

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/22

**TITLE: Country Energy Managers and Specialists Enterprise Agreement 2009**

**I.R.C. NO:** IRC9/714

**DATE APPROVED/COMMENCEMENT:** 2 June 2009 / 2 June 2009

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA06/175.

**GAZETTAL REFERENCE:** 26 June 2009

**DATE TERMINATED:**

**NUMBER OF PAGES:** 5

**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 2007.

**PARTIES:** Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

# **Country Energy Managers and Specialists Enterprise Agreement 2009**

## **1. Title**

This Agreement shall be known as the **Country Energy Managers and Specialists Enterprise Agreement, 2009**.

## **2. Arrangement**

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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; The New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union of Australia (USU); and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

### **4.1 This Agreement is intended to cover:**

4.1.1 Employees who are covered by the Country Energy Award 2007, and successor instruments, and whose evaluated range falls within the following classification spread may be offered access to this Agreement where it is agreed between the parties to the Agreement that such an offer is warranted.

**BAND 1**

**BAND 2**

AWARD		ENT/AGREEMENT		AWARD		ENT/AGREEMENT	
A020		T013	EAMS 1	<b>A024</b>	PE5	<b>T017</b>	EAMS 5
A021		T014	EAMS 2	<b>A025</b>	PE6	<b>T018</b>	EAMS 6
A022	PE4	T015	EAMS 3	<b>A026</b>	PE7	<b>T019</b>	EAMS 7
A023		T016	EAMS 4	<b>A027</b>	PE8	<b>T020</b>	EAMS 8

### 5. Date and Period of Operation

This Agreement shall commence from the date of registration and remain in force until 30<sup>th</sup> June, 2012

### 6. Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Country Energy Enterprise Award, 2007 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 shall be remunerated at the appropriate Award rate of pay for their classification plus any relevant Award Allowance that is required for the employee to perform their role. An additional eleven percent (11%) is paid in addition to the appropriate evaluated Award rate of pay in return for a nominal forty (40) hour week and working a 10 day fortnight.

7.2.2 General 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.

7.2.3 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.

7.2.4 Employees who remain on their TRP remuneration arrangement shall be paid monthly, employee that is not on a TRP remuneration arrangement shall be paid fortnightly.

#### 7.3 Overtime

7.3.1 The normal award Overtime provisions do not apply to employees under this Agreement.

7.3.2 It is not the intent of the parties to have employees covered by this Agreement work excessive hours. Where employees find themselves working excessive hours shall have the ability with the

agreement of their Manager, such agreement not to be unreasonably withheld, to enter into an arrangement to have those excessive hours recognised in the following manner, either;

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

## **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. Progression**

9.1 Employees in positions covered by this Agreement will be entitled to progress through the evaluated range of the Band of their appointed position. This progression will be determined by the achievement of the agreed key result areas / targets as per the terms of a Performance Agreement.

9.2 Each year, 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.

9.3 The formal performance review will be held annually (usually in July /August of each year) and will be linked to the Country Energy Performance Management system.

9.4 Progression from a Band 1 position to a Band 2 position shall be by appointment this shall not apply to Professional Engineers as progression from Band 1 to Band 2 is part of the progression of an experienced Engineer.

## **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, and 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. Transitional Arrangements**

**15.1 Employees at the time of making this agreement who were covered by the Country Energy Managers Specialists Agreement 2005 and do not wish to transfer due to financial disadvantage to the new Agreement and are remunerated in line with the TRP arrangement of the 2005 Agreement shall be entitled to continue in accordance with those existing arrangements in a Present Occupant Only situation for as long as they are employed in their current role.**

**15.2 Any employee who retains their existing employment arrangement in accordance with Sub Cl. 15.1 can request to transfer to the 2009 Agreement remuneration arrangement if in the future their circumstances change.**

**15.3 Employees who are employed at the time of the making of this Agreement and are employed under a fixed term Contract in a position that is now identified below the threshold point for Contracts (determined by Hay as third tier report level or evaluated equivalent) shall have the option**

to transfer to the Manager Specialist Agreement 2009. This will be available as a once off occasion for the life of this Agreement. The option on transfer to the Agreement shall be to the non TRP remuneration arrangement or to remain on their existing TRP if the non TRP arrangement is not beneficial to the employee. If either option creates a disadvantage to the employee they have the option to remain on the fixed term contract in Present Occupant Only situation.

**16. Duress**

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

**17. 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, 2007 and successor instruments.

**18. 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.

**19. Signatories**

This agreement is made at.....on this the.....day of.....2009

SIGNED FOR AND ON BEHALF OF  
COUNTRY ENERGY

.....  
Terri Benson  
Executive General Manager  
Corporate and Commercial Services

IN THE PRESENCE OF

.....

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

.....

IN THE PRESENCE OF

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

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IN THE PRESENCE OF

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