

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA06/1

TITLE: **Energy Australia Professionals, Managers & Specialists
Enterprise Agreement 2005**

I.R.C. NO: IRC5/6535

DATE APPROVED/COMMENCEMENT: 13 December 2005 / 13 December 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/95.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by EnergyAustralia who fall within the coverage of the EnergyAustralia Award 2001.

PARTIES: Energy Australia -&- the Electricity Supply Professional Officers Association, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

**PROFESSIONALS, MANAGERS & SPECIALISTS
ENTERPRISE AGREEMENT 2005**

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• **TITLE**

This agreement is to be known as the EnergyAustralia Professionals, Managers & Specialists Enterprise Agreement 2005.

• **PARTIES**

The parties to this agreement are:

- ENERGYAUSTRALIA; and
- ASSOCIATION OF PROFESSIONAL ENGINEERS, MANAGERS AND SCIENTISTS, AUSTRALIA (NSW BRANCH); ELECTRICITY SUPPLY PROFESSIONAL OFFICERS' ASSOCIATION; AND THE FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES' UNION OF AUSTRALIA, NSW DIVISION, on behalf of the Employees concerned.

• **AREA, INCIDENCE AND DURATION**

- 3.1 The Agreement regulates the terms and conditions of employment and rates of pay for the Employees who are covered by this Agreement to the exclusion of EnergyAustralia's Award whilst this Agreement is in force. Where this agreement is silent, EnergyAustralia's Award conditions shall apply. If there is any inconsistency between this Agreement and the Award, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 3.2 The Agreement shall be made for a period of two years commencing from the date of approval by the New South Wales Industrial Relations Commission.
- 3.3 This Agreement shall operate to regulate the terms and conditions of employment wherever Employees covered by the Agreement are employed by EnergyAustralia from time to time.
- 3.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position, shall have their salaries and benefits adjusted in line with prevailing EnergyAustralia policy on salary maintenance.
- 3.5 No Employee shall be appointed or promoted to a position under this agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the Employer. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

• **DISPUTES AND GRIEVANCE RESOLUTION**

- 4.1 This clause refers to the Disputes and Grievance Resolution clause that appears in the EnergyAustralia Award 2004. Any changes to the aforementioned EnergyAustralia Award 2004 clause shall take effect in this Agreement.

• **SALARY**

- 5.1 Existing Employees covered by this Agreement shall be appointed to the pay-points set out below.
- | | |
|---------|------------|
| Level 1 | \$ 108,287 |
| Level 2 | \$ 114,452 |
| Level 3 | \$ 123,907 |

On 19 December 2005, employees covered by this agreement will receive base pay increases of 4.6%. The new rates of pay are set out below

Level 1	\$ 113,268
Level 2	\$ 119,717
Level 3	\$ 129,607

- 5.2 The salaries in (5.1) above are payable for all purposes and are inclusive of all allowances and hours of work other than:
- 5.2.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia policy and procedure.
- 5.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.
- 5.2.3 Those entitlements inferred under Clause 12 of this Agreement
- 5.3 Employees covered by this Agreement are not entitled to Union Picnic Day

• **SALARY ADJUSTMENT**

- 6.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Award 2004. The increases will also occur on the same date.
- 6.2 Those employees under this Agreement who receive a salary that is less than the nominated pay point for their respective level will have their salary increased to that level. New appointments to the Agreement will be employed at one of the pay points above according to the level of the position they are filling. The Manager's decision is final as to what pay point an employee is appointed to.
- 6.3 **PAYMENT OF REMUNERATION**
Salaries and Employee nominated fringe benefits will be paid fortnightly to those financial institutions nominated by the Employee (except in the case of hardship).
- 6.4 Employees covered by this agreement will be entitled to any increases in employer sponsored superannuation as outlined under the EnergyAustralia Award 2004

• **FRINGE BENEFITS**

- 7.1 Employees under this Agreement shall have access to fringe benefits on the basis of salary packaging arrangements. Any changes to fringe benefits tax (FBT) rates or method of calculation will be passed on to Employees immediately.
- 7.2 Salary Packaging is limited to the following items:
- Motor Vehicle/ s
 - Superannuation
 - Child Care
 - Health Benefits
 - Mortgage
 - Laptop Computer
 - Income Protection
 - Other benefits as may become available from time to time
- 7.2.1 Employees are responsible for meeting 100% of any FBT cost incurred through salary packaging.
- 7.2.2 Motor vehicle arrangements are subject to the conditions and provisions of EnergyAustralia's Motor Vehicle Policy.
- 7.3 All salary packaging arrangements must be prospective (ie. forward looking) and all arrangements must be provided in writing. Similarly, salary packaging arrangements may be revoked upon provision of written notice.

• **PERFORMANCE AGREEMENTS – PERFORMANCE / BONUS REVIEW**

- 8.1 The Employees in positions covered by this Agreement will be entitled to receive an agreed minimum remuneration in recognition of services for EnergyAustralia at an agreed standard. Further, those Employees shall be entitled to receive additional remuneration for performance determined by reference to key result targets.
- 8.2 Each year, Employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key result areas / targets that the Employees will be measured against as part of their annual performance review.
- 8.3 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas / targets will relate.
- 8.4 The formal performance review will be held in July / August of each year and will be linked to the performance management system of EnergyAustralia.
- 8.5 The Employee's performance for the year will be assessed against the achievement of these agreed key result areas / targets. Each Performance Agreement will specify the level of achievement / performance and dependent on the Employee's performance may result in the payment of additional performance based remuneration to the Employee.
- The performance-based remuneration will be determined by weighting based on company, divisional and individual performance criteria. Those performance targets will be agreed between the Employee and the Manager at the time of setting the Employee's performance key result areas/targets.
- 8.6 Each Performance Agreement will provide access to the performance-based remuneration where the Employee exceeds nominated performance targets.
- 8.7 The maximum remuneration for any year will be determined according to the Employee's performance based remuneration. The amount paid will depend on the Employee's performance against established targets and key result areas as agreed between the Employee and their Manager.
- 8.8 The maximum performance based bonus achievable is set at 10% of base salary.
- 8.9 Completed agreements must be submitted for registration with the Senior Manager and Enterprise Agreement Administrator at the beginning of each bonus assessment year; being 1 July - 30 June.
- 8.10 Employees may elect to have their bonus payments deferred up to a maximum of 12 months.

9. PROFESSIONAL, MANAGER & SPECIALIST

- 9.1 A "Professional, Manager & Specialist" Employee is an Employee designated by the Divisional General Manager as such.
- 9.2 An Employee designated as a Professional, Manager & Specialist may enter into an individual employment contract with EnergyAustralia.
- 9.3 This Agreement will only apply to a Professional, Manager & Specialist contract Employee for the following:
- Annual Leave
 - Sick Leave
 - Long Service Leave
 - Parental Leave
 - Personal / Carer's Leave
 - Compassionate / Bereavement Leave
 - Career Break
 - Miscellaneous Employment Conditions
- 9.4 EnergyAustralia will disclose the other terms of Professional, Manager & Specialist employment contracts to the Agreement parties on a commercial in confidence basis. The parties may discuss the content and operation of the arrangements from time to time.

- 9.5 The employment contract for Professional, Manager & Specialist Employees will include provisions in relation to:
- Remuneration and Remuneration Review Mechanism
 - Motor Vehicle/ s
 - Bonuses
 - Superannuation
 - Remuneration packaging
- 9.6 Remuneration and the remaining conditions for Professional, Manager & Specialist Contract Employees will be contained within the individual contracts and have no connection with this Agreement or any other Award covering EnergyAustralia.
- 9.7 Existing Employees of EnergyAustralia will have the option to remain on the Professionals, Managers & Specialists Enterprise Agreement, or accept promotion to the relevant Enterprise Agreement with coverage of the position. The Enterprise Agreement remuneration level for Professional, Manager & Specialist positions will be identified in position advertisements for all internally advertised positions and will be advised on inquiry to internal applicants who are applying for externally advertised positions.

10. INDIVIDUAL VARIATIONS

- 10.1 Whilst based upon a collectively bargained Agreement, the Parties to this Agreement recognise that each of the positions covered by it are and will increasingly become, individually specialised and that Employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the Parties.
- 10.2 As part of this Agreement an individual will have the option to vary his or her remuneration and conditions of employment by agreement with the Employer once during the term of this Agreement, provided that the Employee is not disadvantaged when his or her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. This shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 10.3 All such variations agreed between the Employer and the Employee will be notified to the industrial organisation of which the Employee is a member on a commercial in confidence basis.
- 10.4 All variations will expire upon the expiration of this Agreement.
- 10.5 Any disputes, claims or grievances regarding variations will be subject to Clause 4 Disputes and Grievance Resolution of this Agreement.
- 10.6 The Parties agree that by 30 June 2006 a guide will be developed to assist in the application of this clause.

• HOURS OF WORK

- 11.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working 8 hours per day over a five-day week.
- 11.2 Employees under this Agreement are not entitled to Rostered Days Off.

• OVERTIME

- 12.1 Overtime will only be paid with the approval of the relevant General Manager (or their delegate). Where it is paid, overtime will be paid in accordance with the provisions of the EnergyAustralia Award
- 12.2 The Employee and the Manager may agree to time off work without deduction from salary for other than incidental overtime.

• DUTIES AS DIRECTED

The relevant General Manager may direct Employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to

time provided that the duties are within the Employee's skill, competence and training, satisfy any relevant professional code of ethics and do not pose a substantial risk of death or personal injury to any person.

- **MULTI-SKILLING OF POSITIONS**

The Parties to this Agreement acknowledge that the interests of EnergyAustralia can be enhanced by the redesign of specific positions and that multi-skilling may be appropriate.

All Employees covered by this Agreement may be required by the Employer to undertake a reasonable and necessary level of training to facilitate the Employee in question being able to perform more and/or different functions and duties than he or she may have performed in the past. This requirement shall be commensurate with, and have regard to the Employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

- **ACTING IN POSITIONS**

- 15.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall be paid the salary for the position at the appropriate level of remuneration and shall work in accordance with the conditions of this Agreement while acting. Award Employees who act in an Enterprise Agreement position will not be entitled to either take or accrue rostered days off during the period of so acting.
- 15.2 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.
- 15.3 Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said Senior Contract position or their current rate, whichever is the greater. General Managers / Managers may review and set the higher-grade rate where applicable.
- 15.4 If an Employee takes any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.

- **ANTI-DISCRIMINATION**

- 16.1. It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of, race (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 16.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4. Nothing in this clause is to be taken to affect:
 - 16.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation
 - 16.4.2. offering or providing junior rates of pay to persons under 21 years of age;
 - 16.4.3. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 16.4.4. a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 16.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

EXECUTION CLAUSE

EXECUTED as an agreement.

SIGNED for and on behalf of)
ENERGYAUSTRALIA:)
)

Signatory

Print Name

Witness

Print Name

SIGNED for and on behalf of **ASSOCIATION OF**)
PROFESSIONAL ENGINEERS, MANAGERS)
AND SCIENTISTS, AUSTRALIA (NSW)
BRANCH):)

Signatory

Print Name

Witness

Print Name

SIGNED for and on behalf of **ELECTRICITY**)
SUPPLY PROFESSIONAL OFFICERS')
ASSOCIATION:)

Signatory

Print Name

Witness

Print Name

SIGNED for and on behalf of **THE FEDERATED**)
MUNICIPAL AND SHIRE COUNCIL)
EMPLOYEES' UNION OF AUSTRALIA, NSW)
DIVISION:)

Signatory 

Print Name Paul Marzato

Witness

Print Name
