



**Delta Electricity Employees'
Enterprise Agreement
2023**

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SECTION 1: ABOUT THIS AGREEMENT

1. Title

This is the *Delta Electricity Employees Enterprise Agreement 2023*.

2. Definitions

Some words and phrases have specific meanings. These words and phrases are in *italics* and defined in the Dictionary.

3. Coverage

This *Agreement* has been made between the *Employer*, bargaining agents and *Unions*

This *Agreement* is binding on and covers:

- (a) the *Employer*; and
- (b) all employees of the *Employer* (except for *Senior Executives*); and
- (c) those *Unions* who have given notice pursuant to s183 of the *Fair Work Act 2009* (Cth).

4. Operation

- 4.1 This *Agreement* rescinds and replaces the provisions of the Delta Electricity Employees Enterprise Agreement 2019.
- 4.2 This *Agreement* will operate from 1 January 2023 or seven (7) days after the *Agreement* is approved by the *FWC*, whichever is the later.
- 4.3 This *Agreement* has a nominal expiry date of 31 December 2025.

5. Intention of this *Agreement*

- 5.1 This *Agreement* has many predecessors. This *Agreement* represents an attempt to redraft, in plain English, and in a simpler form and structure, the past enterprise agreements into a new modern easier to understand document.
- 5.2 Other than as is specified below, it is not the intention of this *Agreement* – and the *Agreement* does not and is not to be so interpreted – to remove or to create new benefits and entitlements for employees other than as follows:
 - (a) clause 10 – Casual employment (Casual Nurses);
 - (b) clause 14 – Skills development;
 - (c) clause 15 - Engineering registration;
 - (d) clause 16 – Commitment;
 - (e) clause 19 – Consultative meeting;
 - (f) clause 20 - Consultation about change to hours;
 - (g) clause 21 – Consultation about major change;
 - (h) clause 25.2 – Wage Rates;

- (i) clause 26 - Allowances;
- (j) clause 29.8 - Hours of work;
- (k) clause 32.37 – Maintenance Roster Changes;
- (l) clause 36.12 – Purchased leave;
- (m) clause 44 - Domestic violence leave;
- (n) clause 45 - Jury service;
- (o) clause 47 - Abandonment of employment;
- (p) clause 48 - Medical retirement;
- (q) Dictionary;
- (r) Appendix 1 – Allowance Rates.;

5.3 All *parties* agree to work together to serve the people of NSW by providing a high standard of service at the lowest possible cost. The *Employer* is committed to the continued development of a skilled workforce to provide an effective service.

6. No further claims

During the *life of this Agreement* the *parties* (and/or their representatives and the *Unions*) will make no extra claims for any matters covered by this *Agreement*.

SECTION 2: WORKING ARRANGEMENTS

7. Types of engagement

- 7.1 Employees can be employed on a:
- (a) permanent basis, being either:
 - (i) full-time; or
 - (ii) part-time; or
 - (b) casual basis.
 - (c) fixed term (either full-time or part-time) basis.
- 7.2 Employees will be informed in writing the basis on which they are engaged.

8. Full-time employment

A full-time employee is employed to work ordinary hours in accordance with **subclause 29.1**.

9. Part-time employment

- 9.1 A part-time employee is employed to work ordinary hours that are less than the ordinary hours of full-time employees with *Minimum Engagement Hours*.
- 9.2 The daily hours and days of the week to be worked by part-time employees will be agreed in writing between the *Employer* and the employee.
- 9.3 The employee and their manager may agree, from time to time, to vary the daily hours and days of the week to be worked, including below the *Minimum Engagement Hours* to meet the personal circumstances of the employee. Any variation will be in writing.
- 9.4 Part-time employees will be entitled to overtime where the hours worked:
- (a) exceed their contracted (see **subclause 9.2**) or agreed (see **subclause 9.3**) daily ordinary hours; or
 - (b) are outside the *span of hours*.
- Payment will be at *Overtime Rates*.
- 9.5 Part-time employees accrue and are entitled to entitlements in this *Agreement* on a pro-rata basis.

10. Casual employment

- 10.1 Casual employment is not intended to replace the permanent workforce. Casual employees are typically employed to perform irregular, seasonal or short-term work, including to supplement the permanent workforce such as during outages.
- 10.2 The *Employer* will consult with relevant *Unions* where it proposes to engage casual employees at Vales Point Power Station.
- 10.3 Casual employees are:
- (a) engaged on an hourly basis and paid as such;

- (b) engaged on *Minimum Engagement Hours*;
- (c) paid a casual loading of 25% of their hourly *base rate of pay*. The 25% casual loading is paid in lieu of all other entitlements otherwise available to permanent employees which includes: all paid leave entitlements, notice, redundancy pay and other attributes of permanent employment;
- (d) entitled to payment for:
 - (i) overtime under this *Agreement* when:
 - A. hours worked exceed seven (7) hours a day, or exceed the applicable shift span for Operators;
 - B. hours are worked outside the *span of hours*; and
 - C. the maximum weekly ordinary hours of a full-time employee are exceeded,

paid at *Overtime Rates*; and
 - (ii) penalties, including for weekend work and *Public Holidays*, at the rates set out in this *Agreement*,

all calculated on the *base rate of pay*. The casual loading in **subclause 10.1(c)** is not paid for these hours worked.

Illustration:

Jo, a casual, works three hours overtime. Jo's base rate of pay is \$30 an hour. Overtime for the three hours is paid as follows (with no casual loading):

3 hours x \$30 an hour x double time = \$180

- (e) entitled to an hourly payment for shift work by adding together the following amounts:
 - (i) the hourly *base rate of pay*;
 - (ii) the casual loading in **subclause 10.3(c)** calculated on the hourly *base rate of pay*; and
 - (iii) the applicable shift penalty calculated on the hourly *base rate of pay*.

Illustration:

Jo, a casual, works night shift. Jo's base rate of pay is \$30 an hour. Night shift loading is 20%. Jo's hourly rate is calculated as follows:

\$30, plus

\$7.50 (being 25% casual loading), plus

\$6 (being the 20% night shift loading), equals

\$43.50 an hour for the night shift.

- 10.4 A qualification allowance as provided in **Item 6 of Appendix 1** is payable for ordinary hours of work for a Casual Occupational Health Nurse if they hold an Occupational Health Nursing Certificate or a diploma in Community Health Nursing.

11. Casual conversion

- 11.1 Nothing in this clause derogates from a casual employee any entitlement to casual conversion under the *NES*.
- 11.2 A casual employee engaged on a regular and systematic basis may, within four (4) weeks of completing six (6) months of such employment, provide the *Employer* with a written request to have their casual employment converted to permanent employment.
- 11.3 For the purposes of this clause, 'a regular and systematic basis' means an employee who has worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as either a full-time or part-time employee.
- 11.4 The *Employer* will consult with the employee about the request.
- 11.5 The *Employer* may only refuse a request to convert if it is reasonable to do so.
- 11.6 The *Employer* will respond to all requests made within twenty one (21) days:
- (a) in writing; and
 - (b) where a request is granted, include details of whether the employee will convert to full-time or part-time employment (and the days and hours of work proposed); or
 - (c) where a request is refused, including any reasons for the refusal.
- 11.7 The *Employer* will provide all casual employees with notice in writing of the provisions of this clause prior to their attainment of six (6) months of employment. A failure to provide this notice does not affect any other rights or obligations set out in the clause.
- 11.8 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 the Disputes resolution procedure under **clause 23**.

12. TSP agreements

Vales Point Mobile Coal Plant Operator TSP Agreement 2023

- 12.1 The terms of the Vales Point Mobile Coal Plant Operator *TSP Agreement 2023* will form part of this *Agreement*.
- 12.2 The provisions of the Vales Point Mobile Coal Plant Operator *TSP Agreement 2023* will apply in lieu of **subclauses 32.9 to 32.28, 32.46(c) and 41.11** of this *Agreement*.
- 12.3 Where the Vales Point Mobile Coal Plant Operator *TSP Agreement 2023* is terminated in accordance with its terms, all provisions of the Vales Point Mobile Coal Plant Operator *TSP Agreement* will cease to be operative and the provisions of **subclauses 12.1 and 12.2** will have no effect and Mobile Coal Plant will be paid in accordance with this *Agreement* (or the relevant industrial instrument applicable at the time).

Vales Point Production Operator TSP Agreement 2023

- 12.4 The terms of the Vales Point Production Operator *TSP* Agreement 2023 will form part of this *Agreement*.
- 12.5 The provisions of the Vales Point Production Operator *TSP* Agreement 2023 will apply in lieu of **subclauses 32.9 to 32.28, 32.46(a), 32.46(c) and 41.11** of this *Agreement*.
- 12.6 Where the Vales Point Production Operator *TSP* Agreement 2023 is terminated in accordance with its terms, all provisions of the *TSP* Agreement will cease to be operative and the provisions of **subclauses 12.4 and 12.5** will have no effect and Production Operators will be paid in accordance with this *Agreement* (or the relevant industrial instrument applicable at the time).

SECTION 3: EMPLOYMENT MATTERS

13. Calculation of service

In calculating service, the *Employer* will 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 twenty (20) consecutive working days or equivalent hours of shifts;
- (e) periods of approved leave without pay exceeding twenty (20) consecutive working days or shifts which the *Employer* has specifically authorised to be counted as service;
- (f) periods of absence from work due to incapacity resulting from injury as defined in s 4 of the *Workplace Injury Management and Workers Compensation Act 1998*, for which the employee receives a payment under that workers compensation legislation;
- (g) periods of service as an employee on probation; and
- (h) part-time employment, calculated on a pro rata basis.

14. Skill development

14.1 The *Employer* has adopted the skill development programs for the following classifications:

Powerworker	Maintenance Employee Competency Model (MECM)
Tradesperson	Maintenance Employee Competency Model (MECM)
Technicians	Technician Salary Progression Framework
Operator	Production Operator Skills Development Model (POSDM)

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

14.3 Within 3 months of the commencement of this *Agreement*, the *parties* are committed to commencing a review of the Technician Salary Progression Framework to provide a single framework for skills development and salary progression for electrical fitters and technicians.

14.4 The following Standard Procedures (excluding any attachments to the Procedures or references to other policies and/or Standard Procedures) will form part of this *Agreement*:

- (a) Maintenance Employee Competency Model (MECM) DES PE 01-43;
- (b) Production Operator Skills Development Model (POSDM);
- (c) Technician Salary Progression Framework (which shall only apply to those employees appointed to the position of 'Technician' as at the date of the making of this *Agreement*).

- 14.5 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.
- 14.6 The *parties* are committed to providing nationally recognised qualifications for employees and, to the extent possible, will align competencies within these models to facilitate qualifications within the AQF framework.

15. Engineering Registration

- 15.1 Where an employee is appointed to an engineering position and either; the employee in that position is required by legislation or the employee seeks, to be accredited, the *Employer* will:
- (a) recognise both RPEng ('Registered Professional Engineer' accreditation with Professionals Australia) and CPEng ('Chartered Professional Engineer' accreditation with Engineers Australia) as having met the minimum standard for engineer's accreditation unless otherwise provided by legislation;
 - (b) acknowledge that it is a matter for the employee to decide which organisation to achieve their accreditation through and will not select or encourage a preferred provider;
 - (c) on presentation of an invoice from an accredited organisation, reimburse the initial professional registration fees;
 - (d) once an engineer has achieved accreditation, pay the employee up to \$500 per annum (inc. GST), upon presentation of an appropriate receipt/s, towards the reasonable costs associated with maintaining such accreditation, including professional development training/course fees associated with maintaining the registration; and
 - (e) subject to business requirements at the time, grant reasonable paid leave, to attend or participate in relevant professional development courses or events in order to meet the required professional development hours to maintain accreditation.
- 15.2 Should legislation require engineer registration in NSW, the *Employer* will support any employee to comply with the relevant legislative requirements and the employee will take all steps to meet the requirements.

16. Commitment

- 16.1 The *Employer* is committed to:
- (a) continually improving its policies, strategies, and initiatives for enabling employee's physical, psycho-social, and mental safety and wellbeing while they are at work;
 - (b) providing employees with relevant skills and knowledge through training, leadership practice and supervision;
 - (c) developing a socially responsible, inclusive, collaborative and supportive leadership culture;
 - (d) consulting and collaborating with employees, unions and employee representatives in accordance with the Consultation provisions and work health and safety consultative practices such as committees, work groups, and health and safety representatives;
 - (e) promoting awareness, understanding and commitment to policies, strategies and initiatives that focus on identification, elimination or control of workplace hazards and the prevention of harm, injury or illness;
 - (f) providing confidential and safe avenues for employees to report their concerns and needs, including trained and nominated reporting officers and external services, where appropriate;
 - (g) dealing with matters with appropriate sensitivity, efficiently, fairly and confidentially.
- 16.2 Employees are committed to:
- (a) working with the *Employer* in achieving and delivering its business objectives;
 - (b) providing excellent customer service, promoting high achievement and behaving honestly and with respect and integrity;
- 16.3 Employees must:
- (a) work up to their skill level, competence and training within the classification description and salary range listed in **clauses 24.1 and 24.2**;
 - (b) comply with all lawful and reasonable directions given by the *Employer*;
 - (c) only use information of a commercial or confidential nature in an authorised manner; and
 - (d) in respect of work health and safety:
 - (i) comply with all safety directions, policies and procedures and *WHS Act*;
 - (ii) promptly raise and inform relevant supervisors and or managers about any concerns about safety.

- 16.4 Employees must, as directed, carry out lower-graded work that is temporarily required. The employee will not be paid less than their *appointed salary point* while undertaking lower-graded work.

17. Higher grade work

- 17.1 Employees must carry out work at a higher grade (higher grade work) as directed by the *Employer* provided it is reasonable and practicable for them to perform such work.

Payment for higher duties

- 17.2 Employees will be paid *higher-grade pay* if they are directed to carry out higher-graded work for one (1) hour or more in any one (1) day or shift.
- 17.3 Employees who work at a higher grade for more than a half-day or shift will be paid *higher-grade pay* for all ordinary hours during the day or shift.
- 17.4 Any time spent in another position equal to or higher than the grade of the position in which employees are acting will 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.

Other entitlements when working in a higher grade

- 17.5 Employees will be paid *higher-grade pay* during absences on annual leave, personal leave or accident pay, if they have been paid the *higher-grade pay*:
- (a) for a continuous period of three (3) months immediately before the absence. This period is broken by:
 - (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 (5) working days or shifts during the three months period; or
 - (b) for broken periods which total more than six (6) months during the 12 months immediately before the absence.
- 17.6 Periods of annual leave, personal leave and accident pay paid at higher grade in accordance with **subclause 17.4** 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.
- 17.7 Employees will be paid *higher-grade pay* for a *Public Holiday* if they receive that *higher-grade pay* for any part of the employee's working days both immediately before and after the *Public Holiday*.
- 17.8 Overtime is paid at the higher-grade rate if the higher-grade duties have been performed for at least one (1) day or shift immediately before and continuous with the overtime.

Exclusion

- 17.9 Employees undertaking training for the purpose of gaining experience in a higher-graded position will not be paid at higher-grade *pay* where:
- (a) the incumbent remains on duty and retains the responsibilities of the position; and
 - (b) the periods of training do not exceed:
 - (i) a continuous period of three (3) months; or
 - (ii) six (6) months in a twelve (12)-month period where the periods are broken.

18. Clothing and tools

- 18.1 The *Employer* will provide all necessary clothing and tools required for employees to undertake their work, including protective clothing as required by the *WHS Act 2011*.
- 18.2 Employees are responsible for the:
- (a) proper use and care of clothing and tools supplied; and
 - (b) laundering of clothing, unless exempted by the *Employer*.
- 18.3 The *Employer* 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 will replace the articles so lost or damaged at their own expense.

19. Consultative meetings

- 19.1 The *parties* to this *Agreement* will continue to convene a number of consultative meetings on a regular basis to discuss matters which impact the electricity industry, the *Employer*, employee related matters and significant initiatives being considered and proposed by the *Employer*.
- 19.2 These meetings include the meetings held between:
- (a) the *Employer's* Executive Managers and Electricity Industry Union Officials (Tier 1 Meetings);
 - (b) Business Unit meetings between Management Representatives, Delegates and Employee Representatives (Tier 2 Meetings);
 - (c) Operator Consultative Committee (OPCOM) meetings;
 - (d) Maintenance Employee Competency Model Committee (MECM Committee);
 - (e) Production Operator Skills Development Committee (POSDM Committee) meetings; and
 - (f) other site based consultative arrangements.
- 19.3 The *parties* to this *Agreement* remain committed to a process of consultation in relation to the use of contractors based on the following principles:
- (a) The *Employer* may outsource or engage contractors to complete projects or packages of work.

- (b) The *Employer* will provide to the Tier 1, Tier 2 and other agreed employee representatives a list of upcoming projects or packages of work to be contracted where the projects or packages of work are normally carried out by Delta Electricity Employees. Electricity Industry Union Officials and/or employee representative may raise specific projects or packages of work for further consultation with the relevant employees or Teams and/or their unions around the:
 - (i) technical expertise required to accomplish work;
 - (ii) business requirements or other work priorities; and
 - (iii) availability of Employees to complete the work.
- (c) Where further consultation is undertaken a Contractor Entry Procedure Record of Consultation (CEPRoC) shall be completed.
- (d) Where a dispute exists around work to be contracted the procedures outlined in **clause 23** shall be followed.
- (e) Nothing in this clause shall prevent the *Employer* from engaging contractors where there is an emerging issue which poses a risk to business operations or the health and safety of employees.

20. Consultation about changes to hours of work

- 20.1 This clause applies if the *Employer* proposes to change the regular roster or ordinary hours of work of an employee, other than:
- (a) if this *Agreement* otherwise permits a change of hours for the employee; and
 - (b) for an employee whose working hours are irregular, sporadic or unpredictable, like casual employees.
- 20.2 The *Employer* will consult with any employees affected by the proposed change and their representatives or *Union* (if any).
- 20.3 For the purpose of the consultation, the *Employer* will:
- (a) provide information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative or *Union* (if any) to give their views about that impact.
- 20.4 The *Employer* will give genuine consideration to any views of the employee.

21. Consultation about major changes

Definitions

- 21.1 For the purposes of this clause, "major change" means:
- (a) the introduction of a major change in production, program, organisation structure or technology (other than in accordance with this *Agreement*); and
 - (b) which is likely to have a significant effect on relevant employees.

- 21.2 A major change is likely to have a significant effect on relevant employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the *Employer'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.
- 21.3 For the purposes of this clause, "relevant employees" means the employees or groups of employees who maybe affected by the major change.

Notify and Consult

- 21.4 Where the *Employer* is giving serious consideration to the introduction of a major change that is likely to have significant effects on employees, but prior to a definite decision to implement, the *Employer* will:
- (a) notify the relevant employees and the *Unions* to which they belong; and
 - (b) discuss with the employee(s) affected and the *Union*:
 - (i) the introduction of the changes; and
 - (ii) what affects the changes are likely to have on the employee(s); and
 - (iii) the measures to avert or mitigate the adverse changes on the employee(s); and
 - (c) commence those discussions as soon as practicable.
- 21.5 For the purposes of the discussion, the *Employer* will:
- (a) recognise an employee's appointed representative for the purpose of consultation; and
 - (b) provide to the employee(s) and their *Union*, in writing, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).
- 21.6 The *Employer* is not required to disclose confidential or commercially sensitive information (especially where it is precluded by contract or law) but if it does disclose such information it will be treated by employees and the *Unions* with appropriate confidence and in compliance with any code of conduct and applicable policy.
- 21.7 The *Employer* will give prompt and genuine consideration to matters raised by the employee(s) and/or their *Union* in relation to the changes.

22. Individual flexibility arrangements

- 22.1 The *Employer* and employee covered by this *Agreement* may agree to make an individual flexibility arrangement to vary the effect of terms of the *Agreement* if:
- (a) the agreement deals with one 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;
 - (iii) meal break provisions;
 - (b) the arrangement meets the genuine needs of the *Employer* and employee in relation to one or more of the matters mentioned above; and
 - (c) the arrangement is genuinely agreed to by the *Employer* and employee.
- 22.2 The *Employer* must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Act*; and
 - (b) are not unlawful terms under section 194 of the *Act*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 22.3 The *Employer* 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 *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
- 22.4 The *Employer* must give the employee a copy of the individual flexibility arrangements within 14 days after it is agreed to.
- 22.5 The *Employer* or employee may terminate the individual flexibility arrangement:
- (a) by giving thirteen (13) weeks written notice to the other party to the arrangement; or

- (b) if the *Employer* and employee agree in writing — at any time.
- 22.6 The employee will be advised that they may be represented by their relevant *Union* in relation to making or terminating an arrangement under this clause. The *Employer* will consult with the *Union* at least seven (7) days, or as otherwise agreed, prior to entering into an arrangement with the employee. The relevant *Union* is not required to approve or consent to any flexibility arrangement between the *Employer* and the employee.
- 22.7 The right to make an arrangement under this clause is additional to, and does not affect, any other term of this *Agreement* that provides for an agreement between an *Employer* and an individual employee.
- 22.8 Any dispute or difficulty relating to individual flexibility arrangements shall be dealt with as far as practicable and with expedition through the Disputes resolution procedure under **clause 23**.

23. Dispute resolution procedures

Purpose

- 23.1 This clause provides a framework for the handling of disputes or grievances relating to:
 - (a) a matter arising under this *Agreement*; or
 - (b) the *NES*; or
 - (c) a matter pertaining to the relationship between the *Employer* and employees covered by this *Agreement*; or
 - (d) “general protections” (not involving dismissal) as provided for in the Act.

Commitments

- 23.2 The *parties* recognise grievances should be resolved speedily and effectively with factual information, without recourse to industrial action.
- 23.3 It is intended that most issues will be resolved informally between employees and team leader/s by gathering and understanding the facts and/or by discussion. An employee/s may be assisted by their representative or *Union* in these discussions.
- 23.4 Appropriate confidentiality must be maintained at all times.

Process

- 23.5 Except for genuine safety issues involving imminent risk, 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.
- 23.6 Any dispute or grievance between the *Employer* and employee(s) and or the *Employer* and the *Union*(s) that has not been resolved informally as above, will follow the below steps:
 - (a) **Step 1 – Notifying the immediate supervisor**

The employee or *Union* may raise the matter with their immediate team leader by email or in writing.

The team leader will endeavour to:

- provide an acknowledgement within 24 hours of receipt of the grievance;
- provide a response by email or in writing within 24 hours or an update if an answer can not be provided within this time;
- try to resolve the matter promptly and within fourteen (14) days.

When the dispute or grievance has not been resolved to the satisfaction of any party, they can refer it, or ask the team leader to refer it, to a Business Unit Manager under Step 2.

If the matter is not referred, or requested to be referred within fourteen (14) days then the dispute or grievance is considered as closed.

(b) Step 2 – Referral to business unit manager

The relevant Business Unit Manager or their representative and *Union* will meet, at the earliest possible time, to attempt to resolve the matter.

The meeting should include the team leader and management (and or their representatives) and the delegate and or *Union* (and or their representatives). The affected employee(s) may attend.

The dispute or grievance will be discussed at the meeting with a view to achieving agreement or resolution.

If following the above processes, an agreement is not reached about the grievance or dispute, then the grievance or dispute may be referred to the FWC as per Step 3.

If the matter is not progressed to Step 3 within fourteen (14) days of the meeting ending, then the dispute or grievance is considered as closed.

(c) Step 3 – Referral to FWC

Either party may refer the matter to the *FWC*, provided that they provide all other parties at least three (3) working days' notice in writing of their intention to refer the dispute or grievance.

The *FWC* will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

If the *FWC* is unable to resolve the dispute at the first stage, the *FWC* may then:

- arbitrate the dispute; and
- make a determination that is binding on the parties.

The same member of the *FWC* will normally conduct both the conciliation and arbitration, subject to a party objecting to the same member doing so.

If the *FWC* conciliates or arbitrates the dispute, it may use the powers that are available to it under the *Act*.

Subject to any appeal, the parties to the dispute agree to be bound by a decision made by the *FWC*.

Either party is entitled to representation, including legal representation, of their choosing before the *FWC*.

The exercise of any power or function under this sub-clause is subject to the requirements of s 739(5) of the *Act*.

SECTION 4: PAY

24. Classifications and job evaluation

- 24.1 The classification or category of employees covered by this *Agreement* are:
- (a) Administrative Officer;
 - (b) Engineering Officer;
 - (c) Professional Officer;
 - (d) Operator;
 - (e) Powerworker; and
 - (f) Tradesperson.
- 24.2 The salary point of an employee is determined by job evaluation of their position or in accordance with the models under **clause 14.1** of this *Agreement*.
- 24.3 The *Employer* is committed to a 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.

Minimum salary levels

- 24.4 The minimum salary points for the generic classifications are:

Administrative Officer	SP4
Apprentices	SP2
Engineering Officer	SP16
Professional Officer	SP16
Operator	SP15
Tradesperson	SP13
Powerworker	SP9

25. Wages

Wage increases

- 25.1 The *parties* agree that the increases in wages under **subclause 25.2** recognise and compensate employees for:
- (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 the *Employer* to be a low cost, reliable supplier of electricity; and
- (b) productivity improvements introduced up to the time of making of this *Agreement*.

Wage rates

25.2 The *base rate of pay* and the operative date for the classifications covered by this *Agreement* based on a 35-hour week are:

Salary Point	Current Rate	First period on or after 1 Jan 2023	First Pay period on or after 1 Jan 2024	First Pay period on or after 1 Jan 2025
1	\$650.46	\$676.47	\$703.53	\$731.67
2	\$753.78	\$783.94	\$815.29	\$847.91
3	\$856.65	\$890.92	\$926.55	\$963.62
4	\$960.58	\$999.00	\$1,038.96	\$1,080.52
5	\$1,011.79	\$1,052.26	\$1,094.35	\$1,138.13
6	\$1,062.87	\$1,105.38	\$1,149.60	\$1,195.58
7	\$1,111.87	\$1,156.35	\$1,202.60	\$1,250.71
8	\$1,163.10	\$1,209.62	\$1,258.01	\$1,308.33
9	\$1,216.23	\$1,264.88	\$1,315.48	\$1,368.10
10	\$1,271.30	\$1,322.15	\$1,375.04	\$1,430.04
11	\$1,331.09	\$1,384.33	\$1,439.71	\$1,497.29
12	\$1,395.05	\$1,450.85	\$1,508.89	\$1,569.24
13	\$1,460.34	\$1,518.76	\$1,579.51	\$1,642.69
14	\$1,528.58	\$1,589.73	\$1,653.31	\$1,719.45
15	\$1,600.53	\$1,664.55	\$1,731.13	\$1,800.38
16	\$1,676.46	\$1,743.52	\$1,813.26	\$1,885.79
17	\$1,734.19	\$1,803.56	\$1,875.70	\$1,950.73
18	\$1,794.74	\$1,866.53	\$1,941.20	\$2,018.84
19	\$1,856.77	\$1,931.04	\$2,008.28	\$2,088.61
20	\$1,920.87	\$1,997.70	\$2,077.61	\$2,160.71

Salary Point	Current Rate	First period on or after 1 Jan 2023	First Pay period on or after 1 Jan 2024	First Pay period on or after 1 Jan 2025
21	\$1,987.93	\$2,067.45	\$2,150.15	\$2,236.15
22	\$2,056.77	\$2,139.04	\$2,224.60	\$2,313.58
23	\$2,128.10	\$2,213.23	\$2,301.76	\$2,393.83
24	\$2,201.82	\$2,289.89	\$2,381.49	\$2,476.75
25	\$2,277.77	\$2,368.88	\$2,463.64	\$2,562.18
26	\$2,356.82	\$2,451.09	\$2,549.13	\$2,651.10
27	\$2,438.69	\$2,536.24	\$2,637.69	\$2,743.19
28	\$2,523.94	\$2,624.90	\$2,729.90	\$2,839.09
29	\$2,610.99	\$2,715.43	\$2,824.04	\$2,937.01
30	\$2,700.99	\$2,809.03	\$2,921.39	\$3,038.25
31	\$2,794.70	\$2,906.49	\$3,022.75	\$3,143.66
32	\$2,891.53	\$3,007.19	\$3,127.48	\$3,252.58
33	\$2,992.17	\$3,111.86	\$3,236.33	\$3,365.78
34	\$3,095.64	\$3,219.47	\$3,348.25	\$3,482.18
35	\$3,203.26	\$3,331.39	\$3,464.64	\$3,603.23
36	\$3,314.28	\$3,446.85	\$3,584.73	\$3,728.12
37	\$3,429.32	\$3,566.50	\$3,709.16	\$3,857.52
38	\$3,546.70	\$3,688.57	\$3,836.11	\$3,989.56
39	\$3,670.90	\$3,817.74	\$3,970.44	\$4,129.26
40	\$3,797.76	\$3,949.68	\$4,107.66	\$4,271.97

25.3 These above rates incorporate the annual leave special payment (or annual leave loading).

25.4 The hourly *base rate of pay* is determined by dividing the above pay rates by 35.

26. Allowances

Location and other allowances

26.1 Eligible employees are entitled to a location allowance as set out below:

Title	Who is eligible	Allowance amount (Appendix 1)
Location Allowance 1	The following employees appointed to power stations: <ul style="list-style-type: none"> • Engineering Officers; • Professional Officers (except as below); • 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. 	Item 1
Location Allowance 2	<ul style="list-style-type: none"> • Administrative Officers, Professional Officers, Engineering Officers who spend less than 50% of their time outside of the office 	Item 2
Location Allowance 3	Power workers, Tradespersons, Technicians, Production Operators and Maintenance Team Leaders.	Item 3
Location Allowance 4	Employees appointed to Head Office	Item 4

26.2 The location allowance is paid pro-rata on an hourly basis, or part thereof, for part-time and casual employees.

26.3 An employee who holds the following certification is entitled to the following HV allowances:

Certification required	Allowance amount* (Appendix 1)
certification under Clause 1.6.1(a)(xiii) and/or Clause 1.6.1(a)(v) and (ix) under Delta Electricity's Access to Apparatus Rules	Item 5

* An employee who holds both certifications will be paid only one allowance

26.4 The above location allowances and HV allowances are paid:

- (a) while the employee is on long service leave, annual leave and paid personal/carer's leave; and
- (b) while the employee is on accident pay under this *Agreement* (i.e. for up to 52 weeks).

26.5 The HV allowance is only paid for ordinary hours worked.

26.6 The location allowances in **clause 26.1** are only paid outside ordinary hours as follows:

- (a) in respect of overtime as follows:
 - (i) the location allowance is calculated on an hourly basis;
 - (ii) that amount is paid at *Overtime Rates*;

Illustration:

Jo works three hours overtime. The applicable location allowance is \$100 a week. The location allowance payable for this overtime is calculated as follows:

$$3 \text{ hours} \times (\$100 / 35 \text{ hours}) \times \text{double time} = \$17.14$$

- (b) in respect of time worked on *Public Holidays* as follows:
 - (i) the location allowance is calculated on an hourly basis;
 - (ii) but that amount is not paid at any penalty rates (rather only at single time).

Illustration:

Jo works four hours on a public holiday. The applicable location allowance is \$100 a week. The location allowance payable for this work is calculated as follows:

$$4 \text{ hours} \times (\$100 / 35 \text{ hours}) = \$11.42$$

26.7 The location allowances in **clause 26.1** are not paid when calculating payments for travelling time or for the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.

26.8 When working inside septic tanks or sewerage drains, an employee is paid three (3) times their hourly *base rate of pay* for the time spent doing that work.

Tool allowance

26.9 Carpenters and Painters and leading hands in these trades will be paid the tool allowance prescribed from time to time by the *Electrical Power Industry Award 2020*, in addition to their *base rate of pay*.

26.10 The tool allowance is paid for all purposes including overtime, long service leave, annual leave, personal leave, accident pay, public holidays and travelling time.

27. Payment of salaries

27.1 Employees will be paid weekly for hours worked.

27.2 The *Employer* may make payment, less any deductions as may be authorised by the employee or required by law, by paying the full amount of any balance due into a credit union, building society or bank account of the employee's choice.

Union membership fees

27.3 The *Employer* will deduct union membership fees (not including fines or levies) from the pay of any employee, provided that:

- (a) the employee has authorised the *Employer* to make such deductions;
- (b) the *Union* has advised the *Employer* of the amount to be deducted for each pay period;
- (c) deduction of union membership fees will only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there will be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).

27.4 Monies deducted from employees' pay will be remitted to the *Union* on either a weekly, fortnightly, monthly or quarterly basis at the *Employer's* election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts.

27.5 The *Union* will advise the *Employer* 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.

27.6 An employee may at any time revoke in writing an authorisation to the *Employer* to make payroll deductions of union membership fees (and will need to notify the *Employer* if they resign their membership).

Salary sacrifice

27.7 The *Employer* and employee may agree to a salary sacrifice arrangement.

27.8 Salary sacrifice arrangements will be in accordance with Australian Taxation Office and any other applicable determinations, guidelines, rules, laws and regulations. Where an external provider is co-ordinating the salary sacrifice arrangements, any direct cost associated with these arrangements will be borne by the employee.

27.9 An employee may choose the benefits that they would like to salary sacrifice from a range of benefits approved by the *Employer*. If a selected benefit attracts Fringe Benefits Tax, then the employee will be liable for the value of this tax and the *Employer* may deduct it from the employee's remuneration.

Predictable wages

27.10 If requested by a majority of employees, balancing of ordinary pay for time worked will be arranged as far as possible, so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.

27.11 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.

28. Superannuation

- 28.1 All employees covered by this *Agreement* will, in addition to superannuation payable under the *Superannuation Guarantee (Administration) Act 1992*, receive an additional 2% superannuation contribution.
- 28.2 Prior to the 30 June each year, the employee may instead elect to have the additional 2% superannuation contribution paid as a cash allowance equal to 0.85% of the employees' *base rate of pay* and locations allowance. There can only be one (1) election for each financial year.
- 28.3 The additional superannuation contributions will be paid to each employee's superannuation account as follows:
- (a) for employees who are members of an accumulation fund, to that fund; or
 - (b) for employees in a defined benefit fund, to a complying accumulation fund.

Salary sacrifice to superannuation

- 28.4 An employee may elect, by agreement with the *Employer*, to sacrifice a portion of their salary to additional superannuation contributions.
- 28.5 Such election must be made prior to the commencement of the period of service to which the earnings relate.
- 28.6 Where the employee has elected to sacrifice a portion of their 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 *Agreement*, the *Act* or other statute which is expressed to be determined by reference to an employee's salary, will be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation made under this clause.
- 28.7 Where the employee elects to salary sacrifice superannuation under this clause, the *Employer* will pay the sacrificed amount into the fund.
- 28.8 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*

the *Employer* will ensure that the amount of any additional *Employer* superannuation contributions specified in **subclause 28.4** of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations. 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.

SECTION 5: HOURS OF WORK

29. Hours of work

- 29.1 The ordinary hours of work for a full-time day worker is:
- (a) thirty-five (35) hours per week, or
 - (b) seventy (70) hours per fortnight where a nine-day fortnight is observed.
- 29.2 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.
- 29.3 The ordinary hours for day workers are to be worked in the *span of hours* (i.e. Monday to Friday inclusive, between 7.00 a.m. to 5:30 p.m.).
- 29.4 Day workers are employees who work their ordinary hours from Monday to Friday inclusive and are not entitled to a paid meal break during their ordinary working hours.
- 29.5 Employees working at Head Office may elect to work a flexible or staggered working hours system in accordance with procedures set down by the *Employer*.
- 29.6 Employees engaged on flexitime, staggered working hours or a nine-day fortnight may elect to accrue up to a maximum of five (5) flex days, 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.
- 29.7 In addition to ordinary hours above, and for the purpose of meeting the needs of the industry, the *Employer* may require an employee to work at different times (including day work or shift work) and reasonable overtime, including work on Saturdays, Sundays and *Public Holidays*. Where the employee, who has worked a particular work pattern for more than 12 months, is required to transfer a different work pattern on a long-term basis, three (3) months notice shall be required before the change and after consultation with the employee or employees affected.
- 29.8 The parties acknowledge that 'Shower Time' is a custom and practice that has existed at Vales Point. Consistent with the commitments given in **clause 25.1(a)** to improve competitiveness, efficiency, flexibility and productivity, employees who require shower facilities will be required to remain at their normal working location until at least 10 minutes prior to their normal finishing time. All other employees should remain at their normal working location until their normal finishing time.

30. Meal breaks – day workers

- 30.1 Employees are entitled to normal unpaid meal breaks on working days unless there is an emergency.
- 30.2 Employees may take these meal breaks as they fall due or at some other time by arrangement with the team leader. However, employees will not go without an unpaid meal break for more than five (5) hours unless there is an emergency.
- 30.3 Employees who are unable to take all or part of their normal meal break due to work, will be paid *Overtime Rates*:
- (a) for the untaken part of the meal break; and

- (b) until such time the meal break is taken.

Overtime – Monday – Friday

- 30.4 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:
- (a) after one (1) hour thirty (30) minutes – a meal break of twenty (20) minutes;
 - (b) after four (4) hours – a second meal break of twenty (20) minutes, but only if the employees continue the overtime for at least another hour;
 - (c) after eight (8) hours – a third meal break of twenty (20) minutes, but only if the employees continue the overtime for at least another hour.
- 30.5 The meal break will be paid at the *Overtime Rates*.
- 30.6 Employees may take the first meal break:
- (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*

- 30.7 Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or *Public Holiday* are entitled to:
- (a) a meal break of twenty (20) minutes with pay only if they are working during what would be their ordinary hours and the overtime is for more than four (4) continuous hours; and/or
 - (b) meal breaks with pay as set out in **subclause 30.4**.

Overtime – meal breaks count

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

31. Overtime

- 31.1 Other than a meal allowance, overtime is not payable to any employee paid above salary point 35 without the Chief Executive's written approval.

What is overtime?

- 31.2 For day workers, overtime is all time worked on:
- (a) Mondays to Fridays before their ordinary commencing time and after their ordinary finishing time;
 - (b) Saturdays;
 - (c) Sundays; and

(d) *Public Holidays*.

31.3 For shift workers, overtime is all time worked before their commencing time or after their finishing time of rostered shifts.

How is it calculated?

31.4 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?

31.5 Except on *Public Holidays*, employees will be paid any overtime at *Overtime Rates*.

31.6 On *Public Holidays* employees will be paid as follows for overtime worked:

Day Workers	In ordinary hours	Triple time
	Outside ordinary hours	<i>Overtime Rates</i>
Shift Workers	All hours worked	2 ½ times

Minimum payment for non-merging overtime

31.7 An employee will be paid a minimum of four (4) hours at *Overtime Rates* if the period of overtime the employee is required to work is not connected to ordinary hours. This clause does not apply to an employee required to stand by under **clause 33**.

31.8 Non-merging overtime of less than four (4) hours' duration is not treated as overtime for the purposes of a ten-hour break.

Travel associated with merging overtime

31.9 Employees who work overtime which merges with ordinary hours will have their travel to and/or from their homes arranged by the *Employer*, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with **clause 34**.

Time off after overtime

31.10 Whenever reasonably practicable, the *Employer* will arrange overtime so that employees have at least ten (10) 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, unless the *Employer* and employee agree to an eight (8) hours break.

31.11 If employees resume or continue work without such a break, the *Employer* will pay them *Overtime Rates* until released from duty. They may then be absent until they have had a ten (10) hour (or eight (8) hour) break.

- 31.12 Employees will be paid at ordinary rates for any working time which occurs during this break.
- 31.13 The conditions in **subclauses 31.10** and **31.11** do not apply to day workers for overtime for which a minimum payment is applicable.
- 31.14 If day workers:
- (a) have had a ten (10) 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 (8) 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.
- 31.15 If employees are required to continue to work during part of the period they would normally stand down, the *Employer* will pay these employees for the period of stand-down not taken at *Overtime Rates*.
- 31.16 Shift workers who have returned home after working overtime during a rostered break are entitled to the ten (10) hour break provision in respect of the period before commencement of the next ordinary shift.

Time off between shifts

- 31.17 The rest period off duty will not be less than eight (8) consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves and approved by the *Employer* (shift-swap).

Specific provisions – day workers

- 31.18 If the *Employer* cancels a period of prearranged overtime at short notice, it will pay the employee if notified:
- (a) at home within one (1) hour of the time the employee was to leave home – one (1) hour at their *base rate of pay*;
 - (b) between the employee's home and the place of work – three (3) hours at their *base rate of pay*;
 - (c) at the place of work – three (3) hours at *Overtime Rates*.
- 31.19 However, an employee who has reported at the place of work may be required to carry out alternative work for a minimum of three (3) 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.
- 31.20 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time will be paid for that time at their *base rate of pay* 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 33**.

Specific Provisions – Shift Workers

- 31.21 If shift workers have to work overtime for four (4) or more days due to a temporary shortage of trained staff, the *Employer* may arrange the overtime so that each normal shift plus the overtime does not exceed a total of twelve (12) hours
- 31.22 Shift workers are not entitled to be paid any overtime rates if the cause of the work arises from:
- (a) the customary rotation of shifts; or
 - (b) arrangements between or at the request of the shift workers themselves.

Meal allowances on overtime

- 31.23 Employees will be paid the meal allowance:
- (a) in **Item 10 of Appendix 1** if the period of overtime is five (5) hours or greater; or
 - (b) in **Item 11 of Appendix 1** if they have prepared a meal in readiness for working overtime, which was cancelled at short notice.
- 31.24 Only one (1) meal allowance is paid a day.

32. Shift work

- 32.1 A shiftworker under this *Agreement* shall be as defined by section 196 of the *Fair Work Act 2009* (Cth) for the purposes of the National Employment Standards (NES).
- 32.2 Employees may be engaged to work shift work.
- 32.3 For the purpose of meeting the needs of the industry, the *Employer* may also require an employee to work 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:
- (a) three (3) 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 twelve (12) months; and
 - (b) arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business.

Types of shift

- 32.4 Shift work is a system of work in which an employee works a roster with a 1, 2 or 3 shift system.
- 32.5 Shift work may be worked:
- (a) Monday to Friday inclusive; or
 - (b) Monday to Saturday inclusive; or
 - (c) Monday to Sunday inclusive.

It may begin and end on any of the days in these periods.

Ordinary hours

32.6 The ordinary hours for shift workers are an average of thirty-five (35) hours a week over a roster cycle. Shift workers may be required to work more than thirty-five (35) hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle will not be more than:

Number of weeks in roster cycle multiplied by 35 hours.

32.7 These ordinary hours will be worked during the hours for which the employees are rostered for duty.

32.8 Employees who are required to work more than eleven (11) ordinary shifts in twelve (12) consecutive days will be paid at *Overtime Rates* for the 12th and following consecutive shifts.

Shift allowance

32.9 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.

32.10 The *Employer*, 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.

32.11 Shift workers who work on a shift work roster will be paid the following shift allowance:

Shift	Allowance amount
Early morning	The greater of: <ul style="list-style-type: none">• 10% of the <i>base rate of pay</i>; or• the allowance in Item 7 of Appendix 1.
Afternoon	The greater of: <ul style="list-style-type: none">• 20% of the <i>base rate of pay</i>; or• the allowance in Item 8 of Appendix 1.
Night	The greater of: <ul style="list-style-type: none">• 20% of the <i>base rate of pay</i>; or• the allowance in Item 9 of Appendix 1.

32.12 Shift workers who are engaged on a roster which:

- (a) requires the working of continuous afternoon or night shifts for more than two (2) weeks; and
- (b) works such shifts other than on a *Public Holiday*, Saturday or Sunday,

will be paid the following allowances (instead of those in **subclause 32.11**):

Shift	Allowance amount
Continuous afternoon shift	25% of the <i>base rate of pay</i>
Continuous night shift	<ul style="list-style-type: none"> • 30% of the <i>base rate of pay</i> or • in lieu of an allowance 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.

Illustration: The employee works 28 hours a week and gets paid for 35 hours work or works 35 hours a week and gets paid the 30% allowance amount.

32.13 Shift workers rostered on other continuous night shift rosters for two (2) weeks or less will be paid for such shifts the *Overtime Rates*.

32.14 Shift workers working continuous night shifts for two (2) weeks or less and work such shifts on a *Public Holiday* will be paid in accordance with **subclause 32.16**.

32.15 The allowances are not paid to shift workers for overtime or for any shift for which they are paid *Overtime Rates*.

Shift penalty

Public Holidays

32.16 Shift workers will be paid, for all time worked on a rostered shift on a *Public Holiday*, the penalty of 150% of their *base rate of pay*.

Other than *Public Holidays*

32.17 Shift workers will be paid the following penalties for all shifts worked on the following days that are not *Public Holidays*:

Shift	Penalty
Saturday – all shifts	50% of their <i>base rate of pay</i>
Sunday – all shifts	100% of their <i>base rate of pay</i>

Only one rate to apply

32.18 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

Roster loading

32.19 Payment of roster loading is made as compensation for the unevenness of payments under this *Agreement*. Payment is also made instead of shift disabilities not covered by payments under this *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; and
 - (d) the requirement to work as rostered on any day of the week.
- 32.20 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; and
 - (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; and
 - (ii) employees working day shift only on Monday to Saturday.
- 32.21 Employees carrying out higher-grade duties on shift work will be paid the roster loading for the higher-grade classification. Employees carrying out lower-grade duties on shift work, including those on retained rates, will be paid the roster loading for their regular classification or retained rates as the case may be.
- 32.22 Roster loading is not payable to day workers transferred to become shift workers, for the first two (2) weeks of the transfer. These day workers required to transfer to shift work will be paid for the ordinary hours worked on that roster:
- (a) for the first two (2) weeks, time and one half or normal shift penalties, whichever is the greater; and
 - (b) for the period in excess of the first two (2) weeks, normal shift penalties and roster loadings.
- 32.23 Day workers will not be required to transfer to shift work for a duration of three (3) shifts or less. For periods of three (3) shifts or less the day worker will be paid *Overtime Rates*.
- 32.24 Shift workers required to transfer from one shift to another to undergo training will 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 (5) consecutive working days; or
 - (b) the new shift roster if the period of training continues for five (5) or more consecutive working days.
- 32.25 Day workers transferring to a shift roster to undergo training will be paid shift work loadings, allowances and penalties for the entire period. The provisions of **subclause 32.22** and **32.23** do not apply.

General

Payment while at training school

32.26 Shift workers will 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 will not include any overtime or higher grade which might have otherwise been worked.

Public Holidays

32.27 Shift workers, including those on a five (5) 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* and Picnic Day. If *higher-grade* pay is involved, the provisions of **subclause 17.9** apply.

32.28 Production Operators working shift work (not working twelve (12) hour shifts under **subclause 32.46**) - whether rostered on or off, employees will be credited with seven (7) hours leave in lieu, which will be added to their period of annual leave.

Not required to work on a *Public Holiday*

32.29 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, will observe the holiday. However, they will be told at least 96 hours before the shift begins that they are not required. They will be paid for all ordinary time not worked in respect of the *Public Holiday* at their *base rate of pay*.

Shift worker on a five-day shift – *Public Holidays*

32.30 Shift workers who are on a five (5) day shift system, Monday to Friday, will be paid for *Public Holidays* observed on Monday to Friday.

Mutual stand-down

32.31 Shift workers who:

- (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),

may, by mutual arrangement with the person responsible for the work team, not attend for duty on such day(s). They will be paid for all ordinary time not worked at their *base rate of pay*.

Shift work day

32.32 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

32.33 Shift workers are entitled to at least a ten (10) hour break between finishing shift work and commencing day work.

Change of roster of shift

32.34 Shift workers who are changed from one shift roster to another or from one shift to another will be paid:

- (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.

Staff requirements in accordance with the above will be determined by the *Employer* in consultation with affected employees or their representatives.

Maintenance

32.35 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.

32.36 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.

32.37 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. Where changes are required at short notice, such as extending the roster, the *Employer* will consult with staff affected and shall, where possible, seek alternate staffing and/or take personal and/or family circumstances into consideration when implementing the roster change.

Crib Breaks

32.38 Shift workers are entitled to a twenty (20) minute crib break after each five (5) hours worked, subject to work requirements. An employee unable to take such crib breaks has already been recompensed by way of payment of the roster loading described in **subclause 32.19**.

Handover

- 32.39 Shift workers required to handover at the end of a shift will stay at their work station until:
- (a) the appropriate relieving employee of the oncoming shift has arrived at the work station; and
 - (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.
- 32.40 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 will 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.
- 32.41 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.
- 32.42 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 will be paid overtime in addition to payment for the handover shift.
- 32.43 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.
- 32.44 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.
- 32.45 Overtime shifts are not included in calculating handover time.

12-hour shifts

- 32.46 The following provisions will apply (subject to **subclauses 32.22** and **32.23**) where a twelve (12) hour shift roster system is introduced by agreement between the *Employer* and a majority of affected employees or where an employee is transferred to such a twelve (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 *base rate of pay*
 - (ii) Sunday 2.0 times *base rate of pay*
 - (iii) Public Holidays 2.5 times *base rate of pay*

- (iv) Shift Allowance
 - Day shift, on the basis that four (4) hours only of the twelve (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 twelve (12) hour shift is worked.
- (b) Handover Time - based on 13 1/3 minutes per twelve (12) hour shift;
- (c) *Public Holidays* - whether rostered on or off, employees will be credited with eight (8) hours leave in lieu, which will be added to their period of annual leave;
- (d) Leave taken - Leave paid according to normal provisions in this *Agreement*. Employees will be debited for twelve (12) hours from their respective leave balances.

33. Standby allowance

- 33.1 Employees who are required to be available for emergency and/or breakdown work at any time and are required to remain in communication will be paid standby allowance. These employees are termed "approved" employees.
- 33.2 Standby work includes:
 - (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; and
 - (c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.
- 33.3 Standby work does not include:
 - (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?

- 33.4 The standby allowance is as provided for in **Item 12 of Appendix 1**.

Payment of overtime worked when called-out

- 33.5 "Approved" day workers who are called out and required to perform work will be paid for time worked at *Overtime Rates*. They will receive a minimum payment of one (1) hour at *Overtime Rates*.

- 33.6 "Approved" shift workers who are notified after leaving work will be paid overtime, if the overtime commences:
- (a) two (2) hours or more before their ordinary commencing time:
 - (i) *Overtime Rates* when the overtime merges with their ordinary commencing time
 - (ii) *Overtime Rates*, with a minimum payment of three (3) hours at *base rate of pay*, when the overtime does not merge with their ordinary commencing time.
 - (b) less than two (2) hours before their ordinary commencing time, the appropriate rate provided for in the said **clause 31**.
 - (c) In the case of non-merging overtime, the *Overtime Rate* applies from the time of commencing overtime to the time of commencing the next rostered shift (if greater than subclause (a)).

<p>Illustration</p> <p>Employee is on standby and ordinarily works 7am to 7pm shift.</p> <p><i>Merging overtime</i></p> <p>Employee is called in to work at 5am for two (2) hours work. They are paid two (2) hours at <i>Overtime Rates</i>: see subclause (a)(i)</p> <p><i>Non-merging overtime</i></p> <p>Employee is called in to work at 4 am for an hour's work to 5am. They are paid three (3) hours at base rate of pay.: see subclause (a)(ii).</p> <p>Employee is called in to work at 4am for two hour's work. They are paid the 2 hours at <i>Overtime Rates</i>: see subclause (b).</p> <p>Employee is called in to work for a hour at 2am. They are paid five (5) hours at <i>Overtime Rates</i>: see subclause (c).</p>
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Public Holidays

- 33.7 Employees required to be on standby, in accordance with the provisions of this clause, on a *Public Holiday* will have a day added to their accrued annual leave balance.

Standby availability

- 33.8 Employees standing by:
- (a) will not be required to be constantly available beyond a period of four (4) weeks if other employees are available for these duties; and
 - (b) will have at least one (1) weekend, comprising two (2) consecutive days, off duty in each four (4) weeks, without reduction in standby allowance if other employees are not available.

34. Travelling time and fares

- 34.1 Employees are required to travel to and from their home and workplace at their own expense in connection with each ordinary working day or rostered shift.

34.2 Employees cannot claim for any time spent travelling during ordinary hours.

Who can claim?

34.3 Excess travelling time and travel outside a region can be claimed only by employees at salary point 35 or below or employees who worked forty (40) ordinary hours per week prior to 1 June 1979.

34.4 Excess fares may be claimed by all employees.

34.5 For the purposes of this clause, the regions are:

- (a) Central Coast – Vales Point Power Station;
- (b) Sydney CBD.

34.6 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 work location.

34.7 The reference points for calculation of the times and distances are the Vales Point Power Station and the Sydney Office building.

Travel outside a region

34.8 Employees required to travel outside a region will be paid for travel between regions, at time and one half (for all time outside normal hours) of their *base rate of pay* based on two (2) hours between Central Coast and Sydney.

34.9 Travel to other locations will be paid at time and one half of their *base rate of pay* based on a reasonable time for travel to the location from the employee's region.

34.10 If an employee is delayed in their travel by unforeseen circumstances which extends the above times by more than two (2) hours, then their travel time will be the actual reasonable time and they will be paid at time and one half their *base rate of pay*.

34.11 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.

34.12 Employees required by the *Employer* to use their private motor vehicle to travel will be paid the rate as provided for in **Item 13 of Appendix 1**. Travel will be based on the actual distance required to be travelled.

Travel Associated with Non-merging Overtime

34.13 Employees required to work non-merging overtime will be paid at *Overtime Rates* from the time they leave their home until they return home.

35. Working away from principal location

Overnight absence from home

35.1 When the *Employer* requires employees to transfer to a temporary location, it will provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they will be absent from their homes overnight. Under these circumstances, the *Employer* will also pay each

employee an allowance as provided for in **Item 14 of Appendix 1** for each night's absence.

- 35.2 Alternatively, employees may arrange their own accommodation. The *Employer* will pay them the reasonable expense level determined from time to time by the Australian Taxation Office for the location.

Travel by Train

- 35.3 If employees have to travel by train to or from distant jobs, the *Employer* will 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

- 35.4 The *Employer* will 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 will be in the employee's own time; or
 - (c) more frequently if the *Employer* considers it economical.
- 35.5 Employees returning home from their temporary location on approved weekend travel will be provided with:
- (a) First-class return rail travel or an equivalent; and
 - (b) a meal allowance as provided for in **Item 15 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

- 35.6 Where the *Employer* 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 will 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.

SECTION 6: LEAVE

This *Agreement* provides for a range of leave entitlements.

Other than as expressly specified, casual employees have no entitlement to the leave in this section.

Any other leave, as may be offered or provided by the *Employer*, is separate to this *Agreement* and dealt with by way of policy (as may be amended from time to time).

36. Annual Leave

36.1 Annual leave:

- (a) provides employees with an opportunity to rest and recuperate; and
- (b) is expected to be taken each year, with employees co-operating with their managers to plan the taking of annual leave to allow them to rest and recuperate.

Entitlement

36.2 For each year of service:

- (a) full-time employees are entitled to four (4) weeks of paid annual leave;
- (b) shift workers are entitled to an additional one (1) weeks of paid annual leave.

36.3 An employee's entitlement to annual leave:

- (a) accrues progressively during a year of service, according to their ordinary hours of work; and
- (b) accumulates from year to year.

36.4 Part-time employees are entitled to annual leave on a proportional basis, calculated on the number of hours worked in relation to full-time hours.

Taking paid annual leave

36.5 Annual leave may be taken at a time agreed by the *Employer* and employee.

36.6 The *Employer* will not unreasonably refuse a request by an employee to take annual leave.

36.7 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*.

36.8 The *Employer* may, with reasonable notice, direct the employee to take annual leave accruals, 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;
 - 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.

Payment of annual leave

36.9 Annual leave is to be paid:

- (a) other than as provided in subclause (b) below, at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on annual leave; or
- (b) for shift workers, not paid an annualised salary or total salary package, at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on annual leave and with the roster loading under **clause 32.20**.

36.10 If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the *Employer* will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

Cashing-out of annual leave

36.11 An employee may elect, in writing, to cash out all or part of their accrued annual leave balance in excess of four (4) weeks so long as they have cleared at least four (4) weeks of annual leave in the previous year.

Purchased Leave

36.12 An employee may apply to purchase up to 70 hours each calendar year of leave, provided that:

- (a) The employees annual leave balance, at the time of purchasing the leave, is not in more than the hours provided in **clause 36.8**.
- (b) The purchased leave is unable to be accrued and must be taken prior to accrued annual leave.
- (c) The purchased leave must be used within the same calendar year as the date of purchase. In the event that the employee has not used all their purchased leave, the value of the unused leave as at 31 December each year will be refunded to the employee.
- (d) The cost of the leave purchased shall be equal to the amount that the employee is entitled to under **clauses 36.9** and **36.10**.

Leave and Flexibility Arrangements – Production Operators

36.13 Rostered Leave

Rostered Leave includes:

- Annual Leave;
- TSP Long Service Leave; and
- Other rostered Leave

36.14 Access to Leave for Production Operator Shift Staff

Employees assigned to Shift Operating Teams will be required to select leave by way of a team roster basis.

36.15 Shift Operating Team Rostered Leave

By 31 January in the year the roster starts (i.e., July) Delta will block out dates beyond Lines 1 and 2 where Delta has known staffing requirements (i.e., outages and training).

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.

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.

36.16 Shift Manager and Relief Shift Manager within an Operating Team are not to be on rostered leave at the same time.

36.17 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.

The third line will be approved or not approved with a minimum of eight (8) weeks before the date. The fourth line will remain as short notice leave.

Delta will make best endeavours to allow additional shift staff to take leave over school holidays.

36.18 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 32.6** of this *Agreement*.

36.19 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 rate applicable at the time the Balance Time is taken. 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 rate applicable at the time the Balance Time is worked, in accordance with this *Agreement*.

Illustration:

Bill comes in for a meeting for 3 hours on a Tuesday morning.

Bill will accrue 3 hours of B4 (Balance Time).

Bill, with the agreement of the Shift Manager, takes the 3 hours Balance Time on a Saturday that he is normally rostered on.

Bill will receive 3 hours payment at the Saturday rate (or at the TSP Rate if Bill is covered by the TSP 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 rate applicable at the time the Balance Time is worked.

37. Personal/carer's leave

37.1 Personal/carer's leave can be used if:

- (a) an employee is unable to perform their duties because they are ill or injured; or
- (b) an employee needs to provide care or support to a member of the employee's *Immediate Family*, or member of their household, who requires care or support because of a personal illness or personal injury, or an unexpected emergency, affecting the member.

37.2 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 this clause.

37.3 Employees will not be granted personal leave when they have workers compensation approved.

Entitlement

37.4 For each year of service, full-time employees are entitled to the following amounts of personal/carer's leave:

Period	Amount (Hours)
During the first three (3) months' service	126
During the next nine (9) months' service	126
During each subsequent 12 months' service	126

37.5 An employee's entitlement to personal/carer's leave:

- (a) will be credited in advance on an annual basis; and
- (b) accumulates from year to year.

Taking paid personal/carer's leave

37.6 An employee:

- (a) is responsible for notifying the *Employer* within two (2) hours of their commencing time, or as soon as practicable, that they will be taking personal/carer's leave, and will advise the *Employer* of the period, or expected period, of the leave;
- (b) will 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;
- (c) will, wherever practicable, give the *Employer* notice prior to the absence of the intention to take carer's leave, the name of the *Immediate Family* or household member 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 will notify the *Employer* of such absence at the first opportunity on the day of the absence or as soon as practicable thereafter;
- (d) will notify the *Employer* by telephone; and
- (e) claim personal/carer's leave on the appropriate forms.

37.7 Employees will submit a *Medical Certificate* from a medical practitioner (or, if unable to see a practitioner, evidence that would satisfy a reasonable person like a statutory declaration) to cover all periods of absence for which the employee claims personal/carer's leave (with or without pay):

- (a) exceeding three (3) working days which are consecutive days; or
- (b) Accident Pay.

37.8 Personal/carer's leave 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 (3) working days which are consecutive; and
- (b) Two (2) non-working days; and

- (c) Any *Public Holiday*; and
- (d) Any special day off related to the working of a nine-day fortnight.

37.9 If:

- (a) the *Medical Certificate* does not include the nature or cause of the illness or injury; or
- (b) required by the *Employer*,

the *Employer* may refer the employee to a nominated medical practitioner for examination.

37.10 If the *Employer* disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and the *Employer*. Any medical certificate issued by that referee will be accepted by the employee and the *Employer* as conclusive. The *Employer* will pay the fee if the referee decides in favour of the employee, and employees will pay the fee if the decision is against them.

37.11 The *Employer* will allow the employee to have leave with pay for any medical examination.

37.12 If an employee is personally ill or injured during annual leave and Long Service Leave and the employee produces the appropriate medical evidence, they will be granted, if they so elect, to have:

- (a) for periods of one (1) day or more of illness or injury approved as personal leave as opposed to annual leave;
- (b) for periods of five (5) day or more of illness or injury approved as personal leave as opposed to Long Service Leave.

37.13 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*.

Payment

37.14 Any accrued but untaken personal/carer's leave is to be paid

- (a) other than as provided in subclause (b) below, at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on personal/carer's leave; or
- (b) for shift workers, not paid an annualised salary or total salary package, at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on personal/carer's leave and with the roster loading under **clause 32.20**.

37.15 Employees may elect to be paid at half pay if their personal/carer's leave balance falls below 200 hours.

38. Unpaid carer's leave

- 38.1 An employee is entitled to two (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:
- (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 38.2 An employee may take unpaid carer's leave as:
- (a) a single continuous period of up to two (2) days; or
 - (b) any separate periods to which the employee and the *Employer* agree.
- 38.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

Notification and evidence

- 38.4 The notification and evidence requirements that apply for personal/carer's leave apply for unpaid carer's leave.

Other options for taking time to provide care or support

- 38.5 The following options may be exercised by employees to absent themselves for the purpose of providing care or support with the agreement of the *Employer*:
- (a) time off in lieu of overtime (calculated on an hour for each hour worked basis);
 - (b) make-up time; and or
 - (c) rostered days off.

39. Compassionate leave

- 39.1 An employee is entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when a member of their *Immediate Family*, or a member of their household:
- (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.
- 39.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of their *Immediate Family* or household who has contracted or developed the personal illness, or sustained the personal injury; or
 - (b) after the death of the member of their *Immediate Family* or household.

- 39.3 An employee may take compassionate leave for a particular permissible occasion as:
- (a) a single continuous two (2) day period; or
 - (b) two (2) separate periods of one (1) day each; or
 - (c) any separate periods to which the employee and the *Employer* agree.
- 39.4 Compassionate leave is to be paid:
- (a) other than as provided in subclause (b) below, at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on compassionate leave; or
 - (b) for shift workers, at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on annual leave and with the roster loading under **clause 32.20**.

Notification and evidence

- 39.5 An employee will give the *Employer* notice of the taking of compassionate leave. The notice:
- (a) must be given as soon as practicable (which may be a time after the leave has started); and
 - (b) will advise of the reason and period, or expected period, of the leave.
- 39.6 The employee will, if required, give evidence that would satisfy a reasonable person that the leave is or was taken for the specified reason.

40. Accident pay

- 40.1 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.
- 40.2 Employees may be granted accident pay for a maximum period of fifty-two (52) weeks if they:
- (a) have workers' compensation approved; and
 - (b) comply with all the requirements above in **subclauses 37.6 to 37.13** as to notification, evidence and dealing with medical examination and contested *Medical Certificates*.
- 40.3 However, where special circumstances exist, the *Employer* may discontinue accident pay at any time after receipt of such payment for a period of twenty-six (26) weeks.

41. Long service leave

Entitlement

- 41.1 An employee is entitled to long service leave after ten (10) years continuous service with the *Employer* as follows:

Length of service	Amount of long service leave
10 years	13 weeks

15 years	19.5 weeks
20 years	30.3333 weeks
Each year after 20 years	2.1666 weeks

41.2 The entitlement for length of service in between any of the periods listed above is worked out on a proportional basis.

41.3 To avoid doubt, prior service with the *Employer* is recognised.

When can leave be taken?

41.4 Employees are encouraged to take long service leave as soon as practicable and at a time mutually convenient. A request to take long service leave will not be unreasonably withheld or refused.

41.5 Employees must give the *Employer* at least one (1) months' notice before the date they intend to take their long service leave.

41.6 If the time of taking the leave would seriously inconvenience the *Employer's* operations, then it will be postponed to a time on which both the employee and the *Employer* can agree.

41.7 An employee will take long service leave in periods of four (4) weeks or more. Periods of less than four (4) weeks is only by agreement with the *Employer*.

41.8 Leave may be cleared at half rates (i.e. twice the amount of leave but paid at half pay) by agreement with the *Employer*.

41.9 Employees may access long service leave entitlements between fifteen (15) and twenty (20) years on a pro rata basis.

41.10 Long service leave does not include *Public Holidays*.

How is leave paid?

41.11 Long service leave is paid at the employee's *base rate of pay* along with any allowances specified in this *Agreement* as being payable on long service leave.

(a) at the time the leave is taken; and

(b) on termination of employment in respect of any accrued but untaken long service leave.

41.12 For shift workers, not paid an annualised salary or total salary package, long service leave is paid at the employee's *base rate of pay* with any allowances specified in this *Agreement* as being payable on long service leave and with the roster loading under **clause 32.20**.

Less than ten (10) years continuous service

41.13 Once an employee completes five (5) years' service, but has less than ten (10) years' service, the employee will be paid an amount of long service leave equal to 1.3 weeks for each year of service if:

(a) the *Employer* terminates the employment for any reason; or

- (b) the employee ceases work because of illness, incapacity or domestic or other pressing necessity; or
- (c) the employee dies.

42. Parental leave

42.1 In accordance with the *NES*, an employee who has a minimum of twelve (12) months service with the *Employer* is entitled to twelve (12) months of unpaid parental leave if:

- (a) the leave is associated with:
 - (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
 - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has or will have a responsibility for the care of the child.

42.2 The following provisions supplement or deal with matters incidental to the *NES*.

Concurrent leave

42.3 Employees entitled to concurrent leave under the *NES* are entitled to a maximum of eight (8) weeks concurrent leave under this *Agreement* (which is inclusive of the *NES* entitlement).

Right to request

42.4 An employee may request:

- (a) to extend the period of unpaid parental leave for a further twelve (12) months; or
- (b) to return from a period of unpaid parental leave on a part-time basis until the child reaches school age.

42.5 This request will be made at least seven (7) weeks prior to the date when the employee is due to return to work from parental leave.

42.6 Once this request is made, the *Employer* may only refuse the request if there are reasonable business grounds to do so. In considering the request, the *Employer* will have regard to:

- (a) the employee's personal circumstances, and their genuine parental responsibilities; and
- (b) the effect the additional period of unpaid parental leave would have on the *Employer's* business and/or the workplace, including (but not limited to):
 - (i) the cost of granting the request;
 - (ii) whether there is a lack of adequate replacement staff;
 - (iii) whether there would be a loss of efficiency; and
 - (iv) the impact the additional leave would have on customer service.

42.7 Both the employee's request, and the *Employer's* determination, will be in writing.

Communication during parental leave

- 42.8 Employees will take reasonable steps to inform the *Employer* about any significant matter about:
- (a) the duration of parental leave to be taken;
 - (b) whether the employee intends to return to work; or
 - (c) whether the employee intends to request to return to work under flexible working arrangements.
- 42.9 Employees will notify the *Employer* of any change to their contact details that might affect the *Employer's* ability to comply with the *Act* or this *Agreement*.

Regular casuals

- 42.10 The *Employer* will not fail to re-engage a regular casual employee because:
- (a) the employee, or employee's spouse or de-facto partner, is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

NOTE: 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 subclause, a regular casual employee means a casual employee who works for the *Employer* on a regular and systematic basis and who has reasonable expectation of on-going employment on that basis.

Paid parental leave

- 42.11 Employees who have completed at least twelve (12) months continuous service with the *Employer*, and who are entitled to unpaid parental leave under the *NES*, are entitled to paid parental leave under this *Agreement*.
- 42.12 The following applies to employees who are eligible to apply for payment from the Commonwealth Government under the paid parental leave scheme:
- (a) The *Employer* will pay the employee an amount equal to the difference between the employee's ordinary weekly *base rate of pay* and the weekly payment from the Commonwealth Government under the paid parental leave scheme ("top up amount"), for a maximum period of eighteen (18) weeks.
 - (b) 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 *Employer* is only obliged to pay the employee the top up amount.
 - (c) Otherwise, the employee is required to promptly apply for the Commonwealth Governments' weekly paid parental leave payment (as amended from time to time) and provide the *Employer* with satisfactory evidence that they have done so. A compliant employee will receive an amount equal to the Government payment and top up amount from the *Employer*.
 - (d) Superannuation will only be paid on the top up amount.

- 42.13 Employees who are 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) the *Employer* will pay the employee their ordinary weekly *base rate of pay* for a maximum of fourteen (14) weeks; and
 - (b) the employee will, if requested, demonstrate their ineligibility under the paid Commonwealth Government scheme.

43. Public Holidays and picnic day

- 43.1 Permanent employees are entitled to be absent from work on all *Public Holidays*.
- 43.2 Employees are paid for the *Public Holiday* at their *base rate of pay* and any allowances specified in this *Agreement* as being payable on *Public Holidays*.
- 43.3 Employees will also be entitled to be absent on the following additional days as public holidays:
- (a) the union Picnic Day;
 - (b) Easter Saturday; and
 - (c) Labour Day.
- 43.4 Picnic Day will occur on or before the last Monday in November or another date to be approved by the *Employer*.
- 43.5 A shift worker may be required to work when rostered, as part of their ordinary roster, on a *Public Holiday* as part of the normal operational requirements of the *Employer* and:
- (a) will be paid for *Public Holidays* in accordance with **clause 32**; and
 - (b) will 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*.
- 43.6 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; or
 - (b) approved personal leave without pay.

44. Domestic Violence Leave

- 44.1 The *Employer* recognises that employees may experience domestic and family violence, and that this may have a significant impact on an employee's health, safety and wellbeing, both at home and in the workplace.
- 44.2 Family and domestic violence leave is provided for in the *NES*.

Entitlement

- 44.3 A full-time employee experiencing domestic, or family violence will have access to 10 days paid Leave for domestic and family violence per calendar year to support the establishment of

their safety. Part time and Casual employees are entitled to leave under this clause on a pro rata basis.

- 44.4 Where the employee is a shift worker the *Employer* will pay, in addition to the *base rate of pay* plus the applicable location allowance under clause 26.1, any shift allowances or loadings during the first 10 days of Domestic Violence Leave that the employee would have received had the employee not been on Domestic Violence Leave.
- 44.5 In lieu of any payment of any shift allowances or loadings under **clause 44.4** where the employee is entitled to a payment under a TSP Agreement under **clause 12** of this Agreement, the *Employer* will pay the loading in accordance with the TSP Agreement.

Taking paid family and domestic violence leave

- 44.6 The taking of paid family and domestic violence leave shall be the same as provided for in the taking of leave in the *NES*.
- 44.7 The *Employer* will consider, at its discretion, extending payments under **clauses 44.3** on a case-by-case basis.
- 44.8 Within 3 months of the commencement of this Agreement, the *Employer* is committed to commencing the developing a Domestic and Family Violence Leave policy in consultation with *Unions* and employee representatives.

45. Jury Service

- 45.1 The *NES* provides for payment for Jury Service.
- 45.2 The *Employer* will pay the employee for the first 10 days of Jury Service at the employee's *base rate of pay* plus the applicable location allowance under clause 26.1 for their ordinary hours of work.
- 45.3 Where the employee is a shift worker the *Employer* will pay, in addition to the *base rate of pay* plus the applicable location allowance under clause 26.1, any shift allowances or loadings during the first 10 days of Jury Service that the employee would have received had the employee not been participating in Jury Service.
- 45.4 In lieu of any payment of any shift allowances or loadings under **clause 45.3**, where the employee is entitled to a payment under a TSP Agreement under **clause 12** of this Agreement, the *Employer* will pay the loading in accordance with the TSP Agreement for the first 10 days of jury service.
- 45.5 Employees must take all necessary steps to obtain jury service pay for which they are entitled. Where an employee is provided with such payment, the *Employer* is only required to make up the difference to the applicable payment under **clauses 45.2, 45.3 or 45.4**.
- 45.6 The *Employer* will consider, at its discretion, extending payments under **clauses 45.2, 45.3 or 45.4** in full or in part, where the employee's Jury Service extends beyond 10 days.

SECTION 7: CESSATION OF EMPLOYMENT

46. Abandonment of employment

- 46.1 For employees who are absent without notification and approval for a continuous period of five working days, the *Employer* will undertake the following steps:
- (i) attempt to make contact with the employee through the contact information provided by the employee;
 - (ii) attempt to make contact with the employee through the emergency contact or next of kin information provided by the employee;
 - (iii) send a letter by email and to the nominated place of residence of the employee.
- 46.2 Except in extenuating circumstances, if after a further five working days from the date in **clause 46.1(iii)** above no contact has been made with or by the employee, the employee shall be deemed to have resigned and the *Employer* may proceed with any termination payments, including any deductions allowed.

47. Medical retirement

47.1 Medical retirement occurs where the employee retires from employment before the normal retirement age on the grounds of a physical or mental incapacity to perform their normal duties now and in the future.

47.2 The normal retirement age is:

- (a) For employees in a Defined Benefit Superannuation Scheme:

The date upon which the normal retirement benefit is payable under by the fund.

- (i) For the State Superannuation Scheme (SSS) the normal retirement age is 60.
- (ii) State Authorities Superannuation Scheme (SASS) the normal retirement age is 60 or 30 years of service, whichever is the later in time.

- (b) For employees not in a Defined Benefit Superannuation Scheme (i.e. an Accumulation Fund):

The date upon the age at which the employee reaches the qualifying age for the aged pension under the *Social Security Act 1991*(Cth).

Note: Under the s23(5A) and (5D) of the *Social Security Act 1991*(Cth) the qualifying pension age is currently:

Period during which person was born	Pension age
On or before 30 June 1952	65 years
1 July 1952 to 31 December 1953	65 years and 6 months
1 January 1954 to 30 June 1955	66 years
1 July 1955 to 31 December 1956	66 years and 6 months
On or after 1 January 1957	67 years

Illustration 1

Bill is 62 years old and in the State Superannuation Scheme (SSS). Bill develops a condition which causes him to be unable to perform her normal duties on the grounds of a physical or mental incapacity.

Bill is above the age for which the normal retirement benefit is payable under by the Defined Benefit Fund and is not eligible for Medical Retirement.

Illustration

Mary was born on 18 October 1956 and is 66.2 years old and in an Accumulation Superannuation Fund. Mary is diagnosed with a condition which causes her to be unable to perform her normal duties on the grounds of a physical or mental incapacity.

Mary is below the age at which she can access the aged pension (being 66 years and 6 months). Mary is eligible for Medical Retirement.

- 47.3 If the employee is eligible for Medical Retirement, either the employee or the *Employer* can initiate an application for medical retirement by providing medical evidence to the other party which states that the employee is now and in the future unable to perform the duties of their appointed position.
- 47.4 The *Employer* can only initiate, with fourteen (14) days notice to the employee, an application for medical retirement if:
- (a) the employee has exhausted all accrued personal/carer's leave; or
 - (b) the *Employer* pays the employee any outstanding accrued personal leave.
- 47.5 (a) Where the employee initiates the medical retirement and if the *Employer* disputes the medical evidence:
- (i) the *Employer* will arrange an assessment with a suitably qualified medical practitioner; and
 - (ii) the *Employer* will pay the costs of such medical assessment including reasonable time and travel for attending the assessment.
- (b) Where the *Employer* initiates the medical retirement and if the employee disputes the medical evidence:
- (i) the employee will arrange an assessment with a suitably qualified medical practitioner; and
 - (ii) if the further medical evidence finds that the employee should not be retired on account of ill health the *Employer* will reimburse the employee for the costs of such medical assessment including reasonable time and travel for attending the assessment.
- (c) The selection of a suitably qualified medical practitioner in **clause 47.5 (a) or (b)** is to be by agreement where possible, but should no agreement be reached within two (2) weeks of notification of the intention to dispute the initial medical evidence, then the party initiating such dispute may select the practitioner from the Personal Injury Commission's approved list.
- (d) the *Employer* will prepare an advice for the suitably qualified 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, the *Employer* representative/s and appropriate *Union* official may also attend the inspection.

47.6 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.

Payment during Medical Retirement Process

47.7 Where the employee initiates the medical retirement and if the *Employer* disputes the medical evidence, the employee will be paid up to six (6) weeks special leave with pay, from the date of notification by the *Employer* 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 (6) week period.

47.8 Where the *Employer* initiates the medical retirement and the employee disputes the medical evidence, the employee will be paid personal/carer's leave. If the further medical evidence finds that the employee should not be retired on account of ill health the *Employer* will recredit the personal/carer's leave taken.

Payment on Termination

47.9 If medical retirement is approved the employee shall be entitled to be paid;

- (a) Notice, calculated in accordance **clause 51.4 (a) and (b)**, regardless of whether the medical retirement is initiated by the *Employer* or the employee; and
- (b) all accrued entitlements ordinarily paid on termination or required by law (outstanding wages, accrued Annual Leave, accrued or pro rata Long Service Leave and Balanced Time/RDO's); and
- (c) subject to **clause 47.9(d)**, the employees accrued personal/carers leave.
- (d) Where the employee has an Income Protection or Total and Permanent Disability (TPD) insurance policy through a Superannuation Fund or through separate insurance arrangements, whether approved by the fund and/or insurer or not, this amount under **clause 47.9(c)** shall not be greater than the amount that would have been paid if the accrued personal/carers leave had been taken in service between the employees' age as at the date of the medical retirement and the date the employee reaches the preservation age, as defined by reg 6.01 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth),

Note: Under reg 6.01 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth) the 'preservation age' is currently:

Date of birth	Preservation age
Before 1 July 1960	55
1 July 1960 – 30 June 1961	56
1 July 1961 – 30 June 1962	57
1 July 1962 – 30 June 1963	58
1 July 1963 – 30 June 1964	59
From 1 July 1964	60

Illustration 1:

John:

- is was born on 10 October 1987;
- is 34.3 years old;
- has 18 years' service;
- is in an accumulation fund; and
- has 1855 hours (53 weeks) of accrued personal/carers leave.

John develops a condition which causes him to be unable to perform his normal duties on the grounds of a physical or mental incapacity.

In addition to outstanding wages, accrued Annual Leave, accrued or pro rata Long Service Leave and Balanced Time/RDO's, John will be paid:

1. four (4) weeks' notice (*clause 49.3(a)*); and
2. 1855 hours (53 weeks) of accrued Personal/Carers Leave.

Illustration 2:

Betty:

- is was born on 1 April 1964;
- is 59.5 years old;
- has 25 years' service;
- is in a Defined Benefit Fund;
- has a TPD insurance policy; and
- has 1120 hours (32 weeks) of accrued personal/carers leave.

Betty develops a condition which causes her to be unable to perform her normal duties on the grounds of a physical or mental incapacity.

In addition to outstanding wages, accrued Annual Leave, accrued or pro rata Long Service Leave and Balanced Time/RDO's, Betty will be paid:

1. four (4) weeks' notice (*clause 49.3(a)*); and
2. an additional week's notice (*clause 49.3(b)*); and
3. 910 hours (26 weeks) of accrued Personal/Carers Leave (*being the number of weeks up until Betty reaches the preservation age*).

48. Summary dismissal

For conduct warranting summary dismissal, the *Employer* may terminate the employee's employment without any notice or payment in lieu of notice.

49. Misconduct

Where an investigation or inquiries determine that an employee has committed misconduct, or contravened any lawful rule or direction of the *Employer*, the *Employer* may:

- (a) terminate the employee's employment in accordance with this *Agreement*; or
- (b) regress the employee to a lower rate of pay; or
- (c) subject the employee to other action as the *Employer* deems appropriate, such as suspension.

The *Employer* must notify the employee in writing of the nature of the misconduct or of the breach of the rule or direction alleged to have been committed.

50. Termination of employment

- 50.1 Employees will give the *Employer* one (1) months' notice of their intention to resign, unless their contract of employment provides for a different period. The *Employer* may waive the requirement for employees to work this period of notice
- 50.2 In all other cases of termination, the *Employer* will give the employee one (1) months' notice, or make payment in lieu of notice, unless their contract of employment provides for a different period.
- 50.3 Employees who are over 45 years old and have completed at least two years of continuous service are entitled to an additional week of notice.
- 50.4 An employee paid notice in lieu will receive what the employee would have been paid had they worked that notice period.

51. Redundancy

- 51.1 The *Employer* may end an employee's employment, following consultation under this *Agreement*, by reason of redundancy. 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) the *Employer* no longer requires the employees' duties to be performed because of changes to operational requirements;
 - (e) the closure of the business.
- 51.2 Where reasonably practicable and subject to suitability, the *Employer* will use its best endeavours to offer alternative employment within the business prior to making a position redundant.
- 51.3 Wherever possible, the *Employer* may seek volunteers for redundancy. Employees will 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 the *Employer* to maintain its ongoing operations.
- 51.4 Where an employee's employment is ended by reason of redundancy (either voluntarily or compulsory) they will receive:
- (a) four (4) 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 (3) weeks per year of continuous service with a maximum of fifty-two (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

51.5 Those employees who terminate employment within the time nominated by the *Employer*, will be entitled to the following additional payments:

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

51.6 Redundant employees will be provided with a statement of service detailing their period of service with the *Employer*, their classification and comment stating that termination was caused by redundancy. A separation certificate will also be provided to the Employee.

51.7 Where the *Employer* initiates a redundancy program, including voluntary redundancy, which results in the total number of redundancies under the program being greater than 20% of the workforce, the *Employer* will, at its cost, provide employees with access to an outplacement service for up to three (3) months.

51.8 Employees being made redundant who have been issued with a personal tool kit to undertake their duties at work will be able to purchase their tool kit.

51.9 An employee whose employment is terminated by reason of redundancy and who has commenced an Employee Assistance Program, the *Employer* will fund up to the six (6) sessions or three (3) months whichever comes first.

51.10 For the purposes of the payment of any redundancy or severance pay under this clause, a week's pay is the employee's *base rate of pay* with any applicable location allowance.

SECTION 8: UNIONS

52. Union arrangements and delegates' rights and responsibilities

- 52.1 The provisions of this clause apply to:
- (a) *Unions* entitled under their rules to represent the interests of employees covered by this *Agreement*; and
 - (b) an employee whose *Union* has advised the *Employer* in writing that the employee has been elected or nominated by their *Union* as a delegate.

Holding of meetings on the *Employer's* premises

- 52.2 Subject to the *Act*, permission to hold any meeting on any of the *Employer's* premises will be requested by the *Union* concerned.
- 52.3 Such a request must be made to the Company Secretary or the Manager of the location and:
- (a) made by the Secretary, Executive Officer, or accredited Union representative, of the *Union*;
 - (b) in writing whenever practicable, or verbally where there is not enough time; and
 - (c) within reasonable time before the proposed meeting.
- 52.4 The request will include:
- (a) the purpose of the meeting;
 - (b) the time and place of the meeting; and
 - (c) the estimated duration of the meeting.
- 52.5 If a request for this meeting be approved, then the lunchroom (or other meeting facilities) may be used within the time agreed upon by the manager and the person making the request.
- 52.6 Should a request for such a meeting not be approved, the meeting will not be held on the *Employer's* premises.
- 52.7 Unless approved by the Chief Executive, employees will not be paid for time spent attending these meetings.

Delegate rights

- 52.8 In addition to the *Act*, the *Employer* recognises that *Union* delegates:
- (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 the *Employer's* 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; and
- (f) will be given reasonable unpaid leave to work with the *Union*.

NOTE: Reference to “their Union’s members” includes representing a member of another Union where agreement between the *Employer* and the respective Unions is reached to enable such representation.

Delegate responsibilities

52.9 A delegate’s responsibilities include:

- (a) consulting with their team leader whenever they propose exercise any of the rights above;
- (b) recognise that work priorities take precedence over the exercise the rights above;
- (c) adhere to the dispute resolution processes in this *Agreement*.

Union delegates – payment for attending meetings

52.10 The parties to this *Agreement* acknowledge and remain committed to the arrangements introduced in February 2006 concerning delegates attending conferences and *FWC* matters, unless otherwise agreed to.

DICTIONARY

In this document, the following the following words or phrases have the following meanings:

Act means the *Fair Work Act 2009* (Cth).

Agreement means this document, the *Delta Electricity Employees Enterprise Agreement 2023*.

Appointed salary point means the employee's salary point as set out in **clause 25.2** of this *Agreement* for their appointed position.

Base rate of pay means the employee's *appointed salary point* (or the hourly rate of pay derived from the *appointed salary point*) exclusive of any and all penalties, allowances, acting arrangements, disability payments or loadings (including but not limited to shift penalties and overtime rates) under this *Agreement*.

Employer means Sunset Power International Pty Ltd trading as Delta Electricity.

FWC means the Fair Work Commission.

Higher-grade pay means, instead of their ordinary pay, the salary point as determined by the *Employer* having regard to the salary point range applicable for the particular higher grade work and the experience of the employee.

Immediate Family means:

- a) a spouse, de factor 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.

life of this Agreement means the period from the time the *Agreement* commences to the nominal expiry date as specified in **clause 4.3**.

Medical Certificate means a certificate from a registered medical practitioner that at least contains:

- 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 the *Employer's* Occupational Health Physician;
- The date the employee first consulted a medical practitioner;
- The medical practitioner's qualifications, name, address and signature; and
- The date of issue of the certificate.

Minimum Engagement Hours means for part-time employees:

- a) not less than four (4) hours a day; or
- b) not less than 14 hours a week.

For casual employees, means:

- a) four (4) hours for administrative and professional officer employees; or
- b) seven (7) hours for engineering officer, power worker or tradespersons; or
- c) one (1) shift for operators.

For Casual Occupational Health Nurses (or any other employee) means three (3) hours.

NES means the National Employment Standards as established under the *Act*.

Overtime Rates means double time of the *base rate of pay* or the applicable allowance.

Parties means the *Employer*, the employees and the *Unions*.

Public Holidays are those days proclaimed as public holidays for the state of New South Wales presently being:

- a) 1 January (New Year's Day);
- b) 26 January (Australia Day);
- c) Good Friday;
- d) Easter Monday;
- e) 25 April (Anzac Day);
- f) the Sovereign's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- g) 25 December (Christmas Day);
- h) 26 December (Boxing Day);
- i) any other day, or part-day, declared or prescribed by or under a law of NSW to be observed generally within NSW, or a region of NSW, 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.

Senior Executive means an employee who is the Chief Executive and an employee employed pursuant to senior manager contract.

Span of hours means:

- a) for day workers, Monday to Friday inclusive, between 7.00am to 5:30pm;
- b) for shift workers, Monday to Sunday inclusive.

TSP means Total Salary Package.

Union or **Unions** means either singly or collectively:

- a) The Association of Professional Engineers, Scientists and Managers, Australia (also known as Professionals Australia, NSW Branch);
- b) the Construction, Forestry, Mining, Maritime and Energy Union – Northern Mining and Energy District;

- c) the Communications Electrical and Plumbing Union (CEPU);
- d) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU); and
- e) the Community and Public Sector Union (CPSU).
- f) the Australian Municipal, Administrative, Clerical and Services Union (ASU)

WHS Act means the *Work Health and Safety Act 2011* (NSW).

For the purposes of this *Agreement*, a reference to 'in writing' can be by email.

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 2023	First pay period on or after 1 Jan 2024	First pay period on or after 1Jan 2025
1	cl. 26.1	Locations Allowance 1	Week	\$130.59	\$135.81	\$141.25	\$146.90
2	cl. 26.1	Locations Allowance 2	Week	\$105.64	\$109.87	\$114.26	\$118.83
3	cl. 26.1	Locations Allowance 3	Week	\$159.90	\$166.30	\$172.95	\$179.87
4	cl. 26.1	Locations Allowance 4	Week	\$52.50	\$54.60	\$56.78	\$59.06
5	cl. 26.3	ATAR	Week	\$14.50	\$15.08	\$15.68	\$16.31
6	cl. 10.4	Occupational Nursing Certificate/ Diploma in Community Nursing	Week	\$46.49	\$48.35	\$50.28	\$52.29
7	cl. 32.11	Early Morning Shift	Shift	\$17.03	\$17.71	\$18.42	\$19.16
8	cl. 32.11	Afternoon Shift	Shift	\$61.43	\$63.89	\$66.44	\$69.10
9	cl. 32.11	Night Shift	Shift	\$61.43	\$63.89	\$66.44	\$69.10
10	cl. 31.23	Meal Allowance on Overtime	Occurrence	\$33.01	\$34.33	\$35.70	\$37.13
11	cl. 31.23	Meal Allowance if Overtime Cancelled	Occurrence	\$19.98	\$20.78	\$21.61	\$22.47
12	cl. 33.4	Standby Allowance	Week	\$175.28	\$182.29	\$189.58	\$197.17
13	cl. 34.12	Private Use of Motor Vehicle	Kilometre	\$1.05	\$1.09	\$1.14	\$1.18
14	cl. 35.1	Working away from Headquarters	Night	\$4.28	\$4.45	\$4.63	\$4.81

Item	Clause	Description	Basis (hour /week/ occurrence)	Current Rate	First pay period on or after 1 Jan 2023	First pay period on or after 1 Jan 2024	First pay period on or after 1Jan 2025
15	cl. 35.5(b)	Travel - Meal Allowance	Each way	\$20.28	\$21.09	\$21.93	\$22.81

SIGNATORIES

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



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

Signed for and on behalf of Bargaining
Representatives:



Mark McGrath
Vice President
CFMMEU, Northern Mining and NSW
Energy District
67A Aberdare Rd
Aberdare NSW 2325



**Vales Point Production Operator
Total Salary Package (TSP)
Agreement
2023**

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2019, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

1. Relationship to the Delta Electricity Employees Enterprise Agreement 2023
 - 1.1 Any reference to the Delta Electricity Employees Enterprise Agreement 2023 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 2023 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:
 - 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 2019.

Vales Point Production Operator Total Salary Package (TSP) Agreement 2023

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 2023.
- 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 32.9 to 32.28), 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

Vales Point Production Operator Total Salary Package (TSP) Agreement 2023

accordance with clause 32.33 of the Delta Electricity Employees Enterprise Agreement 2023); 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 2023

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 32.46(c) of the Delta Electricity Employees Enterprise Agreement 2023.
- 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 32.28 of the Delta Electricity Employees Enterprise Agreement 2023.
- 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 32.28 of the Delta Electricity Employees Enterprise Agreement 2023.
- 11.4 The following teams will observe the Public Holiday when it falls (refer to Delta Electricity Employees Enterprise Agreement 2023 clause 32.28):
- 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

Vales Point Production Operator Total Salary Package (TSP) Agreement 2023

Shift Manager may require an operator to transfer in accordance with the Enterprise Agreement.

13. Issues Resolution
- 13.1 In the event of a dispute, the parties agree that the dispute will be dealt with under Clause 23 Grievance and Disputes Procedure of the Delta Electricity Employees Enterprise Agreement 2023.
14. Termination
- 14.1 This Agreement shall have a nominal term the same as provided for by Clause 4.3 of the Delta Electricity Employees Enterprise Agreement 2023.
- 14.2 Within the nominal term this Agreement can only be modified or terminated by agreement between the parties.
- 14.3 If 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

Bagster S.	Jenkins B.	Sloane M.
Baldwin M.	Kime G.	Taylor L.
Banks T.	McPhan G.	Treherne D.
Brind A.	Phillips D.	Trevithick W.
Darbin P.	Phillips J.	Walker B.
Grieves T.	Phillips T.	Winn M.
Hill M.	Regan P.	
Holmes S.	Rostron P.	



Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2023

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2019, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

1. Relationship to the Delta Electricity Employees Enterprise Agreement 2023

1.1 Any reference to the Delta Electricity Employees Enterprise Agreement 2023 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 2023 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:

 - 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 2019.
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 2023.

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.

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 Mobile Coal Plant Operator's salary point according to their appointment.
- 4.3 The specific Enterprise Agreement conditions (clauses 32.9-32.28), 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 Mobile Coal Plant Operators employees while providing the group with a constant and predictable income
6. Application
- 6.1 The rate is paid for:
- Time worked
 - Annual Leave Personal/Carers Leave (subject to clause 6.2) and Long Service Leave (subject to clause 8 Long Service Leave)
 - "H" days
 - Training
 - Secondments
 - Workers compensation accident pay make-up
- 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.
7. Shifts for Superable Salary
- 7.1 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

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.

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

10. Issues Resolution


10.1 In the event of a dispute, the parties agree that the dispute will be dealt with under Clause 23 Grievance and Disputes Procedure of the Delta Electricity Employees Enterprise Agreement 2023.

11. Termination

11.1 This Agreement shall have a nominal term the same as provided for by Clause 4.3 of the Delta Electricity Employees Enterprise Agreement 2023.

Within the nominal term this Agreement can only be modified or terminated by agreement between the parties.

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).

Procedure Name:	Production Operator Skill Development Model	Date:	27 October 2022	
Procedure Number:	DES PE 001-44	Version:	2.0	
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:

- a) clearly outline the required competencies and duties for Production Operators at Delta Electricity;
- b) 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;
 - a) an employee is redeployed under circumstances outlined in cl. 51.1 (a) – (d) of the Delta Electricity Employees Enterprise Agreement 2023. This clause is not intended to replace the provisions or operation of clause 51;
 - b) 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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Procedure Name:	Production Operator Skill Development Model	Date:	27 October 2022	
Procedure Number:	DES PE 001-44	Version:	2.0	
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 Operations and include a mix of representatives from key stakeholder groups for the purpose of reviewing the POSDM on a quarterly basis or such other frequency agreed by the Committee.

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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Business Unit:	Production	Contact:	David Morris	

4. Responsibilities

Executive Manager Generation

- 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.
- Authority to convene panels to facilitate the appeal process and make recommendations based on their findings.

Manager Operations

- 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 PFR system.
- Authorise competency assessment results.
- Review and endorse/not endorse salary submissions for Executive Manager Generation review.


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

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required, provide relevant feedback/ recommendations to the Executive Manager Generation 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, 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 PFR 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

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- 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 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).

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Procedure Name:	Production Operator Skill Development Model	Date:	27 October 2022	
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Business Unit:	Production	Contact:	David Morris	

- 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 core PD at SP 18, up to a maximum of SP34.
- 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 (PFR) will be used by all participants in the Model. PFR will be used to discuss/review/record:
 - a) Performance of duties;
 - b) Skills performed and required including skills maintenance;
 - c) Training required;
 - d) Career progression; and
 - e) Salary progression.

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

- Modules 1 to 17 (inclusive) and 19 to 21a (inclusive) are available for accreditation between SP 18 and up to and including SP 30
- Modules 18, 19 and 22 to 27 (inclusive) are available for accreditation (and are the only modules to be utilised) for the movement between SP31 and SP34 (Module 19 can only be used once ie between SP18 to SP30 or between SP31 to SP34)
- SP 31 accreditation requires Module 1, 2, 3, 4*, 5, 6, 7, 8, 9, 17, 18, plus at least 2 other modules from Modules 10 to 21a (inclusive)
- Module 9 – Operator Skills is a prerequisite to progress beyond SP26

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- 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)

* Not required for Production Operators (appointed as at 1 November 2020) who have not commenced Module 4 training as at 11 March 2015.

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


- Participate in the PFR 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 PFR;
 - 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 PFR 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 PFR reviews. The completed salary submission should be provided to HR.
- Salary submissions will be sent to the Executive Manager Generation 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


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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 Executive Manager Generation.

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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 Operations in writing of the appeal. The Manager Operations will form an appeal panel made up of the Manager Operation'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 Executive Manager Generation.

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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MAINTENANCE EMPLOYEE COMPETENCY MODEL (MECM)

1.0 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.

2.0 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.

3.0 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

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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 Manager Maintenance 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.

4.0 Responsibilities

Executive Manager Generation

- 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.

Manager Maintenance

- 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 PFR system.
- Authorise competency assessment results.
- Review and endorse/not endorse salary submissions for Executive Manager review.
- Authority to convene panels to facilitate the appeal

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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.

MECM Committee

- Develop and regularly review Committee Charter (on a quarterly basis or such other frequency agreed by the Committee).
- Conduct regular reviews (at least every 6 months or such other frequency agreed by the Committee) of the MECM and, where required, provide relevant feedback/ recommendations to the Executive Manager Generation 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.

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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;
 - 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.

5.0 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.

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

6.0 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

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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.

7.0 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:
 - 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

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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.

8.0 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:

- the employee is deemed competent at their existing salary point and would progress normally through the model;
- the employee is deemed competent above their existing salary point and a recommendation would be forwarded to the General Manager for approval; or
- 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 1 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.

9.0 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 Executive Manager.

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10.0 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 Manager Maintenance'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.

11.0 Ongoing Review of MECM

The MECM Committee will conduct regular reviews (at least every 6 months or such other frequency determined by the Committee) of the Model and provide relevant feedback/ recommendations to the Manager Maintenance Manager and Executive Manager Generation.

11.0 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

	<p>– normally no more than 5</p>	<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-imburement 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