

ENTERPRISE AGREEMENT

NO: E.A. 81 /1994

DATE REGISTERED: 22-3-94

PRICE: \$.46-00

NORTH WEST ELECTRICITY

STATE

ENTERPRISE AGREEMENT - 1993

1. TITLE OF AGREEMENT

This Agreement shall be known as the 'North West Electricity State Enterprise Agreement, 1993'.

2. PARTIES TO THE AGREEMENT

The Parties to this Agreement are North West Electricity of 129-135 Otho Street, Inverell and, the Electrical Trades Union (New South Wales Branch) and the Federated Municipal and Shire Council Employees Union (New South Wales Division).

3. DURESS

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

4. INTENTION

(i) This Agreement shall partially regulate the rates of pay, terms and conditions of employment (as specified) for employees of North West Electricity in lieu of the provisions of the County Councils (Electricity Undertakings)

- Conditions of Employment; and
- Classifications and Rates of Pay (State) Awards.

(ii) The provisions of the Agreement take precedence, and override any provision of the County Councils (Electricity Undertakings) Awards or any other award or agreement dealing with the same matters that apply to the parties to this Agreement.

(iii) Specifically, the following clauses of the Awards shall not apply to employees at North West Electricity:

- Conditions of Employment Award

- (a) clause 6 'Hours of Work'
- (b) clause 10 'Overtime'
- (c) clause 11 'On Call and Standing By'

- Classifications and Rates of Pay Award

- (a) Part B Table 1

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

5. PAST PERFORMANCE

In recognition of employees contribution to North West Electricity's past performance, rates of pay will increase by 3.0% in accordance with Part B Table 1.

Such increase in rates of pay will be paid on the first pay period on or after 1 November, 1993.

6. PRODUCTIVITY PAYMENT

- (i) In recognition of employees contribution to North West Electricity's continuing productivity improvement, the Distributor is prepared to share any improvement in the 'Operating Costs per Customer' figure with employees according to the productivity matrix outlined in Appendix 1.

- (ii) The productivity matrix will measure defined performance indices for the financial year 1993/1994.

- (iii) Any improvement in the productivity matrix will result in rates of pay being adjusted with effect from the first pay period to commence on or after 1 July 1994, provided:

- (a) There is a reduction in 'operating costs per customer'.

- (b) That should circumstances arise (which are reasonably beyond the control of the employees) which adversely effect the performance indicators, then discussion will occur between the parties as to what, if any, amounts or variation should be incorporated into the matrix.

- (c) Should a no change or negative result be obtained from the productivity matrix, no adjustment in rates of pay will occur.

Any past deficit in the productivity matrix will need to be made up before any increase in rates of pay can occur.

- (iv) The productivity matrix will use the following indicators:

- (a) Operating Costs per Customer - Total operating expenditure divided by the number of customers for the period excluding depreciation and interest but including capitalised operating costs.

- (b) Absenteeism - Average number of days lost per employee per year on sick leave and leave without pay.
- (c) Lost time injury frequency rate - the number of lost time injuries multiplied by one million divided by the number of man hours worked (AS 1885.01).
- (d) Customer Satisfaction - Average of the customer satisfaction indices for business and domestic customers as determined by independent survey.

7. CONDITIONS OF EMPLOYMENT

(i) Hours of Work

(a) The ordinary hours of work for employees shall be:-

- (1) For employees appointed to classifications within the Trade and Support Staff Division - 38 hours per week.
- (2) For employees appointed to classifications within the Administrative and Clerical Divisions; and Professional and Technical Division - 35 hours per week.

Provided that the ordinary hours of work of the following classification shall not exceed thirty eight per week:-

Purchasing Officer, Stores Supervisor, Technical Officer, Superintendent and Foreman.

- (b) The ordinary hours of work may be worked on any day Monday to Friday (inclusive) within a prescribed band width.
- (c) The starting and finishing times of ordinary hours may be varied by agreement between the Distributor and employees in any particular work location or work group.
- (d) North West Electricity's policy on variable working hours will remain in place (i.e. Nine Day fortnight).

(ii) Overtime

- (a) It is a condition of employment that employees shall work reasonable overtime to meet the needs of North West Electricity.

(b) (1) Pre-arranged Overtime shall mean a direction given during ordinary working hours for the employee to work overtime.

(2) Recall shall mean a direction given outside ordinary working hours for the employee not on an 'on call' roster to work overtime.

(c) (1) An employee directed to work in excess of their ordinary working hours shall be entitled to an overtime payment.

(2) Except as provided by sub clause (d) below, all overtime worked shall be paid at the rate of double ordinary rates (for the employee's classification and grade).

Provided that any payment for a recall shall be for a minimum period of two (2) hours, provided that any other recall worked during the two hour period will not attract an additional payment, unless the second (or subsequent recall) extends beyond the two hour period.

(d) (1) Subject to agreement between the Distributor and the employee, in lieu of payment, an employee may elect to take time in lieu for any overtime worked.

(2) Any time in lieu accrued shall be subject to the following conditions:

(a) time accrued shall be on the basis of actual hours worked.

(b) time accrued shall not exceed five (5) days.

(c) time accrued not taken by the end of December each year shall be paid to the employee in the next following pay period.

(e) Overtime Allowance

(1) An employee who works three hours or more continuous overtime shall be paid a meal allowance of ten dollars (\$10.00).

(2) The employee shall be paid such meal allowance, referred to above, for each subsequent and continuous overtime period of three hours.

(f) Rest Period - After Work

(1) An employee who is required to work during the period of nine hours immediately preceding the employee's usual starting time shall be entitled, without loss of pay, to:

- (i) defer their starting time, or
- (ii) bring forward their finishing time,

by a period equal to the actual time worked within those hours.

(2) Notwithstanding paragraph (1) of this sub-clause, where because of the needs of North West Electricity, an employee is directed to start work at the usual starting time and/or continue working until their usual finishing time, the employee shall be paid at double ordinary rates for the period of time for which the employee otherwise could have altered their usual starting and/or finishing time.

(iii) On-Call

(a) Definitions

(1) On Call

An employee designated as "on-call" shall mean an employee directed to be available for emergency, breakdown, or other work that cannot be completed during the usual hours of duty because of disruption to customers or the normal operating routine of the Distributor.

(2) Call-Out

For the purpose of this clause, a call-out shall be that period from the time the employee receives a call, or calls, and attends for duty, to the time the employee ceases work in connection with such call or calls and arrives at the employee's home or other place authorised by paragraph (3) of sub-clause (b) of this clause. A call-out shall include the work involved in any further calls for service which the employee may receive whilst out on duty or which upon arrival at home or such other place allowed by paragraph (3) of sub-clause (b) of this clause, are awaiting the employee's attention.

(b) Employees "On-Call" - Availability

- (1) An employee "on-call" shall generally be required to remain at home during such periods; provided that it shall be reasonable for the employee to be away from home on occasions of short duration in circumstances where the employee has made, and takes the responsibility for, suitable and reliable arrangements whereby any calls for emergency and/or other work will be relayed directly to the employee.
- (2) An employee "on-call" shall not engage in any activity or be committed in any way during such periods which would render the employee unable to be immediately available to attend to a call for emergency and/or other work.
- (3) An employee "on-call" shall not, except with the expressed permission of their supervisor, venture from home to a place so distant which, by the employee's mode of travel, would cause a delay of more than fifteen minutes.

Notwithstanding the provisions of paragraphs (2) of sub-clause (a) of this clause, any such delay shall not be taken into account in the calculation of payment under this clause.

- (4) An 'on-call' employee shall not be required to be constantly available beyond a period of four weeks where other employees are available for such duty.

Where no other employee is available for inclusion in the 'on-call' roster, the employee concerned shall have at least one weekend, comprising two consecutive days, off duty each four weeks.

(c) Availability Allowance - "On-Call"

An "on-call" employee shall be paid an availability allowance of \$75.00 per week. Such allowance shall only be payable for the period that the employee is rostered 'on-call'.

(d) Payment for Call-Outs

An "on-call" employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time required to complete each call out.

(e) Minimum Payment

The minimum time payable for each call-out shall be one hour at double ordinary time rate of pay.

(f) Attending to Calls

An employee engaged in "on-call" duty shall, upon receiving a call for emergency and/or other work, proceed directly to and from the job without any unnecessary delay or deviation of journey.

(g) Allowances - General

The allowances prescribed by sub clause (c) relate to a full week of seven days. Where the 'on-call' duties of the employee do not cover a whole week, such allowance as prescribed by sub clause (c) shall be calculated and paid on the basis of:-

(i) \$9.00 per day for period Monday to Friday.

(ii) \$15.00 per day for Saturday and Sunday.

(h) On Call Duty Officer - Availability

(1) An employee required to act as 'on-call' Duty Officer, shall remain at home at all times during such periods, unless otherwise required in the course of the employee's duties, or except when allowed to leave home, by permission of the Officer-in-Charge.

(2) An 'on-call' Duty Officer shall not be required to be constantly available beyond a period of four weeks where other employees are available for such duty.

Where no other employee is available for inclusion in the 'on-call' Duty Officer roster, the employee concerned shall have at least one weekend, comprising of two consecutive days, off duty each four weeks.

(i) On Call Duty Officer Allowance

An employee directed to act as an 'on-call' Duty Officer shall be paid an allowance of \$84.50 per week. Such allowance shall only be payable for the period that the employee is rostered 'on-call' Duty Officer.

(j) On Call Duty Officer - Payment for Service Calls and Direction of Work

An employee acting as 'on-call' Duty Officer shall be paid, in addition to the 'on-call' Duty Officer Allowance, double ordinary time rate of pay for the time required to attend to all service calls and to direct and record all work in respect of emergency and/or other work provided that the minimum time payable for such work shall be fifteen minutes at double ordinary time rate of pay.

(k) Duty Officer Allowances - General

The allowances prescribed by sub clause (i) of this clause relate to a full week of seven days. Where the 'on-call' Duty Officers' duties do not cover a whole week, such allowance as prescribed by sub clause (i) shall be calculated and paid on the basis of:

(i) 10.10 per day for period Monday to Friday.

(ii) \$17.00 per day for Saturday and Sunday.

(l) Rest Period - After Work

(1) An employee who is required to work during the period of nine hours immediately preceding the employee's usual starting time, shall be entitled, without loss of pay, to:

(i) defer their starting time, or

(ii) bring forward their finishing time,

by a period equal to the actual time worked within those hours.

(2) Notwithstanding paragraph (1) of this sub clause, where because of the needs of North West Electricity, an employee is directed to start work at the usual starting time and/or continue working until their usual finishing time, the employee shall be paid at double ordinary rates for the period of time for which the employee otherwise could have altered their usual starting and/or finishing time.

(m) On-Call on a Public Holiday

For each public holiday an employee is required to be 'on-call', the employee shall be paid an additional day's pay.

8. ENTITLEMENT ADJUSTMENT

In consideration of a 1.85% increase in rates of pay, as in Part B Table 1, the following condition will apply from 1 November 1993:

(i) Picnic Day - (0.5%)

Employees Picnic Day will no longer be an award holiday.

(ii) Annual Leave Loading - (1.35%)

(a) This Agreement shall preclude the payment of annual leave loading except as detailed in paragraph (b) below.

(b) A payment, representing of the loading on accrued annual leave, shall be paid to employees on the first pay period after agreement is reached between the parties.

Such payment shall be calculated by determining an employee's accrued annual leave balance for which annual leave loading would have been paid prior to this Agreement (including any pro rata amount) as at 31 October, 1993 (less any leave taken between that date and the date agreement is reached between the parties) and applying a monetary loading of seventeen and a half per cent (17.5%) of the employee's ordinary rate of pay to the accrued balance.

9. DRIVERS LICENCE

The employer will reimburse the annual cost of licences at a nominated time each year.

10. JOB SHARE

(i) "Job Share" means the performance of the duties and functions normally attached to a nominated full-time position by a number of employees who share the work (both in terms of tasks to be performed, and time required to be on duty) between themselves, subject to management approval.

(ii) Job share employees may alternate their attendance at work, provided that an employee is on duty in the nominated position for the hours determined by the Distributor.

- (iii) The hours worked by a job share employee may vary from week to week, (for example one employee may work three days per week and other two days). Where the employees cannot agree on the hours or days to be worked the Distributor will make the final decision.
- (iv) The attendance arrangement must be flexible and capable of alteration at short notice to provide for special circumstances.
- (v) In the event of one employee being ill or otherwise not able to attend for duty, the other will be required to attend, ensuring there is always an employee on duty.
- (vi) The minimum attendance for any period of duty is three hours. That is, in any arrangement between employees sharing a "Job Share" position, an employee may not work less than three hours for any start.
- (vii) Where it is found the employee is not flexible enough to meet the requirements of the position, the offer of job sharing will be withdrawn.
- (viii) To aid communications between job sharers a diary book is to be maintained to contain a written record of relevant developments which may be required for subsequent work days.
- (ix) The number of "Job Share" positions and the number of employees participating in the scheme shall be determined by the parties.

11. 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:

- (i) Cost of living adjustment - any increase in rates of pay which is identified in the decision as a cost of living adjustment shall be passed on to employees subject to any conditions imposed by the decision. Any such State Wage Case increase shall be in addition to any increases to rates of pay arising as result of this Agreement.
- (ii) Productivity increase - any increase in rates of pay which is in return for State or Industry wide productivity improvements or is based on enterprise level productivity increases shall be adjusted to avoid double counting.

12. TERM

This Agreement shall commence on the 1 November, 1993 and shall remain in force for a period of twelve (12) months unless varied or terminated as provided for by the Industrial Relations Act (NSW).

13. FUTURE NEGOTIATIONS

At least three months before the nominal expiry of this Agreement the parties commit themselves to further negotiations with a view to further enhancing productivity and efficiency, an ensuring fair and relevant conditions of employment at North West Electricity.

Specifically, the parties will seek discussions on the following:

- (a) Payment for Recall.
- (b) 'Stand Down' period in respect of 'on-call' and 'overtime' subject to eight hour minimum.
- (c) An enterprise agreement for the 94/95 financial year.
- (d) Hours of Work being changed from 35 to 38 per week for appropriate staff.
- (e) Sick Leave.

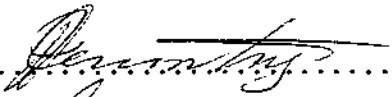

14. DISPUTES AND GRIEVANCES

Any disputes or grievances concerning the provision or implementation of this Agreement shall be dealt with in accordance with clause 35 'Grievance and Dispute Settlement' of the County Councils (Electricity Undertakings) Conditions of Employment (State) Award.

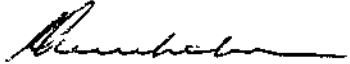
15. AREA AND INCIDENCE

This Agreement shall apply to and be binding on North West Electricity and all employees thereof, employed under the provisions of the County Councils (Electricity Undertakings) Awards.

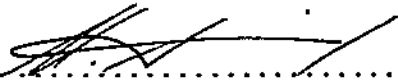
Signed for and on behalf of
North West Electricity


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In the presence of


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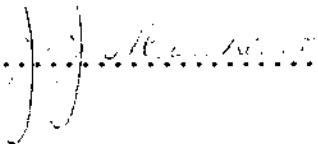
Signed for and on behalf of
the Electrical Trades Union
of Australia (New South
Wales Branch).


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In the presence of


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Signed for and on behalf of
the Federated Municipal and Shire
Council Employees Union
(New South Wales Division).


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In the presence of


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PART B

Table 1 - Classifications and Rates per Week

Classification	Rates per Week
	\$
<u>Administrative Officers</u>	
Grade 1	
1st Year	599.50
2nd Year	615.80
Grade 2	
1st Year	634.20
2nd Year	653.40
Grade 3	
1st Year	669.70
2nd Year	683.20
Grade 4	
1st Year	700.00
2nd Year	720.40
Grade 5	
1st Year	740.30
2nd Year	759.30
Grade 6	
1st Year	774.50
2nd Year	791.00
Grade 7	
1st Year	805.70
2nd Year	819.70
Grade 8	
1st Year	832.30
2nd Year	846.30
Grade 9	
1st Year	860.60
2nd Year	872.90

[Table 1, ctd]

Classification	Rates per Week
	\$
Grade 10	
1st Year	889.50
2nd Year	905.90
Grade 11	
1st Year	922.40
2nd Year	938.00
Grade 12	
1st Year	954.10
2nd Year	970.30
<u>Clerical Officers</u>	
Grade 1 (Trainees)	
1st Year (at 17 years of age)	226.50
2nd Year (at 18 years of age)	258.60
3rd Year (at 19 years of age)	290.00
4th Year (at 20 years of age)	358.70
Grade 2	
1st Year (at 21 years of age)	405.20
2nd Year	421.40
3rd Year	435.10
4th Year	450.40
5th Year	466.70
6th Year	480.70
Grade 3	
1st Year	502.30
2nd Year	521.10
Grade 4	
1st Year	534.40
2nd Year	548.40
Grade 5	
1st Year	565.40
2nd Year	581.20

[Table 1, ctd]

Classification	Rates per Week
	\$
<u>Purchasing Officers</u>	
Grade 1	
1st Year	565.40
2nd Year	581.20
Grade 2	
1st Year	599.50
2nd Year	615.80
Grade 3	
1st Year	634.20
2nd Year	653.40
Grade 4	
1st Year	669.70
2nd Year	683.20
Grade 5	
1st Year	700.00
2nd Year	720.40
<u>Store Supervisors</u>	
Grade 1	
1st Year	466.70
2nd Year	480.70
3rd Year	502.30
4th Year	521.10
5th Year	534.40
6th Year	548.40
Grade 2	
1st Year	565.40
2nd Year	581.20
Grade 3	
1st Year	599.50
2nd Year	615.80

[Table 1, ctd]

Classification Rates per Week
\$

Professional Engineers

Grade 1

1st Year	621.00
2nd Year	667.70
3rd Year	713.30
4th Year	765.50

Grade 2

1st Year	815.90
2nd Year	832.00

Grade 3

1st Year	864.80
2nd Year	897.60

Grade 4

1st Year	930.90
2nd Year	947.90

Grade 5

1st Year	981.90
2nd Year	999.50

Grade 6

1st Year	1,017.30
2nd Year	1,034.70

Engineering Officers

Grade 1

1st Year	593.10
2nd Year	608.10

Grade 2

1st Year	621.00
2nd Year	637.60

Grade 3

1st Year	652.70
2nd Year	667.70

[Table 1, ctd]

Classification	Rates per Week
	\$
Grade 4	
1st Year	685.10
2nd Year	696.40
Grade 5	
1st Year	713.30
2nd Year	727.30
Grade 6	
1st Year	743.60
2nd Year	765.50
Grade 7	
1st Year	780.70
2nd Year	798.10
Grade 8	
1st Year	815.90
2nd Year	832.00
Grade 9	
1st Year	848.60
2nd Year	864.80
<u>Superintendent</u>	
Grade 1	
1st Year	652.70
2nd Year	667.70
Grade 2	
1st Year	685.10
2nd Year	696.40
Grade 3	
1st Year	713.30
2nd Year	727.30
Grade 4	
1st Year	743.60
2nd Year	765.50

[Table 1, ctd]

Classification	Rates per Week
	\$
<u>Technical Officers</u>	
Grade 1	
1st Year	593.10
2nd Year	608.10
3rd Year	621.00
4th Year	637.60
Grade 2	
1st Year	652.70
2nd Year	667.70
Grade 3	
1st Year	685.10
2nd Year	696.40
Grade 4	
1st Year	713.30
2nd Year	727.30
<u>Foreman</u>	
Grade 1	
1st Year	572.40
2nd Year	584.70
Grade 2	
1st Year	593.10
2nd Year	608.10
Grade 3	
1st Year	621.00
2nd Year	637.60
<u>Cadet Engineers</u>	
1st Year (at 17)	308.30
2nd Year (at 18)	341.90
3rd Year (at 19)	372.20
4th Year (at 20)	402.60
5th Year (at 21)	462.80
6th Year	490.90

[Table 1, ctd]

Classification Rates per Week
\$

Electrical Technicians

Grade 1	480.70
Grade 2	495.00
Grade 3	506.90
Grade 4	518.70
Grade 5	531.60
Grade 6	545.50
Grade 7	558.40
Grade 8	572.40
Grade 9	584.70

Lineworker/Cable Jointers

Grade 1	449.60
Grade 2	472.60
Grade 3	492.80
Grade 4	505.80
Grade 5	525.10
Grade 6	535.90

Electrical Worker

Grade 1	414.60
Grade 2	423.70
Grade 3	432.90
Grade 4	449.60
Grade 5	462.90
Grade 6	472.60

Depot Officer

Grade 1	
1st Year	432.90
2nd Year	449.60
3rd Year	462.90
Grade 2	472.60
Grade 3	487.80
Grade 4	502.30

Apprentices

(a) Indentured Apprentices

1st Year	234.00
2nd Year	279.60
3rd Year	323.70
4th Year	366.90

[Table 1, ctd]

Classification	Rates per Week \$
<u>(b) Trainee Apprentices</u>	
1st Year	279.60
2nd Year	323.70
3rd Year	366.90
 <u>Trainee Electrical Worker</u>	
at 17 years and under	226.50
at 18 years	269.40
 <u>Probationary Lineworker/Cable Jointers</u>	
	427.90
 <u>Carpenters</u>	
Grade 1	477.50
Grade 2	489.50
Grade 3	502.10
 <u>Licensed Plumbers</u>	
Grade 1	492.90
Grade 2	505.20
Grade 3	519.40
 <u>Painters</u>	
Grade 1	477.50
Grade 2	489.50
Grade 3	502.10
 <u>Fitter Machinists</u>	
Grade 1	477.50
Grade 2	489.50
Grade 3	502.10
Grade 4	514.30

[Table 1, ctd]

Classification	Rates per Week \$
<u>Welders</u>	
Grade 1	477.50
Grade 2	489.50
Grade 3	502.10
<u>Motor Mechanics</u>	
Grade 1	477.50
Grade 2	489.50
Grade 3	502.10
Grade 4	514.30
Grade 5	527.20
Grade 6	541.10
<u>Landscape Gardeners</u>	
Grade 1	438.60
<u>Leading Hand Payment</u>	30.80

NORTH WEST ELECTRICITY ENTERPRISE AGREEMENT MATRIX					
<i>Offer Percent</i>	<i>Customer Satisfaction</i>	<i>LTIF</i>	<i>Absenteeism</i>	<i>Operating Cost 4B</i>	<i>Weighting</i>
7.5 max	70.1		1.98	399.51	
	*		*	*	
	*		*	*	
	20		10	50	Points
	*		*	*	
	*		*	*	
5	69.05		3.24	431.6	
	*	0	*	*	
	*	*	*	*	
	20	12	10	50	Points
	*	*	*	*	
	*	*	*	*	
2.5	68	15	4.5	463.69	93/94 Targets
	*	*	*	*	
	*	*	*	*	
	20	20	10	50	Points
	*	*	*	*	
	*	*	*	*	
0	66.95	40	5.76	495.78	92/93 Actual
	*	*	*	*	
	*	*	*	*	
	-20	-20	-10	-50	Points
	*	*	*	*	
	*	*	*	*	
-2.5	65.9	65	7.02	527.87	
Index Increment per Point					
	0.0525	-1.25	-0.125	-0.6418	
Example	68	15	4.5	463.69	
Change	1.05	-25	-1.25	-32.09	
Points	20.00	20.00	10.00	50.00	
Total points				100.00	
Offer for	100	points is	2.5	percent	
Therefore offer for	100.00	points is	2.50	percent	