

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/33

**TITLE: Origin Energy NSW (Non Metropolitan) Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/6579

**DATE APPROVED/COMMENCEMENT:** 23 December 2005 / 6 August 2005

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**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/173.

**GAZETTAL REFERENCE:** 3 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Origin Energy Limited, located at Level 45 Australia Square, 264-278 George St, Sydney NSW 2000, and are engaged at the following locations: Queanbeyan, Tamworth, Moree, Newcastle, Coffs Harbour, Lightning Ridge, Glen Innes, Eden, Inverell, Port Macquarie, Parkes, Wellington and Wagga Wagga, who fall within the coverage of the Transport Industry - Mixed Enterprise Interim (State) Award and the Clerical and Administrative Employees (State) Award.

**PARTIES:** Origin Energy Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Transport Workers' Union of New South Wales

# ORIGIN ENERGY NSW (NON METROPOLITAN) ENTERPRISE AGREEMENT 2005

## • TITLE

This Enterprise Agreement shall be referred to as the Origin Energy NSW (Non Metropolitan) Enterprise Agreement 2005.

## • ARRANGEMENT

1.	TITLE .....	1
2.	ARRANGEMENT .....	1
3.	INTRODUCTION AND BACKGROUND .....	3
4.	PURPOSE.....	3
5.	VALUES.....	3
6.	PARTIES BOUND .....	3
7.	RELATIONSHIP TO RELEVANT PARENT AWARDS .....	3
8.	APPLICATION.....	4
9.	DATE AND PERIOD OF OPERATION.....	4
10.	AIMS AND OBJECTIVES.....	4
11.	DISPUTES RESOLUTION PROCEDURE .....	4
12.	NO FURTHER CLAIMS .....	5
13.	NOT TO BE USED AS A PRECEDENT .....	5
14.	KEY PERFORMANCE INDICATORS (KPI'S).....	5
15.	CONSULTATIVE COMMITTEE .....	6
16.	TERMS AND CONDITIONS OF EMPLOYMENT .....	6
17.	HOURS OF WORK .....	7
18.	REDUNDANCY .....	7
19.	SUITABLE ALTERNATIVE EMPLOYMENT .....	8
20.	EMPLOYEE PERFORMANCE AND DEVELOPMENT ASSESSMENT (EPDA) .....	8
21.	WAGES ADJUSTMENT STRATEGY.....	8
22.	SUPERANNUATION.....	9
23.	PERSONAL LEAVE.....	9
23.1	Carers Leave.....	9
24.	BEREAVEMENT LEAVE.....	9

25.	SERIOUS ILLNESS POLICY & SALARY CONTINUANCE PLAN .....	10
26.	LONG SERVICE LEAVE.....	10
27.	PARENTAL LEAVE.....	10
28.	WAGE INCREASES.....	11
29.	WAGES SCHEDULE .....	13
30.	SALARY SACRIFICE.....	13
31.	WITHOUT DURESS .....	13
32.	UNTAKEN SICK LEAVE BONUS .....	13
33.	EQUAL EMPLOYMENT OPPORTUNITY.....	14
34.	LEGISLATIVE CHANGE AND AWARD CONDITIONS.....	14

## • INTRODUCTION AND BACKGROUND

Origin Energy recognises in conjunction with the Unions named as parties to this agreement, that significant changes in workplace practices are required in order that the Origin Energy Purpose and Values can be achieved.

The Origin Energy Purpose Statement establishes what the Company wants to be and what we have to do to get there. The Values describe how Origin Energy must operate in order to achieve the Purpose.

## • PURPOSE

Origin Energy is focused on energy production and its use in homes and businesses and is committed to:

- Delivering better returns to shareholders than comparable companies through ownership, development and utilisation of energy resources, skills in energy marketing, and the provision of energy related services.
- Delivering better value and service to customers than competitors through accessing competitive sources of energy and providing innovative solutions to their energy needs.
- Attracting and retaining the best team of people by encouraging their development and rewarding success.
- Ensuring the sustainable development of the company through the efficient use of energy resources and minimizing the environmental impact of our operations.

## • VALUES

Origin Energy's actions are guided by the following values:

- We care about the impact of our operations and actions on shareholders, customers, fellow employees, the community and the environment.
- We listen to the needs of others, knowing that an unfulfilled need creates the best opportunities.
- We constantly learn and implement new and better ways of doing business by collecting, analysing and sharing information and ideas effectively.
- We deliver as individuals and a company on the commitments made in all areas of performance.

## • PARTIES BOUND

The parties bound by this agreement are:

Origin Energy Limited (hereafter referred to as "the Company").

The Transport Workers' Union of Australia (NSW Branch) (hereafter referred to as "the TWU").

The NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union - United Services Union (hereafter referred to as "the USU").

## • RELATIONSHIP TO RELEVANT PARENT AWARDS

This Enterprise Agreement shall be read and interpreted wholly in conjunction with the following awards:

- Transport Industry Mixed Enterprise (State) Award
- Clerical and Administrative Employees (State) Award

Provided that where there is any inconsistency between the Enterprise Agreement and the respective awards, this Enterprise Agreement shall take precedence to the extent of the inconsistency.

## • APPLICATION

This Enterprise Agreement shall apply to all employees covered by the above mentioned awards referred to in Clause 7 and employed by the Company at the following locations: Queanbeyan, Tamworth, Moree, Newcastle, Coffs Harbour, Lightning Ridge, Glen Innes, Eden, Inverell, Port Macquarie, Parkes, Wellington and Wagga Wagga.

## • DATE AND PERIOD OF OPERATION

This Enterprise Agreement shall operate from 6 August 2005 to 5 August 2007. The parties agree to review the Agreement three months prior to its expiration.

## • AIMS AND OBJECTIVES

The aim of this agreement is to create an environment where the company operates at a State wide competitive standard by:

- i) Recognising a framework, which provides a flexible and multi-skilled workforce allowing a "team" approach to all activities. The team approach allows any person to perform any task at the workplace provided it is logical, legal and safe. The duties, as described by the relevant job description, will be treated as a minimum task appraisal.
- ii) Recognising that employees have the opportunity to improve and expand their skills through training in a formal and portable way in the context of the organisation's skill needs.

In order to: (1) develop skills relevant to the employee and the Company and (2) provide career opportunities, either internal resources or accredited educational institutions will conduct courses.

In most cases training will be undertaken in normal working hours however, should such training be outside what is determined to be the span of hours, overtime rates will apply.

The Company will continue the practice of paying for skills attained and required to be used and will:

- Recognise a workforce, which embraces continuous improvement.
- Allow the workforce to determine working arrangements to suit the enterprise.
- Encourage a consultative approach to problem solving and decision-making.
- Multi Skill employees to ensure flexibility for management i.e. To train back up staff.
- It is the joint understanding of the parties that customers are the focus of the business and they must be treated with courtesy and respect. The joint focus will be on the current and future business needs of our customers, with the intention of satisfying them with service and innovation at a competitive price.

## • DISPUTES RESOLUTION PROCEDURE

This Disputes Resolution Procedure is to allow all parties a system to discuss and resolve all matters of grievance and dispute.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

Where a dispute arises, the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction; provided that where industrial action is agreed between the parties is as a result of occupational health and safety concerns, this clause shall not apply.

The agreed procedure is as follows:-

- iii) Stage 1: The employee and/or delegate will contact the Supervisor and attempt to settle the matter at that level.
- iv) Stage 2: If the matter is not settled at stage 1, the employee and the delegate will discuss with the Supervisor and his/her Manager and Human Resources Manager, if necessary.
- v) Stage 3: If the matter is not settled at stage 2, the organiser of the appropriate union(s) involved will meet with the Manager and Human Resources Manager, if necessary.
- vi) Stage 4: If the matter is not settled at stage 3, the State Secretary of the appropriate union(s) involved will be advised. If the State Secretary considers it appropriate, additional assistance will be provided in order to settle the matter.
- vii) Stage 5: If stage 4 is unsuccessful, it is agreed that the matter will then be referred to the Industrial Relations Commission of NSW.

#### • NO FURTHER CLAIMS

This Agreement is a comprehensive settlement of all claims concerning the parties engaged under this Agreement. The parties, which are a party to this agreement, will not pursue any change to wages or conditions of employment up to the nominal expiry date of this agreement. Further the parties which are party to this agreement will not take protected industrial action in relation to work performed under this agreement before the nominal expiry date of the agreement.

#### • NOT TO BE USED AS A PRECEDENT

The parties agree that the terms and conditions of this Enterprise Agreement will not be used as a basis to progress a claim against any other business unit or division of Origin Energy.

#### • KEY PERFORMANCE INDICATORS (KPI'S)

A number of KPI's have been established in order to provide for clear and concise measurement of the employee performance. These KPI's are those agreed to and represented as the Employee Performance and Development Assessment, (EPDA).

The KPI's established by the parties and which shall continue during the life of this Enterprise Agreement are attached as Appendix A.

In developing the above-mentioned KPI's the parties have adopted the following criteria:

- viii) They must be RELEVANT to the business unit.
- ix) They must be able to be MEASURED.
- x) They must be ACHIEVABLE.

## • CONSULTATIVE COMMITTEE

Two employees shall be elected at each location to assist their supervisor review the operational efficiency of their work location. The Employees Council will also address issues arising from the introduction of this agreement.

The Employees Council will be called upon to assist in examining workflows, procedures and proposed new equipment. The Employees Council's objectives are to:

- Facilitate teamwork
- Improve service quality to both internal and external customers.
- Improve productivity.

## • TERMS AND CONDITIONS OF EMPLOYMENT

- b) **Full Time Employment** - Except as provided in sub-clause (b) of this clause, employment shall be full time.
- c) An Employee may be engaged on a Part Time, Temporary (Fixed Term Clerical Contracts) or Casual Basis. This does not apply to existing full-time employees unless by mutual agreement.

### **Part - time Employment**

An employee may be engaged by the week to work on a part time basis for a constant number of hours.

The regular nature of the work typically occurs on fixed days and for fixed hours during each week, being at least four hours per day to a maximum of thirty hours in any one week.

Part time employees shall be paid per hour one thirty eighth of the weekly rate prescribed for the classification in which the employee is engaged.

Part-time employees receive the benefits of full time employees but on a pro-rata basis depending on the number of hours contracted to work each week.

All forms of leave including annual leave, sick leave and bereavement leave will be payable to part time employees on a pro-rata basis based on the average hours worked by that employee each week,

Notice of termination conditions of this agreement will apply.

### **Temporary (Fixed Term Clerical Contract) Employment**

Occurs when an employee is engaged for a specific period of time for specific clerical or administration project works to a maximum of twelve (12) months in any one engagement.

The contract duration is nominated and agreed between the parties. Failure to offer an extension of the contract is not considered to be dismissal.

The Temporary/Fixed Term Contract employee will receive benefits of weekly employees in accordance with this agreement. All leave provisions apply on a pro-rata dependent on the length of service.

Each employee employed in any of the categories above is to serve a probationary period of up to three months. However during that time either party is at liberty to terminate the contract by giving one weeks notice.

### **Probationary Employment**

Each employee employed in any of the categories above is to serve a probationary period of up to three months. Upon expiration of the first 3 months of employment, each employee will be advised by management about the ongoing employment subject to that employee's successful completion of the probationary period. However during that time either party is at liberty to terminate the contract by giving one weeks notice.

## **Casual Employment**

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty eighth of the weekly rate prescribed for the classification for which the employee is engaged, plus a loading of 15% to compensate for the absence of sick leave, annual leave, public Holiday plus long service leave provisions. The provisions of the Transport Industry - Mixed Enterprise (State) and Administrative employees (State) Award will apply in regard to minimum payment for casuals. Employment is by the hour and therefore notice of termination is not required. Redundancy provisions do not apply to casual employees. Overtime penalty rates are payable in excess of normal working hours and outside the ordinary span of hours.

### **Termination of Employment:**

Except in circumstances of redundancy, when Clause 16 will apply, termination of employment shall be by the giving of notice or payment in lieu of notice in the case of the company, or by the giving of notice or the forfeiture of monies in the case of an *Employee*. Termination may be by part notice and part payment of forfeiture.

- (i) The following notice periods shall apply:
- With service of less than one year - one week
  - With service of one to three years - two weeks
  - With service of three to five years - three weeks
  - With service of more than five years - four weeks

In the case of an *Employee* over 45 years of age with more than two years of continuous service, the company will give an additional one-week of notice, or payment in lieu.

- (ii) Termination of employment in accordance with provision (i) of this sub-clause shall not be harsh, unjust or unreasonable.
- (iii) Nothing in this sub-clause shall affect the right of the company to dismiss an *Employee* without notice for neglect of duty or misconduct and in such cases, the wage will be paid up to the time of the dismissal only.

### **d) Probationary Period:**

The company may engage an *Employee* on probation for a period not exceeding three (3) months.

## **• HOURS OF WORK**

The parties acknowledge a responsibility to cover the requirements of the business.

At each location hours of work will be determined by the Supervisor in consultation with the employees, having regard to the needs of the business, health and safety issues and any legal requirements.

Day shift shall be worked between 5.00am - 5.00pm Monday to Friday inclusive.

## **• REDUNDANCY**

A redundancy occurs where a position ceases to exist (or where it has been substantially re-defined and the incumbent is clearly unsuitable to fill the re-defined position) and the company does not provide a transfer to another position with similar accountabilities and on terms and conditions no less favourable than previously applying.

In the event that a position becomes redundant and the incumbent employee is not transferred to another role (with similar accountabilities and conditions) then a re-deployment procedure will be triggered and the employee advised accordingly. As part of that procedure, the company will consult with business groups in an attempt to identify potential roles that it is prepared to offer the employee on the basis of a trial period. Such roles might offer different accountabilities or



conditions, but the employee is not obligated to accept the offer of a position that has been identified in this way. Where an employee chooses to accept a position that is of lesser salary, the company will maintain the original salary for a period of six months or to the time of termination if termination occurs earlier than six months. Both parties, within three months, must confirm that a placement of this type is suitable.

In the event that the company cannot identify such an opportunity within a reasonable time (generally a period of time equal to the standard notice period), or that a redeployment placement is not confirmed as suitable within three months (commencing from the date starting in the new role), then the employee will be retrenched.

The retrenchment severance is three weeks salary per year of service, calculated pro-rata in the final year of service, subject to a maximum of 74 weeks' salary, plus Notice. Notice may be either served out or taken as payment in lieu (or a combination), and is extended by one week for employees aged over 45 years with 2 yrs continuous service.

### • SUITABLE ALTERNATIVE EMPLOYMENT

Any change in the employing entity resulting from a restructure, amalgamation, merger or acquisition by all or part of Origin Energy, provided that you continue in or are offered a position on terms and conditions no less favourable than the terms of this Agreement and with continuity of service entitlements, does not constitute a redundancy or termination of your employment.

### EMPLOYEE PERFORMANCE AND DEVELOPMENT ASSESSMENT (EPDA)

A consistent method of appraising employees will be introduced across all of the Company's locations covered by this Enterprise Agreement.

*The EPDA will be linked to wage increases as detailed in Clause 28 of this agreement.*

d) Each Employee shall have regular quarterly individual performance appraisals and potential assessment interviews with his/her Supervisor. When warranted, in cases of poor performance the interval between performance appraisals may be reduced at the Company's discretion.

Matters appraised shall include such things as job performance, commitment to occupational health and safety, attitude, skills application, attendance history, training needs, career path opportunities as well as the employees own career path aspirations, and other concerns of either the Company or the Employee.

The EPDA system shall be used for all classifications in the new Agreement as it incorporates sections for monitoring skill acquisitions/usage and performance against objectives/special challenges.

If an Employee has been raised to a higher grade and cannot maintain that standard, the Employee shall have the opportunity to resume his/her previous role with the appropriate salary reduction. Prior to any Employee returning to a lower grade, he/she shall be counselled in respect to his/her performance and given an opportunity to correct any shortcomings. The Union would be informed and may be requested to provide poor performance remediation suggestions before any ordinary rate is downgraded. The Employee would then be subject to the normal quarterly performance reviews and would have the opportunity to improve his/her performance and move to the next grade.

### • WAGES ADJUSTMENT STRATEGY

The Company is committed to improving workplace efficiencies through developing its employees by appropriate training and skill development. The parties to the Enterprise Agreement accept that workplace reform through technological change will require employees to alter the way in which they perform their duties.

As a consequence the parties believe that the most effective approach to the successful implementation of workplace reform is by a four-phase implementation process.

## • SUPERANNUATION

The company will meet its obligations under the Superannuation Guarantee (Administration) Act 1992 by making superannuation contributions to a level at least as specified in the Act. Equip Super has been appointed as the superannuation fund for employees of Origin Energy, and whilst contributions are made to that Fund, they shall be at a level of at least 10% of ordinary time earnings per annum for permanent full-time staff and permanent part-time staff working in excess of 15 hours per week up to the limit of SGC Rate applied to the Australian Taxation Office's Maximum Contribution Base. The standard SCG rate will apply for casuals and employees on Fixed Term contracts less than two years.

Where the company offers choice, then it will do so with 10% contribution, but will only consider Fund administration costs for the company's default Fund (Equisuper).

## • PERSONAL LEAVE

Employees are entitled to Personal Leave which includes Sick Leave and Carers Leave. Personal Leave will accrue at the rate of 10 days per annum (pro-rata for part-time employees), unused Personal Leave will accrue and not be paid out on termination.

Where practicable, you must notify your Direct Manager by telephone prior to your normal start time, or as early as possible, of the reason for absence and the expected duration. If you are unable to return to work on the nominated date due to continuing ill health, you must notify your Direct Manager prior to your normal start time of the need to extend your absence and your amended date of return.

The company will require you to produce a medical certificate from a duly qualified medical practitioner if you are absent for more than two consecutive days, or if you have already taken two (2) absences per annum without a medical certificate, or if any trend of sick leave is identified.

### ○ Carers Leave

If you have responsibilities to either a member of your immediate family or a member of your household, you are able to take up to 8 working days paid leave per annum of your Personal Leave to provide care and support such persons when they are ill or incapacitated.

The term 'immediate family' includes your spouse (including former spouse, de facto spouse, a former de facto spouse and same sex partner), as well as your child or adult child (including an adopted child or step child), parent, grandparent, grandchild or sibling of either yourself or your spouse.

Wherever practicable, you are required to give the Company prior notice of your intention to take Carers Leave. If it is not possible for you give prior notice, you will need to notify your Direct Manager by telephone at the first opportunity on the day of absence, prior to your shift's commencement. You may be required to establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness or incapacity is such as to require your care.

Except in extenuating circumstances, you will not take Carers Leave when another person is able to provide care and support for the same family or household member.

## • BEREAVEMENT LEAVE

You will be entitled to a maximum of two rostered days Bereavement leave without loss of salary following the death within Australia of a person with who you have a close association including

your spouse (including de-facto spouse and same sex partner), parent, parent-in-law, brother, sister, child, stepchild, grandparent or grandchild.

Where a death occurs outside of Australia, you will be entitled to one rostered days paid leave, unless you are travelling to attend the funeral, in which case you shall be entitled to three days rostered days leave without loss of salary.

Bereavement leave will be deducted in accordance with the roster you would have worked had you not been absent on such leave.

In granting Bereavement leave, the Company may request satisfactory evidence be provided by you in order for payment to be made.

Extended Bereavement leave will be at the discretion of the relevant Operations Manager.

## • SERIOUS ILLNESS POLICY & SALARY CONTINUANCE PLAN

Permanent employees working 15 or more hours per week are subject to the company's Salary Continuance Plan and Serious Illness Policy, subject to the terms and conditions of that plan.

## • LONG SERVICE LEAVE

Long service will accrue at the rate of 13 weeks for 10 years service and 1.3 weeks per year thereafter. Pro-rata access to accrued untaken leave on termination will be as determined by statutory requirements, however for termination on account of redundancy, death, permanent disability or age retirement pro-rata payment will apply for service of 7 years or more.

Long service leave should be taken within four years of becoming due. If leave accrues in excess of 20 weeks the company may, with three months notice, allocate leave to be taken. Periods of unpaid leave do count towards service for the purpose of leave accruals.

The new accrual rate will apply from the 6th August 2005.

## • PARENTAL LEAVE

Parental Leave is the general term encompassing Maternity Leave, Paternity Leave and Adoption Leave.

Parental Leave will be provided in accordance with Schedule 14 in the Workplace Relations Act 1996 and Part 5A Division 2 of the Workplace Relations Regulations, and all subsequent amendments thereto.

The basic principles for Parental Leave under this Schedule are as follows:-

An employee with a minimum of twelve months' continuous with the Company at the time of commencing Parental Leave, (in the case of Maternity Leave is taken to be a minimum of six prior to the estimated date of delivery), is entitled to a maximum 52 weeks Parental Leave. Pro-rata access may be made available if the employee has completed less than 12 months service but than 9 months service. For each completed week of service in of 39 weeks, four weeks of maternity leave applies (to the maximum of 52 weeks).

- Paternity and Adoption Leave are unpaid leave, other than for an initial period of 5 days paid Paternity Leave.
- Maternity Leave shall include a period of 3 months at the rate of base ordinary time earnings (or where requested over 6 months at half pay), subject to the following conditions:
- the period of 3 months must commence at least 6 weeks prior to the estimated date of delivery;

- if the birth occurs more than 6 weeks prior to the expected date of delivery, the total period of 3 months will be determined from the actual date on which the employee first commenced Maternity Leave;
- any public holiday that falls within the period of 3 months paid maternity leave will not be counted as an additional day of such Maternity Leave.
- the period of Parental Leave may not extend beyond a year after the birth (or placement) of the child except for a period of one week at the time of the birth;
- an employee and his or her spouse must take Parental Leave at different times;
- an employee may take other leave (for example, Annual Leave) in conjunction with Parental Leave, however the total period of leave cannot be extended beyond 52 weeks;
- any application for Parental Leave must be supported by the relevant prescribed documentation, (i.e. medical certificate or statutory declaration), with such application to be made no later than three months prior to the estimated date of confinement;
- an employee who takes Parental Leave is entitled to return to the position which he or she held before such leave was taken. If that position no longer exists, but the employee is qualified for and can perform the duties of other positions within the Company, the employee shall be employed in whichever of those positions is nearest in status and remuneration to his or her former position.
- For paid leave, pro-rata periods apply for service between 9 months and 12 months. For each completed week of service in excess of 39 weeks, one week of paid maternity leave applies, up to a maximum of 3 months after 52 weeks of service. For each completed week of service in excess of 39 weeks, 0.385 days of paternity leave applies, up to a maximum of 5 days after 52 weeks service.
- For paid leave, pro-rata entitlements apply for part-time employment based on the actual part-time average hours worked during the 12 months (or lesser period if employed for less than 12 months) preceding the start of maternity leave. The pro-rating is applied to the rate of pay during the leave period. For example, an employee with service of 5 years who worked 2 days per week in the previous 2 years would enjoy paid maternity leave of 3 months paid at the rate of 40% full-time equivalent.

## • WAGE INCREASES

*The wage increases paid in this agreement are in four phases:*

- Phase 1:** An increase of 3% effective from 6 August 2005 will apply to each classification based on the discussions achieved at each location, which are detailed under the heading Phase 1 - Discussions below.
- Phase 2:** A further increase of up to 1% effective from 6 August 2006 will apply to each classification and is reliant upon successful achievement of an average 4 plus rating of the Employee Performance and Development Assessment, (EPDA) for the period of 6 August 2005 to 5 August 2006. The Company will monitor the progress of the agreed EPDA and discuss the results with all employees. If required, remedial action will be undertaken by the parties to correct any areas of concern. If an employee does not achieve the 4 plus rating at this phase a review can be undertaken when Phase 3 is conducted.
- Phase 3:** A further increase of 3% effective from 6 August 2006 will apply to each classification. If the employee was not successful in achieving a 4 plus rating at phase 2 a review can be undertaken at this time and any increases paid from 6 August 2006.

**Phase 4:** A further increase of up to 1% effective from 6 August 2007 will apply to each classification and is reliant upon successful achievement of an average 4 plus rating of the Employee Performance and Development Assessment, (EPDA) for the period of 6 August 2006 to 5 August 2007. In addition the parties will commence discussions on a range of issues that have the potential to achieve long-term efficiencies in the workplace as detailed below under the heading Phase 4 - Discussions below.

#### **Phase 1 - Discussions**

The wage increase referred to in this Clause reflects workplace practices, which have been achieved during discussions with employees and management at each location. These include:

**Computer based training** - Ongoing CBT will continue to be undertaken by all employees covered by this Enterprise Agreement.

**Other Relevant Training** - Employee will be required to attend other relevant training that is undertaken nationally and or as required by the local area.

**Vehicle Monitoring** - Vehicle Monitoring Systems with enhanced functionality will interface with the in-cab billing system during the life of the Enterprise Agreement. These systems will allow a wider range of performance data to be collected for each vehicle.

**Vehicle Maintenance** - Minor maintenance of vehicles is to *continue to* be undertaken by drivers. The drivers in consultation with the area manager or his nominee will arrange all major repairs.

**Multiskilling** - All employees covered by this Enterprise Agreement will *continue to* undertake a range of duties without additional payment. Those duties include but are not limited to:

- LPG Cylinder Filling
- LPG Cylinder Testing (if qualified)
- Operation of Regional LPG Depot equipment
- Loading and Unloading of LPG Tankers at Regional LPG Depots
- Recording of legislative and Statutory information in relation to duties
- Transporting and delivery of LPG cylinders

**Alternate Duties** - Alternate duties will continue to be implemented in each location to rehabilitate injured employees.

**Documentation** - All duty related documentation including paperwork and checklists will be completed as required by company policy and procedures.

**Two Person Commercial** - All parties acknowledge that the conversion of two man Commercial customers will be an ongoing process and that the amount of work available will reduce accordingly.

**One Person Domestic** - All parties commit to continuing participation in one person domestic insitu filling operations in accordance with Company requirements and in compliance with requirements of Australian standard AS/NZ 1596.2002.

#### **Phase 4 - Discussions**

The parties will commence discussions on a range of issues that have the potential to achieve long term efficiencies in the workplace.

These discussions include but are not limited to:

- Rationalisation of skill based classifications and introduction of competency based training
- Annualised salaries

- Removal of rostered days off
- Absorption of allowances
- Standardising public holidays
- Seasonality
- Review of span of hours
- Review of call-out practices and allowances

Prior to any changes being implemented all parties agree to participate in discussions in an open and fair manner that will lead to a positive outcome resulting in improved efficiency and enhanced job security. The parties acknowledge that a reorganisation process may need to be implemented in the current life of the agreement; it is therefore acknowledged that the parties may need to seek amendments to the agreement during its tenancy to facilitate these changes. Any amendments must be by mutual consent.

### • **WAGES SCHEDULE**

A schedule of the rates of pay is attached as Appendix C and details the wage increases payable under Clause 28. In addition the following grading changes apply:

- i) Any driver normally making more than twenty five (25) commercial/industrial drops per day shall be graded one (1) grade higher than the award grade applicable for the size of truck driven; and
- ii) Where grade 4 and 5 tanker drivers are driving vehicles that have an identical gross vehicle mass (GVM), grades 4 and 5 shall be combined as grade 5.

### • **SALARY SACRIFICE**

Employees covered by this agreement may participate in the company's salary sacrifice programs. where an employee elects to participate they must comply with policy guidelines and expressly acknowledge that this election may, now or in the future reduce their gross salary below the minimum salary levels specified in the relevant award and or agreement.

Provided that the sum total of the individual's salary sacrifice amounts plus adjusted gross salary meets or exceeds the minimum levels specified than the employee agrees that no claim can be made that gross pay breached specified levels.

Sacrifice amounts will not be used to reduce Plan Salary for superannuation or retirement benefit purposes, nor will they be used to reduce the base for calculation of untaken accrued leave entitlements payable on termination.

### • **WITHOUT DURESS**

The parties to this Enterprise Agreement have entered into negotiations in a meaningful and positive manner and without duress or threat of disputation of any kind.

### • **UNTAKEN SICK LEAVE BONUS**

An untaken sick leave bonus is offered to every employee on a worksite basis. Conditions and Bonus value is as shown at appendix B. The members of the Consultative Committee must claim the bonus each year for the relevant employees in their work place and will oversee administration, records and redemption of bonus.

**• EQUAL EMPLOYMENT OPPORTUNITY**

Origin Energy is committed to the principles of Equal Employment Opportunity, which requires equal treatment in all aspects of employment including recruitment, selection, promotion, company-sponsored training, remuneration, benefits, discipline and other terms and conditions of employment without regard to national origin, religion, gender, age, physical or mental condition, marital status or sexual preference.

**• LEGISLATIVE CHANGE AND AWARD CONDITIONS**

In the event of legislation amending the Act which would have the effect of altering the Awards or altering the matters which can be included in Awards, the Union and the Company agree that:

- e) The terms of the Awards which existed at the time this agreement was certified will continue to apply other than where:
  - i) This Agreement or a Business/site Agreement is inconsistent with the Award in which case the agreement terms will prevail to the extent of any inconsistency;
  - ii) Subject to sub clause (a)(i), where the Award provides benefits to employees which are superior to those which exist at the time this Agreement was entered into, in which case the terms of the Award as varied would apply.

In the event that this clause causes the Company to be at a significant competitive disadvantage compared to its major competitors, the Company has the right to reopen negotiations with the TWU over the operation of this clause.

**APPENDIX A - EMPLOYEE PERFORMANCE AND DEVELOPMENT ASSESSMENT**

**KEY PERFORMANCE INDICATORS**

NAME:
COMPANY:
DEPARTMENT:
LOCATION:
JOB TITLE:
LAST REVIEW DATE:

***Note to Appraisers:***

Please tick (✓) the most appropriate square for each of the following performance factors. Numbers adjacent to description indicate performance rating; with high numbers indicating high rating.

**1. KNOWLEDGE OF JOB**

Consider all-round knowledge of job and understanding of duties:

1. Needs to refer too frequently for information; not well informed even upon general requirements	<input type="checkbox"/>
2. Has enough knowledge to just cope with general requirements, but not with anything at all unusual	<input type="checkbox"/>
3. The level of knowledge and understanding enables the employee to deal with most matters likely to be encountered	<input type="checkbox"/>
4. Well informed; has a good knowledge of all matters likely to be encountered	<input type="checkbox"/>
5. Very well informed: has a sound knowledge of all requirements of the employee's work	<input type="checkbox"/>

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Comments:

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**2. PRODUCTIVITY:**

Evaluate actual volume of work performance as against the specific job requirements. Consider volume of acceptable work produced under normal conditions and general capacity for work (Punctuality and attendance will have an obvious influence on results):

- |  |                          |
|--|--------------------------|
| 1. Barely acceptable                                     | <input type="checkbox"/> |
| 2. Generally acceptable, but only just                   | <input type="checkbox"/> |
| 3. Good output. Always keeps up with normal flow of work | <input type="checkbox"/> |
| 4. Generally exceeds requirements                        | <input type="checkbox"/> |
| 5. Always exceeds requirements                           | <input type="checkbox"/> |

Comments:

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**3. COOPERATION/ATTITUDE:**

Consider the employee's relationship with other employees, and the employee's acceptance of and cooperation with supervision. Also consider the degree of willingness to work with others in achieving objectives of benefit to the Company.

- |  |                          |
|--|--------------------------|
| 1. Noticeably uncooperative. Half-hearted and indifferent                                      | <input type="checkbox"/> |
| 2. Inclined to be uncooperative and uncaring. Does not display much enthusiasm for the job     | <input type="checkbox"/> |
| 3. Generally cooperative and tactful. Steady and attentive application to the job              | <input type="checkbox"/> |
| 4. Most inclined to be cooperative and tactful. Generally well regarded by associates          | <input type="checkbox"/> |
| 5. Definitely and consistently cooperative and tactful. Held in high regard by most associates | <input type="checkbox"/> |

Comments:

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**4. ACHIEVEMENT OF QUALITY STANDARDS:**

Consider whether the employee performs accurately, promptly and reliably.

- |  |                          |
|--|--------------------------|
| 1. Generally below standard; often not acceptable                            | <input type="checkbox"/> |
| 2. Quality/thoroughness of work generally borderline, but usually acceptable | <input type="checkbox"/> |



- 
- |   |                          |
|---|--------------------------|
| 3. Adequate quality and thoroughness  | <input type="checkbox"/> |
| 4. Quality/thoroughness consistently meets requirements   | <input type="checkbox"/> |
| 5. Can be depended upon to always produce high quality, thorough work to meet the requirements of the job | <input type="checkbox"/> |
- 

Comments:

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### 5. INITIATIVE

Consider employee's ability to go ahead with work without being guided in every detail. Does the employee anticipate requirements or wait to be told what needs to be done?

- 
- |   |                          |
|---|--------------------------|
| 1. Needs sustained guidance in work; does not demonstrate initiative, not able to work independently                                    | <input type="checkbox"/> |
| 2. Performs straightforward work with general guidance, but demonstrates a lack of resourcefulness and foresight                        | <input type="checkbox"/> |
| 3. Able to work without close supervision after general direction; demonstrates some capacity for anticipation and some resourcefulness | <input type="checkbox"/> |
| 4. Resourceful in handling difficult situations, usually anticipates what needs to be done  | <input type="checkbox"/> |
| 5. Very resourceful and self-reliant; demonstrates distinct evidence of foresight and initiative at work                                | <input type="checkbox"/> |
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Comments:

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### 6. OCCUPATIONAL HEALTH AND SAFETY

Consider the employees overall compliance to company OH&S policies and procedures.

- 
- |   |                          |
|---|--------------------------|
| 1. Frequent disregard to policies and procedures which have required counselling                                      | <input type="checkbox"/> |
| 2. Occasional lapses in performing at a level considered appropriate by the Company                                   | <input type="checkbox"/> |
| 3. Generally complies with OH&S policies and procedures   | <input type="checkbox"/> |
| 4. Works with due care and consideration to safeguard their own health and safety and the health and safety of others | <input type="checkbox"/> |
| 5. Demonstrates proactiveness and compliance to company OH&S policies and procedures and influences others            | <input type="checkbox"/> |
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Comments:

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**7. SUMMARISE THE OVERALL ASSESSMENT OF PERFORMANCE**

Consider the employees overall compliance to company OH&S policies and procedures.

- |                                      |                          |
|--------------------------------------|--------------------------|
| 1. Unsatisfactory                    | <input type="checkbox"/> |
| 2. Improvement Required              | <input type="checkbox"/> |
| 3. Fully Satisfactory Performance    | <input type="checkbox"/> |
| 4. Consistently Exceeds Requirements | <input type="checkbox"/> |
| 5. Outstanding                       | <input type="checkbox"/> |

Comments:

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**TRAINING AND DEVELOPMENT**

Does the employee require any form of training or development to EITHER:

- a) Be equipped more fully for improved performance in present job? OR
- b) Be prepared for higher responsibilities?

Suggestions for Training and Development:

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**EMPLOYEE'S COMMENTS**

**Optional:** Employee to record comments on overall assessment, training and development required, career goals etc.

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**EMPLOYEE'S SIGNATURE:**

**Date:**     /     /

**APPRAISER'S COMMENTS:**

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**APPRAISER'S NAME:**

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APPRAISER'S SIGNATURE:

Date: / /

NEXT LEVEL MANAGERS/SUPERVISORS NAME:

NEXT LEVEL MANAGERS/SUPERVISOR'S SIGNATURE:

Date: / /

## APPENDIX B - UNTAKEN SICK LEAVE BONUS

A sick leave bonus is available to every employee who is employed under this agreement within each single terminal workgroup. This bonus is based on the average of every employee's annual sick leave record in that worksite and in accordance with the following table:

Sick Leave Taken pa	Bonus
Nil	\$250
Average of up to 1 day	\$200
Average of up to 2 days	\$150
Average of up to 3 days	\$100
Average exceeding 3 days	\$Nil

Individual employees will be eligible, where the workgroup average exceeds 2 days, for an individual sick leave bonus. This will be paid to the employee based on the individual's sick leave record and in accordance with the following table. The individual sick leave bonus, if taken, is in replacement for the group bonus and not in addition to the group bonus.

Sick Leave Taken pa	Bonus
Nil	\$150
1 day	\$100
2 days	\$50
3 days or more	\$Nil

## APPENDIX C - WAGES SCHEDULE

Classification	2004 Rates	3% Increase August 2005	1% EPDA August 2006	3% Increase August 2006	1% EPDA August 2007
Driver Grade 1	\$580.53	\$597.95	\$603.93	\$622.04	\$628.26
Driver Grade 2	\$600.85	\$618.88	\$625.06	\$643.82	\$650.25
Driver Grade 3	\$614.90	\$633.35	\$639.68	\$658.87	\$665.46
Driver Grade 4	\$627.16	\$645.97	\$652.43	\$672.01	\$678.73
Driver Grade 5	\$658.70	\$678.46	\$685.25	\$705.80	\$712.86
Driver Grade 6	\$666.62	\$686.62	\$693.48	\$714.29	\$721.43
Driver Grade 7	\$690.69	\$711.41	\$718.52	\$740.08	\$747.48
Driver Grade 8	\$739.71	\$761.90	\$769.52	\$792.61	\$800.53
Clerk Grade 1	\$580.80	\$598.22	\$604.21	\$622.33	\$628.56
Clerk Grade 2	\$612.06	\$630.42	\$636.73	\$655.83	\$662.39
Clerk Grade 3	\$636.59	\$655.69	\$662.24	\$682.11	\$688.93
Clerk Grade 4	\$674.30	\$694.53	\$701.47	\$722.52	\$729.74
Clerk Grade 5	\$739.64	\$761.83	\$769.45	\$792.53	\$800.46

Annual Leave loading of 17.5% applies in addition to the rates above.

**EXECUTED as an Agreement**

**SIGNED FOR AND ON BEHALF OF**

**Origin Energy Ltd.**

in the presence of

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)  
)

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

**SIGNED FOR AND ON BEHALF OF**

**Transport Workers' Union of Australia, NSW Branch**

in the presence of

)  
)  
)

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

**SIGNED FOR AND ON BEHALF OF**

**NSW Local Government, Clerical  
Administrative, Energy, Airlines  
and Utilities Union**

in the presence of

)  
)  
)  
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)

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)