

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/15

TITLE: Country Energy Human Resources Adviser Enterprise Agreement 2008

I.R.C. NO: IRC9/585

DATE APPROVED/COMMENCEMENT: 8 May 2009 / 8 May 2009

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**NEW AGREEMENT OR
VARIATION:** Replaces EA06/175.

GAZETTAL REFERENCE: Published 29 May 2009

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Country Energy located at Queanbeyan NSW 2620, who are engaged in middle management and specialists roles, 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 HUMAN RESOURCES ADVISER ENTERPRISE AGREEMENT 2008

1. Title

This Agreement shall be known as the **Country Energy Human Resources Adviser Enterprise Agreement, 2008.**

2. Arrangement

1. Title
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3. Aim of Agreement

The aims of this Agreement are to achieve:-

- Employment conditions that reflect the needs of the Enterprise and the employees in the role of Human Resources Adviser at Country Energy.
- Service levels that meet business needs.
- A team culture based upon participation, trust, respect and development of team skills.
- A business focus on performance measures and continuous improvement strategies.
- A fair outcome for management and employees that share the benefits of improved productivity and working arrangements.

4. Coverage and Parties Bound

This Agreement shall be binding on Country Energy; The New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union of Australia (USU).

4.1 This Agreement is intended to cover:

4.1.1 Employees in Human Resources Adviser roles whose employment conditions at the date of commencement of this Agreement are contained in employment contracts with Country Energy and whose Total Remuneration Package (TRP) is within the Hay evaluated salary range for the Human Resources Adviser role, as set out below:

HR Adviser

Minimum Threshold Salary Level (entry)	- \$91,320.00 TRP
Maximum Threshold Salary Level	- \$116,620.00 TRP

4.1.2 Country Energy undertakes to ensure that as a result of this new enterprise bargaining agreement, no employee will suffer any detrimental effect to their benefits and/or conditions as set out by their previous employment conditions prescribed by the Manager's and Specialist's Enterprise Bargaining Agreement.

4.1.3 Any disputes in relation to the application of this agreement shall be mediated through the Grievance Resolution Procedure as prescribed by the Country Energy Enterprise Award, 2007, and successor instruments.

5. Date and Period of Operation

5.1.1 This Agreement shall commence from 8 May 2009 and remain in force until 30th June, 2011.

5.1.2 Any salary increases that are determined as part of the first step of transitioning the existing HR Advisers to the nearest highest pay point and any subsequent increase determined from the process administered by TAFE in the recognition of prior learning will be effective as of 1 July 2008 and each Human Resource Adviser's remuneration will be backdated accordingly where appropriate.

6. Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Country Energy Enterprise Award, 2007 and successor instruments, provided that where there is any inconsistency between this Agreement and the Country Energy Enterprise Award, this Agreement shall take precedence to the extent of the inconsistency.

All other conditions of employment will be as per the Country Energy Enterprise Award, 2007 and successor instruments unless specifically covered by this agreement.

7. Enterprise Arrangements

The parties to this Agreement have agreed that the following terms and conditions shall apply to employees covered by this Agreement:-

7.1 Hours of Work

Employees under this Agreement shall devote their attention, time and skill during normal business hours, and at other times as necessary, to fulfil the requirements of their duties.

7.1.1 The nominal hours of work for an employee classified within the range of Human Resources Adviser will be up to 72 hours per fortnight, worked Monday to Friday, to be performed over a 10 day fortnight, unless otherwise agreed.

7.1.2 It is acknowledged that employees covered by this agreement may work flexible hours to meet business requirements, by mutual agreement, by varying their standard hours, starting and finishing times and lunch breaks within the spread of ordinary hours of work.

7.1.3 At the request of an employee covered by this agreement, and with their manager's approval, an employee may exchange time worked that is consistently in excess of their normal spread of ordinary hours for an equal amount of time off, to be taken at a mutually agreed time. Such time can be accrued up to a maximum of five (5) days per financial year.

7.2 Remuneration

7.2.1. Employees identified in 4.1.1 above will be provided with a Total Remuneration Package (TRP) comprising cash salary and employment benefits as set out in Schedule C. Such Total Remuneration Package shall include the provision for the employer's statutory Superannuation contribution, any Award related increases in the Employers Superannuation contribution, and other elements as identified.

7.2.2 Employees identified in 4.1.1 above will be provided with the appropriate Award rate of pay for their classification. As well, they will be provided with a range of additional negotiated benefits, including consideration for the 9 day fortnight, which will be set out in Schedule C of this Agreement. Thereafter this shall be referred to as the employees Total Remuneration Package. (TRP)

7.2.3. Salary increases under this agreement will be the same as those received under the Country Energy Award, and successor instruments, and from the same operative date. Such increases will be applied to the Total Remuneration Package, less the employer's statutory Superannuation contribution and additional employer contribution.

7.2.4 The composition of the TRP shall be reviewed annually at which time the Employee may request in writing that the components of the package taken as cash salary and employment benefits be varied. The Employer will be entitled to pay out of the Employee's TRP the amount of any tax, charge, or levy related to the Employee's employment or employment benefits which are required by law. The Employer may satisfy its obligation to make the Employer superannuation contribution specified in

Schedule C to a superannuation fund nominated by the Employer and may do so by way of:

- (a) an actual contribution made in respect of the Employee to the nominated fund; or
- (b) an allocation in respect of the Employee out of any reserve in that fund of the same net amount as if an actual contribution had been made by the Employer.

7.2.5 Any restructuring of the package and its components shall not result in any increase in the cost of the package to the Employer. Fringe benefits tax on package components shall be deducted from the TRP.

7.2.6 The cash salary component of the package shall be paid to the Employee in equal monthly instalments nominally two weeks in advance, two weeks in arrears.

7.2.7. On termination of employment under this Agreement, the Employee shall be paid all entitlements at 100% the employees Total Remuneration Package, excluding the employer's statutory Superannuation contribution.

7.2.8. Salary Sacrifice arrangements are available as an option for the employee. Salary Sacrificing is limited to

- Superannuation
- Motor Vehicle/s
- Company products and services

Fringe Benefits costs incurred through salary sacrificing arrangements will be met in full by the employee.

7.3 Overtime

7.3.1 Overtime will not apply to employees under this Agreement.

7.4 Travel Arrangements

7.4.1 The parties agree that employees who are expected to travel for work purposes will do so during normal working hours where possible and all travel on weekends wherever practical will be avoided.

7.4.2 Where an employee is required to travel away from their normal designated place of work outside of the normal spread of ordinary hours, all travel time shall be regarded as time worked.

7.5 Training

7.5.1 Country Energy is committed to optimising capability and performance by ensuring that training and development is directed to:

- Developing a more highly skilled and flexible workforce; and

- Providing employees with career opportunities through skill acquisition.

7.5.2 To ensure that employees have the skill, competence and training to perform their duties and functions, they shall undertake and complete employer endorsed training relevant to their duties and functions. Country Energy shall meet all reasonable costs and expenses associated with this training and development.

7.6 Appointments and Grading

7.6.1 The following rates of pay have been determined allowing for professional growth, competency acquisition and performance. The rates shown will move in line with increases to the Country Energy Award.

Classification	TRP
Human Resources Adviser Grade 1	\$91,320
Human Resources Adviser Grade 2	\$95,000
Human Resources Adviser Grade 3	\$100,000
Human Resources Adviser Grade 4	\$105,000
Human Resources Adviser Grade 5	\$110,000
Human Resources Adviser Grade 6	\$116,620

7.7 Progression Criteria

7.7.1 Progression is available to all Human Resources Advisers from Human Resources Adviser Grade 1 through to Human Resources Adviser Grade 6, as follows;

To progress from HRA 1 to HRA 2:

Attainment of 3 Core and 1 Elective Units from the BSB50607 Diploma Human Resources Management. Achieve agreed performance outcomes in Country Energy's 12 monthly performance reviews.

To progress from HRA2 to HRA 3:

Attainment of the remaining 4 Elective Units from the BSB50607 Diploma Human Resources Management. Achieve agreed performance outcomes in Country Energy's 12 monthly performance reviews.

To progress from HRA 3 to HRA 4:

Attainment of 3 Core Units from the Advance Diploma Human Resources Management. Achieve agreed performance outcomes in Country Energy's 12 monthly performance reviews.

To progress from HRA 4 to HRA 5:

Attainment of remaining 3 Core Units from the Advance Diploma Human Resources Management. Achieve agreed performance outcomes in Country Energy's 12 monthly performance reviews.

To progress from HRA 5 to HRA 6:

Attainment of required 2 Elective Units from the Advance Diploma Human Resources Management. Achieve agreed performance outcomes in Country Energy's 12 monthly performance reviews.

7.7.2 The normal recognition of prior learning assessment shall be carried out as a matter of priority for all existing Human Resource Advisers, at the time of the making of this agreement. It is envisaged that the recognition of prior learning process and salary increases where appropriate be completed by June 2009 for all Human Resource Advisers.

7.7.3 If the normal recognition of prior learning assessment has not been completed and salary increases where appropriate have not been implemented by 1 July 2009, then all existing Human Resource Advisers at the time of the making of this agreement shall move to the next higher Human Resource Adviser Grade available to them.

7.7.4 All existing Human Resource Advisers at the time of the making of this agreement shall be entitled to annual progression effective on 1 July each year until the normal recognition of prior learning assessment is completed and salary increases where appropriate have not been implemented.

7.7.5 Any salary increases that are determined as due by the Powerful skills competency teams' recognition of prior learning mapping process will be effective as of 1 July 2008 and each Human Resource Adviser's remuneration will be backdated accordingly where appropriate.

7.7.6 Due to the recent structural changes announced on 30 January 2009, the parties agree that should the role of Human Resource Adviser significantly increase in scope, responsibility and/or accountability, a review shall take place to re-evaluate the role and associated remuneration.

7.8 Individual Variations

7.8.1 Whilst based upon a collectively bargained Agreement, the Parties to this Agreement recognise that each of the positions covered by it are and will increasingly become, individually specialised and that employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the Parties

7.8.2 As part of this Agreement individuals will have the option to vary their remuneration and conditions of employment by agreement with the employer once during the term of this Agreement, provided 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. (Where it is agreed that the hours of work will be varied, that variation will not change the requirement that the varied hours are worked across a 10 day fortnight, Monday to Friday).

7.8.3 All such variations agreed between the employer and the employee will be notified to the industrial organisation of which the employee is a member on a commercial in confidence basis

7.8.4 All variations will expire upon the termination of this Agreement.

7.8.5 Any disputes, claims or grievances regarding variations will be subject to Clause 15 – Disputes Settlement of this Agreement.

8. Motor Vehicles

8.1.1 Country Energy will make available to the employees covered by this agreement a suitable motor vehicle in accordance with the provisions of Country Energy's Vehicle Selection and Use and Private Use Policies in order to perform their normal duties.

9. Performance Reviews

9.1.1 Employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Review will establish the key result areas/targets that the employees will be measured against as part of their annual performance review.

10. Other Work, Reward and Inducement

10.1 The Employee must not engage, for remuneration, in private or contract work for any other person or organisation without the written approval of the Employer.

10.2 Other than as provided by this Agreement, the Employee must not accept any payment or other benefit as a reward or inducement, from any person or organisation, for any act or reason in connection with the business or affairs of the Employer.

11. Confidentiality

11.1 The Employee:

- shall not divulge or use any confidential information about the Employer or its affairs acquired during the Employee's employment, except to the extent that the Employee is required by law to disclose such information;
- shall take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any confidential information; and

- shall not disclose confidential information to any third party without first obtaining the written consent of the Employer except in the ordinary and proper course of employment with the Employer.

11.2 Confidential information about the Employer includes but is not limited to all trade and business secrets and any information (written or oral) of a commercial, operational, technical or financial type which is not publicly available relating to the affairs or business of the Employer and the clients of the Employer and their related bodies corporate.

11.3 The Employee's obligations under this clause survive the termination of the Employee's employment.

12 Professional Indemnity

12.1 Provided that the Employee acts honestly, diligently and in good faith, the Employee shall not suffer any loss or damage of any kind by reason of any liability incurred by the Employer as a result of the conduct of the Employee and the Employer shall hold the Employee harmless and indemnify the Employee against any loss, claim, and cause of action of any kind arising out of or in the course of employment.

13. Future Negotiations

13.1 The parties agree to commence negotiations on a new Agreement no later than 3 months before the completion of the nominated term of the Agreement.

14. Duress

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

15. Disputes Settlement

15.1 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, 2007.

16. Termination of Agreement

16.1 This Agreement may be terminated at any time with the approval of all the parties to it. At the end of or after the nominal term, the Agreement may be terminated by any one of the parties giving at least 3 months' written notice to the other parties.

17. Signatories

**SIGNED FOR AND ON BEHALF OF
COUNTRY ENERGY**

.....
Terri Benson
Executive General Manager Corporate and Commercial Services

IN THE PRESENCE OF

.....

Date:

**SIGNED FOR AND ON BEHALF OF
THE NEW SOUTH WALES LOCAL
GOVERNMENT, CLERICAL,
ADMINISTRATIVE, ENERGY, AIRLINE AND
UTILITIES UNION OF AUSTRALIA (USU)**

.....

IN THE PRESENCE OF

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Date: