

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/256

TITLE: **BOC Ltd Specialised Delivery Agreement 2005**

I.R.C. NO: IRC5/4517

DATE APPROVED/COMMENCEMENT: 9 September 2005 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/37

GAZETTAL REFERENCE: 7 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all specialised delivery service employees employed by BOC Limited, engaged in the classifications of Sales Service Providers and Team Leaders, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

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

BOC LTD SPECIALISED DELIVERY SERVICES AGREEMENT 2005

1. Title

This Enterprise Agreement will be known as the BOC LTD Specialised Delivery Agreement, 2005.

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3.0. Application of Agreement

This Agreement will apply to Specialised Delivery Service team members specifically in the positions of Sales Service Providers and Specialised Delivery Team Leaders employed in Sydney.

This Agreement will interface with the Transport Industry Mixed Enterprises Interim (State) Award ("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 will apply.

4.0. Parties Bound

This Agreement will be binding on:

BOC LTD;

All team members engaged as Sales Service Providers (SSPs) or Team Leaders, whether members of the Union or not, engaged in classifications set out in the Transport Industry Mixed Enterprises Interim (State) Award ("team members");

Transport Workers' Union of New South Wales ("Union").

5.0. Duration and Renegotiation of Agreement

This Agreement will operate from date of vote for acceptance of the agreement, and will remain in force for a period of 3 years from this date.

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

Should negotiations for a new collective Agreement not be finalised prior to the nominal expiry date of this Agreement, the Agreement will continue to be observed for all team members by the parties, subject to the rights of the parties under the NSW *Industrial Relations Act 1996*.

6.0. Consultation and Participation

Recognising that Specialised Delivery Service 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 used comprising Toolbox Meeting Teams. Such teams will be established 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;
- (f) Monitoring unplanned absences and identifying solutions and opportunities for improvement.

7.0. 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) Specialised Delivery Service's strategic direction, key goals, and the role of each team member in achieving the goals set out in this Agreement;
- (b) Specialised Delivery Service's relative strengths and weaknesses in comparison with our competitors, and best practice;
- (c) Customers' needs and expectations, and the extent to which they are being satisfied;
- (d) Consistent with our goals, channels of communication will include:

- Regular team briefings
- News bulletins
- Notice boards
- Orientation and training material
- Display of performance measures
- Regular review of business performance
- Informal communication channels

8.0. Policies and Procedures

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

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

8.1. Safety Health & Quality Policies

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

Team members have a 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 LTD initiatives to improve safety and follow all required health and safety policies and procedures.

8.2 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 LTD, team members will consult a BOC LTD nominated medical practitioner in accordance with the *Workplace Injury Management and Workers Compensation Act 1998*. To maximise the opportunity for injury recovery, return to work programs may ideally be conducted on day shift.

8.3 Protective Clothing

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

9.0. Team Member Roles and Responsibilities

9.1 Duties

SSPs and Team Leader will carry out the functions as set out in the current position descriptions. Duties include the need for all team members to be sufficiently skilled to be able to transfer and/or relieve across multiple Specialised Delivery Service markets. Specialised Delivery Service will provide the training and development to support team members in meeting their duties and to achieve the required flexibility to work in multiple market segments.

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

The parties agree that Specialised Delivery Service has the flexibility to conduct its operations within the full scope offered by this Agreement. Team members will work as requested within their level of skill, competence and training.

9.2 Work Performance Standards

(a) Safety and Service

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

(b) Scheduling of runs

All runs will be scheduled to a plan using BOC systems, SSPs commit to following the schedule as written, extra drops or removals of drops will not occur unless approval is given by the line manager.

SSPs will feed back errors or issues to constantly improve the schedule. If a change is required to the schedule the SSP will contact the line manager to approve the change. The SSP will manage the territory to improve efficiency of deliveries and improve the scheduled output.

(c) Exceptions to schedule

All parties to the Agreement are committed to minimising daily additional payment claims for exceptional items. This will be achieved by close co-operation by all SSP's and the Team Leader.

When an exception has occurred the SSP will contact the Team Leader/Line Manager at the time of the delay. The SSP will complete the daily trip form and itemise the delay for approval by the Team Leader.

(d) Debriefs

Daily driver debriefs will be carried out the Team leader with SSP's, the purpose of the debrief is to review activities carried out by the SSP and review trips and schedules for improvements safety, service to the market and operational efficiency.

9.3 Team member Development Process

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

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

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

Training will be directed towards achieving a competent workforce receptive to technological and operational change. Training is based on achieving and meeting required competency standards, selection for positions is based on the SSP's skills, competencies and experience. Team members commit to using available hours to meet training requirements.

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

- (b) Team members commit to a 6 monthly appraisal developed upon Driver Performance Standards (TRO-08-04-BOC), the appraisal will follow the guidelines as detailed in Driver Performance Management (TRO-08-01-BOC), Managing Performance Reviews (TRO-08-02-BOC) and Driver Categories (TRO-08-03-BOC).

The intent of the performance appraisal process is to put in place a process where BOC LTD - and SSP's can identify development opportunities against clear performance goals. The process will include establishing standards of performance, measuring and recording performance, performance review and then establishing a development and improvement plan based on performance.

10.0. Hours of Work

10.1 Rostered Hours

The Specialised Delivery Service operation is diverse in terms of market segments, customers and delivery vehicles. Recognising this, the goals of Specialised Delivery Service, particularly safety, growth, profitability, market orientation and resource utilisation are more likely to be achieved by developing an optimal set of runs. 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.

Generally, each run will be designated as part of a five (5) day or four (4) day week, team members can expect to be rostered to either. Team members can elect to nominate their preferred market segment and run. However runs will be allocated in accordance with business need and the skills, competencies and experience of team members.

In the case of runs which are part of a five (5) day week (9 hour worked days), team members will be rostered to work five days averaging 45 hours per week on an annual basis, exclusive of unpaid meal breaks.

In the case of runs which are part of a four (4) day week, (11.25 hour worked days) team members will be rostered to work four days averaging 45 hours per week on an annual basis, exclusive of unpaid meal breaks. The Team Leader position is based on a roster with an average of 48 hours per week .

The average number of hours worked by team members shall be monitored and adjusted in line with the companies Occupational Health and Safety obligations.

SSP's will comply with Road Transport Regulations with regard to worked hours and rest breaks. As such the unpaid meal break is the rest break when working a 9 worked hour day (5 day week) and also the 11.25 worked hour day (4 day week), in addition an SSP rostered a 4 day week will take an additional paid 30 minute rest break as required under the regulations. These are detailed in the Heavy Vehicle Drivers Handbook latest version.

The actual number of hours worked on any one day will vary and will be determined by operational and customer requirements. Team members will 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, to attend meetings or for training. The annual salary set out in Clause 11 provides for team members (excluding the Team Leader) to work an average of 45 hours per week exclusive of unpaid meal breaks. Where an SSP has not worked 45 hours in the given week and training commitments are not met the SSP will use available hours to complete training requirements as specified by the Line Manager.

The salary provides for flexibility in the length of any working day (Monday to Friday) and provides for either four (4) day or five (5) day working weeks. Other hours of work variations or different shift patterns are detailed in Clauses 10.2, 10.3 and 10.4 and payments detailed in Appendix One.

Team members are responsible for managing their territory and run and are required to complete the allocated work within the rostered hours. Should there be exceptions the team member must liaise with the Team Leader and other team members to ensure that the work is completed. Team members rostered on call will commence this duty at 5pm on normal work days.

Recognising the seasonal nature of some markets serviced by Specialised Delivery Service, it is understood that some runs will be subject to heavier than usual workloads during their busy seasons, balanced by lighter workloads during their low seasons.

10.2 Span of Working Hours

Excluding call out, the following spans of hours apply:

Day work is defined as any shift the rostered hours of which start at or after 5:00AM and finishing at or before 6:00PM

Afternoon/Night Shift: - hours in line with the award.

30 minute paid meal break.
shift loading.-as per award

10.3 Rosters

10.3.1 Six and Seven day Roster

Implementation of a Six and Seven day roster will occur after consultation and agreement between the parties. However, any team members who commenced service after 1st July 2003 will be required to work Six and Seven day rosters.

A SSP may be rostered to work either a Tuesday to Saturday Roster or Sunday to Thursday roster as part of a normal week. A Loading will be paid as per appendix one for each roster completed, each Saturday or Sunday will be treated as a normal day, shift rates will apply when appropriate.

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

10.3.2 Weekend 4 day Roster

Implementation of a Wednesday to Saturday and Sunday to Wednesday 4 day roster will occur after consultation and agreement between the parties.

The SSP will work either a Wednesday to Saturday roster or Sunday to Wednesday roster as part of a normal week, the 4 day roster will comprise of 4 days of 11.25 Hours duration. A loading will be paid for each roster completed as per the rates specified in Appendix One. All new employees who commenced service after 1st July 2005 will be required if requested to work this roster.

SSP's will be given advance notice of the need to work a 4 day roster. A minimum of 7 days notice will be given

The SSP must complete an extra form to claim the payment once the roster has been completed.

When rosters are initiated volunteers will be called for, if there are insufficient volunteers then rosters will be allocated to team members by the Line Manager.

Public Holiday - Saturday/Sunday

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

Public Holiday - Monday/Friday

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

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

10.4 On-Call Arrangements

In order to satisfy essential operational or customer service requirements, a team member will be required on a rostered on-call basis to attend to unscheduled servicing and/or delivery requirements.

The service covers all market sectors of the Specialised Delivery Service. This includes after hours, weekends and public holidays. Products and Services as required by the customer must be delivered and completed; substituted services are not to be offered to a customer. Failure to make all efforts to adequately supply on call duties when required as requested will result in a review of the team member.

With the exception of new starters, 8 team members will be required to maintain the on-call roster for Specialised Delivery Service. and commit to providing a service that meets the product service offer to meet the customer needs. Training will be provided by Specialised Delivery Service. The requirement for extra team members will be reviewed by BOC during the term of the agreement dependent on servicing needs with regard to product service offers.

SSP's who are not on the roster and volunteer if required to cover staff on the roster will receive a payment "On call daily rate for SSP's not on roster" for each day completed as per Appendix 1.

Team members are expected to arrange their normal work to ensure the need for call outs is minimised in their customer base and it is not expected that the on call SSP carry out overflow work not completed from other shifts.

Team members are to comply with Road Transport regulations with regard to hours worked as detailed in the Heavy Vehicle Drivers Handbook latest version when completing on call duties. Team members who are on call and are allocated a 4 day week must move to a 5 day week when completing their on call duties.

Team members are to complete a callout log sheet for every event (including phone calls) and provide this to the Line Manager /Team Leader detailing hours worked, nature of event and customer details.

Team members on the roster will be paid the salary detailed in Appendix 1.

Note - On a weekly basis an on call person has been allocated 24 hours of on call activity , should an event occur where this is exceeded then the SSP will be able to claim extra hours as detailed in the safety net.

10.5 Shift Arrangements

During the period of this Agreement, further shifts may be rostered after discussion between the team members and Specialised Delivery Service on how best to service customer needs within a shift structure. Unless circumstances are beyond the control of Specialised Delivery Service, seven (7) days notice of change of shift patterns will be given.

A base hourly rate is set out in Appendix 1 upon which any shift allowances will be calculated if so required.

10.6 Safety Net

BOC LTD - will endeavour to schedule work so as an SSP (excluding the Team Leader) will average 45 hours per week worked, as there are environmental factors that can impact this intent the following arrangements will apply:

- (a) A system to record and track hours worked will be maintained by Specialised Delivery Service.
- (b) Handwritten daily team member activity records will be retained for at least two years.
- (c) An up-to-date output of hours worked will be available to each team member.
- (d) When exceptions to the schedule occur the SSP will contact the team leader to make alternative arrangements to service the territory or run, if this cannot occur the SSP can request to work

additional hours on the given day and be paid the an additional hours payment as detailed in Appendix one. Certain criteria will apply when this occurs

The SSP must complete an extras form detailing the exception and provide this to the Team Leader with the daily/weekly timesheet.

The SSP will claim a 1 hour , 2 hour or 3 hour payment; additional hours under 15 minutes will not be paid.The SSP will not manage the run to work over normal hours one day and under on other days in a consistent manner, and/or average less than 45 hours in the week. If this is the case payment will not be made.

When making a claim for payment where the SSP has worked over 45 hours in the week the SSP shall claim on a weekly basis for the actual hours worked on the day of each and any event not for the cumulative total of the additional hours.

The Team Leader has final approval on such payments and will not authorise exceptions where no approval has been given prior to the exception.

- (e) Hours worked by team members can be reviewed by the Toolbox Meeting Team on a three-monthly basis. This meeting will recommend actions to address any anomalies, which may include changes to rosters, runs or manning.
- (f) In the event that a team member averages less than 45 hours per week over a twelve month period, those team members' hours will be considered as having averaged 45 hours per week for the year and he will not be deemed to owe hours to BOC LTD. Any hours worked record will be reset to zero for the next twelve month period.
- (g) Where a team member on a weekly basis has not completed required training commitments and has worked under 45 hours the available hours will be utilised for completing the required training as specified by the Line Manager

10.7 Annual Leave

- (a) 4 weeks (20 working days, pro-rata for part-time employees) annual leave will be available to all employees (other than casuals) upon each completed year of service.
- (b) The timing and length of annual leave will be determined and will take into account individual and operational requirements. Exceptional circumstances will be considered at the time. The line manager will approve annual leave forms. Nothing in this subclause shall operate inconsistently with the provisions of the *Annual Holidays Act 1944*.
- (c) Annual leave will be taken each year.
- (d) Annual leave loading is calculated as part of the salary.

10.8 Sick Leave

Eight days paid sick leave is available each year if an employee is unable to work because he/she is ill. Unused sick leave accumulates, providing a bank of paid leave in case of an extended period of illness or if current sick leave entitlement is exhausted. Sick leave will be paid at 9 hours per day of absence.

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

Notification of Absence

To be eligible for the sick leave payment an employee must notify his/her Line Manager (or in his/her absence the Line Managers Manager) as soon as practicable. Wherever possible this shall occur at least

1 hour prior to the commencement of the shift. Medical certificates must be provided by an employee for sick leave of two rostered working days consecutively or one rostered working day before/after public holiday.

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

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

10.9 Emergency Services

Where an employee is engaged in emergencies and is an active member of either the NSW Rural Fire Service or State Emergency Service and requests leave to attend to such an emergency, discretionary leave may be granted at the Line managers discretion on a case by case basis

11.0. Remuneration

11.1 Full Time Team Members

Remuneration to be paid to full time team members will include on-call allowance if the team member participates in the on-call system as defined in Clause 10.4.

In the event that a team member only participates in the on-call system for part of the roster their entitlement to the allowance will be pro-rated based upon the period to which they were "on call".

11.1.1 Salary

Annual salaries, as set out in Appendix 1, will be paid monthly by EFT into team members' nominated bank accounts. The monthly salary is paid two weeks in advance and two weeks in arrears. The salaries are inclusive of all the Award allowances and penalty rates (eg. overtime rates, call-out hours, annual leave loading, rostered days off, meal allowances, kilometre allowances, Union's picnic day, shift allowance for afternoon on-call coverage etc). The salaries will be the base upon which superannuation contributions and paid absences (eg. Annual Leave, Sick Leave, Long Service Leave etc) will be calculated.

Any additions to the monthly salary is subject to the process outlined in clause 11.3.4.

11.1.2 Salary Adjustment

Salary levels will increase by 3.25% effective from 1 July 2005 provided the Agreement is signed by all parties on or prior to 1 July 2005. The payment will occur after registration of the Agreement with the Industrial Relations Commission of NSW. There will be a further increase of 3.25% from the first pay period on or after 1 July 2006 and a further 3.25% increase from the first pay period on or after 1 July 2007

11.1.3 Meal allowance

As detailed in Clause 10.1 Rostered Hours, SSP's who work hours that require them to take a second rest break as defined in the Heavy Vehicle Drivers Handbook can claim payment for a meal break detailed in Appendix 1 by completing a claim form at the completion of the week.

11.1.4 On-Call Allowance

The on-call allowance, as set out in Appendix 1, will be paid following team members' completion of a week of on-call service and submission of a callout advice form for approval.

An additional on-call payment, as set out in Appendix 1, will be paid to team members rostered on call on public holidays.

11.1.5 First Aid Allowance

A monthly First Aid allowance as set out in Appendix 1 will be paid the team members who hold a current recognised first aid certificate.

11.1.6 Overnight Allowance

Where an SSP is required to stay overnight in the course of their duties travel and accommodation costs will be paid by BOC Ltd. If the SSP chooses to pay for meals and breakfast the rates as defined in Appendix 1 will apply.

11.2 Workers Compensation

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

11.3 Superannuation/ Salary Sacrifice

The Company offers employees choice of funds where required and allowed by legislation. Upon commencement of employment the Company will offer employees the opportunity to join the BOC Superannuation Fund. The Company will make contributions as required into the appropriate fund(s).

The Company will contribute 13% of the eligible employee's salary to the nominated fund(s). Variations to this level may be made by an employee through salary sacrifice. Allowable levels of salary sacrifice are dependant upon legislation. It is advised that employees obtain independent financial advice before lodging salary sacrifice submissions with payroll.

BOC will from time to time review the salary sacrifice options available to employees, in line with tax laws and company policy. Such changes will be read as being applicable to BOC employees under this agreement.

11.3.1 Incentive Scheme

The Incentive scheme

The incentive scheme will be the current version of the BOC LTD South Pacific Scheme . Full Time, Part Time and Fixed Term Team members covered by this agreement will participate in the Incentive Scheme

Objectives

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

Application

All team members will receive a personal booklet outlining the rules and regulations of the scheme including payment details, statistics and requirements for the incentive payment to be made. Each team member will be assessed for entry into the scheme by personal appraisal conducted by the line manager. The appraisal will be conducted 6 monthly and the criteria utilised will be developed from TRO -08-04 Driver Performance Standards.

11.3.2 Part Time Team Members

Team members who are employed as part time Sales Service Providers (SSPs) will be paid a salary in accordance with Appendix 1 of this Agreement, 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.

11.3.3 Casual Team Members

Casual Specialised Delivery Service team members will be used from time to time, when required the Line Manager will discuss with the delegate. The payment for casual team members will be based an hourly rate calculated from a full time SSP annual salary. 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.

11.3.4 Special Events and Exceptions

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

- (a) Team members who are not on call who will receive a payment as set out in Appendix 1 for any hours worked up to 5 hours (which may include more than one job) a payment as set out in Appendix 1 for any hours worked between 5 and 9 hours (which may include more than one job) or;
- (b) Casual team members (paid as per clause 11.3) or;
- (c) An agreement between the parties on an alternative arrangement which may include shiftwork.
- (d) Team members who complete work that is an exception and meet the criteria as detailed under clause 10.6 safety net are able to claim on a daily basis additional hours payments in 1 hour 2 or 3 hour blocks as set out in Appendix 1.

12.0. 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.

Grievance & Dispute Resolution Procedure:

- (a) Grievances or disputes are to be discussed promptly between team members and their Line Manager with every attempt to identify issues and find solutions;
- (b) If matters cannot be resolved, the State or National 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 used to assist in achieving a resolution;
- (d) In the event of no resolution using 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.
- (e) Normal work will continue at the reasonable direction of the employer whilst the matter is resolved

Essential Services and Customers:

It is agreed that certain essential operations (includes but not limited to medical, safety, food/hygiene, environmental, continuous operation processes) and agreed priority customers will continue to be serviced and

supplied during any industrial action, including stoppages resulting from matters outside the direct control of the Company. These customers will be identified by consultation/agreement with the appropriate parties and union delegates.

13.0. Workplace Change

The parties agree that Specialised Delivery Service 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 Toolbox Meeting Teams.

Distribution Support

SSP's will relieve into other distribution sites if required to carry out delivery activities, this will be on a volunteer basis in the first instance. If required other distribution site personnel will relieve into sites covered by this agreement. Where BOC LTD personnel are not available casual staff will be used provided they are trained and competent.

14.0. Redundancy

Where a decision has been made by BOC LTD that a full time or part time position is no longer required to meet business needs and there is a team member in the position, the conditions set out in Appendix 2 will apply.

15.0. 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 Specialised Delivery Service 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.

BOC will continue to agree to reasonable requests for delegates to attend union training on full pay and meet with Team Members, having regard to the impact on customer service and business requirement

16.0. 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.

17.0. 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.

18.0. No Duress

No party has entered into this Agreement under duress.

19.0. Signatories

THIS ENTERPRISE AGREEMENT IS SIGNED FOR AND ON BEHALF OF THE TEAM MEMBERS OF BOC LTD AUSTRALIA

 G Taylor
 Specialised Delivery Service
 Team Member & TWU Delegate

 M Livingstone - Foggo
 Specialised Delivery Service
 Team Member & TWU Delegate

Date: _____

Date: _____

 T. Sheldon
 State Secretary, TWU

 D. Waller
 Organiser, TWU

Date: _____

Date: _____

 G . Gorham
 BOC LTD

 M Quigg
 BOC LTD Date: _____

Date: _____

APPENDIX 1

Job Classifications, Rates of Pay and Allowances

Job classifications and rates of pay for full time team members are as follows:

Title	Salary 01/07/05	Salary 01/07/06	Salary 01/07/07
Entry Level SSP Minimum 2 years *	\$49,584	\$51,196	\$52,859
SSP Level 1(not participating in on-call roster)*	\$53,896	\$55,647	\$57,456
SSP Level 1 (trained and participating in on-call roster) *	\$59,775	\$61,718	\$63,724
SSP Level 2 (not participating in on - call roster)*	\$54,928	\$56,713	\$58,557
SSP Level 2 (Trained and participating in on call roster)	\$60,808	\$62,784	\$64,825
Team Leader*	\$67,425	\$69,617	\$71,879

* see below for explanation

Base Hourly Rates	1/7/05	1/07/06	01/07/07
	\$18.84	\$19.46	\$20.09

Allowances are as follows:

Allowance			
Adjustment date	1/7/05	1/07/06	1/07/07
On Call Allowance (Per Day)	\$56	\$58	\$59
On Call Allowance (Per Day)	\$278	\$287	\$296
Public Holiday Rate			
Special Event Payment (Up To 5 Hours Work)	\$178	\$183	\$189
Special Event Payment (Up To 5 Hours Work) Public Holiday Rate	\$271	\$279	\$288
Special Event Payment (5 To 9 Hours Work)	\$337	\$348	\$359

Special Event Payment (5 To 9 Hours Work) Public Holiday Rate	\$400	\$413	\$426
Additional Hours (Exception) 1 hour	\$28	\$29	\$30
Additional Hours (Exception) 2 hour	\$66	\$68	\$70
Additional Hours (Exception) 3 hour	\$104	\$107	\$110
On call daily rate for SSP's not on roster	\$129	\$133	\$138
Tuesday Saturday Roster (6 day)	\$141	\$146	\$151
Sunday Thursday Roster (7 day)	\$160	\$165	\$171
Wednesday - Saturday Roster (4 day)	\$151	\$156	\$161
Sunday - Wednesday roster (4 day)	\$170	\$175	\$181
Meal allowance for second rest break	\$10.20	\$10.53	\$10.87
First Aid Allowance (monthly)	\$46	\$48	\$49
Afternoon Shift allowance (Weekly)	\$148	\$153	\$158
SSP Level 2 weekly rate for Level 1 SSP who relieves into Level 2	\$22	\$23	\$24
Overnight allowance Away from home - Meal Breakfast	\$36	\$37	\$39
Where an employee is required to remain away from home overnight an overnight meal allowance(applies where employee pays for evening meal and breakfast) will be paid as per the award conditions excludes cost of hotel/motel	\$15	\$16	\$17

Job Classification Structure

Entry Level SSP

A new Starter will commence as Entry level , they will remain at this level typically for 2 years , at 12 months they will be assessed by the line Manager, Team Leader and 2 Trainer/assessors to determine if competent to progress to Level 1 in an earlier timeframe based on skills and competencies achieved. This assessment will determine if further training is required in terms of skills and knowledge.

Entry Level SSP duties will typically include those of a Level 1 SSP however in defined market sectors. The SSP will have completed training over and above IMSS including - Forklift, Dangerous Goods, Defensive Driving,HACCP,GMP

Level 1 SSP

The duties of a Level 1 SSP will be as for an Entry Level and include delivery of cylinders and Oxycare services in these market sectors - Medical, LPG , Refrigerant, Hospitality, as well as medical store and yard work.

SSP level 1 will have completed training and be competent in all aspects of these markets. The SSP will have completed training over and above IMSS including - CUB training, commence Certificate 3 Transport and Distribution and Electrical Testing license.

Level 2 SSP

The duties of a Level 2 SSP be as for a Level 1 and the SSP will be also trained and competent in Cryogenic (Cryospeed Nitrogen and Argon) and Gasmatic delivery . The SSP will work in either market sectors as required.

To be remunerated at Level 2 the SSP will have an assigned run in Cryogenic / Gasmatic and also complete those duties of a Level 1 SSP when required.

The SSP will have completed training as for a SSP Level 1 and ;

Be a qualified trainer / assessor

Completed the necessary practical training to perform Cryogenic or Gasmatic deliveries including learning of the runs.

Notes -

The number of SSP's at Level 2 is determined by business needs (vacancy controlled)

Where and SSP Level 1 relieves for a Level 2 SSP but is not assigned a run fulltime they will only be eligible for payment as a Level 2 at a weekly rate.

Where a Level 2 SSP reverts back to SSP Level 1 duties and no longer has an assigned Cryogenic/ Gasmatic run they will revert to Level 1 SSP remuneration

Team Leader

The duties of a Team Leader is defined in the position description as well as performing an assigned run, the team Leader will have completed the training for and be competent to perform to Level 2 SSP. The Team Leader will also participate in BOC Frontline Management Training. The salary of the Team leader includes additional hours to allow for administration tasks and escalated callout duties.

On Call

Is separately calculated payment based on base rate

APPENDIX 2

Redundancy

- (a) Where a decision has been made by BOC LTD that a full time or part time position is no longer required to meet business needs and there is a team member in the position, discussions will take place between BOC Ltd and the team member affected.
- (b) Where the intention of the Company is to reduce the number of people performing work of the same kind, the Company may call for expressions of interest in voluntary redundancy from team members in the area(s) affected.

Acceptance of volunteers will be at the Company's discretion, having regard to the competencies the Company wishes to retain.

- (c) Before the employment of a team member is terminated as a result of being in a redundant position, alternative employment opportunities for the team member within the Company will be investigated. These alternatives may include transfer to another position, or transfer to another location within the Company.

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

Where the rate of pay for the alternative position is lower than the team member's current rate of pay, the current rate will be maintained until such time as the appropriate rate of pay for the incumbent in the alternative position exceeds his/her current rate of pay.

A team member appointed to an alternative position will be trained to ensure they can fully meet the requirements of the position.

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

- (d) A team member whose employment is to be terminated due to redundancy will receive notice (or payment or forfeiture of payment in lieu of notice) in accordance with the notice of termination clause of The Transport Industry Mixed Enterprises Interim (State) Award 1984.
- (e) In addition to the period of notice, a team member whose employment is terminated due to redundancy will receive the following severance pay:
 - (i) 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;
 - (ii) the rate of pay used to calculate this payment is the team member's rate of pay in the relevant classification in Schedule A;
 - (iii) the payment from (i) above will not be more than the equivalent of 52 weeks pay
 - (iv) An additional loading will also apply to team members age 45 or more.

The loading is as follows:

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

- (f) If the period of when a team member is advised of his/her position being redundant is greater than the period specified in the notice of termination clause of this Agreement / Transport Industry Mixed Enterprises Interim (State) Award 1984, he/she will only receive severance pay if his/her last day of service is during the notice period specified in this Agreement's/the Award's or some other mutually agreeable date.
- (g) A career counselling service will be provided, as deemed appropriate by the Company in the particular circumstances of each case.
- (h) During any period of notice given to a team member whose employment is to be terminated due to redundancy, the team member may take reasonable time off to attend job interviews at times mutually agreed between the team member and his/her line manager.