

ENTERPRISE AGREEMENT

NO: E.A. 128 /1995

DATE REGISTERED: 13-4-95

PRICE: \$ 54-00

AUSTRALIAN ENERGY SOLUTIONS

ENTERPRISE AGREEMENT 1995

23 February 1995

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1. TITLE

This Agreement shall be known as the Australian Energy Solutions Enterprise Agreement 1995.

2. PARTIES

The Parties to this Agreement are

- Sydney Electricity
- The Federated Municipal and Shire Council Employees Union of Australia, NSW Branch (ASU)
- The Association of Professional Engineers, Australia (NSW Branch)

3. INCIDENCE AND DURATION

- a. This Agreement provides rates of pay and conditions of employment for the employees of Australian Energy Solutions whose positions are nominated in Clause 7.
- b. The Agreement shall be for a period of one year commencing from the date of registration.
- c. This Agreement replaces the terms and conditions of the Sydney Electricity Award.

4. DECLARATION

- (a) The Parties declare that this Agreement was freely entered into and has been developed in accordance with the Industrial Relations Act 1991.
- (b) The Parties also declare that the Agreement is not harsh, unfair or unconscionable.

5. DISPUTES AND GRIEVANCE RESOLUTION

There is a high level of commitment to negotiation and joint problem solving. In this environment of joint ownership with guaranteed participation, consultation and co-operation about workplace issues, unilateral action is not an option available to any party. The use of unilateral action is equivalent to one party seeking to impose its will on the other and is not a means of resolving issues.

In the event that an employee, group of employees or a union has an issue which they want considered by management, then the matter should be raised and discussed at a local level in the first instance. If the matter cannot be resolved locally or has a possible impact on another section of the organisation, the parties should consider taking the matter to the next level of management or involving other representatives who are able to speak on behalf of those other sections of the organisation.

Every attempt must be made to resolve matters within the Organisation. Only as a last resort should reference to external agencies be considered.

The Parties believe that the only means of resolving issues is negotiation and conciliation and these are the processes that the parties commit themselves to in order to resolve issues and introduce change.

6. PURPOSE OF THE AGREEMENT

Australian Energy Solutions is a partnership between Sydney Electricity Enterprises and International Energy Services Company Pacific. The purpose of Australian Energy Solutions is to provide services which improve the energy efficiency and reduce the energy costs of major business customers in Australia:

This Agreement is intended to establish the minimum conditions of employment for the employees of Australian Energy Solutions who fall within the scope of the Agreement.

Australian Energy Solutions is established as a commercial business and decisions about the conditions of employment and the rates of pay need to be made in the context of the commercial goals of the business.

This Agreement is intended to provide the right amount of flexibility to meet the needs of the employees and customers of AES. In agreeing, the Unions have taken into consideration the size and nature of the operations of AES. The parties do not necessarily consider these conditions to be suitable for other parts of Sydney Electricity.

The Agreement provides a means by which employees can transfer between Australian Energy Solutions and Sydney Electricity.

7. JOB STRUCTURE AND RATES OF PAY

- a. This Agreement shall apply to the following positions

		Annual Salary
Operations Manager]	\$80 100
Marketing and Sales Manager] Level 3-Snr Mgrs EA	"
Finance Manager]	"
Project Engineer	Pay Point 57	\$63 400
Financial Analyst	Pay Point 55	\$60 968
Marketing Representative	Pay Point 55	"
Administrative Assistant	Pay Point 32	\$38 665
Clerical Assistant	Pay Point 18	\$29 293

- b. These rates of pay shall be adjusted at the same time and by a comparable amount as the corresponding rates of pay for employees of Sydney Electricity.

8. METHOD OF PAYMENT

- (a) Employees shall be paid by direct transfer to a maximum of three major financial institutions.
- (b) Employees shall be paid fortnightly.

9. HOURS OF WORK

- (a) Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will normally involve work over a 5 day week, 8 hours per day, Monday to Friday. Ordinary hours of work will not exceed 40 per week averaged over 52 weeks.
- (b) The start and finish times shall be agreed with each employee and shall be flexible enough to meet both their personal needs and the needs of the job and the customers.
- (c) Employees are entitled to an unpaid break of 30 minutes per day. The exact timing and duration shall be agreed on an ad hoc basis to meet both the employee's needs and the needs of the job and the customers.
- (d) Employees can be granted time off in lieu of additional hours worked with the agreement of their manager. Any additional hours worked shall be reasonable in light of the rates of pay involved.

10. OVERTIME

Any additional hours shall not be separately paid. All employees are paid a premium in their normal salary which covers any additional hours.

11. PART-TIME EMPLOYMENT

- (a) A part-time employee is one who is employed as such and who works regular days and regular hours which are less than the full time ordinary hours.
- (b) A part-time employee shall be paid a pro rata rate commensurate with their normal hours worked each week.
- (c) A part-time employee shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.

12. CASUAL EMPLOYMENT

- (a) A casual employee shall mean any person who is engaged and paid as such.
- (b) Minimum engagement on any day shall be four hours.
- (c) Casual employees shall be paid a loading of 20 per cent which shall be in lieu of all benefits provided under this Agreement, including sick leave and annual leave, other than Long Service Leave in accordance with the Long Service Leave Act.

13. FIXED TERM EMPLOYMENT

- (a) A fixed term employee is one who is engaged for a fixed term.
- (b) Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.

14. JOB SHARING

- (a) Job sharing is a particular type of work where one or more full-time positions are shared by two or more employees to cover an agreed span of hours.
- (b) Where a full-time employee requests to convert to part-time work and their current position needs someone on duty full-time, a job sharing arrangement may be suitable.
- (c) A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.
- (d) A job-sharer shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.

15. ANNUAL LEAVE

- (a) Employees shall be entitled to 4 weeks of annual leave at the completion of each year of service.
- (b) This leave will be approved subject to consideration of work needs.
- (c) Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- (d) Payment for annual leave shall be at the ordinary rate of pay.
- (e) Employees may be allowed to take a period of annual leave in advance of its accrual, subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, any pre-payment may be deducted from their termination pay.
- (f) Any public holidays which occur during annual leave shall not be deducted from annual leave entitlements.
- (g) When an employee ceases employment for any reason, they shall be paid for any annual leave which has not yet been taken for each completed year of service. The employee shall also be paid a pro rata amount for any leave which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the ordinary rate which applied at the time employment ceased
- (h) Employees shall not commence annual leave whilst on sick leave or accident leave.
- (i) Employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee should provide his/her manager with as much notice as possible before the scheduled start of work.

16. SICK LEAVE

- (a) Employees are entitled to sick leave when their sickness prevents them from attending their workplace.
- (b) In determining an employee's total sick leave credit, prior service with an organisation as calculated in Clause 24 will be taken into account.
- (c) Where an employee has exhausted his/her entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- (d) All sick leave up to five years' service shall accrue at 15 days per year. All sick leave which accrues after the completion of five years' service shall accrue at 18 days per year. Any untaken portion of the entitlement shall accumulate for use in future years.
- (e) An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with the provision for cashing in sick leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.
- (f) Public holidays which occur during periods of sick leave are not counted as sick leave.
- (g) A certificate from a medical practitioner is required for all claims for sick pay which exceed three working days. However, where an employee's sick leave record is unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months.
- (h) A medical certificate should include the following information:
 - Name of employee
 - Name of Doctor and signature
 - Reason for absence *
 - Period during which the employee is unfit for work, and
 - Date of issue.

16. Sick Leave (cont.)

- * While it is reasonable for Sydney Electricity to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.
- (i) Employees will make reasonable efforts to notify their manager as close to the normal start time as practical if they are going to be absent on sick leave.

17. ACCIDENT LEAVE AND PAY

- (a) "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- (b) Where an employee has been injured in the course of employment at Australian Energy Solutions, they shall be paid Accident Pay and Workers' Compensation for a combined total period up to 52 weeks, provided that employment continues with Australian Energy Solutions during that period.
- (c) Additional periods of accident pay may be granted where circumstances warrant it.
- (d) A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the partners will select a third doctor whose opinion will settle the matter of accident pay.

This will not determine the issue of liability which will be settled by the Workers' Compensation Court if the parties cannot agree.

- (e) A medical certificate should include the following information:
 - Name of employee,
 - Name of doctor and signature,
 - Reason for absence,
 - Period during which the employee is unfit for work, and
 - Date of issue
- (f) If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim for paid sick leave or paid accident leave, then the employee shall repay the sum of the actual pay received to a maximum not exceeding the settlement or compensation received. In such cases, the amount of sick leave which was reimbursed will be recredited to the employee.

18. LONG SERVICE LEAVE

(a) Long Service Leave shall be taken in periods of not less than two weeks.

(b) Long Service Leave shall accrue according the following scale:

After 10 years' service	13 weeks
After 15 years' service	Additional 8½ weeks
After 20 years' service	Additional 13½ weeks
After each additional 5 years' service	Additional 13 weeks

(c) All long service leave is paid at the employee's ordinary rate of pay as defined in the Appendix.

(d) An employee who has completed a total of five years' service and less than 10 years' service with Sydney Electricity and Australian Energy Solutions and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 weeks' pay for each year of service and pro rata for partly completed years to the nearest whole month.

(e) An employee who has completed a total of 10 or more years' service with Sydney Electricity and Australian Energy Solutions whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken:

Ten years' service	13 weeks
Between 10 and 15 years' service	1.7 weeks per year
Between 15 and 20 years' service	2.7 weeks per year
After 20 years' service	2.6 weeks per year

Pro rata amounts will be paid for partly completed years to the nearest whole month.

(f) Employees who have continuity of service with an organisation which merged with Sydney Electricity or is recognised under the Transferred Officers Long Service Leave Act will have that service and any periods of long service leave taken into consideration in calculating their entitlement.

(g) Employees shall not commence long service leave whilst on sick or accident leave.

(h) Employees shall give at least four weeks' notice of their intention to take long service leave. Shorter notice may be agreed, subject to work requirements.

19. SPECIAL LEAVE

- (a) Special Leave may be granted for the following purposes:
- * Bereavement,
 - * Blood donations,
 - * Attending Employee Assistance Program,
 - * Personal or family matters,
 - * Attending to union matters.
- (b) Special Leave may be granted with or without pay by agreement.
- (c) Special Leave may or may not count for service by agreement.
- (d) An employee who is required to attend for Jury Service will be granted leave which will count as service. An employee will be paid the difference between their normal rate of pay and the amount paid for jury service.
- (e) Special Leave with pay will be granted to employees for their first appointment with the Employee Assistance Program. Subsequent appointments are subject to sub-clauses (b) and (c) above.
- (f) Employees are encouraged to use single days of annual leave to cover other absences. The employee should provide his/her manager with as much notice as possible before the scheduled start of work.

20. FAMILY LEAVE

- (a) Up to 5 days of paid Family Leave is available for employees to look after sick relatives or to mind their children when alternative child care is unavailable.
- (b) This leave will be debited against the employee's sick leave.
- (c) The definition of a family shall be given a broad interpretation to include defacto and same sex partners.

21. PARENTAL LEAVE

- (a) The provisions of the Industrial Relations Act 1991 shall apply.

- (b) Employees who are eligible for maternity leave without pay under the Industrial Relations Act 1991 shall be entitled to receive up to nine weeks of paid leave (or 18 weeks at half pay) included in the 12 months approved under the Act at their ordinary rate of remuneration.

22. PUBLIC HOLIDAYS

- (a) The days on which the following holidays are gazetted shall be days off work without loss of pay:

**New Year's Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Queen's Birthday
Labor Day
Christmas Day
Boxing Day**

- (b) In addition, employees shall be entitled to the day off work without loss of pay for any other day or days which are gazetted as public holidays throughout NSW.
- (c) Any public holiday which falls during a period of annual leave, sick leave or long service leave, shall not be debited against that leave.
- (d) An employee who is absent from duty without approval on the working day prior to, or the working day after, a public holiday shall not be entitled to pay for that holiday or the unauthorised absence.
- (e) Where an employee has been on unauthorised leave for more than five consecutive working days, the employee is not eligible to be paid for any public holidays which occur during the leave.
- (f) Employees of AES shall be eligible for an extra holiday each year which shall be taken at a mutually convenient time.

23. TERMS OF EMPLOYMENT

(a) Notice of Termination

Australian Energy Solutions shall give an employee 4 weeks of notice or payment in lieu.

This period of notice given by Australian Energy Solutions is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service.

This shall not limit Australian Energy Solutions' right to dismiss an employee without notice for serious and wilful misconduct.

Employees shall provide Australian Energy Solutions with not less than four week's notice of termination or forfeit four week's salary in lieu.

- (b) If an employee is absent without notifying Australian Energy Solutions for a continuous period of five working days without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.
- (c) The decision to dismiss an employee shall rest with the General Manager.
- (d) An employee may retire after reaching 55 years of age.
- (e) Money cannot be deducted from an employee's pay without written authority from the employee except where an employee resigns and annual leave has been taken in advance but has not yet accrued on a pro rata basis.

23. Terms of Employment (Cont.)

- (f) Employees are not entitled to pay in the following circumstances:
 - (i) where an employee is absent without authorisation, or
 - (ii) where an employee is absent due to sickness but has no entitlement to paid sick leave, or
- (g) Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.
- (h) The Sydney Electricity Redundancy and Redeployment policy applies to employees under this agreement.

24. CALCULATION OF SERVICE

- (a) All previous service with Sydney Electricity, Sydney County Council or any of the County Councils who were amalgamated with Sydney County Council on 1 January 1980 whether as an apprentice, trainee, cadet or full time or part time employee shall count towards service entitlements under this Agreement provided that there was no break in employment as the employee moved between County Councils or to Australian Energy Solutions.
- (b) All service with AES will count as service with Sydney Electricity.
- (c) The following periods will not count for service and will not break the continuity of service with Australian Energy Solutions:
- Sick leave without pay
 - Parental leave without pay
 - Leave without pay, whether authorised or not
- Leave without pay can be assessed on a case-by-case basis to determine whether or not it will count for service.
- (d) Where employment with Australian Energy Solutions was terminated because of ill health or injury, and the employee is subsequently retired, the total length of service shall be taken into account in calculating the employee's entitlements.
- (e) The provisions of the Transferred Officers Long Service Leave Act shall apply but may be reviewed in the event Sydney Electricity or Australian Energy Solutions is corporatised. This will not affect the accrued leave of any employee who already has an entitlement under the Act.

25. CASHING IN SICK LEAVE

- (a) Where an employee retires at age 55 or above or accepts voluntary redundancy/early retirement or is retired on medical grounds arising from illness or accident, the employee shall be paid at the ordinary rate of pay applicable to the employee's appointed grade at the date of termination for his/her accumulated untaken sick leave up to the date of termination as calculated below.
- (b) The maximum number of hours of sick leave that may be cashed-in is to be calculated as follows:

Step 1: Calculate the number of hours of accumulated sick leave, as at the date of termination of employment.

Step 2: Calculate the number of hours of accumulated sick leave, as at 15 February 1993, that the employee could have cashed-in if his or her employment had been terminated immediately before 15 February 1993.

The maximum number of hours of accumulated sick leave that may be cashed-in is the lesser of the numbers calculated under Step 1 and Step 2.

26. HIGHER GRADE PAY

- (a) Employees may be given the opportunity to act in higher graded positions. These opportunities are to be treated as training and will not attract a higher rate of pay.
- (b) Positions will not be held vacant for more than 4 months unless a decision has been taken to abolish the position or the incumbent is on parental leave or is on long service leave or has been seconded to other duties.
- (c) Employees will receive the remuneration of a higher graded position after they have spent a total of four months acting in the position.

27. SUPPLEMENTARY SUPERANNUATION

- (a) This clause applies to employees who:
- (i) were employed by Sydney County Council on or before 31 March 1977; and
 - (ii) contributed to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and
 - (iii) compulsorily transferred to the State Authorities Superannuation Scheme on 1 May 1990; and
 - (iv) have completed at least 20 years' continuous service with Sydney Electricity, Sydney County Council and Australian Energy Solutions; and
 - (v) retired age, retired ill-health, was dismissed for reasons other than misconduct, took voluntary redundancy or died whilst still employed.
- (b) Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:
- (i) $E = 3.5 + 0.07(S - 20)$

where E = the employee's entitlement measured in weeks of pay per year of service at their ordinary rate.

and S = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser;

and
 - (ii) The monetary benefits directly attributable to all payments made or to be made in respect of the employee by Sydney Electricity or any other employer under the provisions of the Local Government and Other Authorities (Superannuation) Act 1927 and the State Authorities Superannuation Act 1987 or its successor.

27. Supplementary Superannuation (Cont.)

- (c) This clause shall not apply to an employee who is a contributor under the Pension Fund provisions of the Local Government and Other Authorities (Superannuation) Act 1927 or a contributor under the provisions of the Superannuation Act 1916.
- (d) This clause also applies to employees who were formerly employed by a County Council and who were transferred to Sydney Electricity on 1 January 1980 and were subsequently employed by Australian Energy Solutions provided that:

- (i) they maintained continuity of service in the transfer;
- (ii) they fulfil the requirements in sub-clause (a) of this clause:

if they meet these criteria, service with a County Council prior to being transferred to Sydney Electricity on 1 January 1980 will be counted in calculating any entitlement under this clause.

- (e) Where an employee is appointed to one of the positions of Operations Manager, Marketing and Sales Manager or Finance Manager under this Agreement, his or her total entitlement to supplementary superannuation and other employer funded superannuation benefits shall be limited so that the total employer funded contribution to the employee's superannuation does not exceed 14.5% of the employee's annual salary under this Agreement. This means that employees who are eligible for a large imputed employer contribution to supplementary superannuation will need to limit their contribution to other employer funded superannuation so that the yearly total of imputed and actual employer contributions on their behalf do not exceed 14.5% of their annual salary. For example:

If the imputed supplementary superannuation contribution is 10% of the employee's annual salary, then the maximum yearly employer contribution to SASS is 4.5% of annual salary.

28. MISCELLANEOUS CONDITIONS OF EMPLOYMENT

(a) Telephone Rental

Nominated employees who are required to take or make business calls at home will be reimbursed the cost of phone rental and/or business calls as determined by AES.

(b) Death of Employee

On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.

(c) Provision of Motor Vehicle

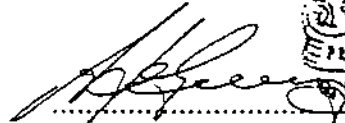
(i) Employees at or above Pay Point 55 may sacrifice salary for a vehicle under the same terms and conditions which apply under the Sydney Electricity Senior Managerial and Professional Employees Agreement 1995.

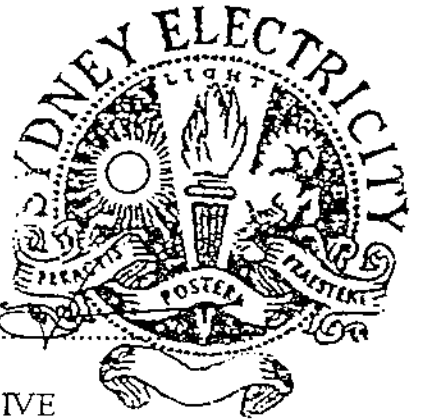
(ii) Alternatively, employees at or above Pay Point 55 may obtain a vehicle under a novated lease and enter into a salary sacrifice arrangement to pay the private usage portion of all leasing costs and running costs and all fringe benefits tax. The amount of salary sacrifice shall not exceed 25% of the employee's annual salary unless approved by the General Manager.

(d) Career Break

There is no provision for a Career Break for employees of Australian Energy Solutions.

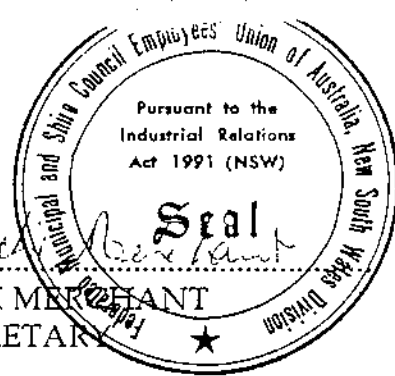
SIGNED FOR AND ON BEHALF
OF SYDNEY ELECTRICITY


A J GILLESPIE
CHIEF EXECUTIVE



SIGNED FOR AND ON BEHALF
OF THE FEDERATED MUNICIPAL
AND SHIRE COUNCIL EMPLOYEES'
UNION OF AUSTRALIA, NEW SOUTH
WALES DIVISION


JACK MERCHANT
SECRETARY



SIGNED FOR AND ON BEHALF
OF THE ASSOCIATION OF
PROFESSIONAL ENGINEERS
AUSTRALIA, NEW SOUTH
WALES BRANCH


GREG SUTHERLAND
SECRETARY

