

ENTERPRISE AGREEMENT

NO: E.A. 467 /1994

DATE REGISTERED: 28-11-94

PRICE: \$ 14-00

**1 TITLE**

This agreement shall be known as the Northern Rivers Electricity On-Call Staff Agreement.

**2 PARTIES**

This Agreement is made between Northern Rivers Electricity operating from 17 Prince Street, Grafton; 21 Carrington Street, Lismore; 39 Sunshine Avenue, Tweed Heads; Cnr High and Lyster Streets, Coffs Harbour; Queen Street, Grafton and the Electrical Trades Union of Australia (NSW Branch).

**3 STATEMENT OF UNDERSTANDING**

The parties to this Agreement wish to have recognised the following matters, which impinge on current and future on-call arrangements, and which have been agreed to in recognition of this Agreement.

- (i) The progressive loss of income that will come with the acceptance of the deregulation process in a co-operative fashion.
- (ii) The loss of overtime income that will occur in terms of on-call as a result of system augmentation and other avenues of system improvement as foreshadowed in the reliability index improvement critique.
- (iii) There are to be sunset clauses on the present arrangements such as to facilitate the change to shift work which will occur with the gradual implementation of centralised system control.
- (iv) That when the change occurs from on-call standby arrangements to shift work that there will be no redundancy claims similar to that as applied for by the Duty Officers. Any changes will be made in a consultative manner, with those opportunities arising from these prospective changes being offered to those employees covered by this Agreement.

Further, that any on-call duties required to supplement any change to shift work will remain with employees covered by this Agreement.

- (v) The on-call allowance takes into account the increase in direct productivity that can be established relative to the 25,000 additional consumers added to the system in recent years.
- (vii) Acknowledgement that the present arrangement of exclusivity for electrical mechanics in terms of on-call arrangements will no longer apply.

Replacement of on-call employees brought about by resignation or retirement will be on the basis of merit. In this regard, electrical trades qualifications will be highly regarded.

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#### 4 INCIDENCE AND DURATION

- a) This agreement regulates the On-call arrangements for designated On-call staff involved in the provision of customer services related matters and overrides the following Clauses of the Northern Rivers County Council Award.

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.

#### 5 DEFINITION

- i) For the purpose of this Agreement, employees On-Call shall mean Electrical Tradespersons and Lineworkers who are required by NRE to be available for duty at all times for emergency or breakdown work and who is required to remain at their home or other place appointed by NRE unless otherwise released from On-Call.
- ii) For the purpose of this clause, emergency and/or breakdown work shall include:-
- a) restoring continuity of supply or in restoring to safe and proper operating conditions any plant or equipment failing or likely to fail in service;
  - b) maintenance work performed outside ordinary working hours which is of such an urgent nature that if not carried out at the time decided upon, an interruption to supply might occur;
  - c) work performed in attending customers' complaints;
  - d) repair of a minor fault or the renewing of fittings in a customer's installation and/or minor repairs to the customer's electrical appliances carried out by employees outside ordinary working hours and with the written authority of the customer.

#### 6 REMUNERATION AND PENALTY PAYMENTS

- i) In addition to the employees' substantive rate of pay, as prescribed in Schedule A Minimum Conditions, employees shall be paid an on-call allowance of \$100 per on-call week.

This quantum will be increased to reflect any movement in allowance levels arising out of the Northern Rivers Electricity Pay and Allowances Agreement or relevant costs of living adjustment as awarded through a State Wage Case.

- ii) The On-call allowance prescribed by this Agreement relates to a period of seven days. Where the duties of an employee do not cover the full period of seven days, such allowance may be calculated on the basis of one fifth of the amount for each period of twenty four hours or part thereof involved.
- iii) In addition to the prescribed allowance, the employee shall be paid double ordinary rates of pay for the time required for each call-out with a minimum of one hour at such rates for each call-out.

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Notwithstanding anything contained in this Agreement, an employee who is unable to complete the work in connection with such call or calls before their normal starting time and works one hour or more continuously up until such time, shall be paid double ordinary rates of pay for such work performed before their normal starting time. Where the time so worked continuously with and before the normal starting time is less than one hour, the employee shall be paid at double ordinary rates of pay for all time worked up until their normal starting time, together with a payment at single time rates, in addition to their ordinary day's pay, to bring the total payment up to the minimum of one hour provided by this subclause.

- iv) For the purpose of this Agreement, a call-out shall be that period from the time the employee receives a call or calls for emergency and/or breakdown service to the time they cease work in connection with such call or calls and arrives at their home or other authorised place and shall include the work involved in any other calls for service which they may receive whilst out on duty or which, upon their arrival at their home or such other authorised place, are awaiting their attention.

## 7 GENERAL CONDITIONS

- i) An employee On-call shall not, except with the expressed permission of the employer, venture from their home to a place so distant which, by their mode of travel, would cause delay of more than fifteen minutes in the time it would normally take to complete any journey between their home and the place at which the emergency and/or breakdown work is required to be performed.
- ii) An employee engaged on On-call duties is required upon receiving a call for emergency or breakdown service, to proceed directly to and from the job without any unnecessary delay or deviation on their part.
- iii) An employee On-call shall generally be required to remain at their home during such periods: Provided that it shall be reasonable for them to be away from their home on occasions of short duration when they have made, and takes the responsibility for, suitable and reliable arrangements whereby any calls for emergency and breakdown work will be relayed directly to them without delay.
- iv) An employee On-call shall not, except with the expressed permission of the employer, engage in any activity or commit themselves in any way during such period which would render them unable to be immediately available to attend to a call for emergency and/or breakdown service.
- v)
  - a) On-call work shall not include overtime which has been prearranged prior to the employee's normal ceasing time or work which does not constitute an emergency and/or breakdown situation as defined later herein.
  - b) An employee On-call who is directed to work planned or prearranged overtime or overtime not defined as emergency and/or breakdown work shall have their conditions of employment governed by the provisions of part I of clause 10, Overtime and Travelling Time, of the Northern Rivers County Council Award.
- vi) Where three or more employees required to carry out On-call duties are stationed in a locality, a roster shall be adopted by NRE to provide for two employees to be On-call for seven days straight, the remaining employees to be completely free of such duties during this period.
- vii) Where less than three employees required to carry out On-call duties are stationed in a locality and it is not possible to adopt a roster system provided in subclause (vi), of

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this clause, such employees shall be allowed a clear weekend (comprising a Friday, not being a public holiday, a Saturday and a Sunday) free of duty in each period of four weeks without reduction in the allowance paid. Nothing in this clause shall affect the right of NRE in case of sickness, period of annual leave or other circumstances beyond its control or by mutual agreement between the employee and NRE to vary the date on which the free weekend is rostered for any employee: Provided that an employee shall receive not less than four clear weekends free in each period of 16 weeks.

- viii) Where an employee On-call is required to work overtime on emergency and/or breakdown work between the hours of 12.45 am and 4 am on the same day and the employee would normally be required to work on that day, such employee shall be entitled to extend the normal starting time of that day, without loss of pay, by the same period as that worked between the times stated above: Provided that, in respect of overtime worked prior to the normal starting time on a Monday or a day following an award holiday, an employee shall be assumed to have had an ordinary ceasing time on the preceding day corresponding with their normal ceasing time on any ordinary working day: Provided further, that where an employee, by virtue of this subclause, is entitled to have their ordinary starting time extended but does not have their starting time extended due to emergency, they shall be paid at the rate of double the ordinary rates of pay for the actual time worked between their normal commencing time and their extended commencing time.

An employee entitled to extend their normal starting time under this subclause shall not do so without first obtaining the permission of the employer.

- ix) a) An employee On-call who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day so that they have not had at least eight consecutive hours off duty between those times, shall be released from duty after the completion of such overtime until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- b) If such an employee is required to resume or is required to continue work without having had such eight consecutive hours off duty, they shall be paid at the rate of double ordinary rates of pay until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence: Provided that, in respect of overtime worked prior to the normal starting time on a Monday or a day following an award holiday, an employee shall be assumed to have had an ordinary ceasing time on the preceding day corresponding with their normal ceasing time on an ordinary working day.
- c) Any period of overtime work of less than four hours' duration for which a minimum payment is provided by subclauses (6) and (7) of part I of clause 10, Overtime and Travelling Time, of the Northern Rivers County Council Award, shall not be taken into account for the purpose of this subclause.
- x) Employees On-call when working overtime shall be entitled to all meal allowances and meal breaks prescribed for employees working overtime.

## 8 LEAVE PROVISIONS

For each public holiday an employee is required to be On-call they shall have one day added to their annual leave in lieu of each such public holiday.

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**9 NO EXTRA CLAIMS**

No extra claims for additional pay or allowances will be made during the term of this Agreement.

**10 DECLARATION**

The parties declare that this Agreement was freely entered into, without duress and that the Agreement is not harsh, unfair or unconscionable.

**11 SETTLEMENT OF GRIEVANCES AND DISPUTES**

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

- (i) 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.
- (ii) Should the matter remain unresolved, the dispute should then be taken up with the Branch Head or District Manager.
- (iii) Should the matter remain unresolved the shop steward shall notify their Union of the circumstances.
- (iv) The Divisional Manager - Human Resources shall convene a meeting within 48 hours of the matter being notified to him by the Union or appropriate NRE officer.
- (v) 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.
- (vi) 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 Northern Rivers County Council Award.
- (vii) 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.

Notwithstanding the above, an employee may raise any dispute, claim or grievance in their own right and should then take the matter up with their immediate supervisor who shall report upon progress by no later than the next working day.

Should the matter remain unresolved, the employee is then able to invoke any of the subsections outlined above.

Whilst the procedure is being followed, normal work must continue.

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~~(vii) 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.~~

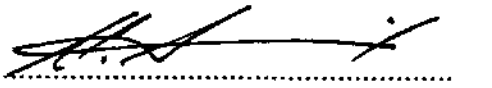
IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore written.

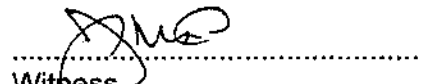
Signed for an on behalf of Northern Rivers Electricity

  
.....  
Signature  
**GENERAL MANAGER**

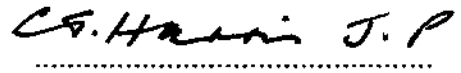
Name and Occupation

Signed for an on behalf of the Electrical Trades Union

  
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Signature  
**BERT SCHMIDT**  
Name and Occupation  
**SECRETARY.**

  
.....  
Witness

Name and Occupation  
**John R. Sheehan**  
Divisional Manager - Human Resources.

  
.....  
Witness

**COUNT HARRIS**  
Name and Occupation  
**ORGANISER.**

SCHEDULE A

## MINIMUM CONDITIONS

Set out below are the existing rates of pay that apply to on-call employees.

<u>SALARY POINT</u>	<u>WEEKLY RATE</u>
08	445.30
010	488.40
011	499.80
012	519.30
013	531.50
014	538.70
015	556.70
016	576.40