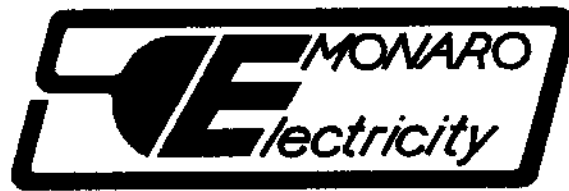


ENTERPRISE AGREEMENT

NO: E.A. 37 /1995

DATE REGISTERED: 15-2-95

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MONARO ELECTRICITY
ENTERPRISE AGREEMENT

1994

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2. **TITLE OF AGREEMENT**

This Agreement shall be known as the 'Monaro Electricity Enterprise Agreement 1994'.

3. **PARTIES**

- (i) The Parties to this Agreement are Monaro Electricity of 106 Sharp Street, Cooma and the Monaro Electricity Employees Works Committee.
- (ii) This Agreement covers employees and intending employees who are employed under the County Councils (Electricity Undertakings) Conditions of Employment (State) Award, referred to as the "Conditions Award", the County Councils (Electricity Undertakings) Classification and Rates of Pay (State) Award, referred to as the "Rates of Pay Award" and the Monaro Electricity Enterprise Agreement 1993.
- (iii) The Parties confirm that this Agreement was not entered under duress.

4. **INCIDENCE AND DURATION**

- (i) This Agreement shall regulate partially the Terms and Conditions of Employment previously regulated by the County Councils (Electricity Undertakings) Conditions of Employment (State) Award and the County Councils (Electricity Undertakings) Classifications and Rates of Pay (State) Award and Monaro Electricity Enterprise Agreement 1993. Apart from Clauses specified in the Agreement all other clauses of the (Awards) shall apply.
- (ii) This Agreement shall be made for a period of 2 (two) years commencing from the date the Agreement is registered.

5. **SETTLEMENT OF GRIEVANCES AND DISPUTES**

Clause 35 Grievances and Disputes Settlement in the County Council (Electricity Undertakings) Conditions of Employment (State) Award shall apply.

6. **PRODUCTIVITY MATRIX**

- (i) The Productivity Matrix shall be calculated using Appendix 1.
- (ii) Each point by which the Productivity Matrix is increased shall result in an increase in pay rates of 0.0483%.

(iii) Rates of pay in Appendix 2 shall be adjusted in accordance with the Productivity Matrix (Appendix 1) from the beginning of the first pay period on or after 1 July 1995.

(iv) **Productivity Indicators**

. Operating Cost per Customer

Total operating costs divided by the average number of customers for the period excluding depreciation, interest and capitalised operating expenditure.

. System Reliability

Average number of minutes that customer supply is interrupted for the year including planned and unplanned outages excluding all outages on the sub-transmission system or outages due to Pacific Power or conditions beyond the control of employees. Assumes normal weather conditions.

. Customer Satisfaction

Average of the customer satisfaction indices for business and domestic customers as determined by independent survey.

. Absenteeism

Average number of days lost per employee per year on sick leave, family leave and leave without pay.

(v) The Productivity indicators shall be reviewed quarterly and circulated to all work locations.

(vi) The above productivity indicators shall be reviewed by 31 October 1995 to determine adjustments to rates of pay to commence from the first pay period on or after 1 August 1996 and be submitted as a variation to this agreement.

7. **PERFORMANCE REVIEW - IN-HOUSE BENEFIT**

Subject to a satisfactory performance review, an employee may elect in any year to receive an in-house benefit to the value of five hundred dollars (\$500.00) or a payment of five hundred dollars (\$500.00) to be made through the payroll system.

The in-house benefit shall be in any combination of electricity account or sundry debtor account as determined by the employee.

The in-house benefit shall be available to employees annually each October. The benefit shall be available on a pro-rata basis for new and terminating employees.

8. **MINIMUM PAYMENT FOR RECALL TO WORK OVERTIME**

- (i) In lieu of [Clause 10 (v) (a) (b), (vii) (d)] of the conditions award an employee recalled to work overtime on any day including a Saturday, Sunday or holiday shall be entitled to a minimum of two hours pay at double the ordinary time rate of pay for each time he/she is recalled or performs such work

Provided that the employee shall not be required to work the full two hours if the work the employee was recalled to perform is completed within a shorter period.

The minimum payment of two hours shall not apply where the overtime is continuous from the employees usual ceasing time.

- (ii) Paragraph (a), (b) and (c) of Sub-Clause 7B of Clause 10 of the Conditions Award shall not apply where an employee works overtime for a duration less than two (2) hours.

9. **EMPLOYER ENDORSED TRAINING - TRAVEL TIME**

In Lieu of [Clause 25 (iii)] of the Conditions Award an employee may be required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training.

Payment for such travel shall be fifty per cent of the time travelled outside the usual commencing and ceasing time at the ordinary time rate of pay.

10. **SPECIAL ALLOWANCES**

The provisions of Clause 10D(i) A - D of the Rates of Pay Award - Special Allowances shall not apply to employees covered by this Agreement.

11. **CLIMATIC ALLOWANCE**

Climatic Allowance shall not apply to employees covered by this Agreement.

12. **ON CALL DUTY OFFICER - ALLOWANCE**

In lieu of Clause 11 (viii) (ix) of the Conditions Award an employee acting as On Call Duty Officer shall be paid an allowance of one hundred and three dollars (\$103.00) per week inclusive of the allowance as set in Item 2 of Table 1 of Part B of the Rates of Pay Award.

13 **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 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 increase shall be in addition to any increases rising as a result of this Agreement.
- (b) Productivity increase - any component of the State Wage increase 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.

14. **HOURS OF WORK - 38 HOUR EMPLOYEES** - [Clause 6 (iii) A]**Ordinary Hours**

Ordinary hours of work will be from 7.30 am to 4.30 pm Monday to Friday except alternate Thursdays which will be from 7.30 am to 4.00 pm. A lunch period of thirty (30) minutes will apply and will be taken between 12 noon and 1 pm.

Overtime

Overtime rates will not apply until the daily quantum of hours has been completed.

Rostered Day Off

Definition: A Rostered Day Off (RDO) is a day in which the hours are accrued during ordinary hours of work and shall be taken without pay during the normal two weekly pay cycle except as varied below.

- (i) Employees' RDO will be determined by agreement with the supervisor of each section this may be varied within the two weekly pay cycle to maintain adequate services.
- (ii) If a Public Holiday occurs on an RDO the employee will take their RDO on the day before or after the Public Holiday.
- (iii) Monaro Electricity and specific work crews or employees may by mutual agreement extend the ordinary hours of work, when working considerable distances from their depot. The extended hours worked shall be taken as an additional RDO.

Emergency Work

If an employee is required to work on an RDO due to emergency or other unavoidable or approved reasons, the employee may arrange to take the RDO during the next two weekly pay cycle or be paid at the appropriate overtime rates for the time worked.

Higher Duty Claims

The provisions of Clause 3 (iii) of the Conditions Award shall not apply to an employee acting in a higher paid position when the usual occupant is absent on an RDO.

15. **HOURS OF WORK- 35 HOUR EMPLOYEES** [CLAUSE 6 (iii)c]

Ordinary Hours

Ordinary Hours of work will be from 8.15 am to 5.15 pm Monday to Friday. A lunch period of forty three (43) minutes will apply and will be taken between 12 noon and 2 pm. Core hours will be between 8.30 am and 5.00 pm. Employees who by agreement start at 8.15 or finish at 5.15 pm may add fifteen (15) minutes to their lunch period.

The Head Office will be open to the public from 8.30 am to 5 pm.

Overtime

Overtime rates will not apply until the daily quantum of hours has been completed.

Rostered Day Off

Definition: A Rostered Day Off (RDO) is a day in which the hours are accrued during ordinary hours of work and shall be taken without pay during the normal two weekly pay cycle except as varied below.

- (i) Employees' RDO will be determined by agreement with the supervisor of each section. This may be varied within the two weekly pay cycle to maintain adequate services.
- (ii) If a Public Holiday occurs on a RDO the employee will take their RDO on the day before or after the Public Holiday.
- (iii) If an employee is required to work on their RDO, the employee may arrange to take the RDO during the next two weekly pay cycle or be paid at the ordinary rates of pay for the time worked.

Higher Duty Claims

The provisions of Clause 3 (iii) of the Conditions Award shall not apply to an employee acting in a higher paid position when the usual occupant is absent on an RDO.

16. **ANNUAL LEAVE**

At the completion of each twelve months continuous service an employee shall be entitled to four (4) weeks annual leave.

Applications for Annual Leave must be submitted to the employees supervisor at least two weeks prior to the period of leave.

A maximum of four (4) periods of Annual Leave may be taken in any twelve (12) months, of which three (3) periods may be single days.

17. **ANNUAL LEAVE LOADING** [CLAUSE V]

- (i) This Agreement shall preclude the payment of Annual Leave Loading to employees.
- (ii) Annual Leave Loading shall not be paid for any annual leave which accrued on or after 6th December, 1993.
- (iii) Annual Leave Loading, whether on annual leave which has accrued or pro rata shall not be paid on resignation or termination of employment or for any other reason.

18. **SICK LEAVE AND FAMILY LEAVE**

In lieu of Clause 14 (i), (ii), (iii) and (iv) of the Conditions Award the employee shall be entitled to sick leave without loss of pay in respect of absences from work on account of personal illness or accident subject to the following:

- (i) The employee shall as soon as practicable, inform the employer of the absence and the estimated duration of the absence.
- (ii) The employee shall produce evidence, satisfactory to the employer, that the absence was due to personal illness or accident.
- (iii) Sick leave entitlement shall be unlimited, however, the parties agree that each individual absence from work may be reviewed as appropriate. In cases of long term illness the employer may consult with the employee's medical advisor or refer the employee to a nominated medical practitioner after six (6) months for the purpose of reviewing the likelihood of the employee returning to work or to negotiate retirement on the grounds of ill health.
- (iv) The employee may request leave to attend to urgent domestic matters related to immediate family.

- (v) The Supervisor at his/her discretion may grant up to two days each year sick leave or family leave without the need to produce satisfactory medical evidence.
- (vi) In the event that the employee has been granted sick leave in respect of personal illness or accident, arising out of and in the course of employment, and the employee receives worker's compensation in respect of that illness or accident, the employee shall repay to the employer from the amount of compensation payment (but not exceeding the amount of compensation payment received by the employee) the monetary equivalent of the sick leave taken.

A. Previous Service

The employee shall upon the commencement of this Agreement be entitled to retain the employee's credit of any sick leave which was untaken during service with the employer prior to 15 February 1993.

B. Payment of Untaken Sick Leave on Termination

Payment for Untaken Sick Leave accrued prior to 15 February 1993 shall be calculated as the lesser of the following:

- (i) The number of days of accumulated sick leave as at that date of termination of employment, that the employee could cash-in in accordance with the existing award provision as in force on that date:
- (ii) The number of days accumulated sick leave that the employee could have cashed-in on 15 February 1993 if a termination of employment had been effected immediately before that date;
- (iii) Payment for untaken sick leave accrued prior to 15 February 1993 is only available on death of an employee, retirement on the grounds of ill health, or as defined in Clause 14 (iv) of the Conditions Award.

19. **EMPLOYEES' PICNIC DAY** [CLAUSE 13(i)c]

All employees covered by this Agreement shall take the Picnic Day Holiday on one of the working days falling between Christmas and New Years Day.

20. **CLOTHING ISSUE**

In lieu of Schedule C Part 1 of the Conditions Award all employees shall be entitled to a clothing issue, as specified in the Monaro Electricity Clothing Policy. Employees shall be entitled to a once only upgrade to the equivalent of two years clothing issue. Clothing will then be issued on a wear and tear replacement basis.

21. **NO EXTRA CLAIMS**

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

APPENDIX 1

MONARO ELECTRICITY PRODUCTIVITY MATRIX

SYSTEM RELIABILITY	ABSENTEEISM	OPERATING COSTS	CUSTOMER SATISFACTION	PERFORMANCE
85.00	1.50	276	86.00	10
95.00	1.50	286	84.00	9
105.00	1.50	296	82.00	8
115.00	1.50	306	80.00	7
125.00	2.00	316	78.00	6
135.00	2.50	326	76.00	5
145.00	3.50	336	74.00	4
155.00	4.50	346	72.00	3
165.00	5.50	356	70.00	2
175.00	6.50	366	68.00	1
185.00	7.50	376	66.00	0
3	3	3	3	
5	8	30	5	
15	24	90	15	
				144
				INDEX
				0.00%
				PERCENT

MONARO ELECTRICITY

APPENDIX 2 - RATES OF PAY 1 July 1994

CLASSIFICATION	RATE
Administrative Officers	
Grade 1	
1st Year	\$600.85
2nd Year	\$617.10
Grade 2	
1st Year	\$635.55
2nd Year	\$654.75
Grade 3	
1st Year	\$671.00
2nd Year	\$684.50
Grade 4	
1st Year	\$701.25
2nd Year	\$721.70
Grade 5	
1st Year	\$741.60
2nd Year	\$760.60
Grade 6	
1st Year	\$775.80
2nd Year	\$792.25
Grade 7	
1st Year	\$806.90
2nd Year	\$820.95
Grade 8	
1st Year	\$833.55
2nd Year	\$847.55
Grade 9	
1st Year	\$861.85
2nd Year	\$874.05
Grade 10	
1st Year	\$890.75
2nd Year	\$907.10

Grade 11	
1st Year	\$923.55
2nd Year	\$939.15
Grade 12	
1st Year	\$955.30
2nd Year	\$971.40
<u>Clerical Officers</u>	
(Trainees)	
1st Year (at 17 years of age)	\$228.00
2nd Year (at 18 years of age)	\$260.05
3rd Year (at 19 years of age)	\$291.50
4th Year (at 20 years of age)	\$360.10
Grade 2	
1st Year (at 21 years of age)	\$406.65
2nd Year	\$422.80
3rd Year	\$436.50
4th Year	\$451.80
5th Year	\$468.05
6th Year	\$482.15
Grade 3	
1st Year	\$503.70
2nd Year	\$522.45
Grade 4	
1st Year	\$535.75
2nd Year	\$549.75
Grade 5	
1st Year	\$566.70
2nd Year	\$582.50
<u>Purchasing Officers</u>	
Grade 1	
1st Year	\$566.80
2nd Year	\$582.60
Grade 2	
1st Year	\$600.95
2nd Year	\$617.20
Grade 3	
1st Year	\$635.65

2nd Year	\$654.80
Grade 4	
1st Year	\$671.05
2nd Year	\$684.55
Grade 5	
1st Year	\$701.35
2nd Year	\$721.80
<u>Store Supervisors</u>	
Grade 1	
1st Year	\$468.15
2nd Year	\$482.20
3rd Year	\$503.75
4th Year	\$522.55
5th Year	\$535.85
6th Year	\$549.80
Grade 2	
1st Year	\$566.80
2nd Year	\$582.60
Grade 3	
1st Year	\$600.95
2nd Year	\$617.20
<u>Professional Engineers</u>	
Grade 1	
1st Year	\$622.35
2nd Year	\$669.00
3rd Year	\$714.55
4th Year	\$766.75
Grade 2	
1st Year	\$817.20
2nd Year	\$833.20
Grade 3	
1st Year	\$866.00
2nd Year	\$898.85
Grade 4	
1st Year	\$932.00
2nd Year	\$949.15
Grade 5	
1st Year	\$983.10

2nd Year	\$1,000.70
Grade 6	
1st Year	\$1,018.40
2nd Year	\$1,035.80
<u>Engineering Officers</u>	
Grade 1	
1st Year	\$594.50
2nd Year	\$609.45
Grade 2	
1st Year	\$622.35
2nd Year	\$638.90
Grade 3	
1st Year	\$654.00
2nd Year	\$669.00
Grade 4	
1st Year	\$686.40
2nd Year	\$697.70
Grade 5	
1st Year	\$714.55
2nd Year	\$728.65
Grade 6	
1st Year	\$744.85
2nd Year	\$766.75
Grade 7	
1st Year	\$781.95
2nd Year	\$799.35
Grade 8	
1st Year	\$817.20
2nd Year	\$833.20
Grade 9	
1st Year	\$849.75
2nd Year	\$866.00
<u>Superintendent</u>	
Grade 1	
1st Year	\$654.10
2nd Year	\$669.10

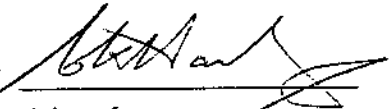
Grade 2		
	1st Year	\$686.45
	2nd Year	\$697.80
Grade 3		
	1st Year	\$714.65
	2nd Year	\$728.70
Grade 4		
	1st Year	\$744.95
	2nd Year	\$766.85
<u>Technical Officers</u>		
Grade 1		
	1st Year	\$594.55
	2nd Year	\$609.55
	3rd Year	\$622.45
	4th Year	\$639.00
Grade 2		
	1st Year	\$654.10
	2nd Year	\$669.10
Grade 3		
	1st Year	\$686.45
	2nd Year	\$697.80
Grade 4		
	1st Year	\$714.65
	2nd Year	\$728.70
<u>Foreman</u>		
Grade 1		
	1st Year	\$573.80
	2nd Year	\$586.15
Grade 2		
	1st Year	\$594.55
	2nd Year	\$609.55
Grade 3		
	1st Year	\$622.45
	2nd Year	\$638.90
<u>Cadet Engineers</u>		
	1st Year (at 17)	\$309.70
	2nd Year (at 18)	\$343.35

3rd Year (at 19)	\$373.60
4th Year (at 20)	\$404.05
5th Year (at 21)	\$464.20
6th Year	\$492.35
<u>Electrical Technicians</u>	
Grade 1	\$482.20
Grade 2	\$496.45
Grade 3	\$508.40
Grade 4	\$520.15
Grade 5	\$533.05
Grade 6	\$546.95
Grade 7	\$559.85
Grade 8	\$573.80
Grade 9	\$586.15
<u>Lineworker/Cable Jointers</u>	
Grade 1	\$451.05
Grade 2	\$474.00
Grade 3	\$494.25
Grade 4	\$507.25
Grade 5	\$526.50
Grade 6	\$537.30
<u>Electrical Worker</u>	
Grade 1	\$416.05
Grade 2	\$425.15
Grade 3	\$434.40
Grade 4	\$451.05
Grade 5	\$464.35
Grade 6	\$474.00
<u>Depot Officer</u>	
Grade 1	
1st Year	\$434.40
2nd Year	\$451.05
3rd Year	\$464.35
Grade 2	\$474.00
Grade 3	\$489.20
Grade 4	\$503.75

<u>Apprentices</u>	
(a) Indentured Apprentices	
1st Year	\$235.60
2nd Year	\$281.20
3rd Year	\$325.20
4th Year	\$368.40
(b) Trainee Apprentices	
1st Year	\$281.20
2nd Year	\$325.20
3rd Year	\$368.40
<u>Trainee Electrical Worker</u>	
at 17 years and under	\$228.05
at 18 years	\$270.95
<u>Probationary Lineworkers</u>	\$429.35
<u>Motor Mechanics</u>	
Grade 1	\$478.95
Grade 2	\$491.00
Grade 3	\$503.55
Grade 4	\$515.75
Grade 5	\$528.60
Grade 6	\$542.55


**SIGNED FOR AND ON BEHALF
OF MONARO ELECTRICITY**

General Manager

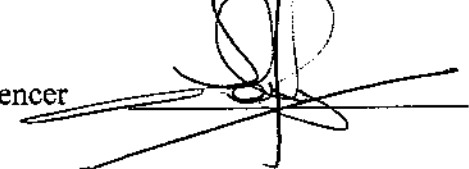
C K Hackney 
Date 5th Oct 1994

**SIGNED BY THE MONARO
ELECTRICITY WORKS COMMITTEE**

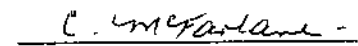
Engineering Officer

W Power 


Electrical Technician

T Spencer 

Clerical Officer

C McFarlane 


Foreman

J O'Neill 

Line Worker

J Bedingfield 

Line Worker

P Dawes 

Date 5-10-94