

ENTERPRISE AGREEMENT

NO: E.A. 108 /1996

DATE REGISTERED: 16-4-96

PRICE: \$ 66-00



**WESTERN POWER EMPLOYEES  
(STATE)  
ENTERPRISE AGREEMENT**

**1995**

**PART A - AGREEMENT FORMALITIES**

**1     TITLE**

This Agreement hereinafter referred to as this Agreement shall be known as the Western Power Employees (State) Enterprise Agreement, 1995.

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**3 PARTIES BOUND**

This Agreement is made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Section 115-142 of the said Act, between MidState Energy and;

- (a) The Electrical Trades Union of Australia (New South Wales Branch), (the "ETU"), and
- (b) The Federated Municipal and Shire Council Employees' Union of Australia (NSW Division), (the "MEU").

This Agreement shall apply to employees engaged in the geographical area serviced by Western Power prior to 1 October 1995. In this Agreement, this area shall be referred to as "Western Power". The Agreement does not apply to any other parts of MidState Energy.

This Agreement shall apply to all employees in the Western Power area covered by the classifications of the County Councils (Electricity Undertakings) Conditions of Employment (State) Award, being persons engaged in technical, trade, non-trade, professional, administrative and clerical occupations other than office cleaner and employees solely employed as switchboard operators, cashiers and cashier support.

**4 DATE AND PERIOD OF OPERATION AND RENEWAL**

- (a) This Agreement shall take effect on registration and shall operate from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991, and shall remain in force for a period of twelve months from date of registration.
- (b) No less than three (3) months prior to the date of expiry of the Agreement, the parties will meet and discuss a renewal and review of the Agreement.

**5 RELATIONSHIP TO PARENT AWARDS AND OTHER AGREEMENTS**

- (a) This Agreement shall be read and interpreted wholly in conjunction with the following Awards (hereinafter called the Award):
- (i) County Councils (Electricity Undertakings New South Wales) Conditions of Employment (State) Award 1992; and
  - (ii) County Councils (Electricity Undertakings New South Wales) Classifications and Rates of Pay (State) Award 1992;

provided that where there is any inconsistency between this Agreement and the Award this Agreement shall take precedence to the extent of the inconsistency and in all other cases the Award shall apply.

- (b) The parties acknowledge that the enterprise agreements EA 222/94 Western Power Field Based Employees (State) Enterprise Agreement and EA 223/94 Western Power Head Office Employees (State) Enterprise Agreement which are applicable to this enterprise will be terminated in accordance with the Industrial Relation Act 1991 upon the registration of this agreement.

**6 ANNUAL EMPLOYEES REVIEW**

Employees classifications and gradings shall be reviewed annually. Promotions, accelerated incremental progression, higher gradings and reclassification shall be in accordance with the Award. Employees who, at the commencement of this Agreement, have a written undertaking from Western Power concerning future gradings, shall be graded, at the relevant time, in accordance with the terms of the Undertaking.

In addition and annually in the months of October/November in accordance with mutually agreed procedures individual performance will be assessed either by an interview appraisal process or by an employee submitting a resumé. This process will not in any way relate to justification for a review of classification. This process will identify training and development needs and will also be utilised to identify individual goals and targets.

**7 AIM OF AGREEMENT**

It is the aim of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which will improve efficiency and productivity, enhance skills and job satisfaction and assist positively in ensuring that MidState Energy's Western Power service area becomes a more efficient and productive enterprise.

The parties agree that the aim of this Agreement is to facilitate:

- (a) flexible working hours;

- (b) flexible working arrangements;
- (c) workplace productivity;
- (d) the development and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the aim of this Agreement will not be limited to the measures set out at subclause 7(a), (b), (c) and (d). The parties further agree that to facilitate the aim of the Agreement, all parties to this Agreement shall be involved in the decision making process concerning matters relative to the aim of this Agreement. The parties further agree that the aim of this Agreement will be pursued by all parties by ensuring that improved flexible work and management practices are developed and implemented. This process will involve all parties throughout the term of this Agreement.

8 **NEW EMPLOYEES**

The parties agree that each person from time to time who is employed during the term of this Agreement in a trade or occupation to which the Agreement relates will be covered by the Agreement.

9 **AGREEMENT TO BE DISPLAYED**

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement.

10 **CONSULTATIVE COMMITTEE**

- (a) A consultative committee consisting of two management representatives, and two employee representatives from the ETU and one from the MEU shall be established. This committee shall be a forum for open discussion and shall meet at set quarterly intervals with additional meetings on an as required basis for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise.
- (b) It is agreed that it is desirable that a Joint Consultative Committee be established at MidState Energy's Western Power service area to enable parties to each Western Power Enterprise Agreement State or Federal to meet and discuss issues of common interest.

11 **BUDGET REVIEW COMMITTEE**

The parties to this Agreement agree to co-operate in the election of one employee representative from all Enterprise Agreements at MidState Energy's Western Power service area to represent the employees of the Western Power service area on the Western Power Budget Review Committee. The election to take place prior to September of each year.

12 **HOURS OF WORK**

(A) **Award Hours per week**

- (i) All employees will be designated as either 35 or 38 hours per week employees as provided in the Award, except as provided in Clause 13(A)(ii) and (iii).
- (ii) All employees who under Clause 6(iii)c of the Award (Conditions of Employment) are provided for as 38 ordinary hours per week, but at the date of registration of this Agreement are designated as 35 hours per week employees, will continue under this Agreement to be designated 35 ordinary hour per week employees.
- (iii) All employees other than those in 13(A)(ii) who are employed in classifications under Clause 6(iii)(c) of the Award (Conditions of Employment) which can be designated as up to 38 ordinary hours per week will be designated as Award 35 or 38 hours per week employees according to whether their major duties and functions are associated with Award 35 or 38 hour per week employees.

(B) **Award 38 hour per week Employees**

- (i) The provisions of the Award will apply in respect to ordinary hours of work. The ordinary hours of work shall be worked, as mutually agreed, and in accordance with Schedule A of this Agreement.
- (ii) Schedule A of this Agreement details the operation of a nine day fortnight and hours of work that shall operate for the term of the Agreement.

(C) **Award 35 hour per week Employees**

- (i) The provisions of the Award will apply except that the ordinary hours of work will be thirty eight (38) hours per week.
- (ii) The additional three hours to be worked in excess of the thirty five (35) hours per week prescribed in the Award shall be worked, as mutually agreed, within the Award prescribed spread of hours and in accordance with Schedule A of this Agreement.
- (iii) Schedule A of this Agreement details the operation of a nine day fortnight and hours of work that shall operate for the term of the Agreement.

(D) **Flexible Working Hours**

Schedule A, Appendix A1 of this Agreement details flexible working arrangements which may be used by mutual agreement.

13 **ROSTERED DAYS OFF**

It is agreed that there will be flexibility in the taking of Rostered Days Off subject to no more than three consecutive RDO's being required to be worked. The accrued days to be taken subject to mutual Agreement at a later date. An employee can only be required to defer their rostered day on no more than six occasions per financial year.

- (i) Schedule A of this Agreement details the operation of a nine day fortnight and hours of work that shall operate for the term of the Agreement.
- (ii) Employees not working a nine day fortnight at the date of this Agreement's registration may continue to work a five day week in accordance with the Award and the ordinary hours of work as set out in Clause 12.
- (iii) An employee will be expected to, when required, alter such Rostered Days Off by agreement with their immediate supervisor.
- (iv) Provided that minimum customer service levels are maintained as agreed with the Chief Executive Officer, employees working under this Agreement will be permitted, once per annum, to take a scheduled Rostered Day Off on a mutually agreed common date. The employees proposing a common date for the taking of a scheduled Rostered Day Off will give the Chief Executive Officer at least six weeks notice of the proposed date.

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**PART B - REMUNERATION**

**14 INITIAL WEEKLY BASE RATES OF PAY**

- (a) The parties agree that the Award rates of pay have been amended as a result of increases in rates of pay from productivity improvements in earlier Agreements between the parties. The current rates of pay as at 30 June 1995 are shown in Schedule C.

An employee may request that the amount equivalent to 1.35% of the employee's weekly base rate of pay be paid directly to a nominated electricity account.

- (b) (i) All full time employees covered by this Agreement employed as at 1 July 1995 will be paid as soon as is practical following registration of this Agreement, a lump sum payment equal to 2.9% of the employee's base weekly rate of pay effective as at 30 June 1995 and multiplied by 52.2 in recognition of entering into this Agreement.
- (ii) All part time and casual employees covered by this Enterprise Agreement and employed as at 1 July 1995 will be paid as soon as is practical following registration of this Agreement, a lump sum payment equal to 2.9% of the employees hourly base rate of pay applying as at 30 June 1995 and multiplied by the number of hours worked in the 1994/95 financial year in recognition of entering into this Agreement.

**15 PAY ADJUSTMENTS - OPERATIVE DATES**

- (a) Base Rates of Pay as set out in Schedule C will be increased by 3% effective from the date of registration of this Agreement. Employees covered by this agreement at the date of registration will be paid the increase from 1 July 1995.
- (b) Base Rates of Pay as set out in Schedule C will be increased by a further 3% effective from the date of registration of this Agreement. Employees covered by this Agreement at the date of registration will be paid the increase from 1 January 1996.
- (c) Base Rates of Pay will be increased by a further 3.4% effective 1 July 1996.
- (d) The percentage base rate adjustments in (a), (b) and (c) above will be used to create new weekly base rates of pay to apply from the first pay period commencing on or after the nominated dates.
- (e) The Base Rate adjustments detailed in subclauses (a), (b) and (c) above are to be compounding.

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- (f) Following each pay adjustment an updated list of weekly base rates of pay for all classifications or positions covered by this Agreement will be provided to the Consultative Committee members.
- (g) In the event of an employee ceasing employment prior to 1 July 1996, the employee's entitlements, including year-to-date salary, redundancy or termination payments and superannuation, will be paid as if the employee had received a salary increase of 9.69% as from 1 July 1995.

16 **WAGE CASES AND ESCALATION**

- (a) If, during the term of this Agreement, the Industrial Relations Commission hands down a National Wage Case or productivity based decisions increase rates of pay, the rates of pay calculated under this Agreement shall not be adjusted other than as provided in subclause (b) of this Clause.
- (b) In the event that an Award equivalent hourly base rate of pay exceeds the corresponding equivalent hourly base rate of pay under this Agreement, the Award equivalent hourly base rate will apply and continue until such time as the Agreement is terminated or is exceeded by any future performance measure based adjustment.

17 **CLASSIFICATIONS**

In addition to the Award provision for Electrical Technicians relating to increments and progressions the following provision will apply to Electrical Technicians who hold both a current NSW Building Services Corporation "Qualified Supervisors Certificate" and an Energy Corporation of NSW Certificate of Qualification for Overhead Linework and required to carry out linework as directed, will progress annually to Grade 9 subject to Part A-4 of the Award classification and Rates of Pay referred to in Clause 5a[i].

18 **REMUNERATION PACKAGING**

As part of the terms of this Agreement, employees are entitled to participate in remuneration packaging in accordance with Schedule D - Remuneration Packaging.

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**PART C - LEAVE**

19 **PRESERVATION OF EXISTING LEAVE ENTITLEMENTS**

Entitlements to Sick Leave, Annual Leave and Long Service Leave will be preserved in hours on the commencement of this Agreement and shall where taken during the term of this Agreement, be taken in hours.

20 **RATES OF PAY FOR LEAVE ENTITLEMENTS**

Rates of Pay for Leave Entitlements will be the equivalent hourly rate of pay as calculated from the weekly base rate of pay in accordance with this Agreement.

21 **ANNUAL LEAVE**

The provisions of the Award as at the date of registration of this Agreement will continue to apply except that Annual Leave Loading will not be paid, Leave Loading having been incorporated into the weekly base rates of pay.

22 **SICK LEAVE**

Subject to Section 99A of the Industrial Relations Act 1991, the provisions of the Award as at the date of registration of this Agreement will continue to apply.

23 **LONG SERVICE LEAVE**

The provisions of the Award as at the date of registration of this Agreement will continue to apply except that where an entitlement of Long Service Leave becomes due during the term of the Agreement, half the difference between the entitlement then due and the pro-rata balance at the commencement of the Agreement will be taken before the next entitlement becomes due provided that an employee will not be required to reduce their entitlement to less than 13 weeks.

Employees will be notified no less than six months in advance of the date at which an amount of Long Service Leave must be taken to comply with this clause.

24 **SPECIAL LEAVE**

Employees will be entitled to Special Leave in the following circumstances:

- (a) Jury Service: An employee shall be entitled to special leave without pay to attend for Jury Service provided that the employer shall pay the employee the difference between the Jury Service attendance fee and the employee's usual rate of pay for each day.
- (b) Funeral Service: Employees shall, subject to the Chief Executive Officer's approval, be entitled to Special Leave

without loss of pay to attend the funeral of a fellow employee.

(c) Other Leave:

Subject to no other leave entitlements being available and subject to the Chief Executive Officer's approval, an employee may be granted Special Leave without loss of pay to attend to urgent family matters.

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**PART D - GENERAL**

**25 UNIFORMS - HEAD OFFICE EMPLOYEES**

- (a) MidState Energy's Western Power service area employees will be supplied each (including new employees) with compulsory uniforms to the value of \$530 in the first year of employment and \$265 for each employee in each subsequent year of employment. Uniform requirements by an employee in excess of the employee's current uniform account balance will be at the employee's expense. The value of any balance not taken by the employee in any year will be credited to the employee's uniform account for use in subsequent years.
- (b) All matters concerning uniforms including design, issue and wearing will be the subject of a Uniform Policy mutually agreed to by the parties.
- (c) The value of the uniforms referred to in sub-clause (a) of this clause will be adjusted annually to reflect movement in the Consumer Price Index Weighted Average Sydney.
- (d) The value of uniforms referred to in subclause (a) will not apply for job share or permanent part time employees. The value to apply for these employees will be \$318 for the first year of employment and \$132.50 in each subsequent year of employment. All other conditions outlined in subclauses (a), (b) and (c) apply.

**26 PUBLIC HOLIDAYS**

The holiday provisions of the Award will continue to apply. However, the Award holiday provisions concerning the employees' picnic day shall not apply except for ETU field staff.

**27 STANDBY ARRANGEMENTS**

The On Call - Availability Allowance referred to at Clause 11 (iii) of the Conditions of Employment Award (Clause 5a[i]) will be subject to the pay adjustments in accordance with Clause 15(a), (b) and (c).

**28 DUTY OFFICERS**

The provisions of the Award will continue to apply except as detailed below:

- (a) The On Call Duty Officer Allowance referred to at Clause 11(viii) of the Conditions of Employment Award (Clause 5a[i]) will not apply.
- (b) In lieu of the On Call Duty Officer Allowance referred to in (a) above a Duty Officer shall be paid a Duty Officer Availability Allowance of (\$166.10) for each week that an employee performs the duties and functions of Duty Officer.

- (c) Clause 11(ix) of the Conditions of Employment Award (Clause 5a[i]) will continue to apply excepting that the ordinary rate of pay referred to in the Award clause will be that of Technical Officer Grade 2/Year 2 for an employee with less than two years experience as a Duty Officer and Technical officer Grade 3/Year 2 for an employee with two or more years experience.
- (d) The ordinary rates of pay referred to in (c) above will be those calculated as required by this Agreement.
- (e) The Duty Officer Availability Allowance referred to in (b) above will be subject to the pay adjustments in accordance with Clause 15(a), (b) and (c).

**29 BUSINESS DEVELOPMENT AND CONTESTABLE WORKS**

It is agreed that during the term of the Agreement the parties will in good faith investigate the undertaking of additional business development activities. In lieu of overtime payments development of a mechanism for payment of a commission or profit sharing may be considered as part of this Clause.

**30 USE OF CONTRACTORS**

It is agreed that the Unions will be consulted not less than four weeks prior to calling of tenders and the Awarding of contracts for work normally undertaken by MidState Energy's Western Power service area day labour. Such consultation shall be supported with information on the benefits and savings (subject to any commercial in confidence restrictions) to the organisation which would result from the proposed appointment of contractors. It should be noted however that this clause does not indicate the Unions endorsement of the use of contractors at the expense of day labour. This clause does not preclude MidState Energy's Western Power service area from engaging contractors.

**31 TRAINING**

It is agreed that the provisions of the Award will continue to apply except that relocated employees will be retrained for their duties to a standard acceptable to the Consultative Committee and will be given the highest priority in allocation of the budgeted provision for training.

**32 SECURITY OF EMPLOYMENT**

No forced redundancies will occur for any reason prior to the termination of this Agreement. If voluntary redundancies are offered the package outlined in Schedule B of this Agreement will apply.

In the event that an industry based redundancy package is negotiated with the Government in association with the current structural reforms, employees offered voluntary redundancy will be given a choice between the package outlined in this Agreement or the industry package.

**33 RELOCATED EMPLOYEES**

- (A) Any employee relocated to alternative work or principal work site will be designated as a Relocated Employee at not less than their existing classification and rate of pay if relocated to a position with a lower rate of pay. For the purposes of this Clause a Relocated Employee will retain not less than their existing classification and rate of pay and receive adjustments in rates of pay pursuant to this Agreement.

No Relocated Employee will be transferred to another location such that it unreasonably impacts on their place of residence or travel time unless conditions for the proposed transfer have been mutually agreed to.

- (B) An employee requested to relocate to another site as a result of industry restructuring will be, unless otherwise mutually agreed, relocated and engaged on the terms and conditions of this Enterprise Agreement and at not less than the employees current classification.

**34 SETTLEMENT OF GRIEVANCES AND DISPUTES**

A grievance is defined as a dispute, difference, disagreement, problem or complaint between the parties on matters related to wages, hours, discrimination, safety and defined conditions of employment, or any local understanding, Agreement, work practice or matters relating to this Agreement.

A grievance, as defined, shall be dealt with as follows:

- (a) The employee shall take the matter to their immediate supervisor who shall investigate the problem and after consultation with the Branch Manager, make a decision and convey it to the employee concerned within five (5) working days.
- (b) If, as a result of (a), the matter is still unresolved, the employee shall notify the employee's immediate supervisor to that effect. At this stage, the grievance must be committed to writing within five (5) working days. This requirement may be dispensed with where a joint statement is made and signed by both the grievant and the employee's immediate supervisor.
- (c) On receipt of the written grievance, a conference with the Chief Executive Officer or if absent his/her nominee to discuss the matter shall be arranged within ten (10) working days. At such conference, a written report must be furnished to all parties by the immediate supervisor in (a) together with the written grievance. The employee may be self represented and/or represented by shop steward(s) and/or Union official(s).

- (d) If the matter is still unresolved the Employer must notify a mutually agreed arbitrator within ten (10) working days and furnish a written report on proceedings to that stage together with copies of the written grievance and supervisor's report for determination.
- (e) A party to this Agreement, may after the conclusion of part (c) of this clause, refer any grievance as defined in this clause, to the New South Wales Industrial Relations Commission for conciliation and failing resolution by conciliation, for arbitration.
- (f) The status quo that existed prior to the circumstances that brought about the dispute, shall be maintained by all concerned and without prejudice to any party until such time as the grievance is resolved or determined by arbitration.
- (g) The parties to this Agreement agree to abide by any arbitrated decision.

35 **NO EXTRA CLAIMS**

No extra claims for wage, salary or allowance increases will be made during the term of this Agreement nor will any variations be sought by MidState Energy's Western Power service area except where a significant change to work value occurs or new technology is introduced at which time all parties reserve the right to negotiate in good faith an amendment to this Agreement.

36 **TERMINATION**

On termination of this Agreement, employees covered by this Agreement will retain the entitlements provided by this Agreement unless varied by mutual agreement.

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**PART E - DECLARATION AND SIGNATORIES**

**37 DECLARATION**

This Enterprise Agreement has been negotiated through extensive consultation between management and employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- (a) Reflects the interests and desires of the parties; and
- (b) Was at no stage entered into under duress.

**38 SIGNATORIES**

This Agreement is made at Dubbo on this the Seventeenth day of November 1995

Signed for and on Behalf of  
MidState Energy

P. Nallyente

In the presence of:

L. Wells

Signed for and on behalf of Members  
of the Electrical Trades Union of  
Australia (NSW) Branch

[Signature]

In the presence of:

B. Rorden

Signed for and on behalf of Members  
of the Federated Municipal and  
Shire Council Employees' Union  
of Australia (NSW) Division

[Signature] Act Asst Sec

In the presence of:

[Signature]

**SCHEDULE A**

**NINE DAY FORTNIGHT AND WORKING HOURS**

**1 DAYS OF WORK**

In accordance with Clause 13 of the Agreement the ordinary hours of work will be equivalent to thirty eight (38) hours per week to be worked on nine week days (Monday to Friday) per fortnight. The seventy six (76) hours of ordinary hours of work credited for the nine day fortnight will be spread to enable thirty eight (38) hours of ordinary hours of work to be credited each week for pay calculation.

**2 ROSTERED DAY**

- a) An employee will be entitled to one rostered day per fortnight to be taken on a normal working week day to be mutually agreed to by the employee and their supervisor. Once established the rostered day can only be varied in accordance with Clause 14 of this Agreement or with the supervisor's concurrence.
- b) An employee's rostered day will be treated as if it were a Saturday for the purpose of overtime payments.

**3 STARTING AND FINISHING TIMES**

Starting and finishing time will be adjusted by mutual agreement to embrace flexible working hours in a manner which will not cause inconvenience to the public.

The official period for provision of customer field service is between the core hours of 7:30 am to 4:30 pm, Monday to Thursday, and 4:15 pm on Fridays.

The official opening time for Hawthorn Street Head Office is 8:00 am to 5:00 pm (core hours), Monday to Friday.

**4 LUNCH BREAK**

For Award 35 hour week employees the minimum duration of the lunch break shall be thirty (30) minutes.

Award 38 hour week employees shall have a lunch break of thirty (30) minutes duration.

The lunch break will be taken in a manner which will not cause inconvenience to the public.

**5 PROVISION OF LEAVE**

- a) All Annual, Sick, Long Service and Accrued Leave will be credited to the employees account on the basis of hours. Any leave taken by an employee will be debited from the employees account on the basis of hours that would have normally been worked on that day had the employee not been on leave.
- b) If a Public Holiday occurs on a normal rostered day, the employee who would normally be rostered will be re-rostered for an alternative day off in lieu. Where an alternative day cannot be rostered the employee will be credited with one day's Accrued Leave in accordance with (a) above.
- c) Rostered days credited to accrued leave in accordance with (a) above will normally be taken at a mutually agreed time as a days leave with pay. In the event that the employer requests that the accrued rostered days be paid, such pay out will be at overtime rates in accordance with the Award and (a) above.

**6 HIGHER DUTIES CLAIMS**

- a) An employee who is required to carry out higher grade relief of another employee due to the employees absence on a "rostered day" shall not be entitled to payment at such higher grade.

Where an employee is directed to carry out higher grade relief duties the hours worked shall be paid in accordance with current agreement adjusted rates as shown in Clause 15.

If a rostered day off occurs within a period of absence for Annual Leave or Sick Leave, an employee, acting as relief employee, shall not receive higher grade pay for the rostered day even though the employee is receiving payment for the other days of absence, except where the period of higher grade duty exceeds three days.

- b) An employee who is carrying out higher grade relief may (at the discretion of their immediate supervisor) take their "rostered day off" as originally rostered or may be required by their immediate supervisor to assume the working roster of the employee being relieved.

**7 WORKING HOURS**

The standard hours of work for Award 35 hour week employees shall be eight hours thirty minutes on Mondays, Tuesdays, Thursdays and Fridays and eight hours fifteen minutes on Wednesdays.

The standard hours of work for Award 38 hour week employees shall be eight hours thirty minutes on Monday to Thursday and eight hours fifteen minutes on Fridays.

Flexible working hours may be worked by mutual agreement as set out in Appendix A1 of this Schedule.

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**SCHEDULE B**

**VOLUNTARY REDUNDANCY**

1 The Chief Executive Officer is authorised to offer the package detailed in this schedule to employees considered redundant through either technological innovation, reduction in workload or ongoing workplace dysfunction and where disciplinary action is not required. The same package is available for employees considered redundant through re-organisation such being subject to Board approval.

2 **Voluntary Redundancy**

A Payment of lump sums on termination of service for voluntary redundancy shall consist of:

- (i) Two weeks pay for each whole year of service with the Board up to a maximum of thirteen years;
- (ii) Four weeks pay in lieu of notice;
- (iii) Payment of accrued annual, long service leave and sick leave.

B Voluntary redundancy shall only apply to employees nominated via Board resolution or by the Chief Executive Officer in accordance with the guidelines noted in (1) above.

C An employee's written acceptance is required to any voluntary redundancy offer prior to any payment in accordance with Clause 2(A).

3 **Prompt Acceptance and Termination Benefit**

Those employees who accept an offer of voluntary redundancy within two weeks of the offer being made and terminate employment within the time nominated by the employer will be entitled to the following additional payments:

Less than 1 year's service	2 weeks pay
1 year and less than 2 year's service	4 weeks pay
2 years and less than 3 year's service	6 weeks pay
3 year's service and over	8 weeks pay

Employees who accept voluntary redundancy are also entitled to the same payments that apply as set out in (2) above.

Eligibility for Voluntary Redundancy

All employees other than:

- \* Employees engaged on a short term and/or casual basis or for a specific period.
- \* Temporary employees with less than 12 months service.
- \* Apprentices whose services would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter.
- \* Employees on workers' compensation whose claim is based on compensation for termination or others awaiting determination of claims against the employer for termination of services.
- \* Employees subject to termination on the grounds of misconduct or unsatisfactory service.

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*Western Power Employees (State) Enterprise Agreement*  
**SCHEDULE C**

**SCHEDULE C**

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments as at 30.6.1995
Administrative Officer	1	1	571.80	708.57
		2	587.30	727.77
	2	1	604.90	749.58
		2	623.20	772.26
	3	1	638.70	791.48
		2	651.60	807.47
	4	1	667.60	827.29
		2	687.10	851.44
	5	1	706.10	874.99
		2	724.20	897.41
	6	1	738.70	915.39
		2	754.40	934.84
	7	1	768.40	952.19
		2	781.80	968.80
	8	1	793.80	983.67
		2	807.20	1000.27
	9	1	820.80	1017.12
		2	832.50	1031.63
	10	1	848.40	1051.34
		2	864.00	1070.67
	11	1	879.70	1090.12
		2	894.60	1108.59
	12	1	910.00	1127.67
		2	925.40	1146.74
Clerical Officer	1	1	216.00	267.67
		2	246.60	305.59
		3	276.60	342.76
		4	342.10	423.93

*Western Power Employees (State) Enterprise Agreement*  
**SCHEDULE C**

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments as at 30.6.1995
	2	1	386.50	478.94
		2	401.90	498.03
		3	415.00	514.25
		4	429.60	532.35
		5	445.10	551.56
		6	458.50	568.16
	3	1	479.10	593.69
		2	497.00	615.88
	4	1	509.70	631.61
		2	523.00	648.09
	5	1	539.20	668.17
		2	554.30	686.88
Purchasing Officer (35 hour week)	1	1	539.20	668.17
		2	554.30	686.88
	2	1	571.80	708.57
		2	587.30	727.77
	3	1	604.90	749.58
		2	623.20	772.26
	4	1	638.70	791.48
		2	651.60	807.46
	5	1	667.60	827.29
		2	687.10	851.44
Store Supervisor	1	1	445.10	506.02
		2	458.50	521.25
		3	479.10	544.67
		4	497.00	565.02
		5	509.70	579.46
		6	523.00	594.58
	2	1	539.20	613.00



**Western Power Employees (State) Enterprise Agreement  
SCHEDULE C**

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments as at 30.6.1995
	7	1	744.60	922.70
		2	761.20	943.27
	8	1	778.20	964.34
		2	793.50	983.30
	9	1	809.30	1002.88
		2	824.80	1022.09
Engineering Officer (38 hour week)	1	1	565.70	643.13
		2	580.00	659.38
	2	1	592.30	673.37
		2	608.10	691.33
	3	1	622.50	707.70
		2	636.80	723.96
	4	1	653.40	742.83
		2	664.20	755.11
	5	1	680.30	773.41
		2	693.70	788.65
	6	1	709.20	806.27
		2	730.10	830.03
	7	1	744.60	846.51
		2	761.20	865.38
	8	1	778.20	884.71
		2	793.50	902.11
	9	1	809.30	920.07
		2	824.80	937.69
Superintendent (35 hour week)	1	1	622.50	771.39
		2	636.80	789.11
	2	1	653.40	809.68
		2	664.20	823.07
	3	1	680.30	843.02

*Western Power Employees (State) Enterprise Agreement*  
**SCHEDULE C**

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments as at 30.6.1995
		2	693.70	859.62
	4	1	709.20	878.83
		2	730.10	904.73
Superintendent (38 hour week)	1	1	622.50	707.70
		2	636.80	723.96
	2	1	653.40	742.83
		2	664.20	755.11
	3	1	680.30	773.41
		2	693.70	788.65
	4	1	709.20	806.27
		2	730.10	830.03
Technical Officer (35 hour week)	1	1	565.70	701.01
		2	580.00	718.73
		3	592.30	733.97
		4	608.10	753.55
	2	1	622.50	771.39
		2	636.80	789.11
	3	1	653.40	809.68
		2	664.20	823.07
	4	1	680.30	843.02
		2	693.70	859.62
Technical Officer (38 hour week)	1	1	565.70	643.13
		2	580.00	659.38
		3	592.30	673.37
		4	608.10	691.33
	2	1	622.50	707.70
		2	636.80	723.96
	3	1	653.40	742.83
		2	664.20	755.11

*Western Power Employees (State) Enterprise Agreement*  
**SCHEDULE C**

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments as at 30.6.1995
	4	1	680.30	773.41
		2	693.70	788.65
Foreman	1	1	546.00	620.73
		2	557.70	634.03
	2	1	565.70	643.13
		2	580.00	659.38
	3	1	592.30	673.37
		2	608.10	691.33
Electrical Technician	1		458.50	521.25
	2		472.10	536.71
	3		483.50	549.67
	4		494.70	562.41
	5		507.00	576.39
	6		520.30	591.51
	7		532.60	605.50
	8		545.90	620.62
	9		557.70	634.03
Painter	1		455.40	517.73
	2		466.90	530.81
	3		478.90	544.45
Lineworker/Cable Joints	1		428.80	487.49
	2		450.70	512.39
	3		470.00	534.33
	4		482.40	548.42
	5		500.80	569.34
	6		511.10	581.05
Electrical Worker	1		395.40	449.52
	2		404.10	459.41
	3		412.90	469.41

*Western Power Employees (State) Enterprise Agreement*  
**SCHEDULE C**

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments as at 30.6.1995
	4		428.80	487.49
	5		441.50	501.93
	6		450.70	512.39
LH Electrical Worker	1		424.80	482.94
	2		433.50	492.83
	3		442.50	503.06
	4		458.20	520.91
	5		470.90	535.35
	6		480.10	545.81
Apprentice (Indentured)		1	223.20	253.75
		2	266.70	303.20
		3	308.70	350.95
		4	349.90	397.79
Probationary Lineworker	1		408.10	463.95

## SCHEDULE D

### REMUNERATION PACKAGING

#### 1 LIMITATION OF FRINGE BENEFITS

New legislation regarding FBT became effective in April 1994. This legislation will eliminate most tax benefits which arise from taking fringe benefits in lieu of salary. Hence there may no longer be any tax advantage from salary sacrificing for the majority of employees, particularly those whose annual salary is less than \$50,000.

#### 2 BENEFITS

Employees have access to a package consisting of Core and Optional Benefits.

The Core Benefit is:

Salary

Optional Benefits include:

Electricity Account Payments  
Expense Account Payments  
In-house Benefits Payments  
Motor Vehicle Costs  
Superannuation  
Other Benefits

Appendix C1 includes a Remuneration Package Form. This form must be signed by the employee and the Chief Executive Officer or his representative prior to any benefit payments being made available.

#### 3 BENEFIT COSTS

The cost of the benefit is the actual cost plus the Fringe Benefits Tax (FBT) applicable to that benefit. FBT is paid by the employee in full in respect of the benefits available and must be included in the remuneration cost of benefits provided as part of the Remuneration Package.

#### 4 PAYING FOR THE BENEFIT

Employees must determine the level of salary they wish to nominate for weekly net pay. The remainder of their salary package can then be allocated to their choice of benefits. The maximum amount of salary that can be sacrificed by an employee is 50% of his/her Salary excluding any Motor Vehicle Allowance, the remainder can be offset against selected benefits.

An employee, when selecting benefit arrangements, should ensure that the selection provides sufficient coverage of that benefit. An employee may renominate a benefit arrangement by forwarding one month's written notification to the Finance Manager. However, a motor vehicle option once selected cannot be revoked prior to the next changeover of vehicle.

If an employee's benefits are elected and not spent or reimbursed during each twelve month period commencing from certification of this Agreement (Agreement Year), then that part of the remuneration package will be paid to the employee as salary, to ensure that he/she receives the full value of the remuneration package.

An employee will not be able to carry forward any benefits that have not been used in the previous Agreement Year.

A personal benefit account, managed by MidState Energy's Western Power service area, will be allocated to payment of employment benefits in accordance with the nominated benefits on the employee's current Remuneration Package Form. As payments are made from these accounts, the FBT amount is deducted concurrently.

Employees will be provided with a statement of their accounts on an annual basis.

**5 SALARY PACKAGE**

**(a) Salary Package Components**

The total salary package on commencement of this Agreement shall be derived from the weekly base rates of pay adjusted in accordance with Clause 15, 16 and 17 of this Agreement plus an amount equivalent to any Motor Vehicle Allowance determined in accordance with Clause 8 of this Schedule, corresponding to the vehicle provided to the employee and the gross value to the employee of any other FBT salary benefits at the time of commencement of this Agreement. These will include the telephone rental and call allowances and exclude Driver's Licence fees which will continue to be an Award provision.

**(b) Minimum Salary**

A minimum salary level of 50% of the total salary package calculated in accordance with subclause (a) excluding the Motor Vehicle Allowance must be maintained for each year and will be paid in equal amounts on a weekly basis.

**(c) Salary Adjustments**

The quantum of the total salary package will be subject to adjustment in accordance with Clauses 15, 16 and 17 of this Agreement.

**(d) Direct Payments**

The nominated salary component of the employee's salary package shall be paid directly into one financial institution as nominated by the employee.

(e) **Overpayments**

MidState Energy's Western Power service area reserves the right to deduct from any employee's salary component monies in respect of any periods not worked by the employee, or any clerical error resulting in an overpayment.

5 **SUPERANNUATION**

This Agreement provides for superannuation to be packaged as provided for by current superannuation legislation. This may require employees to operate two superannuation accounts, (eg SASS plus First State) in order to receive any tax advantage.

6 **ELECTRICITY ACCOUNT AND IN-HOUSE BENEFIT PAYMENTS**

In accordance with the Fringe Benefits Tax Assessment Act, Section 42, electricity is classified as an "in-house" benefit. "In house" benefits also include goods and services normally traded or supplied by MidState Energy's Western Power service area.

7 **EXPENSE ACCOUNT**

MidState Energy's Western Power service area will establish a cheque account for the exclusive use of an employee utilising this option into which fixed monthly payments from their salary package will be deposited. The employee will be responsible to provide any substantiation necessary for Fringe Benefits Taxation (FBT).

The cost of the benefit is the actual cost incurred plus FBT.

The cheque account charges will be met by MidState Energy's Western Power service area who will also be the beneficiary of interest earned on the account.

8 **MOTOR VEHICLES**

In accordance with existing policy (Plant and Equipment - Establishment - Use) some employees are eligible for private use or lease back of vehicles which is preserved by this Agreement.

The Motor Vehicle Allowance will be determined in accordance with the State Senior Executive Service (SES) formula and the Statutory Formula method for determining FBT.

9 **OTHER SALARY PACKAGING OPTIONS**

Employees covered by this Agreement will have access to other salary packaging/FBT options as approved by the Board of MidState Energy's Western Power service area.

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**APPENDIX C1**

**REMUNERATION PACKAGE FORM**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_

SALARY SACRIFICE		AMOUNT NOMINATED	FRINGE BENEFIT
1	MOTOR VEHICLE  Type of Vehicle:  Vehicle Option:  Vehicle Accessories:		
2	EXPENSE ACCOUNT		
3	ELECTRICITY ACCOUNT  Electricity Account No.		
4	OTHER PAYMENTS		
TOTALS			

I Agree to be bound by the Terms and Conditions of the Enterprise Agreement, 1995

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Chief Executive Officer