

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/182

TITLE: Country Energy Technical Trainers Enterprise Agreement 2004 - 2005

I.R.C. NO: IRC4/2942

DATE APPROVED/COMMENCEMENT: 2 June 2004

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Country Energy located at 8 Buller Street, Port Macquarie, NSW 2444 engaged in the classifications of Workplace Trainers performing the duties and functions designated by Country Energy who fall within the coverage of the Country Energy Enterprise (State) Award 2001

PARTIES: Country Energy -&- the Electrical Trades Union of Australia, New South Wales Branch

COUNTRY ENERGY TECHNICAL TRAINERS ENTERPRISE AGREEMENT 2004-2006

1. Title

This Agreement shall be known as the Country Energy Technical Training Enterprise Agreement, 2004.

2. Arrangement

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3. Aim of Agreement

The aims of this Agreement are to achieve:-

Service levels that meet business needs associated with technical training and assessment

A team culture based upon participation, trust, respect and development of team and individual skills

A business focus on performance measures and continuous improvement strategies

A fair outcome for management and employees that share the benefits of improved productivity and working arrangements and provides appropriate rewards.

4. Coverage and Parties Bound

This Agreement shall be binding on Country Energy, the Electrical Trades Union of Australia, New South Wales Branch and the employees engaged as Workplace Trainers performing the duties and functions as designated by Country Energy.

The parties agree that any employee engaged in the permanent / seconded positions in Technical Training during the term of this Agreement will be bound by the Agreement.

5. Date and Period of Operation

This Agreement shall commence from the date of registration and remain in force for a period of two (2) years

6. Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Country Energy Enterprise Award, 2001 provided that where there is any inconsistency between this Agreement and the Country Energy Enterprise Award; this Agreement shall take precedence to the extent of the inconsistency.

7. Enterprise Arrangements

The parties to this Agreement have agreed that the following terms and conditions shall apply to employees covered by this Agreement

8. Duties and Functions

Employees under this agreement will be responsible for the programming, coordination, delivery, design and development of competency based workplace technical training and competency assessment for Country Energy employees, apprentices, contractors, external customers and Registered Training Organisations. In addition they will be required to perform other technical training duties consistent with their qualifications and experience.

9. Hours of Work

The working hours shall be spread over a 10 day fortnight.

Employees 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.

10. Additional Hours

It is not the intention that any employee be expected to work excessive additional hours on a regular basis. Where excessive additional are worked on a regular basis consideration shall be given to time in lieu or payment. Where travel is required on a Saturday Sunday or Award holiday those hours shall be considered as excessive additional hours. Prior approval from the Technical Training Manager or the Manger Workplace Relations will be required.

11. Rates of Pay

The following salary ranges have been determined allowing for professional growth, competency acquisition and performance. The rates shown will move in line with increases to the Country Energy Award.

Grade	Yearly Rate
Grade 1	\$56000
Grade 2	\$58000
Grade 3	\$60000
Grade 4	\$62000
Grade 5	\$64000
Grade 6	\$66000
Grade 7	\$68000
Grade 8	\$70000

Progression is available to all Workplace Trainers from Grade1 to Grade 6. However all progression will be dependent on the successful completion of the following criteria.

Grade 1 will be the commencing rate for all Workplace Trainers without a current Certificate IV in Assessment and Workplace Training.

Progression from Grade 1 to Grade 2 will take place after the successful completion of the following criteria
A minimum of one year at the Grade 1 rate of pay.

The completion of a current Certificate IV in Assessment and Workplace Training.

Completion of two successful assessment of their training delivery performance for agreed sessions after achieving the above Certificate IV qualification. The assessment is to be based on the established Country Energy's "Trainer Presentation Assessment Guide".

Achieving an average customer (participant) rating of 85% for two training session based on the Country Energy Training and Assessment "Customer Feedback Form"

An annual performance review in accordance with Country Energy's performance review process.

Progression from Grade 2 to Grade 3 will take place after the successful completion of the following criteria

A minimum of one year at the Grade 2 rate of pay.

Completion of three successful assessments of their training delivery performance on agreed sessions. The assessment is to be based on the established Country Energy's "Trainer Presentation Assessment Guide".

Maintaining an annual average customer rating of 85% for the conduct of training and assessments based on the Country Energy Training and Assessment "Customer Feedback Form".

An annual performance review in accordance with Country Energy's performance review process.

Progression from Grade 3 to Grade 4 will take place after the successful completion of the following criteria

A minimum of one year at the Grade 3 rate of pay.

An annual performance review in accordance with Country Energy's performance review process.

Maintaining an annual average customer rating of 85% for the conduct of training and assessments based on the Country Energy Training and Assessment "Customer Feedback Form". The customer feedback to include that of at least two Regional Managers or Field Service Delivery Managers and two supervisors/team leaders responsible for employees they have trained and/or assessed.

The successful development, piloting or enhancement/updating, and reporting of two separate Training Presentation and two Workplace assessments by agreement with the Technical Training Manager.

Progression from Grade 4 to Grade 5 will take place based on the successful completion of the following criteria

A minimum of one year at the Grade 4 rate of pay.

Completion of at least three units of competency in Certificate IV in Frontline Management

An annual performance review in accordance with Country Energy's performance review process.

In the event of any of the applicable criteria for progression through to Grade 5 not being met a Workplace Trainer will retain their existing grade until such criteria has been met.

Progression from Grade 5 to Grade 6 will take place based on the successful completion of the following criteria

A minimum of one year at the Grade 5 rate of pay.

Completion of a Certificate IV in Frontline Management

Completion of at least 3 Units of competency for a Diploma Qualification from the Training Package for Assessment and Workplace Training.

An annual performance review in accordance with Country Energy's performance review process.

Progression from Grade 6 to Grade 8. Will be by appointment to a designated position. Additional duties and responsibilities associated with the position will include supervision and coordination of training delivery and assessment

Appointees to positions at these grades will be expected to have completed or substantially completed a Diploma of Assessment and Workplace Training or equivalent.

12. Works Outside Normal Duties.

Employees are not to be included in any Standby Rosters. However, they may be required to support the emergency requirements of the Field Service Centre they are located at or visiting and in these cases any work, including overtime, will be paid for by the Field Service Centre. This work will be within their technical competencies and current authorisations and in such instances the Technical Training Manager should be notified.

13. Private use of Vehicles

Country Energy will make available to the employees a suitable motor vehicle in order to perform their normal duties. Without an agreement for private usage this vehicle must only be used in the performance of duties for Country Energy.

Employees under this enterprise agreement may enter into an agreement for the private use of a vehicle in accordance with the Country Energy policy CEP2152 - Private Use of Vehicles.

However, the type of vehicle to be utilised under this policy must take into consideration the carriage of training aids and resource material to support the duties required for the position as a Workplace Trainer.

14. Use of Corporate Credit Card

Employees will have access to a Corporate Credit Card with an agreed limit. The card must be utilised in accordance with the Country Energy Procedure CEP2040 and reconciled at the end of each month in accordance with Country Energy requirements

15. Salary Sacrifice

Employees may enter into Salary Sacrifice arrangements in relation to Superannuation, the purchase of Country Energy goods and services and for private use of their motor vehicle.

16. Future Negotiations

The parties agree to commence negotiations on a new Agreement no later than 3 months before the completion of the nominated term of the Agreement.

16. Duress

This Agreement was not entered into under duress by any party to it.

17. Disputes Settlement

In the event of any dispute arising out of the operation of this Agreement, the parties agree to adopt the Grievance Resolution Procedure in the Country Energy Enterprise Award, 2001.

18. Termination of Agreement

This Agreement may be terminated at any time with the approval of all the parties to it.

At the end of or after the nominal term, the Agreement may be terminated by any one of the parties giving at least 3 months' written notice to the other parties.

19. Signatories

SIGNED ON BEHALF OF COUNTRY ENERGY

_____ DATE _____ 10 / 05 / 04

IN THE PRESENCE OF

_____ DATE _____ 10 / 05 / 04

SIGNED ON BEHALF OF THE ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH

_____ DATE _____ 04 / 05 / 04

IN THE PRESENCE OF

_____ 04 / 05 / 04