



**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/167

TITLE: EnergyAustralia Retail & Marketing Enterprise Agreement 2001

I.R.C. NO: 2001/2109

DATE APPROVED/COMMENCEMENT: 10 April 2001

TERM: 21 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 8 June 2001

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of Retail and Marketing within EnergyAustralia

PARTIES: EnergyAustralia -& - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Construction, Forestry, Mining and Energy Union (New South Wales Branch); Electrical Trades Union of Australia, New South Wales Branch; Electricity Supply Professional Officers Association; Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division; The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch); and The Australian Workers' Union, New South Wales.



EnergyAustralia

Retail & Marketing

Enterprise Agreement

2001



EnergyAustralia™

Under the NSW Industrial Relations Act 1996



Enterprise Agreement

Under Section 29 of the
NSW Industrial Relations Act 1996

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1. Title of the Agreement

This Agreement shall be known as the EnergyAustralia – Retail and Marketing Enterprise Agreement 2001.

2. Parties to the Agreement

The parties to this Agreement are as follows:

- Retail and Marketing within EnergyAustralia
- Electrical Trades Union of Australia, New South Wales Branch
- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Branch
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch
- Electricity Supply Professional Officers' Association
- Australian Workers' Union
- Construction, Forestry, Mining and Energy Union (Energy District) NSW Branch



- 6.2.4 If the matter is unable to be resolved under 6.2.3 above, a conference will be arranged between EnergyAustralia's Manager Employee Relations/Employee Relations Consultants 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 6.2.3 above.
- 6.2.5 In the event the matter can not be resolved under 6.2.4 above, the matter will be referred to the Managing Director and conferences will take place with the parties concerned.
- 6.2.6 In the event of failure to resolve a matter by the appropriate steps as set out above and where the parties are unable to agree, there shall be a 'cooling-off' period of 72 hours, excluding weekends and award/public holidays, to enable the parties to re-assess their respective positions.
- 6.2.7 In the event the above steps fail to reach a resolution, then the parties may then seek to exercise their rights under the provisions of the Industrial Relations Act 1996.
- 6.2.8 During the course of the above procedures the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner it was carried out prior to the dispute arising.
- 6.2.9 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.

7. The Agreement

The parties agree that in the first instance, senior members of divisional management shall meet with the Union/s with a view toward developing a framework for an Enterprise Agreement, which addresses specific issues in the business units. The parties agree that the issues for discussion will include items such as those covered by Clause 23 Local Workplace Flexibility under the Award.


8. No Extra Claims

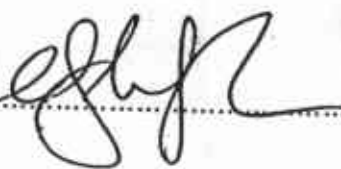
- 8.1 Subject to clause 8.2 below, the union parties to this Agreement undertake that for the period of the duration of this Agreement that they will not pursue any extra claims except where consistent with the State Wage Case principles.


10. Certification and Signatures

The parties listed in Clause 2 without duress enter into this Agreement.

The parties certify to their agreement.

EnergyAustralia..........Dated 21/3/01

Nick Saphin
General Manager
Retail & Marketing..........Dated 15/2/01

Electrical Trades Union of Australia,
New South Wales Branch..........Dated 7/3/01

Federated Municipal and Shire
Council Employees' Union of Australia,
New South Wales Branch..........Dated 21/2/01

Association of Professional Engineers,
Scientists and Managers Australia,
New South Wales Branch.....Dated / /

Electricity Supply Professional
Officers' Association.....Dated / /



Australian Workers' Union..... *R. K. Collins* Dated *20/3/01*

Construction, Forestry, Mining and
Energy Union (Energy District)
NSW Branch..... *[Signature]* Dated *9/3/01*

Australian Manufacturing Workers'
Union..... *[Signature]* Dated *15/3/01*



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- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch
- Electricity Supply Professional Officers' Association
- Australian Workers' Union
- Construction, Forestry, Mining and Energy Union (Energy District) NSW Branch
- Australian Manufacturing Workers' Union

3. Award Relationship

This Agreement is made under the EnergyAustralia Award 2001 (the award).



4. Application and Purpose

This Agreement applies to all employees of Retail and Marketing within EnergyAustralia. The purpose of this Agreement is to achieve a more flexible and productive workforce in order to meet the challenges of a more competitive environment and the needs of our customers.

5. Term of the Agreement

This Agreement shall operate on and from the date of approval and remain in force until 19 December 2002.

6. Dispute Resolution

6.1 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.

6.2 Any dispute, claim or grievance shall be dealt with as follows:

6.2.1 The first point of contact shall be the supervisor of the affected employee(s) who will deal with the matter within 2 working days.

6.2.2 If not resolved at 6.2.1 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 possible, but no more than 2 working days after the initial contact.

6.2.3 If the matter is unable to be resolved under 6.2.1 and 6.2.2 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.

6.2.4 If the matter is unable to be resolved under 6.2.3 above, a conference will be arranged between EnergyAustralia's Manager Employee Relations/Employee Relations Consultants 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 6.2.3 above.

6.2.5 In the event the matter can not be resolved under 6.2.4 above, the matter will be referred to the Managing Director and conferences will take place with the parties concerned.

6.2.6 In the event of failure to resolve a matter by the appropriate steps as set out above and where the parties are unable to agree, there shall be a 'cooling-off' period of 72 hours, excluding weekends and award/public holidays, to enable the parties to re-assess their respective positions.

6.2.7 In the event the above steps fail to reach a resolution, then the parties may then seek to exercise their rights under the provisions of the Industrial Relations Act 1996.

6.2.8 During the course of the above procedures the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner it was carried out prior to the dispute arising.

- 6.2.9 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.

7. The Agreement

The parties agree that in the first instance, senior members of divisional management shall meet with the Union/s with a view toward developing a framework for an Enterprise Agreement, which addresses specific issues in the business units. The parties agree that the issues for discussion will include items such as those covered by Clause 23 Local Workplace Flexibility under the Award.

8. No Extra Claims

8.1 Subject to clause 8.2 below, the union parties to this Agreement undertake that for the period of the duration of this Agreement that they will not pursue any extra claims except where consistent with the State Wage Case principles.

8.2 The parties agree to monitor the impact of the Goods and Services Tax (GST) and to meet in mid December 2001 to compare their respective positions and to assess the impact of the GST on the standard of living of employees. The parties will then agree any further action that is required.

9. Anti Discrimination

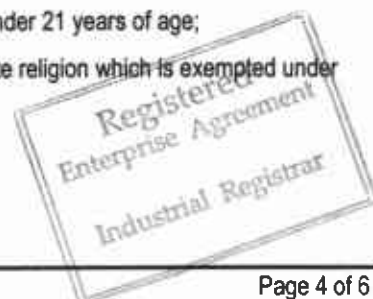
9.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

9.2 It follows that in fulfilling their obligations under the Dispute Resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms of operation, has a direct or indirect discriminatory effect.

9.3 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.

9.4 Nothing in this clause is to be taken to affect:

- 9.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 9.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 9.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;



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9.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

9.4.2 offering or providing junior rates of pay to persons under 21 years of age;

9.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

9.4.4 A party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction;

9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

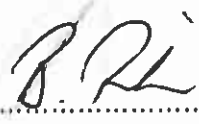
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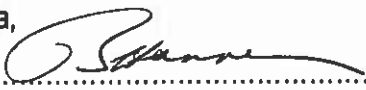
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EnergyAustralia.....  Dated 21/3/01

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General Manager
Retail & Marketing.....  Dated 15/2/01

Electrical Trades Union of Australia,
New South Wales Branch.....  Dated 7/3/01

Federated Municipal and Shire
Council Employees' Union of Australia,
New South Wales Branch.....  Dated 27/2/01

Association of Professional Engineers,
Scientists and Managers Australia,
New South Wales Branch..... Dated...../...../.....

Electricity Supply Professional
Officers' Association..... Dated...../...../.....



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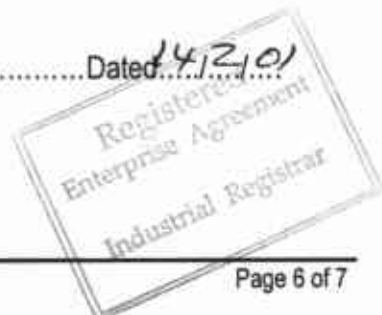
Association of Professional Engineers,

Scientists and Managers Australia,

New South Wales Branch.....Dated *28/2/01*...../...../.....

Electricity Supply Professional

Officers' Association.....Dated *14/2/01*...../...../.....



Australian Workers' Union..... *R. K. Collier* Dated *20/3/01*

Construction, Forestry, Mining and
Energy Union (Energy District)
NSW Branch..... *[Signature]* Dated *9/3/01*

Australian Manufacturing Workers'
Union..... *[Signature]* Dated *15/3/01*

Registered
Enterprise Agreement
Industrial Registrar