



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Central Seq Distributor-Retailer Authority T/A Urban Utilities
(AG2024/3523)

URBAN UTILITIES SAS EMPLOYEES' ENTERPRISE AGREEMENT 2024

Water, sewerage and drainage services

DEPUTY PRESIDENT BOYCE

SYDNEY, 15 OCTOBER 2024

Application for approval of the Urban Utilities SAS Employees' Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement to be known as the *Urban Utilities SAS Employees' Enterprise Agreement 2024* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Central Seq Distributor-Retailer Authority T/A Urban Utilities (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 14 October 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Water Industry Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation(s)

[3] The Australian Municipal, Administrative, Clerical and Services Union (**ASU**), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

[4]

Workplace delegates' rights clause

[5] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term prescribed by the *Water Industry Award 2020* is taken to be a term of the Agreement.

Conclusion

[6] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.¹

[7] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 October 2024. The nominal expiry date of the Agreement is 31 July 2027.



DEPUTY PRESIDENT

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¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Amending Act)* made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act 2009 (FW Act)*, that commenced operation on 6 June 2023. Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for this Agreement was before 6 June 2023. Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. This Agreement was made after 6 June 2023.

Note - In accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.



Urban Utilities SAS Employees' Enterprise Agreement 2024

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PART 1 – PRELIMINARY MATTERS

1.1 Title

This Agreement is known as the Urban Utilities SAS Employees’ Enterprise Agreement 2024 (**Agreement**).

1.2 Commencement

This Agreement will commence seven (7) days after it is approved by the FWC (**Commencement Date**). The nominal expiry date of this Agreement is 31 July 2027.

1.3 Agreement prevails

1.3.1 This Agreement is comprehensive and except as provided in this Agreement operates entirely to the exclusion of any Modern Award, Enterprise Agreement or any other industrial instrument that would otherwise apply to the Parties to this Agreement.

1.3.2 No term of this Agreement will operate to exclude the NES. Where the Agreement is more beneficial than the NES, the Agreement will supersede the NES.

1.4 Coverage

1.4.1 This Agreement covers and applies to Urban Utilities and those Employees employed by Urban Utilities within the Branch of Scientific Analytics Services and whose classification is described by Schedule Two to this Agreement.

1.4.2 This Agreement does not cover employees who are covered by the:

- (a) *Urban Utilities Administrative and Technical Employees’ Enterprise Agreement 2022*; or
- (b) *Urban Utilities Operational and Field Employees’ Enterprise Agreement 2021*; or
- (c) any Enterprise Agreements that replace the above two Enterprise Agreements.

1.5 Renew or Replacement

The Parties will commence formal negotiations to renew or replace this Agreement three months prior to the nominal expiry date of this Agreement.

1.6 Company Policies and Procedures

1.6.1 From time to time, the Employer may issue, amend, or replace policies and procedures relating to matters under this Agreement.

1.6.2 This Agreement will prevail to the extent of any inconsistency between it and a policy or procedure.

1.6.3 Employees have an obligation to ensure they comply with applicable policies and procedures.

1.6.4 For the avoidance of doubt, policies and procedures issued, amended and/or replaced by the Employer from time to time do not form part of this Agreement.

1.7 No extra claims

This Agreement is in full and final settlement of all claims for its duration. It is a term of this Agreement that no Party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

1.8 Definitions

In this Agreement, the following definitions apply:

- (a) **Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- (b) **Afternoon shift** means any shift (other than a 12 hour shift) worked Monday to Friday where the shift finishes after 18:00 and at or before midnight.
- (c) **Agreement** means *Urban Utilities SAS Employees' Enterprise Agreement 2024*.
- (d) **Appropriate First Aid Qualification** means a nationally recognised Statement/s of Attainment issued by a Registered Training Organisation (RTO) for the nationally endorsed first aid unit of competency Provide First Aid or a course providing equivalent skills.
- (e) **Approval** means approval of this Agreement by the Fair Work Commission.
- (f) **Base Hourly Rate** means the hourly rate specified in Schedule One of this Agreement, for the Employee's Ordinary Hours and their Classification Level.
- (g) **Base Weekly Rate** means the weekly rate specified in Schedule One of this Agreement for the Employee's Ordinary Hours and their Classification Level.
- (h) **Casual employee** has the meaning given to it in clause 3.4 of this Agreement.
- (i) **Classification Level** means a concise statement of the duties, skills and responsibilities indicative of a given classification level as described in Schedule Two of this Agreement.
- (j) **Commencement Date** means the date on which the Agreement commences as per clause 1.2 of this Agreement.
- (k) **Continuous service** for the purpose of clauses 7.8 - 7.10 of this Agreement means the length of time the Employee has worked for the Employer, excluding any unapproved or unpaid leave.
- (l) **Continuous Shift Worker** for the purpose of the NES and PART 7 of this Agreement, means an Employee who works:
 - (i) a roster, and who over the roster cycle, may be rostered to work Ordinary Hours on any of the 7 days of the week; and
 - (ii) is Regularly Rostered to work Sundays and Public Holidays.
- (m) **Council Transferred Employee** has the meaning in clause 4.4.1 of this Agreement.
- (n) **Crib Break** means a break provided for in certain circumstances to be taken based upon operational requirements which will count as time worked.
- (o) **Day Shift** means any shift that is not an Afternoon shift, Night shift, Saturday shift, Sunday shift or Public Holiday shift.
- (p) **Day Worker** has the meaning given to it in clause 6.1 of this Agreement.
- (q) **Domestic and family violence** has the meaning given to it in clause 7.27 of this Agreement.
- (r) **Double Time** means two times the Base Hourly Rate.

- (s) **Double Time and a Half** means two and a half times the Base Hourly Rate.
- (t) **Employee** means an Employee employed by the Employer and employed under a classification in Schedule Two of this Agreement.
- (u) **Employer** means Urban Utilities.
- (v) **Enterprise Agreement** has the meaning given to it in the Act.
- (w) **Excessive Leave Accrual** means:
- (i) for Employees (other than Continuous Shift Workers) more than eight weeks' accrued annual leave;
 - (ii) for Continuous Shift Workers, more than 10 weeks annual leave.
- (x) **Flex Time** has the meaning given to it in clause 6.10.2 of this Agreement.
- (y) **Full Time** has the meaning given to it in clause 3.2 of this Agreement.
- (z) **FWC** means the Fair Work Commission.
- (aa) **Higher Classification** means an Employee is required to work at a Higher Classification level if they are required to perform a majority of their role or duties at the standard or with the skills required of a classification higher than the Employee's substantive classification.
- (bb) **Immediate family** means:
- (i) a spouse, de facto partner (including a civil union partner), child or a child for whom the employee has primary care, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including a civil union partner) of the Employee.
- (cc) **LG Act** means *Local Government Act 2009 (Qld)*.
- (dd) **Maximum Term Employee** means an Employee who is employed pursuant to a contract of employment for a maximum period of time or for a specified task on either a Full Time or Part Time basis.
- (ee) **Modern Award** has the meaning given to it in the Act.
- (ff) **NES** means the National Employment Standards contained in Part 2-2 of the Act.
- (gg) **Night shift** means any shift worked Monday to Friday finishing after midnight and at or before 08:00 and is not Saturday shift, Sunday shift or Public Holiday shift.
- (hh) **Ordinary Hours** means the hours of work referred to in clause 3.2 or clause 3.3 of this Agreement.

- (ii) **Parties/Party** means:
 - (i) Urban Utilities;
 - (ii) Employees employed by Urban Utilities within the Branch of Scientific Analytics Services and whose classification is described by Schedule Two of this Agreement; and
 - (iii) the Union.
- (jj) **Part Time** has the meaning given to it in clause 3.3 of this Agreement.
- (kk) **Policy** means all policies and procedures authorised and issued by the Employer as amended from time to time.
- (ll) **Public Holiday shift** means any shift worked during the 24-hour period on a Public Holiday as defined in clause 7.26.1 of this Agreement.
- (mm) **Remote Response** has the meaning given to it in clause 5.8 of this Agreement.
- (nn) **Regularly Rostered** means at least 34 Sundays and 6 Public Holidays in a calendar year.
- (oo) **Saturday shift** means any shift worked between 00:00 Saturday and 00:00 Sunday that is not a Public Holiday shift.
- (pp) **Senior Position** means an Employee is required to work in a more Senior Position if they are required to perform the role or duties of an Employee who would be engaged in a more Senior Position in the Employer's business.
- (qq) **SG Act** means the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (rr) **Shift Worker** has the meaning given to it in clause 6.4.1 of this Agreement.
- (ss) **Sunday shift** means any shift worked between 00:00 Sunday and 00:00 Monday that is not a Public Holiday shift.
- (tt) **Time and a Half** means one and a half times the Base Hourly Rate.
- (uu) **Union** means the Australian Municipal, Administrative, Clerical and Services Union (**TSU**).
- (vv) **Urban Utilities** means the Central SEQ Distributor-Retailer Authority ABN 86 673 835 011 trading as Urban Utilities.
- (ww) **Workplace Delegate** means an Employee who has been formally appointed or elected by a Union who is a Party to this Agreement.

PART 2 – AGREEMENT FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION

2.1 Individual flexibility arrangements

2.1.1 An Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

2.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall under the terms of this Agreement than the Employee would be if no arrangement was made.

2.1.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the Employee's name and the Employer's name;
- (c) is signed by the Employee and the Employer and, if the Employee is under 18 years of age, signed by the Employee's parent or guardian;
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of the Employee's employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

2.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.1.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing—at any time.

2.2 Dispute resolution

2.2.1 This clause sets out the procedure for resolving a dispute which relates to:

- (a) a matter arising under this Agreement; or

- (b) the NES.
- 2.2.2 An Employee who is a party to the dispute may appoint a representative (including representation by the Union) for the purposes of the procedures in this term.
- 2.2.3 The dispute resolution procedure is as follows:
 - (a) The parties must first attempt to resolve the issue through discussion with the participation of the relevant Leader if necessary.
 - (b) If the matter remains unresolved after (a), or it is not appropriate to raise the matter with the relevant Leader, the issue should be resolved with the Leader Once Removed or the Employee's HR representative.
 - (c) If the matter remains unresolved after (a) and (b), the issue should be raised with the relevant General Manager or Executive Leadership Team member.
- 2.2.4 If discussion at the workplace level does not resolve the dispute, a party to the dispute may refer the matter to the FWC for:
 - (a) conciliation; or
 - (b) if the parties to the dispute agree, arbitration.
- 2.2.5 At any stage, any of the steps may, by agreement between the parties to the dispute, be bypassed in the interests of achieving a timely resolution.
- 2.2.6 While the parties are trying to resolve the dispute the Employee must:
 - (a) continue to perform their work as they would normally unless there is a reasonable concern about the imminent risk to their health or safety; and
 - (b) comply with a direction given by the Employer to perform other available work and consideration of the needs of the business will remain a priority.

2.3 Consultation about major workplace change

- 2.3.1 In the event the Employer has made a definite decision to introduce a major workplace change to production, program, work organisation model, structure or technology that is likely to have a significant effect on Employees, the Employees will be notified prior to the introduction of the major change.
- 2.3.2 A major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees;
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
 - (c) the elimination of job opportunities;
 - (d) the alteration of hours of work (including changes to regular roster or ordinary hours of work);
 - (e) the need to retrain Employees;
 - (f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs.

2.3.3 The Employer will discuss with the relevant Employee/s, and provide in writing, details of the major change, all relevant information about the expected effects that the major change is likely to have on the Employee/s, the measures the Employer is taking to avert or mitigate the adverse effect of the major change on the Employee/s and any other matters that are likely to affect the Employee/s.

2.3.4 Notwithstanding this, the Employer is not required to disclose confidential or commercially sensitive information.

2.3.5 As part of this process, the relevant Employee/s may wish to appoint a representative (which includes a representative of the Union) who will be recognised by the Employer upon notification by the Employee/s of the identity of the representative.

2.3.6 The Employer will give prompt and genuine consideration to matters raised about the major change by the relevant Employee/s.

2.4 Consultation about changes to rosters or hours of work

2.4.1 This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic, or unpredictable by the nature of the role, as identified in the Employee's role description.

2.4.2 The Employer must consult with any Employees affected by the proposed change and their representatives (if any).

2.4.3 For the purpose of the consultation, the Employer must:

- (a) provide to the Employees and representatives information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and invite their representative (if any) to give their views about that impact.

2.4.4 The Employer must consider any views given under clause 2.4.3(b) in this Agreement.

2.4.5 This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

PART 3 – EMPLOYMENT AND TERMINATION OF EMPLOYMENT

3.1 Type of Employment

All Employees will be engaged as either:

- (a) Full Time;
- (b) Part Time;
- (c) Casual; or
- (d) Maximum Term.

3.2 Full Time employees

3.2.1 A Full Time Employee will work an average of 38 Ordinary Hours per week. Ordinary Hours will be averaged:

- (a) for Shift Workers over a period of 8 weeks; and
- (b) for Day Workers over a period of 14 or 28 days.

3.3 Part Time employees

3.3.1 A Part Time Employee will have average Ordinary Hours of less than 38 hours per week.

3.3.2 At the time of engagement, the Employer and the Part Time Employee will agree in writing on the Part Time Employee's span of Ordinary Hours. Any variation to the Ordinary Hours will be agreed with the Employee.

3.3.3 The Employer is required to roster a Part Time Employee for a minimum of three consecutive Ordinary Hours on any day or shift, provided that the hours need not be consecutive where agreed by the Employer and Employee.

3.3.4 Time worked in excess of the Ordinary Hours will be either taken as Flex Time or paid at the overtime rates prescribed in clause 6.8 or clause 6.11 of this Agreement.

3.3.5 The provisions in this Agreement apply to Part Time Employees on a pro-rata basis according to the number of Ordinary Hours worked, unless a clause in this Agreement expressly provides otherwise.

3.4 Casual employees

3.4.1 A Casual Employee is an Employee who is engaged and paid as such but will not include a Part Time or Full Time Employee.

3.4.2 Casual Employees will be paid, in addition to the Base Hourly Rate, a loading of 25% of the Base Hourly Rate for the classification in which they are employed as compensation for all benefits such as annual leave and leave loading, paid personal/carers leave, notice of termination, redundancy and other entitlements owed to Full Time Employees and Part Time Employees under this Agreement.

3.4.3 Penalties (including public holiday penalties) and loadings for Casual Employees will be calculated on the Base Hourly Rate for the classification in which they are employed, exclusive of the casual loading.

3.4.4 Unless otherwise agreed, a Casual Employee shall be engaged for a minimum of two continuous hours' work on each occasion they are engaged, provided that the engagement need not be continuous where agreed between the Employer and the Employee and it does not span more than a 24 hour period.

3.4.5 For the avoidance of doubt, the following clauses of this Agreement do not apply to Casual Employees:

- (a) first aid allowance;
- (b) annual leave;
- (c) personal/carer's leave (except for unpaid Carer's leave clause 7.7.12 of this Agreement);
- (d) compassionate leave (except for unpaid Compassionate leave clause 7.11.7 of this Agreement);
- (e) parental leave (except as specified otherwise in clauses 7.13 - 7.17 of this Agreement);

- (f) redundancy entitlements;
- (g) notice of termination provisions; and
- (h) probationary period.

3.4.6 Offers and requests for conversion from Casual employment to a Full Time Employee or Part Time Employee will be in accordance with the NES.

3.5 Probationary period

3.5.1 All new Full Time Employees or Part Time Employees will be required to complete a six (6) month probation period.

3.5.2 During the probation period, employment may be terminated by either party by giving one weeks' notice (either worked by the Employee or paid in lieu as determined by the Employer).

3.5.3 The Employer may terminate the Employee's employment without notice during the probationary period where the Employee engages in serious misconduct.

3.6 Termination of employment

3.6.1 This clause does not apply to a Maximum Term Employee where the Employment ends as a result of the effluxion of time or the completion or cessation of the specified task.

3.6.2 Unless a longer notice period is set out in the contract of employment, the Employer or Employee may terminate the employment by providing the following notice in writing:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years but not more than 10 years	4 weeks
More than 10 years	5 weeks

3.6.3 If the Employee is over forty-five years of age with more than two years continuous service at the time of giving notice, that Employee will be entitled to an additional one weeks' notice.

3.6.4 At the Employer's discretion, the Employer may pay the Employee in lieu of notice or require the Employee to work part of the required period of notice and make payment in lieu for the part of the period of notice not worked.

3.6.5 If an Employee is to receive a payment in lieu of notice, the payment will be equivalent to the wages or salary the Employee would have received in respect of the hours the Employee would have worked during the period of notice (had their employment not been terminated).

3.6.6 The period of notice or payment of notice in this clause 3.6 of this Agreement, shall not apply in the case of dismissal for serious misconduct or any other grounds that justify summary dismissal.

3.6.7 If the Employee fails to give the period of notice under clause 3.6.2 of this Agreement, the Employer may deduct from the wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee, to the extent permitted by law.

3.6.8 The total amount payable with respect to notice of termination will be calculated on the basis of the Base Weekly Rate and any allowances, loadings and penalties.

3.7 Redundancy

3.7.1 For the avoidance of doubt, this clause 3.7 does not apply to a Maximum Term Employee where the Employment ends as a result of the effluxion of time or the completion or cessation of the specified task.

3.7.2 The Employer is committed to job security for all Employees to the extent possible. However, there may be times that due to financial, funding, or operational reasons that the Employer may determine to make a particular position/s redundant. As an alternative to redundancy, the Employer may redeploy Employee/s to other acceptable employment in accordance with this clause 3.7 of this Agreement.

3.7.3 An Employee whose employment is terminated by reason of redundancy will be entitled to redundancy pay in accordance with the table in clause 3.7.10 of this Agreement, except where the termination is due to the ordinary and customary turnover of labour.

3.7.4 If an Employee's position is made redundant, they will be entitled to a notice period of eight weeks instead of the notice provisions in clause 3.6.2 of this Agreement and;

(a) the Employer may pay all or part of the notice period in lieu at its discretion; and

(b) if an Employee terminates their employment during the notice period under this clause 3.7, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

(c) This additional notice is not payable where an Employee does not accept an offer of other acceptable employment.

3.7.5 As an alternative to redundancy, the Employer may offer redeployment opportunities to other acceptable employment.

3.7.6 In determining whether there is other acceptable employment, the Employer will (among other things):

(a) review the skills needed to perform the essential requirements of the alternative position;

(b) assess if the Employee has the necessary skills and relevant experience or is reasonably able to be retrained to perform the alternative position;

(c) where it is assessed that the Employee is reasonably able to be retrained, provide such reasonable training as is necessary; and

(d) consider the geographical location of the alternative position.

3.7.7 An Employee's redundancy entitlement under this Agreement may be affected by the Employee's refusal to accept an offer of other acceptable employment and in accordance with the law.

3.7.8 Consultation in relation to proposed redundancies will be conducted in accordance with clause 2.3 of this Agreement.

3.7.9 If an Employee accepts and is transferred to other acceptable employment at a Classification Level with a lower rate of pay:

- (a) the Employee will be transferred to the new Base Hourly Rate and will receive an allowance equivalent to the difference between the Base Hourly Rate that they received prior to accepting the other acceptable employment and the new Base Hourly Rate for a period of six (6) months from the date the Employee starts in the alternative position; and
- (b) the Employer may:
 - (i) give the Employee notice of transfer for the same time period as set out in clause 3.7.4 of this Agreement as if it were notice of termination; or
 - (ii) transfer the Employee to the new duties without giving the notice of transfer or before the expiry of a notice of transfer and paying the Employee an amount equal to the difference between what the Employee would have been paid had they worked the notice period and what the Employee was paid in the second role for the period for which the notice was not given.

3.7.10 The amount of redundancy pay is set out below:

Employee's period of continuous service with Urban Utilities on termination	Redundancy payment
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years but less than 11 years	20 weeks
At least 11 years but less than 12 years	22 weeks
At least 12 years but less than 13 years	24 weeks
At least 13 years but less than 14 years	26 weeks
At least 14 years but less than 15 years	28 weeks
At least 15 years but less than 16 years	30 weeks
At least 16 years but less than 17 years	32 weeks

Employee's period of continuous service with Urban Utilities on termination	Redundancy payment
At least 17 years but less than 18 years	34 weeks
At least 18 years but less than 19 years	36 weeks
At least 19 years but less than 20 years	38 weeks
At least 20 years but less than 21 years	40 weeks
At least 21 years but less than 22 years	42 weeks
At least 22 years but less than 23 years	44 weeks
At least 23 years but less than 24 years	46 weeks
At least 24 years but less than 25 years	48 weeks
At least 25 years but less than 26 years	50 weeks
More than 26 years	52 weeks

3.7.11 The amounts payable under this clause 3.7 will be calculated by reference to the Base Weekly Rate excluding allowances, loadings, and penalties.

3.7.12 To manage potential redundancies the Employer may ask Employees to nominate for a voluntary redundancy. The Employer may consider and/or accept an application from an Employee for voluntary redundancy at its sole discretion. If the Employer agrees to accept an Employee's redundancy, the entitlements will be in accordance with clause 3.7.10 of this Agreement or as contained in the offer of voluntary redundancy which cannot be less than clause 3.7.10 of this Agreement.

3.7.13 Despite clause 3.7.1 of this Agreement, if a Maximum Term Employee is terminated by reason of redundancy prior to the expiration of their term, the Employee is entitled to:

- (a) notice of termination in accordance with clause 3.7.4 of this Agreement; and
- (b) redundancy pay in accordance with the NES.

3.8 Support Options

3.8.1 An Employee whose employment is terminated by reason of redundancy in accordance with clause 3.7 of this Agreement, is entitled to access one or more of the following support services:

- (a) an outplacement consultant;
- (b) vocational assistance; and/or
- (c) the employee assistance provider.

3.8.2 An Employee whose employment is terminated by reason of redundancy in accordance with clause 3.7 of this Agreement, is entitled to take up to one day off without loss of pay for the purpose of seeking other employment. Time off is to be taken at a time that is convenient to the Employee after consultation with the Leader.

3.9 Abandonment of Employment

3.9.1 The following will be considered evidence that the Employee has abandoned their employment;

- (a) an Employee is absent from work for a continuous period exceeding three working days without the consent of the Employer; and
- (b) without reasonable notification to the Employer; and
- (c) the Employer has made all reasonable attempts to contact the Employee (including all nominated contacts).

3.9.2 The Employee will be deemed to have abandoned the Employee's employment if, within a period of seven days from the Employee's last attendance at work, or from the date of the Employee's last absence where notification was given or consent was granted, the Employee has not established, to the satisfaction of the Employer, that the Employee was absent for reasonable cause.

3.9.3 If the Employee's employment ends by reason of the Employee abandoning their employment with the Employer, the Employer will provide notice of termination or payment in lieu of notice in accordance with the notice provisions in clause 3.6 of this Agreement.

PART 4 – WAGE AND SALARY MATTERS

4.1 Wages

4.1.1 The Employee will be paid the rates of pay set out in Schedule One of this Agreement.

4.1.2 This Agreement provides increases to the rates of pay annually from the first full pay period on or after the dates specified below:

- (a) 4.5% from the Commencement Date.
- (b) 4.0% from 1st Anniversary of the Commencement Date.
- (c) 3.5% from 2nd Anniversary of the Commencement Date.

4.1.3 The Base Weekly Rate is paid to offset the Employee's Ordinary Hours and is calculated on an average of:

- (a) for Shift Workers 38 hours over a period of 8 weeks; and
- (b) for Day Workers 38 hours over a period of 14 or 28 days.

4.1.4 The Base Weekly Rate is calculated to provide certainty as to wages and to reduce the impacts of rotating rosters.

4.1.5 The Employer will pay the Employee's wages into their nominated bank account. The Employee will be paid on a weekly basis in arrears. The Employer may change the frequency of the Employee's pay to a fortnightly basis at the Employer's discretion, on the provision of a minimum of three months' notice.

4.2 Deductions from Remuneration

4.2.1 The Employee agrees to authorise the Employer to deduct from the salary and/or wages paid to the Employee in accordance with clause 4.1 of this Agreement and the Act, the amount of any overpayments made to the Employee by the Employer.

4.2.2 The Employer will discuss any deductions from the Employee's salary and/or wages with the Employee prior to any deductions taking place.

4.3 Salary Sacrifice

4.3.1 By agreement, an eligible Employee may nominate a portion of the future salary and/or wages paid to the Employee to be applied towards the cost of providing non-cash benefits or superannuation. The amounts paid to the Employee's superannuation fund are paid in satisfaction and offset any obligations for payment under this Agreement to the same amount.

4.3.2 An Employee who enters into a salary sacrifice arrangement agrees to be responsible for any costs associated with this arrangement to the extent permitted by law.

4.4 Superannuation

4.4.1 In this clause:

(a) **Council Transferred Employee** means an Employee who was transferred under the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* from either Brisbane City Council, Ipswich City Council, Scenic Rim Regional Council, Lockyer Valley Regional Council or Somerset Regional Council to Urban Utilities as at 1 July 2010.

(b) **Brighter Super** means the superannuation fund previously known as LGIA Super.

4.4.2 Council Transferred Employees are subject to the superannuation provisions in Chapter 7 Part 2 of the LG Act.

4.4.3 Superannuation contributions in relation to Council Transferred Employees must be made to Brighter Super and otherwise in accordance with the SG Act and the LG Act.

4.4.4 Employee contributions for Council Transferred Employees referred to in clause 4.4.1(a) of this Agreement, will be in accordance with the applicable Brighter Super rules and the LG Act.

4.4.5 Employees, who are not Council Transferred Employees, may elect to have the Employer make superannuation contributions at either (a) 14% or (b) in accordance with the superannuation guarantee under the SG Act.

4.4.6 Where an Employee who is not a Council Transferred Employee elects for the Employer to make a superannuation contribution of 14%, their Base Hourly Rate will be proportionally reduced such that their Base Hourly Rate and superannuation contribution will be the equivalent of the total of the Base Hourly Rate and superannuation contribution under the superannuation guarantee.

4.5 Higher Duties

4.5.1 If the Employer requires an Employee to work at a Higher Classification level for more than two consecutive days, the Employee will be paid the Base Hourly Rate of the Higher Classification for all hours worked at the Higher Classification.

4.5.2 If the Employer requires an Employee to work in a more Senior Position for more than five consecutive days and this Agreement does not apply to that position, the Employee will be paid at a level reflecting the skills and experience required for that position.

4.5.3 An Employee will not be entitled to the additional payments in clause 4.5.1 and 4.5.2 of this Agreement while absent on leave (other than personal leave or on a public holiday).

PART 5 – ALLOWANCES AND OTHER PAYMENTS

5.1 Meal Allowance

5.1.1 Employees will be paid a meal allowance as follows:

- (a) where the Employer requires an Employee to work more than two hours following the end of their Ordinary Hours on any day or shift (excluding unpaid meal breaks), a meal allowance of \$20.02 will be paid; and
- (b) if after working the additional two hours referred to in (a), the Employer requires the Employee to work an additional four hours continuously, an additional meal allowance of \$12.71 will be paid.

5.1.2 A meal allowance will not be paid where:

- (a) the Employer provides the Employee a suitable meal;
- (b) the Employer notified the Employee of the requirement to work the additional hours referred to in 5.1.1(a) of this Agreement prior to the Employee commencing their Ordinary Hours for the day or shift;
- (c) where the overtime is pursuant to clause 6.7.2(c) of this Agreement unless clause 6.7.2(a) of this Agreement applies; or
- (d) the Employee is rostered On-Call and who performs a Call-Out.

5.1.3 For the avoidance of doubt, the Employer will pay a meal allowance in accordance with clause 5.1.1 of this Agreement whether the Employee is paid for the additional hours as overtime in accordance with clause 6.7 of this Agreement or the Employee elects to bank the additional hours as Flex Time in accordance with clause 6.11 of this Agreement.

5.2 First Aid Allowance

5.2.1 The Employer may appoint an Employee with an appropriate first aid qualification to perform first aid duty.

5.2.2 An Employee who is so appointed and who performs first aid duty will be paid a weekly allowance of \$16.09, to be pro-rated if the Employee is on leave for part of a week.

5.2.3 This clause will not apply where the requirement to hold an Appropriate First Aid Qualification is a requirement of the Employee's employment.

5.3 Adverse Conditions Allowance

5.3.1 Employees, who as part of their role, are required to collect environmental samples daily, are entitled to an annual Adverse Conditions Allowance of \$3,200.

5.3.2 The Adverse Conditions Allowance:

- (a) is only paid to field-based employees;
- (b) will be paid in equal weekly instalments; and
- (c) will be paid during periods of paid leave.

5.3.3 Part Time Employees will be paid the Adverse Conditions Allowance on a pro-rata basis.

5.3.4 Employees, other than those referred to in clause 5.3.1 of this Agreement , who are directed by the Employer on an ad hoc basis to collect environmental samples, are entitled to an allowance of \$1.62 for every hour of work that is performed, including travel time to and from the collection point.

5.3.5 The Adverse Conditions Allowance will not be paid:

- (a) if an Employee is acting in a role that is not required to collect environmental samples daily; or
- (b) to Employees who perform laboratory tests on collected samples, unless they are otherwise entitled to the Adverse Conditions Allowance under clause 5.3.1 of this Agreement.

5.4 Use of own car

5.4.1 By agreement with the Employer, an Employee may use their personal vehicle for work purposes if the Employer requires the Employee to start and/or finish work away from the Employee's usual work location, including but not limited to the following locations (provided it is not the Employee's usual place of work):

- (a) the Employer's Corporate offices;
- (b) treatment plants and Depots (including work sites);
- (c) the Employer's Events;
- (d) training; or
- (e) sampling locations.

5.4.2 If clause 5.4.1 of this Agreement applies, the Employer will pay, at the rate specified by the Australian Taxation Office, per kilometre the Employee travels that is in excess of the distance the Employee would normally travel to the Employee's usual work location.

5.4.3 The Employee may be required to record full details of all such travel in a logbook.

5.4.4 The Employer will not pay an Employee in accordance with clause 5.4.2 of this Agreement if:

- (a) the Employer has not agreed to the Employee using their own car;
- (b) the Employee was provided with the use of the Employer's vehicle (such as a pool car or fleet vehicle); or
- (c) the Employee is supplied with a reasonable means of transport to and from the alternate locations referred to in clause 5.4.1 of this Agreement.

5.5 Travel time

5.5.1 If the Employer requires the Employee to start and/or finish work away from the Employee's usual work location, any commuting time, that is in excess of the Employee's normal commuting time, will be paid at the Base Hourly Rate and counted as time worked.

5.5.2 Clause 5.5.1 of this Agreement will not apply to Employees whose work commences at the time they leave home in an Urban Utilities' vehicle.

5.6 On-Call Allowance

5.6.1 Employees may be rostered to be On-Call as determined by the Employer based on operational requirements.

5.6.2 An Employee who is rostered to be On-Call must be able to be contacted and must be available to:

- (a) respond to a request to attend for work;
- (b) respond to phone calls or messages;
- (c) provide advice ('phone fixes');
- (d) arrange call out/rosters of other Employees; and
- (e) remotely monitor and/or address issues by remote telephone and/or computer access.

5.6.3 An Employee who is rostered On-Call will be paid the following allowance per 24 hour period:

When You are Rostered On-Call	Allowance per 24 hour period (up to 24 hours)
Monday to Friday (between 00:00 Monday and 00:00 Saturday)	\$45.00
Saturday (between 00:00 Saturday and 00:00 Sunday)	\$55.00
Sunday (between 00:00 Sunday and 00:00 Monday)	\$65.00
Public Holiday (during the 24-hour period of a Public Holiday)	\$100.00

5.6.4 If an Employee is rostered On-Call across two calendar days, they will be paid the relevant allowance for the calendar day on which the majority of time occurs.

5.6.5 Employees will not be rostered On-Call for more than seven consecutive 24 hour periods.

5.7 Call-Out

5.7.1 An Employee who is rostered On-Call and who is recalled to work after leaving the Employer's premises or worksite (**Call-Out**) will be paid for time worked at overtime rates in accordance with clause 6.8 of this Agreement, with a minimum payment of three hours.

5.7.2 For the avoidance of doubt, an Employee will be paid for a Call-Out from the time the Employee leaves their normal place of residence to depart for work to the time when the Employee returns home after the Call-Out ends.

5.7.3 An Employee who is rostered On-Call and who is notified of a Call-Out that does not require the Employee to either leave the Employee's place of residence and/or return to the Employer's premises, will be paid for time worked at overtime rates in accordance with clause 6.8 of this Agreement, with a minimum payment of one hour.

5.7.4 The Employee will not receive an additional minimum payment if an Employee is called out again to work within:

- (a) the initial minimum three-hour period as set out in clause 5.7.1 of this Agreement; or

(b) the initial minimum one hour period as set out in clause 5.7.3 of this Agreement.

5.7.5 An Employee is not on a Call-Out where:

- (a) they have been given prior notice of the requirement to work overtime prior to ceasing work;
- (b) they work overtime that is continuous with their Ordinary Hours; or
- (c) they are on a Call-Out two hours or less prior to the commencement of their Ordinary Hours, which will be paid as overtime rather than as a Call-Out.

5.8 Remote Response Allowance

5.8.1 If an Employee is rostered On-Call in accordance with clause 5.6 of this Agreement and the Employer requires the Employee to perform duties that do not require the Employee to leave their place of residence (**Remote Response**), the Employee will be paid for time worked at the overtime rates set out in clause 6.8 of this Agreement, with a minimum payment of one hour for each occasion the Employee is required to perform such work, subject to clause 5.8.2 of this Agreement.

5.8.2 The Employee will not receive an additional minimum payment if an Employee is required to again perform such work within the initial one-hour period.

5.8.3 Employees who are rostered On-Call for Remote Response must maintain and provide the Employer a time sheet setting out the length of time required to deal with each matter remotely while rostered On-Call for Remote Response.

5.9 Emergency Call-Out

5.9.1 If an Employee, who is not rostered On-Call under clause 5.6 of this Agreement, performs a Call-Out (**Emergency Call-Out**), they will be paid for time worked at the overtime rates set out in clause 6.8 of this Agreement, with a minimum payment of four hours.

5.9.2 If the Employee is called out again to work within the initial minimum four-hour period, they will not receive an additional minimum payment.

5.9.3 If the Emergency Call-Out is longer than the minimum four hours, the Employee will be paid at overtime rates in accordance with clause 6.8 of this Agreement.

5.9.4 For the avoidance of doubt, an Employee will be paid for a Call-Out from the time the Employee leaves their normal place of residence to depart for work to the time when the Employee returns home after the Call-Out ends.

5.10 Emergency Remote Response Allowance

5.10.1 If approved by a relevant Leader, Employees who are not rostered On-Call but who provide assistance via Emergency Remote Response, will be paid for time worked at overtime rates in accordance with clause 6.8 of this Agreement rounded up to the nearest 15 minutes.

5.10.2 No minimum period of time will apply except for the initial 15 minutes.

PART 6 – HOURS OF WORK AND RELATED MATTERS

6.1 Hours of work – Day Worker

6.1.1 A Day Worker is an Employee who is not a Shift Worker. A Day Worker's Ordinary Hours of work under this Agreement:

- (a) are 38 hours per week in accordance with clause 3.2 and 3.3 of this Agreement; and
- (b) can be averaged over a period of 14 or 28 days.

6.2 Span of hours – Day Worker

- 6.2.1 Ordinary Hours for Day Workers will be worked between 6:00am and 6:00pm Monday to Friday.
- 6.2.2 Start and finish times may be varied to be worked between 5:00am and 5:00pm Monday to Friday, by agreement, between the Employer and the directly affected Day Workers in the Field Analytics Team. For the avoidance of doubt, any work between 5:00am and 6:00am undertaken in accordance with this clause will not attract any further entitlements pursuant to clause 6.7.2(a) of this Agreement.
- 6.2.3 A Day Worker may work up to a maximum of 10 Ordinary Hours on any day (excluding unpaid meal breaks) or, by agreement between the Employer and the Day Worker, up to a maximum of 12 Ordinary Hours on any day. Where the Day Worker works a rostered shift of 12 Ordinary Hours, the Day Worker is considered to have agreed to working up to 12 Ordinary Hours.
- 6.2.4 All hours worked outside of the hours specified in clause 6.2.1, or 6.2.2 and 6.2.3 of this Agreement will be considered to be overtime and paid in accordance with clause 6.8 of this Agreement.

6.3 Breaks – Day Worker

- 6.3.1 A Day Worker will not be required to work more than five hours without an unpaid meal break of not less than 30 minutes. Where the meal break is delayed, it will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- 6.3.2 A Day Worker will be entitled to a paid morning and afternoon tea break of 10 minutes each. The morning and afternoon tea breaks may be combined to one 20-minute break, by mutual agreement.

6.4 Hours of Work - Shift Worker

- 6.4.1 A Shift Worker is a worker who is rostered to work shifts which may occur over 7 days a week and which may include:
 - (a) Day shift;
 - (b) Afternoon shift;
 - (c) Night shift;
 - (d) Saturday shift;
 - (e) Sunday shift; or
 - (f) Public Holiday shift.
- 6.4.2 A Shift Worker's Ordinary Hours are averaged over a period not exceeding 8 weeks.
- 6.4.3 The Employer will prepare a roster showing start and finish times of the Ordinary Hours of each Shift Worker. The roster will be communicated to the Shift Workers concerned.
- 6.4.4 The following conditions apply to preparing rosters:
 - (a) the rosters will specify start and finish times and where rostered hours of work are overtime. For the avoidance of doubt, if no overtime is specified the hours are Ordinary Hours in accordance with clause 3.2 and clause 3.3 of this Agreement;

- (b) subject to clause 6.4.5 of this Agreement, the shift lengths must not exceed 10 hours (including crib time which is counted as time worked) and the Shift Worker must not be rostered to work more than eight shifts in any nine day period;
- (c) except at the regular change over of shifts, the Shift Worker must not be rostered to work more than one shift in each 24 hour period; and
- (d) a Shift Worker will have a minimum break of 10 hours between each rostered shift.

- 6.4.5 The Employer may implement 12 hour shifts as part of a two shift, 24 hour continuous roster. Where the Employer implements this roster system, the Shift Worker will not be rostered to work more than five, 12 hour shifts in any nine day period.
- 6.4.6 Subject to clause 6.4.7, 6.4.8 and 6.4.9 of this Agreement, where the Employer seeks to change the roster structure or implement a new roster not previously worked before, the Employer will seek agreement with the affected Shift Workers. In the absence of agreement, the Employer can implement the roster changes on the provision of four weeks written notice of the change to the affected Shift Workers.
- 6.4.7 Where practicable, the Employer will provide the Shift Worker with two weeks' notice of the days the Shift Worker will be off shift. The days off shift may be changed by agreement or due to sickness or other cause over which the Employer has no control.
- 6.4.8 The Employer may require the Shift Workers to work a different shift or shift roster upon giving 48 hours' notice or such shorter period as agreed or as operational circumstances reasonably require.
- 6.4.9 Subject to agreement by the Employer, Shift Workers may exchange shifts and days off with other Shift Workers. Where shifts or days off are exchanged, each Shift Worker will be paid as if the shift had been worked in accordance with the roster. For the avoidance of doubt, a shift cannot be exchanged where it will cause the Shift Worker to be in breach of this Agreement, for example by not having a 10-hour break between shifts.

6.5 Breaks – Shift Worker

- 6.5.1 A Shift Worker who works a shift of less than 10 hours will be entitled to a paid crib break of 20 minutes which will count as time worked.
- 6.5.2 A Shift Worker who works a shift of more than 10 hours will be entitled to paid crib breaks totalling 30 minutes which will count as time worked.
- 6.5.3 A Shift Worker will not be required to work more than five hours without taking a crib break.
- 6.5.4 Crib breaks will be scheduled by the Employer based on the operational requirements of the Employer to ensure continuity of operations.
- 6.5.5 Where the Shift Worker is directed by the Employer to work during their normal crib break, the Shift Worker will be entitled to Time and a Half until such time as they are allowed to take their crib break.
- 6.5.6 A Shift Worker may take a 20-minute paid crib break after each four hours of overtime worked provided that the Shift Worker is required to continue working overtime after the taking of the crib break.

6.6 Shift Work Loadings

- 6.6.1 A Shift Worker will be paid Shift Work loadings as follows:

Shift	Payable	Loading
Afternoon shift loading	The Afternoon shift loading is paid for Ordinary Hours (other than a 12-hour shift) worked Monday to Friday where the shift finishes after 18:00 and at or before midnight.	17.5% loading on the Base Hourly Rate for the Ordinary Hours worked on Monday to Friday only.
Night shift loading	The Night shift loading is paid for Ordinary Hours worked Monday to Friday finishing after midnight and at or before 08:00.	30% loading on the Base Hourly Rate for the Ordinary Hours worked on Monday to Friday only.
Saturday shift loading	The Saturday shift loading is paid for Ordinary Hours worked between 00:00 Saturday and 00:00 Sunday.	Time and Half for the first two (2) hours and Double Time thereafter for the Ordinary Hours worked between 00:00 Saturday and 00:00 Sunday.
Sunday shift loading	The Sunday shift loading is paid for Ordinary Hours worked between 00:00 Sunday and 00:00 Monday.	Double Time for the Ordinary Hours worked between 00:00 Sunday and 00:00 Monday.
Public Holiday shift loading	The Public Holiday shift loading is paid for Ordinary Hours worked during the 24-hour period on a Public Holiday.	Double Time and a Half for the Ordinary Hours worked during the 24-hour period on a Public Holiday.

6.6.2 Where a shift may attract two or more loadings, the greater loading will be payable for the Ordinary Hours. A Shift Worker will only be entitled to one loading at any one time.

6.7 Overtime

6.7.1 The Employer may require the Employee to work reasonable overtime which, unless stated otherwise in this Agreement, will be paid at the overtime rates of pay set out in clause 6.8 of this Agreement. The Employee may refuse to work the overtime (except in the case of a Shift Worker who was rostered to work overtime) where such a refusal is reasonable. Whether a requirement to work and/or a refusal to work overtime is reasonable will be determined having regard to section 62 of the Act.

6.7.2 Unless otherwise provided, overtime means all work performed at the direction of the Employer:

- (a) by Day Workers outside of the span of hours set out in clauses 6.2.1 and 6.2.2 of this Agreement or in excess of the maximum Ordinary Hours per day as set out in clause 6.2.3 of this Agreement;
- (b) by Shift Workers in excess of the Ordinary Hours for any day or shift in a roster prepared in accordance with clause 6.4 of this Agreement;

- (c) in excess of the Employee's Ordinary Hours calculated by reference to the period of time over which they can be averaged as set out in clauses 6.1.1 and 6.4.2 of this Agreement, to the extent that such extra work does not already attract overtime in accordance with clause 6.7.2(a) or 6.7.2(b) of this Agreement.

6.8 Payment for overtime

- 6.8.1 Except as otherwise provided, overtime worked from Monday to Friday will be paid at Time and a Half for the first two hours and Double Time thereafter.
- 6.8.2 Overtime worked on a Saturday will be paid at Time and a Half for the first two hours and Double Time thereafter.
- 6.8.3 Overtime worked on a Sunday will be paid at Double Time.
- 6.8.4 Where the Employee works overtime on a Saturday or Sunday, the Employee will be rostered to work a minimum of two hours or will be paid for a minimum of two hours at the appropriate overtime rate. The Employer will not roster the Employee to work overtime on more than two consecutive weekends unless there is agreement to do so between the Employer and the Employee.
- 6.8.5 Overtime worked on a public holiday will be paid at Double Time and a Half.
- 6.8.6 Where the overtime worked may entitle the employee to two overtime penalties, the Employee will receive the greater of the two overtime penalties but not both.
- 6.8.7 The casual loading set out in clause 3.4.2 of this Agreement will not be paid for overtime hours worked.
- 6.8.8 The Shift Work loadings set out in clause 6.6.1 of this Agreement will not be paid for overtime hours worked.
- 6.8.9 In calculating overtime, each day's work stands alone.
- 6.8.10 In accordance with the definitions set out in clause 1.8 of this Agreement, the payment for overtime rates provided in this clause 6.8 are calculated on the Employee's Base Hourly Rate.
- 6.8.11 The Employee may take a 20-minute paid crib break after each four hours of overtime worked provided that the Employee is required to continue working overtime after the taking of the crib break.

6.9 Fatigue Management

- 6.9.1 Rosters are implemented in accordance with the Employer's Fatigue Risk Management Procedure. Where reasonably practicable, the Employer will roster Ordinary Hours so that an Employee has at least ten consecutive hours off duty between the work on successive days or shifts. For the sake of clarity off duty does not include being rostered as On-Call in accordance with clause 5.6 of this Agreement.
- 6.9.2 An Employee, other than a Casual Employee, who works overtime, or who has been on a Call-Out in accordance with clause 5.7 of this Agreement, between finishing their Ordinary Hours on one day and starting their Ordinary Hours on the next day that the Employee has not had at least ten consecutive hours off duty must, subject to the other provisions of this clause, be released until the Employee has had ten consecutive hours off duty without loss of pay of Ordinary Hours during the rest period.
- 6.9.3 If due to an immediate operational requirement, the Employer instructs an Employee to resume or continue work without having had ten consecutive hours off duty, the Employee will be paid at the rate of Double Time until the Employee is released from duty. The Employee will then be entitled to be

absent until the Employee has had ten consecutive hours off duty without loss of pay for Ordinary Hours during the rest period.

- 6.9.4 This clause 6.9 does not apply to Employees who perform Remote Response Call-Out or Emergency Remote Response Call-Out. If an Employee considers they are suffering fatigue as a result of performing a Call-Out, the Employee should raise it with their Leader. If the Employee is fatigued as a result of these duties and is unable to perform their job safely, a request for a paid fatigue break will not be unreasonably refused.

6.10 Flexible Working Arrangements

- 6.10.1 An Employee is entitled to make a request for a flexible working arrangement if the Employee is a full time Employee and has been employed by the Employer for at least 12 months and are:

- (a) A parent, or have responsibility for the care of a child who is school age or younger;
- (b) A carer (under the *Carer Recognition Act 2010*);
- (c) A person with a disability;
- (d) A person 55 or older;
- (e) Experiencing family or domestic violence;
- (f) Providing care or support for a family member, or member of your household, affected by family or domestic violence.

- 6.10.2 Nothing in this Agreement prevents the Employer and an Employee, who is not eligible to make a request under clause 6.10.1 of this Agreement, from agreeing to variation to working arrangements for flexibility. Any such agreement will be and remain subject to operational requirements.

6.11 Flex Time

- 6.11.1 Flex Time working arrangements are available by Agreement and are designed to:

- (a) allow Employees to attend to personal or family needs as well as increasing options for leisure time;
- (b) provide recognition and reward for extra hours worked at busy times;
- (c) enable staffing levels to be adjusted to cover busy periods and wider spans of working hours; and
- (d) benefit Employees and the Employer.

- 6.11.2 Flex Time is available to Employees, subject to approval from their Leader, where the individual work area requires variable hours due to business needs.

- 6.11.3 Subject to Leader approval, any hours an Employee works in excess of their rostered hours can be recorded as Flex Time. Employees can only accrue a total of three days (three days being equal to a total of 22.8 hours for Full Time Employees) of Flex Time (pro-rated for Part Time Employees). Hours worked in excess of three days accrued will be treated as overtime and paid in accordance with clause 6.7 of this Agreement.

- 6.11.4 For the avoidance of doubt, if an Employee requests to record hours as Flex Time, the Employee is not entitled to be paid overtime for those hours under clause 6.7 of this Agreement.

- 6.11.5 Flex Time will be paid at the Base Hourly Rate, meaning an Employee will receive an hour off for each hour of Flex Time accrued and their Base Weekly Rate will not be impacted.
- 6.11.6 Flex Time is to be taken at times agreed between the Employee and their Leader. Where practicable Flex Time should be taken before the taking of annual leave and long service leave or taken adjacent to such leave. Flex Time can be taken in combination with annual leave.
- 6.11.7 An Employee may request their Flex Time balance be paid out at any time. Flex Time will be paid out at the applicable overtime rate that would have applied when the Flex Time was accrued and will be paid in the next pay period following the request.
- 6.11.8 If, on termination of employment, an Employee has accrued Flex Time, the Employer will pay the accrued Flex Time at the overtime rate that would have applied when the Flex Time was accrued.

PART 7 – LEAVE AND PUBLIC HOLIDAYS

7.1 Annual Leave

- 7.1.1 Employees (other than Casual Employees and Continuous Shift Workers) covered by this Agreement are entitled to four weeks' statutory annual leave in accordance with the Act.
- 7.1.2 Employees who are Continuous Shift Workers are entitled to five weeks' statutory annual leave in accordance with the Act.
- 7.1.3 Part Time Employees will be entitled to annual leave on a pro-rata basis.
- 7.1.4 Annual leave accrues progressively during a year of service based on the Employee's Ordinary Hours and is cumulative from year to year. Accrued but untaken annual leave will be paid to the Employee on termination of their employment.
- 7.1.5 Whilst on Annual Leave, Employees will be paid at their Base Hourly Rate for the Ordinary Hours the Employee would have worked during that period, and any applicable Annual Leave Loading in clause 7.2 below.
- 7.1.6 Employees are permitted to take accrued annual leave at a time agreed with the Employer. In considering requests for annual leave, the Employer will take into account operational requirements. However, leave requests will not be unreasonably refused.
- 7.1.7 During periods of Annual Leave, if required, the Employer will ensure that adequate resourcing is utilised to manage the continuity of necessary work activities.
- 7.1.8 On request the Employer may agree to an Employee taking annual leave at half pay, at the Employer's absolute discretion and subject to operational requirements. While in receipt of half pay, the Employee will accrue other entitlements on an equivalent pro-rata basis.
- 7.1.9 An Employee who becomes ill during a period of annual leave may claim personal leave (to the extent of personal leave accrued) instead of annual leave for the period of the illness. An Employee must provide a certificate from a duly qualified medical practitioner for the period of the illness to substitute personal leave for annual leave.

7.2 Annual Leave Loading

- 7.2.1 Employees (other than Shift Workers) will be paid a loading of 17.5% of the Base Hourly Rate when taking annual leave.
- 7.2.2 Shift Workers who take a period of annual leave, will be paid the greater of either:

- (a) a loading of 17.5% of the Base Hourly Rate; or
- (b) the shift loading (including relevant weekend shift loadings) that would have applied to their shifts if they had not taken annual leave.

7.2.3 On termination of an Employee's employment, the applicable annual leave loading will be paid on accrued but untaken annual leave.

7.3 Shut Down

7.3.1 The Employer may in its discretion shut down all or part of the business, including during a scheduled Christmas/New Year shut down, and direct Employees to take annual leave for the duration of the shutdown period.

7.3.2 The Employer will provide no less than four weeks' notice in the event of a shutdown referred to in clause 7.3.1 of the Agreement.

7.4 Direction to take Annual Leave

7.4.1 If an Employee has an Excessive Leave Accrual, the Employer and Employee may seek to agree how to reduce or eliminate the excessive leave accrual.

7.4.2 If an agreement cannot be reached, the Employer may direct the Employee to take one or more periods of annual leave.

7.4.3 The direction to take annual leave:

- (a) will not require the Employee to take a period of leave less than one week;
- (b) must provide at least eight weeks notice of the requirement to take leave; and
- (c) must not result in the Employee having less than eight weeks accrued annual leave.

7.4.4 Nothing in this clause prevents an Employee making a request for annual leave in accordance with clause 7.1 of this Agreement.

7.5 Cashing out Annual Leave

7.5.1 Employees can cash out annual leave by agreement with the Employer in writing.

7.5.2 A separate written agreement is required each time an Employee wishes to cash out annual leave.

7.5.3 The agreement must be signed by the Employer and the Employee and must include:

- (a) the amount of leave to be cashed out;
- (b) the amount to be paid to the Employee; and
- (c) the date on which the payment is to be made.

7.5.4 The payment must not be less than the amount that would have been payable to the Employee had the Employee taken the leave.

7.5.5 An agreement is not permitted if it would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks.

7.5.6 An agreement is not permitted unless the Employee has taken at least one week annual leave in the 12 months immediately preceding the date the agreement is submitted.

7.5.7 The maximum amount of accrued annual leave that may be cashed out in any period of 12 months is three weeks.

7.6 Purchase of Additional Leave

7.6.1 Full Time or Part Time Employees who have less than eight weeks accrued annual leave can apply to purchase additional leave as follows:

(a) for Employees (other than Continuous Shift Workers) - four weeks purchased leave per year; or

(b) for Continuous Shift Workers - five weeks purchased leave per year.

7.6.2 Once purchased leave is approved, a portion of the Employee's Base Weekly Rate will be withheld for the purpose of payment during the period of purchased leave.

7.6.3 Purchased leave must be taken in one block within 12-months from the date the leave was purchased. Purchased leave cannot be taken at half-pay and annual leave loading is not payable on periods of purchased leave.

7.6.4 Purchased leave cannot be cashed-out. If an Employee is unable to take purchased leave within 12 months from the date the leave is purchased, the Employer will refund the portion of the Employee's Base Weekly Rate that was withheld in accordance with clause 7.6.2 of this Agreement.

7.6.5 If an Employee's employment is terminated before they can take their purchased leave the portion of the Employee's Base Weekly Rate that was withheld in accordance with clause 7.6.2 of this Agreement will be paid to the Employee on termination.

7.6.6 If an Employee's employment is terminated after they have taken their purchased leave but within 12 months from the date the leave was purchased, the Employee's final pay will be adjusted to take into account leave paid in advance.

7.7 Personal/Carer's Leave

7.7.1 For each year of service, a Full Time Employee is entitled to 15 days of personal/carers' leave.

7.7.2 Part Time Employees will be entitled to personal/carers' leave on a pro-rata basis.

7.7.3 Personal/carers' leave accrues progressively during a year of service (including during periods of paid leave) based on the Employee's Ordinary Hours and is cumulative year to year. Accrued but untaken personal/carers' leave will not be paid out on termination of employment.

7.7.4 Personal/carers' leave does not accumulate while an Employee is on periods of unpaid leave or while the Employee is receiving an income protection benefit.

7.7.5 Employees can take personal/carers' leave if the leave is taken:

(a) because the Employee is not fit for work because of a personal illness or personal injury;

(b) to provide 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 of a personal illness or personal injury; or

(c) to handle an emergency affecting a member of the Employee's household.

- 7.7.6 Employees can also access personal/carers' leave in an emergency, or to attend a medical appointment during Ordinary Hours.
- 7.7.7 Personal/carers' leave can be taken for part of a day.
- 7.7.8 While on personal/carers' leave, Employees will be paid at their Base Hourly Rate for the Ordinary Hours the Employee would have worked during that period.
- 7.7.9 Employees are required to notify their Leader as soon as practicable of:
- (a) the intention to take personal/carers' leave; and
 - (b) the expected period of the personal/carers' leave.
- 7.7.10 If reasonably practicable, Employees must notify their Leader in accordance with clause 7.7.9 of this Agreement by telephone, Email or text messages.
- 7.7.11 Where the Employee has been absent for more than two consecutive days or where it is requested by the Employer, the Employee must provide the Employer with a medical certificate.
- 7.7.12 In circumstances where an Employee has exhausted any paid personal leave entitlement or if the Employee is a Casual Employee, the Employee is entitled to up to two days unpaid carer's leave for each occasion on which the Employee must provide care or support to the Employee's family member or household because of an unexpected emergency or personal illness or injury affecting that member.

7.8 Long Service Leave

- 7.8.1 Full Time Employees are entitled to the following long service leave entitlement:
- (a) 9.1 weeks of long service leave for the initial seven years of continuous service; and
 - (b) 1.3 weeks for each completed year of service thereafter.
- 7.8.2 Part Time and Casual Employees with the periods of service specified in clause 7.8.1 of this Agreement are entitled to long service leave on a pro-rata basis calculated on the Ordinary Hours actually worked.
- 7.8.3 Long service leave does not accrue while an Employee is on a period of unpaid leave or is receiving an income protection benefit.
- 7.8.4 Employees are entitled to take long service leave after completing seven years of continuous service.
- 7.8.5 Subject to the exception in clause 4.5.3 of this Agreement, long service leave will be paid at the Base Hourly Rate the Employee earned immediately before the leave is taken.
- 7.8.6 The Employer at its discretion may approve Employees taking periods of long service leave at half pay. Employees taking long service leave at half pay will accrue other service-based entitlements at half the rate during the period of leave.
- 7.8.7 Accrued but untaken long service leave will only paid out on termination if the Employee has completed seven years of continuous service in accordance with section 95(4) of the *Industrial Relations Act 2016* (Qld).

7.9 Cashing out Long Service Leave

- 7.9.1 Employees who have completed at least seven years of continuous service may apply to the Employer to cash out a period of accrued but untaken long service leave.

- 7.9.2 If the Employer agrees the agreement must be confirmed in writing and must include:
- (a) the amount of long service leave being cashed out;
 - (b) the amount to be paid for the cashed out long service leave; and
 - (c) the date on which the payment will be made by the Employer.
- 7.9.3 The agreement to cash out a period of long service leave must be signed by both the Employer and the Employee.
- 7.9.4 For the avoidance of doubt:
- (a) the cash out payment must not be less than what the Employee would have been paid had they taken the period of long service leave;
 - (b) the maximum amount of accrued long service leave that may be cashed out is the balance of the Employee's accrued entitlement; and
 - (c) the minimum amount of accrued long service leave that may be cashed out per occasion by the Employee is four weeks.

7.10 Direction to take Long Service Leave

- 7.10.1 The Employer may consult with Employees who have completed at least seven years of continuous service and who have not taken long service to request the Employee take a period of long service leave at a time that is agreed by both parties.
- 7.10.2 If the Employer and Employee cannot agree to the Employee taking a period of long service leave, the Employer may direct the Employee to take a period of long service leave.
- 7.10.3 A direction by the Employer must:
- (a) be in writing;
 - (b) provide the Employee with at least three months' notice of the requirement to take long service leave; and
 - (c) require the Employee to take at least four weeks long service leave.
- 7.10.4 The Employer may only direct a person to take long service leave in accordance with clause 7.10.2 of this Agreement once in a 12-month period.

7.11 Compassionate Leave

- 7.11.1 Employees (other than Casual Employees) are entitled to two days compassionate leave for each occasion that a member of the Employee's Immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life.
- 7.11.2 Compassionate leave may be taken in one continuous period or separate periods and will be paid at the Employee's Base Hourly Rate for the Ordinary Hours the Employee would have worked during the period of compassionate leave.
- 7.11.3 Employees are required to notify their Leader as soon as practicable of:

- (a) the intention to take compassionate leave; and
 - (b) the expected period of the compassionate leave.
- 7.11.4 If reasonably practicable, Employees must notify their Leader in accordance with clause 7.11.3 of this Agreement by telephone. Email or text messages are to be used as a secondary contact only if personal contact via telephone cannot be made.
- 7.11.5 Employees who take compassionate leave may be required to provide evidence of the need for compassionate leave, which may include:
- (a) a medical certificate;
 - (b) a letter from a medical practitioner; or
 - (c) some other document that would satisfy a reasonable person the Employee requires compassionate leave.
- 7.11.6 For the avoidance of doubt, a statutory declaration is not considered to be a suitable document in this instance.
- 7.11.7 Casual Employees may access up to two days of unpaid compassionate leave for each occasion.

7.12 Bereavement Leave

- 7.12.1 Employees are entitled to three days of paid bereavement leave for each occasion when a member of the Employee's Immediate family or household dies.
- 7.12.2 Employees will be paid at their Base Hourly Rate for the Ordinary Hours the Employee would have worked during the period of bereavement leave.
- 7.12.3 Employees are required to notify their Leader as soon as practicable of:
- (a) the intention to take bereavement leave; and
 - (b) the expected period of bereavement leave.
- 7.12.4 If reasonably practicable, Employees must notify their Leader in accordance with clause 7.12.3 of this Agreement by telephone. Email or text messages are to be used as a secondary contact only if personal contact via telephone cannot be made.
- 7.12.5 Employees who take bereavement leave may be required to provide evidence of the need for bereavement leave, which may include:
- (a) a medical certificate;
 - (b) a letter from a medical practitioner;
 - (c) funeral notice;
 - (d) a letter from a funeral home; or
 - (e) some other document that would satisfy a reasonable person the Employee requires bereavement leave.
- 7.12.6 For the avoidance of doubt, a statutory declaration is not considered to be a suitable document in this instance.

7.13 Parental Leave - General

7.13.1 Employees are entitled to parental leave in accordance with the NES and clauses 7.13 - 7.17 of this Agreement. If there is any inconsistency between this clause and the NES to the detriment of an Employee, the NES will prevail.

7.13.2 Parental leave entitlements under clauses 7.13 - 7.17 of this Agreement may be available when

- (a) an employee gives birth;
- (b) an employee's spouse or de facto partner gives birth; or
(together or singly **birth-related leave**)
- (c) an employee adopts a child under 16 years of age.
(**adoption related leave**)

7.13.3 In this clause an Eligible Employee is an Employee (other than a Casual Employee) who has at least 12 months continuous service with the Employer:

- (a) before the date or expected date of birth if the Employee is pregnant; or
- (b) before the date of adoption, or
- (c) before the date of birth if the Employee is not pregnant.

7.13.4 A Casual Employee may be entitled to leave where:

- (a) the Casual Employee is or will be a regular casual employee who has been employed on that basis for a sequence of periods of employment during the period of at least 12 months:
 - (i) before the date or expected date of birth if the Employee is pregnant; or
 - (ii) before the date of adoption, or
 - (iii) when the leave starts (if the leave is taken after another person cares for the child or takes parental leave); and
- (b) the Casual Employee has a reasonable expectation of continuing employment on a regular and systematic basis.

7.14 Unpaid Parental Leave

7.14.1 Employees who meet the criteria in clause 7.13.3 or clause 7.13.4 of this Agreement are entitled to 12 months unpaid parental leave if:

- (a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's spouse or de-facto partner; or
 - (ii) the placement of a child with the Employee for adoption; and
- (b) the employee has or will have primary responsibility for the care of the child.

- 7.14.2 Notice and evidence requirements for taking unpaid parental leave are as set out in the NES.
- 7.14.3 If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start:
- (a) up to 6 weeks before the expected date of birth of the child; or
 - (b) earlier, if the Employer and Employee agree;
- but must not start later than the date of birth of the child.
- 7.14.4 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a registered medical practitioner stating that they are fit to work in their present position. The Employer may require the Employee to start unpaid parental leave if the Employee:
- (a) does not provide the requested certificate within 7 days after the request;
 - (b) within seven days after the request for the certificate, gives the Employer a medical certificate stating that the Employee is unfit to work; or
 - (c) is otherwise unfit for work.
- 7.14.5 If the Employee is directed to take unpaid leave, the leave period will not reduce the Employee's entitlement to 12 months' parental leave.
- 7.14.6 If the leave is birth-related leave but clauses 7.14.2 and clause 7.14.3 of this Agreement do not apply, the period of leave must start on the date of birth of the child.
- 7.14.7 If the leave is adoption-related leave, the period of leave must start on the day of placement of the child. However, prior to the day of placement of the child, Employees are also entitled to two days of unpaid leave to attend interviews relating to the adoption or matters relating to lawful surrogacy arrangements.
- 7.14.8 Despite clauses 7.14.2- 7.14.6 of this Agreement, the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
- (a) the Employee has a spouse or de facto partner who is not an Employee; and
 - (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.
- 7.14.9 Unpaid parental leave must be taken in a single continuous period unless the Employee is entitled to take a period of concurrent leave.
- 7.14.10 Where the Employee does not have or will not have responsibility for the care of the child, the Employee may be entitled to take a period of concurrent leave, on the following basis:
- (a) the concurrent leave is no longer than eight weeks in total; and
 - (b) the concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two weeks.
- 7.14.11 At least four weeks before the end of the initial unpaid parental leave period, an Employee who takes unpaid parental leave in accordance with clause 7.14.1 of this Agreement may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the initial unpaid parental leave period.

7.14.12 The Employer will consider the request made in accordance with clause 7.14.11 of this Agreement and may only refuse the request on reasonable business grounds following a discussion with the Employee.

7.14.13 Employees who have taken unpaid parental leave, upon return to the workplace, will receive a lump sum superannuation contribution in line with the Minimum Superannuation Guarantee entitlement for the total period of up to 12 months, which can be comprised of any combination of Parental Leave, Annual Leave and Unpaid Parental Leave.

7.15 Paid Parental Leave

7.15.1 Eligible Employees are entitled to 18 weeks paid parental leave if:

- (a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's spouse or de-facto partner; or
 - (ii) the placement of a child with the Employee for adoption; and
- (b) the Employee has or will have primary responsibility for the care of the child.

7.15.2 In circumstances where the baby is still born or where the baby dies during the period of paid parental leave, an Eligible Employee is entitled to the full paid parental leave period.

7.15.3 Paid parental leave will be paid at the Employee's Base Weekly Rate and can be taken over 28 weeks at half pay.

7.15.4 Paid parental leave is taken concurrently with and not in addition to unpaid parental leave.

7.16 Paid Partner Leave

7.16.1 Eligible Employees are entitled to four weeks paid partner leave if the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's spouse or de-facto partner; or
- (b) the placement of a child with the Employee for adoption.

7.16.2 Paid partner leave must be taken in one single period within the first 12 months of the child's birth or placement.

7.16.3 Paid Partner Leave is available for an Eligible Employee who supports the primary carer and who has a responsibility for the care of the child.

7.16.4 Paid partner leave will be paid at the Employee's Base Weekly Rate.

7.17 Keeping in Touch Days

7.17.1 During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

7.17.2 Keeping in touch days must be agreed, are paid and are taken in accordance with section 79A of the Act.

7.18 Community Service Leave

- 7.18.1 Full Time Employees who are members of a recognised emergency management body are entitled to take up to 38 hours per occasion of paid community service leave for the purpose of engaging in a voluntary emergency activity.
- 7.18.2 Part Time are entitled to community service leave on a pro-rata basis.
- 7.18.3 Community service leave is available for:
- (a) the period that the Employee is engaged in a voluntary emergency activity; and
 - (b) reasonable travel and rest time.
- 7.18.4 The Employee must be engaged in the emergency activity voluntarily and either:
- (a) requested to have engaged in the activity; or
 - (b) would have requested to have engaged in the activity if the circumstances permitted.
- 7.18.5 Employees will be paid at their Base Hourly Rate for the Ordinary Hours the Employee would have worked during the period of community service leave.
- 7.18.6 If an Employee engaged in a voluntary emergency activity exhausts their paid community service leave, the Employee will be entitled to take unpaid community service leave for the purpose of the voluntary emergency activity. There is no limit on the amount of unpaid community service leave an Employee can take.
- 7.18.7 Prior to taking community service leave, Employees should provide as much notice as possible in the circumstances of the intention to take leave and the expected duration of the leave. The Employer may request the Employee provides evidence for the reason for the community service leave.

7.19 Australian Defence Force Reservist Leave

- 7.19.1 Full time Employees are entitled to 15 days per year (non-cumulative) for paid Australian Defence Force Reservist Leave to participate in training, active service, or peace-keeping roles.
- 7.19.2 Part Time Employees will be entitled to Australian Defence Force Reservist Leave on a pro-rata basis.
- 7.19.3 Where the Australian Defence Force requests that an Employee attend training, a deployment, an operation, or an exercise, the Employee may be granted additional Australian Defence Force Reservist Leave at their Leader's discretion.
- 7.19.4 Australian Defence Force Reservist Leave is paid at an Employee's Base Hourly Rate for the Ordinary Hours that they would have worked in that period.

7.20 Jury Service

- 7.20.1 If an Employee is required to attend for jury service during their Ordinary Hours, the Employer will pay the Employee at their Base Hourly Rate for the Ordinary Hours the Employee would have worked in that period.
- 7.20.2 If the Employee receives any other payment e.g. from the relevant Court, the Employer is entitled to reduce the amount payable in clause 7.20.1 of this Agreement by the amount of the payment, or if the Employer has already paid the Employee, the Employee is required to reimburse the Employer for that amount of money.

7.20.3 The Employee must reimburse the Employer in accordance with clause 7.20.2 of this Agreement within seven days of receiving the payment.

7.21 Blood Donor Leave

7.21.1 Employees, who register as an Urban Utilities Donor are entitled to up to 18 hours of paid time per year (non-cumulative) to donate blood or blood cells.

7.21.2 Employees are entitled to access the leave in two-hour blocks, which is intended to allow the employee to:

- (a) travel to and from the donation collection centre;
- (b) make a blood or blood cell donation; and
- (c) recover after donating.

7.21.3 An Employee who has not recovered sufficiently to safely attend for work within the two hours of leave will be required to access personal/carers' leave in accordance with clause 7.7 of this Agreement while they recover.

7.21.4 Blood Donor Leave is paid at an Employee's Base Hourly Rate for the Ordinary Hours the Employee would have worked during that period.

7.22 Cultural and Ceremonial Leave

An Employee may request to access annual leave, Flex Time or unpaid leave to attend ceremonial events or events of cultural significance in accordance with the Employer's leave procedure as varied and amended from time to time.

7.23 Natural Disaster Leave

7.23.1 Subject to the Chief Executive Officer's approval, an Employee may request five days paid Natural Disaster Leave per event (non-cumulative) when:

- (a) a state of emergency or a natural disaster has been declared under State or Commonwealth law; or
- (b) there are severe or dangerous natural events including bushfires, earthquakes, floods, and cyclones but a natural disaster or state of emergency has not been declared; and
- (c) the Employee is isolated and unable to report to their workplace, or a reasonably accessible alternative office, depot, or work site; or
- (d) it is unsafe for the Employee to continue working because of severe or dangerous natural events including bushfires, earthquakes, floods, and cyclones.

7.23.2 Natural Disaster Leave is paid at an Employee's Base Hourly Rate for the Ordinary Hours the Employee would have worked during that period.

7.23.3 An Employee may elect to take a period of personal leave, annual leave, long service leave, accrued Flex Time or unpaid leave where:

- (a) the Employee is not able to return to work following a period of Natural Disaster Leave; or
- (b) the Employee is not able to attend for work or is required to leave work due to personal circumstances arising out of severe or dangerous natural events including bushfires,

earthquakes, floods, and cyclones (e.g. the need to protect the safety and security of the Employee's family or property).

7.24 Mental Health and Wellbeing

7.24.1 The Employer is committed, so far as reasonable practicable, to providing and maintaining a work environment for Employees that is safe and without risks to health and safety, including psychological health and mental wellbeing. The Employer is committed to:

- (a) eliminating stigma attached to mental health in the workplace;
- (b) providing support and assistance to Employees with respect to their mental health and wellbeing; and
- (c) assessing and minimising workplace contributory risks to mental illness.

7.24.2 The Employer commits to partner with external providers to deliver a holistic approach to support Employees affected by mental health issues.

7.25 Unpaid Leave

The Employer may support applications for unpaid leave in accordance with the Employer's leave procedure as varied and amended from time to time.

7.26 Public Holidays

7.26.1 In this clause a public holiday is defined as:

- (a) New Years Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) ANZAC Day;
- (h) Labour Day;
- (i) The Birthday of the Sovereign (King's Birthday);
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Show Day (in the Employee's normal work location); and
- (m) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday.

- 7.26.2 Despite any other clause of this Agreement:
- (a) a Day Worker is generally not required to work on a public holiday but may be required to work if operationally required. If a public holiday falls on a day that a Day Worker is scheduled to work and is not required to work due to the public holiday, the Employee will be paid Ordinary Hours for that day. If due to operational reasons the Employer requires a Day Worker to work on a public holiday, the Employee will be paid Double Time and a Half for the hours worked.
 - (b) a Shift Worker is reasonably required to work in accordance with their rostered hours on a public holiday and will be paid the Public Holiday shift loading as set out in clause 6.6 of this Agreement.
 - (c) if an Employee performs work on a public holiday that is not continuous to their Ordinary Hours for the day or shift, the Employee will be paid for time worked at Double Time and a Half, with a minimum payment of two hours.
- 7.26.3 If Christmas Day falls on a day that is not a public holiday and the Employer requires the Employee to work on that day, the Employee will be paid Double Time and a Half for the hours worked.
- 7.26.4 Employees are only entitled to be paid public holiday rates for one Show Day per annum.
- 7.26.5 An Employee who works between 6:00pm and 11:59pm on Christmas Eve will be paid Double Time and a Half for the hours worked in that period.
- 7.26.6 If a Continuous Shift Worker is rostered off during the hours specified in clause 7.26.5 of this Agreement, the Employer may at its discretion either:
- (a) pay the Continuous Shift Worker an amount equivalent to six hours at the Base Hourly Rate in addition to their Base Weekly Rate; or
 - (b) provide the Continuous Shift Worker six hours of time off in lieu that can be taken at a time agreed between the Employer and Employee.
- 7.26.7 If a Continuous Shift Worker is rostered off during a public holiday, the Employer may at its discretion either:
- (a) pay the Continuous Shift Worker an amount equivalent to their Ordinary Hours for the shift at the Base Hourly Rate in addition to their Base Weekly Rate; or
 - (b) provide the Continuous Shift Worker Ordinary Hours of time off in lieu that can be taken at a time agreed between the Employer and Employee.
- 7.26.8 The Employer and Employee may agree to substitute a public holiday with an alternative day. For example, to replace the holiday with a day of a specific cultural, religious, or historical significance.
- 7.26.9 Requests for a substitute public holiday must be made in writing and will be considered subject to operational requirements.
- 7.26.10 If a request for a substitute public holiday is approved, the employee will not be required to attend for work on the substituted day. If the Employee is required to work on the substituted day, they will be paid in accordance with clause 7.26.2 of this Agreement.
- 7.26.11 If the Employee's employment is terminated before the substitute day occurs, the Employee will be entitled to payment for the rostered hours at the Base Hourly Rate.

- 7.26.12 For the avoidance of doubt, a substitute public holiday will not be approved where its only purpose is to:
- (a) move a holiday that falls on an Employee's day off;
 - (b) move a holiday to align with the end of a roster cycle; and/or
 - (c) extend a weekend.

7.27 Family & Domestic Violence Leave

- 7.27.1 An Employee is entitled to paid family and domestic violence leave in accordance with the NES and this clause of this Agreement. If there is any inconsistency between this clause and the NES to the detriment of an Employee, the NES will prevail.
- 7.27.2 An employee is entitled to 10 days paid family and domestic violence leave in a year. This leave does not accrue if not used. An employee can access family and domestic violence leave for:
- (a) Medical appointments;
 - (b) Legal proceedings; and
 - (c) Other activities related to family violence.
- 7.27.3 Family and domestic violence leave may be taken as a:
- (a) Single day;
 - (b) Consecutive days; or
 - (c) As a portion of a day.
- 7.27.4 Family and domestic violence leave is paid at an Employee's Base Hourly Rate and any applicable allowances, loadings, and penalties the Employee would have received had they worked during that period.
- 7.27.5 An Employee who has exhausted their entitlement to family and domestic violence leave is also able to access personal leave, annual leave, and Flex Time balances as necessary for the purposes set out in the NES.
- 7.27.6 For Employees experiencing family and domestic violence, the Employer will make every effort where practicable to accommodate:
- (a) any temporary changes to an Employee's span of hours, pattern of hours, or rosters;
 - (b) changes to an Employee's work telephone number or email address to avoid harassing contact; or
 - (c) any other appropriate measure including those available under existing provisions for flexible work arrangements.

7.28 Workplace Delegates

- 7.28.1 Workplace Delegates' rights under this Agreement will be in accordance with Clause 27A of the Modern Award, except for clause 27A.8 of the Award (Entitlement to reasonable access to training), which is provided for in this Agreement in clause 7.29 below.

7.29 Industrial Relations Education Leave

- 7.29.1 Subject to operational requirements, a Workplace Delegate may be granted up to five working days leave (non-cumulative) for each calendar year to attend agreed training courses and seminars which are supportive to achieving the objectives of the Act and other relevant legislation.
- 7.29.2 Where training occurs during an Employee's normal work hours, an Employee will be paid what they would have received had they been required to attend for work during that period.
- 7.29.3 Each Union will only be able to nominate one Workplace Delegate per calendar year. If that Workplace Delegate ceases to be covered by this Agreement, the balance of that calendar year's training will be made available to another Workplace Delegate as nominated by the relevant Union.
- 7.29.4 Approval for such leave will be contingent upon notice from the Union of no less than one calendar month, except by mutual agreement. As part of that notice the Union is required to outline the intended training content.
- 7.29.5 The Employer will confirm within two weeks of the training's commencement if the paid time has been approved. Such approval will not be unreasonably refused.
- 7.29.6 Within seven days after the training is completed, a Workplace Delegate will provide satisfactory evidence to the Employer which confirms their participation in the training.

7.30 Stand Down


- 7.30.1 Where the Employee/s cannot be usefully employed because of one of the following:
- (a) machinery or equipment breakdown after four consecutive days (for which the Employer cannot reasonably be held responsible). The day of the breakdown is considered one of the four consecutive days; or
 - (b) a stoppage of work of greater than five working days, for any cause which the Employer cannot reasonably be held responsible; or
 - (c) environmental, community or social disruptions during which the Employer determines normal operations cannot continue.
- 7.30.2 The Employer will identify opportunities that are available to:
- (a) assign Employees productive alternative duties; or
 - (b) offer Employees the ability to access accrued leave entitlements for annual leave or long service leave (if available).
- 7.30.3 If the options in clause 7.30.20 of this Agreement have been exhausted, the Employer may stand Employees down without pay until such time as further opportunities become available or the Employees are able to be usefully employed in their usual occupation or alternative role.
- 7.30.4 If the Employer determines that normal operations cannot continue because of environmental, community or social disruptions Employees may (as directed by the Leader):
- (a) stay for the full shift and be paid as a normal rostered shift and carry out duties as directed by the Leader; or
 - (b) attend work and be paid for a maximum of four hours and then return home and take annual leave or approved unpaid leave. Where approved unpaid leave is utilised for the purposes of this clause only, the Employee's continuity of service will not be affected.

Signatures Page

Signed for an on behalf of Urban Utilities by its authorised representative

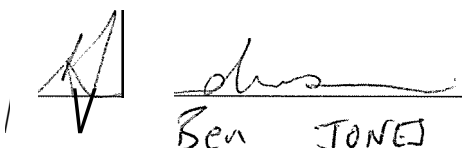
Name (print): James Dymock
Authority to Sign: Chief Experience Officer
Address: Level 10, 31 Duncan Street, Fortitude Valley, QLD, 4006

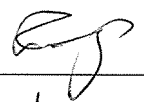
Signature: 
Witness Name (print): Elna Rice

Witness Signature: 
Date: 4 September 2024

Signed for an on behalf of Australian Municipal, Administrative, Clerical and Services Union (TSU) by its authorised representative

Name (print): NEIL HENDERSON
Authority to Sign: BRANCH SECRETARY
Address: 32 PEEL STREET, STH. BRIS - 4101

Signature: 
Witness Name (print): Ben JONES

Witness Signature: 
Date: 4/10/2024

Schedule One– Base Rate

Base Hourly Rate exclusive of 14% Employer Superannuation				
Level	First full pay period following Commencement Date	On 1 st July 2025	First full pay period following First Anniversary	First full pay period following Second Anniversary
SAS1	\$70.96	\$71.28	\$74.13	\$76.73
SAS2	\$62.57	\$62.85	\$65.37	\$67.65
SAS3	\$54.18	\$54.42	\$56.60	\$58.58
SAS4	\$45.92	\$46.13	\$47.97	\$49.65
SAS5	\$41.64	\$41.83	\$43.50	\$45.02
SAS6	\$38.24	\$38.41	\$39.94	\$41.34

Base Weekly Rate exclusive of 14% Employer Superannuation				
Level	First full pay period following Commencement Date	On 1 st July 2025	First full pay period following First Anniversary	First full pay period following Second Anniversary
SAS1	\$2,696.48	\$2,708.64	\$2,816.94	\$2,915.74
SAS2	\$2,377.66	\$2,388.30	\$2,484.06	\$2,570.70
SAS3	\$2,058.84	\$2,067.96	\$2,150.80	\$2,226.04
SAS4	\$1,744.96	\$1,752.94	\$1,822.86	\$1,886.70
SAS5	\$1,582.32	\$1,589.54	\$1,653.00	\$1,710.76
SAS6	\$1,453.12	\$1,459.58	\$1,517.72	\$1,570.92

Base Hourly Rate exclusive of Minimum Superannuation Guarantee Contributions				
Level	First full pay period following Commencement Date	On 1st July 2025	First full pay period following First Anniversary	First full pay period following Second Anniversary
SAS1	\$72.55	\$72.55	\$75.46	\$78.10
SAS2	\$63.97	\$63.97	\$66.53	\$68.86
SAS3	\$55.40	\$55.40	\$57.61	\$59.63
SAS4	\$46.95	\$46.95	\$48.83	\$50.54
SAS5	\$42.57	\$42.57	\$44.28	\$45.83
SAS6	\$39.09	\$39.09	\$40.66	\$42.08

Base Weekly Rate exclusive of Minimum Superannuation Guarantee Contributions				
Level	First full pay period following Commencement Date	On 1st July 2025	First full pay period following First Anniversary	First full pay period following Second Anniversary
SAS1	\$2,756.90	\$2,756.90	\$2,867.48	\$2,967.80
SAS2	\$2,430.86	\$2,430.86	\$2,528.14	\$2,616.68
SAS3	\$2,105.20	\$2,105.20	\$2,189.18	\$2,265.94
SAS4	\$1,784.10	\$1,784.10	\$1,855.54	\$1,920.52
SAS5	\$1,617.66	\$1,617.66	\$1,682.64	\$1,741.54
SAS6	\$1,485.42	\$1,485.42	\$1,545.08	\$1,599.04

The tables in Schedule One show the applicable pay incorporating the increases in pay which will take effect on the first full pay period after the specified date.

Schedule Two– Classification Levels

Various positions may also require Employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools. Progression from one level to another is vacancy controlled.

Level SAS One

Authority and Accountability

The freedom to provide effective management of major projects or sections within their area of expertise. Provides a professional advisory to internal and external parties on topics of key significance. The influence of positions at this level will have an important role in the overall performance of the division.

Judgment and Problem Solving

Roles at this level work independently on a variety of problems that require analysis to determine appropriate solutions that are based on circumstances, facts and issues. Roles at this level may resolve operational issues and oversee frameworks emanating from the strategic plan.

Specialist Knowledge and Skills

Positions at this level require knowledge and skills for the direction and support of a key function or major functions within a division. Positions require specialist and expert knowledge and skills involving creativity and innovation in addressing and resolving complex issues. Roles at this level are required to possess a sound understanding of Urban Utilities' purpose, strategic plan and organisational goals.

Management Skills

Ability to establish and/or monitor goals and objectives of the business and may manage Employees, budgets, work programs or major projects of the employer. Employees at this level will utilize leadership, evaluation and monitoring skills to facilitate objectives and generate innovative approaches in a dynamic work environment.

Interpersonal Skills

Highly constructive and influential skills to motivate others to achieve critical objectives. Employees at this level are expected to use conflict resolution skills to resolve complex issues that are impacting business objectives.

Qualifications and Experience

Qualifications of a relevant degree or equivalent, considerable practical experience and management experience.

Level SAS Two

Authority and Accountability

The freedom to provide professional and high-level specialist services and complete projects that have many conceptual complexities.

Judgment and Problem Solving

Roles at this level require an Employee to interpret and analyse information to make a decision. At this level an Employee is required to exercise their judgment to develop process and procedures. This requires professional knowledge and may need innovative solutions. The nature of the work is specialized with tools and methods developed from theory or precedent.

Specialist Knowledge and Skills

Positions at this level require extensive knowledge and high-level skills that relates to a specific area where there is a requirement to resolve issues having complexity with an understanding of Urban Utilities' purpose, strategic plan and organisational goals.

Management Skills

Ability to manage self, work tasks and provide supervision to groups to achieve specific and set objectives. Employees at this level may manage more complex projects involving people and other resources. Employees at this level will utilize leadership skills and have a knowledge of people related practices and the ability to implement those related practices where required.

Interpersonal Skills

Constructive and persuasive communication skills to provide specialized advice and conflict resolution skills to resolve issues. Employees are expected to write reports and/ or prepare correspondences in their field of expertise and may lead, motivate and direct Employees in different teams.

Qualifications and Experience

Qualifications and considerable practical experience to effectively control key elements of the job are required for roles at this level. Qualifications may include a relevant degree and/or considerable specialist experience.

Level SAS Three

Authority and Accountability

The freedom to act to provide professional and/ or specialist technical services and advice and may complete projects in consultation with other Employees. Employees may work with a team where there is a requirement to review and approve some complex work.

Judgment and Problem Solving

This level role will require assessment of options with complexity to solve problems. Solutions require professional knowledge in reaching decisions and recommendations. Precedent is available from internal sources and assistance is available from other professional and/or specialists in the work area.

Specialist Knowledge and Skills

Positions at this level require considerable specialist knowledge in a skill area that relates to a specific task. There may be a requirement to solve complex issues whilst demonstrating an understanding of Urban Utilities' purpose, strategic plan and organisational goals.

Management Skills

Ability to manage self, work tasks and provide supervision to groups to achieve specific and set objectives. Employees at this level may manage minor projects involving groups of Employees and other resources. Employees at this level utilize basic leadership skills and will have knowledge of Urban Utilities' people and safety practices and can implement those related practices where required.

Interpersonal Skills

Constructive and persuasive communication skills to participate in technical discussions and use of conflict resolution skills including explaining policy and reconciling viewpoints. Employees are expected to write reports and/or prepare correspondences in their field of expertise.

Qualifications and Experience

Qualifications and/or relevant experience in accordance with the requirements of work which may be acquired through a degree.

Level SAS Four

Authority and Accountability

The freedom to act within the scope of policies where an Employee at this level provides advice. Employees may provide advice and/ or communicate to various stakeholders including internal/external customers. Employees at this level are accountable for quality, effectiveness, cost and timeliness of their work and for the care of the assets entrusted to them.

Judgment and Problem Solving

This level of role may be required to exercise judgment and solve problems through analyzing several options through procedures and policies. Typical judgments may require variation of priorities and approaches with complexity.

Specialist Knowledge and Skills

These positions require proficient specialist knowledge in skill areas, application relating to complex elements and an understanding of Urban Utilities' purpose and business plan.

Management Skills

Ability to manage self, work tasks and provide supervision to groups to achieve specific and set objectives. Employees at this level will have knowledge of Urban Utilities' people related practices.

Interpersonal Skills

Constructive and persuasive communication skills to communicate with influence with internal and external parties. This includes gaining cooperation and assistance from stakeholders and the use of conflict resolution skills, including explaining policy. Employees are expected to write detailed and non-standard reports and correspondence in their field of expertise.

Qualifications and Experience

Qualifications and/or relevant experience in accordance with the requirements of work in this level which may be acquired through an advanced diploma or degree and/or appropriate in-house training.

Level SAS Five

Authority and Accountability

The freedom to act within the scope of established standards and procedures and may plan their work a week in advance. The effects of decisions and/or actions are usually limited to a localized work group or an individual job. This level is accountable for quality, quantity and timeliness of their work and for the care of the assets entrusted to them. In addition, they may be accountable for leading Employees in relevant duties.

Judgment and Problem Solving

These positions are provided clear objectives and may be required to exercise discretion in the choice of established practices. Employees may be required to assist other Employees in solving problems and quantify the amount of resources required to meet objectives.

Specialist Knowledge and Skills

These positions require proficiency in the application of some complex knowledge and an understanding of Urban Utilities' purpose and organisational goals.

Management Skills

Ability to manage self, work tasks and others by setting priorities and planning. Employees at this level will have knowledge of Urban Utilities safety practices, workplace practices, policies and procedures.

Interpersonal Skills

Constructive and persuasive communication skills to communicate with internal and external parties. This includes gaining cooperation and assistance from stakeholders and the use of conflict resolution skills, including explaining policy.

Qualifications and Experience

Qualifications and/or relevant experience in accordance with the requirements of work in this level. Qualifications may include a relevant Certificate IV or higher-level qualification.

Level SAS Six

Authority and Accountability

Freedom to act utilizing skills and knowledge under general supervision. Positions in this band may be required to coordinate lower level Employees in similar or related work. Employees are accountable for quality, quantity and timeliness of their work, and for the care of the assets entrusted to them.

Judgment and Problem Solving

These positions require personal judgment within guidelines but with scope to exercise discretion in the choice of established practices and procedures.

Specialist Knowledge and Skills

These positions require proficiency in the application of knowledge that has been acquired through on the job training elements and an understanding of Urban Utilities' purpose.

Management Skills

Ability to manage self, work tasks and may co-ordinate other lower level Employees. Employees at this level will have knowledge of safety practices, policies and procedures.

Interpersonal Skills

Constructive communication skills to communicate with internal and external parties, including gaining cooperation and assistance from others.

Qualifications and Experience

Qualifications or relevant experience in accordance with the requirements of work at this level. This may require a Certificate III or equivalent.

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/3523 - Urban Utilities SAS Employees' Enterprise Agreement 2024

Applicant:

Central SEQ Distributer – Retailer Authority T/A Urban Utilities

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Lyndal Bailey, Workplace Relations Lead, have the authority given to me by Urban Utilities to give the following undertakings with respect to the Urban Utilities SAS Employees' Enterprise Agreement 2024 ("the Agreement"):

Terms of the Agreement

1. In relation to Clause 7.30.1 (c) (Stand Down) of the Agreement, Urban Utilities undertakes that the stand down reasons will be in accordance with s.524 (1) of the Fair Work Act 2009.

National Employment Standards (NES)

2. In relation to clause 6.10.1 (Flexible Working Arrangements), of the Agreement, Urban Utilities undertakes the following:
 - i. subject to s.65 (2) of the Fair Work Act 2009, this clause shall apply to all employees; and
 - ii. this clause applies to the circumstance where an employee is pregnant.
3. In relation to clause 7.14.3 (Unpaid Parental Leave) of the Agreement, Urban Utilities undertakes that the clause be replaced and shall now read as follows:

7.14.3 If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start:

 - (a) up to 6 weeks before the expected date of birth of the child; or
 - (b) earlier, if the employer and employee so agree; or
 - (c) during the 24-month period starting on the date of birth of the child;

but must end during the 24-month period starting on the date of the birth of the child.
4. In relation to clause 7.14.4 (c) (Unpaid Parental Leave) of the Agreement, Urban Utilities undertakes that this is not enforceable and is of no effect.
5. In relation to clause 7.14.6, 7.14.7 and 7.14.8 (Unpaid Parental Leave) of the Agreement, Urban Utilities undertakes that the period of unpaid parental leave must start and end during the 24-month period starting on the date of the birth of the child or placement of the child.
6. In relation to clause 7.1.8 (Annual Leave) of the Agreement, Urban Utilities undertakes that the clause be replaced and shall now read as follows:

7.1.8 On request the Employer may agree to an Employee taking annual leave at half pay, at the Employer's absolute discretion and subject to operational requirements. While in receipt of half pay, the Employee will accrue other entitlements in accordance with their ordinary hours of work.

7. In relation to clause 7.11 (Compassionate Leave) of the Agreement, Urban Utilities undertakes that the clause will also apply in cases of stillbirth or miscarriage as provided by s.104 (1)(b) and s.104 (1)(c) of the Fair Work Act 2009.
8. In relation to Clause 7.26.12 (Public Holidays) of the Agreement, Urban Utilities undertakes that this is not enforceable and is of no effect.
9. In relation to Clause 7.6.6 (Purchase of Additional Leave) of the Agreement, Urban Utilities undertakes that this clause will not operate so as to deduct funds from an employee's entitlements under the NES, unless where the prior agreement of the employee occurs.
10. In relation to Clause 7.15.3 (Paid Parental Leave) of the Agreement, Urban Utilities undertakes that there is a typographical error, and the clause be replaced and shall now read as follows:
7.15.3 Paid parental leave will be paid at the Employee's Base Weekly Rate and can be taken over 36 weeks at half pay.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

A handwritten signature in black ink, appearing to read 'A. Fairley', written in a cursive style.

Date

14 October 2024

27A. Workplace delegates' rights

[27A inserted by [PR774842](#) from 01Jul24]

27A.1 Clause 27A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 27A.

27A.2 In clause 27A:

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

27A.3 Before exercising entitlements under clause 27A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

27A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

27A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

27A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 27A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

27A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 27A.7(a) if:
 - (i) the workplace does not have the facility;

- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

27A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

27A.9 Exercise of entitlements under clause 27A

- (a) A workplace delegate's entitlements under clause 27A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;

Water Industry Award 2020

- (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 27A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 27A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 27A.