

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/168

TITLE: Integral Energy Wages Claim Settlement Enterprise Agreement 1999

I.R.C. NO: 99/2956

DATE APPROVED/COMMENCEMENT: 2 July 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Integral Energy with the exception of employees employed in contract positions

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
Wages Claim Settlement
Enterprise Agreement
1999

under the Industrial Relations Act 1997

14 April 1999

ENTERPRISE AGREEMENT

Under Part 2 of the
Industrial Relations Act 1996

Registered
Enterprise Agreement
Industrial Registrar

1. Title of the Agreement:

The agreement shall be known as the *Integral Energy (Wages Claim Settlement) Enterprise Agreement 1999*.

2. Parties to the Agreement:

The parties to the agreement are as follows:

- ◆ Integral Energy Australia
- ◆ Electrical Trades Union of Australia New South Wales Branch
- ◆ Federated Municipal and Shire Council Employees Union
(including members of the federally registered Australian Services Union)
- ◆ Australian Manufacturing Workers Union v
- ◆ Australian Workers Union
- ◆ Association of Professional Engineers, Scientists and Managers, Australia (New South Wales Branch)

3. Award Relationship:

The agreement is made under the Integral Energy Conditions of Employment Award 1997 (the award).

4. Application of the Agreement:

The agreement applies to all employees of Integral Energy with the exception of employees employed in contract positions (refer section 1.3.2 of the award).

5. Term of the Agreement:

The agreement shall be operational from ^{2nd July 1999} ~~the date of registration~~ and remain in force until 31 December 2000.

6. Dispute Resolution:

Dispute resolution shall be subject to the procedure under section 13, Disputes of the award.

7. The Agreement:

This agreement is in relation to the wages claims of the unions, listed in clause 2, and in settlement of industrial dispute (Matter IRC 939 of 1999 before Mr Deputy President Harrison).

The agreement is in the following terms:

7.1 *Increases in rates of pay:*

The rates of pay of Integral Energy employees, other than contract staff, shall be increased as follows:

- ◆ 4% from 8 March 1999; and
- ◆ 4% from 21 June 2000.

7.2 *Salary Sacrifice of Superannuation:*

Employees of Integral Energy Australia may "Salary Sacrifice" their employee superannuation contributions subject to:

- ◆ No increased cost to Integral Energy Australia; and
- ◆ Trust Deed and Tax Law requirements.

7.3 *Buy back of Bank Holiday and Concession Days:*

7.3.1 Employees employed prior to 27 July 1996, and who have not already traded off the Bank Holiday and Concession Days under the award, shall be paid the sum of \$2,500 in return for the four (4) days concerned.

Bank Holiday, the Wednesday in the week after Easter, and the three (3) Concession Days in the week between Christmas and New Year will revert to normal working days.

7.3.2 Employees employed after 27 July 1996, and who have not already traded off the Bank Holiday under the award shall be paid the sum of \$625 in return for the one (1) day concerned.

Bank Holiday, the Wednesday in the week after Easter, will revert to a normal working day.

7.3.3 Employees who have been paid the "buy back" payment in 7.3.1 or 7.3.2 will not be permitted to change over to a workplace arrangement, where the relevant days have already been bought out, for twelve (12) months from receipt of the "buy back" payment.

Employees will be appointed on one grade lower than the grade they would normally have translated to.

Progression to the next grade in range applicable to the employee's position will be 12 months after the change over to the workplace arrangement.

7.3.4 The Integral Energy (Conditions of Employment) Award 1997 shall be varied by consent, as follows:

- Bank Holiday Delete from the list of public holidays in clause 8.3.1 "Entitled to Public Holidays" of the award the holiday "Bank Holiday"
- Concession Days Delete clause 2, "Concession Days" from Appendix D of the award; and renumber the clauses 3, 4 and 5 to 2, 3 and 4 respectively.

7.4 Renewal of Agreements:

The parties are committed to the renewal of the business unit enterprise agreements and generic workplace arrangements for a further two (2) years.

7.5 Development of Business Plans:

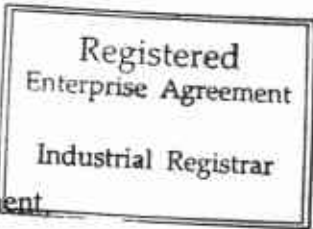
The parties have a shared commitment to participate in the development of Business Plans.

7.6 No Extra Claims:

The unions, listed in clause 2 of the agreement, agree to not put any extra claims on Integral Energy Australia for the period till 31 December 2000.

8. Employee endorsement of the Wage Offer:

The above terms was approved by the majority employees of Integral Energy as a mass meeting held at the Appin Dog Track on Friday 26 March 1999 at 2:00 pm.



9. Certifications:

The agreement is entered into by the parties, listed in clause 2 of the agreement, without duress. The parties certify to their agreement:

Integral Energy Australia

.....

Jeff Allen (Chief Executive Officer)

Dated 27.4.99

Electrical Trades Union of Australia (NSW Branch

.....

Dated Name/Position

Federated Municipal and Shire Council Employees Union (including Australia Services Union)

.....

Dated Name/Position

Australia Workers Union

.....

Dated Name/Position

Australian Manufacturing Workers Union

.....

Dated Name/Position

Association of Professional Engineers, Scientists and Managers

.....

Dated Name/Position

Registered
Enterprise Agreement
Industrial Registrar

9. **Certifications:**

The agreement is entered into by the parties, listed in clause 2 of the agreement, without duress. The parties certify to their agreement:

Integral Energy Australia

.....
Jeff Allen (Chief Executive Officer)

Dated

Electrical Trades Union of
Australia (NSW Branch)

.....
BRI

Dated *19.4.99*

Name/Position *BERNIE RIORDAN / SECRETARY*

Federated Municipal and
Shire Council Employees Union
(including Australia Services Union)

Dated Name/Position

Australia Workers Union

Dated Name/Position

Australian Manufacturing
Workers Union

Dated Name/Position

Association of Professional
Engineers, Scientists and Managers

Dated Name/Position



9. Certifications:

The agreement is entered into by the parties, listed in clause 2 of the agreement, without duress. The parties certify to their agreement:

Integral Energy Australia

.....
Jeff Allen (Chief Executive Officer)

Dated

Electrical Trades Union of Australia (NSW Branch

.....
W. Tomkins

Dated 16-4-99... Name/Position... State Organiser

Federated Municipal and Shire Council Employees Union (including Australia Services Union)

.....
[Signature]

Dated 16-4-99... Name/Position... GENERAL SECRETARY

Australia Workers Union

.....

Dated Name/Position.....

Australian Manufacturing Workers Union

.....

Dated Name/Position.....

Association of Professional Engineers, Scientists and Managers

.....

Dated Name/Position.....



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Integral Energy Australia

.....
Jeff Allen (Chief Executive Officer)

Dated

Electrical Trades Union of Australia (NSW Branch)

.....

Dated Name/Position

Federated Municipal and Shire Council Employees Union (including Australia Services Union)

.....

Dated Name/Position

Australia Workers Union

Russ Collison
.....

Dated *24. 5. 99* Name/Position.....
Russ Collison (State Secretary)

Australian Manufacturing Workers Union

.....

Dated Name/Position

Association of Professional Engineers, Scientists and Managers

.....

Dated Name/Position

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Integral Energy Australia

.....
Jeff Allen (Chief Executive Officer)

Dated

Electrical Trades Union of
Australia (NSW Branch

.....

Dated Name/Position

Federated Municipal and
Shire Council Employees Union
(including Australia Services Union)

.....

Dated Name/Position

Australia Workers Union

.....

Dated Name/Position

Australian Manufacturing
Workers Union



Dated *15 MAR 99* Name/Position *STATE SECRETARY*

Association of Professional
Engineers, Scientists and Managers

.....

Dated Name/Position

9. Certifications:

The agreement is entered into by the parties, listed in clause 2 of the agreement, without duress. The parties certify to their agreement:

Integral Energy Australia

.....
Jeff Allen (Chief Executive Officer)

Dated

Electrical Trades Union of
Australia (NSW Branch

Dated Name/Position

Federated Municipal and
Shire Council Employees Union
(including Australia Services Union)

Dated Name/Position

Australia Workers Union

Dated Name/Position

Australian Manufacturing
Workers Union

Dated Name/Position

Association of Professional
Engineers, Scientists and Managers

Martin McConnell
.....

Dated 10/5/99 Name/Position M O'CONNELL, DIRECTOR NSW