

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/172

**TITLE:** Integral Energy Commercial Services Enterprise Agreement 1999

**I.R.C. NO:** 99/2893

**DATE APPROVED/COMMENCEMENT:** 2 July 1999

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to the employees of Comercial Services other than contract staff

**PARTIES:** Integral Energy -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales

Registered  
Enterprise Agreement  
Industrial Registrar



**INTEGRAL ENERGY  
COMMERCIAL SERVICES  
ENTERPRISE AGREEMENT  
1999**

**under the Industrial Relations Act 1996**

**14 April 1999**

**1. Title of Agreement:**

The agreement shall be known as *the Integral Energy (Commercial Services) Enterprise Agreement 1999*.

**1. Parties:**

The parties to the agreement are:

Commercial Services (a business unit of Integral Energy Australia)  
Electrical Trades Union of Australia (NSW Branch)  
Federated Municipal and Shire Council Employees Union of Australia (NSW Division) – *including members of the federally registered Australian Service Union*  
Australian Manufacturing Workers Union  
Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)  
Australian Workers Union

**2. Coverage:**

The agreement shall cover the employees of Commercial Services other than contract staff as specified in clause 1.3.2 of the award.

**3. Term:**

The term of the agreement shall be for two (2) years commencing from the date of registration.

**4. Duress:**

The parties confirm that the agreement was not entered into under duress.

**5. Award Relationship:**

Other than the conditions of employment outlined in this agreement, the employees of Commercial Services are governed under the Integral Energy Conditions of Employment Award 1997.

**6. Agreement:**

Agreement is reached in the following terms:

**6.1 Statement of Principle:**

In order to meet the challenges of a more competitive environment and the needs of our customers, Commercial Services aims to achieve a more flexible and productive workforce.

The main objectives of this agreement are:

- To provide a higher standard of customer service over a wide range of hours
- To ensure that Commercial Services maintains and grows its customer base
- To gain the competitive advantage in the market place
- To develop a more flexible, competitive, skilled and safe workforce

**6.1.1 Review period:**

The Commercial Services agreement plays a significant part in ensuring the success of the business by allowing greater flexibility in the way the workforce and business operate. The implementation of the flexible arrangements and options in the agreement will play a significant role in the business achieving the targets and performance measures outlined in the Commercial Services Business Plan.

**6.2 Employee involvement and participation:**

Employee participation and involvement is encouraged within the Commercial Services business. The Commercial Services Consultative Committee is the formal mechanism whereby employees have the opportunity to provide input that may influence management decisions affecting Commercial Services to improve its competitive and business performance, and to develop and promote a better understanding of issues that impact on the business and the workplace.

**6.3 Consultative Process:**

The consultative process for implementing flexible working practices within the bounds of this agreement are based on a common understanding by the employer, employees and the unions on a range of options available. The process of reaching agreement regarding such work practices, will be as follows:

- 6.3.1 For the purpose of consultation the employer will demonstrate the business need and consult with the employees concerned in regard to the proposed changes. This will include an analysis and discussion of the issues involved and consideration of the business, customer and individual employees needs so as not to create hardship, with the aim of reaching a mutually acceptable proposal.
- 6.3.1 The objective of such consultation will be to reach agreement between the employer and the employees concerned on the method of implementing and working the proposed workplace changes.
- 6.3.2 Where such proposed changes may have an adverse effect on an employee the employer, with the employee and their representative, will make a genuinely endeavour to address the issues of concern, with the objective being to meet the needs of all parties and still achieve the business and customer requirements.
- 6.3.3 Agreement will not unreasonably be withheld by either employer or employee.
- 6.3.4 The affected work teams may participate in the design and implementation of the roster cycle for the affected period.

#### **6.4 Formal Workplace Arrangements:**

To meet the requirements of the business, each local workplace, will be able to enter into their own workplace arrangement to establish greater flexibility than this enterprise agreement subject to the requirements of the Industrial Relations Act 1996.

The process for establishing local workplace arrangements will be as follows:

- 6.4.1 Consultation will occur between the employer and employees concerned, and relevant unions.
- 6.4.2 Consultation will occur as listed in clauses 6.3.1 to 6.3.3 in the Consultative Process. Following this the proposed workplace arrangement will be put to a meeting of employees directly affected by the arrangement. A majority of these employees voting in favour of the proposal will finalise the arrangement, with respect to clause 6.3.3.
- 6.4.3 There shall be no reduction in an employee's ordinary rate of pay for the ordinary hours worked.
- 6.4.4 The employees directly affected will be given a copy of the arrangement document.
- 6.4.5 Such workplace arrangements may include, but not limited to gainsharing or bonuses as components of the negotiated arrangement on contestable works/projects. This will be negotiated on an individual work/project basis.

#### **6.5 Hours of Work:**

- 6.5.1 The ordinary hours of work will be an average of 35/36 hours per week (according to the classification) not exceeding 5 days in any week, over an agreed roster cycle.
- 6.5.2 Ordinary days and/or hours may be varied through a workplace arrangement.
- 6.5.3 The spread of normal hours may be varied to the individual job by agreement with the employees concerned.
- 6.5.4 Where Saturday and/or Sunday forms part of the ordinary hours of work they will be paid at the appropriate award penalty rates.
- 6.5.5 For the purpose of this clause, penalty provisions applicable to all time worked may be negotiated for various workplace arrangements.
- 6.5.6 The ordinary hours of work will not exceed 12 hours in any one shift.
- 6.5.7 The maximum work period an employee may work will not exceed 16 hours including meal breaks on any one day.
- 6.5.8 Hours may be worked in any one of the following cycles:
  - ◆ 70/72 hours within a 2 week work cycle
  - ◆ 140/144 hours within a 4 week work cycle
  - ◆ any other cycle during which a weekly average of 35/36 hours are worked as may be agreed between the employers and the majority of the employees concerned.

- 6.5.9 The method of implementing hours of work may include:
- ◆ Implementing a system for rostering roster day/s during any particular work cycle, in accordance with the eligible classifications
  - ◆ The roster system may include an averaging of hours over the roster cycle
  - ◆ Rostering of a roster day may occur on any day during the particular work cycle.
  - ◆ Where the needs of the business requires an employee to work on a roster day, the employee may agree to one of the following options:
    - Take another day off within the work cycle
    - Bank the day as time in lieu at ordinary time
    - Bank the day for non-job specific training at ordinary time
  - ◆ To meet the needs of the business, the employer may accumulate (bank) up to a maximum of five roster days at any one time.
  - ◆ Accumulated roster days will be taken within 12 months at the earliest practicable mutually convenient time, giving regard to the needs of the business.
  - ◆ Notwithstanding the variation of ordinary working days, recreation days will only be taken between Monday and Friday inclusive.

**6.6 Meal and Rest Breaks (normal hours):**

The employee will be entitled to an unpaid meal break of 30 minutes. The meal break will be taken at a mutually agreed time no more than 6 hours from the employees starting time, with facility for negotiating alternative arrangements. Such breaks may be staggered according to the needs of the business.

**6.7 Rest Breaks and Meal Allowance on overtime:**

Rest breaks and meal allowance/s on overtime arrangements may be varied from the award through a workplace arrangement.

**6.8 Call Outs:**

Call-out arrangements may be varied from the award through a workplace arrangement.

**6.9 Supplementary Labour:**

- 7.9.1 To meet business and customer requirements, supplementary labour may be engaged following consultation occurring between the employer and the employees concerned with the relevant union to meet the following:

- ◆ peaks in workload
- ◆ project work
- ◆ leave periods and/or casual absences

- 7.9.2 Supplementary labour may include engaging casuals, temporaries/agency personnel and/or contractors from time to time.

The opportunity to use accredited casuals/contractors to assist in work and/or on projects will not be an option unless the following are taken into account:

- ◆ Permanent staff ability to perform the work
- ◆ Specialist competencies and equipment required
- ◆ Budgetary considerations and cost implications
- ◆ Whether there are employees located at other areas who can and are available to perform the work
- ◆ Time constraints

It is not the intention to displace permanent labour where supplementary labour is being used.

7.9.3 The engagement of a casual is based on a minimum of 4 hours. This may be varied through the consultative process.

#### **7.10 Mobility:**

It is the responsibility of the employee to make their way to and from work each normal working day.

For the purpose of this clause on Mobility, the payments applicable may be negotiated to suit various workplace situations, using the consultative process.

Anything in excess of the normal time and distance required to travel and from work will be considered as excess travel and the following will apply:

##### **7.10.1 Permanent or Temporary Transfer:**

- ◆ Permanent transfer of an employee occurs where the organisation relocates a position or function to a new location, subsequently requiring the employee to transfer to the new headquarters.
- ◆ Permanent transfer has not occurred if the employee transfers of their own choice, for example, is appointed to a position through competitive interview. For employees in these circumstances who are adversely affected, the provisions of assistance may be discussed through the Integral Energy Relocation Policy.
- ◆ Individuals/work groups will be reimbursed for excess travel incurred by the transfer as per the award, or by alternative agreed arrangement.

##### **7.10.2 Start and finish on the job:**

This is where the employee is requested by the employer to start and finish directly on the job, in the course of their normal position, and uses their own vehicle.

When this is required, suitable arrangements will be agreed through the consultative process.

This clause excludes employees whose normal working day commences and finishes from the employee's home or where alternate workplace arrangements have or will be negotiated.

**7.11 *Overnight Travel:***

Where an employee is required to stay away from home overnight, on company business, alternative arrangements from the award provision may be entered into by agreement with the employees concerned. These arrangements may vary subject to specific job and location.

**7.12 *Salary Sacrifice:***

An option will be available for employees for the allowable amount of company product under the Fringe Benefits Tax Assessment Act 1986 (currently standing at \$500). This company product only includes products relevant to Integral Energy.

**7.13 *Award Special Leave:***

For employees who are entitled to the four (4) days award special leave (refer schedule D of the award) an individual choice exists to:

- ◆ Retain the four (4) days
- ◆ Nominate at any time to trade in the four (4) days for a once off payment of \$3,000.

**7.14 *New Classification Structure***

The parties are committed to the need to develop a classification structure and career path guidelines to meet the needs of the business and employees.

**7.15 *Self Directed Work Team:***

It is the intention of this agreement to further develop the concept of self directed work teams where it suits the needs of each business.

**7.16 *Job Rotation:***

Job rotation supports the overall flexibility concept of this agreement and is advantageous to employees by becoming multi-skilled and therefore able to carry out a wider range tasks. This ultimately leads to a more highly resourced labour pool.

Job rotation may be undertaken at the employee's request or between the relevant employees and supervisors



**7.17 Occupational Health and Safety:**

The management, employees and their unions recognise the importance of developing and maintaining healthy and safe working conditions within Commercial Services to prevent injury, disease and incident. This goal can be best achieved through joint involvement of the employer, employees and unions at all levels by keeping the health and safety standards under constant review.

The employer, employees and unions will strive to improve standards of health and safety within Commercial Services and will regard the relevant regulations and the Occupational Health and Safety Act 1983 as the minimum acceptable levels.

**7.18 Grievance Settlement**

The award provisions of grievance settlement will apply.

**7.19 Attachments to the Agreement:**

For specific working arrangements the attachments to this agreement are:

- ◆ Supervisors

**8. Declaration of Agreement:**

Signed for and on behalf of the Commercial Services business unit of Integral Energy Australia

Signature .....  .....  
CDW Greig GM, Commercial Services

Dated: ..... 22.4.99. ....

Registered  
Enterprise Agreement  
Industrial Registrar

Signed for and on behalf of the Federated Municipal and Shire Council Employees  
Union of Australia, New South Wales Division (including the members of the  
federally registered Australian Service Union)

Signature: [Handwritten Signature]

Name: BRIAN HARRIS

Position: GENERAL SECRETARY

Dated: 7.5.99

Signed for and on behalf of the Electrical Trades Union of Australia (New South  
Wales Branch):

Signature: .....

Name: .....

Position: .....

Dated: .....

Signed for and on behalf of the Association of Professional Engineers, Scientists and  
Manager, Australia, New South Wales Branch:

Signature: .....

Name: .....

Position: .....

Dated: .....



Signed for and on behalf of the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (including the members of the federally registered Australian Service Union)

Signature: .....

Name: .....

Position: .....

Dated: .....

Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature: ..... *BRI* .....

Name: ..... *BERNIE RIOROAN* .....

Position: ..... *SECRETARY* .....

Dated: ..... *19.4.99* .....

Signed for and on behalf of the Association of Professional Engineers, Scientists and Manager, Australia, New South Wales Branch:

Signature: .....

Name: .....

Position: .....

Dated: .....

Registered  
Enterprise Agreement

Industrial Registrar  
Employees

Signed for and on behalf of the Federated Municipal and Shire Council Employees  
Union of Australia, New South Wales Division (including the members of the  
federally registered Australian Service Union)

Signature: .....

Name: .....

Position: .....

Dated: .....

Signed for and on behalf of the Electrical Trades Union of Australia (New South  
Wales Branch):

Signature: .....

Name: .....

Position: .....

Dated: .....

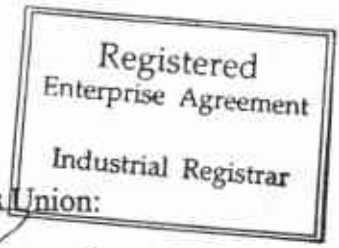
Signed for and on behalf of the Association of Professional Engineers, Scientists and  
Manager, Australia, New South Wales Branch:

Signature: *Martin O'Connell*

Name: *MARTIN O'CONNELL*

Position: *DIRECTOR, NSW*

Dated: *7 May 1999*



Signed for and on behalf of Australian Manufacturing Workers Union:

Signature: *[Handwritten Signature]*

Name: *PAUL BASTIAN*

Position: *STATE SECRETARY*

Dated: *13.05.99*

Signed for and on behalf of Australian Workers Union:

Signature: .....

Name: .....

Position: .....

Dated: .....

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Signed for and on behalf of Australian Manufacturing Workers Union:

Signature: .....

Name: .....

Position: .....

Dated: .....

Signed for and on behalf of Australian Workers Union:

Signature: *R. K. COLLISON* .....

Name: *R. K. COLLISON* .....

Position: *SECRETARY* .....

Dated: *13. 5. 99.* .....