

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/292

TITLE: **EnergyAustralia Engineer's Enterprise Agreement 2004**

I.R.C. NO: IRC4/5824

DATE APPROVED/COMMENCEMENT: 1 October 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 November 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all engineers of EnergyAustralia, who fall within the coverage of the EnergyAustralia Award 2003

PARTIES: Energy Australia -&- the Electricity Supply Professional Officers Association, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

ENERGYAUSTRALIA ENGINEERS' ENTERPRISE AGREEMENT 2004

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Execution Clause

1. Title

This agreement is to be known as the EnergyAustralia Engineers' Enterprise Agreement 2004.

2. Parties

The parties to this agreement are:

EnergyAustralia and;

Association of Professional Engineers, Managers and Scientists, Australia (NSW Branch) and the Electricity Supply Professional Officers Association on behalf of the employees concerned.

3. Area, Incidence and Duration

- 3.1 This Enterprise Agreement provides coverage of EnergyAustralia Engineers.
- 3.2 It regulates the terms and conditions of employment and rates of pay for the engineers who are covered by this Agreement to the exclusion of EnergyAustralia's Award whilst this Agreement is in force, to the extent of the matters contained within this Agreement. This Agreement shall operate in conjunction with relevant policies and procedures adopted by EnergyAustralia from time to time. Where this Agreement is silent, the EnergyAustralia Award shall apply.
- 3.3 The Agreement shall be made for a nominal period of 3 years commencing from 1 July 2003
- 3.4 No Employee shall be appointed to a position under this Agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the Employer. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

4. Grievance Resolution

- 4.1 This agreement recognises that employee's grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and supervisors.
- 4.2 The parties accept that the following general principles will be observed when a grievance is raised:
- Grievances are resolved at their source and at the lowest possible level;
- Employees address the subject of their grievance with their supervisor first;
- A grievance remains in the part of the organisation where it arose; and
- That normal work continues throughout the resolution process.
- 4.3 Parties involved in resolving any grievance (both individuals and the organisations they represent) have responsibilities including the following:
- To have an appreciation of each others point of view;
- To approach discussions in good faith; and
- Meetings called to resolve the grievance should be called promptly.
- 4.4 At each stage of the resolution process, the parties will attempt as much as possible to reach agreement on the further process to be followed.

5. Dispute Settlement Procedure

- 5.1 The parties agree to take all necessary steps to resolve the matter in dispute.
- 5.2 The employee and/or delegate is required to notify in writing to their immediate supervisor his/her matter in dispute, a meeting request and the remedy sought. The parties should attempt to settle the dispute at a workplace level.
- 5.3 If the matter is not settled the employee and/or delegate will meet with the next level of management.
- 5.4 If the matter is not settled the employee and/or delegate will meet with the divisional HR representative.
- 5.5 If the matter is not settled the employee and/or union organiser will meet with the General Manager. The Manager - Industrial Relations may also attend this meeting.
- 5.6 If the matter is not settled the dispute may be notified to the NSW Industrial Relations Commission after a 72 hour "cooling off" period has been observed by all parties.
- 5.7 Meetings to settle the dispute should occur promptly.

6. Salary

- 6.1 Existing Employees covered by this Agreement shall be appointed to the salaries set out below.

Band	Level	Salary \$
1	1	50,569
	2	54,735
	3	60,435
	4	65,421
	5	69,421

2	1	76,655
	2	81,345
	3	88,049
3	1	91,613
	2	95,302

6.2 The tabled salaries in (6.1) above are payable for all purposes and are inclusive of all allowances other than:

6.2.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia Award and policy and procedure.

6.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia. Employees should refer to the relevant EnergyAustralia policies and procedures for more information in respect of this clause.

6.2.3 Any entitlements under Clause 11 of this Agreement.

6.2.4 On Call Allowances as outlined in the EnergyAustralia Award.

6.2.5 First Aid Allowance as outlined in the EnergyAustralia Award.

6.2.6 Meal Allowance as outlined in the EnergyAustralia Award.

6.2.7 Private Vehicle Usage - ATO Rates as outlined in the EnergyAustralia Award.

7. Salary Adjustment

7.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Award. The increases will also occur on the same date.

8. Progression

8.1 Engineers appointed to Band 1 shall spend a minimum of twelve months at each level before being eligible to progress to the next level. A satisfactory Performance Development System (PDS) result (in accordance with clause 9) is required each year in order to progress. An engineer shall complete a minimum of 18 months service in Band 1 before becoming eligible to apply for advertised Band 2 positions. The General Manager may approve exceptions to the minimum service requirement at Band 1.

8.2 Progression from Band 1 to Band 2 will be by Merit Appointment only.

8.3 To progress from Band 2 Level 1 to Band 2 Level 2 an Engineer must be able to demonstrate two years service at Band 2 Level 1 and a satisfactory PDS result in both years.

8.4 To progress from band 2 Level 2 to Band 2 Level 3 an Engineer must be able to demonstrate three years service at Band 2 Level 2 and a satisfactory PDS result in all three years.

8.5 Progression from band 2 to Band 3 will be by Merit Appointment only.

8.6 All employees graded at Engineer Band 2 Level 4 immediately prior to the commencement of this Agreement shall have their position evaluated using the agreed EnergyAustralia Job Evaluation methodology. Where such evaluations confirm that the position falls within Band 3, the employee's classification will translate to Band 3. Where the evaluation does not confirm the position as falling within Band 3, then the employee's salary will be maintained at Band 3 Level 1 on a Present Occupant Only basis, while the position will be at the evaluated level.

8.7 Those employees deemed Present Occupant Only will not be eligible to progress to Band 3 Level 2

- 8.8 If the Job Evaluation outlined in 8.6 values the position occupied by those engineers outlined in 8.6 at Band 3:

to progress from Band 3 Level 1 to Band 3 Level 2 the engineer must be able to demonstrate three years service at Band 3 Level 1; and

a satisfactory PDS outcome in all three years.

9. Performance Development System

- 9.1 The performance development process involves engineers and their manager determining what needs to be done during the year, discussing progress, reviewing achievement and giving feedback. Workplans are focused on our corporate goals & single set of shared goals.
- 9.2 A formal performance progress review should be carried out with the Manager or Supervisor six months after you have agreed your Workplan objectives. The final performance review shall then be carried out at the end of 12 months. The performance development system cycle operates on a financial year basis.

10. Individual Variations

- 10.1 As part of this Agreement an individual will have the option to vary his or her remuneration and conditions of employment by agreement with the Employer once during the term of this Agreement, provided that 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.
- 10.2 All such variations agreed between the Employer and the Employee will, on request, be notified to the industrial organisation of which the Employee is a member on a confidential basis.
- 10.3 All variations will expire upon the expiration of this Agreement.
- 10.4 Any disputes, claims or grievances regarding variations will be subject to Clause 4 Grievance Resolution of this Agreement.
- 10.5 All Individual Variations Agreements must be recorded in writing and will be made in accordance with the agreed guidelines developed by the parties to this agreement.

11. Overtime

- 11.1 This clause refers to the Overtime clause that appears in the EnergyAustralia Award. Any changes to the aforementioned EnergyAustralia Award clause shall take effect in this Agreement. Those people who are required to perform other than incidental overtime will be paid at the appropriate rate.
- 11.2 This clause applies unless varied by an Individual Variation Agreement.

12. Secondment

- 12.1 An existing employee covered by this Agreement may be employed under an individual contract of employment for a specific period of time. During that time the terms and conditions of the individual contract will apply to the exclusion of this Agreement. On termination of this period of time / contract the Employee will revert back to the employment conditions prescribed by this Agreement.

13. Duties as Directed

- 13.1 The relevant General Manager may direct Employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the Employee's skill, competence and training.

14. Multi-Skilling of Positions

- 14.1 The Parties to this Agreement acknowledge that the interests of EnergyAustralia can be enhanced by the redesign of specific positions and that multi-skilling may be appropriate.
- 14.2 All Employees covered by this Agreement may be required by the Employer to undertake a reasonable level of training to enhance the employee's skill level. This requirement shall be commensurate with, and have regard to the Employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards. Wherever a position is redesigned or multi-skilling of an existing position is identified as a desired outcome, consultation with the affected workgroup/individual shall take place.

15. Acting in Positions

- 15.1 Employees who act in a position covered by this Agreement shall be paid the salary for the position as described in clause 6 and in accordance with the conditions of this Agreement while acting.
- 15.2 Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said Senior Contract position or their current rate, whichever is the greater. General Managers / Managers may review and set the higher-grade rate where applicable. Engineers Enterprise Agreement Employees who act in a Senior Contract position will not be entitled to either take or accrue rostered days off during the period of so acting

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of, race (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
 - 16.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation
 - 16.4.2. offering or providing junior rates of pay to persons under 21 years of age;
 - 16.4.3. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 16.4.4. a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

EXECUTION CLAUSE

Executed as an agreement.

Signed for and on behalf of EnergyAustralia

Witness
Print Name

Signatory
Print Name

Signed for and on Behalf of Association of Professional Engineers, Managers
and Scientists, Australia (NSW Branch):

Witness
Print Name

Signatory
Print Name

Signed for and On Behalf Of Electricity Supply Professional Officers'
Association:

Witness
Print Name

Signatory
Print Name