

ENTERPRISE AGREEMENT

NO: E.A. 140 /1995

DATE REGISTERED: 26-4-95

PRICE: \$ 28-00



PROSPECT ELECTRICITY
EXECUTIVE ASSISTANTS TO
SENIOR MANAGEMENT STAFF

ENTERPRISE AGREEMENT

3 November 1994

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2. TITLE OF AGREEMENT

This agreement shall be known as the "Prospect Electricity Executive Assistants to Senior Management Staff Enterprise Agreement"

3. PARTIES TO THE AGREEMENT AND COVERAGE

(a) The parties to this agreement are Prospect Electricity (hereinafter called Prospect) and the Executive Assistants to Senior Management Staff as a group of employees.

(b) This agreement covers employees (hereinafter called Executive Assistants) who are employed in the award classifications of Administrative Officer whose salary excluding allowances is equivalent to salary classes 14 to 28 inclusive in the Prospect County Council (Wages and Salaried Employees) Consolidated Award (hereinafter called the Award).

(c) The enterprise for which the agreement is made is the Executive Assistants for the Senior Management Staff of Prospect Electricity comprising:

- Chief Executive
- Deputy Chief Executive & General Manager Corporate
- General Manager Energy Services
- General Manager Network Services
- General Manager Network
- General Manager Operations Support
- Chairman

(d) An Executive Assistant is an employee performing duties related to secretarial/administrative support for Senior Executive Staff.

Handwritten signatures and initials: A. J. M. S. A. C. H. W. S. G. J. M.

4. DURESS

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

5. AWARD COVERAGE

Executive Assistants are covered by the Prospect County Council (Wages & Salaried Employees) Consolidated Award for any provision not specifically covered by this agreement.

6. OPTIONAL APPLICATION FOR CURRENT STAFF

(i) Executive Assistants may, immediately after the adoption of this agreement, make the following option (as per notification form, Attachment A):-

(a) Opt to work a nineteen (19) day month, thirty-seven (37) hour week arrangement Monday to Friday and adopt the provisions of this agreement in respect to all matters covered by the agreement;

OR

(b) Opt to work a ten (10) day fortnight, thirty-nine (39) hour week arrangement Monday to Friday and adopt the provisions of this agreement in respect to all matters covered by the agreement.

(ii) An Executive Assistant, having taken option 6 (i) (a), may at any subsequent time change that option to 6 (i) (b) using the notification form in Attachment A.

7. APPLICATION FOR NEW STAFF

(i) Future or existing employees who apply for positions as Executive Assistants will work a ten (10) day fortnight, thirty-nine (39) hour week arrangement Monday to Friday and adopt the provisions of this agreement in respect to all matters covered by the agreement.

8. RATES OF PAY

(a) The following rates of pay for Executive Assistants are based on a nineteen (19) day month, thirty seven (37) hour week and shall be inclusive of all incidents of employment excluding Clause 9 - Allowances. These rates of pay are made up of the normal award rate to which an additional 7.2% has been added.

Current Award Salary Class/Rate \$	Salary Band	Ent Agreement Classification	\$ per week	\$ annual salary
12 536.30		Executive Assistant 1	574.00	29,963
13 553.80	1	Executive Assistant 2	593.70	30,991
14 561.70		Executive Assistant 3	602.10	31,430
15 575.10		Executive Assistant 4	616.50	32,181
16 586.30	2	Executive Assistant 5	628.50	32,808
17 598.40		Executive Assistant 6	641.50	33,486
18 609.80		Executive Assistant 7	653.70	34,123
19 622.60	3	Executive Assistant 8	667.40	34,838
20 638.60		Executive Assistant 9	684.60	35,736
21 655.10		Executive Assistant 10	702.30	36,660
22 671.70	4	Executive Assistant 11	720.10	37,589
23 689.00		Executive Assistant 12	738.60	38,555
24 703.50		Executive Assistant 13	754.20	39,369
25 720.50	-	Executive Assistant 14	772.40	40,319
26 737.50	5	Executive Assistant 15	790.60	41,269
27 751.90		Executive Assistant 16	806.00	42,073
28 769.90		Executive Assistant 17	825.30	43,081

Rates of Pay (Cont'd)

- (b) The following rates of pay for Executive Assistants are based on a ten (10) day fortnight, thirty nine (39) hour week and shall be inclusive of all incidents of employment excluding Clause 9 - Allowances. These rates of pay are made up of the normal award rate to which an additional 13% has been added.

Current Award Salary Class/Rate \$	Salary Band	Ent Agreement Classification	\$ per week	\$ annual salary
12 536.30	1	Executive Assistant 1	606.00	31,633
13 553.80		Executive Assistant 2	625.80	32,667
14 561.70		Executive Assistant 3	634.70	33,131
15 575.10	2	Executive Assistant 4	649.90	33,925
16 586.30		Executive Assistant 5	662.50	34,583
17 598.40		Executive Assistant 6	676.20	35,298
18 609.80	3	Executive Assistant 7	689.10	35,971
19 622.60		Executive Assistant 8	703.50	36,723
20 638.60		Executive Assistant 9	721.60	37,668
21 655.10	4	Executive Assistant 10	740.30	38,644
22 671.70		Executive Assistant 11	759.00	39,620
23 689.00		Executive Assistant 12	778.60	40,643
24 703.50		Executive Assistant 13	795.00	41,499
25 720.50	5	Executive Assistant 14	814.20	42,501
26 737.50		Executive Assistant 15	833.40	43,503
27 751.90		Executive Assistant 16	849.60	44,349
28 769.90		Executive Assistant 17	870.00	45,414

- (c) During the term of this agreement the rates of pay for Executive Assistants shall be adjusted in line with changes to the rates of pay in the Award caused by State Wage Case decisions provided that any requirements of the State Wage Case decisions are met, or line with Prospect Electricity's Productivity Matrix.

- (d) All other variations to the agreement shall be achieved pursuant to Section 125 of the Industrial Relations Act, 1991.

9. PROGRESSION

- (a) Progression within a salary band for Executive Assistants shall be determined via a performance appraisal conducted at least once per year in accordance with Prospect's agreed skills structures, job evaluation, policies and procedures.

10. ALLOWANCES

- (a) The following allowances in the award shall apply to Executive Assistants where applicable:
 - (i) Qualification Allowance, Clause 10 (1)
 - (ii) Casual Car Allowance, Clause 10 (4)
 - (iii) Overnight Travelling Allowance, Clause 10 (11)
 - (v) Service Allowance, Clause 10 (15)
 - (vi) Maturing Allowance, Clause 10 (16)
 - (vii) St John's Ambulance First Aid Certificate; Clause 10 (5)

Note: Item (1) will only apply to the individuals currently receiving qualification allowance.

- b) No other allowances in the Award shall apply to Executive Assistants.

11. HOURS OF WORK

All Executive Assistants shall work a ten (10) day fortnight, thirty-nine (39) hours a week OR a nineteen (19) day month, thirty-seven (37) hours a week rostered to suit the dynamics of the workflows in the various sections.

12. ANNUAL LEAVE

- (a) Executive Assistants shall be entitled to Annual Leave on the accrument basis of:

37 hours per week employees - 148 hours

OR

- (b) 39 hours per week employees - 156 hours
- (c) All other Award provisions in respect of Annual Leave (Clause 14) will remain applicable.

13. SICK LEAVE

(a) All Sick Leave entitlements shall accumulate and be expressed in hours on the following basis:

- (i) 13 days - 37 hours per week - 96.2 hours
- (ii) 10 days - 37 hours per week - 74 hours

OR

- (b) (i) 13 days - 39 hours per week - 101.4 hours
- (ii) 10 days - 39 hours per week - 78 hours

(c) All other Award provisions in respect of Sick Leave (Clause 15) will remain applicable.

14. LONG SERVICE LEAVE

(a) All Long Service Leave entitlements shall accumulate and be expressed in hours on the following basis:

- (i) 13 weeks at 10 years service
39 hour per week employees - 507 hours
- (ii) Additional 6.5 weeks at 15 years service
39 hour per week employees - 253.5 hours
- (iii) Additional 11 weeks at 20 years service
39 hour per week employees - 429 hours
- (iv) Additional 13 weeks for each subsequent 5 years service
39 hour per week employees - 507 hours

OR

- (b) (i) 13 weeks at 10 years service
37 hour per week employees - 481 hours
- (ii) Additional 6.5 weeks at 15 years service
37 hour per week employees - 240.5 hours
- (iii) Additional 11 weeks at 20 years service
37 hour per week employees - 407 hours
- (iv) Additional 13 weeks for each subsequent 5 years service
37 hour per week employees - 481 hours

- (c) All other Award provisions in respect of Long Service Leave (Clause 18) will remain applicable.

15. HOLIDAYS

- (a) Executive Assistants shall not be entitled to receive the following as holidays:
 - (i) August Bank Holiday; and
 - (ii) the working days falling between Christmas and New Year's Day.
- (b) If a holiday occurs, as per Award Clause 13 (i), on a day that an Executive Assistant (19 day month) is not required to work ordinary hours Monday to Friday then the Executive Assistant shall be allowed a day in lieu within the same week or payment at single time at the employers' option.

16. ACTING HIGHER GRADE PAY

The following provision of the Award shall not apply to Executive Assistants:

- (i) Clause 20, Higher Grade Pay

17. TRAVELLING TIME AND ALLOWANCES

The following provision of the Award shall not apply to Executive Assistants:

Clause 19, Travelling Time and Allowances

18. DISPUTES PROCEDURE

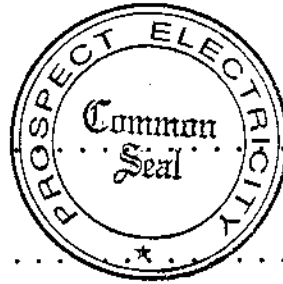
- (a) Whilst not precluding the right of any party to a dispute from proceeding under the provisions of the Industrial Relations Act, 1991, the following procedures for the settlement of disputes, claims and grievances shall be adopted and adhered to, so as to ensure that negotiations and consultation take place between the parties in an honest endeavour to arrive at a settlement by avoiding direct action which will or is liable to interrupt service to Prospect's customers or inhibit its ability to provide and maintain supply.
- (b) The following specific procedures will be adopted. Any dispute, claim or grievance involving this Agreement shall be dealt with as follows:
 - (i) An Executive Assistant on becoming aware of a problem must first take the matter up with the immediate Supervisor concerned.
 - (ii) Should the matter remain unresolved the dispute should then be taken up with the General Manager of the Division.
 - (iii) If the matter is not satisfactorily resolved after proceeding with point (b) (ii) the Executive Assistant shall notify his Union official and/or the appropriate Employee Relations Adviser of the circumstances.
 - (iv) Should the matter remained unresolved, The Executive Manager, Human Resources shall be notified and convene a meeting within five (5) working days of the matter being notified to him. At this meeting an Executive Assistant may be represented by a union representative or other nominated person. The General Manager of the Division or appropriate Employee Relations Adviser shall also be present at this meeting to further consider the dispute.
 - (v) In the event of the dispute remaining unresolved the parties are to have recourse to the appropriate tribunal in order to settle the dispute.
 - (vi) During all stages of the negotiations and including any hearings before any tribunal, the status quo will be maintained by all parties and without prejudice to any party, work shall continue in accordance with the provisions of Prospect's Award and this Agreement. Status quo shall mean the state of affairs or circumstances in existence prior to the incident or incidents occurring which directly or indirectly results in the exercising of the Dispute Procedure.

19. TERM OF AGREEMENT

This Agreement shall take effect from the beginning of the first pay period to commence on or after the date of registration by the Industrial Registrar and remain in force for a period of one (1) year.

20. DECLARATION OF AGREEMENT

SIGNED for and on behalf of Prospect Electricity:



Signature: *[Handwritten Signature]*
Chief Executive, Prospect Electricity
Witness: *[Handwritten Signature]*
Date: 15.11.94

List of employees:

Signature: *[Handwritten Signature]*
Printed Name: Anne-Marie Akle
Occupation: Executive Assistant
Witness: *[Handwritten Signature]*
Date: 9 November 1994

Signature: *[Handwritten Signature]*
Printed Name: CHRISTINE GALLAGHER
Occupation: EXECUTIVE ASSISTANT
Witness: *[Handwritten Signature]*
Date: 9 November 1994

Signature: *[Handwritten Signature]*
Printed Name: Anne Godwin
Occupation: Executive Assistant
Witness: *[Handwritten Signature]*
Date: 9 November 1994

List of employees (cont.):

Signature: *J. Harwood*
Printed Name: *JANE C HARWOOD*
Occupation: *Executive Assistant*
Witness: *[Signature]*
Date: *9 November, 1994*

Signature: *Corinne*
Printed Name: *CORINNE VALERIE RAGELL*
Occupation: *EXECUTIVE ASSISTANT*
Witness: *[Signature]*
Date: *9 November 1994*

Signature: *Janelle*
Printed Name: *JANELLE L SAUNDERS*
Occupation: *EXECUTIVE ASSISTANT*
Witness: *[Signature]*
Date: *9 NOVEMBER 1994*

Signature: *Jane van Eyk*
Printed Name: *Jane van Eyk*
Occupation: *Executive Assistant*
Witness: *[Signature]*
Date: *9 November 1994*

ATTACHMENT A



**EXECUTIVE ASSISTANTS ENTERPRISE AGREEMENT
NOTIFICATION FORM**

(a) I Opt to adopt the provisions of a nineteen (19) day month, 37 hour week arrangement ;

Name: Service No:

Signed: Date:
Employee's Signature

OR

(b) I Opt to adopt the provisions of a ten (10) day fortnight, 39 hour week.

Name: Service No:

Signed: Date:
Employee's Signature

Sighted: Date:
Manager's Signature

Please forward to Employee Relations Section, Human Resources, Head Office.

FOR OFFICE USE ONLY:

Entered by Pay Office: Date:

(Please place on employee's file)