



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Essential Energy T/A Essential Water
(AG2022/5428)

ESSENTIAL WATER ENTERPRISE AGREEMENT 2022

Water, sewerage and drainage services

COMMISSIONER JOHNS

MELBOURNE, 25 JANUARY 2023

Application for approval of the Essential Water Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Essential Water Enterprise Agreement 2022 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Essential Energy T/A Essential Water. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[4] The Australian Municipal, Administrative, Clerical and Services Union, the Construction, Forestry, Mining and Energy Union and the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 February 2023. The nominal expiry date of the Agreement is 29 October 2025.



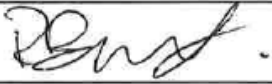

COMMISSIONER

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- e. Clause 4.9 will be taken to include an entitlement to compassionate leave when a child is stillborn or the employee, or the employee's spouse or de facto partner, has a miscarriage.
- f. Clause 3.2.2 will be taken to include a requirement to roster part-time employees for a minimum of 3 consecutive hours on any shift.
- g. Clause 3.2.2(f) will be taken to include a requirement to pay overtime to part-time employees for all hours worked in excess of the employee's agreed hours.
- h. Clause 2.2(c)(i) will be taken to apply as any shift finishing after 6.00 pm and at or before midnight.
- i. Clause 2.2(c)(ii) will be taken to apply as any shift finishing after midnight and at or before 8.00 am.
- j. Clause 6.11 ('Shift Night') will be taken to apply at the rate of 30 per cent per shift.
- k. Clause 6.11 ('Shift Morning') has no application as there are no employees who undertake a morning shift. Should any employee perform work prior to standard hours, this will be paid as overtime in accordance with Clause 2.4.3.
- l. Clause 2.4.3 applies to payment for overtime, or work performed on a holiday. 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. Consequently, the specific penalty rates are expressly provided for in Clause 2.4.3.
- m. Clause 1.3 does not apply to employees whose base weekly rate of pay is above the equivalent pay point for Managers and Specialists Level 4. Such employees are not covered by the terms of the Agreement. Clause 1.3 will be applied to ensure that a Total Remuneration Package ('TRP') contract will not be offered to any employee whose base weekly rate of pay is up to and including the equivalent Pay Point for Managers and Specialists Level 4.

Date signed:	24 Jan 2023
For and on behalf of the Employer by:	Ross Berry

[In accordance with s.190(5) of the FW Act]	
Signature:	
Witness name:	LISA REES-WILLIAMS
Witness signature:	



Essential Water

Enterprise Agreement 2022

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.

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SECTION 1 – ADMINISTRATIVE PROVISIONS

1.1 TITLE

This Agreement is a single enterprise agreement made in accordance with Section 172 of the Fair Work Act 2009 (Cth) and shall be known as the Essential Water Enterprise Agreement 2022 (the Agreement).

1.2 PARTIES

The parties to this Agreement are:

- Essential Energy
- Essential Water employees as defined in Clause 1.3 (Coverage)
- Construction, Forestry, Mining and Energy Union, Mining and General Division (South Western District) NSW Branch (CFMEU)
- 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 Menindee, 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 the equivalent Pay Point for Managers and Specialists Level 4 as contained in Section 6 Clause 6.10.1 (Essential Water Rates of Pay) Table 3 – Managers & Specialists.

Employees whose base weekly rate of pay is above the equivalent pay point for Managers and Specialists Level 4 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 for Managers and Specialists Level 4.

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

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 2010
- Electrical Power Industry Award 2010
- 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

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 2025.

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.

Dismissal means termination of employment for misconduct, inefficiency, incapacity, unsatisfactory performance or repeated absences from work.

Medical Certificate means a certificate provided by a registered or licensed health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners.

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.

Western NSW Depots for the purpose of Clause 6.9 Commitments means Menindee, or within the geographic region of the Yancowinna County as defined by the Division of Local Government as at March 2016.

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 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, age, marital status, family responsibilities, disability, trade union membership or activity, homosexuality, transgender identity, 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 agreement if:
- (i) the agreement 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

Agreeing 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 employer may refuse the request on only on reasonable business grounds.
- (5A) 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.
- (6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.
- (7) 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.

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) 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.
- c) Disputes should, as far as possible, be resolved at their source and at the lowest possible level.
- d) Disputes should remain in the part of the organisation concerned without interference from employees not involved.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) Essential Water will, where possible, take the needs of employees into account when making decisions.

j) 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 1.14 of the Essential Water Enterprise Agreement 2019, 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 Human Resources Officer and Head of Employee Relations.

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 s.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 6.10 (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, which is continuous with a period of full time employment.

1.18 APPOINTMENTS AND GRADING

- a) Appointment, promotion and annual incremental progression shall be subject to:
 - (i) The employee's satisfactory performance of duties and functions and, if training is provided by Essential Water.

- (ii) The employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- b) 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. Until there is an agreed evaluation system in place incremental progression shall occur.
 - (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.
- c) 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

- a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Enterprise Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- c) Any casual employee who has a right to elect under paragraph a), upon receiving notice under paragraph b) or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four (4) weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through Clause 1.13 (Dispute Resolution Procedure).

- d) Any casual employee who does not, within four (4) weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph c), discuss and agree upon:
 - (i) Whether the employee will convert to full-time or part-time employment; and
 - (ii) It is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement.

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

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

1.19.3 Work 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 (iii) 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 15.5% employer contribution to superannuation.
- b) On 29 October 2024, the employer contribution to superannuation will increase to 16% ('the fixed percentage').

- c) Any legislated increases in the Superannuation Guarantee Contribution (SGC) during the term of this Agreement will be absorbed within the employer contribution to superannuation set out in subclauses a) and b) above. From 29 October 2024, the superannuation will remain fixed and will not increase, unless the SGC required under legislation exceeds the fixed percentage.
- d) Subject to the provision of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into Cbus Superannuation.
- e) 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
- f) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the relevant scheme.
- g) 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 Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into Cbus Superannuation .

1.21.3 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 monies 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.

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) Unless otherwise determined in accord with the provisions of this Enterprise Agreement, standard hours are hours worked Mondays to Fridays inclusive between:
- 0755 to 1600 hours
 - 0800 to 1600 (USU administration staff)
 - 0830 to 1730 (northern administration staff – Rostered Day Off (RDO))
 - 0830 to 1642 (northern administration staff No RDO)
- c) This spread of hours (standard hours of work) may be altered by agreement between Essential Water and employees concerned.
- d) The span of ordinary hours of work for day workers shall be between (6.00am and 6.00pm) Monday to Friday inclusive.

2.1.2 Starting and Finishing Times

- a) Where agreement is reached between Essential Water and an employee or employees, up to 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 (2) week cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy two (72), provided that Essential Water has required that employee to work in excess of the seventy two (72) hours.
- b) 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 for family or personal reasons 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 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.

2.2 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 - a shift finishing after 1830 and before or at midnight

- (ii) Night Shift - a shift finishing between midnight and 0630, 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.
 - (iii) Morning Shift Allowance - employees working the morning shift will be paid an allowance, with pro rata payment for portion of a morning 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

It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of Essential Water. 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 work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

2.4.7 Minimum Payment for Recall to Work Overtime

An employee notified at work to start 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 three (3) 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

- 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) Rest periods shall not apply if any employee works overtime for less than four (4) hours.
- e) An employee, recalled to work overtime after midnight on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.
- f) 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.
- g) To qualify for rest period after overtime, the employee is required to work overtime or call out for four (4) hours or more, either continuous or periods, between midnight and their standard starting time on their next standard working day.

2.6 ON CALL AND STANDING BY

2.6.1 On Call and Standing By

- a) Employees may make themselves available for on call and standing by.
- b) Essential Water will consult with employees in determining an on call and standing by roster.

- c) If insufficient employees have nominated themselves for an adequate on call and standing by roster Essential Water will nominate the employees to be included in the on call and standing by roster.
- d) An employee designated as “on call and standing by” shall be available for emergency and/or breakdown work outside the employee’s usual hours of duty.
- e) On call and stand by 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 and standing by 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 and Standing By 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 and standing by roster, the employee concerned shall have at least one (1) weekend off duty in each four (4) weeks without reduction in the availability allowance.

2.6.6 Payment for Call Outs

- a) An on call and standing by 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 and standing by 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 and standing by 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 and standing by 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 and standing by emergency and/breakdown work.

2.6.9 Standby

- a) A daily allowance will be paid to an 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.
- b) Employees shall perform standby duties as directed, but shall be given reasonable notice. Standby shall be arranged by roster in each work group. Such employees as ensure that they can be contacted and can respond to a request to attend to duties while they are on standby, in a manner satisfactory to Essential Water.

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 (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 (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 (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 not related to the employee's current or possible future appointment or grading, will be paid at the appropriate ordinary time 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 ordinary time rate.
- b) This does not apply for time in excess of two (2) hours per working day, or for travel on any day the employee would not normally be at work. These periods shall be paid at the appropriate overtime rates or by mutual agreement, can be taken as time in lieu.
- c) Where learning and skills development takes place out of hours, employee family commitments will be taken into consideration.
- d) Penalty 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 and Standing by emergency and/or breakdown work.

2.9 FLEXIBLE WORKING HOURS

- a) Flexible working hours arrangements are for 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.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual 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 effective from the last day actually worked.

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) 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.
- f) A part time employee shall be entitled to the overtime provisions of this Agreement, in respect of work performed outside the span of hours or in excess of a full time employees normal daily, or weekly hours of work.
- g) 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 that period, work requirements shall be reviewed in consultation with the unions.
- d) Temporary employees will not be eligible to apply for positions internally advertised.
- e) Temporary employment shall not be used as an alternative to full time employment.

3.2.4 Casual Employment

- a) "Casual Employee" means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
- b) 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.
- c) 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.
- d) 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).
- e) 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.
- f) Casual appointments shall be reviewed after a continuous period of three (3) months.
- g) 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 three (3) 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 three (3) 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) 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.
- b) An employee required to remain away overnight shall, except as provided for in paragraph c), d) and e) 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.
- c) 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 b) (i) above.
- d) 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.
- e) 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.
- f) 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.
- g) Reasonable accommodation, for the purposes of this clause, will be of at least three (3) star standard, where possible.

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 based in the Western Division) 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 time worked.
- 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 – Employees required to perform regular rostered shift work 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.
- g) Payment made under this clause (for Water Division employees) will be based on the employee's personal average earnings for the preceding year excluding allowances but including overtime.
- h) 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 but only in the following circumstances. An employee must have:
 - an annual leave balance of more than four (4) weeks 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.

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) In addition to any day proclaimed as a State-wide public holiday, 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.
- b) Employees required to work on the Additional Essential Water Holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked, without loss of pay. Part time employees not scheduled to work on the day shall be granted time on a proportional basis. Part time employees working on the day will accrue either the actual hours worked or their proportional rate whichever is greater.
- 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 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.
- 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

In order to recognise genuinely held non-Christian religious beliefs an employee may, where it meets customer needs, business operations and with the agreement of their manager, substitute Christian based public holidays for those relevant to the employee's stated religion.

4.3.3 Payment for Work on an Public Holiday

- a) An employee including shift worker,
 - (i) who is required to work 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 is required to work outside of their usual working hours on an 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 an public holiday.
 - (iii) who is required to work on an public holiday shall be paid for a minimum of four (4) hours work at, at the appropriate rate, either a) or b) above.

b) Employee Absent Prior to and After an Public Holiday

An employee shall not be entitled to payment for a public holiday if absent from work without approval on the ordinary day before or after the public holiday.

c) Public Holiday During Leave of Absence

An employee, absent without pay for more than five (5) consecutive working days, shall not receive payment for any public holiday which occurs during the absence.

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 a public holiday shall have one (1) day added to their Annual Leave.

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.
- d) 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.
- e) 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.

- f) 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 Annual and Long Service Leave

- a) If an employee suffers personal illness or injury for a period of at least five (5) consecutive days whilst on Annual or Long Service leave, the employee will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.
- b) Lesser periods will be considered on a case by case basis provided satisfactory medical evidence is available.

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 the person concerned: and,

(ii) the person concerned being:

- a spouse of the employee; or
- a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - "relative" means a person related by blood, marriage or affinity
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; or
 - "household" means a family group living in the same domestic dwelling.

d) An employee shall, notify their immediate supervisor of the requirement to take leave, the reason for taking such leave, and the estimated length of absence as soon as practicable.

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

An employee shall not be entitled to take any period of Long Service Leave until the employee has completed ten (10) years' continuous service with Essential Water. 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, rostering requirements, staffing levels and workloads.

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 Fragmented Leave

Long service leave may be taken in separate periods of not less than one (1) week.

4.6.5 Notice of Leave

An employee shall give Essential Water at least one (1) months' notice of taking of Long Service Leave. However, a shorter period may be given in cases of unforeseen events which necessitate the employee taking leave.

4.6.6 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.

4.6.7 Periods not Included

Periods which shall not be included in the calculation of continuous service are periods of unpaid absences.

4.6.8 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.

4.6.9 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.

4.6.10 Payment

a) Allowances

An employee who regularly receives payment of On Call and Standing By allowances, 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, the employee's 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.

4.6.11 Holidays Excluded

Long Service Leave shall be exclusive of all public holidays which occur during the period of such leave.

4.6.12 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.

4.6.13 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) In the period immediately following the birth, stillbirth or adoption of a child, an employee who is the primary care giver shall, subject to the completion of twelve (12) months continuous service with Essential Water, be entitled to;
 - (i) Parental leave with full pay for a period of eighteen (18) weeks, or, in the alternative, thirty-six (36) weeks at half pay and;
 - (ii) Adoption leave with full pay for a period of eighteen(18) weeks, or in the alternative, thirty-six (36) weeks at half pay and;
- b) An employee who is not the primary care giver shall, subject to the completion of twelve (12) months continuous service with Essential Water at the time of the birth, be entitled to Other Parent Paid Parental leave with full pay for a period of three (3) weeks or in the alternative, six (6) weeks at half pay.
- c) An employee entitled to Other Parent Paid Parental leave in accordance with subclause (b) above, will be able to take that paid leave in either:
 - (i) A single block of 3 weeks at full pay; or
 - (ii) A single block of 6 weeks at half pay; or
 - (iii) 3 blocks of 1 week at full pay;

at any time in the 12 months immediately following the birth, stillbirth or adoption of a child. The employee must provide four (4) week’s notice of each block of leave.
- d) During the period of paid parental leave superannuation contributions will continue to be paid in accordance with Clause 1.21 of the Enterprise Agreement.
- e) Employees who become responsible for the care of a child who are not otherwise entitled to parental leave in accordance with this clause, may be entitled to leave in accordance with relevant policies and at Essential Energy’s discretion.
- f) 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 will be entitled to the following paid special pre-term parental leave:
 - (i) Where the employee has primary care of the child, 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) will apply.

- (ii) Where the employee does not have primary responsibility for the care of the child at the time of birth, the employee is entitled to 3 weeks Other Parental Paid Parental leave in accordance with b) and c) above.
- g) 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.
- h) 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 reasonable 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.
- i) 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.
- j) 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.
- k) 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.
- l) Right to Request
- (i) An employee entitled to parental leave may request the employer to allow the employee:

- To extend the period of simultaneous unpaid parental leave use up to a maximum of eight (8) weeks;
 - To extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
 - 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 must be recorded in writing.
- (iv) Request to return to work part-time

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.

m) 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).

n) 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.

- a) An employee shall notify Essential Water as soon as possible of the date upon which they are required to attend for Jury Service.
- b) 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.
- c) 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

- a) An employee is entitled to three (3) 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 (as defined in paragraph e)):
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- b) 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.
- c) An employee may take compassionate leave for a particular permissible occasion as consecutive days, single days or separate periods as agreed.
- d) Immediate family includes;
 - (i) the employee’s spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult 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, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- e) A member of the employee’s household includes a relative of the employee who is a member of the same household where for the purposes of this clause:
 - (i) ‘relative’ means a person related by blood, marriage or affinity;

(ii) 'affinity' means a relationship that one spouse because or marriage has to blood relatives of the other; or

(iii) 'household' means a family group or group of people living in the same domestic dwelling.

f) 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 (Carers 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 (Carers 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 UNION TRAINING LEAVE

a) An employee may make application to Essential Water for paid leave to attend union courses/conferences.

b) Essential Water's approval of an application for union leave is subject to:

(i) The taking of the leave shall be dependent upon Essential Water being able to make adequate staffing arrangements.

(ii) Training courses/conferences should be for Union Delegates or workplace representatives for whom the approved course is of relevance.

(iii) Written application and at least six (6) weeks' notice, or other agreed period, for leave shall be given.

(iv) Paid leave will not incur any other payment other than the ordinary rate of pay.

(v) An annual pool of paid leave up to a maximum of one hundred (100) days will be provided by Essential Water for employees to use for union leave, including union committees and conferences. Extra leave may be granted by approval of the Chief Executive Officer.

4.11 ACCIDENT LEAVE

4.11.1 Accident Pay

- a) An employee, after a period or periods of worker's compensation totalling 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 Enterprise Agreement 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.

4.11.2 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.

4.11.3 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.

4.11.4 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.

4.12 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 (Essential Water Allowances).

5.2 DIRTY WORK

An allowance, as per Section 6 Clause 6.11 (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 (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 (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 (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 (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 (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 (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 (Essential Water Allowances).
- c) Employees working the morning shift will be paid an allowance, with pro rata payment for portion of a morning shift worked as per Section 6 Clause 6.11 (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 (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.

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 (Essential Water Allowances).

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 CHIEF FIRE WARDEN ALLOWANCE

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 (Essential Water Allowances). An employee who is directed to act during a period of absence of the Chief Fire Warden shall be entitled to claim the allowance for the period whilst directed to act.

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 (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 (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 REGISTRATION 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 the employee in that position is required or seeks to be accredited, Essential Energy 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 an invoice from an accredited organisation, pay an employee up to \$1,500 towards the cost associated with achieving accreditation status.
- (iv) Once an engineer has achieved accreditation, for each calendar year, and upon presentation of an appropriate invoice, pay the employee \$500 to address reasonable costs associated with maintaining such accreditation including professional development training / course fees.
- (v) 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.
- (vi) Should legislation require engineer registration in NSW, support any employee to comply with the relevant legislative 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 (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 (Essential Water Allowances) shall increase at the same percentage rate as the rates of pay.

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 (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

Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee:

- remains at work until directed to leave work;
- stands by as directed; and
- reports for duty as directed.

6.3.2 Extreme Conditions

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

- ensure that the appropriate PPE is worn at all times
- ensure the adequate intake of fluids
- observe that regular rest breaks are utilised
- 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 UNION DELEGATE'S CHARTER

6.6.1 Essential Water shall be able to:

- a) Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
- b) Be given reasonable notice by Delegates that they intend to carry out their Union duties.
- c) Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings.
- d) Expect that Union Delegate(s) be reasonably available as required to assist in the facilitation of effective workplace relations practices.

6.6.2 To the extent permitted by the Fair Work Act 2009, Union Delegates at Essential Water shall be able to:

- a) Approach, or be approached by a member for the payment of union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- b) After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
- c) Have access to Union Officials, subject to the Fair Work Act 2009, as required within operational hours and on business premises as required for the purposes of Union business.
- d) Be able to represent employees or request a Union Official to represent the employee.
- e) To negotiate with management together with other Union Delegates on behalf of all or part of the members on any matters in accord with union policy affecting the employment of members who work in Essential Water.
- f) Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.

- g) Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- h) Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.
- i) Attend meetings and training held by the union in which they hold office without loss of any rights or ordinary pay following the approval of Essential Water. Attendance at these meetings shall not be unreasonably withheld. Leave granted for this purpose may be accessed by the relevant special leave provisions and or relevant training leave provisions.
- j) Have all agreements and arrangements negotiated with Essential Water set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
- k) Place appropriate union endorsed notices on defined union notice boards.

6.6.3 Paid Union Meetings

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

- a) A maximum of three (3) 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.
- b) Meetings must start at the commencement of ordinary hours of work for that location or immediately prior to the conclusion of ordinary hours of work unless otherwise agreed.
- c) In recognition of Essential Energy's requirements 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.

6.7 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.

6.8 NO EXTRA CLAIMS

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

6.9 COMMITMENTS

For the purposes of this Enterprise Agreement only, Essential Water makes the following commitments:

- a) No redundancies in Western NSW Depots for the nominal period of the agreement which expires on 29 October 2025;
- b) No depot closures across Essential Water's entire footprint for the nominal period of the agreement which expires on 29 October 2025.

6.10 ESSENTIAL WATER RATES OF PAY

The relevant rates of pay and allowances in Table 1 (clause 6.10.1), Table 2 (clause 6.10.1), Table 3 (clause 6.10.1), Table 4 (clause 6.10.2) and Essential Water Allowances (clause 6.11) will be increased on each of 29 October 2022, 29 October 2023 and 29 October 2024 as follows:

- (a) on 29 October 2022 the increase will be 3.5%.
- (b) on 29 October 2023 the amounts determined in accordance with paragraph (a) will be further increased by 3.5%; and
- (c) on 29 October 2024 the amounts determined in accordance with paragraph (b) will be further increased by 3.5%.

6.10.1 Table 1 - Non Trade, Trade and Technical Classification Pay Scale

Pay Point	28 October 2021	29 October 2022 (3.5%)	Apprentices	All Trades	All Trades Supervisor	Sewer	Sewer Supervisor	Water Retic Construction	Water Retic Construction Supervisor	Water Treatment	Water Treatment Supervisor
	2021	2022	APP	AT		S		WR		WPT	
1	723.97	749.31	1								
2	854.06	883.95	2								
3	981.97	1016.34	3								
4	1112.44	1151.38	4								
5	1147.54	1187.70						1			
6	1197.04	1238.93						2			
7	1212.76	1255.21						3			
8	1223.43	1266.25								1	
9	1270.56	1315.03				1				2	
10	1305.28	1350.96				2				3	
11	1344.76	1391.83				3					
12	1391.90	1440.62		1						4	
13	1431.17	1481.26		2							2 L/H
14	1470.18	1521.63		3		4				5	
15	1495.67	1548.02				5				6	
16	1533.88	1587.57		4						7	

Pay Point	28 October 2021	29 October 2022 (3.5%)	Apprentices	All Trades	All Trades Supervisor	Sewer	Sewer Supervisor	Water Retic Construction	Water Retic Construction Supervisor	Water Treatment	Water Treatment Supervisor
17	1567.94	1622.82	APP	AT		S		WR		WPT	
18	1615.75	1672.30		5				9	Sup L/H 1	8	3 L/H
19	1673.18	1731.74		6		6		10	Sup L/H 2	9	Sen L/H 1
20	1713.14	1773.10		7							
21	1757.14	1818.64		8	Sup L/H 1 T01						
22	1802.35	1865.43		9		7	Sup L/H	11	Sen L/H	10	Sen L/H 2
23	1834.33	1898.53		10							
24	1949.99	2018.24		11	Sup L/H 2 T02						
25	2016.24	2086.80		12	Sup L/H 3 T03						
				13	Sup L/H 4						



6.10.1 Table 2 - United Services Union (USU) - Classifications & Pay Rates

Grade	Level	Job Code	28 October 2021	29 October 2022 (3.5%)
Grade 1	Level 1	GG1L1	1081.65	1119.51
	Level 2	GG1L2	1107.25	1146.00
	Level 3	GG1L3	1133.46	1173.13
	Level 4	GG1L4	1160.34	1200.95
	Level 5	GG1L5	1187.85	1229.43
Grade 2	Level 1	GG2L1	1227.12	1270.07
	Level 2	GG2L2	1256.33	1300.30
	Level 3	GG2L3	1286.22	1331.24
	Level 4	GG2L4	1316.94	1363.03
	Level 5	GG2L5	1348.39	1395.58
Grade 3	Level 1	GG3L1	1374.31	1422.41
	Level 2	GG3L2	1407.12	1456.37
	Level 3	GG3L3	1440.85	1491.28
	Level 4	GG3L4	1475.42	1527.06
	Level 5	GG3L5	1510.80	1563.68
Grade 4	Level 1	GG4L1	1538.84	1592.70
	Level 2	GG4L2	1575.84	1630.99
	Level 3	GG4L3	1613.75	1670.23
	Level 4	GG4L5	1652.62	1710.46
	Level 5	GG4L5	1692.46	1751.70
Grade 5	Level 1	GG5L1	1729.35	1789.88
	Level 2	GG5L2	1771.14	1833.13
	Level 3	GG5L3	1813.89	1877.38
	Level 4	GG5L4	1857.79	1922.81
	Level 5	GG5L5	1902.75	1969.34
Grade 6	Level 1	GG6L1	1946.31	2014.43
	Level 2	GG6L2	1993.54	2063.32
	Level 3	GG6L3	2041.89	2113.36
	Level 4	GG6L4	2091.51	2164.72
	Level 5	GG6L5	2142.24	2217.22
Grade 7	Level 1	GG7L1	2164.90	2240.67
	Level 2	GG7L2	2217.55	2295.16
	Level 3	GG7L3	2271.52	2351.03
	Level 4	GG7L4	2326.81	2408.25
	Level 5	GG7L5	2383.54	2466.96

6.10.1 Table 3 – Managers & Specialists

Refer to Section 7.2 Schedule 1

Grade	28 October 2021	29 October 2022 (3.5%)
Level 1	2,179.70	2,255.99
Level 2	2,268.03	2,347.42
Level 3	2,359.40	2,441.98
Level 4	2,454.78	2,540.70

6.10.2 Table 4 - Barrier Industrial Council (BIC) – Classification and Pay Rates

Clerical Officers	Job Code	28 October 2021	29 October 2022 (3.5%)
1/2	AC01Y2	897.04	928.44
1/3	AC01Y3	990.86	1025.54
1/4	AC01Y4	1195.69	1237.54
2/1	AC02Y1	1210.95	1253.33
2/2	AC02Y2	1242.93	1286.43
2/3	AC02Y3	1335.89	1382.65
2/4	AC02Y4	1390.39	1439.06
2/5	AC02Y5	1424.29	1474.14
2/6	AC02Y6	1469.32	1520.74
2/7	AC02Y7	1501.07	1553.61
2/8	AC02Y8	1579.33	1634.61
3/1	AC03Y1	1649.10	1706.82
3/2	AC03Y2	1709.56	1769.39
4/1	AC04Y1	1748.48	1809.67
4/2	AC04Y2	1788.11	1850.70
5/1	AC05Y1	1812.03	1875.45
5/2	AC05Y2	1850.49	1915.26
5/3	AC05Y3	1916.36	1983.43

Admin Officers	Job Code	28 October 2021	29 October 2022 (3.5%)
1/1	AA01Y1	1914.00	1980.99
1/2	AA01Y2	1962.65	2031.34
2/1	AA02Y1	2017.52	2088.13
2/2	AA02Y2	2074.65	2147.26
3/1	AA03Y1	2123.20	2197.51
3/2	AA03Y2	2163.54	2239.26
4/1	AA04Y1	2213.57	2291.04
4/2	AA04Y2	2243.96	2322.50
5/1	AA05Y1	2324.09	2405.43
5/2	AA05Y2	2390.56	2474.23
6/1	AA06Y1	2435.90	2521.16

6.11 ESSENTIAL WATER ALLOWANCES

Section / Clause	Allowance Description	Frequency	28 October 2021	29 October 2022 (3.5%)
Section 2 Clause 2.7.5	Meal - Overtime	per meal	29.77	30.82
Section 2 Clause 2.7.4	Crib Time	per day	9.97	10.32
Section 6 Clause 6.2	Licence HC (5A)	per week	9.17	9.49
Section 6 Clause 6.2	Licence HR (3B)	per week	7.12	7.37
Section 5 Clause 5.13	Camping	per day	51.42	53.22
Section 5 Clause 5.9	Leading Hand	per hour	0.97	1.00
Section 5 Clause 5.10	First Aid Allowance	per day	2.96	3.07
Section 5 Clause 5.12	Chief Fire Warden Allowance	per week	19.39	20.07
Section 5 Clause 5.6	Bitumen Cold Mix	per day	6.60	6.83
Section 5 Clause 5.1	Confined Space	per hour	6.88	7.12
Section 5 Clause 5.2	Dirty Work	per hour	1.75	1.81
Section 5 Clause 5.3	Dangerous Substance	per hour	10.01	10.36
Section 5 Clause 5.4	Height	per day	5.56	5.75
Section 5 Clause 5.5	Sewer Access Chamber	per day	20.81	21.53
Section 5 Clause 5.7	Welding Galvanised Steel	per day	4.57	4.74
Section 5 Clause 5.14	Lead Bonus	per hour	4.40	4.56
Section 5 Clause 5.16	Climate Area Allowance	per day	N/A	2.80
Section 5 Clause 5.8	Shift - Morning	per shift	5%	5%
Section 5 Clause 5.8	Shift - Afternoon	per shift	15%	15%
Section 5 Clause 5.8	Shift - Night	per shift	17.50%	17.50%

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 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. 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) pay those hours at the ordinary single rate of pay, or
- b) to grant time-in-lieu for the actual hours worked

Such agreement will not to be unreasonably withheld.

7.2.3 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.

7.2.4 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 – ESSENTIAL WATER REDUNDANCY PROVISIONS

8.1 INVOLUNTARY REDUNDANCY

- a) 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.

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) An employee whose employment is terminated shall be entitled to the following amount of severance pay in respect of a continuous period of service:

8.2 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

8.3 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.

8.4 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.

8.5 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

8.6 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.

8.6.1 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 CLELAND (Chief Executive Officer)

Essential Energy
PO Box 5730
Port Macquarie NSW 2444

Date 20/12/22

GRAEME KELLY (General Secretary)

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

Date _____



GREG BRAES (Vice President)

Construction, Forestry, Mining & Energy Union
(CFMEU) & General Division (South Western
Districts) NSW Branch
Trades Hall
Blende Street
Broken Hill NSW 2880

Date 19-12-2022

STEVE MURPHY (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 _____

JOHN CLELAND (Chief Executive Officer)

Essential Energy
PO Box 5730
Port Macquarie NSW 2444

Date _____

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Date 19-12-2022



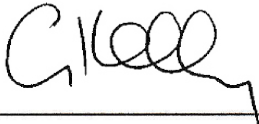
~~STEVE MURPHY (Secretary)~~

Robyn Fortescue - Acting State 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 21 December 2022

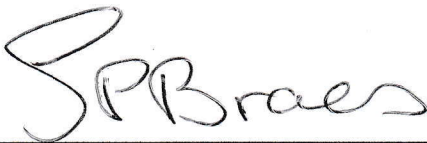
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STEVE MURPHY (Secretary)

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

Date _____

Date 22/12/22

Date 19-12-2022

Date _____



IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2022/5428

Employer:

Essential Energy (Employer)

Application:

**Section 185 – Application for approval
of a single enterprise agreement,
namely the Essential Water Enterprise
Agreement 2022 (Agreement)**

Authorised representative:

**Ross Berry
Head of Water**


Undertaking – Section 190

For and on behalf of the Employer I, Ross Berry:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. Clause 4.1.1(e) will be taken to define or describe an employee as a shift worker for the purposes of the National Employment Standards ('NES').
 - b. Clause 1.22 will be taken to apply only to wages and not any other accrued NES entitlements.
 - c. Clause 3.1.2(c) will be taken to include the requirement for notice of termination or payment in lieu of notice where an employee is considered to have abandoned their employment.
 - d. Clause 4.1.2 will be taken to include the requirement that the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

- e. Clause 4.9 will be taken to include an entitlement to compassionate leave when a child is stillborn or the employee, or the employee's spouse or de facto partner, has a miscarriage.
- f. Clause 3.2.2 will be taken to include a requirement to roster part-time employees for a minimum of 3 consecutive hours on any shift.
- g. Clause 3.2.2(f) will be taken to include a requirement to pay overtime to part-time employees for all hours worked in excess of the employee's agreed hours.
- h. Clause 2.2(c)(i) will be taken to apply as any shift finishing after 6.00 pm and at or before midnight.
- i. Clause 2.2(c)(ii) will be taken to apply as any shift finishing after midnight and at or before 8.00 am.
- j. Clause 6.11 ('Shift Night') will be taken to apply at the rate of 30 per cent per shift.
- k. Clause 6.11 ('Shift Morning') has no application as there are no employees who undertake a morning shift. Should any employee perform work prior to standard hours, this will be paid as overtime in accordance with Clause 2.4.3.
- l. Clause 2.4.3 applies to payment for overtime, or work performed on a holiday. 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. Consequently, the specific penalty rates are expressly provided for in Clause 2.4.3.
- m. Clause 1.3 does not apply to employees whose base weekly rate of pay is above the equivalent pay point for Managers and Specialists Level 4. Such employees are not covered by the terms of the Agreement. Clause 1.3 will be applied to ensure that a Total Remuneration Package ('TRP') contract will not be offered to any employee whose base weekly rate of pay is up to and including the equivalent Pay Point for Managers and Specialists Level 4.

Date signed:	24 Jan 2023
For and on behalf of the Employer by:	Ross Berry

[In accordance with s.190(5) of the FW Act]	
Signature:	
Witness name:	LISA REES-WILLIAMS
Witness signature:	