



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**NSW Electricity Networks Operations Pty Limited T/A TransGrid**  
(AG2017/6323)

## **TRANSGRID EMPLOYEES AGREEMENT 2016**

Electrical power industry

COMMISSIONER MCKINNON

MELBOURNE, 23 MAY 2018

*Application for approval of the TransGrid Employees Agreement 2016.*

### **Introduction**

[1] Application has been made for approval of a single enterprise agreement known as the *TransGrid Employees Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by NSW Electricity Networks Operations Pty Limited T/A TransGrid.

[2] On 24 April 2018 I issued a decision setting out my preliminary findings in relation to the Agreement.<sup>1</sup>

[3] Transgrid has given written undertakings in relation to the Agreement. A copy of these undertakings is attached in Annexure A. The Association of Professional Engineers, Scientists and Managers, Australia (APESMA) and the Community and Public Sector Union (CPSU) has each given their views on the proposed undertakings. No other views on the proposed undertakings have been expressed.

[4] Transgrid, APESMA and the CPSU also made further submissions about the definition of ‘shiftworker’, whether the Agreement contains unlawful terms and the effect of Schedules B and C to the Agreement.

[5] This decision determines the application.

### **Definition of ‘shiftworker’**

[6] A concern was raised about whether the Agreement includes a definition of shiftworker for the purposes of the National Employment Standards (NES). Transgrid has made submissions on the issue and the CPSU agrees with those submissions. No other party

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<sup>1</sup> *NSW Electricity Networks Operations Pty Ltd* [2018] FWC 2324

has expressed an alternative view. I am satisfied that the Agreement contains a definition of shiftworker for the purposes of the NES.

### **Better Off Overall Test**

[7] A concern was identified about how the better off overall test should be assessed for employees under Schedule B to the Agreement. The relevant modern award for comparison purposes is the *Electrical Power Industry Award 2010*<sup>2</sup> (the Award). The concern was limited to Schedule B employees because in my earlier decision, I expressed the preliminary view that employees employed under Schedule C would be better off overall because their earnings would exceed the high income threshold. I confirm that view.

[8] Transgrid submits that the minimum remuneration payable under an Individual Employment Agreement (IEA) will always exceed the relevant salary point in the Agreement because it will also include an additional payment equivalent to 6 hours overtime per week. It has offered an undertaking to limit hours of work for employees under Schedule B of the Agreement to an average of 50 hours per week over a 4 week period.

[9] APESMA has expressed concern about the enforceability of the undertaking offered by Transgrid limiting hours of work to an average of 50 hours per week. It seeks assurance that employees will not be prejudiced in their employment if they choose to revert to Agreement conditions after entering into an IEA. The enforceability of Agreement terms and the protection of workplace rights are matters that are dealt with in the Act, including as civil remedy provisions. I am not persuaded that undertakings are necessary to replicate statutory protections or compliance provisions in the Act.

[10] According to APESMA, it covers the majority of employees who may enter into an IEA under Schedules B and C. It says that these employees will periodically be required to work in excess of 50 hours per week, including for issues such as emergency electricity transmission, preparation of bids for contestable works and the supply of information to the Australian Energy Regulator. I infer from that submission that employees employed on IEAs are likely to work up to 50 hours per week sometimes, but that it is not a standard pattern of work.

[11] Further modelling undertaken by the Commission factoring for the additional 6 hours overtime per week indicates that an employee working 50 hours under Schedule B will be at least \$383.60 per week better off under the Agreement than the Award.<sup>3</sup>

[12] Notwithstanding, the CPSU says the better off overall test is not met for employees on IEAs under Schedules B and C because they might be employed in a manner that is different than under the Agreement or the Award. On balance, I am satisfied that the more beneficial terms of employment for employees under Schedules B and C outweigh the potential detriment that might flow from fewer limits on the mode of employment for individual employees who are governed by an IEA and their contract of employment in each case.

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<sup>2</sup> MA000088

<sup>3</sup> Comparison of Agreement salary point 30 to Award Level 11, factoring for Award meal, tool, power station and transmission allowances

[13] The CPSU submits that Schedules B and C exclude the NES in relation to public holidays, leaving employees worse off compared to the Award. Transgrid says the NES is expressly preserved in clause 3.1 the Agreement which guides the interpretation of the Agreement. I agree with Transgrid on this issue. The Agreement does not exclude the NES in relation to public holidays.

[14] The CPSU also submits that the absence of shift work provisions in an IEA might leave shiftworkers worse off overall, including because “financial compensation alone is not enough” when work/life balance is taken into account. I accept the premise of the submission that money will not always overcome perceived detriments that flow from changes to modern award conditions. However, in this case the level of remuneration payable to employees under Schedules B and C carries significant weight. I also note the CPSU’s acknowledgment that undertakings provided in relation to Schedule C would otherwise address its concerns in relation to the better off overall test for employees on IEAs under that Schedule.

[15] On balance, I am satisfied that with the undertakings provided, employees under Schedules B and C will be better off overall under the Agreement than the Award.

### **Unlawful Terms**

[16] A concern was raised about whether Schedules B and C to the Agreement might operate as ‘opt out’ terms for the purposes of section 194(ba) of the Act. Transgrid has made submissions on the issue and the CPSU agrees that Schedules B and C are not ‘opt out’ terms. Transgrid has offered an undertaking to ensure that a Schedule C IEA will not vary terms of the Agreement that are otherwise expressly preserved by that Schedule. On that basis, I am satisfied that the Agreement does not include unlawful terms, including ‘opt out’ terms.

### **Dispute resolution term**

[17] A concern was raised during the hearing about whether IEAs under Schedule B and C meet the requirement in section 186(6) for dispute settlement terms to encompass both matters arising under the Agreement and the NES. Transgrid has given undertakings to address the concern and no party has objected to the undertakings.

### **Conclusion**

[18] I am satisfied that the undertakings in Annexure A are necessary to address concerns in relation to the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

[19] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[20] APESMA, CPSU, the Construction, Forestry, Maritime, Mining and Energy Union, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Australian Municipal, Administrative, Clerical and Services Union were each bargaining representatives for the Agreement and have given notice

under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

**[21]** Pursuant to s.205(2) of the Act, the model consultation term is taken to be a term of the Agreement.

**[22]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 May 2018. The nominal expiry date of the Agreement is 1 December 2020.



COMMISSIONER

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Annexure A

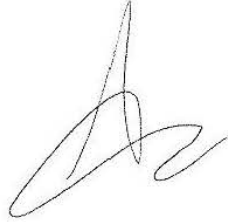
## Employer undertaking

I refer to the application by NSW Electricity Networks Operations Pty Ltd trading as TransGrid (**Employer**) for the approval of the *TransGrid Employees Agreement 2016 (Agreement)* in matter number AG2017/6323.

The Employer wishes to provide the following undertakings to the Fair Work Commission. The undertaking is provided by the Employer pursuant to s.190 of the *Fair Work Act 2009* (Cth) as follows:

- 1 In respect of clause 16.5 of the Agreement (absent without approval):  
The Employer will not rely upon clause 16.5 of the Agreement to terminate the employment of an employee covered by the Agreement.
- 2 In respect of clause 13.6.9 of the Agreement (occupational health nurse):  
The Employer will not rely upon the second paragraph of clause 13.6.9 to disentitle an employee to the remaining provisions of the Agreement.
- 3 In respect of clause 28.8 of the Agreement (time off for additional time worked):  
Time off work that is approved under clause 28.8 will be taken at the equivalent overtime rate. On termination of employment, any time off in lieu that has been accrued under clause 28.8, but remains untaken, will be paid to the employee at the applicable overtime time rate.
- 4 In respect of Schedule B of the Agreement (individual employment agreement SP30-34) and Schedule C of the Agreement (individual employment agreement SP35-40):  
An IEA under Schedule B or Schedule C will ensure that the affected employee is better off, on an overall basis, when compared to the terms of the Agreement.
- 5 In respect of Schedule B of the Agreement (individual employment agreement SP30-34):  
An employee who enters into an IEA under Schedule B will not work more than 50 hours per week, averaged over a period of up to 4 weeks.
- 6 In respect of clause 42.4(r) of Schedule B of the Agreement (individual employment agreement SP30-34):  
The dispute resolution procedure in the Agreement will continue to apply to an employee who has entered into an individual employment agreement to the extent that a dispute relates to matters arising under the Agreement or in relation to the National Employment Standards.
- 7 In respect of Schedule C of the Agreement (individual employment agreement SP35-40):  
An IEA under Schedule C will not vary the operation of any of the terms listed in clauses 43.3(a)-(t) of Schedule C of the Agreement.
- 8 In respect of clause 43.3(r) of Schedule C of the Agreement (individual employment agreement SP35-40):  
The dispute resolution procedure in the Agreement will continue to apply to an employee who has entered into an individual employment agreement to the extent that a dispute relates to matters arising under the Agreement or in relation to the National Employment Standards.

Signed:

A handwritten signature in black ink, appearing to be 'A. Sarelis', written over a faint circular stamp.

**Anna Sarelis**

**Employee Relations and Remuneration Manager**

**NSW Electricity Networks Operations Pty Ltd trading as TransGrid**

Date: **17 May 2018**

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

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

# TransGrid Employees Agreement 2016

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## 1. Title

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This Agreement shall be known as the TransGrid Employees Agreement 2016.

## 2. Parties to the Agreement

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2.1 NSW Electricity Networks Operations Pty Ltd (Trading as TransGrid), bargaining representatives and the unions listed below provided that in each case the requirements of s53(2)(a) of the Fair Work Act 2009 have been met.

2.2 Unions to this Agreement:

- CFMEU Northern Mining and NSW Energy District.
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical, Energy and Services Division - New South Wales Divisional Branch (CEPU)
- Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch (USU/ASU)
- CPSU, the Community and Public Sector Union (CPSU)
- The Association of Professional Engineers, Scientists and Managers, Australia.

This Agreement was not entered into under duress by any party.

## 3. Application and Operation

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3.1 This Agreement replaces the provisions of the TransGrid Employees Agreement 2013. The terms of this Agreement apply in a manner that does not exclude the NES. That is, a provision of the NES may be supplemented but not displaced by a clause of this Agreement.

This Agreement applies to employees of TransGrid working within the scope of this Agreement. For the avoidance of doubt, this does not include Senior Contract Officers of TransGrid and employees engaged in specialist roles in new business, such as, but not restricted to Business Development and Sales roles.

TransGrid may offer Individual Employment Agreement to new or current employees, as of the commencement of this agreement, in accordance with the arrangements set out in Schedule B and Schedule C.

3.2 This Agreement will come into operation 7 days after approval by the Fair Work Commission and will operate until 1<sup>st</sup> December 2020.

3.3 The parties agree to commence the process for negotiating a new Enterprise Agreement no later than 3 months before the nominal expiry of this Agreement.

3.4 It is a term and condition of employment and of the obligations and rights occurring under this Agreement that employees:

- (a) use any technology and perform any duties which are within the limits of their skills, competence and training; and
- (b) maintain commitment to, and comply with TransGrid's Code of Ethics and Conduct and

- comply with any reasonable direction in respect to the performance of their duties; and
- (c) are committed to the achievement of the Objectives of TransGrid's Corporate Plan.

## 4. Objectives

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TransGrid's Corporate Plan provides principal objectives that enable it to fulfil its mission to provide safe, reliable and efficient transmission services and to be commercially successful.

The parties to this Agreement are committed to the Objectives of the Corporate Plan. Achieving the objectives creates a stronger TransGrid for all stakeholders:

- Investors
- Customers
- Employees
- Wider Community

## 5. Consultative Mechanism

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### 5.1 Consultation Regarding Workplace Change

In the event that TransGrid plans to introduce a change to production, program, organisation, structure or technology that is likely to affect employees, TransGrid will consult with the employees who may be affected by the changes and their nominated representatives, if any. The consultation provisions are directed toward the development of a relationship of involvement and mutual trust between TransGrid and employees and their nominated representatives, if any.

In this clause the term;

'Relevant Employee (s)' means the employee (s) who may be affected by the change.

'Consultation' is understood as a process of seeking information, exchanging views and information and genuinely considering the impact of the change and/or failure to make the change on the business and employees.

#### Employer to notify:

Before TransGrid has made a final decision to introduce changes, relevant employees who may be affected by the proposed changes, and their nominated representatives, if any, will be notified. The relevant employees and their nominated representatives who may be impacted by the proposals for change will be consulted and will be able to provide input on changes.

#### Effects include:

- a) changes to the composition, operation or size of TransGrid's workforce or in the skills required of employees; or
- b) elimination or diminution of job opportunities (including opportunities for promotion, opportunities for job tenure); or
- c) alteration of regular roster or hours of work; or
- d) the need to retrain employees; or
- e) the need to transfer/relocate employees to other work or worksites; or
- f) the restructuring of jobs including redeployment of employees; or
- g) termination (including redundancy) of employees
- h) private use of motor vehicles

- i) outsourcing of core work as set out in Clause 14.

TransGrid will develop, change and implement workplace policies and procedures from time to time. Such policies and procedures do not form part of this Agreement. Where the 'Effects' listed above have reference to an existing TransGrid policy and or procedure and a change is required and that change has the reasonable potential to impact employees, communication and consultation on the policy and or procedure amendments to impacted employees will occur.

The exemptions to this will be the:

- Current Capability skills development frameworks;
- Current Apprentice salary progression procedure.

For the term of this Agreement the above two listed documents can be varied by consultation and agreement with impacted employees and their representatives, if any, or where there is a legislative change requirement. Where there is a discrepancy between this Agreement and any policy or procedure, this Agreement shall prevail.

### **Employer to discuss Change:**

TransGrid will discuss with the relevant employee(s), and their nominated representatives, if any, as soon as practicable in relation to the changes including:

- the introduction of the changes
- the effects the changes are likely to have on the relevant employee(s);
- measures to avert or mitigate any adverse effects on the relevant employee;
- measures to address an employee's genuine family/carers responsibilities or other statutory requirements; and
- will promptly consider matters raised by the relevant employee(s) and/or their union or employee representative about the changes.

To assist discussions TransGrid will provide in writing to the relevant employee(s) and their nominated representative(s), if any;

- all relevant information about the changes including the nature of the proposed changes;
- information about the expected effects of the changes on the relevant employee(s); and
- any other matters likely to affect the relevant employee(s).

The commitment to consultation may at times require the sharing of sensitive or commercial information. In such cases all parties agree to maintain appropriate levels of confidentiality. However, TransGrid will not be required to provide confidential information that is detrimental to TransGrid's interests or to provide any personal information relevant to an employee without the explicit consent of the individual involved.

TransGrid seeks to continually improve its work processes and where possible to adopt the best practice in terms of efficiency and productivity in all work areas. TransGrid's employees and their representatives commit to supporting and contributing positively to the process of workplace change and improvement and agree not to unduly delay or frustrate the process described within this clause.

If there is any dispute during the abovementioned process then the parties agree to resolve the dispute through the Dispute Resolution process within this Agreement.

## **5.2 Consultation Mechanisms**

TransGrid is committed to consultation and will maintain a two tiered consultative committee structure comprising of relevant TransGrid management and nominated employee representatives to enable ongoing discussion and information sharing on relevant matters at the workplace.

To ensure appropriate consideration of all relevant matters the committees should be reflective of all workgroups at the relevant location.

The committees are:

- Level 1 Committee which meets on a quarterly basis, or as required, and will consider matters of a strategic organisational nature that are likely to impact on employees. The committee will consist of executive and senior management representatives, union officials and a representative from each Level 2 committee.
- Level 2 Committees at each major location/workplace to consider location/workplace matters relevant to employees in that local area. These Committees meet at least every quarter and provide updates to the Level 1 Committee and will be a forum for cascading consultation. The committee will consist of local management and employee elected representatives covering all relevant workgroups at the site.

## 6. Work Health and Safety

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TransGrid is committed to the health and safety of all its employees. TransGrid is committed to a goal of zero injuries, occupational illnesses and incidents. TransGrid is committed to on-going consultation and communication with elected employee health and safety representatives and employees in any workplace change that will affect the health and safety of employees, and to ensure continuous improvement in all areas of our work. TransGrid believes that all accidents are preventable on and off the job.

It is agreed that all parties to the Agreement work to achieve a healthy and safe workplace by:

- a) establishing and maintaining a healthy and safe workplace and adopting safe working practices.
- b) ensuring that every reasonable precaution is taken to prevent accidents and minimise potential hazard.
- c) recognising that all employees are personally responsible for giving primary concern to their own safety and the safety of others.
- d) wearing the required protective clothing provided and using the required safety equipment at all times.
- e) incorporating health and safety in the planning and undertaking of all current and future, internal and external projects.
- f) agreeing to participate in the formulation of safety plans and initiatives and the implementation of these schemes.

## 7. Environment

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Protection of the environment is the responsibility of all TransGrid staff. TransGrid will continually strive to improve environmental performance through the setting of targets and regular environmental auditing.

## 8. No Extra Claims

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The parties to this Agreement agree not to pursue any additional or extra claims during the term of this Agreement as defined in Clause 3.2.

## 9. Redundancy

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Where reasonably practicable and subject to suitability, TransGrid will use its best endeavours to offer alternative employment within the business prior to making a position redundant. Natural attrition, voluntary redeployment and voluntary redundancies will be the preferred method by which a surplus number of employees is reduced. However, where these preferred methods have been exhausted and or are not

suitable in achieving the required employee reduction, involuntary redundancies may be implemented, subject to this clause.

### 9.1 Circumstances where a redundancy may arise:

- An employee is terminated by TransGrid because TransGrid has made a decision to cease operation of all or part of the operations covered by this agreement; or
- An employee is terminated by TransGrid because the job performed by an employee or group of employees is no longer required to be performed by anyone ; and
- Options for redeployment to other positions and or locations have been considered and exhausted.

### 9.2 Circumstances where redundancy will not apply:

The payments and entitlements applying to redundancy under this agreement will not apply where:

- The employee unreasonably refuses an offer of suitable alternative employment with TransGrid which was being offered;
- The employee terminates employment before the expiration of the period of notice without prior approval of TransGrid and this approval has not been unreasonably refused;
- The employee is a fixed term employee;
- The employee's employment is terminated because of misconduct or neglect of duty on the part of the employee;
- The employee is a casual employee;
- The employee is an apprentice or trainee; or
- The employee is prescribed by the Fair Work Regulations 2009 as an employee to whom Division 11 of Part 2-2 of the Fair Work Act 2009 do not apply.

### 9.3 Voluntary Redundancy

Where roles are identified as redundant, voluntary redundancies will be offered in the first instance. TransGrid shall seek expressions of interest, including targeted expressions of interest for voluntary redundancy. All expressions of interest received by TransGrid will be considered. TransGrid will determine whether any employee who has expressed an interest, is to receive an offer of voluntary redundancy having regard to the following factors:

- The number of positions which have been determined to be redundant;
- The appropriate mix of skills and competencies of the employees who have expressed an interest in accepting Voluntary Redundancy;
- The mix of skills and competencies required by TransGrid to meet and maintain operational requirements.

Once TransGrid has determined which employees will be offered a voluntary redundancy, TransGrid will advise those employees of the offer in writing. The offer will include:

- The date by which the offer must be accepted, being a minimum period of 4 weeks from the date of the written offer ( an employee may accept the offer prior to the end of this period);
- The date on which employment will terminate if the offer is accepted; and
- An estimate and breakdown of the total termination payments (including the redundancy payment) that the employee will receive on termination of employment.

An offer of voluntary redundancy shall not be enforceable unless accepted by the employee in writing.

## 9.4 Involuntary Redundancy

Continuing employees (as defined in the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW) who are covered by the employment guarantees will not be made involuntarily redundant prior to 30 June 2020.

TransGrid will make all reasonable efforts to avoid involuntary redundancies, however where the voluntary redundancy process cannot meet TransGrid's requirements, TransGrid will commence an involuntary redundancy process. Consultation will be in accordance with Clause 5 – Consultative Mechanism.

The selection process will focus on relevant performance along with objective job related competencies based on knowledge, qualifications, experience and skills, with the aim of retaining the most appropriate employees for the business.

Redundant employees will be provided with a statement detailing their service period with TransGrid, the employee's classification and comment stating the termination was caused by redundancy. A separation certificate will also be provided to the employee.

Employees who accept Voluntary Redundancy or whose position is made involuntarily redundant are eligible for the following payments (inclusive of any entitlement under the Fair Work Act 2009):

- a) four weeks' notice or payment in lieu; and
- b) an additional one week's notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service; and
- c) severance pay at the rate of 4 weeks' pay per year of continuous service
- d) with a maximum of 52 weeks' pay, with pro-rata payments for incomplete years of service to be on a quarterly basis; and
- e) the benefit allowable as a contributor to a retirement fund; and
- f) For employees who accept Voluntary Redundancy within 2 weeks of the written offer in clause 9.3 being made and terminate their employment within the time nominated by TransGrid; they will receive the additional pay outlined below:
  - o less than 1 year of service; 2 week's pay
  - o 1 year and less than 2 years' service; 4 weeks' pay
  - o 2 years' and less than 3 years' service; 6 weeks' pay
  - o 3 years' service and over; 8 weeks' pay

## 9.5 Outplacement Services

TransGrid may offer outplacement services to employees who have accepted voluntary redundancy, and will offer outplacement services to all employees who have been made involuntarily redundant.

## 10. Individual Flexibility Agreements

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10.1 TransGrid and an employee covered by this Agreement may agree to make individual flexibility arrangements to vary the effect of terms of the agreement if the arrangement deals with one or more of the following matters:

- a) Arrangements for when work is performed, including:
  - o rostered days off;
  - o arrangements for flexible hours for part-time work;
  - o arrangements for phased retirement
  - o arrangements for working a 4 day week;
  - o 12 hour shifts

- b) Application of overtime rates
  - c) Arrangements for Annual leave
- 10.2 TransGrid and the individual employee must have genuinely made the agreement without coercion, duress or undue influence. Individual Flexibility Arrangements are not to be offered as a condition of employment or promotion. The agreement between TransGrid and the individual employee must:
- a) be confined to a variation in the application of one or more of the terms listed in clause 10.1;
  - b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 10.3 The agreement between TransGrid and the individual employee must also:
- a) be in writing, name the parties to the agreement and be signed by TransGrid and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - b) state each term of this Agreement that TransGrid and the individual employee have agreed to vary;
  - c) detail how the application of each term has been varied by agreement between TransGrid and the individual employee;
  - d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment;
  - e) state the date the agreement commences to operate;
  - f) be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - g) not include a term that would be an unlawful term if the arrangement were an enterprise agreement
- 10.4 TransGrid must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 10.5 Except as provided in clause 10.3(a) the agreement must not require the approval or consent of a person other than TransGrid and the individual employee.
- 10.6 In seeking to enter into an agreement TransGrid must provide a written proposal to the employee. Where the employee's understanding of written English is limited TransGrid must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 10.7 The agreement may be terminated:
- a) by TransGrid or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - b) at any time, by written agreement between TransGrid and the individual employee.
- 10.8 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between TransGrid and an individual employee contained in any other term of this agreement.



## 11. Salaries and Allowances

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The Salary Point Rates for the classifications covered by this Agreement, which include a 2% increase adjustment from the first pay period following a successful ballot of eligible employees of this Agreement and based on a 35 hour week, are set out below. The Salary Point Rates include an amount in respect of the Annual Leave Special Payment and the 'Special Payment' for Sydney Office employees for the acceptance of the Variable Working Hours system.

<u>Salary Point</u>	<u>Weekly Rate</u>
1	\$603.60
2	\$693.90
3	\$784.20
4	\$873.70
5	\$918.60
6	\$963.30
7	\$1,006.10
8	\$1,050.40
9	\$1,096.70
10	\$1,145.00
11	\$1,196.70
12	\$1,252.30
13	\$1,309.00
14	\$1,369.10
15	\$1,431.90
16	\$1,497.60
17	\$1,548.30
18	\$1,600.90
19	\$1,655.00
20	\$1,710.80
21	\$1,768.30
22	\$1,828.80
23	\$1,891.30
24	\$1,955.90
25	\$2,021.30
26	\$2,090.50
27	\$2,161.70
28	\$2,235.90
29	\$2,311.40
30	\$2,390.20
31	\$2,471.80
32	\$2,556.30
33	\$2,643.90
34	\$2,734.10
35	\$2,827.50
36	\$2,924.50
37	\$3,024.60
38	\$3,127.50
39	\$3,234.80
40	\$3,345.90



The Salary Rates above and allowances in 11.2, 11.3, 11.4 and 32 shall be subject to a further increase of:

- a) 2% payable from the first full pay period after FWC approval.
- b) 2% payable from the first full pay period on or after December 1st 2018
- c) 2% payable from the first full pay period on or after December 1<sup>st</sup> 2019

### 11.1 Employer Contribution to Superannuation

The employer statutory contribution and the additional employer contribution to superannuation will be 15% and shall remain at this rate for the duration of the Agreement. This shall apply to all employees covered by this Agreement and will consist of:

- a) All required statutory employer superannuation contributions made in accordance with the Superannuation Guarantee (Administration) Act 1992; and
- b) All additional employer superannuation contributions from the 2006, 2008 2010 and 2013 TransGrid Employees Agreements, which increased employer superannuation contributions made in lieu of employee pay rises to provide for a combined contribution of (a) and (b) increase up to the level of 15%.

Should any additional increase to the *Superannuation Guarantee (Administration) Act 1992*; apply during the life of this agreement, that increase shall be absorbed into the current combined contributions of (a) and (b) to maintain an employer superannuation contribution of 15%.

In addition to the above Salary Point Rates the following are to be included in what will be known as employees' ordinary weekly salaries:

- a) the Field Allowance in accordance with 11.2; and
- b) the General Purpose Allowances in accordance with 11.3;

### 11.2 Field Allowance

The Field Allowance of \$40.30 per week is to be paid to:

- a) all employees appointed to field locations; and
- b) Tradespersons, Power Workers and Operators located in the Sydney Office.

**Note 1:** *Administrative, Engineering and Professional Officers, appointed to the Sydney Office, are not entitled to be paid the Field Allowance (or part thereof) when temporarily attached to field locations. (The General Purpose Allowance component, incorporated into base salary rates in 10 includes a component in respect of such temporary attachments). For extended periods at field locations approval may be sought for a Special Payment in accordance with 11.4.*

### 11.3 General Purpose Allowance

The classifications Engineering Officer, Operator, Power Worker, Tradesperson and Apprentices at Field Locations (other than Sydney Office) will receive a General Purpose Allowance of \$121.10 per week.

**Note 2:** *Apart from the Tool Allowance in 11.7; and the First Aid Allowance in 11.8, the General Purpose Allowance replaces the allowances:*

- a) *paid for lunches incurred on one day trips as described in TransGrid's Policies and Procedures; and*
- b) *those listed in Schedule A of the TransGrid Employees Award, 1997.*

*The parties agree that no further claims or payments related to these allowances will be made.*

## 11.4 Special Payments

Employees, appointed to the Sydney Office who are required to work away from the Sydney Office for extended periods and for the majority of each week away are entitled to be paid \$47.20 per week, subject to the approval of the Manager of the Business Unit concerned:

- a) for the duration of such work; and
- b) when they are located away from the Sydney Office

This payment is not applicable to:

- a) any form of paid leave; or
- b) overtime; or
- c) travelling time; or
- d) public holidays; or
- e) for any purposes for which ordinary weekly salaries are to apply.

**Note 3:** *Employees who are paid long service leave or sick leave at half-pay are to be paid the Field Allowance and/or the General Purpose Allowance at half the rate if they receive these allowances on a permanent basis.*

## 11.5 All Purposes

Employees' ordinary weekly salaries shall be paid for all purposes. "All purposes" shall cover all circumstances where employees' ordinary weekly salary rates are applied.

## 11.6 Salary Sacrifice

Notwithstanding the salaries prescribed by this Clause, an employee may elect, subject to the agreement of TransGrid, to sacrifice a portion of the salary payable under this Clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

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

- a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- b) those allowances, penalty rates, payments for unused leave entitlements, weekly worker's compensation or other payments, to which an employee is entitled under this Agreement and which are determined by reference to an employee's salary shall be calculated by reference to the salary before any sacrifice for superannuation under this Agreement.
- c) The employee may elect to have the portion of payable salary, which is sacrificed to additional employer superannuation contributions:
  - i. paid to the Energy Industries Superannuation Scheme Division A; or
  - ii. paid to a private sector complying superannuation scheme as employer superannuation contributions.
- d) Where the employee elects to sacrifice salary in terms of subclause (c) above TransGrid will pay the sacrificed amount into the relevant superannuation scheme. TransGrid must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's

superable salary, which is notified to the relevant Trustee as required under the scheme rules.

- e) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with TransGrid to have superannuation contributions made to a superannuation scheme other than a scheme contained in the Energy Industries Superannuation Scheme Trust Deed, TransGrid will continue to base contributions to that other scheme on the salary payable under this Clause to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This Clause applies even though the superannuation contributions made by TransGrid may be in excess of superannuation guarantee requirements after salary sacrifice is implemented.
- f) Additional taxation costs associated with the salary sacrifice will not be borne by TransGrid and deduction limits may be imposed to avoid additional taxation costs to TransGrid.

#### **11.6.1 Salary Sacrifice in addition to Superannuation Benefits**

In addition to clause 11.6, employees may elect to salary sacrifice for non-salary benefits through an approved third party provider of such benefits. Each employee who negotiates an individual salary sacrifice arrangement will be required to enter into an agreement with an approved third party. The employee should be aware that any individual salary packaging arrangement would result in their gross taxable salary being reduced.

Employees participating in any such arrangements shall advise TransGrid of the relevant details, including commencement and cessation of the arrangement, to allow the necessary payroll deductions to take place. TransGrid are not responsible for the establishment or administration of any such arrangements and the provision of benefits shall be cost neutral.

#### **11.7 Tool Allowance**

Tradespersons, in the trades' classifications of Carpenter or Painter, must be paid the tool allowance prescribed from time to time by the appropriate Modern Award, in addition to their ordinary weekly salary. The tool allowances are paid for all purposes.

#### **11.8 First Aid Allowance**

Employees who are nominated to carry out first aid duties must be paid \$15.10 per week or part thereof. Employees who are current holders of the Occupational First Aid Certificate must be paid 50% above this rate.

#### **11.9 Rehabilitation Coordinators Allowance**

Employees, who are nominated to carry out the duties of Rehabilitation Coordinator, must be paid an allowance of \$46.60 per week. The Rehabilitation Coordinators allowance is paid for all purposes.

#### **11.10 Redeployment/Relocation Entitlements**

Employees who are in receipt of either Special Power Station Allowance or Special Other Division Allowance under redeployment or relocation entitlements conditions must continue to be paid the allowance at the rate(s) determined by TransGrid until they are appointed to a new position. Employees are only to be paid the higher of either the Field Allowance or the appropriate "Special Allowance".

### 11.11 Barehand Work Allowance

TransGrid will pay a Bare Hand Work Allowance of \$76.60 per week for Bare Hand liveline work based upon the following terms:

#### For Internal work

The weekly allowance will be payable to all bare hand workers who perform work activities related to Bare Hand methods beyond the agreed eight (8).

#### For External work on non-TransGrid assets

The weekly allowance will be payable to all bare hand workers who perform work activities related to Bare Hand methods. The weekly allowance will not be dependent on attainment of the aforementioned eight (8) agreed methods.

#### General

The weekly allowance will be payable for one regular ordinary working week or part thereof. The weekly allowance will be additional to those currently provided under existing Agreement conditions. The operative date for payment of the allowance will be 1st July 2005. The parties agree that all current bans on barehand liveline and hot stick work are now removed.

## 12. Classifications

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The parties to this agreement recognise that continuing skills acquisition and utilisation by employees is essential for the competitiveness and sustainability of the Company. The parties therefore recognise the importance of a classification structure, classification definitions and career progression guidelines.

### 12.1 Classification

The classifications of TransGrid employees are:

- Administrative Officers
- Engineering Officers
- Professional Officers
- Operators
- Power Workers
- Tradespersons
- Apprentices

Administrative, Engineering and Professional Officers' and Operators' positions are evaluated and allocated a range of salary points in accordance with the agreed Job Evaluation procedure.

### 12.2 Classification Review

The parties to this agreement recognise that continuing and new skills development, acquisition and utilisation by employees is essential for the continued competitiveness, growth and sustainability of TransGrid. To help achieve this, the parties agree to review the Classification structure, definitions, skills/competency acquisition and employee progression frameworks.

A Classification Work Group, consisting of up to five (5) Union delegates / employee representatives and five (5) TransGrid management representatives will be formed to conduct the review within three (3) months of this Agreement being approved by FWC. The review will be conducted over the term of this Agreement with outcomes to be negotiated and agreed in the future replacement Enterprise Agreement.

The Classification Work Group will refer industrial relations, legacy and remuneration matters that are outside the scope of the Classification Work Group to TransGrid Workplace Relations for resolution. Examples of 'out of scope' items are:

- Current or previous industrial claims by either party not associated with the classification review,
- Organisation structure or restructure issues,
- Individual reclassification issues.

### **12.3 Skills Development Programs**

Skills development is an integral part of the aims of all parties to this Agreement. TransGrid will assist employees to develop their personal level of skills to enable them to choose agreed career paths within the organisation.

All Power Workers and Tradespersons will have an agreed Skills Development Program. Each Power Worker and Tradesperson will be provided access to the training identified in their Program where the training/skills are relevant to the business needs of TransGrid.

## **13. Forms of Employment**

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### **13.1 Forms of Employment**

Employment may be full-time, part-time, casual or temporary. Forms of employment will be determined by local management taking into consideration the needs of the business and upon consultation with Human Resources/Employee Relations.

If part-time, casual or temporary employment is to be introduced, no full-time employee will be displaced. TransGrid does not intend to create a workforce of part-time, casual, temporary, labour hire employees or contractors.

Any dispute in relation to the use of part-time, casual, temporary, labour hire employees or contractors will be addressed under the consultation and dispute settlement procedures contained within the Agreement.

### **13.2 Full-Time**

A full-time employee is any permanent employee who normally observes full-time ordinary weekly working hours on either a day or shift pattern.

### **13.3 Part-Time**

A part-time employee is a permanent employee who works a constant number of hours which are less than the full-time ordinary weekly working hours.

#### **13.3.1 Hours of Work**

The minimum number of hours to be worked by a part-time employee is 14 hours or 2 shifts per week. The minimum number of hours to be worked per day of attendance is 3 hours and 30 minutes.

#### **13.3.2 Rates of Pay**

Part-time employees are paid the hourly rate for their classification.

#### **13.3.3 Overtime**

Overtime must be paid in accordance with clause 20. Overtime – Day Work but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

## 13.4 Entitlements

Part-time employees receive the same entitlements that are contained in the Agreement for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full-time ordinary working hours.

## 13.5 Returning to full time employment

Full-time employees may work part-time subject to agreement of the relevant General Manager. These employees can return to full-time work at the end of the period of part-time work.

## 13.6 Casual

A casual employee is any employee who works on an hourly basis, as required, and is paid as such.

### 13.6.1 Hours of work

The hours of duty for casual employees are determined by local management within the spread of ordinary working hours.

### 13.6.2 Rates of pay

Casual employees are paid:

- a) the hourly rate for the appropriate salary point for their classification; and
- b) a loading of 25%.

### 13.6.3 Overtime

Overtime must be paid in accordance with clause 20. Overtime – Day Work but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

### 13.6.4 Termination

The services of a casual employee can be terminated by:

- a) an hour's notice given by either management or the employee; or
- b) payment by management of an hour's salary instead of notice; or
- c) forfeiture by the employee of an hour's salary instead of notice.

### 13.6.5 What is the minimum payment for each start?

A casual employee is entitled to:

- a) a minimum of 3 hours pay in respect of each start; and
- b) reimbursement of all fares incurred in travelling to and from work only when the minimum is paid.

### 13.6.6 Bereavement entitlements for casual employees

- a) Subject to the evidentiary and notice requirements in clause 28.1 of the Agreement, 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 (definitions of affinity contained under clause 28.2 of the Agreement).
- b) The employer 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) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### 13.6.7 Personal Carers Entitlement for casual employees

- a) Subject to evidentiary and notice requirements in clause 28.1 of the Agreement, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed under clause 28.2 of this Agreement, who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- b) The employer 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) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### 13.6.8 Casual Conversion

- a) A casual employee engaged by TransGrid on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
- b) TransGrid shall give the casual employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if TransGrid fails to comply with this notice requirement.
- c) Any casual employee who has a right to elect under clause 13.6.8 (a), upon receiving notice under clause 13.6.8 (b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to TransGrid 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, TransGrid shall consent to or refuse the election, but shall not unreasonably so refuse. Where TransGrid 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 the Dispute Procedure under clause 35 of this Agreement.
- d) Any casual employee who does not, within four weeks of receiving written notice from TransGrid, elect to convert his or her ongoing contract of employment to full-time or part-time employment will be deemed to have elected against any such conversion.
- 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 TransGrid.

- f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 13.6.8 (c), TransGrid and the employee shall, in accordance with this clause, and subject to clause 13.6.8 (c), discuss and agree upon:
- a. whether the employee will convert to full-time or part-time employment; and
  - b. 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, consistent with any other part-time employment provisions of this Agreement.
  - c. 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 TransGrid and the employee.
  - d. Following an agreement being reached pursuant to clause 13.6.8 (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the Dispute Procedure under clause 35 of this Agreement.
  - e. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under clause 13.6.8.

### **13.6.9 Occupational Health Nurse**

Employees appointed to carry out the duties of an Occupational Health Nurse on a casual basis, are to be paid at the rate applicable to Salary Point 23 at the location; and a loading of 25%. Any time worked in excess of seven hours per day is to be paid at ordinary time.

Apart from the provisions of 13.6, 13.6.1, 13.6.2, 13.6.4, 13.6.5, 13.6.6, 13.6.7, 13.6.8 there is no entitlement to any other provisions of this Agreement.

### **13.6.10 Fixed Term (Temporary) Employment**

The parties covered by this agreement recognise the need for TransGrid to engage employees on fixed terms of engagement from time to time to meet specific business needs. Fixed term employment shall not be used as an alternative to permanent employment. Fixed term employee does not include a casual employee.

### **13.6.11 Fixed Term: Non-Graduates and Non-Trainees**

Fixed term appointments may be made for a period of up to 24 months. If prior to the expiration of the 24 month period there is a requirement to extend the arrangement Employee Relations will consult with the relevant parties as per the consultative mechanisms in this Agreement.

### **13.6.12 Fixed Term: Graduate and Trainees**

TransGrid supports the development of graduate and trainees and as such provides structured development programs relevant to specific professions and work type. To facilitate these programs all graduates and trainees employed after the approval of this Agreement may be employed on a fixed term arrangement up to a maximum of 36 months. Where permanent positions are available Graduates and Trainees who have



successfully completed all aspects of their development program will be provided with priority assessment for permanent employment.

#### **13.6.13 Fixed Term: Entitlements**

A fixed term employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either a comparable full time or part time employee equivalent under this Agreement.

## **14. Alternate forms of engagement**

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### **14.1 Contracting Out of Work**

Use of contractor services will be discussed under the consultative mechanisms established under this Agreement, prior to implementation. TransGrid does not intend to use contractors to reduce the utilisation of current permanent employees engaged in core work. TransGrid maintains the right to use bona fide contractors, in any of the following circumstances:

- a) where specific expertise is required and/or peak workloads cannot be met by TransGrid's workforce including reasonable overtime;
- b) where failure to complete work in a reasonable time would jeopardise the safety of the public or impact adversely upon network or system performance;
- c) where the use of contractors represents the most commercially advantageous option, taking into consideration quality, occupational health and safety and the overall strategic direction of TransGrid.

Where a proposal for outsourcing of core work is considered by TransGrid, then employees covered by this Agreement will be given an opportunity to demonstrate how internal efficiencies can match an external benchmark. Employees who are affected by such proposals shall be given reasonable time relevant to the proposal, and given appropriate access to relevant information, subject to the confidentiality of such information, so that they can prepare their submissions.

TransGrid will consider alternate proposals including whether work could be done by employees utilising their current skills and competencies.

When a decision is made by TransGrid to contract out work TransGrid will take into consideration:

- a) the contractor's established quality, health and safety, environmental systems to a level commensurate with the standards TransGrid expects and in accordance with governing legislation;
- b) the contractor's values, behaviours and ethics; and
- c) the contractor's compliance with regulatory, statutory and industrial obligations.

All parties acknowledge that it is not the intent of this clause that parties will seek to alter or reassess arrangements already in place.

### **14.2 Labour Hire/ Agency Workers**

The parties covered by this Agreement recognise the need for TransGrid to engage labour hire workers from time to time to meet short term business needs. In this context, the parties covered by this Agreement recognise short term as a maximum of twelve (12) months.

If prior to the expiration of the 12 month period there is a requirement to extend the arrangement Employee Relations will consult with the relevant parties as per the consultative mechanisms in this Agreement.

## 15. Calculation of Service

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In calculating service, TransGrid must include:

- a) periods of annual and long service leave
- b) periods of sick leave with or without pay
- c) periods of approved leave with 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 equivalent hours of shifts which have been specifically authorised to be counted as service
- f) periods of absence for which workers' compensation payments are made
- g) periods of service as an employee on probation
- h) in the case of an employee transferred from Pacific Power:
  - a) actual service with Pacific Power; and
  - b) service with another employer which had been counted as service by Pacific Power
- i) any previous period of service with TransGrid in accordance with (a) to (h) for an employee who had resigned or been discharged and later re-employed.
- j) any previous period of service with TransGrid in accordance with (a) to (h) of an employee who had been dismissed and later re-employed if that employee current period of service under (a) to (h) is more than five years.

If payment for long service leave has been received by an employee, any service recognised in accordance with (i) and (j) is counted for qualifying purposes for future calculation only.

## 16. Terms of Employment

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### 16.1 Payment of salaries

If requested by a majority of employees appointed to a field location, 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.

The ordinary weekly salary of an employee appointed to the Sydney Office must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.

Payments for salary and leave must be made only to the employee entitled to them, or to a person authorised by the employee to receive the payments.

TransGrid may deduct from an employee's pay, contributions or payments for approved purposes or for the payment to TransGrid of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives TransGrid written authority.

## 16.2 Overtime and Shift work

For the purpose of meeting the needs of the industry, TransGrid requires an employee to work:

- reasonable overtime, including Saturdays, Sundays and public holidays
- 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.

Unless a reasonable excuse exists, an employee will work or transfer in accordance with these requirements.

## 16.3 Wet Weather

In the event of wet weather, no deductions from employees' salaries will be made if:

- a) they report for duty;
- b) they work until the officer-in-charge directs work to stop; and/or
- c) they stand by as directed.

## 16.4 Termination of service

Employees' service may be terminated by:

- a) resignation, i.e. voluntarily leaving the service of TransGrid
- b) the expiration of a fixed or maximum term contract
- c) retirement on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. TransGrid's Occupational Health Physician and/or other medical practitioner, as agreed to by TransGrid, must issue a certificate to this effect
- d) dismissal
- e) mechanisation or technological changes in the industry.

If TransGrid 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:

- a. three months' notice; or
- b. 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.

## 16.5 Absent with approval

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 TransGrid as satisfactory, shall be deemed to have resigned.

## 16.6 Period of notice

Employees must give TransGrid at least one months' notice of their intention to resign, unless their terms of employment provides for a different period.

In all other cases of termination, except dismissal without notice, TransGrid must give the employee at least one months' notice, unless their terms of employment provides for a different period. If the

employee is over 45 years old, and has completed at least two years of service at the end of the day that notice is given, the employee receives an additional one week's notice.

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

## **17. Hours and Work Patterns - Day Workers**

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### **17.1 Definition**

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.

### **17.2 Hours of work**

The ordinary hours of work for a day worker is 35 hours per week or where a nine-day fortnight is observed 70 hours per fortnight.

### **17.3 Span of Hours**

- a) Employees who work in the Sydney Office shall observe a span of ordinary working hours between 7.00am and 7.00pm Monday to Friday
- b) Employees who work in field locations shall observe a span of ordinary working hours between 6.00am and 6.00pm, Monday to Friday.

### **17.4 Working Arrangements**

- (a) Employees in the Sydney Office and employees in office based roles at Sydney West who are employed as either Administration Officers or Professional Officers:
  - (i) Work a nine-day fortnight roster system.
  - (ii) By agreement between an employee and their manager an employee can access an alternate roster pattern of work. If agreement cannot be reached then the roster system to be worked is to be the nine-day fortnight roster system.
  - (iii) Once established, any change to an agreed roster system will require agreement to be reached between the manager and employee.
  - (iii) An employee may also by mutual agreement with their manager and Employee Relations access an additional flexible arrangement through application of Clause 10 of this Agreement.
- (b) Employees in field locations other than those subject to 17.4 (a) above shall:
  - (i) Work a nine-day fortnight roster system.
  - (ii) Subject to 16.3 (b) their commencing and finishing times shall be determined by local agreement. However, by agreement between local management and their employees may vary their commencing and/or ceasing times.

### **17.5 Application of the Nine Day Fortnight**

Employees who work a nine day fortnight roster system:

- a) Shall establish a set Rostered Day Off which shall be worked in accordance with

the major/minor day system or as otherwise agreed with their manager.

- b) An employee is expected to observe their set Rostered Day Off and shall not vary this day without prior approval from their manager. The subsequent day on which the Rostered Day Off will be taken shall be by agreement, prior to the day, between the employee and their manager.
- c) Subject to prior approval employees may accrue up to a maximum of 3 Rostered Days off. No accrual above 3 days will be granted. An employee must obtain approval from their Manager prior to the taking of any accrued Rostered Days Off.

## 18. Extended Work Pattern Flexibility

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From time to time it may be commercially advantageous to TransGrid to alter the pattern of work normally used to achieve work. This could mean an accelerated program of works resulting in the compression of timelines needed to complete the work and/or an accompanied extension of working days outside of the 7.78 hour day and the 35 hour week.

Roster days accrued only during the course of this work shall be taken in a manner that satisfies the work pattern and the Fatigue Management Guidelines either as an appropriate break during the program of work or at the conclusion of the work.

Additional time off needed to satisfy the requirements of the work pattern and the Fatigue Management Guidelines shall be comprised of two components:

- a) A contribution from the employee equivalent to half of any travelling time at overtime rates.
- b) A contribution by TransGrid of an equivalent value of time as that contributed by the employee in a) above.

The employee contribution will continue until an equivalent of half the required time off is met (the other half being matched by TransGrid as outlined above) or until the period of rest required by the work pattern and the Fatigue Management Guidelines is commenced. Any shortfall of time at this point will be met by a commensurate contribution of time off with pay by TransGrid.

Should the prerequisite rest time be accrued from a combination of employee and TransGrid time contributions prior to commencement of the rest period all remaining travelling time will be remunerated as indicated in this Agreement.

During this period of extended work pattern flexibility, any normal travelling time (Clause 34) will not be deducted from the amount of travelling time claimed by any employee between his place of temporary accommodation and work.

Travelling time for purposes of rest period accrual shall be considered to be travel between the employee's temporary place of accommodation and work.

The above Extended Work Pattern Flexibility arrangements will be the standard provisions. However, the parties acknowledge that given the project-based nature of TransGrid operations, some projects will have specific arrangements implemented that will enable effective and productive operations. These arrangements will be consulted with the impacted employees and will be underpinned by the terms and conditions of this Agreement.

### 18.1 Working Away from Headquarters Arrangements

During the periods where an employee is required to work away from headquarters as part of work carried out under the Extended Work Pattern Flexibility arrangements, TransGrid, in consultation with the Employee, will determine whether clause 33.2 or 33.3 will apply.

## 18.2 Obligation to Participate

To support the work and resource flexibility employees may be required to perform their duties across a range of the employer's locations. This may include locations anywhere within Australia.

The company will reconsider the work allocation, when personal responsibilities prevent participation in the resource flexibility work pattern.

Where the ability to work at remote locations for extended periods is not contained within the employee's contract of employment and/or position description, the company will consult with the individual employee(s) concerned before the resource requirement is required.

Volunteers will be sought in the first instance through an expression of interest process (EOI), in absence of suitable employees volunteering; the company will provide notice to affected employees to enable the delivery of the work.

Failing all reasonable efforts to resource the work, after 28 days, TransGrid will deliver the work through outsourced service providers.

## 19. Shift Work

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### 19.1 Averaged Salary

Employees appointed to a permanent shift work position in the classifications of Operators or Engineering Officers will be paid on an averaged salary basis calculated in accordance with the provisions of Schedule A to this Agreement.

Employees acting in the capacity of a shift work position shall also be paid on an averaged salary basis.

### 19.2 Averaged Salary Percentage

#### Operators:

##### 8 Hour Shifts:

- a) The Averaged Salary percentage payment to be applied for Operators working a seven-man 7 x 3 roster will be 34.8%.
- b) The Averaged Salary percentage payment to be applied for Operators working a six-man 7 x 3 roster will be 38.6%.

##### 12 Hour Shifts:

- The Averaged Salary percentage payment to be applied for Operators working a six-man 6 x 2 x 12 hour shift roster will be 38.6%.
- The Averaged Salary percentage payment to be applied for Operators working a seven-man 7 x 2 x 12 hour shift roster will be 34.8%.
- The Averaged Salary percentage to be applied for Operators working 12 hour - day shifts, including weekdays and weekends but not including Public Holidays and not commencing work before 6.30am will be 24.5%
- The Averaged Salary percentage to be applied for Operators working a 12 hour – day shifts not including weekends or public holidays will be 11.5% (this percentage includes an early start provision which may be invoked when required)

#### Engineering Officers

- The Averaged Salary percentage payment to be applied for Engineering Officers (Shift Fitters) working a four man 5 x 2 roster will be 18%. This is not inclusive of public holiday penalties, which are to be paid in addition to this percentage payment.

**Note 1:** All general rules provided under Schedule A of this Agreement remain applicable to employees working shift work. Averaged Salary combines ordinary weekly salary with shift work penalty payments including, Shift Allowance, Shift Penalty and Roster Loading, which is averaged over the financial year and paid in regular equal instalments. Averaged Salary is calculated on shift work provisions contained within clause 19, of the TransGrid Employees Award 2002, listed in Schedule A of this Agreement. Leave in lieu of public holidays will be credited at the rate of eight (8) hours per public holiday, in relation to 12 hour shifts. All other leave will be accounted for as 12 hours. Superannuation entitlements will not change due to move from 8 hour to 12 hour shifts. To ensure this, total shifts worked will be converted back to the equivalent 8 hour shifts.

### 19.3 Payment of Averaged Salary

Averaged Salary will be paid for the following:

- All Shifts worked as part of the normal shift roster
- All rostered day work
- Annual leave

**Note 2:** The averaged salary percentage (%) loading will be paid for Annual Leave taken or cleared from the date that an averaged salary agreement was previously entered into, where applicable, or from the date of commencement of this Agreement.

**Note 3:** Upon termination of employment, where the balance of Annual Leave credits accrued between the date that an averaged salary agreement is entered into and the termination date is greater than annual leave taken over the same period, the residual leave entitlement over this period will have the percentage (%) loading applied to the residual annual leave balance upon termination. All other Annual Leave entitlements paid on termination will be paid at the ordinary base rate of pay and will not include the percentage (%) loading.

### 19.4 Circumstances Under which Averaged Salary Will not be paid

Averaged salary will not be paid for:

- Additional shifts (covering sickness, training etc.). These are to be paid at normal overtime rates.
- Long Service leave.
- Sick Leave.

**Note 4:** Average salary will not be paid for sick leave taken. Sick leave will revert to ordinary salary for the hours that would have been worked during the rostered shift.

## 20. Overtime

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### 20.1 Day Work

Overtime is all time worked on:

- Mondays to Fridays before established commencing time
- Mondays to Fridays after established finishing time
- Saturdays
- Sundays
- Public Holidays.

In calculating how much overtime a day worker works, each working day is treated separately. Periods worked before the established commencing time and after the established 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.



Day workers must be paid the following rates for overtime:

DAY	PERIOD	RATE
Monday to Friday	- first two hours	1.5
	- after two hours	2.0
Saturday (not a public holiday)	<b>before midday</b>	
	- first two hours	1.5
	- after two hours	2.0
	<b>after midday</b>	2.0
	- all hour worked	
Sunday (not a public holiday)		2.0
Public holiday	- in ordinary working hours	2.0+ ordinary pay
	- outside ordinary working hours	2.0

## 20.2 Minimum payment for non-merging overtime

An employee must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time (This does not apply to an employee required to standby under Clause 32. (Standby and "On Call").

## 20.3 Cancellation

If TransGrid 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 – 3 hours at single time
- (c) at the place of work - 3 hours at the appropriate overtime rate.

However, an employee who has reported at the place of work may be required to carry out alternative work for a minimum of 3 hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

## 20.4 Travel associated with merging overtime

Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes, arranged by TransGrid if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with 34. Travelling Time and Fares.

## 20.5 Travel associated with non-merging overtime

Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with 20.2.

Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with 34. Travelling Time and Fares, exceeds the minimum payment.

TransGrid must reimburse employees for any fares incurred.

## 20.6 10 Hour Break

Employees, who work periods of overtime shall, whenever reasonably practicable, observe a break of 10 consecutive hours when

- a) period(s) of overtime and associated travelling time aggregate to 4 or more hours; or
- b) where the period of overtime and associated travelling time is less than four hours and they return to their place of residence after midnight.

The breaks commence from the time of return to their normal place of residence.

## 20.7 Continuing to work after completing overtime

Employees, who complete overtime within 2 hours of their next ordinary commencing time, may with the agreement of their Team Leader, continue working (at ordinary rates of pay) and bring forward their finishing time upon completing the period of their normal daily attendance.

If agreement is not reached with the Team Leader the provisions of clause 20.6 will be applied.

## 20.8 Directed to resume work without a 10 hour break

Where a team leader directs an employee to resume or continue work without a 10 hour break, TransGrid must pay them double time until released from duty. They may then be absent until they have had a 10 hour break. Employees must be paid at ordinary rates for any working time which occurs during a 10 hour break.

### 20.8.1 If employees:

- a) have had a 10 hour break; and
- b) are recalled to work overtime whether notified before or after leaving their place of work; and
- c) commence that overtime starting at least 8 hours after their ordinary finishing time on day 1 and before 5.00am on day 2; and
- d) would normally be required to work on day 2

then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5.00am.

If employees are required to continue to work during part of the period they would normally stand down, TransGrid must pay these employees for the period of stand down not taken at overtime rates.

## 20.9 Standing-by for overtime

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 the ordinary finishing time and the commencement of the overtime. However, this condition does not apply to employees required to standby under clause 32. Standby and "On Call".

## 20.10 Employees above salary point 35

Employees above salary point 35 must not be paid overtime without the Managing Director's approval.

## 21. Overtime - Shift Work

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Overtime is all time worked by shift workers before commencing time or after finishing time of rostered shifts. In calculating how much overtime a shift worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the 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.

Shift workers must be paid the following rates for overtime:

DAY	PERIOD	RATE
b) Monday to Friday	- first two hours	1.5
	- after two hours	2.0
d) Saturday (not a public holiday)	<b>before midday</b>	1.5
	- first two hours	2.0
	- after two hours	2.0
	<b>after midday</b>	
	- all hour worked	
f) Sunday (not a public holiday)		2.0
h) Public holiday	- all hours worked	2.5

## 21.1 Time worked during rostered break

All time worked during a shift worker's rostered break is paid at the rate of double time. (A shift worker's rostered break is a period of at least one day's duration when the shift worker is not required to work an ordinary shift).

## 21.2 Time worked on non-working days

Employees who work on a Saturday or Sunday while rostered on a five day, Monday to Friday, shift system; or work on a Sunday while rostered on a six day, Monday to Saturday, shift system shall be paid at ordinary overtime rates for the day(s) concerned.

## 21.3 Minimum payment for non-merging overtime

An employee must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under clause 32. Standby and "On Call").

## 21.4 Irregular shift work-merging overtime

Employees who:

- a) are required to work irregular shift work; and
- b) are being paid double time for the ordinary time they work in accordance with clause 41.12 contained in Schedule A of this Agreement; and
- c) work overtime which merges with the finishing time of the shift they are working

must be paid at the rate of double time for that overtime.

## **21.5 10 and 8 hour breaks**

Employees, who work periods of overtime, are entitled to:

- a) a break of 10 consecutive hours when period(s) of overtime and associated travelling time aggregate to 4 or more hours; or
- b) a break of 8 consecutive hours if the period of overtime and associated travelling time is less than four hours and they return to their place of residence after 11.00pm.

The breaks commence from the time of return to their normal place of residence.

## **21.6 Directed to resume work without a 10 or 8 hour break**

Where a team leader directs an employee to resume or continue work without a 10 or 8 hour break, TransGrid must pay them double time until released from duty. They must then be absent until they have had a 10 or 8 hour break.

- a) Employees must be paid at ordinary rates for any working time which occurs during a 10 or 8 hour break.
- b) If employees are required to continue to work during part of the period they would normally stand down TransGrid must pay these employees for the period of stand down not taken at overtime rates.
- c) Employees who have returned home after working overtime during a rostered break are entitled to the 10 or 8 hour break provision in respect of the period before commencement of the next ordinary shift.

## **21.7 Time off between shifts**

The rest period off duty must not be less than 8 consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

## **21.8 Shift workers called out - not on standby**

Shift workers must be paid double time for any overtime worked if they:

- a) have completed their ordinary shift and returned home; and
- b) are notified after leaving their place of work that they are required to work overtime; and
- c) start the overtime 2 hours or more before the starting time of their next ordinary shift; and
- d) continue to work up to the starting time of that shift.

If the overtime finishes before the next ordinary shift starts, the shift workers are to be paid double time for the overtime worked, with a minimum payment equal to 4 hours at the appropriate overtime rate.

If the overtime commences less than two hours before the commencing time of the next rostered shift, such overtime will be paid at the appropriate overtime rate, provided that the overtime worked merges with the commencing time of the next rostered shift.

If the overtime finishes before the next ordinary shift starts the shift workers are to be paid at the appropriate overtime rate for the time worked, with a minimum payment equal to four hours at the appropriate overtime rate.

## **21.9 Notified of overtime before leaving work**

Shift workers must be paid at the appropriate overtime rate for any overtime worked if they:

- a) are notified before leaving their place of work; and

- b) commence a period of overtime which does not merge with their current ordinary shift; and
- c) continue to work up to the starting time of their next ordinary shift.

If the overtime finishes before the next ordinary shift starts, shift workers are to be paid at the appropriate overtime rate for the time worked with a minimum payment equal to four hours at the appropriate overtime rate.

## 21.10 Twelve hour maximum

If shift workers have to work overtime for 4 or more days due to a temporary shortage of trained staff, TransGrid may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.

## 21.11 When overtime is not paid

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.

## 21.12 Meal Allowances on Overtime

Employees must be paid applicable Australian Tax Office allowances for meals. Currently as follows:

<b>(a) Day workers</b>		
<b>Time</b>	<b>Amount of Continuous Overtime</b>	<b>Allowance</b>
Monday to Friday	1 hour 30 minutes	\$29.40
	5 hours	\$58.80
	9 hours	\$88.20
Non-working days	4 or more hours (during hours usually worked Monday to Friday)	\$29.40
	1 hour 30 minutes before or after ordinary hours	\$29.40
		\$58.80
	5 hours before or after ordinary hours	\$88.20
	9 hours before or after ordinary hours	
<b>Shift workers</b>		
<b>Type of Overtime</b>	<b>Amount of Continuous Overtime</b>	<b>Allowance</b>
Additional to rostered shift	1 hour 30 minutes	\$29.40
	5 hours	\$58.80
	9 hours	\$88.20
Worked on rostered day off	4 or more hours (during hours worked last rostered shift)	\$29.40
	1 hour 30 minutes before or	\$29.40

after ordinary hours	
5 hours before or after ordinary hours	\$58.80
9 hours before or after ordinary hours	\$88.20

- a) an employee is not entitled to more than three meal allowances for any one period of continuous overtime.
- b) employees must be paid a meal allowance of \$27.70 if they have prepared a meal in readiness for working overtime which was cancelled at short notice.

## 22. Meal Breaks - Day Work

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

Employees may take meal breaks as they fall due or at some other time by arrangement with the supervisor. However, employees must not go without a meal break for more than 5 hours unless there is an emergency.

### 22.1 Disrupted meal breaks

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.

### 22.2 Overtime- Monday to Friday

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) leave as after 1 hour 30 minutes - a meal break of 20 minutes
- b) after 4 hours - a second meal break of 20 minutes but only if the employees continue the overtime for at least another hour
- c) after 8 hours - a third meal break of 20 minutes but only if the employees continue the overtime for at least another hour.

The meal break must be paid at the appropriate overtime rate.

Employees may take the first meal break:

- a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
- b) at the commencement of the overtime or later by arrangement with the supervisor, if the period of continuous overtime begins after the ordinary finishing time.

### 22.3 Overtime Saturday, Sunday or public holiday

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 4 continuous hours; and/or

- b) meal breaks with pay as set out in 22.2.

## **22.4 Overtime meal breaks count**

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.

## **22.5 Overtime – extension of meal breaks**

Employees may extend meal breaks during overtime up to one hour if the supervisor agrees. The time in excess of 20 minutes is not paid.

# **23. Higher Grade Work and Pay**

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## **23.1 Obligation to work in a higher grade**

Employees must carry out work at a higher grade as directed and must be paid in accordance with the provisions of this Clause.

Employees will not be compelled to work in a higher grade, should they object to such work, if it is not reasonable or practicable for them to do so.

## **23.2 Payment for higher grade work**

Employees who are directed to carry out any duties of a higher grade which are not recognised within the scope of their normal classification shall be paid the appropriate higher rate provided they carry out the duties for a minimum of 3 consecutive work days.

These employees must receive the salary specified of an employee performing the particular class of work, but no greater than five (5) salary points.

Any long term appointments will be reviewed as needed

## **23.3 Payment for Leave, Sick Leave etc**

Employees must be paid higher grade pay during annual leave, paid sick leave, or periods of absence on accident pay if they have been paid the higher grade pay:

- a) for a continuous period of three calendar months immediately before the leave; or
- b) for broken periods which total more than six months, during the 12 calendar months immediately before the leave is taken.

No payments will be made under this Clause to employees on long service leave or for payments for long service leave or retiring allowance.

Absences on personal leave, sick leave, or accident pay, or the carrying out of lower graded work, that total not more than 5 working days or shifts during the three months continuous period in are not considered to break the continuity of the higher grade work.

If employees qualify for higher grade pay for periods in accordance with 23.4, those periods must be taken as having been spent on higher grade duties in calculating the rate applicable for continued higher grade duty or for absences on annual leave, sick leave or accident pay.

## **23.4 Public holidays**

Employees must only be paid the higher grade rate for any public holiday which is worked.

Public holidays occurring during a period of work for which the employee is receiving higher grade pay, will be paid at the employee's regular rate if they observe the public holiday i.e. do not attend work on the public holiday.

## 23.5 Overtime

Employees who are being paid a higher grade rate must be paid for overtime at that rate if:

- a) they have to work outside their ordinary hours in their appointed grade, or in their acting position, or in a grade between their appointed grade and their acting grade; and
- b) they have been carrying out the higher grade duties continuously for a period of one or more working days or shifts immediately before the overtime.

Employees are paid for overtime in their appointed grade at their appointed rate of pay if the overtime:

- a) is performed between payment of the higher grade pay ceasing and payment at the appointed grade beginning; and
- b) is not continuous with work for which higher grade pay is paid.

## 23.6 Lower graded work

Employees must carry out lower graded work that is temporarily required as directed; and be paid not less than their current salary point.

## 23.7 Training in higher grade

Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:

- a) the appointed occupant of the position remains on duty and retains the responsibilities of the position; and
- b) the periods of training do not exceed a continuous period of three months.

# 24. Clothing and Tools

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## 24.1 Basis of issue

TransGrid must issue clothing or other articles if it considers them necessary for:

- a) protection from injury
- b) protection in wet or hot places
- c) protection against materials which destroy or damage ordinary clothing
- d) protection from weather
- e) identification when dealing with the public.

TransGrid may issue tools at its discretion. The employee must wear any clothing or use any tools or articles issued only in the course of duty; and for the purpose for which they are issued.

## 24.2 Issue and Replacement

TransGrid must issue and replace clothing and tools:

- a) in accordance with the requirements of the Work Health and Safety Act 2011 , and other relevant legislation; or
- b) if the item is unsuitable for the purposes for which it was issued; or
- c) if the item is lost and the loss is accounted for satisfactorily.

An employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence.



## 24.3 Responsibility

Employees are responsible for:

- a) the proper care of any clothing or other article issued; and
- b) the laundering of clothing issued to them unless they are:
  - i. engaged in or exposed to the spraying of lead and/or silica paint
  - ii. handling or exposed to PCB's, asbestos or synthetic fibres or have their clothing substantially soiled by transformer oil
  - iii. exempted by TransGrid.

## 24.4 Disposable Clothing

Disposable overalls may be supplied by TransGrid when using materials in 24.3 (b) (i) and (ii).

## 24.5 Wet weather Clothing

An employee must return upon request any wet weather clothing which is not issued permanently.

# 25. Annual Leave

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## 25.1 Amount of leave

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Annual Leave accrues at the rate of:

- (a) Day Workers – 140 hours per year
- (b) Shift workers on 7 day rotating roster – 175 hours per year
- (c) Shift workers on other than 7 day rotating roster – 140 hours per year.

140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the *Fair Work Act, 2009*.

## 25.2 Public holidays falling within a period of leave

Annual leave does not include public holidays.

## 25.3 Rate of pay

Annual leave is paid as follows:

- a) Day worker - full pay
- b) Shift worker – in accordance with clause 19– Shift Work Averaged Salaries

## 25.4 When can leave be taken?

By mutual agreement, an employee may take annual leave in 1, 2 or 3 separate periods:

- a) on or after its due date or as rostered; or
- b) before its due date if approved:
  - a) where a rotating annual leave roster operates;
  - b) where there are special circumstances.

- c) Annual leave taken to comply with Clause 37 Christmas Period Shutdown will not be included within the separate periods listed above.

## **25.5 Use of annual leave for family care purposes**

When an employee takes annual leave for family care reasons an employee may elect with the consent of the employer 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.

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

The number of "separate periods" may then be increased in addition to the 1, 2, or 3 separate periods in 25.4 above.

## **25.6 Termination**

If an employee or TransGrid terminates his or her services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. TransGrid may subtract the amount of overpayment from any money payable to the employee on his or her termination without affecting its rights to recover the overpayment through court proceedings.

## **25.7 Notice of leave**

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 TransGrid agrees that extenuating circumstances exist; annual leave may be approved at shorter notice.

## **25.8 Leave on terminating service**

If the service of an employee is terminated for any reason TransGrid must pay the employee or 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.

*Note: payment shall not be less than employee's entitlement under the National Employment Standards.*

## **25.9 Maximum Annual Leave Accrual**

In deferring annual leave, an employee may not accumulate a balance in excess of 1.5 x 12 month entitlement. For the purpose of managing maximum annual leave accrual leave limits are based on the employee's annual leave entitlement and not pro rata accrual.

Employees may be exempt from the above where they are genuinely accumulating annual leave for a special purpose and their Manager has provided written approval. Managers are not to unreasonably withhold approval for the exemption. However where this exemption is granted an employee's maximum annual leave accrual is not to exceed 10 weeks and must be taken at the time agreed.

Managers/Team Leaders are to ensure employees do not exceed the maximum entitlement. Employees who are in excess of this entitlement and not subject to an exemption may be directed to take annual leave. In directing an employee to take such leave the Manager will take into account the needs of the business and any reasonable requests from the employee as to the leave period.

## **25.10 Cashing out of Annual Leave**

- a) An employee may request for a portion of their accrued annual leave to be cashed out.

TransGrid must only agree to the request if:

- i. the cashing out does not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
  - ii. Where Employee Relations in consultation with the employee's immediate supervisor reasonably believes that the cashing out is in the employee's best interests, having specific regard to:
    - a. Other paid leave that the employee is entitled to, such as long service leave
    - b. The employee's leave history and booked leave
    - c. Occupational health and safety and the employee's need for rest and recreation
    - d. The employee's pattern of work, including overtime worked, rostered days off taken, and any part-time working arrangement
    - e. Any reasons that the employee gives for their request
- b) (Upon approval of a request to cash out of a particular amount of paid annual leave this arrangement must be recorded by a separate agreement in writing between TransGrid (Human Resources/Employee Relations) and the employee
  - c) The employee must be paid at least the full agreed amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
  - d) An employee may only apply to cash out annual leave once in an annual period with a minimum amount requested to be 1 week of leave.

## 26. Long Service Leave

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### 26.1 Service calculation

In calculating how much long service leave an employee is entitled to, TransGrid must include:

- a) actual service with TransGrid
- b) periods of annual and long service leave
- c) periods of sick leave with or without pay
- d) periods of approved leave with pay
- e) periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts
- f) periods of approved leave without pay exceeding 20 consecutive working days or equivalent hours of shifts which have been specifically authorised to be counted as service
- g) periods of absence for which workers' compensation payments are made
- h) periods of service as an employee on probation
- i) periods specified for certain employees under the Transferred Officers Extended Leave Act, 1961, as amended
- j) periods of service with another employer where an agreement has been reached between TransGrid and that employer

- k) in the case of an employee transferred from Pacific Power those periods served with an employer immediately before transferring to Pacific Power which counted towards long service entitlements if the employee transferred in accordance with the provisions of Division I of Part VI of the Electricity (Pacific Power) Act, 1950, as amended or the Electricity Commission (Balmain Electric Light Company Purchase) Act, 1950, or other relevant Acts
- l) in the case of an employee whose service with TransGrid was terminated by resignation or by discharge and who was re-employed, the previous period of service. By definition discharge means discharge as a consequence of retrenchment, re-organisation or shortage of work or any reason except dismissal or retirement on account of ill-health
- m) in the case of an employee whose service with TransGrid was terminated by dismissal and who was re-employed and whose current period of service exceeds five years, the previous period of service.
- n) 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.

## 26.2 Accrual

Long service leave accrues as follows:

Length of Service	Amount of Leave
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 Act, 1955* as amended.

Transferred employees with periods of service listed in 26.1 (j) and (k) 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 TransGrid.

The entitlement for length of service in between any of the periods listed in 26.2 is worked out on a proportional basis.

## 26.3 Payment

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 TransGrid payment of the value of the long service leave is based on completed weeks of service.

## 26.4 Taking leave

Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience TransGrid then it must be postponed to a time on which both the employee and TransGrid can agree.

## 26.5 An employee may take long service leave:

- a) on full pay in periods of four weeks or more; or with the agreement of TransGrid in periods of not less than two weeks; or
- b) on half pay only at a time suitable to TransGrid and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.
- c) Employees must give TransGrid at least one month's notice before the date they intend to take long service leave.

## 26.6 Public holidays during leave

Long service leave does not include public holidays.

## 26.7 On leaving between 5 and 10 years

If an employee has completed at least 5 years' service as an adult (as defined in the *Long Service Leave {Amendment} Act, 1963*), 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) TransGrid terminates the service of the employee for any reason other than the employee's serious and wilful misconduct; or
- b) the employee ceases work because of illness, incapacity or domestic or other pressing necessity; or
- c) the employee dies.

TransGrid must pay the employee (or the legal representative in the case of death) a cash amount equivalent to the leave.

## 26.8 After 10 years

If an employee has completed on the termination of employment at least 10 years' service which entitles the employee to long service leave, then TransGrid must pay the employee (or the legal representative in the case of death) a cash amount equivalent to any untaken leave.

# 27. Sick Leave and Accident Pay

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Employees may be granted sick leave, either with or without pay, when they are absent from work because:

- a) they are personally ill or injured; or
- 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 27.13 (b) to 27.18.

## 27.1 Care for dependents

Employees may be granted sick leave with pay to care for or support any dependent child or another immediate family member who is in need of care or support. The provisions of clause 27. Leave for Family Care apply.

## 27.2 When will sick leave not be granted?

Employees will not be granted sick leave for any period that they are also in receipt of a workers' compensation payment.

## 27.3 Amount of sick leave

The amount of sick leave with pay which may be granted will be ascertained by crediting each employee with the following periods:

Length of Service	Leave on full pay hours
Upon completion of three months service	126
Upon completion of twelve months service	126
Upon completion of each additional twelve months service	126

These periods are inclusive of the NES entitlement or any other entitlements provided by law and are cumulative.

#### 27.4 Calculation of entitlements

When calculating the amount of sick leave with pay for which employees are eligible, sick leave which has been granted at full pay will be deducted from the entitlements in clause 27.3.

#### 27.5 Calculation of an employee's entitlement

For each employee, the number of days for which paid sick leave has already been granted is calculated by the formula:

*Total hours paid sick leave taken x 5, divided by the employee's ordinary weekly working hours.*

#### 27.6 Maximum period of leave

The maximum period of continuous paid sick leave is ordinarily 52 weeks. TransGrid may approve additional sick leave with pay if:

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

#### 27.7 Leave to count as service

Any period of sick leave, with or without pay, or leave on accident pay that TransGrid approves, counts as service.

#### 27.8 Retirement – ill-health

TransGrid may retire employees on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. TransGrid's Occupational Physician and/or other medical practitioner, as agreed to by TransGrid, must issue a certificate to this effect.

#### 27.9 Retirement and sick leave

If TransGrid decides to retire an employee because of ill-health either:

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

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

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

## **27.10 Sickness during long service leave and annual leave**

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 5 consecutive working days in the case of long service leave.

## **27.11 Public holidays during sick leave**

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.

Shift workers may elect to be paid at single time in substitution for sick leave if they:

- a) do not work a shift for which they are rostered on a public holiday because of personal illness or injury; and
- b) comply with the provisions relating to the granting of sick leave; and
- c) notify TransGrid of the impending absence before the shift begins; and
- d) submit an acceptable medical certificate in accordance with 27.15 to 27.16.

Shift workers who make this election will not have deductions made from their sick leave entitlements.

## **27.12 Infectious diseases**

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.

## **27.13 Accident Pay**

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

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

- a) have workers' compensation approved; and
- b) comply with clause 27.13 (b) to 27.18.

However, where special circumstances exist, TransGrid may discontinue accident pay at any time after receipt of such payment for a period of twenty-six weeks.

## **27.14 Regulations**

Employees must claim sick leave or accident pay on the appropriate forms or systems.

## **27.15 Medical examination**

If required by TransGrid, employees must be examined by TransGrid's Occupational Physician as soon as they are physically able.



## 27.16 Absence of more than 3 days

Employees must provide evidence from a medical practitioner or other agreed professional practitioner to cover periods of absence exceeding three working days which are consecutive days;

A statutory declaration may be provided for periods of absence of 3 days or less

For all periods of absence for which an employee claims accident pay they must submit a certificate from TransGrid's Occupational Physician or another medical practitioner.

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:

- c) the name and address of the medical practitioner
- d) the date of the consultation; and
- e) the reasons for not obtaining a certificate.

If TransGrid's Occupational Physician certifies an employee as unfit for work, the employee must obtain a medical certificate from another medical practitioner when required by TransGrid's Occupational Physician.

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.

## 27.17 Absences of three days or less

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.

## 27.18 Disputed Medical Certificate

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

TransGrid 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.

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

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 4 weeks they are in hospital.



## 28. Leave for Family Care

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To provide care and support for persons who are ill and in need of an employee's personal care, or who will require care due to an unexpected emergency.

### 28.1 Types of Leave

An employee may apply for:

- a) sick leave with pay, or
- b) annual leave; or
- c) personal leave without pay.

When applying for family care, employees shall if required provide evidence from medical practitioner or other agreed professional practitioner (or statutory declaration where less than 3 days) in relation to the illness of the person in need of their personal care.

**Note:** *The taking of leave for family care applies in addition to the accrual of flexi days, rostered days off or special days off to attend to family related matters.*

### 28.2 Eligibility

To be eligible to take leave for family care, the employee must be personally responsible for the care or support of the person who is ill. The person who is ill must be a member of the employee's household or an immediate family member. For the purposes of this clause:

- a) "immediate family" means a spouse, child, parent, grandparent, grandchild or sibling of the employee
- b) "spouse" includes a de facto spouse, former spouse, or former de facto spouse
- c) "child" includes a step-child, adopted child or an adult child
- d) the immediate family members of an employee's spouse are taken to also be the employee's immediate family members; and
- e) If, under this clause, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person (i.e. in the case of stepfamilies).

In the event of an employee's spouse becoming ill, leave for family care may also be approved to care for or support the employee's children

- a) where no other carer is available; or
- b) until alternative arrangements are made.

### 28.3 Notify early

Additionally if practicable, the employee must give to TransGrid:

- a) notice prior to the absence of the intention to take leave; and
- b) the name of the person requiring care; and
- c) their relationship to the employee; and
- d) the reasons for taking such leave; and
- e) the estimated period of absence.

If it is not practicable for the employee to give prior notice of absence the employee shall notify TransGrid by telephone of such absence at the first opportunity on the day of absence.

## **28.4 Use of Sick Leave**

An employee may apply for sick leave with pay when sufficient sick leave exists to cover the requested period of absence.

## **28.5 Use of Annual Leave**

Employees may apply for annual leave:

- a) when they have an annual leave credit to cover the requested period of absence; and
- b) for periods not exceeding ten days in single day periods, or part thereof, in any calendar year, at a time(s) agreed to by local management. The number of "separate periods" of annual leave may be increased beyond the 1, 2 or 3 separate periods shown in 25. Annual Leave.

## **28.6 Use of personal leave without pay**

An employee may apply for personal leave without pay.

## **28.7 Make-up time**

Employees on day work may, with the approval of TransGrid, work "make-up" time under which they:

- a) take time-off during ordinary hours; and
- b) work those hours at a later time during the spread of ordinary hours.

Employees on shift work may, with the approval of TransGrid, work "make-up" time under which they:

- a) take time-off during ordinary hours; and
- b) work those hours at a later time at the shift work rate applicable to the hours taken off.

## **28.8 Time off for additional time worked**

Employees may, with the approval of TransGrid, take time-off in lieu of payment for overtime. Such time-off must be:

- a) taken at a time(s) agreed to by local management; and
- b) taken at the ordinary time rate (i.e. an hour off for each hour worked).

# **29. Community Leave**

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## **29.1 Jury service**

Employees are entitled to be absent from work with pay in order to perform jury service.

The amount paid to an employee will be reduced by the jury service payment which the employee is entitled from the court for their attendance.

An employee must provide evidence of their jury service provided by the Sheriff's Office.

## **29.2 Voluntary emergency management activities**

An employee is entitled to be absent from work with pay to undertake voluntary emergency management activities if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- b) the employee engages in the activity on a voluntary basis; and

- c) the employee is a member of a recognised emergency body such as a fire-fighting, civil defence or rescue body; and either:
  - a) is requested by or on behalf of the body to engage in the activity; or
  - b) it is reasonable to expect that a such a request would have been made if circumstances permitted; and
- d) the employee's absence is reasonable in all the circumstances.

An employee must provide evidence that the absence is because the employee has been or will be engaging in a voluntary emergency management activity.

### 29.3 Military Leave

An employee is entitled to be absent from work with pay for those employees who are volunteers in the part-time Reserve Force activities with the Australian Army, Navy or Air Force. An Official Reserve Forces Notification and a Certificate of Attendance needs to be attached to the application for Military Leave.

### 29.4 Entitlement

Reserve	Reason for Leave	Maximum leave/Financial Year
Naval	Annual Training Class/school or course	24 working days combined
Army	Annual Training class/school or course	24 working days combined
Air Force	Annual Training Class/school or course	28 working days combined
Applicant	Medical Examinations Test required for admission	1 day 1 day

An additional four calendar days may be granted if the employee's Commanding Officer certifies, in writing, the necessity for that person to attend further compulsory training, class/school or course, for which they will be paid top up pay which is the difference between their ordinary and Reservist pay.

Entitlements may be amended from time in accordance with government recommendations or to meet legislative obligations.

### 29.5 Donating Whole Blood

Leave with pay for reasonable time lost up to a maximum of a half a day for the purposes of donating whole blood to the Australian Red Cross Blood Service.

### 29.6 Donating Blood Products

For the donation of blood products (e.g. plasma, platelets) to the Australian Red Cross Blood Service employees will be provided leave with pay up to a maximum of 35 hours per calendar year for reasonable time lost.

Where an employee exhausts the entitlement local work place flexibility may be utilised to facilitate further donations.

## 29.7 Stem Cell/Bone Marrow

Employees who are listed on the Australian Bone Marrow Donor Registry and who are called upon to donate Stem Cells and/or Bone Marrow may be granted up to five days leave with pay. A medical certificate from a registered medical practitioner covering the absence would need to be presented with the application for leave.

## 30. Bereavement / Compassionate Leave

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### 30.1 Entitlement

Full time and part time employees of TransGrid are entitled to 2 days paid bereavement/compassionate leave for each occasion when a member of the employee's immediate family or household as defined by clause 28.2 of this agreement:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies

### 30.2 Notify

The employee must notify TransGrid as soon as practicable of the intention to take bereavement/compassionate leave and will, if required by TransGrid, provide to the satisfaction of TransGrid proof of the illness, injury or death.

An employee shall not be entitled to bereavement/compassionate leave under this clause during any period in respect of which the employee has been granted other leave.

Bereavement/compassionate leave may be taken in conjunction with other leave available under this Agreement.

## 31. Leave for matters arising from Domestic Violence

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### 31.1 Definition

Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

### 31.2 Entitlement

Leave entitlements provided for in clause 27. Sick Leave and Accident Pay may be used by staff members experiencing domestic violence.

Where the leave entitlements referred to in subclause 31.2 are exhausted, TransGrid shall grant paid personal leave up to ten days per year to be used for absences from the workplace to attend to matters arising from domestic violence situations;

TransGrid will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;

Personal information concerning domestic violence will be kept confidential by TransGrid;

TransGrid, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## 32. Standby and "On Call"

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Employees who are required to be available for emergency and/or breakdown work at any time are required to remain in communication; and must be paid standby allowance.

These employees are termed "approved employees" and do not include those who have the allowance included in their salary by agreement between TransGrid and the relevant union(s).

Standby allowance is \$205.30 per week.

Where an individual employee is required to remain on standby for 14 or more days in a calendar month they are then eligible for one additional payment of the Standby allowance.

### 32.1 Standby work includes:

- restoring continuity of supply
- returning to safe and proper operating condition any plant or equipment that has broken down in service, or is likely to break down
- carrying out urgent maintenance work that if not carried out an interruption to supply may occur.

### 32.2 Work not included

Standby work does not include:

- a) overtime that was arranged before an employee's normal ceasing time; and/or
- b) work which does not involve an emergency or breakdown situation.

### 32.3 Public holidays

Employees required to be on standby on a public holiday have the option of either:

- a) having a day added to their accrued annual leave entitlement; or
- b) being paid an additional day's pay.

This payment is to be made in the week the public holiday falls.

### 32.4 Standby availability

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.

### 32.5 Professional Officers - "on call"

Professional Officers who are "on-call" must be paid an allowance of \$205.30 per week.

### 32.6 Payment of overtime worked when called out-day workers

"Approved" day workers who are called out and required to work overtime must be paid in accordance with 20. Overtime-Day Work. They must receive a minimum 3 hours pay.

### 32.7 Payment of overtime worked when called out-shift workers

"Approved" shift workers who are notified after leaving work must be paid in accordance with clause 20. Overtime - Shift Work if the overtime commences:

- a. two hours or more before the ordinary commencing time:
- 17 double time when the overtime merges with rostered commencing time
- 18 double time, with a minimum of three hours at single time, when the overtime does not merge with rostered commencing time
  - b. less than two hours before the ordinary commencing time, the appropriate rate provided for in 20. Overtime - Shift Work.
  - c. Additionally, in the case of non-merging overtime, the appropriate rate in 21. Overtime - Shift Work applies from the time of commencing overtime to the time of commencing the next rostered shift.

*Note 1: Standby and On Call allowances now incorporate what was previously termed Home Telephone Allowance; provided for under the Grid Standard Procedure GD ES G2 004 - Home Telephone Allowance and Reimbursement of Business Telephone Calls. The parties agree that no further claims or payments related to home telephone allowance will be made.*

## 33. Working Away from Headquarters

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### 33.1 Overnight absence from home

TransGrid employees will at times be required to work away from their appointed place of work at a temporary headquarters.

When employees are transferred to a temporary headquarters and the period of temporary transfer requires them to be absent from their usual place of residence overnight TransGrid will provide accommodation and meals in one of two ways reliant on work purpose.

Accommodation at all times must be safe, secure and reasonable for each employee to receive a suitable rest. Employees' temporary accommodation shall be as near as practicable to their temporary headquarters.

### 33.2 Employees to arrange

Employees will be required to arrange their own temporary accommodation when working away at temporary headquarters, and advise their immediate manager of the standard of accommodation. Where TransGrid is not reasonably satisfied that the accommodation meets the standard in Clause 33.1, it may require the employee to arrange alternative suitable accommodation.

TransGrid will pay The Australian Tax Office (ATO) Reasonable Allowance Amounts based on Table 1: Employee's annual salary - \$119,650 and below. This reasonable allowance amount will be at the ATO Rate as at the time of approval of this Agreement (TransGrid Employees Agreement 2016) and will remain at that rate for the duration of the agreement.

### 33.3 TransGrid to provide accommodation and meals

TransGrid may choose to provide actual accommodation and meals for support activities in the follow instances:

- a) Receiving training (excluding the delivery of training)
- b) Events that may include such activities as management approved union meetings, EBA meetings, team building, Safety days, and organisation wide events that may require temporary periods away from home.

- c) Team meetings, Welfare fund meetings.
- d) For each night's absence, employees will be paid an allowance of:
  - \$15.80 when interstate; or
  - \$12.70 when intrastate

Where meals are not provided as part of Clause 33.3 the applicable ATO rates will apply for meals will be applied and frozen for the life of the agreement.

### **33.4 Incidental expenses**

Employees will not be able to claim reimbursements for travel related incidental expenses unless the incidental expenditure exceeds \$19.35 the incidental component of the ATO rate as the time of FWC approval.

### **33.5 Requirement to work away**

No employee can unreasonably refuse a request to work away, provided they have been given reasonable notice. TransGrid will take into account each employee's family and community circumstance, as provided by the employee, when requesting workers to work away. The requirement that employees are to work at a temporary headquarters must be limited to a period of twenty six ordinary working weeks, including public holidays, at the temporary headquarters, and not be in a block greater than 21 days.

If TransGrid requires an extension, that extension is by agreement.

Continuity of the twenty six ordinary working weeks period shall not be considered to have been broken by periods of:

- a) annual and long service leave
- b) sick leave
- c) accident leave
- d) personal leave with or without pay
- e) Temporary transfers to other headquarters or return to own headquarters for periods not exceeding four continuous working weeks including public holidays.

### **33.6 Returning home after extended periods away**

TransGrid must allow employees who are away from headquarters for an extended period of time to return home:

- i. At a minimum after 21 days continuously accommodated away from home. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
- ii. more frequently if TransGrid considers it economical.

## **34. Travelling Time and Fares**

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Employees are required to travel to and from their usual place of residence and headquarters, once each ordinary working day or rostered shift. These trips are made at the employees' own expense.

### **34.1 Travelling – working at temporary headquarters & merging overtime**

Employees who are required to travel in association with:

- a) work at a temporary headquarters; and/or



- b) overtime which merges with ordinary working hours are entitled to be paid excess travelling time in accordance with 34.2 below.

## 34.2 Travelling time calculation

An employee's excess travelling time will be calculated by:

- a) deducting an agreed normal time from the agreed standard time of a journey; and
- b) paying the difference at appropriate overtime rates.

### Normal Time

Will be the time taken to travel the distance from an employee's usual place of residence to a point on a 5km radius from the employee's permanent headquarters based on a speed of 45kph.

### Standard Time

- a) Locations within Sydney or Newcastle Metropolitan Areas

Will be the reasonable distance travelled at a speed of 45kph.

- b) Other Locations

Will be established by agreement between local management and a local employee representative. (Where possible the times set out in the Roads and Traffic Authority's NSW Road Maps will be used.)

For locations on a transmission line, **standard times** will be established by:

- a) dividing the transmission line into a number of sections
- b) recording the time taken to reach the mid-point of each section
- c) using this as the standard time while working on this section.

If a journey takes substantially longer than the **standard time** established under (a) or (b) due to an accident or other exceptional circumstances, the employee may request and, upon acceptance of the reason, be paid for the additional time taken for the journey outside normal working hours.

When working away at temporary headquarters and being paid the sustenance rate the standard travelling time will not be deducted from the travel claim.

## 34.3 Travelling – when requested to work non- merging overtime after normal ceasing time

Employees, who are requested after their normal ceasing time to travel and to work non-merging overtime, are to be paid travelling time at the appropriate overtime rate from the time of leaving their usual place of residence to the time of their return.

## 34.4 Travelling – when requested to work non- merging overtime before normal ceasing time

Employees, who:

- a) are requested before their normal ceasing time to work non-merging overtime; and
- b) travel directly from their place of work to another location to work overtime, are to be paid travelling time at the appropriate overtime rate from the time of leaving their place of work to the time of return to their usual place of residence.

**Note:** Employees cannot claim for any time spent travelling during ordinary working hours or shifts.



### 34.5 Fares

- a) Employees who work at a temporary headquarters are entitled to be paid for excess fares based on \$0.74 per km for associated travel.
- b) employees who work overtime merging with ordinary working hours are entitled to be reimbursed for excess fares paid for associated travel
- c) employees who work overtime not merging with ordinary working hours are entitled to be paid for fares based on \$0.74 per km for associated travel.
- d) fares or excess fares are not payable when transport is provided by TransGrid
- e) when considered appropriate by local management taxis or hire cars may be used at TransGrid's expense.

### 34.6 Higher Grade

Travelling time in connection with work for which an employee is receiving higher grade pay must be paid at that higher grade rate.

### 34.7 Meal Allowances

Meal allowances are not paid in association with travelling time.

## 35. Dispute Procedure

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The objective of the dispute settlement procedure is to ensure:

- a) disputes are resolved at their source and at the lowest possible level;
- b) disputes are resolved in a timely manner;
- c) employees address the issue with their team leader/manager first;
- d) the dispute remains in the part of the organisation concerned without interference from employees not involved.

This dispute resolution process applies to all disputed matters in relation to:

- e) This Agreement
- f) The National Employment Standards.
- g) Disciplinary Action
- h) Workplace Safety
- i) Consultation as per clause 5 of this Agreement

### 35.1 Local Matters

In the first instance the parties must try to resolve the dispute through discussions at the local level between

- a) the employee/s and their immediate supervisor and/or local manager.
- b) Employees may request assistance from an employee representative during these discussions.

If unresolved at the local level, resolution is sought at a corporate level with involvement of the following:

- c) The employee/s affected and, where requested, their employee representatives

- d) Relevant senior manager/s and Human Resources/Employee Relations representatives.

## **35.2 Corporate Matters**

### **35.2.1 Claims**

Claims or issues may be raised by either employee/s, and, where requested, on their behalf by their relevant employee representatives; and TransGrid.

Resolution of the issues raised should include:

- a) Where relevant, utilisation of the Level 1 and Level 2 Committees
- b) Involvement and discussions with relevant member/s of TransGrid's Senior Management, Human Resources/Employee Relations and any other necessary resources.

If following the discussions set out above the dispute is still not resolved, either party may refer the dispute to Fair Work Commission.

### **35.2.2 Fair Work Commission**

The Fair Work Commission may deal with the dispute in 2 stages:

- a) Firstly, through mediation, conciliation, expressing an opinion or making a recommendation; and
- b) As a last resort, through arbitration or other binding determination.

The parties may agree that a person other than Fair Work Commission can deal with a dispute in accordance with the section 740 of the Act. In the absence of such agreement the dispute will be dealt with by Fair Work Commission.

TransGrid and the employee/s may choose to appoint another person, organisation or association to represent or support them during this process.

### **35.2.3 Work continuity**

While the dispute resolution process is taking place work must be performed in accordance with the reasonable direction of the employer. However in providing such direction TransGrid shall take into consideration the impact of any changes to ensure that they will not prejudice any final outcomes from the dispute process.

All work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform work.

## **36. Public Holidays and Picnic Day**

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### **36.1 Public holidays**

The following days are observed as public holidays:

- a) all proclaimed holidays observed throughout New South Wales
- b) Picnic Day.

### **36.2 Day worker entitlements**

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.

### 36.3 Shift worker entitlements

Shift workers are:

- a) paid for public holidays in accordance with clause 19. Shiftwork; and Schedule A of this Agreement.
- b) not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.

### 36.4 Public holidays during a period of absence

An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:

- a) approved leave without pay not exceeding 20 consecutive days or equivalent hours of shifts
- b) approved sick leave without pay.

### 36.5 Picnic Day

Picnic Day will be observed:

- a) on the first non-public holiday week day after 26 December (Boxing Day) each year; or
- b) on a working day to be determined mutually by local management and employees at each location.

The conditions for pay set out in clauses 36.2 to 36.4 apply to Picnic Day.

## 37. Christmas Period Shutdown

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During the period between 25th December and 1 January all TransGrid employees (except standby, on-call and shift workers) will be required to take any non-public holiday workdays as paid leave. This leave may be comprised of:

- a) Annual Leave
- b) Rostered Days off.
- c) Combination of (a) and (b) above

Relevant Public Holidays during this period are defined in Clause 36 of this Agreement. Annual Leave taken during this time will not be included towards the allowed periods of leave defined in Clause 25.4 of this Agreement.

## 38. Parental Leave

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### 38.1 Relevant Legislation

The following provisions shall also apply in addition to those set out in the *Fair Work Act 2009* (Cth) and the *Paid Parental Leave Act 2010* (Cth) as varied or replaced from time to time through legislative change.

The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by TransGrid from time to time.

## **38.2 Primary Carer Leave**

Employees who are eligible for Parental leave without pay shall be entitled to receive up to 14 weeks of paid leave (or 28 weeks at half pay) included in the 12 months approved at their ordinary rate of remuneration to assist the employee's ability to reconcile work and family responsibilities and to return to work within the maximum timeframe, if consented, in accordance with this agreement.

## **38.3 Other Parent Leave**

An employee covered by this Agreement who is not the primary carer shall be entitled to an unbroken period of up to 2 weeks paid leave (or 4 weeks at half pay) at the time of the birth of the child or other termination of the pregnancy, or at the time of placement in the case of an adoption.

## **38.4 Entitlement of Eligible Casual Employees to Unpaid parental leave**

TransGrid must not fail to re-engage a regular casual employee because:

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

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

## **38.5 Right to Request**

- i. Without limiting the NES, an employee entitled to parental leave may request TransGrid to allow the employee:
  - a. to extend the period of simultaneous unpaid parental leave use up to a maximum of 8 weeks;
  - b. to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - c. to return from a period of parental leave on a part-time basis until the child reaches school age.
- ii. An eligible employee who is a parent, or has responsibility for the care of a child may request TransGrid for a change in working arrangements to assist the employee to care for the child if the child:
  - a. is under school age; or
  - b. is under 18 and has a disability

Examples of changes in working arrangements that may be covered by this clause include changes in hours of work, changes in patterns of work and changes in location of work.

Eligible employees are full-time or part-time permanent employees who have completed at least 12 months of continuous service with TransGrid immediately before making the request, or casual employees who have been employed by TransGrid on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and who have a reasonable expectation of continuing employment by TransGrid on a regular and systematic basis.

## **38.6 TransGrid to Consider**

TransGrid shall consider a request made under clause 38.5 having regard to the employee's circumstances and may only refuse the request on reasonable business grounds. 'Reasonable business grounds' might include factors such as cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 38.7 Request and Decision in Writing

The employee's request and TransGrid's decision made under clauses 38.5 and 38.6 must be recorded in writing. If the employee's request is refused, the reasons for that refusal must also be given in writing.

Where an employee wishes to make a request under clause 38.5(a)(iii), such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.

Where an employee wishes to make a request under clause 38.5(a)(ii), such a request must be made no later than 4 weeks prior to the date upon which the employee is due to return to work from parental leave.

### 38.8 Communication During Parental Leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- a) 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
- b) 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.

The employee shall take reasonable steps to inform the employer 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.

The employee shall also notify the employer of changes of address or other contact details, which might affect the employer's capacity to comply with the provision of this agreement.

### 38.9 Pre-adoption Leave

An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days unpaid pre-adoption leave.

An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

- a) single continuous period of up to 2 days; or
- b) any separate periods to which the employee and manager agree.

### 38.10 Paid Parental Leave for Adopting Parents

Without limiting the NES, an employee covered by this agreement will be provided with paid adoption leave consistent with the parental leave provisions contained within this agreement in relation to the placement of a child under school age.

## 39. Miscellaneous

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### 39.1 Union Delegates Charter

TransGrid shall be able to:

- a) Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.

- b) Be given reasonable notice by Delegates that they intend to carry out their Union duties.
- c) Expect that Union Delegates in carrying out their union duties will not unduly disrupt the work of the organisation or other employees (members and non-members).
- d) Expect that Union Delegates will carry out their Union duties in an appropriate manner and follow acceptable levels of behaviour in accordance with the organisation's values and policies.
- e) Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.
- f) Be notified as soon as possible by an authorised Union Official of all Union Delegates elected/appointed (as per the appropriate Union rules)

Union Delegates shall be able to:

- a) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- b) After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
- c) Have access to Union officials as required within operational hours and on business premises as required for the purposes of Union business.
- d) Be able to represent employees or request a Union official to represent the employee.
- e) To negotiate with management together with other union delegates on behalf of all or part of the members on any matters in accord with Union policy affecting the employment of members who work in TransGrid
- f) Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from TransGrid.
- g) Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- h) Union Delegates will be provided with appropriate access to facilities or resources to allow them to carry out their union activities or responsibilities.
- i) Attend meetings and training held by the Union in which they hold office without loss of any rights or pay following formal notification to TransGrid from the relevant authorised union officer and approval from Workplace Relations and their relevant Manager.

Leave granted for this purpose shall be accessed through relevant trade union training leave provisions.

Attendance at such training or meetings shall not be unreasonably withheld.

Have all agreements and arrangements negotiated with TransGrid set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.

- j) Place notices on defined union notice boards.

The Union Delegates Charter applies to TransGrid employee's nominated by their respective Union as a delegate. It does not provide Union Organisers with entitlements contrary to The Fair Work Act (2009) provisions regarding Right of Entry.

## 39.2 Union Fees

### Deduction of Union Membership Fees

- a) TransGrid shall deduct union weekly membership fees from the pay of any employee who is a member of a union, provided that the employee has authorised TransGrid to make such deductions.
- b) The relevant union shall provide TransGrid with a schedule setting out union weekly membership fees payable by its members and shall advise TransGrid of any change to the amount of weekly membership fees at least one month in advance of any such change taking effect.
- c) Union membership fees deducted from employee's pays and any information required by the union to reconcile and credit subscriptions to employees' union membership accounts shall be forwarded to the union on a weekly basis, unless other arrangements are agreed to by TransGrid and the union.

## 39.3 Professional/compulsory fees

Employees, who are required by legislation:

- i. to be members of a professional body or registered Authority;
- ii. or to pay other compulsory fees

in order to carry out the duties and functions of their positions, will have such fees paid or reimbursed by TransGrid.

The compulsory fees referred to in (b) above do not include those associated with basic trade or tertiary qualifications.

## 39.4 Power Workers responsible for a work team

Power Workers, who are required to be responsible for a work team, are to be paid an additional Salary Point for the period they are responsible for that team. This provision does not apply to Tradespersons (A/C).

## 39.5 Employee Training and Development

TransGrid encourages employees to develop their skills and pursue their career aspirations within the organisation. Employee Development Plans are to be offered to all employees to assist employee progression within their current role as well as to aid in potential progression to other roles within TransGrid.

## 40. Signatures of Bargaining Representatives

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### **Representative**

### **Date**

Name:

Explanation of Authority:

Date:

Signature:

---

CFMEU Northern Mining and NSW Energy District.

Name:

Explanation of Authority:

Date:

Signature:

---

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical, Energy and Services Division - New South Wales Divisional Branch (CEPU)

Name:

Explanation of Authority:

Date:

Signature:

---

Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch (USU/ASU)

Name:

Date:

Explanation of Authority:

Signature:

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CPSU, Community and Public Sector Union (CPSU)



#### 40. Signatures of Bargaining Representatives

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**Representative**

**Date**

Name:

Explanation of Authority:

Date:

Signature:

CFMEU Northern Mining and NSW Energy District.

Name:

Explanation of Authority:

Date:

Signature:

Communications, Electrical, Electronic, Energy,  
Information, Postal, Plumbing and Allied Services Union of  
Australia - Electrical, Energy and Services Division - New  
South Wales Divisional Branch (CEPU)

Name: Dave McKinley

Explanation of Authority: Secretary

Date: 14 December 2017

U5, 370 Pitt Street, Sydney NSW 2000

Signature:

Australian Municipal, Administrative, Clerical and Services  
Union New South Wales United Services Branch  
(USU/ASU)

Name:

Date:

Explanation of Authority:

Signature:

CPSU, Community and Public Sector Union (CPSU)

## 40. Signatures of Bargaining Representatives

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### Representative

### Date

Name:

Explanation of Authority:

Date:

Signature:

---

CFMEU Northern Mining and NSW Energy District.

Name:

Explanation of Authority:

Date:

Signature:

---

Communications, Electrical, Electronic, Energy,  
Information, Postal, Plumbing and Allied Services Union of  
Australia - Electrical, Energy and Services Division - New  
South Wales Divisional Branch (CEPU)

Name:

Explanation of Authority:

Date:

Signature:

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Australian Municipal, Administrative, Clerical and Services  
Union New South Wales United Services Branch  
(USU/ASU)

Name:

*Stewart Little*

Explanation of Authority:

*NSW Branch Secretary*

Date: *14.12.17*

Signature:

*[Handwritten Signature]*

*160 Clarence Street  
Sydney NSW 2000*

CPSU, Community and Public Sector Union (CPSU)

Name:

Explanation of Authority:

Date:

Signature:

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The Association of Professional Engineers, Scientists and  
Managers, Australia, the New South Wales Branch.

Name: Peter Harkness

Explanation of Authority:

Date: 14.12.2017

A/ Head of People and Culture

Address: Level 1, 180 Thomas Street Haymarket 2000

Signature:



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TransGrid

Name:

Explanation of Authority:

Date:

Signature:

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Name:

Explanation of Authority:

Date:

Signature:

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## 41. Schedule A: Salary Packaging – Shift Work

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Averaged Salary under clause 18 of the TransGrid Employee Agreement 2016 is calculated on the following shift work provisions, which were previously contained within clause 19, of the TransGrid Employees Award 2002. This schedule outlines the general rules governing shift work arrangements in TransGrid.

### 41.1 Shift Work

#### 41.1.1 Types of shift

There are 2 types of shift work:

- a) Regular - in which an employee works a roster with a 1, 2, or 3 shift system which continues for 3 or more months; and
- b) Irregular - in which an employee works a roster with a 1, 2 or 3 shift system which continues for less than 3 months.

Both types of shift work may be worked:

Monday to Friday inclusive; or

Monday to Saturday inclusive; or

Monday to Sunday inclusive.

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

#### 41.1.2 Ordinary hours

The ordinary hours of work 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.

- a) These ordinary hours must be worked during the hours for which the employees are rostered for duty.
- b) 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 20. Overtime - Shift Work for rates.)

#### 41.1.3 Shift Allowance

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.

TransGrid will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

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

- Early morning* - the greater of 10% of single time for the shift and \$8.30
- Afternoon* - the greater of 20% of single time and \$30.30
- Night* - the greater of 20% of single time and \$30.30.

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

Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in 20. Overtime - Day Work

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 41.2.1

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

## 41.2 Shift Penalty

### 41.2.1 Public holidays

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

### 41.2.2 Other than public holidays

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.

## 41.3 Only one rate to apply

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

## 41.4 Roster Loading

### 41.4.1 Roster loading

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

- a) the variety of starting and finishing times

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

#### 41.4.2 Roster loading- rates

The roster loading for ordinary hours actually worked is:

- a) 4.35% of salary for:
  - employees on 7 day continuous shift work rosters
  - employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
  - employees rostered to work continuous afternoon or night shifts
  - employees working day shift only including a shift on Sundays.
- b) 2.12% of salary for:
  - 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
  - employees working day shift only on Monday to Saturday.

#### 41.4.3 Roster loading – different grade duties

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

Roster loading is not payable to employees, who are engaged on irregular shift work, i.e. in respect of a roster which does not continue for more than one month and which attracts overtime penalty rates.

#### Roster loading – during training

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 5 consecutive working days; or
- b) the new shift roster if the period of training continues for 5 or more consecutive working days.

Day workers required to transfer to a shift roster to undergo training must be paid the roster loading appropriate to the shift roster if the period of training continues for at least 5 consecutive working days.

### 41.5 General

#### 41.5.1 Payment while at training school

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 operator 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.

## **41.6 Public holidays**

Shift workers 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 8 hours added to their annual leave entitlement for each public holiday prescribed in 36. Public Holidays and Picnic Day. If higher grade pay is involved, the provisions of 23.4 apply.

### **41.6.1 Not required to work on a public holiday**

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.

### **41.6.2 Shift worker on a five day shift a five day shift - public holidays**

Shift workers, who are on a five day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.

## **41.7 Mutual stand down**

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.

## **41.8 Shift work day**

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.

## **41.9 Time of transfer**

When employees are transferring from one system of work to another (including a transfer from one system of shift work to another system of shift work), they are:

- a) entitled to all the conditions of the current system of working until they actually begin working in the new system; and
- b) considered to have been transferred only from the time they begin to work in the new system.

## **41.10 Ten hour Break**

Shift workers are entitled to a break of at least 10 consecutive hours between finishing shift work and commencing day work.

#### **41.11 Day workers relieving on regular shift work**

Day workers who are required to relieve temporarily on regular shift work must be paid:

- a) at the rate of time and one half when the ordinary commencing time of the first relief shift is less than eight hours after the employee's actual finishing time under day work conditions
- b) at a rate of time and three quarters when:
  - i. the shift is on a Saturday; and
  - ii. when the employees have not had an eight hour break after actual finishing time under day work provisions.

If eight hours or more elapse the first and all subsequent shifts shall come under ordinary shift work conditions and the employees shall be considered to be employed on regular shift work.

However, employees must be paid at the rate of time and one quarter for any such shifts where 48 hours' notice prior to commencement is not given.

#### **41.12 Day workers on irregular shift work**

Day workers required to work relieving temporarily on irregular shift must be paid for the ordinary hours worked on that roster: work,

- a) overtime rates for day workers if the shift work lasts for 2 weeks or less; or
- b) if it lasts for more than 2 weeks and less than 4, overtime rates for ordinary hours worked in shifts, for the first 2 weeks, and time and one half for ordinary hours worked in shifts for the next 2 weeks.

#### **41.13 Change of roster or shift**

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.

#### **41.14 Notice after absence from duty**

Shift workers must advise the person responsible for their work team at least 8 hours beforehand when they intend to report for duty after being absent from duty.

The person responsible for their work team may send them home if they do not do so.

They are not entitled to any payment for the shift.

#### **41.15 Handover**

##### **41.15.1 Handover**

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 the 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.



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 16.66 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.

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.

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.

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.

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.

Overtime shifts are not included in calculating handover time.

## 42. Schedule B: Individual Employment Agreement – SP30-34

This schedule applies to employees employed in roles between Salary Points 30-34 inclusive except to roles that are worked in accordance with Schedule A: Salary Packaging- Shift Work.

### 42.1 Offer of an Individual Employment Agreement

An employee to whom this schedule applies and who is employed at the date this Agreement comes into force may be offered an Individual Employment Agreement (IEA). The employee will have the option of declining an IEA and remaining within the terms and conditions otherwise set out in this Agreement. The offer of an IEA will be made without duress or undue influence, and an IEA will only come into effect by mutual agreement.

An employee to whom this Schedule applies who is employed in a band that commences below SP 30 may be offered an IEA when they attain SP30. The employee will have the option of declining an IEA and remaining within the terms and conditions otherwise set out in this Agreement. The offer of an IEA will be made without duress, and an IEA will only come into effect by mutual agreement.

An employee to whom this schedule applies who commences employment with TransGrid, or accepts a new role with TransGrid, after the date that this Agreement comes into force may be required to agree to enter into an IEA on the basis that they have a right of reversion as set out in clause 42.2.

An IEA will be in writing and signed by both TransGrid and the relevant employee. A copy of the signed IEA will be provided to the employee within seven (7) days after it is agreed.

### 42.2 Reversion

In the event that TransGrid and an employee agree, in writing, to an IEA under this Schedule, the employee can elect to cancel the IEA and revert back to the terms and conditions otherwise provided for in this Agreement, provided:

- the IEA has been in force for at least 3 months;
- the IEA has not been in force for more than 18 months; and
- the employee provides a written request to cancel the IEA at least 2 weeks prior to the requested reversion date.

An employee will not be placed under any duress to either remain on an IEA or to cancel an IEA.

In the event that an employee elects to cancel an IEA, the employee will revert to the evaluated Salary Point of the role.

The evaluated Salary Point will be set out in the letter of offer along with the right of reversion and when it may be exercised.

There will be no remuneration adjustment or retrospective payments for any allowances or other penalties that the employee may have otherwise accrued under the Agreement during the period in which the IEA was in effect.

In the event that an employee who is party to an IEA under this schedule accepts a new role with TransGrid, the employee's existing IEA will be cancelled by TransGrid and the employee will, in accordance with the terms of this Agreement, be offered a new IEA.

### 42.3 Structure and application of the Individual Employment Agreement

An IEA will ensure that the affected employee is better off, on an overall basis, when compared to the terms of the relevant award (the Electrical Power Industry Award 2010). To ensure that this is the case, the ordinary hours of an employee who is covered by an IEA will be no more than 35 hours per week, averaged over a period of up to 4 weeks, worked Monday to Friday.

Remuneration will be no less than the remuneration attached to the Salary Point of the role held by the employee, inclusive of fixed allowances. The remuneration offered under an IEA will include compensation for up to 6 hours of overtime a week.

An IEA will be read and interpreted in conjunction with this Agreement, provided that where there is any inconsistency between the IEA and the Agreement, the IEA will take precedence to the extent of the inconsistency except in relation to the Terms of the Agreement set out in clause 42.4.

#### **42.4 Terms of the Agreement**

The following terms of the Agreement will continue to apply to an employee who has entered into an IEA:

- a. Parties to the Agreement
- b. Application and Operation
- c. Objectives
- d. Consultative Mechanism
- e. Work Health and Safety
- f. Environment
- g. No Extra Claims
- h. Voluntary Redeployment/Redundancy
- i. Individual Flexibility Agreements
- j. Calculation of Service
- k. Annual Leave
- l. Long Service Leave
- m. Sick Leave and Accident Pay
- n. Leave for Family Care
- o. Community Leave
- p. Bereavement / Compassionate Leave
- q. Leave for matters arising from Domestic Violence
- r. Dispute Procedure, to the extent that a dispute relates to matters arising under the EA
- s. Christmas Period Shutdown
- t. Parental Leave

An IEA will contain details of all remuneration arrangements, including any incentive arrangements.

IEA remuneration will be reviewed against the market annually. TransGrid may adjust the remuneration level to take account of individual and business performance levels, market rates for similar positions, economic factors, changes in responsibility, and other such factors, however total remuneration under an IEA will not be less than the remuneration attached to the evaluated Salary Point of the role as outlined in the latter of offer.

An employee covered by an IEA will not be eligible for pay increases arising under the EA.

TransGrid commits that organisational restructures will not be used as a mechanism to force an IEA on employees. Where a restructure displaces an employee from their current position and they are appointed to a new position which otherwise would be offered as an IEA for which the employee would have a right of reversion, the employee will not be required to enter into an IEA.

## **43. Schedule C: Individual Employment Agreement – SP35-40**

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This Schedule applies to employees employed in roles between Salary Points 35-40 inclusive.

### **43.1 Implementation of Individual Employment Agreements**

An employee to whom this Schedule applies will be required to enter into an IEA unless at the time this Agreement is made the employee is in a role between SP 35-40 and they are not currently on an IEA.

An IEA will be in writing and signed by both TransGrid and the relevant employee. A copy of the signed IEA will be provided to the employee within seven (7) days after it is agreed.

An employee who enters to an IEA under this Schedule will not be able to cancel or otherwise opt-out of that IEA.

In the event that an employee who is party to an IEA under this Schedule accepts a new role with TransGrid, the employee's existing IEA will be terminated by TransGrid and the employee will, in accordance with the terms of this Agreement, be offered a new IEA.

### **43.2 Structure and application of the Individual Employment Agreement**

An IEA will ensure that the affected employee is better off, on an overall basis, when compared to the terms of the relevant award (the Electrical Power Industry Award 2010). To ensure that this is the case, the ordinary hours of an employee who is covered by an IEA will be no more than 35 hours per week, averaged over a period of up to 4 weeks, worked Monday to Friday.

Remuneration will be no less than the remuneration attached to the evaluated Salary Point of the role as outlined in the letter of offer, inclusive of fixed allowances. The remuneration offered under an IEA will include compensation for up to 6 hours of overtime a week.

An IEA will be read and interpreted in conjunction with this Agreement, provided that where there is any inconsistency between the IEA and the Agreement, the IEA will take precedence to the extent of the inconsistency

### **43.3 Terms of the Agreement**

The following terms of the Agreement will continue to apply to an employee who has entered into an IEA:

- a) Parties to the Agreement
- b) Application and Operation
- c) Objectives
- d) Consultative Mechanism
- e) Work Health and Safety
- f) Environment
- g) No Extra Claims
- h) Voluntary Redeployment/Redundancy
- i) Individual Flexibility Agreements
- j) Calculation of Service
- k) Annual Leave
- l) Long Service Leave
- m) Sick Leave and Accident Pay
- n) Leave for Family Care

- o) Community Leave
- p) Bereavement / Compassionate Leave
- q) Leave for matters arising from Domestic Violence
- r) Dispute Procedure, to the extent that a dispute relates to matters arising under the EA
- s) Christmas Period Shutdown
- t) Parental Leave

An IEA will contain details of all remuneration arrangements, including any incentive arrangements.

IEA remuneration will be reviewed against the market annually. TransGrid may adjust the remuneration level to take account of individual and business performance levels, market rates for similar positions, economic factors, changes in responsibility, and other such factors, however total remuneration under an IEA will not be less than the remuneration attached to the Salary Point of the role held by the employee.

An employee covered by an IEA will not be eligible for pay increases arising under the EA.

TransGrid commits that organisational restructures will not be used as a mechanism to force an IEA on employees.

## Employer undertaking

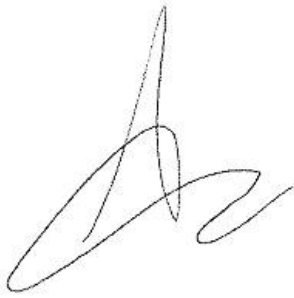
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I refer to the application by NSW Electricity Networks Operations Pty Ltd trading as TransGrid (**Employer**) for the approval of the *TransGrid Employees Agreement 2016 (Agreement)* in matter number AG2017/6323.

The Employer wishes to provide the following undertakings to the Fair Work Commission. The undertaking is provided by the Employer pursuant to s.190 of the *Fair Work Act 2009* (Cth) as follows:

- 1 In respect of clause 16.5 of the Agreement (absent without approval):  
The Employer will not rely upon clause 16.5 of the Agreement to terminate the employment of an employee covered by the Agreement.
- 2 In respect of clause 13.6.9 of the Agreement (occupational health nurse):  
The Employer will not rely upon the second paragraph of clause 13.6.9 to disentitle an employee to the remaining provisions of the Agreement.
- 3 In respect of clause 28.8 of the Agreement (time off for additional time worked):  
Time off work that is approved under clause 28.8 will be taken at the equivalent overtime rate. On termination of employment, any time off in lieu that has been accrued under clause 28.8, but remains untaken, will be paid to the employee at the applicable overtime time rate.
- 4 In respect of Schedule B of the Agreement (individual employment agreement SP30-34) and Schedule C of the Agreement (individual employment agreement SP35-40):  
An IEA under Schedule B or Schedule C will ensure that the affected employee is better off, on an overall basis, when compared to the terms of the Agreement.
- 5 In respect of Schedule B of the Agreement (individual employment agreement SP30-34):  
An employee who enters into an IEA under Schedule B will not work more than 50 hours per week, averaged over a period of up to 4 weeks.
- 6 In respect of clause 42.4(r) of Schedule B of the Agreement (individual employment agreement SP30-34):  
The dispute resolution procedure in the Agreement will continue to apply to an employee who has entered into an individual employment agreement to the extent that a dispute relates to matters arising under the Agreement or in relation to the National Employment Standards.
- 7 In respect of Schedule C of the Agreement (individual employment agreement SP35-40):  
An IEA under Schedule C will not vary the operation of any of the terms listed in clauses 43.3(a)-(t) of Schedule C of the Agreement.
- 8 In respect of clause 43.3(r) of Schedule C of the Agreement (individual employment agreement SP35-40):  
The dispute resolution procedure in the Agreement will continue to apply to an employee who has entered into an individual employment agreement to the extent that a dispute relates to matters arising under the Agreement or in relation to the National Employment Standards.

Signed:

A handwritten signature in black ink, appearing to be 'A. Sarelas', with a large loop at the start and a trailing flourish.

**Anna Sarelas**

**Employee Relations and Remuneration Manager**

**NSW Electricity Networks Operations Pty Ltd trading as TransGrid**

**Date: 17 May 2018**

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## Schedule 2.3—Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and



- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
    - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
  - (13) As soon as practicable after proposing to introduce the change, the employer must:
    - (a) discuss with the relevant employees the introduction of the change; and
    - (b) for the purposes of the discussion—provide to the relevant employees:
      - (i) all relevant information about the change, including the nature of the change; and
      - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
      - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
  - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
  - (16) In this term:
 

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).