

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/176

TITLE: Country Energy Service Delivery Area Managers Enterprise Agreement 2006

I.R.C. NO: IRC6/1804

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 19 May 2006

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Country Energy who are engaged as Area Managers (Service Delivery) performing the duties and functions as designated by Country Energy, who fall within the coverage of the Country Energy Enterprise Award 2005.

PARTIES: Country Energy -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**COUNTRY ENERGY
SERVICE DELIVERY AREA
MANAGERS**

ENTERPRISE AGREEMENT

2006

COUNTRY ENERGY SERVICE DELIVERY AREA MANAGERS ENTERPRISE AGREEMENT 2006

1. Title

This Agreement shall be known as the Country Energy Service Delivery Area Managers Enterprise Agreement 2006.

2. Arrangement

1. Title
2. Arrangement
3. Coverage and Parties Bound
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6. Hours of Work
7. Productive Time Arrangement
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9. Dispute Settlement Procedure
10. Duress
11. Future Negotiations
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13. Signatories

3. Coverage and Parties Bound

This Agreement shall be binding on Country Energy, the Electrical Trades Union of Australia, New South Wales Branch; New South Wales Local Government, Administrative, Energy, Airlines and Utilities Union – United Services Union and permanent employees engaged as Area Managers (Service Delivery) performing the duties and functions as designated by Country Energy.

4. Date and Period of Operation

This Agreement commence from the date of registration and remain in force for a period of three (3) years.

5. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Country Energy Enterprise Award (“The Award”), as varied, provided that where there is any inconsistency between “The Award” and this Agreement; This Agreement shall take precedence to the extent of the inconsistency.

6. Hours of Work

- (i) The ordinary working hours shall be 36 hours per week, Monday to Friday and may be spread between 6:00am and 6:00pm Monday to Friday inclusive spread over 9 day fortnight. It is acknowledged that an agreed day of the week, Monday to Friday, may be nominated as the Rostered Day Off (RDO).
- (ii) Notwithstanding the provisions of paragraph (i) alternate working hours may be entered into with an individual Area Manager or group of Area Managers by consultation and mutual agreement between the parties.

7. Productive Time Arrangement

Country Energy acknowledges that the use of Overtime to meet the operational requirements of the business forms a necessary function of the role of Area Managers (Service Delivery).

From the date this Agreement is registered with the New South Wales Industrial Relations Commission, employees appointed to the role of Area Manager (Service Delivery), will have one (1) hour, at the appropriate rate, per day Overtime annualised to their graded salary to cover the additional duties normally required of the position.

Overtime worked in excess of the nine (9) hours per fortnight in accordance with this Agreement, will be paid in accordance with the overtime provisions of "The Award", as worked and generally agreed by the appropriate Regional General Manager (RGM).

At the end of a twelve (12) month period, this Agreement may be reviewed on an overall business level. Notice of an intended review must be given in writing to the Unions prior to the commencement of the review. Further, consultation with the Union will occur prior to any decision being made to withdraw such overtime payment, from any individual employee.

8. Private Use of Vehicles

Country Energy will make available to the employees a suitable motor vehicle in order to perform their normal duties. The vehicle is dependant on the position and takes into account the responsibilities of the position.

The payment for the vehicle and all other vehicle matters will be governed by Country Energy's Private Use of Vehicles Policy (CEP 2152).

9. Dispute Settlement Procedure

In the event of any dispute arising out of the operation of this Agreement, the parties agree to adopt the Grievance Resolution Procedure in the Country Energy Enterprise Award.

10. Duress

This Agreement was not entered into under duress by any party.

11. Future Negotiations

The parties agree to commence negotiations on a new Agreement no later than three (3) months prior to the expiry of the nominal term of this Agreement. The parties agree to consult and review should any substantive changes to conditions or work practices and methods occur during the term of this Agreement.

12. Termination of Agreement

This Agreement may be terminated at any time with the consent of the parties and the employees shall revert back to "The Award" conditions.

At the end of, or after the nominated term, the Agreement may be terminated by any of the parties giving a minimum of three (3) months written notice to the Industrial Registrar and the other party.

13. Signatories

SIGNED FOR AND ON BEHALF OF COUNTRY ENERGY

WITNESS

SIGNED FOR AND ON BEHALF OF THE ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

WITNESS

SIGNED FOR AND ON BEHALF OF THE NEW SOUTH WALES LOCAL GOVERNMENT, ADMINISTRATIVE, ENERGY, AIRLINES AND UTILITIES UNION – UNITED SERVICES UNION

WITNESS
