

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/171

**TITLE:** Integral Energy Networks Enterprise Agreement 1999

**I.R.C. NO:** 99/2892

**DATE APPROVED/COMMENCEMENT:** 2 July 1999

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to the employees of Integral Energy Networks other than contract staff

**PARTIES:** Integral Energy -&- Electrical Trades Union of Australia, New South Wales Branch, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

Registered  
Enterprise Agreement  
Industrial Registrar

**INTEGRAL ENERGY  
NETWORKS**

**ENTERPRISE AGREEMENT  
1999**

**under the Industrial Relations Act 1996**

**14 April 1999**

**1. Title of Agreement:**

The agreement shall be known as *the Integral Energy Networks Enterprise Agreement 1999*.

**2. Parties:**

The parties to the agreement are:

Integral Energy Networks (a business unit of Integral Energy Australia)  
Electrical Trades Union of Australia (NSW Branch)  
Federated Municipal and Shire Council Employees Union of Australia (NSW Division) – *including members of the federally registered Australian Service Union*  
Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

**3. Coverage:**

The agreement shall cover the employees of Integral Energy Networks other than contract staff as specified in clause 1.3.2 of the award.

**4. Term:**

The term of the agreement shall be for two (2) years commencing from the first pay period on or after the date of acceptance.

**5. Duress:**

The parties confirm that the agreement was not entered into under duress.

**6. Award Relationship:**

Other than the conditions of employment outlined in this agreement, the employees of Integral Energy Networks are governed under the Integral Energy Conditions of Employment Award 1997.

**7. Agreement:**

Agreement is reached in the following terms:

**7.1 Statement of Principle:**

In order to meet the challenges of a more competitive environment and the changing needs of our customers, IE Networks aims to achieve a more flexible and productive workforce.



The main objectives of this agreement are:

- To provide a higher standard of customer service over a wide range of hours
- To ensure that IE Networks maintains and grows its customer base and ensures its commitment to all other business units of Integral Energy to maintain and grow our customer bases.
- To gain the competitive advantage in the market place
- To develop a more flexible, competitive, skilled and safe workforce

### **7.2 Review period:**

The IE Networks agreement plays a significant role in ensuring the success of the business by facilitating greater flexibility in the way the employees and business operate. The implementation of the flexible options described in the agreement will play a significant role in the business achieving its targets and performance measures outlined in the IE Networks Business Plan.

### **7.3 Consultative Process:**

The consultative process for implementing flexible working practices within the bounds of this agreement are based on a common understanding by the employer, employees and the unions on a range of flexible options. The process of reaching agreement regarding such work practices, will be as follows:

- 7.3.1 For the purpose of consultation the employer will demonstrate the business need and consult with the employees concerned in regard to the proposed changes. This will include an analysis of the issues involved and consideration of the business and individual employees needs, with the aim of reaching a mutually acceptable proposal.
- 7.3.2 The objective of such consultation will be to reach agreement between the employer and the employees concerned on the method of implementing and working the proposed workplace changes.
- 7.3.3 Where such proposed changes may have an adverse effect on an employee the employer will genuinely endeavour to address such issues of concern, the objective being to meet the needs of all parties and still achieve the business and customer requirements.

### **7.4 Formal Workplace Arrangements:**

To meet the requirements of the business, each local workplace, will be able to enter into their own workplace arrangement to establish greater flexibility than this enterprise agreement subject to the requirements of the Industrial Relations Act 1996.

The process for establishing local workplace arrangements will be as follows:

- 7.4.2 Consultation will occur between the employer and employees concerned, and relevant unions.

- 7.4.3 Consultation will occur as listed in clauses 7.3.1 to 7.3.3 of the Process, above. Following this the proposed workplace arrangement will be put to a meeting of employees directly affected by the arrangement. A majority of these employees voting in favour of the proposal will finalise the arrangement, with reference to clause 7.3.3, above for any individuals adversely affected by the arrangement.
- 7.4.4 There shall be no reduction in an employee's ordinary rate of pay for the ordinary hours worked.
- 7.4.5 The employees directly affected will be given a copy of the arrangement document.
- 7.4.6 Such workplace arrangements may include, but not limited to gainsharing or bonuses as components of the negotiated arrangement. This will be negotiated on an individual work/project basis.

### **7.5 Hours of Work:**

The aim is to facilitate the employer and employees agreeing to the most efficient and appropriate way of meeting customer, business and employee requirements.

Agreement occurs through the process outlined in clause 7.4, above. Flexibility can occur through one or more of the following ways:

- 7.5.2 Averaging normal working hours over the week, to allow for peaks and troughs of work. This can involve varying the length and/or the number of days worked, in order to meet the requirements of the business or the customer. Averaging should not result in days which exceed 12 normal hours a day, or a week which consists of more than 5 ordinary days.
- 7.5.3 Averaging normal hours of work over a longer cycle period as agreed. Examples of longer cycle periods which may be implemented to meet particular customer or business needs may be, but not limited to the following:
- ◆ 70/72 hours within a 2 week work cycle
  - ◆ 140/144 hours within a 4 week work cycle
  - ◆ 210/216 hours within a 6 week work cycle
- 7.5.4 Taking the recreation day on any day within the normal cycle of work (9 day/fortnight), depending on the business and employee needs of each cycle period. Recreation days will only be taken between Monday and Friday.
- 7.5.5 Rostering of recreation days over a longer cycle as agreed. For example:
- ◆ 1 recreation day within a 2 week cycle
  - ◆ 2 recreation days within a 4 week cycle
  - ◆ 3 recreation days within a 6 week cycle
  - ◆ any other agreed cycle period
- 7.5.6 The flexibility to allow normal working days outside Monday to Friday in order to meet a particular customer or business requirement, where Saturday and/or Sunday would be paid at the award overtime rates.
- 7.5.7 Flexibility could include staggering the start and finish of normal hours within a work group.
- 7.5.8 Where a recreation day falls on a Public Holiday the employer and the employee will agree to another working day within the work cycle to be taken as the recreation day.

7.5.9 Recreation days may, by agreement, be banked and taken at an agreed time following the normal cycle. The number of recreation days banked should not exceed 5 days at any one time. Should this occur the employer and the employee will agree as to how the recreation days will be taken at a time giving regard to the needs of the business and the employee. A recreation day bank balance of zero days is to be achieved at least once a calendar year.

7.5.10 Any other agreed variation of flexibility as described in clauses 7.5.1 to 7.5.8 in response to business, customer or individual requirements within the bounds of this agreement.

## 7.6 *Overtime*

All overtime worked in excess of ordinary hours, and prior to commencement, as defined in the above hours of work, will be considered overtime and will be paid as follows:

- ◆ Overtime worked on a Monday through Saturday will be paid at a rate of time and one half for the first two hours and double time thereafter.
- ◆ All other overtime will be paid in accordance with the Integral Energy award.

## 7.7 *Meal and Rest Breaks:*

### 7.7.1 *Meal breaks – normal hours:*

An employee will be entitled to an unpaid meal break of 30 minutes. The meal break will be taken at a mutually agreed time no more than 6 hours from the employees starting time. Such breaks may be staggered according to the needs of the business.

## 7.8 *Meal Allowance:*

- ◆ As per award; or
- ◆ A reasonable meal to the equivalent value of the allowance may be provided by the organisation in lieu of the meal allowance.

## 7.9 *Mobility:*

### 7.9.1 *Start and finish on the job:*

Based on the particular business needs, the employer and the employee will agree as to which of the following options should apply:

Where the employee is required to start and finish on the job, the following all inclusive daily allowance will apply:

*Use of own vehicle:*

- ◆ Where an employee is required to report and finish on the job, at their normal starting and finishing times, up to 50 kilometres from the employees usual depot, a payment of \$18 per day will apply.
- ◆ Where an employee is required to report and finish on the job at their normal starting and finishing times in excess of 50 kilometres from their usual depot, this will be deemed to be excess travel and hence a per day rate or other suitable arrangements will be agreed through the consultative process.

*Use of Integral Energy Vehicle:*

- ◆ Where an employee is required to report and finish on the job, at their normal start and finish times up to 50 kilometres from the employee's usual depot, a payment of \$10 per day will apply.  
OR
- ◆ The employee may leave and arrive home at what would have been their normal time. Excess travel is then included as a part of the normal hours and payment would not apply.
- ◆ Where an employee is required to report and finish on the job, at their normal start and finish times in excess of 50 kilometres from the employee's usual depot, this will be deemed excess travel and hence a per day rate or other suitable arrangements will be agreed through the consultative process.

This excludes employees for whom alternate arrangements have already been agreed.

**7.9.2** *Permanent transfer to new headquarters:*

- ◆ Permanent transfer of an employee occurs where the organisation relocates a position or function to a new location, subsequently requiring the employee to transfer to the new headquarters.
- ◆ Individuals/work groups will be reimbursed for excess travel incurred by the transfer as per the award, or by alternative agreed arrangement.
- ◆ Permanent transfer has not occurred if the employee transfers of their own choice, for example, is appointed to a position through competitive interview. For employees in these circumstances who are adversely affected, the provisions of assistance may be discussed through the Integral Energy Relocation Policy.

**7.10** *Overnight Travel:*

Where an employee is required to travel overnight, on company business, the award provisions will apply, with a preference that reasonable expenses be reimbursed unless otherwise agreed for a specific project.

**7.11 Award Special Leave:**

For employees, other than shift workers, who are entitled to the four (4) days award special leave (refer schedule D of the award) may choose to:

- ◆ Retain the four (4) days
- ◆ Nominate at any time to trade in the four (4) days for a once off payment of \$3,000.

**7.12 New Classification Structure**

The parties are committed to the need to develop a classification structure and career path guidelines to meet the needs of the business and employees.

**7.13 Other Benefits:**

Subject to taxation guidelines, employees may have the following individual choices:

- ◆ In-house child care (where available)
- ◆ Novated Lease (subject to the Leasing Company guidelines)
- ◆ Company Product (up to \$500 per annum)

**7.14 Occupational Health and Safety:**

The management, employees and their unions recognise the importance of developing and maintaining healthy and safe working conditions within IEC to prevent injury, disease and incident. This goal can be best achieved through joint involvement of the employer, employees and unions at all levels by keeping the health and safety standards under constant review.

The employer, employees and unions will strive to improve standards of health and safety within IEC and will regard the relevant regulations and the Occupational Health and Safety Act 1983 as the minimum acceptable levels.

**7.15 Grievance Settlement:**

The award provisions of grievance settlement will apply





**8 Declaration of Agreement:**

Signed for and on behalf of the Integral Energy Networks business unit of Integral Energy Australia

Signature ..... *[Handwritten Signature]*  
K Thorn GM, Integral Energy Networks

Witness: ..... *[Handwritten Signature]*

Dated: ..... *30/4/99* .....

Signed for and on behalf of the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (*including the members of the federally registered Australian Service Union*)

Signature: .....

Name: .....

Position: .....

Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature: .....

Name: .....

Position: .....

Dated: .....



**8 Declaration of Agreement:**

Signed for and on behalf of the Integral Energy Networks business unit of Integral Energy Australia

Signature .....  
R Thorn GM, Integral Energy Networks

Witness: .....

Dated: .....

Signed for and on behalf of the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (including the members of the federally registered Australian Service Union)

Signature: *[Handwritten Signature]* .....

Name: *BRIAN HARRIS* .....

Position: *GENERAL SECRETARY* .....

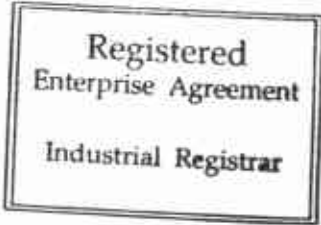
Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature: .....

Name: .....

Position: .....

Dated: .....



**8 Declaration of Agreement:**

Signed for and on behalf of the Integral Energy Networks business unit of Integral Energy Australia

Signature .....  
R Thorn GM, Integral Energy Networks

Witness: .....

Dated: .....

Signed for and on behalf of the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (*including the members of the federally registered Australian Service Union*)

Signature: .....

Name: .....

Position: .....

Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature: ..... *B.Ri* .....

Name: ..... *BERNIE RIORDAN* .....

Position: ..... *SECRETARY* .....

Dated: ..... *19.4.99* .....

Signed for and on behalf of the Association of Professional Engineers  
Manager, Australia, New South Wales Branch:

Signature: Mark O'Connell

Name: M O'CONNELL

Position: DIRECTOR NSW

Dated: 10 May 1999