 The BOC Ltd reserves the right to begin the counselling procedure at any "Step" within the "Formal Warning System" outlined below depending on the nature and seriousness of the offence, misconduct or poor performance. Nothing in this clause prevents the BOC Ltd from terminating an employee if they are serving a probationary period or in the event of serious or wilful misconduct.
- 15.5 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.
- 15.6 Procedure

The procedure is made up of the following steps:

- (a) Counselling

Informal counselling will be conducted by the employee's immediate manager in a private and confidential environment. The manager will advise the employee of the performance deficiency observed and endeavour to establish the cause of this unacceptable situation. The employee and manager will develop a strategy to overcome the situation, which may involve referral to specialist formal counselling, eg. Family crisis counselling, depending on the problem identified. The line manager will follow up and monitor the employee and conduct further counselling if required and/or considered appropriate. All counselling sessions will be noted in the manager's diary.

If the employee's performance does not improve and continues to be of an unacceptable standard to the BOC Ltd, despite previous counselling conducted, the formal warning system will be implemented.

(b) Formal Warning System

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.

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.

Step 3- Official Second and Final Written Warning

This step involves the same actions as in Step 2.

Step 4 - Termination of Employment

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

(c) Dismissal procedure

An employee's employment may be terminated without notice if he/she engages in serious misconduct.

Examples of serious misconduct include, but are not limited to: -

Fighting or horseplay

Unauthorised possession or use of BOC Ltd, customer or work colleague's property

Wilfully damaging BOC Ltd, customer or work colleague's property
Falsifying or altering of customer or employee records

Endangering your safety or that of a work colleague or customer

Unauthorised consumption of alcohol

Being incapable of performing your work duties because you are under the influence of alcohol or illegal drugs

Possessing or selling drugs on BOC Ltd or customer premises

Failing to maintain confidentiality

Offensive conduct towards customers, visitors or work colleagues

In the specific situation of an employee termination, where there is a genuine objection, due to uncertainty, of the grounds for termination, the parties involved may request for the employee to be suspended with pay for a maximum period of three days. During this time the employee will be available to attend meetings, and all effort will be made to further investigate the incident and determine appropriate action. This will be referred to as the "cooling off period".

16.0 Non Interruption of Service to the Customer

Introduction

The parties to the Agreement agree to strictly adhere to resolving all grievances or disputes by prompt discussion. All avenues will be exhausted prior to any consideration of industrial action.

All parties accept that matters will be resolved in accordance with the following procedure and service to the customer will always continue without interruption or delay, with employees carrying out their duties within the scope of this Agreement

16.1 Grievance & Dispute Resolution Procedure

It is the intention that grievances or disputes will be discussed promptly between the employee(s) and the immediate manager.

If matters cannot be resolved then more senior managers may be involved to resolve the matter.

At any stage of this process, the employee(s) may elect to have a union delegate or official present.

In the event of a disagreement between employees who are members of the Transport Workers Union (TWU) a mutually agreed mediator or the Industrial Relations Commission of New South Wales may be involved to resolve the matter.

The parties agree that the status quo existing prior to the disagreement will remain while the grievance/dispute is being resolved.

16.2 Essential Services and Customers

It is agreed that certain essential operations (includes but not limited to medical, safety, food/hygiene, environmental, continuous operation processes) and agreed priority customers will continue to be serviced and supplied during any industrial action, including stoppages resulting from matters outside the direct control of the BOC Ltd. These customers will be identified by consultation/agreement with BOC Limited and union delegates.

17.0 Incentive Scheme

17.1 The Incentive scheme

The incentive scheme will be the current version of the ISP South Pacific Scheme and will operate from October 2003, until this date the current scheme in Agreement 5 will apply and be paid in December 2003. Full Time, Part Time and Fixed Term Employees covered by this agreement can participate in the Incentive Scheme.

17.2 Objectives

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

17.3 Application

All participating employees will receive a personal booklet outlining the rules and regulations of the scheme including payment details, statistics and requirements for the incentive payment to be made.

Each participating employee will be assessed for entry by personal appraisal conducted by the line manager. The appraisal will be conducted 6 monthly.

An employee after 6 months of operation can request to cease participation in the scheme.

The appraisal will be developed upon the following criteria; Driver Performance Standards (TRO-08-04-BOC), and will follow the guidelines as detailed in Driver Performance Management (TRO-08-01-BOC), Managing Performance Reviews (TRO-08-02-BOC) and Driver Categories (TRO-08-03-BOC).

The appraisal form will be developed by the Line Manager and delegates prior to April 2004 and will be reviewed after the first six months of operation.

The scheme will not be used as an avenue to address poor performance; this will be done through existing disciplinary processes

18.0 Signatories

This Enterprise Agreement is signed for and on behalf of the employees of BOC LIMITED.

Rick Moon
TWU Delegate, SOC

Date:_____

Robert Berlin
TWU Delegate, Tighes Hill

Date:_____

Raymond Hawkins
TWU Delegate SOC

Date:_____

Tony Sheldon
State Secretary, TWU

Date:_____

Glenn Gorham
BOC Limited

Date:_____

Jill Edwards
BOC Limited

Date:_____

APPENDIX 1

Redundancy

- 1.0 Where a decision has been made by BOC 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, the union(s) and the employee(s) affected.
- 2.0 Where the intention of the BOC Ltd is to reduce the number of people performing work of the same kind, the BOC Ltd may call for expressions of interest in voluntary redundancy from employees in the area(s) affected.

Acceptance of volunteers will be at the BOC Ltd's discretion, having regard to the competencies the BOC Ltd wishes to retain. Consultation will occur with the appropriate union(s) prior to the BOC Ltd 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 BOC Ltd will be investigated. These alternatives may include transfer to another position, or transfer to another location within the BOC Ltd.

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 BOC Ltd 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 2001.
- 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 BOC Ltd 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 will apply a policy of no disadvantage between the current redundancy guidelines (point 5.0 above) and those guidelines which applied during the BOC Ltd 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.