

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/71**

**TITLE: Linde Gas Pty Ltd Production, Technical Services, and Transport Employees, Yennora Site, Certified Agreement 1999**

**I.R.C. NO: 2000/276**

**DATE APPROVED/COMMENCEMENT: Approved 17 February 2000 and commenced 23 September 1999**

**TERM: 23 September 2002**

**NEW AGREEMENT OR VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 10**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: It applies to all employees at Linde Gas Pty Ltd, who are bound by the terms of the Transport Industry Mixed Enterprise (State) Award**

**PARTIES: Linde Gas Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch**



**LINDE GAS PTY LTD  
TRANSPORT WORKERS UNION OF AUSTRALIA NSW BRANCH  
CERTIFIED AGREEMENT 1999  
28 SEPTEMBER 1999**

**1. TITLE**

This agreement shall be known as the Linde Gas Pty Ltd Production, Technical Services, and Transport Employees, Yennora Site, Certified Agreement 1999.

**2. Arrangement**

This Agreement is arranged as follows:-

**Subject Matter**

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### **3 APPLICATION**

This Agreement shall apply at Linde Gas Pty Ltd Boola Road Yennora, New South Wales, to all employees who are bound by the terms of the Transport Industry Mixed Enterprise (State) Award. Insofar as those provisions relate to the Parties referred to in clause 4 Parties Bound of this agreement.

### **4 PARTIES BOUND**

The Parties to this Agreement are:

- a. LINDE GAS PTY LTD
- b. All employees whether members of the organisation of Employees listed in sub-clause (c) , hereof or not engaged in any of the occupations industries or callings specified in the Transport Industry Mixed Enterprise (State Award).
- c. The Organisation that represents the employees defined in (b) namely the Transport Workers Union of Australia NSW Branch.

### **5 DATE AND PERIOD OF OPERATION**

This agreement shall operate from the beginning of the first pay period to commence on or after the 23 September 1999, and shall remain in force until 23 September 2002.

### **6 RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Metal Engineering and Associated Industries Award 1998, and the Transport Industry Mixed Enterprise (State) Award. Provided that where there is an inconsistency between this agreement and the Awards aforementioned, the Award shall take precedence to the extent of the inconsistency.

It is agreed that the treatment of award conditions in this agreement will be no less favourable, than the conditions that applied to award conditions in previous Enterprise Agreements between the parties. This will apply for the life of this agreement.



## 7 SINGLE BARGAINING UNIT

For the purpose of negotiating this Enterprise Bargaining Agreement, a Single Bargaining Unit has been established.

## 8 REFERENCE TO PREVIOUS AGREEMENTS

The objectives agreed in the previous Agreements between the Parties remain in force in addition to this new Agreement.  
These will be attached to this document.

## 9 OBJECTIVES OF THE AGREEMENT

The objective of this agreement is through Work Place flexibility and application of skills development, to increase productivity, improve efficiency and improve our level of customer service and to achieve a competitive edge. This will be achieved through the following actions in all areas of Production, Technical Services, and Transport.

- \* Continue the commitment of flexibility across all Departments of the Yennora site, within the limits of not being detrimental to the employment or job security of any person.
- \* To ensure significant changes to tasks in existing skills levels, or the introduction of new jobs, are evaluated, measured, and recommended for the appropriate skills level. This will be carried out by a committee comprising members of the EB committee and the National Operations Manager or Technical Manager.
- \* The Redundancy Agreement, covering Yennora Site employees, agreed in 1998, is incorporated in this agreement, as Annexure 'A'.
- \* The company reserves the right to pursue a common system regarding the 38 hour week.
- \* Income Protection Insurance, will be improved from the current level, as described in the Linde Employee's Superannuation Fund, to match the current scheme described in the "Kanosei", Plan, based on 1% cost. This cost will be borne by Linde Gas Pty Ltd. The insurance review will assess a number of providers, and be in place by 1 July 2000. In the period between now and July 2000, if a claim for Income Protection is made, the person will be no worse off, than if the the "Kanosei", plan was in place.



- \* Should there be a significant increase in the rate of inflation, particularly in regard to the introduction of the GST, leave is reserved to reopen negotiations with the company for additional increase over and above the increases specified in this agreement.
- \* NATA certificate or equivalent certificate, being held by an employee, and being used and of value to the company, are included in personal records, and will be recognised in skills levels.

### **PAYMENT OF RATES**

Based on " signing Off", this agreement, on 28 September 1999 rates of pay will increase on normal hours Weekly Rates by:

- 4% From the first pay period commencing on or after 15 September 1999.
- 4% From the first pay period commencing on or after 23 September 2000.
- 5% From the first pay period commencing on or after 23 September 2001.

### **10 Consultation**

It is agreed that consultation with employees through the Enterprise Bargaining Committee will take place prior to any renewal of this agreement or the beginning of negotiations of a new agreement.

Enterprise Bargaining Committee will be involved to discuss any grievance with training or any other agreement issues, if unable to be resolved with Leader/Manager.

### **11 Avoidance of Industrial Disputes.**

The parties of this agreement shall observe the avoidance of industrial disputes procedure as outlined in the respective industrial awards.

### **12 National Standards**

This agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in National Standards, such as standard hours of work, annual leave, or long service leave.



**13 Not to be used as a Precedent.**

This agreement shall not be used in any manner whatever to obtain similar arrangements or benefits in any other enterprise.

**14 No Extra Claims**

It is a term of this agreement that the Unions and all employees bound by this agreement will not pursue any extra claims. Award or over award, for the life of this agreement.

**15 Monitoring of Agreement**

The parties shall continuously monitor the application of this agreement to ensure the effective implementation of the objectives.




Transport Workers Union of Australia  
NSW Branch

  
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(signature)

DATED THIS *twelfth* DAY OF *December.* 1999

LINDE GAS PTY LTD

  
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(signature)

DATED THIS *TWENTY NINTH* DAY OF *NOVEMBER* 1999



ANNEXURE 'A'

**LINDE GAS PTY LTD**

A.C.N. 001 255 312

CORPORATE



25 August 1998

Mr G Livermore  
President  
The Australian Workers' Union  
P O Box 20  
Granville NSW 2142

Mr Steve Cain  
Official  
Transport Workers Union NSW.  
31 Cowper Street  
Parramatta NSW 2150

Dear Sir

**Re : Linde Gas Pty Ltd - Yennora Site**  
**Federal Metal Industry and Transport Workers (NSW Branch)**  
**Redundancy Package**

This is to confirm that the agreement between Linde Gas Pty Ltd, and the Australian Workers' Union and the Transport Workers Union (NSW) of the Redundancy Package, covering Yennora site employees covered by the Federal Metal Industry Award and the Transport Workers Award (NSW), was agreed and accepted on Wednesday 19 August 1998.

This Redundancy Package agreement is effective from 19 August 1998, and will be inserted into the next Yennora site, Production and Transport Enterprise Bargaining Agreement.

Yours Faithfully



D Krupp  
Managing Director

Registered  
Enterprise Agreement  
Industrial Registrar

66 Loftus Road,  
Yennora NSW 2161  
PO Box 51  
Villawood NSW 2163

Corporate Admin Telephone: (02) 9794 2238  
Customer Service Telephone: (02) 9794 2222  
Operations Telephone: (02) 9794 2258

Facsimile: (02) 9794 2265  
Facsimile: (02) 9794 2221



Quality  
Endorsed  
Company  
ISO 9002 1994  
QEC 0509



**LINDE GAS PTY LTD**

A.C.N. 001 255 312

CORPORATE



19 August 1998

**Redundancy Package**

Linde Gas Pty Ltd Yennora Site, Metal Industry Award and Transport Employees.

- 1 Covers all permanent employees.
- 2 The company recognises the merit in calling for volunteers when faced with redundancy, however, it must also ensure its future viability by maintaining an efficient and effective workforce. Where possible, redundancies will therefore be achieved through the calling for volunteers with the company maintaining the right to select those for redundancy.
- 3 Redundancy Notice will be in accordance with the State (NSW) Award provisions.

**Period of continuous service**

**Period of Notice**

Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the above notice employees 45 years of age and over with not less than one years continuous service, shall be entitled to an additional two weeks notice.

- 3a Those employees given notice of redundancy and subsequently die in service, redundancy payments will be made to the deceased estate.

4 **Severance Pay ( Continuous Service including Probation/Casual)**

3 Weeks pay will be made as an upfront payment.  
3 Weeks pay for each completed year of service.  
Pro Rata payment based on completed months of service.



5 Annual Leave The balance of untaken and accrued annual leave will be paid with leave loading.

6 Long Service Leave All retrenched employees with (5) years and greater service will receive pro rata Long Service Leave.

7 Sick Leave The balance of untaken sick leave entitlement will be paid

8 Time off during notice period for job interviews, up to 8 hours per week and on proof of interview

9 This agreement shall not apply in the following circumstances:


- Abandonment of employment
- Resignation for any reason
- Termination of Casual employees
- Normal and Early Retirements for any reason
- Offer of reasonable alternative employment within the company, by agreement.

10 Outplacement assistance will be provided to those employees requesting it.

EG: Assistance with preparation of resume,  
Fork Lift Training with Linde Gas Pty Ltd.

11 Transfer to Alternative duties.  
In the event of proposed redundancy, the company will exercise all normal labour transfer arrangements between departments and sections to minimise the need to retrench.

Signed

  
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Linde Gas Pty Ltd

Date

25.08.98

Signed

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Australian Workers' Union

Registered  
Enterprise Agreement  
Industrial Registrar

Date

Signed

  
-----  
Transport Workers Union (NSW Branch)

Date

25.8.98