

**ENTERPRISE AGREEMENT**

NO: E.A. 63 /1994

DATE REGISTERED: 9-3-94

PRICE: \$ 18-00

LINDE GAS PTY LTD

ENTERPRISE AGREEMENT 1993

1. TITLE

This Agreement shall be known as the Linde Gas Pty Ltd, Fairfield site, Enterprise Agreement 1993.

2. ARRANGEMENT

The Agreement is arranged as follows:-

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### 3. APPLICATION

This Agreement shall apply at Linde Gas Pty Ltd 74-78 Seville St, Fairfield NSW to all employees who are bound by the terms of the Transport Industry Mixed Enterprise Interim (State) Award 1992, in so far 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 organisations of employees listed in subclause (c) hereof or not engaged in any of the occupations, industries or callings specified in the Transport Industry Mixed Enterprise Interim (State) Award 1992.
- c. The organisations that represent the employees defined in (b), namely:
  - i. Transport Workers Union

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**5. DATE AND PERIOD OF OPERATION**

This agreement shall operate from the beginning of the first pay period to commence on or after the date of Registration of this Agreement and shall remain in force for a period of one year.

**6. RELATIONSHIP TO PARENT AWARD**

This agreement shall be read and interpreted wholly in conjunction with the Transport Industry Mixed Enterprise Interim (State) Award, provided that where there is any inconsistency between this Agreement and the Transport Industry Mixed Enterprise Interim (State) Award, this Agreement, shall take precedence to the extent of the inconsistency.

**7. SINGLE BARGAINING UNIT**

For the purpose of negotiating this Enterprise Agreement, a single bargaining unit has been established.

This agreement has been reached through a consultative approach in good faith, and not under a state of duress.

8. OBJECTIVES OF THE AGREEMENT

8.1 To increase productivity and the level of customer service, in the transport operation, by adopting a flexible approach to working hours, within the scope of award provisions.

a. Transport Workers

(i) Day shift start 7-9am for runs on specific week as planned on Friday for the following weeks deliveries of bulk loads.

Day shift start for cylinder deliveries between 7-9am for runs as planned on previous afternoon.

Benefit of allowing vehicles to be better utilised in normal time as required to meet specific customer delivery times.

(ii) Early morning shift start as defined by the Award in section 42 (i) (a)

(iii) Afternoon shift start of 9-30am to - 3.30pm for runs on specific week days as planned on Friday for the following weeks deliveries of bulk loads.

Benefits as for (i) above.

8.2 To improve productivity within transport operations by agreement to implement the following measures:

- a. Transport Workers
- (i) Bulk deliveries to customers during Nightshift.
  - (ii) Appointed driver to be responsible for emergency call out decisions on actions to meet customer needs within guidelines specified by the management and as agreed by the appointed driver.
  - (iii) Document and implement practices as necessary to satisfy the ongoing development of the Quality System in compliance with AS 3902.
  - (iv) Carry out minor repairs to bulk vessel installations in accordance with documented procedures and training developed for this purpose.
  - (v) Appointed driver to be responsible for Transport Supervisor's Job Description in his absence.
  - (vi) Participate in project productivity improvement exercises and implement the consensus recommendations of those exercises. eg. flowmeters.
  - (vii) Participate in project productivity improvement exercises and implement the consensus recommendations of those exercises. eg. flowmeters
  - (viii) Improve driver and vehicle utilisation by 5% during the period of the agreement as measured by tonnes per man hour for Sydney Metropolitan deliveries.

## 9. WAGES

Wages will be increased as follows:-

- | a. | Wage<br>Group | Classification Table | INCREASE |
|----|---------------|----------------------|----------|
|    | All Grades    | Transport Worker     | 5%       |
- b. The wage increase in subclause (a) hereof shall be payable from this first full pay period to commence on or after the date of certification of this agreement.
- c. The wage increases specified in subclause (a) of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall constitute part of the all purpose rate of pay in respect of employees covered by this Agreement.
- d. The wage increases referred to in subclause (b) of this Clause shall not be absorbed into any overaward payment.
- e. There shall be no further wage increases for the life of the Agreement. However the minimum weekly rate of pay for ordinary hours worked by each classification shall be such that NO employee will receive less in their wage than the minimum prescribed under the award.

**10. AVOIDANCE OF INDUSTRIAL DISPUTES**

The parties to this Agreement shall observe the Avoidance of Industrial Disputes procedure under Clause 48 of the Transport Industry Mixed Enterprise Interim (State) Award 1992.

**11. 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.

**12. MINIMUM CONDITIONS OF EMPLOYMENT**

This Agreement shall not operate so as to cause employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave, sick leave or long service leave.

Minimum conditions specified by this agreement are as follows:

1. The ordinary hours of work shall be between 7.00am and 6.00pm Monday - Friday and shall not exceed 38 hours per week averaged over four (4) weeks.

2. The hourly rate of pay for ordinary hours of employment is

GRADE 5	Div. F (B) (vii)	\$12.94 per hour
and GRADE 7		\$13.36 per hour

which is above the hourly rate specified for there classification under the TRANSPORT INDUSTRY MIXED ENTERPRISE INTERIM (STATE) AWARD, for ordinary hours work.

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**13. RENEWAL OF AGREEMENT**

Discussions will take place no later than two months prior to the expiry of this award to discuss the nature of changes, if any, to any further Agreement.

A review to reconcile any inconsistencies within the terms of the Agreement shall be open to both parties within the first six months of its application.

BY THE COMMISSIONER.

COMMISSION.

Transport Workers Union Of Australia

*Steve Hutchins*

(signature)

DATED THIS 25<sup>th</sup> DAY OF November 1993

Linde Gas PTY. LTD.

*P. E. Coll*

(signature)

DATED THIS SIXTEENTH DAY OF NOVEMBER 1993

*RL*