



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Sunset Power International Pty Ltd T/A Delta Electricity
(AG2021/8279)

DELTA ELECTRICITY EMPLOYEES' AGREEMENT 2019

Electrical power industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 1 DECEMBER 2021

Application for variation of the Delta Electricity Employees' Agreement 2019

[1] An application has been made for approval of a variation to the *Delta Electricity Employees' Agreement 2019* (the Agreement). The application was made by Sunset Power International Pty Ltd T/A Delta Electricity pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure B. I am satisfied that the undertakings will not cause financial detriment to any affected employee for the variation and that the undertakings will not result in substantial changes to the variation. The undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[5] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 25 February 2019. As part of the variation, those undertakings no longer form part of the agreement.

[6] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[7] In accordance with s.216 of the Act, the variation operates from 1 December 2021.



DEPUTY PRESIDENT

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**Variation of an enterprise agreement may be made by employers and employees
Section 207 of the Fair Work Act 2009 (Cth)**

Application to vary the Delta Electricity Employees' Enterprise Agreement 2019

Summary of Variation

Sunset Power International Pty Ltd t/as Delta Electricity ('**Delta Electricity**') is proposing that the current enterprise agreement be extended by 12 months and wage rates and allowances increased by 3% from 1 January 2022 by way of a variation under section 207 of the *Fair Work Act 2009* (Cth).

Varied Clauses

The variation seeks to vary the following clauses of the current Delta Electricity Employees' Enterprise Agreement 2019 (Document Reference AE501990; Matter No: AG2018/6348):

Clause 2.4	Duration	Delete '2021' and replace with '2022'
Clause 4.2	Wages Rates	Insert additional column for 'First Pay Period on or after 1 January 2022' and increase rates by 3%
Appendix 1	Allowances	Insert additional column for 'First Pay Period on or after 1 January 2022' and increase rates by 3%

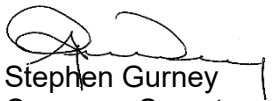
Additionally, when the current EBA was drafted and approved in 2018 the rates in Items 15 – 32 of Schedule 1 (Allowances) were not updated (due to a cut and paste error). This was identified after the EBA was voted on and approved by the Fair Work Commission (Matter No: AG2018/6348). Delta has paid the agree/correct (and higher) rates since the current EBA was approved by the Deputy President Saunders on 25 February 2019 but it is appropriate to correct this as part of the variation.


Undertaking

An undertaking under section 190 and dated 20 February 2019 was given by Delta Electricity on the basis of issues raised by the Fair Work Commission at that time.

The undertaking related to clause 7.5(d) of the Agreement and the application of the National Employment Standards consistent with the decision in *Workpac Pty Ltd v Skene* [2018] FCAFC 131.

Delta Electricity notes the decision of the High Court in *WorkPac v Rossato & Ors* [2021] HCA 23 and the *Fair Work Amendment (Supporting Australia's Jobs and Economic Recovery) Act 2021* (Cth). The undertaking as provided on 20 February 2019 is now inconsistent with the amending legislation and the High Court decision and has accordingly been removed.


Stephen Gurney
Company Secretary
c/- Vales Point Power Station
Vales Road
Manning Park NSW 2259


Peter Easey
CFMEU Delegate and
Chairperson - Combined Site Delegates
Signatory to the Delta Electricity
Employees' Enterprise Agreement 2019
c/- Vales Point Power Station
Vales Road
Manning Park NSW 2259

Dated: 9 November 2021

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/8279

Applicant:

Sunset Power International Pty Ltd t/as Delta Electricity

Section 210 – Application for approval of a variation of an enterprise agreement

Undertaking – Section 212

I, Stephen Gurney, Company Secretary have the authority given to me by Sunset Power International t/as Delta Electricity to give the following undertakings with respect to the Delta Electricity Employees' Enterprise Agreement 2019 ('the Agreement'):

1. A shiftworker under clause 17.2(b) of the Agreement shall be as defined by section 196 of the *Fair Work Act 2009* (Cth) for the purposes of the National Employment Standards (NES).
2. In the event of an inconsistency between the terms of this Agreement and the National Employment Standards ('NES'), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

25 November 2021

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



**DELTA ELECTRICITY EMPLOYEES'
ENTERPRISE AGREEMENT
2019**

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1. Parties to the Enterprise Agreement

Title	1.1	This Enterprise Agreement will be known as the Delta Electricity Employees Enterprise Agreement 2019.
Parties	1.2	<p>This Enterprise Agreement has been made between Delta Electricity, Bargaining Agents and the Unions listed below on behalf of the employees of Delta Electricity:</p> <ul style="list-style-type: none">• Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia• The Association of Professional Engineers, Scientists and Managers, Australia• Construction Forestry Mining and Energy Union Northern Mining and Energy Division• Community and Public Sector Union• Australian Institute of Marine and Power Engineers• The Australian Workers Union, New South Wales• Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union

2. Intent, Scope, Commitment, Definitions and Duration

Intent and Scope	2.1	This Enterprise Agreement is based on the understanding that Delta Electricity and its employees have an obligation to serve the people of New South Wales by providing a high standard of service at the lowest possible cost. As part of its obligations, Delta Electricity is committed to the continued development of its skilled workforce to provide an effective service.
	2.2	This Enterprise Agreement rescinds and replaces the provisions of the Delta Electricity Employees Enterprise Agreement 2015.
Whom does it apply to?	2.3	It applies to all employees except Senior Executives of Delta Electricity.
Duration	2.4	This Enterprise Agreement will be effective from 1 January 2019. It will remain in force until 31 December 2022.
Commitment	2.5	The people of Delta Electricity are committed to:
		<ul style="list-style-type: none"> (a) Working together towards achieving Delta Electricity's Vision of generating performance through innovation. (b) Achieving success through Delta Electricity's Values of: <ul style="list-style-type: none"> - We provide excellent customer service; - We live and work safely; - We deliver outstanding business success; - We promote high achievement; - We behave with respect and integrity. (c) Ensuring that we act with honesty, fairness and dignity in all that we do. (d) Only using information of a commercial or confidential nature in an authorised manner.
No Extra Claims	2.6	The Parties undertake that for the period of this Enterprise Agreement they will not pursue any extra claims for any matters that are contained in this Enterprise Agreement.
<i>Definitions:</i>		
National Employment Standards	2.7	Any reference to NES in this Agreement shall be taken to refer to the National Employment Standards under the <i>Fair Work Act 2009 (Cth)</i> as amended.

Immediate Family

2.8 Any reference to 'immediate family' in this Agreement means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

3. Consultation

Consultation

- 3.1 The parties to the Enterprise Agreement have initiated and will continue to convene a number of consultative meetings on a regular basis to discuss matters which impact the electricity industry, Delta Electricity, employee related matters and significant initiatives being considered and proposed by Delta Electricity.

This includes the meetings held between Delta Electricity Executive Managers, UnionsNSW and Electricity Industry Union Officials (Tier 1 Meetings), Business Unit meetings between Management Representatives, Delegates and Employee Representatives (Tier 2 Meetings) and other site based consultative arrangements.

- 3.2 The parties to the Enterprise Agreement remain committed to a three (3) part process of consultation in relation to the use of contractors through a Contractor Entry Procedure.

- 3.3 (1) This clause applies if:
- (a) Delta Electricity is giving serious consideration to the introduction of a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) prior to a definite decision to implement; and
 - (c) the change is likely to have a significant effect on employees of the enterprise.
- (2) Delta Electricity must notify the relevant employees and their Union/s of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

Delta Electricity must recognise the representative.

- (5) As soon as practicable after making its decision, Delta Electricity must:
 - (a) discuss with the relevant employees and their Union/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion -- provide, in writing, to the relevant employees and their Union/s:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) Where, as part of providing relevant information, Delta Electricity discloses confidential or commercially sensitive information to the relevant employees and/or their Union/s, such information shall be dealt with in accordance with Delta Electricity's Code of Conduct, and in particular provisions relating to "Confidentiality and Information Security". However, Delta Electricity is not required to disclose confidential or commercially sensitive information to the relevant employees and/or their Union/s, where it is precluded from doing so by contractual arrangements or legal requirements.
- (7) Delta Electricity must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their Union/s.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Delta Electricity, the requirements set out in

subclauses (2), (3), (4) and (5) of this clause are taken not to apply.

- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of Delta Electricity's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term, *relevant employees* means the employees or groups of employees who may be affected by the major change.

4. Wages and Allowances

- Wage Increases 4.1 The parties agree that the increases in wages under subclause 4.2 of this clause recognise and compensate employees for the following:
- (a) Their commitment to implementing work practices that:
 - (i) provide for more co-operative work arrangements;
 - (ii) improve competitiveness, efficiency, flexibility and productivity; and
 - (iii) assist positively to enable Delta Electricity to be a low cost, reliable supplier of electricity; and
 - (b) Productivity improvements introduced up to the time of making of this Enterprise Agreement.

- Wage Rates 4.2 The ordinary weekly wages and the operative date for the classifications covered by this Enterprise Agreement based on a 35-hour week are:

Salary Point	Current	First period on or after 1-Jan 2019	First Pay period on or after 1-Jan 2020	First Pay period on or after 1-Jan 2021	First Pay period on or after 1-Jan 2022
	Rate	2019	2020	2021	2022
1	\$569.59	\$589.53	\$610.16	\$631.51	\$650.46
2	\$660.07	\$683.17	\$707.08	\$731.83	\$753.78
3	\$750.15	\$776.41	\$803.58	\$831.70	\$856.65
4	\$841.15	\$870.59	\$901.06	\$932.60	\$960.58
5	\$886.00	\$917.01	\$949.11	\$982.32	\$1,011.79
6	\$930.72	\$963.30	\$997.01	\$1,031.91	\$1,062.87
7	\$973.64	\$1,007.72	\$1,042.99	\$1,079.49	\$1,111.87
8	\$1,018.49	\$1,054.14	\$1,091.03	\$1,129.22	\$1,163.10
9	\$1,065.02	\$1,102.30	\$1,140.88	\$1,180.81	\$1,216.23
10	\$1,113.24	\$1,152.20	\$1,192.53	\$1,234.27	\$1,271.30
11	\$1,165.60	\$1,206.40	\$1,248.62	\$1,292.32	\$1,331.09
12	\$1,221.61	\$1,264.37	\$1,308.62	\$1,354.42	\$1,395.05
13	\$1,278.78	\$1,323.54	\$1,369.86	\$1,417.81	\$1,460.34
14	\$1,338.54	\$1,385.39	\$1,433.88	\$1,484.06	\$1,528.58
15	\$1,401.54	\$1,450.59	\$1,501.36	\$1,553.91	\$1,600.53
16	\$1,468.03	\$1,519.41	\$1,572.59	\$1,627.63	\$1,676.46
17	\$1,518.58	\$1,571.73	\$1,626.74	\$1,683.68	\$1,734.19
18	\$1,571.61	\$1,626.62	\$1,683.55	\$1,742.47	\$1,794.74
19	\$1,625.92	\$1,682.83	\$1,741.73	\$1,802.69	\$1,856.77
20	\$1,682.05	\$1,740.92	\$1,801.85	\$1,864.92	\$1,920.87
21	\$1,740.78	\$1,801.71	\$1,864.77	\$1,930.03	\$1,987.93

22	\$1,801.05	\$1,864.09	\$1,929.33	\$1,996.86	\$2,056.77
23	\$1,863.52	\$1,928.74	\$1,996.25	\$2,066.12	\$2,128.10
24	\$1,928.07	\$1,995.55	\$2,065.40	\$2,137.69	\$2,201.82
25	\$1,994.58	\$2,064.39	\$2,136.64	\$2,211.43	\$2,277.77
26	\$2,063.80	\$2,136.03	\$2,210.79	\$2,288.17	\$2,356.82
27	\$2,135.49	\$2,210.23	\$2,287.59	\$2,367.66	\$2,438.69
28	\$2,210.15	\$2,287.51	\$2,367.57	\$2,450.43	\$2,523.94
29	\$2,286.37	\$2,366.39	\$2,449.22	\$2,534.94	\$2,610.99
30	\$2,365.18	\$2,447.96	\$2,533.64	\$2,622.32	\$2,700.99
31	\$2,447.24	\$2,532.89	\$2,621.54	\$2,713.30	\$2,794.70
32	\$2,532.03	\$2,620.65	\$2,712.37	\$2,807.31	\$2,891.53
33	\$2,620.16	\$2,711.87	\$2,806.78	\$2,905.02	\$2,992.17
34	\$2,710.77	\$2,805.65	\$2,903.84	\$3,005.48	\$3,095.64
35	\$2,805.01	\$2,903.19	\$3,004.80	\$3,109.96	\$3,203.26
36	\$2,902.23	\$3,003.81	\$3,108.94	\$3,217.75	\$3,314.28
37	\$3,002.96	\$3,108.06	\$3,216.85	\$3,329.44	\$3,429.32
38	\$3,105.75	\$3,214.45	\$3,326.96	\$3,443.40	\$3,546.70
39	\$3,214.51	\$3,327.02	\$3,443.46	\$3,563.98	\$3,670.90
40	\$3,325.60	\$3,442.00	\$3,562.47	\$3,687.15	\$3,797.76

These rates include provision for incorporation of the annual leave special payment into base rates of pay.

Location and
Other Allowances

4.3 The following allowances are payable to employees:

(a) Location Allowances:

(i) Appointed to operating Power Stations:

Locations Allowance 1:

- Engineering Officers;
- Professional Officers (Except as below);
- Operators;
- Powerworkers;
- Tradespersons;
- Administrative Officers previously appointed as Stores employees; and
- Administrative Officers who are engaged in stocktaking duties; or spend greater than 50% of their time outside of the office);

The allowance shall be as set out in Item 1 of Appendix 1.

Locations Allowance 2:

Professional Officers who fall into the lower Locations Allowance category will continue at their current level until the lower level passes it.

The allowance shall be as set out in Item 2 of Appendix 1.

Team Based Locations Allowance:

- a) Entitlement to Locations Allowance 3, 4 or 5 is limited to those classifications or position to which, at the time of making this agreement, had an entitlement to a team allowance applying on a continuous basis under Clause 5.3 of the Delta Electricity Employees Enterprise Agreement 2009.
- b) The payment of Locations Allowance 3, 4 or 5 is in lieu of any payment or entitlement to individual or team allowances payable under Clause 4.4 of this Agreement.
- c) The payment of Locations Allowance also takes account of the elimination of the Outage Allowance payable under Clause 5.1 (b) of the Delta Electricity Employees Enterprise Agreement 2009

Locations Allowance 3:

Powerworkers and Tradespersons;

The allowance shall be as set out in Item 3 of Appendix 1.

Locations Allowance 4:

Engineering Officers assigned to Maintenance Teams (except Technicians).

The allowance shall be as set out in Item 4 of Appendix 1.

Locations Allowance 5:

Maintenance Team Leaders

The allowance shall be as set out in Item 5 of Appendix 1.

- (ii) Appointed to Head Office:

Locations Allowance 6

The allowance shall be as set out in Item 6 of Appendix

1.

- (iii) Employees must continue to be paid the allowance while on long service leave, annual leave, paid personal/carer's leave or accident leave.

The allowance must also be taken into account when calculating penalty rates for overtime except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day were not a public holiday. The allowance is not taken into account when calculating payments for travelling time or for the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.

- (iv) Payment of location allowance is made instead of all allowances or extra rates for or relating to height, dirty work, wet places, work in confined spaces or other conditions and circumstances, whether of a like nature or otherwise, under which the work now is performed or is likely to be performed in the future; and for allowances previously paid for motor vehicle damage and for reimbursement of motor drivers licence fee.

The location allowance also takes account of the elimination of various allowances from the Delta Electricity Employees Award 1996 published 16 January 1998 (303 I.G. 18), or not otherwise paid to teams or individuals under subclause 4.4 of this clause or under subclause 5.3 of the Delta Electricity Employees Enterprise Agreement 2009.

- (b) Who holds certification under Clause 1.6.1(a)(xiii) under Delta Electricity's Access to Apparatus Rules:

The allowance shall be as set out in Item 7 of Appendix 1.

- (c) Who holds certification under Clause 1.6.1(a)(v) and (ix) under Delta Electricity's Access to Apparatus Rules:

The allowance shall be as set out in Item 8 of Appendix 1.

(An employee who holds Category of Certification in accordance with paragraphs (b) and (c) of this subclause will be paid only one allowance. It is payable for all ordinary time worked and during periods of annual leave, long service leave, public holidays, paid personal leave and for periods of absence for which workers' compensation is paid, but excluding those periods which attract the workers' compensation statutory rate only).

- (d) Who hold the Occupational Health Nursing Certificate:

The allowance shall be as set out in Item 9 of Appendix 1.

- (e) Who hold the Diploma in Community Health Nursing:

The allowance shall be as set out in Item 10 of Appendix 1.

(An employee who holds the Certificate in paragraph (d) and the Diploma in paragraph (e) of this subclause is paid only one allowance).

- (f) When working inside septic tanks or sewerage drains:

Single time in addition to normal time.

Tool Allowance

- (h) Carpenters and Painters and leading hands in these trades must be paid the tool allowance prescribed from time to time by the Electrical Power Industry Award 2010, in addition to their ordinary rates of pay.

The tool allowances must be paid for All Purposes including:

- (1) overtime
- (2) long service leave
- (3) annual leave
- (4) personal leave
- (5) accident pay
- (6) public holidays
- (7) travelling time

Daily Allowance

- 4.4 Employees, whilst on duty, are entitled to be paid a daily allowance as provided for below. These payments will not be taken into account for the purpose of calculating penalty rates for overtime, long service leave, annual leave, personal leave, accident pay, public holidays, travelling time or any similar payments.

The special allowances taken into account in determining an employee's daily allowance are as follows, but they are not otherwise paid as separate allowances:

- (a) Engaged on work in conditions which are determined by the controlling officer to involve the existence of excessive amounts of airborne coal dust in the following areas:
- coal bunkers; or
 - coal lines; or
 - on the coal conveyers between the main receiving bin, coal reserve and bunkers:

The allowance shall be as set out in Item 11 of Appendix 1.

- (b) Engaged on maintenance work within boiler casings or gas pass ducts which have not been cleaned out.

The allowance shall be as set out in Item 12 of Appendix 1.

- (c) Engaged on work inside a condenser waterbox when the work is carried out while the unit is out of service.

The allowance shall be as set out in Item 13 of Appendix 1.

- (d) Working from a Cyclimber Stage inside a furnace. Such payment must be in addition to the allowance paid for working inside a boiler casing not cleaned out:

The allowance shall be as set out in Item 14 of Appendix 1.

- (e) Engaged on work in precipitator element compartments for a period in excess of two continuous working days in respect of the whole of such period of continuous work when working in compartments which have not been cleaned, other than those who are required to carry out boiler cleaning as part of their normal duties:

The allowance shall be as set out in Item 15 of Appendix 1.

- (f) Required to work within a roped-off asbestos contaminated area.

The allowance shall be as set out in Item 16 of Appendix 1.

- (g) When using oxyacetylene equipment and/or electric welding equipment, whether during ordinary working hours or otherwise.

The allowance shall be as set out in Item 17 of Appendix 1.

- (h) A sooting allowance as agreed as at the time of the making of the Electricity Commission (Wages Staff) Award published 19 February 1965.

The allowance shall be as set out in Item 18 of Appendix 1.

- (i) Engaged in the handling of polychlorinated biphenyls (Askarel):

(Where an employee is engaged in the handling of such material for part of two halves of a day or shift, the minimum payment shall be the equivalent of four hours in respect of each of the half days or half shifts as the case may be).

The allowance shall be as set out in Item 19 of Appendix 1.

Engaged on such work during periods of overtime:

(For the purpose of this payment, a day or shift shall be divided into halves by the employee's normal meal break whether taken at the normal time or otherwise).

The allowance shall be as set out in Item 20 of Appendix 1.

- (j) Engaged or working in close proximity to employees who are engaged in the preparation and/or the application of substantial quantities of epoxy-based materials either in confined spaces or continuously for a period of more than two hours on any occasion.

(The term "substantial quantities" shall mean a 454 gram pack or larger).

The allowance shall be as set out in Item 21 of Appendix 1.

- (k) Engaged on work within ash and dust pits.

The allowance shall be as set out in Item 22 of Appendix 1.

A number of allowances in the Delta Electricity Employees Award 1996 published 16 January 1998 (303 I.G. 18) were deleted from the Delta Electricity Employees Award 1997 published 14 August 1998 (306 I.G. 147). These allowances are listed in Appendix 2.

During the life of the Agreement, the parties agree to undertake a review of the allowances, including but not limited to a broadbanding of existing allowances and the Stand-by Allowance (CI 23).

Minimum Salary Levels	4.5	<p>The minimum salary levels for the generic classifications are:</p> <table><tr><td>Administrative Officer</td><td>SP4</td></tr><tr><td>Apprentices</td><td>SP2</td></tr><tr><td>Engineering Officer</td><td>SP16</td></tr><tr><td>Professional Officer</td><td>SP16</td></tr><tr><td>Operator</td><td>SP15</td></tr><tr><td>Tradesperson</td><td>SP13</td></tr><tr><td>Powerworker</td><td>SP9</td></tr></table>	Administrative Officer	SP4	Apprentices	SP2	Engineering Officer	SP16	Professional Officer	SP16	Operator	SP15	Tradesperson	SP13	Powerworker	SP9
Administrative Officer	SP4															
Apprentices	SP2															
Engineering Officer	SP16															
Professional Officer	SP16															
Operator	SP15															
Tradesperson	SP13															
Powerworker	SP9															
Deduction from Wages	4.6	<p>Salary sacrifice arrangements shall be in accordance with Australian Taxation Office and any other applicable determinations, guidelines, rules, laws and regulations.</p> <p>Where an external provider is co-ordinating the salary sacrifice arrangements, any direct cost associated with these arrangements shall be borne by the employee.</p>														
Payroll Deduction of Union Membership Fees	4.7	<p>Delta Electricity shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:</p> <ul style="list-style-type: none">(a) the employee has authorised Delta Electricity to make such deductions in accordance with subclause 4.8 herein;(b) the Union shall advise the employer of the amount to be deducted for each pay period applying at Delta Electricity's workplace and any changes to that amount.(c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and(d) there shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).														
	4.8	<p>The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including a variation in that fee effected in accordance with the Union's rules) that the Union advises Delta Electricity to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to Delta Electricity without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.</p>														

- 4.9 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at Delta Electricity's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that
- 4.10 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 4.11 The Union shall advise Delta Electricity of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give Delta Electricity a minimum of two month's notice of any such change.
- 4.12 An employee may at any time revoke in writing an authorisation to Delta Electricity to make payroll deductions of Union membership fees.
- 4.13 Where an employee who is a member of the Union and who has authorised Delta Electricity to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease

Payment of
Salaries

- 4.14 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.
- 4.15 The ordinary weekly pay of an employee at Head Office who works flexible working hours or staggered working hours must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.
- 4.16 Payments for salary, leave and retiring allowance must be made only to the employee entitled to them or to a person authorised by the employee to receive the payments.
- 4.17 Delta Electricity may deduct from an employee's pay contributions or payments for approved purposes or for the payment to Delta Electricity of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives Delta Electricity written authority.

Superannuation

- 4.18 Pursuant to the Delta Electricity Employees' Enterprise Agreement 2009 all employees covered by this Enterprise Agreement received a 2% increase in their employer superannuation contribution.

The increase to superannuation was and is in addition to the current superannuation guarantee charge established by the Australian government under the *Superannuation Guarantee (Administration) Act 1992*.

Should the Australian government under the *Superannuation Guarantee (Administration) Act 1992*, or any other legislation providing for the rate of employer superannuation contributions, increase the rate, Delta Electricity will maintain contributions at 2% above such new rate.

Prior to the 30 June each year, the employee may elect to have the additional 2% superannuation contribution paid as a cash allowance equal to 0.85% of the employees' base rate of pay (including locations allowance) provided in clause 4.2 and 4.3(a) above. There shall only be one election of the payment of the additional superannuation or cash allowance each financial year.

- 4.19 The additional superannuation contributions under subclause 4.18 of this clause will be paid by Delta Electricity to each employee's superannuation account as follows:
- a. For employees who are members of an accumulation fund, to that fund;
 - b. For employees in a defined benefit fund, to a complying accumulation fund.

Salary Sacrifice to
Superannuation

- 4.20 Notwithstanding the salaries prescribed by subclause 4.2 of clause 4, Wages and Allowances, an employee may elect, by agreement with Delta Electricity, to sacrifice a portion of the salary payable under the said subclause 4.2 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 4.21 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which the employee is entitled under this Enterprise Agreement, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said subclause 4.2 in the absence of any salary sacrifice to superannuation made under this Enterprise Agreement.
- 4.22 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions paid into the superannuation scheme as additional employer contributions.
- 4.23 Where the employee elects to salary sacrifice in terms of subclause 4.22 of this clause Delta Electricity will pay the sacrificed amount into the fund.
- 4.24 Where the employee is a member of a superannuation scheme established under:
- (a) the *Superannuation Act 1916*;
 - (b) the *State Authorities Superannuation Act 1987*;
 - (c) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (d) the *First State Superannuation Act 1992*

Delta Electricity must ensure that the amount of any additional employer superannuation contributions specified in subclause 4.20 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations

5. Terms of Employment

Working Up to
Skill Level

5.1 Employees must:

- (a) work up to their skill level, competence and training within the categories listed below; and
- (b) work in accordance with the classification descriptions, salary points and Skills Development Programs:
 - Administrative Officer
 - Engineering Officer
 - Professional Officer
 - Operator
 - Powerworker
 - Tradesperson

(c) Delta Electricity has adopted the skill development programs and position papers negotiated under Award Restructuring (1991) for the following classifications:

Powerworker	Maintenance Employee Competency Model (MECM)
Tradesperson	Maintenance Employee Competency Model (MECM)
Technicians	Technician Salary Progression Framework
Administrative Officer	Position Paper
Engineering and Professional Officer	Position Paper
Operator	Production Operator Skills Development Model (POSDM)

5.2 During the term of this agreement, the parties are committed to the Maintenance Employee Competency Model (MECM), the Technician Position Description and the Production Operator Skills Development Model (POSDM) which provide a framework for skills development and salary progression.

The following Delta Standard Procedures (excluding any attachments to the Procedures or references to other Delta Policies and/or Standard Procedures) shall form part of this agreement:

- Maintenance Employee Competency Model (MECM) DES PE 01-43;
- Technician Salary Progression Framework;

- Production Operator Skills Development Model (POSDM)

The parties recognise that these models are designed to be flexible and responsive to changing skills needs within the business. The parties are committed to ongoing consultation within the agreed models frameworks to ensure that the models remain contemporary and reflect the ongoing skills development needs of employees and the skills requirements of the business.

Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2019	5.3	The terms of the Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2019 shall form part of this agreement Enterprise Agreement.
	5.4	The provisions of the Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2019 shall apply in lieu of Clauses 11.6 to 11.22, 11.39(a) and Clause 18.4.
	5.5	Where the Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2019 is terminated in accordance with its terms, all provisions of the Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement will cease to be operative and the provisions of Clauses 5.3 and 5.4 herein will have no effect and Mobile Coal Plant shall be paid in accordance with this Agreement (or the relevant industrial instrument applicable at the time).
Vales Point Production Operator Total Salary Package (TSP) Agreement 2019	5.6	The terms of the Vales Point Production Operator Total Salary Package (TSP) Agreement 2019 shall form part of this agreement Enterprise Agreement.
	5.7	The provisions of the Vales Point Production Operator Total Salary Package (TSP) Agreement 2019 shall apply in lieu of Clauses 11.6 to 11.22, 11.39(a), 11.39(c) and Clause 18.4.
	5.8	Where the Vales Point Production Operator Total Salary Package (TSP) Agreement 2019 is terminated in accordance with its terms, all provisions of the TSP Agreement will cease to be operative and the provisions of Clauses 5.6 and 5.7 herein will have no effect and Production Operators shall be paid in accordance with this Agreement (or the relevant industrial instrument applicable at the time).
Overtime and Shift Work	5.9	<p>For the purpose of meeting the needs of the industry, Delta Electricity may require an employee to work:</p> <ul style="list-style-type: none"> (a) reasonable overtime, including Saturdays, Sundays and public holidays (b) day work or shift work, or to transfer from one system of working to another, including transfer from one

system of shift work to another.

Three months' notice will be given to employees required to change on a long-term basis from one system of working to another where this will cause a reduction in income, provided that the employees have been working in the first system for a minimum period of 12 months.

Arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business.

Termination of
Service

5.10 Employees' service may be terminated by:

- (a) resignation, i.e. voluntarily leaving the service of Delta Electricity
- (b) retirement on account of ill health, which makes employees unable now and in the future to perform the duties of their appointed grade.

(i) The process for retirement ill health is:

- (A) Either the employee or Delta Electricity can initiate an application for retirement ill health. In either case medical evidence will be presented to the other party which states that the employee is now and in the future unable to perform the duties of their appointed grade. Other medical evidence may be sought by the other party at their cost.

At this stage the parties may agree that retirement ill health is appropriate and proceed on this basis.

- (B) (1) If either party disputes the other's medical evidence, an assessment may be sought from a medical practitioner/s. Delta Electricity will pay the costs of such medical assessment/s including reasonable and agreed in advance medical assessments requested by the employee where the employee has disputed Delta Electricity's medical evidence and the further medical evidence finds that the employee should not be retired on account of ill health.
- (2) The selection of a medical practitioner/s will be from the Workers Compensation Commission approved list of medical practitioner/s. The selection is to be by agreement

where possible, but, should no agreement be reached within two weeks of notification of the intention to dispute the initial medical evidence, then the party initiating such dispute may select the practitioner from the Workers Compensation Commission approved list.

- (3) Delta Electricity will prepare an advice for the independent medical practitioner, together with either a copy of the position description for the employee, or a list of duties that reflect what the employee could reasonably be required to do consistent with their classification, skills and remuneration level. A draft of this advice will be provided to the employee and appropriate Union for comment. If the medical practitioner elects to inspect the work performed, the employee, Delta Electricity representative/s and appropriate Union official may also attend the inspection.
 - (4) If Delta Electricity initiates this stage of the process, the employee will be paid up to six weeks special leave with pay, from the date of notification by Delta Electricity of its intention to dispute the initial medical evidence. The parties to the employee's retirement ill health process will review the payment of special leave with pay at the end of this six week period.
 - (5) If retirement ill health is not approved at this stage and a workplace/functional assessment is required, the cost will be met by Delta Electricity.
- (ii) Any medical restrictions placed on the employee from a medical assessment must be reviewed in accordance with obligations associated with reasonable accommodation.
 - (iii) It is noted that workers compensation and potential workers compensation injuries impose statutory obligations on the parties.
 - (iv) At all stages of the process, steps will be taken to ensure the privacy of the employee's medical

details in accordance with the relevant legislation.

(c) dismissal by Delta Electricity

(d) mechanisation or technological changes in the industry.

If Delta Electricity terminates the employment of an employee who has been employed by it for the preceding 12 months, because of mechanisation or technological changes in the industry, it must give the employee:

(i) three months' notice; or

(ii) pay at the ordinary rate for the balance if it gives less than three months' notice. This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.

5.11 Employees who are absent without approval for a continuous period of five working days for reasons other than certified sickness, or extenuating circumstances acceptable to Delta Electricity as satisfactory, shall be deemed to have resigned.

Period of Notice

5.12 Employees must give Delta Electricity at least one month's notice of their intention to resign, unless their terms of employment provides for a different period. Delta Electricity may waive the requirement for employees to work this period of notice.

5.13 In all other cases of termination, except dismissal, Delta Electricity must give the employee at least one month's notice, or make payment of one month's salary in lieu of notice, unless their terms of employment provides for a different period.

This does not affect the right of Delta Electricity to dismiss employees without notice. The salaries of employees who are dismissed, together with their entitlements to payments for annual and long service leave, must be paid up to the time of dismissal.

Discipline

5.14 Where an employee is guilty of misconduct or of contravening any rule or direction of Delta Electricity, the employee may be:

(a) dismissed or suspended;

(b) reduced in rank, position or pay.

Every employee so dealt with must be notified in writing of the nature of the misconduct or of the breach of the rule or direction alleged to have been committed.

Work in Lower
Grade

5.15 Employees must:

- (a) carry out lower-graded work that is temporarily required as directed; and
- (b) be paid not less than their current salary point.

6. Part-time Employment

- 6.1 A part-time employee is a person (other than a casual) who works a constant number of hours, which are less ordinary hours than those worked by a full-time employee performing the duties of the same full-time classification and grade.
- 6.2 The minimum daily number of hours to be worked by a part-time employee shall not be less than four hours and the minimum weekly number of hours to be worked shall not be less than 14. However an employee returning from an approved period of parental leave may work less than 14 hours per week by agreement.
- 6.3 The daily and weekly hours of work for a part-time employee shall be agreed between Delta Electricity and the employee prior to the employee being engaged on a part-time basis. These agreed hours may only be varied by agreement between the employee and Delta Electricity.
- 6.4 A part-time employee shall be paid at the hourly rate for their classification.
- 6.5 A part-time employee who performs work in excess of the agreed hours or outside the span of ordinary hours shall be paid overtime in accordance with clause 12, Overtime.
- 6.6 Entitlements that are contained in the Enterprise Agreement for full-time employees are provided to part-time employees on a pro-rata basis, including for the purpose of calculation of service in case of termination, retrenchment or redundancy.

7. Casual Employment

- Casual Employment 7.1 Casual employment is not intended to replace the permanent workforce but may be used to supplement the permanent workforce to meet short term, intermittent or irregular work requirements or for periods of peak demand such as outages.

Consultation

- 7.2 Delta Electricity will consult with the relevant Union/s where it proposes to engage casuals in field locations.
- 7.3 The obligation to consult in 7.2 shall not apply in circumstances where there is a need to engage casuals in situations to meet an immediate and unforeseen need. In such cases, the relevant Union/s shall be advised at the earliest opportunity.
- 7.4 Delta Electricity will ensure that employees covered under the Production Operator Skills Development Model (POSDM) are given the opportunity to undertake operating duties prior to casuals being engaged in the Operator classification.

General Terms

- 7.5 a) A casual employee is an employee engaged and paid as such.
- b) A casual employee must be engaged for a minimum of:
- a. four (4) hours in the classifications of Administrative Officer and Professional Officer;
 - b. seven (7) hours in the classifications of Engineering Officer, Powerworker or Tradesperson;
 - c. one (1) shift in the classification of Operator.
- c) For each hour worked, a casual employee will be paid no less than 1/35th of the salary point for the relevant classification, plus a casual loading of 25% and applicable allowances.
- d) The casual loading is paid in lieu of annual leave, personal leave, public holidays not worked, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- e) A casual employee is entitled to penalty rates applicable to rostered shifts worked by the employee based on the ordinary rate of pay. Such

penalty rates shall be calculated on 1/35th of the salary point for the relevant classification, for each hour worked.

- f) A casual employee is paid overtime rates under clause 12 if the employee is required to work more than seven hours per day in the classifications of an Administrative Officer, Professional Officer Engineering Officer, Powerworker or Tradesperson; or more than the span of one (1) shift in the classification of Operator. A casual employee is paid overtime rates outside the span of hours under clause 8, save that a casual employee is not entitled to the casual loading for time worked and paid as overtime.
- g) Delta Electricity will inform the casual employee in writing that the employee is to be engaged on a casual basis, the classification level and rate of pay.
- h) Delta Electricity must not fail to re-engage a casual employee because the employee accessed entitlements to unpaid carer's leave or compassionate leave. The rights of Delta Electricity to engage or not to engage a casual employee are otherwise not affected.

Secure Employment

- 7.6 a) The objective of this clause is for Delta Electricity to take all reasonable steps to provide its employees with secure employment by maximizing the number of permanent positions in Delta Electricity's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- b) A casual employee engaged by Delta Electricity on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- c) Delta Electricity shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Delta Electricity fails to comply with

this notice requirement.

- d) Any casual employee who has a right to elect under paragraph (b), upon receiving notice under paragraph (c) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Delta Electricity that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Delta Electricity shall consent to or refuse the election, but shall not unreasonably so refuse. Where Delta Electricity refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through clause 27, Grievance and Disputes Procedure.
- e) Any casual employee who does not, within four weeks of receiving written notice from Delta Electricity, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- f) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Delta Electricity.
- g) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (d), Delta Electricity and the employee shall, in accordance with this paragraph, and subject to paragraph (d), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with clause 6, Part-time Employment, or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act*, 1996.

Provided that an employee who has worked on a full-time basis throughout the period of casual

employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Delta Electricity and the employee.

- h) Following an agreement being reached pursuant to paragraph (g) of this subclause, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through Clause 27, Grievance and Disputes Procedure.
- i) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

Casual Occupational Health Nurses

7.7 Administrative Officers who are engaged as Casual Occupational Health Nurses must be paid by the hour.

(a) The hourly rate is determined by:

- (i) taking the weekly rate for the applicable salary point (set out in subclause 4.2); and
- (ii) adding the appropriate qualification allowance(s) (set out in paragraphs (d) and (e) of subclause 4.3 of clause 4, Wages and Allowances); and
- (iii) dividing the sum by 35; and
- (iv) adding 20% (in respect of all hours worked between 7:00am and 5:30pm, Monday to Friday inclusive) to the total.

(b) Time worked outside these hours and on Saturdays must be paid at double time.

(c) Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.

(d) Work performed on Sundays must be paid at the rate of double time and on public holidays at the

rate of double time and a half.

- (e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start, and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.
- (f) Location Allowance - the provisions of paragraph (a) of the said subclause 4.3 shall apply except for subparagraph (iii) of the said paragraph (a).
- (g) There is no entitlement to any of the provisions of this Enterprise Agreement other than the provisions of this subclause

8. Hours of Work

Hours of Work	8.1	The ordinary hours of work for day workers will not exceed 35 hours per week or 70 hours per fortnight where a nine-day fortnight is observed. Ordinary hours for shift workers are in subclause 11.3 of clause 11, Shift Work.
How are working hours determined?	8.2	The commencing and finishing times for each day are determined by local management in consultation with affected employees or their representatives taking into account the needs of the business.
Hours for Day Workers	8.3	<p>Day workers are employees who work their ordinary hours from Monday to Friday inclusive and who are not entitled to a paid meal break during their ordinary working hours.</p> <p>The span of ordinary working hours for day workers is 7:00am to 5:30pm, Monday to Friday.</p>
Flexible or Staggered Working Hours	8.4	Employees working at Head Office may elect to work a flexible or staggered working hours system in accordance with procedures set down by Delta Electricity.
Accrual of Days Off	8.5	Employees engaged on flexitime, staggered working hours or a nine-day fortnight may elect to accrue up to a maximum of five flexidays, rostered days off or special days off for the purposes of taking time off for any reason, including time off to attend to family-related matters. The time off will be on a date agreed to by employees and local management.

9. Calculation of Service

What counts as service?

- 9.1 In calculating service, Delta Electricity must include:
- (a) periods of annual and long service leave
 - (b) periods of approved leave with pay
 - (c) periods of personal leave with or without pay
 - (d) periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts
 - (e) periods of approved leave without pay exceeding 20 consecutive working days or shifts which Delta Electricity has specifically authorised to be counted as service
 - (f) periods of absence from work due to incapacity resulting from injury as defined in Section 4 of the *Workplace Injury Management and Workers Compensation Act 1998*, for which the employee receives a payment under that Act
 - (g) periods of service as an employee on probation
 - (h) part-time employment, calculated on a pro rata basis

10. Job Evaluation

Job Evaluation Delta is committed to process of consistent job analysis and job evaluation which ensures a fair, equitable and transparent assessment of work value for positions.

As part of this commitment, Administrative Officer, Professional Officer, Engineering Officer and some other positions will be evaluated in accordance with these principles and the participation of trained employee representatives in the evaluation methodology encouraged.

11. Shift Work

- Types of Shift
- 11.1 Shift work is a system of work in which an employee works a roster with a 1, 2 or 3 shift system.
- 11.2 Shift work may be worked:
- Monday to Friday inclusive; or
 - Monday to Saturday inclusive; or
 - Monday to Sunday inclusive.
- It may begin and end on any of the days in these periods.
- Ordinary Hours
- 11.3 The ordinary hours for shift workers are an average of 35 hours a week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than:
- Number of weeks in roster cycle
multiplied by 35 hours.
- 11.4 These ordinary hours must be worked during the hours for which the employees are rostered for duty.
- 11.5 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days must be paid at overtime rates for the 12th and following consecutive shifts. (See clause 12, Overtime, for overtime rates).

Shift Allowance

- 11.6 Shift work may be:
- (a) Early Morning Shift - a shift commencing after 5:00am and before 6:30am.
 - (b) Afternoon Shift - a shift finishing after 6:00pm and at or before midnight.
 - (c) Night Shift - a shift:
 - (i) finishing between midnight and at or before 8:00am; or
 - (ii) commencing between midnight and at or before 5:00am.

Delta Electricity, in consultation with affected employees or their representatives, will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

11.7 Shift workers who work on a shift work roster must be paid the following allowances:

Early Morning the greater of 10% of single time for the shift and:

The allowance shall be as set out in Item 23 of Appendix 1.

Afternoon the greater of 20% of single time and:

The allowance shall be as set out in Item 24 of Appendix 1.

Night the greater of 20% of single time and:

The allowance shall be as set out in Item 25 of Appendix 1.

11.8 Shift workers who are engaged on a roster which:

(a) requires the working of continuous afternoon or night shifts for more than two weeks; and

(b) works such shifts on other than a public holiday, Saturday or Sunday,

must be paid the following allowances:

Continuous Afternoon Shift 25% of single time

Continuous Night Shift 30% of single time or a reduced number of weekly hours at time and one quarter to give the shift worker the equal of a full week's ordinary pay.

11.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in clause 12, Overtime.

11.10 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with subclause 11.12 of this clause.

11.11 The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.

Shift Penalty

Public Holidays 11.12 Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.

Other than Public Holidays 11.13 Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

Shift	Penalty
(a) Saturday - all shifts	50% of single time
(b) Sunday - all shifts	100% of single time

Only One Rate to Apply 11.14 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

Roster Loading

Roster Loading 11.15 Payment of roster loading is made as compensation for the unevenness of payments under this Enterprise Agreement. Payment is also made instead of shift disabilities not covered by payments under this Enterprise Agreement including:

- (a) the variety of starting and finishing times
- (b) the need to be readily available for work and to work, as required, during crib breaks and at all other times during the shift
- (c) minor variations to established duties
- (d) the requirement to work as rostered on any day of the week.

Roster Loading - Rates 11.16 The roster loading for ordinary hours actually worked is:

- (a) 4.35% of salary for:
 - (i) employees on seven-day continuous shift work rosters
 - (ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - (iii) employees rostered to work continuous afternoon or night shifts
 - (iv) employees working day shift only including a shift on Sundays.
- (b) 2.12% of salary for:
 - (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays

- (ii) employees working day shift only on Monday to Saturday.

Roster Loading - Different Grade Duties	11.17	Employees carrying out higher-grade duties on shift work must be paid the roster loading for the higher-grade classification. Employees carrying out lower-grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.
Roster Loading - Excluded Employees	11.18	Roster loading is not payable to day workers transferred to become shift workers, for the first two weeks of the transfer, i.e. for the period which attracts time and one half penalty rate (refer to subclause 11.28 of this clause).
Roster Loading - During Training	11.19	Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to: (a) the shift roster worked immediately before the training if the period of training is less than five consecutive working days; or (b) the new shift roster if the period of training continues for five or more consecutive working days.
	11.20	Day workers transferring to a shift roster to undergo training must be paid shift work loadings, allowances and penalties for the entire period. The provisions of subclause 11.28 of this clause do not apply.

General

Payment while at Training School	11.21	Shift workers must be paid the roster loading, shift allowance and penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are: (a) training for appointment to a position in their existing or higher grade; or (b) attending refresher training courses; or (c) attending general training courses and/or station training courses to qualify to carry out higher-grade duties. Payments must not include any overtime or higher grade which might have otherwise been worked.
Public Holidays	11.22	(i) Shift workers, including those on a five-day shift system, Monday to Friday, who on a public holiday:

- (a) work an ordinary rostered shift; or
- (b) are rostered off duty (except when on annual or long service leave)

are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in clause 22, Public Holidays and Picnic Day. If higher-grade pay is involved, the provisions of subclause 15.8 of clause 15, Higher-Grade Work and Pay, apply.

- (ii) Production Operators working shift work (not working 12 hour shifts under Clause 11.39) - whether rostered on or off, employees will be credited with seven hours leave in lieu, which will be added to their period of annual leave;

Not Required to Work on a Public Holiday	11.23	Shift workers when, according to their controlling officer, are not required for work on a public holiday for a shift for which they are normally rostered, must observe the holiday. However, they must be told at least 96 hours before the shift begins that they are not required. They must be paid for all ordinary time not worked in respect of the public holiday at the rate of single time.
Shift Worker on a Five-day Shift - Public Holidays	11.24	Shift workers who are on a five-day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.
Mutual Stand-Down	11.25	<p>Shift workers who:</p> <ul style="list-style-type: none"> (a) are rostered for duty on a shift falling on a Saturday or Sunday; and (b) according to the controlling officer, are not required for duty on such day(s) <p>may, by mutual arrangement with the person responsible for the work team, not attend for duty on such day(s).</p> <p>They must be paid for all ordinary time not worked at the rate of single time.</p>
Shift Work Day	11.26	If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.
Ten-hour Break	11.27	Shift workers are entitled to at least a ten-hour break between finishing shift work and commencing day work.
Day Workers Transferred to Shift Work	11.28	<p>Subject to clause 11.9, day workers required to transfer to shift work must be paid for the ordinary hours worked on that roster:</p> <ul style="list-style-type: none"> (a) for the first two weeks, time and one half or normal shift penalties, whichever is the greater (b) for the period in excess of the first two weeks,

normal shift penalties and roster loadings.

Day workers will not be required to transfer to shift work for a duration of three shifts or less. For periods of three shifts or less the provisions of clause 12, Overtime, apply.

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| Change of Roster or Shift | <p>11.29 Shift workers who are changed from one shift roster to another or from one shift to another must be paid:</p> <ul style="list-style-type: none">(a) at least time and one quarter for any shift which they begin within 48 hours from the end of the shift in which they were given notice of the change of roster or shift;(b) overtime rates for the shift which they work without a break following the shift in which they were given notice of the change. |
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Staff requirements in accordance with the above will be determined by Delta Electricity in consultation with affected employees or their representatives.

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| Maintenance | <p>11.30 Because of the nature of the work of the Maintenance group, it is necessary that the maximum flexibility possible is achieved in preparing rosters to meet the Business Unit's work requirements.</p> |
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In planning for work to be undertaken, management will consult with employee representatives as to the scope of the work, the duration of the work, the time frame and shift work requirements. Roster/s will be prepared to meet the work requirements in consultation with staff and will attempt to meet both the Business Unit's and employees' needs.

Once a roster/s for the work is agreed, there will normally be no changes other than for plant or market considerations, such as delay in availability of plant which may postpone the start of the work, and hence commencement of the agreed roster. However, circumstances may arise occasionally where roster changes are required at short notice, and employees are expected to co-operate in this change process.

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| Crib Breaks | <p>11.31 Shift workers are entitled to a 20-minute crib break after each five hours worked, subject to work requirements. An employee unable to take such crib breaks is recompensed by way of payment of the roster loading described in subclause 11.15 of this clause.</p> |
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Handover

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| Handover | <p>11.32 Shift workers required to handover at the end of a shift must stay at their work station until:</p> <ul style="list-style-type: none">(a) the appropriate relieving employee of the oncoming shift has arrived at the work station; and |
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- (b) the shift worker has informed the relieving employee of the current status of running plant and/or maintenance so that the relieving employee can start work immediately.

11.33 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.

11.34 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by local management.

11.35 Any time off as a result of handover time is considered as a non-working day.

Shift workers who are required to work on such a day must be paid overtime in addition to payment for the handover shift.

11.36 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion.

11.37 If a roster contains shifts where handover is not a requirement, the calculation of time off will:

- (a) not be related to such shifts; and
- (b) only relate to those shifts in the roster where handover is required.

11.38 Overtime shifts are not included in calculating handover time.

12-Hour Shifts

12-hour Shifts

11.39 The following provisions will apply (subject to subclause 11.28 of this clause) where a 12-hour shift roster system is introduced by agreement between Delta Electricity and a majority of affected employees or where an employee is transferred to such a 12-hour shift roster system (such transfer to be by agreement, subject to the employee's agreement not being unreasonably withheld):

- (a) Penalty rates:
 - (i) Saturday 1.5 times ordinary rate
 - (ii) Sunday 2 times ordinary rate

(iii) Public Holidays 2.5 times ordinary rate

(iv) Shift Allowance;

Day shift, on the basis that four hours only of the 12-hour shift duration will attract the 20% shift allowance

- Night shifts at 20%

The day of the shift will be treated as that on which the majority of the 12-hour shift is worked;

(b) Handover Time - based on 13 1/3 minutes per 12-hour shift;

(c) Public Holidays - whether rostered on or off, employees will be credited with eight hours leave in lieu, which will be added to their period of annual leave;

(d) Leave taken - Leave paid according to normal Enterprise Agreement provisions. Employees will be debited for 12 hours from the respective leave balance;

12. Overtime

What is overtime?	12.1	(a) For day workers, overtime is all time worked on: (i) Mondays to Fridays before their ordinary commencing time and after their ordinary finishing time (ii) Saturdays (iii) Sundays (iv) Public holidays. (b) For shift workers, overtime is all time worked before their commencing time or after their finishing time of rostered shifts.									
How is it calculated?	12.2	In calculating how much overtime an employee works, each working day is treated separately. Periods worked before their ordinary commencing time and after their ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.									
What are the rates of pay?	12.3	Except on public holidays, employees must be paid at double time for overtime.									
	12.4	On public holidays employees must be paid the following rates for overtime:									
		<table> <tr> <td>Day Workers</td><td>In ordinary hours</td><td>2.0 + Ordinary Pay</td></tr> <tr> <td></td><td>Outside ordinary hours.</td><td>2.0</td></tr> <tr> <td>Shift Workers</td><td>All hours worked</td><td>2.5</td></tr> </table>	Day Workers	In ordinary hours	2.0 + Ordinary Pay		Outside ordinary hours.	2.0	Shift Workers	All hours worked	2.5
Day Workers	In ordinary hours	2.0 + Ordinary Pay									
	Outside ordinary hours.	2.0									
Shift Workers	All hours worked	2.5									
Minimum Payment for Non-merging Overtime	12.5	An employee must be paid a minimum of four hours at double time if the period of overtime the employee is required to work is not connected to ordinary hours. (This does not apply to an employee required to stand by under clause 23, Standby Allowance).									
	12.6	Non-merging overtime of less than four hours' duration is not treated as overtime for the purposes of a ten-hour break.									
Travel Associated with Merging Overtime	12.7	Employees who work overtime which merges with ordinary hours must have their travel to and/or from their homes arranged by Delta Electricity, if reasonable means									

of public transport are not available. Additional time and/or costs incurred will be paid in accordance with clause 24, Travelling Time and Fares.

Time Off after
Overtime – Ten-
hour Break

- 12.8 Whenever reasonably practicable, Delta Electricity must arrange overtime so that employees have at least ten hours off duty:
- (a) Between their finishing time on one day or shift and their commencing time on the next day or shift; or
 - (b) If working away from their headquarters and incurring excess travelling time.
- 12.9 If employees resume or continue work without a ten-hour break, Delta Electricity must pay them double time until released from duty. They may then be absent until they have had a ten-hour break.
- 12.10 Employees must be paid at ordinary rates for any working time which occurs during this ten-hour break.
- 12.11 The conditions in subclauses 12.8 and 12.9 of this clause do not apply to day workers for overtime for which a minimum payment is applicable.
- 12.12 If day workers:
- (a) have had a ten-hour break; and
 - (b) are recalled to work overtime whether notified before or after leaving their place of work; and
 - (c) commence that overtime starting at least eight hours after their ordinary finishing time on day 1 and before 5:00am on day 2; and
 - (d) would normally be required to work on day 2,
- then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5:00am.
- 12.13 If employees are required to continue to work during part of the period they would normally stand down, Delta Electricity must pay these employees for the period of stand-down not taken at double time.
- 12.14 Shift workers who have returned home after working overtime during a rostered break are entitled to the ten-hour break provision in respect of the period before commencement of the next ordinary shift.

Time off between
Shifts

- 12.15 The rest period off duty must not be less than eight consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

Specific Provisions – Day Workers

Cancellation	<p>12.16 If Delta Electricity cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:</p> <ul style="list-style-type: none">(a) at home within one hour of the time the employee was to leave home – one hour at single time(b) between the employee's home and the place of work - three hours at single time(c) at the place of work - three hours at double time. <p>However, an employee who has reported at the place of work may be required to carry out alternative work for a minimum of three hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.</p>
Standing by for Overtime	<p>12.17 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between their ordinary finishing time and the commencement of the overtime. This does not apply to employees required to stand by under clause 23, Standby Allowance.</p>
Employees above Salary Point 35	<p>12.18 Employees above salary point 35 must not be paid overtime without the Chief Executive's approval.</p>

Specific Provisions – Shift Workers

12-hour Maximum	<p>12.19 If shift workers have to work overtime for four or more days due to a temporary shortage of trained staff, Delta Electricity may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.</p>
When overtime is not paid	<p>12.20 Shift workers are not entitled to be paid overtime rates if the cause of the work arises from:</p> <ul style="list-style-type: none">(a) the customary rotation of shifts; or(b) arrangements between or at the request of the shift workers themselves.

13. Meal Allowances on Overtime

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| When is meal allowances paid? | 13.1 | Employees must be paid an allowance as provided for in Item 26 of Appendix 1 for meals if the period of overtime is five hours or greater. |
| | 13.2 | Employees must be paid a meal allowance as provided for in Item 27 of Appendix 1 if they have prepared a meal in readiness for working overtime, which was cancelled at short notice. |
| Employees above Salary Point 35 | 13.3 | Employees who are above salary point 35 and who are not engaged on shift work are also entitled to meal allowances under the same conditions as apply to day workers. |

14. Meal Breaks - Day Work

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| | 14.1 | Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency. |
| | 14.2 | Employees may take meal breaks as they fall due or at some other time by arrangement with the team leader. However, employees must not go without a meal break for more than five hours unless there is an emergency. |
| Disrupted Meal Breaks | 14.3 | Employees who are unable to take all or part of their normal meal break must be paid: <ul style="list-style-type: none">(a) overtime for the untaken part of the meal break; and(b) overtime rates until such time the meal break is taken. |
| Overtime - Monday - Friday | 14.4 | Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed: <ul style="list-style-type: none">(a) after one hour 30 minutes - a meal break of 20 minutes(b) after four hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour(c) after eight hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour. |
| | 14.5 | The meal break must be paid at the appropriate overtime rate. |
| | 14.6 | Employees may take the first meal break: <ul style="list-style-type: none">(a) during ordinary hours without loss of pay if the entitlement coincides with their ordinary commencing time; or(b) at the commencement of the overtime or later by arrangement with the team leader, if the period of continuous overtime begins after their ordinary finishing time. |
| Overtime - Saturday, Sunday or Public Holiday | 14.7 | Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to: <ul style="list-style-type: none">(a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary hours and the overtime is for more than four continuous hours; and/or |

- (b) meal breaks with pay as set out in subclause 14.4 of this clause.

Overtime - Meal
Breaks Count

- 14.8 Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.

15. Higher-Grade Work and Pay

Obligation to Work in a Higher Grade	15.1	<p>Employees must carry out work at a higher grade as directed as long as it is reasonable and practicable to perform such work.</p> <p>When employees are carrying out such work, they must be paid in accordance with the provisions of this clause.</p>
Payment for Higher-Grade Work	15.2	<p>Employees must be paid higher-grade pay if they are directed to carry out higher-graded work for one hour or more in any one day or shift.</p> <p>These employees must receive the salary specified for an employee performing the particular class of work.</p> <p>Employees who work at a higher grade for more than a half-day or shift must be paid at the higher rate for all ordinary hours during the day or shift.</p>
Aggregation	15.3	<p>Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher-grade pay for the purposes of this clause.</p>
Payment for Leave, Personal Leave etc.	15.4	<p>Employees must be paid higher-grade pay during absences on annual leave, personal leave, or accident pay if they have been paid the higher-grade pay:</p> <ul style="list-style-type: none">(a) for a continuous period of three months immediately before the absence. This period is broken by:<ul style="list-style-type: none">(i) absences on special leave; or(ii) absences on personal leave; or(iii) absences on accident pay; or(iv) the carrying out of lower-graded work that total more than five working days or shifts during the three months period; or(b) for broken periods which total more than six months during the 12 months immediately before the absence.
	15.5	<p>Periods of annual leave, personal leave and accident pay paid at higher grade in accordance with subclause 15.3 of this clause are included when calculating the rate applicable for continued higher-grade duty or for further absences on annual leave, personal leave or accident pay.</p>

Public Holidays	15.6	Employees must be paid higher-grade pay for a public holiday if they receive that pay for any part of the employee's working days both preceding and following the public holiday.
Overtime	15.7	Overtime is paid at the higher-grade rate if the higher-grade duties have been performed for at least one day or shift immediately before and continuous with the overtime.
Training in Higher Grade	15.8	<p>Employees undertaking training for the purpose of gaining experience in a higher-graded position must not be paid at the higher-grade rate where:</p> <ul style="list-style-type: none"> (a) the incumbent remains on duty and retains the responsibilities of the position; and (b) the periods of training do not exceed: <ul style="list-style-type: none"> (i) a continuous period of three months; or (ii) six months in a 12-month period where the periods are broken.

16. Clothing and Tools

Basis of Issue	16.1	Delta Electricity provides all necessary clothing and tools required for employees to undertake their work, including protective clothing for work in environments assessed under the <i>Occupational Health and Safety Act 2000</i> .
Responsibility of Employees	16.2	Employees are responsible for the: <ul style="list-style-type: none">(a) proper use and care of clothing and tools supplied; and(b) laundering of clothing, unless exempted by Delta Electricity.
Lost or Damaged Articles	16.3	Delta Electricity will replace lost or damaged clothing and tools, unless such loss is a result of the employee's misuse or negligence, in which case the employee must replace the articles so lost or damaged.

17. Annual Leave

National
Employment
Standards

17.1 Annual Leave is provided for in the NES, as amended from time to time.

17.2 *Amount of leave*

- (1) For each year of service with his or her employer, an employee is entitled to:
 - (a) 4 weeks (140 hours) of paid annual leave; or
 - (b) 5 weeks (175 hours) of paid annual leave, if the employee is a shiftworker who works shift arrangements as provided for in clause 11, Shift Work of this Agreement.
 - (c) 4 weeks (140 hours) of paid annual leave plus a proportionate amount of 35 hours if the employee is a shiftworker who works shift arrangements as provided for in clause 11, Shift Work of this Agreement for a period of less than 12 months;

17.3 *Accrual of leave*

- (1) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Note: If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.

17.4 *Taking paid annual leave*

- (1) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- (2) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (3) If the period during which the employee takes paid annual leave includes a day or part-day that is a public holiday, the employee is taken not to be on paid annual leave on that public holiday.

17.5 *Payment for annual leave*

- (1) If an employee takes a period of paid annual leave,

the employer must pay the employee at the employee's full rate of pay for the employee's ordinary hours of work in the period.

- (2) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

- (a) Day Workers - For the purpose of calculation of final year leave accrual in 17.5 (2) the employer shall pay 8.3% of the weekly rate of pay at the employees appointed grade on termination for each completed or part week of service, for the current accrual year.

Taking paid annual leave 17.6

The parties acknowledge that Annual Leave provides a respite from work and the parties encourage the taking of Annual Leave entitlements.

Delta Electricity may require, with reasonable notice, an employee to clear accrued Annual Leave in excess of the following:

Type of Worker	Hours
Shift Worker – 7 Day	380
Shift Worker – other	280
Day Worker	280

- (i) For shift workers the above limits apply to the total of accrued annual leave and days in lieu of public holidays.
- (ii) For an employee who works shift work for a period of less than 12 months the "excess hours" shall be proportionate between 280 hours and 380 hours based on the amount of time spent on-shift in the preceding 12 months.
- (iii) In considering 'reasonable notice' regard shall be had to:
- a) Individual circumstances, including leave being accrued to a specific purpose with Management approval;
 - b) Business needs;
 - c) Whether the employee has had leave refused, cancelled or deferred at the initiative of Delta Electricity in the previous 12 months;

		<ul style="list-style-type: none"> d) Whether the employee has been unable to take or clear excess leave because of roster arrangements; e) Whether the employee has a history of not taking leave or accruing high leave balances;
Cashing-Out of Annual Leave	17.7	<p>Employees may elect in writing to cash out part of their annual leave as a result of transferring ownership and/or employment under the Electricity Generation Assets (Authorised Transactions) Act 2012 or as amended subject to the following:</p> <ul style="list-style-type: none"> (a) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; (b) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
Leave and Flexibility Arrangements – Production Operators	17.8	<p>Rostered Leave</p> <p>Rostered Leave includes:</p> <ul style="list-style-type: none"> • Annual Leave; • TSP Long Service Leave; and • Other rostered Leave
	17.9	<p>Access to Leave for Production Operator Shift Staff</p> <p>Employees assigned to Shift Operating Teams will be required to select leave by way of a team roster basis.</p>
	17.20	<p>Shift Operating Team Rostered Leave</p> <p>The leave roster (for the following financial year) will be populated on the basis of two (2) lines of leave per team (including Shift Manager) and will be completed by all teams by 31st May each year, at which time this roster will be reviewed and formally approved.</p> <p>The staffing roster will then be updated with the approved leave and staffing levels reviewed for business needs. This roster may be changed or amended throughout the year on business needs and additional leave approvals etc.</p> <p>Shift Manager and Relief Shift Manager within an Operating Team are not to be on rostered leave at the same time.</p>

17.21 Short Term Leave

Greater than two (2) lines of leave may be approved closer to the date after considering the circumstances and coverage available taking into regard business needs.

17.22 Flexibility

The Shift Manager will be responsible for rostering arrangements on shift to ensure flexible utilisation of all shift staff.

This will include temporary transfers between shifts to meet staffing requirements. Such transfers will be on a voluntary basis, however if there are no volunteers, the Shift Manager may require an operator to transfer in accordance with the Enterprise Agreement. Hours will be balanced in accordance with Clause 11.3 of this Enterprise Agreement.

17.23 Balance Time

Any time worked in excess of or less than the normal hours (such as for training, meetings etc) shall be approved by the Shift Manager prior to working Balance Time and accrued as Balance Time Worked (B4).

Balance Time worked (B4) should be balanced off (BO) at a mutually convenient time within 12 weeks of such accrual, and paid at the TSP rate. Unless an operator concerned requests to defer the balancing beyond this period, such time will be paid out at overtime rates, or worked at the TSP rate, in accordance with the Enterprise Agreement.

An operator who foregoes an opportunity to balance a shift/s within the appropriate 12 week period shall not be entitled to payment at overtime rates for the shift/s concerned. The operator will balance the time as soon as practicable, and be paid for such time at the TSP rate.

18. Long Service Leave

- What service counts? 18.1 In calculating how much long service leave an employee is entitled to, Delta Electricity must include:
- (a) In calculating how much long service leave an employee is entitled to, Delta Electricity must include periods of actual service and periods under clause 9, Calculation of Service.
 - (b) At the discretion of Delta Electricity, employees who have taken or been paid for periods of long service leave accrued in previous service with Sunset Power International Pty Ltd t/as Delta Electricity may have those previous periods of service counted for qualifying purposes only for future entitlements.
- At what rate does leave accrue? 18.2 Long service leave accrues as follows:
- | <u>Length of Service</u> | <u>Amount of Leave</u> |
|--------------------------|------------------------|
| 10 years | 13 weeks |
| 15 years | 19.5 weeks |
| 20 years | 30.3333 weeks |
| each year after 20 years | 2.1666 weeks. |
- It is not intended to reduce the entitlement to leave under the *Long Service Leave Act 1955 (NSW)*. Transferred employees with periods of service listed in paragraph (c) of subclause 18.1 of this clause and paragraph (h) of subclause 9.1 of clause 9, Calculation of Service, must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Delta Electricity.
- 18.3 The entitlement for length of service in between any of the periods listed in subclause 18.2 of this clause is worked out on a proportional basis.
- How is leave paid? 18.4 Long service leave is paid at the employee's appointed rate of pay at the time the leave is taken. Upon termination of employment with Delta Electricity, payment of the value of the long service leave is based on completed weeks of service.
- When can leave be taken? 18.5 Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Delta Electricity, then it must be postponed to a time on which both the employee and Delta Electricity can agree.

	18.6	Employees may access Long Service Leave entitlements between 15 and 20 years on a pro rata basis.
	18.7	An employee may take long service leave: <ul style="list-style-type: none"> (a) on full pay: <ul style="list-style-type: none"> (i) in periods of four weeks or more; or (ii) such other periods of less than 4 weeks with the agreement of Delta Electricity; or (b) on half pay only at a time suitable to Delta Electricity and at its discretion. If half pay is chosen, then the employee is entitled to a period of absence twice the amount of entitlement.
	18.8	Employees must give Delta Electricity at least one month's notice before the date they intend to take long service leave.
Public Holidays Falling During Leave	18.9	Long service leave does not include public holidays.
On Leaving between Five and Ten Years	18.10	<p>If an employee has completed at least five years' service (as defined in the <i>Long Service Leave Act 1955</i>), then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service (whether as an adult or not) if:</p> <ul style="list-style-type: none"> (a) Delta Electricity terminates the service of the employee for any reason; or (b) the employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or (c) the employee dies. <p>Delta Electricity must pay the employee (or the employee's estate in the case of death) a cash amount equivalent to the leave.</p>
On Leaving after Ten Years	18.11	If an employee has completed on the termination of employment at least ten years' service which entitles the employee to long service leave, then Delta Electricity must pay the employee (or the employee's estate in the case of death) a cash amount equivalent to any untaken leave.

19. Personal/Carer's Leave and Accident Pay

National
Employment
Standards

- 19.1 Personal/Carer's leave is provided for in the NES, as amended from time.

Paid Personal/Carer's Leave

Taking paid
personal/carer's
leave

- 19.2 An employee may take paid personal/carer's leave if the leave is taken:
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

- 19.3 (a) Employees are also entitled to personal/carer's leave when they are absent from work because they visit a medical practitioner for advice and/or treatment for actual or suspected personal injury or illness and they comply with the notice and evidence requirements in subclauses 19.10 to 19.18 of this clause.
- (b) Employees will not be granted personal leave when they have workers compensation approved.

Amount of
Personal/Carer's
Leave

- 19.4 The amount of personal/carer's leave which may be granted will be ascertained by crediting each employee with the following periods:

During the first three months' service 126 hours

During the next nine months' service 126 hours

During each subsequent 12 months' service 126 hours

- 19.5 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Personal Leave during Annual and Long Service Leave

19.6 If employees are personally ill or injured during annual leave or long service leave and the employee produces the appropriate medical evidence, they will be granted, if they so elect, to have a period of illness or injury approved as personal leave as:

(a) for periods of one working day or more in the case of annual leave; or

(b) for a period of at least five consecutive working days in the case of long service leave.

Personal Leave during Public Holiday

19.7 If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

Accident Pay

19.8 Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.

19.9 Employees may be granted accident pay for a maximum period of 52 week if they:

(a) Have workers' compensation approved; and

(b) Comply with subclauses 19.10 to 19.22 of this clause

However, where special circumstances exist, Delta Electricity may discontinue accident pay at any time after receipt of such payment for a period of 26 weeks.

Notice and evidence requirements

How to Apply

19.10 Employees must claim personal/carer's leave and accident pay on the appropriate forms.

Notification

19.11 An employee is responsible for notifying Delta Electricity within two hours of their commencing time, or as soon as practicable, that they will be taking personal leave, and must advise Delta Electricity of the period, or expected period, of the leave.

19.12 An employee shall, wherever practicable, give Delta Electricity notice prior to the absence of the intention to take Carer's leave, the name of the person requiring care or support and that person's relationship to the employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Delta Electricity by telephone of such absence at the first opportunity on the day of the absence or as soon as practicable thereafter.

Medical
Examination

19.13 If required by Delta Electricity, employees must be examined by a medical practitioner nominated by Delta Electricity as soon as they are physically able.

Absences of more
than Three Days

19.14 Employees must submit a certificate from a medical practitioner to cover all periods of absence for which the employees claim:

- (a) Personal/carer's leave (with or without pay) exceeding three working days which are consecutive days; or
- (b) Accident pay.

19.15 The medical certificate must contain:

- The name of the employee;
- The period the employee is likely to be unfit for duty;
- The date of which the employee will be able to report to Delta Electricity's Occupational Health Physician;
- The date the employee first consulted a medical practitioner or Delta Electricity's Occupational Health Physician;
- The medical practitioner's qualifications, name, address and signature or the signature of Delta Electricity's Occupational Health Physician; and
- The date of issue of the certificate.

19.16 If the certificate does not include the nature or cause of the illness or injury, Delta Electricity may refer the employee to a nominated medical practitioner for examination.

19.17 Employees who have applied to a medical practitioner for a medical certificate and are unable to obtain such a certificate must submit a statutory declaration containing:

- The name and address of the medical practitioner;
- The date of the consultation; and
- The reasons for not obtaining a certificate.

19.18 Personal/carer's leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:

- (a) Three working days which are consecutive; and
- (b) Two non-working days; and
- (c) Any public holiday; and
- (d) Any special day off related to the working of a nine-day fortnight.

Absences of Three Days or Less	19.19	<p>Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming personal/carer's leave for three consecutive days or less.</p>
Disputed Medical Certificate	19.20	<p>If Delta Electricity disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Delta Electricity. Any medical certificate issued by that referee must be accepted by the employee and Delta Electricity as conclusive.</p> <p>Delta Electricity must pay the fee if the referee decides in favour of the employee, and employees must pay the fee if the decision is against them.</p> <p>Delta Electricity must allow the employee to have leave with pay for any medical examination by the referee.</p>
Admission to Hospital	19.21	<p>Each employee who is admitted to hospital must obtain a medical certificate stating:</p> <ul style="list-style-type: none"> (a) The date of admission; (b) The nature of the incapacity for work; (c) The anticipated period of absence. <p>Employees must obtain a certificate for each four weeks they are in hospital.</p>
Payment at Half Pay	19.22	<p>Employees may elect to be paid at half pay if their personal leave balance falls below 200 hours.</p>
Retirement and Personal Leave	19.23	<p>If Delta Electricity decides to retire an employee because of ill-health under paragraph (b) of subclause 5.10 of clause 5, Terms of Employment, either:</p> <ul style="list-style-type: none"> (a) The retirement must begin only after the employee has exhausted all personal leave credits; or (b) The employee must be paid any accrued personal leave outstanding. <p>Employees will not be granted any additional personal leave after Delta Electricity decides that they are to be retired ill-health. Wherever practicable, 14 days' notice of the intention to retire will be given to the employees concerned.</p> <p>Only employees who are retired because of ill-health are entitled to be paid for accrued personal leave.</p>

Unpaid Carer's Leave

Entitlement to unpaid carer's leave	<p>19.24 An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:</p> <ul style="list-style-type: none">(a) a personal illness, or personal injury, affecting the member; or(b) an unexpected emergency affecting the member. <p>19.25 An employee may take unpaid carer's leave for a particular permissible occasion as:</p> <ul style="list-style-type: none">(a) a single continuous period of up to 2 days; or(b) any separate periods to which the employee and Delta Electricity agree. <p>19.26 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.</p>
Notification	<p>19.27 The notification requirements for unpaid Carer's Leave shall be the same as in 19.11 and 19.12 above.</p>
Other Options for Taking Time to Provide Care or Support	<p>19.28 The following options may be exercised by employees to absent themselves for the purpose of providing care or support:</p> <ul style="list-style-type: none">(a) Time off in lieu of overtime:<ul style="list-style-type: none">(i) An employee may elect, with the consent of Delta Electricity, to take time off in lieu of payment for overtime at a time or times agreed with Delta Electricity within 12 months of the said election;(ii) Overtime taken as time off during ordinary hours shall be taken at ordinary-time rate, that is, an hour for each hour worked;(iii) If, having elected to take time as leave in accordance with paragraph (i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or termination;(iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the Enterprise Agreement.(b) Make-up Time:<ul style="list-style-type: none">(i) An employee may elect, with the consent of Delta Electricity to work "make-up time", under which the employee takes time off ordinary hours, and works

those hours at later time, during the span of ordinary hours provided in the Enterprise Agreement, at the ordinary rate of pay;

- (ii) An employee on shift may elect, with the consent of Delta Electricity, to work “make-up time” (under which the employee takes time off ordinary hours and works these hours at a later time), at a shift work rate which would have been applicable to the hours taken off.

(c) Rostered days off:

- (i) An employee may elect, with the consent of Delta Electricity, to take a rostered day off at any time;
- (ii) An employee may elect, with the consent of Delta Electricity, to take rostered days off in part-day amounts;
- (iii) An employee may elect, with the consent of Delta Electricity, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between Delta Electricity and employee, or subject to reasonable notice by the employee to Delta Electricity;
- (iv) This subclause is subject to Delta Electricity informing each Union which is both party to the Enterprise Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union(s) to participate in negotiations.

20. Compassionate Leave

National Employment Standards	20.1	Compassionate Leave is provided for in the NES, as amended from time to time.
	20.2	<p>An employee is entitled to 2 days of compassionate leave, with pay, when a member of the employee's immediate family, or a member of the employee's household:</p> <ul style="list-style-type: none">(a) contracts or develops a personal illness that poses a serious threat to his or her life; or(b) sustains a personal injury that poses a serious threat to his or her life; or(c) dies.
Taking Compassionate Leave	20.3	<p>An employee may take compassionate leave for a particular permissible occasion as:</p> <ul style="list-style-type: none">(a) a single continuous 2 day period; or(b) 2 separate periods of 1 day each; or(c) any separate periods to which the employee and Delta Electricity agree.
Payment for Compassionate Leave	20.4	If an employee takes a period of compassionate leave, the employer must pay the employee at the employee's full rate of pay for the employee's ordinary hours of work in the period.
Notification	20.5	An employee is responsible for notifying Delta Electricity as soon as practicable of the intention to take Compassionate Leave and will, if required, provide satisfactory evidence of the illness, injury or death.

21. Parental Leave

National Employment Standards	21.1	An employee who has a minimum of 12 months service with Delta Electricity shall be entitled to unpaid parental leave in accordance with the <i>Fair Work Act 2009 (Cth)</i> .
Supplementary Matters	21.2	The following clauses supplement or deal with matters incidental to the NES.
Concurrent Leave	21.3	If an employee is entitled to concurrent leave of 3 weeks pursuant to the Section 72(5) of the <i>Fair Work Act 2009 (Cth)</i> , Delta Electricity will provide concurrent leave of a maximum of 8 weeks (a 5 week additional entitlement to the 3 week NES entitlement).
Right to request	21.4	<p>(a) An employee entitled to parental leave may request Delta Electricity to allow the employee:</p> <ul style="list-style-type: none"> (i) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; (ii) to return from a period of parental leave on a part-time basis until the child reaches school age, <p>to assist the employee in reconciling work and parental responsibilities.</p> <p>(b) Delta Electricity shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Delta Electricity's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.</p> <p>(c) Employee's request and Delta Electricity's decision to be in writing</p> <p>The employee's request and Delta Electricity's decision made under subparagraphs (i) and (ii) of paragraph (a) of this subclause must be recorded in writing.</p> <p>(d) Request to return to work part-time</p> <p>Where an employee wishes to make a request under subparagraph (iii) of paragraph (a) of this subclause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.</p>

Communication during parental leave

- 21.5 (a) The employee shall take reasonable steps to inform Delta Electricity about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work under flexible working arrangements.
- (b) The employee shall also notify Delta Electricity of changes of address or other contact details which might affect Delta Electricity's capacity to comply with paragraph (a) of this subclause.

21.6 Delta Electricity must not fail to re-engage a regular casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of Delta Electricity in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

For the purpose of this sub-clause, regular casual employee means a casual employee who works for Delta Electricity on a regular and systematic basis and who has reasonable expectation of on-going employment on that basis.

Paid Parental Leave

21.7 An employee is only entitled to paid parental leave in accordance with this clause if they have at least 12 months continuous service with Delta Electricity and would otherwise be entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* (Cth).

21.8 In respect of those employees who are eligible to apply for a payment from the Commonwealth Government under the paid parental leave scheme, the following provisions apply:

- (a) Delta Electricity will pay the employee an amount equal to the difference between the employee's ordinary weekly rate of pay and the weekly payment from the Commonwealth Government under the paid parental leave scheme ("the top up amount"), for a maximum period of 18 weeks;
- (b) Subject to subparagraph (e) below, the employee is required to promptly apply for the Commonwealth Government's weekly paid parental leave payment (as amended from time to time) and provide satisfactory evidence that they have done so;
- (c) Where an employee has complied with subparagraph

(b), then the employee will receive the amount equal to their ordinary weekly rate of pay, which is the forwarding of amount from the Commonwealth Government and the payment by Delta Electricity of the top up amount.

- (d) For the avoidance of doubt, superannuation will only be paid by Delta Electricity on the top up amount.
- (e) If the employee chooses not to apply for a weekly payment from the Commonwealth Government under the paid parental leave scheme or elects to receive the Baby Bonus in lieu of weekly payments, then the only obligation on Delta Electricity is to pay the employee the top up amount.

21.9 In respect of employees not eligible to receive any payment from the Commonwealth Government (including the Baby Bonus) under the paid parental leave scheme, the following provisions apply:

- a. Delta Electricity will pay the employee their ordinary weekly rate of pay for a maximum period of 14 weeks; and
- b. The employee must, if requested, demonstrate their ineligibility under the Federal Government Scheme.

22. Public Holidays and Picnic Day

National
Employment
Standards

22.1 Public Holidays are as provided for in the NES, as amended from time to time.

(1) The following are public holidays:

(a) each of these days:

- (i) 1 January (New Year's Day);
- (ii) 26 January (Australia Day);
- (iii) Good Friday;
- (iv) Easter Monday;
- (v) 25 April (Anzac Day);
- (vi) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (vii) 25 December (Christmas Day);
- (viii) 26 December (Boxing Day);

(b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

(2) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the public holiday .

22.2 This clause supplements or deals with matters incidental to the NES.

The following days are observed as public holidays in addition to the NES:

(a) Picnic Day (the last Monday in November).Easter Saturday; and

(b) Labour Day

What is a day
worker entitled to?

22.3 A day worker who is absent without approval on the working day before and after the public holiday must provide satisfactory evidence of the reason for the absence.

Further, to be entitled to payment for those days the worker must be otherwise entitled to paid leave for those days.

- What is a shift worker entitled to? 22.4 A shift worker may be required to work when rostered, as part of his/her ordinary roster, on a public holiday as part of the normal operational requirements of Delta Electricity and:
- (a) shall be paid for public holidays in accordance with clause 11, Shift Work; and
 - (b) shall not be entitled to be paid if absent without approval or reason when the shift worker's normally rostered shift falls on a public holiday.
- Are public holidays paid during a period of absence? 22.5 An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:
- (a) approved leave without pay not exceeding 20 consecutive days or shifts
 - (b) approved personal leave without pay.

23. Standby Allowance

Who is entitled to the allowance?	23.1	Employees who are required to be available for emergency and/or breakdown work at any time and are required to remain in communication must be paid standby allowance. These employees are termed "approved employees".
	23.2	Standby work includes: <ul style="list-style-type: none">(a) restoring continuity of supply(b) returning to safe and proper operating condition any plant or equipment that has broken down in service, or is likely to break down(c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.
Work not included	23.3	Standby work does not include: <ul style="list-style-type: none">(a) overtime that was arranged before an employee's ordinary finishing time; and/or(b) work which does not involve an emergency or breakdown situation.
How much is the allowance?	23.4	Standby allowance is as provided for in Item 28 of Appendix 1.
Payment of Overtime Worked when Called Out - Day Workers	23.5	"Approved" day workers who are called out and required to work overtime must be paid in accordance with clause 12, Overtime. They must receive a minimum payment of one hour at double time.
Payment of Overtime when Called Out - Shift Workers	23.6	<p>"Approved" shift workers who are notified after leaving work must be paid in accordance with the said clause 12, if the overtime commences:</p> <ul style="list-style-type: none">(a) two hours or more before their ordinary commencing time:<ul style="list-style-type: none">(i) double time when the overtime merges with their ordinary commencing time(ii) double time, with a minimum of three hours at single time, when the overtime does not merge with their ordinary commencing time.(b) less than two hours before their ordinary commencing time, the appropriate rate provided for in the said clause 12.

Additionally, in the case of non-merging overtime, the appropriate rate in the said clause 12 applies from the time of commencing overtime to the time of commencing the next rostered shift.

Public Holidays	23.7	Employees required to be on standby, in accordance with the provisions of this clause, on a public holiday shall have a day added to their accrued annual leave entitlement.
Standby Availability	23.8	<p>Employees standing by:</p> <ul style="list-style-type: none"> (a) must not be required to be constantly available beyond a period of four weeks if other employees are available for these duties; and (b) must have at least one weekend, comprising two consecutive days, off duty in each four weeks, without reduction in standby allowance if other employees are not available.

24. Travelling Time and Fares

Travel for a Normal Day or Shift	24.1	Employees are required to travel to and from their home and workplace once at their own expense in connection with each ordinary working day or rostered shift.
When can it be claimed?	24.2	Employees cannot claim for any time spent travelling during ordinary hours.
Who can claim?	24.3	Excess travelling time and travel outside a region can be claimed only by employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1 June 1979.
	24.4	Excess fares may be claimed by all employees.
Definitions	24.5	For the purposes of this clause, the regions are: (a) Central Coast – Vales Point power station; (b) Sydney CBD.
	24.6	Excess travelling time and excess fares are based on the extra distance an employee travels when travelling to a location which is further from their home than their normal location.
	24.7	The reference points for calculation of the times and distances Vales Point Power Station and the Sydney Office building.
Travel outside a Region	24.8	Employees required to travel outside a region must be paid for travel between regions, at time and one half (for all time outside normal hours) based on 2 hours between Central Coast and Sydney. Travel to other locations must be paid at time and one half based on a reasonable time for travel to the location from the employee's region. If an employee is delayed in their travel by unforeseen circumstances which extends the above times by more than two hours, then their travel time will be the actual reasonable time and they must be paid at time and one half. Employees required to travel between regions after completing work for which penalty rates greater than time and one half will continue to be paid at the higher rate for the travel, provided the travelling is undertaken within a reasonable time after finishing work.

Travel
Associated
with Non-
merging
Overtime

24.9 Employees required by Delta Electricity to use their private motor vehicle to travel will be paid the rate as provided for in Item 30 of Appendix 1. Travel will be based on the actual distance required to be travelled.

24.10 Employees required to work non-merging overtime must be paid at overtime rates from the time they leave their home until they return home.

25. Working Away from Principal Location

Overnight Absence from Home	25.1	When Delta Electricity requires employees to transfer to a temporary location, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight. Under these circumstances, Delta Electricity must also pay each employee an allowance as provided for in Item 31 of Appendix 1 for each night's absence.
	25.2	Alternatively, employees may arrange their own accommodation. Delta Electricity must pay them the reasonable expense level determined from time to time by the Australian Taxation Office (ATO) for the location.
Travel by Train	25.3	If employees have to travel by train to or from distant jobs, Delta Electricity must provide them with: (a) a first class rail ticket for travel in the daytime; and (b) a sleeping berth if the travel has to be overnight.
Returning Home after Extended Periods Away	25.4	Delta Electricity must allow employees who are away from headquarters for an extended period of time to return home: (a) daily or at each weekend if the location of the temporary location makes it practicable; or (b) every third weekend if daily or weekend return is impractical. Travel between temporary location and home other than the first and last journeys must be in the employee's own time; or (c) more frequently if Delta Electricity considers it economical.
	25.5	Employees returning home from their temporary location on approved weekend travel must be provided with: (a) first class return rail travel or an equivalent; and (b) a meal allowance as provided for in Item 32 of Appendix 1 for each forward and return journey, only if they have worked the full ordinary hours at the temporary location on the day of travel.

One Day Trip Meal Allowance	25.6	Where Delta Electricity requires employees to work away from their normal location and to travel to and from the new location on the same day, and if the employee arrives home after 7.00pm, it must pay them the reasonable cost of an evening meal, upon provision of a receipt, up to the maximum provided for by the ATO for an evening meal.
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26. Local Workplace Flexibility

Flexibility

- 26.1 Delta Electricity and employee/s covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) within the span of hours for day workers, work may be extended outside of the ordinary hours for that day and the number of additional hours worked taken off at a later time. including extension of work outside;
 - (iii) meal break provisions;
 - (b) the arrangement meets the genuine needs of Delta Electricity and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by Delta Electricity and employee.
- 26.2 Delta Electricity must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 26.3 Delta Electricity must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in

relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences.

26.4 Delta Electricity must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

26.5 Where the individual employee's understanding of written English is limited, Delta Electricity must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

26.6 Delta Electricity or the employee may terminate the individual flexibility arrangement:

- (a) by giving at least three (3) months written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

26.7 The employee will be advised that they may be represented by their relevant Union.

- (a) Where the employee chooses to be represented by their Union, Delta Electricity must enter into consultation with the relevant Union/s at least seven (7) days or as otherwise agreed, prior, to entering into an arrangement with the employee.
- (b) To avoid any doubt, the relevant Union is not required to approve or consent to any flexibility arrangement with the employee.
- (c) Delta Electricity shall not disclose the name of the employee without their consent.
- (d) Notification to the Union/s shall include the details of the classification affected.

26.8 Any party may deal with any difficulties arising under this clause in accordance with Clause 27, Grievance and Disputes Procedure.

27. Grievance and Disputes Procedures

27.1 If a grievance or dispute relates to:

- (a) a matter arising under this Enterprise Agreement; or
- (b) a matter pertaining to the relationship between Delta Electricity and employees covered by this Enterprise Agreement; or
- (c) “general protections” provided for in the Fair Work Act 2009 (“the Act”); or
- (d) National Employment Standards detailed in the Act.

this clause sets out procedures to settle the grievance or dispute.

27.2 (a) This Enterprise Agreement recognises that employees' grievances should be resolved speedily and effectively with factual information, without recourse to industrial action.

(b) It is intended that most issues shall be resolved informally between employees and team leader/s by gathering and understanding the facts and by discussion. An employee/s may be assisted by their employee representative in these discussions.

(c) Except where a genuine safety issue is involved, until the matter is resolved work will continue as normal (which may mean the existing arrangement or an agreed holding arrangement) without interruption and without prejudice to final settlement.

27.3 Employees' work-related grievances are to be dealt with as follows:

- (a) (i) Employees or Union delegates who have a grievance on any issue which is not resolved informally under subclause 27.2 shall then raise the matter with their immediate team leader by email or in writing.
- (ii) The team leader/s shall provide the necessary response by email or in writing as soon as possible but no later than 24 hours following the grievance being raised.
- (iii) If an answer cannot be given within 24 hours, a progress report by email or in writing shall be given at that time.
- (iv) If notice of referral under 27.3(b)(i) has not been given within fourteen (14) days of the response in 27.3(a)(iii) the then grievance shall be considered closed.

- (b) (i) When the grievance has not been resolved to the satisfaction of any party, the issue shall be referred by the team leader to a Business Unit Manager or their representative by email or in writing.
- (ii) The relevant Business Unit Manager or their representative and Union representative shall at the earliest possible time following referral, convene a grievance meeting which shall attempt to resolve the matter.

The meeting should include:

Team leader representative
 Management representative
 Delegate(s) involved in grievance
 Union official(s) or their representative(s); and
 optionally the employee(s) involved.

- (iii) The grievance shall be discussed at the grievance meeting with a view to achieving agreement or resolution.
- (iv) If notice of referral under 27.4 has not been given within fourteen (14) days of the meeting or discussion in 27.3(b)(iii) the then grievance shall be considered closed.

27.4 If following the above processes, an agreement is not reached about the grievance or dispute, and the grievance or dispute remains, then the grievance or dispute shall be dealt with by Fair Work Commission, in the exercise of the powers and functions conferred by this agreement in accordance with the following:

- (a) Notification of the request for dispute resolution shall be made to the Fair Work Commission Registry;
- (b) If the grievance or dispute is brought before Fair Work Australia, then Fair Work Commission is to deal with the grievance or dispute in the first instance by conciliation or by making recommendations or expressing an opinion;
- (c) If the grievance or dispute is not resolved by conciliation, and the Member certifies that the grievance or dispute cannot be resolved by conciliation, then the grievance or dispute, or any remaining part of it, may be resolved and determined by arbitration.
- (d) The functions and powers in subdivisions A, B and D

of Division 3 of Part 5-1 of the FW Act may be exercised by Fair Work Commission to conciliate and/or arbitrate.

- (e) Subject to any appeal which may lie from the decision of the single Member of Fair Work Commission in arbitration, to a Full Bench of Fair Work Commission, the determination by arbitration, or in any appeal, shall be final and binding on the parties to this agreement and any person bound by the agreement;
- (f) The President may select different persons, Members of the Commission, to conduct the conciliation and/or arbitration. However, the same Member will normally conduct both the conciliation and arbitration, subject to a party objecting to the same member doing so;
- (g) The functions and powers in subdivision E of Division 3 of Part 5-1 of the FW Act may be exercised by Fair Work Commission to determine any appeal;
- (h) The parties may be represented at any stage of, or in any part of, the above process by their chosen representative;
- (i) The exercise of any power or function under this sub-clause is subject to the requirements of s 739(5) of the FW Act.

28. Redundancy

Redundancy

28.1 Redundancy may occur when:

- (a) The duties or function performed by an employee or group of employees is no longer required to be performed;
- (b) The introduction of new technology;
- (c) Reorganisation or changed work processes;
- (d) Delta no longer requires the employees' duties to be performed because of changes to operational requirements;
- (e) The closure of the business.

28.2 Wherever Delta Electricity is giving serious consideration to the introduction of changes which may result in redundancies, Delta will notify employees likely to be affected and their Union(s) of the decision and undertake a process of consultation in accordance with Clause 3 of this Enterprise Agreement.

28.3 Wherever possible an employee that volunteers for redundancy shall be selected for redundancy in preference to an employee who has not volunteered for redundancy having regard to:

- (a) The number of positions which have been determined to be redundant;
- (b) The skills mix of the employees who have expressed an interest in accepting voluntary redundancy;
- (c) The skills mix required by Delta Electricity to maintain its ongoing operations.

28.4 Redundant employees will be provided with a statement of service detailing their period of service with Delta Electricity, their classification and comment stating that termination was caused by redundancy.

28.5 Where employees are declared redundant (either voluntarily or compulsory) the minimum payment shall be:

- (a) four weeks' notice or payment in lieu; plus
- (b) an additional week's notice or pay in lieu for employees aged 45 years and over with two or more years of completed service; plus
- (c) severance pay at the rate of three weeks per year of continuous service with a maximum of 52 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis; plus
- (d) the benefit allowable as a contributor to a retirement fund.

28.6 Those employees who terminate employment within the time nominated by Delta Electricity, will be entitled to the following additional payments:

- (a) less than 1 years service: 2 weeks' pay
- (b) 1 year and less than 2 years service: 4 weeks' pay
- (c) 2 years and less than 3 years service: 6 weeks' pay
- (d) 3 years service and over: 8 weeks' pay

29. Anti-Discrimination

Anti-Discrimination

- 29.1 It is the intention of the parties bound by this Enterprise Agreement to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, gender, marital status, religion, disability, sexuality, transgender identity, age and responsibilities as a carer.
- 29.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Enterprise Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Enterprise Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 29.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 29.4 Nothing in this subclause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-discrimination Act 1977*;
 - (d) a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 29.5 Subclauses 29.1 to 29.4 of this clause do not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this subclause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation;
- (b) Section 56(d) of the *Anti-Discrimination Act 1997* provides:

“Nothing in this Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

30. Miscellaneous

Labour Hire and
Contractor
Occupational
Health and Safety

- 30.1 (a) For the purposes of this subclause, the following definitions shall apply:
- (i) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.
- (a) If Delta Electricity engages a labour hire business and/or a contract business to perform work wholly or partially on Delta Electricity’s premises, Delta Electricity shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe working method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of

any risks identified in the workplace and the procedures for control of those risks.

- (b) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon labour hire businesses arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Disputes
Regarding the
Application of this
Clause

- 30.2 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to clause 27, Grievance and Disputes Procedure.

31. Union Arrangements and Delegates' Rights and Responsibilities

	31.1	<p>The provisions of this clause apply to:</p> <ul style="list-style-type: none">(a) UnionsNSW and Power Industry Unions entitled under their Rules to represent the interests of employees covered by this Agreement; and(b) Employee/s whose Union has advised Delta Electricity in writing that the employee/s have been elected or nominated by their Union as a delegate for the members of that Union.
Holding of Meetings on Delta Electricity's Premises	31.2	<p>Subject to the provisions of Parts 3-4 of the <i>Fair Work Act</i> 2009, permission to hold any meeting on any of Delta Electricity's premises must be requested by the Union(s) concerned.</p> <p>Such a request must be made to the Industrial Relations Manager or the Manager of the location and:</p> <ul style="list-style-type: none">(a) made by the Secretary, Executive Officer or accredited Union representative of the Union(s); and(b) in writing whenever practicable or verbally where there is not enough time; and(c) within reasonable time before the proposed meeting. <p>The request must include:</p> <ul style="list-style-type: none">(d) the purpose of the meeting; and(e) the time and place of the meeting; and(f) the estimated duration of the meeting. <p>Should a request for such a meeting be approved, the lunch room or other meeting facilities may be used within the time agreed upon by the manager and the person making the request.</p> <p>Should a request for such a meeting not be approved, the meeting must not be held on Delta Electricity's premises.</p> <p>Unless approved by the Chief Executive, employees must not be paid for time lost attending such meetings.</p>
Delegate Rights	31.3	<p>In addition to the rights concerning victimisation in the relevant legislation, Delta Electricity recognises that Union delegates:</p> <ul style="list-style-type: none">(a) may make representations to management on behalf of their Union's members;

- (b) will be given access to reasonable information about such representations;
- (c) will be provided with reasonable use of Delta Electricity facilities including telephone, computer and accessories (including reasonable use of e-mail and internet), facsimile, photocopying, stationery and a Union notice board;
- (d) will be given reasonable paid time to:
 - (i) prepare for consultations with and make representations to management, including discussions with their Union's members;
 - (ii) participate in conferences concerning matters affecting their Union's members, including matters before an industrial tribunal
 in accordance with the agreed arrangements;
- (e) will be given paid leave in accordance with the agreed arrangements, including for attendance at accredited Union education and training for delegates, Union conferences and forums;
- (f) will be given reasonable unpaid leave to work with the Union.

NOTE: The reference to "their Union's members" in paragraphs (a) and (d) includes representing a member of another Union where agreement between Delta Electricity and the respective Unions is reached to enable such representation.

Delegate Responsibilities

31.4 A delegate's responsibilities include to:

- (a) consult with their Team Leader whenever they propose to undertake their role as a delegate in exercising any of the rights above, except with respect to clause 31.3(c) when advice to the Team Leader is sufficient;
- (b) recognise that work priorities as determined by their Team Leader take precedence over the exercise of the above rights;
- (c) adhere to the process of Clause 27, Grievance and Disputes Procedures.

Union Delegates – Payment for Attending Meetings

31.5 The parties to the Enterprise Agreement acknowledge and remain committed to the arrangements introduced in February 2006 concerning delegates attending conferences and Industrial Relations Commission of New South Wales/Fair Work Australia matters, unless otherwise agreed to.

APPENDIX 1.

The following are the rates of allowances payable under this Agreement:

Item	Clause	Description	Basis (hour/week/ occurrence)	Current Rate	First pay period on or after 1-Jan 2019	First pay period on or after 1-Jan 2020	First pay period on or after 1-Jan 2021	First pay period on or after 1-Jan 2022
1	4.3(a)(i)	Locations Allowance 1	Week	\$ 114.36	\$118.36	\$122.51	\$126.79	\$130.59
2	4.3(a)(i)	Locations Allowance 2	Week	\$ 92.50	\$ 95.74	\$ 99.09	\$102.56	\$105.64
3	4.3(a)(i)	Locations Allowance 3	Week	\$ 140.02	\$144.92	\$149.99	\$155.24	\$159.90
4	4.3(a)(i)	Locations Allowance 4	Week	\$ 135.33	\$140.07	\$144.97	\$150.04	\$154.54
5	4.3(a)(i)	Locations Allowance 5	Week	\$ 124.29	\$128.64	\$133.14	\$137.80	\$141.93
6	4.3(a)(ii)	Locations Allowance 6	Week	\$ 45.97	\$ 47.58	\$ 49.24	\$ 50.97	\$52.50
7	4.3(b)	ATAR	Week	\$ 12.70	\$ 13.14	\$ 13.60	\$ 14.08	\$14.50
8	4.3(c)	ATAR	Week	\$ 12.70	\$ 13.14	\$ 13.60	\$ 14.08	\$14.50
9	4.3(d)	Occupational Nursing Certificate	Week	\$ 40.71	\$ 42.13	\$ 43.61	\$ 45.14	\$46.49
10	4.3(e)	Diploma in Community Nursing	Week	\$ 40.71	\$ 42.13	\$ 43.61	\$ 45.14	\$46.49
11	4.4(a)	Airborne Coal Dust	Hour/Part Hour	\$ 2.59	\$ 2.68	\$ 2.77	\$ 2.87	\$2.96
12	4.4(b)	Boiler Casing/Gas Ducts	Hour/Part Hour	\$ 2.59	\$ 2.68	\$ 2.77	\$ 2.87	\$2.96
13	4.4(c)	Condenser Waterbox	Hour/Part Hour	\$2.59	\$ 2.68	\$ 2.77	\$ 2.87	\$2.96
14	4.4(d)	Cyclimber Stage inside Furnace	Hour/Part Hour	\$ 2.59	\$ 2.68	\$ 2.77	\$ 2.87	\$2.96

15	4.4(e)	Precipitator Element Compartments (2+ days)	Hour/Part Hour	\$ 2.59	\$ 2.68	\$ 2.77	\$ 2.87	\$ 2.96
16	4.4(f)	Roped Off Asbestos Contaminated Area	Hour/Part Hour	\$ 2.70	\$ 2.79	\$ 2.89	\$ 2.99	\$ 3.08
17	4.4(g)	Using oxyacetylene equipment and/or electric welding equipment	Hour/Part Hour	\$ 2.48	\$ 2.57	\$ 2.66	\$ 2.75	\$ 2.83
18	4.4(h)	Sooting	Hour/Part Hour	\$ 3.49	\$ 3.61	\$ 3.74	\$ 3.87	\$ 3.99
19	4.4(i)	Handling polychlorinated biphenyls	Hour/Part Hour	\$ 2.68	\$ 2.77	\$ 2.87	\$ 2.97	\$ 3.06
20	4.4(i)	Handling polychlorinated biphenyls - during Overtime	Hour/Part Hour	\$ 2.69	\$ 2.78	\$ 2.88	\$ 2.98	\$ 3.07
21	4.4(j)	Proximity to epoxy-based materials in confined space	Hour/Part Hour	\$ 1.17	\$ 1.21	\$ 1.25	\$ 1.30	\$ 1.34
22	4.4(k)	Work within Ash and Dust Pits	Hour/Part Hour	\$ 2.59	\$ 2.68	\$ 2.77	\$ 2.87	\$ 2.96
23	11.7	Early Morning Shift	Shift	\$ 14.91	\$ 15.43	\$ 15.97	\$ 16.53	\$ 17.03
24	11.7	Afternoon Shift	Shift	\$ 53.79	\$ 55.67	\$ 57.62	\$ 59.64	\$ 61.43
25	11.7	Night Shift	Shift	\$ 53.79	\$ 55.67	\$ 57.62	\$ 59.64	\$ 61.43
26	13.1	Meal Allowance on Overtime	Occurrence	\$ 28.91	\$ 29.92	\$ 30.97	\$ 32.05	\$ 33.01

27	13.2	Meal Allowance if Overtime Cancelled	Occurrence	\$ 17.50	\$ 18.11	\$ 18.75	\$ 19.40	\$ 19.98
28	23.4	Standby Allowance	Week	\$ 153.49	\$158.86	\$164.42	\$170.18	\$175.28
29	24.9 (a)(ii)	Travel - between home and Eraring	Kilometre	\$ 0.92	\$ 0.95	\$ 0.99	\$ 1.02	\$ 1.05
30	24.1	Private Use of Motor Vehicle	Kilometre	\$ 0.92	\$ 0.95	\$ 0.99	\$ 1.02	\$ 1.05
31	25.1	Working away from Headquarters	Night	\$ 3.75	\$ 3.88	\$ 4.02	\$ 4.16	\$ 4.28
32	25.5(b)	Travel - Meal Allowance	Each way	\$ 17.76	\$ 18.38	\$ 19.02	\$ 19.69	\$ 20.28

APPENDIX 2

The following allowances, which appeared in the Delta Electricity Employees Award 1996, were deleted from the Delta Electricity Employees Award 1997 as part of the agreement to consolidate allowances under clause 5, Allowances. References are to the clause number of the 1996 Award.

ALLOWANCE	1996 AWARD CLAUSE
Other Locations Allowance	5.1(b)
Occupational Health Nurse certificates	5.1(h)-(k)
Full time First Aid Attendant	5.2(b)(viii)
First aid duties in the field	5.2(b)(ix)
Materials Testing at Vales Point	5.2(b)(xi)
Leading Hand Allowance	5.4
Painting Stacks	5.2(a)(ii)
Stacks with Navigation Lights	5.2(a)(iii)
Boiler Main and Distribution Drums	5.2(a)(viii)
Fabric Filter Compartments	5.2(a)(ix)
Pulverised Fuel Lines	5.2(a)(x)
Morganite Refractory Material	5.2(a)(xi)
Blue Asbestos	5.2(a)(xiii)
Thermal Insulation containing Asbestos	5.2(a)(xiv)
Laggers - Insulation other than Asbestos	5.2(a)(xvi)
Operation of Electric Eel	5.2(a)(xvii)
Insulation other than Asbestos	5.2(a)(xxi)
Spray Painting Applications	5.2(b)(iv)
Operate Steam Cleaning or Greasing Bulldozers	5.2(b)(v)
In charge of plant during meal break	5.2(b)(x)

The following allowances, which appeared in the Delta Electricity Employees Award 1997, were deleted from the Delta Electricity Employees Award 2000 as part of the review of allowances under clause 5, Allowances. References are to the clause number of the 1997 Award.

ALLOWANCE	1997 AWARD CLAUSE
Fabric Filter Compartments - Eraring	5.2 (c)
Dust Removal air Slides – Eraring	5.2 (l)

SIGNATORIES:

Signed for and on behalf of Sunset Power International Pty Ltd t/as Delta Electricity



14/11/18

Stephen Gurney
Company Secretary
C/- Vales Point Power Station
Vales Road
Mannering Park NSW 2259

Signed for an on behalf of employees



14/11/18

Peter Easey
Employee Representative
CFMEU Delegate
Chair – Vales Point Combined Delegates
C/- Vales Point Power Station
Vales Road
Mannering Park NSW 2259



**Vales Point Production Operator
Total Salary Package (TSP)
Agreement
2019**

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2015, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

- | | |
|--|--|
| 1. Relationship to the Delta Electricity Employees Enterprise Agreement 2019 | 1.1 Any reference to the Delta Electricity Employees Enterprise Agreement 2019 shall also be taken to mean any successor Enterprise Agreement negotiated under the provisions of relevant legislation. |
| 2. Previous agreements | <p>2.1 The parties acknowledge that this Agreement represents the conditions and arrangements between the parties, other than those provided for by legislation, the Delta Electricity Employees Enterprise Agreement 2019 or implied by law.</p> <p>2.2 The parties agree that any previous understanding, agreement, arrangements, representation or warranty in relation to any of the matters covered in this Agreement, is replaced by this Agreement and has no further effect.</p> <p>2.3 Specifically, this Agreement rescinds and replaces all previous agreements, commitments and arrangements including but not limited to:</p> <ul style="list-style-type: none">• the provisions of Exhibit 3 in IRC matters 1230, 1371 and 1373 of 1991 (Annualised Salary and Shift Self Containment));• MFI-15 in proceedings IRC proceedings 06/3557;• the Letters which includes correspondence dated 5 November 2007 (or correspondence in similar terms to the correspondence of 5 November 2007 and 6 June 2008) issued to Operators and the CFMEU• the 6 Panel MOU (and any previous versions of the 6 Panel MOU);• MFI-33 in proceedings IRC proceedings 06/3557;• CCOM (and any previous versions of CCOM);• all previous Annualised Salary Agreements and TSP Agreements including the Production Central Coast Total Salary Package – V2 Operators; and• Vales Point Production Operator Total Salary Package (TSP) Agreement 2015 |

Vales Point Production Operator Total Salary Package (TSP) Agreement 2019

3. Extent and Payment
- 3.1 This agreement shall only apply to the employees named in Annexure A. All other existing Production Operators (i.e. former CCOM2010 defined 4.0(b) Production Operators) and new entrants will be paid in accordance with the provisions of the Delta Electricity Employees Enterprise Agreement 2019.
- 3.2 Employees will be paid a base rate according to the skills that they hold based on the applicable Production Operator Skill Development Model (POSDM).
- 3.3 Employees accredited with any of the following modules;
- Module 10 - Munmorah Boiler
 - Module 11 - Munmorah Turbine
 - Module 23 - Panel Operations Dual Site
- as at the date of this agreement will continue to have those modules recognised for the purpose of payment under Clause 3.2.
- 3.4 Employees to whom this agreement applies will receive a Total Salary Package (TSP).
4. Definition
- 4.1 The TSP is a consolidation of various Enterprise Agreement shift work provisions to a percentage and paid for defined purposes.
- 4.2 The percentage is applied to the Production Operator's salary point according to their appointment.
- 4.3 The specific Enterprise Agreement conditions (Clauses 11.6 -11.20), which are included in the TSP rate, are:
- a) Roster Loading
 - b) Shift Allowances
 - c) Weekend Penalties
 - d) Public Holiday Penalties
- 4.4 Other allowances and overtime will be paid in accordance with Enterprise Agreement provisions.
5. Purpose
- 5.1 The purpose of the TSP is to afford flexible utilisation of operating employees while providing the group with a constant and predictable income
6. Protection
- 6.1 Production Operators named in Annexure A to this agreement will continue to be paid a loading of 37.7% in lieu of the conditions in 4.3 for the duration of this agreement.
- 6.2 Should a Production Operator:
- a) refuse a reasonable request to move from Support to Core or Day to Support or Day to Core) where not less than four (4) weeks' notice is given (this does not affect any changes of roster or shift in accordance with Clause 11.29 of the Delta Electricity

Employees Enterprise Agreement 2019); or

- b) be moved to an alternate group due to performance issues (and in which the Production Operator has been given reasonable time and opportunity to address); or
- c) in the case of conduct issues, that are repeated or sufficiently serious to reasonably justify movement to an alternate group and consistent with the Delta Corporate Standard for Discipline (DES PE 001-13) or such other disciplinary policy in place from time to time;

then the protections afforded by Clause 6.1 will cease to apply to the said Production Operator and the TSP rate shall be calculated by reference to the roster in place at the time.

7. Application

7.1 The rate is paid for:

- Time worked
- Annual Leave Personal/Carers Leave (subject to clause 7.2) and Long Service Leave (subject to clause 9 re Long Service Leave)
- "H" days
- Training
- Secondments
- Workers compensation accident pay make-up

7.2 The TSP rate will only be paid for all Personal/Carers Leave up to 3 months per year (on a rolling 12 month basis). Delta does not seek to disadvantage those employees with a serious and diagnosed medical condition which may require longer periods of recovery and/or treatment. To that end, the 3 months per year may be extended, or not applied, at the discretion of Delta in consultation with the employee and the employee (including with the involvement of the employee's Union or employee representative, if the employee chooses) agreeing to Delta making all reasonable enquiries and to being examined by a medical profession of Delta's choosing, if required.

8. Shifts for Superable Salary

8.1 The following shifts will be counted for the purpose of determining the loading for superable salary:

- time worked
- all leave
- LSL taken in service
- Absence on workers compensation

Vales Point Production Operator Total Salary Package (TSP) Agreement 2019

9. Long Service Leave

9.1 Long Service Leave Balances

LSL balances, both TSP and Non-TSP, at the commencement of this agreement will be provided to all operating employees. Further accruals of LSL will be calculated and apportioned at the TSP Rate applicable at the accrual time.

9.2 Payment on termination

The balance of untaken TSP LSL for all employees covered by this agreement will be paid at the appropriate TSP rate on termination. Untaken non-TSP LSL will be paid at the base rate.

9.3 Taking LSL

LSL taken in accordance with the above will be rostered, then approved by management. Any subsequent shortfall in staffing will be accommodated in priority by:

- shift changes (refer clause 12 Flexibility);
- overtime as a last resort.

10. Accrual of Annual Leave and Long Service Leave

10.1 TSP rates for accrual of leave shall be understood to be so accrued at the rate applicable at the time of accrual.

10.2 Leave taken shall be deemed to use balances at the highest rate first.

11. Accrual of Public Holidays

11.1 Production Operators rostered to the Core team will have the benefit of Clause 11.39 (c) of the Delta Electricity Employees Enterprise Agreement 2019.

11.2 Production Operators rostered to the Support team, will observe public holidays when rostered on to Afternoon and Night Shifts on the day of the public holiday in accordance with Clause 11.23 of the Delta Electricity Employees Enterprise Agreement 2019.

11.3 Production Operators rostered to the Day team, will observe the public holiday when rostered on the day of the public holiday in accordance with Clause 11.23 of the Delta Electricity Employees Enterprise Agreement 2019.

11.4 The following teams will observe the Public Holiday when it falls (refer to Delta Electricity Employees Enterprise Agreement 2019 Clause 11.23):

- Support Team when on afternoon and night shifts
- Day Team

12. Flexibility

12.1 The Shift Manager will be responsible for rostering arrangements on shift to ensure flexible utilisation of all shift staff.


This will include temporary transfers between shifts to meet staffing requirements. Such transfers will be on a voluntary basis, however if there are no volunteers, the Shift Manager may require an operator to transfer in accordance with the Enterprise Agreement.

Vales Point Production Operator Total Salary Package (TSP) Agreement 2019

13. Issues Resolution
- 13.1 In the event of a dispute, the parties agree that the dispute will be dealt with under Clause 27 Grievance and Disputes Procedure of the Delta Electricity Employees Enterprise Agreement 2019.
14. Termination
- 14.1 This Agreement shall have a nominal term the same as provided for by Clause 2.4 of the Delta Electricity Employees Enterprise Agreement 2019.
- 14.2 Within the nominal term this Agreement can only be modified or terminated by agreement between the parties.
- 14.3 This agreement will terminate and cease to be operative as at the date that the Delta Electricity Employees Enterprise Agreement 2019 is terminated, rescinded or replaced.
- 14.4 At the point that this Agreement is terminated, the provisions of the relevant industrial instrument then applying to the Production Operator's employment will apply (i.e. an Enterprise Agreement or other such industrial instrument).

Annexure A

Angus S.	Hill M.	Regan P.
Bagster S.	Holmes S.	Rich H.
Baldwin M.	Jenkins B.	Rostron P.
Banks T.	Johnson R.	Sloane M.
Birdsall G.	Kime G.	Taylor L.
Brand J.	Mackay G	Treherne D.
Brind A.	McPhan G.	Trevithick W.
Darbin P.	Phillips D.	Walker B.
Grieves T.	Phillips J..	Warren G.
Hanson M.	Phillips T.	Winn M.

Procedure Name:	Production Operator Skill Development Model	Date:	5 October 2018	
Procedure Number:	DES PE 001-44	Version:	1.0	
Business Unit:	Production	Contact:	David Morris	

Production Operator Skills Development Model (POSDM)

1. Purpose

The purpose of the Production Operator Skills Development Model (POSDM) is to provide a framework to:

- clearly outline the required competencies and duties for Production Operators at Delta Electricity;
- clearly identify career progression pathways, and;

This POSDM replaces all previous models and payment structures for Production Operators.

2. Scope

Delta Electricity has a range of varying business needs which requires flexible working arrangements to best meet these needs.


Within the Production Operating Group, these arrangements will include:

- Employees allocated to operating teams undertaking Production Operator duties;
- Prioritising and allocation of areas of responsibility for Production Operator employees on any given day, and;
- Additional trained employees, not allocated to operating teams, undertaking Production Operator duties as business needs arise.

The POSDM covers employees in the following roles:

- Production Operators allocated to operating shift teams who undertake Production Operator duties;
- Production Operators based in Maintenance Workshops, who undertake Production Operator duties as business needs arise;
- Production Operators based in other teams, who undertake Production Operator duties as business needs arise;
- Employees who are trained under the provisions of the POSDM, who maintain their existing classification and rate of pay (to a maximum of SP26) and undertake operating duties as business needs arise. The maximum of SP26 shall not apply where;
 - an employee is redeployed under circumstances outlined in cl. 28,1 (a) – (d) of the Delta Electricity Employees Enterprise Agreement 2019. This clause is not intended to replace the provisions or operation of clause 28;
 - an employee, who holds operating skills; and there is recognition, in writing, by Delta and the employee that the employee is not on a path to appointment

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Business Unit:	Production	Contact:	David Morris	

as a Production Operator; and the employee is directed to utilise those operating skills.

Other roles may be covered in the future, based on management review and stakeholder consultation.

Provision is not made in the POSDM for the following substantive roles:

- Shift Managers; and
- any other positions outside of the Production Operator structure across Delta Electricity (not identified above).

3. Definitions

For the purposes of this procedure and unless otherwise stated, the following definitions apply:

Assessment: This is the process of collecting evidence and making judgements on whether competence has been achieved. This confirms that an individual can perform to the standard expected in the workplace as expressed in the nationally endorsed competency standards (where they exist), on competency standards developed by relevant industry, enterprise, community, internally (within Delta) or professional groups, or on outcomes of accredited courses if there are no relevant nationally endorsed competency standards.

Back Skilling: When an employee is assessed below their existing salary point they are deemed to not have the required skills for that level of pay. These skills are required to be attained before they can progress through the model.

Competency: Competency is the ability (knowledge, skills and attitudes) to perform tasks and duties to the standard expected in employment. Competency focuses on what is expected of an employee in the workplace rather than on the learning process, and embodies the ability to transfer and apply skills and knowledge to new situations and environments.


Evidence: Evidence collected may be direct, such as observation of workplace performance, indirect, such as formal testing, or supplementary, such as references from employers. Evidence is used by an assessor to make a judgement about whether an employee is competent.

POSDM Committee: The committee will be convened by the Manager Production and include a mix of representatives from key stakeholder groups for the purpose of reviewing the POSDM on a regular basis.

Recognition of Prior Learning (RPL)

This involves the assessment of previously unrecognised skills and knowledge the individual has achieved outside the formal education and training system. RPL is an assessment process that assesses the individual's non-formal and informal learning to determine the extent to which he/she has achieved the required learning outcomes or competency standards.

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4. Responsibilities

Manager Production

- Review and approve/not approve salary submissions in line with the requirements of the POSDM.
- Review and approve recommendations from the POSDM Committee as required.
- Responsible for the oversight and application of this procedure.
- Convener of the POSDM Committee.
- Review overall mix of competencies across the Operating Group.
- Determine business priorities for competency development and communicate to Shift Managers and Human Resources.
- Review and approve/not approve training requests through the ePADA system.
- Authorise competency assessment results.
- Review and endorse/not endorse salary submissions for General Manager review.
- Authority to convene panels to facilitate the appeal process and make recommendations based on their findings.


Shift Managers

- Conduct PADA reviews every 6 months and discuss:
 - employee progress against the POSDM
 - employee career direction; and
 - competency training and development requests.
- Determine, in discussion with the employee, the competencies to be developed in the next PADA period.
- Assist employees in selecting competencies for assessment, where required.
- Assist assessors by providing evidence/verification through the competency assessment process.
- Provide opportunities to utilise competencies held in accordance with business needs.
- Prioritising and allocation of areas of responsibility for Production Operator employees on any given day.

POSDM Committee

- Develop and regularly review Committee Charter (at least every 12 months).
- Conduct regular reviews (at least every 6 months) of the POSDM and, where required, provide relevant feedback/ recommendations to the Manager Production and other relevant stakeholders.
- Develop sub committees (where required) including a Technical Advisory Committee which may review and make recommendations around topics such as national

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training packages, Modules, Delta competencies and the assessment process.

- Reviews may include the following areas:
 - national training packages;
 - Delta specific competency units;
 - Production Operator Modules;
 - assessment tools;
 - training & development requests;
 - appeals process;
 - assessment process;
 - salary progression; and
 - how skills are applied on the job.
- Act as a point of contact for relevant Production Operator staff to raise any questions or issues in relation to the model.


Human Resources Manager

- Monitor and advise POSDM Committee of changes with the National Training Package.
- Coordinate approved training in accordance with the Human Resources Budget.
- Coordinate the upgrade of replaced or superseded competencies as required.
- Facilitate the administration of salary reviews.
- Maintain a register that records which competencies and modules are held by individual employees and the overall competency requirements of the Production group.
- Coordinate the assessment process.
- Ensure the qualifications of assessors are current and recorded in a register.

Employees

- Participate in the PADA process with Shift Manager including:
 - discussing career pathway preferences and identifying relevant required competencies;
 - discussing and identifying competency training and development requests;
 - tracking progress against identified competencies in the POSDM; and
 - discuss use of skills and any requirements to refresh or upgrade
- Participate in the assessment process including selecting competencies to be assessed against and gathering required evidence
- Utilise competencies/ modules held in the POSDM.
- Where competencies require a High Risk Licence (e.g. BB, BI, BA, TO), employees are responsible for ensuring it is renewed as per regulator guidelines. Provide

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updated details to Human Resources.

- Complete upgrade/refresher training where required.
- Participate in Production Operator T-Days and other training as required.

5. Competency Framework

- A Position Description (PD) (Attachment 1) has been developed to outline the primary purpose and major activities to be performed by Operators from SP18.
- Operator Skill Modules (Attachment 3) have been developed to provide details of additional operator skills, which, once attained, are then utilised in addition to the major activities of the Position Description.
- The Model recognises there are no barriers to allowing appropriately trained staff from operating and/or isolating plant.
- Training delivery will be based on training requests and business needs;
- An employee's training will be based on individual training plans and career progression as detailed in the ePADA and subject to any applicable merit selection processes.
- Delta will continue to conduct annual workforce planning, including a review of operational needs, critical skills, projected retirements and long term leave use.
- In conjunction with development plans arising from the ePADA process, Delta will continue to provide training and development opportunities to employees.
- From time to time Delta will conduct plant upgrades as part of its normal business operations. Production Operators will be required to participate in risk assessment/HAZOPs, design (where applicable), implementation and training phases of these upgrades.
- Competencies may be adjusted to Delta's workplace where required and additional Delta specific competencies may be added if necessary, following consultation with the POSDM Committee.


6. Model and Salary Progression

The Model is based on a skill progression model and has a salary range of SP18 to SP34.

A Module List (Attachment 2) outlines the salary point values for each of the skill modules complementing the Position Description.

- Entry to the Model at SP 18 requires a minimum of trade qualifications or equivalent knowledge and/or experience (this allows employees without trade qualifications to apply for entry).
- Entry to the Model at a higher salary point requires back skilling by obtaining modules within the Model, before further salary progression in accordance with the Model is permitted.
- Each person's base salary is determined by adding the salary point values of the accredited modules to the Position Description at SP 18, up to a maximum of SP34.

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- Salary progression is achieved by demonstrating competency and performance within the PD and the relevant module.
- Ability to obtain some modules will be determined in accordance with Attachment 2 and by merit selection processes – specific modules so affected have this requirement duly noted.
- Where modules have a requirement that differs from other held modules, or the PD, then the highest level shall apply.
- PR1 (refer DES PE001-01 Performance Based Salary Review) has been replaced by the module Operator Skills and at equivalent Panel level by the module Operator Skills Advanced – achievement of these salary points requires demonstrating competency and performance in the elements listed in the respective module.
- PR2 (refer DES PE001-01 Performance Based Salary Review) is available in accordance with Delta's Corporate Standard for Performance Based Salary Review.
- Modules may be added, removed or redefined to suit changing business needs and will be reviewed through the POSDM Committee
- Delta will provide a written response to formal requests for salary progression within 20 business days.
- Delta's performance appraisal system (ePADA) will be used by all participants in the Model. ePADA will be used to discuss/review/record:
 - Performance of duties;
 - Skills performed and required including skills maintenance;
 - Training required;
 - Career progression; and
 - Salary progression.

Salary Range: SP18 to SP34 (Core PD starts at SP18)

- Modules 1 to 21A* (inclusive) are available for accreditation between SP 18 and up to and including SP 30
- Modules 22 to 27* (inclusive) are available for accreditation (and are the only modules to be utilised) for the movement between SP31 and SP34
- SP 31 accreditation requires Module 1, 2, 3, 4**, 5, 6, 7, 8, 9, 17, 18, 19 plus at least 1 other module from Modules 10 to 20 (inclusive).
- Module 9 – Operator Skills is a prerequisite to progress beyond SP26
- Module 21 – PR2 not to be used for progression beyond SP30 and cannot form part of module accreditation beyond SP 30 (i.e. does not count for accredited module in the make-up of SP 31 and above)
- * or such other Modules which may be developed and agreed.
- ** Not required for Production Operators (appointed as at the date of this agreement) who have not commenced Module 4 training as at 11 March 2015.

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Once employees have entered the POSDM, they can progress from their initial assessment point through the following process.

- Participate in the PADA process with their Team Leader including:
 - discussing career pathway preferences and identifying relevant skill modules required to progress;
 - requesting relevant training and development and recording in their PADA;
 - receive feedback on whether training & development requests have been approved, based on business needs. Only approved training requests will be considered for assessment and progression through the POSDM; and
 - track progress against identified competencies at each PADA review.
- The employee shall complete the relevant Theory and/or On Shift Projects associated with the respective skill module.
- When it is identified by both the Team Leader and employee that they have completed the required theory and/or On Shift Projects and are ready for any applicable oral quiz, HR should be contacted to arrange an assessment.
- HR will arrange an assessment.
- The assessment will take place and the result will be sent to the relevant Shift Manager for his review and endorsement.
- If the assessment results in the employee achieving the required competencies to gain a salary point, the employee must complete the relevant Module Accreditation Form, providing all relevant competency assessments and copy of their most recent PADA reviews. The completed salary submission should be provided to HR.
- Salary submissions will be sent to the Manager Production for approval. The effective date for approved salary increases will be no more than two weeks after the completed submission was provided to HR by the employee.
- The outcome of this process will be communicated in writing to the employee.
- Where an employee is deemed 'Not Yet Competent' in a skill module, they will be provided with feedback and assistance to progress to a competent level in the future.


7. New entrants to the POSDM

Entry into the model for new employees is via a merit selection process. Typically new entrants will be appointed at the entry level salary point for the role upon successful completion of Module 1 – General Series.

Within the probation period employees must participate in an assessment process to determine which competencies they hold and a recommendation will be made to the Manager Production for appointment at the corresponding salary point within the Model.

There may be situations where it is appropriate to conduct a competency assessment prior to an offer of employment being made and this would form part of the Selection Committee Report which is submitted to the Manager Production.

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8. Appeal process

In the event that an assessment takes place and the employee disagrees with the outcome, the employee may appeal the decision. The employee would be required to advise the Manager Production in writing of the appeal. The Manager Production will form an appeal panel made up of the Manager Production's representative, a HR representative and an Assessor other than one involved in the initial assessment.

The employee will be advised in writing of the outcome of the appeal process within a 30 day period. In the event that the appeal is denied, assistance will be provided to the employee to determine how future progression can be achieved.

9. Ongoing review of POSDM

The POSDM Committee will conduct regular reviews (at least every 12 months) of the Model and provide relevant feedback/ recommendations to the Manager Production.

10. Attachments

The following document links are relevant to the implementation of this procedure:

- 1) Position Description;
- 2) Module List Summary;
- 3) Modules Details;
- 4) Module Accreditation, and;
- 5) Module Evidence Guides.

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Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2019

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2015, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

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|--|-----|--|
| 1. Relationship to the Delta Electricity Employees Enterprise Agreement 2019 | 1.1 | Any reference to the Delta Electricity Employees Enterprise Agreement 2019 shall also be taken to mean any successor Enterprise Agreement negotiated under the provisions of relevant legislation. |
| 2. Previous agreements | 2.1 | The parties acknowledge that this Agreement represents the conditions and arrangements between the parties, other than those provided for by legislation, the Delta Electricity Employees Enterprise Agreement 2019 or implied by law. |
| | 2.2 | The parties agree that any previous understanding, agreement, arrangements, representation or warranty in relation to any of the matters covered in this Agreement, is replaced by this Agreement and has no further effect. |
| | 2.3 | Specifically, this Agreement rescinds and replaces all previous agreements, commitments and arrangements including but not limited to: <ul style="list-style-type: none">• all previous Annualised Salary Agreements and TSP Agreements including the Central Coast Production - Total Salary Package – Coal Plant (2005).• Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2015. |
| 3. Extent and Payment | 3.1 | This agreement shall only apply to employees whilst ever they are employed as Mobile Coal Plant Operators (MCPO). Relief MCPO's will be paid in accordance with the provisions of the Delta Electricity Employees Enterprise Agreement 2019. |
| | 3.2 | Employees will be paid a base rate in accordance with the Mobile Coal Plant Position Description. |
| | 3.3 | Employees to whom this agreement applies will be paid a Total Salary Package (TSP) of 27.3% in lieu of the conditions in 4.3. |

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|--------------------------------|--|
| 4. Definition | <p>4.1 The TSP is a consolidation of various Enterprise Agreement shift work provisions to a percentage and paid for defined purposes.</p> <p>4.2 The percentage is applied to the Mobile Coal Plant Operator's salary point according to their appointment.</p> <p>4.3 The specific Enterprise Agreement conditions (Clauses 11.6 -11.20), which are included in the TSP rate, are:</p> <ul style="list-style-type: none">a) Roster Loadingb) Shift Allowancesc) Weekend Penaltiesd) Public Holiday Penalties <p>4.4 Other allowances and overtime will be paid in accordance with Enterprise Agreement provisions.</p> |
| 5. Purpose | <p>5.1 The purpose of the TSP is to afford flexible utilisation of Mobile Coal Plant Operators employees while providing the group with a constant and predictable income</p> |
| 6. Application | <p>6.1 The rate is paid for:</p> <ul style="list-style-type: none">• Time worked• Annual Leave Personal/Carers Leave (subject to clause 7.2) and Long Service Leave (subject to clause 9 re Long Service Leave)• "H" days• Training• Secondments• Workers compensation accident pay make-up <p>6.2 The TSP rate will only be paid for all Personal/Carers Leave up to 3 months per year (on a rolling 12 month basis). Delta does not seek to disadvantage those employees with a serious and diagnosed medical condition which may require longer periods of recovery and/or treatment. To that end, the 3 months per year may be extended, or not applied, at the discretion of Delta in consultation with the employee and the employee (including with the involvement of the employee's Union or employee representative, if the employee chooses) agreeing to Delta making all reasonable enquiries and to being examined by a medical profession of Delta's choosing, if required.</p> |
| 7. Shifts for Superable Salary | <p>7.1 The following shifts will be counted for the purpose of determining the loading for superable salary:</p> <ul style="list-style-type: none">• time worked• all leave• LSL taken in service• Absence on workers compensation |

8. Long Service Leave

8.1 Long Service Leave Balances

LSL balances, both TSP and Non-TSP, at the commencement of this agreement will be provided to all employees covered by this agreement. Further accruals of LSL will be calculated and apportioned at the TSP Rate applicable at the accrual time.

8.2 Payment on termination

All LSL paid out on termination will be paid at the base rate.

8.3 Taking LSL

LSL taken in accordance with the above will be rostered, then approved by management. Any subsequent shortfall in staffing will be accommodated in priority by:

- shift changes (refer clause 9 re Flexibility);
- utilization of trained or relief mobile coal plant operators (if available);
- overtime as a last resort.

8.4 LSL taken otherwise (ie pre-TSP LSL) will be taken according to current Enterprise Agreement arrangements and above priority.

9. Flexibility


9.1 The Team Leader or Shift Manager will be responsible for rostering arrangements on shift to ensure flexible utilisation of all shift staff.

This will include temporary transfers between shifts to meet staffing requirements. Such transfers will be on a voluntary basis, however if there are no volunteers, the Team Leader or Shift Manager may require a Mobile Coal Plant Operator to transfer in accordance with the Enterprise Agreement.

9.2 Any time in excess of or less than the normal hours accrued in accordance with this provision should be balanced at a mutually convenient time within 12 weeks of such accrual, and paid at the TSP rate. Unless the Mobile Coal Plant Operator concerned requests to defer the balancing beyond this period, such time will be paid out at overtime rates, or worked at the TSP rate, in accordance with the Enterprise Agreement.

9.3 A Mobile Coal Plant Operator who foregoes an opportunity to balance a shift/s within the appropriate 12 week period shall not be entitled to payment at overtime rates for the shift/s concerned. The Mobile Coal Plant Operator will balance the time as soon as practicable, and be paid for such time at the TSP rate.

- | | |
|-----------------------|---|
| 10. Issues Resolution | 10.1 Clause 27 Grievance and Disputes Procedure of the Delta Electricity Employees Enterprise Agreement 2019 Enterprise Agreement shall apply in respect of any dispute related to this Agreement. |
| 11. Termination | <p>11.1 This Agreement shall have a nominal term the same as provided for by Clause 2.4 of the Delta Electricity Employees Enterprise Agreement 2019.</p> <p>Within the nominal term this Agreement can only be modified or terminated by agreement between the parties.</p> <p>This agreement will terminate and cease to be operative as at the date that the Delta Electricity Employees Enterprise Agreement 2019 is terminated, rescinded or replaced.</p> <p>At the point that this Agreement is terminated, the provisions of the relevant industrial instrument then applying to the Mobile Coal Plant Operator's employment will apply (i.e. an Enterprise Agreement or other such industrial instrument).</p> |

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Procedure Number:	DES PE 001-43	Version:	1.0	
Business Unit:	Production	Contact:	Steve Gurney	

Maintenance Employee Competency Model (MECM)

1. Purpose

The purpose of the Maintenance Employee Competency Model (MECM) is to provide a framework to:

- a) clearly outline the competencies required for maintenance employees at Delta Electricity;
- b) assess the competencies held and utilised by employees;
- c) link remuneration to competencies held and utilised by employees; and
- d) map out clear career progression pathways both within and outside of the maintenance group.

This model replaces all previous models and payment structures for maintenance employees.

2. Scope

This model was created through tri-partite cooperation between Delta Electricity, unions and employees.


The MECM covers employees in the following roles:

- Tradesperson – Electrician, Mechanical Fitter and Boiler Maker;
- Powerworkers;
- Painters; and
- other roles may be covered in the future based on management review and stakeholder consultation.

Provision is not made in the MECM for the following roles:

- Mechanics;
- Maintenance Team Leaders;
- Maintenance Planning or Support roles;
- any other positions within the Maintenance structure; and
- any positions outside of the Maintenance structure across Delta Electricity.

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3. Definitions

For purposes of this procedure, unless otherwise stated, the following definitions apply.

Assessment: This is the process of collecting evidence and making judgements on whether competence has been achieved. This confirms that an individual can perform to the standard expected in the workplace as expressed in the nationally endorsed competency standards (where they exist), on competency standards developed by relevant industry, enterprise, community or professional groups, or on outcomes of accredited courses if there are no relevant nationally endorsed competency standards.

Backskilling: When an employee is assessed below their existing salary point they are deemed to not have the required skills for that level of pay. These skills are required to be attained before they can progress through the model.

Competency: Competency is the ability (knowledge, skills and attitudes) to perform tasks and duties to the standard expected in employment. Competency focuses on what is expected of an employee in the workplace rather than on the learning process, and embodies the ability to transfer and apply skills and knowledge to new situations and environments.

Evidence: Evidence collected may be direct, such as observation of workplace performance, indirect, such as formal testing, or supplementary, such as references from employers. Evidence is used by an assessor to make a judgement about whether an employee is competent.

MECM Committee: The committee will be convened by the Maintenance Manager and include a mix of representatives from key stakeholder groups for the purpose of reviewing the MECM on a regular basis.

Recognition of prior learning (RPL)


This involves the assessment of previously unrecognised skills and knowledge the individual has achieved outside the formal education and training system. RPL is an assessment process that assesses the individual's non-formal and informal learning to determine the extent to which he/she has achieved the required learning outcomes or competency standards.

4. Responsibilities

General Manager/Central Coast

- Review and approve/not approve salary submissions in line with the requirements of the MECM.
- Review and approve recommendations from the MECM Committee as required.

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Maintenance Manager

- Responsible for the oversight and application of this procedure.
- Convener of the MECM Committee.
- Review overall mix of competencies across the Maintenance group.
- Determine business priorities for competency development and communicate to Team Leaders and Human Resources.
- Review and approve/not approve training requests through the ePADA system.
- Authorise competency assessment results.
- Review and endorse/not endorse salary submissions for General Manager review.
- Authority to convene panels to facilitate the appeal process and make recommendations based on their findings.


Team Leaders

- Conduct PADA reviews every 6 months and discuss:
 - employee progress against the MECM and career direction; and
 - competency training and development requests.
- Determine, in discussion with the employee, the competencies to be developed in the next PADA period.
- Assist employees in selecting competencies for assessment, where required.
- Assist assessors by providing evidence/verification through the competency assessment process.
- Provide opportunities to utilise competencies held in accordance with business needs.

Competency Assessors

- Must be accredited with a relevant assessment qualification under the National Standard.
- Conduct assessments as per national guidelines.
- Clearly explain the assessment process to employees.
- Provide clear feedback on the assessment outcome.

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MECM Committee

- Develop and regularly review Committee Charter (at least every 12 months).
- Conduct regular reviews (at least every 6 months) of the MECM and, where required, provide relevant feedback/ recommendations to the General Manager/Central Coast and other relevant stakeholders.
- Develop sub committees (where required) including a Technical Advisory Committee which may review and make recommendations around topics such as national training packages, Delta competencies and the assessment process.
- Reviews may include the following areas:
 - national training packages;
 - Delta specific competency units;
 - assessment tools;
 - training & development requests;
 - appeals process;
 - assessment process;
 - salary progression; and
 - how skills are applied on the job.
- Act as a point of contact for relevant Maintenance staff to raise any questions or issues in relation to the model.


Human Resources Manager

- Monitor and advise MECM Committee of changes with the National Training Package.
- Coordinate approved training in accordance with the Human Resources Budget.
- Coordinate the upgrade of replaced or superseded competencies as required.
- Facilitate the administration of salary reviews.
- Maintain a register that records which competencies are held by individual employees and the overall competency requirements of the Maintenance group.
- Coordinate the assessment process.
- Ensure the qualifications of assessors are current and recorded in a register.

Employees

- Participate in the PADA process with Team Leader including:
 - discussing career pathway preferences and identifying relevant required competencies;

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- discussing and identifying competency training and development requests;
- tracking progress against identified competencies in the MECM; and
- discuss use of skills and any requirements to refresh or upgrade
- Participate in the assessment process including selecting competencies to be assessed against and gathering required evidence
- Utilise competencies held in the MECM.
- Where competencies require a High Risk Licence employees (e.g. Forklift ticket) are responsible for ensuring it is renewed as per regulator guidelines. Provide updated details to Human Resources.
- Complete upgrade training where required.

5. Competency Framework

The MECM is built on the principle of payment for skills for which an employee has been deemed competent. The model is aligned to national competencies within the Electricity Supply Industry - Generation Sector Training Package. Competencies may be adjusted to Delta's workplace where required and additional Delta specific competencies may be added if necessary, following consultation with the MECM Committee.

The national competencies applicable to the Model fall within levels 2-5 on the Australian Qualification Framework (AQF).


The Model is made up of a range of competency units, these units are divided into the following sections – Business Drivers, Mandatory and Elective.

- Business Driver Units – these are units that Delta Electricity has identified as competencies that an employee needs, to fulfil his/her duties at certain levels. These increase in complexity as an employee progresses through the model.
- Core Units – these are divided into Introductory, Competent and Advanced units. Someone entering the model would start with the introductory units and progress through to the more complex advanced units as their levels of responsibility increase through the model.
- Elective Units – each position will have a large number of elective units to choose from to make up the requirements of each level throughout the model.

Each competency unit is given a numerical weighting, ordinarily falling between 20-100 points, which in conjunction with its Australian Qualification Framework level is a general guide to its level of difficulty.

The MECM Committee will monitor developments with the Electricity Supply Industry - Generation Sector Training Package, including the addition, deletion and amendment of National Competencies and make recommendations to the General Manager/Central Coast

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on variations to MECM where such changes to the model are considered appropriate, having regard to Delta's business interests and skills requirements.

6. Pay rates

Tables have been developed for each role in the MECM which identifies the:

- salary point range for the role;
- pre-requisites for each salary point within the range; and
- number of competency points in each of the three sections (Business Drivers, Mandatory and Elective) required to progress to that level.

These tables can be found in Appendix A of this procedure.

Competencies must be demonstrated prior to a person being assessed as competent and prior to a salary point movement. Utilisation of a competency is a key form of evidence in the assessment process.

If competencies are superseded or replaced in the MECM, employees holding that competency must upgrade or replace that competency within a period of 12 months. If an employee does not upgrade or replace the competency within the 12 month period the relevant unit will be removed from their competency points total and, where applicable, their salary point will be adjusted in line with the MECM.

Employees may request to drop or replace a competency by advising the Maintenance Manager in writing. The Maintenance Manager will assess the request based on business needs and advise of the outcome in writing. If a request is approved and the dropped competency brings the employees points total to below their current salary point in the MECM their salary will be adjusted accordingly. If an employee elects to replace an approved dropped competency they have a three month period in which to be assessed as competent in the new competency, if this is not achieved their salary will be adjusted accordingly.


Should an employee refuse to use a competency for which they have been recognised in the MECM, the points associated with that competency will be removed immediately from their competency total. This will impact the employee's salary point if the removed competency brings the employees points total to below their current salary point in the MECM.

7. Progressing through the Model

Once employees have entered the Model they can progress from their initial assessment point through the following process.

- Participate in the PADA process with their Team Leader including:

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- discussing career pathway preferences and identifying relevant competencies required to progress;
- requesting relevant training and development and recording in their PADA;
- receive feedback on whether training & development requests have been approved, based on business needs. Only approved training requests will be considered for assessment and progression through the MECM; and
- track progress against identified competencies at each PADA review.
- The employee should build an evidence portfolio to demonstrate their competence in each of their chosen units.
- When it is identified by both the Team Leader and employee that they have the required evidence for a unit of competency HR should be contacted to arrange an assessment.
- HR will arrange an assessment.
- The assessment will take place and the result will be sent to the Maintenance Manager for his review and endorsement.
- If the assessment results in the employee achieving the required points to move to the next salary point, the employee must compile a salary submission comprising a completed MECM Salary Review Cover sheet, all relevant competency assessments and copies of their two most recent PADA reviews. The completed salary submission should be provided to HR.
- Salary submissions will be sent to the General Manager/Central Coast for approval. The effective date for approved salary increases will be no more than two weeks after the completed submission was provided to HR by the employee.
- Salary progression within the MECM is dependent on achievement of the required competency units/points and satisfactory PADA reviews in all elements including behavioural and OHS competencies. Copies of the employee's last two PADA reviews must be attached to any salary submission as evidence.
- The outcome of this process will be communicated in writing to the employee.
- Where an employee is deemed 'Not Yet Competent' in a unit they will be provided with feedback and assistance to progress to a competent level in the future. This process will include a discussion between the assessor and employee concerning the appropriate period of time for re-assessment.

8. Movement of existing employees into the MECM

Entry into the model for existing Maintenance employees is voluntary. In entering the model no existing maintenance employee will be disadvantaged.

Employees must indicate their intention to enter the model by participating in the assessment process. The outcome of the assessment process will be communicated to the employee in writing identifying one of the following options:

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- a) the employee is deemed competent at their existing salary point and would progress normally through the model;
- b) the employee is deemed competent above their existing salary point and a recommendation would be forwarded to the General Manager for approval; or
- c) the employee is deemed competent below their existing salary point. While this will not result in any reduction in salary, progression through the model will require a training plan to identify backskill requirements. These backskill requirements would need to be met before the employee can progress through the model.

The MECM commences on 1 July, 2014. Existing employees electing to enter the model prior to the commencement date will have any relevant salary increases made effective from 1 July 2014. Should an existing employee elect to enter the Model after 1st July, 2014 the effective date of any salary increase will be the date that the General Manager approves the salary submission.

Employees who do not enter the model will maintain their current salary point and will be expected to use their existing skill set.

9. New entrants to the MECM

Entry into the model for new Maintenance employees is mandatory. Typically new entrants will be appointed at the entry level salary point for the role.

Within the probation period employees must participate in an assessment process to determine which competencies they hold and a recommendation will be made to the General Manager for appointment at the corresponding salary point within the Model.

There may be situations where it is appropriate to conduct a competency assessment prior to an offer of employment being made and this would form part of the Selection Committee Report which is submitted to the General Manager.


10. Appeal process

In the event that an assessment takes place and the employee disagrees with the outcome, the employee may appeal the decision. The employee would be required to advise the Maintenance Manager in writing of the appeal. The Maintenance Manager will form an appeal panel made up of the Maintenance Manager's representative, a HR representative and an Assessor other than one involved in the initial assessment.

The employee will be advised in writing of the outcome of the appeal process within a 30 day period. In the event that the appeal is denied, assistance will be provided to the employee to determine how future progression can be achieved.

11. Ongoing review of MECM

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The MECM Committee will conduct regular reviews (at least every 6 months) of the Model and provide relevant feedback/ recommendations to the Maintenance Manager and General Manager/Central Coast.

12. Attachments

The following document links are relevant to the implementation of this procedure:

- assessment results template;
- individual competency Evidence Guides; and
- competency points tables.

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TECHNICIAN SALARY PROGRESSION FRAMEWORK

The three position descriptions for Technician's (Level 1, Level 2 and Level 3) are written as a continuous progression and development in skills, knowledge and expertise within this framework.

- Level 1: Entry Level - Technicians provide basic technician services under the supervision of more experienced Technicians whilst developing their skills and knowledge in plant, systems and maintenance.
- Level 2: Competent Level – Technicians at levels “C”, “D” and “E” provide expert service and advice in the areas of monitoring and control systems throughout power station.
- Level 3: Experienced Technician - It is expected that the majority of Technicians at levels “F” and “G” will be Technical Specialists and provide leadership within the Technician group.

Movement between the position descriptions and salary points within each position description will be in accordance with Delta's Standard Procedures for Performance Based Salary Review DES PE001-01 and will be subject to meeting the requirements of the position and Delta Electricity requiring work to be performed at that level.

28									G (PR2)
27								F	
26						E	**		
25					D				
24				C					
23									
22			*						
21		B							
20	A								
SP	Level 1			Level 2			Level 3		

The box marked with a single asterisk would normally be the last point of a 3 point salary band. In the matrix, qualification to progress from box “B” to this point would be exactly the same as that required to move to box “C”. Therefore, normal progression would be A to B to C to D and so on.

The box marked with 2 asterisks would normally be the first point in a 3 point salary band. In the matrix, qualification to progress from box “E” to this point would be exactly the same as that required to move to box “F”. Therefore, normal progression would be E to F to G.

Attachments:

- Position Description - Power Station Technician Level 1
- Position Description - Power Station Technician Level 2
- Position Description - Power Station Technician Level 3

UNION DELEGATES – PAYMENT FOR ATTENDING MEETINGS ETC

The following table summarises the arrangements Delta proposes to introduce concerning delegates attending conferences and IRC matters. The “number of delegates” column is for those who will be paid – attendance by more than the agreed number means some delegates will not be paid by Delta. The arrangements will be monitored over the forthcoming six months.

Type of Matter	Number of Delegates	Payment Arrangements
Union consultation with delegates	As agreed in advance to maximum of 10	Lost wages
Delta/Union Conferences – Delta-wide Issues	Up to 10 as agreed in advance	<p>Within Region – wages for day</p> <p>External to region:</p> <ol style="list-style-type: none"> 1. CC or Western – wages for one day; travel to alternate region in own time; overnight accommodation paid by Delta. Normally a maximum of three delegates from region other than conference location. 2. Sydney – Wages for day; Travel time, taken as time in lieu and based on Award times, when: <ul style="list-style-type: none"> • For CC – meeting extends beyond 4 hours; • For West – meeting extends beyond 2 hours. <p>Attendance on RDO etc – time in lieu based on duration of meeting and travel according to Award times.</p>
Delta/Union Conferences – Issues specific to group – delegates from within Business Unit wherever possible, or otherwise by negotiation	Dependent on issue and according to unions involved	Wages for day
IRC	Dependent on issue and agreed in advance	<p>Newcastle IRC:</p> <ol style="list-style-type: none"> 1. For CC – wages (time in lieu if on RDO etc) for duration of IRC proceeding and 1 hour travel each way

	– normally no more than 5	<p>2. For West – Wages for day (time in lieu if on RDO etc); travel in own time; overnight accommodation paid by Delta.</p> <p>Sydney IRC - Wages for day; Travel time, taken as time in lieu and based on Award times, when:</p> <ul style="list-style-type: none"> • For CC – IRC proceeding extends beyond 4 hours; • For West – IRC proceeding extends beyond 2 hours.
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Notes:

- Delta will continue to pay for up to 10 delegates for meetings/IRC proceedings associated with 19-day month issue;
- Current practice of re-imbursement of cost of rail tickets to continue;
- Use of Delta vehicle limited to delegates traveling between CC and Western regions and IRC proceedings, and is dependent on availability;
- Personal leave forms to be completed when conference is away for normal region.

E McLachlan
23 February 2006

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/8279

Applicant:

Sunset Power International Pty Ltd t/as Delta Electricity


Section 210 – Application for approval of a variation of an enterprise agreement

Undertaking – Section 212

I, Stephen Gurney, Company Secretary have the authority given to me by Sunset Power International t/as Delta Electricity to give the following undertakings with respect to the Delta Electricity Employees' Enterprise Agreement 2019 ('the Agreement'):

1. A shiftworker under clause 17.2(b) of the Agreement shall be as defined by section 196 of the *Fair Work Act 2009* (Cth) for the purposes of the National Employment Standards (NES).
2. In the event of an inconsistency between the terms of this Agreement and the National Employment Standards ('NES'), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

25 November 2021

Date