

ENTERPRISE AGREEMENT

NO: E.A. 379 /1994

DATE REGISTERED: 29-9-94

PRICE: \$ 30-00

## MURRUMBIDGEE ELECTRICITY STATE ENTERPRISE AGREEMENT 1994

### **1. TITLE OF AGREEMENT**

This Agreement shall be known as the Murrumbidgee Electricity State Enterprise Agreement 1994.

### **2. PARTIES TO THE AGREEMENT**

An enterprise agreement, pursuant to the NSW Industrial Relations Act 1991, in accordance with the provisions of s. 115 - 142 of the Act, entered into between Murrumbidgee Electricity of Pine Avenue, Leeton NSW and:

- (1) The Electrical Trades Union of Australia, NSW Branch, 36-38 Hutchinson Street Surry Hills NSW 2010;
- (2) The Federated Municipal and Shire Council Employees' Union of Australia (NSW Division) 235-239 Clarence Street Sydney NSW 2000.

It is agreed between the parties as follows:

### **3. INTENTION**

- (a) The parties to this Agreement are committed to the achievement of Murrumbidgee Electricity's 1993/94 and 1994/95 Performance Agreement targets.
- (b) The parties to this Agreement are committed to the achievement of Murrumbidgee Electricity's corporate objectives and strategies.
- (c) The parties to this Agreement are committed to the achievement of continuous improvement at Murrumbidgee Electricity.
- (d) This Agreement details the method by which increases in rates of pay, based on productivity improvements, may occur for employees.
- (e) The parties agree that increases in rates of pay shall be linked to Murrumbidgee Electricity's productivity improvement which for the purpose of this Agreement shall be the achievement of the distributor's performance agreement targets.

- (f) The Sick Leave provisions of the County Council (Electricity Undertakings) Conditions of Employment (State) Award apply provided that where an employee is absent up to 5 days per annum on account of sickness in the first year of employment and has not accumulated sufficient hours to meet that absence, they shall be paid for those hours from any balance remaining as at the first anniversary of employment.

Provided that where Clause 14. Sick Leave of the County Councils (Electricity Undertakings) Conditions of Employment (State) Award prescribes provisions for sick leave, an employee shall be entitled to receive a minimum of one week's full pay for each year of service in accordance with Section 122(1)1, of the Industrial Relations Act 1991.

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

#### 4. DURESS

This Agreement has been entered into by the parties in good faith and without duress.


#### 5. PAST PERFORMANCE

In recognition of each employee's contribution to the achievement of Murrumbidgee Electricity's performance agreement targets and the productivity improvements achieved by the employees, existing ordinary award weekly rates of pay will be increased by 5 percent as set in the rates of pay Schedule of this Agreement.

The rates of pay payable in accordance with this Clause shall take effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid the rate of pay in accordance with this Clause from the beginning of the first pay period commencing on or after 1 November, 1993.

#### 6. PRODUCTIVITY

- (a) In recognition of the employees contribution to Murrumbidgee Electricity achieving its 1993/94 performance agreement targets, the ordinary weekly rates of pay set in the rates of pay schedule to this Agreement shall be increased by 1 and 1/2 percent effective from the beginning of the first pay period to commence on or after 1 July 1994.
- (b) In recognition of the employees contribution to Murrumbidgee Electricity achieving its 1994/95 performance agreement targets, the ordinary weekly rates of pay set in Schedule One of this Agreement shall be increased by 1 and 1/2 percent effective from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with this clause from the beginning of the first pay period to commence on or after 1 July, 1994.
- (c) The reference to performance agreement targets is a reference to the targets contained in Murrumbidgee Electricity's Performance Agreement with the Minister for Energy.
- (d) The parties agree that the pay increases provided by this Clause shall not be discounted or reduced if any of the employer's performance agreement targets are not achieved through no fault of the employees.

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## **7. STATE WAGE CASE**

If a State Wage Case is determined during the life of this Agreement, it shall be applied as follows:

- (a) Cost of living adjustment - Any component of the State Wage Case increase which is identified in the decision as a cost of living adjustment shall be paid to employees covered by this Agreement subject to any conditions imposed by the decision. The payment of a cost of living adjustment shall be in addition to the rates of pay paid under this Agreement.
- (b) Productivity increase - Any component of the State Wage Case increase which is a productivity based or linked increase shall be discounted to the extent of any productivity payment made under this Agreement.

## **8. IN-HOUSE BENEFIT - ELECTRICITY ACCOUNT**

An employee may elect to receive an in-house benefit in the form of a reduction in their electricity accounts and or purchase of whitegoods up to a total value of \$500 per annum in lieu of receiving the equivalent amount (\$500) in wages under this Agreement.

## **9. ATTENDANCE BONUS**

If an employee covered by this agreement retires or resigns during the term of this agreement, they shall be entitled to an Attendance Bonus of up to five days ordinary pay for each year of service.

In determining the entitlement, each financial year stands alone. The number of days applicable for each financial year shall be five days less the number of days taken as sick leave in that year.

The above conditions shall apply to all employees. However, should an employee retire or resign after attaining the age of 55 years, the paid sick leave provisions of the County Councils (Electricity Undertakings) Conditions of Employment Award will apply for service up to 15 February, 1993.

## **10. ANNUAL LEAVE LOADING**

Weekly rates of pay and certain allowances will be increased by 1.35 per cent. The increased weekly rates of pay and relevant allowances are included in the rates of pay set out in Schedule Two.

Such increases in rates of pay and allowances are effective from the first pay period commencing on or after 1 July 1994 and are payable for all purposes, subject to the following conditions:

- (a) This agreement shall preclude the payment of annual leave loading except as provided for by paragraph (b).
- (b) A payment, representing the loading on accrued annual leave, shall be paid to employees in the first pay period commencing on or after 1 July 1994.

Such payment shall be calculated by determining an employee's accrued annual leave balance for which loading would have been paid prior to this Agreement (including any pro rata amount), and applying a monetary rate of pay to the accrued balance.

#### **11. SECURITY OF EMPLOYMENT**

In the event that during the life of this Agreement there needs to be a reduction in the workforce, the parties agree that this is to be achieved by natural attrition or voluntary redundancy in the first instance. If this is not achievable the parties agree to discuss this issue with the intention of resolving the matter. Murrumbidgee Electricity retains its rights in performance and disciplinary matters as a separate issue.

#### **12. WORK ENVIRONMENT**

Both the employees and the employer agree to comply with the requirements of the Occupational Health and Safety Act 1983. The parties are also committed to complying with relevant Equal Employment Opportunity legislation as it applies to Murrumbidgee Electricity.

#### **13. TERM**

This Agreement shall commence on the date of registration and shall remain in force for a period of one year unless varied or terminated pursuant to the Industrial Relations Act 1991.

#### **14. FUTURE NEGOTIATIONS**

It is agreed that the parties to this Agreement will commence negotiations concerning a new agreement no later than 1 March 1995.

In this context, the parties recognize that the matters that can be discussed are unlimited, however the parties agree to discuss the following matters:

- (a) The application of the Climatic Allowance;
- (b) Other methods of taking Rostered Days Off (RDOs);
- (c) The payment of time in lieu of overtime;
- (d) Alternative provisions to those contained in the County Councils (Electricity Undertakings) Awards;
- (e) Work and management practices and continuous improvement within Murrumbidgee Electricity.

#### **15. SETTLEMENT OF INDUSTRIAL DISPUTES**

The parties to this Agreement shall, in respect of any grievance or dispute concerning the provisions or implementation of this Agreement, observe and implement the Grievance and Dispute Settlement procedure contained in Clause 35 of the County Councils (Electricity Undertakings) Conditions of Employment Award.

16 AREA AND INCIDENCE

This Agreement shall apply to and be binding on Murrumbidgee Electricity and all employees thereof, employed under the terms and conditions of the County Councils (Electricity Undertakings) Classifications and Rates of Pay and Conditions of Employment State Awards.

Signed and sealed for and on behalf of  
Murrumbidgee Electricity

*[Handwritten signature]*  
.....  
*Williams*  
.....

In the presence of

Signed and sealed for and on behalf of the  
Electrical Trades Union of Australia, NSW Branch



In the presence of

*[Handwritten signature]*  
.....  
*C. J. Harris J.P.*  
.....

Signed and sealed for and on behalf of the  
Federated Municipal and Shire Council Employees  
Union, NSW Division



In the presence of

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## MONETARY RATES

Basic Wage for Adult Males: \$121.40 per Week.

Annual Equivalent of the Basic Wage for Adult Males: \$6,330.

Table 1 - Classifications and Rate per Week

Classification	Rates per Week
	\$
Administrative Officers	
Grade 1	
1st Year	\$600.39
2nd Year	\$616.67
Grade 2	
1st Year	\$635.15
2nd Year	\$654.36
Grade 3	
1st Year	\$670.64
2nd Year	\$684.18
Grade 4	
1st Year	\$700.98
2nd Year	\$721.46
Grade 5	
1st Year	\$741.41
2nd Year	\$760.41
Grade 6	
1st Year	\$775.64
2nd Year	\$792.12
Grade 7	
1st Year	\$806.82
2nd Year	\$820.89
Grade 8	
1st Year	\$833.49
2nd Year	\$847.56

Grade 9

1st Year	\$861.84
2nd Year	\$874.13

Grade 10

1st Year	\$890.82
2nd Year	\$907.20

Grade 11

1st Year	\$923.69
2nd Year	\$939.33

Grade 12

1st Year	\$955.50
2nd Year	\$971.67

Clerical Officers

Grade 1 (Trainees)

1st Year (at 17 years of age)	\$226.80
2nd Year (at 18 years of age)	\$258.93
3rd Year (at 19 years of age)	\$290.43
4th Year (at 20 years of age)	\$359.21

Grade 2

1st Year (at 21 years of age)	\$405.83
2nd Year	\$422.00
3rd Year	\$435.75
4th Year	\$451.08
5th Year	\$467.36
6th Year	\$481.43

Grade 3

1st Year	\$503.06
2nd Year	\$521.85

Grade 4

1st Year	\$535.19
2nd Year	\$549.15

Grade 5

1st Year	\$566.16
2nd Year	\$582.02



Purchasing Officers

Grade 1

1st Year	\$566.16
2nd Year	\$582.02

Grade 2

1st Year	\$600.39
2nd Year	\$616.67

Grade 3

1st Year	\$635.15
2nd Year	\$654.36

Grade 4

1st Year	\$670.64
2nd Year	\$684.18

Grade 5

1st Year	\$700.98
2nd Year	\$721.46

Store Supervisors

Grade 1

1st Year	\$467.36
2nd Year	\$481.43
3rd Year	\$503.06
4th Year	\$521.85
5th Year	\$535.19
6th Year	\$549.15

Grade 2

1st Year	\$566.16
2nd Year	\$582.02

Grade 3

1st Year	\$600.39
2nd Year	\$616.67

Executive Support Officers

Rate per Annum

Range:

\$46,278.75  
to 87.5% of award salary for  
General Managers of Council

Professional Engineers

Grade 1

1st Year	\$621.92
2nd Year	\$668.64
3rd Year	\$714.32
4th Year	\$766.61

Grade 2

1st Year	\$817.11
2nd Year	\$833.18

Grade 3

1st Year	\$866.04
2nd Year	\$898.91

Grade 4

1st Year	\$932.19
2nd Year	\$949.31

Grade 5

1st Year	\$983.33
2nd Year	\$1,000.97

Grade 6

1st Year	\$1,018.71
2nd Year	\$1,036.14

Engineering Officers

Grade 1

1st Year	\$593.99
2nd Year	\$609.00

Grade 2

1st Year	\$621.92
2nd Year	\$638.51

Grade 3

1st Year	\$653.63
2nd Year	\$668.64

Grade 4

1st Year	\$686.07
2nd Year	\$697.41

Grade 5

1st Year	\$714.32
2nd Year	\$728.39

Grade 6

1st Year	\$744.66
2nd Year	\$766.61

Grade 7

1st Year	\$781.83
2nd Year	\$799.26

Grade 8

1st Year	\$817.11
2nd Year	\$833.18

Grade 9

1st Year	\$849.77
2nd Year	\$866.04

Superintendent

Grade 1

1st Year	\$653.63
2nd Year	\$668.64

Grade 2

1st Year	\$686.07
2nd Year	\$697.41

Grade 3

1st Year	\$714.32
2nd Year	\$728.39

Grade 4

1st Year	\$744.66
2nd Year	\$766.61

Technical Officers

Grade 1

1st Year	\$593.99
2nd Year	\$609.00
3rd Year	\$621.92
4th Year	\$638.51

Grade 2

1st Year	\$653.63
2nd Year	\$668.64

Grade 3

1st Year	\$686.07
2nd Year	\$697.41

Grade 4

1st Year	\$714.32
2nd Year	\$728.39

Foreman

Grade 1

1st Year	\$573.20
2nd Year	\$585.59

Grade 2

1st Year	\$593.99
2nd Year	\$609.00

Grade 3

1st Year	\$621.92
2nd Year	\$638.51

Cadet Engineers

1st Year (at 17)	\$308.70
2nd Year (at 18)	\$342.41
3rd Year (at 19)	\$372.75
4th Year (at 20)	\$403.20
5th Year (at 21)	\$463.47
6th Year	\$491.61

Electrical Technicians

Grade 1	\$481.43
Grade 2	\$495.71
Grade 3	\$507.68
Grade 4	\$519.44
Grade 5	\$532.35
Grade 6	\$546.32
Grade 7	\$559.23
Grade 8	\$573.20
Grade 9	\$585.59

Lineworker/Cable Jointers

Grade 1	\$450.24
Grade 2	\$473.24
Grade 3	\$493.50
Grade 4	\$506.52
Grade 5	\$525.84
Grade 6	\$536.66

Electrical Worker

Grade 1	\$415.17
Grade 2	\$424.31
Grade 3	\$433.55
Grade 4	\$450.24
Grade 5	\$463.58
Grade 6	\$473.24

Depot Officer

Grade 1	
1st Year	\$433.55
2nd Year	\$450.24
3rd Year	\$463.58
Grade 2	\$473.24
Grade 3	\$488.46
Grade 4	\$503.06

Apprentices

(a)	#VALUE!
1st Year	\$234.36
2nd Year	\$280.04
3rd Year	\$324.14
4th Year	\$367.40

(b)	#VALUE!
1st Year	\$280.04
2nd Year	\$324.14
3rd Year	\$367.40

Trainee Electrical Worker

at 17 years and under	\$226.80
at 18 years	\$269.75

Probationary Lineworker/Cable Jointers	\$428.51
Carpenters	
Grade 1	\$478.17
Grade 2	\$490.25
Grade 3	\$502.85
Licensed Plumbers	
Grade 1	\$493.61
Grade 2	\$505.89
Grade 3	\$520.17
Painters	
Grade 1	\$478.17
Grade 2	\$490.25
Grade 3	\$502.85
Fitter Machinists	
Grade 1	\$478.17
Grade 2	\$490.25
Grade 3	\$502.85
Grade 4	\$515.03
Welders	
Grade 1	\$478.17
Grade 2	\$490.25
Grade 3	\$502.85

Motor Mechanics

Grade 1	\$478.17
Grade 2	\$490.25
Grade 3	\$502.85
Grade 4	\$515.03
Grade 5	\$527.94
Grade 6	\$541.91

Landscape Gardeners

Grade 1	\$439.22
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