# REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA09/14

TITLE: Country Energy Personal and Executive Assistants Enterprise Agreement 2009

**I.R.C. NO:** IRC9/298

DATE APPROVED/COMMENCEMENT: 29 April 2009 / 2 March 2009

**TERM**: 27

**NEW AGREEMENT OR** 

**VARIATION:** Replaces EA06/254.

GAZETTAL REFERENCE: Published 29 May 2009

**DATE TERMINATED:** 

**NUMBER OF PAGES**: 6

#### **COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Country Energy located at 30 Morisset Street, Queanbeyan NSW 2620, who are engaged as Personal Assistants to Country Energy's Executive Group consisting of Group General Managers, Regional General Manager and General Managers, 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 PERSONAL AND EXECUTIVE ASSISTANTS ENTERPRISE AGREEMENT 2009

#### 1. Title

This Agreement shall be known as the Country Energy Personal and Executive Assistants Enterprise Agreement 2009.

#### 2. Parties

The parties to this Agreement are, Country Energy - (The Employer) New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU) on behalf of the employees concerned.

#### 3. Duress

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

# 4. Relationship to other Awards and Agreements

This Agreement shall be read and interpreted in conjunction current and any subsequent Country Energy Enterprise Award (The Award). The provisions of this Agreement shall prevail over the provisions of the Award that deals with the same matters, to the extent of any inconsistency.

## 5. Area, Incident and Duration

- This Agreement shall provide coverage for employees titled, Personal Assistants to Country Energy's Executive Group which consists of Executive General Managers (EGM) and Regional General Managers (RGM) and General Managers. (GM)
- 5.2 This Agreement regulates the terms and conditions of employment and rates of pay for the employees who are covered by this Agreement to the exclusion of The Award provisions defined by this Agreement whilst this Agreement is in force.
- 5.3 This Agreement shall operate in conjunction with the relevant policies and procedures adopted by Country Energy from time to time.
- 5.4 This Agreement shall be effective on 6 March 2009 and remain in force till 30 June 2011.
- 5.5 Employees covered by this Agreement, who are redeployed to a lower graded position, shall have their salaries and conditions of employment maintained in accordance with The Award and the Country Energy Salary Maintenance and Redeployment policies.

## 6. Dispute and Grievance Resolution

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.

# 7. Hours of Work

7.1 The ordinary working hours for employees covered by this Agreement shall be 36 hours per week on a Monday to Friday basis.

7.2 It is not the intention that any employee covered by this Agreement work additional hours. Where additional hours are worked, they shall be recorded on the payroll/personnel system and payed at the appropriate overtime rates.

#### 8. Salary

- 8.1 Employees covered by this Agreement shall be paid the appropriate salary according to their appointed position set out in the Salary Structure in 9.2.
- 8.2 Personal Assistant positions are required to be available to serve the requirements of their executive member in accordance with business hours on a 10 day fortnight arrangement Monday to Friday.
- 8.3 Employees covered by this Agreement shall have their remuneration defined by abase amount outlined in accordance with their appointed position and the Salary structure in Subclause 9.2 with an additional 15% which shall be superable to compensate for the loss of the 9 day fortnight and recognition that the position works a minimum of forty (40) hours a week.

# 9. Salary Structure

9.1 The following Salary Structure outlined in 9.2 has been determined by way of Job Evaluation with reference to relevant AQF qualifications. Progress in the structure is outlined in Clause 10 Progression.

Appointment to position at Grade 2, Grade 3 or Grade 4 in the structure shall be by appointment.

Grade 1 shall be the commencement Grade, and only valid for the three (3) month probationary period, for each of the positions in Grade 2 and Grade 3.

#### 9.2 Structure:

	\$			
Personal & Executive Assistant Grade 1 Entry Point for PA Grade 2 and EA Grade 2 (3 month probationary period)		1293.16	=	Pay Point 22 +15%
Personal Assistant Grade 2		1318.84	=	Pay Point 23 +15%
PA to a GM/RGM		1345.43	=	Pay Point 24 +15%
		1372.24	=	Pay Point 25 +15%
		1427.98	=	Pay Point 26 +15%
Executive Assistant Grade 2		4.450.04		
		1456.21	=	Pay Point 27 +15%
Executive Assistant to a EGM		1515.26	=	Pay Point 28 +15%
		1545.46	=	Pay Point 29 +15%
	\$			
Current (Appendix A only) Executive Assistants to a EGM	74	1576.24	=	Pay Point 30 +15%
Personal Assistant Grade 3 Executive Assistant to MD		1740.58	=	Pay Point 34 + 15%

# 10. Increases to Salary Structure

10.1 Increases to the salary structure in this Agreement shall be exactly the same as those received under The Award the life of this Agreement. The increases shall also occur on the same date as those received under The Award.

- Progression through the salary range identified for Personal and Executive Assistants position is outlined in Clause 11 Progression within Grades.
- All guarantees and commitments outlined in the Savings and transition clause of The Award shall apply.

# 11. Progression within Grades

Progression through the Pay Points within Grade 2 and Grade 3 shall be by way of a mixture of attaining competencies to achieve in the case of Grade 2 a Cert III in Business Administration and in the case of Grade 3 a Cert IV in Business Administration or equivalent with a satisfactory assessment in Country Energy's yearly Performance Review.

- 11.1 Grade 1
- Grade 1 is the entry level for new appointments to positions in PA Grade 2 and EA Grade 2, progression from Grade 1 to either PA Grade 2 or EA Grade 2 which ever is relevant shall occur automatically following the successful completion of the three (3) month probationary period.
- 11.2 Personal Assistant (PA) Grade 2
- Progression from Grade 1 Pay Point 22 into PA Grade 2 and then through the remaining Pay Points shall be by having a Cert III in Business Administration or equivalent and then achieving agreed performance outcomes each year in the Country Energy yearly Performance Review. In the case where a Cert III is not yet held, the employee shall be required to attain a satisfactory assessment in CE's yearly Performance Review each year and a number of units of competency from the BSB30407 Cert III qualification in the following manner;

# \* PA GR 2 Pay Point 23 to Pay Point 24

Must have attained two (2) Core plus two (2) Administration Units.

# \* PA GR2 Pay Point 24 to Pay Point 25

Must have attained a further four (4) units which can be made up from the remaining Administration and Elective Units.

# \* PA GR 2 Pay Point 25 to Pay Point 26

Must have attained a further five (5) units which can be made up from the remaining Administration and Elective Units.

- 11.3 Executive Assistant (EA) Grade 2. Executive General Managers Executive Assistant By Appointment.
- Progression from Grade 1 Pay Point 22 to Executive Assistant Grade 2 and then through the remaining Pay points shall be by having a Cert IV in Business Administration or equivalent and then achieving agreed performance outcomes each year in the Country Energy yearly Performance Review. In the case where a Cert IV is not yet held, the employee shall be required to attain a satisfactory assessment in Country Energy's yearly Performance Review each year and a number of units of competency from the BSB 40507 Cert IV qualification in the following manner;

# \* EA GR 2 Pay Point 27 to Pay Point 28

Must have attained five (5) units of competency made up from the Administration and Elective Units.

# \* EA GR 2 Pay Point 28 to Pay Point 29

Must have attained the remaining five (5) units of competency required to achieve the Cert IV qualification from the Administration and Elective Units.

- 11.4 Grade 3 Managing Director Executive Assistant By Appointment
- 11.4.1 Grade 3 Pay Point 34. Must have at least the Cert IV in Business Administration
- 12. Savings and transitions
- The employees currently employed under this Agreement and identified on Appendix A of this Agreement shall be entitled to progress to the top of the previous Salary Structure the 2005 Agreement with no impediment and in accordance with the requirements outlined in the 2005 Agreement..
- The current Personal Assistants who are now identified as Executive Assistants to the Executive General Managers shall be entitled to progress an additional Pay Point to Pay Point 30 (\$1576.47 inclusive of 15%) on recognition of the following;
  - Regular relief of the Executive Assistant to the Managing Director plus one (1)
    unit from the identified units in the second dot point or
  - Attain two (2) Units from the following Units of the BSB50407 Diploma of Business Administration – BSBADM502B Manage Meetings, BSBADM503B Plan and manage conferences, BSBW0R501A Manage personal work priorities and professional development, BSBWRT401A Write complex documents or BSBCMM401A Make a presentation or BSBADM407B Administer projects or BSBADM409A Coordinate business resources.

Only one of the two Units required can come from the identified Cert IV Qualification or both Units can be selected from the identified Diploma Qualification.

- 13. Renewal of Agreement
- Parties agree to commence negotiations three (3) months prior to the expiry date of this Agreement.
- 13.2 If the parties cannot agree on a subsequent Agreement, then the employees shall revert back to the full conditions of The Award that is in place at the time.
- 14. Termination of Agreement
- This Agreement may be terminated at any time with the consent of both parties and the employees shall revert back to all The Award conditions.
- At the end of, or after the nominated term, the Agreement may be terminated by one of the parties upon giving a minimum of three (3) months written notice to the Industrial Registrar and the other party.

# 15. Signatories

<b>SIGNED</b>	FOR	AND	ON	REHALE	OF	COLINITE	RY ENERGY
CIGITED	1 011	AITU	VIV		VI.	COUNT	II EINERUSI

Torri	Renson	

**Executive General Manager Corporate and Commercial Services** 

**WITNESS** 

SIGNED FOR AND ON BEHALF OF NSW LOCAL GOVERNMENT, ADMINISTRATIVE, ENERGY, AIRLINES AND UTILITIES UNION

11/3/03/2009.

WITNESS

# **APPENDIX A**

List of current Personal and Executive Assistants to which Clause 12 Savings and Transition shall apply.

Ros Doyle Janene Harwood Nerrida Galloway Patricia Pudman Lynne Mowatt Sue Young Ros Hough Veronica Williams **Debbie Montgomery** Leanne McDonald Cathy Morgan Michelle Starr Rhonda Laws Jennifer Hadfield Sue Turner Mary Simeonova Sheila Wallace Michelle Akinin Tammy Markou