

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/254

TITLE: **Country Energy Personal Assistants Enterprise Agreement 2005**

I.R.C. NO: IRC6/471

DATE APPROVED/COMMENCEMENT: 16 February 2006 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 4

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 2005.

PARTIES: Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

COUNTRY ENERGY PERSONAL ASSISTANTS ENTERPRISE AGREEMENT 2005

1. Title

This Agreement shall be known as the Country Energy Enterprise Agreement 2005

2. Parties

The parties to this Agreement are:

Country Energy (Incorporating Australian Inland Energy and Water) - (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 and Australian Inland Consent Award (The Award(s)). The provisions of this Agreement shall prevail over the provisions of the Award(s) that deals with the same matters, to the extent of any inconsistency.

5. Area, Incident and Duration

5.1 This Agreement shall provide coverage for employees titled, Personal Assistants to Country Energy's Executive Group which consists of Group General Managers and Regional General Managers.

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 1 July 2005 and remain in force for a period of three (3) years.

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(s) and the Country Energy Salary Maintenance and Redeployment policies.

5.6 Employees who would ordinarily be covered by this Agreement who elect to retain or return to their current terms and conditions of employment may exercise that option by written agreement with their appropriate Executive Officer

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 or the Australian Inland Consent Award, whichever is applicable.

7. Hours of Work

- 7.1 The ordinary working hours for employees covered by this Agreement shall be 36 hours per week, Monday to Friday.
- 7.2 The business hours referred to in subclause 8.3 shall be Monday to Friday
- 7.3 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 approved pay point range within the Administration Officer pay structure
- 8.2 Transfer from The Award(s) to Enterprise Agreement conditions involves the relinquishing of Rostered Days Off (RDO)
- 8.3 Personal Assistant positions are required to be available to serve the requirements of their executive member in accordance with business hours
- 8.4 Employees covered by this Agreement will have their salary as defined by subclause 8.1, superable and made up as follows
 - 8.4.1 15% for the relinquishing of the RDO

9. Performance Criteria

The salary arrangements as defined in clause 8, shall be subject to the satisfactory conduct of, and satisfactory performance of duties by, the employee as determined by a satisfactory outcome of the employees annual performance review.

10. Salary Structure

- 10.1 The parties agree that in the first twelve (12) months of this Agreement they shall review the Personal Assistants' position description to establish an accurate structure reflecting the requirements in competencies, responsibility and accountability of the different Personal Assistants in the organisation.
- 10.2 Once this has been agreed and determined to reflect a true Personal Assistants structure the parties shall seek a consent variation to place the structure in the Agreement or incorporate in a renewed Agreement, which ever comes first.

11. Salary Increases – Progression

- 11.1 Salary increases received under this Agreement will be exactly the same as those received under The Award, current and future during the life of this Agreement. The increases will also occur on the same date as those received under The Award.
- 11.2 Progression through the salary range identified for Personal Assistant positions shall occur in the same manner as is identified for employees covered by The Award.
- 11.3 All guarantees and commitments outlined in the Savings and transition clause of The Award shall apply.

12 Renewal of Agreement

12.1 The parties agree to commence negotiations three (3) months prior to the expiry date of this Agreement and/or be determined in conjunction with the introduction of clause 10, Salary structure.

12.2 If the parties cannot agree on a subsequent Agreement, then the employees shall revert back to the full conditions of The Award(s) that is in place at the time.

13. Termination of Agreement

13.1. 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.

13.2. 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.

Appendix A – Wage Schedule – CE Award				
New Classification 01/10/03	\$ 01/07/2005	\$ 01/07/2006	\$ 01/07/2005 Plus 15%	\$ 01/07/2006 Plus 15%
	4.6%	4.6%		
Admin.5	917.92	960.14	1055.61	1104.16
Admin.6	973.94	1018.74	1120.03	1171.55
Admin.7	1013.32	1059.93	1165.32	1218.92
Admin.8	1075.28	1124.75	1236.58	1293.46
Admin.9	1118.97	1170.44	1286.81	1346.01
Admin.10	1141.09	1193.58	1312.25	1372.62
Admin.11	1187.37	1241.99	1365.48	1428.29
Admin.12	1211.03	1266.73	1392.68	1456.74

Appendix B– Wage Schedule –AI Award			
Classification 01/01/04	\$ 02/01/2005	\$ 01/01/2006	\$ 01/01/2006 Plus 15%
		4.6%	
CO 3/1	1067.74	1116.86	1284.39
CO 3/2	1106.89	1157.81	1331.48
CO 4/1	1132.09	1184.17	1361.80
CO 4/2	1157.74	1211.00	1392.65
CO 5/1	1173.24	1227.21	1411.29
CO 5/2	1198.14	1253.25	1441.24
CO 5/3	1240.80	1297.88	1492.56
AO 1/1	1239.26	1296.27	1490.71
AO 1/2	1270.77	1329.23	1528.62
AO 2/1	1306.28	1366.37	1571.33
AO 2/2	1374.71	1437.95	1653.64
AO 3/2	1400.83	1465.27	1685.06
AO 4/1	1433.23	1499.59	1724.53
AO 4/2	1452.90	1519.73	1747.69
AO 5/1	1504.78	1574.00	1810.10
AO 5/2	1547.82	1619.02	1861.87
AO 6/1	1577.18	1649.73	1897.19
AO 6/2	1593.59	1666.90	1916.94

SIGNATORIES:

SIGNED FOR AND ON BEHALF OF COUNTRY ENERGY

Terri Benson – Group General Manager Corporate Services

WITNESS

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

WITNESS
