

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/76**

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

**I.R.C. NO:** 00/490

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

**TERM:** 30 September 2002

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 28 April 2000

**DATE TERMINATED:**

**NUMBER OF PAGES:** 55

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

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



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



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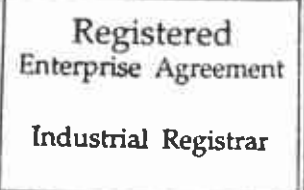
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## **1.0 Scope & Duration**

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



## **2.0 Purpose of Agreement**

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### **2.1 Objectives**

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

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

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

### **2.2 Workplace Change**

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

### **2.3 Enterprise Flexibility Provisions**

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

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

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

#### 2.4. Consultative Committee

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

### 3.0 *Code of Conduct*

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3.1.1 Drivers shall, at all times, observe the safety standards which may be specific to individual customers or sites, and conduct themselves in a manner which projects the image of BOC Gases and not enter into a disagreement with customers or their employees. In the event of a dispute, drivers will refer all instances directly to their Transport Manager.

Company drivers shall always ensure that hoses, hatches, spare tyres, etc., are secure ensuring the safety of themselves, customers and the general public.

Company drivers shall always wear and use company approved Personal Protective equipment and tools as specified in the Company's "Personal Protective Equipment Standards" IM 27 of the IMS (Integrated Management System). A similar commitment is made to specific protective equipment as stipulated by our customers, eg being hard hats and identification vests.

Under no circumstances is any driver or any Transport Manager to agree to exceed the limits of driving time as prescribed in Clause 19 National Driving hours.

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

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

To receive fair treatment and civility from customer employees,

To receive reasonable use of sanitary facilities if necessary,

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

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

#### **4.0 No Extra Claims**

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

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

## 5.0 *Coverage of Additional Workload*

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Additional workload may be covered (in preference) by:

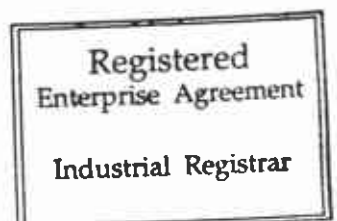
1. Local TAGS Company Fleet and TAGS Company Drivers
2. National TAGS Company Fleet,

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

## 6.0 *Equal Employment Opportunity*

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6.1 BOC Gases is an equal opportunity employer.



## 7.0 *Counselling & Corrective Action*

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

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

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

This includes the situation stated in 7.5.

## 7.7 Procedure

The procedure is made up of the following steps:

(a) Step 1 - Official Verbal Warning

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

(b) Step 2 - Official First Written Warning

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

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

This step involves the same actions as in step 2.

(d) Step 4 - Termination of Employment

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

## 8.0 *Grievance & Dispute Resolution Procedure*

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

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

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

## **9.0      *Essential Services To Customers***

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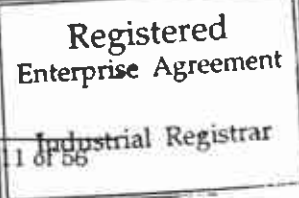
The parties agree that essential services will continue to be serviced at all times. Essential services are defined as including medical customers and maintaining the provision of auxiliary services to medical facilities such as hospitals, health and community services and maintaining emergency supplies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

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

## **10.0    *Payment of wages***

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



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

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

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### **11.1 The Role of the Occupational Health and Safety Committee**

The prime objective of the Health and Safety Committee is to encourage and promote participation by all employees in Occupational Health and Safety issues.

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

Every endeavour will be made within the decision making process to reach consensus within the Committee. All decisions will be preceded by joint consultation. In cases of serious disputes concerning Occupational Health and Safety issues where a consensus resolution is unlikely, or where the company decides not to implement a recommendation of the Committee, the WorkCover Authority may be requested to arbitrate as per legislation. The WorkCover Authority's decision is final and all parties are to abide by that decision.

### **11.2 Work and Task Review - Health and Safety Matters**

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

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

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

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

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

- 11.3.1 If an obvious emergency situation exists due to malfunction, accident or other circumstance, action in accordance with the site Emergency Procedures must be taken.
- 11.3.2 Where no obvious emergency situation exists however, the employee should report the matter immediately to their Supervisor/Superintendent or to any other senior member of the Management Staff and their Health and Safety Representative.
- 11.3.3 The Transport Manager, notified of the matter must conduct a formal investigation of the situation, with the employee and their Health and Safety Representative. If it is felt appropriate the Health and Safety Representative may request that work on the procedure should be interrupted whilst the matter is reported to the chairperson of the OH&S Committee and an extraordinary meeting of the Committee is convened to discuss the matter.
- 11.3.4 If the investigation results in the rectification or clarification of the matter to the satisfaction of the employee and the Health and Safety Representative, work will continue. If work has been interrupted, normal work will commence. If, however, the employee feels that these actions have not resulted in a satisfactory improvement or clarification of the matter, and they feel that they still have reasonable grounds for concern, the employee, the area Health and Safety Representative, the appropriate Trade Union Delegate, the Chairperson of the OH&S Committee and their Management Representative, should collectively notify the Inspectorate from WorkCover Authority that a dispute situation exists.
- 11.3.5 An inspector from the WorkCover Authority should then examine the matter in the presence of the Health and Safety Representative and others involved in the above steps. As is required by the OH&S Act 1983, the inspector will give an order requiring that the employee return to work.
- 11.3.6 If the directions of the Inspector are not considered satisfactory, the matter may be referred to the OH&S Rehabilitation Council for adjudication.

**11.4 Rehabilitation**

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The Company wants to ensure that any employee who incurs a work related injury is provided with the earliest and most suitable treatment to ensure minimisation of the injury and an early return to work.

Programs relating to employees who are unable to conduct their normal full range of duties due to personal injury (both work and non work related), will not be hindered by demarcation or union jurisdiction of any and all unions on site.

Any dispute arising from the rehabilitation process shall be resolved by the nominated Rehabilitation Co-ordinator, liaising with all parties including the appropriate Union Delegates, to ensure the fullest sharing of information in accordance within normal restraints enforced by medical ethics and personal confidentiality.

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

#### 11.5 Personal Injury/Illness Reporting

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

#### 11.6 Medicals

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

#### 11.7 Personal Protective Equipment

11.7.1 The Company will attempt to remove potential job hazards through job redesign. When this is not possible, the Company will provide Personal Protective Equipment (PPE) to prevent injury to employees.

Employees will be supplied and shall wear and/or use at all times as directed appropriate or legislated personal protective apparel and equipment, for the job or task being performed.

The Occupational Health and Safety Committee will be the body for reviewing and recommending PPE standards based on inputs from task analysis, users of PPE and Australian and/or BOC Gases standards. The relevant manager will then issue the revised PPE standards. However, in the event of a disagreement concerning the requirement for, or suitability of PPE, these matters will be referred to the WorkCover Authority whose decision will be final.

#### 11.7.2 Standards of PPE use:

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

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

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

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

#### 11.7.3 Company's Commitment to Maintenance

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

### 12.0 Probation

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

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### **13.0 Superannuation**

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

### **14.0 Competency Based Classification Structure**

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

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

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

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

- (b) Appropriate consultation will occur prior to and during/transition implementation of such standards within the company.
- (c) Competencies acquired through the company will be characterised by:
- Accreditation which is equally valid in all parts of BOC Gases Australia Ltd.
  - Recognition for applicable competencies achieved (where course is accredited) and formal credits towards further education and training.
  - Portability for applicable qualifications to other industries/companies.
- (d) A driver will only be paid the level for which he is classified. Where a driver temporarily moves to a higher

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

The temporary period will be deemed 3 months continuous operation

## **15.0 Training and Development**

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

All such management approved learning development will be directed towards:

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

## **16.0 Union Access**

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

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

## **17.0 Uniforms**

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A committee has been formed to determine a uniform guideline.

## **18.0 Shift Arrangements**

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

## **19.0 National Driving Hours**

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

The standards are defined in Appendix C.

## **20.0 Wage Structures**

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

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

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

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

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

Scenario 1: Doctor's certificate provided

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CHR x 8 hours

Scenario 2: No doctor's certificate provided

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

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

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

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

The structure will provide for wage increases of

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

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

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

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

## **21.0 Security of Employment, Redeployment and Redundancy**

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

## **22.0 Trade Union Training**

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

## **23.0 Union Payroll Deductions**

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The company will make necessary provisions for all TWU members to make Union subscription by way of payroll deduction. Such deductions will only be made after a personal authorisation of the employee concerned.

## **24.0 Maintenance**

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

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

## **25.0 National Vehicle Specification Input (On Board Computers, Sites and Vessels, Standard CO<sub>2</sub> Couplings)**

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In order to take into consideration practical issues associated with siting vessels at customer's works, the use of on-board computers, and adoption of standard CO<sub>2</sub> couplings, Drivers' participation in the formulation of action plans will be sought.

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

## **26.0    Feedback on Operational Performance**

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

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

## **27.0    Seniority**

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

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## Appendix A2: NSW

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

### 1.0 Rail movements - Interstate

All Bulk products for Interstate purposes shall be by Rail.

Explanation:

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

### 2.0 Tanker Loading - Port Kembla

Explanation:

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

#### 2.1 Tanker loading shall operate as follows:

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

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

#### 2.3 In the event of peak demand, volumes being required at short notice on weekends, it may be necessary to request a Distribution Hand to assist in loadings.

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

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

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

### 3.0 Transport and Delivery - Interstate

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The distribution of Bulk products from New South Wales to interstate BOC Gases sites and their customers, will be carried out by means of transportation by rail in ISO/Hoyer containers. The Company shall, as in the past, continue to supplement the use of rail with trailers when peak demand and/or market needs dictate.

#### **4.0 Travelling Routes**

The Company reserves the right to nominate routes for both intra and interstate trips taking into consideration the health and safety of employees, equipment and the public, and the possible hazardous condition of particular roads.

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

#### **5.0 Wage Structure**

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

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

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

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

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

#### **6.0 Rosters**

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

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

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



discussion.

## 7.0 Stop work not specific to BOC Gases

Agreement by employees that only a delegation of employees will attend any stop work meetings called to discuss issues not specific to BOC Gases NSW. Delegates will be paid for attending such meetings.

The delegation will report back to management and members. Any resulting proposed industrial action would be handled according with Clause 8 Dispute Avoidance of this agreement.

## 8.0 : **DISPUTES EXEMPT LIST**

Abbot Australia	Kurnell	N2	Blanketing of pharmaceutical's
Alcan Australia	Kurri-Kurri	N2	Purging of chlorine lines
ANSTO	Menai	N2	Safe operation of atomic reactor
ANSTO	Menai	CO2	Safety operations
ANU	Canberra	N2	Storage of biological specimens & protection from radiation.
AWA Electric Services	Fyshwick	N2	Essential for maintaining tracking capability.
Blood Transfusion	Sydney	N2	Blood plasma storage.
Eastern Nitrogen	Kooragang Island	N2	Blanketing & purging of inflammable products & back-up pneumatic supply
Gosford City Council	Gosford	O2	Water treatment (waste)
HC Extractions	Kurnell	N2	Blanketing & purging of hazardous materials
Hunter Water Board	Newcastle	O2	Water treatment (waste)
Orica	Botany	CO2	Chemical processes
Orica	Matrville	N2	Blanketing & purging of hazardous materials
Orica	Rhodes	N2	Blanketing & purging of hazardous materials
Orica	Villawood	N2	Blanketing & purging of hazardous materials

Metropolitan Waste Disposal	Lidcombe	N2	Blanketing & purging chemicals
Shell	Granville	O2	Waste Water Treatment
Shell Refinery	Granville	N2	Blanketing & purging of hazardous materials
Sydney Water Board	Sydney	O2	Water treatment (waste)
University of Newcastle	Newcastle	N2	Research storage
University of NSW	Sydney	N2	Research storage
University of Sydney	Sydney	N2	Research storage
Wyeth Pharmaceutical's	Parramatta	N2	Blanketing of Infant formulas

**All Hospitals**

**Basis of inclusion: Safety Medical & Research**

<p align="center"><b>Registered Enterprise Agreement</b></p> <p align="center"><b>Industrial Registrar</b></p>
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BULK TRANSPORT SHIFT PATTERN																	
Port Kembla																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Townsend	Armer	Wood	Murphy	Carter	Rozel	Couch	TBA	Surman	McDugal	B Chapman	Nicol	G Chapman	O'Brien	Palmer	Rawson	Collins
Monday	D	OFF	A	A	A	OFF	A	OFF	A	D	OFF	D	OFF	D	OFF	D	OFF
Tuesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D
Friday	D	A	OFF	OFF	A	A	A	A	OFF	OFF	D	OFF	D	OFF	D	OFF	D
Saturday	OFF	AW	OFF	OFF	OFF	AW	OFF	AW	OFF	OFF	DW	OFF	DW	OFF	DW	OFF	DW
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	D	D	OFF	D	OFF	OFF	A	OFF	A	OFF	A	OFF	A	OFF

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Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	
Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A
Friday	OFF	D	D	OFF	OFF	OFF	OFF	OFF	OFF	A	A	A	A	A	A	A	A	A	A	A	OFF	A	OFF	A	
Saturday	OFF	DW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	AW	OFF	AW	AW	
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	
Monday	D	OFF	OFF	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	OFF	OFF	OFF	OFF	OFF	
Tuesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	
Wednesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	
Thursday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	
Friday	OFF	A	A	A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	D	D	OFF	OFF	D	D	
Saturday	OFF	AW	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	DW	OFF	OFF	DW	DW	
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	
Monday	D	OFF	OFF	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	OFF	OFF	OFF	A	OFF	OFF	
Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	
Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	
Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	
Friday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	
Saturday	OFF	DW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	AW	OFF	AW	AW	
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	

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W e e k 5	Monday	D	OFF	OFF	OFF	A	A	OFF	A	A	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	OFF	
	Tuesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D	D	D
	Wednesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D	D	D
	Thursday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D	D	D
	Friday	OFF	A	A	A	OFF	A	A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Saturday	OFF	OFF	AW	AW	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	D	OFF	OFF	OFF	OFF	OFF	D	D	A	A	A	OFF	A	OFF	OFF	A	OFF	OFF	OFF	OFF	OFF	A
W e e k 6	Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
	Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
	Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
	Friday	OFF	OFF	D	D	D	D	D	D	D	OFF	A	A	OFF	A	OFF	A	A	OFF	A	OFF	A	OFF	OFF
	Saturday	OFF	OFF	OFF	OFF	DW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	A	A	A	OFF	OFF	OFF	A	A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	D
W e e k 7	Tuesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D

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Registered Enterprise Agreement  
National Distribution TAGS (Bulk) EBA

Wednesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D
Friday	D	OFF	OFF	A	OFF	A	OFF	A	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF
Saturday	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	D	D	D	OFF	OFF	OFF	OFF	OFF	OFF	OFF	A	A	A	A	A	A	A	A	A	A
Tuesday	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
Wednesday	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
Friday	D	OFF	OFF	OFF	OFF	D	OFF	OFF	OFF	OFF	A	OFF	A	OFF	A	OFF	A	OFF	A	OFF	A
Saturday	DW	OFF	OFF	OFF	OFF	DW	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Tuesday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Friday	D	OFF	A	OFF	A	OFF	A	OFF	A	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D
Saturday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Tuesday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
Friday	D	OFF	A	OFF	A	OFF	A	OFF	A	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D
Saturday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	D	D	D	OFF	OFF	OFF	OFF	OFF	OFF	A	A	A	A	A	A	A	A	A	A	A

W e e k 8

W e e k 9

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Week 10																	
Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A
Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A
Friday	D	OFF	OFF	OFF	D	D	D	D	OFF	A	OFF	A	OFF	A	OFF	A	A
Saturday	OFF	OFF	OFF	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	A	A	A	OFF	OFF	OFF	OFF	A	OFF	OFF	OFF	OFF	OFF	D	D	D
Week 11																	
Tuesday	D	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D
Friday	D	A	OFF	A	OFF	A	OFF	A	OFF	A	OFF	A	OFF	D	OFF	OFF	OFF
Saturday	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	D	D	D	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	A	OFF	OFF	A
Week 12																	
Tuesday	D	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D
Friday	D	A	OFF	A	OFF	A	OFF	A	OFF	A	OFF	A	OFF	D	OFF	OFF	OFF
Saturday	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	D	D	D	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	A	OFF	OFF	A

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<b>2</b>	Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
	Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A
	Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A
	Friday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A
	Saturday	DW	OFF	OFF	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
<b>Week 13</b>	Monday	OFF	A	A	A	OFF	A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	A	D	OFF	D	OFF	D	OFF	D	OFF	D	
	Tuesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
	Wednesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
	Thursday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D
	Friday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Saturday	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
<b>Week 14</b>	Monday	OFF	D	D	D	OFF	D	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	A	A	OFF	A	OFF	A	OFF	A	OFF	A	OFF	
	Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
	Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
	Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A

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Friday	D	OFF	OFF	D	OFF	D	D	OFF	OFF	OFF	A	A	A	A	A	A	OFF	OFF
Saturday	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	OFF	A	A	OFF	A	A	A	OFF	OFF	OFF	D	OFF	OFF	D	D	D	D
Tuesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D
Friday	D	A	A	A	A	A	A	A	A	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Saturday	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	D	OFF	D	D	OFF	OFF	OFF	A	OFF	A	OFF	A	A	A	A
Tuesday	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Wednesday	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Friday	OFF	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Saturday	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	D	OFF	D	D	OFF	OFF	OFF	OFF	D	OFF	A	OFF	A	A	A
Tuesday	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Wednesday	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Friday	OFF	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A
Saturday	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	A	OFF	A	A	OFF	OFF	OFF	A	OFF	A	OFF	A	A	A	A

Week 15

Week 16

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Week 17																	
Tuesday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D
Friday	OFF	A	A	OFF	OFF	A	OFF	OFF	A	OFF	D	D	D	D	D	OFF	D
Saturday	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	DW	DW	DW	DW	OFF	DW
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	D	OFF	D	D	D	OFF	A	OFF	OFF	OFF	OFF	OFF	OFF	A	OFF
Week 18																	
Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A
Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A
Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A
Friday	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF	D	OFF
Saturday	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	DW	DW	DW	DW	OFF	AW
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	A	A	OFF	A	A	OFF	OFF	OFF	OFF	OFF	D	D	OFF	OFF	D	OFF
Week 19																	

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Week 20	Tuesday	D	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D	
	Wednesday	D	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D	D
	Thursday	D	A	A	A	A	A	A	A	D	D	D	D	D	D	D	D	D	D	D	D	D
	Friday	OFF	A	A	OFF	OFF	OFF	OFF	OFF	A	D	OFF	OFF	OFF	OFF	OFF	A	A	OFF	OFF	D	D
	Saturday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	DW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	D	D	D	D	D	D	D	OFF	OFF	OFF	OFF	OFF	OFF	A	A	OFF	OFF	OFF	A	OFF
Week 21	Tuesday	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
	Wednesday	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
	Thursday	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	A	A
	Friday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	,D	D	A	OFF	OFF	OFF	A	OFF	A	OFF	A	OFF	A
	Saturday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	A	A	A	A	A	A	A	OFF	OFF	OFF	OFF	OFF	OFF	A	OFF	D	OFF	OFF	D	OFF
Week 22	Tuesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D
	Wednesday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D
	Thursday	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	D	D

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Friday	D	OFF	A	OFF	A	A	OFF	D	OFF	D	OFF	D	OFF	D
Saturday	OFF	OFF	OFF	OFF	AW	OFF	OFF	DW	OFF	DW	OFF	DW	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	D	OFF	D	OFF	OFF	A	OFF	A	OFF	A	OFF	A	A
Tuesday	D	D	D	D	D	D	A	A	A	A	A	A	A	A
Wednesday	D	D	D	D	D	D	A	A	A	A	A	A	A	A
Thursday	D	D	D	D	D	D	A	A	A	A	A	A	A	A
Friday	OFF	OFF	D	OFF	D	D	OFF	A	OFF	A	OFF	A	A	OFF
Saturday	OFF	OFF	DW	OFF	DW	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	A	OFF	A	OFF	A	OFF	D	OFF	D	OFF	D	OFF	D
Tuesday	D	A	A	A	A	A	D	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	D	D	D	D	D	D	D	D
Friday	D	A	A	A	A	A	OFF	D	OFF	D	OFF	D	OFF	D
Saturday	DW	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	A	OFF	A	OFF	A	OFF	D	OFF	D	OFF	D	OFF	D
Tuesday	D	A	A	A	A	A	D	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	D	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	D	D	D	D	D	D	D	D
Friday	D	A	A	A	A	A	OFF	D	OFF	D	OFF	D	OFF	D
Saturday	DW	OFF	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	D	D	D	OFF	OFF	D	OFF	A	A	OFF	A	OFF	A

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Week 24																
Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A
Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A
Friday	D	OFF	OFF	D	D	D	D	D	OFF	OFF	OFF	OFF	OFF	A	A	A
Saturday	OFF	OFF	DW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	A	A	OFF	A	OFF	A	OFF	A	D	D	OFF	OFF	OFF	OFF	D
Week 25																
Tuesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D
Wednesday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D
Thursday	D	A	A	A	A	A	A	A	A	D	D	D	D	D	D	D
Friday	D	A	OFF	A	OFF	A	OFF	A	OFF	OFF	OFF	D	D	D	D	OFF
Saturday	DW	OFF	OFF	AW	OFF	OFF	OFF	OFF	OFF	OFF	DW	DW	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	D	D	OFF	D	OFF	D	OFF	D	A	OFF	OFF	OFF	A	OFF	A
Week 26																

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6																						Average Number of shifts worked	
Tuesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A
Wednesday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A
Thursday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A
Friday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	A	A	A	A	A
Saturday	DW	OFF	OFF	OFF	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	AW	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
D 3am - 2pm	109	53	53	54	54	53	54	53	53	53	52	52	53	53	53	51	55	54	54	54	54	54	53
A 3pm - 2am	0	57	56	56	~55	55	56	55	55	55	56	55	55	54	57	57	53	54	54	54	54	56	
D 3am - 2pm	8	4	5	5	4	5	5	2	3	4	5	4	4	3	5	5	2	5	3	5	3	5	
W																							
A 3pm - 2am	0	4	2	3	5	3	3	6	4	4	2	4	4	5	3	3	5	4	4	4	5	4	
W																							
OFF	65	64	66	64	64	66	64	68	66	67	67	67	66	67	66	66	67	65	66	65	66	64	
D 11	1199	583	583	594	594	583	594	583	572	572	572	583	583	583	561	605	594	594	594	594	594	583	
A 11	0	627	616	616	605	605	616	583	605	605	616	605	605	594	627	583	594	594	594	594	594	616	
D 11	88	44	55	55	44	55	55	22	33	44	55	44	44	33	55	22	55	55	55	55	33	55	
W																							
A 11	0	44	22	33	55	33	33	66	44	44	22	44	44	55	33	55	44	44	44	44	55	44	

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W	Total hrs / week	49.5	49.9	49.1	49.9	49.1	48.2	48.7	48.7	49.1	48.7	48.7	49.1	48.7	49.5	49.1	49.9
	Total hours worked	1287.	1298.	1276.	1298.	1276.	1254.	1265.	1265.	1276.	1265.	1265.	1276.	1265.	1287.0	1276.	1298.
	Current Base rate (incl 1.5%)	20.94	21.33	20.10	20.10	20.10	20.10	20.10	20.10	20.10	20.10	20.10	20.10	20.10	20.108	20.10	20.10
		52	24	89	89	89	89	89	89	89	89	89	89	89	9	89	89
	Proposed rate incl 3%	21.57	21.97	20.71	20.71	20.71	20.71	20.71	20.71	20.71	20.71	20.71	20.71	20.71	20.712	20.71	20.71
	Day shift	31510	15604	14709	14987	14709	14709	14432	14432	14709	14709	14709	14154	15264	14987.	14987	14709
	Afternoon shift	.2757	.7786	.7956	.3389	.7956	.7956	.2523	.2523	.7956	.7956	.7956	.7090	.8823	3389	.3389	.7956
	Shift allowance	0.000	16782	15542	15264	15264	14709	15264	15542	15264	14987	15819	14709	14987.	14987.	14987	15542
		0	.4977	.4256	.8823	.8823	.7956	.8823	.4256	.8823	.3389	.9689	.7956	3389	3389	.3389	.4256
		0.000	1665.	1542.	1515.	1515.	1460.	1515.	1542.	1515.	1487.	1570.	1460.	1487.5	1487.5	1487.	1542.
		0	7255	6437	6437	0965	0021	0965	6437	0965	5493	1909	0021	493	5493	5493	6437
	Sat shift Day	3624.	1845.	2174.	2174.	1739.	869.9	1739.	2174.	1739.	1304.	2174.	869.9	2174.7	1304.	2174.	2174.
		3505	6792	7797	8238	7797	119	8238	7797	8238	8678	7797	119	797	8678	7797	7797
	Sat shift afternoon	0.000	1933.	911.3	1367.	1822.	2734.	1822.	911.3	1822.	2278.	1367.	2278.	1822.6	2278.	1822.	1822.
		0	5687	363	0044	6725	0088	6725	363	6725	3406	0044	3406	725	3406	6725	6725
	Tea moneys	453.8	453.8	453.8	453.8	453.8	453.8	453.8	453.8	453.8	453.8	453.8	453.8	453.89	453.8	453.8	453.8
		900	900	900	900	900	900	900	900	900	900	900	900	00	900	900	900
	1/2 yearly earnings	35588	38286	35334	36068	35485	34937	35228	35057	35506	35221	35540	35036	35913.	35499	36246	36246
		.5162	.1398	.8709	.0823	.4485	.4040	.6174	.3276	.1607	.7823	.5429	.8225	5694	.3257	.2071	.2071
	Common Hourly rate	27.65	29.49	27.69	27.78	27.80	27.86	27.84	27.71	27.82	27.84	27.85	27.69	27.904	27.82	27.92	27.92
		23	63	19	74	99	08	87	33	61	33	31	71	9	08	47	47

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Note: B-double allowance will be paid at the rate of \$1.007 per hour worked

BULK TRANSPORT SHIFT PATTERN										
		Boan	Herbert	Sullings	Gower	Sullings	Farley	Driver 7	Driver 8	
Week 1	Monday	OFF	A	OFF	D	D	A	D	OFF	
	Tuesday	D	A	D	D	D	A	D	A	
	Wednesday	D	A	D	D	D	A	D	A	
	Thursday	D	A	D	D	D	A	D	A	
	Friday	D	OFF	D	D	OFF	A	OFF	A	
	Saturday	DW	OFF	DW	OFF	OFF	OFF	OFF	AW	
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	
Week 2	Monday	OFF	D	OFF	A	D	D	A	OFF	
	Tuesday	D	D	A	A	D	D	A	D	
	Wednesday	D	D	A	A	D	D	A	D	
	Thursday	D	D	A	A	D	D	A	D	
	Friday	D	D	A	A	OFF	OFF	A	D	
	Saturday	DW	OFF	AW	OFF	OFF	OFF	OFF	DW	
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	
Week 3	Monday	OFF	A	OFF	D	A	D	D	OFF	
	Tuesday	A	A	D	D	A	D	D	D	
	Wednesday	A	A	D	D	A	D	D	D	
	Thursday	A	A	D	D	A	D	D	D	
	Friday	A	OFF	D	OFF	A	OFF	D	D	

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Week 4	Saturday	AW	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	DW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	OFF	OFF	A	OFF	A	OFF	D	D	OFF
	Tuesday	A	D	A	A	A	A	D	D	D	D
	Wednesday	A	D	A	A	A	A	D	D	D	D
	Thursday	A	D	A	A	A	A	D	D	D	D
	Friday	A	D	A	A	A	A	D	D	D	D
Week 5	Saturday	OFF	DW	AW	OFF	OFF	DW	OFF	OFF	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	OFF	OFF	OFF	OFF	OFF	A	A	OFF	A
	Tuesday	D	D	D	D	D	D	A	A	A	A
	Wednesday	D	D	D	D	D	D	A	A	A	A
	Thursday	D	D	D	D	D	D	A	A	A	A
	Friday	OFF	D	D	D	D	D	A	A	OFF	OFF
Week 6	Saturday	OFF	DW	OFF	DW	OFF	DW	OFF	OFF	AW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	A	OFF	D	OFF	D	OFF	OFF	D	OFF	D
	Tuesday	A	A	D	D	D	D	D	D	D	D
	Wednesday	A	A	D	D	D	D	D	D	D	D
	Thursday	A	A	D	D	D	D	D	D	D	D
	Friday	OFF	A	OFF	D	OFF	D	D	D	D	OFF
Week 7	Saturday	OFF	AW	OFF	DW	OFF	DW	OFF	OFF	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	OFF	D	OFF	D	OFF	OFF	OFF	OFF	A
	Tuesday	D	D	D	A	D	A	A	D	A	A
	Wednesday	D	D	D	A	D	A	A	D	A	A
	Thursday	D	D	D	A	D	A	A	D	A	A
	Friday	OFF	D	OFF	D	OFF	D	D	D	A	OFF



	Saturday	OFF	DW	OFF	AW	DW	OFF	OFF	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 8	Monday	D	OFF	A	OFF	OFF	D	D	OFF	D	OFF	D
	Tuesday	D	A	A	D	A	D	D	D	D	D	D
	Wednesday	D	A	A	D	A	D	D	D	D	D	D
	Thursday	D	A	A	D	A	D	D	D	D	D	D
	Friday	D	A	OFF	D	A	A	OFF	D	D	D	OFF
	Saturday	OFF	OFF	OFF	DW	AW	OFF	OFF	DW	DW	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 9	Monday	A	D	D	OFF	OFF	D	D	OFF	D	OFF	A
	Tuesday	A	D	D	D	D	D	D	D	D	A	A
	Wednesday	A	D	D	D	D	D	D	D	D	A	A
	Thursday	A	D	D	D	D	D	D	D	D	A	A
	Friday	OFF	OFF	OFF	D	D	D	D	D	D	A	A
	Saturday	OFF	OFF	OFF	DW	DW	OFF	OFF	DW	AW	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 10	Monday	D	D	A	OFF	OFF	A	A	OFF	A	OFF	D
	Tuesday	D	D	A	A	D	A	A	D	D	D	D
	Wednesday	D	D	A	A	D	A	A	D	D	D	D
	Thursday	D	D	A	A	D	A	A	D	D	D	D
	Friday	OFF	OFF	OFF	A	A	D	A	OFF	D	D	D
	Saturday	OFF	OFF	OFF	DW	DW	OFF	OFF	DW	AW	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 11	Monday	A	A	D	OFF	OFF	D	D	OFF	D	OFF	D
	Tuesday	A	A	D	D	A	A	A	D	D	D	D
	Wednesday	A	A	D	A	A	A	A	D	D	D	D
	Thursday	A	A	D	A	A	A	A	D	D	D	D
	Friday	OFF	OFF	OFF	A	A	D	A	OFF	D	D	D
	Saturday	OFF	OFF	OFF	AW	DW	OFF	OFF	DW	DW	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	A	A	D	OFF	OFF	D	D	OFF	D	OFF	D
	Tuesday	A	A	D	D	A	A	D	D	D	D	D
	Wednesday	A	A	D	D	A	A	D	D	D	D	D

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	Thursday	A	A	D	D	D	A	D	D	D	D
	Friday	A	OFF	D	D	D	A	OFF	OFF	D	OFF
	Saturday	OFF	OFF	OFF	OFF	DW	AW	OFF	OFF	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	D	D	OFF	OFF	OFF	A	OFF	OFF	D
Week 12	Tuesday	D	D	D	A	A	D	A	A	A	D
	Wednesday	D	D	D	A	A	D	A	A	A	D
	Thursday	D	D	D	A	A	D	A	A	A	D
	Friday	D	D	OFF	A	A	D	OFF	OFF	A	OFF
	Saturday	DW	OFF	OFF	OFF	OFF	DW	OFF	OFF	AW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	D	A	D	D	OFF	OFF	D	OFF	A
Week 13	Tuesday	D	D	A	A	D	A	D	D	D	A
	Wednesday	D	D	A	A	D	A	D	D	D	A
	Thursday	D	D	A	A	D	A	D	D	D	A
	Friday	D	OFF	OFF	OFF	OFF	A	D	D	D	A
	Saturday	DW	OFF	OFF	OFF	OFF	AW	OFF	OFF	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	D	A	D	D	OFF	OFF	D	OFF	A
Week 14	Tuesday	D	D	A	A	D	A	D	D	D	A
	Wednesday	D	D	A	A	D	A	D	D	D	A
	Thursday	D	D	A	A	D	A	D	D	D	A
	Friday	D	OFF	OFF	OFF	OFF	A	D	D	D	A
	Saturday	DW	OFF	OFF	OFF	OFF	AW	OFF	OFF	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	A	D	A	A	OFF	OFF	D	OFF	OFF
Week 14	Tuesday	D	A	D	A	A	D	D	D	A	D
	Wednesday	D	A	D	A	A	D	D	D	A	D
	Thursday	D	A	D	A	A	D	D	D	A	D
	Friday	D	A	OFF	OFF	OFF	D	OFF	OFF	A	D
	Saturday	DW	OFF	OFF	OFF	OFF	AW	OFF	OFF	AW	DW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	A	D	A	A	OFF	OFF	D	OFF	OFF

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Week 15	Monday	OFF	D	A	D	D	A	OFF	OFF	OFF	OFF
	Tuesday	A	D	A	D	D	A	D	D	D	D
	Wednesday	A	D	A	D	D	A	D	D	D	D
	Thursday	A	D	A	D	D	A	D	D	D	D
	Friday	A	OFF	A	OFF	OFF	OFF	D	D	D	D
	Saturday	AW	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF	DW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	A	D	A	D	D	OFF	OFF	A	OFF
Week 16	Tuesday	D	A	D	A	D	D	D	A	A	D
	Wednesday	D	A	D	A	D	D	A	A	A	D
	Thursday	D	A	D	A	D	D	A	A	A	D
	Friday	D	A	D	A	OFF	OFF	A	OFF	OFF	D
	Saturday	DW	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF	DW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	D	OFF	A	A	D	OFF	OFF	D	OFF
Week 17	Tuesday	A	D	D	D	A	D	D	D	D	A
	Wednesday	A	D	D	A	A	D	D	D	D	A
	Thursday	A	D	D	A	A	D	D	D	D	A
	Friday	A	D	D	D	OFF	OFF	D	OFF	OFF	A
	Saturday	OFF	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF	AW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	OFF	D	OFF	A	A	D	OFF	OFF	D	OFF
Week 18	Tuesday	A	D	D	D	A	D	D	D	D	A
	Wednesday	A	D	D	A	A	D	D	D	D	A
	Thursday	A	D	D	A	A	D	D	D	D	A
	Friday	A	D	D	D	OFF	OFF	D	OFF	OFF	A
	Saturday	OFF	OFF	DW	OFF	OFF	OFF	DW	OFF	OFF	AW
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	D	OFF	D	D	A	OFF	OFF	A	OFF
	Tuesday	D	D	D	D	D	A	A	A	A	D
	Wednesday	D	D	D	D	D	A	A	A	A	D

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Thursday	D	D	D	D	D	D	D	D	D	D	A	A	D
Friday	OFF	OFF	D	D	D	D	D	D	D	D	OFF	OFF	D
Saturday	OFF	OFF	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	DW
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	A	OFF	OFF	OFF	OFF	OFF	OFF	D	D	OFF	OFF	D	
Tuesday	A	D	A	D	D	D	D	D	D	D	D	D	A
Wednesday	A	D	A	D	D	D	D	D	D	D	D	D	A
Thursday	A	D	A	D	D	D	D	D	D	D	D	D	A
Friday	OFF	D	A	D	D	D	D	OFF	OFF	OFF	D	OFF	A
Saturday	OFF	DW	AW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	A	A	A	A	D	D	OFF	OFF	D	A
Tuesday	D	A	D	A	A	A	A	D	D	D	D	D	A
Wednesday	D	A	D	D	D	D	D	D	D	D	D	D	A
Thursday	D	A	D	D	D	D	D	D	D	D	D	D	A
Friday	D	A	D	D	D	D	D	OFF	OFF	OFF	D	OFF	OFF
Saturday	OFF	AW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	D	D	D	D	A	A	OFF	OFF	A	D
Tuesday	D	D	D	D	D	D	D	A	A	A	A	A	D
Wednesday	D	D	D	D	D	D	D	A	A	A	A	A	D
Thursday	D	D	D	D	D	D	D	A	A	A	A	A	D
Friday	OFF	D	D	D	D	D	D	OFF	OFF	OFF	A	A	OFF
Saturday	OFF	DW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	DW	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	D	OFF	OFF	D	D	D	D	A	A	OFF	OFF	A	D
Tuesday	D	D	D	D	D	D	D	A	A	A	A	A	D
Wednesday	D	D	D	D	D	D	D	A	A	A	A	A	D
Thursday	D	D	D	D	D	D	D	A	A	A	A	A	D
Friday	OFF	D	D	D	D	D	D	OFF	OFF	OFF	A	A	OFF
Saturday	OFF	DW	DW	OFF	OFF	OFF	OFF	OFF	OFF	OFF	AW	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Monday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Tuesday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Wednesday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Thursday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Friday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Saturday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

Week 19

Week 20

Week 21

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Week 22	Monday	A	OFF	OFF	OFF	A	D	OFF	D	D
	Tuesday	A	D	A	A	A	D	D	D	D
	Wednesday	A	D	A	A	A	D	D	D	D
	Thursday	A	D	A	A	A	D	D	D	D
	Friday	A	D	A	A	OFF	D	D	OFF	OFF
	Saturday	OFF	DW	AW	AW	OFF	OFF	DW	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 23	Monday	D	OFF	OFF	OFF	OFF	D	OFF	D	A
	Tuesday	D	A	D	D	D	D	A	D	A
	Wednesday	D	A	D	D	D	D	A	D	A
	Thursday	D	A	D	D	D	D	A	D	A
	Friday	OFF	A	D	D	D	D	A	OFF	OFF
	Saturday	OFF	AW	DW	DW	DW	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 24	Monday	D	OFF	OFF	OFF	OFF	A	D	A	D
	Tuesday	D	D	A	A	D	A	D	A	D
	Wednesday	D	D	A	A	D	A	D	A	D
	Thursday	D	D	A	A	D	A	D	A	D
	Friday	OFF	D	A	A	D	OFF	OFF	A	D
	Saturday	OFF	AW	DW	DW	DW	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 25	Monday	A	OFF	OFF	OFF	OFF	D	D	OFF	A
	Tuesday	A	D	A	A	D	A	D	A	D
	Wednesday	A	D	A	A	D	A	D	A	D
	Thursday	A	D	A	A	D	A	D	A	D
	Friday	OFF	D	A	A	D	OFF	OFF	A	D
	Saturday	OFF	DW	AW	AW	DW	OFF	OFF	OFF	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	A	OFF	OFF	OFF	OFF	D	D	OFF	A
	Tuesday	A	D	D	D	A	D	D	D	A
	Wednesday	A	D	D	D	A	D	D	D	A

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National Distribution TAGS (Bulk) EBA



	Thursday	A	D	D	A	D	D	D	D	A	D	D	A
	Friday	OFF	D	D	A	OFF	OFF	OFF	OFF	A	D	D	A
	Saturday	OFF	DW	OFF	AW	OFF	OFF	OFF	OFF	DW	DW	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	Monday	D	OFF	D	OFF	D	A	A	A	OFF	OFF	OFF	D
	Tuesday	D	A	D	D	A	A	A	A	D	D	D	D
	Wednesday	D	A	D	D	A	A	A	A	D	D	D	D
	Thursday	D	A	D	D	A	A	A	A	D	D	D	D
	Friday	D	A	OFF	D	OFF	A	A	OFF	D	D	D	OFF
	Saturday	OFF	AW	OFF	DW	OFF	OFF	OFF	OFF	DW	DW	DW	OFF
	Sunday	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
D	3am - 2pm	67	67	70	68	67	70	67	66	67	70	66	66
A	3pm - 2am	42	42	38	41	44	40	44	41	44	40	43	43
DW	3am - 2pm	6	8	7	8	4	6	4	7	4	6	6	6
AW	3pm - 2am	2	4	5	3	3	3	3	4	3	3	2	2
OFF		65	61	62	62	64	63	64	64	64	63	64	64
D	11	737	737	770	748	737	770	737	726	737	770	726	726
A	11	462	462	418	451	484	440	484	451	484	440	473	473
DW	11	66	88	77	88	44	66	44	77	44	66	66	66
AW	11	22	44	55	33	33	33	33	44	33	33	22	22
	Total hrs / week	49.5	51.2	50.8	50.8	49.9	50.3	49.9	49.9	50.8	50.3	49.5	49.5
	Total hours worked	1287.0	1331.0	1320.0	1320.0	1298.0	1309.0	1298.0	1298.0	1320.0	1309.0	1287.0	1287.0
	Current Base rate	20.9452	20.10892	20.10892	20.10892	20.10892	20.10892	20.10892	20.10892	20.10892	20.10892	20.10892	20.10892

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<i>(incl 1.5%)</i>	21.5736	20.7122	20.7122	20.7122	20.7122	20.7122	20.7122	20.7122	20.7122
<b>Base rate including 3%</b>									
Day shift	19124.559	18360.972	19183.105	18635.017	18360.972	18086.928	19183.105	18086.928	18086.928
Afternoon shift	11988.53	11509.863	10413.686	11235.819	12057.952	11235.819	10961.774	11783.908	11783.908
Shift allowance	1205.0988	1156.9828	1046.794	1129.4356	1212.0772	1129.4356	1101.8884	1184.53	1184.53
Sat shift Day	2650.4056	3392.777	2968.6799	3392.777	1696.3885	2968.6799	2544.5827	2544.5827	2544.5827
Sat shift afternoon	949.23646	1822.6725	2278.3406	1367.0044	1367.0044	1822.6725	1367.0044	911.33625	911.33625
Tea moneys	453.89	453.89	453.89	453.89	453.89	453.89	453.89	453.89	453.89
1/2 yearly earnings	\$36,371.72	\$36,697.16	\$36,344.50	\$36,213.94	\$35,148.28	\$35,697.42	\$35,612.25	\$34,965.17	\$34,965.17
Common rate	\$28.2609	\$27.5711	\$27.5337	\$27.4348	\$27.0788	\$27.5019	\$27.2057	\$27.1680	\$27.1680
Common rate + 3%									

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## Appendix B: Classification Structure

Three levels for Drivers:

- Driver Articulated Tanker
- Driver B- Double
- Driver Trainer

Articulated tanker driver includes Rigid Tanker driver

Competency Based:

- A new employee will operate under a probationary period of 3 months and be fully trained and certified in agreed core competencies. The Driver will be accompanied by the driver Trainer for the first 3 weeks of service.
- Driver Articulated tanker: Fully trained and flexible in some/all areas of ASU, CO<sub>2</sub>, hydrogen or ISO deliveries to customers, BOC sites (local or interstate) (all competencies). Based at one site but able to move around if necessary.
- Driver B - Double: Trained and utilised for B-Double transport of ASU, CO<sub>2</sub> deliveries to customers and BOC sites local or interstate) (all competencies). Fixed number at each site.
- Driver /Trainer: Working driver utilised for training of new employees and specific skills training for existing employees. Acts in a relief capacity for the Dispatcher when absent from work, e.g. annual leave. Assists in new vessel siting in conjunction with CES and self audits.

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**EXAMPLE OF ACTIVITIES**

Driver Articulated Tanker ASU	Driver Articulated Tanker CO2	Driver Articulated Tanker Hydrogen	Driver Articulated Tanker ISO Movements	Driver B-Double
<b>CORE</b>				
Induction	Induction	Induction	Induction	Induction
Driver Training Anglesea	Driver Training Anglesea	Driver Training Anglesea	Driver Training Anglesea	Driver Training Anglesea
OH&S (including incident Reporting)	OH&S (including incident Reporting)	OH&S (including incident Reporting)	OH&S (including incident Reporting)	OH&S (including incident Reporting)
Emergency Procedures	Emergency Procedures	Emergency Procedures	Emergency Procedures	Emergency Procedures
Manual Handling	Manual Handling	Manual Handling	Manual Handling	Manual Handling
Customer Service	Customer Service	Customer Service	Customer Service	Customer Service
Non-driving Duties	Non-driving Duties	Non-driving Duties	Non-driving Duties	Non-driving Duties
Safety Tags/Permits	Safety Tags/Permits	Safety Tags/Permits	Safety Tags/Permits	Safety Tags/Permits
Communication	Communication	Communication	Communication	Communication
Rollovers and their causes	Rollovers and their causes	Rollovers and their causes	Rollovers and their causes	Rollovers and their causes
Dangerous Goods Transport Requirements	Dangerous Goods Transport Requirements	Dangerous Goods Transport Requirements	Dangerous Goods Transport Requirements	Dangerous Goods Transport Requirements
Customer liaison Process	Customer liaison Process	Customer liaison Process	Customer liaison Process	Customer liaison Process
GOLD scheduling	GOLD scheduling	GOLD scheduling	GOLD scheduling	GOLD scheduling

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Pre Trip Inspection Delivery Documentation	Pre Trip Inspection Delivery Documentation	Pre Trip Inspection Delivery Documentation	Pre Trip Inspection Delivery Documentation	Pre Trip Inspection Delivery Documentation
Pump Operation	Pump Operation	Decant Operation	Pump Operation	Pump Operation

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PRODUCT SPECIFIC				as per product requirements for articulated tanker
Tanker Filling Oxygen, Nitrogen, Argon, Argoshield	Tanker Filling CO2	Hydrogen Trailer Filling	ISO Process description	
Fill Customer Vessels	Fill customers vessels	Ex- protection	ISO Pump operation	
Cryogenic Pump Operation	CO <sub>2</sub> Pump operation	Earthing	Connection of hoses to ISO -Pumps	
Emergency Procedures	Depressurisation issues	Emergency Procedures	Emergency Procedures	Emergency Procedures
	Refrigeration units on tank			Route restrictions
Metering	Metering	Pressure decant	Pressure decant	
Pressure decant	Pressure decant			
Quality Control	Quality Control			
Post trip Paperwork and Inspection	Post trip Paperwork and Inspection	Post trip Paperwork and Inspection	Post trip Paperwork and Inspection	Post trip Paperwork and Inspection

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### Appendix C: Driver's Hours of Service and Fatigue Management

BOC Gases Australia standard provides that a driver of a truck, with a gross vehicle mass greater than 4540 kgs, shall:

- not drive more than 12 hours in any 24 hour period, nor more than 72 hours in any 168 hour (7 day) period
- not work any greater than 13 hours (including driving and rest breaks) in any 24 hour period
- have at least 30 minutes non-driving time in any 5 hour period of driving (which may be taken as one period or two separate periods of 15 minutes)
- have had at least 9 hours of rest with one 6 hour continuous rest period in any 24 hours (rest will be defined as time spent in an approved sleeping berth or time away from activities associated with the truck)
- spend at least one continuous rest period of 24 hours in any 168 hour (7 day) period
- keep records of driving time, non driving time and rest periods

Records may be kept in the form of a Log Book or in an electronic form.

The drivers will be exempt from keeping driving records where a trip is solely within 100 kms from base but the company will be required to keep appropriate records of driving, non driving and rest time.

Supervisors and drivers are to be trained in the requirements of this standard. The hours of service will be actively monitored, identify any violations, determine the cause and corrective action necessary.

Records of duty status will be maintained for all drivers as required by legislation or as laid down by the BOC Gases Australia.

Drivers shall submit their duty status records in a timely manner.

Independent checks, by a responsible individual, on the duty status records shall be carried out on a quarterly basis. Duty status records must be maintained for a minimum of 12 months or as designated by legislation or sound business practice.

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Appendix D

**Redundancy – Severance Pay Guidelines as of March 1997**

The calculation of severance pay is as follows:

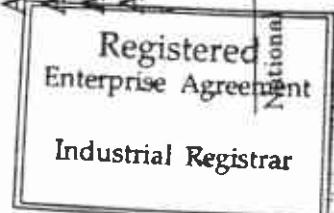
- the payment of 6 weeks pay, plus 3 weeks pay for each completed year of continuous service with pro-rata payment for any additional continuous service of less than a completed year;
- the rate of pay used to calculate this entitlement is the employee's current hourly base rate
- the severance payment will not be more than the equivalent of 52 weeks' base pay

An additional loading will also apply to employees Age 45 or more.

The loading will apply as follows:

## Employee Entitlement

Age 45+	An additional 5% of severance payment calculation
Age 46+	An additional 10% of severance payment calculation
Age 47+	An additional 15% of severance payment calculation
Age 48+	An additional 20% of severance payment calculation
Age 49+	An additional 25% of severance payment calculation



Appendix E

**Redundancy Guidelines – Breakthrough II Program**

In accordance with Clause 21 of this Agreement, in the case of involuntary redundancy the no disadvantage test will be applied between the entitlements under the March 1997 Guidelines (Appendix D ) and the Guidelines provided by the Company for the program known as Breakthrough II.

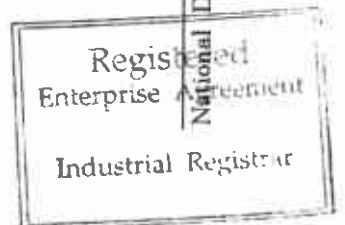
The entitlements under the Breakthrough II Guidelines differed from the March 1997 Guideline entitlements in the following areas.

- **Severance Payment**

*In addition to the period of notice, an employee whose employment is terminated due to redundancy will be entitled to 4 weeks pay, plus 3 weeks pay per year of service or part thereof, with a maximum of 2 years pay.*

- **Long Service Leave**

*An employee whose employment is terminated due to redundancy and who has 5 or more years of service with the company will be entitled to pro-rata long service leave.*



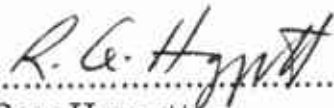
THIS ENTERPRISE AGREEMENT IS SIGNED FOR AND ON BEHALF  
OF  
BOC GASES AUSTRALIA LIMITED  
AND THE TRANSPORT WORKER'S UNION, NEW SOUTH WALES



.....  
Tony Sheldon  
NSW State Secretary  
Transport Worker's Union, NSW



.....  
Don Clode  
Sub Secretary  
TWU, Port Kembla



.....  
Ross Huggett  
General Manager, Distribution AGS



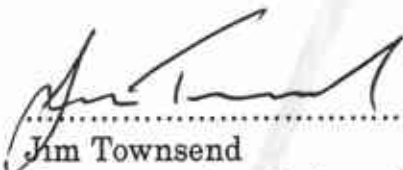
.....  
Barry Love  
Transport Manager, AGS NSW



.....  
David Walshe  
Despatcher, Port Kembla



.....  
Garry Gower  
Representative, Drivers NSW



.....  
Jim Townsend  
Representative, Drivers NSW



.....  
Ron Wood  
Representative, Drivers NSW

