

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/45**

**TITLE: Energy Austalia Commercial Graduate Development Program  
Enterprise Agreement 1998**

**I.R.C. NO: 99/4547**

**DATE APPROVED/COMMENCEMENT: 23 September 1999**

**TERM: 99/4547**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 10 March 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 27**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** It applies to only employees classified as Graduates for the purpose of the Commercial Graduate Development Program

**PARTIES:** Association of Professional Engineers, Scientists and Managers Australia -&-  
Electricity Supply Professional Office, Energy Australia, Federated Municipal and Shire Council  
Employees Union of Australia New South Wales Division

**FILED**

**26 AUG 1999**

**OFFICE OF THE INDUSTRIAL  
REGISTRAR**

**COMMERCIAL GRADUATE DEVELOPMENT PROGRAM**

**ENTERPRISE AGREEMENT 1998**

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**1. TITLE**

This Agreement shall be known as the EnergyAustralia Commercial Graduate Development Program Enterprise Agreement 1998.

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## **2. PARTIES**

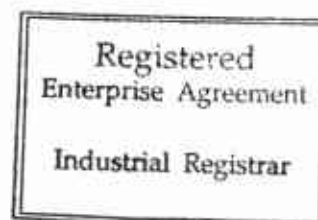
The Parties to this Agreement are

- \* EnergyAustralia
- \* The Federated Municipal and Shire Council Employees Union of Australia,  
NSW Branch (ASU)
- \* The Association of Professional Engineers, Managers and Scientists, Australia (NSW Branch)
- \* The Electricity Supply Professional Officers Association

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### 3. INCIDENCE AND DURATION

- (a) The Agreement totally regulates the terms and conditions of employment and rates of pay for the employees who are covered by this Agreement to the exclusion of EnergyAustralia's Award whilst this Agreement is in force. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- (b) The Agreement shall be made for a period of three years commencing from the date of approval by the New South Wales Industrial Relations Commission.
- (c) This Agreement shall operate to regulate the terms and conditions of employment of those employees covered by the Agreement whose letter of appointment states their employment classification to be that of a Commercial Graduate.
- (d) If a Commercial Graduate is appointed to an establishment position within EnergyAustralia their terms and conditions will cease to be covered by this Agreement and will thereafter be covered by the relevant Award/Agreement covering the classification or position occupied.



#### 4. DECLARATION

- (a) The Parties declare that this Agreement was freely entered into and has been developed in accordance with the Industrial Relations Act 1996.
- (b) The Parties also declare that the Agreement is not harsh, unfair or unconscionable.
- (c) The Parties declare that the arrangements contained in this Agreement are intended to be unique pay and conditions arrangements for a small number of employees to be employed as part of a Commercial Graduate Programme being trialed for the first time in 1999/2000.
- (d) The Parties declare that it is not their intention to promote these arrangements as being suitable for employees other than Commercial Graduate Programme employees.

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5. **SALARY**

- (a) **First Year** – On commencement - \$39,161
- (b) **Second Year** - subject to satisfactory performance assessment – to a maximum of \$ 43,240.
- (c) The salaries in (a) and (b) above are payable for all purposes and are inclusive of all allowances and hours of work other than
  - (i) Travel or living expenses when working outside EnergyAustralia's supply area.
  - (ii) Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.

Progression beyond the salary in (a) above is subject to satisfactory performance against agreed Key Results Areas, negotiated between the employee and supervisor.

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**6. METHOD OF PAYMENT**

- (a) Employees shall be paid by direct transfer to a maximum of three major financial institutions as nominated by the employee from time to time.
- (b) Employees shall be paid fortnightly.

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## 7. HOURS OF WORK

- (a) Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will normally involve work over a 5-day week, 8 hours per day, Monday to Friday. Ordinary hours of work will not exceed 40 per week averaged over 52 weeks.
- (b) The start and finish times shall be agreed with each employee and shall be flexible enough to meet both their personal needs and the needs of the job and the customers.
- (c) Employees are entitled to an unpaid break of 30 minutes per day. The exact timing and duration shall be agreed on an ad hoc basis to meet both the employee's needs and the needs of the job and the customers.
- (d) Employees can be granted time off in lieu of additional hours worked with the agreement of their manager. Any additional hours worked shall be reasonable in light of the rates of pay involved.

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## 8. OVERTIME

Any additional hours worked shall not be paid separately. Individual employees and individual managers shall agree on time in lieu where appropriate.

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## 9. ANNUAL LEAVE

- (a) Employees shall be entitled to 4 weeks of annual leave at the completion of each year of service.
- (b) This leave will be approved subject to consideration of work needs.
- (c) Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- (d) Payment for annual leave shall be at the ordinary rate of pay.
- (e) Employees may be allowed to take a period of annual leave in advance of its accrual, subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, any prepayment may be deducted from their termination pay.
- (f) Any public holidays, which occur during annual leave, shall not be deducted from annual leave entitlements.
- (g) When an employee ceases employment for any reason, they shall be paid for any annual leave, which has not yet been taken for each completed year of service. The employee shall also be paid a pro rata amount for any leave, which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the ordinary rate, which applied at the time employment, ceased
- (h) Employees shall not commence annual leave whilst on sick leave or accident leave.
- (i) Employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee should provide his/her manager with as much notice as possible before the scheduled start of work.



10. SICK LEAVE

- (a) Employees are entitled to sick leave when their sickness prevents them from attending their workplace.
- (b) In determining an employee's total sick leave credit, prior service with an organisation as calculated in Clause 24 will be taken into account.
- (c) Where an employee has exhausted his/her entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- (d) All sick leave up to five years' service shall accrue at 15 days per year. All sick leave which accrues after the completion of five years' service shall accrue at 18 days per year. Any untaken portion of the entitlement shall accumulate for use in future years.
- (e) An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with the provision for cashing in sick leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.
- (f) Public holidays, which occur during periods of sick leave, are not counted as sick leave.
- (g) A certificate from a medical practitioner is required for all claims for sick pay which exceed three working days, however, EnergyAustralia retains the discretion to request a medical certificate for period less than three days.
- (h) A medical certificate should include the following information:
  - Name of employee
  - Name of Doctor and signature.
  - Reason for absence \*
  - Period during which the employee is unfit for work, and
  - Date of issue.

While it is reasonable for EnergyAustralia to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.

- (i) Employees will make reasonable efforts to notify their manager as close to the normal start time as practical if they are going to be absent on sick leave.



11. **ACCIDENT LEAVE AND PAY**

- (a) "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- (b) Where an employee has been injured in the course of employment at EnergyAustralia, they shall be paid Accident Pay and Workers' Compensation for a combined total period up to 52 weeks, provided that employment continues with EnergyAustralia during that period.
- (c) Additional periods of accident pay may be granted where circumstances warrant it.
- (d) A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the partners will select a third doctor whose opinion will settle the matter of accident pay.

This will not determine the issue of liability, which will be settled by the Workers' Compensation Court if the parties cannot agree.

- (e) A medical certificate should include the following information:
  - Name of employee,
  - Name of doctor and signature,
  - Reason for absence,
  - Period during which the employee is unfit for work, and
  - Date of issue
- (f) If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim for paid sick leave or paid accident leave, then the employee shall repay the sum of the actual pay received to a maximum not exceeding the settlement or compensation received. In such cases, the amount of sick leave which was reimbursed will be recredited to the employee.



## 12. LONG SERVICE LEAVE

(a) Long Service Leave shall be taken in periods of not less than 2 weeks subject to the absence being approved.

(b) Long service leave shall accrue according to the following scale:

After 10 years' service	13 weeks
After 15 years' service	Additional 8½ weeks
After 20 years' service	Additional 13½ weeks
After each additional 5 years' service	Additional 13 weeks

(c) All long service leave or payment in lieu is paid at the employee's enterprise agreement rate of pay.

(d) An employee who has completed 5 years' service and less than 10 years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 weeks pay for each year of service and pro rata for partly completed years to the nearest whole month.

(e) An employee who has completed 10 or more years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken and any periods which have been paid out under subclause (i):

Ten years' service	13 weeks
Between 10 and 15 years' service	1.7 weeks per year
Between 15 and 20 years' service	2.7 weeks per year
After 20 years' service	2.6 weeks per year

Pro rata amounts will be paid for partly completed years to the nearest whole month.

(f) Employees who have continuity of service with an organisation which merged with EnergyAustralia will have that service and any periods of long service leave taken into consideration in calculating their entitlement. Refer to Clause 26 for details on how the period of service is calculated.



**12. Long Service Leave (Cont.)**

- (g) Employees shall not commence long service leave whilst on sick or accident leave.
- (h) Employees are required to give at least 8 weeks notice of their intention to take long service leave. Shorter notice may be agreed subject to work requirements. Leave will be approved subject to essential work requirements.
- (i) Employees shall be able to choose whether or not to accrue leave under this Clause or the Long Service Leave Act 1955. If the employee elects the option to cash out the difference in their Long Service Leave entitlement then, the difference shall be paid at the time the employee chooses this option. This choice cannot be made until an employee has accrued a pro rata entitlement to Long Service Leave after 5 years' service.

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### **13. SPECIAL LEAVE**

(a) Special Leave may be granted for the following purposes:

- Bereavement,
- Blood donations,
- Attending Employee Assistance Program,
- Personal or family matters,
- Attending to union matters.

(b) Special Leave may be granted with or without pay by agreement.

(c) Special Leave may or may not count for service by agreement.

(d) An employee who is required to attend for jury Service will be granted leave which will count as service. An employee will be paid the difference between their normal rate of pay and the amount paid for jury service.

(e) Special Leave with pay will be granted to employees for their first appointment with the Employee Assistance Program. Subsequent appointments are subject to sub-clauses (b) and (c) above.

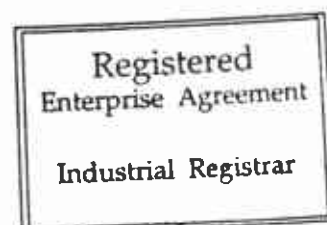
(F) Employees are encouraged to use single days of annual leave to cover other absences. The employee should provide his/her manager with as much notice as possible before the scheduled start of work.



## 14. PERSONAL/CARER'S LEAVE

### 14.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in clause 10 "Sick Leave", for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of one day. This entitlement is effective from the date of approval of this Agreement.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the employee being responsible for the care and support of the person concerned: and,
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child ( including an adopted child, a step child, a foster child or an ex-nuptial child), parent ( including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:



1. "relative" means a person related by blood, marriage or affinity;
2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. 'household' means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer reasonable notice prior of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 14.2 Unpaid Leave for family purposes

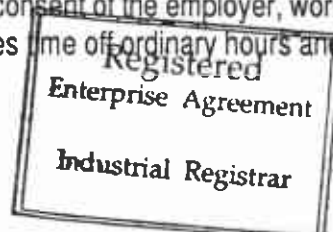
(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 14.1 (c)(ii) above who is ill.

#### 14.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shut down period provided for elsewhere in this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

#### 14.4 Make-Up time

- (a) An employee may elect, with the consent of EnergyAustralia, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, work 'make-up time' (under which the employee takes time off ordinary hours and



works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

14.5 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such dispute should be processed in accordance with the disputes and grievance provisions of this Agreement



## **15. PARENTAL LEAVE**

- (a) The provisions of the Industrial Relations Act 1996 shall apply.
- (b) Employees who are eligible for maternity leave without pay under the Industrial Relations Act 1991 shall be entitled to receive up to nine weeks of paid leave (or 18 weeks at half pay) included in the 12 months approved under the Act at their ordinary rate of remuneration.



**16. PUBLIC HOLIDAYS**

Employees are entitled to be absent from work without loss of ordinary pay for any day which is Gazetted as a Public Holiday for the area in which they normally work. Employees under this agreement are not entitled to Picnic Day.

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## 17. TERMS OF EMPLOYMENT

(a) Notice of Termination

EnergyAustralia shall give an employee 4 weeks of notice or payment in lieu.

This period of notice given by EnergyAustralia is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service.

This shall not limit EnergyAustralia's right to dismiss an employee without notice for serious and wilful misconduct.

Employees shall provide EnergyAustralia with not less than four week's notice of termination or forfeit four week's salary in lieu.

(b) If an employee is absent without notifying EnergyAustralia for a continuous period of five working days without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.

(c) The decision to dismiss an employee shall rest with the General Manager.

(d) An employee may retire after reaching 55 years of age.

(e) Money cannot be deducted from an employee's pay without written authority from the employee except where an employee resigns and annual leave has been taken in advance but has not yet accrued on a pro rata basis.

(f) Employees are not entitled to pay in the following circumstances:

(i) where an employee is absent without authorisation, or

(ii) where an employee is absent due to sickness but has no entitlement to paid sick leave, or

(g) Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.

(h) The EnergyAustralia redundancy policy applies to individuals under this agreement.



**18. DUTIES AS DIRECTED**

- (a) The relevant General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations as may be required from time to time provided that the duties are within the employee's skill, competence and training, satisfy any relevant professional code of ethics and do not pose a substantial risk of death or personal injury to any person.





19.

**MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

(a) Death of Employee

On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.

(b) Further Education expenses

Compulsory textbooks and self education expenses will be 100% refundable, subject to on-going satisfactory work performance and successful completion of all subjects.

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## 20. DISPUTES AND GRIEVANCE RESOLUTION

- (a) The parties accept that the following general principles will be observed when it is necessary to rely on these dispute and grievance procedures:
- The use of unilateral action is equivalent to one party seeking to impose its will on the other.
  - Every attempt must be made to resolve matters within EnergyAustralia.
  - Only as a last resort should reference to external agencies be considered.
- (b) Any dispute, claim or grievance shall be dealt with as follows:
- (i)(a) The first point of contact shall be the supervisor of the affected employee(s) who will deal with the matter within 2 working days.
  - (i)(b) If not resolved at (i)(a) above, the matter will be considered by the employee(s), employee(s)'s local union delegate/organiser and the local Manager concerned. The matter will be dealt with as soon as possible, but no more than 2 working days after the initial contact.
  - (ii) If the matter is unable to be resolved under (i)(a) and (b) above, then it will be referred to the Division's Employee Relations Manager and the appropriate Union Official. The matter will be dealt with as soon as possible, but no more than 2 working days after initial contact.
  - (iii) If the matter is unable to be resolved under (ii) above, a conference will be arranged between EnergyAustralia's Employee Relations Manager/Employee Relations Officers and representatives of the Union concerned to discuss the matter and endeavour to achieve a settlement. Such conference will take place within 2 working days after (ii) above.
  - (iv) In the event the matter can not be resolved under (iii) above, the matter will be referred to the Managing Director and conferences will take place with the parties concerned.



SIGNED FOR AND ON BEHALF OF  
ENERGYAUSTRALIA

*[Signature]*  
.....  
Manager - Human Resources

WITNESS

*LMcRinnon 27/7/99*  
.....

SIGNED FOR AND ON BEHALF OF  
THE ASSOCIATION OF PROFESSIONAL  
ENGINEERS, MANAGERS AND SCIENTISTS  
AUSTRALIA (NSW BRANCH)

*Martin O'Connell*  
.....  
Director, NSW Branch

WITNESS

*[Signature]*  
.....

SIGNED FOR AND ON BEHALF OF  
THE ELECTRICITY SUPPLY PROFESSIONAL  
OFFICERS' ASSOCIATION

*[Signature]*  
.....  
Senior Industrial Officer

WITNESS

*LMcRinnon 4/8/99*  
.....

SIGNED FOR AND ON BEHALF OF  
THE FEDERATED MUNICIPAL AND SHIRE  
COUNCIL EMPLOYEES' UNION OF AUSTRALIA,  
NSW DIVISION

*M. Neilson*  
.....  
Organiser

WITNESS

*[Signature]*  
.....

