FairWork Commission

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Delta Power And Energy (Vales Point) Pty Ltd T/A Delta Electricity
(AG2026/1592)

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2026

Electrical power industry

DEPUTY PRESIDENT SAUNDERS NEWCASTLE, 27 JULY 2026

Application for approval of the Delta Electricity Employees' Enterprise Agreement 2026

[1] An application has been made for approval of an enterprise agreement known as the *Delta Electricity Employees Enterprise Agreement 2026* (***Agreement***). The application was made pursuant to section 185 of the *Fair Work Act 2009* (***Act***). The Agreement is a single enterprise agreement.

[2] Section 205A(2) of the Act provides that if the delegates' rights term in the agreement is less favourable than the delegates' rights term in the modern awards that cover the workplace delegates, the most favourable term of those in the modern awards is taken to be a term of the enterprise agreement. The Agreement contains a delegates' rights terms at clause 54. The applicable award is *Electrical Power Industry Award 2020 (**Award**).* When compared to the Award, the Agreement terms appear less favourable. Pursuant to subsection 205A(2)(b) of the Act, clause 26A of the Award is taken to be a term of the Agreement and clause 54 of the Agreement has no effect.

[3] The Employer has provided written undertakings (***Undertakings***). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

(a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[4] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[5] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[6] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 3 August 2026. The nominal expiry date of the Agreement is 31 December 2029.

[8] Mining and Energy Union; Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU); Association of Professional Engineers, Scientists and Managers, Australia; CPSU, the Community and Public Sector Union-SPSF Group; Australian Municipal, Administrative, Clerical and Services Union; and CPSU, the Community and Public Sector Union; being bargaining representatives for the Agreement, have each given notice to the Fair Work Commission that they want the Agreement to cover them. In accordance with s 201(2) of the Act, I note that the Agreement covers the above unions.

<u>DEPUTY PRESIDENT</u>

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2026/1592

Applicant:

Delta Power & Energy (Vales Point) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stephen Gurney, Company Secretary/General Counsel have the authority given to me by Delta Power & Energy (Vales Point) Pty Ltd t/as Delta Electricity to give the following undertakings with respect to the Delta Electricity Employees' Enterprise Agreement 2026 ('the Agreement'):

In providing the undertakings, words and phrases used in the undertaking have the same meaning as defined in the Agreement.

1. *Clause 38.11 Cashing out of Annual Leave.*

   In addition to the provisions contained in clause 38.11, the following provisions will be applied consistent with s 93(2) of the *Act* for the purposes of the *NES*, namely;

   a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

   b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the *Employer* and the employee; and

   c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

2. *Clause 53.4(c) Redundancy.*

   In addition to the provisions contained in clause 53.4(c), for an employee with at least 1 year but less than 2 years' service, redundancy pay made under cl 53.4(c) of the Agreement will be not less than that provided for under s 119 of the *Act*.

3. *Clause 41 Compassionate leave*

   Consistent with the provisions of s104(1)(b) and (c) of the *Act*, the entitlement to compassionate leave will extend to circumstances where:

   a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or

   b) the employee, or the employee's spouse or de facto partner, has a miscarriage.

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

Signature

14 July 2026
Date

Delta Electricity Employees' Enterprise Agreement 2026

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

Note – in accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement.

SECTION 1: ABOUT THIS AGREEMENT

1. Title

This is the *Delta Electricity Employees Enterprise Agreement 2026*.

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 Managers*); 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 2023.

4.2 This *Agreement* will operate from 1 January 2026 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 2029.

5. Intention of this *Agreement*

5.1 This *Agreement* has many predecessors.

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 3(b) – Coverage

(b) clause 10.3(a) - Casual employment;

(c) clause 12 - Operator Salary Agreements;

(d) clause 14 - Skill development;

(e) clause 22 - Just transition;

(f) clause 23 - Right to disconnect;

(g) clause 27.2 – Wage rates;

(h) clause 28 – Allowances;

(i) clause 30 – Superannuation;

(j) clause 31 – Hours of work;

(k) clause 32.4 – Meal breaks – day workers;

(l) clause 33.1 – Overtime;

(m) clause 33.4 – Overtime;

(n) clause 33.26 – Overtime;

(o) clause 34.37 – Shift work;

(p) clause 35 – Standby allowance;

(q) clause 38.13 – Annual leave;

(r) clause 38.15 - Annual leave;

(s) clause 39.4 – Personal/carer’s leave;

(t) clause 39.9 - Personal/carer's leave;

(u) clause 44 – Parental leave;

(v) Dictionary;

(w) 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 31.1**.

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 the daily agreed ordinary hours (which may, by mutual agreement, exceed seven (7) hours per day), or, where no such agreement exists, 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 10.3(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 7** 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 E*mployer* 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 25**.

12. Operator Salary Agreements

Vales Point Mobile Coal Plant Operator TSP Agreement 2026

12.1 The terms of the Vales Point Mobile Coal Plant Operator *TSP* Agreement 2026 will form part of this *Agreement*.

12.2 The provisions of the Vales Point Mobile Coal Plant Operator *TSP* Agreement 2026 will apply in lieu of **subclauses 34.9 to 34.28, 34.46(c)** and **43.11** of this *Agreement*.

12.3 Where the Vales Point Mobile Coal Plant Operator *TSP* Agreement 2026 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 2026

12.4 The terms of the Vales Point Production Operator *TSP* Agreement 2026 will form part of this *Agreement*.

12.5 The provisions of the Vales Point Production Operator *TSP* Agreement 2026 will apply in lieu of **subclauses 34.9 to 34.28, 34.46(a), 34.46(c)** and **43.11** of this *Agreement*.

12.6 Where the Vales Point Production Operator *TSP* Agreement 2026 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).

Vales Point Production Operator ORA Agreement 2026

12.7 The terms of the Vales Point Production Operator ORA Agreement 2026 will form part of this *Agreement*.

12.8 The provisions of the Vales Point Production Operator *ORA* Agreement 2026 will apply in lieu of **subclauses 34.9 to 34.28, 34.46(c)** and **43.11** of this *Agreement*.

12.9 Where the Vales Point Production Operator *ORA* Agreement 2026 is terminated in accordance with its terms, all provisions of the Vales Point Production Operator *ORA* Agreement will cease to be operative and the provisions of **subclauses 12.7** and **12.8** 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)
Technician	Technician Salary Progression Framework
Maintenance Technician	Maintenance Technician 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), the Maintenance Technician Framework, the Technician Salary Progression Framework, and the Production Operator Skills Development Model (POSDM) which provide a framework for skills development and salary progression.

14.3 The Maintenance Technician Framework will apply to all current and newly appointed Maintenance Technicians. The Technician Salary Progression Framework will continue to apply only to those employees who were appointed to the position of ‘Technician’ as at the date of approval of this *Agreement*. Both Frameworks are retained to ensure continuity of progression for affected employees.

14.4 The Maintenance Employee Competency Model (MECM), the Production Operator Skills Development Model (POSDM), the Technician Salary Progression Framework and the Maintenance Technician Framework do not form part of this *Agreement* and the terms are not incorporated as terms of this *Agreement* . Any amendments to these models will be developed through a consultative process.

14.5 Where amendments to the MECM, POSDM or Maintenance Technician Framework are proposed, the Employer will establish a subcommittee comprising representatives nominated by affected employees, the relevant line management, and a People & Culture representative/s. The subcommittee will review and recommend changes through consultation and agreement. Any agreed changes will be documented and communicated to affected employees.

14.6 The Subcommittee, via majority vote, will determine whether a proposed amendment constitutes a minor or significant change.

(a) Minor changes may be implemented where the Subcommittee reaches agreement

(b) Significant changes will be subject to consultation with affected employees and will only proceed where a majority of affected employees indicate agreement to the proposal

(c) For the avoidance of doubt, the requirement for majority agreement applies only to significant changes as determined by the Subcommittee.

14.7 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.

14.8 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.

POSDM Review

14.9 The *Employer* and employees acknowledge that the current Production Operator Skills Development Module (POSDM) provides for the progression of Operators based on completion of specific skills modules.

14.10 The *parties* agree that the POSDM framework will be reviewed with the intent of developing a revised position and classification structure for Production Operators that more accurately reflects operational requirements, capability, and job responsibilities.

14.11 To progress this review the *Employer* will convene a POSDM Review Subcommittee within three months of the date of the *Agreement*, comprising:

(a) The Operations Manager (as Chair);

(b) One Shift Manager as either volunteered or nominated by the Operations Manager;

(c) A nominated employee representative from each shift of the Operations workforce;

(d) The People & Culture Business Partner for Vales Point Power Station; and

(e) The Learning & Development Specialist.

14.12 The Subcommittee will operate on a consultative and collaborative basis and will be responsible for:

(a) Reviewing the current POSDM structure and identifying limitations;

(b) Developing a revised role and progression framework for Operators, supported by position descriptions; and

(c) considering and recommending appropriate classification and remuneration levels having regard to relevant benchmarking tools and methodologies, including but not limited to the job evaluation methodology used by the *Employer* for other occupational groups.

Any such methods may be used to inform discussion and support decision-making but will not determine outcomes in the absence of agreement.

14.13 The Subcommittee will aim to finalise recommendations for endorsement by the Employer within 12 months of being formed.

14.14 Until such time as a revised structure is finalised, approved and implemented, the current POSDM framework and associated remuneration arrangements will continue to apply.

14.15 If, following consultation, the Subcommittee and affected employees are unable to reach agreement on the revised structure, the current POSDM framework and associated remuneration will remain in operation and any amendments will be dealt with under clause 14.5 and 14.6 of this Agreement.

14.16 Subject to **subclause 14.13**, any proposed change to the existing structure will be subject to consultation with affected employees and reasonable notice prior to implementation.

14.17 Where the Subcommittee has reached consensus on a revised structure and that structure is supported by a majority of affected employees, the proposed framework will be submitted for review and approval by the Power Station Manager. Where the Subcommittee has reached consensus, approval will not be unreasonably withheld.

14.18 Once approved and implemented, any further amendments will be dealt with under **clauses 14.5 and 14.6** of this agreement

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 sensitively, 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 26.1 and 26.2**;

(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 25** 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. Just transition

22.1 At the time that the *Employer* is required to make a notification in accordance with the *Net Zero Economy Authority Act*, or other relevant legislation, the Employer commits to applying fair and consultative processes consistent with the principles of a "Just Transition," including:

(a) early and genuine consultation with affected employees and their representatives;

(b) reasonable efforts to explore redeployment, retraining or upskilling opportunities via Individual Transition Plans where practicable; and

(c) ensuring compliance with applicable legislative obligations, including under the *Net Zero Economy Authority Act 2024*, or other relevant legislation and any associated Community of Interest determinations.

Establishment of a Just Transition Working Group

22.2 The *Employer* recognises that, although closure of operations is not anticipated in the near term, long-term structural or operational change may impact employees.

22.3 The Working Group will comprise management representatives and employee-nominated representatives, including union representatives if requested.

22.4 The JTWG is a consultative and advisory forum only. Its purpose is to facilitate discussion, information-sharing and feedback in relation to potential long-term workforce impacts associated with transition planning. The JTWG may:

(a) receive and discuss information relating to transition planning, workforce impacts or potential skill needs;

(b) identify matters that employees wish to raise for consideration by the Employer;

(c) provide non-binding feedback on possible redeployment, retraining or upskilling opportunities; and

(d) identify emerging issues for further consultation.

The JTWG does not have decision-making authority and cannot bind the *Employer*. Recommendations of the JTWG are for consideration only.

22.5 The JTWG will meet at least once every twelve (12) months, or more frequently where agreed by its members. Meeting frequency may increase as the business approaches any substantive transition event or where required under applicable legislation.

22.6 Nothing in this clause:

(a) alters or extends the *Employer's* obligations under this *Agreement*;

(b) creates enforceable rights beyond those provided by applicable legislation;

(c) requires the *Employer* to adopt or implement recommendations of the JTWG; or

(d) limits the *Employer's* ability to make operational decisions in accordance with the Agreement and the law.

23. Right to disconnect

23.1 This clause provides for the exercise of an employee's right to disconnect under section 333M of the Act.

23.2 Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(a) the *Employer* outside of the employee's working hours;

(b) a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours

23.3 Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

23.4 Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

23.5 Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

23.6 The general protections in Part 3-1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

23.7 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

23.8 **Clause 23.7** does not prevent the *Employer* from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:

(a) the employee is being paid the standby allowance under clause 35; and

(b) the *Employer*'s contact is to notify the employee that they are required to attend or perform work or give other notice about the standby duty.

23.9 **Clause 23.7** does not prevent the *Employer* from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of an opportunity for overtime work under **clause 33**.

24. Individual flexibility arrangements

24.1 The *Employer* and employee covered by this *Agreement* may agree to make an individual flexibility arrangement to vary the terms of the *Agreement* if:

(a) The arrangement deals with one or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

24.2 The *Employer* must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009;* and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

24.3 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 of 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.

24.4 The *Employer* must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

24.5 The *Employer* or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the *Employer* and employee agree in writing – at any time.

25. Dispute resolution procedures

Purpose

25.1 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

25.2 The *parties* recognise grievances should be resolved speedily and effectively with factual information, without recourse to industrial action.

25.3 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.

25.4 Appropriate confidentiality must be maintained at all times.

Process

25.5 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.

25.6 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

26. Classifications and job evaluation

26.1 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.

26.2 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*.

26.3 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

26.4 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

27. Wages

Wage increases

27.1 The *parties* agree that the increases in wages under **subclause 27.2** 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

27.2 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 pay period on or after 1 Jan 2026 (6.5%)	First pay period on or after 1 Jan 2027 (4.5%)	First pay period on or after 1 Jan 2028 (4%)	First pay period on or after 1 Jan 2029 (4%)
1	$731.67	$779.23	$814.29	$846.87	$880.74
2	$847.91	$903.02	$943.66	$981.41	$1,020.66
3	$963.62	$1,026.26	$1,072.44	$1,115.33	$1,159.95
4	$1,080.52	$1,150.75	$1,202.54	$1,250.64	$1,300.66
5	$1,138.13	$1,212.11	$1,266.65	$1,317.32	$1,370.01
6	$1,195.58	$1,273.29	$1,330.59	$1,383.81	$1,439.17
7	$1,250.71	$1,332.01	$1,391.95	$1,447.62	$1,505.53
8	$1,308.33	$1,393.37	$1,456.07	$1,514.32	$1,574.89
9	$1,368.10	$1,457.03	$1,522.59	$1,583.50	$1,646.84
10	$1,430.04	$1,522.99	$1,591.53	$1,655.19	$1,721.40
11	$1,497.29	$1,594.61	$1,666.37	$1,733.03	$1,802.35
12	$1,569.24	$1,671.24	$1,746.45	$1,816.30	$1,888.96
13	$1,642.69	$1,749.46	$1,828.19	$1,901.32	$1,977.37
14	$1,719.45	$1,831.21	$1,913.62	$1,990.16	$2,069.77
15	$1,800.38	$1,917.40	$2,003.69	$2,083.84	$2,167.19
16	$1,885.79	$2,008.37	$2,098.74	$2,182.69	$2,270.00
17	$1,950.73	$2,077.53	$2,171.02	$2,257.86	$2,348.17
18	$2,018.84	$2,150.06	$2,246.82	$2,336.69	$2,430.16
19	$2,088.61	$2,224.37	$2,324.47	$2,417.44	$2,514.14
20	$2,160.71	$2,301.16	$2,404.71	$2,500.90	$2,600.93

Salary Point	Current Rate	First pay period on or after 1 Jan 2026 (6.5%)	First pay period on or after 1 Jan 2027 (4.5%)	First pay period on or after 1 Jan 2028 (4%)	First pay period on or after 1 Jan 2029 (4%)
21	$2,236.15	$2,381.50	$2,488.67	$2,588.21	$2,691.74
22	$2,313.58	$2,463.96	$2,574.84	$2,677.83	$2,784.95
23	$2,393.83	$2,549.43	$2,664.15	$2,770.72	$2,881.55
24	$2,476.75	$2,637.74	$2,756.44	$2,866.69	$2,981.36
25	$2,562.18	$2,728.72	$2,851.51	$2,965.57	$3,084.20
26	$2,651.10	$2,823.42	$2,950.48	$3,068.49	$3,191.23
27	$2,743.19	$2,921.50	$3,052.96	$3,175.08	$3,302.09
28	$2,839.09	$3,023.63	$3,159.69	$3,286.08	$3,417.53
29	$2,937.01	$3,127.92	$3,268.67	$3,399.42	$3,535.40
30	$3,038.25	$3,235.74	$3,381.34	$3,516.60	$3,657.26
31	$3,143.66	$3,348.00	$3,498.66	$3,638.60	$3,784.15
32	$3,252.58	$3,464.00	$3,619.88	$3,764.67	$3,915.26
33	$3,365.78	$3,584.56	$3,745.86	$3,895.70	$4,051.52
34	$3,482.18	$3,708.52	$3,875.41	$4,030.42	$4,191.64
35	$3,603.23	$3,837.44	$4,010.12	$4,170.53	$4,337.35
36	$3,728.12	$3,970.45	$4,149.12	$4,315.08	$4,487.69
37	$3,857.52	$4,108.26	$4,293.13	$4,464.86	$4,643.45
38	$3,989.56	$4,248.88	$4,440.08	$4,617.68	$4,802.39
39	$4,129.26	$4,397.66	$4,595.56	$4,779.38	$4,970.55
40	$4,271.97	$4,549.65	$4,754.38	$4,944.56	$5,142.34

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

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

28. Allowances

Location and other allowances

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

<table>
<tr><th>Title</th><th>Who is eligible</th><th>Allowance amount
(Appendix 1)</th></tr>
<tr><td>Location Allowance 1</td><td>The following employees appointed to power stations:
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.</td><td>Item 1</td></tr>
<tr><td>Location Allowance 2</td><td>Administrative Officers, Professional Officers, Engineering Officers who spend less than 50% of their time outside of the office.</td><td>Item 2</td></tr>
<tr><td>Location Allowance 3</td><td>Power workers, Tradespersons, Technicians, Production Operators and Maintenance Team Leaders.</td><td>Item 3</td></tr>
<tr><td>Location Allowance 4</td><td>Employees appointed to Head Office</td><td>Item 4</td></tr>
</table>

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

28.3 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*

28.4 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).

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

28.6 The location allowances in **clause 28.1** 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 hours x ($100 / 35 hours) x 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 hours x ($100 / 35 hours) = $11.42

28.7 The location allowances in **clause 28.1** 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.

28.8 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

28.9 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*.

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

Business Performance Allowance

28.11 Employees who are employed and paid under the salary point scale at **clause 27.2** will be paid a Business Performance Allowance (“BPA”) as per **Item 6** of **Appendix 1**.

28.12 The BPA will be paid as a flat weekly allowance in recognition of business performance and operational outcomes.

28.13 The BPA will be:

(a) paid weekly;

(b) treated as ordinary time earnings for the purposes of superannuation;

(c) subject to applicable taxation obligations; and

(d) paid on a pro-rata basis for part time and casual employees.

28.14 The BPA is payable:

(a) on ordinary hours worked;

(b) while the employee is on paid leave including, but not limited to, annual leave, paid personal/carer’s leave and long service leave;

(c) during periods of unpaid parental leave; and

(d) while the employee is receiving accident pay under this *Agreement* for up to 52 weeks.

28.15 The BPA does not form part of the ordinary rate for the calculation of overtime, penalty rates or other loading-based entitlements under this *Agreement*.

28.16 The BPA amount will remain fixed for the life of this *Agreement*.

29. Payment of salaries

29.1 Employees will be paid weekly for hours worked.

29.2 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

29.3 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).

29.4 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.

29.5 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.

29.6 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

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

29.8 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.

29.9 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

29.10 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.

29.11 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.

30. Superannuation

30.1 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.

30.2 Prior to 30 June each year, the employee may instead elect to have the additional 2% superannuation contribution provided in one of the following forms. There can only be one (1) election for each financial year.

(a) Paid as a cash allowance equal to 0.85% of the employee's ordinary time earnings for superannuation purposes, including loadings or allowances that form part of the employee's ordinary time earnings; or

(b) Converted to additional annual leave at 0.85% in accordance with the principles and conditions set out in **clause 38.12** of this agreement regarding purchase of leave.

30.3 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.

30.4 Where an employee is absent from work and in receipt of workers compensation payments which would otherwise not be salary or wages as defined in subsection 11(1) of the *Superannuation Guarantee (Administration) Act 1992* (SGAA) and in paragraphs 39, 68, and 76 of the Australian Tax Office Superannuation Guarantee Ruling (SGR2009/2), the *Employer* will pay superannuation contributions, including the contribution provided for in **clause 30.1** of this *Agreement*, on such workers compensation payments on behalf of the employee for a maximum period of three (3) months in respect of that workers compensation claim.

30.5 The payment under **clause 30.4**, together with any superannuation payment made for any work actually performed in the period, shall not exceed contributions for Ordinary Time Earnings which the *Employer* would have made to avoid payment of the superannuation guarantee charge accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth), had the employee not been on workers compensation.

30.6 The maximum period of three (3) months' superannuation under **clause 30.4** shall be for each workers compensation claim (including a recurrence of the same injury where treated as the same claim) and includes any cumulative periods of absence, or part absence, arising from the same claim, whether consecutive or not.

30.7 Any payment of superannuation contributions beyond the three (3) month period referred to in this clause will be at the sole discretion of the Employer.

30.8 Nothing in this clause creates an ongoing obligation to pay superannuation contributions during periods of workers compensation beyond those expressly set out above.

Salary sacrifice to superannuation

30.9 An employee may elect, by agreement with the *Employer*, to sacrifice a portion of their salary to additional superannuation contributions.

30.10 Such election must be made prior to the commencement of the period of service to which the earnings relate.

30.11 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.

30.12 Where the employee elects to salary sacrifice superannuation under this clause, the *Employer* will pay the sacrificed amount into the fund.

30.13 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 30.9** 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

31. Hours of work

31.1 The ordinary hours of work for a full-time day worker is thirty-five (35) hours per week. For site-based employees these hours may be arranged in accordance with an agreed work pattern or arrangement that averages thirty-five (35) hours per week over a defined work cycle as follows:

(a) a standard thirty-five hour week across five days;

(b) a nine-day fortnight arrangement where the average ordinary hours are seventy (70) hours per fortnight; or

(c) a four-week work arrangement where the average ordinary hours are one hundred and forty (140) over a four-week period (i.e. an average of thirty-five (35) hours per week), which may include arrangements such as working nineteen (19) days over a four-week cycle; or

(d) Any other agreed work pattern which may operate over a different cycle, provided that the average ordinary hours over the cycle do not exceed thirty-five (35) hours per week (*Extended Span Arrangement).*

31.2 Subject to **clauses 31.4 to 31.9** the work pattern including 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.

Span of Hours

31.3 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.).

31.4 An employee may request to work an *Extended Span Arrangement.* The *Employer* will not unreasonably refuse such a request, having regard to the nature of the work performed by the employee, the work pattern being worked by other members of the group or team, the operational requirements and the suitability of the arrangement for the work being performed.

31.5 By consultation and agreement between the *Employer* and the affected employees (or their representatives), the *span of hours* for day workers may be extended to between 5.00 a.m. and 7.30 p.m. Monday to Friday inclusive, to accommodate alterative work patterns (under **clause 31.1(d)**) which may include, but not be limited to, work patterns facilitating a compressed working week or extended-day arrangements (*Extended Span Arrangements*).

31.6 Where such an *Extended Span Arrangement* is in place, the ordinary hours worked within the extended span will not attract shift penalties or loadings under this *Agreement*. For the avoidance of doubt, this provision does not apply where the *Employer* directs an employee to work outside the standard *span of hours*; in such circumstances, the applicable shift penalties or loadings under this agreement will apply.

31.7 Participation in an *Extended Span Arrangement* will be voluntary and by mutual agreement.

31.8 The details of the *Extended Span Arrangement* will be confirmed in writing by the *Employer*.

31.9 The *Parties* recognise that business needs can change from time to time and the *Employer* may reasonably cancel any working pattern, including an *Extended Span Arrangement*, other than work patterns under **clause 31.1(a) to (c),** and **clause 34** following consultation with affected employees and by giving at least one (1) months notice. An employee may also withdraw from an *Extended Span Arrangement* following consultation with the *Employer* and by giving reasonable notice.

31.10 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.

31.11 Employees working in the Sydney Office may elect to work a flexible or staggered working hours system in accordance with procedures set down by the *Employer*.

31.12 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.

31.13 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.

31.14 The parties acknowledge that ‘Shower Time’ is a custom and practice that has existed at Vales Point. Consistent with the commitments given in **clause 27.1(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.

32. Meal breaks – day workers

32.1 Employees are entitled to normal unpaid meal breaks on working days unless there is an emergency.

32.2 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.

32.3 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.

32.4 Smoking/vaping may only be undertaken during designated meal or rest breaks and in approved areas.This requirement also applies to shift workers during their designated crib breaks under **clause 34.38**.

Overtime – Monday – Friday

32.5 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.

32.6 The meal break will be paid at the *Overtime Rates*.

32.7 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*

32.8 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 32.5**.

Overtime – meal breaks count

32.9 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.

33. Overtime

33.1 Overtime will be worked where it has been requested by, or agreed in advance with, the employee's Team Leader or Manager. Where it is not reasonably practicable to obtain prior agreement, the employee must notify their Team Leader or Manager as soon as practicable.

What is overtime?

33.2 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*.

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

33.4 The Employer recognises the value of providing additional work opportunities to Employees. Where overtime or night shift work is required, the Employer will make reasonable and good faith efforts to offer this work to suitably qualified and available Employees before engaging contractors to perform such work, having regard to business needs and safety. Where contractors are engaged to perform overtime or night shift work that could reasonably have been offered to Employees, the Employer will, upon request, provide an explanation to the affected Employees and/or their representatives outlining the reasons for the decision. The Employer and Employees agree to consult in good faith on any systemic or recurring concerns regarding the allocation of additional hours between Employees and contractors.

How is it calculated?

33.5 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?

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

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

Day Workers	In ordinary hours	Triple time
	Outside ordinary hours	*Overtime Rates*
Shift Workers	All hours worked	2 ½ times

Minimum payment for non-merging overtime

33.8 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 35.**

33.9 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

33.10 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 36.**

Time off after overtime

33.11 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.

33.12 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.

33.13 Employees will be paid at ordinary rates for any working time which occurs during this break.

33.14 The conditions in **subclauses 33.11** and **33.12** do not apply to day workers for overtime for which a minimum payment is applicable.

33.15 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.

33.16 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*.

33.17 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

33.18 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

33.19 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*.

33.20 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.

33.21 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 35**.

Specific Provisions – Shift Workers

33.22 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

33.23 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

33.24 Employees will be paid the meal allowance:

(a) in **Item 11** of **Appendix 1** if the period of overtime is five (5) hours or greater; or

(b) in **Item 12** of **Appendix 1** if they have prepared a meal in readiness for working overtime, which was cancelled at short notice.

33.25 Only one (1) meal allowance is paid a day.

33.26 The meal allowance payable under this *Agreement* shall be the greater of the amount specified in Appendix 1 or the reasonable overtime meal expense amount determined by the Australian Taxation Office for the relevant financial year.

34. Shift work

34.1 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).

34.2 Employees may be engaged to work shift work.

34.3 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

34.4 Shift work is a system of work in which an employee works a roster with a 1, 2 or 3 shift system.

34.5 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

34.6 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.

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

34.8 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

34.9 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.

34.10 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.

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

Shift	Allowance amount
Early morning	The greater of: • 10% of the *base rate of pay;* or • the allowance in **Item 8** of **Appendix 1**.
Afternoon	The greater of: • 20% of the *base rate of pay;* or

Shift	Allowance amount
	• the allowance in **Item 9** of **Appendix 1**.
Night	The greater of: • 20% of the *base rate of pay;* or • the allowance in **Item 10** of **Appendix 1**.

34.12 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 34.11**):

Shift	Allowance amount
Continuous afternoon shift	25% of the *base rate of pay*
Continuous night shift	• 30% of the *base rate of pay* 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.

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

34.14 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 34.16**.

34.15 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

34.16 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*

34.17 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 *base rate of pay*

Sunday – all shifts	100% of their *base rate of pay*

Only one rate to apply

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

Roster loading

34.19 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.

34.20 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.

34.21 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.

34.22 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.

34.23 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*.

34.24 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.

34.25 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 34.22** and **34.23** do not apply.

General

Payment while at training school

34.26 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

34.27 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.

34.28 Production Operators working shift work (not working twelve (12) hour shifts under **subclause 34.46**) - 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*

34.29 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*

34.30 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

34.31 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

34.32 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

34.33 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

34.34 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

34.35 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.

34.36 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.

34.37 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. Changes to rosters or ordinary hours of work require at least forty-eight (48) hours notice prior to the change. The Employer will make all reasonable efforts to provide employees with written notice, including the commencement date of the roster change, scheduled hours of work and any relevant shift information. Where verbal notification is given instead of written notice, and the employee commences work in accordance with that advice, the employee will be taken to have been properly notified.

Crib Breaks

34.38 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 34.19**.

Handover

34.39 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.

34.40 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.

34.41 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.

34.42 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.

34.43 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.

34.44 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.

34.45 Overtime shifts are not included in calculating handover time.

12-hour shifts

34.46 The following provisions will apply (subject to **subclauses 34.22** and **34.23**) 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.

35. Standby allowance

35.1 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. Before designating an employee as an "approved" employee for such standby arrangements, the *Employer* will consult with the relevant employee(s) in accordance with the consultation provisions of clause 20 of this *Agreement*.

35.2 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.

35.3 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?

35.4 The standby allowance is as provided for in **Item 13** of **Appendix 1**.

Payment of overtime worked when called-out

35.5 "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*.

35.6 "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 33**.

(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 that subclause (a)).

Illustration Employee is on standby and ordinarily works 7am to 7pm shift. *Merging overtime* Employee is called in to work at 5am for two (2) hours work. They are paid two (2) hours at *Overtime Rates*: see subclause (a)(i) *Non-merging overtime* 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). Employee is called in to work at 4am for two hour’s work. They are paid the 2 hours at *Overtime Rates*: see subclause (b). Employee is called in to work for a hour at 2am. They are paid five (5) hours at *Overtime Rates*: see subclause (c).

Public Holidays

35.7 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

35.8 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.

36. Travelling time and fares

36.1 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.

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

Who can claim?

36.3 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.

36.4 Excess fares may be claimed by all employees.

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

(a) Central Coast – Vales Point Power Station;

(b) Sydney CBD.

36.6 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.

36.7 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

36.8 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.

36.9 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.

36.10 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*.

36.11 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.

36.12 Employees required by the *Employer* to use their private motor vehicle to travel will be paid the rate as provided for in **Item 14** of **Appendix 1**. Travel will be based on the actual distance required to be travelled.

Travel Associated with Non-merging Overtime

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

37. Working away from principal location

Overnight absence from home

37.1 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 15** of **Appendix 1** for each night's absence.

37.2 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

37.3 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

37.4 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.

37.5 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 16** 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

37.6 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).

38. Annual Leave

38.1 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

38.2 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.

38.3 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.

38.4 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

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

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

38.7 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.*

38.8 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

38.9 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 34.20**.

38.10 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

38.11 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

38.12 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 38.8**.
(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 38.9** and **38.10**.

Leave and Flexibility Arrangements – Production Operators

38.13 Rostered Leave

Rostered Leave includes:

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

38.14 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.

38.15 Shift Operating Team Rostered Leave

The leave roster (for the following financial year) will be populated on the basis of three (3) lines of approved leave during school holiday periods and two (2) lines of approved leave for all other periods 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.

Where twelve operators are allocated to a particular shift and for the purpose of 'the roster pick', the third line of leave will be made available for the full twelve month period (and not just during school holiday periods). If the number of operators allocated to that shift subsequently falls below twelve and lines of leave remain vacant for any period the normal rules (three (3) lines of leave during school holiday period and two (2) lines of leave during all other periods) shall apply.

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

38.17 Short Term Leave

Additional lines of leave may be approved closer to the date after considering the circumstances and coverage available taking into regard business needs.

Additional leave will be approved or not approved with a minimum of eight (8) weeks before the date.

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

38.18 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 34.6** of this *Agreement.*

38.19 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.

39. Personal/carer's leave

39.1 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.

39.2 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.

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

Entitlement

39.4 For each year of service, full-time employees are entitled to 126 hours of paid personal/carer's leave.

39.5 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

39.6 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.

39.7 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.

39.8 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.

39.9 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.

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

39.11 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) days or more of illness or injury approved as personal leave as opposed to Long Service Leave.

39.12 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

39.13 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 34.20**.

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

40. Unpaid carer’s leave

40.1 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.

40.2 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.

40.3 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

40.4 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

40.5 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.

41. Compassionate leave

41.1 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.

41.2 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.

41.3 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.

41.4 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 34.20**.

Notification and evidence

41.5 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.

41.6 The employee will, if required, give evidence that would satisfy a reasonable person that the leave is or was taken for the specified reason.

42. Accident pay

42.1 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.

42.2 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 39.6** to **39.12** as to notification, evidence and dealing with medical examination and contested *Medical Certificates*.

42.3 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.

43. Long service leave

Entitlement

43.1 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

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

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

When can leave be taken?

43.4 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.

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

43.6 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.

43.7 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*.

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

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

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

How is leave paid?

43.11 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.

43.12 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 34.20**.

Less than ten (10) years continuous service

43.13 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.

44. Parental leave

44.1 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.

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

Concurrent leave

44.3 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

44.4 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.

44.5 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.

44.6 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.

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

Communication during parental leave

44.8 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.

44.9 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

44.10 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.

Company paid parental leave

44.11 Employees who have completed at least twelve (12) months continuous service with the *Employer* are entitled to paid parental leave under this *Agreement* in accordance with the Delta Parental Leave Policy.

44.12 For the avoidance of doubt, employees will be entitled to the most beneficial parental leave entitlement available to them under either this *Agreement* or the Delta Parental Leave Policy, as amended from time to time. Where there is any inconsistency, the provision that provides the greater benefit to the employee will apply.

44.13 Primary Carer Leave

(a) Include An eligible employee who is the *Primary Carer* of a child who joins their family through birth, surrogacy, adoption (under school age) or long-term foster care (expected placement length must be greater than one (1) year of a child under school age), is entitled to eighteen (18) weeks of paid parental leave at their ordinary weekly base rate of pay (exclusive of loadings and allowances).

(b) The leave may be taken at any time within twelve (12) months following the birth or placement of the child as either 18 weeks at full pay or 36 weeks at half pay.

(c) If an employee has previously accessed secondary carer’s leave and subsequently becomes the *Primary Carer*, they are entitled to the balance of the 18 week entitlement, reduced by the number of weeks of secondary carer’s leave already taken.

(d) Superannuation contributions will continue to be made while an employee is on Delta-funded parental leave.

44.14 Secondary Carer Leave

(a) An eligible employee who is the *Secondary Carer* of a child who joins their family through birth, surrogacy, adoption (under school age) or long-term foster care (expected placement length must be greater than one (1) year of a child under school age), is entitled to three (3) weeks of paid parental leave at their ordinary weekly base rate of pay (exclusive of loadings and allowances).

(b) This leave may be taken at any time within twelve (12) months following the birth or placement of the child and may be taken in separate periods as agreed with the *Employer*.

44.15 General Application

(a) Paid parental leave under this *Agreement* is separate from, and replaces, the previous “top-up” arrangement linked to the Commonwealth Government Paid Parental Leave Scheme.

(b) The 18-week entitlement is available only once per birth, adoption, surrogacy or foster placement. Where both parents are employed by the *Employer*, one may access the full parental leave benefit or both may access part of the benefit as primary and secondary carers, provided the total does not exceed the 18-week maximum.

(c) Employees must have completed six (6) months continuous service after returning from each prior period of parental leave in order to receive the Delta-funded paid parental leave for subsequent births or placements.

(d) Employees remain entitled to apply for any applicable Government-funded parental leave payment in addition to the Delta-funded entitlements.

(e) All other conditions, including eligibility, notice and evidence requirements, accrual of leave, and return-to-work provisions, are governed by the Delta Parental Leave Policy (as amended from time to time).

(f) Superannuation contributions will continue to be made during periods of both paid and unpaid parental leave at the rate that would have applied had the employee been performing their ordinary hours of work. For employees on salary-averaging arrangements, superannuation will be paid based on their averaged ordinary earnings. For all other employees, superannuation will be based on ordinary time earnings and will include only those amounts that ordinarily attract superannuation.

45. *Public Holidays* and picnic day

45.1 Permanent employees are entitled to be absent from work on all *Public Holidays*.

45.2 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*.

45.3 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.

45.4 Picnic Day will occur on or before the last Monday in November or another date to be approved by the *Employer*.

45.5 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 34**; 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*.

45.6 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.

46. Domestic Violence Leave

46.1 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.

46.2 Family and domestic violence leave is provided for in the *NES*.

Entitlement

46.3 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.

46.4 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.

46.5 In lieu of any payment of any shift allowances or loadings under **clause 46.4** 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

46.6 The taking of paid family and domestic violence leave shall be the same as provided for in the taking of leave in the *NES*.

46.7 The *Employer* will consider, at its discretion, extending payments under **clauses 46.3** on a case-by-case basis.

46.8 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.

47. Jury Service

47.1 The NES provides for payment for Jury Service.

47.2 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.

47.3 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 28.1**, 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.

47.4 In lieu of any payment of any shift allowances or loadings under **clause 47.3**, 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.

47.5 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 47.2, 47.3** or **47.4**.

47.6 The *Employer* will consider, at its discretion, extending payments under **clauses 47.2, 47.3** or **47.4** in full or in part, where the employee's Jury Service extends beyond 10 days.

SECTION 7: CESSATION OF EMPLOYMENT

48. Abandonment of employment

48.1 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.

48.2 Except in extenuating circumstances, if after a further five working days from the date in **clause 48.1(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.

49. Medical retirement

49.1 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.

49.2 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.

49.3 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.

49.4 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.

49.5 (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 ofill 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 49.5 (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.

49.6 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

49.7 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.

49.8 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

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

(a) Notice, calculated in accordance **clause 52.2 and 52.3**, 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 49.9(d)**, the employees accrued personal/carers leave.

(d) Where the employee has an Income Protection or Total and Permanent Disability (TPD) insurance policy though a Superannuation Fund or though separate insurance arrangements, whether approved by the fund and/or insurer or not, this amount under **clause 49.9(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).*

50. Summary dismissal

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

51. 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.

52. Termination of employment

52.1 Employees will give the *Employer* four (4) weeks' 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

52.2 In all other cases of termination, the *Employer* will give the employee four (4) weeks' notice, or make payment in lieu of notice, unless their contract of employment provides for a different period.

52.3 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.

52.4 An employee paid notice in lieu will receive what the employee would have been paid had they worked that notice period.

53. Redundancy

53.1 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.

53.2 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.

53.3 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.

53.4 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

53.5 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

53.6 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.

53.7 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.

53.8 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.

53.9 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.

53.10 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

54. Union arrangements and delegates’ rights and responsibilities

54.1 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

54.2 Subject to the *Act*, permission to hold any meeting on any of the *Employer’s* premises will be requested by the *Union* concerned.

54.3 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.

54.4 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.

54.5 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.

54.6 Should a request for such a meeting not be approved, the meeting will not be held on the *Employer*'s premises.

54.7 Unless approved by the Chief Executive, employees will not be paid for time spent attending these meetings.

Delegate rights

54.8 In addition to the *Act*, the *Employer* recognises that *Union* delegates:

(a) may make representations to managementon 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

54.9 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

54.10 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 27.2** 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 Delta Power and Energy (Vales Point) Pty Ltd trading as Delta Electricity

Extended Span Arrangement means an alternate work pattern under **clause 31.1(d)** where the span of hours is 5:00.am. to 7:30.pm.

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*.

ORA means Operator Renumeration Agreement

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

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

Primary Carer means the employee who becomes a parent by birth, surrogacy, adoption or long-term fostering and who provides full-time care to meet their child's physical needs for a specified period when their spouse/partner is working, studying, or incapacitated and therefore unable to be the primary carer. Only one parent can be the primary carer at any one point in time. However, parents can be the primary carer during separate periods within the period of parental leave.

Principal Location means the employee's primary place of work, as recorded in their employment contract or letter of offer, or as subsequently varied by written agreement between the *Employer* and the employee.

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.

Secondary Carer means the employee who becomes a parent by birth, surrogacy, adoption or long-term fostering and has secondary responsibility for the day to day care of the child.

Senior Manager means an employee:

a) whose base remuneration is above the weekly equivalent of Salary Point 40 under subclause 27.2; and

b) who is classified as a Senior Manager; and

c) is employed under a Senior Manager Contract.

Span of hours means:

d) for day workers, Monday to Friday inclusive, between 7.00am to 5:30pm (but excluding an *Extended Span Arrangement);*

e) 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);

b) the Miningand 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 period on or after 1 Jan 2026	First Pay period on or after 1 Jan 2027	First Pay period on or after 1 Jan 2028	First Pay period on or after 1 Jan 2029
1	cl. 28.1	Locations Allowance 1	Week	$146.90	$164.45	$171.85	$178.72	$185.87
2	cl. 28.1	Locations Allowance 2	Week	$118.83	$134.55	$140.61	$146.23	$152.08
3	cl. 28.1	Locations Allowance 3	Week	$179.87	$199.56	$208.54	$216.88	$225.56
4	cl. 28.1	Locations Allowance 4	Week	$59.06	$62.90	$65.73	$68.36	$71.09
5	cl. 28.3	ATAR	Week	$16.31	$17.37	$18.15	$18.88	$19.63
6	cl. 28.11	Business Performance Allowance	Week	$57.47	$57.47	$57.47	$57.47	$57.47
7	cl. 10.4	Occupational Nursing Certificate/ Diploma in Community Nursing	Week	$52.29	$55.69	$58.19	$60.52	$62.94
8	cl. 34.11	Early Morning Shift	Shift	$19.16	$20.41	$21.32	$22.18	$23.06
9	cl. 34.11	Afternoon Shift	Shift	$69.10	$73.59	$76.90	$79.98	$83.18
10	cl. 34.11	Night Shift	Shift	$69.10	$73.59	$76.90	$79.98	$83.18
11	cl. 33.24	Meal Allowance on Overtime	Occurrence	$37.13	$39.54	$41.32	$42.98	$44.69
12	cl. 33.24	Meal Allowance if Overtime Cancelled	Occurrence	$22.47	$23.93	$25.01	$26.01	$27.05
13	cl. 35.4	Standby Allowance	Week	$197.17	$209.99	$219.44	$228.21	$237.34
14	cl. 36.12	Private Use of Motor Vehicle	Kilometre	$1.18	$1.26	$1.31	$1.37	$1.42

Item	Clause	Description	Basis (hour /week/ occurrence)	Current Rate	First period on or after 1 Jan 2026	First Pay period on or after 1 Jan 2027	First Pay period on or after 1 Jan 2028	First Pay period on or after 1 Jan 2029
15	cl. 37.1	Working away from Headquarters	Night	$4.81	$5.12	$5.35	$5.57	$5.79
16	cl. 37.5(b)	Travel - Meal Allowance	Each way	$22.81	$24.29	$25.39	$26.40	$27.46

SIGNATORIES

Signed for and on behalf of Delta Power and Energy (Vales Point) Pty Ltd t/as Delta Electricity:

____

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

SIGNATORIES (CONTINUED)

Signed for and on behalf of the Bargaining Representatives

Matthew Howard
District Vice President
MEU, Northern Mining and NSW Energy District
67A Aberdare Road
Aberdare NSW 2325

Vales Point Production Operator Total Salary Package (TSP) Agreement 2026

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2023, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

1. Relationship to the Delta Electricity Employees Enterprise Agreement 2026

1.1 Any reference to the Delta Electricity Employees Enterprise Agreement 2026 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 2026 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 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 2026.

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 34.9 to 34.28), 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 accordance with clause 33.34 of the Delta Electricity Employees Enterprise Agreement 2026); 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

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 2026.
		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 2026.
		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 2026.
		11.4	The following teams will observe the Public Holiday when it falls (refer to Delta Electricity Employees Enterprise Agreement 2026 clause 34.28): • 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

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 25 Grievance and Disputes Procedure of the Delta Electricity Employees Enterprise Agreement 2026.
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 2026.
	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.	Winn M.
Banks T.	Phillips D.	
Brind A.	Phillips J.	
Darbin P.	Rostron P.	
Grieves T.	Sloane M.	
Hill M.	Taylor L.	
Holmes S.	Trevithick W.	

Vales Point Mobile Coal Plant Operator Total Salary Package (TSP) Agreement 2026

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2023, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

1. Relationship to the Delta Electricity Employees Enterprise Agreement 2026

1.1 Any reference to the Delta Electricity Employees Enterprise Agreement 2026 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 2026 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 2023.

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 2026.

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 34.9-34.28), 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.

10. Issues Resolution

10.1 In the event of a dispute, the parties agree that the dispute will be dealt with under Clause 25 Grievance and Disputes Procedure of the Delta Electricity Employees Enterprise Agreement 2026.

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 2026.

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).

Vales Point
Operator Remuneration Agreement (ORA) 2026

This agreement is conditional upon Delta Electricity making an Enterprise Agreement to replace the Delta Electricity Employees Enterprise Agreement 2023, voting to approve the Enterprise Agreement and the Fair Work Commission approving the Enterprise Agreement.

1.	Relationship to the Delta Electricity Employees Enterprise Agreement 2026	1.1	Any reference to the Delta Electricity Employees Enterprise Agreement 2026 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 2026 or implied by law.
		2.2	The parties agree that any previous understanding, agreement, arrangements, representation or warranty (including but not limited to the Salary Averaging Trial Agreement) in relation to any of the matters covered in this Agreement, is replaced by this Agreement and has no further effect.
3.	Extent and Payment	3.1	The Operator Remuneration Agreement provisions shall apply to Production Operators other than the below: a) Production Operators not allocated to shift. b) Production Operators subject to the provisions of the Vales Point Production Operator Total Salary Package (TSP Agreement 2026). c) Production Operators to whom the ORA ceases to apply for any reason under Clause 7 - Protection. Production Operators not receiving the ORA shall be paid under the relevant provision of the Enterprise Agreement.
		3.2	Where an Operator Remuneration Agreement (ORA) arrangement is inconsistent with provisions in the Enterprise Agreement, then the Operator Remuneration Agreement (ORA) arrangement shall take precedence over such provisions, to the extent of such inconsistency.

4.	Definition	4.1	The ORA 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 34.9 to 34.28), which are included in the ORA 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 ORA is to afford flexible utilisation of operating employees while providing the group with a constant and predictable income.
6.	Flexibility	6.1	The Shift Manager will be responsible for rostering arrangements on shift to ensure flexible utilisation of all shift staff. This will include temporary transfers between shifts to meet staffing requirements. Such transfers will be on a voluntary basis, however if there are no volunteers, the Shift Manager may require a Production Operator to transfer in accordance with the Enterprise Agreement.
		6.2	Alternative Working Patterns Alternative roster patterns, payments and entitlements to those calculated in Appendix 1 may be introduced subject to agreement between Delta and the majority of Production Operators subject to the alternate roster pattern (andto which a different resultant loading will apply) . The resultant loading shall be recalculated in accordance with the formulas in Appendix 1 based on the alternate roster patterns.
		6.3	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 10 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. An operator who foregoes an opportunity to balance a shift/s within the appropriate 10-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.
7.	Protection	7.1	Production Operators working under the ORA will continue to be paid the specified ORA rates for the duration of this agreement or as otherwise agreed under Clause 6.2 Alternative Working Patterns.
		7.2	Should a Production Operator: a) refuse a reasonable request to transfer between shifts or shift patterns (e.g. move from A-shift to B-shift or 12x2 to 12x1); or b) fail to undertake training in all areas of plant (new, altered and/or existing) or fail to maintain competencies appropriate for either panel or non-panel trained operators as required under POSDM (note: panel training will not be deemed compulsory for non-panel trained operators); or c) have sustained or repeated documented conduct or performance issues (and in which the Production Operator has been given notice and reasonable time and opportunity to address); then the protections afforded by clause 7.1 will cease to apply and the employee shall be paid under the relevant provision of the Enterprise Agreement.
8.	Application	8.1	Rates Of Pay

			The Operator Remuneration Agreement (ORA) system is based on two (2) rates of pay, each payable for different conditions of employment. • On-Shift Rate • Off-Shift Rate
		8.2	On-Shift Rate The On-Shift loading rate is paid for: • Time worked • Annual Leave • Long Service Leave • “H” days • Training, Study Leave and Secondments • Time in lieu (Balance time) • Workers’ compensation accident pay make-up • Paid Compassionate Leave • Paid Community and Military Leave (up to 1 week a year) • Jury Service • Domestic Violence Leave • Other Leave (on an agreed case by case basis)
		8.3	Off-Shift Rate The Off-Shift loading rate is calculated to be 20% less than the level of the On-Shift rate and is paid for: • Personal Leave • Carer’s Leave • Parental Leave
		8.4	Other Rates Alternative rates may be applied in accordance with: • Night to day shift changes (see Appendix 1) • Leave at half pay (see Appendix 1) • Alternative Working Patterns (see Clause 6.2)
9.	Shifts for Superable Salary	9.1	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

10.	Accrual Of Leave		ORA rates for accrual of leave shall be understood to be so accrued at the rate applicable at the time of accrual unless otherwise specified.
11.	Annual and Public Holiday Leave	11.1	Annual Leave For each year of service, full-time Production Operators receiving the ORA are entitled to five (5) weeks of paid annual leave which accrues progressively during a year of service, according to their ordinary hours of work; and accumulates from year to year.
		11.2	Public Holidays Whether rostered on or off, Production Operators subject to the ORA will be credited with twelve (12) hours leave in lieu of each public holiday, which will be added to their period of annual leave. Due to the variability in the number of public holidays on an annual basis, this shall be applied as a calculation of the average number of gazetted public holidays (inclusive of picnic day) with accrual to occur progressively during the year as per annual leave.
		11.3	Additional Public Holidays Additional Public Holidays to those gazetted (e.g. National Day of Mourning) will have the additional 12hrs manually credited for each occurrence. Public holiday shift allowances and penalties will be applied manually for those operators working the Public Holiday.
12.	Long Service Leave	12.1	Long Service Leave Balances Long Service Leave balances will be divided into two portions: • Non-ORA Long Service Leave and: • Long Service Leave Non-ORA Long Service Leave includes all accrued or pro-rata Long Service Leave prior to commencing under the ORA. Long Service Leave includes all further accruals of LSL which will be calculated and apportioned at the ORA Rate applicable at the time of accrual. Balances of both ORA and Non-ORA LSL will be provided to each Production Operator on commencing under this agreement.

13.	Personal/Carer's Leave	13.1	Personal/Carers Leave Payment Personal and Carer's leave will be paid at the Off-Shift Rate (i.e., at the ORA On-Shift Rate less 20%). The Off-Shift rate will be payable up to a maximum of 132 hours (on a calendar year basis). Beyond this the ORA loading will be reduced by the shift allowance and shift penalties applicable to the shift of absence.
		13.2	Personal/Carer's Leave Safety Net 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. In the event of an Employee being diagnosed with a serious illness or injury requiring an extended period of Personal/Careers Leave, Delta may, at its discretion, extend the Off-Shift rate or not apply it at all, beyond the 132 hours..
14.	Taking Leave	14.1	Rostered Leave Rostered Leave includes: • Annual Leave; • ORA Long Service Leave; and • Other rostered Leave
		14.2	Access to Leave Employees assigned to Shift Operating Teams will be required to select leave by way of a team roster. The leave roster (for the following financial year) will be populated on the basis of three (3) lines of approved leave during school holiday periods and two (2) lines of approved leave for all other periods 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. Where twelve (12) operators (including Shift Manager) are allocated to a particular shift and for the purpose of 'the

			roster pick' the third line of leave will be made available for the full twelve month period (and not just during school holiday periods). If the number of operators allocated to that shift subsequently falls below twelve and lines of leave remain vacant for any period the normal rules (three (3) lines of leave during school holiday period and two (2) lines of leave during all other periods) shall apply. The Shift Manager and Relief Shift Manager within an Operating Team are not to be on rostered leave at the same time.
		14.3	Short Notice Leave Additional lines of leave may be approved closer to the date after considering the circumstances and coverage available taking into regard business needs. Additional leave will be approved or not approved with a minimum of eight (8) weeks before the date. Delta will make best endeavours to allow additional shift staff to take leave over school holidays.
		14.4	Requests for Long Service Leave Long Service Leave 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 • Overtime as a last resort
		14.5	Transition To Retirement (TTR) Leave taken as part of a Transition to Retirement Plan (TTR) submitted with at least three (3) months' notice (or less by agreement) will be removed from the relevant shift's leave roster to ensure the remaining Production Operators within the team have sufficient access to leave.
		14.6	Leave At Half Pay An employee may, as part of the Transition To Retirement plan, request to take accrued annual or long service leave at half pay, and Delta will not unreasonably refuse.

			Delta will review and, at its discretion having regard to operational requirements, may approve an employee's request to take annual or long service leave at half pay. The ORA rate applicable whilst on leave at half pay will be equal to half of the On-Shift rate less 9.85%. Accrual of entitlements whilst on leave at half pay will continue at the full ORA On-Shift rate applicable had the leave been taken at full pay.
15.	Payment On Termination	15.1	Payment on Termination The balance of untaken entitlements normally paid at the On-Shift rate will be paid at the appropriate On-Shift rate on termination. Untaken Non-ORA Long Service Leave will be paid at the rate specified in the Enterprise Agreement.
16.	Issues Resolution	16.1	In the event of a dispute, the parties agree that the dispute will be dealt with under clause 25 Dispute resolution procedures of the Delta Electricity Employees Enterprise Agreement 2026.
17.	Termination	17.1	This Agreement shall have a nominal term the same as the Delta Electricity Employees Enterprise Agreement 2026.
		17.2	Within the nominal term this Agreement can only be modified or terminated by agreement between the parties.
		17.3	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).

APPENDIX 1 – ORA

ORA CALCULATIONS		
Item	**ORA Calculation**	**Result**
HOURS		
Days/Year		365.25
Weeks/Year	365.25 / 7	52.18
Working Hrs/Year	52.18 * 35	1,826.25
Annual leave	5 * 35	175.00
Public holidays	(11+1+(3*2/7)) * 12 = 12.86 * 12	154.29
Actual Hours Worked		1,496.96
PAYMENTS		
Working Hrs/Year		1,826.25
Roster Loading	4.35 * Working Hours	79.44
Public Holiday Loading	ActHrsWorked/1826.25*18*12.86*2/5 ie; Hours x 2.5	75.90
Shift Allowance	Actual Hours worked * 20% (*2/3 of the day)	199.60
Saturday Penalties	ActHrsWorked/1826.25*6*52.18*2/5 ie; Saturday Hours x 1.5	102.65
Sunday Penalties	ActHrsWorked/1826.25*12*52.18*2/5 ie; Sunday Hours x 2.0	205.30
Total Paid Hours		2,489.13
OVERALL ORA LOADING		
Calculated Loading	Total hrs/Working Hrs per year -1	36.3%
Plus 1% H Day Loading	Agreed position 2/7/91	1.0%
Plus 1.2% Performance & Flexibility Measures	Agreed position 3/12/25	1.2%
ORA On-Shift Rate Total	On-Shift Rate Overall Total	38.5%

ORA Off-Shift Rate	Total - 20%, i.e. less 20% for that shift	-20.0%

Loading Reduction for each NS to DS change	-20% x 8/12, i.e. less 13.33% for that shift	-13.3%

Loading Reduction for ORA Leave At Half Pay	-9.85%, i.e. less 9.85% for that shift	-9.85%

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2026/1592

Applicant:

Delta Power & Energy (Vales Point) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stephen Gurney, Company Secretary/General Counsel have the authority given to me by Delta Power & Energy (Vales Point) Pty Ltd t/as Delta Electricity to give the following undertakings with respect to the Delta Electricity Employees' Enterprise Agreement 2026 ('the Agreement'):

In providing the undertakings, words and phrases used in the undertaking have the same meaning as defined in the Agreement.

1. *Clause 38.11 Cashing out of Annual Leave.*

   In addition to the provisions contained in clause 38.11, the following provisions will be applied consistent with s 93(2) of the *Act* for the purposes of the *NES*, namely;

   a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

   b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the *Employer* and the employee; and

   c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

2. *Clause 53.4(c) Redundancy.*

   In addition to the provisions contained in clause 53.4(c), for an employee with at least 1 year but less than 2 years' service, redundancy pay made under cl 53.4(c) of the Agreemen*t* will be not less than that provided for under s 119 of the *Act*.

3. *Clause 41 Compassionate leave*

   Consistent with the provisions of s104(1)(b) and (c) of the *Act*, the entitlement to compassionate leave will extend to circumstances where:

   a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or

   b) the employee, or the employee's spouse or de facto partner, has a miscarriage.

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

____
Signature

14 July 2026
Date

26A. Workplace delegates' rights

[26A inserted by PR774810 (quashed by [2025] FCAFC 187); inserted by PR795825 from 01Jul24]

26A.1 Clause 26A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 26A.

26A.2 In clause 26A:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;

(c) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

26A.3 Before exercising entitlements under clause 26A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

26A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

26A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

26A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 26A.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.

(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

26A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 26A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

26A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.

(b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

26A.9 Exercise of entitlements under clause 26A

(a) A workplace delegate's entitlements under clause 26A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

(b) When exercising any entitlements under clause 26A, a workplace delegate must, other than in the reasonable exercise of those entitlements:

(i) comply with their duties and obligations as an employee; and

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) Clause 26A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(d) Clause 26A does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 26A.

26A.10 Interaction with other clauses of this award

Other clauses of this award may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this award is more favourable to the delegate than an entitlement under clause 26A, the entitlement under the other clause applies instead of the entitlement under clause 26A.