

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/137

TITLE: Origin Energy Port Botany Tanker Drivers Enterprise Agreement 2003

I.R.C. NO: IRC3/3093

DATE APPROVED/COMMENCEMENT: 20 June 2003/15 January 2003

TERM: 15 January 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/86

GAZETTAL REFERENCE: 18 July 2003

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Port Botany Tanker Drivers employed by the Company who fall within the coverage of the Transport Industry Petroleum, &c., Distribution (State) Award

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



ORIGIN ENERGY PORT BOTANY TANKER DRIVERS ENTERPRISE AGREEMENT 2003

1 TITLE

This Enterprise Agreement shall be referred to as the Origin Energy Port Botany Tanker Drivers Enterprise Agreement 2003.

2 ARRANGEMENT

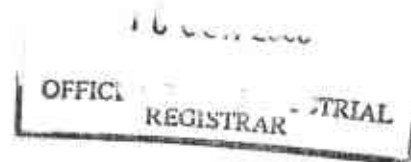
This Enterprise Agreement is arranged as follows:

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KPI's

Appendix A



3 PARTIES BOUND

The parties bound by this Enterprise Agreement are

- i) Transport Workers Union of NSW; and
- ii) Origin Energy Limited.

4 DEFINITIONS

- i) Origin Energy Limited - "the company";
- ii) Port Botany Tanker Driver - "driver"; and
- iii) Transport Workers Union of NSW - "TWU".

5 APPLICATION

This Enterprise Agreement shall apply to all Port Botany Tanker Drivers employed by the company.

6 DATE AND PERIOD OF OPERATION

This Enterprise Agreement shall operate from 15 January 2003 for a nominal term up to and including 15 January 2005.

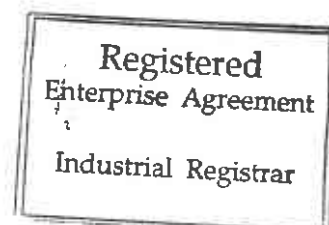
The parties agree to review this Enterprise Agreement three months prior to its expiration.

7 RELATIONSHIP

This Enterprise Agreement replaces the Boral Energy Botany Tanker Drivers Enterprise Agreement 2001.

This Enterprise Agreement is to be read in conjunction with the Transport Industry Petroleum and c. Distribution (State) Award (the Parent Award).

Where there is any inconsistency between this Enterprise Agreement and the Parent Award, this Enterprise Agreement shall take precedence to the extent of the inconsistency.



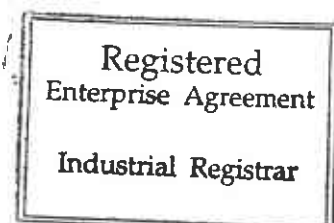
10 NOT TO BE USED AS A PRECEDENT

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 the company.

11 CONDITIONS OF EMPLOYMENT

The following conditions shall apply.

- 11.1 The divisor for the purpose of calculating overtime shall be 35 for those drivers on a 35-hour week and 38 for those on a 38-hour week.
- 11.2 All drivers shall complete company provided operational and safety training as required.
- 11.3 All pay shall be weekly via electronic funds transfer deposited directly into personal bank accounts.
- 11.4 Each driver at the completion of each shift shall conduct a visual vehicle inspection and report any apparent defects in writing as well as completing weekly and monthly truck check lists of a non-mechanical nature.
- 11.5 All drivers shall input and record all relevant data to and from Tacholink vehicle monitoring systems installed in the trucks, and to assist management in optimising fleet operations.
- 11.6 Employees driving aerosol trucks shall input all requested data and paperwork for the purposes of calculating the composition of aerosol blends.
- 11.7 Drivers shall undertake driver training courses at the company's expense at 4 yearly intervals.
- 11.8 Drivers do not require being given 48 hours notice of change of shift. On each occasion the drivers themselves shall nominate the driver to change shift. The requirements for a break between shifts shall continue to apply.
- 11.9 Drivers shall agree to perform alternate duties in the event of work related injury as per the WorkCover legislation in NSW.



12 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. EquipSuper 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 the 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.

13 BEREAVEMENT LEAVE

Refer to the Transport Industry Petroleum and Distribution (State) Award.

14 SERIOUS ILLNESS POLICY and SALARY CONTINUANCE PLAN

Permanent employees working 15 or more hours per week are subject the company's Salary Continuance Plan and Serious Illness Policy.

15 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 15th January 2003.



16 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 service with the Company at the time of commencing Parental Leave, (which in the case of Maternity Leave is taken to be a minimum of six weeks prior to the estimated date of delivery), is entitled to a maximum of 52 weeks Parental Leave. Pro-rata access may be made available if the employee has completed less than 12 months service but more than 9 months service. For each completed week of service in excess 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, 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;

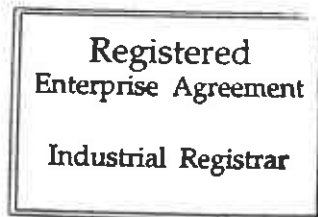
an employee may take other leave (for example, Annual Leave) in conjunction with Parental Leave, however the total period of leave cannot be extended beyond 52 weeks;

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.



17 WAGES SCHEDULE

Drivers shall be paid the relevant rate of pay as set out in Table 1 to this Enterprise Agreement. The wage increases paid in this agreement are in two phases:

Phase 1 An increase of 3% effective from 15 January 2003 will apply. Rates shown in Table 1 are inclusive of the 3%.

A further 1%, based on achievement of prescribed KPI's, will be assessed and if payable will be affective and paid after 15th January 2004.

Phase 2 An increase of 3% effective from 15 January 2004.

A further 1%, based on achievement of prescribed KPI'S will be assessed and if payable will be affective and paid after 15th January 2005.

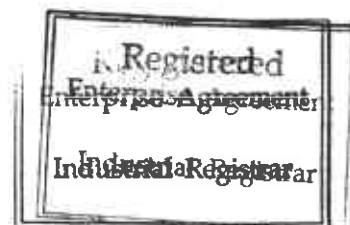
18 OTHER TERMS AND CONDITIONS

All other terms and conditions of employment not covered by this agreement are contained in the Transport Industry Petroleum and c. Distribution (State) Award (the Parent Award).




19 TABLE 1

Table 1 - 15 January 2003					
	Base Rate	6 months to 2 yrs	2 yrs to 3 yrs	3 yrs to 5 yrs	Over 5 yrs
Rigid Vehicle					
Under 10 Tonnes	\$669.99	\$677.10	\$684.71	\$692.57	\$700.81
10 tonnes and under 13 tonnes	\$675.36	\$682.59	\$689.83	\$697.44	\$705.30
13 tonnes and under 19 tonnes	\$680.35	\$688.08	\$694.94	\$702.80	\$710.24
19 tonnes and under 25 tonnes	\$688.59	\$696.06	\$703.30	\$710.67	\$718.78
For each additional 6 tonnes or part thereof -	\$7.11				
Articulated Vehicles					
Under 10 Tonnes	\$674.36	\$681.97	\$689.08	\$696.82	\$704.43
10 tonnes and under 13 tonnes	\$679.22	\$687.08	\$694.57	\$702.18	\$709.79
13 tonnes and under 19 tonnes	\$684.71	\$691.95	\$699.43	\$707.17	\$714.66
19 tonnes and under 25 tonnes	\$693.08	\$700.55	\$707.92	\$715.78	\$722.90
25 tonnes and under 31 tonnes	\$701.55	\$709.17	\$716.28	\$723.89	\$731.37
31 tonnes and under 37 tonnes	\$716.78	\$723.89	\$731.37	\$739.11	\$746.98
37 tonnes and under 43 tonnes	\$725.14	\$732.63	\$740.36	\$747.72	\$755.08
For each additional 6 tonnes or part thereof -	\$7.11				



SIGNATORIES

Signed on behalf of Origin Energy.

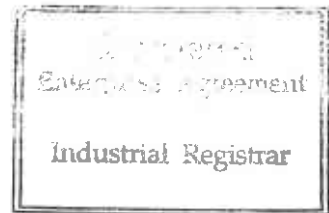


Date: 12 May, 2003

Signed on behalf of the Transport Workers Union of Australia.

W. F. M. D. ACTING SECRETARY

Date: 5.6.03



Appendix A

ORIGIN ENERGY LPG PRODUCTIVITY AND EFFICIENCY MEASURES

KPI	ACTIVITY	METHOD
Safety 0.25%	Reduce LTIFR and duration of lost time per incident	<ul style="list-style-type: none"> • Voluntary use of a Medical centre • Training safety committee reps • Introduce safety awareness campaigns • Thorough incidence review
Productivity Improvement 0.25%	Completion of allocated work and reduction of unproductive time during shift	<ul style="list-style-type: none"> • Identify problem areas and notify management asap. • List reasons
Absenteeism 0.25%	Reduce sick leave	<ul style="list-style-type: none"> • Identify current sick leave problem where it exists and implement appropriate strategy
Employee Responsibility 0.25%	Company documentation	<ul style="list-style-type: none"> • Completion of current and new procedures and checklists introduced to improve operations achieved through consultative committee.

