

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/163

TITLE: NorthPower Asset Inspectors Enterprise Agreement 1999

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 13 May 1999

TERM: 12 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

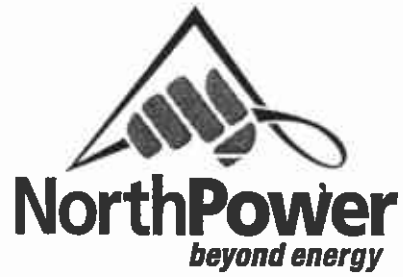
NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees appointed as Asset Inspectors engaged in the inspection of NorthPower's Assets

PARTIES: Northpower -&- Electrical Trades Union of Australia, New South Wales Branch





NORTHPOWER

**ASSET INSPECTORS
ENTERPRISE AGREEMENT**

1999

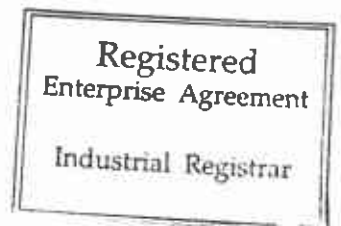
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1 Title

This Agreement shall be known as the NorthPower Asset Inspectors Enterprise Agreement, 1999.

2 Arrangement

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3 Object and Principles

This Agreement shall apply to employees appointed as Asset Inspectors engaged in the inspection of NorthPower's Assets.

The Agreement is aimed at promoting the opportunity for additional income achieved through a greater productivity.

This provides for the active participation of employees in the ongoing improvement of work processes and allows both employees and NorthPower to directly gain from improvements in productivity and efficiency.

The parties aim to establish a common goal and a partnership that will quickly establish best practice and ongoing improvements.

The parties agree the following points need to be addressed from time to time.

1. Determination of the base productivity level after which the Productivity Bonus begins to apply.
2. The amount of the bonus to be paid per pole inspected in excess of the base level with an appropriate weighting applied.
3. Limits to insure that reasonable and appropriate working times are maintained consistent with a healthy and safe environment.
4. An auditing system that will maintain desired quality standards.
5. Flexible working arrangements that will allow accumulated credit to be taken as time off as agreed.

4. Parties Bound

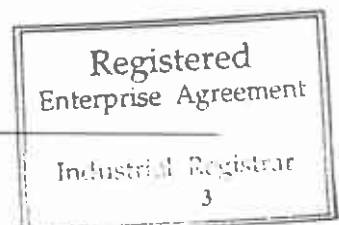
This Agreement made pursuant to the Industrial Relations Act, 1996 shall be binding NorthPower, the Electrical Trades Union of Australia NSW Branch and Employees in the classification of Asset Inspector appointed from time to time.

5. Date and Period of Operation

This agreement shall take effect from the date of registration and shall remain in force for a period of 12 months.

6. Future Negotiations

The parties agree to commence negotiations on a new agreement no later than 10 months after the date of approval of this Agreement.



7 Duress

This Agreement was not entered into under duress by any party to it.

8 Relationship to Award

This Agreement shall be read and interpreted in conjunction with the NorthPower Rates of Pay and Conditions Award provided that where there is any inconsistency between that Award and this Agreement, the latter will prevail.

9 Rate of Pay

The rate of pay for Asset Inspectors shall be \$659.30 per week.

The rate pay will be adjusted from time to time in line with State Wage decisions or productivity or other economic adjustments which are applicable to staff covered by the NorthPower Rates of Pay and Conditions Award.

10 Hours

1. The ordinary working hours shall be 36 hours per week, Monday to Friday and may be spread between 6.00 am to 6.00 pm Monday to Friday inclusive spread over 9 day fortnight. It is acknowledged that any day of the week, Monday to Friday may be nominated as the Rostered Day off.
2. Notwithstanding the provisions of paragraph (1) alternate working hours may be entered into between an individual Asset Inspector or a group of Asset Inspectors by mutual agreement.

It is agreed that the maximum hours worked per day shall not exceed 10 hours except in unusual circumstances.

11 Starting and Ceasing Arrangements

Employees shall start and finish each day at their home.

Starting and ceasing times may be variable from day to day to meet statutory and Risk Management requirements.

Employees shall be provided with a motor vehicle for work purposes.

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12 Private Use of Motor Vehicle

Employees may elect to enter into an arrangement with NorthPower for full private use of their allocated work vehicle subject to the payment of a fee and other conditions covered by a vehicle agreement.

13 Productivity Bonus

It is agreed between the parties that an agreed productivity bonus shall be determined in line with the objectives and principles of this Agreement.

The Productivity Bonus shall be additional to the ordinary weekly rate of pay for Asset Inspectors.

Calculation of bonus

The Productivity Bonus shall be derived on an individual basis for each Asset Inspector. The bonus system shall be structured to take into account the following parameters

- * Average daily inspections achievable under variable conditions ie:
 - difficult
 - average
 - easy
- * The bonus shall be paid for each pole inspected above the average achievable.
- * Soil types.
- * Accessibility.
- * Other factors as agreed as a consequence of the review process.

Special circumstances

The following special circumstances shall be taken into account in determining the bonus payment.



Other duties:

In the event that an Inspector is directed to undertake work which differ from the normal routine duties an equivalent time shall be removed from the equation when determining the monthly balance.

Leave:

Periods of annual leave, long service leave, sick leave and public holidays shall be removed from the calculation in determining the monthly bonus.

Unproductive Time:

a) *Inclement Weather*

Where loss of productive time occurs through inclement weather the Asset Inspector may notify the Supervisor to declare the day an inclement day. Any poles inspected on this day will be discounted and the day removed from the calculation when determining the monthly bonus. Notification of a inclement day must be made on the day concerned or at the latest on the next working day.

b) *Breakdown of equipment (etc)*

Where a loss of productive time occurs through equipment failure, bogged vehicle or circumstances outside the control of the Asset Inspector, the Asset Inspector may notify the supervisor in which case the conditions of paragraph (a) herein shall apply.

Overtime:

Poles inspected during any approved overtime do not form part of the calculation in determining the monthly bonus. All overtime must be approved prior to the commencement of overtime work.

Payment:

The Productivity Bonus shall be payable at 4 weekly intervals through the normal pay system, or , the employee may elect to take time off in lieu of payment calculated at the ordinary time rate of pay at times mutually agreed.

Auditing:

Auditing will be conducted by the supervisor. Where the supervisor determines the quality work to be unsatisfactory the employee may be required to re-inspect and re-treat any poles as necessary to ensure the required quality.

While performing such remedial work the employee will not be eligible to gain benefits through the Productivity Bonus system.

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14 Adjustment of Productivity Bonus


The amount of the productive bonus shall be adjusted on a percentage basis in line with movements which occur in the rate of pay as provided for under clause 9 Rates of Pay of this agreement.

15 Disputes Settlement

The parties agree that in the event of any dispute arising out of the operation of this Agreement the parties agree to adopt the Grievances and Disputes Settlement procedures in the NorthPower Award.

16 Declaration of Agreement

Signed for and on behalf of **NorthPower**.


Signature 

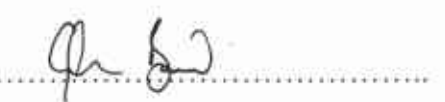
Chief Executive - NorthPower

Witness 

Date 31/3/99

Signed for and on behalf of the **Electrical Trades Union of Australia, New South Wales Branch**

Signature 

Witness 

Date 13 April 1999

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