



Origin Energy (LPG NSW Non Metropolitan) Enterprise Agreement 2024

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1. Preliminary

1.1 Title

This Agreement shall be known as the Origin Energy (LPG NSW Non Metropolitan) Enterprise Agreement 2024.

2. Definitions

- a) **Act** means the Fair Work Act 2009 (Cth) as amended from time to time.
- b) **Agreement** means the Origin Energy (LPG NSW Non Metropolitan) Enterprise Agreement 2024.
- c) **Award** means the Road Transport and Distribution Award 2020.
- d) **Casual Employee** means a person engaged on an hourly basis and paid accordingly.
- e) **De Facto Partner** means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former De Facto Partner of the Employee.
- f) **Origin** means Origin Energy People Services Pty Ltd.
- g) **Employee** means an Employee who is employed by Origin in a classification of work covered by clause 16.
- h) **FWC** means the Fair Work Commission.
- i) **Immediate Family** means an Employee's spouse (including a former spouse, De Facto Partner or former De Facto Partner, a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or De Facto Partner.
- j) **NES** means the National Employment Standards in the Act.
- k) **Service** for the purposes of calculating an Employee's entitlements to annual leave, personal leave and any other entitlements under the NES shall be in accordance with the Act.

3. Application and scope

This Agreement covers and applies to:

- a) Origin; and
- b) Employees of Origin who are employed in Broken Hill, Canberra (ACT), Coffs Harbour, Cowra, Eden, Glen Innes, Grafton, Inverell, Lismore, Moree, Kooragang, Parkes, Port Macquarie, Shoalhaven, Tamworth, Ulladulla, Wagga Wagga and Wellington LPG terminals in a classification of work contained in this Agreement.

4. Relationship to Award and the NES

- a) This Agreement regulates all terms and conditions of employment and expressly excludes and displaces the operation of any and all other matters and conditions of employment in any award or agreement.
- b) To avoid doubt, this Agreement expressly excludes and displaces the Road Transport and Distribution Award 2020 and the Origin Energy (LPG NSW Non Metropolitan) Enterprise Agreement 2021.
- c) Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency.

5. Date and period of operation

This Agreement will commence 7 days after it is approved by the FWC or 6 August 2024, whichever is the latter, and has a nominal expiry date of 5 August 2028.

6. Terms and conditions of employment

6.1 Minimum Period of Employment

New Employees covered by this Agreement will be subject to satisfactory completion of a 6 month minimum period commencing on their first day of employment. During this period, either party may terminate the employment relationship by giving of 1 weeks' notice or payment in lieu by Origin, or a combination of both.

6.2 Contract of employment

6.2.1 Full-time employment

- a) The ordinary hours of work for full-time Employees shall be an average of 38 per week (exclusive of meal breaks) or 152 hours within a work cycle not exceeding 28 consecutive days.
- b) Except as provided in sub-clause c) of this clause, employment shall be full-time.
- c) An Employee may be engaged on a part-time, temporary (fixed term) or casual basis. This does not apply to existing full-time Employees unless by mutual agreement.

6.2.2 Part-time employment

- a) An Employee may be engaged by the week to work on a part-time basis for a constant number of hours. The set weekly hours for such an Employee shall be determined upon engagement and will not be changed other than by agreement. The regular nature of the work typically occurs on fixed days and for fixed hours during each week, being at least 4 hours per day and less than 38 hours in any 1 week.
- b) All work performed in excess of the agreed hours of a part-time Employee shall be paid at overtime rates.
- c) Part-time Employees will be paid the hourly rate prescribed for the classification in which the Employee is engaged.
- d) 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.
- e) Part-time Employees will be entitled to paid and unpaid leave consistent with the NES.
- f) Notice of termination conditions of this Agreement will apply.

6.2.3 Temporary (fixed term) employment

- a) Temporary (fixed term) employment occurs when an Employee is engaged for a specific period of time for a specific project and works to a maximum of 12 months in any 1 engagement.
- b) The contract duration is nominated and agreed between the parties.
- c) Employment and the contract with the Employee will cease when the contract expires, and the Employee is not entitled to notice of termination or payment in lieu of notice when employment ends on expiry of the contract.
- d) Subject to subclause f) below, temporary (fixed term) Employees will receive benefits of permanent Employees in accordance with this Agreement.
- e) All leave provisions apply on a pro-rata basis.
- f) The redundancy provisions of this Agreement do not apply to temporary (fixed term) Employees.

6.2.4 Casual employment

- a) A Casual Employee is one engaged and paid as such with each engagement being separate.
- b) A Casual Employee working ordinary time shall be paid the hourly rate prescribed for the classification for which the Employee is engaged, plus a separate casual loading of 25%. The payment of the casual loading disentitles Casual Employees to paid leave and other benefits which legislation does not require to be provided to Casual Employees including:
 - I. paid annual leave;
 - II. paid personal/carer's or compassionate leave;
 - III. paid jury service leave;
 - IV. paid public holidays not worked;
 - V. notice of termination and redundancy entitlements; and
 - VI. any other benefits which attach to full time employment which legislation does not require to be provided to Casual Employees.
- c) Casual Employees are entitled to unpaid leave as specified in this Agreement.
- d) If at any stage subsequent to commencing employment, an Employee engaged as a Casual Employee is determined to be employed on a basis that is other than casual, and the Employee claims paid leave or other benefits attached to permanent employment, then any amounts paid to the Employee as a casual loading under this clause 6.2.4 is an overpayment to which the Employee had no entitlement and will become repayable immediately upon demand by Origin.
- e) Overtime rates are payable in excess of normal working hours and outside the ordinary span of hours. The overtime rate shall be calculated on the applicable casual rate of pay.
- f) Irrespective of hours worked, a Casual Employee shall be paid a minimum of 4 hours work for each start.
- g) An eligible Casual Employee will have the right to elect to convert to full time or part time employment in accordance with the NES.

6.3 Termination of employment

- a) Termination of employment shall be by the giving of notice or payment (or part payment) in lieu of notice in the case of Origin, or by the giving of notice in the case of an Employee.
- b) The following notice periods shall apply:

Length of Service	Notice Period
Continuous service of 1 year or less	1 Week
Continuous service of more than 1 year but not more than 3 years	2 weeks
Continuous service of more than 3 years but not more than 5 years	3 weeks
Continuous service of more than 5 years	4 Weeks

- c) In the case of an Employee over 45 years of age with more than two years of continuous service, an additional one week of notice, or payment in lieu, will be given by Origin.
- d) Nothing in this sub-clause shall affect the right of Origin to dismiss an Employee without notice or payment in lieu of notice for neglect of duty or serious misconduct (as defined in the *Fair Work Regulations*), and in such cases payment will be made up to the time of dismissal only.
- e) An Employee with more than 2 months' service on termination of employment shall, upon request, be given a written reference or certificate of service. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the Employee.
- f) Notice of termination does not apply to:
 - I. Employees engaged for a specific period of time or for a specific task or tasks;
 - II. Employees (other than apprentices) to whom a training arrangement applies which is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - III. Casual Employees.

7. Redundancy

- a) A redundancy occurs where Origin determines it no longer requires the role performed by an Employee to be performed by anyone.
- b) In the event of redundancy, processes and Employee entitlements will be applied and provided in accordance with Origin policy or the NES (whichever is more beneficial).
- c) This clause does not apply to:
 - I. Employees terminated as a consequence of serious misconduct (as defined in the *Fair Work Regulations*) that justifies dismissal without notice;
 - II. Employees (other than apprentices) to whom a training arrangement applies which is for a specified period or is, for any other reason, limited to the duration of the agreement;
 - III. Probationary or minimum employment period Employees;
 - IV. Apprentices;
 - V. Employees engaged for a specific period of time or for a specified task or tasks; or
 - VI. Casual Employees.

8. Suitable alternative employment

Subject to section 120 of the Act, an Employee is not entitled to redundancy pay under clause 7 where the Employee is offered a position by Origin (or a related entity) or a third party, and the position is:

- a) commensurate with the Employee's skills and abilities; and
- b) on terms and conditions that are no less favourable overall and which recognise the Employee's continuous service with Origin.

9. Consultation

9.1 Introduction of major change

- a) It is recognised that from time to time the skill mix, technology and processes of the business will need to be changed to allow the business to operate more efficiently and competitively.
- b) When Origin has made a definite decision to introduce major changes in production, program, organisation, structure or technology that will have significant effects on the Employees, Origin will notify the Employees who may be affected.
- c) At any stage of the consultation, the Employee/s may choose to be represented by a representative of their choice for the purposes of the consultation procedure. The Employee/s must advise Origin of the identity of the representative for the purposes of the consultation, and Origin must recognise the representative.
- d) "Significant effects" include termination of employment, major changes in the composition, operation or size of Origin's workforce or in the skills required, the elimination or diminution of the job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters this clause will not apply.
- e) Origin will discuss with Employees directly affected by the introduction of the change, and their chosen representative (if any), the effects change/s are likely to have on Employees and measures taken to avert or to minimise their impact, and shall give prompt consideration to matters raised by Employees and their representative/s. The discussions shall commence as early as practicable after a definite decision has been made by Origin to make the changes referred to in this clause.
- f) For the purposes of such discussion, Origin will provide in writing to the Employees concerned and their chosen representative (if any), relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees.
- g) In consulting in accordance with this clause, Origin is not required to disclose confidential or commercially sensitive information.

- h) Prior to any changes being implemented all parties agree to participate in discussions in an open and fair manner. 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.

9.2 Changes to an Employee's ordinary hours and/or regular roster

- a) The consultation process outlined above will also apply where Origin has made a definite decision to change the Regular Roster or ordinary hours of an Employee. In these circumstances, Origin will provide affected Employees with information about the change, invite those Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and consider any views given by those Employees about the impact of the change.
- b) "Regular Roster" means the cycle of days on which an Employee is rostered to work their ordinary hours.

10. Dispute resolution procedure

- a) A dispute about a matter arising under this Agreement or the NES will be dealt with as follows:
 - I. The Employee or Employees concerned will first meet and confer with their immediate supervisor.
 - II. If such discussions do not resolve the dispute, the parties will arrange further discussions involving more senior levels of management as appropriate.
 - III. Sensible time limits must be allowed for the completion of the various stages of discussion.
- b) In the event that there is still no agreement or resolution of the dispute after the above steps have been taken, the dispute may be referred by either party to FWC for resolution by conciliation, and if the issue remains unresolved, by arbitration.
- c) At any stage of the dispute resolution procedure, the Employee/s may choose to be represented by a representative of their choice.
- d) While the dispute resolution procedure is being conducted, work shall continue normally as directed by Origin, unless an Employee has a reasonable concern about an imminent risk to their health or safety.

11. Payment system

Wages will be paid on a weekly or fortnightly basis by way of electronic funds transfer to an account nominated by the Employee. Proposed changes to pay frequency will be discussed with Employees prior to implementation.

12. Remuneration

12.1 Wage rates

A schedule of the rates of pay is attached as Appendix 1 and details the wage increases payable under clause 12.2.

12.2 Wage and allowance review

The wage and allowance increases are set out in Appendix 1 and include:

- a) An increase in the rates payable for each renamed classification and a 3.5% increase to allowances as outlined in Appendix 1, effective from the first full pay period commencing on or after 5 August 2024;
- b) A 3.5% increase to wages and allowances as outlined in Appendix 1, effective from the first full pay period commencing on or after 5 August 2025;
- c) A 3% increase to wages and allowances as outlined in Appendix 1, effective from the first full pay period commencing on or after 5 August 2026; and
- d) A 2.5% increase to wages and allowances as outlined in Appendix 1, effective from the first full pay period commencing on or after 5 August 2027.

12.3 Key performance indicators (KPIs)

- a) KPIs applicable during the operation of this Agreement are contained in Appendix 2.
- b) Where any of the prescribed KPI targets for the period 01 July 2025 to 30 June 2026 are achieved, then the individual Employee will be eligible for a calculation of a lump sum payment. This payment will be made in the first full pay period on or after 01 September 2026.
- c) Where any of the prescribed KPI targets for the period 01 July 2026 to 30 June 2027 are achieved, then the individual Employee will be eligible for a calculation of a lump sum payment. This payment will be made in the first full pay period on or after 01 September 2027.
- d) Where any of the prescribed KPI targets for the period 01 July 2027 to 30 June 2028 are achieved, then the individual Employee will be eligible for a calculation of a lump sum payment. This payment will be made in the first full pay period on or after 01 September 2028.
- e) For the avoidance of doubt, employees will still be eligible for the KPI payment for the period 01 July 2023 to 30 June 2024 as per the *Origin Energy (LPG NSW Non Metropolitan) Enterprise Agreement 2021*, where any of the prescribed KPI targets for the period are achieved. This payment will be made in the first full pay period on or after 01 September 2024.
- f) The KPI lump sum cash payment will be calculated using the following formula:
$$\text{Standard hourly rate for the Employee at 30 June of each respective year} \times \text{KPI \% achieved} \times 38 \text{ hours} \times 52 \text{ weeks (for a full year assessment period).}$$
- g) Where a new Employee commences employment part way through an assessment period, their lump sum payment will be prorated to reflect their length of service.
- h) Payment is contingent on the employee remaining in ongoing employment (i.e. no notice of termination has been given) and in satisfactory service at the time of payment.

12.4 Allowances

12.4.1 On-call allowance

- a) An Employee rostered by Origin to be available to respond to a call out will be entitled to be paid an on-call allowance as specified in Table 2 of Appendix 1.
- b) If an Employee is required to leave home to attend for work in response to a call out after ordinary hours, they will be entitled to be paid for the period of the call out at the appropriate overtime rate with a minimum payment for 4 hours.
- c) If an Employee is called out on more than 1 occasion within the 4 hour minimum period, no additional payment will be made in respect of a subsequent call out provided that the Employee is back at home within the 4 hour minimum period.

12.4.2 First aid allowance

An Employee who is the holder of a Senior First Aid Certificate and who has been appointed by Origin to perform first aid shall be paid a first aid allowance of the amount specified in Table 2 of Appendix 1 of this Agreement, in addition to the Employee's ordinary rate during such appointment.

12.4.3 Leading hand allowance

Employees appointed as leading hands shall be paid the amount specified in specified in Table 2 of Appendix 1 of this Agreement, in addition to their ordinary rate of pay.

12.4.4 HIAB cranes (or similar) allowance

Drivers of vehicles equipped with side stacking or side loading devices, HIAB or similar type cranes, or any similar type of mechanical lifting device (excluding rear-lift tailgates), shall be paid the amount specified in Table 2 of Appendix 1 of this Agreement on the day/s on which the Employee is directed by Origin to use the equipment in the performance of their duties.

12.4.5 Different start or finish location

An Employee who, on any day, is required by Origin to start work at a place other than the usual site or other agreed starting place, shall be in attendance at such place at the time stipulated by Origin, ready to commence work. The Employee shall be paid at ordinary rates (except on Sundays and public holidays when the rate shall be time and one-half) for all time the Employee reasonably spends travelling to and from such place that exceeds the time they would normally spend travelling between their home and their usual site or agreed starting place. The Employee shall also be paid any fares reasonably incurred in excess of the fares the Employee would normally incur in travelling between their home and usual site or agreed starting place.

12.4.6 Travel during ordinary hours

Employees will be paid at ordinary rates (except on Sundays and public holidays when the rate shall be time and one-half) for all time spent travelling during ordinary working hours in connection with their work.

12.4.7 Travel outside of ordinary hours

Employees will be paid at ordinary rates (except on Sundays and public holidays when the rate shall be time and one-half) for all time spent travelling outside working hours in connection with their work. Travelling referred to in this subclause shall mean travelling either by train, boat or other conveyance and shall not include travelling by an Employee between the Employee's home and Origin's site or other agreed starting place.

12.4.8 Overnight stays

- a) Origin will provide reasonable accommodation in accordance with Origin policies for Employees who are required by Origin to travel in connection with work which necessitates their absence from home overnight.
- b) Where a suitable meal is not provided to the Employee for dinner, breakfast or lunch (if applicable), the Employee shall be paid a meal allowance in accordance with Table 2 of Appendix 1 of this Agreement in respect of each occasion on which the suitable meal is not provided.

12.4.9 Special provisions for weekend or public holiday travel

An Employee who is required by Origin to spend a Saturday, Sunday or a public holiday away from the Employee's home but who is not required to work on such days, shall be paid, in addition to the amount due to the Employee in accordance with the provisions of this clause, the amount specified in Appendix 1 for each day the Employee is required to spend away from the Employee's home. The said amount is to compensate the Employee for any additional expense and for any inconvenience and/or disability the Employee might incur by being required to spend such days away from the Employee's home.

12.4.10 Entitlement to allowance when absent from duty

An Employee shall not be entitled to an allowance under this clause 12.4 for any working day on which the Employee is absent from duty, except in cases of sickness, authorised leave or for any reason beyond the Employee's own control.

13. Hours of work

13.1 Ordinary Hours of Work

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

- a) 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.
- b) **Day Work** ordinary hours shall be worked between 5.00 am – 6.00pm, Monday to Friday inclusive.
- c) **Shift workers** are covered by clause 15.

13.2 Meal break

- a) Employees performing Day Work are entitled to one unpaid meal break of 30 minutes each shift. The meal break should be taken at a mutually convenient time, usually no earlier than 3.5 hours or later than 5.5 hours after the start of the shift and be in accordance with fatigue guidelines and the *Heavy Vehicle National Law* (NSW) 2013.
- b) Employees performing Day Work are entitled to a longer rostered unpaid meal break of up to 60 minutes by mutual agreement with Origin. Employees should provide at least 2 weeks' notice if they wish to have a longer unpaid meal break rostered.

13.3 Rest breaks

An Employee is entitled to take 1 paid rest period of 15 minutes each day at a time agreed between the Employee and Origin.

13.4 Overtime Crib Breaks

13.4.1 Crib Breaks and Meal Allowance

An Employee who is required to work overtime on any weekday for a period of 2 hours or more after the Employee's normal finishing time:

- a) shall be allowed a paid crib break of 20 minutes no later than 5 hours after the end of the Employee's lunch break; and
- b) shall be paid a meal allowance of the amount specified in Table 2 of Appendix 1.

13.4.2 Recall crib breaks

An Employee who on any weekday is recalled to work after having finished work for the day or who is called upon to work before their normal starting time and where such work does not continue up to their normal starting time, shall be allowed a paid crib break of 20 minutes for each 5 hours worked, calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

13.4.3 Weekend or public holiday crib breaks

- a) An Employee required to work overtime on a Saturday, Sunday or public holiday shall be allowed a paid crib break of 20 minutes for each 5 hours worked, calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- b) An Employee may instead be allowed a 30 minute paid meal break for lunch, in lieu of the crib break referred to above, if they are required to work for a period of 8 hours between the hours of 7.00 a.m. and 5.30 p.m. on a Saturday, Sunday or public holiday.

13.5 Work on Public Holidays

- a) An Employee (Day Worker), other than a Casual Employee, who performs work during ordinary hours on a public holiday will be paid for such hours at the following rates, in addition to the ordinary hourly rate of pay:

Good Friday and Christmas Day	200% of the ordinary hourly rate
Public holiday other than Good Friday and Christmas Day	150% of the ordinary hourly rate

- b) A casual employee (Day Worker) who performs work during ordinary hours on a Good Friday or Christmas Day, will be paid at the rate of triple time and in addition, a separate loading of 25%. A casual employee who performs work on any other public holiday, will be paid double time and a half and in addition, a separate loading of 25%.

14. Overtime

- a) Overtime for hours worked in excess of 7.6 hours per day or an average of 38 hours per week Monday to Friday (inclusive) or outside the spread of ordinary hours in clause 13.1 will be paid at the rate of time and a half for the first 2 hours and double time thereafter.
- b) Hours worked in excess of the agreed hours of a part-time Employee, will be paid at the rate of time and a half for the first 2 hours and double time thereafter.
- c) An Employee (Day Worker) required to work overtime on a Saturday shall be paid at the rate of time and a half for the first 2 hours and double time thereafter for all time worked, with a minimum payment of 4 hours at the appropriate rate of pay, whether the Employee works for that period of time or not.
- d) An Employee other than an Employee working on ordinary shift who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.
- e) An Employee required to work overtime on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of 4 hours at the appropriate rate of pay, whether the Employee works for that period or not.
- f) An Employee recalled for work shall be guaranteed and shall be paid for at least 4 hours work for each start at the appropriate rate of pay. This clause shall also apply to any Employee called upon to work before their normal starting time, and whose overtime work does not continue up to such starting time.
- g) An Employee (Day Worker), other than a Casual Employee, who performs overtime on a public holiday will be paid for such hours at the following rates:

Good Friday and Christmas Day	300% of the ordinary hourly rate
Public holiday other than Good Friday and Christmas Day	250% of the ordinary hourly rate

- h) A casual employee (Day Worker), who performs overtime on a Good Friday or Christmas Day, will be paid at the rate of triple time and in addition, a separate loading of 25%. A casual employee who performs work on any other public holiday, will be paid double time and a half and in addition, a separate loading of 25%.
- i) For the purpose of the computation of overtime each day shall stand alone, provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.

14.1 Limitation of overtime

- a) Except in the case of accidents or circumstances over which Origin has no control, an Employee shall not work and Origin shall not require an Employee to work more than a total of 20 hours overtime in any week exclusive of unpaid intervals allowed for meals, unless agreed to by both Origin and the Employee.
- b) An Employee, other than one on shift work, who is required to work for a continuous period amounting to 12 hours or more from the time of commencing work, shall be entitled to be absent from work until the Employee has had 10 consecutive hours off duty. Should the said 10 hour absence from work or any part thereof coincide with the Employee's ordinary hours of work, the Employee shall be paid at ordinary rates for the time which falls within the Employee's ordinary hours of work.

14.2 Time off in lieu of payment for overtime

- a) An Employee may elect, with the consent of Origin, to take time off in lieu of payment for overtime at a time or times agreed with Origin within 12 months of the election. Where no election is made in accordance with this clause, the Employee shall be paid overtime rates in accordance with this Agreement.
- b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- c) If, having elected to take time off in lieu in accordance with clause 14.2, and the time off is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination of employment.

15. Shift Work

15.1 Definitions

- a) **Early Morning Shift** means a shift to which an absolute majority of permanent Employees have agreed by vote may be worked at the yard or depot and which commences at or after 4.00 a.m. and before 7.00 a.m.
- b) **Afternoon Shift** means a shift which finishes after 6.00 p.m. and at or before midnight.
- c) **Night Shift** means a shift which finishes after midnight and at or before 8.00 a.m.
- d) **Alternate Night/Afternoon Shift** means a shift which alternates between Night Shift, Afternoon Shift and Day Work or any combination of them.
- e) **Shift Work** means work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "AfternoonShift" or "Night Shift".

15.2 Full-time Employees

- a) The hours of work of full-time Employees on Shift Work shall be an average of 38 per week in accordance with clause 13, provided that Employees may be rostered to work Shift Work over 5 days within a 6 or 7-day spread with 2 consecutive days off.
- b) There shall be a shift roster, which shall provide for rotation unless otherwise agreed between Origin and the Employee.
- c) Such shift roster shall specify the commencing and finishing times of arranged ordinary hours of respective shifts. A copy of such shift roster shall be kept in a prominent place. Such roster having been fixed may be varied:
 - I. by agreement between Origin and the Employee affected to suit the circumstances of the establishment, or
 - II. in the absence of such agreement, by 7 days' notice of such alteration given by Origin to the Employee affected; or
 - III. in the case of changes necessitated by circumstances outside the control of Origin, by 24 hours' notice. Day workers may be transferred to Shift Work by 7 days' notice given by Origin to the Employee or, in cases where sudden or unforeseen circumstances make the change necessary, by 24 hours' notice.

15.3 Shift Allowances

- a) For **ordinary hours of Shift Work**, shift workers shall be paid the following extra percentages of the rates or their respective classifications:

Early Morning Shift	12.5%
Permanent Afternoon Shift	17.5%
Permanent Night Shift	30%

- b) **Alternate Night/Afternoon Shift:**

When on Afternoon Shift	17.5%
When on Night Shift	30%

- c) **Shifts which rotate with Day Work:**

When on Afternoon Shift	15%
When on Night Shift	20%

- d) Shift Workers rostered on a shift the **major portion** of which is performed on a Saturday, Sunday or a public holiday shall be paid as follows:

Saturday	at the rate of time and a half
Sunday	at the rate of double time
Public Holidays	at the rate of double time and a half

- e) The penalty rates prescribed by subclause d) for work on a Saturday, Sunday or a public holiday shall be payable instead of the shift allowances prescribed in 15.3 a) to c).
- f) Notwithstanding anything contained in this clause, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

15.4 Overtime for shift workers

- a) For all time worked outside or in excess of the arranged ordinary shift hours or a changed roster pursuant to clause 15, shift workers shall be paid at time and a half for the first 2 hours and double time thereafter. Provided that where the major portion of a shift falls on a Sunday or a public holiday, all overtime shall be paid at the rate of double time.
- b) Employees who are required to return to work prior to a 10 hour break being taken following completion of their shift, will be paid at the rate of double time for all hours worked, until a 10 hour break can be taken.

15.5 Shift Work - Casual Employees

- a) Casual Employees may be engaged on Shift Work on less than 38 hours per week and must be paid a minimum payment of 4 hours per shift.
- b) Casual shift workers shall be entitled to the appropriate shift allowance as provided for in clauses 15.3 a) to e), plus a separate 25% loading.
- c) Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in clause 15.4.
- d) Casual shift workers who work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid at the appropriate rates provided for in clause 15.3(d) and in addition, a separate loading of 25%, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in clauses 15.3 a) to c).
- e) After a maximum of 5 hours work a casual shift worker working Early Morning, Afternoon or Night Shift shall be entitled to paid crib time of 20 minutes.

15.6 Crib times for shift workers

- a) All shift workers whilst working on Early Morning, Afternoon or Night Shift shall be entitled to a paid crib time of 20 minutes.
- b) Crib time on any shift shall be at a time fixed by Origin and shall not be varied except in an emergency, provided that an Employee shall not be required to work more than 5 hours without a crib break.

16. Classification definitions

Appendix 1 sets out the wage rates for Employees covered by the Agreement. Set out below are the definitions of each classification of Employees in Appendix 1.

Classification in Appendix 1	Indicative tasks and expectations of Classifications
Hose Person (or) Terminal Operator Level 1	Qualified to be a terminal operator filling cylinders or hose person
Cylinder Exchange Driver (or) Terminal Operator Level 2	<p>Qualified to drive a Cylinder Exchange Truck (or) a Terminal Operator certified to retest cylinders unsupervised and willing to work towards being multiskilled in at least 4 of the below tasks -</p> <ul style="list-style-type: none"> • Completing Work Orders • Driving and delivering cylinders • Fill Cylinders • Test Cylinders • Forklift • DG training for MR • Terminal Workorders • Permit Holder
Senior Terminal Operator	<p>Qualified to be a terminal operator or hose person PLUS multiskilled in at least 3 of the below tasks unsupervised:</p> <ul style="list-style-type: none"> • Certified to perform fire tests • S&I duties/customer site inspections • Compliance duties • Test Cylinders • Completing Work Orders <p>Willing to work towards or already competent in:</p> <ul style="list-style-type: none"> • DG Licence • Forklift Ticket • MR/HR Licence
Rigid Driver Level 1	Qualified to drive a Rigid truck with a MR or HR Licence and DG Licence
Rigid Driver Level 2	<p>Qualified to drive a Rigid truck with a MR or HR Licence and DG Licence PLUS Multiskilled in at least 4 of the below tasks:</p> <ul style="list-style-type: none"> • Fill Cylinders • Test Cylinders • Forklift Ticket • Completing Work Orders • Completing Driver Site Reports • Certification to Open and Close Terminal
Articulated Driver Level 1	Qualified to drive an Articulated truck with a HC Licence and DG Licence
Articulated Driver Level 2 (or) B Double Driver	<p>Driver of a B Double (or) Qualified to drive an Articulated truck with a HC Licence and DG Licence PLUS multiskilled in at least 4 of the below tasks:</p> <ul style="list-style-type: none"> • Fill Cylinders • Test Cylinders • Forklift Ticket • Completing Work Orders • Completing Driver Site Reports • Certification to Open and Close Terminal

17. Mixed functions

An Employee required by Origin to work for less than 2 hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time worked and when required to work for 2 hours or more a day on such work, the Employee shall be paid at the higher rate for the whole day's work.

18. Public holidays

- a) Employees are generally entitled to a day off on a public holiday. However, in order to meet the operational requirements of Origin, Employees may be requested to work on public holidays in accordance with section 114 of the Act. Employees who perform Shift Work will be requested to work on a public holiday where such day falls on a day on which the Employee is normally rostered to work in accordance with section 114 of the Act.
- b) If an employee is absent from work on a day or part-day that is a public holiday, they will be entitled to receive payment at the ordinary hourly rate for the ordinary hours scheduled for that day.
- c) Public holidays will be those days that are proclaimed or declared from time to time as a public holiday under applicable legislation, to be observed in the locality of the Employee's place of work. Where a day is declared as a substitute public holiday, the substitute public holiday will apply in lieu of the public holiday.
- d) The following are public holidays:
 - 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Monday;
 - 25 April (Anzac Day);
 - the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day); and
 - any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- e) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection 18c), then the substituted day or part-day is the public holiday.
- f) Origin and an individual Employee may agree to substitute a rostered day which falls on a public holiday, prescribed in this clause, with another day.

19. Annual leave

- a) Employees are entitled to 4 weeks' paid annual leave for each year of service. Annual leave accrues progressively based on an Employee's ordinary hours of work and is cumulative.
- b) Employees who are 7-day shift workers who are regularly rostered to work on Sundays and public holidays, are "shift workers" for the purposes of the NES and are entitled to an additional week of annual leave.
- c) Employees may take annual leave at a time authorised by Origin. Origin will attempt to agree with the Employee on mutually convenient times for the taking of annual leave, subject to the operational requirements of the business. Origin will not unreasonably refuse an Employee's request to take annual leave.
- d) Employees are encouraged to take their annual leave within a reasonable time after leave accrues. Origin may require an Employee to take a period of annual leave if the requirement is reasonable. For example, this may include where an Employee has accrued excessive annual leave or if Origin decides to shut down the business (or a part of the business) for a period of time.
- e) A period of annual leave will be taken not to include a day or part day that would be a public holiday which falls during the period of annual leave, or a period of personal or compassionate leave or community service leave (subject to the Employee complying with the applicable notice and evidence requirements set out in this Agreement).

19.1 Annual leave loading

An Employee will be paid annual leave loading of 17.5 % in respect of any period of annual leave.

19.2 Cash out of annual leave

- a) Employees may request to cash out an amount of accrued annual leave provided that the Employee retains an accrued entitlement of at least 4 weeks annual leave after cashing out.
- b) If an Employee wishes to cash out accrued annual leave, the Employee must provide Origin with a written request to do so with respect to each instance of cashing out of accrued annual leave. Origin may, at its discretion, authorise the Employee to cash out the requested amount of accrued annual leave. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing by Origin and the Employee.
- c) If Origin authorises the Employee to cash out annual leave, the Employee will be entitled to be paid in lieu of the amount of annual leave that is no less than the amount the Employee would have received had they taken the leave. The amount of annual leave that is foregone will then be deducted from the amount of accrued annual leave that is credited to the Employee.

20. Personal leave

20.1 Entitlement

- a) Full-time Employees are entitled to 10 days of paid personal/carer's leave for each year of service, pro-rated for part-time Employees. The 10 days of personal/carer's leave is calculated as 1/26th of an Employee's ordinary hours of work in year. Personal/carer's leave accrues progressively based on an Employee's ordinary hours of work and is cumulative.
- b) Personal/carer's leave may be used:
 - I. for **paid sick leave** purposes, when the Employee is not fit for work because they are sick or injured;
 - II. for **paid carer's leave** purposes, to provide care or support to a member of their Immediate Family, or a member of their household, who requires care or support because of:
 - i. a personal illness, or injury, of the member; or
 - ii. an unexpected emergency affecting the member.
- c) A period of paid personal/carer's leave will be taken not to include a day or part day that would be a public holiday which falls during the period of personal leave.
- d) A Casual Employee, or an Employee who has exhausted their paid personal leave entitlement, is entitled to up to 2 days unpaid carer's leave for each occasion where the Employee needs to provide care or support to a member of their Immediate Family or household because of illness, injury or an unexpected emergency affecting that person.

20.2 Notice and documentation requirements

- a) If an Employee is unable to commence work on any working day due to sickness, or because the Employee needs to provide care or support for a member of their Immediate Family or household, or for any other reason, the Employee must directly contact their Supervisor or Manager as soon as reasonably practicable (which may be after the start of the shift), and if possible before the start of normal work. The Employee should where possible indicate the anticipated duration of the absence.
- b) Employees will be allowed 2 days of sick leave each year without a medical certificate or statutory declaration being required. For all additional sick leave absences, to qualify for paid sick leave. Employees will be required to provide a medical certificate, or other reasonable evidence reasonably required by Origin. The required document must specify that the Employee was unfit for work, state the reason for the absence and cover the full length of the absence.
- c) To qualify for paid carer's leave, Employees may be required to provide reasonable evidence reasonably required by Origin that specifies the illness, injury or unexpected emergency affecting the person concerned, and that the Employee was required to provide care.

21. Compassionate leave

- a) Employees, other than Casual Employees, will be entitled to a maximum of 2 rostered days of paid compassionate leave on each permissible occasion where the following circumstances apply:
 - I. to spend time with a member of their Immediate Family or household who:
 - i. contracts or develops a personal illness that poses a serious threat to their; or
 - ii. sustains a personal injury that poses a serious threat to their life;
 - iii. after the death of a member of their Immediate Family or household;
 - iv. a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - v. the Employee, or the Employee's current spouse or current De Facto Partner, has a miscarriage.
- b) An employee may take compassionate leave in circumstances outlined above as
 - I. a single continuous 2 day period; or
 - II. 2 separate periods of 1 day each; or
 - III. any separate periods to which the Employee and Origin agree.
- c) In granting compassionate leave, Origin may request satisfactory evidence be provided by the Employee in order for payment to be made.
- d) Casual Employees are entitled to compassionate leave in accordance with this clause on an unpaid basis.
- e) Extended compassionate leave may be granted at the discretion of the relevant General Manager.

22. Long service leave

- a) Long service leave will accrue at the rate of 13 weeks for 10 years' service and 1.3 weeks per year thereafter. Subject to the terms of this Agreement, applicable legislation will otherwise apply in relation to all other terms and conditions in relation to long service leave. 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.
- b) Long service leave should be taken within 4 years of becoming due. If leave accrues in excess of 20 weeks Origin may, with 3 months' notice, allocate leave to be taken.
- c) Periods of unpaid leave, other than for reason of injury or illness, do not count towards service for the purpose of leave accruals unless provided otherwise in applicable legislation.

23. Parental leave

Parental leave will be provided in accordance with the minimum entitlements in the NES and any additional entitlements in Origin's policies.

24. Jury service

- a) An Employee, other than a Casual Employee, who is required to attend for jury service during ordinary working hours, will be granted leave in respect of ordinary time that would have otherwise been worked. The Employee will be entitled to be reimbursed by Origin an amount equal to the difference between the amount/s paid for jury service attendance and the amount the Employee would receive for the ordinary time that would have otherwise been worked by the Employee during the period of the jury service.
- b) The Employee will notify Origin as soon as possible of the date the Employee is required to attend for jury service and will be required to provide satisfactory evidence of the duration of attendance, the amount of jury service pay paid or payable to the Employee and, if required, that the Employee has taken necessary steps to obtain any amount of jury service pay to which they are entitled for such jury service.
- c) Casual Employees will be entitled to unpaid leave for the period of jury service and will be required to notify Origin as soon as possible of the date the Employee is required to attend for jury service and will be required to provide satisfactory evidence of the duration of attendance.

25. Community service leave

- a) Where an Employee engages in an eligible community service activity, excluding jury service, they are entitled to take unpaid leave for the reasonable duration of the activity, provided that the Employee's absence is reasonable in the circumstances. An 'eligible community service activity' includes the carrying out of voluntary emergency management activities, and other activities prescribed in the applicable legislation.
- b) Employees will be required to give Origin notice of an absence for an eligible community service activity under this clause and must advise Origin of the period or expected period of the absence. Origin may also require satisfactory evidence of the Employee's participation in the relevant activity for which leave is requested.

26. Family and Domestic Violence Leave

Family and Domestic Violence leave will be provided in accordance with the minimum entitlements in the NES.

27. Make-up time

An Employee may elect, with the consent of Origin, to work "make-up time", under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay or applicable shift work rate which would apply to the hours taken off.

28. Superannuation

Origin will meet its obligations under applicable superannuation guarantee legislation (currently, the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992*), as amended from time to time, by making superannuation contributions to at least the superannuation guarantee level as specified in that legislation.

29. Individual flexibility arrangement

- a) In accordance with the Act, an Employee and Origin can agree to an individual flexibility arrangement in order to meet the genuine needs of the Employee and Origin.
- b) An individual flexibility arrangement made under this clause must:
 - I. be genuinely agreed to by the Employee and Origin;
 - II. result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to; and
 - III. be about matters that would be permitted matters and not include unlawful terms within the meaning of the Act.
- c) An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- d) An individual flexibility arrangement may vary the effect of one or more of the following terms of this Agreement:
 - I. arrangements about when work is performed;
 - II. overtime rates;
 - III. penalty rates;
 - IV. allowances; and
 - V. leave loading.
- e) Origin must ensure that an individual flexibility arrangement is in writing, includes the name of the Employee and Origin and be signed by the Employee and Origin. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee. A copy will be provided to the Employee within 14 days after it is agreed to.

- f) An individual flexibility arrangement under this clause must set out:
- I. the terms of this Agreement that will be varied by the arrangement;
 - II. how the arrangement will vary the effect of the terms;
 - III. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
 - IV. the day on which the arrangement commences; and
 - V. that the arrangement can be terminated by either the Employee or Origin giving a specified period of written notice of not more than 28 days, or at any time by written agreement between the Employee and Origin.

30. Limitations of driving hours

The provisions of the *Heavy Vehicle National Law (NSW)* applies to drivers covered by this Agreement. Employees who are drivers of heavy vehicles must comply with the requirements of the Heavy Vehicle National Law, as amended from time to time, including the requirement not to work more than the maximum work requirement set out in Chapter 6 of the *Heavy Vehicle National Law*. For the purposes of this clause, a “heavy vehicle” means a motor vehicle (except a bus or tram) with a GVM over 12 tonnes or a motor vehicle (except a bus or tram) that is part of a combination, if the total of the GVMs of the vehicles in the combination is over 12 tonnes.

31. Fitness for work

- a) Employee health and safety at work is very important to Origin. This is why Origin conducts pre- employment medicals and medical examinations during employment. Such examinations assess whether Employees can perform the inherent requirements of their role and do so without endangering their health and safety or the health and safety of others in the workplace. Employees must comply with any request to undergo a medical examination to determine fitness for work.
- b) Employees agree that the doctors who conduct such medical examinations will provide a report on an individual Employee's fitness for work to Origin. Origin will ensure medical reports are kept confidential and will retain the reports securely.


32. Training


- a) 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.
- b) Where an Employee is required to possess a licence to operate a vehicle carrying dangerous goods (as defined in the Australian Code for the Transport of Dangerous Goods by Road and Rail), training, licence fees and medical costs will be reimbursed by Origin.

33. Remedying overpayments

Where an Employee is overpaid or paid monies that they are not entitled to, Origin may notify the Employee that they are required to repay these amounts. To the extent permitted by law, the Employee agrees to reasonably cooperate with Origin to arrange for such issues to be promptly rectified.

34. Signatories

SIGNED on behalf and with the authority of Origin by:	
Signature of authorised person	
Full name	Michael Kinnell
Address	Origin terminal -26 Pembury Road, Minto NSW 2566
Explanation of Authority	Regional Manager NSW
Position Title	Regional Customer Solution & Delivery Manager NSW

SIGNED by a representative of the Employees covered by this Agreement:	
Signature of authorised person	
Full name	Adam Ridley
Address	Origin Terminal Hinkler Rd Tamworth 25 Hinkler Road, Tamworth NSW 2340
Explanation of Authority	Employee Representative
Position Title	Tanker Driver

35. Appendix 1 – Wages and Allowances Schedule

Table 1 – Wage Rates

Classification		Effective from first full pay period commencing on or after:			
		6 August 2024	5 August 2025	5 August 2026	5 August 2027
Hoseperson (or) Terminal Operator Level 1	Hourly	\$ 31.31	\$ 32.41	\$ 33.38	\$ 34.21
	Weekly	\$ 1,189.78	\$ 1,231.42	\$ 1,268.36	\$ 1,300.07
Cylinder Exchange Driver (or) Terminal Operator Level 2	Hourly	\$ 33.44	\$ 34.61	\$ 35.65	\$ 36.54
	Weekly	\$ 1,270.72	\$ 1,315.20	\$ 1,354.65	\$ 1,388.52
Senior Terminal Operator	Hourly	\$ 34.99	\$ 36.21	\$ 37.30	\$ 38.23
	Weekly	\$ 1,329.62	\$ 1,376.16	\$ 1,417.44	\$ 1,452.88
Rigid Driver Level 1	Hourly	\$ 33.44	\$ 34.61	\$ 35.65	\$ 36.54
	Weekly	\$ 1,270.72	\$ 1,315.20	\$ 1,354.65	\$ 1,388.52
Rigid Driver Level 2	Hourly	\$ 33.82	\$ 35.00	\$ 36.05	\$ 36.96
	Weekly	\$ 1,285.16	\$ 1,330.14	\$ 1,370.04	\$ 1,404.30
Articulated Driver Level 1	Hourly	\$ 34.99	\$ 36.21	\$ 37.30	\$ 38.23
	Weekly	\$ 1,329.62	\$ 1,376.16	\$ 1,417.44	\$ 1,452.88
Articulated Driver Level 2 (or) B Double Driver	Hourly	\$ 37.37	\$ 38.68	\$ 39.84	\$ 40.83
	Weekly	\$ 1,420.06	\$ 1,469.76	\$ 1,513.85	\$ 1,551.70

Table 2 – Allowances

Allowance	Current	Effective from first full pay period commencing on or after:			
		6 August 2024	5 August 2025	5 August 2026	5 August 2027
On-Call Allowance (per week)	\$ 241.35	\$ 249.80	\$ 258.54	\$ 266.30	\$ 272.95
First Aid Allowance (per day)	\$ 3.26	\$ 3.37	\$ 3.49	\$ 3.60	\$ 3.69
HIAB Cranes allowance (per day)	\$ 7.70	\$ 7.97	\$ 8.25	\$ 8.50	\$ 8.71
Meal allowance (per occasion)	\$ 18.09	\$ 18.72	\$ 19.38	\$ 19.96	\$ 20.46
Public Holiday/weekend travel dislocation allowance (per day)	\$ 49.15	\$ 50.87	\$ 52.65	\$ 54.23	\$ 55.59
Leading hand allowance	\$100 per week	\$120.00 per week for the life of the agreement			

36. Appendix 2 – KPIs

KPIs under this Agreement for the period 1 July 2025 to 30 June 2028 as follows:

Value of KPI	KPI description
0.33%	1. 95% Scheduled deliveries achieved (LPG business wide target)
0.33%	2. EBITDA achieved (LPG business wide target)
0.33%	3. Terminal efficiency \$ per tonne achieved (LPG business wide target)