

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/40

TITLE: Delta Electricity Employees Enterprise Agreement 2009

I.R.C. NO: IRC9/1519

DATE APPROVED/COMMENCEMENT: 14 October 2009 / 11 March 2009

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA08/19.

GAZETTAL REFERENCE: 30 October 2009

DATE TERMINATED:

NUMBER OF PAGES: 90

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees except for Senior Executives who are employed by Delta Electricity, PO Box Q863, QVB NSW 1230 and who fall within the coverage of the Delta Electricity Employees Award 2005.

PARTIES: Delta Electricity -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales , Unions NSW



DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT, 2009

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Title	<p>1. Parties to the Enterprise Agreement</p> <p>1.1 This Enterprise Agreement will be known as the Delta Electricity Employees Enterprise Agreement 2009.</p>
Parties	<p>1.2 This Enterprise Agreement has been made between Delta Electricity and the Unions listed below on behalf of the employees of Delta Electricity:</p> <ul style="list-style-type: none"> - Electrical Trades Union of Australia, New South Wales Branch - New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union - The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) - Construction, Forestry, Mining and Energy Union (New South Wales Branch) - Public Service Association and Professional Officers Association Amalgamated Union of New South Wales - Australian Institute of Marine and Power Engineers New South Wales District - The Australian Workers Union, New South Wales - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch - Unions New South Wales

2. Intent, Scope, Commitment and Duration

Intent and Scope	2.1	This Enterprise Agreement is based on the understanding that Delta Electricity and its employees have an obligation to serve the people of New South Wales by providing a high standard of service at the lowest possible cost. As part of its obligations, Delta Electricity is committed to the continued development of its skilled workforce to provide an effective service.
	2.2	This Enterprise Agreement rescinds and replaces the provisions of the Delta Electricity Employees Enterprise Agreement 2008.
Whom does it apply to?	2.3	It applies to all employees except Senior Executives of Delta Electricity.
Duration	2.4	This Enterprise Agreement will be effective from the first pay period on or after 11 March 2009. It will remain in force until 11 March 2011.
Commitment	2.5	<p>The people of Delta Electricity are committed to:</p> <ul style="list-style-type: none">(a) Working together towards achieving Delta Electricity's Vision of generating performance through innovation.(b) Achieving success through Delta's Values of:<ul style="list-style-type: none">- We provide excellent customer service;- We live and work safely;- We deliver outstanding business success;- We promote high achievement;- We behave with respect and integrity.(c) Ensuring that we act with honesty, fairness and dignity in all that we do.(d) Only using information of a commercial or confidential nature in an authorised manner.
Consultation	2.6	The parties to the Enterprise Agreement have initiated and will continue to convene a number of consultative meetings on a regular basis to discuss matters which impact the electricity industry, Delta Electricity, employee related matters and significant initiatives being considered and proposed by Delta Electricity. This includes the meetings held between Delta Electricity executive managers and Union officials and the Business Unit level meetings.

3. Salaries

Salary
Increases

- 3.1 The parties agree that the increases in salary under subclause 3.2 of this clause recognise and compensate employees for the following:
- (a) Their commitment to implementing work practices that:
 - (i) provide for more co-operative work arrangements;
 - (ii) improve competitiveness, efficiency, flexibility and productivity; and
 - (iii) assist positively to enable Delta Electricity to be a low cost, reliable supplier of electricity; and
 - (b) Productivity improvements introduced up to the time of making of this Enterprise Agreement.

Salaries

- 3.2 The ordinary weekly salaries and the operative date for the classifications covered by this Enterprise Agreement based on a 35-hour week are:

Salary Point	First Pay	First Pay
	period on or After 11 March 2009 \$	period on or After 11 March 2010 \$
1	424.50	439.40
2	492.00	509.20
3	559.10	578.70
4	627.00	648.90
5	660.40	683.50
6	693.70	718.00
7	725.70	751.10
8	759.10	785.70
9	793.80	821.60
10	829.80	858.80
11	868.80	899.20
12	910.50	942.40
13	953.10	986.50
14	997.70	1032.60
15	1044.60	1081.20
16	1094.20	1132.50
17	1131.90	1171.50
18	1171.40	1212.40
19	1211.90	1254.30
20	1253.70	1297.60
21	1297.50	1342.90
22	1342.40	1389.40
23	1389.00	1437.60
24	1437.10	1487.40

25	1486.70	1538.70
26	1538.30	1592.10
27	1591.70	1647.40
28	1647.30	1705.00
29	1704.20	1763.80
30	1762.90	1824.60
31	1824.10	1887.90
32	1887.20	1953.30
33	1952.90	2021.30
34	2020.50	2091.20
35	2090.70	2163.90
36	2163.20	2238.90
37	2238.30	2316.60
38	2314.90	2395.90
39	2395.90	2479.80
40	2478.70	2565.50

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

Casual
Occupational
Health Nurses

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

(a) The hourly rate is determined by:

- (i) taking the weekly rate for the applicable salary point (set out in subclause 3.2 above); and
- (ii) adding the appropriate qualification allowance(s) (set out in paragraphs (e) and (f) of subclause 5.1 of clause 5, Allowances); and
- (iii) dividing the sum by 35; and
- (iv) adding 20% (in respect of all hours worked between 7:00am and 5:30pm, Monday to Friday inclusive) to the total.

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

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

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

(e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start, and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.

(f) Location Allowance - the provisions of paragraph (a) of the said subclause 5.1 shall apply except for

subparagraph (iii) of the said paragraph (a).

(g) There is no entitlement to any of the provisions of this Enterprise Agreement other than the provisions of this subclause.

Working Up to Skill Level

3.4 Employees must:

(a) work up to their skill level, competence and training within the categories listed below; and

(b) work in accordance with the classification descriptions, salary points and Skills Development Programs negotiated under Award Restructuring (1991):

- Administrative Officer
- Engineering Officer
- Professional Officer
- Operator
- Powerworker
- Tradesperson

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

Powerworker	Skills Development Program
Tradesperson	Skills Development Program
Administrative Officer	Position Paper
Engineering and Professional Officer	Position Paper
Operator	Shift Self Containment and Annualised Salary (Exhibits 2 and 3 of proceedings in Matter Numbers 1230, 1371 and 1373 of 1991)

No Extra Claims

3.5 Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Enterprise Agreement they will not pursue any extra claims for any matters that are contained in this Enterprise Agreement.

State Wage Case decisions determined during the period of the Enterprise Agreement will be dealt with as follows:

(a) Cost of Living Adjustment

Any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Enterprise Agreement.

(b) Productivity Increase

Any component of a State Wage increase which is in return for state-wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

Annualised Salary	3.6	The agreement on Annualised Salary referred to in subclause 3.4 of this clause and the Central Coast and Western Total Salary Package Local Workplace Flexibility Agreements reached under clause 25, Local Workplace Flexibility, insofar as they contain provisions otherwise inconsistent with the provisions of the Enterprise Agreement, shall take precedence over such provisions to the extent of such inconsistency.														
Minimum Salary Levels	3.7	<p>The minimum salary levels for the generic classifications are:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Administrative Officer</td> <td>SP4</td> </tr> <tr> <td>Engineering Officer</td> <td>SP16</td> </tr> <tr> <td>Professional Officer</td> <td>SP16</td> </tr> <tr> <td>Operator</td> <td>SP15</td> </tr> <tr> <td>Production Officer</td> <td>SP11</td> </tr> <tr> <td>Tradesperson</td> <td>SP13</td> </tr> <tr> <td>Powerworker</td> <td>SP9</td> </tr> </table>	Administrative Officer	SP4	Engineering Officer	SP16	Professional Officer	SP16	Operator	SP15	Production Officer	SP11	Tradesperson	SP13	Powerworker	SP9
Administrative Officer	SP4															
Engineering Officer	SP16															
Professional Officer	SP16															
Operator	SP15															
Production Officer	SP11															
Tradesperson	SP13															
Powerworker	SP9															
Mount Piper Production Officers	3.8	<p>The following provisions apply to Production Officers at Mount Piper Power Station:</p> <p>(a) A Production Officer's salary spans the range from salary point 11 to salary point 29 inclusive of subclause 3.2 of this clause.</p> <p>(b) Each Production Officer's base salary is determined by adding the salary point values of the accredited hard skills modules possessed as detailed in paragraph (c) of this subclause, to the starting point of salary point 11, up to a maximum of salary point 27.</p> <p>(c) The available hard skill modules and corresponding salary point values are:</p> <table border="0" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Module</th> <th style="text-align: left;">Salary Point Value</th> </tr> </thead> <tbody> <tr> <td>Trade Qualifications</td> <td>2</td> </tr> </tbody> </table>	Module	Salary Point Value	Trade Qualifications	2										
Module	Salary Point Value															
Trade Qualifications	2															

Production Officer Induction	1
Emergency Skills	1
Maintenance Skills 1	1
Maintenance Skills 2	1
Foundation A	1
Foundation B	1
Station Plant	2
Boiler Plant	2
Turbine Plant	2
Advanced Certificate	1
Associate Diploma	1*
Business Process Skills 1	1
Business Process Skills 2	1
Business Process Skills 3	1

*Completion of an approved Associate Diploma leads to automatic accreditation for the Advanced Certificate salary point.

- (d) For each Production Officer, the program for the completion of hard skills modules listed in paragraph (c) of this subclause shall be determined by an individual Skills Development Plan prepared and agreed by management and the officer concerned. This plan must take account of any prerequisites required for particular modules.
- (e) For Production Officers with a base salary of salary point 16 or above, a further two salary point increments are available. These increments are determined by an assessment of work performance. Performance increments are set in relation to the officer's base salary at the time of the review. Any change to this base salary shall require a further review of performance at an appropriate time.
- (f) This revised Production Officer structure shall operate from 1 July 1995. All further progression of existing and future Production Officers at Mount Piper shall be in accordance with this structure.
- (g) The Production Officer Development Committee, consisting of Production Officer representatives of each team, and management representatives, shall continue to meet. The aim of this committee is to co-ordinate the ongoing development of the Production Officer structure, e.g. hard skills modules and performance reviews, and to recommend any amendments to the Manager/Mount Piper and Unions for consideration.

Superannuation 3.9 All employees covered by this Enterprise Agreement will receive a 1% increase in their employer superannuation contribution payable after the first pay period on or after 11 March 2009.

All employees covered by this Enterprise Agreement will receive a further 1% increase in their employer superannuation contribution payable after the first pay period on or after 11 March 2010.

The increases to superannuation are in addition to the current superannuation guarantee charge of 9% established by the Australian government under the *Superannuation Guarantee (Administration) Act 1992*.

- 3.10 The additional superannuation contributions under subclause 3.9 of this clause will be paid by Delta Electricity to each employee's superannuation account as follows:
- (a) For employees who are members of an accumulation fund, to that fund;
 - (b) For employees in a defined benefit fund who are making additional superannuation contributions to First State Superannuation, to their account in that fund;
 - (c) For employees in a defined benefit fund who do not have a First State Superannuation account, to an account established by the employee in that fund.

4. Part-time Employment

- 4.1 A part-time employee is a person (other than a casual) who works a constant number of hours, which are less ordinary hours than those worked by a full-time employee performing the duties of the same full-time classification and grade.
- 4.2 The minimum daily number of hours to be worked by a part-time employee shall not be less than four hours and the minimum weekly number of hours to be worked shall not be less than 14. However a female employee returning from an approved period of maternity leave may work less than 14 hours per week by agreement.
- 4.3 The daily and weekly hours of work for a part-time employee shall be agreed between Delta Electricity and the employee prior to the employee being engaged on a part-time basis. These agreed hours may only be varied by agreement between the employee and Delta Electricity.
- 4.4 A part-time employee shall be paid at the hourly rate for their classification.
- 4.5 A part-time employee who performs work in excess of the agreed hours or outside the span of ordinary hours shall be paid overtime in accordance with clause 11, Overtime.
- 4.6 Entitlements that are contained in the Enterprise Agreement for full-time employees are provided to part-time employees on a pro-rata basis, including for the purpose of calculation of service in case of termination, retrenchment or redundancy.

5. Allowances

Location and
Other
Allowances

5.1 The following allowances are payable to employees:

(a) Location Allowances:

(i) Appointed to operating Power Stations and Delta Maintenance:

Engineering Officers)	First pay	First pay
Professional Officers)	period on	period on
Except as below)	or after	or after
Operators)	11 March	11 March
Powerworkers)	2009	2010
Tradespersons)		
Administrative Officers)		
previously appointed as)	\$	\$
Stores employees; and)	71.10	73.60
Administrative Officers)	per week	per week
who are engaged in)		
stocktaking duties; or)		
spend most of their time)		
outside of the office.)		
Production Officers)		
Administrative Officers,)	\$	\$
other than those)	52.00	53.80
mentioned above.))	per week	per week
Professional Officers)		
whose duties are)		
exclusively of an)		
administrative or office-)		
based nature)		

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

(ii) Appointed to Head Office:

\$	\$
11.25	11.65
per week	per week

(iii) Employees must continue to be paid the allowance while on long service leave, annual leave, paid sick leave or accident leave.

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

public holidays by shift workers.

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

The allowance also takes account of the elimination of various allowances from the Delta Electricity Employees Award 1996 published 16 January 1998 (303 I.G. 18), or not otherwise paid to teams or individuals under subclause 5.2 of this clause.

(b) Delta Maintenance – Outage Allowance -

- (i) \$33.90 per week
- (ii) \$35.10 per week

This allowance is payable to Tradespersons and Power Workers in respect of ordinary time worked only during outage work.

Outage work is:

(i) Scheduled or “Planned” Outage

Power Station Units are taken out of service at scheduled times for statutory inspections and repairs. The outage is deemed to have commenced at de-synchronization of the generator and concluded on its return to service. A scope of work will be determined for Delta Maintenance to undertake during the said Outage.

During a Scheduled or Planned outage all Delta Maintenance Trades and Powerworkers working on the Outage work-scope will be paid the Outage Allowance for the duration of their own involvement.

(ii) Unplanned Outage

An event that requires the unit to be taken out of service between scheduled, or planned outages. This can be, either immediate resulting from a trip, or planned in the short term i.e. the unit can maintain output for a short period but repairs need to be undertaken before scheduled outage. To be deemed an unplanned outage, the unit must be out of service for 72 hours –

defined as from generator de-synchronization until generator synchronized on return to service.

During an Unplanned Outage, activities allocated to Delta Maintenance relating to correcting the outage cause will initiate payment of the Outage Allowance.

(iii) Units on Standby

If the unit is not required to be in service, it cannot be deemed an outage. E.g. Units at Munmorah on standby.

Any issue as to the application of the above definition to specific work will be handled in accordance with clause 26, Grievance and Disputes Procedures.

(c) Who hold a Category of Certificate 6(a) under Delta Electricity's Safety Rules:

- (i) \$9.50 per week
- (ii) \$9.80 per week

(d) Who hold a Category of Certificate 4(a), (b) and (c) under Delta Electricity's Safety Rules:

- (i) \$9.50 per week
- (ii) \$9.80 per week

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

(e) Who hold the Occupational Health Nursing Certificate:

- (i) \$30.30 per week
- (ii) \$31.40 per week

(f) Who hold the Diploma in Community Health Nursing:

- (i) \$30.30 per week
- (ii) \$31.40 per week

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

(g) When working inside septic tanks or sewerage drains:

Single time in addition to normal time

Tool Allowance

- (h) Carpenters and Painters and leading hands in these trades must be paid the tool allowance prescribed from time to time by the Building Employees Mixed Industries (State) Award, in addition to their ordinary rates of pay.

The tool allowances must be paid for All Purposes including:

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

Daily Allowances

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

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

- (a) Engaged on work in conditions which are determined by the controlling officer to involve the existence of excessive amounts of airborne coal dust in the following areas:
- coal bunkers; or
 - coal lines; or
 - on the coal conveyers between the main receiving bin, coal reserve and bunkers:
 - (i) \$1.93 per hour or part thereof
 - (ii) \$2.00 per hour or part thereof
- (b) Engaged on maintenance work within boiler casings or gas pass ducts which have not been cleaned out:
 - (i) \$1.93 per hour or part thereof
 - (ii) \$2.00 per hour or part thereof
- (c) Engaged on work inside a condenser waterbox when the work is carried out while the unit is out of service:
 - (i) \$1.93 per hour or part thereof
 - (ii) \$2.00 per hour or part thereof
- (d) Working from a Cyclimber Stage inside a furnace. Such payment must be in addition to

the allowance paid for working inside a boiler casing not cleaned out:

- (i) \$1.93 per hour or part thereof
- (ii) \$2.00 per hour or part thereof

(e) Engaged on work in precipitator element compartments for a period in excess of two continuous working days in respect of the whole of such period of continuous work:

- when working in compartments which have not been cleaned, other than those who are required to carry out boiler cleaning as part of their normal duties:

- (i) \$1.93 per hour or part thereof
- (ii) \$2.00 per hour or part thereof

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

- (i) \$2.18 per hour or part thereof
- (ii) \$2.26 per hour or part thereof

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

- (i) \$1.85 per day or shift or part thereof
- (ii) \$1.91 per hour or part thereof

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

- (i) \$2.60 per hour or part thereof
- (ii) \$2.69 per hour or part thereof

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

- (i) \$2.00 per hour or part thereof
- (ii) \$2.07 per hour or part thereof

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

- Engaged on such work during periods of overtime:

- (i) \$2.00 per hour or part thereof
- (ii) \$2.07 per hour or part thereof

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

(j) Engaged or working in close proximity to employees who are engaged in the

preparation and/or the application of substantial quantities of epoxy-based materials either in confined spaces or continuously for a period of more than two hours on any occasion:

- (i) \$0.87 per hour or part thereof
- (ii) \$0.90 per hour or part thereof

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

- (k) Engaged on work within ash and dust pits:
 - (i) \$1.93 per hour or part thereof
 - (ii) \$2.00 per hour or part thereof

In paragraphs (a) to (k) of this subclause, the operative dates for the respective rates are:

- (i) First pay period on or after 11 March 2009
- (ii) First pay period on or after 11 March 2010

- 5.3 The daily allowance paid to a team, including a new permanent team, sub-team or individual is determined by assessing the number of hours of the respective allowance/s in subclause 5.2 of this clause.

The daily rate will compensate for all of the allowances in the said subclause 5.2, even though there may be no specific reference to a particular rate in the make-up of the daily allowance.

The level and basis of each team's allowance will be reviewed annually. A review may only otherwise occur if there is a substantial change in the nature of the team's work for a prolonged period (three months) and significant change in their exposure to disabilities.

However, the daily allowance paid to an employee will change if:

- (a) the employee is permanently transferred to another team in which case the employee will receive the new team's allowance from the date of transfer;
- (b) the employee is temporarily transferred for more than one week to another team in which case the employee will receive the new allowance (higher or lower) for the whole period. Temporary transfers of one week or less will not alter an employee's allowance;
- (c) a temporary team is established for work of more than one week's duration. A new allowance will be established for the team. Temporary team includes a team moved en

masse to another site and conditions.

A number of allowances in the Delta Electricity Employees Award 1996 published 16 January 1998 (303 I.G. 18) were deleted from the Delta Electricity Employees Award 1997 published 14 August 1998 (306 I.G. 147). These allowances are listed in Appendix 1.

6. Hours of Work

Hours of Work	6.1	The ordinary hours of work for day workers will not exceed 35 hours per week or 70 hours per fortnight where a nine-day fortnight is observed. Ordinary hours for shift workers are in subclause 10.3 of clause 10, Shift Work.
How are working hours determined?	6.2	The commencing and finishing times for each day are determined by local management in consultation with affected employees or their representatives taking into account the needs of the business.
Hours for Day Workers	6.3	<p>Day workers are employees who work their ordinary hours from Monday to Friday inclusive and who are not entitled to a paid meal break during their ordinary working hours.</p> <p>The span of ordinary working hours for day workers is 7:00am to 5:30pm, Monday to Friday.</p>
Flexible or Staggered Working Hours	6.4	Employees working at Head Office may elect to work a flexible or staggered working hours system in accordance with procedures set down by Delta Electricity.
Accrual of Days Off	6.5	Employees engaged on flexitime, staggered working hours or a nine-day fortnight may elect to accrue up to a maximum of five flexidays, rostered days off or special days off for the purposes of taking time off for any reason, including time off to attend to family-related matters. The time off will be on a date agreed to by employees and local management.

7. Calculation of Service

What counts as service?

- 7.1 In calculating service, Delta Electricity must include:
- (a) periods of annual and long service leave
 - (b) periods of approved leave with pay
 - (c) periods of sick leave with or without pay
 - (d) periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts
 - (e) periods of approved leave without pay exceeding 20 consecutive working days or shifts which Delta Electricity has specifically authorised to be counted as service
 - (f) periods of absence from work due to incapacity resulting from injury as defined in Section 4 of the *Workplace Injury Management and Workers Compensation Act 1998*, for which the employee receives a payment under that Act
 - (g) periods of service as an employee on probation
 - (h) periods which counted under relevant legislation, awards or agreements as service with another employer immediately before the employee joined Delta Electricity under Schedule 3 of the *Energy Services Corporations Act 1995*
 - (i) part-time employment, calculated on a pro rata basis
 - (j) any previous period of service with Delta Electricity in accordance with paragraphs (a) to (i) of this subclause for an employee who had resigned or been discharged and later re-employed. Discharge means termination as a consequence of retrenchment, re-organisation or shortage of work, or any reason except dismissal or retirement on account of ill health
 - (k) any previous period of service with Delta Electricity in accordance with the said paragraphs (a) to (i) of an employee who had been dismissed and later re-employed if that employee's current period of service under the said paragraphs (a) to (i) is more than five years.

8. Classification Advisory Committee

Purpose	8.1	The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).
Constitution	8.2	The Committee consists of: (a) a Chairperson appointed by Delta Electricity (b) two Delta Electricity representatives (c) two representatives of employees appointed from time to time by the relevant Union(s) having regard to the classification under review.
Powers	8.3	The Committee can: (a) consider applications for alterations of salary points on the ground of altered circumstances by: (i) Unions on behalf of an employee or groups of employees (ii) Delta Electricity (b) consider any errors or anomalies in the salary points of: (i) an employee(s) (ii) any position. (c) recommend appropriate salary points for new positions.
Procedures	8.4	The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the Chief Executive of Delta Electricity, setting out the view of the Committee. If there are differing views, the report must include them.
Confidentiality	8.5	All proceedings of the Committee are confidential.
	8.6	This clause will not prejudice or affect any right any person may have under the <i>Industrial Relations Act 1996</i> .

9. Terms of Employment

- Payment of Salaries
- 9.1 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.
- 9.2 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.
- 9.3 Payments for salary, leave and retiring allowance must be made only to the employee entitled to them or to a person authorised by the employee to receive the payments.
- 9.4 Delta Electricity may deduct from an employee's pay contributions or payments for approved purposes or for the payment to Delta Electricity of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives Delta Electricity written authority.
- Overtime and Shift Work
- 9.5 For the purpose of meeting the needs of the industry, Delta Electricity may require an employee to work:
- (a) reasonable overtime, including Saturdays, Sundays and public holidays
 - (b) day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.
- Three months' notice will be given to employees required to change on a long-term basis from one system of working to another where this will cause a reduction in income, provided that the employees have been working in the first system for a minimum period of 12 months.
- Arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business.
- Termination of Service
- 9.6 Employees' service may be terminated by:
- (a) resignation, i.e. voluntarily leaving the service of Delta Electricity
 - (b) retirement on account of ill health, which makes employees unable now and in the future to perform the duties of their appointed grade.
 - (i) The process for retirement ill health is:

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

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

- (B) (1) If either party disputes the other's medical evidence, an assessment may be sought from a medical practitioner/s. Delta Electricity will pay the costs of such medical assessment/s including reasonable and agreed in advance medical assessments requested by the employee where the employee has disputed Delta Electricity's medical evidence and the further medical evidence finds that the employee should not be retired on account of ill health.
- (2) The selection of a medical practitioner/s will be from the Workers Compensation Commission approved list of medical practitioner/s. The selection is to be by agreement where possible, but, should no agreement be reached within two weeks of notification of the intention to dispute the initial medical evidence, then the party initiating such dispute may select the practitioner from the Workers Compensation Commission approved list.
- (3) Delta Electricity will prepare an advice for the independent medical practitioner, together with either a copy of the position description for the employee, or a list of duties that reflect what the employee could reasonably be required to do consistent with their classification, skills and remuneration level. A draft of this advice will be provided to the employee and appropriate Union for comment. If the medical practitioner elects to inspect the work performed, the employee, Delta Electricity representative/s and appropriate Union official may also attend the inspection.
- (4) If Delta Electricity initiates this stage of the process, the employee will be paid

up to six weeks special leave with pay, from the date of notification by Delta Electricity of its intention to dispute the initial medical evidence. The parties to the employee's retirement ill health process will review the payment of special leave with pay at the end of this six weeks period.

(5) If retirement ill health is not approved at this stage and a workplace/functional assessment is required, the cost will be met by Delta Electricity.

(ii) Any medical restrictions placed on the employee from a medical assessment must be reviewed in accordance with obligations associated with reasonable accommodation.

(iii) It is noted that workers compensation and potential workers compensation injuries impose statutory obligations on the parties.

(iv) At all stages of the process, steps will be taken to ensure the privacy of the employee's medical details in accordance with the relevant legislation.

(c) dismissal by Delta Electricity

(d) mechanisation or technological changes in the industry.

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

(i) three months' notice; or

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

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

Period of Notice

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

	9.9	In all other cases of termination, except dismissal, Delta Electricity must give the employee at least one month's notice, or make payment of one month's salary in lieu of notice, unless their terms of employment provides for a different period. This does not affect the right of Delta Electricity to dismiss employees without notice. The salaries of employees who are dismissed, together with their entitlements to payments for annual and long service leave, must be paid up to the time of dismissal.
Discipline	9.10	Where an employee is guilty of misconduct or of contravening any rule or direction of Delta Electricity, the employee may be: (a) dismissed or suspended; (b) reduced in rank, position or pay. Every employee so dealt with must be notified in writing of the nature of the misconduct or of the breach of the rule or direction alleged to have been committed.
Deduction from Wages	9.11	An employee may authorise a deduction from their gross wage towards a motor vehicle (through a novated lease), laptop computer, electricity accounts and superannuation through arrangements put in place by Delta Electricity. Salary sacrifice arrangements shall 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 shall be borne by the employee. The total amount salary sacrificed shall not exceed 50% of an employee's superannuable salary. Should the 50% be exceeded, discretionary deductions (as opposed to compulsory deductions) will be reduced in the first instance.
Work in Lower Grade	9.12	Employees must: (a) carry out lower-graded work that is temporarily required as directed; and (b) be paid not less than their current salary point.
Salary Sacrifice to Superannuation	9.13	Notwithstanding the salaries prescribed by subclause 3.2 of clause 3, Salaries, an employee may elect, by agreement with Delta Electricity, to sacrifice a portion of the salary payable under the

said subclause 3.2 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to subclause 9.11 of this clause the amount sacrificed must not exceed 50% of the salary payable under the said subclause 3.2 or 50% of the applicable superannuable salary, whichever is the lesser. 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.

9.14 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which the employee is entitled under this Enterprise Agreement, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said subclause 3.2 in the absence of any salary sacrifice to superannuation made under this Enterprise Agreement.

9.15 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions paid into the superannuation scheme established under the *First State Superannuation Act 1992* as additional employer contributions.

9.16 Where the employee elects to salary sacrifice in terms of subclause 9.15 of this clause Delta Electricity will pay the sacrificed amount into the fund.

9.17 Where the employee is a member of a superannuation scheme established under:

- (a) the *Superannuation Act 1916*;
- (b) the *State Authorities Superannuation Act 1987*;
- (c) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (d) the *First State Superannuation Act 1992*

Delta Electricity must ensure that the amount of any additional employer superannuation contributions specified in subclause 9.13 of this clause is included in the employee's superannuable salary which is

notified to the New South Wales public sector superannuation trustee corporations.

10. Shift Work

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

Shift Allowance

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

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

- 10.7 Shift workers who work on a shift work roster must

be paid the following allowances:

- Early - the greater of 10% of single time Morning for the shift and:
 - (i) from the first pay period on or after 11 March 2009 - \$11.10
 - (ii) from the first pay period on or after 11 March 2010 - \$11.50

- Afternoon - the greater of 20% of single time and:
 - (i) from the first pay period on or after 11 March 2009 - \$40.10
 - (ii) from the first pay period on or after 11 March 2010 - \$41.50

- Night - the greater of 20% of single time and:
 - (i) from the first pay period on or after 11 March 2009 - \$40.10
 - (ii) from the first pay period on or after 11 March 2010 - \$41.50

- 10.8 Shift workers who are engaged on a roster which:
- (a) requires the working of continuous afternoon or night shifts for more than two weeks; and
 - (b) works such shifts on other than a public holiday, Saturday or Sunday,

must be paid the following allowances:

- Continuous Afternoon Shift - 25% of single time

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

- 10.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in clause 11, Overtime.

- 10.10 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with subclause 10.12 of this clause.

- 10.11 The allowances are not paid to shift workers for

overtime or for any shift for which they are paid overtime penalty rates.

Shift Penalty

Public Holidays 10.12 Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.

Other than Public Holidays 10.13 Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

Shift	Penalty
-------	---------

(a) Saturday - all shifts 50% of single time

(b) Sunday - all shifts 100% of single time

Only One Rate to Apply 10.14 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

Roster Loading

Roster Loading 10.15 Payment of roster loading is made as compensation for the unevenness of payments under this Enterprise Agreement. Payment is also made instead of shift disabilities not covered by payments under this Enterprise Agreement including:

(a) the variety of starting and finishing times

(b) the need to be readily available for work and to work, as required, during crib breaks and at all other times during the shift

(c) minor variations to established duties

(d) the requirement to work as rostered on any day of the week.

Roster Loading - Rates 10.16 The roster loading for ordinary hours actually worked is:

(a) 4.35% of salary for:

(i) employees on seven-day continuous shift work rosters

(ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays

(iii) employees rostered to work continuous afternoon or night shifts

(iv) employees working day shift only including a shift on Sundays.

(b) 2.12% of salary for:

- (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays
- (ii) employees working day shift only on Monday to Saturday.

Roster Loading - Different Grade Duties

10.17 Employees carrying out higher-grade duties on shift work must be paid the roster loading for the higher-grade classification.

Employees carrying out lower-grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.

Roster Loading - Excluded Employees

10.18 Roster loading is not payable to day workers transferred to become shift workers, for the first two weeks of the transfer, i.e. for the period which attracts time and one half penalty rate (refer to subclause 10.28 of this clause).

Roster Loading - During Training

10.19 Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:

- (a) the shift roster worked immediately before the training if the period of training is less than five consecutive working days; or
- (b) the new shift roster if the period of training continues for five or more consecutive working days.

10.20 Day workers transferring to a shift roster to undergo training must be paid shift work loadings, allowances and penalties for the entire period. The provisions of subclause 10.28 of this clause do not apply.

General

Payment while at Training School

10.21 Shift workers must be paid the roster loading, shift allowance and penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are:

- (a) training for appointment to a position in their existing or higher grade; or
- (b) attending refresher training courses; or
- (c) attending general training courses and/or station training courses to qualify to carry out higher-grade duties.

Payments must not include any overtime or higher grade which might have otherwise been worked.

- Public Holidays
- 10.22 Shift workers, including those on a five-day shift system, Monday to Friday, who on a public holiday:
- (a) work an ordinary rostered shift; or
 - (b) are rostered off duty (except when on annual or long service leave)
- are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in clause 21, Public Holidays and Picnic Day. If higher-grade pay is involved, the provisions of subclause 14.6 of clause 14, Higher-Grade Work and Pay, apply.
- Not Required to Work on a Public Holiday
- 10.23 Shift workers when, according to their controlling officer, are not required for work on a public holiday for a shift for which they are normally rostered, must observe the holiday. However, they must be told at least 96 hours before the shift begins that they are not required. They must be paid for all ordinary time not worked in respect of the public holiday at the rate of single time.
- Shift Worker on a Five-day Shift - Public Holidays
- 10.24 Shift workers who are on a five-day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.
- Mutual Stand-Down
- 10.25 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 must be paid for all ordinary time not worked at the rate of single time.
- Shift Work Day
- 10.26 If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.
- Ten-hour Break
- 10.27 Shift workers are entitled to at least a ten-hour break between finishing shift work and commencing day work.
- Day Workers Transferred to Shift Work
- 10.28 Day workers required to transfer to shift work must be paid for the ordinary hours worked on that roster:

- (a) for the first two weeks, time and one half or normal shift penalties, whichever is the greater
- (b) for the period in excess of the first two weeks, normal shift penalties and roster loadings.

Day workers will not be required to transfer to shift work for a duration of three shifts or less. For periods of three shifts or less the provisions of clause 11, Overtime, apply.

Change of Roster or Shift

10.29 Shift workers who are changed from one shift roster to another or from one shift to another must 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 Delta Electricity in consultation with affected employees or their representatives.

Delta Maintenance

10.30 Because of the nature of the work of Delta Maintenance, it is necessary that the maximum flexibility possible is achieved in preparing rosters to meet the Business Unit's work requirements.

In planning for work to be undertaken, management will consult with employee representatives as to the scope of the work, the duration of the work, the time frame and shift work requirements. Roster/s will be prepared to meet the work requirements in consultation with staff and will attempt to meet both the Business Unit's and employees' needs.

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

Crib Breaks

10.31 Shift workers are entitled to a 20-minute crib break after each five hours worked, subject to work requirements. An employee unable to take such crib breaks is recompensed by way of payment of the roster loading described in subclause 10.15 of this clause.

Handover

- Handover
- 10.32 Shift workers required to handover at the end of a shift must stay at their work station until:
- (a) the appropriate relieving member of the oncoming shift has arrived at work station; and
 - (b) the shift worker has informed the relieving member of the current status of running plant and/or maintenance so that the relieving member can start work immediately.
- 10.33 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.
- 10.34 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by local management.
- 10.35 Any time off as a result of handover time is considered as a non-working day.
- Shift workers who are required to work on such a day must be paid overtime in addition to payment for the handover shift.
- 10.36 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion.
- 10.37 If a roster contains shifts where handover is not a requirement, the calculation of time off will:
- (a) not be related to such shifts; and
 - (b) only relate to those shifts in the roster where handover is required.
- 10.38 Overtime shifts are not included in calculating handover time.

12-hour Shifts

- 12-Hour Shifts
- 10.39 The following provisions will apply (subject to subclause 10.28 of this clause) where a 12-hour shift roster system is introduced by agreement between Delta Electricity and a majority of affected

employees or where an employee is transferred to such a 12-hour shift roster system (such transfer to be by agreement, subject to the employee's agreement not being unreasonably withheld):

(a) Penalty rates:

- (i) Saturday – 1.5 times ordinary rate
- (ii) Sunday – 2 times ordinary rate
- (iii) Public Holidays – 2.5 times ordinary rate
- (iv) Shift Allowance – Day shift, on the basis that four hours only of the 12-hour shift duration will attract the 20% shift allowance
 - Night shifts at 20%

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

- (b) Handover Time - based on 13 1/3 minutes per 12-hour shift;
- (c) Public Holidays - whether rostered on or off, employees will be credited with eight hours leave in lieu, which will be added to their period of annual leave;
- (d) Leave taken - Leave paid according to normal Enterprise Agreement provisions. Employees will be debited for 12 hours from the respective leave balance;
- (e) Employees transferred to the Central Coast 12-hour shift roster will be paid for sick leave, worker's compensation and long service leave on a basis which does not disadvantage them compared to the staff being paid a total salary package on that roster.

It is noted that, as at March 2003, 12-hour shift rosters are established by Local Workplace Flexibility Agreements under clause 25, Local Workplace Flexibility, at Mount Piper Power Station and in the Central Coast region.

11. Overtime

- What is overtime?
- 11.1 (a) For day workers, overtime is all time worked on:
- (i) Mondays to Fridays before their ordinary commencing time and after their ordinary finishing time
 - (ii) Saturdays
 - (iii) Sundays
 - (iv) Public holidays.
- (b) For shift workers, overtime is all time worked before their commencing time or after their finishing time of rostered shifts.
- How is it calculated?
- 11.2 In calculating how much overtime an employee works, each working day is treated separately. Periods worked before their ordinary commencing time and after their ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.
- What are the rates of pay?
- 11.3 Except on public holidays, employees must be paid at double time for overtime.
- 11.4 On public holidays employees must be paid the following rates for overtime:
- | | | |
|---------------|-------------------------|-----------------------|
| Day Workers | In ordinary hours | 2.0 +
Ordinary Pay |
| | Outside ordinary hours. | 2.0 |
| Shift Workers | All hours worked | 2.5 |
- Minimum Payment for Non-merging Overtime
- 11.5 An employee must be paid a minimum of four hours at double time if the period of overtime the employee is required to work is not connected to ordinary hours. (This does not apply to an employee required to stand by under clause 22, Standby Allowance).
- 11.6 Non-merging overtime of less than four hours' duration is not treated as overtime for the purposes of a ten-hour break.
- Travel Associated with Merging Overtime
- 11.7 Employees who work overtime which merges with ordinary hours must have their travel to and/or from their homes arranged by Delta Electricity, if reasonable means of public transport are not

available. Additional time and/or costs incurred will be paid in accordance with clause 23, Travelling Time and Fares.

Time Off after
Overtime –
Ten-hour
Break

11.8 Whenever reasonably practicable, Delta Electricity must arrange overtime so that employees have at least ten hours off duty:

(a) Between their finishing time on one day or shift and their commencing time on the next day or shift; or

(b) If working away from their headquarters and incurring excess travelling time.

11.9 If employees resume or continue work without a ten-hour break, Delta Electricity must pay them double time until released from duty. They may then be absent until they have had a ten-hour break.

11.10 Employees must be paid at ordinary rates for any working time which occurs during this ten-hour break.

11.11 The conditions in subclauses 11.8 and 11.9 of this clause do not apply to day workers for overtime for which a minimum payment is applicable.

11.12 If day workers:

(a) have had a ten-hour break; and

(b) are recalled to work overtime whether notified before or after leaving their place of work; and

(c) commence that overtime starting at least eight hours after their ordinary finishing time on day 1 and before 5:00am on day 2; and

(d) would normally be required to work on day 2,

then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5:00am.

11.13 If employees are required to continue to work during part of the period they would normally stand down, Delta Electricity must pay these employees for the period of stand-down not taken at double time.

11.14 Shift workers who have returned home after working overtime during a rostered break are entitled to the ten-hour break provision in respect of the period before commencement of the next ordinary shift.

Time off

11.15 The rest period off duty must not be less than eight

between Shifts consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

Specific Provisions – Day Workers

Cancellation 11.16 If Delta Electricity cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:

(a) at home within one hour of the time the employee was to leave home – one hour at single time

(b) between the employee's home and the place of work - three hours at single time

(c) at the place of work - three hours at double time.

However, an employee who has reported at the place of work may be required to carry out alternative work for a minimum of three hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

Standing by for Overtime 11.17 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between their ordinary finishing time and the commencement of the overtime. This does not apply to employees required to stand by under clause 22, Standby Allowance.

Employees above Salary Point 35 11.18 Employees above salary point 35 must not be paid overtime without the Chief Executive's approval.

Specific Provisions – Shift Workers

12-hour Maximum 11.19 If shift workers have to work overtime for four or more days due to a temporary shortage of trained staff, Delta Electricity may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.

When overtime is not paid 11.20 Shift workers are not entitled to be paid 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.

12. Meal Allowances on Overtime

When are meal allowances paid?

12.1 Employees must be paid an allowance for meals if the period of overtime is five hours or greater. The allowance is \$21.50 and becomes \$22.30 from the first pay period on or after 11 March 2010.

12.2 Employees must be paid a meal allowance of \$13.00 if they have prepared a meal in readiness for working overtime, which was cancelled at short notice. The allowance becomes \$13.50 from the first pay period on or after 11 March 2010.

Employees above Salary Point 35

12.3 Employees who are above salary point 35 and who are not engaged on shift work are also entitled to meal allowances under the same conditions as apply to day workers.

13. Meal Breaks - Day Work

- 13.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 13.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the team leader. However, employees must not go without a meal break for more than five hours unless there is an emergency.
- Disrupted Meal Breaks
- 13.3 Employees who are unable to take all or part of their normal meal break must be paid:
- (a) overtime for the untaken part of the meal break; and
 - (b) overtime rates until such time the meal break is taken.
- Overtime - Monday - Friday
- 13.4 Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
- (a) after one hour 30 minutes - a meal break of 20 minutes
 - (b) after four hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour
 - (c) after eight hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.
- 13.5 The meal break must be paid at the appropriate overtime rate.
- 13.6 Employees may take the first meal break:
- (a) during ordinary hours without loss of pay if the entitlement coincides with their ordinary commencing time; or
 - (b) at the commencement of the overtime or later by arrangement with the team leader, if the period of continuous overtime begins after their ordinary finishing time.
- Overtime - Saturday, Sunday or Public Holiday
- 13.7 Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:
- (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary hours and the overtime is for more than four continuous hours; and/or

(b) meal breaks with pay as set out in subclause 13.4 of this clause.

Overtime -
Meal Breaks
Count

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

14. Higher-Grade Work and Pay

- | | | |
|--------------------------------------|------|--|
| Obligation to Work in a Higher Grade | 14.1 | <p>Employees must carry out work at a higher grade as directed as long as it is reasonable and practicable to perform such work.</p> <p>When employees are carrying out such work, they must be paid in accordance with the provisions of this clause.</p> |
| Payment for Higher-Grade Work | 14.2 | <p>Employees must be paid higher-grade pay if they are directed to carry out higher-graded work for one hour or more in any one day or shift.</p> <p>These employees must receive the salary specified for an employee performing the particular class of work.</p> <p>Employees who work at a higher grade for more than a half-day or shift must be paid at the higher rate for all ordinary hours during the day or shift.</p> |
| Aggregation | 14.3 | <p>Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher-grade pay for the purposes of this clause.</p> |
| Payment for Leave, Sick Leave etc. | 14.4 | <p>Employees must be paid higher-grade pay during absences on annual leave, sick leave, or accident pay if they have been paid the higher-grade pay:</p> <ul style="list-style-type: none">(a) for a continuous period of three months immediately before the absence. This period is broken by:<ul style="list-style-type: none">(i) absences on special leave; or(ii) absences on sick leave; or(iii) absences on accident pay; or(iv) the carrying out of lower-graded work that total more than five working days or shifts during the three months period; or(b) for broken periods which total more than six months during the 12 months immediately before the absence. |
| | 14.5 | <p>Periods of annual leave, sick leave and accident pay paid at higher grade in accordance with subclause 14.3 of this clause are included when calculating the rate applicable for continued higher-grade duty or for further absences on annual leave, sick leave or accident pay.</p> |

Public Holidays	14.6	Employees must be paid higher-grade pay for a public holiday if they receive that pay for any part of the employee's working days both preceding and following the public holiday.
Overtime	14.7	Overtime is paid at the higher-grade rate if the higher-grade duties have been performed for at least one day or shift immediately before and continuous with the overtime.
Training in Higher Grade	14.8	<p>Employees undertaking training for the purpose of gaining experience in a higher-graded position must not be paid at the higher-grade rate where:</p> <ul style="list-style-type: none"> (a) the incumbent remains on duty and retains the responsibilities of the position; and (b) the periods of training do not exceed: <ul style="list-style-type: none"> (i) a continuous period of three months; or (ii) six months in a 12-month period where the periods are broken.

15. Clothing and Tools

Basis of Issue	15.1	Delta Electricity provides all necessary clothing and tools required for employees to undertake their work, including protective clothing for work in environments assessed under the <i>Occupational Health and Safety Act 2000</i> .
Responsibility of Employees	15.2	Employees are responsible for the: <ul style="list-style-type: none">(a) proper use and care of clothing and tools supplied; and(b) laundering of clothing, unless exempted by Delta Electricity.
Lost or Damaged Articles	15.3	Delta Electricity will replace lost or damaged clothing and tools, unless such loss is a result of the employee's misuse or negligence, in which case the employee must replace the articles so lost or damaged.

16. Annual Leave

Amount of Leave	<p>16.1 Employees are entitled to the following amounts of annual leave after each 12 months' service:</p> <p>(a) Day workers - 140 hours</p> <p>(b) Shift workers on seven-day rotating roster - 140 hours plus:</p> <p style="padding-left: 40px;">(i) 35 hours after 12 months on the roster; or</p> <p style="padding-left: 40px;">(ii) a proportionate amount of 35 hours for periods less than 12 months on the roster</p> <p>(c) Shift workers on other than seven-day rotating roster - 140 hours.</p> <p>140 hours is the equivalent of four weeks' annual leave and is not intended to reduce the entitlement to leave under the <i>Annual Holidays Act 1944</i>.</p>
Public Holidays Falling within a Period of Leave	<p>16.2 Annual leave does not include public holidays.</p>
Rate of Pay	<p>16.3 Annual leave is paid as full pay.</p>
When can leave be taken?	<p>16.4 By mutual agreement, an employee may take annual leave in one, two or three separate periods:</p> <p>(a) on or after its due date or as rostered; or</p> <p>(b) before its due date if approved:</p> <p style="padding-left: 40px;">(i) where a rotating annual leave roster operates; or</p> <p style="padding-left: 40px;">(ii) where there are special circumstances.</p> <p>16.5 If an employee or Delta Electricity terminates their services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. Delta Electricity may subtract the amount of overpayment from any money payable to the employee on their termination without affecting its rights to recover the overpayment through court proceedings.</p>
Notice of Leave	<p>16.6 Employees must give notice that they intend to take annual leave as soon as practicable and at least one month before the leave begins. However, if Delta Electricity agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.</p>
Leave on Terminating	<p>16.7 If the service of an employee is terminated for any reason Delta Electricity must pay the employee or</p>

Service

the employee's personal legal representative:

(a) accrued annual leave for completed years of service; and

(b) 8.3% of the weekly rate of pay at the employee's appointed grade on termination for each completed or part week of service, for the current leave accrual year.

17. Long Service Leave

- What service counts?
- 17.1 In calculating how much long service leave an employee is entitled to, Delta Electricity must include:
- (a) actual service with Delta Electricity
 - (b) periods under clause 7, Calculation of Service
 - (c) periods with another employer where agreement has been reached between Delta Electricity and that employer
 - (d) periods specified for certain employees under the *State Owned Corporations Act 1989*.
- Employees who have taken or been paid for long service leave accrued in their previous period(s) of service and who are re-employed will have those previous period(s) of service counted for qualifying purposes only for future entitlements.
- At what rate does leave accrue?
- 17.2 Long service leave accrues as follows:
- | <u>Length of Service</u> | <u>Amount of Leave</u> |
|--------------------------|------------------------|
| 10 years | 13 weeks |
| 15 years | 19.5 weeks |
| 20 years | 30.3333 weeks |
| each year after 20 years | 2.1666 weeks. |
- It is not intended to reduce the entitlement to leave under the *Long Service Leave Act 1955*. Transferred employees with periods of service listed in paragraph (c) of subclause 17.1 of this clause and paragraph (h) of subclause 7.1 of clause 7, Calculation of Service, must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Delta Electricity.
- 17.3 The entitlement for length of service in between any of the periods listed in subclause 17.2 of this clause is worked out on a proportional basis.
- How is leave paid?
- 17.4 Long service leave is paid at the employee's appointed rate of pay at the time the leave is taken. Upon termination of employment with Delta Electricity, payment of the value of the long service leave is based on completed weeks of service.
- When can leave be taken?
- 17.5 Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Delta Electricity, then it must be postponed to a time on

which both the employee and Delta Electricity can agree.

17.6 An employee may take long service leave:

(a) on full pay:

(i) in periods of four weeks or more; or

(ii) with the agreement of Delta Electricity in periods of not less than two weeks; or

(b) on half pay only at a time suitable to Delta Electricity and at its discretion. If half pay is chosen, then the employee is entitled to a period of absence twice the amount of entitlement.

17.7 Employees must give Delta Electricity at least one month's notice before the date they intend to take long service leave.

Public
Holidays
Falling During
Leave

17.8 Long service leave does not include public holidays.

On Leaving
between Five
and Ten Years

17.9 If an employee has completed at least five years' service (as defined in the *Long Service Leave Act 1955*), then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service (whether as an adult or not) if:

(a) Delta Electricity terminates the service of the employee for any reason; or

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

(c) the employee dies.

Delta Electricity must pay the employee (or the employee's personal legal representative in the case of death) a cash amount equivalent to the leave.

On Leaving
after Ten
Years

17.10 If an employee has completed on the termination of employment at least ten years' service which entitles the employee to long service leave, then Delta Electricity must pay the employee (or the employee's personal legal representative in the case of death) a cash amount equivalent to any untaken leave.

18. Sick Leave and Accident Pay

When may employees be granted sick leave?	<p>18.1 Employees may be granted sick leave, either with or without pay, when they are absent from work because:</p> <p>(a) they are personally ill or injured; or</p> <p>(b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in subclauses 18.11 to 18.22 of this clause.</p>						
When will sick leave not be granted?	<p>18.2 Employees will not be granted sick leave when:</p> <p>(a) they have worker's compensation approved; or</p> <p>(b) subject to section 26 of the <i>Industrial Relations Act 1996</i>, the personal illness or injury was caused or substantially brought about by:</p> <p>(i) the employees' wilful act, misconduct or negligence; or</p> <p>(ii) participation in a game involving risk of injury unless Delta Electricity accepts that the participation is beneficial for the health and efficiency of the employee; or</p> <p>(iii) participation in other employment.</p>						
Amount of Sick Leave	<p>18.3 The amount of sick leave with pay which may be granted will be ascertained by crediting each employee with the following periods:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Upon completion of 3 months' service</td> <td>126 hours</td> </tr> <tr> <td style="padding-right: 20px;">Upon completion of 12 months' service</td> <td>126 hours</td> </tr> <tr> <td style="padding-right: 20px;">Upon completion of each additional 12 months' service</td> <td>126 hours</td> </tr> </table> <p>These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of Section 26 of the <i>Industrial Relations Act 1996</i> will be taken into account.</p>	Upon completion of 3 months' service	126 hours	Upon completion of 12 months' service	126 hours	Upon completion of each additional 12 months' service	126 hours
Upon completion of 3 months' service	126 hours						
Upon completion of 12 months' service	126 hours						
Upon completion of each additional 12 months' service	126 hours						
Maximum Period of Leave	<p>18.4 The maximum period of continuous paid sick leave is ordinarily 52 weeks.</p> <p>18.5 Delta Electricity may approve additional sick leave</p>						

with pay if:

- (a) the employee still has sick leave with pay outstanding after 52 weeks; or
- (b) all sick leave with pay has been exhausted but Delta Electricity considers exceptional circumstances exist, such as the employee's length of service.

Sickness during Long Service Leave and Annual Leave

- 18.6 If employees are personally ill or injured during annual or long service leave and produce appropriate medical evidence that they were unable to derive benefit from the leave, they must be granted, if they so elect, to have the period of illness or injury approved as sick leave:
- (a) for periods of one working day or more in the case of annual leave; or
 - (b) for a period of at least five consecutive working days in the case of long service leave.

Public Holidays during Sick Leave

- 18.7 A public holiday will not be counted as sick leave for employees if:
- (a) it occurs during a period of absence on approved sick leave; and
 - (b) they would not have been required to work on that day.

Infectious Diseases

- 18.8 Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease either:
- (a) treated as sick leave; or
 - (b) deducted from their annual leave.

Accident Pay

- 18.9 Accident pay is an amount that would bring the worker's compensation up to the employee's substantive salary for the weekly period in which it is paid.
- 18.10 Employees may be granted accident pay for a maximum period of 52 weeks if they:
- (a) have worker's compensation approved; and
 - (b) comply with subclauses 18.11 to 18.22 of this clause.

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

Regulations

- How to Apply 18.11 Employees must claim sick leave or accident pay on the appropriate forms.
- Notification 18.12 An employee is responsible for notifying Delta Electricity within two hours of their commencing time, where practicable, that they will be taking sick leave.
- Medical Examination 18.13 If required by Delta Electricity, employees must be examined by a medical practitioner nominated by Delta Electricity as soon as they are physically able.
- Absences of more than Three Days 18.14 Employees must submit a certificate from a medical practitioner to cover all periods of absence for which the employees claim:
- (a) sick leave (with or without pay) exceeding three working days which are consecutive days; or
 - (b) accident pay.
- 18.15 The medical certificate must contain:
- the name of the employee
 - the period the employee is likely to be unfit for work
 - the date of which the employee will be able to report to Delta Electricity's Occupational Health Physician
 - the date the employee first consulted a medical practitioner or Delta Electricity's Occupational Health Physician
 - the medical practitioner's qualifications, name, address and signature or the signature of Delta Electricity's Occupational Health Physician and
 - the date of issue of the certificate.
- 18.16 If the certificate does not include the nature or cause of the illness or injury, Delta Electricity may refer the employee to a nominated medical practitioner for examination.
- 18.17 Employees who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate must submit a statutory declaration containing:
- the name and address of the medical practitioner;
 - the date of the consultation; and
 - the reasons for not obtaining a certificate.
- 18.18 Sick leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a

period before the consultation if the period does not exceed:

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

Absences of Three Days or Less

18.19 Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming sick leave for three consecutive working days or less.

Disputed Medical Certificate

18.20 If Delta Electricity disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Delta Electricity. Any medical certificate issued by that referee must be accepted by the employee and Delta Electricity as conclusive.

Delta Electricity must pay the fee if the referee decides in favour of the employee, and employees must pay the fee if the decision is against them.

Delta Electricity must allow the employee to have leave with pay for any medical examination by the referee.

Admission to Hospital

18.21 Each employee who is admitted to hospital must obtain a medical certificate stating:

- (a) the date of admission
- (b) the nature of the incapacity for work
- (c) the anticipated period of absence.

Employees must obtain a medical certificate for each four weeks they are in hospital.

Payment at Half Pay

18.22 Employees may elect to be paid at half pay if their sick leave balance falls below 200 hours.

Retirement and sick leave

18.23 If Delta Electricity decides to retire an employee because of ill-health under paragraph (b) of subclause 6 of clause 9, Terms of Employment, either:

- (a) the retirement must begin only after the employee has exhausted all sick leave credits;

or

- (b) the employee must be paid any accrued sick leave outstanding.

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

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

19. Personal/Carer's Leave and Bereavement Leave

Use of Sick Leave

- 19.1 An employee, other than a casual employee, with responsibilities in relation to a class or person set out in paragraph (b) of subclause 19.3 of this clause who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave and Accident Pay, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- 19.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 19.3 The entitlement to use sick leave in accordance with this clause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - A. "relative" means a person related by blood, marriage or affinity;

- B. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- C. "household" means a family group living in the same domestic dwelling.

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

Unpaid Leave for Family Purposes

19.5 An employee may elect, with the consent of Delta Electricity, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (b) of subclause 19.3 of this clause who is ill.

Annual Leave

19.6 (a) An employee may elect, with the consent of Delta Electricity, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

(b) An employee may elect with Delta Electricity's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

Time Off in Lieu of Payment for Overtime

19.7 An employee may elect, with the consent of Delta Electricity, to take time off in lieu of payment for overtime at a time or times agreed with Delta Electricity within 12 months of the said election.

19.8 Overtime taken as time off during ordinary hours shall be taken at ordinary-time rate, that is, an hour for each hour worked.

19.9 If, having elected to take time as leave in accordance with subclause 19.7 of this clause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or termination.

19.10 Where no election is made in accordance with the said subclause 19.7, the employee shall be paid overtime rates in accordance with the Enterprise Agreement.

- Make-up Time
- 19.11 An employee may elect, with the consent of Delta Electricity, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the span of ordinary hours provided in the Enterprise Agreement, at the ordinary rate of pay.
- 19.12 An employee on shift work may elect, with the consent of Delta Electricity, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at a shift work rate which would have been applicable to the hours taken off.
- Rostered Days Off
- 19.13 An employee may elect, with the consent of Delta Electricity, to take a rostered day off at any time.
- 19.14 An employee may elect, with the consent of Delta Electricity, to take rostered days off in part-day amounts.
- 19.15 An employee may elect, with the consent of Delta Electricity, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between Delta Electricity and employee, or subject to reasonable notice by the employee or Delta Electricity.
- 19.16 This clause is subject to Delta Electricity informing each Union which is both party to the Enterprise Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union(s) to participate in negotiations.
- Bereavement Leave
- 19.17 An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause 19.3 of this clause.
- 19.18 The employee must notify Delta Electricity as soon as practicable of the intention to take bereavement leave and will, if required by Delta Electricity, provide to Delta Electricity's satisfaction proof of death.
- 19.19 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in paragraph (b) of subclause 19.3 of this clause, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.20 An employee shall not be entitled to bereavement leave under this clause during any period in

respect of which the employee has been granted other leave.

19.21 Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request, Delta Electricity will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

19.22 Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses 19.1 and 19.2 of this clause, casual employees are entitled to not be available to attend work, or to leave work, upon the death in Australia of a person prescribed in paragraph (b) of the said subclause 19.3;
- (b) Delta Electricity and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance;
- (c) Delta Electricity must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

19.23 Personal Carer's entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in the said subclauses 19.1 and 19.2, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (b) of the said subclause 19.3 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) Delta Electricity and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Delta Electricity must not fail to re-engage a casual employee because the employee

accessed the entitlements provided for in this subclause. The rights of Delta Electricity to engage or not to engage a casual employee are otherwise not affected.

20. Parental Leave

20.1 Refer to the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996*.

20.2 Delta Electricity must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

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

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

20.3 Right to request

- (a) An employee entitled to parental leave may request Delta Electricity to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

- (b) Delta Electricity shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Delta Electricity's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and Delta Electricity's decision to be in writing

The employee's request and Delta Electricity's decision made under subparagraphs (ii) and (iii) of paragraph (a) of this subclause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (iii) of paragraph (a) of this subclause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

20.4 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Delta Electricity shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform Delta Electricity about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify Delta Electricity of changes of address or other contact details which might affect Delta Electricity's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays and Picnic Day

Public Holidays	<p>21.1 The following days are observed as public holidays:</p> <ul style="list-style-type: none">(a) New Year's Day(b) Australia Day(c) Good Friday(d) Easter Saturday(e) Easter Monday(f) Anzac Day(g) Queen's Birthday(h) Labour Day(i) Christmas Day(j) Boxing Day(k) Picnic Day (the last Monday in November)(l) other proclaimed holidays observed throughout New South Wales.
What is a day worker entitled to?	<p>21.2 A day worker is entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.</p>
What is a shift worker entitled to?	<p>21.3 A shift worker is:</p> <ul style="list-style-type: none">(a) paid for public holidays in accordance with clause 10, Shift Work; and(b) not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.
Are public holidays paid during a period of absence?	<p>21.4 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:</p> <ul style="list-style-type: none">(a) approved leave without pay not exceeding 20 consecutive days or shifts(b) approved sick leave without pay.

22. Standby Allowance

- Who is entitled to the allowance?
- 22.1 Employees who are required to be available for emergency and/or breakdown work at any time and are required to remain in communication must be paid standby allowance. These employees are termed "approved employees".
- 22.2 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
 - (c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.
- Work not included
- 22.3 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?
- 22.4 Standby allowance is \$114.40 per week. The allowance becomes \$118.40 from the first pay period on or after 11 March 2010.
- Payment of Overtime Worked when Called Out - Day Workers
- 22.5 "Approved" day workers who are called out and required to work overtime must be paid in accordance with clause 11, Overtime. They must receive a minimum payment of one hour at double time.
- Payment of Overtime when Called Out - Shift Workers
- 22.6 "Approved" shift workers who are notified after leaving work must be paid in accordance with the said clause 11, if the overtime commences:
- (a) two hours or more before their ordinary commencing time:
 - (i) double time when the overtime merges with their ordinary commencing time
 - (ii) double time, with a minimum of three hours at single time, when the overtime does not merge with their ordinary commencing time.
 - (b) less than two hours before their ordinary commencing time, the appropriate rate provided for in the said clause 11.

Additionally, in the case of non-merging overtime, the appropriate rate in the said clause 11 applies from the time of commencing overtime to the time

of commencing the next rostered shift.

Public
Holidays

22.7 Employees required to be on standby, in accordance with the provisions of this clause, on a public holiday shall have a day added to their accrued annual leave entitlement.

Standby
Availability

22.8 Employees standing by:

(a) must not be required to be constantly available beyond a period of four weeks if other employees are available for these duties; and

(b) must have at least one weekend, comprising two consecutive days, off duty in each four weeks, without reduction in standby allowance if other employees are not available.

23. Travelling Time and Fares

Travel for a Normal Day or Shift	23.1	Employees are required to travel to and from their home and headquarters once at their own expense in connection with each ordinary working day or rostered shift.
When can it be claimed?	23.2	Employees are entitled to claim excess travelling time and excess fares when they travel to and from Eraring Power station.
	23.3	Employees cannot claim for any time spent travelling during ordinary hours.
Who can claim?	23.4	Excess travelling time and travel outside a region can be claimed only by employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1 June 1979.
	23.5	Excess fares may be claimed by all employees.
Definitions	23.6	For the purposes of this clause, the regions are: (a) Central Coast - Munmorah and Vales Point power stations; (b) Western - Wallerawang and Mount Piper power stations; (c) Sydney CBD.
	23.7	Excess travelling time and excess fares are based on the extra distance an employee travels when travelling to a location which is further from their home than their normal location.
	23.8	The reference points for the calculation of the times and distances are Doyalson traffic lights (Central Coast), mid-point between Wallerawang and Mount Piper power stations (Western) and the Corporate Office building (Sydney CBD).
	23.9	Employees required to travel outside a region must be paid: (a) for travel between an employee's home and Eraring power station: (i) excess travelling time based on a speed of 45 kph; and (ii) excess fares based on 69 cents per kilometre. This rate becomes 71 cents from the first pay period on or after 11 March 2010. This applies to employees whose residence is within the Central Coast region.
Travel outside a Region		

(b) for travel between regions, at time and one half (for all time outside normal hours), based on the following times:

- (i) Central Coast to West - 3 and 3/4 hours;
- (ii) Central Coast to Sydney CBD - 2 hours;
- (iii) West to Sydney CBD - 3 hours.

Travel to other locations must be paid at time and one half based on a reasonable time for travel to the location from the employee's region.

If an employee is delayed in their travel by unforeseen circumstances which extends the above times by more than two hours, then their travel time will be the actual reasonable time and they must be paid at time and one half.

Employees required to travel between regions after completing work for which penalty rates greater than time and one half will continue to be paid at the higher rate for the travel, provided the travelling is undertaken within a reasonable time after finishing work.

23.10 Employees required by Delta Electricity to use their private motor vehicle for travel between regions must be paid 69 cents per kilometre based on the following distances:

- (a) Central Coast to West - 230 km
- (b) Central Coast to Sydney CBD - 110 km
- (c) West to Sydney CBD - 165 km

This rate becomes 71 cents from the first pay period on or after 11 March 2010.

Travel to other locations will be based on the actual distance from the region to the other location.

Travel
Associated
with Non-
merging
Overtime

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

24. Working Away from Headquarters

- Overnight
Absence from
Home
- 24.1 When Delta Electricity requires employees to transfer to a temporary headquarters, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight.
- Under these circumstances, Delta Electricity must also pay each employee an allowance of \$2.80 for each night's absence. This rate becomes \$2.90 from the first pay period on or after 11 March 2010.
- 24.2 Alternatively, employees may arrange their own accommodation. Delta Electricity must pay them the reasonable expense level determined from time to time by the Australian Taxation Office (ATO) for the location.
- Travel by
Train
- 24.3 If employees have to travel by train to or from distant jobs, Delta Electricity must provide them with:
- (a) a first class rail ticket for travel in the daytime; and
 - (b) a sleeping berth if the travel has to be overnight.
- Returning
Home after
Extended
Periods Away
- 24.4 Delta Electricity must allow employees who are away from headquarters for an extended period of time to return home:
- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
 - (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
 - (c) more frequently if Delta Electricity considers it economical.
- 24.5 Employees returning home from their temporary headquarters on approved weekend travel must be provided with:
- (a) first class return rail travel or an equivalent; and
 - (b) a meal allowance of \$13.20 for each forward and return journey,
- only if they have worked the full ordinary hours at the temporary headquarters on the day of travel. This rate becomes \$13.70 from the first pay period

on or after 11 March 2010.

One Day Trip
Meal
Allowance

24.6 Where Delta Electricity requires employees to work away from their normal location and to travel to and from the new location on the same day, it must pay them the reasonable cost of an evening meal up to \$34.10 if the employee arrives home after 7:00pm. Employees must provide a receipt for the meal. This rate becomes \$35.30 from the first pay period on or after 11 March 2010.

25. Local Workplace Flexibility

- | | |
|------------------------------|---|
| Intention | 25.1 This clause is intended to provide the means by which the conditions of employment may be varied as a result of an arrangement which is agreed at the local workplace and by the affected and relevant Union/s. |
| What clauses may be varied? | <p>25.2 A local workplace agreement provides for flexibility in the conditions of employment in relation to the provisions of this Enterprise Agreement and in accordance with the following:</p> <ul style="list-style-type: none">(a) Within the span of hours for day workers, work may be extended outside of the ordinary hours for that day and the number of additional hours worked taken off at a later time. The ordinary hours accumulated must not exceed a total of 35 hours.(b) Except as provided in paragraph (a) above, the hours of work cannot be altered so that they exceed the ordinary hours allowed in clause 6, Hours of Work.(c) The meal break provisions of the Enterprise Agreement relating to work in ordinary hours shall not be varied in local workplace flexibility agreements.(d) The provisions in paragraphs (a) and (b) above do not prevent a local workplace flexibility agreement from providing for work to commence from 6:30am. |
| Requirements for Negotiation | <p>25.3 A local workplace agreement shall only provide for flexibility of Enterprise Agreement and employment conditions where the following requirements have been complied with:</p> <ul style="list-style-type: none">(a) The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.(b) The agreement is not contrary to any law and does not jeopardise safety.(c) The agreement will improve efficiency and/or customer service and/or job satisfaction.(d) The employees are not disadvantaged when the agreement is viewed as a whole.(e) The appropriate Union(s) has signed the agreement reached with the employees concerned. |

	(f) Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.
	25.4 Where the agreement is collective and where 75% of Union members affected by a proposed workplace flexibility agreement vote in favour of the agreement, the relevant Union/s' agreement is not required under subclause 25.1 and paragraph (e) of subclause 25.3 of this clause. This provision does not apply to agreements reached under subclause 25.8 of this clause.
	25.5 Individual employees may opt out of an agreement if its operation will cause him/her genuine personal or family hardship. Transfer to another equivalent position will be considered in these circumstances.
Term of an Agreement	25.6 A local workplace agreement will expire after three months. A renewal of an agreement may have a longer term as agreed between the parties to that agreement.
	25.7 A local workplace flexibility agreement will not be used as a precedent in other local workplace flexibility agreement discussions or negotiations.
Agreement of Named Employee(s)	25.8 Notwithstanding the provisions of paragraphs (a) and (e) of the said subclause 25.3, an agreement may be made under this clause between Delta Electricity and the relevant Union(s) that applies to specifically named employee(s). Before any such agreement can operate, it must be signed by the relevant Union or Unions New South Wales as appropriate.
	If an employee advises Delta Electricity in writing that they do not wish endorsement by a Union then the agreement will go to Unions New South Wales for endorsement. Subclause 25.4 of this clause does not apply in respect of an agreement reached under this provision.
Termination of Agreement	25.9 An agreement may be terminated prior to its expiry by giving three months notice in writing by either: <ul style="list-style-type: none"> (a) By a majority of the affected employees in the case of an agreement applying to more than one person, or the named employee in the case of an agreement under the said subclause 25.8 that only covers a single person; or

(b) Delta Electricity.

25.10 Any party may refer any difficulties arising under this clause to Unions New South Wales.

26. Grievance and Disputes Procedures

- 26.1 (a) This Enterprise Agreement recognises that employees' grievances should be resolved speedily and effectively with factual information, without recourse to industrial action.
- (b) It is intended that most issues shall be resolved informally between employees and team leader/s by gathering and understanding the facts and by discussion. An employee/s may be assisted by their employee representative in these discussions.
- (c) Except where a genuine safety issue is involved, until the matter is resolved work will continue as normal (which may mean the existing arrangement or an agreed holding arrangement) without interruption and without prejudice to final settlement.
- 26.2 Employees' work-related grievances are to be dealt with as follows:
- (a) (i) Employees or Union delegates who have a grievance on any issue which is not resolved informally under subclause 26.1 shall then raise the matter with their immediate team leader by email or in writing.
- (ii) The team leader/s shall provide the necessary response by email or in writing as soon as possible but no later than 24 hours following the grievance being raised.
- (iii) If an answer cannot be given within 24 hours, a progress report by email or in writing shall be given at that time.
- (b) (i) When the grievance has not been resolved to the satisfaction of any party, the issue shall be referred by the team leader to a Business Unit Manager or their representative by email or in writing.
- (ii) The relevant Business Unit Manager or their representative and Union representative shall at the earliest possible time following referral, convene a grievance meeting which shall attempt to resolve the matter.

The meeting should include:

Team leader representative
Management representative
Delegate(s) involved in grievance
Union official(s) or their representative(s)

and
optionally the employee(s) involved.

- (iii) The grievance shall be discussed at the grievance meeting with a view to achieving agreement or resolution.
- (c) If the matter is not settled through the foregoing procedure then the aggrieved party shall refer the matter to either:
- (i) Unions New South Wales for their attention so as to provide conferences of all parties with a view to reaching a solution; or
 - (ii) The Industrial Relations Commission of New South Wales.

27. Redundancy

27.1 If Delta Electricity offers to employees a voluntary redundancy, the minimum paid must be:

- (a) four weeks' notice or payment in lieu; plus
- (b) an additional week's notice or pay in lieu for employees aged 45 years and over with five or more years of completed service; plus
- (c) severance pay at the rate of three weeks per year of continuous service with a maximum of 39 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.

27.2 Those employees who accept an offer of voluntary redundancy within two weeks of the offer being made, and terminate employment within the time nominated by Delta Electricity, will be entitled to the following additional payments:

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

28. Miscellaneous

Holding of Meetings on Delta Electricity's Premises

28.1 Permission to hold any meeting on any of Delta Electricity's premises must be requested by the Union(s) concerned.

Such a request must be made to the Manager of the location and:

(a) made by the Secretary, Executive Officer or accredited Union representative of the Union(s); and

(b) in writing whenever practicable or verbally where there is not enough time; and

(c) within reasonable time before the proposed meeting.

The request must include:

(d) the purpose of the meeting; and

(e) the time and place of the meeting; and

(f) the estimated duration of the meeting.

Should a request for such a meeting be approved, the mess room may be used within the time agreed upon by the manager and the person making the request.

Should a request for such a meeting not be approved, the meeting must not be held on Delta Electricity's premises.

Unless approved by the Chief Executive, employees must not be paid for time lost attending such meetings.

Anti-Discrimination

28.2 It is the intention of the parties bound by this Enterprise Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

28.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Enterprise Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Enterprise Agreement which, by its terms or

operation, has a direct or indirect discriminatory effect.

- 28.4 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 28.5 Nothing in this subclause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-discrimination Act 1977*;
 - (d) a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 28.6 Subclauses 28.2 to 28.5 of this clause do not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this subclause.

NOTES

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

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

29. Secure Employment

- | | | |
|--------------------------|------|--|
| Objective of this Clause | 29.1 | The objective of this clause is for Delta Electricity to take all reasonable steps to provide its employees with secure employment by maximizing the number of permanent positions in Delta Electricity's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. |
| Casual conversion | 29.2 | <p>(a) A casual employee engaged by Delta Electricity on a regular and systematic basis for a sequence of periods of employment under this Enterprise Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.</p> <p>(b) Delta Electricity shall give the casual employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Delta Electricity fails to comply with this notice requirement.</p> <p>(c) Any casual employee who has a right to elect under paragraph (a) of this subclause, upon receiving notice under paragraph (b) hereof or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Delta Electricity that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Delta Electricity shall consent or refuse the election, but shall not unreasonably so refuse. Where Delta Electricity refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through clause 26, Grievance and Disputes Procedure.</p> <p>(d) Any casual employee who does not, within four weeks of receiving written notice from Delta Electricity, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.</p> |

- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Delta Electricity.
- (f) If a casual employee has elected to have his or her employment converted to full-time or part-time employment in accordance with paragraph (c) of this subclause, Delta Electricity and the employee shall, in accordance with this paragraph, and subject to paragraph (c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with clause 4, Part-time Employment, or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act, 1996*.

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

- (g) Following an agreement being reached pursuant to paragraph (f) of this subclause, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through clause 26, Grievance and Disputes Procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

Occupational
Health and
Safety

- 29.3 (a) For the purposes of this subclause, the following definitions shall apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-

operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (ii) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.
- (b) If Delta Electricity engages a labour hire business and/or a contract business to perform work wholly or partially on Delta Electricity’s premises, Delta Electricity shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe working method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures for control of those risks.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon labour hire businesses arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Regarding the
Application of
this Clause

implementation of this clause, the matter shall be
dealt with pursuant to clause 26, Grievance and
Disputes Procedure.

30. Delegates' Rights and Responsibilities

- 30.1 The provisions of this clause apply to employee/s whose Union has advised Delta Electricity in writing that the employee/s have been elected or nominated by their Union as a delegate for the members of that Union.
- 30.2 In addition to the rights concerning victimisation in the relevant legislation, Delta Electricity recognises that Union delegates:
- (a) may make representations to management on behalf of their Union's members;
 - (b) will be given access to reasonable information about such representations;
 - (c) will be provided with reasonable use of Delta Electricity facilities including telephone, computer and accessories (including reasonable use of e-mail and internet), facsimile, photocopying, stationary 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 tribunalin accordance with the agreed arrangements;
 - (e) will be given paid leave in accordance with the agreed arrangements, including for attendance at accredited Union education and training for delegates, Union conferences and forums;
 - (f) will be given reasonable unpaid leave to work with the Union.

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

- 30.3 A delegate's responsibilities include to:
- (a) consult with their Team Leader whenever they propose to undertake their role as a delegate in exercising any of the rights above, except with respect to clause 30.2(c) when advice to the Team Leader is sufficient;

- (b) recognise that work priorities as determined by their Team Leader take precedence over the exercise of the above rights;
- (c) adhere to the process of Clause 26, Grievance and Disputes Procedures.

Appendix 1

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

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

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

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

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES

Signed for and on behalf of Delta Electricity

Chief Executive
Delta Electricity

Date:

Signed for and on behalf of Unions NSW

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the Construction,
Forestry, Mining and Energy Union
(New South Wales Branch)

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the Electrical
Trades Union of Australia,
New South Wales Branch

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the New South Wales
Local Government, Clerical, Administrative,
Energy, Airlines and Utilities Union

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the Association of
Professional Engineers, Scientists and
Managers, Australia (NSW Branch)

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the Public Service
Association and Professional Officers
Association Amalgamated Union of
New South Wales

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the Australian
Institute of Marine and Power Engineers
New South Wales District

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the The Australian
Workers Union, New South Wales

Date:

DELTA ELECTRICITY EMPLOYEES ENTERPRISE AGREEMENT 2009

SIGNATORIES (continued)

For and on behalf of the Automotive,
Food, Metals, Engineering, Printing and
Kindred Industries Union, New South
Wales Branch

Date: