



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Essential Energy
(AG2026/429)

ESSENTIAL WATER ENTERPRISE AGREEMENT 2025

Water, sewerage and drainage services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 13 APRIL 2026

Application for approval of the Essential Water Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Essential Water Enterprise Agreement 2025 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

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

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

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

[6] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 20 April 2026. The nominal expiry date of the Agreement is 29 October 2028.

[7] The Mining and Energy Union, the Australian Municipal, Administrative, Clerical and Services Union and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union being a bargaining representatives for the Agreement, have given notice to

the Fair Work Commission that they want the Agreement to cover their organisation. In accordance with s 201(2) of the Act, I note that the Agreement covers the Mining and Energy Union, the Australian Municipal, Administrative, Clerical and Services Union and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2026/429

APPLICANT:
Essential Energy

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS – SECTION 190

I, Ross Berry (Head of Water for Essential Energy) give the following undertakings with respect to the Essential Water Enterprise Agreement 2025 ("the Agreement"):

- Essential Energy undertakes that, notwithstanding clause 1.13(1)(c) of the Agreement, any party to a dispute may refer the dispute to the Fair Work Commission for conciliation and/ or arbitration; and
- Essential Energy undertakes that any flexibility arrangement entered into with employees in accordance with clause 3.5 of the Agreement will not result in any of those employees being worse off overall than they would be if the other provisions of the Agreement applied to them.

I have the authority given to me by Essential Energy to provide these undertakings in relation to the application before the Fair Work Commission.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in Matter No AG2026/429.

R Berry

Signature

Date: 31 March 2026

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



Essential Water Enterprise Agreement 2025

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SECTION 1 – ADMINISTRATIVE PROVISIONS

1.1 TITLE

This Enterprise Agreement shall be known as the Essential Water Enterprise Agreement 2025.

1.2 PARTIES

The parties to this Agreement are:

- Essential Energy
- Essential Water employees as defined in Clause 1.3 (Coverage)
- Mining and Energy Union, NSW South Western District (MEU)
- Australian Municipal, Administrative, Clerical & Services Union NSW United Services Branch (USU)
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers Union (AMWU).

1.3 COVERAGE

This Agreement applies to those employees of the Essential Water business unit who's primary place of work is a depot or office located in, or within the geographic region of the Yancowinna County as defined by the Division of Local Government as at March 2016 who are paid a base weekly rate of pay up to and including Pay Point 33 as contained in Section 6 Clause 6.11.1 Table 1 (Essential Water Rates of Pay)

Employees whose base weekly rate of pay is above the equivalent Pay Point 33 will not be covered by the terms of this Agreement and shall instead be in accordance with a Total Remuneration Package (TRP) contract of employment.

Under the terms of this Agreement, Essential Water will not offer Total Remuneration Package (TRP) contracts to any new employees whose base weekly rate of pay is up to and including the equivalent Pay Point 33 as contained in Clause 6.11.1 Table 1 (Essential Water Rates of Pay).

This Agreement otherwise governs all employment, wages and conditions of the employees to whom this Agreement applies. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

For the avoidance of doubt, this Enterprise Agreement applies to Essential Water employees performing work for an unregulated subsidiary of Essential Energy.

1.4 EXCLUSION FROM COVERAGE

This Agreement operates to the exclusion of and supersedes or replaces the following Awards and Agreements in their entirety:

- Water Industry Award 2020
- Electrical Power Industry Award 2020
- Country Water Far West Enterprise Agreement 2010
- Country Energy Managers & Specialists Agreement 2006
- Essential Energy Enterprise Agreement 2011
- Essential Energy Far West Electricity Enterprise Agreement 2011
- Essential Water Enterprise Agreement 2011

- Essential Energy Enterprise Agreement 2018
- Essential Energy Far West Electricity Enterprise Agreement 2018
- Essential Energy Enterprise Agreement 2021
- Essential Energy Far West Electricity Enterprise Agreement 2021
- Essential Water Enterprise Agreement 2016
- Essential Water Enterprise Agreement 2019
- Essential Energy Far West Electricity Enterprise Agreement 2024
- Essential Water Enterprise Agreement 2022

1.5 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the first full pay period beginning seven (7) days after the Fair Work Commission approves the enterprise agreement and will nominally expire on 29 October 2028.

1.6 OBJECTIVES

The agreed objectives of this Agreement are:

- Demonstrated high value commitment to Occupational Health and Safety from Essential Water employees.
- Achievement of Essential Water's corporate business objectives and strategies.
- Delivery of quality customer service and continuous improvement programs.
- Development of the highest quality training, career opportunities and occupational health and safety programs and policies.
- Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives.
- To provide terms and conditions of employment in conjunction with operational policies and procedures.

1.7 FUTURE NEGOTIATIONS

At least three (3) months before the nominal expiry of this Agreement the parties will commence negotiations for a replacement Enterprise Agreement.

1.8 DEFINITIONS

Act means the Fair Work Act 2009.

Agreement means the Essential Water Enterprise Agreement 2025.

Casual Employee means an employee who is a Casual Employee as defined under the Act.

Dismissal has the same respective meaning as per section 386 of the Act.

Medical Certificate means a certificate signed by a medical practitioner as defined in the *Fair Work Act 2009 (Cth)*.

NES means the National Employment Standards as defined under s 61(3) of the Act.

Essential Water means the operating division within Essential Energy providing water supply services.

Representative means a person appointed by an employee for purposes of consultation. This includes an elected employee representative or a representative from an employee organisation.

Shift Worker for the purposes of this Agreement and the NES means an employee required to perform regular rostered shift work.

1.9 SAFETY

The health, safety and wellbeing of Essential Water employees are of paramount importance. Essential Energy's Health and Safety Policy embodies the following commitments to employee safety:

- a) To ensure the safety of all employees Essential Water will provide a safe working environment in accordance with relevant Work, Health and Safety legislation.
- b) All employees will work in a safe manner as required under the Work Health and Safety Act 2011 or equivalent legislation and regulations, as varied from time to time.
- c) Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health and safety policies and procedures.

1.10 ANTI-DISCRIMINATION

- a) It is the intention of the parties to seek to prevent and eliminate discrimination on the grounds of race, sex, colour, age, marital status, family or caring responsibilities, physical or mental disability, sexual orientation, gender identity, breastfeeding, pregnancy, intersex status, religion, political opinion, experiencing family and domestic violence, national extraction or social origin.
- b) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Agreement is not directly or indirectly discriminatory in their effect.
- c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation
 - (ii) offering or providing junior rates of pay to person's under 21 years of age
 - (iii) Any act or practice of a body established to propagate religion which is exempted under Section 56 (d) of the *Anti-Discrimination Act 1977*
 - (iv) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

This Clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this Clause.

1.11 INDIVIDUAL WORKPLACE FLEXIBILITY

1.11.1 Individual Flexibility Arrangement

- a) An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Enterprise Agreement if:
- (i) the arrangement deals with one (1) or more of the following matters:
 - arrangements about start and/or finish times where requested by an employee and mutually agreed with the employee's immediate supervisor
 - the taking of accumulated rostered days off
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

1.11.2 Requests for Flexible Working Arrangements

Employee may request change in working arrangements

(1) If:

- (a) Any of the circumstances referred to in subsection (1A) apply to an employee; and
- (b) The employee would like to change his or her working arrangements because of those circumstances;

then the employee may request the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work. This includes an employee requesting an exemption from working away from home for a limited or permanent period.

(1A) The following are the circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family;
- (g) the employee is experiencing personal health or relationship issues.

(1B) To avoid doubt, and without limiting subsection (1), an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

(2) The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee, the employee:

- (i) is, immediately before making the request, a regular casual employee of the employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
- (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(2A) For the purposes of applying paragraph (2)(a) in relation to an employee who has had their employment converted under Division 4A of Part 2-2 of the *Fair Work Act*, any period for which the employee was a regular casual employee of the employer is taken to be continuous service for the purposes of that paragraph.

Formal requirements

- (3) The request must:
 - (a) Be in writing; and
 - (b) Set out details of the change sought and of the reasons for the change

Responding to the request

- (4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (5) The response must:
 - (a) State that the employer grants the request; or
 - (b) If following discussion between the employer and the employee, the employer and the employee agree to a change to the employee's working arrangements that differs from that set out in the request—set out the agreed change; or
 - (c) Subject to subsection (3)—state that the employer refuses the request and include the matters required by subsection (6).
- (6) The employer may refuse the request only if:
 - (a) the employer has:
 - (i) discussed the request with the employee; and
 - (ii) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the circumstances mentioned in subsection (1); and
 - (iii) the employer and the employee have not reached such an agreement; and
 - (iv) the employer has had regard to the consequences of the refusal for the employee; and
 - (v) the refusal is on reasonable business grounds.
- (7) To avoid doubt, subparagraph (6)(a)(ii) does not require the employer to agree to a change to the employee's working arrangements if the employer would have reasonable business grounds for refusing a request for the change.
- (8) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following:

- a) That the new working arrangements requested by the employee would be too costly for the employer;
 - b) That there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - c) That it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - d) That the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - e) That the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service;
 - f) That a request for an exemption from working away from home cannot be accommodated due to a major work related event or other operational circumstances.
- (9) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal, including the employer's particular business grounds for refusing the request and explain how those grounds apply to the request. In addition, the employer must set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the circumstances mentioned in the employee's request for flexible work and that the employer would be willing to make, or state that there are no such changes.

If an employee is not satisfied with the written response received from the employer, the matter may be dealt with in accordance with Clause 1.13 (DISPUTE RESOLUTION PROCEDURE).

1.12 CONSULTATION AND WORKPLACE CHANGE

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

Major Change

- (2) For a major change referred to in paragraph (1)(a):
- a) Essential Water must notify the relevant employees of the decision to introduce the major change; and
 - b) Subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a Representative for the purposes of the procedures in this term.
- (4) If:
- a) A relevant employee appoints, or relevant employees appoint, a Representative for the purposes of consultation; and
 - b) The employee or employees advise Essential Water of the identity of the Representative;

Essential Water must recognise the Representative.

(5) As soon as practicable after making its decision, Essential Water must:

- a) Discuss with the relevant employees:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the employees; and
 - iii) measures Essential Water is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) For the purposes of the discussion – provide, in writing, to the relevant employees:
 - i) all relevant information about the change including the nature of the change proposed; and
 - ii) information about the expected effects of the change on the employees; and
 - iii) any other matters likely to affect the employees.

(6) However, Essential Water is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) Essential Water must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Essential Water, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of Essential Water's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Changes to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- a) Essential Water must notify the relevant employees of the proposed change; and
- b) Subclauses (11) to (15) apply.

(11) The relevant employees may appoint a Representative for the purposes of the procedures in this term.

(12) If:

- a) a relevant employee appoints, or relevant employees appoint, a Representative for the purposes of consultation; and
- b) the employee or employees advise Essential Water of the identity of the Representative;
Essential Water must recognise the Representative.

(13) As soon as practicable after proposing to introduce the change, Essential Water must:

- a) Discuss with the relevant employees the introduction of the change; and
- b) For the purposes of the discussion – provide to the relevant employees:
 - i) All relevant information about the change, including the nature of the change; and
 - ii) Information about what Essential Water reasonably believes will be the effects of the change on the employees; and
 - iii) Information about any other matters that Essential Water reasonably believes are likely to affect the employees; and
- c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, Essential Water is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) Essential Water must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term relevant employees means the employees who may be affected by a change referred to in subclause (1).

1.13 DISPUTE RESOLUTION PROCEDURE

- a) The dispute resolution procedure will be used to deal with all disputes arising out of the employer-employee relationship including a matter arising under this agreement or the National Employment Standards.
- b) An employee may appoint a Representative as defined in Clause 1.8 (DEFINITIONS) in relation to the dispute resolution procedure under this clause.
- c) While a dispute is being dealt with under the dispute resolution procedure work is to continue as normal. The process will not be accompanied by industrial action.
- d) Disputes should, as far as possible, be resolved at their source and at the lowest possible level.
- e) Disputes should remain in the part of the organisation concerned without interference from employees not involved.
- f) While a dispute is being dealt with under the dispute resolution procedure a union may apply to the Fair Work Commission for an interim order imposing the status quo (that is the situation that existed immediately prior to the issue that gave rise to the dispute) for a period of up to 8 weeks after the application for the order or such longer period as the Fair Work Commission may determine. Such an order will only be made if the Fair Work Commission is satisfied that:
 - i) there is an arguable case that the change is not either safe, or legal or fair;
 - ii) the balance of convenience favours the grant of the interim order.

- g) All relevant parties must participate in the dispute resolution procedure to try to resolve the matter quickly and efficiently, and arrange and attend meetings without unnecessary delay. If any party fails to comply with these obligations and an interim order has been made pursuant to paragraph 1(e), another party may apply to the Fair Work Commission for the status quo to be suspended or revoked. The Fair Work Commission is authorised to determine any such application.
- h) If a dispute concerns a workplace change which is urgent in nature, a party may apply to the Fair Work Commission to have the dispute proceed immediately to conciliation and/or arbitration without the need to follow the prior steps in this procedure. The Fair Work Commission is authorised to determine any such application.
- i) All those involved in dealing with a dispute shall adopt an interest-based approach. They shall appreciate the interests and points of view of the other parties, approach discussions in good faith, work co-operatively to try and resolve the matter, and arrange and attend meetings without unnecessary delay.
- j) Essential Water will, where possible, take the needs of employees into account when making decisions.
- k) A dispute:
- (i) that has been agreed between the parties as at the date this Enterprise Agreement is approved; or
 - (ii) which has formally been referred under Tier 2 to the corporate level but has not been resolved; or
 - (iii) has been referred to the Fair Work Commission, or has been subject to conciliation or arbitration before the Fair Work Commission, where a decision has been reserved or is subject to appeal, shall continue to be dealt with in accordance with Clause 1.13 (DISPUTE RESOLUTION PRECEDURE) of the Essential Water Enterprise Agreement 2022, which for the purpose of this sub-clause only, is a provision of this Enterprise Agreement.

(1) **Local Matters**

- a) Tier 1: Resolution of local matters will be sought at their source with the involvement of the following:
- the employee(s) concerned and the union delegate (if requested by the employee(s));
 - the supervisor and manager (if required);
 - the relevant union(s).
- b) Tier 2: If the issue or dispute is not resolved at the local level, it may be referred to the corporate level with involvement of the following:
- the union organiser(s), relevant local delegate and employee(s) concerned if necessary;
 - Executive Manager(s) affected local manager(s), Chief Operations,

People and Safety Officer and General Manager People and Wellbeing
(or its equivalent) .

An independent third party facilitator may be engaged to assist in resolving the issue or dispute, if agreed by all affected parties.

- c) Tier 3: If the issue or dispute remains unresolved, it may be referred to the Fair Work Commission for conciliation and/or arbitration, by either Essential Water and/or the relevant union(s) with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under s.740 of the Fair Work Act 2009.

(2) **Corporate-wide Issues**

- a) Tier 2: Claims or issues may be raised by either:

- Employee(s);
- Relevant Union(s); or
- Essential Water.

Resolution of the issues raised should involve:

- Relevant member(s) of Executive Management and any other necessary resources, and
 - Union organisers and relevant Delegates to ensure input reflects the organisation or the issues raised.
- b) Tier 3: If the issues remain unresolved the matter may be referred to the Fair Work Commission for conciliation and/or arbitration with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under section 740 of the *Fair Work Act 2009*.

(3) **Other Initiatives**

There will be joint training of union delegates and line managers in dispute resolution.

1.14 PAYMENT

- a) Employees shall be paid fortnightly and their pay shall be transferred to each employee's nominated bank, building society or credit Unions account no later than the close of business on the working day prior to pay day for funds to be available on payday.
- b) Essential Water reserves the right to change the day in which payment is made. In this instance, employees would be compensated accordingly. Consultation between the parties would be held prior to any action being undertaken.
- c) Essential Water shall deduct from an employee's pay any amounts, which the employee authorises in writing being contributions or payments for approved purposes.

1.15 DEDUCTION OF UNION MEMBERSHIP FEES

- a) The union shall provide the employer with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.

- b) The union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the employer at least one (1) month in advance of the variation taking effect.
- c) Subject to a) and b) above, the employer shall deduct union weekly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- d) Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to the employee's union membership accounts.
- e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly or monthly basis in line with the relevant employee's pay arrangements.
- f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

1.16 CLASSIFICATION AND RATES OF PAY

- a) An employee's classification shall be that which describes the major and substantial functions and duties in the position occupied.
- b) The corresponding weekly rates of pay in Section 6 Clause 6.11 (Essential Water Rates of Pay) of this Agreement shall apply to employees in their respective classifications.
- c) The rates are inclusive of annual leave loading.

1.17 CALCULATION OF SERVICE

An employee's service with Essential Water for all purposes of this Enterprise Agreement shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Enterprise Agreement shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another.

Periods included:

- a) Service with Essential Water shall include that period with the former previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River County Council, Murray River Electricity, Broken Hill City Council and PcPro.
- b) Employment with a Group Training Company during the term of an Apprenticeship/Traineeship for the period/s hosted by Essential Water or the former electricity distributors as listed above.
- c) Approved periods of leave with pay.
- d) Periods of approved personal leave with pay.
- e) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.

- f) Periods of leave without pay, if specifically approved.
- g) Any absence engaged in Defence Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in Defence Service from and returned directly to the service of Essential Water.
- h) Any temporary employment (e.g. fixed term contract), which is continuous with a period of permanent employment.

1.18 APPOINTMENTS AND PROGRESSION

- a) Appointment to a classification or grade shall be determined by Essential Water.
 - (i) Essential Water shall maintain an agreed job evaluation system to determine the Enterprise Agreement classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
 - (ii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Essential Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- b) Where an employee is not satisfied with a decision relating to appointment or grading, the employee may apply in writing to the authorised person within 28 days for a review of the decision.

1.19 SECURE EMPLOYMENT

1.19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become full-time or part-time employees.

1.19.2 Casual Conversion

Casual Conversion for a Casual Employee shall apply to the extent provided for within provisions set out in Division 4A of the NES under the Act.

1.19.3 Occupational Health and Safety

- a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following: (either directly, or through the agency of the labour hire or contract business)
- (i) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- c) Nothing in this subclause (b) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*, or equivalent legislation.

1.19.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to Clause 1.13 (Dispute Resolution Procedure) of this Agreement.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

1.20 SALARY SACRIFICE

The following employee salary sacrifice options are available in Essential Water:

- a) Employees may elect to receive superannuation benefits in lieu of a proportion of their Agreement wages. The employee's election to vary this superannuation benefit must be in writing and must occur no more than once per calendar year.
- b) Any additional salary sacrifice option which becomes available during the life of this Agreement that meets ATO guidelines or rulings will be subject to review and agreement of the parties prior to implementation.

1.21 SUPERANNUATION

1.21.1 Additional Superannuation Contribution

- a) At the commencement date of this Agreement, employees covered by the Agreement will receive a 16% employer contribution to superannuation.
- b) On 30 October 2026, the employer contribution to superannuation will increase to 16.5%.

- c) On 30 October 2027 the employer contribution to superannuation will increase to either 17% or 5% above the Superannuation Guarantee (SG) rate applying at the time (whichever rate is higher). For example, if legislative increases result in the SG becoming 13% on 30 October 2026, then staying 5% above this rate would require an employer contribution of 18%.
- d) Essential Water guarantees to maintain an employer contribution of 5% above the legislated SG from 30 October 2027.
- e) Subject to the provision of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into CBUS Super.
- f) An employee may elect in lieu of being paid an amount of Agreement Wages to have an equivalent amount paid by way of superannuation contributions into accordance with the relevant provisions of their scheme to the maximum extent permitted by law.
- g) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the relevant scheme.
- h) The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

1.21.2 Salary Sacrifice To Superannuation

An employee may elect in lieu of being paid an amount of Agreement wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant superannuation legislation. The employee's election to vary their superannuation benefit must be in writing and must occur no more than once per calendar year.

1.22 RECOVERY OF OVERPAYMENTS

- a) An overpayment may occur where an employee receives an amount of money or other payment from Essential Water in circumstances where the employee has no entitlement.
- b) Where an overpayment has been reasonably demonstrated to the employee, Essential Water may recover an overpayment made to an employee by making a deduction (or deductions) from any wages due to be paid to the employee.
- c) Essential Water in consultation and agreement with the employee will develop a reasonable repayment schedule in circumstances where multiple deductions are required to recover the overpayment. Such agreement will not be unreasonably withheld by the employee.
- d) For the avoidance of doubt, any overpayment deduction or repayment schedule made under this Clause 1.22 (Recovery of Overpayments) can only be made in respect to a deduction or repayment from wages and not any other accrued NES entitlement.

SECTION 2 - HOURS OF WORKS PROVISIONS

2.1 HOURS OF WORK

2.1.1 Spread of Ordinary Hours of Work

- a) Essential Water and its employees agree there are three (3) objectives to consider in determining the structure of working hours under this Enterprise Agreement:
- the most effective way of servicing the customer; and
 - the most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.
 - the most efficient production and delivery of the service.
- b) The ordinary hours of work shall be thirty-six (36) hours per week to be worked in eight (8) consecutive hours per day, exclusive of meal breaks, over a nine-day fortnight between the hours of 6.00am and 6.00pm. This spread of hours may be altered by mutual agreement between Essential Water and the employees concerned.
- c) Where agreement is reached between Essential Water and an employee or employees, up to ten (10) ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two (72) in any two-week (2) cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two (72).

2.1.2 Starting and Finishing Times

The starting and finishing times within the spread of hours shall be determined by Essential Water in consultation with the employees concerned.

2.1.3 Ordinary Hours of Work - Day Workers

- a) The fortnightly ordinary hours of work for day workers receiving a RDO shall be seventy two (72) per fortnight, to be worked on nine (9) weekdays at eight (8) hours per day. RDO's are to be staggered so that services are maintained.
- b) Where Essential Water and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty four (144) on nineteen (19) weekdays in any four (4) week cycle.
- c) The fortnightly ordinary hours of work for day workers not receiving a RDO shall be seventy two (72) hours per fortnight worked at 7.2 hours per day worked between 0830 – 1642 hours.
- d) The hours of duty for employees are provided in the Flexible Working Hours Arrangement. The arrangement provides for flexible working hours to meet the operational and client service needs of the work area and the personal needs and interests of employees. It does this by providing flexible starting and finishing times, as well as access to an accrued full day or days off within a work cycle.
- e) An employee who requests to work a thirty six (36) hour, five (5) day week may, with the consent of Essential Water may do so.
- f) Where an employee's rostered day off falls on an Enterprise Agreement holiday, the employee may either take the next working day as a rostered day off or with the consent of Essential Water take another mutually agreed day instead.
- g) Employees at either Essential Water's request or on their own request and with the approval of Essential Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five (5) rostered days off at any one time.

2.1.4 Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for Shift Workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty six (36).

2.1.5 Alternative Arrangements

Essential Water, an employee, or group of employees, may enter into alternative arrangements to those in Clause 2.1.1- 2.1.4 by mutual agreement.

2.1.6 Hours of Work – General

- a) It is a consideration for the ordinary hours of work being thirty six (36) per week that the ordinary hours of work be actual hours worked inclusive of morning tea break.
- b) Crib/lunch breaks for day workers (field) are to be unpaid.
- c) Lunch breaks for administration staff are to be unpaid.

2.1.7 Employee Right to Disconnect

An employee's right to disconnect outside of the employee's working hours will be in accordance with section 333M of the *Fair Work Act 2009 (Cth)*.

2.2 SHIFT WORK

- a) Employees may be required to work a 1, 2 or 3 shift system and shall be paid a shift allowance in accord with the provisions of this Enterprise Agreement.
- b) The ordinary hours of work for Shift Workers is an average of seventy-two (72) hours per fortnight over a roster cycle. Shift Workers may be required to work more than seventy-two (72) hours in any one (1) fortnight, but the total number of ordinary hours worked in a roster cycle must not exceed:
 - (i) the number of fortnights in roster cycle multiplied by seventy-two (72) hours
 - (ii) the number of fortnights in a roster cycle shall not exceed four (4)
- c) Shifts may be:
 - (i) Afternoon Shift - any shift finishing after 1800 and before or at midnight
 - (ii) Night Shift - any shift finishing after midnight and at or before 0800, or commencing between midnight and at or before 0500
 - (iii) Day Shift - standard hours (normally 0755 to 1600)
- d) Employees working shifts (Shift Workers only), as defined in Clause 2.2(c), shall be eligible for the allowances listed below:
 - (i) Afternoon Shift Allowance - employees working the afternoon shift will be paid an allowance,

with pro rata payment for portion of an afternoon shift worked.

- (ii) **Night Shift Allowance** - employees working the night shift will be paid an allowance, with pro rata payment for portion of a night shift worked.

e) **Rostered Shift Workers**

Shift Workers, or employees required to relieve Shift Workers, who perform shift work during their rostered break, shall receive payment at the rate of double time for the work so performed, except where a definite transfer from one roster to another has been arranged.

2.3 QUICK SHIFT

- a) Where an employee is a day worker or Shift Worker and is required to work a Quick Shift (i.e. any two (2) completed shifts within any period of twenty-four (24) hours) the employee, subject to other provisions of this sub clause, shall be paid at double time for the second shift worked.
- b) Any Quick Shift needs to be in compliance with Section 2 Clause 2.4.2 (Sixteen (16) Hour Working Period).
- c) Where a Quick Shift is worked on Monday to Friday inclusive (excluding Public Holidays) the payment of double time shall be made for the second shift only.
- d) Where a Quick Shift is worked on a weekend, Public Holiday or Leisure Day, only the rate prescribed by this clause in respect of such Quick Shift, shall apply, i.e. double time will be the maximum total rate payable for the second shift worked.
- e) The classification of Quick Shift shall not apply by reason of; either
 - (i) Normal change of shift, under regular Shift Worker routine;
 - (ii) Change of shift by employee request.
- f) The operation of this clause shall not be used in contravention of the operation of Section 2 Clause 2.4.2 (Sixteen (16) Hour Working Period).

2.4 OVERTIME

2.4.1 Requirement/Authorisation to work Reasonable Overtime

Overtime shall be a condition of employment that employees shall work reasonable overtime to meet the needs to Essential Eater. Other than in exceptional circumstances, overtime will only be worked with prior approval.

2.4.2 Sixteen (16) Hour Working Period

An employee will not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period. The twenty four (24) hour period will be calculated from the completion of any continuous break of eight (8) hours or more.

2.4.3 Payment For Overtime or Work On A Holiday

Other than in exceptional circumstances, overtime will only be worked with prior approval. An employee required to perform work in excess of the usual ordinary working hours, or outside the usual working hours will be paid at double ordinary time rate of pay.

An employee who works on a public holiday shall be paid as follows:

- a) Any time worked between the usual commencing and usual ceasing time, at double ordinary rate of pay in addition to the employee's ordinary pay for the day.
- b) Any time worked before or after the usual ordinary hours of work, at double ordinary time plus one half the ordinary rate of pay until the employee is released from work.

2.4.4 Time off In Lieu of Payment

An employee may elect, with the consent of Essential Water, to take time off, in ordinary time, in lieu of payment for overtime at a time or times agreed with Essential Water. Time off in lieu shall be on the basis of one (1) hour off for each hour of overtime worked and shall be taken at a mutually agreed time.

2.4.5 Time off in Lieu Options

- a) Overtime worked paid at ordinary hours plus equivalent time off in lieu.
- b) Overtime paid at overtime rates (no time in lieu).
- c) No payment for overtime – equivalent hours at appropriate overtime rate (actual hours worked) in lieu.
- d) Essential Water shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four (4) weeks of accrual, provided Essential Water was responsible for the employee not being able to take the relevant time off.

2.4.6 Standing By

An employee directed to stand-by in readiness to work overtime shall be paid at ordinary time rate of pay from the time of commencement of stand-by until released from the stand-by or until the commencement of overtime. This clause does not apply where the employee is receiving advance notice of scheduled overtime.

2.4.7 Minimum Payment for Recall to Work Overtime

An employee notified at work to commence overtime later than one (1) hour after the usual ceasing time, or earlier than two (2) hours before the usual starting time, or an employee notified after finishing work to work overtime shall be paid a minimum of 3.6 hours pay at overtime rates. However, the minimum payment shall not apply where overtime is continuous, including any meal break, with starting or finishing of the employee's usual working hours.

2.4.8 Transport of Employees

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Essential Water shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

2.4.9 Rostered Shift Workers

Shift Workers or employees required to relieve Shift Workers, who perform shift work during the rostered break, shall receive payment at the rate of double time for work so performed, except where definite transfer from one roster to another has been arranged.

2.5 REST PERIOD AFTER OVERTIME

2.5.1 Rest Periods

- a) Where reasonably practicable, employees shall have at least ten (10) consecutive hours off duty before commencing ordinary time work.
- b) If the period between completion of overtime and the start of ordinary time is less than ten (10) hours, the employee shall have a ten (10) hour rest period without loss of pay for any ordinary hours which fall in the rest period.
- c) An employee, who is required to work without having had a ten (10) hour rest period, shall be entitled to double ordinary time rate of pay until a ten (10) hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
- d) To qualify for rest periods after overtime, the employee is required to work overtime or call out for four (4) hours or more, either continuous or in periods, in the ten (10) hours immediately preceding the employee's usual commencement time on their next standard working day.
- e) Rest periods shall not apply if any employee works overtime for less than four (4) hours.

2.5.2 Deferred Start Time

- a) If overtime is less than four (4) hours, an employee recalled to work overtime in the ten (10) hours immediately preceding their usual commencing time, shall be entitled to defer the usual commencing time by a period equivalent to the overtime actually worked within those ten (10) hours.
- b) An employee, who is required to commence work at the usual commencing time, shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.

2.6 ON CALL

2.6.1 On Call

- a) An employee designated as "on call" shall mean an employee who is required to be available for unplanned, emergency work and/or supply interruption work at all times outside the employee's usual hours of work.
- b) Participation in the On Call Roster shall be open to all employees who possess the relevant qualifications and authorisations required to undertake the role and whose major and substantial functions are relevant to the On Call work they shall be required to perform.
- c) Where an employee who participates in the On Call roster transfers to a position where the major and substantial functions of that position are not relevant to the On Call work, Essential Water may remove the employee from the On Call Roster.

- d) Employees may make themselves available for On Call.
- e) Essential Water will consult with employees in determining an On Call roster.
- f) If insufficient employees have nominated themselves for an adequate On Call roster Essential Water will nominate the employees to be included in the On Call roster.
- g) On Call is not pre-arranged overtime that has been pre-arranged prior to an employee's normal ceasing time.

2.6.2 Emergency and/or Breakdown Work

Emergency and/or breakdown work includes restoring continuity of supply returning to safe operating conditions any plant and equipment, which has failed, or is likely to fail, and/or maintenance work of an urgent nature to avoid interruption to supply. This work includes all aspects of a customer's installation, plant, equipment or appliances, which if not attended to, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

2.6.3 Call Out

A call out shall commence from the time of attending the call, or calls, and will include the time spent on attending the call, for emergency and/or breakdown work, to the time the employee arrives home or other authorised place. A call out also includes work involved on any further calls for service which the employee may receive whilst out on duty or before arrival at home. A call out does not include ordinary working time, which is continuous with a call out.

2.6.4 Availability

An employee On Call shall:

- a) be in the general vicinity of the on call area for which they are responsible and be contactable at all times and respond to call outs without undue delay.
- b) not engage in activity or be committed in a way, which would prevent the employee immediately responding to a call out.

2.6.5 On Call Roster

No employee shall be required to be constantly available beyond four (4) weeks where other employees are available for duty. Where no other employees are available for inclusion in an on call roster, the employee concerned shall have at least one (1) weekend, comprising of two (2) consecutive days off duty in each four (4) weeks without reduction in the availability allowance.

2.6.6 Payment for Call Outs

- a) An On Call employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time worked on each call out.
- b) Minimum Payment

The minimum payment for a call out is 3.6 hours at double ordinary time rate of pay.

c) **Work on Public Holiday**

An employee who is On Call on a public holiday shall be entitled to payment for the holiday plus an additional day off in lieu to be redeemed on a mutually agreed day.

d) **Allowances – General**

(i) **Payment during periods of leave**

Allowances paid under this clause shall continue to be paid to an employee during annual leave, Long Service Leave, personal leave and workers compensation, provided the employee has been On Call or has been acting as a duty officer or officer-in-charge, either constantly or on a roster for at least one (1) month prior to the leave.

(ii) **Other allowances**

Employees On Call shall be entitled to all other allowances prescribed by this agreement as may be applicable.

2.6.7 Rosters

Where an employee works to a roster, the allowance shall be divided by the proportion of the number of week on duty in any rolling period and paid in equal amounts for each week in the period. An employee required to perform extra duty at any time during their usual rostered off period shall receive additional payment for the extra duty in accordance for this clause.

2.6.8 Meal Breaks / Allowances

Meal breaks and meal allowances shall apply (where applicable) to employees engaged in On Call emergency and/breakdown work.

2.6.9 Availability Allowance

- a) A daily allowance will be paid to an On Call employee who is required to standby holding themselves available for duty, and shall be paid whether or not the employees are called into work. An employee will be paid a minimum of 1 hour at the base hourly rate.

Weekday	12 midnight to 8.00 am	1 hour at the base hourly rate
	4.00 pm to 12 midnight	1 hour at the base hourly rate
Public Holiday		8 hours at the base hourly rate
Weekend	Midnight Friday to midnight Sunday	8 hours per day at the base hourly rate

2.7 MEAL TIME AND ALLOWANCES

2.7.1 Meal Breaks

- a) An employee shall not, at any time, be compelled to work for more than five (5) hours without a break for a meal.

- b) Field employees shall be allowed an unbroken meal break of not less than thirty (30) minutes without pay on each ordinary working day. Employees shall be granted a paid ten (10) minute morning tea break taken at the location of the work being undertaken.
- c) The provisions of this sub-clause may be applied to Shift Workers when working on a day shift, which falls within the ordinary hours of work for day workers.
- d) Administration employees shall be allowed a meal break of one (1) hour without pay on each ordinary working day.

2.7.2 Meal Times - Shift Workers

Shift Workers shall be allowed in each ordinary working shift, a meal crib time of thirty (30) minutes.

2.7.3 Meal Times

The times fixed for the taking of meal breaks during an ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Essential Water's business and/or the management and best use of any mealtime facilities and equipment provided.

2.7.4 Working in Usual Break

- a) An employee's usual time for the taking of a meal break may, by mutual agreement, be varied temporarily or shortened in special circumstances rather than on a regular basis.
- b) Where an employee is required to work through their usual meal time an employee shall be paid a Crib Time allowance as prescribed in Section 6 Clause 6.11.2 (Essential Water Allowances) for the period during which the meal break was deferred.

2.7.5 Overtime Meal Breaks

An employee required to work overtime shall have a thirty-minute meal break at the appropriate overtime rate on the following basis:

- a) After one and one half (1.5) hours or more overtime following the employee's usual finishing time. The meal break may be taken by mutual arrangement at the commencement of or during the overtime period.
- b) After which, each additional period of four (4) hours of overtime worked, meal breaks shall be taken during the overtime period by mutual arrangements. An employee shall not be compelled to work overtime for more than five (5) hours without a meal break.
- c) Paid meal breaks are time worked for the purpose of calculating overtime.
- d) Meal breaks may be extended to not more than one (1) hour, provided that any extension beyond thirty minutes shall be taken without pay.
- e) An employee entitled to a meal break shall be paid a meal allowance as set in Section 6 Clause 6.11.2 (Essential Water Allowances) of this Agreement.
- f) An employee who either works two (2) hours or more prior to normal working hours or works overtime which is broken by a period of ordinary working hours or rostered shift, and the overtime in the

aggregate is two hours or more, the employee shall be entitled to a meal allowance as set in Section 6 Clause 6.11.2 (Essential Water Allowances) of this Agreement. This entitlement does not entitle the employee to a meal break.

2.7.6 Shift Work Overtime

Meal breaks during periods of overtime and the payment of meal allowances shall apply to Shift Workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

2.8 TRAVELLING TIME AND FARES

2.8.1 Normal Travel to and From Work

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment. Excess travel is not paid for journeys undertaken during work time.

2.8.2 Additional Travel to and from Work

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal (as defined above) travel time, to attend for work, overtime or employer arranged training will be paid at the appropriate overtime rate.

2.8.3 Travel Time for Training

- a) Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future grading, will be paid at the appropriate overtime rates, or by mutual agreement, be taken as time in lieu.
- b) Where learning and skills development takes place out of hours, employee family commitments will be taken into consideration.
- c) Overtime rates shall apply to all travel for regulatory training and/or assessment that occurs outside normal working hours, except where the training was rescheduled at the request of, or the result of actions of the employee (other than annual leave application received prior to the initial scheduled date for training and/or assessment).

2.8.4 Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work. In Broken Hill, this covers all locations to allow flexibility of employees commencing at other depots.

2.8.5 Payment of Fares

The employee shall be reimbursed for any additional fares, which the employee has reasonably incurred

in respect of a period of additional travel.

2.8.6 Use of Private Vehicle

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office rates.

2.8.7 Reasonable Travel

When calculating travelling time, the most reasonable way and the most expeditious route available will be used.

2.8.8 Travelling in minimum periods

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travelling time when travelling occurred within that minimum period.

2.8.9 On Call excluded

This clause does not apply to travelling in after hours On Call emergency and/or breakdown work.

2.9 SPECIAL ARRANGEMENTS FOR ADMINISTRATION EMPLOYEES - FLEXIBLE WORKING HOURS

- a) This clause applies to permanent full time administration employees only. Temporary and part-time employees are not entitled to this provision.
- b) The span of ordinary hours of work is from 6.30am to 6.30pm Monday to Friday inclusive. All hours worked outside of the spread of ordinary hours will be overtime. Ordinary hours of work will be seventy two (72) hours per fortnight.
- c) Standard core hours of work for administration staff utilising flexitime will be 8.00am to 4.00pm or 9.00am to 5.00pm, with a forty eight (48) minute lunch break taken between 12.00noon and 2.00pm, Monday to Friday inclusive.
- d) Employees may work flexible hours by varying their standard hours; starting and finishing times and lunch breaks within the spread of ordinary hours of work.
- e) Employees who fail to honour the spirit of the Flexible Working Hours provisions shall revert to standard hours.
- f) Flexible working hours will be determined by consultation and agreement between an employee and the employee's supervisor, and will be managed by the employee's supervisor and will be recorded on a time sheet.
- g) Flexible working hours will be reconciled over a period of four weeks, the settlement period, which will correspond with two consecutive pay periods.
- h) Employees who work in excess of the ordinary hours of work may accrue a maximum credit of fifteen (15) hours, and any credit up to the maximum may be carried over from one settlement period to the next. An employee who accrues in excess of the maximum credit of fifteen (15) hours in a settlement

period will be paid overtime rates for those excess hours, in the pay period immediately following that settlement period.

- i) Employees who work less than the ordinary hours of work may accrue a maximum debit of ten (10) hours, and any debit up to the maximum may be carried over from one settlement period to the next. An outstanding debit may be deducted from an employee's entitlements upon termination of employment.

SECTION 3 – EMPLOYMENT PROVISIONS

3.1 TERMS OF EMPLOYMENT

3.1.1 Probationary Periods

- a) Essential Water, when offering employment may include a probationary period of employment of up to three (3) months in the letter of offer of employment. The initial period of probation may be extended by up to a further three (3) months in which case, Essential Water shall give the employee the reasons in writing.
- b) Regular performance reviews should be held with the employee during the probationary period.
- c) Probationary periods for apprentices will be in accordance with relevant State based training legislation.

3.1.2 Termination of Employment

- a) Notice of Termination

Essential Water shall give to an employee and an employee shall give to Essential Water notice of termination of employment of not less than four (4) weeks other than for employees with less than twelve (12) months continuous service who shall be entitled to one (1) weeks' notice of termination. The period of notice may be reduced by mutual agreement.

Where an employee is over 45 years of age and has completed two (2) years' continuous service with Essential Water, an additional week of notice must be given by the employer.

An employee working during notice of termination (notice given by the employer) shall be allowed at least one (1) day off with pay to look for work. Time off shall be convenient to the employee after consultation with Essential Water. Further time off may be granted at the discretion of Essential Water.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Essential Water if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Essential Water shall withhold payment in lieu of notice or part notice from any termination payment due to the employee, exclusive of any payments of entitlements accrued in accordance with the National Employment Standards.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for Casual Employees or temporary employees.

- b) Statement of Employment

Essential Water shall, on request from an employee whose employment has been terminated, give

the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

c) Abandonment of Employment

If an employee is absent without notifying Essential Water for a continuous period of five (5) days (including RDO's) without reasonable cause, they will be considered to have abandoned their employment and this may begin the process by which they be dismissed.

An employee is still entitled to receive payment in lieu of notice if they are considered to have abandoned their employment under this Clause 3.1.2(c).

3.2 TYPES OF EMPLOYMENT

Employees covered by this Agreement will be employed in one of the following categories:

3.2.1 Permanent Full Time Employment

Permanent full time employment covers employees working ordinary hours on a permanent basis.

3.2.2 Permanent Part Time Employment

- a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.
- b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- c) Part time employees shall receive Agreement conditions and payments in respect of annual leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.
- d) Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-six (36) hours per week.
- e) A part-time employee must be rostered or paid for a minimum of 3 consecutive hours on any shift
- f) When a part time employee's nominated day of work falls on a public holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
- g) A part time employee shall be entitled to the overtime provisions of this Agreement, in respect of all hours worked performed outside the span of hours of the employee's agreed hours under Clause 3.2.2(a).
- h) A part time employee may, by agreement, work additional hours at single time up to thirty-six (36) hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours.

3.2.3 Temporary Employment (Fixed Term Employment)

- a) Temporary employment covers employees engaged on a temporary basis and shall not include a

Casual Employee.

- b) A temporary employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either their full time or part time employment under this Agreement.
- c) Temporary appointments may be made for a period of up to 12 months. At the expiration of a temporary appointment period, work requirements shall be reviewed and where Essential Water seeks to extend the temporary appointment, this will occur in consultation with the unions.
- d) Temporary employees will not be eligible to apply for positions internally advertised unless the temporary employee and Essential Water are joint parties to a registered training contract and either;
 - (i) The commencement date for the internally advertised position is after the end date of the registered training contract; or
 - (ii) Approval is given by executive level management or a nominated delegate.
- e) Temporary employment shall not be used as an alternative to full time employment.

3.2.4 Casual Employment

- a) A Casual Employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty (20) per cent with a minimum payment of three (3) hours pay for each start.
- b) A Casual Employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.
- c) The casual loading prescribed is in lieu of the annual leave, personal leave, carer's leave and public holiday entitlements arising under this Agreement however, the loading is not in lieu of entitlements prescribed in Section 4 Clause 4.6 (Long Service Leave).
- d) A Casual Employee shall not be used to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
- e) Clause 1.19.2 (Casual Conversion) of this Agreement deals with casual conversion for eligible Casual Employees.
- f) Casual Employees required to work on a penalty shift or public holiday shall be paid the appropriate penalty in addition to their casual rate of pay.

3.2.5 Apprentices and Trainees

- a) The provisions of this Agreement apply to apprentices and trainees employed by Essential Water, with the exception of requirements of the relevant State based training legislation.
- b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

3.3 PERFORMING ALTERNATIVE WORK

An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.

3.3.1 Acting Higher Grade

- a) An employee who performs, for at least one (1) ordinary working day, the work of another employee which is paid at a higher rate than the employee's position, shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
- b) Where public holiday or group of public holidays occur during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday(s) at the rate for acting in the position where the employee has acted in the higher grade position both the day before and the day after the public holiday.
- c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six (6) months during the twelve (12) month period prior to going on leave or continuously for at least two (2) months immediately preceding the commencement of the leave.
- d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher grade position shall not exceed six (6) months.
- e) For extended periods (greater than two (2) months) of appointment, this arrangement will be formalised and appropriate notification forwarded to payroll.
- f) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

3.4 WORKING AWAY FROM HOME

- a) Employees may be required to work away from home to meet the operational requirements of the employer and the staffing requirements of each job. In determining whether an employee is required by the employer to work away from home, all relevant factors must be taken into account. Those factors include, but are not limited to, the following;
 - (i) Any risk to the employee's health and safety that might be reasonably expected to arise if the employee worked away from home;
 - (ii) The employee's personal circumstances at the particular time of the request (including family responsibilities);
 - (iii) The employee's depot/location of appointment;
 - (iv) The operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work at;
 - (v) Any notice given by the employer of the requirement or request that the employee works away from home;
 - (vi) Any notice given by the employee of the employee's intention to refuse work away from home;
 - (vii) The employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work away from home; and
 - (viii) Whether any of the hours whilst working away from home fall on a public holiday.

- b) An employee may refuse a direction to work away. A refusal to work away from home may be considered reasonable in the following circumstances:
- (i) If requiring the employee to work away from home would be unreasonable taking into consideration all relevant factors, which may include any factors set out in clause a); or
 - (ii) If the employee has already spent 30 or more days away from home as a result of Eligible Travel in the calendar year.
- c) An employee will not be required to work away from home for more than 14 consecutive days, unless by written agreement between the employer and the employee.

Expenses while Working Away from Home

- d) Where Essential Water requires employees to travel and work away from home, it should be at no personal monetary expense and/or monetary gain to the employees.
- e) An employee required to remain away overnight shall, except as provided for in paragraph f), g), h) and i) of this Clause, be entitled to:
- (i) Have Essential Water pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Table 1 of the Australian Taxation Office Reasonable Amounts determination for approved travel allowance expenses; or
 - (ii) Have Essential Water arrange and pay for accommodation costs, meals and incidental expenses; or
 - (iii) A lump sum amount for accommodation, meals and incidentals paid beforehand as per Table 1 of the Australian Taxation Office Reasonable Amounts determination.
- f) For Apprentices/Cadets/Trainees attending training, directly in relation to their Training Contract, Essential Water shall provide reasonable accommodation. All meals and incidental expenses will be covered as per Clause e) (i) above.
- g) Where a Corporate Credit Card has been issued to an employee the card shall be used to pay for overnight accommodation. Meals and incidentals can be claimed as a lump sum. Any expenses that cannot be paid for by the card shall be reimbursed on supply of receipts.
- h) Claims for allowances, except incidentals, cannot be made for employees attending internal training sessions, Inductions, conferences and staff development activities where Essential Water has provided reasonable accommodation and meals.
- i) Where crews are organised and sent to other locations in response to major storm / disaster events, Essential Water will arrange, book and pay for accommodation and the employees can then claim meals and incidental expenses as per Table 1 of the Australian Taxation Office Reasonable Amounts determination, for approved travel allowance expenses.
- j) Reasonable accommodation, for the purposes of this clause, will be of at least three (3) star standard, where possible.

Family Recovery Leave

- k) If time spent working away from home requires the employee to be absent overnight from their usual place of residence, they will be entitled to Family Recovery Leave (FRL) on the following

conditions:

- (i) Once an employee has reached thirty (30) nights of Eligible Travel in the calendar year, the employee will be entitled to one (1) hour of FRL for each subsequent overnight absence from their usual place of residence;
- (ii) FRL will be provided in hours as time in lieu, and can be taken on a per hour basis subject to meeting the requirements of (vi) and (vii) below;
- (iii) No more than 36 hours of FRL can be accrued at any point in time;
- (iv) FRL cannot be cashed out and is not paid out at time of exit including resignation, termination, redundancy or any other reason for leaving Essential Water;
- (v) FRL is only applicable to travel which is required for the purposes of performing one's duties or as directed by the employer (Eligible Travel);
- (vi) FRL can only be taken as a standalone leave type when the employee's annual leave balance is at or below 8 weeks; and
- (vii) Where the employee's annual leave balance is greater than 8 weeks, for each hour of FRL taken the employee must also take one (1) hour of annual leave to assist in managing excessive leave balances.

Travel not eligible for FRL

- Union conferences
- Professional development
- Networking events
- Travel associated with state training contract learning (trainees, apprentice training etc.)
- Where the employee has chosen to live or move away from their home depot/training centre (up to 100km distance) and the overnight travel is associated with the home depot / training centre location

Eligible Travel

- Regulatory or legislative requirements.
- Directed to travel / Where the employee is directed to travel away to perform their role.

3.5 WORKPLACE FLEXIBILITY

3.5.1 Intention

These flexibility arrangements are to apply to short term arrangements between a group of employees and Essential Water which shall be by mutual agreement. They are not to permanently replace the standard Award conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

3.5.2 Consultation

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

3.5.3 Workplace Flexibility Arrangements

a) Nature of Arrangements

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

- Hours of Work
- Overtime including accrual and cashing in of time in lieu of overtime
- Travel and accommodation expenses

b) Negotiating Workplace Flexibility Arrangements

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local Union Delegate and the employee(s) affected by the arrangement. Discussions should include all relevant details including:

- Nature of work to be performed
- How the work is to be performed
- Who is to perform the work
- When the work is to be done
- The basis on which payment, or otherwise, is to be made; and
- The timeframe the arrangement is to run for.

Essential Water will endeavour to source employees from within the Regions/Depots concerned. When insufficient numbers are available, consultation will occur with the relevant Union/s prior to seeking interest external to the Region/Depots concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

c) Recording the Arrangement

The agreed workplace flexibility arrangement shall be committed to writing.

SECTION 4 – LEAVE AND HOLIDAY PROVISIONS

4.1 ANNUAL LEAVE

4.1.1 Accrual & Taking of Annual Leave

- a) Employees other than casuals, Shift Workers and part time employees accrue five (5) weeks (four (4) weeks annual leave plus one (1) additional week for being geographically based in a Western location (as documented under Clause 1.3 (Coverage), of this Enterprise Agreement) annual leave per annum which accrues progressively throughout an employee's year of service.

- b) All employees on leaving or being discharged from Essential Water's service shall receive payment in lieu of annual leave pro rata according to the amount that would have been payable to the employee had the employee taken that period of leave.
- c) Annual leave entitlements shall be taken as soon as practicable after they fall due, subject to approval and by mutual agreement.
- d) Paid time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- e) Shift Workers shall be entitled to six (6) weeks annual leave.
- f) Employees who relieve employees engaged on regular rostered shift work, shall be entitled to one (1) day additional annual leave for each ten (10) weeks or portion of such ten (10) weeks they so relieved. A week shall mean any single period of seven (7) days.

Payment made under this clause (for Water employees) will be based on the employee's personal average earnings for the preceding year excluding allowances but including overtime.

- g) Annual leave can be taken at Half Pay but only where the employee has a balance of eight (8) weeks or less at the time of commencing the leave.

4.1.2 Cashing Out

- a) An employee may request in writing for annual leave to be cashed out at their ordinary rate of pay that would have been payable to the employee had the employee taken the leave that the employee has forgone, but only in the following circumstances. An employee must have:
 - an annual leave balance of four (4) weeks or more after any cashing out of annual leave;
 - taken four (4) weeks annual leave in the preceding twelve (12) month period prior to making the request
- b) Where an employee meets the above criteria, cashing out is only allowed to the equivalent of half the annual leave balance accrued at the time the employee makes the request.
- c) Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between Essential Water and the employee.

4.1.3 Notice Period

Employees taking their annual leave shall give one (1) months' notice (wherever practicable) prior to date of holidays.

4.2 ADDITIONAL ESSENTIAL WATER HOLIDAY

- a) All permanent full time and part time employees shall be entitled to leave on full pay of one (1) working day falling between Christmas and New Year's Day each year. This day is recognised as being in lieu of local community show days etc. Part-time employees not scheduled to work on the day shall be granted time on a proportional basis.
- b) Where an employee is recalled to work on the Additional Essential Water Holiday, it will be treated the same as working on a public holiday and the provisions of Clause 4.3.3 (Payment for work on a Public

Holiday) will apply instead of subclause a) above.

- c) An employee who is On Call or Standing By over the Christmas / New Year period involving the additional day holiday shall be paid for the day at ordinary time rates plus have an additional day off to be taken on a mutually agreed day.

4.3 PUBLIC HOLIDAYS

4.3.1 Paid Public Holidays

Employees shall be granted the following days as public holidays with pay:

- a) Any day proclaimed as a State-wide public holiday in the location of the Essential Water depot or office.
- b) Union Picnic Day

The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Agreement.

Upon request from Essential Water, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.

- c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.

4.3.2 Alternate Religious Beliefs

- a) In order to recognise genuinely held non-Christian religious beliefs an employee (other than a Casual Employee) may request to substitute Christian-based public holidays for those relevant to the employee's stated religion or culture.
- b) Subject to paragraph d) below, an employee may substitute any of the following public holidays for a different cultural or religious day of significance:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- ANZAC Day
- Christmas Day
- Boxing day
- King's Birthday

- c) The effect of the substitute arrangement is for the public holiday to be treated as a normal working day (and be paid at ordinary rates) and the substitute day to be treated as a public holiday in line with Clause 4.3 (Public Holidays). Only those employees who normally work on the day a public holiday falls will be able to substitute it for another day. The provisions within this clause will operate in conjunction with relevant policies and procedures adopted by Essential Water and varied from time to time.

- d) Essential Water will give genuine consideration to all requests made under this clause. Agreement to substitute a public holiday will not be unreasonably withheld but will be subject to the genuine operational requirements of the business.

4.3.3 Payment for Work on a Public Holiday

- a) An employee, including a Shift Worker, may be asked to work on a public holiday. The employee may be required to do so where the request to work on a public holiday is reasonable and a refusal to do so unreasonable.
- b) An employee, including a Shift Worker:
 - (i) who works on an public holiday, or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.
 - (ii) who works outside of their usual working hours on a public holiday shall be paid at the rate of double time and one half until released. For a Shift Worker this includes overtime which is continuous with the beginning of a public holiday.
 - (iii) who works on an public holiday shall be paid for a minimum of four (4) hours work at, at the appropriate rate, either i) or ii) above;
 - (iv) who works for at least one (1) hour on a public holiday shall have the actual hours worked that day added to their leave balance (up to a maximum of 8 hours), in addition to being paid for those hours under subclause (i). For the avoidance of doubt, this entitlement does not apply to hours worked on a public holiday which are outside the employee's usual working hours, as these hours are already compensated at higher rates under subclause (ii).

4.3.4 Public Holiday for Shift Workers

a) Shift Day Off

If a public holiday occurs on an employee's shift day off under a shift roster system, then the day off must be paid for at ordinary rate or another shift day off allowed.

b) Normal Rostered Shift

A Shift Worker who works the major part of a normal shift or an entire normal shift on an public holiday shall have one (1) day added to their Annual Leave.

4.3.5 Unpaid Cultural Leave

- a) Employees can apply for two (2) days of unpaid cultural leave each year to take part in cultural events or activities (e.g. NAIDOC week).
- b) Essential Water will give genuine consideration to all requests made under clause 4.3.5 (Unpaid Cultural Leave). Agreement to the unpaid cultural leave will not be unreasonably withheld but will be subject to the genuine operational requirements of the business.

4.4 PERSONAL LEAVE

Essential Water operates a debit free personal leave arrangement. In light of the need to manage personal leave absences, the parties recognise that access to personal leave is not an unfettered right.

4.4.1 Managing Personal Leave Absences

An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to personal leave with pay subject to the following:

- a) An employee taking personal leave must notify their immediate supervisor as soon as practicable (which may be a time after the leave has started) of the employee's inability to attend on account of personal illness or injury and the estimated duration of absence.
- b) An employee be required by Essential Water to produce a medical certificates or other satisfactory evidence of their illness or injury where the period of absence is for more than two (2) consecutive working days, or where Essential Water identifies a pattern of absences.
- c) The management of personal leave shall be in accordance with Essential Energy's Personal and Carers Leave Policy (CEOP2000.44) as varied from time to time with consultation, which may include a requirement that the employee undergo personal leave case management.

Where an employee is undergoing Personal Leave Case Management, Essential Water reserves the right to refer the employee to an independent medical practitioner where there is a disputed diagnosis of the employee's medical condition.

- d) Where an employee has a long term illness or injury, which has caused the employee to be absent for more than six (6) months in any twelve (12) month period, Essential Water will consult with the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Essential Water may terminate the employee's service.
- e) At any stage of the management of personal leave the employee may involve their union.

Where Essential Water terminates employment in accordance with this clause, the employee will be paid an amount equivalent to two (2) week's pay for each year of service with Essential Water up to a maximum of twenty six (26) week's pay plus four (4) week's pay in lieu of notice.

4.4.2 Avoidance of Duplicate Benefits

An employee, who has been granted personal leave under this Clause, and who in respect of the same period of personal leave receives compensation under any Act or law, shall reimburse Essential Water from that compensation, any amounts paid as Personal Leave.

4.4.3 Existing Accumulation

- a) Employees shall have their untaken personal/sick leave accumulated preserved in accordance with the following entitlements:
 - BIC Water - calculate the number of sick days accumulated as at date of termination and the number of days accumulated as at 14 February 1993. The maximum number of accumulated days that can be cashed in is the lesser of the two figures.
 - ASU/ MEU - as at 1 November 1997

- b) Any existing balance will remain at the dollar value of the balance as at 30 June 2011.
- c) An employee shall be paid their preserved balance on where an employee's service is terminated for any reason.
- d) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.
- e) Unused preserved personal/sick leave can be accessed by each employee voluntarily. There are to be two (2) access dates per year, spreading over more than one financial year, for the life of this Agreement.

4.4.4 Illness During Long Service Leave

If an employee suffers personal illness or injury for a period of at least five (5) consecutive days whilst on Long Service leave, the employee will be granted personal leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

4.4.5 Illness during Annual Leave

If an employee suffers personal illness or injury whilst on Annual Leave, the employee will be granted personal leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

4.5 CARER'S LEAVE

- a) An employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in paragraph c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause up to ten (10) days carers leave per year, for absences to provide care, for such persons when they are ill. Such leave may be taken for part of one day.
- b) The employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the illness resulting in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- c) The entitlement to use carers leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of their immediate family member or household, because of a personal illness, injury or unexpected emergency affecting the family member.
 - (ii) A member of the employees immediate family means:
 - a spouse or former spouse of the employee;
 - a de facto partner or former de facto partner;

- a child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling; or
 - a child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).
- d) An employee shall, notify their immediate supervisor of the requirement and reason to take leave:
- (i) As soon as practicable (which may be a time after the leave has started); and
 - (ii) Must advise of the period, or expected period of the leave.
- e) An employee may elect with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 4.5 c) (ii) above who is ill or who requires care due to an unexpected emergency.
- f) An employee may elect with the consent of the employer, to take annual leave not exceeding ten (10) days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties, for the purposes of providing care to a class of person set out in subclause 4.5 c) (ii).
- (i) An employee may elect with the employer's agreement to take annual leave at any time within a period of twenty four (24) months from the date at which it falls due.
- g) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- h) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- i) If, having elected to take time as leave, in accordance with subclause 4.5 f) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- j) Where no election is made in accordance with the said subclause 4.5 f) above, the employee shall be paid overtime rates in accordance with the Agreement.
- k) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- l) An employee on shift work may elect, with the consent of the employer, work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- m) Carer's Entitlement for Casual Employees
- (i) Subject to the evidentiary and notice requirements in subclause b) and d) above, Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause c) of this clause who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) The employer and the employee shall agree on the period for which the employee will be

entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion). The Casual Employee is not entitled to any payment for the period of non-attendance.

- (iii) The employer must not fail to re-engage a Casual Employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a Casual Employee are otherwise not affected.

4.6 LONG SERVICE LEAVE

4.6.1 Long Service Leave Entitlement

Essential Water shall grant each employee Long Service Leave on full pay as follows:

Length of Continuous Service	Quantum of Leave
After 10 years	13 weeks
Between 10 and 15 years	1.7 weeks per year
After 15 years	2.7 weeks per year

4.6.2 Accrual of Leave

Long Service Leave shall accrue during a period of continuous service on a pro rata basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

4.6.3 Taking of Leave

The taking of Long Service Leave shall be at the discretion of the employee but at a time convenient to, and by mutual arrangement with Essential Water taking into consideration the employee's role, business rostering requirements, staffing levels and workloads.

Long Service Leave may be taken at full or half pay.

Essential Water will give genuine consideration to all requests for Long Service Leave. Agreement to the taking of Long Service Leave will not be unreasonably withheld, but will be subject to the genuine operational requirements of the business.

4.6.4 Taking Accrued Leave After 7 Years

Before reaching 10 years of continuous service, Long Service Leave is accrued at the rate of 1.3 weeks per year.

Subject to Clause 4.6.3 (Taking of Leave), once an employee reaches 7 years of continuous service, accrued Long Service Leave may subsequently be taken at any time. For the avoidance of doubt, an employee's entitlement to Long Service Leave in accordance with Clause 4.6.1 (Long Service Leave Entitlement) will be reduced by any period of accrued leave already taken.

See clause 4.6.14 (Termination of Employment) for payment on termination after 5 years continuous service.

4.6.5 Fragmented Leave

Long service leave should be taken in one continuous period of leave.

Despite the above, Essential Water and an employee may agree to the employee taking Long Service Leave in two (2) or more separate periods of not less than one (1) day.

4.6.6 Notice of Leave

An employee shall give Essential Water at least one (1) months' notice of the taking of Long Service Leave. However, Essential Water may agree to a shorter period of notice at its discretion, considering the individual circumstances and its operational requirements.

4.6.7 Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- a) For employees employed by Essential Water as at 1 January, 1997 who had been credited for employment with a city, municipality, shire or county district, or local government body or electricity distributor or for employment in New South Wales with any person or corporation which has supplied electricity to the public under franchise Enterprise Agreement in accordance with the New South Wales Local Government Act.
- b) All approved paid leave.
- c) Previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River County Council, Murray River Electricity, BH City Council and PcPro.
- d) Employment as a part-time employee, where employment has been on a continuous basis.

4.6.8 Periods not Included

Periods which shall not be included in the calculation of continuous service are periods of unpaid absences and periods between separate periods of employment with Essential Water except as provided for in Clause 4.6.7 (Continuous Service).

4.6.9 Transfer of credits/Payments

Recognition of previous service as defined in Clause 4.6.7 (Continuous Service) and any consequential transfer of credits or transfer of payments shall be limited to such bodies where there is reciprocal recognition and arrangements for credits of past service with Essential Water.

4.6.10 Discharged Entitlements

Long Service Leave shall be subject to the deduction of any period of long service leave already taken and/or the period of long service represented by any payment in lieu thereof made to the employee upon termination of employment in respect of any service counted in accordance with this clause.

4.6.11 Apprentices/Traineeships

Persons who have completed an apprenticeship/traineeship with Essential Water or third party and who are re-employed by Essential Water within twelve (12) months of completing the apprenticeship shall have the period of the apprenticeship recognised for Long Service Leave purposes.

4.6.12 Payment

a) Allowances

An employee who regularly receives payment of the On Call allowance, shift allowances, and leading hand allowance will receive payment of those allowances during periods of Long Service Leave on the same basis of payment or average payment to the employee in the four week (4) [twelve (12) months for leading hands] period prior to the date of commencement of the leave.

b) Full Pay

During a period of long service leave, an employee shall be paid in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave.

c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

4.6.13 Holidays Excluded

Long Service Leave shall be exclusive of any public holidays which occur during the period of such leave taken. This means an employee will not have their Long Service Leave deducted for public holidays that fall during the period.

4.6.14 Termination of Employment

a) Ten (10) Years

Where an employee has completed at least ten (10) years' continuous service and the employee's employment is terminated for any reason or the employee dies, the employee or the employee's legal representative shall be paid the amount due for the employee's accrued Long Service Leave.

b) Short Service

Where an employee has completed at least five (5) years' service and employment is terminated by Essential Water for any reason other than serious misconduct, or by the employee, Essential Water shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

4.6.15 No Payment in Lieu

An employee shall not be paid in lieu of Long Service Leave except on termination of employment.

4.7 PARENTAL LEAVE

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ of the National Employment Standards (NES) under the *Fair Work Act 2009* (Cth); and the *Paid Parental Leave Act 2010* (Cth).

- a) Paid parental leave is associated with the birth, stillbirth or adoption of a child. An employee, subject to the completion of six (6) months’ continuous service with Essential Water, at the time of the birth, stillbirth or adoption of the child, shall be entitled to:
 - (i) Parental leave with full pay for a period of twenty-six (26) weeks, or, in the alternative, fifty-two (52) weeks at half pay and;
 - (ii) Adoption leave with full pay for a period of twenty-six (26) weeks, or in the alternative, fifty-two (52) weeks at half pay and;
 - (iii) Where an order is made by the Family Court of Australia for Formal Relative and Kinship Care, the employee is entitled to leave with full pay for a period of twelve (12) weeks or, alternatively, twenty-four (24) weeks at half pay. Evidence of statutory care or proof of a court order is required. This does not apply for casual fostering or in circumstances where foster care is a vocation. Employees can only claim placement related leave once in a twenty-four (24) month period.
- b) Parental leave with full pay or half pay needs to be taken within twenty-four (24) months from the date of birth, stillbirth or adoption of the child.
- c) A pregnant employee may commence paid parental leave up to six (6) weeks prior to the expected date of confinement and, where this occurs, the twenty-four (24) month period under subclause b) will commence from that start date.
- d) All other Paid Parental Leave is to commence from the birth or placement of the child.
- e) Parental leave with full pay or half pay needs to be taken in one (1) continuous period or two (2) distinct periods only. If taken in two (2) periods, each period must be a minimum of one (1) week.
- f) During the period of both paid and unpaid parental leave, superannuation contributions will continue to be paid in accordance with Clause 1.21 (Superannuation) of the Enterprise Agreement for a maximum period of 12 months.
- g) Where an employee or the spouse or de-facto spouse of an employee gives birth to a pre-term child (or children in the case of a multiple birth), that is prior to 37 weeks gestation, the employee is entitled to paid special pre-term parental leave from the date of the birth of the child (or children in the case of a multiple birth) up to the end of what would have been the 36th week of gestation. Immediately following the period of paid special pre-term parental leave and at the commencement of what would have been the 37th week of gestation, paid parental leave as set out in this clause at a) above will apply.
- h) For the purposes of adoption leave as described in subclause a) ii) above, an employee will only be eligible for this leave where:
 - (i) The child in question becomes entrusted (within the meaning of the *Family Assistance Act 1999*) to the care of the employee;

- (ii) It is an authorised party (as that term is defined in the *Paid Parental Leave Act 2010*) that entrusts the child to the care of the employee;
- (iii) The authorised party does so as part of the adoption of the child by the employee; and
- (iv) The child in question is aged under six months on the day the child becomes entrusted to the care of the employee.

Notice Periods

- i) The employee must give notice to Essential Water at least 10 weeks before starting parental leave. The notice must specify the expected start and end date for the leave. At least 4 weeks before the intended start date, the employee must;
 - (i) Confirm the intended start date and end date; and
 - (ii) Advise Essential Water of any changes to the intended start/end date unless it is not practicable to do so.

Other Leave

- j) On each occasion where an employee miscarries the employee will be entitled to the following miscarriage leave:
 - (i) Where period of gestation is between 0 – 12 weeks, the employee is entitled to five (5) days of paid miscarriage leave.
 - (ii) Where the period of gestation is between 13 and 20 weeks the employee is entitled to six (6) weeks of paid miscarriage leave.
 - (iii) The leave will commence from the date the miscarriage occurs and is to be taken in one continuous block of leave.
 - (iv) The employee must provide notice as soon as reasonably practicable advising the period of leave being sought, and the anticipated date of return to duty.
 - (v) A medical certificate may be sought to confirm that access to this form of leave is appropriate.
- k) On each occasion where the de-facto spouse or spouse of an employee miscarries and the period of gestation is up to 20 weeks, the employee will be entitled to five (5) days of paid miscarriage leave and;
 - (i) The leave will commence from the date the miscarriage occurs and is to be taken in one continuous block of leave.
 - (ii) The employee must provide notice as soon as reasonably practicable advising the period of leave being sought, and the anticipated date of return to duty.
 - (iii) A medical certificate may be sought to confirm that access to this form of leave is appropriate.
- l) An employee shall be entitled to request such additional leave without pay as shall amount in aggregate to a total period of parental leave and adoption leave not exceeding one hundred and four (104) weeks.
- m) In accordance with this clause, an employee may utilise the whole or part of any Annual Leave and/or

Long Service Leave or other paid leave provided that the total period of leave does not exceed one hundred and four (104) weeks.

Casual Employees

- a) Parental Leave is available to Casual Employees in accordance with Chapter 2, Part 2-2, division 5 – ‘Parental Leave and related entitlements’ of the National Employment Standards (NES) under the *Fair Work Act 2009 (Cth)* and Essential Energy Parental Leave Policy.
- b) An employer must not fail to re-engage a regular Casual Employee because:
 - (i) The employee or the employee’s spouse is pregnant; or
 - (ii) The employee is or has been immediately absent on parental leave.

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

c) Right to Request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - To extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months by giving four (4) weeks notice before the end date of the original leave period;
 - To return from a period of parental leave on a part-time basis until the child reaches school age;
 - To assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee’s request and the employer’s decision to consent or refuse the request must be recorded in writing with either the terms of the extension of reasons for refusal.
- (iv) Request to return to work part-time for a specific period.

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

d) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the employer shall take reasonable steps to:
 - Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall also take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to work on a part-time basis.

(iii) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

e) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Agreement.

4.8 JURY SERVICE LEAVE

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 8 – 'Community Service Leave' of the National Employment Standards (NES) under the Fair Work Act 2009.

- An employee shall notify Essential Water as soon as possible of the date upon which they are required to attend for Jury Service.
- An employee shall be paid by Essential Water the difference between the Jury Service fee received and the employee's ordinary time rate of pay for Jury Service during the employee's usual ordinary working hours.
- An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Parental Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

4.9 COMPASSIONATE LEAVE

4.9.1 Permanent and temporary employees

- An employee is entitled to five (5) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family (as defined in paragraph d)), or a member of the employee's household:
 - contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies.
- Approval of additional compassionate leave for each occasion, with or without pay, is at the discretion of Essential Water.
- Where an employee has a miscarriage, or the employee's spouse or de facto partner has a miscarriage, the provisions under clause 4.7 (Parental Leave) j) or k) will apply instead.
- Where an employee's immediate family member dies, the employee shall be granted compassionate

leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death.

- e) An employee may take compassionate leave for a particular permissible occasion as consecutive days, single days or separate periods as agreed.
- f) Immediate family includes;
 - (i) the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling; or
 - (ii) a child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of a spouse or de facto partner (or former spouse or de facto partner).
- g) Compassionate leave for permanent and temporary employees is without loss of pay for ordinary hours occurring during the period of the compassionate leave.

4.9.2 Casual Employees

- a) Compassionate leave for Casual Employees is unpaid.
- b) Subject to the evidentiary and notice requirements in Section 4 Clause 4.5 (CARER'S LEAVE) paragraph b) and d), Casual Employees are entitled to not be available to attend work, or leave work upon the death of a person prescribed in Section 4 Clause 4.5 (CARER'S LEAVE) paragraph c).
- c) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion.
- d) An employer must not fail to re-engage a Casual Employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a Casual Employee are not otherwise affected.

4.10 ACCIDENT LEAVE

4.10.1 Accident Pay

- a) An employee, after a period or periods of worker's compensation totaling twenty six (26) weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty-six (26) weeks of incapacity.
- b) Accident Pay is not payable for the first twenty-six (26) weeks of a period of incapacity.
- c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, as amended and the employee's ordinary rate of pay.
- d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Essential Water.
- e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any

period of Annual Leave, Personal Leave, Long Service Leave or any public holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

4.10.2 Notice of Injury

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury to Essential Water without undue delay, and shall provide in writing all other information as Essential Water may reasonably require.

4.10.3 Medical Examination

Nothing in this Clause shall in any way be taken as restricting or removing Essential Water's right under NSW workers compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Essential Water.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

4.10.4 Damages or Settlement

The employee shall not be entitled to receive Accident Pay if the employee fails to give Essential Water:

- a) An undertaking that if the employee obtains a verdict for damages against Essential Water in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Essential Water for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim, repay to Essential Water the amount of Accident Pay which Essential Water has paid.
- b) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Essential Water the amount of Accident Pay which Essential Water has paid.
- c) An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Essential Water the amount of Accident Pay which Essential Water has paid to the employee.

4.11 FAMILY AND DOMESTIC LEAVE

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 7 – 'Paid Family and Domestic Violence Leave' of the National Employment Standards (NES) under the *Fair Work Act 2009 (Cth)*.

4.11.1 General Principles

Essential Water recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Essential Water is committed to providing support to staff that experience family and domestic violence.

4.11.2 Definition of Family and Domestic Violence

Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

- a) seeks to coerce or control the person; and
- b) causes the person harm or to be fearful.

A close relative is:

- An employee's
 - Spouse or former spouse;
 - De facto partner or former de facto partner;
 - Child
 - Parent
 - Grandparent
 - Grandchild
 - Sibling
- An employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling;
- A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

4.11.3 General Measures

- a) Proof of family and domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- b) All personal information concerning family and domestic violence will be kept confidential in line with Essential Water policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c) No adverse action will be taken against an employee if their attendance or performance suffers as a result of experiencing family and domestic violence.
- d) Essential Water will identify a contact in Human Resources who will be trained in family and domestic violence and privacy issues. Essential Water will advertise the name of the contact within the organisation.
- e) An employee experiencing family and domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- f) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses 4.11.4 (Leave) and 4.11.5 (Individual Support).
- g) Essential Water will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an employee reports family and domestic violence.

4.11.4 Leave

- a) An employee experiencing family and domestic violence will have access to ten (10) days paid special leave in a twelve (12) month period at the employee's full rate of pay for medical appointments, legal proceedings and other matters and activities arising from family and domestic violence.

The leave will be in addition to existing entitlements and may be taken as consecutive or single days or a fraction of a day and can be taken without prior approval.

- b) Paid family and domestic violence leave:
- (i) Is available in full at the start of each twelve (12) month period of the employee's employment; and
 - (ii) Does not accumulate from year to year; and
 - (iii) Is available in full to part-time and Casual Employees.
- c) An employee who supports a person experiencing family and domestic violence may take special leave to accompany them to court, to hospital, or to mind children.
- d) An employee's pay slip will not mention paid family and domestic violence leave. Essential Water will keep a confidential record of this leave balance and any leave taken by employees. Family and domestic violence leave must be shown on a pay slip as ordinary hours of work, or another kind of payment for performing work. At the employee's request, the pay slip may record the time as another type of leave (such as annual leave or personal leave).

4.11.5 Individual Support

- a) In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, Essential Water will support any reasonable flexible working arrangements request from an employee experiencing family and domestic violence for:
- (i) Changes to their span of hours or pattern of hours and/or shift patterns;
 - (ii) Job redesign or changes to duties;
 - (iii) Relocation;
 - (iv) A change to their telephone number or email address to avoid harassing contact;
 - (v) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) An employee experiencing family and domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family and domestic violence.

4.12 PURCHASED LEAVE

- a) Purchased leave is a scheme under which permanent employees may access between one (1) and four(4) weeks of special leave without pay each year, in addition to their usual leave entitlements.
- b) The extra leave is funded by regular salary deductions that occur over an agreed period. Employees then receive the deductions in salary-like increments over the period of unpaid leave. This means that the employee effectively has a period of special leave without pay approved (the purchased leave), but the salary impact of the leave without pay period is spread out over an agreed period.

- c) If approved, the arrangement will commence on a mutually agreed start date. Salary deductions will be averaged over the entire period to ensure that a standard rate is received each fortnight (for employees paid fortnightly) or each month (for employees paid monthly). All purchased leave must be taken in the agreed period and cannot be taken at half pay.
- d) Applications and approval of a purchased leave arrangement shall be in accordance with CEOP2000.35 – *Company Procedure: Leave (other than Personal & Carer’s Leave)* as varied from time to time with consultation. All other matters (including the conditions for approval) relating to purchased leave are set out in that policy.

4.13 SPECIAL LEAVE

- a) Employees shall utilise any untaken special leave accumulated in accordance with (BHWB Wages Award) preserved at the date of effect of this Agreement.
- b) Special leave is not payable on termination.
- c) Employees shall have access to their preserved special leave, in addition to leave specified in Carers Leave, Parental Leave, Bereavement Leave and as granted for family or community responsibilities.

SECTION 5 – ALLOWANCES

5.1 CONFINED SPACE

Employees will receive a daily allowance for each day, or part of a day, they are required to perform construction, maintenance and repair jobs in a confined space as per Section 6 Clause 6.11.2 (Essential Water Allowances).

5.2 DIRTY WORK

An allowance, as per Section 6 Clause 6.11.2 (Essential Water Allowances), will be paid to employees, other than those in the Sewer classifications, who are required to:

- a) work in the sedimentation and flocculation tanks at Mica Street Water Treatment Plant when the tanks are empty and repairs are undertaken;
- b) work in the suction tunnel at the Stephens Creek Pumping Station;
- c) internally clean fuel storages;
- d) internally clean service reservoirs and/or balance tanks;
- e) internally clean and/or repair sewerage settling and sludge digesting tanks (as distinct from sewerage pump wells);
- f) clean and oil shutters;
- g) work in sewerage pump wells (wet or dry) or in any situation where the employee comes in direct contact with sewage matter.
- h) work on equipment or plant contaminated with sewage matter.
- i) work in situations such that the employee is unable to arrange adequate protection (e.g. water proof

boots) from excessively wet or muddy conditions;

j) pull down dirty ceilings or roofing.

This allowance is not payable when organic dirt allowance is paid.

5.3 DANGEROUS SUBSTANCE

A daily allowance will be paid to employees for each hour or part thereof, they are required to work with dangerous substances as per Section 6 Clause 6.11.2 (Essential Water Allowances). The allowance applies where the nature of the work requires the employee to wear protective clothing, including respiratory masks, or fresh air supplied helmet.

5.4 HEIGHT

Employees working in places 7.62 metres (25 feet) above the ground in a location where there is no adequate and safe fixed support shall be paid an allowance per hour, with a minimum payment per day as per Section 6 Clause 6.11.2 (Essential Water Allowances). Essential Water shall provide adequate and safe scaffolding.

5.5 SEWERAGE ACCESS CHAMBER RECONSTRUCTION

A daily allowance shall be paid to employees while engaged on sewerage access chamber reconstruction as per Section 6 Clause 6.11.2 (Essential Water Allowances).

This allowance applies only where appropriate conditions exist, i.e. splashing with sewage and sewer gases, and does not apply in the case of new construction.

5.6 BITUMEN COLD MIX

Employees directly involved with the use of the bitumen cold mix spray unit will be paid a daily allowance as per Section 6 Clause 6.11.2 (Essential Water Allowances).

5.7 WELDING GALVANISED STEEL

A daily allowance will be paid to employees welding galvanised coated steel as per Section 6 Clause 6.11.2 (Essential Water Allowances).

5.8 SHIFT ALLOWANCES

a) Employees working the afternoon shift will be paid an allowance, with pro rata payment for portion of an afternoon shift worked as per Section 6 Clause 6.11.2 (Essential Water Allowances).

b) Employees working the night shift will be paid an allowance, with pro rata payment for portion of a night shift worked as per Section 6 Clause 6.11.2 (Essential Water Allowances).

5.9 LEADING HAND ALLOWANCE

a) An employee employed in a field based position who is in charge of and responsible for a work group

comprising that employee and at least two (2) other employees shall be classified as supervising leading hand and remunerated for as per the classifications and rates of pay attached to this Agreement.

- b) An employee whilst undertaking the duties of Leading Hand shall be paid an allowance set in per Section 6 Clause 6.11.2 (Essential Water Allowances).
- c) The Leading Hand allowance shall be added to the ordinary rate of pay of the employee whilst undertaking the duties of leading hand, and the ordinary rate of pay shall be increased by the amount of the allowance which shall be paid to a leading hand when working overtime, or involved in travelling time.
- d) An employee may be designated as a leading hand on a temporary or on an acting basis to meet short term business needs, in which case the weekly allowance is divisible as a daily allowance.

5.10 FIRST AID ALLOWANCE

All employees will be encouraged to obtain a First Aid Certificate. The costs of obtaining the certificate and the ongoing renewal costs will be met by Essential Water where the certificate is obtained or renewed through an accredited training organisation and approved by the relevant manager.

An employee who is the holder of a current recognised First Aid Certificate and who is designated First Aid Attendant shall be paid the allowance as per Section 6 Clause 6.11.2 (Essential Water Allowances).

Where the designated First Aid Attendant is absent from the workplace for a period equal to or exceeding five (5) consecutive days (Monday-Friday), they will be temporarily replaced by an employee at the same location who holds a current recognised First Aid Certificate. The employee who is the temporary replacement will be paid a daily first aid allowance for the duration of the absence period.

The Controller of Premises (as defined in the Essential Energy *Company manual: HSE Manual Controller of Premises CECM1000.02a*) will be responsible for the appointment of the employee who is the temporary replacement.

5.11 PRIVATE MOTOR VEHICLE ALLOWANCE

Employees shall not ordinarily be required to use their private motor vehicle for Essential Water business purposes. However, in extenuating circumstances and with the prior agreement of their manager / supervisor, an employee who uses a privately owned motor vehicle in their role shall be paid for the casual use at the Australian Taxation Office rates.

5.12 FIRE WARDEN ALLOWANCES

- a) An employee who has received the appropriate training and is designated as a Chief Fire Warden shall be paid a weekly Chief Fire Warden allowance as per Section 6 Clause 6.11.2 (Essential Water Allowances).
- b) Where the designated Chief Fire Warden is absent from the workplace for a period equal to or exceeding five (5) consecutive days (Monday-Friday), the Chief Fire Warden will be temporarily replaced by an employee who will be paid a daily allowance equivalent to the Chief Fire Warden Allowance for the duration of the absence period.
- c) The Controller of Premises (as defined in the Essential Energy *Company Manual: HSE Manual*

Controller of Premises CECM1000.02a) will be responsible for the appointment of the employee who is the temporary replacement.

- d) An employee who has received the appropriate training and is designated as a Deputy Fire Warden shall be paid a weekly Deputy Fire Warden Allowance as per Section 6 Clause 6.11.2 (Essential Water Allowances).
- e) An employee who has received the appropriate training and is designated as a Fire Warden shall be paid a weekly Fire Warden allowance as per Section 6 Clause 6.11.2 (Essential Water Allowances).
- f) There shall only be one (1) Chief Fire Warden per office/location.
- g) Appropriate Fire Warden allowances will only be paid to employees who are available to perform Fire Warden duties while physically present at the office/depots.

5.13 CAMPING ALLOWANCE

- a) Where an employee is required to perform work that renders it necessary for an employee to sleep away from the employee's usual residence and where hotel/motel accommodation is not available the employee shall be paid a camping allowance per day as per Section 6 Clause 6.11.2 (Essential Water Allowances).
- b) Where the existing camping requirements cause extreme hardship to an employee and the employees' family because of such exceptional circumstances, Essential Water, on application by the employee will review its policy on the matter in that particular case and subject to the merits of the case, an alternative arrangement to camping may be negotiated.

5.14 LEAD BONUS

- a) An employee who performs work for a Mining Company on works belonging to the Mining Company or their Mine Lease, shall be paid a lead bonus as per Section 6 Clause 6.11.2 (Essential Water Allowances).
- b) Such payment will not apply when employees carry out normal duties in connection with works of water supply and sewerage for which Essential Water is responsible.

5.15 ENGINEERING ACCREDITATION ALLOWANCE

Where an employee is appointed to a position and the position description for that position requires the qualification of a Degree in Engineering, and is eligible to apply for CPEng or RPEng and is using their professional engineering skills, and the employee in that position is required or seeks to be accredited, Essential Water will:

- (i) Recognise both RPEng ("Registered Professional Engineer" accreditation with Professionals Australia) and CPEng ("Chartered Professional Engineer" accreditation with Engineers Australia) as having met the minimum standard for engineer's accreditation.
- (ii) Acknowledge that it is a matter for the employee to decide which organisation to achieve their accreditation through and will not select or encourage a preferred provider;
- (iii) On presentation of a certificate of accreditation from an accredited organisation, pay an employee a set weekly allowance of \$48.07. This allowance is to compensate employees for the cost of initial accreditation and costs associated with maintaining such accreditation, including professional development training / course fees;
- (iv) Grant reasonable paid leave, to attend or participate in relevant professional development

courses or events in order to meet the required professional development hours to maintain accreditation.

- (v) Should legislation require engineer registration in NSW, support any employee to comply with the relevant legislative requirements and ensure that no employee is disadvantaged in terms of the cost of complying with State based registration requirements.

5.16 AREA CLIMATE ALLOWANCE

Employees working within the area of supply of Water and Sewage of Essential Water shall be paid a daily allowance as per section 6 Clause 6.11.2 (Essential Water Allowances). This allowance does not form part of the ordinary rates of pay for the purpose of the calculation of overtime. This allowance is not paid for other purposes.

5.17 MOVEMENT OF ALLOWANCES

Allowances described in Section 6 Clause 6.11.2 (Essential Water Allowances) shall increase at the same percentage rate as the rates of pay.

5.18 WELLBEING SUBSIDY

- a) Essential Water encourages employees to participate in activities that support their physical and mental wellbeing. A reimbursable subsidy of up to \$299 per FBT year (1 April – 31 March) is available to all permanent employees, to assist with costs incurred by the employee in relation to their physical or mental wellbeing.
- b) Reimbursement is subject to the following conditions:
- The expenditure must relate to activities or items that assist the employee with their physical and / or mental wellbeing (e.g. yearly gym membership, training shoes, psychology session);
 - the underlying nature of the activity or item purchased cannot be of a reoccurring type (e.g a claim for reimbursement of a yearly gym membership is permissible, but the reimbursement for a monthly fitness passport is not);
 - where the total cost for any items or activities purchased exceed \$299, Essential Water will reimburse the employee the maximum subsidy amount of \$299 (including GST);
 - the employee must provide a single invoice for each claim, with no more than two (2) claims per FBT year permitted;
 - the invoice date for any item or activity purchased must fall within the same FBT year the claim is submitted;
 - The deadline for all claim submissions is 15 March each year to allow time for processing and reimbursement before the end of the FBT year; and
 - Essential Water reserves the right to reject any claim for reimbursement that it deems inappropriate.

SECTION 6 – MISCELLANEOUS

6.1 OUTSOURCING

- a) Where Essential Water is considering outsourcing work which would normally be performed by Essential Water employees, Essential Water will consult with the affected employees and the relevant Union(s) in accordance with the requirements of this clause.
- b) In the event that Essential Water identifies that it will outsource/contract out work, which is work that would normally be performed by Essential Water employees, the nature of the activity or project will be referred to the Outsourcing Consultative Committee, following a Briefing Paper being forwarded to the Union parties.
- c) This Committee shall comprise of the Head of Employee Relations (or his/her nominee), and the General Secretary of the relevant Union(s) (or his/her nominee). As required, the involvement of the relevant General Manager and/or a maximum of two (2) relevant union delegates from each Union may be co-opted to assist with detailed information regarding the activity/project to be outsourced. All Committee meetings are to be minuted. The minutes will be circulated to all parties in attendance no later than four (4) days following the meeting.
- d) For any activity or project being submitted for consultation to the Outsourcing Committee the following criteria shall be demonstrated:
 - (i) Where insufficient resources are available (including consideration of the usage of permanent part time, temporary or casual employment arrangements) to meet the current Essential Water work commitment and work timetable or;
 - (ii) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
 - (iii) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality, safety, system performance, cost and the overall strategic direction of Essential Water.
- e) The Committee shall adhere to a timeframe of no more than twenty eight (28) days, after the Briefing Paper has been provided, to complete the consultative process on the activity/projects before them.
- f) Either party may seek the assistance of the Fair Work Commission during the consultation process.
- g) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
 - (i) Provide a written undertaking to comply with the safety, environmental and quality standards of Essential Water.
 - (ii) Provide a written undertaking to conform to all Acts, Enterprise Agreements and agreements affecting the employees of the Contractor.
 - (iii) Demonstrate it has established appropriate industrial relations policies and practices.

6.2 DRIVERS LICENCE

- a) An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such license by Essential Water.

- b) Where ongoing necessary Essential Water duties require employees to possess classes HR(3B) HC(5A) licences, those employees will be paid a weekly allowance as per Section 6 Clause 6.11.2 (Essential Water Allowances). An employee cannot receive allowances for both HR and HC licences.

6.3 WET WEATHER AND EXTREME CONDITIONS

6.3.1 Wet Weather

- a) It is not Essential Water's intention to have its field-based employees work through wet weather. Where it is necessary for work to be carried out despite wet weather conditions, Essential Water will provide these employees with suitable wet weather outer wear.

Stopping work due to wet weather

- b) Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee:
- (i) remains at work until directed to leave work;
 - (ii) stands by as directed; and
 - (iii) reports for duty as directed.

Claims for additional payment

- c) Where;
- (i) A field-based employee is directed to undertake planned work or attend an after-hours call-out requested by an emergency authority despite wet weather conditions; and
 - (ii) the employee is wearing the wet weather outerwear provided by Essential Water; and
 - (iii) this nonetheless results in the employee's clothes (excluding the wet weather outerwear) becoming unreasonable wet.

Then the employee will be entitled to claim, in addition to their usual payment for the work, a separate payment for each hour of work undertaken in these conditions. This separate, hourly payment will be paid at ordinary single time rates only and will apply until such time as the employee has had a reasonable opportunity to change into dry clothing. The employee must change into dry clothing at the earliest practicable opportunity, in compliance with work health and safety obligations.

- d) Where no direction to work under subclause c) has been given, and it is reasonably foreseeable that starting or continuing to work may result in the employee's clothing (excluding wet weather outer wear) becoming unreasonably wet, the employee must obtain approval from their line manager to undertake the planned work. Claims for the additional payment will only be approved where the employee has been specifically directed to work or prior approval has been obtained, in accordance with this clause.

For attendance to afterhours call outs requested by emergency services authorities, this prior approval is via the issuing of the work from the Head of Water (or delegate) with appropriate notation on the work instruction.

6.3.2 Extreme Conditions

Individuals working in heated conditions need to as a minimum adhere to the following measures within the workplace:

- (i) ensure that the appropriate PPE is worn at all times
- (ii) ensure the adequate intake of fluids
- (iii) observe that regular rest breaks are utilised
- (iv) take early actions if any signs or symptoms of heat stress occur

In extreme conditions, work should be arranged so that it is not performed when temperatures are at their highest. In such cases it may be an alternative to alter the commencing times to coincide with the coolness of the morning subject to agreement between Essential Water and the employees concerned.

6.4 TOOLS

Essential Water shall provide employees with the necessary tools to perform their duties. Tools will only be supplied and or purchased in accordance with the Essential Energy Tools policy. Damaged, lost or worn tools shall be replaced by Essential Water.

Employees shall use the tools for their intended purpose only. Employees shall exercise all care in the use of and safe keeping of tools.

6.5 PERSONAL PROTECTIVE EQUIPMENT (PPE), CLOTHING & UNIFORMS

- a) Essential Water shall provide PPE and clothing to fulfil safety requirements relating to the provision of such equipment and clothing.
- b) Employees must ensure they wear and/or use appropriate PPE and clothing for the purpose for which it was provided.
- c) PPE and clothing will be replaced on a fair wear and tear basis approved by the employee's manager/supervisor.
- d) Essential Water shall provide uniforms for its employees in accordance with Essential Energy's Uniform Policy(s) as varied from time to time.

6.6 WORKPLACE DELEGATES' RIGHTS

6.6.1 Definitions

Clause 6.6 provides for the exercise of the right of workplace delegates set out in section 350(c) of the *Fair Work Act 2009* (Cth). For the purposes of this clause:

- a) Delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- b) Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by Essential Water in the enterprise.

6.6.2 Notice

Before exercising entitlements under Clause 6.6, a workplace delegate (or the delegate's organisation) must give Essential Water written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Essential Water with evidence that would satisfy a reasonable person of their appointment or election.

6.6.3 Cessation

Where an employee ceases to be a workplace delegate, written notice must be provided to Essential Water within fourteen (14) days. Notice may be given by the workplace delegate or the delegate's organisation.

6.6.4 Right of Representation

A workplace delegate may represent (or request that an official from the delegate's organisation represent) the industrial interest of eligible employees who wish to be represented by the workplace delegate in matters including:

- a) Consultation about major workplace change
- b) Consultation about changes to rosters or hours of work;
- c) Resolution of disputes;
- d) Disciplinary processes;
- e) Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the *Fair Work Act 2009* (Cth) or is assisting the delegate's organisation with enterprise bargaining; and
- f) Any process or procedure under this Enterprise Agreement or a policy of Essential Water under which eligible employees are entitled to be represented and which concerns their individual interests.

6.6.5 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interest under Clause 6.6.4. This includes discussing membership of the delegate's organisation, payment of fees, and representation with eligible employees.
- b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work. This includes the right to send reasonable delegate organisation communications via workplace email, Teams or similar workplace digital communication systems to eligible employees.
- c) After obtaining the permission of Essential Water, a workplace delegate may move freely for the purpose of consulting other workplace delegates during working hours.

6.6.6 Entitlement to reasonable access to the workplace and workplace facilities

- a) Subject to paragraph b) below, Essential Water will provide a workplace delegate with access to or use of the following facilities:

- (i) A room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees’
 - (ii) A physical or electronic noticeboard;
 - (iii) A telephone;
 - (iv) An electronic device (e.g. computer/tablet), including access to Wi-Fi;
 - (v) A lockable filing cabinet or other secure document storage area; and
 - (vi) Office facilities and equipment including printers, scanners, photocopiers, notebooks, and receipt books.
- b) Essential Water is not required to provide access to or use a workplace facility under paragraph a) if:
- (i) The workplace does not have the facility;
 - (ii) Due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) Essential Water does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
- c) Senior delegates who do not already have a work supplied mobile phone or direct access to a landline will be provided with a mobile phone to maintain communications with employees and line management

6.6.7 Entitlement to reasonable access to training

Essential Water will provide workplace delegates with an annual pool of paid leave to use for attending training or conferences organised by the delegate’s organisation, subject to the following conditions:

- a) The maximum amount of paid leave available is a pool of up to one hundred (100) days per calendar year, to be shared amongst all delegates. Extra leave may be granted by approval of the Chief Executive Officer;
- b) The workplace delegate must give Essential Water not less than 5 weeks’ notice (unless Essential Water and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training or conference, and the name of the training or conference provider;
- c) The training or conference must be relevant to the work carried out by the workplace delegate (e.g. relate to representing the industrial interest of eligible employees);
- d) The taking of the leave shall be dependent upon Essential Water being able to make adequate staffing arrangements. Essential Water must advise the workplace delegate not less than 2 weeks from the day on which training is scheduled to commence, whether the workplace delegate’s access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld;
- e) If requested by Essential Water, the workplace delegate must provide Essential Water with an outline of the training or conference content;

- f) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training or conference; and
- g) The workplace delegate must, within 7 days after the day on which the training ends, provide Essential Water with evidence that would satisfy a reasonable person of their attendance at the training or conference.

Senior Delegates

- h) Nominated senior delegates will be released to attend duties associated with an office held position for one (1) day per annum. A minimum of two (2) week's notice must be provided to Essential Water. The unions party to the Enterprise Agreement will have an agreed maximum number of Senior Delegates as follows:
 - (i) Mining and Energy Union, Mining and General Division (South Western District) NSW Branch (MEU): one (1) Senior Delegate.
 - (ii) Australian Municipal, Administrative, Clerical & Services Union NSW United Services Branch (USU): one (1) Senior Delegate.
 - (iii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers Union (AMWU): one (1) Senior Delegate.
- i) Cost associated with travel including meals will not be funded by Essential Water.

6.6.8 Other Rights

A workplace delegate will:

- a) Have access to the delegate organisation's officials (i.e. Union Officials), as required and subject to the *Fair Work Act 2009*, within operational hours and on Essential Water premises for the purposes of delegate organisation business;
- b) Be entitled to negotiate with management, together with other delegates, on behalf of all or part of the members on any matters affecting the employment of members who work for Essential Water;
- c) Be able to call meetings for members on the premises. Such meetings are to be outside of work time unless prior permission is obtained from Essential Water;
- d) Subject to approval by Essential Water (which will not be unreasonably withheld), be able to attend meetings and training held by the delegate's organisation in which they hold office, without loss of any rights or ordinary pay. Leave granted for this purpose may be accessed by the relevant training leave provisions under Clause 6.6.7 (Entitlement to Reasonable Access to Training), the paid union meetings leave under Clause 6.7 (Paid Union Meetings), or as special leave;
- e) Be able to attend paid union meetings in accordance with Clause 6.7 (Paid Union Meetings);
- f) Have protection from victimization and this right to be expressed as prohibiting Essential Water from seeking to separate the delegate from the members who elect them without first consulting the delegate's organisation; and
- g) Be entitled to expect that any agreement or arrangement negotiated with Essential Water be set out in writing, and for these agreements and arrangements, including Agreements, to be provided

to delegates on request.

6.6.9 Exercise of entitlements under Clause 6.6

- a) A workplace delegate's entitlements under this clause 6.6 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) Comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of Essential Water, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work;
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association;
 - (v) comply with any notice requirements or, if no notice requirements apply, give reasonable notice to Essential Water before carrying out their workplace delegate duties; and
 - (vi) not claim overtime for attendance at delegate meetings.
- b) Clause 6.6 (Workplace Delegates Rights) does not require Essential Water to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c) Clause 6.6 (Workplace Delegates Rights) does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

Other Matters

- d) In accordance with section 350A of the *Fair Work Act (Cth)*, Essential Water must not:
- (i) Unreasonably fail or refuse to deal with a workplace delegate; or
 - (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this Clause 6.6.

6.7 PAID UNION MEETINGS

The unions party to this Enterprise Agreement may conduct paid union meetings at Depots and Offices for Union Members subject to the following requirements:

- a) A maximum of four (4) meetings per year with a duration of no longer than sixty (60) minutes to be conducted either face to face, on site, or by virtual means. In addition, one further meeting (with a duration of no longer than sixty (60) minutes) may be scheduled in the calendar year in which this Enterprise Agreement nominally expires.
- b) Meetings must start at the commencement of ordinary hours of work at that location or immediately prior to the conclusion of ordinary hours of work unless otherwise agreed.

- c) In recognition of Essential Water's requirement to notify customers of planned outages, six (6) weeks' written notice of the meeting is to be provided unless otherwise agreed, and whilst every effort will be made, approval is subject to ongoing operational requirements, and this may require the meeting to be cancelled and rescheduled due to these requirements.
- d) Union members will make themselves available during these meetings for fault and emergency work if required.

6.8 SUPPLY OF RESIDENCE

Where an employee is provided with a residence by Essential Water (with or without concessions), the weekly value of such residence and concessions shall be determined by Essential Water.

6.9 NO EXTRA CLAIMS

The parties to this Agreement agree not to pursue any additional or extra claims during the term of this Agreement except in accordance with Section 1 Clause 1.7 (Future Negotiations), or in accordance with any decision of the Fair Work Commission.

6.10 MATTERS RESERVED

Within six months of the date of operation of this Enterprise Agreement, the parties agree to commence:

- (i) Researching the merits and sustainability of four-day work week models for consideration of suitability at Essential Water;
- (ii) A review of *Company Procedure CHRM Remote Area CEOP2000.35*.

The parties understand that there is no commitment as part of the research and review to make changes to the matters referred to in this clause.

The Parties agree that any agreement reached in respect of the matters referred to in Clause 6.10 will be the subject of negotiation for the next enterprise agreement.

6.11 ESSENTIAL WATER RATES OF PAY

The relevant rates of pay and allowances in Table 1 (Clause 6.11.1) and Table 2 Essential Water Allowances (Clause 6.11.2) will be increased on each of 30 October 2025, 30 October 2026 and 30 October 2027 as follows:

- (a) on 30 October 2025 the increase will be 7%.
- (b) on 30 October 2026 the amounts determined in accordance with paragraph (a) will be further increased by 4.5% or CPI (whichever is greater); and
- (c) on 30 October 2027 the amounts determined in accordance with paragraph (b) will be further increased by 3.5% or CPI (whichever is greater).

CPI will be calculated using the annual increase in the All Groups (Australia) Consumer Price Index (CPI) from the December complete Monthly CPI immediately preceding the relevant year increase, as published by the Australian Bureau of Statistics.

6.11.1 TABLE 1 – ESSENTIAL WATER RATES OF PAY

Pay Point	Hourly rate \$ 30 October 2024	Weekly rate \$ 30 October 2024	Hourly rate \$ 30 October 2025 (7%)	Weekly rate \$ 30 October 2025 (7%)
1	\$22.30	\$802.68	\$23.86	\$858.86
2	\$26.30	\$946.91	\$28.14	\$1,013.20
3	\$30.24	\$1,088.73	\$32.36	\$1,164.94
4	\$34.26	\$1,233.39	\$36.66	\$1,319.72
5	\$35.34	\$1,272.30	\$37.82	\$1,361.36
6	\$37.29	\$1,342.60	\$39.90	\$1,436.58
7	\$39.13	\$1,408.69	\$41.87	\$1,507.30
8	\$40.20	\$1,447.18	\$43.01	\$1,548.49
9	\$41.42	\$1,490.96	\$44.31	\$1,595.33
10	\$42.87	\$1,543.22	\$45.87	\$1,651.25
11	\$44.08	\$1,586.76	\$47.16	\$1,697.83
12	\$45.28	\$1,630.01	\$48.45	\$1,744.11
13	\$46.06	\$1,658.28	\$49.29	\$1,774.36
14	\$47.39	\$1,706.14	\$50.71	\$1,825.57
15	\$48.29	\$1,738.41	\$51.67	\$1,860.09
16	\$50.79	\$1,828.39	\$54.34	\$1,956.38
17	\$52.12	\$1,876.46	\$55.77	\$2,007.81
18	\$52.76	\$1,899.39	\$56.45	\$2,032.35
19	\$54.12	\$1,948.17	\$57.90	\$2,084.54
20	\$55.51	\$1,998.30	\$59.39	\$2,138.18
21	\$56.49	\$2,033.75	\$60.45	\$2,176.12
22	\$57.22	\$2,059.77	\$61.22	\$2,203.95
23	\$58.60	\$2,109.61	\$62.70	\$2,257.28
24	\$60.06	\$2,161.99	\$64.26	\$2,313.33
25	\$60.45	\$2,176.02	\$64.68	\$2,328.35
26	\$62.10	\$2,235.44	\$66.44	\$2,391.92
27	\$62.89	\$2,263.88	\$67.29	\$2,422.35
28	\$64.41	\$2,318.90	\$68.92	\$2,481.22
29	\$65.98	\$2,375.14	\$70.59	\$2,541.40
30	\$68.30	\$2,458.63	\$73.08	\$2,630.74

31	\$71.58	\$2,576.75	\$76.59	\$2,757.13
32	\$73.62	\$2,650.45	\$78.78	\$2,835.98
33	\$75.02	\$2,700.73	\$80.27	\$2,889.78

6.11.2 TABLE 2 - ESSENTIAL WATER ALLOWANCES

Section / Clause	Allowance Description	Frequency	30 October 2024	30 October 2025 (7%)
Section 2 Clause 2.7.5	Meal - Overtime	per meal	33.01	37.65
Section 2 Clause 2.7.4	Crib Time	per day	11.05	11.82
Section 6 Clause 6.2	Licence HC (5A)	per week	10.17	10.88
Section 6 Clause 6.2	Licence HR (3B)	per week	7.90	8.45
Section 5 Clause 5.13	Camping	per day	57.01	61.00
Section 5 Clause 5.9	Leading Hand	per hour	1.08	1.16
Section 5 Clause 5.10	First Aid Allowance	per day	3.29	3.52
Section 5 Clause 5.12	Chief Fire Warden Allowance	per week	21.50	23.00
Section 5 Clause 5.12	Chief Fire Warden Allowance	per day	4.30	4.60
Section 5 Clause 5.12	Deputy Fire Warden Allowance	per week	NA	11.35
Section 5 Clause 5.12	Fire Warden Allowance	per week	NA	11.35
Section 5 Clause 5.6	Bitumen Cold Mix	per day	7.32	7.83
Section 5 Clause 5.1	Confined Space	per hour	7.63	8.16
Section 5 Clause 5.2	Dirty Work	per hour	1.94	2.08
Section 5 Clause 5.3	Dangerous Substance	per hour	11.10	11.88
Section 5 Clause 5.4	Height	per day	6.16	6.59
Section 5 Clause 5.5	Sewer Access Chamber	per day	23.07	24.68
Section 5 Clause 5.7	Welding Galvanised Steel	per day	5.07	5.42
Section 5 Clause 5.14	Lead Bonus	per hour	4.88	5.22
Section 5 Clause 5.16	Climate Area Allowance	per day	3.00	3.21
Section 5 Clause 5.8	Shift - Afternoon	per shift	15%	15%
Section 5 Clause 5.8	Shift - Night	per shift	30%	30%

6.11.3 Top of Band Payment

Eligible employees will receive an annual 'Top of Band' payment of \$2,000 (inclusive of tax and superannuation). An employee is eligible for this annual payment if:

- a) the employee is not eligible for progression under the terms of this Agreement because they are at the top of their classification/pay band; and
- b) the employee has been at the top of their classification/pay band for at least twelve (12) months.

Eligible employees will receive the top of band payment as an annual, lump sum payment on the twelve-month anniversary date after reaching the top of their respective classification/pay band. If an employee reaches the top of their band during the term of this Agreement, they will qualify for the annual payment from that point onward, up until the Agreement's nominal expiry date.

The payment will apply to Years 1, 2 and 3 of the Agreement only, and will not continue to apply past the Agreement's nominal expiry date. The maximum number of 'Top of Band' payments an employee can receive is three (3) payments. Part-time employees, or employees on reduced hours, eligible for the 'Top of Band' payment will have their payment pro-rated based on their actual hours worked in the preceding 12 months.

An employee is not eligible for the 'Top of Band' payment if the employee is:

- a) classified as an Apprentice or Trainee under the Agreement; or
- b) a Casual Employee.

SECTION 7 - AGREED VARIED CONDITIONS FOR PARTICULAR CLASSIFICATIONS

7.1 APPLICATION

Schedules contained in this section of the Agreement contain terms and conditions relevant to those employees classified in the following categories:

- Managers & Specialists

These Schedules shall be read and interpreted wholly in conjunction with the terms and conditions of this Agreement, provided that where there is any inconsistency between these Schedules and the terms and conditions of this Agreement, these Schedules shall take precedence to the extent of the inconsistency.

All other conditions of employment will be as per the terms and conditions of this Agreement unless specifically covered by these Schedules.

7.2 SCHEDULE 1 - MANAGERS & SPECIALISTS

7.2.1 Hours of Work & Additional Loading

Employees under this Schedule shall devote their attention, time and skill during normal business hours, and at other times as necessary, to fulfil the requirements of their duties. The nominal hours of work will be seventy two (72) hours, to be performed over a ten (10) day fortnight, worked Monday to Friday, unless otherwise agreed.

Employees shall be remunerated at the appropriate rate of pay for their classification plus any relevant allowance that is required for the employee to perform their role. An additional eleven percent (11%) is paid in addition to the appropriate evaluated rate of pay in return for a forty (40) hour week and working a ten (10) day fortnight.

7.2.2 Overtime

The normal overtime provisions under clause 2.4 of this Agreement do not apply to employees under this schedule. It is not the intent to have employees under this Schedule work excessive hours, where this occurs, this Clause 7.2.2 will apply instead.

Employees who find they are working excessive hours have the ability with the agreement of their manager to enter into an arrangement to have those excessive hours recognised in the following manner;

- a) To grant time-in-lieu for actual hours worked; or
- b) Provide such an arrangement has been authorised in advance by the relevant Manager, pay those hours at:
 - (i) 1.5 times ordinary time rates for the first two (2) hours;
 - (ii) 2.0 times ordinary time rates after two (2) hours; and
 - (iii) After Midday on a Saturday and all-day Sunday: 2.0 times ordinary time rates.

Where approval has been sought but is unable to be provided in advance, payment can be authorised retrospectively for unforeseen circumstances. Retrospective authorisations will be reviewed by the approving Manager to ensure business requirements are being effectively managed.

Such arrangements and retrospective authorisations will not be unreasonably refused.

7.2.3 Time Off in Lieu of Payment

Essential Water shall provide payment in accordance with the rates above for pre-approved time worked under clause 7.2.2 which was to be taken as time off in lieu and which has not been taken within two (2) months of accrual.

7.2.4 Sixteen Hour Working Period

An employee will not be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period. The twenty-four (24) hour period will be calculated from the completion of any continuous break of eight (8) hours or more.

7.2.5 Professional Indemnity

Provided that the Employee acts honestly, diligently and in good faith, the Employee shall not suffer any loss or damage of any kind by reason of any liability incurred by the Employer as a result of the conduct of the Employee and the Employer shall hold the Employee harmless and indemnify the Employee against any loss, claim, and cause of action of any kind arising out of or in the course of employment.

7.2.6 Inventions

- a) The Employee agrees that any discovery, invention, developmental process or technique made by the Employee during the course of employment and which in any way affects or relates to the business of the Employer shall be disclosed by the Employee to the Employer and shall be the absolute property of the Employer.
- b) The Employee further agrees, in respect of any such discovery, invention, developmental process or technique, that the Employee will do all necessary things to ensure that the Employer obtains the necessary protection through letters, patent, trade mark or other similar protection.
- c) The Employee grants the Employer consent to do or admit to do any act which would otherwise infringe the Employee's moral rights under the *Copyright Act 1968* (Commonwealth) in relation to all copyright works the Employee makes in the course of the Employee's employment.

SECTION 8 – PROGRESSION GUIDELINES

8.1 CLASSIFICATION GUIDELINES

8.1.1 APPOINTMENTS

- (i) All appointments will be made at the entry level for the classification established for the position.
- (ii) Where an appointment has been made to a position which spans two classification bands the appointment will be made at the entry level of the lower classification band.
- (iii) Appointments may be made above the entry level classification of an applicable role within the appropriate evaluated band subject to approval by executive level management or nominated delegate.

8.1.2 PROGRESSION

- (i) Progression within the evaluated classification band will occur under clause 8.2 Progression Arrangements, based on their completion of a prescribed number of years' experience, relevant to each classification.
- (ii) Where Essential Water initiates structural change and employees are redeployed to an alternate position, they will not be disadvantaged in relation to annual progression to the top of the evaluated classification band of their original role (as at displacement date).
- (iii) Managers/Team Leaders are required to conduct annual performance reviews with all direct reports and employees are required to participate in the performance review process.

8.2 PROGRESSION ARRANGEMENTS

8.2.1 Water Administration Officer

Admin Officer Level	Pay Point	Requirements
1	4	<ul style="list-style-type: none"> • By Appointment only • Entry Level
Notes:		
<ul style="list-style-type: none"> • Admin Officer Level 1 is for Internships only 		

Admin Officer Level	Pay Point	Requirements
2	6	<ul style="list-style-type: none"> • By Appointment only • Entry level for Water Band 1
3	8	<ul style="list-style-type: none"> • 12 months at level 2
4	10	<ul style="list-style-type: none"> • 12 months at level 3
5	13	<ul style="list-style-type: none"> • 12 months at level 4

Admin Officer Level	Pay Point	Requirements
6	14	<ul style="list-style-type: none"> • By Appointment only • Entry level for Water Band 2
7	16	<ul style="list-style-type: none"> • 12 months at level 6
8	17	<ul style="list-style-type: none"> • 12 months at level 7
9	18	<ul style="list-style-type: none"> • 12 months at level 8

Admin Officer Level	Pay Point	Requirements
10	20	<ul style="list-style-type: none"> By Appointment only Entry level for Water Band 3
11	21	<ul style="list-style-type: none"> 12 months at level 10
12	22	<ul style="list-style-type: none"> 12 months at level 11
13	23	<ul style="list-style-type: none"> 12 months at level 12

Admin Officer Level	Pay Point	Requirements
14	25	<ul style="list-style-type: none"> By Appointment only Entry level for Water Band 4
15	27	<ul style="list-style-type: none"> 12 months at level 14
16	28	<ul style="list-style-type: none"> 12 months at level 15
17	29	<ul style="list-style-type: none"> 12 months at level 16

Admin Officer Level	Pay Point	Requirements
18	30	<ul style="list-style-type: none"> By Appointment only Entry level for Water Band 5
19	31	<ul style="list-style-type: none"> 12 months at level 18
20	32	<ul style="list-style-type: none"> 12 months at level 19
21	33	<ul style="list-style-type: none"> By Appointment only*

Notes:

- Appointment to level 21, Pay Point 33 is for employees seconded to Contract level positions.

8.2.2 APPRENTICES & TRAINEES

Level	Pay Point	Requirements
1	1	<ul style="list-style-type: none"> By Appointment to a designated apprenticeship or traineeship
2	2	<ul style="list-style-type: none"> 12 months at Level 1 & successful completion of coursework requirements
3	3	<ul style="list-style-type: none"> 12 months at Level 2 & successful completion of coursework requirements
4	4	<ul style="list-style-type: none"> 12 months at Level 3 & successful completion of coursework requirements
5	7	<ul style="list-style-type: none"> By Appointment for mature aged apprentices.

Notes:

- Appointment to Level 5 is for mature age apprentices who are 18 years of age at the time of commencement. An appointed mature age apprentice/trainee will remain at this level for the duration of their apprenticeship/traineeship.
- An apprentice who turns 18 years of age during the course of their apprenticeship will be regraded to Level 5 (Pay Point 7) effective from the date of their 18th birthday and will remain on this grade for the duration of their apprenticeship.

There is no guarantee of ongoing employment on completion of an apprenticeship.

8.2.3 ALL TRADES

Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> By Appointment only Entry level for Qualified Worker

		<ul style="list-style-type: none"> • Appropriate AQF III Qualification
2	15	<ul style="list-style-type: none"> • 12 months at Level 1
3	16	<ul style="list-style-type: none"> • 12 months at Level 2
4	17	<ul style="list-style-type: none"> • 12 months at Level 3
5	18	<ul style="list-style-type: none"> • 12 months at Level 4
Notes: <ul style="list-style-type: none"> • All Trades covers Mechanical Fitters, Electrical Fitters and Boiler Makers. 		

8.2.4 DUAL QUALIFIED

Dual Qualified - Boiler Maker, Electrical Fitter & Mechanical Fitter

Level	Pay Point	Requirements
1	15	<ul style="list-style-type: none"> • By Appointment only • Entry Level • Appropriate AQF III qualifications
2	16	<ul style="list-style-type: none"> • 12 months at Level 1
3	17	<ul style="list-style-type: none"> • 12 months at Level 2
4	18	<ul style="list-style-type: none"> • 12 months at Level 3
5	19	<ul style="list-style-type: none"> • 12 months at Level 4

Notes:

- Dual Qualified is an appointed position.
- To be Appointed as Dual Qualified requires the employee to hold and maintain:
 - For Electrical Fitters: Certificate III in Electrotechnology Electrician and Certificate III in Instrumentation and Control
 - For Mechanical Fitters: Certificate III in Engineering – Mechanical Trade and Certificate III in Engineering – Fabrication Trade
 - For Boilermakers: Certificate III in Engineering – Fabrication Trade and Certificate III in Engineering – Mechanical Trade
- Employees who are Dual Qualified must acquire and maintain agreed competencies applicable to their relevant Position.
- To be appointed as Dual Qualified, a substantial part of the employee's duties must include and maintain responsibilities and tasks associated with both identified trade positions.
- Dual Qualified appointments will be made with regard to duties/tasks performed whilst On Call will be reviewed if participation on the On Call roster voluntarily ceases.

8.2.5 TECHNICAL OFFICER WATER

Level	Pay Point	Requirements
1	20	<ul style="list-style-type: none"> • By Appointment only • Entry level • Appropriate post-trade qualification
2	21	<ul style="list-style-type: none"> • 12 months at Level 1
3	22	<ul style="list-style-type: none"> • 12 months at Level 2
4	23	<ul style="list-style-type: none"> • 12 months at Level 3
5	24	<ul style="list-style-type: none"> • 12 months at Level 4

8.2.6 ALL TRADES LEADING HAND SUPERVISOR

Level	Pay Point	Requirements
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1	25	<ul style="list-style-type: none"> By Appointment only Entry level
2	26	<ul style="list-style-type: none"> 12 months at Level 1

8.2.7 OPERATIONS COORDINATOR

Level	Pay Point	Requirements
1	30	<ul style="list-style-type: none"> By Appointment only Entry level
2	31	<ul style="list-style-type: none"> 12 months at Level 1
3	32	<ul style="list-style-type: none"> 12 months at Level 2

8.2.8 WATER TREATMENT

Level	Pay Point	Requirements
1	7	<ul style="list-style-type: none"> By Appointment only Entry level for Trainee Water Treatment Operator
2	8	<ul style="list-style-type: none"> 12 months at Level 1 Entry level for qualified Water Treatment Operator
3	10	<ul style="list-style-type: none"> 12 months at Level 2
4	13	<ul style="list-style-type: none"> 12 months at Level 3

Notes:

- Trainee Water Treatment Operators cannot progress to Level 2, Pay Point 8 until they are Qualified and appointed to the position of Water Treatment Operator.

8.2.9 WATER RETICULATION

Level	Pay Point	Requirements
1	7	<ul style="list-style-type: none"> By Appointment only Entry level
2	8	<ul style="list-style-type: none"> 12 months at Level 1
3	10	<ul style="list-style-type: none"> 12 months at Level 2
4	13	<ul style="list-style-type: none"> 12 months at Level 3

Notes:

8.2.10 SEWER

Level	Pay Point	Requirements
1	8	<ul style="list-style-type: none"> By appointment only Entry level
2	10	<ul style="list-style-type: none"> 12 months at Level 1
3	13	<ul style="list-style-type: none"> 12 months at Level 2
4	16	<ul style="list-style-type: none"> 12 months at Level 3

8.2.11 LEADING HAND WATER TREATMENT/RETICULATION/SEWER

Level	Pay Point	Requirements
1	15	<ul style="list-style-type: none"> By Appointment only Entry level
2	17	<ul style="list-style-type: none"> 12 months at Level 1
3	19	<ul style="list-style-type: none"> 12 months at Level 2 Entry level for LH Supervisor – Sewer
Notes: <ul style="list-style-type: none"> Level 2 Pay Point 17 is the Exit step for Leading Hand Supervisor – Water Level 2 Pay Point 17 is the Exit step for Leading Hand Supervisor – Minindee Pumping Station Level 3 is the Entry level for Leading Hand Supervisor – Sewer 		

8.2.12 MANAGERS & SPECIALISTS

Level	Pay Point	Requirements
1	30	<ul style="list-style-type: none"> By appointment only Entry level
2	31	<ul style="list-style-type: none"> 12 months at level 1
3	32	<ul style="list-style-type: none"> 12 months at level 2 Top of Band for appointed employees into the Managers & Specialist Band
4	33	<ul style="list-style-type: none"> This Pay Point is reserved for Agreement level employees Acting or Seconded into Contract level roles only.
Notes: <ul style="list-style-type: none"> Essential Water employees covered by the Agreement and who undertake Acting Higher-Grade duties or are Seconded to a Contract Level position, will be remunerated at level 4, Pay Point 33 for the duration of the engagement. Pay Point 33 is reserved for employees seconded or Acting in Contract level roles and does not form part of the ordinary progression for employees appointed to the Managers & Specialist Classification band. 		

SECTION 9 – ESSENTIAL WATER REDUNDANCY PROVISIONS

9.1 INVOLUNTARY REDUNDANCY

Where Essential Water has made a definite decision that an employee's job is redundant, Essential Water shall hold discussion with the employee directly affected and their Union.

Discussions are to identify alternatives to retrenchment including transfers to other work, retraining and voluntary redundancy programs.

For the purposes of the discussion Essential Water shall, as soon as practicable, provide to the employees concerned and their Union or Unions, all relevant information about the proposed redundancy including the reasons for, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the retrenchments are likely to occur. Essential Water shall not be required to disclose confidential information, which is not in its business interests.

- a) Where an employee is transferred to lower paid duties as an alternative to retrenchment, the employee shall be entitled to four (4) weeks' notice of transfer and the prevailing salary maintenance program as agreed between the Unions and Essential Water will be applied.

- b) Where a business is, before or after the date of this Agreement, transmitted to Essential Water and an employee who as a result of the transmission transfers to Essential Water:
 - (i) the continuity of the employment of the employee shall be unbroken because of a transmission; and
 - (ii) the period of employment, which the employee had with the transmitter or any prior transmitter, shall be service with Essential Water.
- c) During the period of notice of termination given by Essential Water an employee shall be allowed at least one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment.
- d) Where a decision has been made to make a position redundant, Essential Water shall notify the appropriate agency as soon as possible of the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- e) An employee whose employment is terminated shall be entitled to the following amount of severance pay in respect of a continuous period of service:

9.2 INVOLUNTARY REDUNDANCY – SERVICE BETWEEN 1 YEAR AND 13 YEARS

- a) Four (4) weeks’ notice or payment in lieu. Plus an additional one (1) weeks’ notice or pay in lieu for employees aged forty five (45) years and over with five (5) or more years of completed service.
- b) Severance pay at the rate of three (3) weeks per year of continuous service up to a maximum of thirty nine (39) weeks, with pro rata payments for incomplete years of service to be on a quarterly basis.
- c) The benefit allowable as a contributor to a retirement fund.
- d) An additional acceptance payment, if a severance offer is accepted within two (2) weeks of the written offer, as follows:

Period of Continuous Service	Severance Pay
Less than one (1) year	Two (2) weeks’ pay
One (1) year and less than two (2) years	Four (4) weeks’ pay
Two (2) years and less than three (3) years	Six (6) weeks’ pay
Three (3) years or more	Eight (8) weeks’ pay

“Weeks’ pay” means the ordinary time rate of pay for the employee concerned

9.3 INVOLUNTARY REDUNDANCY - SERVICE BETWEEN 14 YEARS AND 17 YEARS

Fifty two (52) weeks with pro-rata payments for incomplete years of service to be on a quarterly basis.

9.4 INVOLUNTARY REDUNDANCY - SERVICE OF 18 YEARS PLUS

- a) Severance pay at the rate of three (3) weeks per year of continuous service, with pro-rata payments for incomplete years of service to be on a quarterly basis.
- b) In addition to the above payments, an employee who has a preserved balance of personal/sick leave under Section 4 Clause 4.4.3 (Existing Accumulation) of this Agreement shall be paid for that preserved balance of Personal Leave.
- c) An employee may terminate employment during a period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with Essential Water until the expiry

of the notice.

- d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of temporary employees, Casual Employees or apprentices.

9.5 CALCULATION OF INVOLUNTARY REDUNDANCY ENTITLEMENT

Key:	maximum under existing entitlement
	3 weeks per year of service uncapped
	service between 14-17 years at max 52 weeks so no disadvantage at 3 weeks /year of service proposal

Current Entitlement	4 weeks in lieu	1 week if 45 + weeks old	3 weeks per year of service max 39 weeks	Additional acceptance payment	Total Weeks
1	4	1	3	2	10
2	4	1	6	4	15
3	4	1	9	6	20
4	4	1	12	8	25
5	4	1	15	8	28
6	4	1	18	8	31
7	4	1	21	8	34
8	4	1	24	8	37
9	4	1	27	8	40
10	4	1	30	8	43
11	4	1	33	8	46
12	4	1	36	8	49
13	4	1	39	8	52
14			42		52
15			45		52
16			48		52
17			51		52
18					54
19					57
20					60
21					63
22					66
23					69
24					72
25					75
26					78
27					81
28					84
29					87
30					90
31					93
32					96
33					99
34					102
35					105
36					108
37					111
38					114
39					117

40					120
41					123
42					126
43					129
44					132
45					135

9.6 EXPRESSION OF INTEREST IN VOLUNTARY REDUNDANCY

a) Any employee can submit an expression of interest in voluntary redundancy at any time. The acceptance of this application is solely at the discretion of the Company and is subject to relevant tax rulings. If the Company determines the role is excess to requirements and accepts an employee's expression of interest in voluntary redundancy:

- (i) the employee's employment will terminate within 4 weeks of the Company's acceptance of the expression of interest unless otherwise determined by the Company at its sole discretion; and
- (ii) the employee will be offered an additional early acceptance payment of thirteen (13) weeks' pay on a once off, one time only offer basis. That is, if the excess employee fails to accept the offer of voluntary redundancy within 2 weeks of the date of it having been made the additional 13 week early acceptance payment will not be offered to that employee again; and
- (iii) the employee will be entitled to the Voluntary Redundancy Payment in accordance with the schedule below (8.6.1).

If the Company determines that the employee is not excess to requirements the application will be rejected however, at the Company's sole discretion.

9.6.1 CALCULATION OF ENTITLEMENT FOR VOLUNTARY REDUNDANCY

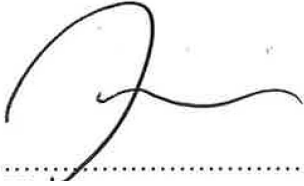
*The 13 week additional early acceptance payment will only be offered to an employee on one occasion.

The total amount of Redundancy pay will not exceed 52 weeks, inclusive of Payment in Lieu of Notice and any Early Acceptance Payment (excluding additional early acceptance payment one time offer of 13 weeks).

Key maximum entitlement							
Years of Completed Service	4 weeks in lieu of notice	1 week if age 45 years or older	Early acceptance payment	2 weeks per year of service	Total weeks (capped at 52 weeks maximum) <45/ 45+	Additional early acceptance payment (one time offer*)	Total weeks (capped at 65 weeks maximum) <45/ 45+
1	4	1	8	2	14/ 15	13	27/ 28
2	4	1	8	4	16/ 17	13	29/ 30
3	4	1	8	6	18/ 19	13	31/ 32
4	4	1	8	8	20/ 21	13	33/ 34
5	4	1	8	10	22/ 23	13	35/ 36
6	4	1	8	12	24/ 25	13	37/ 38
7	4	1	8	14	26/ 27	13	39/ 40
8	4	1	8	16	28/ 29	13	41/ 42
9	4	1	8	18	30/ 31	13	43/ 44
10	4	1	8	20	32/ 33	13	45/ 46
11	4	1	8	22	34/ 35	13	47/ 48
12	4	1	8	24	36/ 37	13	49/ 50
13	4	1	8	26	38/ 39	13	51/ 52
14	4	1	8	28	40/ 41	13	53/ 54
15	4	1	8	30	42/ 43	13	55/ 56
16	4	1	8	32	44/ 45	13	57/ 58
17	4	1	8	34	46/ 47	13	59/ 60
18	4	1	8	36	48/ 49	13	61/ 62
19	4	1	8	38	50/ 51	13	63/ 64

20	4	1	8	40	52	13	65
21	4	1	8	42	52	13	65

Years of Completed Service	4 weeks in lieu of notice	1 week if age 45 years or older	Early acceptance payment	2 weeks per year of service	Total weeks (capped at 52 weeks maximum) <45/ 45+	Additional early acceptance payment (one time offer*)	Total weeks (capped at 65 weeks maximum) <45/ 45+
22	4	1	8	44	52	13	65
23	4	1	8	46	52	13	65
24	4	1	8	48	52	13	65
25 years +	4	1	8	50 +	52	13	65



John Cle and (Chief Executive Officer)

Essential Energy
PO Box 5730
Port Macquarie NSW 2444

5 MARCH 2026.

Date



Bob Timbs (President)

Mining and Energy Union, NSW South
Western District (MEU)
PO Box 355
Broken Hill NSW 2880

6 March 2026

Date



Graeme Kelly (General Secretary)

Australian Municipal, Administrative, Clerical &
Services Union NSW United Services Branch
(USU)
Level 7, 321 Pitt Street
Sydney NSW 2000

6 March 2026

Date

Steve Murphy (National Secretary)

Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union known
as the Australian Manufacturing Workers'
Union (**AMWU**)
133 Paramatta Road
Granville NSW 2142

Date

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2026/429

APPLICANT:
Essential Energy

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS – SECTION 190

I, Ross Berry (Head of Water for Essential Energy) give the following undertakings with respect to the Essential Water Enterprise Agreement 2025 (“the Agreement”):

- Essential Energy undertakes that, notwithstanding clause 1.13(1)(c) of the Agreement, any party to a dispute may refer the dispute to the Fair Work Commission for conciliation and/ or arbitration; and
- Essential Energy undertakes that any flexibility arrangement entered into with employees in accordance with clause 3.5 of the Agreement will not result in any of those employees being worse off overall than they would be if the other provisions of the Agreement applied to them.

I have the authority given to me by Essential Energy to provide these undertakings in relation to the application before the Fair Work Commission.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in Matter No AG2026/429.

A handwritten signature in black ink, appearing to read "R Berry".

Signature

Date: 31 March 2026