

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/186

**TITLE:** Advance Energy Organisation Development Team Enterprise Agreement 1998

**I.R.C. NO:** 98/4779

**DATE APPROVED/COMMENCEMENT:** 20 November 1998 and commenced 1 October 1999

**TERM:** Expires 31 July 2000

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of the Organisation Development Team of Advance Energy

**PARTIES:** Advance Energy -&- Deame Beare, Margaret Phipps, Rodney Smith, Karena Suttor, Amanda Westcott



# **ADVANCE ENERGY**

**ORGANISATION DEVELOPMENT TEAM  
ENTERPRISE AGREEMENT**

**1998**

Organisation Development Team Enterprise Agreement

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## 2. TITLE OF AGREEMENT

This agreement shall be known as the "Advance Energy Organisation Development Team Enterprise Agreement 1998".

## 3. PARTIES TO THE AGREEMENT AND COVERAGE

- (a) The parties to this agreement are Advance Energy, the Electrical Trades Union (NSW Branch) and the individual Organisation Development Team Members.
- (b) This agreement covers employees and intending employees (hereinafter called Organisation Development Team Members) who are employed within the Organisation Development Team of Advance Energy in the classifications listed in Table 1 of this agreement.
- (c) The enterprise for which the Agreement is made is the total operation of the Organisation Development Team within Advance Energy.

## 4. DURESS

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

## 5. AWARD COVERAGE

Organisation Development Team Members are covered by The Advance Energy Enterprise Award 1998 (State) (hereinafter called the Award) 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) Organisation Development Team Members will have their performance reviewed on an annual basis in accordance with Advance Energy's performance review process.
- (b) Progression from one level to another shall be based upon individual performance.

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## 8. REMUNERATION

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

Table 1

Classification	Level	Weekly Salary	Annual Salary
OD Adviser	1	\$ 893	\$46,428
OD Adviser	2	\$ 914	\$47,531
OD Adviser	3	\$ 933	\$48,528
OD Adviser	4	\$ 955	\$49,684
OD Adviser	5	\$ 984	\$51,154
OD Adviser	6	\$ 1,011	\$52,573
Senior OD Adviser	1	\$ 984	\$51,154
Senior OD Adviser	2	\$ 1,011	\$52,573
Senior OD Adviser	3	\$ 1,037	\$53,938
Senior OD Adviser	4	\$ 1,057	\$54,988
Senior OD Adviser	5	\$ 1,081	\$56,196
Senior OD Adviser	6	\$ 1,100	\$57,217
Payroll/Administrative Coordinator	1	\$ 686	\$35,674
Payroll/Administrative Coordinator	2	\$ 712	\$37,009
Payroll/Administrative Coordinator	3	\$ 730	\$37,953
Payroll/Administrative Coordinator	4	\$ 749	\$38,944
Payroll/Administrative Coordinator	5	\$ 772	\$40,149
Payroll/Administrative Coordinator	6	\$ 794	\$41,270

## 9. ALLOWANCES

No Award allowances shall apply to Organisation Development Team Members.

## 10. DRIVERS LICENCE

Organisation Development Team Members will be reimbursed their Drivers Licence.

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## **11. HOURS OF WORK**

Organisation Development Team Members 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.

## **12. ADDITIONAL HOURS**

The Award provisions for overtime shall not apply to Organisation Development Team Members.

It is not the intention that any Organisation Development Team Members be expected to work excessive additional hours on a regular basis. However, Organisation Development Team Members are required to perform their duties at other times as reasonably necessary.

## **13. ACTING IN HIGHER POSITION**

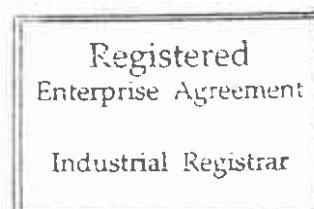
The Award provisions for Higher Grade Pay shall not apply to Organisation Development Team Members.

## **14. RELOCATION TO DIFFERENT HEADQUARTERS**

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

## **15. ADVANCE ENERGY MOTOR VEHICLES**

- (a) Organisation Development Team Members who have a vehicle allocated to them to perform their duties will be entitled to utilise the Advance Energy motor vehicle allocated to them for business purposes and for private use.



b) The cost of the private use portion and all 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. The private use portion shall be by way of salary sacrifice.

## 16. TERM OF AGREEMENT

This Agreement shall take effect from the beginning of the first pay period to commence on or after the 12 October 1998 and remain in force until 12 October 1999.

## 17. GRIEVANCE RESOLUTION PROCEDURE

(a) Where an Organisation Development Team Member 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** The Organisation Development Team Member concerned should take up the grievance with the Executive Manager Organisation Development who will make the necessary enquires and give the Organisation Development Team Member a response. Every effort will be made to give the Organisation Development Team Member a response within two working days.

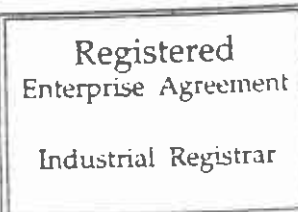
**Step 2** Should the grievance remain unresolved, the Organisation Development Team Member should forward the details of the grievance in writing to the Corporate Secretary who will arrange a meeting, within fourteen working days, with the relevant people to discuss the matter with a view to resolving the grievance.

**Step 3** If the grievance is still unresolved, the 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 Organisation Development Team Member 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

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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.

## 18. DECLARATION OF AGREEMENT

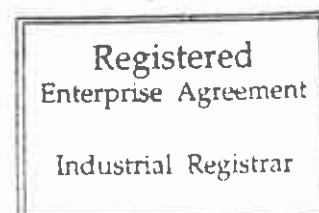
The Advance Energy Organisation Development Team Enterprise Agreement is agreed to by the following Organisation Development Team Members, the Electrical Trades Union (NSW Branch) and Advance Energy:

SIGNED for and on behalf of Advance Energy:

Signature:   
Executive Manager Organisation Development, Advance Energy

Witness: 

Date: 21.08.98





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

Signature: B Ri  
Secretary Electrical Trades Union (NSW Branch)

Witness: John Merson

Date: 4/9/98

SIGNED by the individual Organisation Development Team Members listed below:

Amanda Westcott: [Signature]

Witness: Clarke

Date: 28/8/98

Rod Smith: Rebekah A Suttor

Witness: S Suttor

Date: 17-8-98

Karena Suttor: Karena Suttor

Witness: Rebekah A Suttor

Date: 17-8-98

Margaret Phipps: [Signature]

Witness: Clarke

Date: 17.8.98

Dearne Beare: [Signature]

Witness: S Suttor

Date: 17-8-98

