

PROPOSED SEQWATER STAFF ENTERPRISE AGREEMENT 2026

WORKING DRAFT EXPLANATION DOCUMENT OF KEY PROPOSED CHANGES

As part of bargaining for an enterprise agreement to replace the *Seqwater Enterprise Agreement 2023 (2023 Staff EA)*, Seqwater has prepared a draft agreement, *Seqwater Staff Enterprise Agreement 2026 (Proposed Agreement)*. This schedule provides a high level explanation of the key proposed changes to the Proposed Agreement.

On 9 March 2026, the bargaining parties collectively expressed the view that all terms are not agreed until all terms are agreed in principle. Seqwater also confirms that any in-principle agreement reached between the parties on the terms of the Proposed Agreement will be subject to government approval.

Clause Ref	Heading (if any)	Description
1.1	Title	This now reflects the title of the Proposed Agreement.
1.2, 9.1.2, 15.1.3, 15.2.2, 15.3.1, 15.5.3, schedule 1 and schedule 5	Period of operation	Subject to overall agreement on all terms and governmental approval and approval by the Fair Work Commission the proposed agreement will be for a three year nominal term.
4.1.3	Dispute resolution procedure – Legal representation	Since the <i>Seqwater Enterprise Agreement 2016-2019</i> , all parties to a dispute have been entitled to representation, including legal representation, while the dispute settlement procedure is being followed. This clause has been updated to clarify current practice.
4.1.4	Dispute resolution	To facilitate the early resolution of grievances or disputes that relate to the employee's immediate supervisor, the following amendments have been made to clause 4.1.4 to:

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	procedure – Steps 1 and 2	<ul style="list-style-type: none"> clarify that an employee may skip Step 1 if the grievance or dispute concerns alleged actions by the employee's immediate supervisor; and enable a dispute to be referred to a nominated P&C representative at Step 2 if the grievance or dispute concerns alleged actions by the employee's immediate supervisor. <p>For example: if an employee wishes to report a grievance involving sexual harassment allegations about their immediate supervisor pursuant to this dispute resolution procedure, they would be able to skip Step 1 and raise the grievance with a nominated People and Culture Representative under Step 2.</p>
5.4.6	Part-time employment	<p>Part-time employees are able to agree with Seqwater to work additional hours as Ordinary Hours, up to an average of 38 ordinary hours in each roster cycle.</p> <p>Additional hours worked under this new proposed clause is proposed to be Ordinary Hours for the purposes of compensating an employee for working those hours and for the purposes of calculating leave accruals.</p> <p>Seqwater confirms that the proposal is that additional hours will only be worked under this proposed new clause with the part-time employee's agreement. If a part-time employee is directed to work the additional hours by their Supervisor, this would be paid as overtime.</p>
6.2.1(c)	Flexible working arrangements	The flexible working arrangements clause now includes examples of the type of working patterns that may be the subject of a flexible working arrangements request.
6.3	Transition to retirement arrangements	Seqwater proposes to include a new clause about transition to retirement arrangements. Under this clause, an employee may request to participate in a retirement transition arrangement in writing if they intend to retire. If agreed with Seqwater, the arrangement can be implemented as a flexible working arrangement or another written agreement.
7.3.5	Application of pay points within classification levels	Clause 7.3.5 has been amended to reflect the current performance rating scale as at 16 April 2026.

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8.1.2(c) and 8.1.3 (new)	Performance of Higher Duties	<p>Seqwater understands that in some very rare cases, an employee's Ordinary Rate for their substantive role may sometimes be higher than the higher duties specified in clause 8.1.2. Seqwater proposes to clarify that clause 8.1.2 will not apply if it would result in any loss of pay for an employee when compared to the employee's Ordinary Rate for their substantive role.</p> <p>For example: an employee's substantive classification and pay point is PO5.4 and they perform Higher Duties for six months in a role that is also classified at the PO5 level. In this scenario, the employee will be paid as an PO5.4 during the period of Higher Duties. Their pay point will not be reduced to PO5.1 whilst they perform higher duties.</p>
9.1.2	Wage increases in line with GOC Wages Policy 2025	<p>This clause has been updated to provide for the following wage increases:</p> <ul style="list-style-type: none"> • 1 July 2026 (subject to approval by the Fair Work Commission): 3% • 1 July 2027: 2.5% • 1 July 2028: 2.5% <p>An employee will be eligible to receive the first wage increase if each of the following requirements are met:</p> <ul style="list-style-type: none"> • the Agreement is approved by the Fair Work Commission; • the employee remains employed by Seqwater as at the Commencement Date; and • the Agreement applies to the employee as at the Commencement Date. <p>The first payment of the wage increase will be made to eligible employees in the first full pay period after the Commencement Date in order to administer the 1 July 2026 effective date.</p>
9.2 (new)	CPI Uplift Adjustment (CUA)	<p>These proposed amendments are subject to overall agreement on all terms and governmental approval.</p> <p>Seqwater proposes to introduce up to three potential CPI uplift adjustments (CUA) in respect to three CUA Years: 1 July 2025 to 30 June 2026 (CUA Year 1), 1 July 2026 to 30 June 2027 (CUA Year 2) and 1 July 2027 to 30 June 2028 (CUA Year 3).</p>

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		<p>A CUA will be payable to an Eligible Employee if the Brisbane CPI for March in the relevant CUA Year is greater than the wage increase that is effective either on the Commencement Date (for CUA Year 1) or the day after the relevant CUA Year. The CUA is capped at 0.5% for CUA Year 1 and 1% for CUA Year 2 and CUA Year 3.</p> <p>Seqwater proposes that the CUA is paid on an Eligible Employee's Total Wages. This is defined as the following payments made to the Eligible Employee under either the 2023 Staff EA or the Proposed Agreement in the relevant CUA Year:</p> <ul style="list-style-type: none"> • payments for the Ordinary Hours that the employee worked or took as paid leave (including shift penalties and loadings, if applicable); and • overtime payments; • payments for paid meal breaks during Ordinary Hours and Overtime; • annual leave loading; and • applicable allowances. <p>An Eligible Employee's Total Wages will not include any payout of TOIL, flexitime or other leave or leave-like entitlements made in the relevant CUA Year. It also does not include any CUA payments made for previous periods.</p>
9.3 (new), 9.6.3 and 11.2(a) of schedule 3	Annualised salary arrangements	<p>Staff EA employees may now agree to an annualised salary arrangement, called a TFR Package. An employee must be in a role that is classified at or above AO5, PO4, OO4, TO5 or TO MS1 to access this arrangement.</p> <p>For example: a PO5 employee may access this arrangement but a PO3 is not eligible.</p> <p>The TFR Package must be no less than the Base Salary that would have applied to the TFR Employee under the Proposed Agreement. It must also leave the TFR Employee better off overall than if the <i>Water Industry Award 2020</i> applied to the TFR Employee.</p> <p>While in place, the employee will be remunerated pursuant to the TFR Package rather than on a "wages, overtime and allowances" basis pursuant to Standard Terms of the 2026 Staff EA. This means an employee will be entitled to receive their TFR Salary during a period of paid leave, instead of the standard provisions in each leave clause.</p>

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		If an employee wishes, they can request that their remuneration be reviewed for the relevant financial year in accordance with the TFR Reconciliation Process.
9.6.1	Timesheet obligations	Seqwater proposes to move the existing clause 10.2.2 of the 2023 Staff EA to clause 9.6, to clarify that the clause deals with employees' general time sheeting obligations. This reflects the existing position and is not a change to the EA.
10.3 (new)	Right to disconnect	There is a new clause at 10.3 which recognises the employees' right to disconnect under section 333M of the <i>Fair Work Act 2009</i> (Cth) (FW Act).
10.5.2(d)	Flexitime	<p>These proposed amendments are subject to overall agreement on all terms and governmental approval.</p> <p>Untaken flexitime hours in excess of 12 hours as at the end of the first full pay period in January of each year will be paid out. This is based on feedback from the employees about the existing 2023 Staff EA which pays out all flexitime accruals.</p>
11.1.1, 11.1.2, 11.3 – 11.4	Temporary shift work arrangements	<p>Clause 11.2.1 of the 2023 Staff EA provides that:</p> <ul style="list-style-type: none"> the parties agree that operational requirements may require an employee who ordinarily works Day Work to temporarily perform their Ordinary Hours outside the Ordinary Spread of Hours; employees agree to do so, subject to fatigue management, and agree that such work will be deemed a temporary shift work arrangement for the purposes of calculating remuneration entitlements; and there are two types of temporary shiftwork arrangements: unplanned temporary shift work and planned temporary shift work. <p>The Proposed Agreement sets out:</p> <ul style="list-style-type: none"> that there will be a minimum of 72 hours' consultation period prior to the implementation of planned temporary shift work arrangements; and

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		<ul style="list-style-type: none"> that an employee may raise a dispute about whether a declared incident or declared emergency has been declared (see clause 11.4.5).
11.5	Shift penalties	The examples at clause 11.5.3 have been included to assist in understanding when the unplanned temporary shift penalty is payable.
12.1.2	Paid meal break for Day Workers engaged to undertake firefighting or burn off duties	This clause is proposed to be amended to clarify that a Day Worker must be engaged to undertake firefighting or burn off duties for the majority of their Ordinary Hours on a particular day to be entitled to a paid break under clause 12.1.2. The intention is to reflect the current practice and confirm understanding prior to configuration for the Payroll Modernisation project.
13.1.2	Approval to work Overtime	<p>An employee must obtain Seqwater's approval to work Overtime.</p> <p>Generally, an employee must obtain approval from their leader to work planned or unplanned overtime. If their leader is not available, then the employee should obtain approval to work overtime from the On Call Officerperson who is on-call. The On Call Officer is the supervisor or manager on the on call roster for the relevant catchment or team/group. For example this could be the Catchments On Call Officer.</p> <p>That approval must be obtained before the employee commences working Overtime except if the employee is required by Seqwater to respond to a declared incident or declared emergency. In those exceptional circumstances, the employee must obtain approval as soon as practicable. Approval for payment will not be unreasonably withheld.</p>
14	10.5 hour break	<p>The 10 hour break clause has been simplified to a static 10.5 hour break and will no longer have reasonable travel time capped at 1 hour.</p> <p>Finally, Seqwater has introduced a new clause 14.1.1 that reflects Seqwater's general commitment to managing fatigue within the workforce.</p>

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15.6	Obnoxious conditions allowance	<p>These proposed amendments are subject to overall agreement on all terms and governmental approval.</p> <p>Seqwater proposes amendments to the obnoxious conditions allowance to:</p> <ul style="list-style-type: none"> • acknowledge that an employee is working in obnoxious conditions if they are performing trash rack and screen shovelling work (clause 15.6.1(c)); and • clarify what constitutes smaller animals under clause 15.6.1(g). Animal carcasses will fall under this category of obnoxious conditions if they are smaller than Large Animals (defined to mean sheep, cows, horses or similar sized animals that have a body length of at least 0.75 metres).
16.5.6	Purchased leave	<p>Seqwater has received a lot of feedback from employees that the current purchased leave process is too inflexible, which has resulted in fewer employees accessing purchased leave. Consequently, Seqwater has explored further opportunities to introduce flexibility. In particular, Seqwater proposes to allow purchase leave to be taken progressively in hours rather than in weekly blocks. This is a change in the benefit of employees from the clause discussed on 25 February and 9 March 2026 by the parties and is a concession that is subject to overall agreement on all terms and governmental approval.</p> <p>Seqwater's proposal is that the purchased rate will be the employee's Ordinary Rate as at 1 July of the relevant financial year. For example, if an employee applies for purchased leave for FY26/27 in June 2025, the purchased rate will be their Ordinary Rate as at 1 July 2026.</p>
17.1.3(a)	Paid personal/carer's leave	<p>This clause has been amended to permit an employee to access their personal/carer's leave in order to attend a pre-booked medical appointment about a personal illness or injury.</p> <p>This proposed amendment is subject to overall agreement on all terms and governmental approval.</p>
25.2	Entitlements when on an RDO	<p>Seqwater initially proposed that these additional public holiday entitlements be deleted from the Proposed Agreement as a productivity initiative.</p>

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	or on call on a Public Holiday	<p>In light of the further bargaining discussions, and subject to overall agreement on all terms and government approval, Seqwater's alternative proposal is to reinsert the additional entitlements into the Proposed Agreement on the following basis:</p> <ul style="list-style-type: none"> • If a Shift Worker's or OO employee's RDO commences on a Public Holiday, the employee will receive an additional payment at the Ordinary Rate for the Ordinary Hours they normally work per day (clauses 25.2.1 and 25.2.2). • If an OO or TO employee is on call, part of the on call period occurs on a Public Holiday and the employee does not perform a Call-Out or Remote Response on that Public Holiday, the employee will receive an additional payment at the Ordinary Rate for the Ordinary Hours they normally work per day. • Clause 25.2.4 explains how to determine what an employee's Ordinary Hours is for the purposes of calculating the additional payment where an employee works shifts with a varied number of Ordinary Hours. • As discussed, an employee may only be entitled to one of these additional entitlements for each public holiday. For example, if an OO Shift Worker's RDO commences on a Public Holiday, they are on call for part of the Public Holiday and they subsequently do not perform either a Call-Out or Remote Response on the Public Holiday, the employee will receive one additional payment under these provisions. <p>The only change made to the current provisions of the 2023 Staff EA is a simplification of the compensation method. Previously, Seqwater could elect whether an employee receives an additional payment or a flexitime accrual when they were entitled to an additional entitlement. The new proposed clause 25.2 would clarify that Seqwater elects to compensate an employee through an additional payment going forward.</p>
28.2	Union Delegates	<p>Seqwater proposes various amendments to clause 28.2 to ensure compliance with the workplace delegates' term in the <i>Water Industry Award 2020</i>. This has included a clarification that Seqwater Union Delegates may attend new starters' induction training to discuss membership of their Union with Eligible Workers (as defined).</p> <p>Seqwater also confirms that it has retained the greater union delegate training leave that exists under the 2023 Staff EA (see clause 28.2.3).</p> <p>Clause 28.2.4 has been updated to reflect that an Seqwater Union Delegate will be paid as if at work while on union delegate training leave. This reflects current payroll practices.</p>

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29.4	Transfer of business	Seqwater proposes to include a clause that confirms that if a transfer of business occurs, the FW Act will apply.
30.1	Definitions	<p>Definitions relevant to the COLA payment clause have been deleted.</p> <p>The following new additions have been added:</p> <ul style="list-style-type: none"> • 2023 Staff EA • Agreement Increase • Brisbane CPI • Calculation Date • CPI Percentage Difference • CUA Year • CUA Percentage • CUA • Eligible Employee • Eligible Workers • Large Animals • On Call Officer • Standard Terms • TFR Employee • TFR Package • TFR Reconciliation Process • TFR Salary • Total Wages
Schedule 3, clause 2.2	Eligibility for paid parental leave	<p>Seqwater proposes to include a clause that clarifies that an employee may only access paid parental leave as either the Primary Caregiver or the Secondary Caregiver in respect to each Child. This change reflects the current position under the 2023 Staff EA.</p> <p>This change reflects existing practices.</p> <p>Unfortunately GOC Wages Policy 2025 and Government instructions restrict Seqwater from making any more amendments to this entitlement.</p>
Schedule 3, clause 5.2	Timing of paid parental leave as a Secondary Caregiver	<p>Seqwater proposes to amend clause 5.2 to clarify that while the employee has discretion as to when they commence the period of paid parental leave as a Secondary Caregiver, the leave must be taken within the first 12 months of the birth or placement of the Child.</p> <p>This change reflects existing practices.</p>



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