

ENTERPRISE AGREEMENT

NO: E.A. 29 /1992

DATE REGISTERED: 16-11-92

PRICE: \$ 38-00

**ILLAWARRA ELECTRICITY  
PROFESSIONAL ENGINEERS  
FLEXIBLY PACKAGED CONTRACTS  
ENTERPRISE AGREEMENT**

THIS ENTERPRISE AGREEMENT is made on 30 September, 1992.

THIS ENTERPRISE AGREEMENT is made in recognition, by Illawarra County Council and its employees in managerial and senior specialist occupations, that the improved commercial and overall performance of the Council, as required by the Performance Agreement between the Council and the Minister for Energy, and as necessitated by increasing community expectations for efficiency and quality of service by public utilities, will be significantly assisted by the making of individual performance-based contracts of employment which permit some flexibility in salary arrangements, provide an incentive for exceptional performance by individual employees and allow regular performance-based reviews and assessments.

**TITLE:**

1. This agreement shall be known as the "Illawarra Electricity Professional Engineers Flexibly Packaged Contracts Enterprise Agreement"

**PARTIES:**

2. The parties to this agreement are the Illawarra County Council and the Association of Professional Engineers, Australia (New South Wales Branch) (hereinafter referred to as "the Association").

(in accordance with Section 121 (1) (a) of the N.S.W. Industrial Relations Act 1991)

**ENTERPRISE:**

3. This agreement is made for the enterprise of Illawarra County Council.

(in accordance with Sections 121 (1) (a) of the N.S.W. Industrial Relations Act 1991)

**OCCUPATIONS:**

4. This agreement is made for the occupations of Managers and Senior Specialist officers of Illawarra County Council, being more particularly those set out in Schedule A hereto.

(in accordance with Section 121 (1) (a) of the N.S.W. Industrial Relations Act 1991)

**AGREEMENT:**

5 The parties agree as follows:

5.1 The conditions of employment of employees on whom this agreement is binding, relating to sick leave, ordinary hours of work and rates of wages shall be:

5.1.1 in respect of person employed before 9 June 1992, those set out in the Illawarra County Council (General Conditions of Employment) Award, hereinafter referred to as "the award", and

5.1.2 in respect of persons whose employment commenced on or after 9 June 1992, those set out in such award (if awarded) of the Industrial Relations Commission of N.S.W. as otherwise applies to such employees.

(in accordance with Section 121 (1) of the N.S.W. Industrial Relations Act 1991)

5.2 The conditions of employment of employees (on whom this agreement is binding and who were employed before 9 June 1992) relating to Special Leave, Bank Holiday and Picnic Day (which were transferred to the week after Easter Monday) Overtime, Higher Grade Pay and the method payment of Annual Leave Loading shall be, **at the option of the individual employee**, either:

5.2.1 those conditions set out in the award, or

5.2.2 the following conditions, namely

5.2.2.1 the payment of an amount equal to 3.85% of, and in addition to, the employee's salary, being a payment in lieu of the leave referred to in paragraph 5.2.2.2, below,

5.2.2.2 the employee is not entitled to Special Leave (including Bank Holiday and Picnic Day which were transferred to the week after Easter Monday) in accordance with subclause (v) of clause 16, General Leave Provisions of the award, and

5.2.2.3 the employee shall not receive any payment in addition to annual salary in respect of the working of overtime or for acting temporarily in a higher grade position, and

5.2.2.4 the payment in respect of Annual Leave Loading may be made in installments throughout the year, with payment of salary.

- 5.3 The conditions of employment of employees (on whom this agreement is binding and whose employment commenced on or after 9 June 1992) relating to Special Leave, Bank Holiday and Picnic Day (which were transferred to the week after Easter Monday), Overtime, Higher Grade Pay and the method of payment of Annual Leave Loading shall be, **at the option of the individual employee**, either:
- 5.3.1 those set out in such award of the Industrial Relations Commission of N.S.W. as otherwise applies to such employees, or
- 5.3.2 the following conditions, namely
- 5.3.2.1 if, and only if, the applicable award provides for the Special Leave including Bank Holiday and Picnic Day (which were transferred to the week after Easter Monday), the payment of the amount equal to 3.85% of, and in addition to, the employee's annual salary, in lieu of such leave,
- 5.3.2.2 that the employee is not entitled to Special Leave (including Bank Holiday and Picnic Day which were transferred to the week after Easter Monday),
- 5.3.2.3 that the employee shall not receive any payment in respect of the working of overtime or for acting temporarily in a higher grade position, and
- 5.3.2.4 that payment in respect of Annual Leave Loading may be made in instalments throughout the year, with payments of salary.
- 5.4 The conditions of employment set out in paragraphs 5.2.2 and 5.3.2 shall only be available to those employees who have entered into individual performance-based contracts in the terms set out in Schedule B hereto, or in terms otherwise acceptable to the parties.

The form of the contract set out in Schedule B is intended to comply with the terms of the document entitled "Illawarra Electricity Flexible Packaging Policy", a copy of which is set out in Schedule C hereto, and should be interpreted accordingly.

**GENERAL CONDITIONS OF EMPLOYMENT:**

- 6.1 The conditions of employment fixed by the award shall continue to apply to those employees on whom this agreement is binding as are within the scope of the award, except to the extent of any inconsistency between the award and a provision in an individual contract, in which case the individual contract shall prevail.
- 6.2 The salaries fixed by the Illawarra Electricity (Classifications and Rates of Pay) Interim Award, as varied from time to time, shall continue to apply to those employees on whom the agreement is binding as are within the scope of this award, except to the extent of any inconsistency between the award and a provision in an individual contract, in which case the individual contract shall apply.
7. The salary and conditions of employment fixed by any other award shall apply to such employees on whom this agreement is binding as are within the scope of that other award, except to the extent of any inconsistency between such an award and a provision in an individual contract, in which case the individual contract shall prevail.

(In accordance with Section 121(1) (b) of the N.S.W. Industrial Relations Act 1991)

**DISPUTES:**

8. The procedures containing in clause 21, Disputes of the award shall, to the extent that they are consistent with this agreement and the individual contracts, be followed by employees on whom this agreement is binding, for the avoidance and settlement of greivances and disputes.

(In accordance with Section 121 (1) (c) of the N.S.W. Industrial Relations Act 1991)

**DECLARATION:**

9. In making this agreement, each party to it declares that he, she or it was under no duress.

(In accordance with section 121 (1) (d) of the N.S.W. Industrial Relations Act 1991)

**TERM:**

10. The term of this agreement shall be three (3) years.


INTENDED EFFECT:

11. Each of the parties to this agreement concur in the Industrial Relations Commission of N.S.W. exercising its functions relating to conditions of employment fixed by this agreement whilst this agreement is in force.

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SIGNED for Illawarra  
County Council

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}

  
.....  
Phillip Neil Marvell  
Acting General Manager

SIGNED for the Association

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}

  
.....  
SECRETARY

# SCHEDULE A

**ILLAWARRA ELECTRICITY  
PROFESSIONAL ENGINEERS  
FLEXIBILITY PACKAGED CONTRACTS  
ENTERPRISE AGREEMENT**

<b>POSITION</b>
Senior Engineer - Operations
Supervising Engineer - Planning
District Engineer - Ulladulla
Engineer - Design/Lines
District Engineer - Bowral
Tests and Metering Engineer
Engineer - Planning
System Control Engineer
Protection Engineer
Subs and Mains Equipment Engineer
Engineer - Planning
Commun'ns and Workshop Engineer
District Engineer - Nowra
Special Projects Engineer
Engineer - Design/Contract Administration
Engineer - Design/Substations
Projects and Consumers Engineer
Area Manager - Nowra
District Engineer - Bellambi
Supervising Engineer - Design
District Engineer - Shellharbour
District Engineer - Coniston
Director Organisational Change
Asst General Manager - Engineering
District Engineer - Bega
Divisional Engineer - Development
Divisional Engineer - Operations





### **3.3 Salary Movements**

- 3.3.1** Movements in salary shall be according to general movements in the Illawarra Electricity (Classifications and Rates of Pay) Award
- 3.3.2** Movements in salary may also be according to performance based regrading within the range established, as a result of Job Evaluation, for the position in 2.0 above.
- 3.3.3** The Gross Package, in 3.2 above, shall be adjusted according to salary movements at the time of their operation

## **4.0 BENEFITS**

### **4.1 Conditions of Employment**

The provisions of the Illawarra County Council (General Conditions of Employment) Award and the Illawarra Electricity Policies

### **4.2 Award Conditions - exclusions**

- \* Overtime provisions
- \* Higher grade pay
- \* Award Special Leave plus two (2) Concessional Days
- \* Annual Leave Loading

### **4.3 Basis for exclusions**

The overtime provisions insofar as providing for additional pay for hours worked in excess of the ordinary hours of work per day or week are inappropriate to the basis on which the Manager/Officer is employed. In the event of a major departure from what may be reasonably expected of the Manager/Officer an administrative solution shall be determined on a case by case basis.

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Higher Grade Pay insofar as the traditional "acting" is inappropriate to the basis on which the Manager/Officer is employed. Under exceptional circumstances for extended periods of time temporary appointment to a designated position may occur.

Award Special Leave and two (2) Concessional Days are excluded by virtue of being converted to a component of the "Total Package". The conversion is based on the increase in available productive time (that is 2 additional weeks out of 52) and equates to 3.85%.

#### **4.4 Benefits**

Benefits may be negotiated within the size of the package in accordance with the terms of the Flexible Packaging Policy (30 October 1991) and that it is the responsibility of the Manager/Officer to ensure compliance with any relevant Act and Council shall not be liable for any consequential loss incurred as a result of flexible packaging.

The mix of benefits and salary may be changed on an annual basis only except in extraordinary circumstances with "management" approval.

### **5.0 PERFORMANCE**

The performance of the Manager/Officer shall be assessed annually.

Such assessment shall be based on:

#### **5.1 Performance Agreement**

The relevant components of the performance agreement between the Minister for Minerals and Energy and Illawarra Electricity.

#### **5.2 Corporate Goals**

Any goals or objectives as may be set between the General Manager (or his delegate) and the Manager/Officer.

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### **5.3 Position Performance**

Performance in the day to day operation of the position in which the Manager/Officer is employed.

## **6.0 CODE OF CONDUCT**

### **6.1 CONFIDENTIALITY**

The Manager/Officer shall take all reasonable steps to maintain confidential information which may be entrusted to him.

He shall not use or attempt to use such information:

**6.1.1** to injure or cause loss either directly or indirectly to Illawarra Electricity.

**6.1.2** for personal gain.

This restriction shall remain in force after the termination of this Agreement, but shall cease to apply to information which may come into the public domain.

### **6.2 CONFLICT OF INTEREST**

The Manager/Officer should avoid real or apparent conflicts of interest between himself/herself and Illawarra Electricity which may affect the manner in which they discharge the responsibilities of their position.

Conflict of Interest may include but not necessarily restricted to:

**6.2.1** business and financial interests;

**6.2.2** political interests;

**6.2.3** other private interests

Breach of the Code of Conduct may result in the termination of the Contract of Employment without penalties being payable by Illawarra Electricity for the termination or non-renewal of the Contract.

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### **6.3 GENERAL**

The Code of Conduct of the Manager/Officer should be seen also in the light of the "N.S.W. Local Government Code of Conduct".

## **7.0 RESOLUTION OF DISPUTES**

The relationship between Illawarra Electricity and the Manager/Officer should be based on equity and good faith. It is therefore the responsibility of both Illawarra Electricity and the Manager/Officer to deal with and resolve matters in dispute according to fairness and a recognition of each others needs.

Disputes arising from this Agreement should in the first instance be resolved between the Manager/Officer and their manager.

Where the dispute is not resolved it should be referred to the General Manager to determine the matter.

The Manager/Officer may be accompanied by a representative of their Union or Association at any meetings

## **8.0 RENEWAL OF AGREEMENT**

The Contract may be renewed for a further term subject to satisfactory performance during the term of the Contract in accordance with the Performance Review Policy

Negotiations with view to the renewal of the Contract shall commence three (3) months prior to the date the Contract term is due to end.

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## **9.0 TERMINATION OF AGREEMENT**

This Agreement shall terminate for any of the following reasons:

### **9.1 Termination of Agreement**

Termination of this agreement shall be subject to 1 months notice by either the Manager/Officer or Illawarra Electricity, thereafter coverage shall be according to the relevant awards

### **9.2 Award Benefits**

The termination pay in relation to Award Benefits shall be calculated at the Award salary rate.

### **9.3 Change of position**

This Agreement shall terminate where the Manager/Officer is permanently appointed to another position in Illawarra Electricity. A new Agreement may be negotiated to cover the new arrangement.

### **9.4 Unsatisfactory Performance**

This Agreement shall not be renewed or shall terminate where the performance of the Manager/Officer is shown to be inadequate in terms of Criteria and Assessment under the Performance Review Policy. No compensation shall be payable for such non-renewal or termination.

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**10.0 RESCISION OF PREVIOUS ARRANGEMENTS**

This Agreement shall rescind and replace the relevant aspects of previous arrangements or contracts of employment between Illawarra Electricity and the Manager/Officer.

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Signed by:  
(the Manager/Officer full name)  
(position title)

.....  
(the Manager/Officer name)

In the presence of

.....

Signed for and on behalf of  
**ILLAWARRA ELECTRICITY**

.....  
M W Greentree  
General Manager

In the presence of

.....

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INDEMNITY

I hereby authorise Illawarra Electricity to deduct from my termination payment any monies that may be owing by me to Illawarra Electricity under my salary packaging arrangement.

.....  
Signature

.....  
Witness

.....  
Date

.....  
Date

# SCHEDULE C



## ILLAWARRA ELECTRICITY FLEXIBLE PACKAGING POLICY

Performance Based Contracts should be seen in conjunction with:

- \* The relevant provisions of the Illawarra County Council (General Conditions of Employment) Award,
- \* The relevant provisions of Illawarra County Council Policies,
- \* The Illawarra Electricity Flexible Packaging Policy,
- \* The Illawarra Electricity Performance Review Policy,
- \* The Performance Based Term Contract and
- \* The Offer letter

The "Performance Based Term Contracts" for Managers and Senior Engineering Specialists are offered on the following basis:

- A. Divisional Managers  
Area Managers (Bega, Bowral, Moruya and Nowra)  
District Managers (Coniston/Bellambi/Shellharbour)

It is the expectation that Managers at these levels in Illawarra Electricity shall be subject to this Policy

- B. Branch Managers  
Senior Specialists

Managers and Specialists in this category may elect to be subject to this Policy.

- C. The "Flexible Packaging" shall not result in the cost of the Manager/Senior Specialist, to Illawarra Electricity, increasing as compared to the traditional Employee/Salary/Award Benefit arrangement. The underlying principle shall be one of "Cost Neutrality" to Illawarra Electricity.

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22 November 1991



**1. CALCULATION OF PACKAGE:**

The package shall consist of the following components:

- 1.1 **Award Salary** (Annual salary shall equal the weekly rate times 52.2);
- 1.2 **3.85% of Award Salary** for the conversion of Award Special Leave and two (2) Concessional Days
- 1.3 **Annual Leave Loading** in accordance with the relevant Award covering the Manager/Senior Specialist;
- 1.4 **Superannuation**
  - 1.4.1 to the extent of the actual percentage of contributions, in a given year, times 1.9 to calculate the "employer contribution" under S.A.S.S. This amount may only be used for the purposes of "superannuation" (e.g. S.A.S.S., pre-tax P.S.E.S.S., bona fide private superannuation scheme, etc)
  - 1.4.2 the "Productivity Superannuation". The amount of 2.5% shall be paid to the relevant approved superannuation fund as required under the Superannuation Principle of the N.S.W. Wage Fixing Guidelines.
- 1.5 **Expense Allowance** in relation to the positions of General Manager, Assistant General Manager - Engineering, Assistant General Manager - Administration and Director of Organisational Change. The value of the Expense Allowance being adjusted annually by movements in the Consumer Price Index in accordance with the resolution of Council.

**2. BENEFITS:**

- 2.1 The Benefits permitted under "Flexible Packaging" shall:
  - \* be Lawful;
  - \* not generate any additional costs for Illawarra Electricity;and may include the following:

2.2 Vehicles:

2.2.1 The vehicle allocated to the Manager/Senior Specialist under the Vehicle Rental Scheme Policy shall continue in accordance with that Policy.

2.2.2 Any additional vehicle/s requested by the Manager/Senior Specialist shall be by way of purchase or leasing.

The cost of leasing charges and Fringe Benefit Tax shall be deducted from the "Package" of the Manager/Senior Specialist.

The cost of maintenance, repairs, registration, insurance, etc shall be borne by the Manager/Senior Specialist unless they form part of the leasing agreement.

2.3 Travel:

2.4 Club/Association subscriptions:

2.5 Housing Rental:

2.6 Loans:

2.6.1 Home Loans:

2.6.2 Personal Loans:

2.6.3 Investment Loans:

2.7 Holidays:

2.8 Health Insurance:

2.9 Insurance - general:

2.10 Educational Expenses:

2.11 Other:

Other benefits may be permitted with the written agreement of the General Manager.

The over-riding principle of not generating any additional cost to Council shall apply to any benefit, including the ones specified above. Included in the cost shall be Fringe Benefit Tax and any future taxes duly legislated.

2.11 Salary:

2.11.1 **Salary payable:**

Expenses to be deducted pre tax may only be altered annually. The resultant salary shall be payable to the Manager/Senior Specialist on a weekly basis by electronics funds transfer.

Periods of leave (such as Annual Leave, Long Service Leave, etc) shall require:

- \* adjustment of leave balances,
- \* the payment of the above "salary" in advance and
- \* in the case of Long Service Leave an additional payment for Long Service Leave Loading

2.11.2 **Notional Salary for P.S.E.S.S.:**

For the purpose of P.S.E.S.S. the "notional salary" shall be according to the rules of the Scheme.

2.11.3 **Salary for Award Benefit Purposes:**

For the purposes of Award benefits, for example Long Service Leave, the "salary" shall be the Award rate of pay. (The method for calculating the annual salary the weekly rate of pay should be multiplied by 52.2).

2.12 Superannuation:

2.12.1 **Occupational Superannuation:**

The percentage of contributions to the State Authorities Superannuation Scheme by the Manager/Officer, at the time of entering the "Flexible Packaging" Contract, shall form the basis of calculating the package in the first year.

The Manager/Officer may elect to increase the percentage contribution in keeping with the rules of the State Authorities Superannuation Scheme. This increase in contribution level may only occur at the rate of one percent (1%) per year.

In keeping with the rules of the State Authorities Superannuation Scheme the contributions of the Manager/Officer may only average a maximum of six percent (6%). The Manager/Officer shall be responsible for verifying that this maximum average is not exceeded.

The amount of the employer contributions under the State Authorities Superannuation Scheme shall be used for "superannuation" purposes ONLY. This may be through the State Authorities Superannuation Scheme, the Public Sector Executive Superannuation Scheme or bona fide private superannuation schemes, etc.

**3. ACCESS TO FLEXIBLE PACKAGING:**

Access to Flexible Packaging shall be through a Performance Based Contract only. In the event of a contract not being renewed access to Flexible Packaging will not be available to the Manager/Officer and traditional Award coverage shall resume.

**4. PERFORMANCE:**

The criteria under which a Manager/Specialist shall be established and assessed in accordance with the Illawarra Electricity Performance Review Policy

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