



## DECISION

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

**TransGrid**  
(AG2014/1273)

### TRANSGRID EMPLOYEES AGREEMENT 2013

Electrical power industry

SENIOR DEPUTY PRESIDENT HAMBERGER

SYDNEY, 6 JUNE 2014

*Application for approval of the TransGrid Employees Agreement 2013.*

[1] An application has been made for approval of an enterprise agreement known as the *TransGrid Employees Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

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

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU); Association of Professional Engineers, Scientists and Managers, Australia (APESMA); Community and Public Sector Union (CPSU); Construction, Forestry, Mining and Energy Union (CFMEU) and the Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch (USU/ASU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and will operate from 13 June 2014. The nominal expiry date of the Agreement is 1 December 2016.



SENIOR DEPUTY PRESIDENT

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**TransGrid  
Employees Agreement 2013**

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## **TransGrid Employees Agreement 2013**

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### **1. Title**

This Agreement shall be known as the TransGrid Employees Agreement 2013.

### **2. Parties to the Agreement**

2.1 TransGrid, bargaining representatives and the unions listed below on behalf of the employees of TransGrid

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)
- Community and Public Sector Union (CPSU)
- The Association of Professional Engineers, Scientists and Managers, Australia, the New South Wales Branch.

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

### **3. Application and Operation**

3.1 This Agreement replaces the provisions of the TransGrid Employees Agreement 2010.

3.2 This Agreement applies to employees of TransGrid working within the scope of this Agreement other than Senior Contract Officers of TransGrid.

3.3 However employees who are appointed from the commencement of this Agreement to positions evaluated with a minimum Salary Point of 35 may be employed pursuant to an individual employment agreement which provides an entitlement to a salary not less than salary point 35.

The only provisions of this agreement that apply to them are:

- (a) Annual Leave
- (b) Sick Leave
- (c) Family Leave
- (d) Bereavement/Compassionate Leave
- (e) Long Service Leave
- (f) Community Leave

- (g) Parental Leave
- (h) Voluntary Redundancy

Remuneration and all other conditions for these employees will be contained within their individual employment agreements.

- 3.4 This Agreement will come into operation 7 days after approval by Fair Work Australia and will operate until 1<sup>st</sup> December 2016.
- 3.5 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.
- 3.6 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**

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:

- Shareholders
- Customers
- Employees
- Wider Community

#### **5. Consultative Mechanism**

##### **a. 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 representatives. The consultation provisions are directed toward the development of a relationship of inclusion, involvement and mutual trust between the parties.

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, seeking advice, 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 representatives, if any will be notified. The relevant employees and their representatives, if any, 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.

Employer to discuss Change:

TransGrid will discuss with the relevant employee(s), and their 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 representative(s)

- 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 commercial 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 employees, unions and employee representatives commit to supporting and contributing positively to workplace change and improvement and agree not to unduly delay or frustrate the process described within this clause.

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.

The persons covered by this Agreement may communicate jointly with the employees about issues and achievements, which affect the workplace. They will not unjustly criticise each other or seek to publicly denigrate the views of the other.

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.

**b. Consultation Mechanisms**

TransGrid will form 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 shall be;

- Level 1 Committee which will meet 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 senior management representatives, union officials and a representative from each Level 2 committee.
- Level 2 Committees which will be established at each major location/workplace to review matters relevant to employees in that local area. These Committees will meet at least every quarter and provide updates to the

Level 1 Committee. The committee will consist of local management and employee elected representatives covering all relevant workgroups at the site.

Additionally, where required, TransGrid Executive members will meet with relevant unions, their nominated representative and employee representatives to discuss industry related issues. These meetings will be held as required, depending on current issues and developments.

## **6. Work Health and Safety**

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 possible 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**

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**

The parties to this Agreement agree not to pursue any additional or extra claims during the term of this Agreement except in accordance with Clause 3.4, or in accordance with any decision of Fair Work Australia.



**9. Voluntary Redeployment/Redundancy**

- 9.1. Employees whose positions are surplus to TransGrid's requirements may be offered Voluntary Redeployment or Voluntary Redundancy.
- 9.2. Where more applications for Voluntary Redeployment or Voluntary Redundancy are received than there are surplus positions, it may become necessary to retain key officers, as the loss of such officers would affect the efficiency of TransGrid's business operations.
- 9.3. Employees who accept Voluntary Redundancy are eligible for the following payments (inclusive of any entitlement under the *Fair Work Act 2009*):
  - (a) four week's 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 per year of continuous service with a maximum of 52 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis; and
  - (d) the benefit allowable as a contributor to a retirement fund; and
  - (e) for employees who accept Voluntary Redundancy within 2 weeks of the offer being made and terminate their employment within the time nominated by TransGrid;
    - (i) less than 1 year's service; 2 week's pay
    - (ii) 1 year and less than 2 year's service; 4 week's pay
    - (iii) 2 year's and less than 3 year's service; 6 week's pay
    - (iv) 3 year's service and over; 8 week's pay

**10. Individual Flexibility Agreements**

- 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:
    - (i) rostered days off;
    - (ii) arrangements for flexible hours for part-time work;
    - (iii) arrangements for phased retirement
    - (iv) arrangements for working a 4 day week;
    - (v) 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 or duress.

10.3 Individual Flexibility Arrangements are not to be offered as a condition of employment or promotion

10.4 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.

10.5 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.

10.6 TransGrid must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

10.7 Except as provided in clause 10.5(a) the agreement must not require the approval or consent of a person other than TransGrid and the individual employee.

10.8 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.

10.9 The agreement may be terminated:

- (a) by TransGrid or the individual employee giving thirteen weeks 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.

10.10 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.

## **TransGrid Employees Agreement 2013**

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### **11. Salaries and Allowances**

11.1 The Salary Point Rates for the classifications covered by this Agreement, which include a 2.5% increase adjustment from the first pay period following 1 December 2013 and based on a 35 hour week, are as follows:

<b><u>Salary Point</u></b>	<b><u>Weekly Rate</u></b>
1	\$545.30
2	\$628.70
3	\$712.10
4	\$794.70
5	\$836.20
6	\$877.50
7	\$917.00
8	\$957.90
9	\$1,000.80
10	\$1,045.30
11	\$1,093.10
12	\$1,144.50
13	\$1,196.80
14	\$1,252.20
15	\$1,310.30
16	\$1,371.00
17	\$1,417.80
18	\$1,466.40
19	\$1,516.40
20	\$1,567.90
21	\$1,621.00
22	\$1,676.90
23	\$1,734.60
24	\$1,794.20
25	\$1,854.60
26	\$1,918.60
27	\$1,984.30
28	\$2,052.80
29	\$2,122.50
30	\$2,195.30
31	\$2,270.80
32	\$2,348.80
33	\$2,429.60
34	\$2,513.00
35	\$2,599.20
36	\$2,688.80
37	\$2,781.40
38	\$2,876.40
39	\$2,975.40
40	\$3,078.10

The above Salary Point Rates include an amount in respect of the Annual Leave Special Payment.

11.2 The Salary Rates above and allowances in 11.7, 11.8, 11.9 and 32 shall be subject to a further increase of:

- (a) 0.3% payable following the date of approval by employees (Date of approval is date of finalisation of vote on the agreement where the

result is in the affirmative)

- (b) 2.85% payable after the first pay period commencing on or after 1<sup>st</sup> December, 2014.
- (c) 2.9% payable after the first pay period commencing on or after 1<sup>st</sup> December, 2015.

### 11.3 Employer Contribution to Superannuation

From the first pay period following the date of agreement of the TransGrid Employees Agreement 2013, it is agreed that 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 and 2010 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%.

11.4 Where administratively possible, TransGrid will pay the additional employer superannuation contribution on a weekly basis.

11.5 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%.

11.6 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 11.7; and
- (b) the General Purpose Allowances in accordance with 11.8; and
- (c) the Special Payment in accordance with 11.9 (a).

### 11.7 Field Allowance

The **Field Allowance** of \$49.40 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 11.1 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 11.7 (b).*

#### 11.8 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 \$111.90 per week.

This allowance will be paid to the Operator classification from the first pay period commencing on or after approval of the TransGrid Employees Agreement 2013 by employees.

##### *Note 2:*

Apart from:

(a) the Tool Allowance in 11.13; and

(b) the First Aid Allowance in 11.14

*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.*

#### 11.9 Special Payments

Employees, appointed to the Sydney Office:

(a) are to be paid a **Special Payment** of \$12.20 per week for the acceptance of the Variable Working Hours system, which incorporates the three existing attendance systems

(b) 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 \$43.70 per week:

(i) for the duration of such work; and

(ii) when they are located away from the Sydney Office

subject to the approval of the General Manager of the Business Unit

concerned.

This payment is not applicable to:

- (i) any form of paid leave; or
- (ii) overtime; or
- (iii) travelling time; or
- (iv) public holidays; or
- (v) 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 and the Special Payment 11.9 (a) at half the rate if they receive these allowances on a permanent basis.*

**11.10 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.

**11.11 Salary Sacrifice**

- (a) 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.
- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
  - (ii) 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) subject to TransGrid's agreement, 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.

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

In addition to clause 11.11, 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.

#### ***11.13 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.

**11.14 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.

**11.15 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.

**11.16 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".

**11.17 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:

**Agreed Bare Hand Methods**

A schedule of eight (8) specific methods has been negotiated and agreed between the parties. The agreed eight (8) methods are:

1	330/08	330kV Suspension Steel Tower – 'Delta Type' – Outside Phases Initial Bonding On Procedure
2	330/06	330kV Suspension Steel Tower- 'Delta type' – Middle Phase Insulator Replacement – Barehand
3	330/07	330kV Suspension Steel Tower- 'Delta type' – Outside Phase Insulator Replacement – Barehand
4	330/09	330kV Suspension Steel Tower - 'Delta type' - Work on twin conductors & associated fittings from a bosuns chair - Barehand
5	330/10	330kV Single Circuit Strain Steel Tower - Repair hot palms - Barehand
6	330/11	330kV Suspension Steel Tower - 'Delta type' - Middle phase insulators and/or hardware replacement - Barehand

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7	330/12	330kV Suspension Steel Tower - 'Delta type' - Outside phase insulators and/or hardware replacement - Barehand
8	330/13	Carry out 330kV Minor Maintenance from an Insulated Elevated Work Box – Barehand

### For Internal work

- (1) 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

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

### General

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

## 12. Classifications

### 12.1. *The classifications of TransGrid employees are:*

#### Classification

- Administrative Officers*
- Engineering Officers*
- Professional Officers*
- Operators*

*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.*

- Power Workers*

(f) *Tradespersons*

*Progression of Power Workers and Tradespersons is based on the relevant Skills Development Programs.*

(g) *Apprentices*

**13. Classification Advisory Committee**

**13.1 Purpose**

The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).

**13.2 Constitution**

The Committee consists of:

- (a) a Chairperson appointed by TransGrid
- (b) two TransGrid representatives
- (c) two representatives of employees appointed from time to time by the relevant Union(s) having regard to the classification under review.

**13.3 Powers**

The Committee can:

- (a) consider applications for alterations of salary points on the ground of altered circumstances by:
  - (i) unions on behalf of an employee or groups of employees
  - (ii) TransGrid
- (b) consider any errors or anomalies in the salary points of:
  - (i) an employee(s)
  - (ii) any position
- (c) recommend appropriate salary points for new positions.

**13.4 Procedures**

The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the Managing Director of TransGrid, setting out the view of the Committee. If there are differing views, the report must include them.

**13.5 Confidentiality**

All proceedings of the Committee are confidential.

- 13.6 *This Clause will not prejudice or affect any right any person may have under the Fair Work Act 2009.*

#### **14. Forms of Employment**

##### **14.1 *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.

##### **14.2 *Contracting Out of Work***

- i. Any intent to utilise contractor services will be discussed under the consultative mechanisms established under this Agreement, prior to implementation.
- ii. TransGrid maintains the right to use bona fide contractors when it is deemed necessary in the following circumstances:
  - a) where specific expertise is required in order to undertake non-core work;
  - 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.

##### **14.3 It is not the intention of TransGrid to outsource core work.**

If however there is a need to do so TransGrid shall follow the consultative mechanisms established under this Agreement.

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 external benchmark. Employee representatives who are affected by such proposals shall be given reasonable time and appropriate access to relevant 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

In assessing a contractor TransGrid will take into consideration:

- a) the contractors health and safety and environmental systems;
- b) the contractors values, behaviours and ethics; and
- c) the contractors compliance with regulatory, statutory and industrial obligations.

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

#### **Full-Time**

- 14.5 *Who is a Full-time Employee?*

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

#### **Part-Time**

- 14.6 *Who is Part-time Employee*

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.

- 14.7 *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.

- 14.8 *Rates of Pay*

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

- 14.9 *Overtime*

Overtime must be paid in accordance with 19. Overtime – Day Work but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

- 14.10 *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.

**14.11 *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.

**Casual**

**14.12 *Who is a Casual employee?***

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

**14.13 *Hours of work***

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

**14.14 *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%.

**14.15 *Overtime***

Overtime must be paid in accordance with 19. Overtime – Day Work but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

**14.16 *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.

**14.17 *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.

**14.18 *Employees appointed to carry out the duties of an Occupational Health Nurse on a casual basis, are to be paid:***

- (a) at the rate applicable to Salary Point 23 at the location; and
- (b) 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 14.12 to 14.14, 14.16, 14.17, 14.19, 14.20, and 14.21 there is no entitlement to any other provisions of this Agreement.

**14.19 Bereavement entitlements for casual employees**

- (a) Subject to the evidentiary and notice requirements in clause 28.2 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 28.3 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.

**14.20 Personal Carers Entitlement for casual employees**

- (a) Subject to evidentiary and notice requirements in clause 28.2 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 28.3 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.

**14.21 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 14.21 (a), upon receiving notice under clause 14.21 (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 14.21 (c), TransGrid and the employee shall, in accordance with this clause, and subject to clause 14.21 (c), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) 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.

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.

- (g) Following an agreement being reached pursuant to clause 14.21 (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.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under clause 14.21.

**14.22 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.

**14.23 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.

**14.24 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.

**14.25 *Fixed Term: Entitlements***

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

**14.26 *Fixed Term: Termination***

A Fixed term employee shall be terminated

- (a) at the end of the period of employment; or
- (b) by the employer or employee providing four weeks notice.

**Labour Hire/ Agency Workers**

**14.27** 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**

**15.1 What counts as service?**

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:
    - (i) actual service with Pacific Power; and
    - (ii) 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.
- 15.2 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

### 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.

- 16.2 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.

- 16.3 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.

- 16.4 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.

### 16.5 *Overtime and Shift work*

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

- (a) reasonable overtime, including Saturdays, Sundays and public holidays
- (b) day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

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

### 16.6 *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.

**16.7 Termination of service**

Employees' service may be terminated by:

- (a) resignation, i.e. voluntarily leaving the service of TransGrid
- (b) 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 and the Secretary of the Union concerned, must issue a certificate to this effect
- (c) dismissal
- (d) 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:

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

**16.8** 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.

**16.9 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.

**16.10** In all other cases of termination, except dismissal, TransGrid must give the employee at least one months notice, unless their terms of employment provides for a different period.

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**

**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 17.3(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 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 Shift Work**

### **18.1 *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.

### **18.2 *Averaged Salary Percentage***

#### **Operators**

##### **8 Hour Shifts:**

The Averaged Salary percentage payment to be applied for Operators working a seven-man 7 x 3 roster will be 34.5%.

The Averaged Salary percentage payment to be applied for Operators working a six-man 7 x 3 roster will be 38.2%.

##### **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 38.2%.

The Averaged Salary percentage payment to be applied for Operators working a seven-man 7 x 2 x 12 hour shift roster will be 34.5%.

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 shiftwork.*

*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 installments.*

*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.*

**18.3 Payment of Averaged Salary**

Averaged Salary will be paid for the following:

- (a) All Shifts worked as part of the normal shift roster
- (b) All rostered day work
- (c) 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.*

**18.4 Circumstances Under which Averaged Salary Will not be paid**

Averaged salary will not be paid for:

- (a) Additional shifts (covering sickness, training etc.). These are to be paid at normal overtime rates.
- (b) Long Service leave.
- (c) 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.*

**19 Overtime - Day Work**

**19.1 What is overtime?**

Overtime is all time worked on:

- (a) Mondays to Fridays before established commencing time
- (b) Mondays to Fridays after established finishing time
- (c) Saturdays
- (d) Sundays
- (e) Public Holidays.

**19.2 How is it calculated?**

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.



**19.3** *What are the rates of pay?*

Day workers must be paid the following rates for overtime:

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

**19.4** *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 32. Standby and "On Call").

**19.5** *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.

**19.6** *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.

**19.7 *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 19.4.

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.

**19.8 *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.

**19.9 *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 19.8 will be applied.

**19.10 *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.

**19.11 Employees must be paid at ordinary rates for any working time which occurs during a 10 hour break.**

**19.12 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.

- 19.13 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.

19.14 *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 32. Standby and "On Call".

19.15 *Employees above salary point 35*

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

## 20 Overtime - Shift Work

20.1 *What is overtime?*

Overtime is all time worked by shift workers before commencing time or after finishing time of rostered shifts.

20.2 *How is it calculated?*

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.

20.3 *What are the rates of pay?*

Shift workers must be paid the following rates for overtime:

DAY	PERIOD	RATE
(e) Monday to Friday	- first two hours	1.5
	- after two hours	2.0

(f)	Saturday (not a public holiday)	<b>before midday</b>	
		- first two hours	1.5
		- after two hours	2.0
		<b>after midday</b>	
		- all hour worked	2.0
(g)	Sunday (not a public holiday)		2.0
(h)	Public holiday	- all hours worked	2.5

**20.4 *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).

**20.5 *Time worked on non-working days***

Employees who:

- (a) work on a Saturday or Sunday while rostered on a five day, Monday to Friday, shift system; or
- (b) 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.

**20.6 *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 32. Standby and "On Call").

**20.7 *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 19.30 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.

**20.8** *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.

**20.9** *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.

**20.10** Employees must be paid at ordinary rates for any working time which occurs during a 10 or 8 hour break.

**20.11** 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.

**20.12** 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.

**20.13** *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.

**20.14** *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.

**20.15 *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.

**20.16 *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.

**20.17 *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 Meal Allowances on Overtime**

### **21.1 When are meal allowances paid?**

Employees must be paid applicable Australian Tax Office allowances for meals, currently as follows:

#### **(a) Day workers**

<b>Time</b>	<b>Amount of Continuous Overtime</b>	<b>Allowance</b>
Monday to Friday	1 hour 30 minutes	\$27.70
	5 hours	\$55.40
	9 hours	\$83.10
Non-working days	4 or more hours (during hours usually worked Monday to Friday)	\$27.70
	1 hour 30 minutes before or after ordinary hours	\$27.70
	5 hours before or after ordinary hours	\$55.40
	9 hours before or after ordinary hours	\$83.10

#### **(b) Shift workers**

<b>Type of Overtime</b>	<b>Amount of Continuous Overtime</b>	<b>Allowance</b>
Additional rostered shift to	1 hour 30 minutes	\$27.70
	5 hours	\$55.40
	9 hours	\$83.10
Worked on rostered day off	4 or more hours (during hours worked last rostered shift)	\$27.70
	1 hour 30 minutes before or after ordinary hours	\$27.70
	5 hours before or after ordinary hours	\$55.40
	9 hours before or after ordinary hours	\$83.10

(c) an employee is not entitled to more than three meal allowances for any one period of continuous overtime.

(d) 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.

### **21.2 Employees above salary point 35**

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

**22 Meal Breaks - Day Work**

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

22.2 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.

22.3 *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.

22.4 *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.

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

22.6 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.

22.7 *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 22.4.

22.8 *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.

**22.9** *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**

**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 must be paid higher grade pay if they are directed to carry out any higher graded work for one hour or more in any one day or shift.

These employees must receive the salary specified of an employee performing the particular class of work.

Employees who work at a higher grade for more than a half-day or shift must be paid the higher rate for all ordinary time worked during the day or shift.

**23.3** *Aggregation*

Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher grade pay for the purposes of this Clause.

**23.4** *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.

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

**23.6** 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 23.4 (a) are not considered to break the

continuity of the higher grade work.

- 23.7 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.

23.8 *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.

23.9 *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.
- 23.10 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.

23.11 *Lower graded work*

Employees must:

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

23.12 *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

### 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.

### 24.2 TransGrid may issue tools at its discretion.

### 24.3 *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.

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

### 24.5 *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.

### 24.6 *Disposable Clothing*

Disposable overalls may be supplied by TransGrid when using materials in 24.5 (b) (i) and (ii).

### 24.7 The employee must wear any clothing or use any tools or articles issued:

- (a) only in the course of duty; and

- (b) for the purpose for which they are issued.

**24.8** *Wet weather Clothing*

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

**25 Annual Leave**

**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 18 – 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:
  - (i) where a rotating annual leave roster operates;
  - (ii) 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 employers 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 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*

- (a) In deferring annual leave, an employee may not accumulate a balance in excess of 1.5 x 12 month entitlement.
- (b) 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.

- (c) 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

### 26.1 *What service counts?*

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.

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 *At what rate does leave accrue?*

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.

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

26.4 *How is leave paid?*

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.

26.5 *When can leave be taken?*

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.

26.6 *An employee may take long service leave:*

- (a) on full pay:
  - (i) in periods of four weeks or more; or
  - (ii) with the agreement of 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.

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

26.8 *Public holidays Falling during leave*

Long service leave does not include public holidays.

26.9 *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.

26.10 *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**

27.1 When may employees be granted sick leave?

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 27.18 to 27.26.

27.2 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 28. Leave for Family Care apply.

27.3 *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.

27.4 *Amount of sick leave*

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

	<b>Leave on full pay hours</b>
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.

- (b) Employees transferred from Pacific Power and who were previously transferred to Pacific Power from the Commissioner of Railways are entitled to not less than the amount of sick leave they would have received if they had not transferred.
- (c) Employees transferred from Pacific Power and who were previously transferred to Pacific Power under the provisions of the *Electricity Commission Act, 1950*, as amended, retain their sick leave credits they had at the date of transfer.

27.5 *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 27.3.

27.6 *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.

27.7 *Maximum period of leave*

The maximum period of continuous paid sick leave is ordinarily 52 weeks.

27.8 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.

27.9 *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.

27.10 *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 and the Secretary of the Union concerned, must issue a certificate to this effect.

27.11 *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.

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

27.13 *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.

27.14 *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.

27.15 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 27.20 to 27.21.

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

**27.16 *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.

**Accident Pay**

**27.17** 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.

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

- (a) have workers' compensation approved; and
- (b) comply with 27.18 to 27.26.

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.

**Regulations**

**27.19 *How to apply***

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

**27.20 *Medical examination***

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

**27.21 *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.

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

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

- 27.23 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.

- 27.24 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.

- 27.25 *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.

- 27.26 *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.

- 27.27 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**

### **28.1 Purpose**

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.

### **28.2 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 sick, annual or personal leave without pay for family care purposes, 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.

### **28.3 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).

28.4 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.

28.5 *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.

28.6 *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.

28.7 *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.

28.8 *Use of personal leave without pay*

An employee may apply for personal leave without pay.

28.9 *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.
- 28.10 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.
- 28.11 *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

### 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:
  - (i) is requested by or on behalf of the body to engage in the activity; or
  - (ii) it is reasonable to expect that a such a request would have been made if circumstances permitted; and
- (d) the employees 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***

<b>Reserve</b>	<b>Reason for Leave</b>	<b>Maximum leave/Financial Year</b>
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	1 day
	Test required for admission	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**

**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 28.3 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.

**30.3** 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.

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

**31 Leave for matters arising from Domestic Violence**

**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;

**31.3** Where the leave entitlements referred to in subclause 31.2 are exhausted, TransGrid shall grant paid personal leave up to five days per calendar year to be

used for absences from the workplace to attend to matters arising from domestic violence situations;

- 31.4 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;
- 31.5 Personal information concerning domestic violence will be kept confidential by TransGrid;
- 31.6 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"**

### **32.1 *Who qualifies for standby?***

Employees who are required to be available for emergency and/or breakdown work at any time:

- (a) are required to remain in communication; and
- (b) 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).

### **32.2 *How much standby allowance?***

Standby allowance is \$189.60 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.

### **32.3 Standby work includes:**

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

### **32.4 *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.

**32.5 *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.

**32.6 *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.

**32.7 *Professional Officers - "on call"***

Professional Officers who are "on-call" must be paid an allowance of \$189.60 per week.

**32.8 *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 19. Overtime-Day Work. They must receive a minimum 3 hours pay.

**32.9 *Payment of overtime worked when called out-shift workers***

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

- (a) two hours or more before the ordinary commencing time:
  - (i) double time when the overtime merges with rostered commencing time
  - (ii) 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.

Additionally, in the case of non-merging overtime, the appropriate rate in 20. 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**

**33.1 *Overnight absence from home***

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 must provide them with accommodation wherever practicable at its own expense. For each night's absence, employees must be paid an allowance of:

- (i) \$15.80 when interstate; or
- (ii) \$12.70 when intrastate.

**33.2 Where accommodation is not provided employees may arrange their own accommodation in which case TransGrid will pay the following allowances:**

**(i) *Capital Cities***

Australian Tax Office (ATO) Reasonable Allowance Amounts based on Table 1 currently with a salary of \$108,810 & below.

*(Note these reasonable allowance amounts are set annually by the ATO in the Taxation Ruling Income Tax: reasonable allowances amounts, for the relevant income year).*

**(ii) *other than Capital Cities***

Relevant ATO reasonable Allowance amount for High Cost Country Centre, Tier 2 Country Centre or Other Country Centre as per ATO Ruling.

Employees' temporary accommodation must be as near as practicable to their temporary headquarters.

The allowances shall be paid for three calendar months only. For periods exceeding three calendar months appropriate arrangements will be agreed between the employee and manager.



Where the cost of accommodation and meals whilst working away from headquarters exceeds ATO reasonable allowances, TransGrid will pay reasonable actuals.

**33.3 *Incidental Expenses***

Employees will not be able to claim reimbursements for travel related incidental expenses unless the incidental expenditure exceeds \$18.20 (the incidental component of the ATO rate as amended).

**33.4** The requirement that employees must work at a temporary headquarters must, at an employee's request, be terminated upon the employee completing a continuous period of twenty six ordinary working weeks, including public holidays, at the temporary headquarters.

If TransGrid grants approval, the period of an employee's attachment to the temporary headquarters may be extended. The period of the extension must be treated as temporary attachment for all purposes.

These provisions do not apply to periods worked at the temporary headquarters, beyond twenty six ordinary working weeks, to employees who do not request the termination of such attachment.

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.

**33.5 *Returning home after extended periods away***

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

- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
- (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
- (c) more frequently if TransGrid considers it economical.

**33.6** Employees returning home from their temporary headquarters on approved weekend travel must:

- (a) do so by the most economic and efficient form of transport which must be paid for by TransGrid; and
- (b) be paid a meal allowance of \$27.70 for each forward and return journey only if they have worked the full ordinary hours at the temporary headquarters on the day of travel.

#### 34 Travelling Time and Fares

34.1 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.

##### 34.2 *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 34.4 below.

##### 34.3 *Who can claim?*

Only employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1st June, 1979 can claim excess travelling time.

##### 34.4 *How is travelling time calculated?*

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:

- (i) dividing the transmission line into a number of sections
- (ii) recording the time taken to reach the mid-point of each section
- (iii) 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.

34.5 *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.

34.6 *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.

34.7 Employees cannot claim for any time spent travelling during ordinary working hours or shifts.

34.8 *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 may be used at TransGrid's expense.

**34.9 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.

**34.10 Meal Allowances**

Meal allowances are not paid in association with travelling time.

**35 Dispute Procedure**

**35.1 Objectives**

**35.2 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;
- (b) employees address the issue with their team leader/manager first;
- (c) the dispute remains in the part of the organisation concerned without interference from employees not involved.

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

35.3.1 This Agreement

35.3.2 The National Employment Standards.

35.3.3 Disciplinary Action

35.3.4 Workplace Safety

35.3.5 Consultation as per clause 5 of this Agreement

**35.4 Local Matters**

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

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

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

- The employee/s affected and, where requested, their employee representatives
- Relevant senior manager/s and Human Resources/Employee Relations representatives.

**35.5 Corporate Matters**

35.5.1 Claims or issues may be raised by either:

- Employee/s, and, where requested, on their behalf by their relevant employee representatives
- TransGrid

35.5.2 Resolution of the issues raised should include:

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

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

35.7 Fair Work Australia 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.

35.8 The parties may agree that a person other than Fair Work Australia 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 Australia.

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

35.10 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.

35.11 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**

**36.1 Public holidays**

The following days are observed as public holidays:

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

Employees are not entitled to proclaimed local public holidays where the entitlement is equivalent to one day or less.

**36.2 *What is a day worker entitled to?***

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 *What is a shift worker entitled to?***

Shift workers are:

- (a) paid for public holidays in accordance with 18. 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 *Are public holidays paid 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.

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

**37 Christmas Period Shutdown**

**37.1 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

**37.2 Relevant Public Holidays during this period are defined in Clause 36 of this**

Agreement.

- 37.3 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

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.

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

38.3 *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.

38.4 *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.

38.5 *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.

38.6 *Right to Request*

- (a) Without limiting the NES, an employee entitled to parental leave may request TransGrid to allow the employee:
  - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of 8 weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;



- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age.
- (b) 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:
  - (i) is under school age; or
  - (ii) 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.

**38.7 *TransGrid to Consider***

TransGrid shall consider a request made under clause 38.6 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.

**38.8 *Request and Decision in Writing***

The employee's request and TransGrid's decision made under 38.6 and 38.7 must be recorded in writing. If the employee's request is refused, the reasons for that refusal must also be given in writing.

**38.9** Where an employee wishes to make a request under 38.6(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 38.6(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.

**38.10 *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.

38.11 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.

38.12 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.

38.13 *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.

38.14 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.

38.15 *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**

39.1 *Union Delegates Charter*

- (a) TransGrid shall be able to:
  - (i) Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
  - (ii) Be given reasonable notice by Delegates that they intend to carry out their Union duties.
  - (iii) 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).
  - (iv) Expect that Union Delegates will carry out their Union duties in an appropriate manner and follow acceptable levels of behaviour in accordance with the organisations values and policies.
  - (v) 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.

- (vi) Be notified as soon as possible by an authorised Union Official of all Union Delegates elected/appointed (as per the appropriate Union rules)
- (b) Union Delegates shall be able to:
  - (i) 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.
  - (ii) After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
  - (iii) Have access to Union officials as required within operational hours and on business premises as required for the purposes of Union business.
  - (iv) Be able to represent employees or request a Union official to represent the employee.
  - (v) 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
  - (vi) 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 Employee Relations.
  - (vii) 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.
  - (viii) Union Delegates will be provided with appropriate access to facilities or resources to allow them to carry out their union activities or responsibilities.
  - (ix) 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.

- (x) 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.
- (xi) 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:

- (a) to be members of a professional body or registered Authority; or
- (b) 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 Skills Development Programs**

- (a) 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.
- (b) All Power Workers and Tradespersons will have an agreed Skills Development Program.

- (c) 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.
- (d) Power Workers and Tradespersons, who are requested by TransGrid to utilise skills which are additional to their individual agreed Skills Development Programs are to be advanced to the Salary Point applicable to the duties. This does not include circumstances involving Acting in Higher Grade or carrying out duties associated with a special project.

**39.5** *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).

**39.6** *Annual Travel Passes*

Employees may request TransGrid to pre-purchase annual rail, bus or ferry passes for daily journeys to and from work.

If approved, TransGrid will pre-purchase annual travel passes on behalf of employees who must agree to repay TransGrid by weekly payroll deductions from their after-tax salary over one year, the cost of the travel pass.

**39.7** *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**

**Representative**

**Date** 30/5/2014

Name: Mark McGrath

Signature:



CFMEU Northern Mining and NSW Energy District.

30/5/2014  
**Date:**

Name:

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)

**Date:**

Name:

Signature:

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

**Date:**

Name:

Signature:

Community and Public Sector Union (CPSU)

**Date:**

Name:

Signature:

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

**Date:**

40 Signatures of Bargaining Representatives

Representative

Date


Name:

Signature:

\_\_\_\_\_  
CFMEU Northern Mining and NSW Energy District.

\_\_\_\_\_  
Date:

Name: PAUL SINCLAIR

Signature: 

26.4.2014  
Date:

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

Date:

Name:

CRAEME KELLY

Signature:



27.5.14

Date:

Australian Municipal, Administrative, Clerical and  
Services Union New South Wales United Services  
Branch (USU/ASU), Level 7, 321 Pitt Street, Sydney NSW 2000

General Secretary of The Union,  
acting as bargaining representative of employees

Name:

Signature:

Community and Public Sector Union (CPSU)

Date:

Name:

Signature:

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

Date:

**TransGrid Employees Agreement 2013**

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**40 Signatures of Bargaining Representatives**

**Representative**

**Date**

Name:

Signature:

CFMBU Northern Mining and NSW Energy District.

Date:

Name:

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)

Date:

Name:

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

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Community and Public Sector Union (CPSU)

Date:

Name:

Signature:

The Association of Professional Engineers, Scientists  
and Managers, Australia, the New South Wales  
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Date:

**40 Signatures of Bargaining Representatives**

**Representative**

**Date**

Name:

Signature:

\_\_\_\_\_  
CFMEU Northern Mining and NSW Energy District.

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Date:

Name:

Signature:

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

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Date:

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

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Date:

Name:

Signature:

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Community and Public Sector Union (CPSU)

\_\_\_\_\_  
Date:

Name: GORDON BRACK (DIRECTOR, NSW)

Signature:

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

28/5/14  
Date:

TransGrid Employees Agreement 2013

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Name: Sarah Conacher

Signature: 

27/5/14  
Date:

Name:

Signature:

Date:

Name:

Signature:

Date:

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Signature:

Date:

TransGrid Employees Agreement 2013

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Name: MONICA LOVERMAN

Signature: 

TransGrid

28/5/14  
Date:

Name:

Signature:

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Date:

## TransGrid Employees Agreement 2013

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Name: *Shodna Bali*

Signature: *Shodna Bali*

*29/5/14*

Date:

Name:

Signature:

Date:

Name:

Signature:

Date:

Name:

Signature:

Date:

**41 Schedule A**

*Averaged Salary under clause 18 of the TransGrid Employee Agreement 2013 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.*

**19. Shift Work**

**19.1 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.

**19.2 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.

**19.3 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.

**19.4 These ordinary hours must be worked during the hours for which the employees are rostered for duty.**

**19.5 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12th and following consecutive shifts. (See 20. Overtime - Shift Work for rates.)**

**Shift Allowance**

**19.6 Shift work may be;**

- (a) *Early Morning Shift* - a shift commencing after 5.00am and before 6.30am



- (b) *Afternoon Shift* - a shift finishing after 6.00pm and at or before midnight
- (c) *Night Shift* - a shift:
  - (i) finishing between midnight and at or before 8:00am; or
  - (ii) commencing between midnight and at or before 5.00am.

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

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

*Early morning* - the greater of 10% of single time for the shift and \$8.30

*Afternoon* - the greater of 20% of single time and \$30.30

*Night* - the greater of 20% of single time and \$30.30.

- 19.8 Shift workers who are engaged on a roster which:

- (a) requires the working of continuous afternoon or night shifts for more than two weeks; and
- (b) works such shifts on other than a public holiday, Saturday or Sunday must be paid the following allowances:

*Continuous Afternoon Shift* - 25% of single time

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

- 19.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in 19. Overtime - Day Work.

- 19.10 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with 19.12

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

#### **Shift Penalty**

- 19.12 *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.

- 19.13 *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:

<i>Shift</i>	<i>Penalty</i>
(a) Saturday - all shifts	50% of single time
(b) Sunday - all shifts	100% of single time.

**19.14** *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.

**Roster Loading**

**19.15** *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.

**19.16** *Roster loading- rates*

The roster loading for ordinary hours actually worked is:

- (a) 4.35% of salary for:
  - (i) employees on 7 day continuous shift work rosters
  - (ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
  - (iii) employees rostered to work continuous afternoon or night shifts
  - (iv) employees working day shift only including a shift on Sundays.
- (b) 2.12% of salary for:
  - (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays

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

**19.17 *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.

**19.18 *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.

**19.19 *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.

**19.20 *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.***

**General**

**19.21 *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.

**19.22 *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 23.8 apply.

**19.23 *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.

**19.24 *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.

**19.25 *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.

**19.26 *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.

**19.27 *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.

**19.28 *Ten hour Break***

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

**19.29 *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.

**19.30 *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.

**19.31 *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.

**19.32 *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.

**19.33 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.

**Handover**

**19.34 *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.

**19.35 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.**

**19.36 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.**

**19.37 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.**

**19.38 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.**

**19.39 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.

**19.40 Overtime shifts are not included in calculating handover time.**

