

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA97/177**

**TITLE: Advance Energy Account Manager Enterprise Agreement 1997**

**I.R.C. NO: 97/4984**

**DATE APPROVED/COMMENCEMENT:** 24 September 1997 and commenced from the first pay period on or after 24 September 1997

**TERM:** Expires 1 July 1998

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** To apply to Account Managers within Advance Energy

**PARTIES:** Advance Energy -&- Electrical Trades Union of Australia, New South Wales Branch

Registered  
Enterprise Agreement  
Industrial Registrar

# **ADVANCE ENERGY**

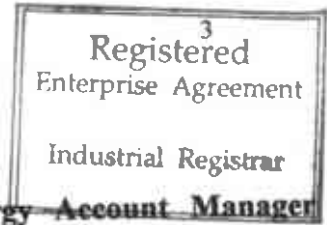
**ACCOUNT MANAGER  
ENTERPRISE AGREEMENT**

**1997**



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**2. TITLE OF AGREEMENT**

This agreement shall be known as the "Advance Energy ~~Account Manager~~ Enterprise Agreement 1997".

**3. PARTIES TO THE AGREEMENT AND COVERAGE**

- (a) The parties to this agreement are Advance Energy and the Electrical Trade Union (NSW Branch).
- (b) This agreement covers employees and intending employees (hereinafter called Account Managers) who are employed as Account Managers within Advance Energy.
- (c) The enterprise for which the Agreement is made is the total operation of Account Managers within Advance Energy.

**4. DURESS**

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

**5. AWARD COVERAGE**

Account Managers are covered by The County Councils (electricity undertakings) State Award and Enterprise Agreements applying to Advance Energy, hereinafter called the Awards) for any provision not specifically covered by this Agreement.

**6. VARIATION OF AGREEMENT**

This Enterprise Agreement may be varied at any time by a further Enterprise Agreement in accordance with the Industrial Relations Act, 1996.



**7. PERFORMANCE REVIEW & PROGRESSION**

- (a) Account Managers will have their performance reviewed on an annual basis.
- (b) Progression from one level to another shall be based upon individual performance.

**8. REMUNERATION**

- (a) The level of remuneration has been determined using the HayGroup Job Evaluation methodology.
- (b) The following levels have been determined.

	Option 1 \$/week (year)	Option 2 \$/year
(i) Account Manager Level 1	\$811.00 (\$42,172)	\$48,919
(ii) Account Manager Level 2	\$833.00 (\$43,316)	\$50,246
(iii) Account Manager Level 3	\$858.00 (\$44,616)	\$51,754
(iv) Account Manager Level 4	\$884.00 (\$45,968)	\$53,322
(v) Account Manager Level 5	\$906.00 (\$47,112)	\$54,650
(vi) Account Manager Level 6	\$925.00 (\$48,100)	\$55,796
(vii) Account Manager Level 7	\$947.00 (\$49,244)	\$57,123

- (c) Each Account Manager, upon entering this agreement, shall have the option of either a salary arrangement (Option 1) or a packaging arrangement (Option 2) which shall remain for the term of the agreement. Election of the preferred option is to occur by completing Attachment A.
- (d) Option 2, the packaging arrangement, includes a salary component, motor vehicle and employer superannuation contributions.
  - (i) The level of superable salary shall be the figure used for all entitlements upon termination. The superable salary shall be;

Package level  
1+ Employers contribution to superannuation

**9. ALLOWANCES**

No allowances shall apply to Account Managers.

**10. DRIVERS LICENCE**

Account Managers will be reimbursed their Drivers Licence.

**10. HOURS OF WORK**

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

Note: For the purpose of this clause, normal business hours are defined as Monday to Friday.

**11. ADDITIONAL HOURS**

- (a) The provisions for overtime shall not apply to Account Managers.
- (b) It is not the intention that any Account Manager be expected to work excessive additional hours on a regular basis. However, the Account Manager is required to perform their duties at other times as reasonably necessary.

**12. SICK LEAVE**

- (a) Periods of Absence due to personal illness or injury will be paid by Advance Energy subject to review by the Chief Executive or their delegate.
- (b) Account Managers must, upon the request of the Chief Executive or their delegate, provide evidence to the reasonable satisfaction of Advance Energy that any extended or excessive absences was due to illness or injury.
- (c) Each Account Manager's accrued sick leave hours, as at 15th February 1993, shall be preserved in hours, and treated in accordance with the Award (clause 12 - iv).



**13. PUBLIC HOLIDAYS**

Account Managers are entitled to all gazetted public holidays, including Advance Energy Union Picnic Day.

**14. ACTING IN HIGHER POSITION**

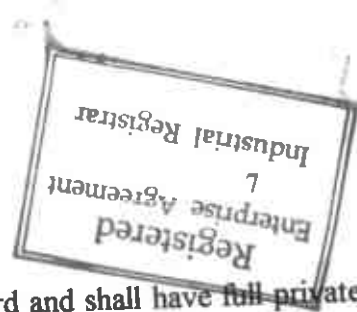
The provisions for Higher Grade Pay shall not apply to Account Managers.

**15. RELOCATION TO DIFFERENT HEADQUARTERS**

- (a) The provisions for Travelling Time and Fares shall not apply to Account Managers.
- (b) It is not the intention of this agreement that Account Managers be relocated to different headquarters. However, where this does occur, the provisions contained within Advance Energy's Voluntary Relocation Policy shall apply.

**16. ADVANCE ENERGY MOTOR VEHICLES**

- (a) Account Managers will be entitled to utilise the Advance Energy motor vehicle allocated to them for business purposes for private use.
- (b) Advance Energy shall provide a fully maintained motor vehicle to the standard of a Holden Acclaim or Ford Futura for the Account Manager's business and private use. A motor vehicle provided pursuant to this sub-clause shall at all times remain the property of Advance Energy.
- (c) The cost of the private use portion of the fully maintained motor vehicle shall be in accordance with the method of calculation in Advance Energy's Private Use and Take Home Vehicle policy as amended from time to time. The private use portion shall be by way of salary sacrifice.



- (d) Account Managers will be provided with a fuel card and shall have full private use of the Advance Energy motor vehicle, including weekends and a minimum eight (8) weeks leave per annum. Periods of leave in excess of eight (8) weeks are with the approval of the Divisional General Manager. Where Account Managers do not require the Advance Energy motor vehicle for leave periods, vehicle charges will not be deducted from the remuneration package subject to the following;
- (i) A minimum leave period of two (2) weeks applies; and
  - (ii) The vehicle is to remain at the local car pool.
- (e) All other conditions of private use will be in accordance with Advance Energy's Private Use and Take Home Vehicle policy as amended from time to time.

## 17. 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 until 1 July 1998.

## 18. GRIEVANCE RESOLUTION PROCEDURE

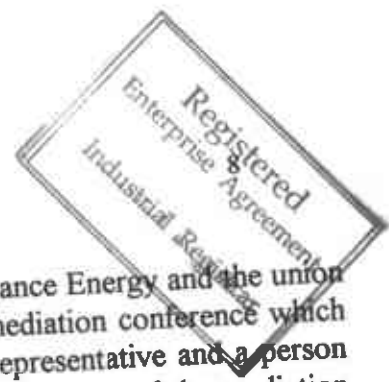
- (a) Where an Account Manager has a grievance concerning an employment matter, the following steps shall be taken to ensure that consultation takes place in an honest endeavour to arrive at a resolution by avoiding direct action which will or is likely to interrupt service to Advance Energy customers or register the ability to provide and maintain supply.

Step 1 An Account Manager concerned should take up the grievance with the Business Sales Manager who will make the necessary enquires and give the Account Manager a response. Every effort will be made to give the Account Manager a response within two working days.

Step 2 Should the grievance remain unresolved, the Account Manager should forward the details of the grievance in writing to the General Manager Energy Services who will arrange a meeting, within fourteen working days, with the relevant people to discuss the matter with a view to resolving the grievance.

Step 3 If the grievance is still unresolved, the Manager Organisation Development and the appropriate union official shall be notified and a conference arranged to examine and resolve the matter.





**Step 4**

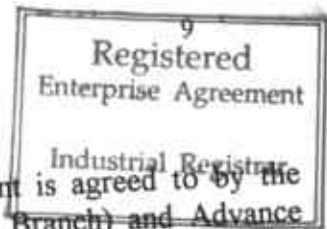
If the grievance is not settled by the conference Advance Energy and the union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the Account Manager with a representative and a person with appropriate authority from Advance Energy. The costs of the mediation shall be met by Advance Energy.

- (i) The mediation conference is not to be conducted in a legalistic fashion and shall be approached by all concerned to bring about an agreed solution. The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.
- (ii) If a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference is terminated.
- (iii) An agreed settlement shall be binding on the parties and enforceable.
- (iv) Either party may terminate the mediation conference, in writing, at any time.

**Step 5**

If the grievance still remains unresolved, either party has the right to have the matter referred to the appropriate industrial tribunal for conciliation and/or arbitration.

- (b) During all stages of the negotiations and including any hearings before any tribunal, the work situation that existed prior to the grievance arising shall be maintained and no party shall be prejudiced.
- (c) This procedure shall not prevent Advance Energy or a union official from making direct representations to one another on any matter giving rise or likely to give rise to a grievance.



19. DECLARATION OF AGREEMENT

The Advance Energy Account Manager Enterprise Agreement is agreed to by the following Account Managers, Electrical Trade Union (NSW Branch) and Advance Energy:

SIGNED for and on behalf of Advance Energy:

Signature: [Signature]
General Manager, Energy Services, Advance Energy
Witness: [Signature] Date: 11/8/1997

SIGNED for and on behalf of the Electrical Trade Union (NSW Branch):

Signature: [Signature]
Witness: [Signature] Date: 28.7.97

SIGNED by the following Account Managers:

Ron Gander: [Signature]
Witness: [Signature] Date: 31/7/97

Mick Barrow: [Signature]
Witness: [Signature] Date: 31/7/97

Mark Mulligan: [Signature]
Witness: [Signature] Date: 31-7-97

Trevor Prince: [Signature]
Witness: [Signature] Date: 31-7-97

Derrick Hines: [Signature]
Witness: [Signature] Date: 31.7.97

## ATTACHMENT A

### NOMINATION OF REMUNERATION OPTION

As an Account Manager, party to the Account Manager Enterprise Agreement 1997, I elect the remuneration option nominated below for the term of the Enterprise Agreement.

Nomination Option (cross out not applicable)

**OPTION ONE (salary)    OR    OPTION TWO (package)**

Print Name.....

Sign Name.....

Date.....

Witness Print Name.....

Witness Sign Name.....

Date.....