

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/162

TITLE: TransGrid Employees Retirement Ill-Health Enterprise Agreement 2005

I.R.C. NO: IRC5/2727

DATE APPROVED/COMMENCEMENT: 7 June 2005 / 7 June 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 15 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by TransGrid (except Senior Executives), who fall within the coverage of the TransGrid Employees Award 2004.

PARTIES: TransGrid -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Labor Council of New South Wales, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales

TRANSGRID EMPLOYEES RETIREMENT ILL-HEALTH ENTERPRISE AGREEMENT 2005

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1. Title

This Agreement shall be known as the TransGrid Employees Retirement Ill-Health Enterprise Agreement 2005.

2. Parties

This Enterprise Agreement has been made between TransGrid and the Unions listed below, on behalf of the employees of TransGrid.

Association of Professional Engineers, Scientists and Managers, Australia (New South Wales Branch).

Australian Workers Union, (New South Wales Branch).

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

Electrical Trades Union of Australia, (New South Wales Branch).

Labor Council of New South Wales.

NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU).

Public Service Association of New South Wales.

3. Declaration

The parties declare that this Enterprise Agreement:

- (i) Is not contrary to the public interest;
- (ii) Is not unfair, harsh or unconscionable;
- (iii) Was not entered into under duress;
- (iv) Is in the interest of the parties and that the parties understand the effect of this agreement;
- (v) Does not provide a net detriment to TransGrid employees when compared to the aggregate package of conditions of employment provided under the relevant State Award.

4. Intent, Scope and Duration

- 4.1 This Enterprise Agreement applies to all employees employed under the relevant TransGrid Employees Award.

4.2 This Enterprise Agreement will be effective for a period of three (3) years, from the date of approval by the Industrial Relations Commission of New South Wales.

5. Relationship to Other Awards and Agreements

5.1 This Enterprise Agreement shall be read and interpreted in conjunction with the relevant TransGrid Employees Award.

5.2 Where a provision of the relevant TransGrid Employee's Award dealing with the same matters as this Enterprise Agreement, is inconsistent with a provision of this Enterprise Agreement, the latter shall prevail to the extent of any inconsistency.

6. Retirement and Sick Leave

6.1 If TransGrid decides to retire an employee because of ill-health, then they must do so under the terms of the relevant TransGrid Employees Award and either:

- (a) the retirement must begin only after the employee has exhausted all sick leave credits; or
- (b) the employee must be paid any accrued sick leave outstanding.

Employees will not be granted any additional sick leave after TransGrid decides that they are to be retired ill-health. When practicable, 14 days' notice of the intention to retire will be given to the employees concerned.

6.2 Only employees who are retired because of ill-health are entitled to be paid for accrued sick leave.

7. Grievance and Dispute Procedure

This Enterprise Agreement recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. Grievances and disputes raised in relation to this Enterprise Agreement will be addressed via the grievance and dispute procedure contained in the relevant TransGrid Employees Award.

8. Signatures

8.1 Signed for and on behalf of TransGrid

Chief Executive
TransGrid

Date

8.2 Signed on behalf of employees

Signed for and on behalf of the Labor Council of NSW

Deputy assistant Secretary

Date:

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia (New South Wales Branch) (APESMA)

Date:

Signed for and on behalf of the Australian Worker's Union (AWU)

Date:

Signed for and on behalf of the Construction, Forestry, Mining and Energy Union registered as the Federated Engine Drivers and Fireman's Association of New South Wales (CFMEU)

Date:

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

Date:

Signed for and on behalf of the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (U.S.U.)

Date:

Signed for and on behalf of the Public Service Association of New South Wales (PSA)

Date: