

ENTERPRISE AGREEMENT

NO: E.A. 392 /1993

DATE REGISTERED: 29-9-93

PRICE: \$ 16.00

1 TITLE

This Agreement shall be known as the Northern Rivers Electricity Pay and Allowances Agreement.

2 PARTIES

The Agreement is made between Northern Rivers Electricity and the Electrical Trades Union of Australia (NSW Branch), the Federated Municipal and Shire Council Employees Union of Australia, NSW Division and the Association of Professional Engineers' Australia, (NSW Branch).

3 INCIDENCE AND DURATION

(a) This Agreement totally regulates the pay and allowances for all employees under the Northern Rivers County Council Award and over-rides the following clauses in that Award; as they relate to rates of pay and allowances as outlined in this agreement:

Clause 6, Rates of Pay
Clause 7, Allowances and Extra Rates
Clause 9, Shift Work - Penalty Rates and Allowances
Clause 11, Employees "Standing By"

(b) This Agreement shall be made for a period of one (1) year commencing from the date the Agreement is registered.

(c) Not less than six (6) months prior to the date of expiry of the agreement, the parties shall meet and discuss a renewal of the Agreement including a review of the productivity indicators, forecast movement in the indicators and the amount of future increases.

(d) No employee shall suffer any reduction in pay rates as a result of the expiry of this Agreement.

4 MEASURES OF PRODUCTIVITY

(a) Productivity will initially be measured by the movement in basic indicators. These are:-

* System reliability measured by the average number of minutes duration of customer outages, including planned and unplanned outages, excluding all outages due to Pacific Power and QEC. Special cognisance will be taken of any major incidents occurring in this indicator.

* Customer satisfaction measured by the average of the domestic and commercial customer satisfaction indices, as advised by independent survey as established by the Electricity Council of NSW.

* Return on assets measured by the overall financial return on assets as recorded in Council's Performance Agreement.

* Lost time injury frequency rate measured by the number of lost time incidents x 1,000,000 divided by the number of available working hours.

- * Employee absenteeism measured by the average number of sick days per employee per year.
 - * Operating cost per KWH of electricity sales measured by the total operating expenditure excluding depreciation and interest, divided by the sales of electricity in kilowatt hours.
 - * Staff/Customer ratio measured by the dividing of the total number of customers by the number of staff.
- (b) The Productivity Index will be reset after each six (6) months to reflect the productivity outcome over the period. This resetting will be undertaken on the basis of moving actual outcomes to the zero benchmark, or such other methodology as is agreed between the parties.
- (c) Updates will be published regularly and circulated to all work locations and unions in simple presentations.
- (d) The indicators are to be calculated in accordance with the definitions using as far as is practicable the same source data used in Council's Performance Agreement except where an accounting convention or similar change in presentation of data occurs during any period of the currency of this Agreement. In such cases, data shall be calculated on a similar basis to that applying at the time of preparation of this Agreement.

5 STATE WAGE CASE

If a State Wage Case is determined during the life of this Agreement, it shall be dealt with according to the following options:-

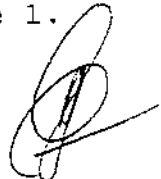
- (a) Cost of living adjustment - any component of the State Wage increase which is identified in the decision as a cost of living adjustment shall be passed on to employees in full on the basis of any conditions imposed by the decision. This component of the increases shall be in addition to any increases arising as a result of this Agreement.
- (b) Productivity increase - any component of the State Wage increase which is in return for state wide productivity improvements or is based on enterprise level productivity increases shall be discounted.

6 PAY ADJUSTMENT INTERVALS

Pay rates shall be adjusted with effect from the first pay period to commence on or after the ratification of the agreement by all parties and the Industrial Registrar, 1 March 1994 and 1 September 1994.

7 QUANTUM OF INCREASES

- (a) The quantum of pay increase shall be derived by the use of the Productivity Index.
- (b) The Productivity Index shall be calculated using Table 1.

0 65 M.M. 

As an example, the following would be the basis for calculations made in accordance with Table 1.

- i) Assume the following outcomes as at the end of a six monthly review period.

	Actual Result	Matrix Result
a) System Reliability	350 mins	7.0
b) Customer Satisfaction	70.0	0.0
c) Return on Assets	-1.0	1.0
d) Lost Time Injury Frequency Rate	63.0	0.8
e) Employee Absenteeism	6.2 days	0.6
f) Operating Cost/kwH of sales	3.114 cents	3.4
g) Staff/Customer Ratio	158.8	1.2

- ii) The above results would produce the following results in accordance with the matrix in Table 1.

	Result	Weighting	Total
a) System Reliability	7.0	0.1	0.70
b) Customer Satisfaction	0.0	0.1	0.00
c) Return on Assets	1.0	0.05	0.05
d) Lost Time Frequency	0.8	0.1	0.08
e) Employee Absenteeism	0.6	0.05	0.03
f) Operating Cost/kwH sales	3.4	0.5	1.70
g) Staff/Customer Ratio	1.2	0.1	<u>0.12</u>
			2.68

This would result in a productivity increase of 2.68% prior to discounting.

(c) The parties agree to apply a discount figure based on the amount of accrued long service and sick leave entitlements held by the staff of Northern Rivers Electricity, to each result generated using Table A in each review period.

The parties agree the discount figure will be 20%

8 NO EXTRA CLAIMS

No extra claims for additional pay or allowances will be made during the term of this Agreement except those associated with the development and implementation of skills based classification structures, excepting Clause 5a of this agreement.

9 RATES OF PAY AND ALLOWANCES

The following rates of pay and allowances shall apply to all employees under this Agreement.

SALARY POINT	WEEKLY RATE	SALARY POINT	WEEKLY RATE
<u>OPERATIONAL STAFF</u>			
01	217.60	022	689.00
02	261.60	023	710.60
03	301.10	024	728.20
04	353.20	025	753.00
05	372.00	026	777.70
06	414.20	027	799.00
07	424.00	028	816.80
08	443.10	029	862.20
09	460.70	030	879.10
010	486.00	031	896.70
011	497.30	032	930.40
012	516.70	033	973.20
013	528.90	034	995.40
014	536.00	035	1028.90
015	553.90	036	1061.80
016	573.50	037	1088.00
017	583.70	038	1131.70
018	607.30	039	1180.30
019	625.70	040	1228.90
020	646.40	041	1290.10
021	668.00	042	1353.70

ADMINISTRATIVE AND CLERICAL STAFF

C1	261.60	C12	769.50
C2	301.10	C13	844.80
C3	353.20	C14	876.00
C4	389.20	C15	924.30
C5	422.50	C16	988.80
C6	464.30	C17	1022.10
C7	491.20	C18	1088.00
C8	539.10	C19	1131.70
C9	567.80	C20	1180.30
C10	612.50	C21	1228.90
C11	695.20	C22	1290.10

CC (EU) GENERAL MANAGERS AND ASSISTANT GENERAL MANAGERS AWARD

E1	1804.90	E2	1624.40
----	---------	----	---------

ALLOWANCES AND EXTRA RATES

	WEEKLY	DAILY	HOURLY
Confined Spaces			0.28
Dirt Money		2.55	
Operating Power Stations	19.70		
Sewerage Works only as approved			2.55
Tool Allowances -			
Linesmen	6.40		
Electrical Tradesmen	9.20		
Boilermaker	8.90		
Mechanical Fitter	8.90		
Motor Mechanic	8.90		
Panel Beater	8.90		
Bricklayer	9.10		
Carpenter	12.80		
Wet Places		2.55	
Helicopter Allowance		10.30	
Shift Allowance	31.70		
Availability	55.20		
Telephone Answering	28.00		
Duty Officer	82.90		
Standing By (Occup at 5.5.82)	56.60		

10 DECLARATION

The parties declare that this Agreement was freely entered into and is not harsh, unfair or unconscionable.

11 STRATEGIES

The parties to this agreement commit themselves to the on-going development and implementation of strategies designed to improve productivity within Northern Rivers Electricity.

To this effect, the parties to the agreement commit themselves to the introduction of an education campaign aimed at the encouragement of best practice principles within NRE.

12 SETTLEMENT OF GRIEVANCES AND DISPUTES

The following specific procedures will be adopted in respect of any dispute, claim or grievance:

- (a) A shop steward, on becoming aware of a problem should first take the matter up with their immediate supervisor, who shall report upon progress by no later than the next working day.
- (b) Should the matter remain unresolved the dispute should then be taken up with the Branch Head or District Engineer.
- (c) Should the matter remain unresolved the shop steward shall notify their Union of the circumstances.
- (d) The Manager - Human Resources shall convene a meeting within 48 hours of the matter being notified to him by the Union or appropriate Council Officer.
- (e) In the event of the dispute remaining unresolved the parties to have recourse to the appropriate tribunal in order to settle the dispute, after a cooling off period of 72 hours.
- (f) During all stages of the negotiations and including any hearings before an industrial tribunal the status quo will be maintained by both parties and without prejudice to either party, work shall continue in accordance with the provisions of the Council's Award.
- (g) This procedure for the settlement of disputes, claims and grievances does not preclude the right of any party to a dispute from proceeding under the provisions of the Act.

13 TRAINING

The parties to this agreement commit themselves to the continuation of training related to a Skills Based classification structure.

To this extent, a training committee will be established comprising both management and employee nominated delegates for the purpose of administering training and skills acquisition.

NORTHERN RIVERS ELECTRICITY

PRODUCTIVITY MATRIX
(EFFECTIVE 10.6.1992)

SYSTEM RELIABILITY VALUE	CUSTOMER SATISFACTION	RETURN ON ASSETS	LOST-TIME FREQUENCY	ABSENTEEISM	OPERATING COST PER KWH	CUSTOMER/ STAFF RATIO	VALUE
7.00	455	73.50	2.00	47.500	3.00	2.970	182.00
6.80	456	73.40	1.90	48.000	3.10	2.978	181.20
6.60	457	73.30	1.80	48.500	3.20	2.986	180.40
6.40	458	73.20	1.70	49.000	3.30	2.994	179.60
6.20	459	73.10	1.60	49.500	3.40	3.002	178.80
6.00	460	73.00	1.50	50.000	3.50	3.010	178.00
5.80	461	72.90	1.40	50.500	3.60	3.018	177.20
5.60	462	72.80	1.30	51.000	3.70	3.026	176.40
5.40	463	72.70	1.20	51.500	3.80	3.034	175.60
5.20	464	72.60	1.10	52.000	3.90	3.042	174.80
5.00	465	72.50	1.00	52.500	4.00	3.050	174.00
4.80	466	72.40	.90	53.000	4.10	3.058	173.20
4.60	467	72.30	.80	53.500	4.20	3.066	172.40
4.40	468	72.20	.70	54.000	4.30	3.074	171.60
4.20	469	72.10	.60	54.500	4.40	3.082	170.80
4.00	470	72.00	.50	55.000	4.50	3.090	170.00
3.80	471	71.90	.40	55.500	4.60	3.098	169.20
3.60	472	71.80	.30	56.000	4.70	3.106	168.40
3.40	473	71.70	.20	56.500	4.80	3.114	167.60
3.20	474	71.60	.10	57.000	4.90	3.122	166.80
3.00	475	71.50	.00	57.500	5.00	3.130	166.00
2.80	476	71.40	-.10	58.000	5.10	3.138	165.20
2.60	477	71.30	-.20	58.500	5.20	3.146	164.40
2.40	478	71.20	-.30	59.000	5.30	3.154	163.60
2.20	479	71.10	-.40	59.500	5.40	3.162	162.80
2.00	480	71.00	-.50	60.000	5.50	3.170	162.00
1.80	481	70.90	-.60	60.500	5.60	3.178	161.20
1.60	482	70.80	-.70	61.000	5.70	3.186	160.40
1.40	483	70.70	-.80	61.500	5.80	3.194	159.60
1.20	484	70.60	-.90	62.000	5.90	3.202	158.80
1.00	485	70.50	-1.00	62.500	6.00	3.210	158.00
.80	486	70.40	-1.10	63.000	6.10	3.218	157.20
.60	487	70.30	-1.20	63.500	6.20	3.226	156.40
.40	488	70.20	-1.30	64.000	6.30	3.234	155.60
.20	489	70.10	-1.40	64.500	6.40	3.242	154.80
.00	490	70.00	-1.50	65.000	6.50	3.250	154.00
-.20	491	69.90	-1.60	65.500	6.60	3.258	153.20
-.40	492	69.80	-1.70	66.000	6.70	3.266	152.40
-.60	493	69.70	-1.80	66.500	6.80	3.274	151.60
-.80	494	69.60	-1.90	67.000	6.90	3.282	150.80
-1.00	495	69.50	-2.00	67.500	7.00	3.290	150.00
-1.20	496	69.40	-2.10	68.000	7.10	3.298	149.20
-1.40	497	69.30	-2.20	68.500	7.20	3.306	148.40
-1.60	498	69.20	-2.30	69.000	7.30	3.314	147.60
-1.80	499	69.10	-2.40	69.500	7.40	3.322	146.80
-2.00	500	69.00	-2.50	70.000	7.50	3.330	146.00
-2.20	501	68.90	-2.60	70.500	7.60	3.338	145.20
-2.40	502	68.80	-2.70	71.000	7.70	3.346	144.40
-2.60	503	68.70	-2.80	71.500	7.80	3.354	143.60
-2.80	504	68.60	-2.90	72.000	7.90	3.362	142.80
-3.00	505	68.50	-3.00	72.500	8.00	3.370	142.00

WEIGHTING
FACTOR

.1 .10 .05 .100 .05 .500 .10

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore written.

Signed for and on behalf of the General Manager, Northern Rivers Electricity

~~Signature~~
.....
Signature
[Handwritten Signature]
GENERAL MANAGER

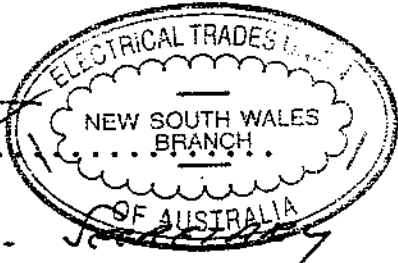
N. Higham
.....
Witness
N. HIGHAM ACTING PERSONNEL OFFICER

~~JOHN SHEATH, MANAGER, HUMAN RESOURCES~~
Name and Occupation

Name and Occupation

Signed for and on behalf of the Electrical Trades Union

[Handwritten Signature]
.....
Signature
BERT SCHMIDT - Secretary
Name and Occupation



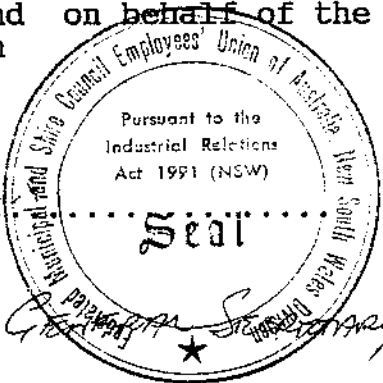
C. T. Harris J.P.
.....
Witness
C. T. HARRIS - ORGANISER

Name and Occupation

Name and Occupation

Signed for and on behalf of the Federated Municipal & Shire Council Employees Union

[Handwritten Signature]
.....
Signature
J. MERCHANT - General Secretary
Name and Occupation



[Handwritten Signature]
.....
Witness
J. D. CROAN - BRANCH SECRETARY

Name and Occupation

Name and Occupation

Signed for and on behalf of the Association of Professional Engineers' and Scientists', Australia (New Branch)

[Handwritten Signature]
.....
Signature

[Handwritten Signature]
.....
Witness
G. SYMINGTON
Snr Industrial Officer

Name and Occupation

Name and Occupation