

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/174

TITLE: Integral Energy (Retail Energy) Enterprise Agreement 1999

I.R.C. NO: 99/2891

DATE APPROVED/COMMENCEMENT: 2 July 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

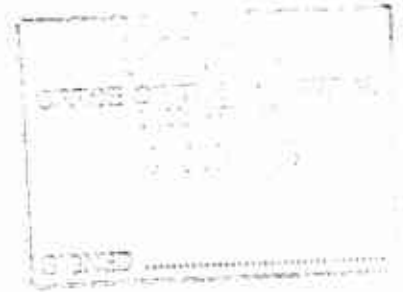
DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees Retail Energy of Integral Energy Australia

PARTIES: Integral Energy -&- Federated Municipal and Shire Council Employees' Union of Australia,
New South Wales Division



**RETAIL ENERGY
ENTERPRISE AGREEMENT**

1999

Under the New South Wales Industrial Relations Act 1996

16 April 1999

**Registered
Enterprise Agreement
Industrial Registrar**

TITLE OF AGREEMENT

This agreement shall be known as the Integral Energy (Retail Energy) Enterprise Agreement 1999.

1. PARTIES

The parties to this Agreement are:

- Retail Energy (a business unit of Integral Energy Australia)
- The Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (*including members of the federally registered Australian Services Union*)

2. COVERAGE

The agreement will cover the employees Retail Energy a business unit of Integral Energy Australia.

3. TERM

The Term of the Agreement shall be for two (2) years commencing from ~~the date of~~ ^{2nd July 1999} registration.

4. DURESS

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

5. AWARD RELATIONSHIP

The above classifications are covered under the Integral Energy Conditions of Employment Award 1997 other than the issues covered under this Agreement.

6. STATEMENT OF PRINCIPLE

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

The main objectives of this agreement are:

- To provide a high standard of customer service over a wider range of hours.
- To ensure that Retail Energy grows and maintains its customer base and ensures its commitment to all other Business Units of Integral Energy.
- To gain a competitive advantage in the market place.
- To develop a more flexible, complete, skilled motivated and safe workplace.
- To aim to secure employment and on going wage and employment growth.

7. EMPLOYEE INVOLVEMENT AND PARTICIPATION

Employee participation and involvement is encouraged within Retail Energy business. The Retail Energy Consultative Committee is the formal mechanism whereby employees have the opportunity to provide input that may influence management decisions affecting Retail Energy to improve its competitive and business performance, and to develop and promote a better understanding of issues that impact on the business and workplace.

8. 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 unions on a range of options available. The process of reaching an agreement regarding such work practises, will be as follows:

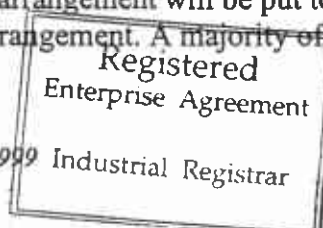
- 9.1 For the purposes of consultation the employer will demonstrate the business need and consult with the employees concerned in regards to the proposed changes. This will include an analysis and discussion of the issues involved and consideration of the business, customers and individual employees needs so as not to create hardship, with the aim of reaching a mutually acceptable proposal.
- 9.2 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.
- 9.3 Where such proposed changes may have an adverse effect on an employee the employer will make a genuine effort in conjunction with the employee and his/her union representative to find alternatives suitable to all parties. The objective being to meet the needs of both parties, and agreement will not be unreasonably withheld.

9. 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.

Process for establishing a local workplace arrangement will be as follows:

- 10.1 Consultation will occur between the employer and employees concerned, and relevant unions.
- 10.2 Consultation will occur as listed in clauses (9.1) – (9.2) of the 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 respect to clause (9.3).

- 10.3 There shall be no reduction in an employees' ordinary rate of pay for the ordinary hours worked.
- 10.4 The employees directly affected will be given a copy of the arrangement document.
- 10.5 Such workplace arrangements may include, but not be limited to gainsharing or bonuses as components on an individual work/project basis.

10. HOURS

- 11.1 Ordinary hours of work will be not less than an average of 35 / 36 hours per week, according to the eligible classification, between Monday to Friday, and upon agreement to work Saturday and Sunday at the appropriate penalty rates, as per Retail Energy Agreement, not exceeding five (5) days per week in any agreed work cycle.
- 11.2 Ordinary hours will be worked continuously with the exception of meal breaks between the hours of 6.00am and 6.00pm.
- 11.3 Ordinary days and/or hours may be varied through a workplace arrangement.
- 11.4 Where Saturday forms part of an employee's ordinary hours of work, all hours worked on Saturday will be paid at time and one half.
- 11.5 Where Sunday forms part of an employee's ordinary hours of work, all hours worked on Sunday will be paid at double time.
- 11.6 The method of implementing hours of work may include:
 - 11.6.1 Implementing a system for rostering recreation day(s) during any particular work cycle, in accordance with the eligible classifications.
 - 11.6.2 Rostering of a recreation day may occur on any day during a particular work cycle by agreement.
 - 11.6.3 Where agreement is reached with the employee to work on their recreation day due to business needs, the employee may either bank the recreation day or take the recreation day within that work cycle.
 - 11.6.4 To meet the needs of the business, the employee may accumulate (bank) up to a maximum of five (5) rostered recreation days at any one time.
 - 11.6.5 Accumulated recreation days will be taken within (12) months, at the earliest practicable mutually convenient time, giving regard to the

needs of the business. A recreation day bank balance of zero is to be achieved at least once a calendar year.

11.6.6 Notwithstanding a variation of ordinary working days, recreation days will only be taken between Monday and Friday, inclusive.

11. OVERTIME

- 12.1 Overtime worked on a Saturday (where not part of ordinary hours work) will be paid at a rate of time and one half for the first two hours and double time thereafter.
- 12.2 Overtime worked on a Sunday (where not part of ordinary hours of work) will be paid at a rate of double time for all hours worked.
- 12.3 Overtime worked on a Public Holiday will be paid at a rate of triple time for normal hours and double time and one half for all hours outside normal hours.
- 12.4 Where a recreation day falls on a Public Holiday, another working day within the work cycle as agreed between employee and employer, will be deemed the recreation day.

12. MEAL AND REST BREAK PERIODS

13.1 Meal Breaks (normal hours)

The employee will be entitled to an unpaid meal break of at least 30 minutes. The meal break will be taken at a mutually agreed time no more than six (6) hours from starting time. Such breaks will be staggered based on the needs of the business.

14. OCCUPATIONAL HEALTH AND SAFETY

The management, employees and their unions recognise the importance of developing and maintaining healthy and safe working conditions within Retail Energy to prevent injury 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 Retail Energy and will regard the relevant regulations and the Occupational Health and Safety Act 1983 as the minimum acceptable levels.



15. DISPUTES PROCEDURE

The dispute provisions of the Integral Energy award will apply.

16. OTHER BENEFITS

Employees may qualify for the following individual choices:

- (a) In-house child care
- (b) Novated Lease (subjected to the Leasing Company's guidelines)
- (c) Company product (up to \$500)

17. BONUS/COMMISSION/PROFIT SHARING

It is the intention of the organisation to investigate a bonus/commission/profit sharing reward for improvement of performance of the individual employees or teams, and overall performance of the relevant business unit.

18. NEW PAY 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.

19. CERTIFICATIONS:

Signed for and on behalf of the Retail Energy business unit of Integral Energy:

Signature:

Duncan

Val Duncan, General Manager Retail Energy

Date:

23rd April 1999



**Signed for and on behalf of the Federated Municipal and Shire Council Employees
Union of Australia (NSW Division):**

Signature: 

Name and Occupation GENERAL SECRETARY

Date: 7. 5. 99

