

ENTERPRISE AGREEMENT

NO: E.A. 44 /1996

DATE REGISTERED: 2-2-96

PRICE: \$ 18-00

ORION ENERGY

18/12/95

SALES & MARKETING SERVICES DIVISION

FIXED TERM CONTRACT EMPLOYEES

ENTERPRISE AGREEMENT

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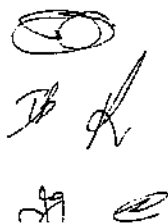


2) Title of Agreement

This agreement shall be known as the Orion Energy Sales & Marketing Services Division - Fixed Term Contract Employees Enterprise Agreement.

3) Parties to the Agreement and Coverage

- (a) The parties to this agreement are Shortland Electricity - trading as Orion Energy (hereinafter referred to as Orion Energy) and the individual employees specified in clause 15(b) being not less than sixty five (65%) of the employees specified in paragraph (b) of this clause who are employed by Orion Energy.
- (b) This agreement covers employees and intending employees who are employed as Sales Supervisory staff and who are on fixed term contracts of employment in the Sales & Marketing Services Division of Orion Energy.
- (c) This agreement is intended to wholly cover the conditions of employment of the employees covered by this Agreement other than those provided by the relevant statutes.
- (d) Nothing in this Agreement shall limit the application to any employee of any condition of employment that applies under the Industrial Relations Act 1991, or under any other Act irrespective of the provisions of an enterprise agreement.
- (e) The locations covered by this agreement are:
- (i) Main Showroom
409 Hunter, NEWCASTLE, NSW 2300
 - (ii) Maitland Showroom
22 St. Andrews Street, MAITLAND, NSW 2320
 - (iii) Cessnock Showroom
50 Vincent Street, CESSNOCK, NSW 2325
 - (iv) Muswellbrook Showroom
6 - 8 Market Street, MUSWELLBROOK, NSW 2333
 - (v) Scone Showroom
122 Kelly Street, SCONE, NSW 2337
 - (vi) Singleton Showroom
122 John Street, SINGLETON, NSW 2330
 - (vii) Dungog Showroom
117 - 119 Dowling Street, DUNGOG, NSW 2420
 - (viii) Warners Bay Showroom
Hillsborough Road, WARNERS BAY, NSW 2282



4) Rates of Pay

- (a) The minimum rates of pay for Sales & Marketing Services staff on Fixed Term contracts shall be:

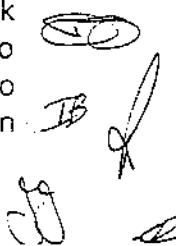
Trainee	-	\$274.00	(7.82 per hour)
Band 1	-	\$289.20	(8.26 per hour)
Band 2	-	\$461.60	(13.18 per hour)
Band 3	-	\$554.50	(15.84 per hour)
Band 4	-	\$593.80	(16.96 per hour)

- (b) The ranges specified and the rates contained within, subclause (a) above are total rates and are inclusive of amounts payable for Annual Leave Loading and Long Service Leave Loading under the Shortland County Council (Salaried & Professional Staff) Award.
- (c) Where approved overtime is worked over and above the average 35 hour week it shall be paid at a minimum of the employees ordinary rate of pay or at a higher rate that is agreed to between the Manager and employee or by the taking of time in lieu of overtime.
- (d) No additional allowances, other than those provided for in subclause (a) and (c) above shall be payable.
- (e) Salaries shall be paid weekly by means of electronic transfer into an employees nominated account with an approved financial institution.
- (f) The rates set out in paragraph (a) above shall be reviewed at least annually.
- (g) Reasonable out of pocket expenses incurred by individuals covered by the agreement shall, subject to approval by the Manager of the Sales & Marketing Services Division, be reimbursed; however such payment will not be made to an employee as part of their total remuneration package.
- (h) The parties acknowledge that the hourly rates specified in subclause (a) above are equal to or greater than the hourly rates applicable to the employees prior to the operation of this Enterprise Agreement.

5) Hours of Work

The ordinary hours of work under this agreement shall;

- (a) Be an average of 35 hours per week averaged over a 52 week period to be worked on a professional basis, as are necessary to fulfil the duties and responsibilities of the position, Monday to Saturday (Monday to Sunday in shops which may lawfully trade on Sundays).

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- (b) The hours of work as specified in subclause (a) above may generally be performed at a specified location within the region covered by Orion Energy's Sales & Marketing Services Division. However, at the request of the Manager - Sales & Marketing Services, employees covered by this agreement may be required to work or train at any locations as required by the Manager - Sales & Marketing Services.

6) Terms of Employment

- (a) The contract term for an employee shall be for a period of no less than three (3) months and no more than five (5) years.
- (b) Employees shall be subject to a probationary period of no more than twelve (12) months at the beginning of a new employee's term of employment. During the probationary period the employment can be terminated by one (1) weeks notice by either party.


7) Sick Pay

- (a) Employees covered by this agreement shall be entitled to ten (10) days sick leave on full pay for each year of service.

Additional sick leave may be granted at the discretion of the Sales & Marketing Services Manager.

- (b) On commencement of employment, an employee shall be credited with five (5) days sick leave. Thereafter, the balance of the per annum total as specified in Subclause (a), shall be credited, on a pro-rata basis, to an employee's sick leave entitlements every three months. Untaken sick leave shall accrue from year to year.
- (c) Any employee who had accumulated accruals of sick leave prior to 15 February 1993, and whose service is terminated for reasons other than serious misconduct, shall be paid a sum equalling 100 per cent of the cash value of such leave accumulated prior to 15 February 1993.

Sick Leave Accruals generated after 15 February 1993 will not be paid out on termination.

- (d) Payment for absence due to sick leave shall be subject to:
- (i) That notice is given in respect of such absence, to the Manager - Sales & Marketing Services, or any other designated person, within two hours immediately following the employees normal starting time, or, when the illness occurs during working hours, before ceasing time.
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- (ii) That for periods of absence in excess of one (1) day, medical certification or other proof satisfactory to the Manager - Sales & Marketing Services shall be provided, showing the necessity for, and probable duration of, such absence.

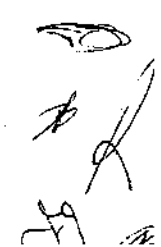
8) Leave

- (a) Annual Leave for employees covered by this agreement shall be in accordance with the Annual Holidays Act 1944.
- (b) Long Service Leave shall be in accordance with the Long Service Leave Act 1955.
- (c) Employees will be entitled to the benefits provided for under subdivision 3 - "Parental Leave" of Part 2 of the Industrial Relations Act 1991.
- (d) Employees covered by this Agreement may be granted up to two days Bereavement Leave, with pay, following the death of a relative or a person to whom the employee holds a close affinity to. Such leave shall be granted at the discretion of the Manager - Sales and Marketing Services Division, and shall not exceed beyond the day on which the funeral takes place.

9) Holidays

- (a) The days upon which the following holidays are observed shall be holidays under this agreement. New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Eight Hour Day, Queens Birthday, Christmas Day and Boxing Day, together with all proclaimed or gazetted public holidays for the State.

10) Disputes and Grievance Procedure

- (a) Whilst not precluding the right of any party to a dispute from proceeding under the provisions of the Industrial Relations Act 1991, the following procedures for the settlement of disputes, claims and grievances will be adopted and adhered to, so as to ensure that negotiations and consultation take place between the parties in an honest endeavour to arrive at a settlement by avoiding direct action which will or is liable to interrupt service to Orion Energy's customers or inhibit its ability to provide and maintain supply.
- (b) The following specific procedures will be adopted. Any dispute, claim or grievance involving this Agreement shall be dealt with as follows:
- (i) An employee, or group of employees, must first take the matter up with the Manager - Sales & Marketing Services.
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- (ii) Should the matter remain unresolved the dispute should then be taken to the Executive Manager Corporate Affairs.
- (iii) Should agreement not be reached after Stage (ii) of this procedure the Employee Relations Manager shall convene a meeting within five (5) working days of being notified.
- (iv) if agreement can not be reached after Stage (iii) of this procedure the matter shall be referred to the Chief Executive.
- (v) In the event of the dispute remaining unresolved, the matter in dispute to be referred to the appropriate tribunal.
- (vi) During all stages of the negotiations and including any hearings before an industrial tribunal, the status quo will be maintained by both/all parties and without prejudice to either party, work shall continue in accordance with the provisions of the Agreement. Status quo shall mean the state of affairs or circumstances in existence prior to the incident of incidents occurring which directly or indirectly results in the exercising of the Dispute Procedure.

11) Termination

- (a) The employment of an employee covered by this agreement may be terminated in the event of the following:
 - (i) By agreement in writing between the parties.
 - (ii) Without notice, in circumstances which would entitle an employer at Common Law to summarily dismiss an employee.
 - (iii) With one months notice by either party, or the payment of one months salary in lieu of notice.
 - (iv) At the expiration of an employees fixed term contract of employment.
 - (v) Where the employee is permanently appointed to another position within Orion Energy which is not covered by this agreement.
- (b) At least 3 months prior to the expiration of an employee's contract of employment, the parties to the contract shall confer with a view to reaching an agreement as to whether the employee shall be offered employment beyond the termination date, and if so, on what terms.



12) Flexible Arrangements

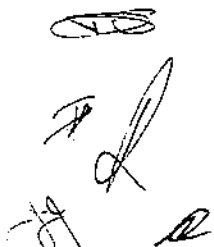
- (a) By mutual agreement, an employee and the Manager - Sales & Marketing Services may agree to other flexible working arrangements within the span of ordinary hours as part of this agreement.
- (b) Such individual agreements should be recorded in writing and be signed by both parties.
- (c) The intentions of such agreements should be to the mutual benefit of both parties and as a whole should not disadvantage an individual overall.

13) Term of Agreement

This agreement shall take effect from the beginning of the first pay period to commence on or after the date of registration by the Industrial Registrar and remain in force for a period of three (3) years.

14) Duress

The parties to this agreement confirm that it was not entered into under duress.

Handwritten signatures and initials at the bottom right of the page, including a large signature and several smaller initials.



(iii) Signature: Ian Baggs
 Print Name: IAN BAGGS
 Position: SALES REPRESENTATIVE
 Witness: [Signature]
 Date: 29/6/95

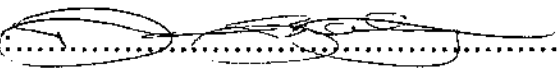

(iv) Signature: [Signature]
 Print Name: LOUISE MOUNTFORD
 Position: ACCOUNTS CLERK
 Witness: [Signature]
 Date: 29/6/95

(v) Signature: [Signature]
 Print Name: Ross Thomas
 Position: STORE
 Witness: [Signature]
 Date: 29/8/95

(vi) Signature:
 Print Name:
 Position:
 Witness:
 Date:



(vii) Signature: 
 Print Name: GRAHAM B. VERINNE
 Position: SALES MNGR
 Witness: 
 Date: 24/8/95

(viii) Signature: 
 Print Name: DARREN SEALEY
 Position: BRANCH SUPERVISOR
 Witness: 
 Date: 24.8.95

(ix) Signature:
 Print Name:
 Position:
 Witness:
 Date:

(x) Signature:
 Print Name:
 Position:
 Witness:
 Date: