

ENTERPRISE AGREEMENT

NO: E.A. 130 /1996

DATE REGISTERED: 15-5-96

PRICE: \$ 26 - 00



HEAD OFFICE MISCELLANEOUS 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 Head Office Miscellaneous Employees (State) Enterprise Agreement, 1995.

2 **TABLE OF CONTENTS**

PART A - AGREEMENT FORMALITIES	2
1 TITLE	2
2 TABLE OF CONTENTS	2
3 PARTIES BOUND	3
4 DATE AND PERIOD OF OPERATION AND RENEWAL	3
5 RELATIONSHIP TO PARENT AWARDS	3
6 ANNUAL STAFF REVIEW	4
7 AIM OF AGREEMENT	4
8 NEW EMPLOYEES	5
9 DEFINITION OF JOB SHARE	5
10 AGREEMENT TO BE DISPLAYED	5
11 CONSULTATIVE COMMITTEE	5
12 BUDGET REVIEW COMMITTEE	5
13 CONDITIONS OF JOB SHARE EMPLOYMENT	6
14 HOURS OF WORK	6
PART B - REMUNERATION	8
15 INITIAL HOURLY BASE RATES OF PAY	8
16 PAY ADJUSTMENTS - OPERATIVE DATES	8
17 WAGE CASES & ESCALATION	9
PART C - LEAVE	10
18 ANNUAL LEAVE	10
19 SICK LEAVE	10
20 LONG SERVICE LEAVE	10
21 SPECIAL LEAVE	10
PART D - GENERAL	11
22 PUBLIC HOLIDAYS	11
23 BUSINESS DEVELOPMENT	11
24 UNIFORMS - JOB SHARE POSITIONS	11
25 TRAINING	11
26 SECURITY OF EMPLOYMENT	11
27 RELOCATED EMPLOYEES	12
28 SETTLEMENT OF GRIEVANCES AND DISPUTES	12
29 NO EXTRA CLAIMS	13
30 TERMINATION OF AGREEMENT	13

PART E - DECLARATION AND SIGNATORIES	14
31 DECLARATION	14
32 SIGNATORIES	14

PART F - SCHEDULES

- A PAY SCHEDULE
- B VOLUNTARY REDUNDANCY

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) Employees of MidState Energy's Western Power service area Head Office located at Hawthorn Street, Dubbo occupying Job Share positions that carry out solely switchboard, cashier and cashier support. Clauses 15(b) of this Agreement shall not apply to these employees;
- (b) Employees of MidState Energy's Western Power service area Head Office occupying Office Cleaner position. Clauses 9, 13, 15(a) and 24 of this Agreement shall not apply to these employees.

This Agreement only has application to staff in the above classifications employed in the Head Office of what was formerly known as "Western Power", at Hawthorn Street, Dubbo.

This Agreement does not apply to general Administrative and Clerical Officers covered by the Western Power Employees (State) Enterprise Agreement.

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

- (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

B. J. Meek

John W. Bradley *Michael Anderson* *Bridge Clifton* 3

- (ii) County Councils Electricity Undertakings New South Wales) Classifications and Rates of Pay (State) Award 1992; and

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 Agreement EA240/94MN Western Power - Head Office Miscellaneous Employees (State) Enterprise Agreement which is applicable to this Enterprise will be terminated in accordance with the Industrial Relations Act 1991 upon the registration of this Agreement.

6 **ANNUAL STAFF REVIEW**

Staff classifications and gradings will 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.

Incremental scales and progression will apply to the job share and office cleaner positions in accordance with the Award.

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 any employee who is engaged by the employer during the term of this Agreement in the positions specified in clause 3(a) and Office Cleaner positions will be covered by the Agreement. The new employee shall be entitled to all benefits and be bound by all obligations, under this Agreement.

9 **DEFINITION OF JOB SHARE**

"Job Share" means the performance of the duties and functions normally attached to a nominated full time position by two 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.

10 **AGREEMENT TO BE DISPLAYED**

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

11 **CONSULTATIVE COMMITTEE**

(a) A consultative committee consisting of two management representatives, and two employee representatives 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 all Western Power Enterprise Agreements to meet and discuss issues of common interests.

12 **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 first election to take place prior to September of each year.

13 **CONDITIONS OF JOB SHARE EMPLOYMENT**

- (a) Job Share employees may alternate their attendance at work, provided that one of the job share employees is on duty in the nominated position on each normal working day and for the hours of each normal working day.

The days worked by a job share employee may vary from week to week, for example one employee may work three days one week and the alternate week two days. Where the employees cannot agree on a suitable roster to be worked, management will determine an appropriate arrangement.

- (b) The attendance arrangement must be flexible and capable of alteration at short notice to provide for special circumstances.
- (c) In the event of one employee being ill or otherwise not able to attend for duty, the other will be required to attend where ever possible in the endeavour to ensure there is always an employee on duty.
- (d) Job share employees will be employed as part-time employees and will be subject to Clause 7 of the Award (Conditions of Employment) covering part-time employees.
- (e) 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.
- (f) 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.
- (g) The number of "Job Share" positions and the number of employees participating in the scheme shall be determined by Management.

14 **HOURS OF WORK**

(a) **Office Cleaner**

The ordinary thirty eight (38) hours of work as provided for under the Award shall be worked as mutually agreed in two periods each work day within the spread of hours from 5.00 am to 6.30 pm Monday to Friday. The periods by agreement will be 5.00 am to 9.00 am and 1.54 pm to 6.30 pm each work day. All time worked in excess of the 7.6 hours per day will be at the Award overtime rate of pay.

(b) **Job Share**

The maximum ordinary hours of work per week is up to thirty eight (38). All time worked in excess of 8.5 hours per day Monday, Tuesday, Thursday or Friday or 8.25 hours per day on Wednesdays will be at the Award overtime rate of pay.

oooOooo

PART B - REMUNERATION

15 INITIAL HOURLY BASE RATES OF PAY

(a) Job Share Positions

- (i) 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 existing rates of pay as at 30 June 1995 are as shown in Schedule A.
- (ii) All employees as specified in Clause 3(a) of 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 employees hourly base rate of pay applying as at 30 June 1995 and multiplied by the hours worked in the 1994/95 financial year in recognition of entering into this Agreement.
- (iii) All job share employees 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 as adjusted at 30 June 1995 and multiplied by the hours worked in the 1994/95 financial year in recognition of entering into this Agreement.

(b) Office Cleaner Position

- (i) 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 commencing rates of pay as at 30 June 1995 are as shown in Schedule A.
- (ii) All full time employees 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 rate of pay applying as at 30 June 1995 and multiplied by 52.2 in recognition of entering into this Agreement.

16 PAY ADJUSTMENTS - OPERATIVE DATES

- (a) Base Rates of Pay as set out in Schedule A 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 A will be increased by a further 3% effective from the date of resignation 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 hourly or weekly base rates of pay to apply from the first pay period commencing on or after the nominated dates.
- (e) The Base Rates adjustments detailed in subclauses (a), (b) and (c) above are to be compounding.
- (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.

17 WAGE CASES & ESCALATION

- (a) If, during the term of this Agreement, the Industrial Relations Commission hands down a National Wage Case Decision which increases 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 adjusted equivalent hourly base rate of pay under this Agreement, the Award equivalent hourly base rate will apply from and continue until such time as the Agreement is terminated or is exceeded by any future performance measure based adjustment.

oooOooo

GM Bradley *McCallen* *MSheridan* *BJ Meek* *Allen*

PART C - LEAVE

18 **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.

19 **SICK LEAVE**

The provisions of the Award as at the date of registration of this Agreement will continue to apply

20 **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.

21 **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 that Jury Service exceeds two days per annum.
- (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.

oooOooo

PART D - GENERAL

22 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.

23 BUSINESS DEVELOPMENT

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.

24 UNIFORMS - JOB SHARE POSITIONS

- (a) MidState Energy's Western Power service area employees will be supplied each (including new employees) with compulsory uniforms to the value of \$318 in the first year of the Agreement and/or the first year of employment and \$132.50 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.

25 TRAINING

It is agreed that the provisions of the Award will continue to apply except that relocated staff 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.

26 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.

27 RELOCATED EMPLOYEES

- (a) Any employee relocated to alternative work will be designated as a Relocated Employee at 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 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 unless conditions for the proposed transfer have been mutually agreed to.

- (b) An employee requested to relocate as a result of structural change, other than as a result of successful application for an advertised position, may be entitled to a relocation package, negotiation of which will at least take into account removal expenses, legal expenses and interim accommodation where applicable.

28 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 his/her 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.

29 **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.

30 **TERMINATION OF AGREEMENT**

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

oooOooo

PART E - DECLARATION AND SIGNATORIES

31 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.

32 SIGNATORIES

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

Signed for and on Behalf of
MidState Energy

P. Halperin

In the presence of:

Lulu

Signed by:

Margaret Sheridan

In the presence of:

M. Bradley

Signed by:

Christman

In the presence of:

M. Bradley

Signed by:

M. Bradley

In the presence of:

M. Bradley

Signed by:

Abidge

In the presence of:

M. Bradley

Signed by:

B.G. Meek

In the presence of:

M. Bradley

Western Power Head Office Miscellaneous Employees (State) Enterprise Agreement
SCHEDULE A

SCHEDULE A

Classification	Grade	Year	Current Weekly Award Rate 31.10.1993	Rates of Pay After Previous Agreement Adjustments- as at 30.6.1995		
Clerical Officer	1	1	216.00	267.67		
		2	246.60	305.59		
		3	276.60	342.76		
		4	342.10	423.93		
	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		
Electrical Worker	1		395.40	449.52		
	2		404.10	459.41		
	3		412.90	469.41		
	4		428.80	487.49		
	5		441.50	501.93		
	6		450.70	512.39		
LH Electrical Worker	1		424.80	482.94		
			433.50	492.83		
	3		442.50	503.06		
	4		458.20	520.91		
	5		470.90	535.35		
	6		480.10	545.81		

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**

(A) 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.

- (B) In the application of the voluntary redundancy package for employees as specified in Clause 3(a) of this Agreement, a weeks pay shall be calculated based on the nominal hours worked per week at the time of the offer.

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.

oooOooo