

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/175

TITLE: Country Energy Managers and Specialists Enterprise Agreement 2005

I.R.C. NO: IRC6/1731

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 19 May 2006

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Country Energy located at Queanbeyan NSW 2620, who are engaged in middle management and specialists roles, who fall within the coverage of the Country Energy Enterprise Award 2005.

PARTIES: Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

Country Energy Managers & Specialists Enterprise Agreement 2005

1. Title

This Agreement shall be known as the **Country Energy Managers and Specialists Enterprise Agreement, 2005**.

2. Arrangement

1. Title
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3. Aim of Agreement

The aims of this Agreement are to achieve:-

- Employment conditions that reflect the needs of the Enterprise and the employees in middle management and specialist roles at Country Energy.

- Service levels that meet business needs
- A team culture based upon participation, trust, respect and development of team skills
- A business focus on performance measures and continuous improvement strategies
- A fair outcome for management and employees that share the benefits of improved productivity and working arrangements

4. Coverage and Parties Bound

This Agreement shall be binding on Country Energy; , New South Wales Branch; the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union of Australia; and the Association of Professional Engineers, Scientists and Managers, Australia.

4.1 This Agreement is intended to cover:

4.1.1 Employees in middle management and specialists roles whose employment conditions at the date of commencement of this Agreement are contained in employment contracts with Country Energy and whose base classification and grade is within the range of the Country Energy Award

4.1.2 Employees who are covered by the Country Energy Award 2005, and successor instruments, and who fall within the classification spread AO22-AO23; PE4-PE8; TO15-TO16; and TR1-TR8 - may be offered access to this Agreement where it is agreed between the appropriate parties that such offer is warranted.

5. Date and Period of Operation

This Agreement shall commence from the date of registration and remain in force until 30th June, 2008

6. Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Country Energy Enterprise Award, 2005 and successor instruments, provided that where there is any inconsistency between this Agreement and the Country Energy Enterprise Award, this Agreement shall take precedence to the extent of the inconsistency.

7. Enterprise Arrangements

The parties to this Agreement have agreed that the following terms and conditions shall apply to employees covered by this Agreement:-

7.1 Hours of Work

Employees under this Agreement shall devote their attention, time and skill during normal business hours, and at other times as necessary, to fulfil the requirements of their duties.

The nominal hours of work will be up to 72 hours, to be performed over a 10 day fortnight , worked Monday to Friday, unless otherwise agreed.

7.2 Remuneration

7.2.1 Employees identified in 4.1.1 above will be provided with a Total Remuneration Package (TRP) comprising cash salary and employment benefits as set out in Schedule C. Such Total Remuneration Package shall include the provision for the employer's statutory Superannuation contribution, any Award related increases in the Employers Superannuation contribution, and other elements as identified.

7.2.2 Employees identified in 4.1.2 above will be provided with the appropriate Award rate of pay for their classification. As well, they will be provided with a range of additional negotiated benefits, including consideration for the 10 day fortnight, which will be set out in Schedule C of this

Agreement. Thereafter this shall be referred to as the employees Total Remuneration Package. (TRP)

7.2.3 Salary increases under this agreement will be the same as those received under the Country Energy Award, and successor instruments, and from the same operative date. Such increases will be applied to the Total Remuneration Package, less the employer's statutory Superannuation contribution and additional employer contribution.

7.2.4 The composition of the TRP shall be reviewed annually at which time the Employee may request in writing that the components of the package taken as cash salary and employment benefits be varied. The Employer will be entitled to pay out of the Employee's TRP the amount of any tax, charge, or levy related to the Employee's employment or employment benefits which are required by law. The Employer may satisfy its obligation to make the Employer superannuation contribution specified in Schedule C to a superannuation fund nominated by the Employer and may do so by way of:

- (a) an actual contribution made in respect of the Employee to the nominated fund; or
- (b) an allocation in respect of the Employee out of any reserve in that fund of the same net amount as if an actual contribution had been made by the Employer.

7.2.5 Any restructuring of the package and its components shall not result in any increase in the cost of the package to the Employer. Fringe benefits tax on package components shall be deducted from the TRP.

7.2.6 The cash salary component of the package shall be paid to the Employee in equal monthly instalments nominally two weeks in advance, two weeks in arrears.

7.2.7 On termination of employment under this Agreement, the Employee shall be paid all entitlements at 100% the employees Total Remuneration Package, excluding the employer's statutory Superannuation contribution.

7.2.8 Salary Sacrifice arrangements are available as an option for the employee. Salary Sacrificing is limited to

- Superannuation
- Motor Vehicle/s
- Company products and services

Fringe Benefits costs incurred through salary sacrificing arrangements will be met in full by the employee.

7.3 Overtime

7.3.1 Overtime will not apply to employees under this Agreement.

7.3.2 Where it becomes clear that employees are regularly working in excess of the nominal hours identified in Clause 7.1 of this Agreement, the option will available to pay either:

- those hours at the ordinary single rate of pay, or
- grant time-in-lieu for the hours worked

7.4 Individual Variations

7.4.1 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

7.4.2 As part of this Agreement individuals will have the option to vary their remuneration and conditions of employment by agreement with the employer once during the term of this Agreement,

provided 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. (Where it is agreed that the hours of work will be varied, that variation will not change the requirement that the varied hours are worked across a 10 day fortnight, Monday to Friday).

7.4.3 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.

7.4.4 All variations will expire upon the termination of this Agreement.

7.4.5. Any disputes, claims or grievances regarding variations will be subject to Clause 16 – Disputes Settlement of this Agreement.

8. Motor Vehicles

Motor Vehicle arrangements are subject to the conditions and provisions of Country Energy's Vehicle Selection and Use and Private Use Policies.

9. Performance Reviews

Employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Review will establish the key result areas/targets that the employees will be measured against as part of their annual performance review.

10. Other Work, Reward and Inducement

10.1 The Employee must not engage, for remuneration, in private or contract work for any other person or organisation without the written approval of the Employer.

10.2 Other than as provided by this Agreement, the Employee must not accept any payment or other benefit as a reward or inducement, from any person or organisation, for any act or reason in connection with the business or affairs of the Employer.

11. Confidentiality

11.1 The Employee:

- (a) shall not divulge or use any confidential information about the Employer or its affairs acquired during the Employee's employment, except to the extent that the Employee is required by law to disclose such information;
- (b) shall take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any confidential information; and
- (c) shall not disclose confidential information to any third party without first obtaining the written consent of the Employer except in the ordinary and proper course of employment with the Employer.

11.2 Confidential information about the Employer includes but is not limited to all trade and business secrets and any information (written or oral) of a commercial, operational, technical or financial type which is not publicly available relating to the affairs or business of the Employer and the clients of the Employer and their related bodies corporate.

11.3 The Employee's obligations under this clause survive the termination of the Employee's employment.

12 PROFESSIONAL INDEMNITY

Provided that the Employee acts honestly, diligently and in good faith, the Employee shall not suffer any loss or damage of any kind by reason of any liability incurred by the Employer as a result of the conduct of the Employee and the Employer shall hold the Employee harmless and indemnify the Employee against any loss, claim, cause of action of any kind arising out of or in the course of employment.

13 INVENTIONS

13.1 The Employee agrees that any discovery, invention, developmental process or technique made by the Employee during the course of employment and which in any way affects or relates to the business of the Employer shall be disclosed by the Employee to the Employer and shall be the absolute property of the Employer.

13.2 The Employee further agrees, in respect of any such discovery, invention, developmental process or technique, that the Employee will do all necessary things to ensure that the Employer obtains the necessary protection through letters, patent, trade mark or other similar protection.

13.3 The Employee grants the Employer consent to do or admit to do any act which would otherwise infringe the Employee's moral rights under the Copyright Act 1968 (Commonwealth) in relation to all copyright works the Employee makes in the course of the Employee's employment.

14. Future Negotiations

The parties agree to commence negotiations on a new Agreement no later than 3 months before the completion of the nominated term of the Agreement.

15. Duress

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

16. Disputes Settlement

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, 2005.

17. Termination of Agreement

This Agreement may be terminated at any time with the approval of all the parties to it. At the end of or after the nominal term, the Agreement may be terminated by any one of the parties giving at least 3 months' written notice to the other parties.

18. Signatories

This agreement is made at.....on this the.....day of.....2005

SIGNED FOR AND ON BEHALF OF
THE NEW SOUTH WALES LOCAL
GOVERNMENT, CLERICAL,
ADMINISTRATIVE, ENERGY, AIRLINE AND
UTILITIES UNION OF AUSTRALIA

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IN THE PRESENCE OF

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SIGNED FOR AND ON BEHALF OF
THE AUSTRALIAN SERVICES UNION

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IN THE PRESENCE OF

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SIGNED FOR AND ON BEHALF OF
THE ASSOCIATION OF PROFESSIONAL
ENGINEERS, SCIENTISTS AND MANAGERS,
AUSTRALIA

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IN THE PRESENCE OF

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