

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/86

TITLE: Origin Energy Port Botany Tanker Drivers Enterprise Agreement
2001

I.R.C. NO: 2001/8073

DATE APPROVED/COMMENCEMENT: 8 January 2002/1 January 2001

TERM: 15 January 2003

**NEW AGREEMENT OR
VARIATION:** New

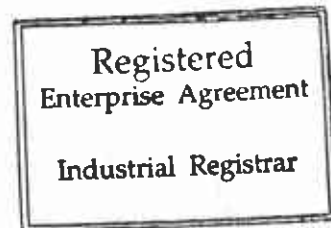
GAZETTAL REFERENCE: 12 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all Sydney metropolitan drivers employed by the company.

PARTIES: Origin Energy Ltd (Formerly Boral Ltd) -&- the Transport Workers' Union of Australia, New South Wales Branch



ORIGIN ENERGY PORT BOTANY TANKER DRIVERS ENTERPRISE AGREEMENT 2001

1 TITLE

This Enterprise Agreement shall be referred to as the Origin Energy Port Botany Tanker Drivers Enterprise Agreement 2001.

2 ARRANGEMENT

This Enterprise Agreement is arranged as follows:

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3 PARTIES BOUND

The parties bound by this Enterprise Agreement are

- i) Transport Workers Union of Australia; 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 Australia NSW Branch - "TWU".

5 APPLICATION

This Enterprise Agreement shall apply to all Sydney metropolitan drivers employed by the company.

6 DATE AND PERIOD OF OPERATION

This Enterprise Agreement shall operate from 1 January 2001 for a nominal term up to and including 15 January 2003.

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 1998.

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.



8 DISPUTES RESOLUTION PROCEDURE

This Disputes Resolution Procedure is to allow the 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.

During a dispute, 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 justified on the grounds of health and safety and is within the reasonable responsibility of the employer concerned, this clause shall not apply.

The agreed procedure is detailed hereunder: -

- Stage 1: The driver and/or delegate will contact the Supervisor and attempt to settle the matter at that stage.
- Stage 2: If the matter is not settled at stage 1, the driver and the delegate will discuss with the Supervisor and his Manager.
- Stage 3: If the matter is not settled at stage 2, the organiser of the TWU will meet with the Manager.
- Stage 4: If stage 3 is unsuccessful, it is agreed that the matter will then be referred to the NSW Industrial Relations Commission for conciliation or arbitration.

9 NO FURTHER CLAIMS

The parties undertake that there will be no wage increases during the nominal term of this Enterprise Agreement other than those agreed as part of this Enterprise Agreement or where there is mutual agreement between the parties for increases due to productivity improvements.

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.

11.10 is Blank

Origin Energy Limited sought to include the following clauses into the Origin Energy Port Botany Tanker Drivers Enterprise Agreement 2001:

- 11.11 The company may operate 'domestic insitu' deliveries with single drivers as it determines appropriate subject to:
- (a) such deliveries complying with any relevant regulation; and
 - (b) the TWU identifying, within 30 days of the signing of this Enterprise Agreement, any sites that it and the Drivers believe are unsafe for single driver delivery; and then
 - (c) the safe use of any such disputed sites being determined by Workcover (or any other such body that is more relevant) as soon as reasonably practicable thereafter.
- 11.12 The drivers acknowledge that the company will introduce a performance and development assessment review process for their purposes.

These clauses were not included in the agreement because the parties agreed that Origin had the right to do what was contained in the abovementioned clauses without the need for them to form a part of the Agreement.



12 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 5% effective from 1 January 2001 will apply to each classification as detailed in Table 1.

Phase 2 A further increase of 5% effective from 1 January 2002 will apply to each classification as detailed in Table 1.

13 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).



14 Table 1

Table 1 - 1 January 2001					
	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	\$619.50	\$626.08	\$633.11	\$640.38	\$648.00
10 tonnes and under 13 tonnes	\$624.46	\$631.15	\$637.84	\$644.88	\$652.15
13 tonnes and under 19 tonnes	\$629.08	\$636.23	\$642.57	\$649.84	\$656.76
19 tonnes and under 25 tonnes	\$636.69	\$643.61	\$650.30	\$657.11	\$664.61
For each additional 6 tonnes or part thereof -	\$6.60				
Articulated Vehicles					
Under 10 Tonnes	\$623.54	\$630.58	\$637.15	\$644.31	\$651.34
10 tonnes and under 13 tonnes	\$628.04	\$635.31	\$642.23	\$649.27	\$656.30
13 tonnes and under 19 tonnes	\$633.11	\$639.81	\$646.73	\$653.88	\$660.80
19 tonnes and under 25 tonnes	\$640.84	\$647.77	\$654.57	\$661.84	\$668.42
25 tonnes and under 31 tonnes	\$648.69	\$655.73	\$662.30	\$669.34	\$676.26
31 tonnes and under 37 tonnes	\$662.76	\$669.34	\$676.26	\$683.41	\$690.68
37 tonnes and under 43 tonnes	\$670.49	\$677.41	\$684.57	\$691.37	\$698.18
For each additional 6 tonnes or part thereof -	\$6.60				



Table 1 - Rates as of 1 January 2002

	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	\$650.48	\$657.38	\$664.77	\$672.40	\$680.40
10 tonnes and under 13 tonnes	\$655.69	\$662.71	\$669.74	\$677.13	\$684.76
13 tonnes and under 19 tonnes	\$660.53	\$668.04	\$674.70	\$682.33	\$689.60
19 tonnes and under 25 tonnes	\$668.53	\$675.79	\$682.82	\$689.97	\$697.84
For each additional 6 tonnes or part thereof -	\$6.90				
Articulated Vehicles					
Under 10 Tonnes	\$654.72	\$662.11	\$669.01	\$676.52	\$683.91
10 tonnes and under 13 tonnes	\$659.44	\$667.07	\$674.34	\$681.73	\$689.12
13 tonnes and under 19 tonnes	\$664.77	\$671.80	\$679.06	\$686.57	\$693.84
19 tonnes and under 25 tonnes	\$672.89	\$680.15	\$687.30	\$694.93	\$701.84
25 tonnes and under 31 tonnes	\$681.12	\$688.51	\$695.42	\$702.81	\$710.07
31 tonnes and under 37 tonnes	\$695.90	\$702.81	\$710.07	\$717.58	\$725.22
37 tonnes and under 43 tonnes	\$704.02	\$711.29	\$718.80	\$725.94	\$733.09
For each additional 6 tonnes or part thereof -	\$6.90				

Registered
Enterprise Agreement
Industrial Registrar

SIGNATORIES

Signed on behalf of Origin Energy.

 Date: 3.9.01

Signed on behalf of the Transport Workers Union of Australia.

 Date: 8/11/01

