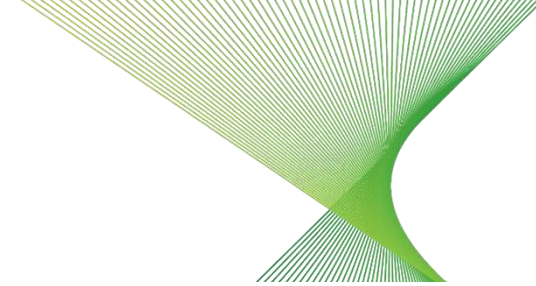


Explanation of the Transgrid Enterprise Agreement 2023 and Associated Matters

July 2024



The purpose of this document is:	This document contains:	Questions and feedback regarding this document can be directed to:
<p>To explain the terms of the proposed Transgrid Enterprise Agreement 2023 ('2023 Agreement') and the effect of those terms to employees covered by the 2023 Agreement.</p> <p>To explain other terms of Transgrid's best and final offer which take effect administratively and sit outside the terms of the Agreement</p>	<p>Details of the following:</p> <ol style="list-style-type: none">1. A summary of the proposed terms of the 2023 Agreement and their effect and, where relevant, an explanation of any change to the Transgrid Enterprise Agreement 2020 ('2020 Agreement') in the 2023 Agreement and its effect.2. A summary of variations to the <i>Electrical Power Industry Award 2020</i> (which is the award which underpins the 2023 Agreement for most employees) since the 2020 Agreement was made and the differences to the relevant terms of the 2023 Agreement.3. A summary of variations to the <i>Miscellaneous Award 2020</i> (which is the other award which underpins the 2023 Agreement for some trainees) since the 2020 Agreement was made and the differences to the relevant terms of the 2023 Agreement	<p>You can learn more about the Transgrid EA 2023 by visiting the Transgrid EA Hub or speaking to your people leader.</p> <p>You can also contact people.hub@transgrid.com.au</p>

1. Introduction

Transgrid has been bargaining for an enterprise agreement to replace the *TransGrid Enterprise Agreement 2020* ('2020 Agreement'). The proposed enterprise agreement is called the *Transgrid Enterprise Agreement 2023* ('2023 Agreement').

Transgrid is now asking employees who will be covered by the 2023 Agreement to approve the agreement by voting on it. You will also receive communications in relation to the details of that vote.

The 2023 Agreement contains some changes from the 2020 Agreement. Along with a summary of the terms of the 2023 Agreement, this document sets out those changes and the effect they have on relevant employees. The 2020 Agreement continues to apply until it is either replaced by a new agreement or terminated in accordance with the *Fair Work Act 2009* (Cth) ('FW Act').

This document also contains:

- a summary of variations to the *Electrical Power Industry Award 2020* (the award which covers most employees covered by the 2020 Agreement and would apply to them if the 2020 Agreement did not apply) since the 2020 Agreement was made and the differences between those provisions and the relevant terms of the 2023 Agreement;
- a summary of variations to the *Miscellaneous Award 2020* (an award which covers trainees covered by the 2020 Agreement and would apply to them if the 2020 Agreement did not apply) since the 2020 Agreement was made and the differences between those provisions and the relevant terms of the 2023 Agreement.

This document is intended to be a summary only, and we encourage you to read the full terms of the 2023 Agreement and to contact [your people leader or the people hub](#) (people.hub@transgrid.com.au) if you have any questions about the terms or effect of the 2023 Agreement. If you need this information presented in a different way or in a different format or language, please contact people.hub@transgrid.com.au.

Finally, there are some matters which are part of Transgrid's offer which do not form part of the Agreement itself. They are described below.

2. Matters not dealt with in the 2023 Agreement

There are some matters which are part of Transgrid's offer which do not form part of the Agreement itself.

In the event of a YES vote on the 2023 Agreement in July 2024, Transgrid will provide:

- a one-off gross \$1,500 cost-of-living payment to all salary point employees and employees on an individual employment agreement, less applicable tax and plus superannuation; and
- back pay (from 1 December 2023) on base salary, field allowance, and general-purpose allowance to all salary point employees.

These matters will be provided administratively. Tax will be deducted from these payments in the usual way.

3. Explanation of the terms and effect of the 2023 Agreement

Clause number	Clause	Explanation and effect of term
1	Title	<ul style="list-style-type: none"> • Amending the name of the Agreement to Transgrid Enterprise Agreement 2023.
2	Parties to the Agreement	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • The 2023 Agreement will cover all employees covered by the classifications contained in clause 12.1. This includes Administrative Officers, Technical Officers, Professional Officers, Operators, Power Workers, Tradespersons, Apprentices and Trainees. Clause 12.1 sets out the definitions of those classifications. • Clause 2.2 of the 2023 Agreement sets out the Unions that are covered by the 2023 Agreement.
3	Application and Operation	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • The 2023 Agreement replaces the provisions of the Transgrid Employees Agreement 2020, and will be read and interpreted in conjunction with the National Employment Standards (NES). Where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of the inconsistency. • The 2023 Agreement will come into operation 7 days after approval by the Fair Work Commission. • The nominal expiry date of the 2023 Agreement is 1 December 2026. • The parties to the 2023 Agreement will commence the process for negotiating a new Agreement no later than 3 months before the nominal expiry date. • Under the 2023 Agreement, employees must use technology and perform duties within the limit of their skills, competence and training; comply with Transgrid's Code of Ethics and Conduct; comply with any lawful and reasonable direction in respect to the performance of their duties; and are committed to the achievement of the objectives of Transgrid's Corporate Plan.
4	Objectives	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • Outlines the objectives under Transgrid's Corporate Plan that enable Transgrid to fulfil its mission to provide safe, reliable and efficient transmission services and be commercially successful.

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5	Consultative Mechanism	<ul style="list-style-type: none"> Clause 5.1 is substantially unchanged from the 2020 Agreement. <p>5.1 Consultation regarding workplace change</p> <ul style="list-style-type: none"> Transgrid is required to notify and consult with employees in accordance with this clause in relation to any plans to introduce a change to production, program, organisation, structure or technology that is likely to have an effect on employees, or a change to their regular roster or ordinary hours of work. <p>5.2 Consultation mechanisms</p> <ul style="list-style-type: none"> The 2023 Agreement updates clause 5.2 to: <ul style="list-style-type: none"> clarify that the parties are committed to consultation and will maintain a two-tiered consultative committee structure for employees comprising of relevant Transgrid management and nominated employee representatives; change the frequency in which the Level 1 Committee meets to quarterly (from 2 monthly) and to clarify that its role considers matters escalated from the Level 2 Committees (in addition to matters of a strategic organisational nature that are likely to impact on employees); and reflect the re-structure of the Level 2 Committees in November 2022 from a regional basis to an occupational basis. The three occupationally based Level 2 Committees are: Asset Facing and Field Operations, Corporate and Enabling Functions and Control Room.
6	Work Health and Safety	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Transgrid is committed to the health and safety of its employees, and ongoing consultation and communication with elected employee health and safety representatives and employees in any workplace change that will affect the health and safety of its employees. This clause outlines steps agreed by parties to the 2023 Agreement to achieve a healthy and safe workplace for employees.
7	Environment	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Transgrid is committed to improve environmental performance through setting targets and regular auditing. This clause outlines that the protection of the environment is the responsibility of all Transgrid employees.
8	No Extra Claims	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. The parties to the 2023 Agreement are not to pursue any additional or extra claims during the term of the 2023 Agreement as defined in clause 3.2.
9	Redundancy	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Transgrid will use its best endeavours where reasonably practicable and subject to suitability, to offer alternative employment within the business prior to making a position redundant. However, where preferred methods of natural attrition, voluntary redeployment

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> and voluntary redundancies have been exhausted or are not suitable in achieving the required employee reduction, involuntary redundancies may be implemented. <p>9.1 Circumstances where a redundancy may arise</p> <ul style="list-style-type: none"> Redundancy may arise in circumstances where an employee is terminated because Transgrid has made a decision to cease operations covered by the 2023 Agreement or the job performed by an employee is no longer required, and options for the employee's redeployment have been exhausted. <p>9.2 Circumstances where redundancy will not apply</p> <ul style="list-style-type: none"> This clause outlines the circumstances in which payments and entitlements generally applying to redundancy under the 2023 Agreement will not apply to certain employees. <p>9.3 Redeployment</p> <ul style="list-style-type: none"> Where a position is redundant, an affected employee is eligible for redeployment to a different job in the first instance. This clause sets out the process for redeployment of an employee. <p>9.4 Voluntary redundancy</p> <ul style="list-style-type: none"> This clause sets out the process for voluntary redundancy of an employee. <p>9.5 Involuntary redundancy</p> <ul style="list-style-type: none"> This clause sets out the process for commencing an involuntary redundancy for an employee when the steps for voluntary redundancy have been exhausted. This clause also sets out the payments for a voluntary redundancy or an involuntary redundancy. <p>9.6 Outplacement services</p> <ul style="list-style-type: none"> Transgrid may offer outplacement services to employees who have accepted voluntary redundancy. Outplacement services will be offered to all employees who have been made involuntarily redundant.
10	Individual Flexibility Agreements	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Transgrid and an employee covered by the 2023 Agreement may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of the terms of the 2023 Agreement to meet the genuine needs of the employee. This clause sets out the requirements and process in relation to making an IFA.
11	Salaries and Allowances	<ul style="list-style-type: none"> This clause outlines the Salary Point Rates for the classifications covered by the 2023 Agreement. The 2023 Agreement has been amended to include new weekly Salary Point Rates for each salary point, which are a 5% increase from the previous rates. The 2023 Agreement also includes Salary Rates and allowances for employees (in clauses 11.2, 11.3, 11.4, 11.7 and 32) which are subject to a further increase of:

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> ○ 4.0% payable from the first full pay period on or after 1 December 2024; and ○ 4.0% payable from the first full pay period on or after 1 December 2025. <p>11.1 Employer Contribution to Superannuation</p> <ul style="list-style-type: none"> • The 2023 Agreement increases the employer superannuation contribution from 15.5% under the 2020 Agreement to 16% from the first pay period on or after 1 December 2024, and then from 16% to 16.5% from the first full pay period on or after 1 December 2025. <p>11.2 Field Allowance</p> <ul style="list-style-type: none"> • The 2023 Agreement increases the Field Allowance to \$48.90 per week (from \$46.60 per week). <p>11.3 General Purpose Allowance</p> <ul style="list-style-type: none"> • The 2023 Agreement increases the General Purpose Allowance to \$146.82 per week (from \$139.80 per week). <p>11.4 Special Payments</p> <ul style="list-style-type: none"> • The 2023 Agreement increases special payments for Sydney Office employees required to work away from the Sydney Office for extended periods or the majority of each week to \$57.26 per week (from \$54.50 per week). <p>11.5 All purposes</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. Employees' ordinary weekly salaries shall be paid for all purposes, covering all circumstances where employees' ordinary weekly salary rates are applied. <p>11.6 Salary Sacrifice</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • Outlines process for an employee to elect to sacrifice a portion of the salary payable under clause 11 to additional employer superannuation contributions. This election must be made prior to the commencement of the period of service to which the earnings relate. • In addition, employees may elect to salary sacrifice for non-salary benefits through an approved third party provider of such benefits. Clause outlines how employees who negotiate an individual salary sacrifice arrangement will be required to enter into an agreement with an approved third party. Any individual salary packaging arrangement will result in an employee's gross taxable salary being reduced, and Transgrid must be made aware of the arrangement. <p>11.7 First Aid Allowance</p> <ul style="list-style-type: none"> • The 2023 Agreement increases the First Aid Allowance to \$17.54 per week (or part thereof) (from \$16.70 per week or part thereof). <p>11.8 Rehabilitation Coordinators Allowance</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. Employees nominated to carry out duties of Rehabilitation Coordinator must be paid an allowance of \$60.00 per week, paid for all purposes. <p>11.9 Barehand Work Allowance</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. Transgrid will pay a Bare Hand Work Allowance of \$76.60 per week for Bare Hand live line work based upon the terms outlined in this clause.

Clause number	Clause	Explanation and effect of term
12	Classifications	<ul style="list-style-type: none"> This clause outlines the classification structures and definitions for classifications covered by the Agreement. <p>12.1 Classifications</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. The classifications contained in clause 12.1 include Administrative Officers, Technical Officers, Professional Officers, Operators, Power Workers, Tradespersons, Apprentices and Trainees. <p>12.2 Individual Development Programs</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Transgrid will assist employees to develop their personal level of skills to enable them to choose agreed career paths within the organisation. All Power Workers and Tradespersons will have an agreed Individual Development Program (IDP), and all parties to the 2023 Agreement will aim to develop IDPs for all Power Workers and Tradespersons within 6 months of the parties' acceptance of the 2023 Agreement. <p>12.3 Apprentices, Graduates and Interns</p> <ul style="list-style-type: none"> Parties to the 2023 Agreement are committed to the engagement and promotion of apprentices, graduates and interns. The 2023 Agreement provides that an apprentice who turns 21 years of age during their apprenticeship will be paid a minimum of Salary Point 6 upon their next apprenticeship commencement anniversary date. The salary change will take effect from the first full pay period following that anniversary date.
13	Forms of Employment	<ul style="list-style-type: none"> This clause outlines forms of employment and relevant information (including hours, rates of pay, minimum hours, overtime entitlements and casual conversion) for Full-Time (13.2; 13.5), Part-Time (13.3; 13.4), Casual (13.6) and Fixed Term (Temporary) (13.7) employees. <p>13.6.6 Unpaid leave (Casual Employees)</p> <ul style="list-style-type: none"> There is a new clause 13.6.6. It provides casual employees are entitled to 2 days unpaid carer's leave per occasion and 2 days unpaid compassionate leave per occasion, in accordance with the NES. Clause 13.6.6. replaces the previous clauses 13.6.6 and 13.6.7. They provided: <ul style="list-style-type: none"> under clause 13.6.6 of the 2020 Agreement, casual employees were entitled to be unavailable to attend work, or to leave work, upon the death (in Australia) of an immediate family member (defined in clause 28.2 of the 2020 Agreement). Transgrid and the employee would agree on the period for which the employee would be entitled to not be available to attend work, but in the absence of an agreement, the employee was entitled to 48 hours; and under clause 13.6.7 of the 2020 Agreement, casual employees were entitled to be unavailable available to attend work, or to leave work, if they needed to care for an immediate family member (defined in clause 28.2 of the 2020 Agreement) who was sick and required care and support, or required care due to an unexpected emergency or the birth of a child. As with the bereavement leave provisions, the employee would be entitled not to attend work for 48 hours or another period of time as agreed with Transgrid. While the provisions have been removed, this does not result in any substantive change to entitlements. Casual employees remain entitled to take unpaid bereavement and unpaid personal carers leave, as this is provided in the NES.

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> Under the amendments the 2023 Agreement, casual employees may take unpaid leave for compassionate or carer's leave for a period of 2 days per occasion under the NES (see FW Act sections 105-106). The situations in which this unpaid leave may be taken are broader, and include when: <ul style="list-style-type: none"> a member of the employee's immediate family, or member of their household, requires care or support because of a personal illness/injury or unexpected emergency (FW Act section 102); or a member of the employee's immediate family or household contracts a personal illness that poses a serious threat to their life; sustains a personal injury that poses a serious threat to their life; or dies (FW Act section 104); or a child is stillborn, where the child would have been a member of the employee's immediate family or household, if the child had been born alive (FW Act section 104); or the employee, or their spouse or de facto partner, has a miscarriage (FW Act section 104). <p>13.7 Fixed Term (Temporary) Employment</p> <ul style="list-style-type: none"> The effect of this clause is substantially unchanged from the 2020 Agreement. The 2023 Agreement has been amended to include the words 'if permissible by law' in relation to extending certain fixed term arrangements.
14	Alternate forms of engagement	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. <p>14.1 Contracting Out of Work</p> <ul style="list-style-type: none"> The use of contractor services will be discussed under the consultative mechanisms established under the 2023 Agreement before implementation. Transgrid does not intend to use contractors to reduce the utilisation of current permanent employees, but maintains the right to use bona fide contractors in the circumstances outlined in this clause. <p>14.2 Labour Hire / Agency Workers</p> <ul style="list-style-type: none"> Transgrid needs to engage labour hire workers to meet short term business needs from time to time. Under the 2023 Agreement, a short term is a maximum of 12 months. If there is a requirement to extend the arrangement, Transgrid will consult with the relevant parties.
15	Calculation of Service	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Clause 15 sets out principles under the 2023 Agreement for calculating an employee's length of service.
16	Terms of Employment	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. <p>16.1 Payment of salaries</p> <ul style="list-style-type: none"> Outlines how salary is to be paid to employees, including in circumstances of appointment to a field location, Sydney Office pay, payments for salary and leave, and deductions. <p>16.2 Overtime and Shift work</p>

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> Transgrid requires its employees to work reasonable overtime (including Saturdays, Sundays and public holidays) and day or shift work, to meet the needs of the industry. <p>16.3 Wet Weather</p> <ul style="list-style-type: none"> Outlines that no deductions from employees' salaries will be made due to wet weather in certain circumstances. <p>16.4 Termination of service</p> <ul style="list-style-type: none"> This clause outlines circumstances in which an employee's service may be terminated by Transgrid. <p>16.5 Period of notice</p> <ul style="list-style-type: none"> This clause outlines notice requirements for both employees and Transgrid in cases of resignation and termination (except dismissal without notice). <p>16.6 Payment of termination of employment</p> <ul style="list-style-type: none"> This clause requires that Transgrid pay all monies due to a terminated employee no later than 7 days after the day of termination.
17	Hours and Work Patterns – Day Workers	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. <p>17.1 Definition</p> <ul style="list-style-type: none"> Defines day workers as employees who work ordinary hours from Monday to Friday inclusive, and who are not entitled to a paid meal break during ordinary working hours. <p>17.2 Hours of Work</p> <ul style="list-style-type: none"> The ordinary hours of work for a day worker is 35 hours per week, or 70 hours per fortnight (where a nine day fortnight is observed). <p>17.3 Span of Hours</p> <ul style="list-style-type: none"> Outlines the span of ordinary hours for day workers in the Sydney Office and field locations. <p>17.4 Working Arrangements</p> <ul style="list-style-type: none"> Outlines the working arrangements and roster systems for employees in the Sydney Office, Administrative Officers or Professional Officers in Sydney West, and employees in field locations. <p>17.5 Application of the Nine Day Fortnight</p> <ul style="list-style-type: none"> Outlines process for employees who work under a nine day fortnight roster system, including set Rostered Days Off (RDOs) and relevant approvals.
18	Extended Work Pattern Flexibility	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Transgrid may alter the pattern of work for employees, such as compressing timelines and extension of work days. This clause outlines the process and principles for Extended Work Pattern Flexibility arrangements, including any additional time off for affected employees.

Clause number	Clause	Explanation and effect of term
		<p>18.1 Working Away from Headquarters Arrangements</p> <ul style="list-style-type: none"> Where an employee is required to work away from headquarters as part of work carried out under the Extended Work Pattern Flexibility arrangements, Transgrid, in consultation with the Employee, will determine whether clause 33.2 or clause 33.3 will apply. <p>18.2 Obligation to Participate</p> <ul style="list-style-type: none"> To support the work and resource flexibility, Transgrid may require employees to perform their duties across a range of locations within Australia. Transgrid will reconsider the work allocation where personal responsibilities prevent participation in the resource flexibility work pattern. Volunteers will be sought in the first instance.
19	Shift Work	<p>19.1 Annualised Averaged Salary</p> <ul style="list-style-type: none"> Employees appointed to a permanent shift work position in the classifications of Operators or Technical Officers will be paid the applicable salary rate in clause 11 plus an Averaged Salary Percentage. The Averaged Salary Percentage is calculated from the sum of roster loadings, weekend penalties, public holiday penalties and shift allowances in Schedule A to the 2023 Agreement. The Averaged Salary Percentage replaces the individual shift loadings, penalties and allowances that would otherwise apply to shift work in Schedule A. If there are any inconsistencies in the calculations and arrangements contained in Schedule A (clause 41) or any other provisions of this Agreement then the terms of clause 19 prevail. There is a separate work instruction that will be maintained to support understanding of the average salary percentages calculations. The separate work instruction does not form part of the Agreement. Employees who are appointed to act in the capacity of a shift work position shall also be paid on an averaged salary basis as relevant to the 12 hour shift pattern in clause 19.2. Leave in lieu of public holidays will be credited at the rate of eight (8) hours per public holiday worked, in relation to 12 hour shifts. All other leave will be accounted for as 12 hours (unless otherwise determined). Transgrid may develop, propose and – after consultation – introduce a shift pattern or shift arrangement that is not currently provided for in Clause 19.2. <p>19.2 Averaged Salary Percentage</p> <ul style="list-style-type: none"> Sets out the averaged salary percentage calculations for Operators and Technical Officers (12 hour shifts). There will be no 8 hour shifts. In relation to Operators, the following 8 hour shifts have been removed: <ul style="list-style-type: none"> the seven-man 7 x 3 roster; and the six-man 7 x 3 roster. For Operators working a six-person 6 x 2 x 12 hour shift roster, the salary percentage has increased to 43.7% (from 38.6%). There will be no 7 x 2 x 12 hour shift roster.

		<ul style="list-style-type: none"> • The 2023 Agreement has been amended to change the reference to 'six-man', 'seven-man' etc to 'six-person', 'seven-person' etc. • Note 1 in the 2020 Agreement has been deleted. <p>19.3 Payment of Average Salary</p> <ul style="list-style-type: none"> • Clause 19.3 is substantially unchanged from the 2020 Agreement. • Sets out the circumstances in which the Averaged Salary Percentage will be paid to the relevant employees, including all shifts worked as part of the normal shift roster, all rostered day work, and annual leave. <p>19.4 Circumstances Under which Averaged Salary Will not be paid</p> <ul style="list-style-type: none"> • Clause 19.4 is substantially unchanged from the 2020 Agreement. • Sets out the circumstances in which the Averaged Salary Percentage will not be paid to the relevant employees, including additional shifts (these are to be paid at normal overtime rates), long service leave, and sick leave. <p>19.5 Rosters</p> <ul style="list-style-type: none"> • Clause 19.5 is substantially unchanged from the 2020 Agreement. • Transgrid must consult employees regarding alterations to published rosters.
20	Overtime – Day Work	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement, except for meal allowances on overtime. • Defines overtime as all time worked on Mondays to Fridays before established commencing time; Mondays to Fridays after established finishing time; Saturdays; Sundays; and Public Holidays. • Sets out principles for calculating overtime for day workers and relevant rates. <p>20.1 Minimum payment for non-merging overtime</p>

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> 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 (does not apply to an employee required to standby under clause 32 of the 2023 Agreement). <p>20.2 Cancellation</p> <ul style="list-style-type: none"> If Transgrid cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified in the circumstances outlined in this clause. 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. <p>20.3 Travel associated with merging overtime</p> <ul style="list-style-type: none"> 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. <p>20.4 Travel associated with non-merging overtime</p> <ul style="list-style-type: none"> 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 clause 20.1 of the 2023 Agreement. This clause outlines how employees shall be paid. <p>20.5 10 Hour Break</p> <ul style="list-style-type: none"> Clause outlines circumstances by which employees who work periods of overtime shall observe a break of 10 consecutive hours. <p>20.6 Continuing to work after completing overtime</p> <ul style="list-style-type: none"> 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. <p>20.7 Directed to resume work without a 10 hour break</p> <ul style="list-style-type: none"> Clause outlines requirements where an employee is directed to resume or continue work without a 10 hour break, including payment at double time, and the employee's absence from work until the employee has had a 10 hour break. <p>20.8 Standing-by for overtime</p> <ul style="list-style-type: none"> 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. This does not apply to employees required to standby under clause 32 of the 2023 Agreement. <p>20.9 Employees above salary point 35</p> <ul style="list-style-type: none"> Employees above salary point 35 must not be paid overtime without the Chief Executive Officer's approval. <p>20.10 Meal Allowance on Overtime</p> <ul style="list-style-type: none"> Clause sets out the meal allowances on overtime for day workers, which are increased to reflect the current TD 2024/3 ATO rates.

Clause number	Clause	Explanation and effect of term
21	Overtime – Shift Work	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement, except for meal allowance on overtime. • Overtime for shift workers is all time worked before commencing time or after finishing time of rostered shifts. • Sets out principles for calculating overtime for shift workers and relevant rates. <p>21.1 Time worked during rostered break</p> <ul style="list-style-type: none"> • All time worked during a shift worker's rostered break is paid at the rate of double time. <p>21.2 Time worked on non-working days</p> <ul style="list-style-type: none"> • Outlines circumstances in which shift workers shall be paid at ordinary overtime rates when working on non-working days. <p>21.3 Minimum payment for non-merging overtime</p> <ul style="list-style-type: none"> • 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 (does not apply to an employee required to standby under clause 32 of the 2023 Agreement). <p>21.4 Irregular shift work-merging overtime</p> <ul style="list-style-type: none"> • Outlines circumstances in which employees working irregular shift work must be paid at the rate of double time. <p>21.5 10 and 8 Hour Breaks</p> <ul style="list-style-type: none"> • Outlines circumstances in which employees working periods of overtime are entitled to breaks of 10 consecutive hours or 8 consecutive hours, commencing from the time of return to their normal place of residence. <p>21.6 Directed to resume work without a 10 or 8 hour break</p> <ul style="list-style-type: none"> • Clause outlines requirements where an employee is directed to resume or continue work without a 10 hour or 8 hour break, including payment at double time until released from duty, and the employee's absence from work until the employee has had a 10 hour or 8 hour break. <p>21.7 Time off between shifts</p> <ul style="list-style-type: none"> • An employee's rest period off duty must not be less than 8 consecutive hours for the purpose of changing shift or shift rosters. <p>21.8 Shift workers called out – not on standby</p> <ul style="list-style-type: none"> • Outlines circumstances in which shift workers must be paid at double time for overtime worked after returning home. <p>21.9 Notified of overtime before leaving work</p> <ul style="list-style-type: none"> • Outlines circumstances in which shift workers must be paid at the appropriate overtime rate for any overtime worked if notified before leaving their place of work. <p>21.10 Twelve hour maximum</p> <ul style="list-style-type: none"> • If shift workers have to work overtime for 4 or more days due to a temporary staff shortage, Transgrid may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours. <p>21.11 When overtime is not paid</p> <ul style="list-style-type: none"> • Outlines circumstances in which shift workers are not entitled to be paid overtime rates.

Clause number	Clause	Explanation and effect of term
		<p>21.12 Meal Allowance on Overtime</p> <ul style="list-style-type: none"> Clause sets out the meal allowance on overtime for shift workers, which are increased to reflect the current TD 2024/3 ATO rates.
22	Meal Breaks – Day Work	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. This clause outlines meal break entitlements, including in circumstances of disrupted meal breaks and overtime.
23	Higher Grade Work and Pay	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Employees must carry out work at a higher grade as directed and must be paid in accordance with the provisions of this clause. This clause has been amended in the 2023 Agreement to note that a shift work employee directed to work in a higher grade will be paid the higher rate where they work in that higher grade for 2 consecutive 12 hour shifts. This clause outlines the higher payment, leave and overtime entitlements for employees undertaking periods of higher grade work. Employees must carry out lower graded work that is temporarily required as directed; and be paid not less than their current salary point. If an employee undertakes training for the purpose of gaining experience in a higher graded position, they must not be paid at the higher grade rate in the circumstances outlined in this clause.
24	Clothing and Tools	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Clause outlines circumstances in which Transgrid must issue clothing, disposable overalls or other articles to employees. These are to be worn and used only in the course of duty, and for the purpose for which they are issued. Transgrid may at its own discretion issue tools to employees. Employees are responsible for the proper care of clothing or other articles issued, and the laundering of clothing (except in circumstances outlined in clause 24.3). Employees must return wet weather clothing that is not issued permanently.
25	Annual Leave	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. <p>25.1 Amount of leave</p> <ul style="list-style-type: none"> Outlines an employee's entitlement to annual leave and the relevant accrual rates, accruing progressively during a year of service according to an employee's ordinary hours of work. <p>25.2 Public holidays falling within a period of leave</p> <ul style="list-style-type: none"> Annual leave does not include public holidays. <p>25.3 Rate of pay</p>

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> Annual leave is paid to day workers as full pay, and shift workers in accordance with clause 19 of the 2023 Agreement. <p>25.4 When can leave be taken?; 25.5 Use of annual leave for family care purposes</p> <ul style="list-style-type: none"> Outlines the circumstances in which annual leave can be taken, including for family care purposes. <p>25.6 Termination</p> <ul style="list-style-type: none"> If an employee or Transgrid terminates the employee's services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment, and Transgrid may subtract the amount of overpayment from any money payable to the employee on termination. <p>25.7 Notice of leave</p> <ul style="list-style-type: none"> Employees must give notice that they intend to take annual leave as soon as practicable, and at least one month before leave begins. <p>25.8 Leave on terminating service</p> <ul style="list-style-type: none"> Outlines the annual leave payments that Transgrid must make to an employee whose service is terminated for any reason. <p>25.9 Maximum Annual Leave Accrual</p> <ul style="list-style-type: none"> In deferring annual leave, an employee may not accumulate a balance in excess of 1.5 x 12 month entitlement. This clause outlines exemptions for this maximum, and the responsibilities of Transgrid managers and team leaders in ensuring employees do not exceed the maximum entitlement. <p>25.10 Cashing out of Annual Leave</p> <ul style="list-style-type: none"> Outlines process by which employees may request for a portion of their accrued annual leave to be cashed out, and circumstances by which Transgrid may approve this request.
26	Long Service Leave	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. <p>26.1 Service calculation</p> <ul style="list-style-type: none"> This clause sets out how Transgrid must calculate the amount of long service leave that an employee is entitled to, including considerations of actual service, periods of leave, periods of absence and other considerations. <p>26.2 Accrual</p> <ul style="list-style-type: none"> Outlines long service leave accrual rate for employees and transferred employees. <p>26.3 Payment</p> <ul style="list-style-type: none"> 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. <p>26.4 Taking leave</p> <ul style="list-style-type: none"> Employees may clear long service leave as it becomes due, but if the time of taking the leave would inconvenience Transgrid, it must be postponed to an agreed time.

Clause number	Clause	Explanation and effect of term
		<p>26.5 An employee may take long service leave</p> <ul style="list-style-type: none"> This clause outlines how employees may take long service leave, including on full pay and on half pay (at the discretion of Transgrid). The 2023 Agreement has been amended. An employee may now take long service leave on full pay in periods of four weeks or more, or with the agreement of Transgrid in periods of not less than one day (previously two weeks under the 2020 Agreement). Employees must give Transgrid at least one month's notice before the date they intend to take long service leave. <p>26.6 Public holidays during leave</p> <ul style="list-style-type: none"> This clause notes that long service leave does not include public holidays. <p>26.7 On leaving between 5 and 10 years</p> <ul style="list-style-type: none"> This clause outlines an employee's entitlement to a proportional amount of long service leave after completing at least 5 years' service. <p>26.8 After 10 years</p> <ul style="list-style-type: none"> If an employee has completed at least 10 years' service on the termination of employment, which entitles them to long service leave, Transgrid must pay the employee a cash amount equivalent to any untaken leave.
27	Sick Leave and Accident Pay	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. <p>27 Sick Leave and Accident Pay; 27.1 Care for dependents; 27.2 When will sick leave not be granted?</p> <ul style="list-style-type: none"> Clauses set out circumstances in which employees may be granted sick leave, either with or without pay, and circumstances in which sick leave will not be granted. <p>27.3 Amount of sick leave</p> <ul style="list-style-type: none"> Employees are entitled to 126 hours' sick leave per annum, which accrues progressively during a year of service and is inclusive of the NES entitlement or any other entitlement provided by law. <p>27.4 Calculation of entitlements; 27.5 Calculation of an employee's entitlement</p> <ul style="list-style-type: none"> Outlines how Transgrid is to calculate sick leave entitlements for employees <p>27.6 Maximum period of leave</p> <ul style="list-style-type: none"> The maximum period of continuous paid sick leave is 52 weeks. This clause outlines circumstances in which Transgrid may approve additional sick leave with pay for relevant employees. <p>27.7 Leave to count as service</p> <ul style="list-style-type: none"> Sick leave (with or without pay), or leave on accident pay (approved by Transgrid), counts as service. <p>27.8 Retirement – ill health; 27.9 Retirement and sick leave</p> <ul style="list-style-type: none"> Outlines circumstances in which Transgrid may retire employees on account of ill-health, and the processes to be followed when employees are retired because of ill health.

Clause number	Clause	Explanation and effect of term
		<p>27.10 Sickness during long service leave and annual leave</p> <ul style="list-style-type: none"> If employees are personally ill/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 in accordance with this clause. <p>27.11 Public holidays during sick leave</p> <ul style="list-style-type: none"> Outlines circumstances in which public holidays will or will not be counted as sick leave for employees. <p>27.12 Infectious diseases</p> <ul style="list-style-type: none"> Outlines how employees may elect to treat absences due to infectious diseases in accordance with this clause. <p>27.13 Accident pay</p> <ul style="list-style-type: none"> Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid. Employees may be granted accident pay for a maximum period of 52 weeks if they satisfy the requirements in this clause. <p>27.14 Regulations; 27.15 Medical examination</p> <ul style="list-style-type: none"> Outlines how employees must claim sick leave or accident pay on the appropriate forms and systems, and be medically examined where required by Transgrid. <p>27.16 Absence of more than 3 days; 27.17 Absences of three days of less</p> <ul style="list-style-type: none"> 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. 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. A statutory declaration may be provided for periods of absence of three days or less. Clause 27.16 outlines processes to be followed by employees who are unable to obtain the required evidence. <p>27.18 Disputed Medical Certificate</p> <ul style="list-style-type: none"> This clause outlines the process to be followed by Transgrid and a relevant employee where Transgrid disputes a medical certificate.
28	Leave for Family Care	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Outlines the circumstances (including eligibility) and process by which an employee may apply for sick leave with pay, annual leave or personal leave without pay in order to provide care and support for persons who require care due to illness or unexpected emergency. This clause also provides for 'make-up time' and time off for additional time worked, if approved by Transgrid, for employees who are required to take time-off during ordinary hours for the purposes of family care.
29	Community Leave	<ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement.

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> • Outlines circumstances in which employees may be entitled to Community Leave and the relevant processes and payments, including jury service, voluntary emergency management activities, military leave, donating whole blood, donating blood products and donating stem cells and/or bone marrow.
30	Bereavement / Compassionate Leave	<p>30.1 Entitlement</p> <ul style="list-style-type: none"> • This clause has been amended under the 2023 Agreement. Full and part time employees are now entitled to 3 (increased from 2) days paid bereavement/compassionate leave for each occasion specified under this clause. • The occasions in which employees may apply for bereavement/compassionate leave are in accordance with the NES (see FW Act section 104) (which are broader than the 2020 Agreement), and now include: <ul style="list-style-type: none"> ○ where a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to their life; or ○ where a member of the employee's immediate family or household or sustains a personal injury that poses a serious threat to their life; or ○ where a member of the employee's immediate family or household dies; or ○ where a child is stillborn, where the child would have been a member of the employee's immediate family or household, if the child had been born alive; or ○ where the employee, or their spouse or de facto partner, has a miscarriage (as defined by the FW Act). <p>30.2 Notify</p> <ul style="list-style-type: none"> • The employee must notify Transgrid as soon as practicable of the intention to take bereavement/compassionate leave and provide proof of the illness/injury/death as required.
31	Leave for matters arising from Family and Domestic Violence	<p>31.1 Definition</p> <ul style="list-style-type: none"> • The 2023 Agreement has expanded the definition of Family and Domestic Violence to include violent, threatening or other abusive behaviour by a close relative of an employee, a member of the employee's household, or a current or former intimate partner of an employee that seeks to coerce or control the employee, and causes the employee harm or fear. • The 2023 Agreement defines 'close relative' as a member of the employee's immediate family, or a relative according to Aboriginal and Torres Strait Islander kinship rules. <p>31.2 Entitlement</p> <ul style="list-style-type: none"> • Under this clause, Transgrid employees are entitled to up to 10 days paid special leave per annum to attend to matters arising from Family and Domestic Violence situations. • If this entitlement is exhausted, employees may choose to access any accrued sick leave or other forms of leave. • The updated drafting of the 2023 Agreement now requires that Transgrid will require evidence that would satisfy a reasonable person that leave is to be taken to deal with the impact of domestic violence, and outlines the proof that may be required to satisfy this requirement. In the 2020 Agreement, Transgrid had to be satisfied on reasonable grounds that domestic violence had occurred for an employee to access this leave.

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> Personal information concerning domestic violence will be kept confidential by Transgrid, and Transgrid may facilitate flexible working arrangements for affected employees where appropriate.
32	Standby and "On Call"	<p>32 Standby and "On Call"; 32.1 Standby work includes; 32.2 Work not included</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement, except for allowance rates. Employees who are required to be available for emergency and/or breakdown work at any time are required to remain in communication (approved employees); and must be paid standby allowance. Under the 2023 Agreement, the standby allowance is increased to \$350.89 (from \$334.20) for a 7 day period, or \$83.55 per day (from \$79.60) for any single day period on a Saturday, Sunday or Public Holiday. This clause outlines the types of work that do and do not fall under 'standby work.' <p>32.3 Public holidays</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Outlines options for employees required to be on standby on a public holiday, including additional annual leave days or additional payment days. <p>32.4 Standby availability</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Outlines availability requirements for employees standing by. <p>32.5 Professional Officers – "on call"</p> <ul style="list-style-type: none"> Under the 2023 Agreement, Professional Officers who are "on call" must be paid an increased allowance of \$350.89 (from \$334.20) for a 7 day period, or \$83.55 per day (from \$79.60) for any single day period on a Saturday, Sunday or Public Holiday. <p>32.6 Payment of overtime worked when called out – day workers; 32.7 Payment of overtime when called out – shift workers</p> <ul style="list-style-type: none"> "Approved" day workers who are called out and required to work overtime must be paid in accordance with clause 20. They must receive a minimum 3 hours pay. "Approved" shift workers who are notified after leave work must be paid in accordance with clause 21 if the overtime commences in accordance with this clause.
33	Working Away from Headquarters	<p>33.1 Overnight absence from home</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Outlines how Transgrid employees may be required to work away from their appointed place of work at a temporary headquarters, and be provided with meals and accommodation by Transgrid if absent from their usual place of residence overnight.

Clause number	Clause	Explanation and effect of term
		<p>33.2 Employees to arrange</p> <ul style="list-style-type: none"> • Outlines how employees will be required to arrange their own temporary accommodation when working away at temporary headquarters, and advise their immediate manager of the standard of accommodation. • This clause has been amended under the 2023 Agreement. Transgrid will now pay the ATO Reasonable Allowance Amounts based on Table 1: Employee's annual salary - \$143,650 (from \$138,790) and below. This reasonable allowance amount will be at the ATO Rate as at the time of approval of the 2023 Agreement, and then amended each year in accordance with the relevant ATO Determination for Table 1 with effect from 1 September (previously 1 December) each year following the ATO adjustment. <p>33.3 Transgrid to provide accommodation and meals</p> <ul style="list-style-type: none"> • Outlines circumstances in which Transgrid may choose to provide employees with actual accommodation and meals for support activities. • Where meals are not provided as part of this clause, the applicable ATO rates will apply for meals. This clause has been amended under the 2023 Agreement so this rate will now be amended each year in accordance with the relevant ATO Determination (Table 1). • Reference to each night's absence has been changed to overnight absence. The reference to interstate and intrastate amounts has been removed, and replaced with the incidental allowance amount of \$23.95, as per Table 1 of the relevant ATO Determination. <p>33.4 Incidental expenses</p> <ul style="list-style-type: none"> • Clause has been amended to refer to additional reimbursements for travel related incidental expenses. • The previous dollar amount of \$20.60 has been amended to \$23.95 to reflect the updated incidental expenditure amount in Table 1 of the ATO Determination. <p>33.5 Requirement to work away</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. No employee can unreasonably refuse a request to work away, provided they have been given reasonable notice. Clause outlines how Transgrid will take employee's family and community circumstances into account, and limitations around time worked away, when requesting workers to work away.
34	Travelling Time and Fares	<ul style="list-style-type: none"> • Clause has been amended to reflect the current ATO rate of \$0.88 cents per km (previously \$0.74 cents per km). • 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. In relation to employee travel, this clause outlines: <ul style="list-style-type: none"> ○ payment and calculation of excess travel time where an employee has overtime that merges with ordinary working hours; ○ payment and calculation of travelling time for employees requested before or after their normal ceasing time to travel and work non-merging overtime; ○ applicable excess fares; ○ payment of higher grade pay; and ○ meal allowances paid in association with travel time.
35	Dispute Procedure	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement.

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> • Outlines the objectives and processes under the dispute resolution procedure, to ensure that employee disputes are resolved at their source and at the lowest possible level, and in a timely manner. • The dispute procedure covers local matters and corporate matters. <p>35.2.1 Claims</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • Claims or issues may be raised by employees and Transgrid. Clause outlines the resolution of issues raised, including utilisation of the Level 1 and Level 2 Committees (see 2023 Agreement clause 5), and discussions with relevant members of Transgrid's Senior Management, Human Resources/Employee Relations and other necessary resources. If the dispute is not resolved after these methods, parties may refer the dispute to the Fair Work Commission. <p>35.2.2 Fair Work Commission</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • The Fair Work Commission may deal with a dispute in 2 stages – firstly through mediation, conciliation or making a recommendation; and as a last resort through arbitration or other binding determination. • The parties may agree that a person other than the Fair Work Commission can deal with a dispute in accordance with section 740 of the FW Act. • Transgrid and employees may choose to appoint another person, organisation or association to represent or support them during this process. <p>35.2.3 Work continuity</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • All work must continue in accordance with the reasonable direction of Transgrid, and the terms of the 2023 Agreement and the FW Act, while the dispute resolution process is taking place. Transgrid will consider the impact of any changes, to ensure they will not prejudice any final outcomes from the dispute process. <p>35.2.4 Disputes formally raised in accordance with previous agreement</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • A matter formally commenced under the 2020 Agreement but not concluded at the time at which the 2023 Agreement commences shall continue to be dealt with in accordance with the relevant provisions that applied under the 2020 Agreement. • For avoidance of doubt, the relevant provisions of the 2020 Agreement are deemed to be provisions of the 2023 Agreement for matters commenced, where there is a decision reserved and for appeals.
36	Public Holidays and Picnic Day	<p>36.1 Public holidays</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. Outlines the days observed as public holidays. <p>36.2 Day worker entitlements</p>

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> • Outlines circumstances where day workers are entitled to public holidays without loss of ordinary pay. The 2023 Agreement specifically includes that this clause does not limit the NES. <p>36.3 Shift worker entitlements</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. Outlines how shift workers are paid for public holidays. <p>36.4 Public holidays during a period of absence</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. Outlines how employees entitled to payment for a public holiday are paid at single time. <p>36.5 Transgrid Union Picnic Day</p> <ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement, except for re-naming the Picnic Day to the Transgrid Union Picnic Day. The clause outlines how the Transgrid Union Picnic Day will be observed. <p>36.6 Substitute public holiday arrangements</p> <ul style="list-style-type: none"> • This is a new clause 36.6 under the 2023 Agreement. • Outlines that, in support of cultural or religious days of significance, employees may substitute Australia Day; Good Friday; Easter Monday or the King's Birthday for a different cultural or religious day of significance. • Under the 2023 Agreement, the effect of the substitute arrangement is for the actual public holiday to be treated as a normal day, and the substitute day to be treated as a public holiday. • The provisions of the clause operate in conjunction with policies and procedures adopted by Transgrid – but those policies and procedures are not incorporated in the 2023 Agreement.
37	Christmas Period Shutdown	<ul style="list-style-type: none"> • Clause is substantially unchanged from the 2020 Agreement. • From 25 December to 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 in accordance with this clause.
38	Parental Leave	<p>38.1 Relevant Legislation; 38.2 Paid Parental Leave; 38.3 Entitlement of Eligible Casual Employees to Unpaid parental leave</p> <ul style="list-style-type: none"> • Clause applies in addition to the provisions in the FW Act. • These clauses have been updated under the 2023 Agreement. An employee is now entitled to 20 weeks (increased from 14 weeks) paid leave, or 40 weeks (increased from 28 weeks) at half pay, less any paid parental leave taken as a secondary carer. This is included in the 12 months parental leave without pay, or 24 months if applicable. • The 2023 Agreement now includes a provision that in the event of still birth as at 20 weeks or more, employees are entitled to up to 20 weeks paid leave (for an employee who was pregnant) or up to 6 weeks paid leave (for a partner). In the event of miscarriage at less than 20 weeks, an employee who was pregnant or a partner is entitled to 2 weeks paid leave (or 4 weeks at half pay). • Clause 38.3 covers the re-engagement of casual employees who are pregnant or have been on parental leave. <p>38.4 Right to Request; 38.5 Transgrid to Consider; 38.6 Request and Decision in Writing</p>

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> The 2023 Agreement covers an employee's right to request an extension of parental leave. Transgrid is required to consider requests made under clause 38.4 having regard to the employee's circumstances and may only refuse the request on reasonable grounds. The request and decision must be made in writing. The 2023 Agreement has inserted the provision that any request made under clause 38.4(a)(ii) is to be dealt with in accordance with clause 76A of the FW Act. <p>38.7 Communication During Parental Leave</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Outlines an employer's obligation to communicate a definite decision to make a significant workplace change to an employee on parental leave. <p>38.8 Pre-adoption Leave; 38.9 Paid Parental Leave for Adopting Parents</p> <ul style="list-style-type: none"> Clauses are substantially unchanged from the 2020 Agreement. Outlines how an employee entitled to unpaid pre-adoption leave under the FW Act is entitled to up to 2 days unpaid pre-adoption leave. Outlines how employees will be provided with paid adoption leave consistent with parental leave provisions in relation to the placement of a child under school age.
39	Miscellaneous	<p>39.1 Union Delegates Charter</p> <ul style="list-style-type: none"> The charter in the 2023 Agreement outlines expectations between Transgrid and Union Delegates, and applies to Transgrid's employees nominated by their respective Union as a delegate. It does not provide Union Organisers with entitlements contrary to the FW Act provisions regarding Right of Entry. Changes have been made to the 2020 Agreement having regard to the recent changes to workplace delegates rights in the FW Act. The substantive changes include: <ul style="list-style-type: none"> recognition that a workplace delegate is entitled to represent the industrial interests of eligible members of the workplace delegate's union, and any other persons eligible to be such members, including in disputes with Transgrid; adding that union delegates are entitled to have reasonable communications (including discussions and emails) with their union, union members or employees eligible to be members, in relation to their industrial interests; clarifying that union delegates are entitled to approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to the member's employment during work hours 'as far as reasonable'; clarifying that union delegates are entitled to have 'reasonable' access to Union officials as required within operational hours and on business premises as required for the purposes of Union business; clarifying that union delegates are entitled to represent an employee 'who the Union is entitled to represent' or request a Union official to represent the employee; clarifying that union delegates are entitled to call 'reasonable' meetings, and that members and eligible members can also attend these meetings; that union delegates are entitled to have protection from 'unlawful' victimisation;

- clarifying that union delegates are entitled to have 'reasonable' access to facilities and/or resources to allow them to carry out their union activities and responsibilities 'in relation to their industrial interests';
- clarifying that that union delegates are entitled to attend 'reasonable' 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 Employment Relations and their relevant Manager;
- adding that union delegates are entitled to have all agreements and arrangements negotiated with Transgrid set out in writing and for these agreements and arrangements, including the 2023 Agreement, to be provided to delegates on request;
- adding that union delegates are entitled to place notices on defined union notice boards, providing that these notices are not defamatory, inappropriate, unlawful or otherwise contrary to Transgrid's values or policies;
- adding that union delegates are entitled to expect that management will allow Union delegates to reasonably carry out their union duties and will not unduly disrupt the work of the Union delegate when engaging on Union business with employees who are members or eligible to be members of the union;
- adding that union delegates are entitled to expect that management will allow reasonable access to the workplace and workplace facilities to represent the industrial interests of members and any other persons eligible to be a member;
- adding that union delegates are entitled to expect that management will carry out their duties in an appropriate manner and follow acceptable levels of behaviour in accordance with Transgrid's values and policies; and
- adding that union delegates shall not be able to claim or be paid overtime for attendance at Delegates meetings – whether organised during normal working hours or otherwise.

39.2 Union Fees

- Clause is substantially unchanged from the 2020 Agreement. Outlines the process for the deduction of union membership fees from the pay of any employee who is a member of a union.

39.3 Engineering Allowance

- There is a new clause 39.3 which replaces the old clause 39.3 in the 2020 Agreement. The new clause 39.3 provides:
 - employees who perform engineering work are entitled to receive an Engineering Allowance of \$38.40 per week to maintain their professional accreditation;
 - to be eligible for the Engineering Allowance, the employee must perform engineering work, have accreditation and full membership as either a chartered member of Engineers Australia (CPEng) or as a Registered Professional Engineer (RPEng); and provide evidence on an annual basis of the engineer's registration to the relevant professional body;
 - the allowance does not apply to employees who are classified under Clause 12 of the Agreement as Administrative Officers, Technical Officers, Operators, Power Workers, Tradesperson, Apprentices, or Trainees.
 - the assessment of whether an employee is performing engineering work is subject to whether the duties, functions or tasks the employee is performing for Transgrid could reasonably be considered engineering work.
 - other employees who are not eligible to receive the Engineering Allowance but who become registered Engineers may claim a one-off reimbursement of up to \$500 for their registration application costs, and reimbursement of 50% of the professional membership of the organisation through which they are registered per calendar year, whilst they maintain their registration (the 2020 Agreement also provided for this entitlement); and
 - employees who are not entitled to receive the Engineering Allowance or who do not become registered engineers and therefore are not entitled to the one-off reimbursement of up to \$500, but who are required by Transgrid or legislation to be members of a professional body or registered authority or to pay other compulsory fees are entitled to have their professional registration costs reimbursed by Transgrid (the 2020 Agreement also provided for this entitlement).
- The main change between the new clause 39.3 in the 2023 Agreement and the former clause 39.3 in the 2020 Agreement is the introduction of the engineering allowance for employees performing engineering work.

Clause number	Clause	Explanation and effect of term
		<p>39.4 Power Workers responsible for a work team</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. 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. <p>39.5 Employee Training and Development</p> <ul style="list-style-type: none"> Clause is substantially unchanged from the 2020 Agreement. Employee Development Plans are to be offered to all employees to assist with training, progression within their current role, and potential progression to other roles within Transgrid.
40	Signatures of Bargaining Representatives	<ul style="list-style-type: none"> Provides a signing clause for all Bargaining Representatives to the 2023 Agreement
41	Schedule A: Salary Packaging – Shift Work	<ul style="list-style-type: none"> Schedule A outlines the general rules governing shift work arrangements. It is subject to the annualised average salary arrangements contained in clause 19. Annualised averaged salary arrangements under clause 19 of the 2023 Agreement is calculated on the shift work provisions and general rules governing shift work arrangements outlined in this schedule. The schedule outlines issues including: <ul style="list-style-type: none"> types of shift work, ordinary hours and shift allowances. Under the 2023 Agreement, the rate for a shift worker who works on a night shift roster has been increased to 22.5% (from 20% in the 2020 Agreement). The 2024 Agreement also sets out the arrangements for 12 hour shift work (41.1); shift penalties (41.2); applicable rates (41.3); roster loading (41.4); payment while at training school (41.5); public holidays (41.6); mutual stand down (41.7); shift work days (41.8); transferring from one system of work to another (41.9); ten hour break requirement (41.10); day workers relieving temporarily on regular or irregular shift work (41.11; 41.12); change of roster or shift (41.13); notice after absence from duty (41.14); and handover (41.15).
42	Schedule B: Individual Employment	<ul style="list-style-type: none"> Schedule is substantially unchanged from the 2020 Agreement, except for some amendments identified below.

Clause number	Clause	Explanation and effect of term
	Agreement – SP30-34	<ul style="list-style-type: none"> This schedule applies to employees employed in roles between Salary Points 30-34 inclusive, except roles worked in accordance with Clause 19 (Shift Work), Clause 21 (Overtime – Shift Work), and Schedule A. <p>42.1 Offer of an Individual Employment Agreement</p> <ul style="list-style-type: none"> Clause outlines how an eligible employee who is paid at or above Salary Point 30 may be offered an Individual Employment Agreement (IEA). An IEA will only come into effect by mutual agreement. An employee has the option of declining an IEA and remaining within the terms and conditions of the 2023 Agreement. Clause 42.1 is amended to provide that an IEA will not be offered to employees who are paid below Salary Point 30. <p>42.2 Reversion</p> <ul style="list-style-type: none"> In the event that Transgrid and an employee agree in writing to an IEA under this schedule, the employee can elect to cancel the IEA and revert back to the terms of the 2023 Agreement, provided the IEA has been in force for at least 3 months and the employee provides a written request to cancel the IEA at least 2 weeks prior to the requested reversion date. The amendments to the 2023 Agreement have removed the requirement that to cancel the IEA, it must not be in force for more than 18 months. Under the 2020 Agreement, in the event that an employee elects to cancel an IEA, the employee would revert to the evaluated Salary Point of the role. Under the 2023 Agreement, the employee is entitled to revert to the evaluated salary point of the role or the salary point the employee was on prior to the IEA coming into effect, whichever is higher. The reversion salary point will be no less than salary point 32 where the employee has been on an IEA for a period of 36 months or more and there are no issues of underperformance in the role. There will be no remuneration adjustment or retrospective payments for any allowances or other penalties that the employee may have otherwise accrued or been paid under the 2023 Agreement during the period in which the IEA was in effect. <p>42.3 Structure and application of the Individual Employment Agreement</p> <ul style="list-style-type: none"> Clause outlines that the total remuneration of an IEA employee (including salary, superannuation and any short term incentive payment) will satisfy certain terms of the 2023 Agreement. Those terms will not apply to an IEA employee. Clause also outlines an IEA employee's ordinary hours of work and review of total remuneration. Transgrid will not use organisational restructures as a mechanism to force an IEA on employees.
43	Schedule C: Individual Employment Agreement – SP35-40	<ul style="list-style-type: none"> Schedule is substantially unchanged from the 2020 Agreement. This schedule applies to employees employed in roles between Salary Points 35-40 inclusive. <p>43.1 Implementation of Individual Employment Agreements</p> <ul style="list-style-type: none"> An employee to whom this Schedule applies will be required to enter into an IEA unless at the time the 2023 Agreement is made, the employee is in a role between SP 35-40 and they are not currently on an IEA. An IEA will be in writing and signed by Transgrid and the relevant employee. An employee who enters into an IEA under this Schedule is not able to cancel or opt-out of that IEA. However, if an employee party to an IEA accepts a new role with Transgrid, the existing IEA will be terminated by Transgrid and the employee will be offered a new IEA. <p>43.2 Structure and application of the Individual Employment Agreement</p> <ul style="list-style-type: none"> Clause outlines that the total remuneration of an IEA employee (including salary, superannuation and any short term incentive payment) will satisfy certain terms of the 2023 Agreement. Those terms will not apply to an IEA employee.

Clause number	Clause	Explanation and effect of term
		<ul style="list-style-type: none"> • Clause also outlines an IEA employee's ordinary hours of work and review of total remuneration. • Transgrid will not use organisational restructures as a mechanism to force an IEA on employees.

Explanation of the differences between the *Transgrid Enterprise Agreement 2023* and variations to the *Electrical Power Industry Award 2020* (since the making of the *TransGrid Enterprise Agreement 2020*)

The *Electrical Power Industry Award 2020* (**Power Award**) is the award which underpins the *Transgrid Enterprise Agreement 2023* (**2023 Agreement**) for most employees.

The below table sets out the differences in entitlements and terms between the 2023 Agreement and variations made to the Power Award (since the making of the *TransGrid Enterprise Agreement 2020* (**2020 Agreement**)).

Power Award clause number	Power Award Clause	Change to Power Award clause since the making of 2020 Agreement	Relevant Clause(s) in 2023 Agreement
Clause 6	Requests for flexible working arrangements	<p>The Power Award has been varied to reflect recent changes to flexible work arrangements in the National Employment Standards (NES) which are contained in the <i>Fair Work Act 2009</i>. The Power Award clause previously contained separate terms relating to flexible working arrangements. The clause now directly incorporates the current NES provisions:</p> <p><i>'Requests for flexible working arrangements are provided for in the NES</i></p> <p><i>NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 29— Dispute resolution and/or under section 65B of the Act.'</i></p>	<p>There is no equivalent clause in relation to requests for flexible work arrangements in the 2023 Agreement. However, Clause 3 of the 2023 Agreement provides that where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of any inconsistency.</p> <p>Clause 35(b) of the 2023 Agreement provides that the dispute resolution process under the 2023 Agreement applies to all matters in relation to the NES (including section 65 (Requests for flexible working arrangements) and section 76 (Extending periods of unpaid parental leave)).</p>

<p>Clause 18</p>	<p>Superannuation</p>	<p>Clause 18.1 has been varied to comply with changes regarding superannuation legislation, in particular, the obligation of employers to check with the Australian Tax Office about whether an employee is an existing member of a stapled superannuation fund, before making contributions to a superannuation fund nominated by the Power Award.</p> <p>The introductory paragraph in clause 18.4 has also been varied to specify that in circumstances where an employer is required to make a superannuation contribution to another superannuation fund under clauses 18.2, 18.3(a) or 18.3(b), they are required to make it to a superannuation fund listed in clause 18.4.</p>	<p>Clause 11.1 of the 2023 Agreement specifies that employer superannuation contribution is made in accordance with the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i>.</p>
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<p>Clause 19.2</p>	<p>Overtime</p>	<p>Clause 19.2 in the Power Award has been varied to include the additional words underlined below:</p> <p><i>'Day workers who work overtime on a Saturday, a Sunday or a public holiday will receive a minimum payment of 3 hours on each occasion. <u>Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period.</u>'</i></p>	<p>Clause 20 of the 2023 Agreement provides:</p> <p><i>"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."</i></p> <p>Clause 20.1 of the 2023 Agreement provides:</p> <p><i>"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."</i></p>
<p>Clause 21.8</p>	<p>Direction to take annual leave during shutdown</p>	<p>The Power Award has been varied to include additional terms relating to directing employees to take annual leave during a temporary shutdown period (as defined). The additional terms include:</p> <ul style="list-style-type: none"> • A requirement for an employer to give 28 days' written notice prior to a temporary shutdown or any shorter period agreed between the employer and the majority of relevant employees. • A requirement for an employer to give written notice of a temporary shutdown period to any employee who is engaged after the notice is given and who will be affected by that period, as soon as reasonably practicable after the employee is engaged. • An employer may direct an employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period. This direction must 	<p>Clause 37 of the 2023 Agreement covers the requirement for employees to take annual leave during the shutdown period. It does not include these additional terms contained in the Power Award.</p>

		<p>be reasonable and in writing. The employee must take the paid annual leave in accordance with this direction.</p> <ul style="list-style-type: none"> • An employer and an employee may agree, in writing, for the employee to take leave without pay during a part of the temporary shutdown period. • An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement with their employer. • In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, to which an entitlement has not been accrued, is to be taken into account. 	
Clause 23	Parental Leave	<p>The Power Award has been varied to include the following Note in relation to parental leave:</p> <p><i>' NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 29—Dispute resolution and/or under section 76B of the Act.'</i></p>	<p>Clause 35(b) of the 2023 Agreement provides that the dispute resolution process under the 2023 Agreement applies to all matters in relation to the NES (including section 65 (Requests for flexible working arrangements) and section 76 (Extending periods of unpaid parental leave)).</p> <p>Clause 3 provides that where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of any inconsistency.</p>
Clause 25	Family and domestic violence leave	<p>The Power Award has been varied to reflect the changes to family and domestic violence leave requirements in the NES. These changes include removing the reference to the leave being 'unpaid' and updating confidentiality requirements for employers.</p>	<p>Clause 31 of the 2023 Agreement covers family and domestic violence leave. This clause has been varied to expand the definitions of 'Family and Domestic Violence' and 'Close Relatives', and to vary the wording regarding the requirements on Transgrid to be satisfied that the</p>

			<p>leave is taken to deal with the impact of domestic violence.</p> <p>The 2020 Agreement already contained an entitlement to paid leave and confidentiality requirements on Transgrid. These terms remain the same in the 2023 Agreement.</p>
Clause 26A	Workplace delegates' rights	A delegates' rights clause has been added to the Power Award, in accordance with a decision of the Fair Work Commission dated 28 June 2024 ([2024] FWC 1699).	Clause 39.1 of the 2023 Agreement deals with delegates' rights. This clause has been drafted having regard to the delegates' rights provisions in the <i>Fair Work Act 2009</i> .
Clause 26.2 (c)	Substitute public holiday arrangements	The Power Award has been varied to allow employees to substitute a public holiday for another day or part-day.	Clause 36.6 of the 2023 Agreement provides for substituting a public holiday for another day. The Agreement does not refer to substituting a 'part-day'.
Clause 29	Dispute Resolution	<p>The Power Award has been varied to include the following Notes in relation to dispute resolution:</p> <p><i>'NOTE 1: In addition to clause 29, a dispute resolution procedure for disputes regarding the NES entitlement to request flexible working arrangements is contained in section 65B of the Act.'</i></p> <p><i>'NOTE 2: In addition to clause 29, a dispute resolution procedure for disputes regarding the NES entitlement to request an extension to unpaid parental leave is contained in section 76B of the Act.'</i></p>	<p>Clause 35(b) of the 2023 Agreement provides that the dispute resolution process under the 2023 Agreement applies to all matters in relation to the NES (including section 65 (Requests for flexible working arrangements) and section 76 (Extending periods of unpaid parental leave)).</p> <p>Clause 3 of the 2023 Agreement provides that where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of any inconsistency.</p>

<p>Clause 15.1 and 17</p>	<p>Minimum rates and Allowances</p>	<p>The minimum rates of pay for all employees, and the following allowances, have been increased in the Power Award since the commencement of 2020 Agreement:</p> <ul style="list-style-type: none"> • Availability allowance • First aid allowance • Power station allowance 	<p>Clauses 11, 20, 21 and 32 of the 2023 Agreement contain minimum rates and certain allowances for Transgrid employees. The allowances in the 2023 Agreement are different to most of the allowances in the Power Award. The allowances in the 2023 Agreement are:</p>
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		<ul style="list-style-type: none"> • Open cut brown coal mine allowance • Briquette factory allowance • Coal handling allowance • Transmission allowance • Expense related allowances (including meal allowance, motor vehicle allowance, and tool allowance) 	<ul style="list-style-type: none"> • Field Allowance (clause 11.2) • General Purpose Allowance (clause 11.3) • Special Payments (clause 11.4) • First Aid Allowance (clause 11.7) • Rehabilitation Coordinators Allowance (clause 11.8) • Barehand Work Allowance (clause 11.9) • Meal Allowances on overtime (clauses 20.10 and 21.12) • Standby Allowance (clause 32) <p>The corresponding minimum rates of pay and the Field Allowance, General Purpose Allowance, Special Payments, Standby Allowance, and Meal Allowance in clauses 11, 20, 21 and 32 of the 2023 Agreement, are greater than the minimum rates of pay and corresponding allowances in the Power Award (should such corresponding allowances exist).</p> <p>In the 2023 Agreement, the first aid allowance is \$17.54 per week and 50% above this rate for employees who are current holders of the Occupational First Aid Certificate (clause 11.7). The first aid allowance in the Power Award 2020 is \$19.63 per week.</p>
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<p>Clause C.1.1</p>	<p>Availability Allowance</p>	<p>The Power Award has been varied to correct an error identified in Schedule C (which contains a summary of monetary allowances):</p> <ul style="list-style-type: none"> • Availability allowance—1 in 5 days <u>weeks</u> or more • Availability allowance—1 in 4 days <u>weeks</u> or less <p>This aligns with clause 17.2 of the Power Award, which provides an entitlement to the Availability Allowance.</p>	<p>Clause 32 of the 2023 Agreement provides for stand-by and on call arrangements where employees are required to make themselves available outside of ordinary working hours on a rostered basis.</p> <p>The standby allowance in Clause 32 is greater than the minimum rate of the corresponding allowance in the Power Award.</p>
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<p>Clause C.1.2</p>	<p>Adjustment of wage-related allowances</p>	<p>The Power Award has been varied to include the following provision:</p> <p><i>“The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.”</i></p>	<p>Clause 11 of the 2023 Agreement provides that salary rates and certain allowances will increase by the following percentages during the term of the Agreement:</p> <ul style="list-style-type: none"> • Salary Point Rates] will increase by 5% from the first pay period following a successful ballot of eligible employees (these include an amount in respect of the Annual Leave Special Payment and the Special Payment for Sydney Office employees); • Salary rates and the Field allowance, General Purpose Allowance, Special Payment, First Aid Allowance and the Standby Allowance will be subject to a further increase of: <ul style="list-style-type: none"> ○ 4% payable from the first full pay period on or after 1 December 2024; and ○ 4% payable from the first full pay period on or after 1 December 2025.
<p>Clause 15.3</p>	<p>Junior rates</p>	<p>Clause 15.3 has been varied by changing the words '18 years or under' to 'under 19 years'.</p>	<p>There is no equivalent clause in the 2023 Agreement.</p>

Explanation of the differences between the *Transgrid Enterprise Agreement 2023* and variations to the *Miscellaneous Award 2020* (since the making of the *TransGrid Enterprise Agreement 2020*)

The *Miscellaneous Award 2020* (**Miscellaneous Award**) is the award which underpins the *Transgrid Enterprise Agreement 2023* (**2023 Agreement**) for some trainees.

The below table sets out the differences in entitlements and terms between the 2023 Agreement and variations made to the Miscellaneous Award (since the making of the *TransGrid Enterprise Agreement 2020* (**2020 Agreement**)).

Miscellaneous Award clause number	Miscellaneous Award Clause	Change to Miscellaneous Award clause since the making of 2020 Agreement	Relevant Clause(s) in 2023 Agreement
Clause 6	Requests for flexible working arrangements	<p>The Miscellaneous Award has been varied to reflect recent changes to flexible work arrangements in the National Employment Standards (NES) which are contained in the <i>Fair Work Act 2009</i>. The Miscellaneous Award clause previously contained separate terms relating to flexible working arrangements. The clause now directly incorporates the current NES provisions:</p> <p><i>'Requests for flexible working arrangements are provided for in the NES.'</i></p> <p><i>NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 29— Dispute resolution and/or under section 65B of the Act.'</i></p>	<p>There is no equivalent clause in relation to requests for flexible work arrangements in the 2023 Agreement. However, Clause 3 of the 2023 Agreement provides that where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of any inconsistency.</p> <p>Clause 35(b) of the 2023 Agreement provides that the dispute resolution process under the 2023 Agreement applies to all matters in relation to the NES (including section 65 (Requests for flexible working arrangements) and section 76 (Extending periods of unpaid parental leave)).</p>

Clause 15.4	Junior rates	The Miscellaneous Award has been varied to replace the words '16 years or under' in clause 15.4, with 'Under 16 years'.	There is no equivalent clause in the 2023 Agreement.
Clause 18.1	Superannuation	Clause 18.1 has been amended as follows: ' <i>The NES and Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund.</i> '	Clause 11.1 of the 2023 Agreement specifies that employer superannuation contribution is made in accordance with the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i> .

<p>Clause 21.4</p>	<p>Direction to take annual leave during shutdown</p>	<p>The Miscellaneous Award has been varied to include additional terms relating to directing employees to take annual leave during a temporary shutdown period (as defined). The additional terms include:</p> <ul style="list-style-type: none"> • A requirement for an employer to give one month's written notice prior to a temporary shutdown or any shorter period agreed between the employer and the majority of relevant employees. • A requirement for an employer to give written notice of a temporary shutdown period to any employee who is engaged after the notice is given and who will be affected by that period, as soon as reasonably practicable after the employee is engaged. • An employer may direct an employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period. This direction must be reasonable and in writing. The employee must take the paid annual leave in accordance with this direction. • An employer and an employee may agree, in writing, for the employee to 	<p>Clause 37 of the 2023 Agreement covers the requirement for employees to take annual leave during the shutdown period. It does not include these additional terms contained in the Miscellaneous Award.</p>
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		<p>take leave without pay during a part of the temporary shutdown period.</p> <ul style="list-style-type: none"> • An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement with their employer. • In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, to which an entitlement has not been accrued, is to be taken into account. 	
Clause 23	Parental Leave	<p>The Miscellaneous Award has been varied to include the following Note in relation to parental leave:</p> <p><i>'NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 29— Dispute resolution and/or under section 76B of the Act.'</i></p>	<p>Clause 35(b) of the 2023 Agreement provides that the dispute resolution process under the 2023 Agreement applies to all matters in relation to the NES (including section 65 (Requests for flexible working arrangements) and section 76 (Extending periods of unpaid parental leave)).</p> <p>Clause 3 provides that where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of any inconsistency.</p>
Clause 25	Family and Domestic Violence Leave	<p>The Miscellaneous Award has been varied to reflect the changes to family and domestic violence leave requirements in the NES. These changes include removing the reference to the leave being 'unpaid' and updating confidentiality requirements for employers.</p>	<p>Clause 31 of the 2023 Agreement covers family and domestic violence leave. This clause has been varied to expand the definitions of 'Family and Domestic Violence' and 'Close Relatives', and to vary the wording regarding the requirements on Transgrid to be satisfied that the leave is taken to deal with the impact of domestic violence.</p>

<p>Clause 26A</p>	<p>Workplace delegates' rights</p>	<p>A delegates' rights clause has been added to the Miscellaneous Award 2020, in accordance with a decision of the Fair Work Commission dated 28 June 2024 ([2024] FWC 1699).</p>	<p>Clause 39.1 of the 2023 Agreement deals with delegates' rights. This clause has been drafted having regard to the delegates' rights provisions in the <i>Fair Work Act 2009</i>.</p>
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			The 2020 Agreement already contained an entitlement to paid leave and confidentiality requirements on Transgrid. These terms remain the same in the 2023 Agreement.
Clause 26 and Schedule I	Public Holidays	The Miscellaneous Award has been varied to remove references to part-day public holidays.	Clause 36 of the 2023 Agreement provides for terms relating to public holidays. It also does not refer to a 'part-day' public holiday.
Clause 29	Dispute Resolution	<p>The Miscellaneous Award has been varied to include the following Notes in relation to dispute resolution:</p> <p><i>NOTE 1: In addition to clause 29, a dispute resolution procedure for disputes regarding the NES entitlement to request flexible working arrangements is contained in section 65B of the Act.</i></p> <p><i>NOTE 2: In addition to clause 29, a dispute resolution procedure for disputes regarding the NES entitlement to request an extension to unpaid parental leave is contained in section 76B of the Act.'</i></p>	<p>Clause 35(b) of the 2023 Agreement provides that the dispute resolution process under the 2023 Agreement applies to all matters in relation to the NES (including section 65 (Requests for flexible working arrangements) and section 76 (Extending periods of unpaid parental leave)).</p> <p>Clause 3 of the 2023 Agreement provides that where the NES provides a greater benefit to employees than the 2023 Agreement, the NES provision will apply to the extent of any inconsistency.</p>
Clauses 15 and 17, schedules A-E	Minimum rates and Allowances	<p>The minimum rates of pay for all employees, and the following allowances, have been increased in the Miscellaneous Award since the commencement of the 2020 Agreement:</p> <ul style="list-style-type: none"> • First aid allowance • Leading hand/in charge allowance 	<p>Clauses 11, 20, 21 and 32 in the 2023 Agreement contain minimum rates and certain allowances for Transgrid employees. The allowances in the 2023 Agreement are different to most of the allowances in the Miscellaneous Award. The allowances in the 2023 Agreement are:</p> <ul style="list-style-type: none"> • Field Allowance (clause 11.2)

- Meal allowance
- Vehicle allowance

- General Purpose Allowance (clause 11.3)
- Special Payments (clause 11.4)
- First Aid Allowance (clause 11.7)
- Rehabilitation Coordinators Allowance (clause 11.8)
- Barehand Work Allowance (clause 11.9)
- Meal Allowances on overtime (clauses 20.10 and 21.12)
- Standby Allowance (clause 32)

The corresponding minimum rates of pay and the Field Allowance, General Purpose Allowance, Special Payments, Standby Allowance and Meal Allowance in clauses 11, 20, 21 and 32 of the 2023 Agreement, are greater than the minimum rates of pay and corresponding allowances in the Miscellaneous Award (should such corresponding allowances exist).

In the 2023 Agreement, the first aid allowance is \$17.54 per week and 50% above this rate for employees who are current holders of the Occupational First Aid Certificate (clause 11.7). The first aid allowance in the Miscellaneous Award 2020 is \$20.65 per week.

<p>Clause B.1.2</p>	<p>Automatic adjustment of wage-related allowances</p>	<p>The Miscellaneous Award has been varied to include the following provision:</p> <p><i>“The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.”</i></p>	<p>Clause 11 of the 2023 Agreement provides that salary rates and certain allowances will increase by the following percentages during the term of the Agreement:</p> <ul style="list-style-type: none"> • Salary Point Rates will increase by 5% from the first pay period following a successful ballot of eligible employees (these include an amount in respect of the Annual Leave Special Payment and the Special Payment for Sydney Office employees); • Salary rates and the Field allowance, General Purpose Allowance, Special Payment, First Aid Allowance and the Standby Allowance will be subject to a further increase of: <ul style="list-style-type: none"> ○ 4% payable from the first full pay period on or after 1 December 2024; and ○ 4% payable from the first full pay period on or after 1 December 2025.
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