REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/71

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

Registered Enterprise Agreement

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

Title		1
Arrangement		2
Application		3
Parties Bound		4
Date and Period of Operation		5
Relationship To Parent Award		6
Single Bargaining Unit	.	7
Reference To Previous Agreements		8
Objectives of Agreement		9
Consultation		10
Avoidance of Industrial Disputes		11
National Standards		12
Not to be Used as a Precedent		13
No Extra Claims		14
Monitoring of Agreement		15

Page 1 of 6

Registered
Enterprise Agreement

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.

Page 2 of 6



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.

Page 3 of 6



- * 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.

Registered Enterprise Agreement

Page 4 of 6

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.

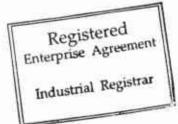
14 No Extra Claims

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.

Page 5 of 6



Transport Workers Union of Australia NSW Branch

(signature)

DATED THIS wellh

DAY OF

1999

LINDE GAS PTY LTD

(signature)

DATED THIS TWENTY NIMH DAY OF NOVEMBER

1999

Page 6 of 6



ANNEYURE '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 Krupk

Managing Director

Registered Enterprise Agreement

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.

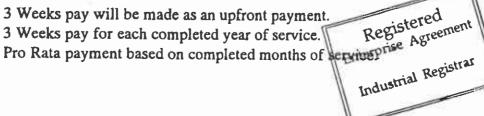
- 1 Covers all permanent employees.
- 2 The company recognises the merit in calling for volunteers when faced with redundancy, however, it must also ensure its future viability by maintaining an efficient and effective workforce. Where possible, redundancies will therefore be achieved through the calling 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	r	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.

Severance Pay (Continuous Service including Probation/Casual)







- 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
- 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.

- Outplacement assistance will be provided to those employees requesting it.
- EG: Assistance with preparation of resume, Fork Lift Training with Linde Gas Pty Ltd.
- 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.

Date 25.08.0	18
Linde Gas Pty Ltd Registered Registered Registered	
Australian Workers' Union Industrial Registrar	
Slow Date 25, 8.98.	