

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/222

**TITLE: BOC Gases New South Wales Gassurance Enterprise Agreement
1999**

I.R.C. NO: 99/3806

DATE APPROVED/COMMENCEMENT: 4 August 1999 and commenced first full pay period after
1 June 1999

TERM: Expires 1 July 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Team Members engaged as Sales Service Providers who are
not salaried staff employed on individual contract

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



FILED
OFFICE OF THE INDUSTRIAL
REGISTRAR
18 JUL 1999
SIGNED _____

**NEW SOUTH WALES
GASSURANCE ENTERPRISE AGREEMENT, 1999**

**Registered
Enterprise Agreement
Industrial Registrar**

1. Title

This Enterprise Agreement shall be known as the BOC Gases New South Wales Gassurance Enterprise Agreement, 1999.

2. Arrangement

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2	Arrangement
3	Application of Agreement
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3. Application of Agreement

This Agreement shall apply to Gassurance NSW establishments of BOC Gases in respect of all team members employed therein who are not salaried staff employed on individual contracts.

This Agreement shall interface with the Transport Workers (Mixed Industries) Award 1984 ("the Award") in respect of those team members to whom this Agreement applies and who are covered by that Award, provided that where there is any inconsistency, this Agreement shall apply.

Sales Service Providers (SSPs) will carry out the functions set out in the position description.

4. Parties Bound

This Agreement shall be binding on:

- (a) BOC Gases Australia Limited ("Gassurance");
- (b) All team members engaged as SSPs, whether members of the Union or not, whose employment is, at any time when the Agreement is in operation, subject to this Agreement ("team members");
- (c) Transport Workers' Union of Australia, New South Wales Branch, ("Union").

5. Duration and Renegotiation of Agreement

This Agreement shall operate from the first pay period after 1st June 1999, and shall remain in force until 1st July 2000.

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 normal expiry date of this Agreement, the Agreement will continue to be observed for all team members by the parties, subject to the rights of the parties under the Act.

6. Purpose of the Agreement

Goals

This Agreement will support the establishment of an environment where all team members work together to achieve the business goals of BOC Gases Gassurance, thereby securing positive outcomes for BOC Gases, its team members and its customers.

These goals are:

People

Attract, develop and maintain a diverse team of motivated and talented individuals working in a team environment that fosters high involvement, innovation, respect and the chance to achieve full potential.

Growth & Profitability

Achieve business growth and profitability, which maximises shareholder value.



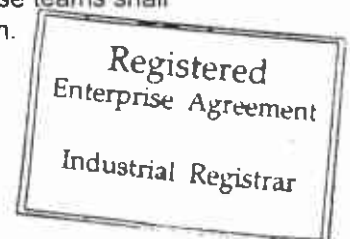
People	Attract, develop and maintain a diverse team of motivated and talented individuals working in a team environment that fosters high involvement, innovation, respect and the chance to achieve full potential.
Growth & Profitability	Achieve business growth and profitability, which maximises shareholder value.
Product & Service Information	Innovate, develop and maintain products and services which lead the market in new directions.
Market Orientation	Provide customer service levels which are the best in the industry.
Resource Utilisation	Create value through effective use of all resources and facilities.
Corporate Responsibility	Demonstrate by our actions a commitment to the health and safety of our team and our customers. Contribute to protection of the environment and the communities in which we live and work.
Process Improvement	Constantly review and improve the way we do things.

The parties are committed to the following principles as the means of achieving these goals:

- (a) Effective communication, consultation and participation in workplace problem solving;
- (b) Providing excellent service to both external and internal customers "on time and in full";
- (c) Achieving continuous improvement of processes, systems and procedures;
- (d) Full co-operative participation in effective performance management and assessment;
- (e) Training and multi-skilling to maximise job satisfaction, employability and BOC Gases business performance;
- (f) Innovative, effective and open workplace relations built on flexibility, trust and mutual respect;
- (g) Safe, healthy and environmental conscious practices throughout Gassurance;
- (h) Acting ethically, responsibly and co-operatively as BOC Gassurance team members with one another, our customers and business associates;
- (i) Developing an achievement orientated work environment where recognition and reward, are based on the individual and team contributions to the Gassurance culture, goals and success.

7. Consultation and Participation

Recognising that Gassurance has the responsibility to initiate business changes, organisational changes and continuous improvement and the right and obligation to manage the business, a consultation process will be initiated comprising Toolbox Meeting Teams. Those teams shall be established at each facility, with an appropriate and balanced representation.



The role of such teams may include:

- (a) Developing improved customer focus;
- (b) Monitoring organisational performance against established targets;
- (c) Identifying general learning needs and making recommendations for the use or development of programs to meet those needs;
- (d) Reviewing productivity and correcting any problems through co-operation and consultation;
- (e) Planning and initiating action to address issues identified in team member opinion surveys or other forums;
- (f) Monitoring unplanned absences and identifying solutions and opportunities for improvement.

8. Information Sharing/Communication

The parties agree to work together to develop and maintain a two-way flow of information and to share the following information:

- (a) Gassurance's strategic direction, key goals, and the role of each team member in achieving the goals set out in this Agreement;
- (b) Gassurance's relative strengths and weaknesses in comparison with our competitors, and best practice;
- (c) Customer's needs and expectations, and the extent to which they are being satisfied;
- (d) Consistent with our goals, channels of communication shall include:
 - Regular team briefings
 - News bulletins
 - Notice boards
 - Orientation and training material
 - Display of performance measures and progress towards achievement
 - Regular review of business performance at each site
 - Informal communication channels

9. Policies and Procedures

A range of matters relating to employment is regulated by BOC Gases policies and procedures which are summarised in the team member's handbook. These policies and procedures are changed from time to time as BOC Gases considers it necessary and appropriate. BOC Gases covers relevant items during orientation and other training for team members.

9.1 Safety Health & Quality Policies

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

Team members are required to acknowledge their responsibility for working in a safe manner and taking reasonable care of their own and others' safety while at work. Team members will co-operate with BOC Gases 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), team members may consult their own medical physician or specialist. However, when required or requested by BOC Gases, team members will consult a BOC Gases nominated medical practitioner in accordance with the prevailing State Act. To maximise the opportunity for injury recovery, return to work programs may ideally be conducted on day shift.

9.3 Protective Clothing

All protective clothing and equipment shall be supplied by BOC Gases and such clothing and equipment shall be worn and or used by team members. Failure to comply will involve the team member in performance counseling. Protective clothing or equipment shall be replaced on a needs basis, when unserviceable.

10. Team Member Duties

The duties of the team member are included in the position description. Duties include the need for all team members to be sufficiently skilled to be able to transfer and/or relieve across all of the various Gassurance markets. Gassurance will provide the training and development to support team members in meeting their duties and to achieve the required flexibility to work in all market segments.

The parties agree that Gassurance has the flexibility to conduct its operations within the full scope offered by this Agreement. Team members shall work as requested performing work as efficiently as possible, limited only by skill, competence and training.

11 Hours of Work

11.1.1 Pools of Hours

The annual salary in clause 12.1.1 provides for an annual pool of 2070 worked hours and 240 hours comprised of public holidays and annual leave provisions. From the commencement of this Agreement a team member's pool of worked hours will not exceed 2070 hours annually assuming annual leave entitlement is fully taken up.

A call out allowance as set out in clause 12.1.2 provides for a separate annual pool of 96 worked call out hours. From the commencement of this Agreement, the pool of call out hours will not exceed 96 hours annually. Team members can expect to be on call about four weeks per year. Call out hours may also be allocated to learning events on weekends. Each call out event will contribute a minimum 4 hours towards this pool of hours.

For new team members, the requirement to work the allocated pools of hours annually shall be calculated on a pro rata basis.

An unplanned absence day shall contribute 9 hours towards the pool of hours, annual leave and public holidays days shall contribute 8 hours to the annual pool of hours and a day taken as time off in lieu shall contribute zero hours towards the pool of worked hours. Any hours worked and paid for as Special Events as set out in Clause 12.4 will not be included in any pool of hours.

11.1.2 Rosters

Gassurance business is diverse in terms of the number of market segments, customers served and the delivery vehicles operated. Recognising this, it is apparent that our goals, particularly growth, profitability, market orientation and resource utilisation may be better achieved by developing runs which optimise this opportunity. A run is defined as a consistent workload planned in advance to a set of customers on a specific vehicle and day. A roster of team members will be maintained in advance to service the runs. Each run will be designated as part of a five (5) day week or four (4) day week and team members can expect to be rostered to either. Team members can elect to nominate their preferred market segment and run. The runs will be rostered accordingly and, all things being equal, seniority must apply.

In the case of runs which are part of a five (5) day week, the actual number of hours worked on any one day may vary in excess of or less than 9 hours and will be determined by operational and customer requirements. Team members may be required to be available to work a reasonable number of additional hours on any day Monday to Friday which may be necessary to service the customers of absent team members, to complete jobs and for learning. The annual salary set out in Clause 12.1.1 below provides for team members to work an average of 45 hours per week or an average 9 hours per day, for five (5) day runs for (Monday to Friday) day work exclusive of unpaid meal breaks. The salary comprehends flexibility in the length of any working day Monday to Friday. Should any hours be worked in excess of 45 hours each week, this time will be accrued as time off in lieu.

In the case of runs which are part of a four (4) day week, team members will be scheduled to work four days averaging 11.25 hours for (Monday to Friday) day work exclusive of unpaid meal breaks. Team members may be required to be available to work a reasonable number of additional hours on any day Monday to Friday which may be necessary to service the customers of absent team members, to complete jobs and for learning. The annual salary set out in Clause 12.1.1 below provides for team members to work an average of 45 hours per week or an average 11.25 hours per day, for four (4) day runs for (Monday to Friday) day work exclusive of unpaid meal breaks. There may be occasions where the actual number of hours worked on any one day may vary in excess of or less than 11.25 hours and this will be determined by operational and customer requirements. Should any hours be worked in excess of 45 hours each week this time will be accrued as time off in lieu.

In the event that delivery scheduling on a particular day is light, a team member is responsible to arrange their day to provide time for Gassurance value adding activities including customer training, sales calls to potential customers and account management so that the average of working and learning days remains as close as possible to 9 hours per day for 5 day runs or 11.25 hours per day for 4 day runs.

11.1.3 Management and Review of Pools of Hours and Rosters

In order to ensure that the pools of hours are not exceeded, Gassurance will:

- (a) Set up and maintain a robust system of recording and tracking hours worked;
- (b) Set up and maintain a "crew plan" indicating the market segment or run to which each team member will be scheduled;
- (c) Provide weekly up to date outputs of hours worked to each team member;
- (d) Retain hand written daily team member activity records for at least 24 months;
- (e) Schedule Time off in Lieu in accordance with Clause 11.5;



To ensure runs are determined and scheduled, Gassurance will:

- (f) Maintain a month in advance a roster of team members designated to runs;
- (g) Keep monthly changes to the roster to a minimum;
- (h) Consult with the Toolbox Meeting regarding the application of four (4) day weeks;

In addition to the above the Toolbox Meeting will:

- (i) Review hours worked and manning levels at least on a 3-monthly basis
- (j) Initiate corrective action where required.

11.1.4 Span of Working Hours

Excluding call out, actual start and finish times for day work will be between the hours of 0500 and 1800.

11.2 On-Call Roster

Team members will be rostered to be on-call to respond to customer requirements after 4:00PM Monday to Friday and all hours on weekends and public holidays. All team members must participate equally in the on-call roster. When mutually agreed between affected team members and Gassurance, on-call may be swapped between team members.

Any customer call or order received before 4:00PM Monday to Friday will be addressed by the team member responsible for servicing that customer base and will not default to the on-call team member; ie all team members are required to be contactable up to 4:00PM Monday to Friday and may have to extend their hours of work beyond 4:00PM to service any call received up to 4:00PM Monday to Friday which requires same day service.

The team member who is on call will do all call outs unless mutually agreed between individual team members and Gassurance. Any arrangement to share call outs between team members will be reviewed and may be changed if the consumption of annualised allocated call out hours is excessive for particular team members when actual call out hours are reviewed.

11.3 Shift Arrangements

During the period of this Agreement if customer needs change, shifts may be rostered after discussion between the team members and Gassurance on how best to service customer needs within a shift structure. The allocation of shift workers to the on call roster will be resolved before implementation. Unless circumstances are beyond the control of Gassurance, 7 days notice of change of shift patterns will be given. Shift Allowances are as per Appendix 1 (lines 87 and 100).

11.4 Learning Hours

Learning hours will be scheduled where practical during Monday to Friday day work hours.

From time to time it will be necessary to run training out of Monday to Friday day work hours, for example on weekends. As a guide, up to four weekend days of 8 hours may be needed each year, although this will vary for individual team members depending upon their level of training. Learning hours on weekends will be considered as call out hours.

11.5 Time Off In Lieu

Time off in lieu is accrued when the hours worked in a week exceeds 45 hours. A maximum of two (2) time off in lieu days may be accrued each month. Should this cap be exceeded then the excess shall be credited in the following month to annual leave entitlements.

To ensure time off in lieu works to the satisfaction of both Gassurance and the team members the following will apply:

- (a) Team members may indicate their preferred day or days to take time off in lieu notwithstanding customer and operational requirements;
- (b) Team members may accrue and take time off in lieu in single days or blocks of days notwithstanding customer and operational requirements;
- (c) A maximum of two (2) team members can take time off in lieu at the same time;
- (d) Given that rosters are planned one month in advance, one month of notice is required for team members requesting time off in lieu or by mutual arrangement between the team member and Gassurance;
- (e) The allocation of time off in lieu will be scheduled equally to team members;
- (f) A planning board showing who has taken and who is intending to take time off in lieu will be prominently displayed;

12 Remuneration

12.1 Full Time Team Members

The remuneration to be paid to full time team members is comprised of the following four components:

12.1.1 Salary

The annual salary, as set out in Appendix 1 (Line 35), will be paid monthly by EFT into the team member's nominated bank account. This salary is inclusive of all the Award allowances and penalty rates (eg. overtime rates including the requirement to take time off in lieu, annual leave loading, rostered days off, meal allowances, kilometre allowances, Union's picnic day etc.) The salary will be the base upon which superannuation contributions and paid absences (eg. Annual Leave, Sick Leave, Long Service Leave etc.) will be calculated. A notional salary build-up is shown in Appendix 1. If at the expiration of this Agreement, the annual salary is replaced by a remuneration structure of ordinary hours plus overtime, the hourly rate shall be as set out in Appendix 1 (Line 1).

12.1.2 Call Out Allowance

The annual call-out allowance, as set out in Appendix 1 (Line 53), will be paid monthly by EFT into the team member's nominated bank account. This allowance is in recognition of the need for team members to return to work to meet customer needs after normal working hours including Saturday, Sunday and public holidays. A notional build-up of the call out allowance is shown in Appendix 1 (Lines 37 to 53).

12.1.3 On Call Allowance

The on-call allowance, as set out in Appendix 1 (Line 62) will be paid to team members for days when rostered on call. An additional on-call payment, as set out in Appendix 1 (Line 75) will be paid to team members rostered on call on public holidays.

12.1.4 Performance Incentive

The detail of the Performance Incentive Scheme will be agreed between the parties having regard to current payments as set out in Appendix 1 (Lines 70 and 71)

12.2 Part Time Team Members

Team members who are employed as part time Sales Service Providers (SSPs) will be paid an all inclusive salary on a pro rata basis for the hours worked. The parties agree that should part time team members be required during the life of the Agreement, the matter will be discussed.

12.3 Casual Team Members

Agency contract staff or casual Gassurance team members will be used from time to time. The payment for casual team members will be based on the hourly rate as set out in Appendix 1 (Line 1). An additional 15% casual loading and 8.33% loading in respect of annual leave for ordinary hours worked Monday to Friday will apply. Award penalty rates will be applied directly to the rate for all hours worked in excess of 8 ordinary hours on weekdays, and for hours worked on shift, weekends or public holidays.

12.4 Special Events

There will be operational requirements outside of normal working hours. These requirements will be met either by:

- (a) Team members who are not on call will receive a payment as set out in Appendix 1 (Lines 79 and 81) for any hours worked up to 4 hours (which may include more than one job) or they will receive a payment as set out in Appendix 1 (Lines 80 and 82) for any hours worked between 4 and 8 hours (which may include more than one job) or;
- (b) Casual team members (paid as per clause 12.3) or;
- (c) An agreement between the parties on an alternative arrangement which may include shiftwork.

13 Uninterrupted Service to our Customers

All parties commit to resolving issues in accordance with the following procedure and continue providing service to our customers without interruption or delay.

Procedure:

- (a) Grievances or disputes are to be discussed promptly between team members and their immediate Manager with every attempt to identify issues and find solutions;
- (b) If matters cannot be resolved, the National Gassurance Manager may be involved. At any stage of this process, team members may elect to have a nominated representative involved, which may be the accredited Union representative;
- (c) In the event of no Agreement, a mutually agreed mediator may be utilised to assist in achieving a resolution;
- (d) In the event of no resolution utilising the mediator, the parties will refer the dispute to the NSW Industrial Relations Commission for final resolution. The parties will accept the determination of the Commission.

14 Workplace Change

The parties agree that Gassurance needs the flexibility to conduct its operations within the full scope of this Agreement to remain competitive. Working arrangements will through the term of this Agreement meet customer service and operational requirements and will be varied as necessary during the Agreement term to meet those objectives. Workplace change will be addressed through the Toolbox Meeting Teams.

15 Union Access

A nominated representative or official of the Union is entitled to enter the site to interview and consult with team members, without unreasonably interfering with Gassurance business. It is expected that the Union official will:

- (a) Give adequate notice to the Manager so that any meeting arranged can be scheduled to minimise disruption to customer service;
- (b) Inform the Manager concerned upon arrival at the site;
- (c) Comply with all site security and safety requirements.

16 No Net Detriment

In keeping with the requirements of Section 35 of the New South Wales Industrial Relations Act 1996, this Agreement provides no net detriment to team members covered by this Agreement when compared with the aggregate package of conditions of employment under the Award that would otherwise apply to team members. The reference classification at present for team members under the Award is Transport Worker Grade 4.

17 No Extra Claims

The Union undertakes that during the period of operation of this Agreement, any increases in the Award granted will be absorbed except for those provided under the terms of this Agreement.

18 No Duress

No party has entered into this Agreement under duress.

19 Signatories

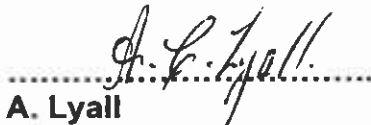
THIS ENTERPRISE AGREEMENT IS SIGNED FOR AND ON BEHALF OF
BOC GASES AUSTRALIA LIMITED
AND THE TRANSPORT WORKERS UNION OF AUSTRALIA, NEW SOUTH
WALES BRANCH



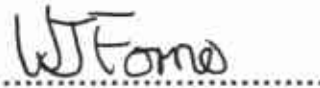
A. Fitzpatrick
Gassurance TEAM MEMBER &
TWU Delegate



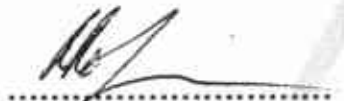
M. Henderson
Gassurance TEAM MEMBER &
TWU Delegate



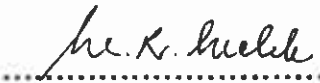
A. Lyall
TWU, NSW Assistant
State Secretary



W. Forno
Official, TWU NSW



R. Roper
Manager, Gassurance



W. Webb
HR Relationship Manager

NOTIONAL SALARY BUILDUP			
Line			
1	Hourly Rate (Base)	Input	\$15.07
2	Hourly Rate (Actual)		\$18.42
3			
4	1. Annual Salary		
5			
6	<i>1.1 Normal Time Hours</i>		
7	Weeks Per Year Paid	Input	52
8	Days Per Week Worked	Input	4
9	Hours Per Day At Normal Time	Input	8
10	Normal Time Dollars		\$25,083
11			
12	<i>1.2 Over Time Hours</i>		
13	Weeks Per Year Paid	Input	46
14	Hours Per Day At Time & A Half	Input	2.00
15	Time & A Half Multiplier		1.50
16	Hours Per Day At Double Time	Input	1.25
17	Double Time Multiplier		2.00
18	All Up Overtime Multiplier		1.69
19	Notional Worked Hours Per Day		11.25
20	Notional Worked Hours Per Week		45.00
21	Over Time Dollars		\$15,255
22			
23	<i>1.3 RDOs</i>		
24	Hours Per RDO	Input	8
25	RDOs Per Annum	Input	12
26	Hourly Rate Multiplier	Input	1.5
27	RDO Dollars		\$2,171
28			
29	<i>1.4 Annual Leave Loading</i>		
30	Percentage Loading	Input	25.0%
31	No Hours Per Annual Leave Day	Input	8
32	No Days Per Annum Annual Leave	Input	20
33	Annual Leave loading Dollars		\$603
34			
35	Total Annual Salary		\$43,112
36			
37	2. Annual Call Out Payment		
38			
39	<i>2.1 Total Required Pool Of Hours</i>		
40	No Call Outs Per Week	Input	6
41	Call Out Weeks Per Year	Input	52
42	Call Out Duration (Hours)	Input	4
43	Total Call Out Hours Per Annum		1248
44			
45	<i>2.2 Call Out Hours Per SSP</i>		
46	No SSPs On Call	Input	13
47	Expected Call Out Hours Per SSP		96
48	Contingency Call Out Hours Per SSP	Input	0
49	Budgeted Call Out Hours Per SSP		96
50			

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