

*UNITYWATER WATER INDUSTRY
PRIVATE WORKS EMPLOYEES
(Construction)
ENTERPRISE AGREEMENT No. 2*

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CLAUSE 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 Title

The title of this Agreement is the *Unitywater Water Industry Private Works Employees (Construction) Enterprise Agreement No. 2*.

1.2 Acknowledgement of Country – “Welcome to our Country”

Unitywater acknowledges the Traditional Owners of the lands on which we operate – the Jinibara, Kabi Kabi and Turrbal people. We recognise their significant contribution to the conservation of our environment and their deep connection to the land and waters. We pay respect to Elders, past, present and emerging and acknowledge the important role all Aboriginal and Torres Strait Islander peoples’ continue to play within our communities.

1.3 Objective of the Agreement

The objective of this Agreement is to support Unitywater becoming the leading service provider in each area of its operations, supported by a culture of safety, teamwork, innovation, integrity, efficiency, performance, honesty and a zero-harm culture. This objective will be achieved through understanding that Unitywater exists for our customers - to provide safe water services to the Moreton Bay, Sunshine Coast and Noosa regions of South East Queensland, and by:

- Balancing the needs of our team and our customers, with affordability.
- Upholding a constructive and inclusive culture that aligns to a Water Industry business providing a 24/7 essential service.
- Working smarter, to be productive and efficient.
- Investing in training and development opportunities to develop our team members.
- Supporting everyone at Unitywater who works as part of a collective; collaborating with each other, valuing our expertise and keeping each other safe.

1.4 Application of the Agreement

This Agreement covers:

- (a) Unitywater;
- (b) The team members of Unitywater who fall within the classifications and classification descriptors set out in Clause 9 Appendices of this Agreement, and who are employed in Private Works (Construction) within the Private Works section of Unitywater’s Infrastructure Services Branch; and
- (c) The following unions if the FWC notes in its decision to approve the Agreement that the Agreement covers such unions:
 - (i) Construction, Forestry, Maritime, Mining and Energy Union.

1.5 Nominal Expiry Date

This Agreement shall take effect seven (7) days after approval by the FWC. The nominal expiry date of this Agreement is four (4) years after the day on which the Agreement is made.

Discussions to review and renegotiate the Agreement shall commence six (6) months prior to its expiration so as to allow the establishment of a new Enterprise Agreement.

1.6 Definitions

- (a) **Act:** the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- (b) **Agreement:** the Unitywater Water Industry Private Works Employees (Construction) Enterprise Agreement No. 2.
- (c) **Award:** the Water Industry Award 2020.
- (d) **Base Rate of Pay:** the rate of pay payable to a team member for their ordinary hours of work (including the 'Rolled-Up' Allowances in Appendix 1), but not including any of the following:
- incentive-based payments and bonuses;
 - loadings;
 - monetary allowances as specified in clause 4.4.1(d);
 - overtime or penalty rates; or
 - any other separately identifiable amounts.
- (e) **Employee organisation:** as per the meaning given by section 12 of Act.
- (f) **Employer or Unitywater:** Northern SEQ Distributor Retailer Authority, trading as Unitywater.
- (g) **Enterprise:** as per the meaning given by section 12 of the Act.
- (h) **Family and domestic violence:** as per the definition contained in section 106B(s) of the Act.
- (i) **FWC:** Fair Work Commission.
- (j) **Immediate Family:**
- Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the team member; and
 - A child or an adult child (including an adopted child, foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the team member or spouse of the team member.
- (k) **NES:** the National Employment Standards contained in the Act.
- (l) **Non-consecutive shift:** shifts that do not operate for five (5) successive afternoon or night shifts.
- (m) **Permanent night shift:** night shift work where a team member works longer than four (4) successive weeks on night shift.
- (n) **Shift worker:** for the purpose of the NES is a team member:
- who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven (7) days of the week; and
 - who is regularly rostered to work on Sundays and public holidays,
- but does not include team members who are rostered on Standby in accordance with clause 5.8.

- (o) **State of readiness to work:** being able to return to work promptly, i.e., in the same or similar amount of time it would take a team member to attend for normal rostered work when on standby.
- (p) **Team Member:** an employee of Unitywater who falls within the classifications and classification descriptors set out in Clause 9 Appendices of this Agreement and who are employed within the Private Works section of Unitywater's Infrastructure Services Branch.
- (q) **Unitywater service region:** the area within which Unitywater provides water and sewerage services.
- (r) **Usual work location:** a Unitywater corporate or service centre, treatment plant or any other Unitywater facility that a team member normally commences and finishes work at.
- (s) **Work area:** a group of team members who work together interdependently and cooperatively on recurring tasks to achieve a common goal.
- (t) **Workplace delegate:** as per the meaning given by section 350C(1) of the Act.

1.7 *Operation of Award and other instruments*

This Agreement operates to the exclusion of any award and replaces any previous awards, agreements, or other industrial instruments, applying to team members covered by this Agreement.

For the avoidance of doubt, this Agreement does not cover or apply to team members to whom the following enterprise agreements apply, or Unitywater in respect of those team members:

- (a) *Unitywater Water Industry Indoor/Salaried Staff Employees Enterprise Agreement No 3;*
- (b) *Unitywater Water Industry Field/Outdoor Employees (Operations and Maintenance – Non-Trade) Enterprise Agreement No 3;*
- (c) *Unitywater Water Industry (Mechanical and Electrical) Employees Enterprise Agreement No. 1; or any replacement Agreement approved by the FWC.*

1.8 *NES Minimum Standards*

This Agreement shall be read in conjunction with the National Employment Standards (NES). No term of this Agreement shall be less favourable to team members than the corresponding terms in the NES. Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.

CLAUSE 2 ENTERPRISE FLEXIBILITY AND DISPUTE RESOLUTION

2.1 Dispute Resolution Procedure

Best endeavours will be made to resolve issues such as problems, questions, disputes, difficulties or concerns at the lowest possible level.

An issue arising under or in relation to the Agreement, the NES or to any employment matter requiring resolution may be dealt with in the following manner:

- (a) Where a team member has an issue that has not been resolved in the normal course of business, they shall raise the issue with their Supervisor/Team Leader and use their best endeavours to resolve the issue as quickly as possible.
- (b) All issues raised shall be discussed and every endeavour made to resolve them within the appropriate team.
- (c) Should the issue not be resolved as above within a reasonable, mutually agreed timeframe, the issue shall be referred to and discussed with the relevant Manager.
- (d) If the issue is not resolved, any of the parties may raise the issue with the Executive Manager for resolution.
- (e) Before the issue proceeds to the FWC, the Chief Executive Officer and the Union State Secretary of the relevant union, or their nominee, may be involved in the process.
- (f) If the issue is still unresolved the matter may be referred to the FWC, for conciliation and/or arbitration, at the election of either party, in accordance with due process. At levels (a) to (d) inclusive of the above, the team member(s) may choose to have union representation and/or another team member or other support person in attendance. Whilst the dispute resolution procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Occupational Health and Safety issue is involved. Where a bona fide Occupational Health and Safety issue is involved, a team member shall not work in an unsafe environment. The team member shall be placed in alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending and the team member shall not experience a loss of income.

The parties to this Agreement may elevate the issue to a higher level at any time. Levels (a) to (d) shall be completed within ten (10) working days.

2.1.1 Team member representative recognition

Where a team member wishes to appoint another team member or other person as their representative in assisting to resolve any issues arising under this Agreement, Unitywater will recognise and deal with that representative as is required under the dispute resolution process set out in this Agreement.

Where necessary to facilitate resolution of an issue, Unitywater can agree to release another team member who is appointed as a team member representative from work for the purpose of particular representational duties including, if necessary, attendance at the FWC (and such agreement will not be unreasonably withheld).

2.2 Consultation

2.2.1 Consultation Regarding Major Workplace Change

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) Unitywater must notify the relevant team members of the decision to introduce the major change and;
 - (b) Subclause (3) to (9) apply.
- (3) The relevant team members may appoint a representative for the purposes of procedures in this term.
- (4) If:
- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
 - (b) the team member or team members advise Unitywater of the identity of the representative; Unitywater must recognise the representative.
- (5) As soon as practicable after making its decision, Unitywater must:
- (a) discuss with the relevant team members:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the team members; and
 - (iii) measures Unitywater is taking to avert or mitigate the adverse effect of the change on the team members; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant team members:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the team members; and
 - (iii) any other matters likely to affect the team members.

- (6) However, Unitywater is not required to disclose confidential or commercially sensitive information to the relevant team members.
- (7) Unitywater must give prompt and genuine consideration to matters raised about the major change by the relevant team members.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Unitywater, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on team members** if it results in:
- (a) the termination of the employment of team members; or
 - (b) major change to the composition, operation or size of Unitywater's workforce or to the skills required of team members; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain team members; or
 - (f) the need to relocate team members to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) Unitywater must notify the relevant team members of the proposed change; and
 - (b) Subclauses (11) to (15) apply.
- (11) The relevant team members may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
 - (b) the team member or team members advise Unitywater of the identity of the representative; Unitywater must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, Unitywater must:
- (a) discuss with the relevant team members the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant team members:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Unitywater reasonably believes will be the effects of the change on the team members; and

- (iii) information about any other matters that Unitywater reasonably believes are likely to affect the team members; and
 - (c) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) Unitywater is not required to disclose confidential or commercially sensitive information to the relevant team members.
- (15) Unitywater must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- (16) In this term:
- relevant team members:** team members who may be affected by a change referred to in subclause (1).

2.3 *Individual Flexibility Arrangements*

At the request of a team member, Unitywater and a team member covered by this Agreement may agree to make an *Individual Flexibility Arrangement* to vary the effect of terms of this Agreement if:

- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed, including but not limited to:
 - o transition to retirement,
 - o childcare arrangements,
 - o obligation to care for family members; and
 - o return to work after parental leave.
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) parental leave;
 - (vi) long service leave; and
 - (vii) leave loading.
- (b) the arrangement meets the genuine needs of Unitywater and the team member in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Unitywater and the team member.

Unitywater 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 team member being better off overall than the team member would be if no arrangement was made.

Unitywater must ensure that the Individual Flexibility Arrangement:

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

Unitywater must give the team member a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.

Unitywater or the team member may terminate the Individual Flexibility Arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if Unitywater and the team member agree in writing - at any time.

2.4 Team member Representatives

Unitywater recognise that team members have the right of representation in relation to matters arising under this Agreement or in relation to any employment matter from team member representatives.

For the purposes of enabling team members to be available to act efficiently as team member representatives under the dispute resolution procedure in this Agreement, Unitywater may agree to permit a team member to attend training and conferences relating to the industry conducted by an accredited training body or a union during normal working hours without loss of pay (Unitywater will not approve more than a total per annum of five (5) day's absence per team member organisation covered by this Agreement).

2.5 Workplace Delegates' Rights

2.5.1 Clause 2.5 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, Unitywater is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if Unitywater has complied with clause 2.5.

2.5.2 In clause 2.5:

- (a) **Unitywater:** the employer of the workplace delegate;
- (b) **Delegate's organisation:** the employee organisation under the rules of which the workplace delegate

was appointed or elected; and

- (c) **Eligible team members:** members and persons eligible to be members of the delegate's organisation who are employed by Unitywater in the enterprise.

2.5.3 Before exercising entitlements under clause 2.5, a workplace delegate must give Unitywater written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Unitywater with evidence that would satisfy a reasonable person of their appointment or election.

2.5.4 A team member who ceases to be a workplace delegate must give written notice to Unitywater within 14 days.

2.5.5 *Right of representation*

A workplace delegate may represent the industrial interests of eligible team members 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 enterprise agreement or policy of Unitywater under which eligible team members are entitled to be represented and which concerns their industrial interests.

2.5.6 *Entitlement to reasonable communication*

- (a) A workplace delegate may communicate with eligible team members for the purpose of representing the industrial interests of the team members under clause 2.5. This includes discussing membership of the delegate's organisation and representation with eligible team members.
- (b) A workplace delegate may communicate with eligible team members during working hours or work breaks, or before or after work.

2.5.7 *Entitlement to reasonable access to the workplace and workplace facilities*

Unitywater must provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible team members;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication ordinarily used in the workplace by Unitywater to communicate with eligible team members and by eligible team members to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and

- (e) office facilities and equipment including printers, scanners and photocopiers.

2.5.8 Entitlement to reasonable access to training

Unitywater 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 team members, subject to the following conditions:

- (a) In each year commencing 1 July, Unitywater is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible team members.
- (b) The number of eligible team members will be determined on the day a delegate requests paid time to attend training, as the number of eligible team members who are:
- (i) full-time or part-time team members; or
 - (ii) regular casual team members.
- (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 Unitywater not less than 5 weeks' notice (unless Unitywater and the 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 Unitywater, the workplace delegate must provide Unitywater with an outline of the training content.
- (f) Unitywater 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 Unitywater with evidence that would satisfy a reasonable person of their attendance at the training.

2.5.9 Exercise of entitlements under clause 2.5

- (a) A workplace delegate's entitlements under clause 2.5 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as a team member;
 - (ii) comply with the reasonable policies and procedures of Unitywater, 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 team members exercising their rights to freedom of association.
- (b) Clause 2.5 does not require Unitywater to provide a workplace delegate with access to electronic

means of communication in a way that provides individual contact details for eligible team members.

- (c) Clause 2.5 does not require an eligible team member to be represented by a workplace delegate without the team member's agreement.

NOTE: Under section 350A of the Act, Unitywater 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 2.5.

CLAUSE 3 EMPLOYMENT RELATIONSHIP

3.1 Contract of Employment

3.1.1 Strict compliance with the *Fair Work Act 2009* (Cth) is required when dealing with maximum and fixed term contracts.

3.1.2 Full time employment

- (a) A full-time team member is a team member other than a part time team member or a casual team member who works an average of thirty-eight (38) ordinary hours per week.

3.1.3 Part time employment

- (a) A part-time team member is a team member who works an average of fewer than thirty-eight (38) ordinary hours per week.
- (b) For each ordinary hour worked, a part-time team member will be paid no less than the base hourly rate of pay for the relevant classification and pro rata entitlements for those hours.
- (c) Unitywater is required to roster a part-time team member for a minimum of three (3) consecutive hours on any day or shift.
- (d) Before commencing a period of part-time employment the team member and Unitywater will agree in writing:
 - (i) that the team member may work part-time;
 - (ii) upon the ordinary hours to be worked by the team member, the days upon which the hours will be worked and commencing and finishing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (e) The terms of an agreement may be varied, in writing, by mutual agreement.
- (f) A copy of the agreement and any variation to it will be provided to the team member by Unitywater.
- (g) A part-time team member will be entitled to overtime payment for all time worked in excess of the hours agreed in clause 3.1.3(d) or varied under clause 3.1.3(e).

3.1.4 Casual employment

- (a) A casual team member is one who is defined as such in the NES.
- (b) Casual team members shall be informed in writing that the team member is to be employed as a casual, the job to be performed and the classification level and the relevant rate of pay.
- (c) A casual team member for working ordinary time shall be paid the relevant hourly rate in Appendix 1 plus 25 percent (%) loading for the work.
- (d) A casual team member shall be engaged for a minimum of four (4) hours' work on each occasion they are engaged.

3.1.5 *Permanent conversion*

- (a) Offers and requests for conversion from casual employment to full time or part time employment are provided for in the NES.

3.2 *Probationary Period*

3.2.1 Full time and part time team members will be subject to a six (6) month probationary period commencing on the team member's commencement date. The team member's performance will be monitored and assessed during this period.

3.2.2 During the probationary period, either party may terminate the team member's employment by providing the other party with one (1) weeks' notice, payment in lieu of notice, or a combination of notice and payment in lieu of notice.

3.2.3 Nothing in this clause is intended to impact the minimum employment period under the Act,

3.3 *Employment Security*

3.3.1 This clause 3.3 shall only apply in respect of full time and part time team members.

3.3.2 There will be no forced retrenchments from the date the Agreement is approved by the FWC until the nominal expiry date.

3.3.3 In the event that a role is redundant, or otherwise materially affected by organisational change during the period from the date the Agreement is approved by the FWC until the nominal expiry date, the team member will be offered an alternative redeployment opportunity within Unitywater's enterprise or the enterprise of an associated entity of Unitywater.

3.4 *Redundancy and Retrenchment*

This clause shall only apply in respect of full time and part time team members and is subject to clause 3.3.

3.4.1 *Redundancy*

Where Unitywater has made a decision that it no longer wishes the job a team member has been doing to be performed by anyone because of changes in the operational requirements of Unitywater's enterprise, the team member's position will be redundant.

3.4.2 *Redeployment*

- (a) Where a team member's position is redundant during the period from the date the Agreement is approved by the FWC until the nominal expiry date, the team member will be offered an alternative redeployment opportunity within Unitywater's enterprise or the enterprise of an associated entity of Unitywater.
- (b) Should any team member whose position is made redundant not wish to be redeployed or who does not participate in the redeployment process during the period from the date the Agreement is approved by the FWC until the nominal expiry date, then the retrenchment benefits of this Agreement shall apply.

3.4.3 *Retrenchment benefits*

- (a) Retrenchment is the termination of employment of a person whose role has become redundant and who chooses not to be redeployed to an alternative position or participate in the redeployment process.
- (b) In addition to the period of notice prescribed for termination of employment at clause 3.5 of

this Agreement, a team member whose employment is terminated by way of retrenchment shall be entitled to a retrenchment (redundancy) benefit for each year of service with Unitywater based on the following table:

Period of Continuous Service	Redundancy Pay
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	9 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 6 years	15 weeks' pay
6 years but less than 7 years	18 weeks' pay
7 years but less than 8 years	21 weeks' pay
8 years but less than 9 years	24 weeks' pay
9 years but less than 10 years	27 weeks' pay
10 years but less than 11 years	30 weeks' pay
11 years but less than 12 years	33 weeks' pay
12 years but less than 13 years	36 weeks' pay
13 years but less than 14 years	39 weeks' pay
14 years but less than 15 years	42 weeks' pay
15 years but less than 16 years	45 weeks' pay
16 years but less than 17 years	48 weeks' pay
More than 17 years	52 weeks' pay

- (c) The amount of the retrenchment (redundancy) pay is calculated using the team member's Base Rate of Pay for their ordinary hours of work.
- (d) The maximum redundancy benefit under this Agreement is fifty-two (52) weeks' pay.

3.4.4 *Voluntary retrenchment*

Unitywater may invite expressions of interest (EOI) applications from team members, in relation to voluntary retrenchment, at its discretion. On receipt of an EOI, Unitywater may at its discretion determine whether a team member will be retrenched. Team members accepted for voluntary retrenchment will be entitled to receive all eligible retrenchment benefits on termination of their employment.

3.4.5 *Transfer to lower paid duties*

Where a team member is transferred to lower paid duties by reason of redundancy following redeployment, the same period of notice must be given as the team member would have been entitled to if the employment had been terminated.

Where an alternative redeployment opportunity within Unitywater's enterprise or the enterprise of an associated entity of Unitywater is found for a team member at a classification with a lower rate of pay, that team member will continue to receive as a minimum their Base Rate of Pay immediately prior to redeployment for a period of six (6) months inclusive of wage increases.

3.4.6 *Team member leaving during notice period*

A team member given notice of termination in circumstances of redundancy may terminate their employment during their period of notice. The team member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

3.4.7 *Time off during notice period*

- (a) During the period of notice of termination given by Unitywater a team member shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the

purpose of seeking other employment.

- (b) If the team member has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the team member shall, at the request of Unitywater, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.
- (c) For this purpose a statutory declaration will be sufficient.

3.4.8 *Team members exempted*

Clause 3.3 and 3.4 shall not apply to dismissals that are not redundancies or in the case of casual team members or team members engaged for a specific period of time or for a specified task or tasks.

3.5 *Termination of Employment*

3.5.1 *Notice of termination by Unitywater:*

- (a) In order to terminate the employment of a permanent team member, Unitywater must give to the team member the period of notice specified in the table below:

Team member's Period of Continuous Service	Period of Notice
Not more than 1 year	At Least 1 week
More than 1 year but not more than 3 years	At Least 2 weeks
More than 3 years but not more than 5 years	At Least 3 weeks
More than 5 years	At Least 4 weeks

- (b) In addition to the notice in clause 3.5.1(a), team members over forty-five (45) years of age at the time of the giving of the notice with not less than two (2) years' continuous service, are entitled to an additional week's notice.
- (c) Unitywater may, in lieu of giving a team member part or all of the notice in clause 3.5.1, pay to the team member an amount in lieu of the period of notice not given.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the team member's employment had continued until the end of the required period of notice, Unitywater would have become liable to pay to the team member because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the team member's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the team member in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the team member's contract of employment.

3.5.2 *The notice period in clause 3.5.1 does not apply:*

- (a) In the case of dismissal for serious misconduct;
- (b) To casual team members;
- (c) To team members engaged for a specific period of time or for a specific task or tasks and that period has expired; and
- (d) To a team member to whom a training arrangement applies and whose employment is

for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

3.5.3 Serious misconduct is conduct that would be treated as such by the Act and the common law. This may include, but is not limited to:

- (a) Willful or deliberate behaviour by a team member that is inconsistent with the continuation of the contract of employment;
- (b) Conduct that causes serious and imminent risk to the health or safety of a person;
- (c) Theft;
- (d) Fraud;
- (e) Assault;
- (f) Intoxication in the course of employment (alcohol or drugs); and
- (g) Refusing to carry out a lawful and reasonable instruction that is consistent with the team member's contract of employment.

3.5.4 *Notice of termination by a team member*

- (a) The notice of termination required to be given by a team member is the same as that required of Unitywater, except that there is no requirement on the team member to give additional notice based on the age of the team member concerned.
- (b) If a team member fails to give the notice required by virtue of clause 3.5.1(a), Unitywater has the right to withhold wages due to the team member being an amount that is no more than one week's wage that the team member would have received had they worked out the relevant notice period.
- (c) In the event a team member terminates their employment, Unitywater may in lieu of part or all of the notice required to be given by the team member, pay to the team member an amount in lieu of the period of notice not required.

3.6 *Permanent Relocation*

3.6.1 Team members will have a single designated work location. For the purposes of this clause 3.6, a designated work location shall mean a Unitywater corporate or service centre, treatment plant, or other Unitywater facility.

3.6.2 Team members are expected to work within Unitywater's service region. It is the responsibility of the team member/s to ensure they are reasonably located to perform their duties within the service region.

3.6.3 Unitywater may reasonably require a team member to relocate their usual place of work from their original point of engagement to another work location.

Reasonable requirement to relocate is relocation that does not require a change of residence or more than an additional forty-five (45) minutes of travel time each way to and from work.

3.6.4 Where a team member changes their place of residence there shall be no compensation such as extra travel payments required in relation to the impact of the relocation.

3.6.5 Nothing in this clause prevents Unitywater from identifying a position as redundant where work associated with that position is required to be carried out at a new work location.

3.6.6 Nothing in this clause will preclude any team member from seeking to be reasonably relocated as an option in lieu of redundancy.

CLAUSE 4 CLASSIFICATIONS, MINIMUM WAGE RATES AND ALLOWANCES

4.1 Classifications

The Private Works (Construction) classifications relevant to Unitywater business and operations are contained in Appendix 1 and the descriptors of those classifications are contained at Appendix 2. Progression from one level to another will occur through appointment by Unitywater to a position which primarily requires the exercise of skills and responsibilities characteristic of a particular level.

For the purposes of progression, via assessments of competencies and proficiency, a suitably qualified person shall be responsible for assessing whether a team member is competent to safely perform as per the criteria for such progression. This person may be a team member of Unitywater or an independent organisation as determined by Unitywater.

Disputes regarding the application of this clause shall be dealt with by the Dispute Resolution Procedure at clause 2.1.

Nothing in the arrangements established under this clause is intended to or shall be interpreted so as to impose a limit on the ability of Unitywater to determine when and where and by whom work can be performed to meet operational requirements or otherwise limit Unitywater's right to manage its business and improve productivity.

4.2 Pay Rates

4.2.1 The base rates of pay for classifications covered by this Agreement are detailed in Appendix 1.

4.2.2 Wages will be paid fortnightly in arrears.

4.3 Wage Increases

4.3.1 The wage rates contained within the tables prescribed at Appendix 1 will apply for the term of this Agreement.

4.3.2 Unitywater, team members and Union/s covered by this Agreement (herein referred to as 'the Parties') have agreed to the partial funding of wage rate increases by the implementation of initiatives which improve productivity and efficiency.

(a) The following principles apply in respect of these productivity initiatives:

- (i) Productivity initiatives have been identified to ensure that there are genuine organisational improvements and/or changes to business practices and operations that deliver benefits to the business.
- (ii) Productivity initiatives will generate savings in or gains from Unitywater resources.
- (iii) The Parties are committed to implementing these productivity initiatives, which are aimed at more efficient business operations.

(b) The following productivity initiatives have been agreed:

- (i) Fleet vehicles: Costs for current fleet units have significantly increased, particularly canopy utilities where the main cost driver is the canopy. Accordingly, the Parties commit to support a conversion of fleet from utilities with canopies to vans or caddy options;
- (ii) Vehicle idling: Reviews have highlighted Unitywater drivers excessively idle their vehicles. This can lead to mechanical failures and does cause excessive fuel usage. Accordingly, the Parties commit to support a change of driver behaviour through team buy in on issue clarification and solution creation;

- (iii) Unfair wear and tear on vehicles: Driver at fault incidents are increasing the cost of insurance excess. Accordingly, the Parties commit to support the establishment of better measures through buy in from the operators to reduce maintenance spend on fleet through improved operator behaviour; and
 - (iv) Efficiency of works: Identify and implement options that reduce cost of works, minimise waste and rework which thereby reduces time on job, improves customer experience; and increases capacity to deliver more works.
- (c) The team members and Unitywater commit to continuing to discuss and evaluate further potential productivity initiatives, during the life of the agreement.

4.3.3 This Agreement provides the following wage increases:

- (a) Varied increases (as per the below table) effective the first full pay period on or after 6 May 2024;

Level	% Increase
Level 6	9.00%
Level 5	6.24%
Level 4	5.00%
Level 3	4.80%
Level 2	0.00%
Level 1	0.00%

- (b) Varied increases (as per the below table) effective the first full pay period on or after 6 May 2025;

Level	% Increase
Level 6	5.00%
Level 5	3.80%
Level 4	3.80%
Level 3	4.00%
Level 2	0.00%
Level 1	4.00%

- (c) 3% effective the first full pay period on or after 6 May 2026;
- (d) 3% effective the first full pay period on or after 6 May 2027.

4.4 Allowances

4.4.1 'Rolled-Up' Allowances

- (a) The remuneration of team members covered under this Agreement, includes a 'Rolled-Up' Allowance. The 'Rolled-Up' Allowance is detailed in the Classification table in Appendix 1.

- (b) The 'Rolled-Up' Allowance is paid in lieu of any and all allowances that would otherwise be payable under any award or agreement, or any other arrangement that existed prior to this Agreement (other than the allowances set out in clause 4.4.1(d)). For instance, the 'Rolled-Up' Allowance is paid in lieu of allowances that include, but are not limited to, the following allowances that were previously paid:
- (i) live sewer;
 - (ii) unpleasant conditions;
 - (iii) blockages;
 - (iv) trailer;
 - (v) multi plant;
 - (vi) truck / crane;
 - (vii) operator's incentive;
 - (viii) market loading;
 - (ix) working in the rain;
 - (x) working in water or wet places – not rain;
 - (xi) construction allowance;
 - (xii) discomfort allowance;
 - (xiii) confined space;
 - (xiv) epoxy allowance;
 - (xv) poison spraying;
 - (xvi) trade allowance;
 - (xvii) over-award payments;
 - (xviii) personal payments;
 - (xix) on-site allowance;
 - (xx) adverse working conditions allowance (Level 2 and 3);
 - (xxi) leading hand allowance.
- (c) The 'Rolled-Up' Allowance will form part of the hourly rate (included in the computation of overtime, payment for weekend work, shift work, public holidays, and is paid during periods of leave, excluding unpaid leave).
- (d) The following allowances are not included in the 'Rolled-Up' Allowance and are still payable in accordance with the terms of this Agreement:
- (i) Motor Vehicle Allowance;
 - (ii) Working Away From Home Allowance;
 - (iii) Standby Allowance;
 - (iv) Fares and Travel Allowance.

4.4.2 *Motor Vehicle Allowance*

Team members will be eligible to claim a motor vehicle allowance, which will be paid in accordance with Australian Taxation Office (ATO) rates in circumstances where the team member is required by Unitywater to commute to an alternative work location after commencement at their usual work location; and such transport is not provided by Unitywater.

4.4.3 *Working Away From Home Allowances*

- (a) Team members required by Unitywater to work away from home so they spend the night away from their usual place of residence (home) will be reimbursed for reasonable meal and incidental expenses upon the team member producing receipts. Where a team member does not provide the appropriate receipts for expenditure whilst living away from home, meal (Breakfast, Lunch and Dinner) and incidental allowances will be paid in accordance with Australian Tax Office (ATO) rates.
- (b) Where Unitywater provides meals at no cost to the team member then the team member shall not be eligible to claim expenses for the meal purchased or catered for by Unitywater. Purchase of alcohol will not be reimbursed or paid for.
- (c) A team member sent away from their home or from their usual locality on distant work shall be paid at ordinary rates whilst travelling between such localities, except during public holidays and on Sundays when it will be paid at time and one (1) half.

4.5 *Higher Duties*

4.5.1 A team member directed or appointed to relieve in a higher level position for one (1) shift or more will be paid at a level in accordance with the skills and experience required whilst relieving in a higher position.

4.5.2 For the sake of clarity, higher duties will not be payable when the relieving team member is absent on leave or a public holiday and for the purpose of clause 6.1.5 Annual Leave payment rules, the base rate of pay for the team member on higher duties shall be the team member's base rate of pay for their substantive role.

4.6 *Secondments*

4.6.1 A team member directed or appointed to perform a secondment will be paid at a level in accordance with the skills and experience required whilst relieving in a position.

4.6.2 Secondments will be managed in line with Unitywater's Secondment Procedure.

4.7 *Fares and Travel*

4.7.1 *Fares and travel allowance*

- (a) Multiple starting points form part of the nature of the work being performed by team members under this Agreement and team members are required to commence and/or finish work at any location within Unitywater service region, including work sites.
- (b) Team members who live within Unitywater service region will travel up to forty-five (45) minutes each way to start and finish work at a work site, to and from their place of residence.
- (c) Team members who do not live within Unitywater service region will travel up to forty-five (45) minutes each way to start and finish work at a work site to and from Unitywater service region boundary, not their place of residence. All travel to and from a team member's residence that occurs outside of Unitywater service region will be in a team member's own time.
- (d) Where team members are not required to start and finish at their usual work location, but at another location (including a work site), and they use their private vehicle for travel to such location, they shall be paid in accordance with Clause 4.4.2 Motor Vehicle Allowance.
- (e) A travel allowance will not be payable in situations where a team member is called back to

work outside of their normal working hours where team members are paid from the time they leave home.

- (f) A team member is not entitled to payment for starting and finishing at work locations other than their designated work location (including work sites) where Unitywater:
- Has provided a team member with the use of a Unitywater Vehicle; or
 - Supplies a reasonable means of transport to a team member to travel to and from another location or work site.

4.8 Superannuation

4.8.1 Existing Employees

Unitywater will continue to provide superannuation benefits for existing employees who do not exercise Super choice, in accordance with the Local Government Superannuation Trust Deed and Chapter 7 of the Local Government Act 2009 (i.e. Brighter Super).

4.8.2 Employer Contributions

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) (SGAA), the Superannuation Guarantee Charge Act 1992 (Commonwealth) (SGCA), the Superannuation Industry (Supervision) Act 1993 (Commonwealth) and the Superannuation (Resolution of Complaints) Act 1993 (Commonwealth), deals with the superannuation rights and obligations of Employers and employees.
- (b) Under Superannuation Legislation individual team members generally have the opportunity to choose their own MySuper compliant superannuation fund. Where a team member has not exercised a choice in relation to their own superannuation fund and does not have a stapled superannuation fund, Unitywater will make contributions into its nominated default fund, Brighter Super.
- (c) Where new team members elect to have their employer contributions made to Brighter Super, they will receive superannuation benefits in accordance with the Local Government Superannuation Trust Deed and Chapter 7 of the Local Government Act 2009.

4.8.3 Salary Sacrifice

- (a) Where it is agreed between Unitywater and a team member that the team member wishes to have their pay salary sacrificed for additional superannuation, Unitywater will comply with the team member's request upon the team member submitting their request. Details of any salary sacrifice arrangements shall be reflected on the team member's pay slip.
- (b) In order to gain the benefit from making superannuation contributions from gross earnings salary sacrifice to superannuation may be agreed between the parties and must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.
- (c) Any salary sacrifice arrangements entered into between the parties shall:
- (i) Not disadvantage the team member or Unitywater;
 - (ii) Be effective only on the written authority of the team member;
 - (iii) Immediately be stopped at the written request of the team member;
 - (iv) Not reduce or alter Unitywater's superannuation contribution calculation or

obligation to pay superannuation under SGAA or SGCA when compared to the obligation on Unitywater if the salary sacrifice arrangement had not been entered into;

- (v) Not reduce the team member's hourly rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates); and
 - (vi) Immediately be reviewed in the event of any change to any relevant Act(s) or ATO Rulings.
- (d) Where a team member elects to salary sacrifice, the team member may receive less actual pay than their classification rate specified in this Agreement (i.e. the classification rate less the salary sacrifice amount).

4.8.4 *Absence From Work*

Subject to the governing rules of the relevant superannuation fund, Unitywater must also make the superannuation contributions and pay the amount authorised under clause 4.8.3:

- (a) Paid leave while the team member is on any paid leave.
- (b) Work related injury or illness for the period of absence from work (subject to a maximum of fifty-two (52) weeks) of the team member due to work-related injury or work-related illness provided that:
 - (i) the team member is receiving workers compensation payments or is receiving regular payments directly from Unitywater in accordance with the statutory requirements; and
 - (ii) the team member remains employed by Unitywater.

4.9 *Overpayment Reimbursement*

4.9.1 Team members agree to reimburse Unitywater for any overpayment of wages made to a team member in error by Unitywater and to bring any errors to the attention of Unitywater as soon as they become aware of the overpayment.

4.9.2 Upon written notification of an overpayment to a team member, by mutual agreement Unitywater and team member shall agree in writing how the overpayment shall be recovered including enabling Unitywater to deduct from any wages or any other entitlements payable, or owing to the team member on termination, any overpayments made in error to the team member by Unitywater.

4.9.3 In exceptional circumstances (e.g. financial difficulties) team members may discuss the issue with their Supervisor/Team Leader to make alternative payment arrangements.

4.9.4 Except on termination of employment, repayment shall be completed as soon as practicable. On termination of employment, an amount equivalent to the overpayment will be deducted from the team member's final pay.

4.9.5 In the event of underpayment, correction shall be made in the next pay cycle, or on another basis that might be agreed with the team member.

4.9.6 Any dispute in relation to this clause shall be dealt with in accordance with Clause 2.1 Dispute Resolution Procedure of this Agreement.

4.10 *Timesheets*

4.10.1 Team members are required to record time worked against operational work orders on a general apportionment basis.

- 4.10.2** Team members must complete and submit their time sheets for approval before the cut-off time for submission of timesheets. Failure to correctly complete the time sheet and submit within the requisite time period may result in delays in payroll processing and Unitywater will not be required to process and pay any claims for overtime, penalties, allowances or reimbursements other than a Team member's Base Rate of Pay for the ordinary hours worked by the Team member until the following scheduled pay day.
- 4.10.3** Any proposed alterations to timesheets after being submitted by a team member will only be made following discussion with the team member.
- 4.10.4** Any dispute in relation to this clause shall be dealt with in accordance with Clause 2.1 Dispute Resolution Procedure of this Agreement.

CLAUSE 5 HOURS OF WORK

5.1 Hours of Work

Unitywater is a 24/7 business operation providing an essential service to the community. Therefore, team members who commence work with Unitywater shall accept that their employment requirements are based on fulfilling the obligations of such an enterprise. In simple terms, team members recognise their contract of employment is based on fulfilling the expectations of working out of hours including on work rosters, during weekends and on public holidays.

5.1.1 The ordinary hours of work shall be an average of thirty-eight (38) hours per week (eight (8) hours per day for full-time team members, inclusive of RDO accruals) over a period of twenty-eight (28) days, worked in accordance with a spread of hours of 6.00am to 7.00pm Monday to Friday (except in the case of shift workers as stipulated in clause 5.2). The ordinary hours of work per day of eight (8) hours may be extended up to ten (10) hours per day if the team member and Unitywater agree.

5.1.2 Subject to the provisions of clause 5.1.1, the standard ordinary hours of work for different work areas, once established, may be varied to a different or alternative arrangement to those set out in clause 5.1.1 and 5.3, following consultation in accordance with the applicable provisions at Clause 2.2 either by agreement between Unitywater and the majority of the directly affected team members in the work area or, in the absence of agreement, by the giving of seven (7) days' notice by Unitywater to the team members concerned.

5.1.3 Unitywater may require a team member to work reasonable overtime at overtime rates.

5.1.4 In certain circumstances a team member may be permitted for a period of time not to participate in out of hours work such as overtime where there is:

- (a) a risk to team member health and safety including fatigue related;
- (b) consideration given to the team member's personal circumstances including family responsibilities at the time; and
- (c) any other relevant matter, including any other matter as set out in the NES.

5.2 Shift Work

5.2.1 Exclusions

This clause does not apply to team members rostered on Standby.

5.2.2 Definitions

- (a) Day shift means a shift which commences at or after 6.00am and finishes at or before 7.00pm.
- (b) Afternoon shift means a shift starting at or after 12 noon and before 8.00pm.
- (c) Night shift means a shift which starts at or after 8.00pm and before 3.00am.
- (d) Permanent night shift means night shift work where a team member works longer than four (4) successive weeks on night shift.

5.2.3 Shift work - rosters

- (a) A shift worker's roster cycle will provide for an average of thirty-eight (38) ordinary hours per week over a roster period not exceeding ten (10) weeks.

- (b) There shall be a roster which shall provide for rotation unless it is agreed otherwise by Unitywater and majority of affected team members or Unitywater and an individual team member. In the absence of agreement, by the giving of twenty-eight (28) days' notice by Unitywater to the team members concerned a roster shall be developed and implemented.

5.2.4 *Shift Allowances*

Subject to clauses 5.2.5, 5.2.6, and 5.2.7, for ordinary hours of shift, shift workers shall be paid a 30% loading of the Base Rate of Pay prescribed for their respective classifications.

5.2.5 *Work on Saturday, Sunday or public holiday*

- (a) For work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday, team members shall be paid as follows:
 - (i) Saturday - at the rate of time and one (1) half for the first two (2) hours and double time thereafter;
 - (ii) Sunday - at the rate of double time; and
 - (iii) Public holidays - at the rate of double time and one (1) half.
- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday shall be payable in lieu of the Shift Allowance prescribed in clause 5.2.4.

5.2.6 *Rate when shift extends beyond midnight*

Notwithstanding anything contained in this Agreement, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.

5.2.7 *Holiday shifts*

Where the major portion of a shift falls partly on a public holiday, the shift shall be regarded as a public holiday shift.

5.3 *Rostered Day Off (RDO)*

5.3.1 The thirty-eight (38) hour week for day workers is worked on the basis of one (1) Rostered Day Off (RDO) every four (4) weeks, where team members work eight (8) ordinary hours per day for nineteen (19) days and are paid an average of thirty-eight (38) hours per week (5 x 7.6 hours) and have one (1) day, the twentieth (20th day), off with pay for 7.6 hours (19 days accumulation of 0.4 hours worked per day).

5.3.2 *RDO Roster and System*

Unitywater may, at its discretion, and in consultation with team members:

- (a) develop and if necessary for operational reasons amend an indicative roster for the taking of RDOs; or
- (b) develop and implement an RDO system for shift workers.

5.3.3 *Taking of RDO*

- (a) One RDO is accrued over a four (4) week cycle by all full-time team members. No RDO is accrued whilst on Long Service Leave.
- (b) The taking of RDOs will be in accordance with an indicative scheduled roster if issued by

Unitywater or otherwise by agreement with their supervisor/team leader.

- (c) The RDO prescribed by this clause shall be taken as a paid day off.
- (d) Where Unitywater, for emergency reasons, requires a team member to work on their RDO the team member shall be paid at overtime rates for all work performed on the RDO.
- (e) If an RDO falls on a public holiday, the RDO may be taken on the day adjacent to the public holiday, or may be banked.
- (f) For clarity, nothing in the arrangement for an indicative RDO schedule is intended to impose a limit on the ability of Unitywater to determine when and where and by whom work can be performed to meet operational requirements or otherwise limit Unitywater's right to manage its business and improve productivity.

5.3.4 Banking of RDOs

- (a) Notwithstanding the above Unitywater may defer the scheduled taking and banking of up to three (3) RDOs at any point in time.
- (b) Only under extreme operational circumstances as determined by Unitywater, and with agreement of the team member, up to five (5) RDOs may be banked.
- (c) All banked RDO's in excess of three (3) shall be taken within four (4) weeks of notification by Unitywater.

5.3.5 Payment of RDOs

RDOs may be paid out at ordinary rates of pay where a team member and Unitywater agree in writing.

5.4 Overtime

5.4.1 Nothing in this provision is intended to impose a limit on the ability of Unitywater to determine when and where work can be performed to meet operational requirements or otherwise limit Unitywater's right to manage its business and improve productivity.

5.4.2 The parties to this Agreement recognise that excessive overtime is of detriment to personal, family and community life and can jeopardise workplace safety.

5.4.3 Unitywater may require a team member to work reasonable overtime. Reasonable overtime will be determined having regard to:

- (a) any risk to the team member health and safety from working the additional hours;
- (b) the team member's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the team member is employed;
- (d) whether the team member is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by Unitywater of any request or requirement to work the additional hours;
- (f) any notice given by the team member of their intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the team member works;

- (h) the nature of the team member's role, and the team member's level of responsibility; and
- (i) any other relevant matter.

5.4.4 Overtime is to be worked and paid in fifteen (15) minute increments and each shift stands alone.

5.4.5 Unless otherwise provided, overtime is payable for all work performed at the direction of Unitywater:

- (a) In excess of the ordinary hours or outside the span of hours stipulated at clause 5.1.1 for all team members, excluding;
 - (i) Part time team members, or
 - (ii) Shift workers.
- (b) For shift workers overtime is payable for time worked in excess of the hours for any day or shift in a roster prepared in accordance with clause 5.2;
- (c) For part-time team members, overtime is payable for all time worked outside the span of hours stipulated at clause 5.1.1 and in excess of the agreed hours in accordance with clause 3.1.3(g).

5.4.6 Except as otherwise provided, overtime shall be paid for at the rate of time and one (1) half for the first two hours (2) and double time thereafter.

5.4.7 A day worker or non-continuous shift worker required to work overtime on a public holiday must be paid for a minimum of four (4) hours at the rate of double time and one (1) half of the ordinary rate of pay.

5.4.8 When a team member works more than two (2) hours of overtime, the team member shall be paid meal breaks in accordance with clause 5.7.

5.4.9 *Rest Period After Overtime Break*

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that team members have at least ten (10) consecutive hours off duty between the work of successive days or shifts.
- (b) A team member who works overtime (including call-out and call-back) between the termination of work on one (1) day and the commencement of work on the next day so that the team member has not had at least ten (10) consecutive hours off duty, subject to this clause, must be released after completion of such overtime until the team member has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the ten (10) hour rest period.
- (c) If, on the instructions of Unitywater, such a team member resumes or continues work without having had such ten (10) consecutive hours off duty, the team member shall be paid at double time rates until the team member is released from duty for such period without loss of pay for ordinary working time occurring during such absence.
- (d) For clarification, a team member must contact their supervisor/team leader prior to the commencement of work to inform them that they will not have had a ten (10) hour break.
 - (i) The team member must perform a self-assessment of their fatigue, and shall inform their supervisor/team leader about their fitness for work.
 - (ii) The Supervisor/Team Leader shall also undertake an assessment of the team member's fitness for work. If the Supervisor/Team Leader's assessment determines the team member is not fit for work, the Supervisor/Team Leader's assessment will take precedence.

- (iii) The Supervisor/Team Leader shall direct them to either start at the rostered commencement time or a later time to avail the team member of a ten (10) hour break.
- (iv) The payment of double time penalties will not be paid unless a team member has the express approval of their Supervisor/Team Leader to start at their rostered commencement time.
- (v) In circumstances where a team member has received a ten (10) hour break but is suffering from fatigue due to call-out(s), then the individual shall agree a start time with their Supervisor/Team Leader without loss of pay.

5.5 Saturday Work

5.5.1 This clause does not apply to shift work team members covered by clause 5.2.5.

5.5.2 All hours worked on Saturday shall be overtime and shall be paid for at the rate of time and one (1) half for the first two (2) hours and double time thereafter. All overtime worked after twelve (12) noon shall be at the rate of double time.

5.5.3 A team member required to work overtime on a Saturday must be afforded at least four (4) hours' work or paid for four (4) hours at the appropriate rate.

5.6 Sunday Work

5.6.1 This clause does not apply to shift work team members covered by clause 5.2.5.

5.6.2 All hours worked on Sunday shall be overtime and paid for at the rate of double time.

5.6.3 Team members required to work overtime on Sundays shall be paid for a minimum of four (4) hours' work at the rate of double time.

5.7 Meal Breaks

5.7.1 The timing of meal and rest breaks may be altered by agreement between the Supervisor/Team Leader and the team member/s in the interests of operational continuity and customer needs.

5.7.2 The minimum time provided for meal breaks is inclusive of any travel.

5.7.3 In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

5.7.4 Where due to such circumstances a team member does not take their meal break, all work performed during the meal break shall be paid for at double time. Such payment shall continue until a meal break is taken.

5.7.5 Breaks

Team members are entitled to the following breaks:

Morning tea break	Team members will receive a paid break of 20 minutes within the first four (4) hours of commencing their ordinary work hours.
Meal break	<p>Team members, other than shift workers, will receive an unpaid break of 30 minutes within four (4) to six (6) hours of commencing their ordinary work hours.</p> <p>Shift workers will receive a paid break of 30 minutes within four (4) to six (6) hours of commencing their ordinary work hours.</p>

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Second meal break	Team members required to work ten (10) continuous hours on any one day, are entitled to an additional paid Meal Break of 30 minutes.
Overtime meal break	For each four (4) hours of continuous overtime work thereafter, team members are entitled to an additional paid Meal Break of 30 minutes.

5.7.6 Breaks during call-outs and call-backs

Breaks shall be taken as follows during the hours worked on a call-out or call-back. The timing of meal breaks may be altered where it is required due to the critical nature of the work and customer needs.

Meal break	Four (4) hours after commencing work a period of thirty (30) minutes will be paid at the applicable overtime rate.
Additional meal break	Each four (4) hours after the previous meal break a period of thirty (30) minutes will be paid at the applicable overtime rate.

5.8 *Standby, Call-Outs and Call-Back*

5.8.1 It is a mandatory requirement that all team members work on arrangements as directed including on standby, during call-outs and overtime, on week days, public holidays and on weekends, subject to the terms of this Agreement and applicable legislation.

5.8.2 *Standby*

- (a) A team member directed by Unitywater to be available for duty outside of the team member's ordinary working hours will be on standby.
- (b) A team member on standby must be able to be contacted and immediately reply to a request to attend work.
- (c) Where a team member is on standby for a day or part day, the team member will be paid a standby allowance of \$78.14 per day for the first full pay period after 6 May 2024. The standby allowance will be increased during the life of this Agreement as follows:
 - \$81.26 per day effective the first full pay period on or after 6 May 2025;
 - \$83.70 per day effective the first full pay period on or after 6 May 2026;
 - \$86.21 per day effective the first full pay period on or after 6 May 2027.
- (d) Team members may be requested to be on standby for daily periods to cover other team member's absences from work.
- (e) Standby arrangements will be developed (three (3) months) in advance in consultation with affected team members or less by mutual agreement.

5.8.3 *Payment for call-outs*

- (a) A team member who is in receipt of a standby allowance responding to a call-out, will be paid double time for all time worked on a call-out, with a minimum payment of three (3) hours excluding remote response described in clause 5.8.4(a). Actual time worked will be deemed to apply from the time the team member leaves home to the time they return home.
- (b) Any subsequent call-out other than continuous work or a subsequent call-out where the team member has not returned to their place of residence, will be paid at double time, with a minimum payment of three (3) hours.

- (c) Should a team member not conform to Clause 5.8.2 they surrender their entitlement to the standby allowance for that period they do not make themselves available.

5.8.4 *Remote assistance*

- (a) Team members required to remotely respond to after-hours calls for assistance via telephone or computer login and not required to travel from home to a work site, or other Unitywater facility including a Treatment Plant, will be paid a minimum of one (1) hours overtime for telephone assistance and two (2) hours overtime where a computer login is required.

If additional calls are received within the minimum period of the original call, further minimum payments shall not be made.

5.8.5 *Team members required to be on standby on a public holiday*

- (a) If a team member is required to be on standby on a public holiday, in addition to receiving the Standby Allowance at clause 5.8.2(c), the team member shall be paid:
 - (i) Four (4) hours pay at the team member's ordinary rates.
- (b) If a team member on standby on a public holiday and in receipt of the standby allowance at clause 5.8.1(c) is called out or required to perform work, they shall receive:
 - (i) Payment for a minimum of four (4) hours' work at the rate stipulated at clause 6.7.2(a); and
 - (ii) An additional day's leave credited to their Annual Leave balance.

5.8.6 *Call-back*

- (a) A team member will be deemed to be on a call-back if the team member is not on standby and not in receipt of the Standby Allowance, and is recalled to work overtime after leaving Unitywater's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that where overtime is worked continuously with a team member's ordinary hours, such work will not be deemed to be a call back.
- (b) A team member who is called back to work as specified in clause 5.8.6(a) will be paid for a minimum of four (4) hours' work at double time on each occasion the team member is called back. Provided that any subsequent call-backs occurring within the four (4) hour period of a call-back will not attract any additional payment. A team member working on a call-back will be paid double time from the time the team member departs for work until the time the team member returns home.
- (c) Except in the case of unforeseen circumstances arising, the team member will not be required to work the full four (4) hours if the job that the team member was recalled to perform is completed within a shorter period. This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.
- (d) If a team member is called back to work on a public holiday they shall receive:
 - (i) Payment for a minimum of four (4) hours' work at the rate stipulated at clause 6.7.2(a); and
 - (ii) An additional day's leave credited to their Annual Leave balance.

CLAUSE 6 PERIODS OF LEAVE

6.1 Annual Leave

6.1.1 Application

Clause 6.1 applies to all team members other than casual team members as provided for in the NES.

6.1.2 Entitlement

- (a) For each year of service a team member is entitled to four (4) weeks of paid Annual Leave.
- (b) For each year of service a shift worker, in accordance with the NES, is entitled to five (5) weeks of paid Annual Leave.
- (c) A team member's entitlement to paid Annual Leave accrues progressively during a year of service according to the team member's ordinary hours of work, and accumulates from year to year.

6.1.3 Notice required and Approval of Annual Leave Requests

- (a) Team members are required to give Unitywater reasonable notice of a request for Annual Leave by giving no less than twenty-eight (28) days' notice of the intended leave or less by mutual agreement. Such agreement will not be unreasonably withheld.
- (b) Any authorisation given by Unitywater enabling a team member to take Annual Leave during a particular period is subject to the operational requirements of the workplace or enterprise in respect of which the team member is employed.
- (c) In emergency situations, and where it is reasonable, Unitywater may cancel a team member's Annual Leave at short notice to meet operational requirements. Any costs borne by a team member due to such actions by Unitywater will be reimbursed to the team member.
- (d) Subject to clause 6.1.3, Unitywater must not unreasonably refuse to allow a team member to take an amount of accrued Annual Leave, or revoke an authorisation enabling a team member to take Annual Leave during a particular period.

6.1.4 Entitlement to cash out Annual Leave

- (a) A team member is entitled to cash out Annual Leave if:
 - (i) the team member makes a request in writing; and
 - (ii) the cashing out would result in the team member's remaining accrued entitlement to paid Annual Leave not being less than four (4) weeks; and
 - (iii) at the time of the request made by the team member to cash out Annual Leave, the team member has taken two (2) weeks Annual Leave or more in the previous twelve (12) month period, or has planned at least two (2) weeks Annual Leave in the next twelve (12) month period.
- (b) Each cashing out of a particular amount of paid Annual Leave must be the subject of a separate agreement.
- (c) An agreement made under this clause must state:

- (i) the amount of leave to be cashed out and the payment to be made to the team member for it; and
 - (ii) the date on which the payment is to be made.
- (d) The agreement must be signed by Unitywater and the team member.
 - (e) The payment must not be less than the amount that would have been payable had the team member taken the leave at the time the payment is made.
 - (f) The maximum amount of accrued paid Annual Leave that may be cashed out in any period of twelve (12) months is two (2) weeks.
 - (g) Unitywater must keep a copy of any agreement under this clause as a team member record.

6.1.5 *Annual Leave-payment rules*

- (a) If a team member takes Annual Leave, Unitywater must pay the team member at a rate that is no less than the team member's Base Rate of Pay immediately before the period begins, for the team member's ordinary hours of work in the period.
- (b) If the employment of a team member terminates, the team member's untaken accrued Annual Leave must be paid at a rate that is no less than the team member's Base Rate of Pay at that time plus the appropriate Annual Leave loading as prescribed in clause 6.1.6.

6.1.6 *Loading on Annual Leave*

A team member will be paid an Annual Leave loading of 17.5% calculated on the team member's Base Rate of Pay in addition to payment for Annual Leave. The Annual Leave loading is a payment to compensate team members during the period of Annual Leave for any loss of earnings that are not referable to ordinary hours, due to lost opportunity to work and earn overtime while on leave.

An Annual Leave Loading of 17.5% shall be applied to the balance of accrued Annual Leave on termination.

6.1.7 *Annual Leave in Advance*

- (a) Unitywater and a team member may agree in writing to the team member taking a period of paid Annual Leave before the team member has accrued an entitlement to the leave.
 - (i) An agreement must:
 - state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - be signed by Unitywater and team member.
 - (ii) Unitywater must keep a copy of any agreement under clause 6.1.7(a) as a team member record.
 - (iii) If, on the termination of the team member's employment, the team member has not accrued an entitlement to all of a period of paid Annual Leave already taken in accordance with an agreement under clause 6.1.7(a), Unitywater may deduct from any money due to the team member on termination an amount equal to the amount that was paid to the team member in respect of any part of the period of Annual Leave

taken in advance to which an entitlement has not been accrued.

6.1.8 *Shut downs*

- (a) Unitywater may shut down the business or any part of the business in which a team member works, by providing at least four (4) weeks' notice of the shutdown.
- (b) During such shutdown, a team member is required to utilise their accrued annual leave.
- (c) Where a team member has insufficient accrued Annual Leave to cover the shutdown period, the team member may request:
 - (i) The payment of Annual Leave in advance in accordance with Clause 6.1.7; or
 - (ii) The payment of other forms of paid leave available to the team member; or
 - (iii) Leave without pay.

6.1.9 *Excessive leave accruals*

- (a) A team member has an excessive leave accrual if the team member has accrued more than eight (8) weeks' paid Annual Leave (or ten (10) weeks' paid Annual Leave for a shift worker).
- (b) If a team member has an excessive leave accrual, Unitywater or the team member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If Unitywater has genuinely tried to reach agreement with a team member under clause 6.1.9(b) but agreement is not reached (including because the team member refuses to confer), Unitywater may direct the team member in writing to take one or more periods of paid Annual Leave.
- (d) However, a direction by Unitywater under paragraph 6.1.9(c):
 - (i) is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid Annual Leave being less than six (6) weeks when any other paid Annual Leave arrangements are taken into account; and
 - (ii) must not require the team member to take any period of paid Annual Leave of less than one (1) week; and
 - (iii) must not require the team member to take a period of paid Annual Leave beginning less than eight (8) weeks, or more than twelve (12) months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Unitywater and the team member.
- (e) The team member must take paid Annual Leave in accordance with a direction under paragraph 6.1.9(d) that is in effect.
- (f) A team member to whom a direction has been given under paragraph 6.1.9(d) may request to take a period of paid Annual Leave as if the direction had not been given.
- (g) A team member may, with the approval of their Supervisor/Team Leader, accrue more than eight (8) weeks' accrual (or ten (10) weeks' accrual for a shift worker) where they provide

evidence to the satisfaction of Unitywater that they are accruing leave for a specific purpose in the future provided the team member's leave accrual does not exceed six (6) weeks (or eight (8) weeks for a shift worker) following the taking of that Annual Leave, e.g. an overseas holiday.

6.2 *Personal/Carer's Leave*

6.2.1 *Application*

Clause 6.2 applies to all team members other than casual team members. Casual team members are entitled to unpaid carer's leave in accordance with the NES.

6.2.2 *Entitlement*

Paid Personal/Carer's Leave is available to a full time or part-time team member when the team member is absent for the reasons outlined at clause 6.2.4.

6.2.3 *Personal/Carer's Leave - accrual, crediting and accumulation*

- (a) A team member accrues ten (10) days of paid Personal/Carer's Leave each year.
- (b) Personal/Carer's Leave accrues progressively during a year of service according to the team member's ordinary hours of work.
- (c) Unused Personal/Carer's Leave accumulates from year to year.

6.2.4 *Personal leave - purposes*

Team members may take Personal/Carer's Leave in circumstances relating to either personal illness or injury, or to care for members of their immediate family or members of their household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

6.2.5 *RDOs*

Where on a day rostered as an RDO a team member is ill or injured or caring for their immediate family or member of their household as described in clause 6.2.4, the team member will be regarded as absent from work due to the RDO entitlement and the team member's Personal/Carer's Leave entitlement will not be paid or reduced as a result of the sickness or injury on that day.

6.2.6 *Team member must give notice*

- (a) A team member must give Unitywater notice of the taking of leave under this clause 6.2. The notice must be given to Unitywater as soon as practicable (which may be a time after the leave has started) and must advise Unitywater of the period, or expected period, of the leave.
- (b) Where an absence is by reason of the need to care for their immediate family or member of their household, the team member must, where practicable, give Unitywater notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the team member, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the team member to give prior notice of absence, the team member must notify Unitywater by telephone of such absence at the first opportunity on the day of absence.

6.2.7 *Evidence supporting claim*

- (a) In order to be entitled to paid Personal/Carer's Leave for personal Illness or injury, a team

member must, if required to do so by Unitywater, provide Unitywater with a medical certificate or other evidence to the satisfaction of Unitywater that the team member was unable on account of such illness or injury to attend for duty on the day or days for which Personal/Carer's Leave is claimed.

- (b) Where a team member's Supervisor/Team Leader or Manager believes that a team member is taking Personal/Carer's Leave for no legitimate reason, the Supervisor/Team Leader or Manager shall discuss the issue with the team member. Where the Supervisor/Team Leader or Manager is satisfied that the team member has misused Personal/Carer's Leave, the Supervisor/Team Leader or Manager will deal with the issue in accordance with Unitywater's Disciplinary Policy and Procedure. The disciplinary process may result in the team member being required to provide a medical certificate for single day absences for a period of up to twelve (12) months.
- (c) In order to be entitled to paid Personal/Carer's Leave to care for their immediate family or member of their household who are sick and require care and support, the team member must, if required to do so by Unitywater, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the team member.

6.2.8 *Unpaid Carer's leave*

- (a) Where a team member has exhausted all paid Personal/Carer's Leave entitlements, they are entitled to take up to two (2) days (a maximum of 16 hours) per occasion as unpaid Carer's Leave to care for their immediate family or member of their household who are sick and require care and support or who require care due to an unexpected emergency.
- (b) To be entitled to such leave, team members must comply with the notice and evidentiary requirements detailed in clause 6.2.7.

6.3 *Compassionate Leave*

6.3.1 Compassionate Leave is paid leave taken by a team member:

- (a) For the purposes of spending time with a person who:
 - (i) is a member of the team member's immediate family or a member of the team member's household; and
 - (ii) has a personal illness, or injury, that poses a serious threat to their life.
- (b) After the death of a team member's immediate family member or a member of their household, or the stillbirth of a child, where the child would have been a member of the team member's immediate family or household.
- (c) After the team member, or the team member's spouse or de facto partner, has a miscarriage.

However, the team member is entitled to Compassionate Leave only if the team member gives the evidence that Unitywater reasonably requires of the illness, injury or death.

6.3.2 *Entitlement*

- (a) Team members (other than casual team members) shall be entitled to up to five (5) days paid Compassionate Leave per occasion.
- (b) Casual team members shall be entitled to be absent from work for up to five (5) days for the purposes of unpaid Compassionate Leave per occasion.

6.3.3 *Taking Compassionate Leave*

- (a) A team member who is entitled to a period of Compassionate Leave under clauses 6.3.1 for a particular permissible occasion is entitled to take the Compassionate Leave as:
 - (i) a single, unbroken period of days; or
 - (ii) any separate periods to which the team member and Unitywater agree.

6.4 *Community Service Leave*

Team members will be entitled to Community Service Leave in accordance with the NES, this Agreement and Unitywater's Leave Policy.

6.4.1 *Jury Service*

- (a) A team member required to attend for jury service during ordinary working hours shall be reimbursed by Unitywater in accordance with Unitywater's Leave Policy.

6.4.2 *Community Services Leave other than jury service leave*

- (a) A team member engaging in a voluntary emergency management activity within the meaning of section 109 of the Act is entitled to unpaid leave under the NES, and at Unitywater's discretion, may be provided with paid Community Services Leave.
- (b) Where such leave is taken, whether paid and/or unpaid, the team member will be required to provide evidence of such attendance stating the period of attendance and the function/s performed in accordance with Unitywater's Leave Policy.

6.4.3 *Australian Defence Force (ADF) Leave*

- (a) Team members who are members of the Australian Defence Force (ADF) reserves can apply for two (2) weeks Special Leave each year in addition to their Annual Leave entitlement.
- (b) ADF leave applies to Australian Army, Royal Australian Navy or Royal Australian Air Force reservists. The leave can only be taken for compulsory training. Defence reservists can take six (6) weeks special leave to complete their initial recruit training. Note – As income is paid by the Defence Force during such training, the team member's wage will be reduced by the amount paid by the ADF during the training period.
- (c) Leave requests for ADF leave should be submitted in accordance with Unitywater's Leave Policy.
- (d) Nothing in this clause reduces or affects the entitlement of a team member to be absent on defence service under the *Defence Reserve Service (Protection) Act 2001*.

6.5 *Parental Leave*

6.5.1 Parental leave will be in accordance with Unitywater's Healthy Families Parental Support Policy and the NES.

6.5.2 Unitywater recognises that Parental Leave may be different for each team member and understands that the support and care needed could vary.

6.5.3 *Eligibility*

- (a) A team member can access entitlements upon successful completion of the minimum employment period and confirmation of ongoing employment with Unitywater. Parental

Leave is taken where the leave is associated with:

- (i) The birth of a child of the team member, the team member's spouse or de facto partner; or
 - (ii) The birth of a child through surrogacy where the team member will be the parent; or
 - (iii) The placement of a child with a team member for adoption and the team member has, or will have a responsibility for the care of the child; or
 - (iv) The team member experiences the loss of child after twenty (20) weeks pregnancy or shortly after birth.
- (b) A team member who is engaged on a casual basis or on a temporary engagement, such as a maximum term, for a period of less than twenty-four (24) months, are not eligible to paid Parental Leave.

6.5.4 *Paid Parental Leave – Primary Carer*

- (a) An eligible team member who is the Primary Carer is entitled to twenty (20) weeks paid Parental Leave – Primary Carer.

6.5.5 *Paid Parental Leave – Secondary Carer*

- (a) An eligible team member who is the Secondary Carer is entitled to four (4) weeks paid Parental Leave – Secondary Carer.
- (b) A Secondary Carer is the other parent to a recently born or recently adopted child.

6.6 *Family and Domestic Violence Leave*

6.6.1 *Entitlement*

- (a) All team members (including casual team members) shall be entitled to up to ten (10) days paid leave to deal with family and domestic violence, as follows:
- (i) the leave is available in full at the start of each twelve (12) month period of the team member's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual team members.
- (b) A period of leave to deal with family and domestic violence may be less than a day by agreement between the team member and Unitywater.

6.6.2 *Taking Family and Domestic Violence Leave*

- (a) A team member may take paid leave to deal with family and domestic violence if the team member:
- (i) is experiencing family and domestic violence; and
 - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the team member to do that thing outside their ordinary hours of work.

- (b) The reasons for which a team member may take leave include making arrangements for their safety or the safety of an Immediate Family Member (including relocation), attending urgent court hearings, or accessing police services.

6.6.3 *Notice and evidence requirements*

- (a) Notice

A team member must give Unitywater notice of the taking of Domestic Violence Leave by the team member. The notice must be given to Unitywater as soon as practicable (which may be a time after the leave has started) and must advise Unitywater of the period, or expected period, of the leave.

- (b) Evidence

If required by Unitywater, the team member taking Family and Domestic Violence Leave must give Unitywater evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 6.6.2. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

6.6.4 *Confidentiality*

Unitywater must take steps to ensure information concerning any notice a team member has given, or evidence a team member has provided under clause 6.6.3 is treated confidentially, as far as it is reasonably practicable to do so. Nothing in this clause prevents Unitywater from disclosing information provided by a team member if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the team member or another person.

6.7 *Public Holidays*

6.7.1 Team members shall be entitled to public holidays on the following days:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Eve after 6:00pm, Christmas Day and Boxing Day;
- (b) Australia Day, ANZAC Day, Birthday of the Sovereign and Labour Day as prescribed by a Queensland law; and
- (c) Other holidays as declared or prescribed in the relevant State, Territory or locality relevant to the work location where the team member is based.

6.7.2 *Penalty rates for work on public holidays*

- (a) For all time worked by a team member on such holidays, payment shall be double time and one (1) half of the ordinary rate of pay. The minimum payment shall be for four (4) hours' work.

6.7.3 *Casuals and public holidays*

- (a) For all time worked by a casual team member on such holidays, payment shall be made at the rate of double time and one (1) half.
- (b) The minimum payment shall be as for four (4) hours' work. As well as the payment prescribed in this clause, the additional rate prescribed by clause 3.1.4 shall be paid.
- (c) The public holiday penalties as provided for in clauses 6.7.3(a) shall be based on the Base

Rate of Pay.

6.7.4 Where a full-time team member is entitled to any holiday prescribed by this clause, Unitywater shall notify the team member where possible on the working day immediately preceding the holiday if the team member's services are required on that day, and if such notice is not given the team member shall be entitled to take the holiday without deduction of pay.

6.7.5 If Unitywater intends to carry on business on a day generally observed as a holiday although not prescribed as such in this Agreement, Unitywater shall not be entitled to withhold the wages of any full-time team member who fails to present for duty on that day unless Unitywater has given the team member notice of the intention to carry on business on that day.

6.7.6 Unitywater and a team member may agree to substitute a public holiday for another day.

6.8 Long Service Leave

Long Service Leave entitlements are as follows:

- Thirteen (13) weeks of paid Long Service Leave after a period of ten (10) years of continuous service
- After seven (7) years of continuous service team members may access Long Service Leave on a pro-rata basis

Casual and regular part-time team members are entitled to Long Service Leave.

Taking of Long Service Leave will be at a time agreed between the Manager and the team member. Any dispute regarding the taking of Long Service Leave shall be progressed through Clause 2.1.

Subject to approval by the Supervisor/Team Leader, and agreement in writing, Long Service Leave may be taken in the following configurations:

- (i) At double the period of time at half pay; or
- (ii) At double pay at half the period

Pro-rata long service leave is only payable on termination if the team member has been employed for seven (7) years' continuous service and the team member's employment was terminated because of:

- the team member's death;
- the team member has an illness or incapacity or because of a domestic or other pressing necessity;
- a reason other than the team member's conduct, capacity or performance; or
- unfair dismissal.

Where a team member's employment is terminated by way of retrenchment, and the team member has been employed for five (5) years' continuous service, pro-rata long service leave is payable.

CLAUSE 7 OTHER MATTERS

7.1 Time keeping and Punctuality

Starting and finishing times are to be strictly adhered to.

7.2 Protective Clothing and Equipment

7.2.1 Mandatory equipment

- (a) All team members engaged to work on site will be supplied with appropriate protective clothing, high visibility vests, safety footwear, eye protection, gloves and safety helmets before commencing work.
- (b) These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced immediately upon presentation and return of the damaged or worn item.
- (c) Harnesses and slings will not be written on or marked, unless they are out of service and being replaced.

7.2.2 Job-related equipment

Unitywater will supply the necessary protective equipment/materials for use on specific work tasks.

7.2.3 Protective clothing and uniforms

- (a) Three (3) sets of cotton drill protective clothing will be issued to all team members within two (2) weeks of commencing work with Unitywater. A further two (2) sets shall be provided on completion of probation. Additional sets may be provided where required subject to Unitywater discretion.
- (b) Clothing will be replaced on a fair wear and tear basis once worn or damaged item is returned.
- (c) Team members must follow requirements set out in Unitywater's Personal Protective Equipment Procedure.

7.3 Fit For Work

7.3.1 Unitywater is committed to promoting the safety, health and wellbeing of its team members. It is every team member's responsibility to be fit for duty.

7.3.2 Unitywater has in place effective strategies for the identification and management of factors such as fatigue, fitness for work, drugs and alcohol which include, without limitation, the use of the Standards Australia approved evaluation methods. Consultation with Health & Safety Committees as to the operation and effectiveness of the relevant policies and procedures may be undertaken during the life of the Agreement. For clarity, any consultation provided for in this clause shall not limit the ability of Unitywater to determine its Fitness for Work requirements according to good practice and legal requirements.

7.3.3 Team members will notify their supervisor/team leader if they are injured, ill, or are taking prescribed medication that may affect their ability to perform their normal duties (for example, operating plant or machinery, or have a sprain or strain that may be exacerbated performing manual tasks). Such information will be treated confidentially.

7.3.4 Team members will participate in health surveillance, monitoring, and checks as required. These will include, but not limited to, medicals (both pre-employment and periodic), audiometric checks, skin checks, and lung checks (spirometry checks and

chest x-ray). Programs will be developed in consultation with relevant work committees, and communication will be provided throughout the programs. Results will be treated confidentially.

7.3.5 Where required for the performance of duties, team members will be required to maintain immunisations such as Hepatitis A, B and Tetanus both pre and during employment.

(a) Team members who do not comply or cannot have the required immunisations; or who receive the required immunisations but are unable to become immune, will be managed in accordance with Unitywater's Occupational Immunisation Procedure.

7.3.6 Team members are required to notify Unitywater immediately if they believe they have contracted an illness that may compromise the potable water supply. Examples include Gastroenteritis, Diarrhoea, and Hepatitis.

7.3.7 Team members who display such symptoms will be unable to work on projects or tasks that may have a direct impact upon the potable water supply.

7.3.8 If a team member becomes injured or ill in the workplace (including in transit between jobs), or in transit to or from home to work, they must immediately report this to their supervisor/team leader.

7.3.9 Team members must participate in Rehabilitation and Return to Work programs. Such programs will be developed in consultation with the team member, their supervisor/team leader, the team member's treating medical professional, and the workplace's Rehabilitation Representative/Consultant (qualified).

7.4 *Licences, Qualifications and Training*

7.4.1 Team members are responsible for ensuring their licences, qualifications and training are kept current.

7.4.2 If a team member loses their licence, their licence is not current, or is disqualified for a period of time, they must inform their supervisor/team leader as soon as possible, and before they perform tasks where the licence is required.

7.4.3 Where a team member has lost their driver's licence, Unitywater shall seek to investigate alternative work arrangements. Where alternative suitable work arrangements cannot be identified, access to accrued leave shall be pursued including leave without pay as an option to address the issue.

7.4.4 Unitywater shall reimburse the expenses incurred by a team member for the renewal of their Plumbers and/or Drainers Licence, and relevant high-risk licences, where it is a requirement of the team member's role.

7.4.5 Team members must in general not provide restrictions to their learning provided that a team member who has a reasonable explanation to excuse themselves from training will not be required to participate in such training.

7.5 *Use of Unitywater Vehicles*

7.5.1 A team member may be allocated, at discretion of Unitywater, a Unitywater vehicle (fitted with an Integrated Vehicle Management System) for the purposes of performing their duties. Such vehicles can and may be reallocated to other team members, at any time, in accordance with Unitywater's operational requirements and needs.

7.5.2 Unitywater vehicles must be maintained in a neat and tidy manner.

7.5.3 Unitywater's vehicles are not a team member entitlement and on those occasions when a team member does not have access to a tool of trade vehicle it is the team member's responsibility to arrange transport to and from the relevant workplace/depot. On such occasions Unitywater will endeavour, wherever practical and possible, subject to operational requirements and needs, to assist such a team member in getting to the relevant workplace/depot.

7.5.4 Nothing in this clause removes the onus or responsibility from the team member in ensuring that they get to and from their usual work location, or work site, in accordance with the requirements of their work roster, to perform their normal day to day duties.

7.5.5 Where a Unitywater vehicle is taken home after the completion of work, the team member must ensure the vehicle is securely locked at all times.

7.5.6 Unitywater vehicles are not to be used for personal or private purposes.

7.5.7 A team member who has an allocated Unitywater vehicle is expected to ensure that the vehicle is accessible at all times.

7.6 *Care of Unitywater Vehicles and Property*

7.6.1 It is an expectation that team members will demonstrate the appropriate level of care when using Unitywater's vehicles and property.

7.6.2 Team members are required to:

- (a) Conduct vehicle inspections prior to assuming responsibility for the vehicle.
- (b) Report any damage noted during the inspection to Unitywater's management prior to assuming responsibility for a vehicle or piece of plant.
- (c) Immediately inform their Supervisor/Team Leader when they are involved in an incident.
- (d) Assist the Supervisor/Team Leader with completion of the incident report.
- (e) Participate in any investigation process in a cooperative manner.

7.6.3 Where a team member has a vehicle collision or damages Unitywater's plant or property, where the team member is 'at fault', Unitywater will follow a process of performance management with the relevant team member/s.

7.7 *Mobile Telephones*

7.7.1 Subject to other express individual written authorisation by Unitywater, personal mobile telephones are to be switched off during normal working time and are to only be used during approved breaks.

7.7.2 Personal calls on Unitywater's mobile telephones during working time should be kept to a minimum. Personal calls of a non-urgent nature should be kept to rest breaks or non-working time. Personal calls during rest breaks are not to be made on Unitywater's mobile telephone except for emergency related circumstances.

7.7.3 Unitywater mobile telephones are not to be used by team members during periods of leave.

7.8 *Smoke Free Workplace*

7.8.1 Smoking is not allowed in any work sites, site offices, depots, treatment plants or any other amenities where appropriate signage is displayed.

7.8.2 Smoking is not allowed within the confines or the premises of customers or in any of Unitywater's vehicles.

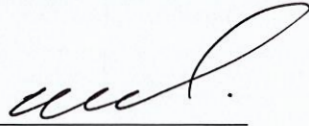
CLAUSE 8 SIGNATORIES TO THE AGREEMENT

The signatures below testify that the Agreement has been endorsed.

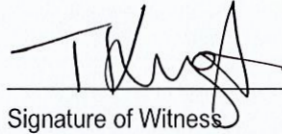
Signed for and on behalf of:

Northern SEQ Distributor Retailer Authority
(Unitywater):

in the presence of:



Signature of Employer Representative



Signature of Witness

Kenan Hibberd.

Name of Employer Representative

TARA KNIGHT

Name of Witness

EM PCS

Position Held

EA TO EM PCS

Position Held

2E ARTHUR ST
Address KINGS BEACH
QLD 4551

Address

347 HUNCHY RD, HUNCHY
Address QLD 4555

Address

Signed for and on behalf of:

The Employees of Northern SEQ Distributor
Retailer Authority (Unitywater):

in the presence of:

Signature of Employee Representative

Signature of Witness

Name of Employee Representative

Name of Witness

Position Held

Position Held

Address

Address

CLAUSE 8 SIGNATORIES TO THE AGREEMENT

The signatures below testify that the Agreement has been endorsed.

Signed for and on behalf of:

Northern SEQ Distributor Retailer Authority
(Unitywater):

in the presence of:

Signature of Employer Representative

Signature of Witness

Name of Employer Representative

Name of Witness

Position Held

Position Held

Address

Address

Signed for and on behalf of:

The Employees of Northern SEQ Distributor
Retailer Authority (Unitywater):

in the presence of:



Signature of Employee Representative



Signature of Witness

Daniel Middleby
Name of Employee Representative

Robbie Griffiths

Name of Witness

Crew Leader
Position Held

Contractor
Position Held

68 Prosperity Dr, Birtinya QLD 4575
Address

27 Hamilton Close, Mooloolah Valley 4553
Address

CLAUSE 9 APPENDICES

Appendix 1 – Classifications and Rates of Pay

Construction team members – based on a 38 hour week

Levels	Rates Effective the first full pay period on or after 6 May 2023	Rates effective the first full pay period on or after 6 May 2024 varied increases across levels	Rates effective the first full pay period on or after 6 May 2025 varied increases across levels	Rates effective the first full pay period on or after 6 May 2026 + 3%	Rates effective the first full pay period on or after 6 May 2027 + 3%
	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>	<i>Per Hour</i>
Level 1	-	0.00% \$34.00	4.00% \$35.36	\$36.42	\$37.51
Level 2	\$39.3996	0.00% \$39.40	0.00% \$39.40	\$40.58	\$41.80
Level 3	\$39.8727	4.80% \$41.79	4.00% \$43.46	\$44.76	\$46.10
Level 4	\$40.2518	5.00% \$42.26	3.80% \$43.87	\$45.19	\$46.54
Level 5	\$41.2237	6.24% \$43.80	3.80% \$45.46	\$46.82	\$48.23
Level 6	\$42.2739	9.00% \$46.08	5.00% \$48.38	\$49.83	\$51.33
	<i>Includes 'Rolled-Up' Hourly Allowance of \$6.6272</i>	<i>Includes 'Rolled-Up' Hourly Allowance of \$6.95¹</i>	<i>Includes 'Rolled-Up' Hourly Allowance of \$7.23²</i>	<i>Includes 'Rolled-Up' Hourly Allowance of \$7.45³</i>	<i>Includes 'Rolled-Up' Hourly Allowance of \$7.67⁴</i>

¹ 4.80% applied to rolled up allowance

² 4.0% applied to rolled up allowance

³ 3% applied to the rolled up allowance

⁴ 3% applied to the rolled up allowance

Appendix 2 – Classification Descriptors

Private Works (Construction) Classification Descriptors

Crew Member Level 1
<p>Functional Task Summary</p> <ul style="list-style-type: none">• Base entry level training position without experience in the civil construction industry.• A Level 1 Crew Member engages in fundamental work tasks such as handling tools, assisting with site preparation, and basic material handling with an emphasis on learning operations and adhering to specific guidelines and procedures.
<p>Capabilities Summary</p> <ul style="list-style-type: none">• Safe Work Practices: Capable of acquiring fundamental skills in safe work practices and basic use of hand tools and applies safe systems of work.• Construction Site Protocols: Capable of gaining an understanding of construction site protocols. Demonstrates an eagerness to learn and adapt to the construction environment.• Basic Computer Skills: Ability to develop fundamental computer skills necessary for Private Works activities.• Teamwork: Capable of following clear instructions and working effectively as part of a team.• Licenses and Competencies: Holds or is in the process of obtaining relevant licenses and competencies for truck driving and plant operation.
<p>Supervision and Leadership</p> <ul style="list-style-type: none">• Works under close and direct supervision within the Private Works team.• Receives ongoing guidance and support from more experienced team members and supervisors to ensure tasks are completed safely and efficiently.
<p>Progression</p> <ul style="list-style-type: none">• Progresses to a Level 2 Crew Member upon the attainment of required licenses and competencies and successful completion of a minimum of 6 months and maximum of 12 months proven performance with demonstrated capability to perform at Level 2.

Crew Member Level 2

Functional Task Summary

- Entry level Private Works position with over 12 months of demonstrated experience in the civil construction industry.
- Performs a support role in the construction and modification of water infrastructure including maintenance holes, valve pits, overflow structures, pipes, valves, and fittings.
- Engages in relevant work such as pipe laying, installation, and connection activities; supporting general concrete construction; and assisting with pipe testing.

Capabilities Summary

- **Excavation and Trenching:** Demonstrates skills in excavation and trenching, traffic management, pipe laying, trench compaction, and basic knowledge of slinging and lifting of loads.
- **Awareness and Management:** Exhibits awareness of working around other services, environmental management, and reinstatement skills.
- **Technical Proficiency:** Capable of reading and interpreting plans and carrying out measurements and calculations.
- **Tool and Equipment Maintenance:** Proficient in maintaining hand tools and small plant, preparing, and placing concrete, and operating relevant machinery and communication systems.
- **Safety and Risk:** Adheres to safety systems of work. Capable of setting up and maintaining a safe site and undertaking risk assessments that identifies, assesses and manages risks.

Supervision and Leadership

- Works under general supervision within the Private Works team.
- May assist in planning and implementation of works such as network shutdowns under the supervision of the Crew Leader.

Progression

- Progresses to a Level 3 Crew Member upon successful completion of 12 months of proven experience in the role, demonstrating the capability to perform at Level 3 and completion of all required formal training.

Crew Member Level 3

Functional Task Summary

- Skilled offsider role with minimum 2 years demonstrated experience in the civil construction industry.
- Undertakes work in all areas of Private Works, including the construction and modification of water infrastructure (maintenance holes, valve pits, overflow structures, pipes, valves, and fittings etc.), pipe laying, installation, and connection activities.
- Supports general concrete construction and assists with pipe testing.
- In addition to Level 2 tasks, a Level 3 Crew Member performs more skilled and specialised tasks, such as full use of relevant computer packages, levelling, and laser setting, operating compaction equipment and producing as-constructed drawings.

Capabilities Summary

- Advanced Competencies: Builds upon base level competencies and skills, applying them under limited direction.
- Safety and Risk: Identifies, assesses, prioritises and manages risks and applies safe systems of work.
- Job Site Control: Shared accountability with team members for the efficient and effective delivery of the job including basic cost control, overseeing contractors, setting up sites, starting excavations and running pre-starts on smaller scale jobs (for example new house connection on existing block or basic in line water connection without water off).
- Quality: Works as per standard operating processes and rigorously maintains quality standards.

Supervision and Leadership

- May supervise work or provide on-the-job training based on skills and experience to team members of the same or lower levels within the Private Works team.
- Performs duties under general supervision but is capable of working alone and running a job site.

Progression

- May progress to a Level 4 Crew Member upon attainment of trade equivalent qualification relevant to the operational needs of Private Works.

Crew Member Level 4

Functional Task Summary

- Entry level for trade qualified team members undertaking licensed work and performing tasks requiring a high level of skill and autonomy at the trade equivalent level within the Private Works section.
- Minimum 3 years demonstrated experience in the civil construction industry sufficient to engage in complex construction and maintenance activities, including programming of work, advanced pipe laying, and use of various computer packages.

Capabilities Summary

- **Comprehensive Knowledge:** Demonstrates extensive knowledge of water and wastewater systems, geotechnical understanding, dewatering techniques. Capable of running job sites featuring licensed work.
- **Technical Proficiency:** Proficient in producing as-constructed drawings and the use of Microsoft Professional Suite, Maximo, and Emap.
- **Safety and Risk:** Identifies, assesses, prioritises and manages risks and applies safe systems of work.
- **Quality:** Works as per standard operating processes and rigorously maintains quality standards.

Supervision and Leadership

- Supervises work or provides on-the-job training based on advanced skills and experience to team members of the same or lower levels within the Private Works team.
- Performs work with minimal or no direction and within general guidelines.

Progression

- Appointment to a Level 5 Crew Leader is based on a vacancy at the Crew Leader level and assessment of capability to fulfill the requirements of that level.

Crew Leader Level 5

Functional Task Summary

- Leads the execution of work in all relevant areas of Private Works and is responsible for leading and supervising a crew or crews in the maintenance, installation, modification, or replacement of water and sewer infrastructure.
- Coordinates site activities including job survey, set out, laying bedding, backfilling trench compaction, and site restoration. Implements and monitors site control and compliance measures including traffic management plans and environmental management plans.

Capabilities Summary

- Leadership and Mentoring: Demonstrates leadership capabilities by mentoring and training crew members. Skilled in supervising, directing, and instructing team members to achieve desired outcomes.
- Technical Proficiency: Proficient in activities such as reading and interpreting plans, understanding hygiene standards for potable water, traffic management, and set out and surveying. Knowledgeable in civil construction activities and environmental management plans.
- Safety and Risk: Manages and applies safe systems of work. Identifies, assesses, prioritises and manages risks.
- Efficiency: Optimises the utilisation of production plant, equipment, and materials.
- Technical Issues: Employs a systematic process for solving technical issues by identifying the problem and selecting an appropriate solution.
- Policy and regulation: Interprets and applies knowledge of laws, regulations compliance and policies in area of expertise.

Supervision and Leadership

- Acts as the nominated person in charge of a work site.
- Provides local decisions, direction, leadership, and on-the-job training to team members or groups of team members within the Private Works team.
- Works under remote supervision with discretion within standard practices and processes.
- Responsible for performance management.

Progression

- Progression to a Level 6 Crew Leader is based on assessment of capability to fulfill the requirements of that level and completion of relevant Unitywater leadership training including relevant certificate courses.

Crew Leader Level 6

Functional Task Summary

- In addition to leading a team or teams, performs highly skilled and specialised tasks within the Private Works team.
- Demonstrates proficiency in advanced and specialised processes or technologies.
- Engages in complex problem solving, requiring in-depth knowledge and expertise beyond the trade equivalent level.
- Tasks may involve innovative solutions and the adaptation of processes to improve efficiency and outcomes.

Capabilities

- **Advanced Technical Skills:** Possesses advanced technical skills and a deep understanding of specialised areas within Private Works including the ability to detect, analyse, and rectify intricate problems using detailed knowledge acquired through post-trade studies or extensive experience.
- **Proficiency with Tools and Technology:** Proficient in the use of advanced tools, equipment, and technology relevant to specialised construction tasks.
- **Safety and Risk:** Manages and applies safe systems of work. Identifies, assesses, prioritises and manages risks.
- **Technical Issues:** Employs a systematic process for solving technical issues by identifying the problem and selecting an appropriate solution.
- **Policy and regulation:** Interprets and applies knowledge of laws, regulations compliance and policies in area of expertise.

Supervision / Leadership

- Exercises significant discretion and independent judgment in organising work, applying specialised skills, and determining timeframes for task completion.
- Works under remote supervision, with expectations of self-management and initiative in planning and executing tasks.
- Acts as a role model and a source of expertise for less experienced team members, often providing guidance and mentorship.

Notes:

Overarching details on capabilities and functions at lower levels are part of expectations at the higher levels.