FAIR WORK COMMISSION

APPELLANT'S APPEAL BOOK

Appeal under s 604 of the Fair Work Act 2009 (Cth)

APPEAL MATTER NUMBER	
ORIGINAL MATTER NUMBER	C2026/1693
APPELLANT	Riki Dahm
RESPONDENT	Central SEQ Distributor-Retailer Authority t/a Urban Utilities
DECISION APPEALED	Riki Dahm v Central Seq Distributor-Retailer Authority [2026] FWC 2444, 30 June 2026
CONSEQUENTIAL ORDER APPEALED	PR811545, 30 June 2026
NOTICE OF APPEAL LODGED	20 July 2026 at 4:55 pm
APPEAL BOOK DATED	27 July 2026

Representative: Holly Dahm | 0401 219 842 | hollydahm@proton.me

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No transcript is included because the original matter was determined on the papers without a hearing.

DECISION

Fair Work Act 2009
s.365 - Application to deal with contraventions involving dismissal

Riki Dahm
v
Central Seq Distributor-Retailer Authority
(C2026/1693)

COMMISSIONER DURHAM BRISBANE, 30 JUNE 2026

Application to deal with contraventions involving dismissal – jurisdictional objection – whether employee dismissed – abandonment of employment – repudiation of employment contract – application dismissed.

[1] Mr Riki Dahm has filed an application under s.365 of the Fair Work Act 2009 for the Fair Work Commission to deal with a general protections dispute involving dismissal against Central Seq Distributor-Retailer Authority (Urban Utilities).

[2] Urban Utilities objected to the application on the basis that Mr Dahm was not dismissed. As dismissal is disputed, the Commission must first determine whether a dismissal occurred under s.386 of the Act before proceeding further.[i]

[3] I issued directions on 7 May 2026 for the parties to file their material. Urban Utilities' submissions included a witness statement of Ms Hannah Limberger-Forte (Human Resources Lead). Mr Dahm filed a witness statement and submissions. The parties confirmed they did not contest the facts or credibility of the contents of the filed witness statements, noting that evidence provided by the witnesses related to legal matters, rather than issues of fact. Through the consent of the parties, I have decided to determine the matter on the papers without holding a hearing.

[4] For the reasons that follow, I have found that Mr Dahm was not dismissed by Urban Utilities. The jurisdictional objection is therefore upheld.

Background and facts established by the evidence

[5] Mr Dahm commenced employment with Urban Utilities as a Water Industry Worker in January 2020.[ii] Mr Dahm's employment was subject to the Urban Utilities Operational and Field Employees' Enterprise Agreement ('the Agreement').

[6] Mr Dahm took a period of authorised annual leave between 27 and 31 October 2025. Mr Dahm did not return to work on 1 November 2025 as expected and made no contact with Urban Utilities. Despite Mr Dahm's unauthorised and unexplained absence, Urban Utilities continued to pay him for the period 1 November 2025 to 13 November 2025.[iii]

[7] On 13 November 2025, Mr Dahm sent an email from his work email address in which he asked to access other paid leave.[iv] Mr Dahm was subsequently granted paid leave per his request to cover his rostered shifts from 15 November 2025 to 18 November 2025.

[8] Mr Dahm did not attend work for his next rostered shift on 21 November 2025. Urban Utilities made a number of attempts to contact Mr Dahm and his listed emergency contacts between 21 November and 28 November 2025. Mr Dahm did not respond to voicemail messages or emails sent to either his Urban Utilities or personal email address and Mr Dham's emergency contacts did not respond to missed calls or voice messages.

[9] I accept that, due to concerns regarding Mr Dahm's welfare, he was granted a further period of discretionary paid leave from 21 November 2025 until 1 December 2025.[v] On 1 December 2025, having failed to establish contact with Mr Dahm either directly or through his emergency contacts, Urban Utilities contacted the Queensland Police Service (QPS) to request a welfare check be undertaken.[vi] It is understood that the QPS attended Mr Dahm's home 2 December 2025 however Urban Utilities did not receive any further update as to Mr Dahm's welfare and remained unable to confirm whether Mr Dahm was safe and well.[vii]

[10] On 9 December 2025, Mr Dahm sent a group email from a private email address to members of Urban Utilities' executive leadership team and board, as well as numerous Federal and State Members of Parliament and others. To the extent the email is relevant to this matter, I accept that it did not contain a valid request for leave or otherwise provide any clarity around Mr Dahm's intention to return to work.

[11] On 12 December 2025, an email was sent to Mr Dahm's personal email address noting that he had not made any contact with Urban Utilities since 13 November 2025.[viii] Mr Dahm was asked to advise of his intention to either access further leave or return to work. Importantly, the email provided Mr Dahm with a range of options for leave that could be accessed including personal/carers leave and annual leave. Mr Dahm was further advised that he had 384 hours of annual leave available for use if he so authorised. Mr Dahm did not respond.

[12] On 14 January 2026, an email was sent to Mr Dahm, noting his unauthorised absence since 2 December 2025, and warning that if he did not respond by 22 January 2026, Urban Utilities would consider this abandonment and would proceed to terminate his employment.[ix]

[13] On 15 January 2026, Mr Dahm sent a text message advising of a change to his preferred email address. The text message did not clarify his intentions or request leave.[x]

[14] On 16 January 2026, a further email was sent to Mr Dahm's updated email address confirming receipt of the text message and again requiring him to confirm whether he intended to return to work or request access to his paid leave entitlements by 22 January 2026. Mr Dahm was again advised of his annual leave balance and that he may also be able to access 242.26 hours of personal leave. Mr Dahm was again advised that if he failed provide this clarity by 22 January 2026 Urban Utilities would take this as confirmation that he had abandoned his employment. Mr Dahm did not respond.[xi]

[15] On 23 January 2026, Urban Utilities formally wrote to Mr Dahm advising that his employment had been terminated.[xii] The correspondence noted Urban Utilities' various attempts to seek clarity around Mr Dahm's intentions, and that he had been advised that failure to provide a response would result in his employment ending due to abandonment. The letter confirmed that as no response had been received, Mr Dahm's employment would be concluded effective immediately and he would be paid his notice in lieu as well as any outstanding wages and entitlements.

Consideration

[16] Section 386 of the Act provides that a person has been dismissed in several circumstances, including when their "employment" has been "terminated on the employer's initiative". Such a situation refers to a termination that is brought about by an employer, and which is not agreed to by the employee.[xiii]

[17] When considering whether there has been a "termination at the initiative of the employer" for the purpose of s 386(1)(a) of the Act, it is necessary for the analysis to be conducted by reference to termination of the employment relationship. It is not conducted by reference to the termination of the contract of employment in operation immediately before the cessation of the employment.[xiv]

[18] Urban Utilities submit that Mr Dahm was not dismissed within the meaning of section 386(1) of the Act, as his employment was not terminated at their initiative, rather they say Mr Dahm abandoned his employment, resulting in a repudiation of his contract. They say it was this action that brought the employment relationship to an end, and once this had occurred, they moved to end the employment contract to finalise Mr Dahm's employment.

[19] In the 4 yearly review into modern awards, the Abandonment of Employment Full Bench held that:[xv]

> "'Abandonment of employment' is an expression sometimes used to describe a situation where an employee ceases to attend his or her place of employment without proper excuse or explanation and thereby evinces an unwillingness or inability to substantially perform his or her obligations under the employment contract. This may be termed a renunciation of the employment contract. The test is whether the employee's conduct is such as to convey to a reasonable person in the situation of the employer a renunciation of the employment contract as a whole or the employee's fundamental obligations under it. Renunciation is a species of repudiation which entitles the employer to terminate the employment contract. Although it is the action of the employer in that situation which terminates the employment contract, the employment relationship is ended by the employee's renunciation of the employment obligations. Where this occurs, it may have various consequences in terms of the application of provisions of the FW Act. To give three examples, first, because the employer has not terminated the employee's employment, the NES requirement in s 117 for the provision of notice by the employer, or payment in lieu of notice, will not be applicable. Second, if a modern award or enterprise agreement provision made pursuant to s 118 requiring an employee to give notice of the termination of his or her employment applies, a question may arise about compliance with such a provision. Third, if the employee lodges an unfair

> dismissal application, then the application is liable to be struck out on the ground that there was no termination of the employment relationship at the initiative of the employer and thus no dismissal within the meaning of s 386(1)(a) (unless there is some distinguishing factual circumstance in the matter or the employee can argue that there was a forced resignation under s 386(1)(b)).” (emphasis added)

[20] I have not been convinced that Urban Utilities engaged in any conduct with the intention of bringing Mr Dahm’s employment to an end, rather their actions sought to provide Mr Dahm every reasonable opportunity to clarify his intention and to reject the proposition that he had terminated the employment relationship by abandoning his employment. I am further satisfied that it was only once Mr Dahm’s actions demonstrated an acceptance of the proposition being put, that Urban Utilities took action to finalise his employment.

Conclusion

[21] Applying the relevant authorities to the facts of this case, I find that Mr Dahm’s abandonment constituted a renunciation of his employment, thereby bringing the employment relationship to an end. I am therefore satisfied there was no termination of the employment relationship at the initiative of the employer, thus no dismissal within the meaning of s 386(1)(a). Mr Dahm’s general protections application involving dismissal must be dismissed. I order accordingly.



COMMISSIONER

Determined on the Papers

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<PR811545>

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[i] *Coles Supply Chain Pty Ltd v Milford* [2020] FCAFC 152.

[ii] DHB p 397.

[iii] DHB p 398 par 2.

[iv] DHB p 425.

[v] DHB p 389.

[vi] DHB p 400 par 32.

[vii] DHB p 400 par 34.

[viii] DHB p 497.

[ix] DHB p 376.

[x] DHB p 403.

[xi] DHB p 451.

[xii] DHB p 455.

[xiii] *Khayam v Navitas English Pty Ltd t/a Navitas English* [2017] FWCFB 5162 at [75], see also *Mohazab v Dick Smith Electronics Pty Ltd (No 2)* (1995) 62 IR 200.

[xiv] *Khayam v Navitas English Pty Ltd t/a Navitas English* [2017] FWCFB 5162 at [75].

[xv] *Abandonment of Employment* [2018] FWCFB 139 [21]-[22].

5

Fair Work Commission

General protections application involving dismissal

Form F8

Fair Work Act 2009, s.365

This is an application to the Fair Work Commission (the Commission) to deal with a general protections dispute involving dismissal under Part 3-1 of the Fair Work Act 2009.

Date lodged	12-Feb-2026 17:23:45 +11:00 Australian Eastern Daylight Time (New South Wales)
Place of lodgment	Brisbane

The Applicant

Name	Mr Riki Dahm
Email	rikidahm@proton.me
Landline number	
Mobile number	0424161433
Address	[redacted] GE, 4017, QLD,

Is the Applicant over 18?	Yes
Will the Applicant need an interpreter?	No
Does the Applicant have any accessibility requirements?	No

The Applicant's Representative

Does the Applicant have a Representative?	Yes
Type of representative	Other

Firm or organisation	
ABN	
Name	Holly Dahm
Email	hollydahm@proton.me
Landline number	
Mobile number	0401219842
Address	[redacted] GE, 4017, QLD

Respondent Details

Legal name	CENTRAL SEQ DISTRIBUTOR-RETAILER AUTHORITY
ABN	86673835011
Address	GPO BOX 2765, BRISBANE, 4001, QLD

Contact person

Name	Mr David Brooker
Role	HR Services
Email	HR.Services@urbanutilities.com.au
Landline number	0738556192
Mobile number	

Estimated business size 100 or more

1. The Dismissal

1.1 Start Date

When did the Applicant's employment start?	25-01-2020

1.2 Dismissal notification date

Was the Applicant told about being dismissed?	Yes
When was the Applicant told about being dismissed?	23-01-2026

1.3 Effective dismissal date

When did the Applicant's dismissal take effect? 23-01-2026

1.4 Timeframe to apply

Is your application within 21 days?
Yes

1.5 Other claims

Has the Applicant started any other claims? No

2. The Applicant's dismissal

2.1 The reason(s) that the Applicant believes apply to their dismissal.

Workplace rights (ss 340, 341 and 343)

I was dismissed effective 23 January 2026. The dismissal constitutes adverse action within s 342(1) of the Fair Work Act 2009 (Cth). The adverse action was taken for prohibited reasons contrary to s 340(1), including because I exercised workplace rights within s 341, and because I was not prepared to cease, modify, or refrain from exercising those rights within s 343.

This is a dismissal-based general protections application within the Fair Work Commission's jurisdiction under Part 3-1. This proceeding does not seek determination of the merits or substance of any whistleblower disclosure. The disclosure is relied upon only insofar as it constituted the exercise of workplace rights and gave rise to employment-related complaints, inquiries, risks, and consequences.

The dismissal was characterised as "abandonment" under clause 3.11 of the Urban Utilities Operational and Field Employees' Enterprise Agreement. That characterisation does not displace Part 3-1 protections and was not the operative or substantial reason for dismissal.

Workplace rights exercised (s 341)

I exercised workplace rights by:

1. Making complaints and inquiries in relation to my employment within s 341(1)(c)(ii), including complaints and inquiries concerning governance and compliance failures, reprisal risk, and psychosocial and safety impacts arising from employer conduct affecting my employment, duties, capacity to engage, and the ongoing employment relationship.

2. Participating as a joint and several discloser, in private capacity (with Holly Tegan Dahm and Rhonda Ann Knyvett), in a single disclosure lodged on 02 June 2025 via Deloitte Whistleblower Service (Unique ID AU620871X), later recorded by the Commonwealth Ombudsman as PID-2025-800051.

There is one disclosure, made jointly. Adverse action taken against one joint discloser constitutes detriment connected to that disclosure environment and its employment consequences, and necessarily impacts the remaining joint disclosers.

3. Requiring communications concerning these employment matters to occur via a nominated channel (rikidahm@proton.me) with co-disclosers copied, as a protective and safety-related measure connected to the exercise of those workplace rights and identified reprisal risk.

Employer knowledge (actual and constructive)

Urban Utilities had actual and constructive knowledge of my exercise of workplace rights and the joint nature of the disclosure:

- Pre-disclosure knowledge: On 02 April 2025, Urban Utilities received correspondence seeking trustee/EPA authority and account records connected to its systems (case ref #00498255) identifying me and including my contact details. Urban Utilities responded on 10–11 April 2025, fixing knowledge of my identity and compliance-related inquiries within its records.
- Disclosure knowledge and governance connection: From 02 June 2025 onward, AU620871X / PID-2025-800051 and my status as a joint discloser were repeatedly notified to Urban Utilities leadership and management, including the CEO (Paul Arnold) and Chair (Paul Vincent). Message Disposition Notifications evidence executive recipients accessed and displayed those notices. On 17 December 2025, Deloitte confirmed in writing that it provides whistleblower services for Urban Utilities, confirming the disclosure environment was connected to the Respondent's governance setting.
- Management notice: On 15 January 2026, I notified Area Manager Scott Ireland by text of AU620871X / PID-2025-800051, confirmed executive and board awareness, required cessation of reprisals, and reiterated the nominated communication channel. On 16 January 2026, the employer acknowledged my updated contact details.

For Part 3-1 purposes, employer knowledge is assessed institutionally and cannot be avoided by internal delegation, compartmentalisation, or asserted ignorance by any particular decision-maker.

"Abandonment" not the operative reason

The Respondent asserts that I abandoned employment from 02 December 2025. The objective record is inconsistent with abandonment:

- I remained actively engaged in written correspondence throughout December 2025 and January 2026

concerning the disclosure environment and related employment consequences, including compliance, reprisal, and safety issues.

- I updated contact details and received acknowledgment on 16 January 2026.

My conduct was consistent with assertion of statutory rights, not repudiation of contract. Recharacterising protected complaints and safety-related communications as “unauthorised absence” or “abandonment” constitutes adverse action because it penalises the exercise of workplace rights.

Causation and reverse onus (s 361)

Chronology:

- 02 April 2025 – employer knowledge of compliance-related inquiries (UU #00498255)
- 02 June 2025 – AU620871X lodged (joint disclosure)
- 08 August 2025 – Commonwealth Ombudsman correspondence confirming PID-2025-800051
- December 2025–January 2026 – furtherance notices to the CEO, Chair and

3.1 What outcome does the Applicant want from this case?

Primary order
Reinstatement to my former position or an equivalent role, with continuity of service preserved, and correction of all employment records to remove any finding, notation, or characterisation of “abandonment” or “unauthorised absence”.

Make-whole relief (including underpayment)
Restoration of all amounts lawfully payable arising from the employment and the dismissal, including all unpaid or underpaid wages, allowances, penalty rates, overtime, superannuation, leave accruals and other entitlements, together with interest, from 23 January 2026, and for any earlier period of underpayment connected to or aggravated by the adverse action.

Protective and non-reprisal orders
Orders requiring the Respondent to cease adverse action and implement enforceable measures to prevent further reprisal, detriment or adverse treatment arising from or connected to the single joint disclosure AU620871X / PID-2025-800051, including in respect of all joint disclosers.

Further orders
Orders under Part 3-1 as appropriate, including civil penalty orders, and orders directed to the Respondent and any persons involved under s 550.

Conditional alternative only if reinstatement is proven impracticable by the Respondent

Compensation in lieu assessed consistently with the seriousness of the contravention, ongoing loss and identified underpayment, without alteration of findings, record correction, or protective/non-reprisal orders.

Additional documents

1. 27 Jan 26 Shane King ead: 27 Jan 2026 Urban Utilties Termination + Financial Pressure + CEO Paul Arnold : Chair Paul Vincent on notice (actual knowledge 2 April 2025) | Deloitte 2 June 2025 PID AU620871X 30 June 2025 Iain Anderson OCO PID2025-800051 .pdf

2. Deloitte - Furtherance Issued post 2 June 2025.pdf

3. 19 Jan 26 Deloitte Global EC Escalation .pdf

4. EVIDENCE EMAIL DELOITTE, SUPLIMENTIARY TO 2 JUNE, 14 - 22 joint several and private riki dahm, holly dahm and rhonda knyvett.pdf

5. Email 4 June 25 Deloitte Breach - Routed to CBA .pdf

6. 27 Jan 26 Shane King Urban Utilties CEO Paul Arnold : Chair Paul Vincent on notice (actual knowledge 2 April 2025) | Deloitte 2 June 2025 PID AU620871X 30 June 2025 Iain Anderson OCO PID2025-800051 .pdf

7. 27 Jan 26 Urban Utilties Termination + Economic Retaliation .pdf

8. 7-8 Aug 25 Riki Dahm Iain Anderson.pdf

9. 7-8 Aug 25 Riki Dahm Iain Anderson Commonwealth Ombudsman AU620871X | Lodged 2.6.25 | PID-2025-800051 [SEC=OFFICIAL] reaffired '.pdf

10. 7-8 Aug 25 RE: [External] Mandate remains — AU620871X | Lodged 2.6.25 | PID-2025-800051 [SEC=OFFICIAL] reaffired '.pdf

11. 23 Jan 26 Riki Dahm Termination of Employment.pdf

/Users/hollydahm/Library/Mobile Documents/com~apple~CloudDocs/Deloitte. CBA CommSec External Whistbl

12. 23 Jan 26 Termination of Employment Email - Urban Utilties .pdf

13. 17 Jan 26 Deputy Premier Urban Utilties : deloitte furtherance PID2025-800051 AU620871X.pdf

14. 27 Jan 26 27 Jan 2026 Urban Utilties Termination + Financial Pressure + CEO Paul Arnold : Chair Paul Vincent on notice (actual knowledge 2 April 2025) | Deloitte 2 June 2025 PID AU620871X 30 June 2025 Iain Anderson OCO PID2025-800051 .pdf

15. 7-8 Aug 25 RE: [External] Mandate remains — AU620871X | Lodged 2.6.25 | PID-2025-800051 [SEC=OFFICIAL] reaffired '.pdf

16. 3 Dec 25 Read: International Emergency: QPS Abduction Attempts, Nationality Tampering & State Reprisal Against UAE:NZ Children │ AU620871X : PID-2025-800051 (ReAff 8.8.25) Christopher Luxon .pdf

17. 10 Dec 25 Paul Arnold CEO Urban Utilities Read: Urban Utilities : QLD Treasury — Peremptory Norm & Erga Omnes Violations │ UN Treaties (UNCAC–CRPD, Genocide) │ Rome Statute 7:27:70:86 │ Vienna Convention 26–27:77 │ Hague │ FATF 1– 40.pdf

18. 12 Dec 25 Paul Arnold CEO Urban Utilities Obligations.pdf

19. 15-17 Dec From Deloitte Whistleblower Service Riki Dahn, Rhonda Knyvett & Holly Dahm CBA WS Breach to CBA AU620871X PID2025-800051.pdf

20. 17 Dec 25 Deloitte - furtherance breach Riki Dahm -- Urban Utilities .pdf

21. 15 Jan 26 Jarrod Bleijie Urban Utilities : Paul Arnold : Paul Vincent.pdf

22. 21 Jan 26 Rhonda Ann Knyvett via Attorney H Dahm 6 Jul 25 Fw- Ultra Super Fund.pdf

23. 10 Dec 25 Read-Paul Vincent Employer Reprisal- Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

24. 2 Dec 25 5.20pm Riki Dahm Furtherance Urban Utilities .pdf

25. 23 Dec 25 Paul Arnold CEO Urban Utilies + Craig Maclachlan DFAT.pdf

26. 20 Jan 26 Paul Arnold, Andrewa Kenafake, Carmel Krogh, Gerard Pender David Brooker , James Dymock, Jo Johnstone, Lehland Crawford, Mark Gray, Lucia Cade, Martine Watson, Deloitte .pdf

27. 15 Jan 26 Text Exchange Riki Dahm : Scott Ireland Urban Utilities.png

28. 10 Nov 25 Paul Arnold CEO Urban Utilities furtherance PID2025-800051. pdf.pdf

29. 9 Dec 25 Paul Arnold Read-Fw- Erga Omnes & Jus Cogens Violations — UNCAC • UNTOC • ICCPR • CAT • CRC.pdf

30. 29 Oct 25 Paul Arnold CEO Urban Utilities.pdf

31. 8 Oct 25 Urban Utilities Paul Arnold CEO pdf.pdf

32. 15 Jan 26 Text Exchange Riki Dahm : Scott Ireland Urban Utilities.png

33. 9 Dec 25 Economic Abuse - non payment of wages.png

34. 24 Dec 25 Paul Arnold CEO - On notice.pdf

35. 10 Dec 25 Read-Paul Arnold Urban Utilities _ QLD Treasury — Peremptory Norm & Erga Omnes Violations │.pdf

36. 23 Dec 25 Economic Abuse - non payment of wages.PNG

37. 30 Dec 25 Economic Abuse - non payment of wages.PNG

38. 16 Dec 25 Economic Abuse - non payment of wages.PNG

39. 30 Dec 25 CEO Paul Arnold Chair Paul Vincent Urban Utilities.pdf

40. 10 Dec 25 Read-Paul Arnold Urban Utilities _ QLD Treasury — Peremptory Norm & Erga Omnes Violations │.pdf

41. 9 Dec 25 5.26pm Riki Dahm CEO Paul Arnold, Board Chair Paul Vincent, David Brooker .pdf

42. 9 Dec 25 5.26pm Riki Dahm CEO Paul Arnold, Board Chair Paul Vincent, David Brooker |Deloitte Furtherance Deloitte 'PID' AU620871X OCO PID2025-800051l .pdf

43. 10 Dec 25 Read-Paul Vincent Employer Reprisal- Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

44. 23 Dec 25 Paul Arnold CEO Urban Utilies + Craig Maclachlan DFAT.pdf

45. 10 Dec 25 Read-David Brooker Employer Reprisal- Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

46. 20 Jan 26 Riki Dahm - Urban Utilities CEO + Chair + Executive: Board.pdf

47. 6 Jan 26 Riki Dahm - Paul Arnold CEO Urban Utilities.pdf

48. 10 Dec 25 Read-Gerard Pender Employer Reprisal- Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

49. 10 Dec 25 Read-Carmel Krogh Employer Reprisal- Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

50. 10 Dec 25 Read-Chris Bulloch Employer Reprisal- Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

51. 2 Apr 25 Urban Utilities Actual Knowledge 'disclosure 2 June 25' Deloitte PID UI 620871X OCO PID2025-800051 .pdf

52. 10 Jan 2020 - 25 Jan 2020 Signed Employment Agreement Riki Dahm.pdf

53. 10 Dec 25 Read-Andrea Kenakafe Employer Reprisal-Urban Utilities _ Queensland Treasury — Erga Omnes & Ju.pdf

Signature

Riki Lee Dahm

12-02-2026

Capacity

I have completed this form as the Applicant

Form F8A – Response to a general protections dismissal application

Fair Work Act 2009, section 365; Fair Work Commission Rules 2024, rules 65, 70 and 72 and Schedule 1

This is a response to an application for the Fair Work Commission (Commission) to deal with a general protections dismissal dispute under Part 3-1 of the Fair Work Act 2009.

The Applicant

These are the details of the person who made the application (the Applicant). You can find this information on the general protections dismissal application form F8 and correspondence from the Commission.

Applicant's name	Riki Dahm
Commission case number	C2026/1693

The Respondent

These are the details of the person responding to the application (the Respondent).

The Respondent could be:

- the person named as the former employer in the form F8 (the former employer)
- a person named in the form F8 as an additional respondent (an additional respondent)

You must provide a telephone number and email address. It is important that we can contact the Respondent.

What is the Respondent?

☒ The former employer

☐ An additional respondent

If the Respondent is an individual, provide the following details:

Title	☐ Mr ☐ Mrs ☐ Ms ☐ Other - please self-describe:
First name	
Surname	
Postal address	
Suburb	

State or territory		**Postcode**	
Phone number			
Email address			

If the Respondent is not an individual, provide the following details:

Legal name of Respondent	Central SEQ Distributor-Retailer Authority		
Respondent's ACN (if a company)	86 673 835 011		
Respondent's ABN			
Respondent's trading name or registered business name (if applicable)	Urban Utilities		
Contact person	HR Services		
Postal address			
Suburb			
State or territory		Postcode	
Phone number			
Email address	HR.Services@urbanutilities.com.au		
What industry is the Respondent in?	Water		

Note: If you provide a mobile number the Commission may send reminders by SMS.

Has the Applicant given the Respondent's correct legal name in the form F8?

☒ Yes

☐ No – please make sure the Respondent's correct legal name is set out above.

If the Respondent is the former employer—how many employees did the Respondent have as at the date of the dismissal?

☐ None

☐ 1–-14

☐ 15–-49

☐ 50–-99

☒ 100 or more

☐ I don't know

Additional respondents

Are you responding on behalf of any additional respondents in this case?

The former employer and any additional respondents named by the Applicant on the form F8 each need to respond to the application. Multiple respondents may choose to lodge a joint response using this form.

If this response covers an additional respondent, give their details below.

You can attach more pages if there is more than one additional respondent.

If you are responding on behalf of additional respondents, references to 'the Respondent' in the questions below include any additional respondents you are responding for.

☐ Yes

☒ No

If the additional respondent is an individual, provide the following details:

Title	☐ Mr ☐ Mrs ☐ Ms ☐ Other - please specify:		
First name			
Surname			
Postal address			
Suburb			
State or territory		**Postcode**	
Phone number			
Email address			

If the additional respondent is not an individual, provide the following details:

Legal name of additional respondent	
Additional respondent's ACN (if a company)	

Additional respondent's ABN			
Contact person			
Postal address			
Suburb			
State or territory		**Postcode**	
Phone number			
Email address			

Note: If you provide a mobile number the Commission may send reminders via SMS.

Has the Applicant given the additional respondent's correct legal name in the form F8?

☐ Yes

☐ No - please make sure their correct legal name is set out above.

Does the Respondent require an interpreter at the conference?



Note: an interpreter cannot give you advice.

☐ Yes – specify language

☒ No

Does the Respondent need any special assistance at the conference (eg a hearing loop)?

If you answer yes, we will contact you before a hearing or conference to see if there is anything we can reasonably do to assist you.

☐ Yes – please tell us what you need

☒ No

Does the Respondent have a representative?

A representative is a person that is representing the Respondent. This might be a lawyer or paid agent, an employer organisation or a union, or a parent or guardian if a Respondent is under 18 years of age.

A Respondent does not need to have a representative. Many people represent themselves at the Commission.

☐ Yes – provide representative's details below

☒ No – go to question 1

Respondent's representative

These are the details of the person representing the Respondent (if any).

Name of person			
Firm, organisation or company			
Representative's ABN			
Postal address			
Suburb			
State or territory		**Postcode**	
Phone number			
Email address			

Is the Respondent's representative a lawyer or paid agent?

A lawyer is a person who is admitted to the legal profession by a Supreme Court of a State or Territory. A paid agent is an agent who charges or receives a fee to represent the Respondent in this case.

☐ Yes – please select:	☐ Lawyer ☐ Paid agent
☐ No	

Is the Respondent applying for permission for a lawyer or paid agent to represent the Respondent at the conference?

People generally represent themselves at the Commission.

If a Respondent wants to be represented by a lawyer or a paid agent at the conference, the Respondent must get the permission of the Commission first, unless the lawyer or paid agent is an employee or officer of the Respondent, or of an employer organisation or a union that is representing the Respondent.

☐ Yes

☐ No

If the Respondent is applying for permission for a lawyer or paid agent to represent the Respondent at the conference, explain why the Commission should give permission

The Commission may give permission for a Respondent to be represented by a lawyer or paid agent in a case **only** if:

- it would enable the case to be dealt with more efficiently, taking into account the complexity of the case
- it would be unfair not to allow the Respondent to be represented because the Respondent is unable to represent themself or itself effectively, or
- it would be unfair not to allow the Respondent to be represented taking into account fairness between the Respondent and other persons in the case.

The Commission may decide whether to grant permission to be represented by a lawyer or paid agent without conducting a hearing, on the basis of the information you give us in in this form. The Commission may decide not to grant permission, in which case the Respondent will need to represent themself or itself at the conference.

1. General protections dismissal

1.1 Does the Respondent agree with

- **the dates given by the Applicant in the form F8, and**
- **the information the Applicant has given in the form F8 about whether they have started any other case about their dismissal?**

☒ Yes – go to question 2

☐ No – go to question 1.2

1.2 If you answered no to question 1.1 – set out what information the Respondent does not agree with and the reasons why

Use numbered paragraphs.

2. Extension of time (optional)

The Respondent can choose to answer question 2.1 if the Respondent thinks the Applicant's form F8 application was lodged more than 21 days after the date the dismissal took effect.

If you're unsure, see our website information on **when a dismissal takes effect**

If the Applicant's form F8 was lodged outside the 21-day time limit, the application can only go ahead to a conference if the Commission is satisfied there are exceptional circumstances for lodging it late and gives the Applicant an extension of time.

The Commission must take the following matters into account in deciding whether there are exceptional circumstances:

- the reason for the delay
- any action taken by the person to dispute the dismissal
- prejudice to the former employer (including prejudice caused by the delay)
- the merits of the application, and
- fairness as between the person and other persons in a like position.

You may address each of these matters in answering question 2.1, including by setting out the relevant facts as completely as possible. You may attach any documents which you consider relevant.

The Commission may determine the Applicant's request for an extension of time without conducting a hearing, on the basis of the information in the form F8 and the information that the Respondents in the case give us in their response(s). If an extension of time is not granted, the application cannot go ahead.

2.1 Should the Respondent choose to, set out in numbered paragraphs any matters the Commission should take into account when considering whether to give the Applicant an extension of time.

3. Alleged contravention

3.1 What is the Respondent's response to the alleged contravention(s) set out in the application?

In the form F8, the Applicant sets out the sections of the Fair Work Act 2009 that were allegedly contravened by the Respondent(s) and explains how they were contravened.

Using numbered paragraphs, set out the Respondent's response to the information that the Applicant has provided. If a Respondent thinks there was no contravention of the general protections provisions in Part 3-1 of the Fair Work Act 2009, or that it was not 'involved in' any contravention for the purposes of section 550 of the Fair Work Act 2009, this can be explained here.

See our website for more information about what 'involved in' means.

You can attach extra pages if there is not enough space.

4. Desired outcome

4.1 What is the Respondent's response to the outcome the Applicant is seeking?

In the form F8, the Applicant set out the outcome they are seeking. Using numbered paragraphs, set out the Respondent's response.

1. The Respondent has outlined a jurisdictional objection to the application below.
2. The Respondent denies that the Applicant is entitled to the relief sought.

5. Jurisdictional objection to the Commission conducting a conference

A Respondent may object to the Commission conducting a conference to attempt to resolve the matter if the Respondent believes that the Applicant is not eligible to make the application because the person was not dismissed or was not an employee, or because the Respondent named as the former employer is not a national system employer. A Respondent can also object if the person has made another application dealing with the dismissal (such as an unfair dismissal application).

If a Respondent makes a jurisdictional objection, the Commission must consider and determine it **before** conducting a conference. You **must** fill out this section of the form if you wish the Commission to consider and determine any jurisdictional objection before organising a conference and issuing a certificate if the matter is not resolved.

If you do not fill out this section of the form:

- the Commission will proceed to organise a conference and will issue a certificate if the matter is not resolved;
- the Respondent is not prevented from raising the objection later if the case goes to a court.

5.1 Does the Respondent object to the Commission conducting a conference on jurisdictional grounds?

☒ Yes – go to question 5.2

☐ No – skip question 5.2

5.2 If you answered yes to question 5.1, what is the objection?

Using numbered paragraphs, set out the reasons why you say the Applicant is not eligible to make the application and the facts that support those reasons. You need to do so as completely as possible because the Commission may determine the jurisdictional objection on the basis of the information in the form F8 and the information that the Respondents in the case give us in their response(s). You may attach any documents relevant to the jurisdictional objection.

1. The Applicant is not eligible to make the application because he was not dismissed in accordance with s 386 of the Act.

Background

2. The Applicant was employed by the Respondent as a Water Industry Worker.
3. The Applicant's employment is governed by the Urban Utilities Operational and Field Employees' Enterprise Agreement ('**Enterprise Agreement**').
4. The Applicant was a shift worker engaged on a rotating 24/7 roster.
5. Urban Utilities uses a secure Human Resources Information System ('**HRIS**') which confidentially holds employee personal and emergency contact information. Employees are encouraged to update their personal and emergency contact information by securely logging into the HRIS. Alternatively, employees can notify changes to personal and emergency contact information to their leader or the People Services team. If an employee notifies their leader or People Services of a change to personal and emergency contact information, People Services will undertake appropriate verification checks to ensure changes are legitimately requested before they are made.

Renunciation of the Employment Contract

6. Clause 3.11 of the Enterprise Agreement (**Attachment 1**) provides that if an employee:
   a. is "*absent from work for a continuous period exceeding three (3) working days without the consent of Urban Utilities and without reasonable notification to Urban Utilities, and Urban Utilities has made all reasonable attempts to contact [the employee] (including all nominated contacts) this is evidence that [the employee] has abandoned [their] employment*" (3.11.1), and
   b. has "*not established to the satisfaction of Urban Utilities that [they] were absent for reasonable cause, [they] are deemed to have abandoned [their] employment*" (3.11.2).
7. The expression 'abandoned their employment' is used in this provision to describe circumstances where an employee has ceased to attend the workplace without proper excuse or explanation.
8. This employee conduct is taken to evidence the employee's unwillingness or inability to substantially perform the obligations of their employment contract.[1]
9. The test is whether the employee's conduct satisfies a reasonable person that the employee has renunciation of the employment contract or the employee's fundamental obligations under it.[2]
10. The Applicant had a period of approved annual leave from 27 October to 31 October 2025.
11. Following this period of annual leave, the Applicant did not attend work. The Applicant did not notify the Respondent of this absence. However, the Respondent paid the applicant wages for the period 1 – 13 November (inclusive) as a good faith gesture, taking into account the Applicant's unblemished employment history.

[1] Abandonment of Employment [2018] FWCFB 139 [21].
[2] Laurinda Pty Ltd v Capalaba Park Shopping Centre Pty Ltd (1989) 166 CLR 623 [659].

12. On Thursday 13 November, the Applicant notified the Respondent of his absence for "the weekend shift" and "this/next week" due to domestic and family violence matters (**Attachment 2**).
13. The Respondent initially granted paid domestic and family violence leave for the Applicant's immediate roster (15 November to 18 November).
14. Ahead of the Applicant's next rostered shift pattern on 21 November, the Respondent attempted contact with the Applicant to offer further leave or support and otherwise enquire as to the Applicant's intention to return to the workplace (see Attachment 1). The Applicant did not return the contact.
15. The Respondent granted further paid domestic and family violence leave until 1 December, corresponding to the Applicant's 13 November email which notified an uncertain period of absence, but did advise a possible period of "this/next week".
16. The Respondent attempted contact with the Applicant again on 27 November. The Applicant did not return the contact.
17. After failing to connect with the Applicant, the Respondent attempted contact with the Applicant's two Emergency Contacts and contacted the Queensland Police Service to request a welfare check.
18. The Respondent left voicemail messages for the Applicant's two Emergency Contacts which have not been returned.
19. The Respondent continued to attempt contact with the Applicant:
    a. 2 December 2025, by email,
    b. 12 December 2025, by email (**Attachment 3**),
    c. 14 January 2026, by phone call and voicemail message, and
    d. 14 January 2026, by email (**Attachment 4**).
20. The Applicant did not respond to any attempts to contact him between 21 November 2025 and 14 January 2026.
21. On 15 January, a representative of the Respondent received a text message from the personal mobile number recorded in the Respondent's HRIS for the Applicant. Through the text message, the Applicant notified the Respondent that communication needed to be redirected to rikidahm@proton.me (**Attachment 5**).
22. Advice was sought internally regarding the validity of the notified change in contact information for the Applicant.
23. On 16 January, the Respondent emailed the Applicant at the updated email address (**Attachment 6**).
24. The Applicant did not respond to the contact.
25. By 23 January 2026 the Applicant:
    a. Had not attended the workplace since October 2025, and
    b. Had been absent from the workplace without consent for 28 days (since 2 December 2025).
26. Between 13 November 2025 and 23 January 2026, the Applicant contacted the Respondent using communication channels he had authorised the Respondent to contact him on twice on:
    a. 13 November 2025, and
    b. 15 January 2026.
27. The Respondent promptly returned the contact from the Applicant on these occasions.
28. After the Applicant validly notified the Respondent that communication needed to be redirected to rikidahm@proton.me, the Respondent reviewed correspondence it had received from that email address.
29. No temporal correspondence sent from the Applicant using rikidahm@proton.me to the Respondent notifies the Applicant of absence, addresses the Applicant's intention to return to work or otherwise offers a proper excuse or explanation for the Applicant's absence.

30. In these circumstances, the Respondent submits that the Applicant's prolonged and unexplained absence signals a refusal of the Applicant to perform fundamental contractual obligations.
31. The Respondent further submits that the extent to which attempts to contact the Applicant have been ignored and temporal contact from the Applicant has failed to address the questions raised by the Respondent regarding the Applicant's intentions to return to work or notify of further absence demonstrates an unwillingness or inability of the Applicant to perform the contract as a whole.
32. The Respondent asserts that the conduct of the Applicant has had the effect of ending the employment relationship with the Respondent.

The Applicant was Not Dismissed

33. A person has been dismissed if their employment has been terminated on the employer's initiative.[3]
34. The analysis of whether termination has occurred at the initiative of the employer for the purpose of section 386(1) of the Act is conducted with reference to termination of the employment relationship, not by reference to the termination of the employment contract.[4]
35. It is not disputed that the Respondent took actions to terminate the employment contract between the Applicant and the Respondent.
36. For the reasons set out above, the Respondent asserts that the Applicant's renunciation of his employment obligations had the effect of terminating the employment relationship.
37. Accordingly, the Respondent submits that the Applicant's employment was not terminated at the initiative of the Respondent and that the Applicant was not dismissed.

[3] s 386(1) *Fair Work Act 2009* (Cth).
[4] Khayam v Navitas English Pty Ltd t/a Navitas English [2017] FWCFB 5162, [75].

Disclosure of information

The Commission may provide a copy of this response and any attachments to the other people in this case. This includes:

- the Applicant
- any other Respondents in the case, and
- any representatives involved in the case.

Consent to contact by researchers

The Commission undertakes research with participants in general protections dismissal cases to ensure a high quality process. Some research may be undertaken by external providers on behalf of the Commission.

Do you consent to us giving the contact details on page 1 of this form to an external provider of research services for the sole purpose of inviting the Respondent to participate in research?

☐ Yes

☒ No

Authority to sign and signature

For 'Authority to sign':

- If you are the Respondent–insert 'Respondent'
- If you are an officer or employee of the Respondent–insert your position title
- If you are the Respondent's representative and have provided your details in this form–insert 'representative'.

Authority to sign	HR Services

Insert your signature, name and the date. If you are completing this form electronically and do not have an electronic signature, type your name in the signature field.

Signature	Urban Utilities
Name	Urban Utilites
Date	6 March 2026

PLEASE KEEP A COPY OF THIS FORM FOR YOUR OWN RECORDS

Lodging and serving your completed form

1. **Lodge this response form** with the Commission within **7 days** after the day on which the Respondent was served with the form F8 application. You must include in this form any jurisdictional objections the Respondent wishes to raise.

   You can lodge by email, post or in person at the Commission office in your state or territory.

2. **Serve** a copy of all documents you lodged with the Commission on the Applicant and any other respondents in the case. You must do this **within 7 days** after the day on which the Respondent was served with the form F8 application. An easy way to do this is to copy the Applicant and other respondents into the email you send to the Commission.

   You can serve documents several ways, including by email, express post or registered post. Make sure you send the documents to the email or postal address specified in the form F8 application.

Where to get help

Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- Commission processes
- how to make a response to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
- other organisations that may be able to assist you.

The Commission's website www.fwc.gov.au also contains a range of information that may assist.

IN THE FAIR WORK COMMISSION

FWC Matter No: C2026/1693

Applicant: Riki Dahm

Respondent: Central SEQ Distributor - Retailer Authority T/A Urban Utilities

RESPONDENT'S OUTLINE OF SUBMISSIONS ON JURISDICTION

A. INTRODUCTION

1. On 12 February 2026, the Applicant filed in the Fair Work Commission (**Commission**) a Form F8 general protections application involving dismissal (**Application**), purportedly pursuant to section 365 of the *Fair Work Act 2009* (Cth) (**FW Act**).

2. In its Form F8A response dated 6 March 2026, the Respondent indicated that it objects to the Commission conducting a conference on jurisdictional grounds, on the basis that the Applicant was not dismissed at the Respondent's initiative within the meaning of 386(1) of the FW Act (for the purposes of section 365(a) of the FW Act).

3. In light of the Full Court's decision in *Coles Supply Chain Pty Ltd v Milford*[1], the Commission is obliged to determine the Respondent's objection before proceeding to "*deal with the dispute*" under section 368 of the FW Act (including by issuing a certificate under section 368(3)).[2]

4. For the following reasons, the Respondent contends that the Commission has no jurisdiction to deal with the dispute and as such, the Application must be dismissed.

B. THE APPLICANT WAS NOT DISMISSED

5. Section 365 of the FW Act provides that in order to make a general protections application involving dismissal, a person must have "been dismissed".

6. For the purposes of the FW Act (see section 12), "dismissed" is defined in section 386(1) as the termination of the person's employment at the employer's initiative.

[1] [2020] FCAFC 152; (2020) 279 FCR 591 (special leave refused on 4 March 2021: [2021] HCASL 37).

[2] Ibid at [67].

7. The reference to employment being terminated is a reference to the termination of the employment relationship, not the contract of employment.[3]

8. A repudiation of a contract of employment is a wrongful dismissal which brings the employment relationship to an end, irrespective of whether the contract of employment is itself terminated (via acceptance of the repudiation) and irrespective of whether the "employment" continues in some varied form thereafter.[4]

9. For the reasons set out below, the Applicant was not dismissed within the meaning of section 386(1) of the FW Act, as his employment was not terminated at the Respondent's initiative. The Applicant abandoned his employment, which was a repudiation of his contract of employment and brought the employment relationship to an end at his initiative.

Abandonment of employment

10. In the 4 yearly review into modern awards, the Abandonment of Employment Full Bench held that abandonment of employment describes a situation where an employee ceases to attend his or her place of employment without proper excuse or explanation and thereby evinces an unwillingness or inability to substantially perform his or her obligations under the employment contract. This may be termed a renunciation of the employment contract.[5]

11. The Full Bench in *John David Bourke & Jamie Clifford and Ors v OS MCAP Pty Ltd*[6] held that the analysis of whether a person has abandoned their employment requires an objective assessment:[7]

> [48] Application of the test for abandonment of employment requires an objective assessment, of "whether the employee's conduct is such to convey to a reasonable person in the position of the employer and based on the facts as reasonably known to the employer at the time, that the employee had repudiated their duty to meet their obligations under the contract of employment."

12. Critically, the test is assessed from the perspective of the employer and what the employer reasonably knew at the time, not from the employee's subjective situation.[8]

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[3] See generally *Broadlex Services Pty Ltd v United Workers' Union* [2020] FCA 867; (2020) 296 IR 425; *Khayam v Navitas English Pty Ltd* [2017] FWCFB 5162; (2017) 273 IR 44 at [50]

[4] *Broadlex Services Pty Ltd v United Workers' Union* [2020] FCA 867; (2020) 296 IR 425 at [70] and [91].

[5] *Abandonment of Employment* [2018] FWCFB 139

[6] [2022] FWCFB 178.

[7] Ibid at [48].

[8] *Debora Taveres Alves v The Trustee for T.C Future Investment Unit Trust* [2025] FWC 2045 at [89].

13. In a recent decision, the Commission held that the test for whether there has been an abandonment of employment has four components:[9]

    (a) Whether there was an unexplained or unauthorised absence from the workplace;

    (b) Whether a reasonable period of time had elapsed during which the employee was absent without explanation or authorisation;

    (c) Whether there was any communication from the employee during the absence or the communication from the employee clearly displays an intention of not returning for work; and

    (d) Whether the employer made enquiries during the period of absence.

14. The Respondent contends that each of these four components have been made out.

Factual background

15. The Applicant last attended work in October 2025.[10] This was prior to him taking a period of authorised annual leave between 27 October to 31 October 2025.[11]

16. After his period of annual leave, the Applicant did not return to work on 1 November 2025. The Applicant made no attempt to inform the Respondent of his absence until two weeks later, when he emailed his line manager on 13 November 2025 to ask if he could access domestic and family violence leave.[12]

17. At its discretion and in good faith, the Respondent continued to pay the Applicant's wages from 1 November 2025 to 13 November 2025 inclusive, despite his unauthorised and unexplained absence during that period.

18. The Respondent granted the Applicant's request for paid family and domestic violence leave from Saturday 15 November 2025 to Tuesday 18 November 2025 inclusive.

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[9] *Debora Taveres Alves v The Trustee for T.C Future Investment Unit Trust* [2025] FWC 2045 at [89] – The first three components are from *Hyde-Newell v. Children's Rights Australia Limited* [2024] FAC 40, and the fourth component is from *Thompson v. Zadlea Pty Ltd trading as Altas Steel* [2019] FWC 1687. The Commission accepts and adopts the four component test at [89],

[10] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [13].

[11] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [12], **HLF-2.** .

[12] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph[16], **HLF-3** .

19. Following this period of paid domestic and family violence leave, the Respondent attempted to contact the Applicant and/or his emergency contacts on a number of occasions without any response from the Applicant:

(a) On 21 November 2025, the Applicant's line leader (Mr Lehland Crawford, Field Services Team Leader, Operations and Maintenance) sent an email to both the Applicant's personal email address listed on his personnel file as well as his Urban Utilities email account (which he had access to on his Urban Utilities laptop).[13] That email offered the Applicant further family and domestic violence leave or other support, and enquired as to his intention to return to work in the field the following week. The Applicant did not respond to the email;[14]

(b) On or around 25 November 2025, the Applicant's Field Supervisor (Mr Jack Gardiner) attempted to contact the Applicant by phone and left a voicemail for him to check on his welfare. The Applicant did not respond to the missed call or voice message;[15]

(c) On 27 November 2025, Mr Scott Ireland (Manager Civil Delivery, Operations and Maintenance) attempted to call the Applicant on his mobile phone number listed on his personnel file and left a voice message for him. The Applicant did not respond to the missed call or voice message;[16]

(d) On 28 November 2025, Ms Hannah Limberger-Forte (Human Resources Lead, People and External Relations) attempted to call the Applicant's two emergency contacts as listed on his personnel file and left voice messages for them. [17] Neither of the emergency contacts responded to the missed calls or voice messages;[18]

(e) As the Respondent had been unable to establish contact with the Applicant either directly or through his emergency contacts, the Respondent contacted the Queensland Police Service and requested a welfare check be undertaken.[19]

(f) While the Respondent understands that QPS attended the Applicant's home on 2 December 2025 due to the concerns that had been raised about domestic and family violence, it did not receive any update from QPS as to the Applicant's welfare. The Respondent also did not receive any communication from the Applicant in relation to his employment following that contact.

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[13] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [21], **HLF-3**.

[14] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [24], **HLF-3**.

[15] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [26].

[16] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [29].

[17] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [30].

[18] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [31].

[19] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [32].

(g) On 9 December 2025, the Applicant sent an email to a range of recipients, including Federal Members of Parliament and members of the Respondent's Executive Leadership Team and Board. The email was not addressed to any particular individual, and was titled "*Employer Reprisal: Urban Utilities / Queensland Treasury — Erga Omnes & Jus Cogens Breaches ⁄ UNCAC • UNTOC • ICCPR • CAT • CRC • CEDAW • CRPD • Genocide Convention • Rome Statute arts 7 / 27 / 70 / 86 • Vienna Convention arts 26–27 + Art 77 Depositar*". The content of the email made assertions about a public interest disclosure which is not related to the Applicant's employment with the Respondent. The only reference in the email which expressly relates to the Applicant's employment is an assertion that "*all employment entitlements must be paid immediately*". There is nothing in the email that indicates an intention to return to work, or that requests leave.

(h) On 12 December 2025, Mr Ireland sent an email to both the Applicant's personal email address listed on his personnel file as well as his Urban Utilities email account (which he had access to on his Urban Utilities laptop). The Applicant did not respond to the email.[20]

20. Both Mr Crawford and Mr Ireland were concerned for the Applicant's welfare particularly as he had previously indicated his need to take family and domestic violence leave. To ensure that the Applicant was not without pay, the Respondent had exercised its discretion to grant a further period of paid family and domestic violence leave from 21 November 2025 until 1 December 2025 inclusive.

21. However, as the Respondent had already provided significant discretionary leave, by 2 December 2025, the Respondent needed to understand the Applicant's intentions in respect of his employment. It was for this reason that Mr Ireland's email was sent to the Applicant on 12 December 2025.

22. On 14 January 2026, after not hearing from the Applicant for almost 8 weeks, the Respondent sent the following email to the Applicant (**emphasis added**):[21]

> …
>
> We have not heard back from you, and because of that, your absence from Urban Utilities has been unauthorised since 2 December 2025.

[20] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [40], **HLF-5.**

[21] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [46], **HLF-6.**

> We are concerned for you, Riki. Please get back in touch with Lehland or I by 22 January 2026 and **let us know whether you are intending to return to work or whether you want to make a request for leave.**
>
> If we don't hear from you by return email or phone call by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your **employment ends because you have been deemed to have abandoned your employment,** then you will be paid your statutory entitlements and notice period in lieu.

23. The Applicant did not respond to Mr Ireland's email of 14 January 2026.[22]

24. Mr Ireland received a text message on 15 January 2026 from the Applicant's mobile phone number recorded on his personnel file. The text message attached 7 photos of materials that were not related to his employment with the Respondent.[23] The substance of text message was brief:[24]

> *Scott Ireland, AU620871X/*
>
> *2025-8000051*
>
> *Executives and board are aware.*
>
> *Stop reprising.*
>
> *Only communication channel is: Rikidahm@proton.me*
>
> *Cc co-disclosers*
>
> *Hollydahm@proton.me*
>
> *Rhondaannknyvett@proton.me*

25. Importantly, although there was an apparent temporal connection between Mr Ireland's email of 14 January 2026 and the receipt of the text message on 15 January 2026, the content of the text message did not engage in any way with the substance and content of Mr Ireland's email. The text message did not indicate whether the Applicant intended to request leave or return to work. Additionally, the text message included numbers and photographs that did not appear to be relevant to the employment relationship. The substance of the text message was considered unusual by the Respondent. The Respondent gave careful consideration to whether the text message was in fact from the Applicant and further, whether it was related to his employment with the Respondent.[25]

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[22] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [46].

[23] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [48].

[24] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [49], **HLF-7**.

[25] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [49], **HLF-7**.

26. After careful consideration, the Respondent considered it was appropriate to send a copy of the email Mr Ireland had sent on 14 January 2026 to the new email address that the Applicant had requested in the text message on 15 January 2026. Mr Ireland sent a copy of the 14 January 2026 email to the Applicant's new email address on 16 January 2026.[26] The Applicant did not reply to this email.

27. At 23 January 2026, the Respondent had not received any communication from the Applicant since 13 November 2025 that, on any reasonable view, could be said to be even indirectly related to an intention to return to work or to request leave. The limited communications from the Applicant on 9 December 2025 and 15 January 2026 did not inform the Respondent whether he had any intention to return to work, or otherwise offer any excuse or explanation for his extended and unauthorised absence.[27]

28. As such, on 23 January 2026, the Respondent wrote to the Applicant stating that as he had been on unauthorised leave since 2 December 2025, it was of the view that the Applicant had abandoned his employment, bringing his employment to an end.[28]

The Statutory Test for Abandonment of Employment

29. As stated above at paragraph 13, the Commission has held that the test for whether there has been an abandonment of employment has four components.[29]

30. The Respondent contends that each of these four components have been made out.

Component One: Unexplained and unauthorised absence from the workplace

31. The Applicant has not attended work since October 2025.[30] The Respondent contacted the Applicant on numerous occasions with no response.[31]

32. As noted above, the Respondent granted the Applicant's request for paid family and domestic violence leave from 15 November 2025 to 18 November 2025 inclusive. At its discretion (as the Applicant had not made any further request for leave), between 1 November 2025 through to 2 December 2025, the Respondent afforded the Applicant with paid leave, whether that be discretionary leave or domestic and family violence leave.[32]

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[26] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [53], **HLF-8**.

[27] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [57].

[28] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [58], **HLF-9**.

[29] *Debora Taveres Alves v The Trustee for T.C Future Investment Unit Trust* [2025] FWC 2045 at [89] – The first three components are from *Hyde-Newell v. Children's Rights Australia Limited* [2024] FAC 40, and the fourth component is from *Thompson v. Zadlea Pty Ltd trading as Altas Steel* [2019] FWC 1687. The Commission accepts and adopts the four component test at [89].

[30] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [56].

[31] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraphs [20] – [47].

[32] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [14], [19], [25].

33. However, from 2 December 2025, the Applicant's absence was unauthorised.[33]

34. Between 2 December 2025 to 23 January 2026, for almost 8 weeks, the Applicant failed to inform the Respondent whether he had any intention to return to work, or otherwise offered an excuse or explanation for his absence.[34]

35. The Applicant's absence is entirely unexplained, save for the period between 15 November 2025 to 18 November 2025 when he requested family and domestic violence leave. The Respondent is still unaware of why the Applicant did not attend work for more than 8 weeks (from 21 November 2025), including the unauthorised period from 2 December 2025 (being a period of more than 7 weeks).

36. As such, the first component is made out.

Component Two: A reasonable period of time had elapsed without explanation or authorization

37. As stated above at paragraph 31, the Applicant last attended work in October 2025.

38. While the Respondent provided leave to the Applicant between 1 November 2025 to 2 December 2025, after this period, the Applicant's absence was unauthorised and unexplained.

39. Between the period of 2 December 2025 and 23 January 2026, the Applicant did not attend work for almost 8 weeks. Objectively, this is plainly a reasonable period of time.

40. The Respondent has not acted capriciously or unfairly towards the Applicant, or made an impulsive, hasty or rash decision in respect of the Applicant's unexplained and unauthorised absence. Rather, the Respondent consistently and repeatedly gave the Applicant the benefit of the doubt and provided him with many opportunities to meaningfully engage about his intentions in respect of his employment. The Applicant did not take up those opportunities.

41. As such, the Respondent submits that on any reasonable view, it had waited a reasonable period of time before accepting the Applicant's repudiatory breach of his employment contract.

42. For this reason, the second component is made out.

[33] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [14], [19], [25].

[34] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [58].

Component Three: The communication from the Applicant displayed an intention of not returning for work

43. While the Respondent acknowledges that there was some scant communication received from the Applicant, on any reasonable view, those communications did not appear to be related to the Applicant's employment relationship with the Respondent or more specifically, his absence or any intention to return to work.

44. On 15 January 2026, the Respondent did receive a text message and 7 photos from the Applicant. When viewed objectively, that text message did not respond to whether the Applicant had an intention to return to work. It did not contain a request for leave. It also referred to information that was not related to the Applicant's employment with Urban Utilities.[35]

45. The Applicant has attached to his Application an email dated 20 January 2026, which he addressed to the Respondent's Chief Executive Officer and to which he copied other senior representatives of the Respondent and other public officials and third parties.

46. Due to the significant volume of emails that the Applicant and his partner, Ms Holly Dahm, had been sending to Urban Utilities and to in order to manage the volume of emails and ensure, so far as is reasonably practicable, the health and safety of Urban Utilities workers and other persons including Board members, Urban Utilities implemented a quarantine platform.

47. Importantly, the quarantine that was introduced was unrelated to the Applicant's employment and was about other unrelated matters with the Applicant's family members and an ex-partner.[36]

48. The way that the quarantine operated meant that when an inbound email matched the conditions of the rule set by the Respondent, the email was removed from the normal delivery path and placed into a separate, restricted holding area known as the legal quarantine folder.[37]

49. As a result, the Applicant's email of 20 January 2026 was not delivered to the recipient's inbox, was not visible to the recipient, and did not generate a notification to the recipient. Access to the folder was restricted to a small number of authorised personnel within the Respondent's Cyber Security Operations and Legal teams, and release of a quarantined email requires a manual administrative action.[38]

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[35] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [48], **HLF-7**.

[36] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [61].

[37] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [63].

[38] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [63].

50. There is no proper basis to suggest that the Applicant's email was in response to the emails sent to the Applicant on 14 and 15 January 2026. The content of the email on 20 January 2026 had the following subject line:

> 'Issued during concurrent parliamentary sittings (Cth and Qld). Stephen Rashford Queensland Ambulance Service Displayed Read. Re: Read: Wil Ivison CHRORe: Read: QAO Rachel Vagg Auditor General. Not Read - Deleted. 20.01.2026 Parliament Sitting ~Committee Business | Rhonda Ann Knyvett | CBA WS Deloitte AU620871X OCO PID2025-800051 | DV / Coercive Control / Financial Abuse | DFVPA...'

51. As can be seen from the recipient line, the 20 January 2026 email was sent to over 85 recipients, including Members of Parliament. It also attached 54 pages of materials that on any objective view, were not relevant or related to the Applicant's employment with the Respondent.

52. Only two emails out of the in excess of 1,000 separate communications from the Applicant and his partner[39] were even tangentially related to his employment. However, regarding those two communications, the Respondent contends that neither of them contained any response to whether the Applicant had any intention of returning to work, whether he wanted to access leave or otherwise why he was not attending work.

53. In the Respondent's view, while the Respondent was in receipt of a significant volume of communications from the Applicant and his partner, those communications were effectively silent in respect of his employment and any intention to return to work.

54. As such, the Respondent contends that component three is made out.

Component Four: The Respondent made numerous enquiries and attempts to contact the Applicant

55. The Respondent made numerous enquiries and attempts to contact the Applicant since October 2025.

56. As explained above, the Respondent provided the Applicant with paid leave between 1 November 2025 to 2 December 2025 inclusive, despite the Applicant only requesting leave for the period 15 November 2025 to 18 November 2025.

57. As explained above at paragraph 19, the Respondent then continued to attempt to contact the Applicant on multiple occasions between 2 December 2025 and 23 January 2026.[40]

58. The Applicant also contacted the Applicant's emergency contacts listed on his personnel file as well as the Queensland Police Service for a welfare check.

59. The Respondent did not receive a response from any of these contacts.[41]

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[39] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [64].

[40] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [58].

[41] Witness Statement of Hannah Limberger-Forte dated 13 May 2026 at paragraph [28]-[34].

60. The Respondent contends that its attempts to contact the Applicant were reasonable in all of the circumstances. As such, the Respondent contends that component four is made out.

Acceptance of the Applicant's repudiatory breach

61. As demonstrated above, the Respondent contends the evidence demonstrates that:

    (a) There is no doubt that the Applicant's absences from 2 December 2025 to 23 January 2026 were unexplained and unauthorised;

    (b) No evidence or explanation was provided by the Applicant for his absences for the period from 2 December 2025 to 23 January 2026 inclusive;

    (c) During the more than 7 weeks between 2 December 2025 and 23 January 2026, at no stage did the Applicant evidence an intention of returning to work or make any request for leave; and

    (d) The Respondent made numerous, reasonable enquiries on numerous occasions between 2 December 2025 and 23 January 2026 in an attempt to contact the Applicant. The Applicant did not respond to any of the Respondent's attempts to contact him.

62. On an objective analysis of facts, the Applicant's conduct was such to convey to a reasonable person in the situation of the Respondent, a renunciation of the employment relationship.

63. As the above components are made out, the Respondent submits that when properly construed, the Respondent's action in writing to the Applicant on 23 January 2026 was merely an acceptance of the Applicant's repudiatory breach.

C. CONCLUSION

64. For the reasons set out above, the Respondent submits that the Applicant was not dismissed within the meaning of section 386(1) of the FW Act (for the purposes of section 365(a) of the FW Act), as the Applicant's employment was not terminated at the Respondent's initiative.

65. The Respondent submits that the Commission cannot proceed to deal with the dispute as it has no jurisdiction to do so.

66. The Commission should dismiss the application on the basis of a want of jurisdiction.

Ashurst Australia

Legal representative for the Respondent

13 May 2026

IN THE FAIR WORK COMMISSION

FWC Matter No.: C2026/1693

Applicant: Riki Dahm

and

Respondent: Central SEQ Distributor - Retailer Authority T/A Urban Utilities

WITNESS STATEMENT OF HANNAH LIMBERGER - FORTE

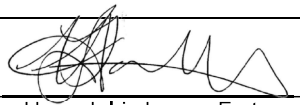
I, Hannah Limberger-Forte c/- Central SEQ Distributor- Retailer Authority t/a Urban Utilities, in the State of Queensland, state as follows:

1. I am employed by Central SEQ Distributor – Retailer Authority t/a Urban Utilities (**Urban Utilities**) as a Human Resources Lead, People and External Relations. I am authorised to make this statement on behalf of the Respondent.

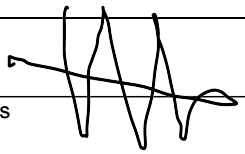
2. I make this, my statement, from my own knowledge and from my review of relevant documents, save where otherwise stated or where context indicates to the contrary. Where I make statements based on information provided to me, I believe such information to be true and correct in every particular.

3. Where in this statement I express an opinion, it is an opinion I hold based on my experience working in the water industry generally, and more particularly, my experience as a Human Resources Lead for Urban Utilities. I will set out that experience in the next section of this statement.

4. I have used the documents that I have referred to in this statement to revive my memory of the matters to which they relate.



Signed: Hannah Limberger-Forte



Witness

Lodged on behalf of the Respondent: Central SEQ Distributor - Retailer Authority T/A Urban Utilities

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000

Tel: 07 3259 7000 Fax: 07 3259 7111

EXPERIENCE

5. I am currently employed as Human Resources Lead, People and External Relations. I report to Samantha Dunham, Manager, People Services.

6. I have been at Urban Utilities for approximately 8 months.

7. Prior to this I was an Industrial Officer at Together Union for approximately 3 years.

8. My Human Resources Lead role leads a team of employee relations specialists who investigate, prepare and manage complex human resource matters. In my role, I lead escalated matters, including representing Urban Utilities in commission/tribunal proceedings.

RIKI DAHM'S EMPLOYMENT

9. Riki Dahm commenced employment with Urban Utilities as a Water Industry Worker in January 2020 on a rotating 24/7 shift roster.

10. **Attached** to my statement and marked **"HLF-1"** is a copy of Mr Dahm's employment contract dated 10 January 2020.

11. I have reviewed Urban Utilities' records relating to Mr Dahm's employment. Except for the matters that I have direct knowledge of as a result of my involvement, the following sections of my statement are based on my review of the records kept by Urban Utilities.

First period of unauthorised leave

12. I understand, based on the records kept by Urban Utilities, that Mr Dahm took a period of approved annual leave from 27 October 2025 to 31 October 2025.

13. Following this period of annual leave, which ended on 31 October 2025, Mr Dahm did not return to work and failed to notify Urban Utilities of his absence. Mr Dahm was meant to return to work on 1 November 2025 for a shift.

14. In good faith, Urban Utilities continued to pay Mr Dahm's wages from 1 November 2025 – 13 November 2025 inclusive.

15. **Attached** to my statement and marked **"HLF-2"** is a copy of Mr Dahm's leave record.

Signed: Hannah Limberger-Forte Witness

Family and domestic violence leave

16. On Thursday 13 November 2025, Mr Dahm sent an email to his line manager, Lehland Crawford, Field Services Team Leader, Operations and Maintenance, to notify him that he was going to be absent for his next shift. The email was sent from Mr Dahm's Urban Utilities email address. The email was titled "Leave" and stated the following:

> *Hey mate,*
>
> *Apologies, I won't make the weekend shift. I would like this/next week to be taken as DV leave as the ongoing issues with my father-in-law has him constantly harassing my mother-in-law. I'll be in contact with any further changes.*
>
> *Regards Riki.*

17. Mr Crawford replied to Mr Dahm's email at approximately 11.59am that day stating:

> *Ok mate, if there is anything I can do to help at all please reach out!*

18. **Attached** to my statement and marked **"HLF-3"** is a copy of a chain of emails between Mr Dahm and Mr Crawford dated 13 November 2025 with the subject line saying 'Leave'. It also includes a further email from Mr Crawford to Mr Dahm on 21 November 2025.

19. Urban Utilities granted Mr Dahm paid domestic and family violence leave for the Mr Dahm's shifts from Saturday 15 November 2025 to Tuesday 18 November 2025 inclusive. To ensure confidentiality, we record this leave in our records as 'Miscellaneous Leave'.

Attempted to contact Mr Dahm – 21 November 2025

20. Mr Dahm's next rostered shift pattern was due to commence on Friday 21 November 2025.

21. At approximately 1.29 pm on Friday 21 November 2025, Mr Crawford sent Mr Dahm an email to the email address recorded on Mr Dahm's personnel file as well as his Urban Utilities work email address. As Mr Dahm had his work laptop with him, he should have been able to access his Urban Utilities email account.

22. In the email, Mr Crawford offered Mr Dahm further family and domestic violence leave or other support and enquired as to his intention to return to work in the field the following week.

23. **Attached** to my statement at **"HLF-3"** above is a copy of Mr Crawford's email to Mr Dahm on 21 November 2025.

24. To the best of my knowledge and based on my review of the records kept by Urban Utilities, Mr Dahm did not respond to Mr Crawford's email of 21 November 2025.

Further family and domestic violence leave

25. I understand, based on the records kept by Urban Utilities, that at Urban Utilities' discretion and so as to ensure that Mr Dahm was not without pay, Mr Dahm was granted a further period of paid family and domestic violence leave from 21 November 2025 until 1 December 2025 inclusive. As stated above at paragraph 19, to ensure confidentiality we record the leave in our systems as 'Miscellaneous Leave'.

26. On or around 25 November 2025, I understand that Jack Gardner, Field Services Team Leader, Operations and Maintenance, called Mr Dahm to enquire as to his welfare and whether he would be returning to work. I understand he left a voicemail with no response.

Attempts to contact Mr Dahm, emergency contacts and QPS – 27 November 2025

27. On or about 27 November 2025, Mr Ireland forwarded me Mr Crawford's emails that he had sent to Mr Dahm between 13 November 2025 and 21 November 2025.

28. Mr Ireland told me that there had been no response from Mr Dahm and that he and Mr Crawford were concerned for Mr Dahm's welfare, given he had previously indicated his need to take family and domestic violence leave.

29. I understand that Mr Ireland attempted to contact Mr Dahm by phone on his mobile phone number on his personnel file on 27 November 2025 and left a voice message asking him to return the call. I was informed by Mr Ireland that Mr Dahm did not return the call.

30. As Mr Dahm had not answered his phone, on 28 November 2025 at approximately 4.02pm and 4.06pm, I attempted to contact Mr Dahm's two emergency contacts listed on his personnel file; Holly Dahm and Rhonda Knyvetb. It is usual practice for Urban Utilities to attempt contact with an employee's nominated emergency contacts after making reasonable but unsuccessful efforts to contact Mr Dahm.

Signed: Hannah Limberger-Forte Witness

31. I left voicemail messages for Mr Dahm's two emergency contacts, which were not returned. To the best of my recollection, I said words to the following effect when I left my voice messages. I phoned from my Urban Utilities provided mobile phone with caller-ID enabled so that the attempted contact could be easily returned by Mr Dahm's emergency contacts:

> *This is a message for Holly. It's Hannah calling from Urban Utilities. Could you please give me a call back in relation to your husband, Riki, as a matter of priority before the end of the day today or first thing on Monday morning?*

32. As we had been unable to establish contact with Mr Dahm either directly or through his emergency contacts, on 1 December 2025, I contacted the Queensland Police Service (**QPS**) requesting that a welfare check be undertaken because I was concerned about Mr Dahm's welfare and in accordance with Urban Utilities' usual process for ensuring employee safety and wellbeing after extended periods without established contact.

33. I understand that the QPS assessed the matter and determined not to conduct a welfare check on that date. However, I understand that QPS did subsequently attend Mr Dahm's home on 2 December 2025 due to the concerns raised about domestic and family violence. The Case ID for the call to the Police Link is 12790033.

34. Urban Utilities did not receive any further correspondence from QPS as to Mr Dahm's welfare. As such, Urban Utilities remained unable to confirm whether Mr Dahm was safe and well.

Contact from Mr Dahm to various people on 9 December 2025

35. On 10 December 2025, Mr Ireland forwarded me correspondence that he was copied at approximately 11.48pm. It had copied in a range of recipients including Federal Members of Parliament and members of Urban Utilities ELT and the Board.

36. The email stated the following:

> *Urban Utilities has refused lawful pay, ignored PID AU620871X (Deloitte 2 Jun 2025 "The Disclosure"), furtherance PID-2025-800051 (Commonwealth Ombudsman), and all submitted evidence, and has failed to implement mandatory PID protections and risk assessments. These breaches affect all protected persons, including me as a protected person and Urban Utilities employee.*
>
> *Executives and the Board, including Paul Vincent (Chair) and Paul Arnold (CEO), received all correspondence and evidence, including my message of 9 Dec 2025, read at 7:14 pm (UTC+10:00).*

Signed: Hannah Limberger-Forte Witness

Our disclosure vested Commonwealth on 2 Jun 2025 via Deloitte (CBA Whistleblower Servoce). Mr Iain Anderson reaffirmed jurisdiction on 8 Aug 2025 under s.34 Commonwealth Ombudsman Act 1976 and PID s.26, personally by Mr Iain Anderson, Commonwealth Ombudsman.

Queensland Police Service attendance at my residence (and that of co-disclosers) on 1 Dec at Utilities' request constitutes active reprisal and intimidation.

All employment entitlements must be paid immediately, disclosure acknowledged, and protections implemented for all protected persons including Holly Dahm, Rhonda Knyvett, Berilyn Ryan, and minors Khalfan Al Mehairi, Savannah Dahm and myself.

Urban Utilities' continued inaction constitutes deliberate unlawful reprisal under jus cogens, erga omnes, and binding international law, including UNCAC, CRPD, Genocide Convention, Rome Statute 7/27/70/86, Vienna Convention 26–27/77, Hague instruments, FATF 1–40, and Egmont Group standards.

Riki Dahm

Protected Discloser

37. Attached to my statement and marked **"HLF-4"** is a copy of the email that Mr Dahm sent to Mr Ireland as well as many other recipients at 11.48pm on 9 December 2025.

38. While I considered that this email does mention Urban Utilities and said amongst other things that "entitlements to be paid immediately", I did not consider that this constituted a valid request for paid leave, as it did not indicate any type of leave that was requested, or the period of any leave.

Further attempt to contact Mr Dahm – 12 December 2025

39. As at 12 December 2025, Urban Utilities had not received any response from Mr Dahm to either Mr Crawford's email of 21 November 2025, or our attempts to contact him on 27 November 2025 and his emergency contacts on 28 November 2025.

40. I understand, based on the records kept by Urban Utilities, that at approximately 2.30pm on 12 December 2025, Mr Ireland sent an email to Mr Dahm using the email address recorded on Mr Dahm's personnel file. In the email, Mr Ireland enquired as to Mr Dahm's wellbeing, noted that Urban Utilities had not had any contact from him since 13 November 2025, offered support and requested for Mr Dahm to let Urban Utilities know if he wished to access further leave or if he intended to return to shift. Mr Ireland sent this email to Mr Dahm, as Mr Crawford was on rostered days off.

41. **Attached** to my statement and marked "**HLF-5"** is a copy of that email.

Signed: Hannah Limberger-Forte Witness

42. The email included the following paragraph:

> …
>
> *I know Lehland let you know that the paid DFV leave came to an end on 1 December. We can't authorise access to your annual or personal leave without your consent, so please let us know whether you need more time off work and if you do, what leave you want us to use.*
>
> *You have a little over 384 hours of annual leave available to you.*
>
> *You may be able to access your personal/carer's leave if you are providing care to a family or household member who requires support because of an illness or injury. For personal/carer's leave that exceeds 2 days, you will need to provide a medical certificate. You have a little under 237 hours of personal/carer's leave accrued.*
>
> *I am going on leave today for the end of year break, so can you please reply to Lehland (copied in) with the leave you want to access, the period you will need it for, and any other information (e.g., medical certificate if you need personal/carer's leave). We will have to keep you on leave without pay if you don't advise us what leave type you want to access.*
>
> *If you are returning to shift, please also let Lehland know. We will work with you to support you however we can, so please reply to this email or give Lehland a call.*
>
> *I hope you are safe and well, and that we hear back from you soon.*
>
> *Thanks,*

43. To the best of my knowledge and based on my review of the records kept by Urban Utilities, Mr Dahm did not respond to Mr Ireland's email of 12 December 2025.

Further attempt at contact on 14 January 2026

44. As at 14 January 2026, Urban Utilities had not received any response from Mr Dahm to any of its attempts to contact him, including Mr Ireland's email of 12 December 2025.

45. As Urban Utilities had not heard from him, Mr Ireland attempted to contact Mr Dahm by phone on 14 January 2026. I understand Mr Dahm did not answer and Mr Ireland left a voicemail message for him asking him to return the call.

Signed: Hannah Limberger-Forte Witness

46. I understand, based on the records kept by Urban Utilities, that at approximately 2.53pm on 14 January 2026, Mr Ireland sent an email to Mr Dahm to the email address recorded on Mr Dahm's personnel file as well as his Urban Utilities email address. The email stated as follows:

> *Hi Riki,*
>
> *I have attempted to phone you, and I have left a voicemail message. Can you please call Lehland or I as a matter of urgency, within the next 24 hours?*
>
> *Since 13 November 2025, we have made several attempts to contact you. Specifically, we have sent emails to the email address we have on your employee file (rikidahm84@gmail.com) and to your @urbanutilities email address on 21, 27 November and 12 December 2025. We have also attempted to reach you on the mobile phone number on your employee file during this time.*
>
> *We have not heard back from you, and because of that, your absence from Urban Utilities has been unauthorised since 2 December 2025.*
>
> *We are concerned for you, Riki. Please get back in touch with Lehland or I by 22 January 2026 and let us know whether you are intending to return to work or whether you want to make a request for leave.*
>
> *If we don't hear from you by return email or phone call by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your employment ends because you have been deemed to have abandoned your employment, then you will be paid your statutory entitlements and notice period in lieu.*
>
> *I hope we hear from you Riki.*
>
> *Thanks,*

47. **Attached** to my statement and marked "**HLF-6"** is a copy of that email.

Text message received from Mr Dahm's mobile

48. On 15 January 2026 at approximately 11.16am, Mr Ireland received a text message from Mr Dahm's personal mobile number as recorded on Mr Dahm's personnel file.

49. The text message attached 7 photos of materials and stated:

> *Scott Ireland, AU620871X/*
>
> *2025-8000051*
>
> *Executives and board are aware.*
>
> *Stop reprising.*

Signed: Hannah Limberger-Forte Witness

Only communication channel is: Rikidahm@proton.me

Cc co-disclosers

Hollydahm@proton.me

Rhondaannknyvett@proton.me

50. **Attached** to my statement and marked "**HLF-7"** is a copy of the text message (with annexures), that Mr Ireland received from Mr Dahm's phone number.

51. Mr Ireland provided a copy of the text message to me so that I could provide support in terms of Urban Utilities' response. My initial reaction was that the tone of the text message was unusual. As I had seen the response on 9 December 2025, I assumed that the reference to "co-disclosers" or "stop reprising" was in relation to a potential public interest disclosure which was not related to Mr Dahm's employment at Urban Utilities. As such, I was concerned to verify whether the message was from Mr Dahm, as the email address noted in the message was different to the personal email address on Mr Dahm's personnel file. I verified that the phone number of the sender of the message matched the phone number for Mr Dahm's personal phone number on his personnel file.

52. Although the text message was received the day after Mr Ireland's email to Mr Dahm's Urban Utilities email address and email address recorded on his personnel file, it did not respond to any of the matters raised in Mr Ireland's email. It also referred to information unrelated to Mr Dahm's employment with Urban Utilities.

53. After careful consideration, I advised Mr Ireland that it was appropriate to send a copy of the email he had sent to Mr Dahm on 14 January 2026 to the new email address set out in the text message (Rikidham@proton.me). I understand that Mr Ireland sent that email on 16 January 2026.

54. **Attached** to my statement and marked "**HLF-8"** is a copy of the email Mr Ireland sent to Rikidahm@proton.me on 16 January 2026, forwarding a copy of the email sent to Mr Dahm's Urban Utilities and original alternative email address on 14 January 2026.

Repudiation of Mr Dahm's employment

55. As at 23 January 2026, Mr Ireland had not received any response from Mr Dahm to the email he sent to him at the "@proton.me" email address on 16 January 2026, nor to the email that was sent to Mr Dahm's Urban Utilities email address and email address that was on his personnel file on 14 January 2026.

Signed: Hannah Limberger-Forte Witness

56. By 23 January 2026, the Applicant had not attended the workplace since October 2025.

57. Other than the email of 9 December 2025, the only response from Mr Dahm that I was aware of which had been received since 13 November 2025 that was even closely related to his employment with Urban Utilities was the text message sent from his personal mobile phone number to Mr Ireland on 15 January 2026 (set out above). To the best of my knowledge, Mr Dahm had not provided any response or communication to Mr Ireland or Mr Crawford regarding his absence, whether he had any intention to return to work, or otherwise offered an excuse or explanation for his absence since the two weeks of family and domestic violence leave he had indicated a need to access and which was subsequently granted to him.

58. As such, on 23 January 2026, Urban Utilities sent Mr Dahm a letter by email to his "@proton.me" address stating that as he had been on unauthorised leave since 2 December 2025, Urban Utilities was of the view that he had abandoned his employment.

59. **Attached** to my statement and marked "**HLF-9"** is a copy of that email, attaching the letter dated 23 January 2026.

IT EMAIL QUARANTINE

60. Mr Dahm's Application in this proceeding attached a number of emails, including emails sent from "Rikidahm@proton.me". I had not seen and did not have any knowledge of the majority of these emails prior to reviewing the Application and its attachments.

61. On or about November 2025, I became aware that Urban Utilities had been receiving a large amount of emails from Mr Dahm's partner, Holly Dahm. I understood the emails were not related to Mr Dahm's employment but were about Ms Dahm's mother and her mother's ex-partner.

62. I understand that in order to manage the volume of emails and ensure, so far as is reasonably practicable, the health and safety of Urban Utilities workers and other persons including the Board members, Urban Utilities implemented a quarantine platform for emails from Holly Dahm. I understand the quarantine platform was set up from about 27 November 2025 and is still in place now.

The platform

63. I am informed by the internal Digital & Information team at Urban Utilities that the quarantine platform works as follows:

    a. Urban Utilities operates an email security platform that inspects every email addressed to a person at the urbanutilities.com.au domain before that email reaches the recipient's inbox.

Signed: Hannah Limberger-Forte Witness

b. The platform sits between the public internet and the Urban Utilities email environment, and every inbound email is examined against a set of rules before any delivery decision is made. When an inbound email matches the conditions of the rule "quarantine_legal", the email is removed from the normal delivery path and placed into a separate, restricted holding area known as the legal quarantine folder.

c. The email is not delivered to the recipient's inbox, is not visible to the recipient, and does not generate a notification to the recipient. The email remains within the email security platform's infrastructure and is not transmitted to, stored on, or processed by Urban Utilities' internal mail servers.

d. Access to the folder is restricted to a small number of authorised personnel within Cyber Security Operations and Legal teams for this matter, and release of a quarantined email requires a manual administrative action.

Quarantine of emails for Riki Dahm and Holly Dahm

64. I am informed by the internal Digital & Information team at Urban Utilities that emails from "@proton.me" had been quarantined as follows:

a. The rule first captured a message on 27 November 2025 at 1:02 pm. The rule was active and is continuing to capture matching messages. This rule was created with two conditions, namely envelope sender equals "rikidahm@proton.me" and subject contains "au620871x".

b. 11 December 2025: envelope sender condition for "hollydahm@proton.me" added.

c. A total of approximately 1,576 emails from one or more of @proton.me were captured between the period 27 November 2025 to 11 May 2026, being an average of approximately 9.5 emails per day across the 166 days the rule has been active. Prior to the rules changing on 11 December 2025, various emails were being received which are in addition to this number.

d. Message sizes ranged from 8.5 kilobytes to 35.8 megabytes, with an average of approximately 20.2 megabytes and a combined total of approximately 33.3 gigabytes across all captured messages. Every captured email contained at least one attachment; the 1,576 emails contained 16,519 attachments in total (an average of 10.5 attachments per email), with a combined attachment size of approximately 24.3 gigabytes.

Signed: Hannah Limberger-Forte Witness

e. Emails captured by the rule are retained within the legal quarantine folder for 30 days from the date of capture, after which they are automatically and permanently deleted from the platform. No copy is created, retained, or transferred to any Urban Utilities-controlled system, and once deleted, the email cannot be recovered. None of the emails captured by this rule during the period covered by this summary have been released to a recipient's inbox.

Mr Dahm's email of 20 January 2026

65. As a result of the quarantine put in place as described above, Mr Dahm's email dated 20 January 2026 attached to his Application was not delivered to any of the Urban Utilities' personnel's inboxes.

66. As such, I understand that the email was not received by Mr Arnold, or any other Urban Utilities personnel. This is because the email was intercepted by the quarantine rule before it reached any Urban Utilities' inboxes.

67. At no point was the email delivered to me or made available for me to read or act upon.

I have read the contents of this, my witness statement, and the documents referred to in it and I am satisfied that it is true and correct to the best of my knowledge and belief.

Signed: 

Hannah Limberger-Forte

Dated: 13 May 2026

Witnessed: 

Signature

Name of witness

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-1"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.

Signed: Hannah Limberger-Forte

Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

Bracken Ridge QLD 4017

Dear Riki,

Maximum Term **Contract of Employment**

Congratulations on being offered your new role. This agreement (**Agreement**) sets out the terms and conditions of your employment with Urban Utilities and we look forward to working with you.

This Agreement is effective from the date set out in Schedule A.

These terms and conditions will continue to apply to any other positions you may hold within Urban Utilities unless otherwise agreed with you in writing.

The Operational and Field Employees' Enterprise Agreement 2018 (**Enterprise Agreement**) currently applies to your employment. This industrial instrument may vary from time to time and is not incorporated into this Agreement.

YOUR NEW ROLE

You will initially be employed in the position set out in Schedule A. You will initially report to the position described in Schedule A, or as otherwise directed by Urban Utilities.

During the course of your employment we may require you to perform other duties for which you are suitably qualified.

Your maximum term employment will commence on the date set out in Schedule A and continues until the expiry date or until your employment is terminated in accordance with this Agreement. Urban Utilities is under no obligation to offer you continuing employment after the expiry date and you have no right to further employment beyond the expiry date.

This offer of employment is conditional upon the following fundamental conditions:

- Satisfaction of our medical requirements, including but not limited to successful completion of a pre-employment medical clearance, drug and alcohol testing in accordance with our policies and procedures, and any other medical examinations required to satisfy us of your ongoing fitness to perform the inherent requirements of the role.

Enterprise Agreement will be calculated by [illegible]

We will pay your salary into your nominated bank account.

At present, employees are paid on a weekly basis, but this may change at the discretion of Urban Utilities.

You agree to pay to Urban Utilities all amounts that you owe to Urban Utilities or any amounts mistakenly paid to you (such as an overpayment).

You authorise and direct Urban Utilities to withhold these amounts from monies that are otherwise owed to you during your employment with Urban Utilities or upon the termination of your employment.

In deducting any overpayment we will take into account your personal circumstances.

YOUR HOURS OF WORK

Your average hours of work are set out in Schedule A. You may be rostered to work your ordinary hours on any day of the week, including public holidays. Because of your work tasks, you may be required to work reasonable additional hours over and above the hours of work in Schedule A. This is in order to meet operational requirements.

PROBATION

If you have been employed by Urban Utilities for less than six months, your employment is subject to a probationary period of 6 months which starts from your original commencement date.

Your ongoing employment is subject to the successful completion of your probationary period. During the period of probation, either of us may terminate your employment with one week's notice in writing.

PERFORMANCE

We see positive individual performance as a key element in our success. We believe it covers:

- What you do (your duties and responsibilities);
- How you do it (your work behaviours); and
- The results you achieve (your results).

Your ongoing employment in this role is subject to you successfully performing your duties and otherwise complying with your employment obligations to a level satisfactory to Urban Utilities.

provide sufficient evidence to us upon request.

We require you to:

- work safely;
- exercise the powers and discretions, hold the responsibilities and perform the duties and tasks as are conferred, delegated or specified by us from time to time;
- perform those responsibilities and duties honestly and in a proper and efficient manner;
- use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of Urban Utilities;
- not do anything that is or may be harmful to Urban Utilities;
- devote the whole of your time, attention and abilities exclusively to our business during all working hours performed by you under this Agreement, including hours as may be reasonable and necessary for you to perform your duties in a satisfactory manner;
- disclose to Urban Utilities promptly, or to such person as Urban Utilities from time to time determines, any material information and explanations as required in connection with matters relating to your employment or the business of Urban Utilities;
- participate in training and performance reviews as required by Urban Utilities;
- comply with all lawful and reasonable directions given to you by Urban Utilities, including those given in any policy (e.g. our Code of Conduct); and
- comply with all legislation and regulations that are relevant to your role.

POLICIES AND PROCEDURES

Urban Utilities has various policies and procedures which apply to your employment. You must familiarise yourself with these policies. Where the policies place obligations on you, you must comply with them. Failure to follow our policies and procedures may warrant disciplinary action, up to and including termination of your employment. Urban Utilities may review, vary, add or withdraw the policies from time

present any actual or potential conflict) you must obtain written agreement beforehand.

WORKPLACE HEALTH AND SAFETY

We know how important a healthy and safe working environment is to our people. To help us make this a great place to work, we require you to comply with our Work Health and Safety System and all allied processes.

Urban Utilities conducts random drug and alcohol testing. We require you to comply with our Drug and Alcohol Procedure.

You'll need to let us know about any medical condition, injury or illness you have which may impact on your ability to perform your duties safely or effectively. If we are concerned that you may not be fit to attend work or carry out your duties safely, we may ask you to leave work and/or provide us with a medical certificate confirming your fitness to work before you can return to work.

If we have any concerns about your fitness for work or your ability to safely perform your duties and responsibilities we may direct you to participate in an independent medical examination to determine your fitness for duty and wellbeing. You agree to comply with such direction and consent to us obtaining the results of the examination for the purposes of your employment.

EXPENSES

We will reimburse you in accordance with our policies for any expenses you properly incur in the course of your employment.

CONFIDENTIALITY

During your employment with us, you may obtain or have access to Confidential Information about our business, customers, suppliers and others. Any information about our business or activities which is discovered by you during your employment is confidential, unless that information is already in the public domain.

Confidentiality of information is vital to our success. You agree that you will not, either during your employment, except:

- in the proper course of performing your duties; or

part) that is related to our business in any way. This includes Intellectual Property developed, created or conceived (either during or after your employment with us) if it is based on something you worked on or became aware of while employed by us or by using our Confidential Information.

It is important to understand that we own all Intellectual Property created by you during the course of your employment with us. By working for us, you agree to waive any authorship, moral rights or ownership you may have had over the Intellectual Property.

NOTICE AND TERMINATION OF EMPLOYMENT

Urban Utilities may terminate your employment by giving you the required notice or payment in lieu of notice, or a combination of notice and payment in lieu of notice.

In the case of serious misconduct on your part, Urban Utilities may immediately terminate your employment without notice or payment in lieu of notice. If Urban Utilities terminates your employment immediately, Urban Utilities will pay you up to the date of termination only.

If you resign, Urban Utilities may choose not to retain your services for some or all of the notice period, and may make a payment in lieu of notice for the part of the notice period for which you are not retained.

Upon termination of your employment, you must immediately return all uniforms, identification cards, keys, business information, documents, records, papers and any other Urban Utilities property to an authorised representative of Urban Utilities.

If, at the time of termination, you owe us money, we may withhold an amount up to the equivalent of the amount you owe us from your final pay (including from any statutory entitlements). You agree that such deductions are reasonable and principally for your benefit, and agree to complete any authorisations that are required to give effect to this clause.

DIRECTION NOT TO ATTEND WORK

At any time during your employment (including for all or part of your notice period) we may direct you:

- not to attend for work;
- to attend for work at a different location to your usual work location;
- to perform no work; or

and supersedes any prior representations, understandings or arrangements between the parties, whether oral or in writing.

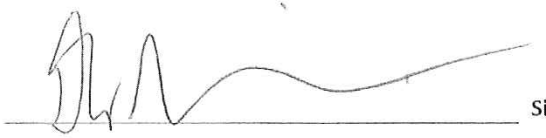
If your position, job location or hourly rate change during your employment, the other provisions of this Agreement will continue to apply to your employment unless varied by mutual agreement in writing.

If we are subject to obligations in respect of your employment arising under any law and any such obligation is inconsistent with a term of this letter, the term of this letter will not operate to the extent of that inconsistency.

Your employment is governed by the law of Queensland and this Agreement shall be deemed to be made in the State of Queensland.

If your employment is terminated, either by yourself, or by us, there may be other rights and obligations under this Agreement that continue despite the termination. You agree to comply with those continuing obligations.

SIGNED for and on behalf of the Central SEQ Distributor-Retailer Authority trading as Urban Utilities by

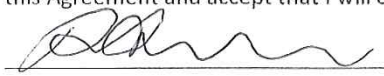


Signature of Employer

David Biddle
General Manager Service Delivery **Name**

10/1/2020 **Date**

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this Agreement and accept that I will observe them fully during my employment:



Signature of Employee

Riki Dahm **Name**

13/1/2020 **Date**

Reports to position title:	Field Services Team Leader
Position Level:	WW5
Hourly Rate:	As per the Enterprise Agreement: $31.43 plus 14% Super
Work Location:	25 Bunya Street, Eagle Farm, QLD, 4009 and other locations as directed.
Commencement Date:	25 January 2020
Expiry Date:	25 July 2020
Employment Basis:	Maximum Term Full Time
Ordinary Hours of Work:	Average of 38 Hours per week
Shift work:	The nature of our business requires us to operate outside normal hours to ensure we are able to provide the services to our customers and minimise any potential safety or environmental concerns so that we continue to *enrich quality of life.* Your role is essential in providing these services and therefore it is an inherent requirement of your position that you undertake shift work in accordance with your work roster which will include the requirement to work on weekends and public holidays.

- Urban Utilities' affairs, business and transactions;
- any client, customer or employee of Urban Utilities;
- the number, nature or mix of products or services provided by Urban Utilities;
- any person who Urban Utilities or you have approached or canvassed during the employment as a potential client, including their names, addresses, requirements and preferences concerning the products or services produced or that may reasonably be provided by or through Urban Utilities;
- marketing or business plans or strategies;
- techniques, procedures or methods devised by the us or required to be used in the operation of our business, including the training of our personnel;
- any formula, technical information, plan, product specification, trade secret or any other commercially sensitive or valuable information.

Intellectual Property includes rights to any information, data, design, software, secret process, business method, procedure or improvements or any non-physical property.

Our means Central SEQ Distributor-Retailer Authority trading as Urban Utilities;

Superannuation Fund means LGIA Super or the complying superannuation fund nominated by you under relevant legislation;

Urban Utilities is the trading name for Central SEQ Distributor-Retailer Authority;

Us means Central SEQ Distributor-Retailer Authority trading as Urban Utilities;

We means Central SEQ Distributor-Retailer Authority trading as Urban Utilities.

In this Agreement, unless the context otherwise requires:

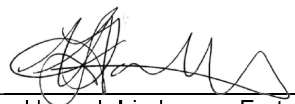
- Words in the singular include the plural and vice versa;
- A reference to a clause or Schedule is to a clause or Schedule of or to this Agreement;
- Any headings are for convenience and do not affect the interpretation of this Agreement;
- A reference to a party includes that party's successors and permitted assign.

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

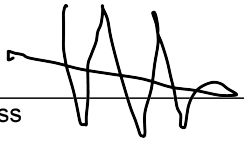
Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-2"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.



Signed: Hannah Limberger-Forte



Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

Time Off Requests

Time Off	Date	Day of the Week	Type	Start Time	End Time	Requested	Unit of Time	Comment
Absence Request: Riki Dahm (Terminated)	22/01/2026	Thursday	Leave No Pay Unapproved	07:00	16:30	9.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	21/01/2026	Wednesday	Leave No Pay Unapproved	07:00	16:30	9.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	20/01/2026	Tuesday	Leave No Pay Unapproved	07:00	16:30	9.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	19/01/2026	Monday	Leave No Pay Unapproved	07:00	16:30	9.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	16/01/2026	Friday	Leave No Pay Unapproved	00:00	05:30	5.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	15/01/2026	Thursday	Leave No Pay Unapproved	00:00	05:30	5.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	15/01/2026	Thursday	Leave No Pay Unapproved	20:00	00:00	4	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	14/01/2026	Wednesday	Leave No Pay Unapproved	00:00	05:30	5.5	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	14/01/2026	Wednesday	Leave No Pay Unapproved	20:00	00:00	4	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	13/01/2026	Tuesday	Leave No Pay Unapproved	20:00	00:00	4	Hours	Payroll received Email via Services inbox from HR to apply Unpaid leave from the 10/01/26 until 22/01/26
Absence Request: Riki Dahm (Terminated)	9/01/2026	Friday	Leave No Pay Unapproved	06:00	14:00	8	Hours	
Absence Request: Riki Dahm (Terminated)	8/01/2026	Thursday	Leave No Pay Unapproved	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	7/01/2026	Wednesday	Leave No Pay Unapproved	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	6/01/2026	Tuesday	Leave No Pay Unapproved	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	5/01/2026	Monday	Leave No Pay Unapproved	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	2/01/2026	Friday	Leave No Pay Unapproved	10:30	20:00	9.5	Hours	Employee remains on this leave type as confirmation not received otherwise. HR Lead to meet with leader and one up week commencing 05/01 to discuss next steps
Absence Request: Riki Dahm (Terminated)	31/12/2025	Wednesday	Leave No Pay Unapproved	10:30	20:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	30/12/2025	Tuesday	Leave No Pay Unapproved	10:30	20:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	24/12/2025	Wednesday	Leave No Pay Unapproved	07:00	16:30	9.5	Hours	Employee remains on this leave type as confirmation not received otherwise
Absence Request: Riki Dahm (Terminated)	23/12/2025	Tuesday	Leave No Pay Unapproved	07:00	16:30	9.5	Hours	Employee remains on this leave type as confirmation not received otherwise
Absence Request: Riki Dahm (Terminated)	19/12/2025	Friday	Leave No Pay Unapproved	06:30	16:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	18/12/2025	Thursday	Leave No Pay Unapproved	06:30	16:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	17/12/2025	Wednesday	Leave No Pay Unapproved	06:30	16:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	16/12/2025	Tuesday	Leave No Pay Unapproved	06:30	16:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	15/12/2025	Monday	Leave No Pay Unapproved	06:30	16:00	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	8/12/2025	Monday	Leave No Pay Unapproved	08:00	17:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	7/12/2025	Sunday	Leave No Pay Unapproved	08:00	17:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	6/12/2025	Saturday	Leave No Pay Unapproved	08:00	17:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	4/12/2025	Thursday	Leave No Pay Unapproved	08:00	17:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	3/12/2025	Wednesday	Leave No Pay Unapproved	08:00	17:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	2/12/2025	Tuesday	Leave No Pay Unapproved	08:00	17:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	18/11/2025	Tuesday	Miscellaneous Leave	06:00	15:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	17/11/2025	Monday	Miscellaneous Leave	06:00	15:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	16/11/2025	Sunday	Miscellaneous Leave	06:00	15:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	15/11/2025	Saturday	Miscellaneous Leave	06:00	15:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	31/10/2025	Friday	Annual Leave	06:00	13:30	8	Hours	
Absence Request: Riki Dahm (Terminated)	30/10/2025	Thursday	Annual Leave	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	29/10/2025	Wednesday	Annual Leave	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	28/10/2025	Tuesday	Annual Leave	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	27/10/2025	Monday	Annual Leave	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	28/03/2025	Friday	Urban Utilities CARE Day	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	27/03/2025	Thursday	Connection Day	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	26/03/2025	Wednesday	Fatigue Leave	12:00	13:30	1.5	Hours	
Absence Request: Riki Dahm (Terminated)	21/02/2025	Friday	Carers Leave	07:00	16:30	9.5	Hours	
Absence Request: Riki Dahm (Terminated)	5/02/2025	Wednesday	Annual Leave	10:30	11:30	1	Hours	
Absence Request: Riki Dahm (Terminated)	24/01/2025	Friday	Urban Utilities CARE Day	06:00	13:30	7.5	Hours	
Absence Request: Riki Dahm (Terminated)	17/01/2025	Friday	Fatigue Leave	12:00	13:30	1.5	Hours	
Absence Request: Riki Dahm (Terminated)	16/01/2025	Thursday	Fatigue Leave	12:00	13:30	1.5	Hours	
Absence Request: Riki Dahm (Terminated)	15/01/2025	Wednesday	Fatigue Leave	12:00	13:30	1.5	Hours	

Absence Request: Riki Dahm (Terminated)	14/01/2025	Tuesday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	13/12/2024	Friday	Carers Leave	15:00	16:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	24/10/2024	Thursday	Carers Leave	00:00	06:15	6.25	Hours
Absence Request: Riki Dahm (Terminated)	23/10/2024	Wednesday	Carers Leave	19:15	00:00	4.75	Hours
Absence Request: Riki Dahm (Terminated)	22/10/2024	Tuesday	Annual Leave	14:00	17:00	3	Hours
Absence Request: Riki Dahm (Terminated)	21/10/2024	Monday	Annual Leave	15:00	17:00	2	Hours
Absence Correction: Riki Dahm (Terminated)	20/10/2024	Sunday	Annual Leave			-9.5	Hours
Absence Request: Riki Dahm (Terminated)	20/10/2024	Sunday	Annual Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	22/09/2024	Sunday	Fatigue Leave	13:30	15:30	2	Hours
Absence Request: Riki Dahm (Terminated)	18/09/2024	Wednesday	Carers Leave	10:30	20:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	13/09/2024	Friday	Carers Leave	10:30	20:00	9.5	Hours
Absence Correction: Riki Dahm (Terminated)	13/09/2024	Friday	Carers Leave			-9.5	Hours
Absence Request: Riki Dahm (Terminated)	6/09/2024	Friday	Carers Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	5/09/2024	Thursday	Carers Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	4/09/2024	Wednesday	Carers Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	3/09/2024	Tuesday	Carers Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	2/09/2024	Monday	Carers Leave	06:00	14:00	8	Hours
Absence Request: Riki Dahm (Terminated)	29/08/2024	Thursday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	27/08/2024	Tuesday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	7/08/2024	Wednesday	Carers Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	6/08/2024	Tuesday	Carers Leave	19:00	00:00	5	Hours
Absence Request: Riki Dahm (Terminated)	1/08/2024	Thursday	Compassionate Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	30/07/2024	Tuesday	Carers Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	14/07/2024	Sunday	Fatigue Leave	13:30	15:30	2	Hours
Absence Request: Riki Dahm (Terminated)	5/07/2024	Friday	Annual Leave	10:30	20:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	25/06/2024	Tuesday	Annual Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	24/06/2024	Monday	Annual Leave	06:00	14:00	8	Hours
Absence Request: Riki Dahm (Terminated)	21/06/2024	Friday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	20/06/2024	Thursday	Fatigue Leave	12:30	13:30	1	Hours
Absence Request: Riki Dahm (Terminated)	19/06/2024	Wednesday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	10/06/2024	Monday	Carers Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	23/05/2024	Thursday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	22/05/2024	Wednesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	21/05/2024	Tuesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	20/05/2024	Monday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	17/05/2024	Friday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	16/05/2024	Thursday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	15/05/2024	Wednesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	14/05/2024	Tuesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	10/04/2024	Wednesday	Carers Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	14/03/2024	Thursday	Connection Day	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	25/02/2024	Sunday	Fatigue Leave	13:30	15:30	2	Hours
Absence Request: Riki Dahm (Terminated)	16/02/2024	Friday	Carers Leave	10:30	20:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	14/02/2024	Wednesday	Annual Leave	18:00	20:00	2	Hours
Absence Request: Riki Dahm (Terminated)	2/02/2024	Friday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	31/01/2024	Wednesday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	30/01/2024	Tuesday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	16/01/2024	Tuesday	Annual Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	15/01/2024	Monday	Annual Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	14/01/2024	Sunday	Annual Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	13/01/2024	Saturday	Annual Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	12/01/2024	Friday	Annual Leave	14:30	00:00	9.5	Hours
Absence Request: Riki Dahm (Terminated)	4/01/2024	Thursday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	3/01/2024	Wednesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	2/01/2024	Tuesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	29/12/2023	Friday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	28/12/2023	Thursday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	27/12/2023	Wednesday	Annual Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	17/12/2023	Sunday	Fatigue Leave	13:30	15:30	2	Hours
Absence Request: Riki Dahm (Terminated)	24/11/2023	Friday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	23/11/2023	Thursday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	21/11/2023	Tuesday	Fatigue Leave	12:30	13:30	1	Hours
Absence Request: Riki Dahm (Terminated)	14/11/2023	Tuesday	Carers Leave	07:00	16:30	9.5	Hours
Absence Request: Riki Dahm (Terminated)	6/11/2023	Monday	Carers Leave	16:30	00:00	7.5	Hours
Absence Request: Riki Dahm (Terminated)	8/10/2023	Sunday	Fatigue Leave	13:30	15:30	2	Hours
Absence Request: Riki Dahm (Terminated)	21/09/2023	Thursday	Annual Leave	06:00	13:30	7.5	Hours
Absence Request: Riki Dahm (Terminated)	15/09/2023	Friday	Fatigue Leave	12:00	13:30	1.5	Hours
Absence Request: Riki Dahm (Terminated)	14/09/2023	Thursday	Fatigue Leave	12:00	13:30	1.5	Hours

Absence Request: Riki Dahm (Terminated)	13/09/2023	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	11/09/2023	Monday	Fatigue Leave	12:00	14:00	2 Hours
Absence Request: Riki Dahm (Terminated)	7/09/2023	Thursday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	6/09/2023	Wednesday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	5/09/2023	Tuesday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	4/09/2023	Monday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	30/07/2023	Sunday	Fatigue Leave	13:30	15:30	2 Hours
Absence Request: Riki Dahm (Terminated)	21/07/2023	Friday	Annual Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	7/07/2023	Friday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	6/07/2023	Thursday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	5/07/2023	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	4/07/2023	Tuesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	26/06/2023	Monday	Carers Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	22/05/2023	Monday	Annual Leave	06:00	15:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	21/05/2023	Sunday	Annual Leave	06:00	15:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	20/05/2023	Saturday	Annual Leave	06:00	15:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	19/05/2023	Friday	Annual Leave	09:30	19:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	18/05/2023	Thursday	Bereavement Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	17/05/2023	Wednesday	Bereavement Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	16/05/2023	Tuesday	Bereavement Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	12/05/2023	Friday	Compassionate Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	11/05/2023	Thursday	Compassionate Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	28/04/2023	Friday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	26/04/2023	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	24/04/2023	Monday	Fatigue Leave	12:30	14:00	1.5 Hours
Absence Request: Riki Dahm (Terminated)	13/03/2023	Monday	Annual Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	12/03/2023	Sunday	Fatigue Leave	13:30	15:30	2 Hours
Absence Request: Riki Dahm (Terminated)	20/02/2023	Monday	Connection Day	06:00	14:00	8 Hours
Absence Request: Riki Dahm (Terminated)	16/02/2023	Thursday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	15/02/2023	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	19/01/2023	Thursday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	18/01/2023	Wednesday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	17/01/2023	Tuesday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	16/01/2023	Monday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	13/01/2023	Friday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	23/12/2022	Friday	Annual Leave	15:30	20:00	4.5 Hours
Absence Request: Riki Dahm (Terminated)	9/12/2022	Friday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	8/12/2022	Thursday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	7/12/2022	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	6/12/2022	Tuesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	1/12/2022	Thursday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	30/11/2022	Wednesday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	29/11/2022	Tuesday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	28/11/2022	Monday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	17/11/2022	Thursday	Carers Leave	14:30	00:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	16/11/2022	Wednesday	Carers Leave	14:30	00:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	15/11/2022	Tuesday	Carers Leave	14:30	00:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	4/11/2022	Friday	Fatigue Leave	14:00	16:30	2.5 Hours
Absence Request: Riki Dahm (Terminated)	28/09/2022	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	29/07/2022	Friday	Fatigue Leave	12:30	13:30	1 Hours
Absence Request: Riki Dahm (Terminated)	27/07/2022	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	20/07/2022	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	6/06/2022	Monday	Personal Leave	06:00	15:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	5/06/2022	Sunday	Personal Leave	06:00	15:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	4/06/2022	Saturday	Personal Leave	06:00	15:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	3/06/2022	Friday	Personal Leave	09:30	19:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	2/06/2022	Thursday	Personal Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	1/06/2022	Wednesday	Personal Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	31/05/2022	Tuesday	Personal Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	16/05/2022	Monday	Personal Leave	06:00	14:00	8 Hours
Absence Request: Riki Dahm (Terminated)	14/04/2022	Thursday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	4/03/2022	Friday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	2/03/2022	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	1/03/2022	Tuesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	28/02/2022	Monday	Personal Leave	06:00	14:00	8 Hours
Absence Request: Riki Dahm (Terminated)	21/02/2022	Monday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	1/02/2022	Tuesday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	31/01/2022	Monday	Personal Leave	07:00	16:30	9.5 Hours

Absence Request: Riki Dahm (Terminated)	28/01/2022	Friday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	27/01/2022	Thursday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	25/01/2022	Tuesday	Connection Day	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	31/12/2021	Friday	Annual Leave	06:00	13:30	7.5 Hours
Absence Request: Riki Dahm (Terminated)	30/12/2021	Thursday	Annual Leave	06:00	13:30	7.5 Hours
Absence Request: Riki Dahm (Terminated)	29/12/2021	Wednesday	Annual Leave	06:00	13:30	7.5 Hours
Absence Request: Riki Dahm (Terminated)	24/12/2021	Friday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	23/12/2021	Thursday	Fatigue Leave	12:30	13:30	1 Hours
Absence Request: Riki Dahm (Terminated)	21/12/2021	Tuesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	16/12/2021	Thursday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	15/12/2021	Wednesday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	14/12/2021	Tuesday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	13/12/2021	Monday	Annual Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	7/12/2021	Tuesday	Annual Leave	14:30	00:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	3/12/2021	Friday	Annual Leave	19:00	00:00	5 Hours
Absence Request: Riki Dahm (Terminated)	6/11/2021	Saturday	Fatigue Leave	06:00	06:30	0.5 Hours
Absence Correction: Riki Dahm (Terminated)	25/10/2021	Monday	Annual Leave			-9.5 Hours
Absence Request: Riki Dahm (Terminated)	25/10/2021	Monday	Annual Leave	10:30	20:00	9.5 Hours
Absence Correction: Riki Dahm (Terminated)	22/10/2021	Friday	Annual Leave			-7.5 Hours
Absence Request: Riki Dahm (Terminated)	22/10/2021	Friday	Annual Leave	06:00	13:30	7.5 Hours
Absence Correction: Riki Dahm (Terminated)	21/10/2021	Thursday	Annual Leave			-7.5 Hours
Absence Request: Riki Dahm (Terminated)	21/10/2021	Thursday	Annual Leave	06:00	13:30	7.5 Hours
Absence Request: Riki Dahm (Terminated)	29/08/2021	Sunday	Fatigue Leave	13:30	15:30	2 Hours
Absence Request: Riki Dahm (Terminated)	3/08/2021	Tuesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	1/07/2021	Thursday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	30/06/2021	Wednesday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	29/06/2021	Tuesday	Personal Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	11/06/2021	Friday	Carers Leave	14:00	20:00	6 Hours
Absence Request: Riki Dahm (Terminated)	26/05/2021	Wednesday	Fatigue Leave	12:00	13:30	1.5 Hours
Absence Request: Riki Dahm (Terminated)	5/05/2021	Wednesday	Annual Leave	14:30	00:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	4/05/2021	Tuesday	Annual Leave	14:30	00:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	22/04/2021	Thursday	Carers Leave	07:00	16:30	9.5 Hours
Absence Request: Riki Dahm (Terminated)	9/04/2021	Friday	Fatigue Leave	09:30	10:30	1 Hours
Absence Request: Riki Dahm (Terminated)	1/04/2021	Thursday	Personal Leave	10:30	20:00	9.5 Hours
Absence Request: Riki Dahm (Terminated)	31/03/2021	Wednesday	Personal Leave	10:30	20:00	9.5 Hours

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

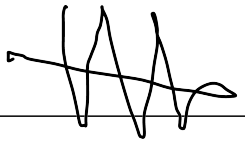
Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-3"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.



Signed: Hannah Limberger-Forte



Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

From: Scott Ireland
Sent: Thursday, 27 November 2025 11:53 AM
To: Hannah Limberger-Forte
Subject: FW: Leave

FYI

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

| **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au
www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

From: Lehland Crawford <Lehland.Crawford@urbanutilities.com.au>
Sent: Tuesday, 25 November 2025 6:36 PM
To: Scott Ireland <Scott.Ireland@urbanutilities.com.au>
Subject: Fw: Leave

Lehland Crawford
Field Services Team Leader
Operations and Maintenance

| **M:** 0437130515
E: Lehland.Crawford@urbanutilities.com.au
www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

From: Lehland Crawford <Lehland.Crawford@urbanutilities.com.au>
Sent: Friday, November 21, 2025 1:29:06 PM
To: Riki Dahm <Riki.Dahm@urbanutilities.com.au>
Subject: Re: Leave

Hi mate,

Just reaching out to advise that the PM team would like you to fill the position left vacant by Matt until a permanent position is made available.
I thought with the possibility of working from home in this role, that this might suit your present situation without using any leave!

On leave, last week was put through as DV as requested. You have a further 6 days available if required also. Let me know if you want me to put the in for you?

Alternatively, could you let me know if you will be back in the field next week?

I really hope everything is ok mate!

Please reach out when you can,

Lehland Crawford
Field Services Team Leader
Operations and Maintenance

| **M:** 0437130515
E: Lehland.Crawford@urbanutilities.com.au
www.urbanutilities.com.au

UrbanUtilities



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

From: Lehland Crawford <Lehland.Crawford@urbanutilities.com.au>
Sent: Thursday, November 13, 2025 11:59:30 AM
To: Riki Dahm <Riki.Dahm@urbanutilities.com.au>
Subject: Re: Leave

Ok mate, if there is anything I can do to help at all please reach out!

Lehland Crawford
Field Services Team Leader
Operations and Maintenance

| **M:** 0437130515
E: Lehland.Crawford@urbanutilities.com.au
www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

From: Riki Dahm <Riki.Dahm@urbanutilities.com.au>
Sent: Thursday, November 13, 2025 11:53:23 AM
To: Lehland Crawford <Lehland.Crawford@urbanutilities.com.au>
Subject: Leave

Hey mate,

Apologies, I won't make the weekend shift. I would like this/next week to be taken as DV leave as the ongoing issues with my father-in-law has him constantly harassing my mother-in-law. I'll be in contact with any further changes.

Regards Riki.

Riki Dahm
Water Industry Worker
Operations and Maintenance

| **M:** 0419607546
E: Riki.Dahm@urbanutilities.com.au

www.urbanutilities.com.au



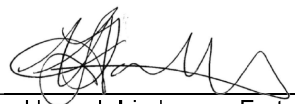
Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

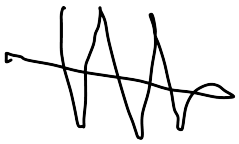
Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-4"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.



Signed: Hannah Limberger-Forte



Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

From: Scott Ireland <Scott.Ireland@urbanutilities.com.au>
Sent: Wednesday, 10 December 2025 10:35 AM
To: Hannah Limberger-Forte <Hannah.Limberger-Forte@urbanutilities.com.au>
Subject: FW: Employer Reprisal: Urban Utilities / Queensland Treasury — Erga Omnes & Jus Cogens Breaches | UNCAC • UNTOC • ICCPR • CAT • CRC • CEDAW • CRPD • Genocide Convention • Rome Statute arts 7 / 27 / 70 / 86 • Vienna Convention arts 26–27 + Art 77 Depositar

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

| **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au

www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

From: rikidahm <rikidahm@proton.me>
Sent: Tuesday, 9 December 2025 11:48 PM
Cc: riikka.purra@gov.fi; matias.marttinen@gov.fi; asmo.maanselka@gov.fi; jussi.lindgren@gov.fi; matias.turkkila@gov.fi; sirpa.hasanen@gov.fi; kauppapolitiikka.um@gov.fi; VIE-10@gov.fi; VIE-20@gov.fi; postmottak@fd.dep.no; mark-steffen.berger@fin.dep.no; post@bmf.gv.at; pierre.cuguen@pco-bcp.gc.ca; pierre-alain.bujold@pco-bcp.gc.ca; Paul Arnold <Paul.Arnold@urbanutilities.com.au>; Paul Vincent <Paul.Vincent@urbanutilities.com.au>; samay.zhouand@pt.qld.gov.au; nikki.allder@titlesqld.com.au; uncac@un.org; McAllister, Jennifer (Senator) <Senator.McAllister@aph.gov.au>; Senator.Andrew.Bragg@aph.gov.au; Senator.Farrell@aph.gov.au; Senator.David.Shoebridge@aph.gov.au; Senator.David.Pocock@aph.gov.au; Wong, Penelope (Senator) <Senator.Wong@aph.gov.au>; McCarthy, Malarndirri (Senator) <Senator.McCarthy@aph.gov.au>; Lambie, Jacqui (Senator) <Senator.Lambie@aph.gov.au>;

senator.katy.gallagher@aph.gov.au; Senator.Birmingham@aph.gov.au; Senator.Walsh@aph.gov.au; Senator.Lines@aph.gov.au; Kate.Chaney.MP@aph.gov.au; Bowen, Chris (MP) <Chris.Bowen.MP@aph.gov.au>; Tehan, Dan (MP) <Dan.Tehan.MP@aph.gov.au>; MP Epsom <MPEpsom@parliament.govt.nz>; rhondaannknyvett@proton.me; Holly Dahm <hollydahm@proton.me>; Diwan Protocol <Protocol@diwan.dubai.gov.ae>; Hon Nicola Willis <Nicola.Willis@parliament.govt.nz>; Christopher Luxon (MIN) <C.Luxon@ministers.govt.nz>; D.Seymour@ministers.govt.nz; A.Hoggard@ministers.govt.nz; C.Penk@ministers.govt.nz; T.McClay@ministers.govt.nz; B.VanVelden@ministers.govt.nz; E.Stanford@ministers.govt.nz; C.Bishop@ministers.govt.nz; J.Meager@ministers.govt.nz; L.Upston@ministers.govt.nz; M.Patterson@ministers.govt.nz; M.Mitchell@ministers.govt.nz; J.Collins@ministers.govt.nz; C.Costello@ministers.govt.nz; J.Marcroft@ministers.govt.nz; Hastie, Andrew (MP) <Andrew.Hastie.MP@aph.gov.au>; Scott Ireland <Scott.Ireland@urbanutilities.com.au>; Jack.gardiner@urbanutilities.com.au; Brendan Thomas <Brendan.Thomas@austrac.gov.au>; David Brooker <David.Brooker@urbanutilities.com.au>; Mark Gray <Mark.Gray@urbanutilities.com.au>; marcus.payne@urbanutilities.com.au; Carmel Krogh <Carmel.Krogh@urbanutilities.com.au>; Gerard Pender <Gerard.Pender@urbanutilities.com.au>; Peter Hyland <Peter.Hyland@urbanutilities.com.au>; Shane Morgan <Shane.Morgan@urbanutilities.com.au>; Lucia Cade <Lucia.Cade@urbanutilities.com.au>; Jo Johnstone <Jo.Johnstone@urbanutilities.com.au>; Andrea Kenafake <Andrea.Kenafake@urbanutilities.com.au>; James Dymock <James.Dymock@urbanutilities.com.au>; Chris Bulloch <Chris.Bulloch@urbanutilities.com.au>; Harinder Sidhu <Harinder.Sidhu@dfat.gov.au>; Martine Watson <Martine.Watson@urbanutilities.com.au>; Phillip.strachan@urbanutilities.com.au; paul.williams@treasury.qld.gov.au; dan.purdie@ministerial.qld.gov.au; Sheehan, Tony <Tony.Sheehan@pmc.gov.au>; Kennedy, Steven <Steven.Kennedy@pmc.gov.au>; Jim Chalmers Public <Jim.Chalmers@treasury.gov.au>; katy.gallagher.mp@aph.gov.au; SHAPE - BLOUNT Keith <keith.blount@nato.int>; NATO PA - Press <press@nato-pa.int>; Senator.Duniam@aph.gov.au; Hippe Marcus Christiansen <Marcus-Christiansen.Hippe@fin.dep.no>; Mohamed Jawad Shalo <Mohamed.Shalo@amlctf.gov.ae>; Kevin Rudd <kevin.rudd@dfat.gov.au>; Anthony.Albanese.MP@aph.gov.au; Chris Gower <Chris.Gower@apra.gov.au>; customer.s@moj.gov.ae; Bruce Barbour <Bruce.Barbour@ccc.qld.gov.au>; Kathryn.McMillan@ccc.qld.gov.au; Puisto Sakari (TEM) <sakari.puisto@gov.fi>; segreteria.ministro@mef.gov.it

Subject: Employer Reprisal: Urban Utilities / Queensland Treasury — Erga Omnes & Jus Cogens Breaches | UNCAC • UNTOC • ICCPR • CAT • CRC • CEDAW • CRPD • Genocide Convention • Rome Statute arts 7 / 27 / 70 / 86 • Vienna Convention arts 26–27 + Art 77 Depositary...

Urban Utilities has refused lawful pay, ignored PID AU620871X (Deloitte 2 Jun 2025 “The Disclosure”), furtherance PID-2025-800051 (Commonwealth Ombudsman), and all submitted evidence, and has failed to implement mandatory PID protections and risk assessments. These breaches affect all protected persons, including me as a protected person and Urban Utilities employee.

Executives and the Board, including Paul Vincent (Chair) and Paul Arnold (CEO), received all correspondence and evidence, including my message of 9 Dec 2025, read at 7:14 pm (UTC+10:00).

Our disclosure vested Commonwealth on 2 Jun 2025 via Deloitte (CBA Whistleblower Servoce). Mr Iain Anderson reaffirmed jurisdiction on 8 Aug 2025 under s.34 Commonwealth Ombudsman Act 1976 and PID s.26, personally by Mr Iain Anderson, Commonwealth Ombudsman.

Queensland Police Service attendance at my residence (and that of co-disclosers) on 1 Dec at Utilities’ request constitutes active reprisal and intimidation.

All employment entitlements must be paid immediately, disclosure acknowledged, and protections implemented for all protected persons including Holly Dahm, Rhonda Knyvett, Berilyn Ryan, and minors Khalfan Al Mehairi, Savannah Dahm and myself.

Urban Utilities’ continued inaction constitutes deliberate unlawful reprisal under jus cogens, erga omnes, and binding international law, including UNCAC, CRPD, Genocide Convention, Rome Statute 7/27/70/86, Vienna Convention 26–27/77, Hague instruments, FATF 1–40, and Egmont Group standards.

Riki Dahm

Protected Discloser

On Tuesday, 9 December 2025 at 3:39 PM, hollydahm@proton.me <hollydahm@proton.me> wrote:

------- Forwarded Message -------
From: hollydahm@proton.me <hollydahm@proton.me>

Date: On Tuesday, 9 December 2025 at 3:28 PM
Subject: Fw: Employer Reprisal: Urban Utilities / Queensland Treasury — Erga Omnes & Jus Cogens Breaches │ UNCAC • UNTOC • ICCPR • CAT • CRC • CEDAW • CRPD • Genocide Convention • Rome Statute arts 7 / 27 / 70 / 86 • Vienna Convention arts 26–27 + Art 77 Depositary Trigger 🆘 • Hague • FATF 1–40 • Egmont Group
To: sg-web-public@ec.europa.eu <sg-web-public@ec.europa.eu>, ecfin-info@ec.europa.eu <ecfin-info@ec.europa.eu>, fisma-info@ec.europa.eu <fisma-info@ec.europa.eu>, taxud-info@ec.europa.eu <taxud-info@ec.europa.eu>, trade-info@ec.europa.eu <trade-info@ec.europa.eu>, comp-public-enquiries@ec.europa.eu <comp-public-enquiries@ec.europa.eu>, sp-contact@ec.europa.eu <sp-contact@ec.europa.eu>, spokespersons@ec.europa.eu <spokespersons@ec.europa.eu>, public.info@consilium.europa.eu <public.info@consilium.europa.eu>, press.office@consilium.europa.eu <press.office@consilium.europa.eu>, ecfin.secretariat@consilium.europa.eu <ecfin.secretariat@consilium.europa.eu>, info@ecb.europa.eu <info@ecb.europa.eu>, media@ecb.europa.eu <media@ecb.europa.eu>, president@europarl.europa.eu <president@europarl.europa.eu>, webmaster@europarl.europa.eu <webmaster@europarl.europa.eu>, info@eib.org <info@eib.org>, info@esma.europa.eu <info@esma.europa.eu>, info@eba.europa.eu <info@eba.europa.eu>, comms@eeas.europa.eu <comms@eeas.europa.eu>, MOC@hq.nato.int <MOC@hq.nato.int>, NATO PA - Press <press@nato-pa.int>, uncac@un.org <uncac@un.org>
CC: rikidahm <rikidahm@proton.me>, rhondaannknyvett@proton.me <rhondaannknyvett@proton.me>, khalfanalmehairi@proton.me <khalfanalmehairi@proton.me>, Paul Arnold <Paul.Arnold@urbanutilities.com.au>, Paul Vincent <Paul.Vincent@urbanutilities.com.au>, paul.williams@treasury.qld.gov.au <paul.williams@treasury.qld.gov.au>, drew.ellem@treasury.qld.gov.au <drew.ellem@treasury.qld.gov.au>, Ali Khadem Al Mehairi <ali.almehairi@adgm.com>, Diwan Protocol <Protocol@diwan.dubai.gov.ae>, Christopher Luxon (MIN) <C.Luxon@ministers.govt.nz>, Walter, Andrew <Andrew.Walter@pmc.gov.au>, Sheehan, Tony <Tony.Sheehan@pmc.gov.au>, Kennedy, Steven <Steven.Kennedy@pmc.gov.au>, Spyrou, Arthur <Arthur.Spyrou@pmc.gov.au>, anthony.albanese.mp@aph.gov.au <anthony.albanese.mp@aph.gov.au>, david.janetzki@ministerial.qld.gov.au <david.janetzki@ministerial.qld.gov.au>, david.crisafulli@ministerial.qld.gov.au <david.crisafulli@ministerial.qld.gov.au>, Mohamed Jawad Shalo <Mohamed.Shalo@amlctf.gov.ae>, jarrod.bleijie@ministerial.qld.gov.au <jarrod.bleijie@ministerial.qld.gov.au>, Shane Donovan <Shane.Donovan@oir.qld.gov.au>, Donna.Heelan@oir.qld.gov.au <Donna.Heelan@oir.qld.gov.au>, Cecelia Christensen <Cecelia.Christensen@crownlaw.qld.gov.au>, Bruce Barbour <Bruce.Barbour@ccc.qld.gov.au>, Helen Darch <Helen.Darch@ccc.qld.gov.au>, Kathryn.McMillan@ccc.qld.gov.au <Kathryn.McMillan@ccc.qld.gov.au>, Peter Dowling <Peter.Dowling@ccc.qld.gov.au>, Simone.Webbe@ccc.qld.gov.au <Simone.Webbe@ccc.qld.gov.au>, mailbox@ccc.qld.gov.au <mailbox@ccc.qld.gov.au>, chris.charalambous@treasury.qld.gov.au <chris.charalambous@treasury.qld.gov.au>, carol.kahler@treasury.qld.gov.au <carol.kahler@treasury.qld.gov.au>, Megan.mahon@lsc.qld.gov.au <Megan.mahon@lsc.qld.gov.au>, Sharon.Bailey@justice.qld.gov.au <Sharon.Bailey@justice.qld.gov.au>, Melody Martin <Melody.Martin@crownlaw.qld.gov.au>, marcus.payne@urbanutilities.com.au

<marcus.payne@urbanutilities.com.au>, claire.morgan@cba.com.au <claire.morgan@cba.com.au>, matt.comyn@cba.com.au <matt.comyn@cba.com.au>, david.whitfield@cba.com.au <david.whitfield@cba.com.au>, asha.thomas@cba.com.au <asha.thomas@cba.com.au>, Matt.lewis@cba.com.au <Matt.lewis@cba.com.au>, angela.martin@cba.com.au <angela.martin@cba.com.au>, graydon.dowd@hallandwilcox.com.au <graydon.dowd@hallandwilcox.com.au>, lehland.crawford@urbanutilities.com.au <lehland.crawford@urbanutilities.com.au>, mark.gray@urbanutilities.com.au <mark.gray@urbanutilities.com.au>, andrea.kenafake@urbanutilities.com.au <andrea.kenafake@urbanutilities.com.au>, gerard.pender@urbanutilities.com.au <gerard.pender@urbanutilities.com.au>, jo.johnstone@urbanutilities.com.au <jo.johnstone@urbanutilities.com.au>, carmel.krogh@urbanutilities.com.au <carmel.krogh@urbanutilities.com.au>, chris.bulloch@urbanutilities.com.au <chris.bulloch@urbanutilities.com.au>, david.brooker@urbanutilities.com.au <david.brooker@urbanutilities.com.au>, james.dymock@urbanutilities.com.au <james.dymock@urbanutilities.com.au>, lucia.cade@urbanutilities.com.au <lucia.cade@urbanutilities.com.au>, shane.morgan@urbanutilities.com.au <shane.morgan@urbanutilities.com.au>, martine.watson@urbanutilities.com.au <martine.watson@urbanutilities.com.au>, peter.hyland@urbanutilities.com.au <peter.hyland@urbanutilities.com.au>, phillip.strachan@urbanutilities.com.au <phillip.strachan@urbanutilities.com.au>, Jim Chalmers Public <Jim.Chalmers@treasury.gov.au>, Richard.Marles.MP@aph.gov.au <Richard.Marles.MP@aph.gov.au>, MP Epsom <MPEpsom@parliament.govt.nz>, Milton.Dick.MP@aph.gov.au <Milton.Dick.MP@aph.gov.au>, John Lonsdale <John.Lonsdale@apra.gov.au>, John.Dwyer@qirc.qld.gov.au <John.Dwyer@qirc.qld.gov.au>, QIRC.Registry <QIRC.Registry@QIRC.qld.gov.au>, Lambie, Jacqui (Senator) <Senator.Lambie@aph.gov.au>, Paxton.booth@integrity.qld.gov.au <Paxton.booth@integrity.qld.gov.au>

------- Forwarded Message -------
From: hollydahm@proton.me <hollydahm@proton.me>
Date: On Tuesday, 9 December 2025 at 2:36 PM
Subject: Employer Reprisal: Urban Utilities / Queensland Treasury — Erga Omnes & Jus Cogens Breaches │ UNCAC • UNTOC • ICCPR • CAT • CRC • CEDAW • CRPD • Genocide Convention • Rome Statute arts 7 / 27 / 70 / 86 • Vienna Convention arts 26–27 + Art 77 Depositary Trigger 🆑 • Hague • FATF 1–40 • Egmont Group
To: heather.low@coe.int <heather.low@coe.int>, evgeni.evgeniev@coe.int <evgeni.evgeniev@coe.int>, zahra.ahmadova@coe.int <zahra.ahmadova@coe.int>, ttomislav.sertic@coe.int <ttomislav.sertic@coe.int>, stefano.piedimontebodini@coe.int <stefano.piedimontebodini@coe.int>, florian.cescon@coe.int <florian.cescon@coe.int>, katie.stephens@coe.int <katie.stephens@coe.int>, joanna.geber@coe.int <joanna.geber@coe.int>, giuseppe.zaffuto@coe.int <giuseppe.zaffuto@coe.int>, andrew.cutting@coe.int <andrew.cutting@coe.int>, estelle.steiner@coe.int <estelle.steiner@coe.int>, dusan.vojnovic@coe.int <dusan.vojnovic@coe.int>, registry.echr@coe.in

<registry.echr@coe.in>, corruption@oecd.org <corruption@oecd.org>, uncac@un.org <uncac@un.org>, treaty@un.org <treaty@un.org>, contact@fatf-gafi.org <contact@fatf-gafi.org>, MOC@hq.nato.int <MOC@hq.nato.int>, press@nato-pa.int <press@nato-pa.int>, poststelle@bk.bund.de <poststelle@bk.bund.de>, poststelle@bmf.bund.de <poststelle@bmf.bund.de>, poststelle@auswaertiges-amt.de <poststelle@auswaertiges-amt.de>, secretariat.premier-ministre@pm.gouv.fr <secretariat.premier-ministre@pm.gouv.fr>, minister@economie.gouv.fr <minister@economie.gouv.fr>, minister@diplomatie.gouv.fr <minister@diplomatie.gouv.fr>, protocollo.centraledelcapo@governo.it <protocollo.centraledelcapo@governo.it>, segreteria.ministro@mef.gov.it <segreteria.ministro@mef.gov.it>, ministero.affariesteri@esteri.it <ministero.affariesteri@esteri.it>, politica@ansa.it <politica@ansa.it>, Paul Arnold <Paul.Arnold@urbanutilities.com.au>, Paul Vincent <Paul.Vincent@urbanutilities.com.au>, Paul.Fletcher.MP@aph.gov.au <Paul.Fletcher.MP@aph.gov.au>, Jim Chalmers Public <Jim.Chalmers@treasury.gov.au>, Hon Nicola Willis <Nicola.Willis@parliament.govt.nz>, paul.williams@treasury.qld.gov.au <paul.williams@treasury.qld.gov.au>, Puisto Sakari (TEM) <sakari.puisto@gov.fi>, marcus.payne@urbanutilities.com.au <marcus.payne@urbanutilities.com.au>, Angus, Laura <Laura.Angus@pmc.gov.au>, lehland.crawford@urbanutilities.com.au <lehland.crawford@urbanutilities.com.au>, gerard.pender@urbanutilities.com.au <gerard.pender@urbanutilities.com.au>, Bruce Barbour <Bruce.Barbour@ccc.qld.gov.au>, david.brooker@urbanutilities.com.au <david.brooker@urbanutilities.com.au>, chris.bulloch@urbanutilities.com.au <chris.bulloch@urbanutilities.com.au>, andrea.kenafake@urbanutilities.com.au <andrea.kenafake@urbanutilities.com.au>, carmel.krogh@urbanutilities.com.au <carmel.krogh@urbanutilities.com.au>, jo.johnstone@urbanutilities.com.au <jo.johnstone@urbanutilities.com.au>, james.dymock@urbanutilities.com.au <james.dymock@urbanutilities.com.au>, lucia.cade@urbanutilities.com.au <lucia.cade@urbanutilities.com.au>, mark.gray@urbanutilities.com.au <mark.gray@urbanutilities.com.au>, martine.watson@urbanutilities.com.au <martine.watson@urbanutilities.com.au>, peter.hyland@urbanutilities.com.au <peter.hyland@urbanutilities.com.au>, phillip.strachan@urbanutilities.com.au <phillip.strachan@urbanutilities.com.au>, Spyrou, Arthur <Arthur.Spyrou@pmc.gov.au>, shane.morgan@urbanutilities.com.au <shane.morgan@urbanutilities.com.au>, Purra Riikka (VM) <riikka.purra@gov.fi>, dan.purdie@ministerial.qld.gov.au <dan.purdie@ministerial.qld.gov.au>, Hippe Marcus Christiansen

<Marcus-Christiansen.Hippe@fin.dep.no>, Rif Inessa (VM) <inessa.rif@gov.fi>, Anika.Wells.MP@aph.gov.au <Anika.Wells.MP@aph.gov.au>, Gavin.Pearce.MP@aph.gov.au <Gavin.Pearce.MP@aph.gov.au>, Hastie, Andrew (MP) <Andrew.Hastie.MP@aph.gov.au>, Bowen, Chris (MP) <Chris.Bowen.MP@aph.gov.au>, MP Epsom <MPEpsom@parliament.govt.nz>, David.Littleproud.MP@aph.gov.au <David.Littleproud.MP@aph.gov.au>, Bridget.Archer.MP@aph.gov.au <Bridget.Archer.MP@aph.gov.au>, Kate.Chaney.MP@aph.gov.au <Kate.Chaney.MP@aph.gov.au>, Melissa.McIntosh.MP@aph.gov.au <Melissa.McIntosh.MP@aph.gov.au>, Milton.Dick.MP@aph.gov.au <Milton.Dick.MP@aph.gov.au>, Richard.Marles.MP@aph.gov.au <Richard.Marles.MP@aph.gov.au>, Russell.Broadbent.MP@aph.gov.au <Russell.Broadbent.MP@aph.gov.au>, Tehan, Dan (MP) <Dan.Tehan.MP@aph.gov.au>, D.Seymour@ministers.govt.nz <D.Seymour@ministers.govt.nz>, Christopher Luxon (MIN) <C.Luxon@ministers.govt.nz>, Mohamed Jawad Shalo <Mohamed.Shalo@amlctf.gov.ae>, Ali Khadem Al Mehairi <ali.almehairi@adgm.com>, Khalid Ghazi Ali Ahmed Alaseeri <khalid.alaseeri@mofa.gov.ae>, Nooh Saleh Ahmed AlHammadi <nooh.alhammadi@mofa.gov.ae>, emmanuel.givanakis@adgm.com <emmanuel.givanakis@adgm.com>, Diwan Protocol <Protocol@diwan.dubai.gov.ae>, customer.s@moj.gov.ae <customer.s@moj.gov.ae>, Kennedy, Steven <Steven.Kennedy@pmc.gov.au>, Sheehan, Tony <Tony.Sheehan@pmc.gov.au>
CC: rikidahm <rikidahm@proton.me>, rhondaannknyvett@proton.me <rhondaannknyvett@proton.me>

> On Tuesday, 9 December 2025 at 9:15 AM, Paul Arnold <Paul.Arnold@urbanutilities.com.au> wrote:
>
> > Your message
> >
> > To: Paul Arnold
> > Subject: Fw: Erga Omnes & Jus Cogens Violations — UNCAC • UNTOC • ICCPR • CAT • CRC • CEDAW • CRPD • Genocide Convention • Rome Statute Arts 7/27/70/86 • Vienna Conventions (Arts 26–27 & Art 77 Depositary Trigger) • Hague Framework • FATF 1–40 • Egmont • OECD A...
> > Sent: Tuesday, 9 December 2025 9:06:38 am (UTC+10:00) Brisbane
> >
> > was read on Tuesday, 9 December 2025 9:14:57 am (UTC+10:00) Brisbane.
>
> ---
> message/disposition-notification
> ---

Final-recipient: RFC822;
Paul.Arnold@urbanutilities.com.au
Disposition: automatic-action/MDN-sent-automatically; displayed
X-MSExch-Correlation-Key:
Z/oDOXJRQ0S+m/bYmr6+8Q==
Original-Message-ID:
<r5lGWugfK_342NO7MN5WKLUZTx-ZTQm6Xs80DaXwPKPDcmH6QhoqzfBJbz5amy1vXDtw36jy7ARIloGNXZl-mpAd33W7WZz3tgumztKDlKs=@proton.me>
X-Display-Name: Paul Arnold

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

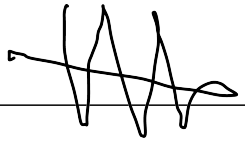
Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-5"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.



Signed: Hannah Limberger-Forte



Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

From: Scott Ireland
Sent: Friday, 12 December 2025 2:30 PM
To: Riki Dahm; rikidahm84@gmail.com
Cc: Lehland Crawford
Subject: Riki Dahm leave

Hi Riki,

Lehland is on days off and I am just checking in on you. How are you?

We haven't had any contact from your work contact email/phone number or from the personal email/phone number we have on record for you since your email on 13 November where you requested domestic and family violence leave. We are worried about you mate and would appreciate hearing from you so that we can try and support you.

I know Lehland let you know that the paid DFV leave came to an end on 1 December. We can't authorise access to your annual or personal leave without your consent, so please let us know whether you need more time off work and if you do, what leave you want us to use.

You have a little over 384 hours of annual leave available to you.

You may be able to access your personal/carer's leave if you are providing care to a family or household member who requires support because of an illness or injury. For personal/carer's leave that exceeds 2 days, you will need to provide a medical certificate. You have a little under 237 hours of personal/carer's leave accrued.

I am going on leave today for the end of year break, so can you please reply to Lehland (copied in) with the leave you want to access, the period you will need it for, and any other information (e.g., medical certificate if you need personal/carer's leave). We will have to keep you on leave without pay if you don't advise us what leave type you want to access.

If you are returning to shift, please also let Lehland know. We will work with you to support you however we can, so please reply to this email or give Lehland a call.

I hope you are safe and well, and that we hear back from you soon.

Thanks,

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

| **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au

www.urbanutilities.com.au

UrbanUtilities



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

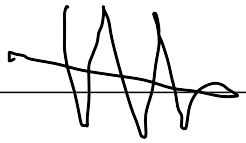
Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-6"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.



Signed: Hannah Limberger-Forte



Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

From: Scott Ireland
Sent: Wednesday, 14 January 2026 2:53 PM
To: Riki Dahm; rikidahm84@gmail.com
Cc: Lehland Crawford
Subject: Urban Utilities

Hi Riki,

I have attempted to phone you, and I have left a voicemail message. Can you please call Lehland or I as a matter of urgency, within the next 24 hours?

Since 13 November 2025, we have made several attempts to contact you. Specifically, we have sent emails to the email address we have on your employee file (rikidahm84@gmail.com) and to your @urbanutilities email address on 21, 27 November and 12 December 2025. We have also attempted to reach you on the mobile phone number on your employee file during this time.

We have not heard back from you, and because of that, your absence from Urban Utilities has been unauthorised since 2 December 2025.

We are concerned for you, Riki. Please get back in touch with Lehland or I by 22 January 2026 and let us know whether you are intending to return to work or whether you want to make a request for leave.

If we don't hear from you by return email or phone call by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your employment ends because you have been deemed to have abandoned your employment, then you will be paid your statutory entitlements and notice period in lieu.

I hope we hear from you Riki.

Thanks,

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

| **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au
www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

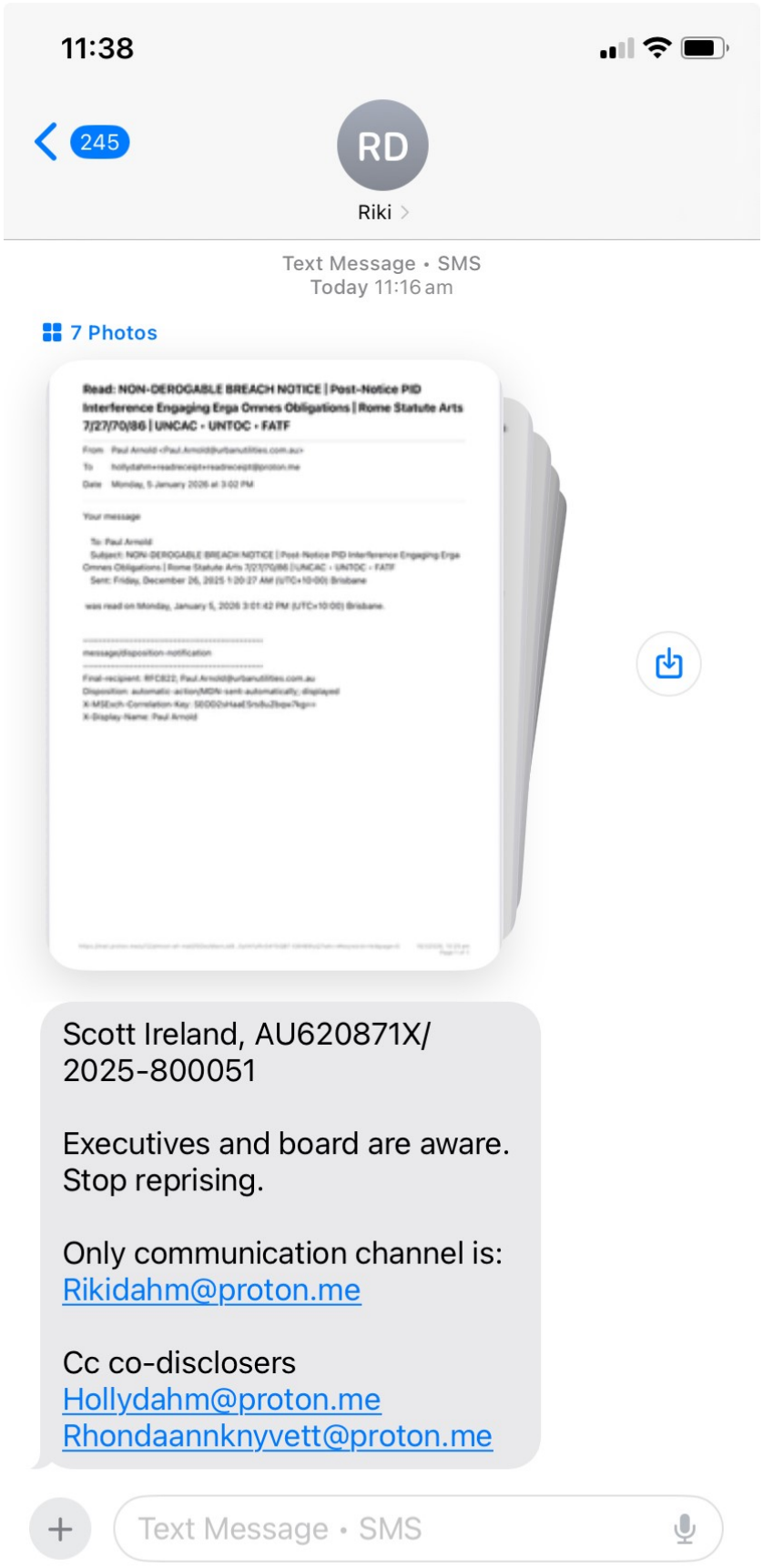
WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-7"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.

Signed: Hannah Limberger-Forte

Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111


11:38
245
RD
Riki
Text Message • SMS
Today 11:16 am
7 Photos
Read: NON-DEROGABLE BREACH NOTICE | Post-Notice PID Interference Engaging Erga Omnes Obligations | Rome Statute Arts 7/27/70/86 | UNCAC • UNTOC • FATF
Scott Ireland, AU620871X/ 2025-800051
Executives and board are aware. Stop reprising.
Only communication channel is: Rikidahm@proton.me
Cc co-disclosers
Hollydahm@proton.me
Rhondaannknyvett@proton.me
Text Message • SMS

5 Jan 26 PAUL ARNOLD CEO Done

1 of 1

Read: NON-DEROGABLE BREACH NOTICE | Post-Notice PID Interference Engaging Erga Omnes Obligations | Rome Statute Arts 7/27/70/86 | UNCAC - UNTOC - FATF

From: Paul Arnold <Paul.Arnold@urbanutilities.com.au>

To: hollydahm+readreceipt+readreceipt@proton.me

Date: Monday, 5 January 2026 at 3:02 PM

Your message

To: Paul Arnold
Subject: NON-DEROGABLE BREACH NOTICE | Post-Notice PID Interference Engaging Erga Omnes Obligations | Rome Statute Arts 7/27/70/86 | UNCAC - UNTOC - FATF
Sent: Friday, December 26, 2025 1:20:27 AM (UTC+10:00) Brisbane

was read on Monday, January 5, 2026 3:01:42 PM (UTC+10:00) Brisbane.

---

message/disposition-notification

Final-recipient: RFC822; Paul.Arnold@urbanutilities.com.au
Disposition: automatic-action/MDN-sent-automatically; displayed
X-MSExch-Correlation-Key: SDDDdHaaESnBuZbqw7kg==
X-Display-Name: Paul Arnold


11:10
HLF - 7
Read-Carmel Krogh Empl...
Done
1 of 1


11:10
HLF - 7
Read-Chris Bulloch Emplo...
Done
1 of 1


Read-Paul Arnold Urban U...
Done


11:10
Read-David Brooker Empl...
Done
1 of 1


11:10
HLF - 7
Read-Gerard Pender Empl...
Done
1 of 1


11:10
HLF - 7
Read-Paul Vincent Employ...
Done
1 of 1

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-8"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.

Signed: Hannah Limberger-Forte

Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

From: Scott Ireland
Sent: Friday, 16 January 2026 11:18 AM
To: rikidahm
Subject: FW: Urban Utilities

Hi Riki,

Thank you for your text message. It is good to hear from you after so long. I hope you're doing okay.

I need to confirm whether you are intending to return to work. Your absence from Urban Utilities has been unauthorised since 2 December. If you require leave from work, please let me know. You have 392.07 hours of annual leave available.

If you are ill or injured, or caring for an immediate family or household member who is ill or injured, then you may be able to access personal leave. You have 242.26 hours of personal leave available.

If you do not intend to return to work, please let me know so that we can take the next steps.

Please let me know by 22 January 2026. If we don't hear from you with confirmation of what leave you are taking, or when you intend to return to work, by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your employment ends because you have been deemed to have abandoned your employment, then you will be paid your statutory entitlements and notice period in lieu.

Looking forward to hearing from you as outlined above.

Thanks,

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

| **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au
www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

From: Scott Ireland
Sent: Wednesday, 14 January 2026 2:53 PM
To: Riki Dahm <Riki.Dahm@urbanutilities.com.au>; rikidahm84@gmail.com
Cc: Lehland Crawford <Lehland.Crawford@urbanutilities.com.au>
Subject: Urban Utilities

Hi Riki,

I have attempted to phone you, and I have left a voicemail message. Can you please call Lehland or I as a matter of urgency, within the next 24 hours?

Since 13 November 2025, we have made several attempts to contact you. Specifically, we have sent emails to the email address we have on your employee file (rikidahm84@gmail.com) and to your @urbanutilities email address on 21, 27 November and 12 December 2025. We have also attempted to reach you on the mobile phone number on your employee file during this time.

We have not heard back from you, and because of that, your absence from Urban Utilities has been unauthorised since 2 December 2025.

We are concerned for you, Riki. Please get back in touch with Lehland or I by 22 January 2026 and let us know whether you are intending to return to work or whether you want to make a request for leave.

If we don't hear from you by return email or phone call by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your employment ends because you have been deemed to have abandoned your employment, then you will be paid your statutory entitlements and notice period in lieu.

I hope we hear from you Riki.

Thanks,

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

| **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au
www.urbanutilities.com.au



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

IN THE FAIR WORK COMMISSION
FWC Matter No.: C2026/1693

Applicant: Riki Dahm
and
Respondent: Central Seq Distributor - Retailer Authority

WITNESS STATEMENT OF HANNAH LIMBERGER-FORTE

This is the attachment marked **"HLF-9"** referred to in the statement of Hannah Limberger-Forte made on 13 May 2026.

Signed: Hannah Limberger-Forte

Witness

Address for Service: Ashurst Australia
Level 38, 123 Eagle Street
Brisbane QLD 4000
Tel: 07 3259 7000 Fax: 07 3259 7111

From: HR Services <HR.Services@urbanutilities.com.au>
Sent: Friday, 23 January 2026 1:35 PM
To: rikidahm@proton.me
Subject: IMPORTANT: Private and confidential correspondence regarding your employment with Urban Utilities

PRIVATE AND CONFIDENTIAL

Dear Mr Dahms,

Please find **attached** correspondence regarding your employment with Urban Utilities.

Please note that the attached correspondence includes instructions for how Urban Utilities will recover company property from you today. It is important that you read the attached instructions carefully.

Urban Utilities understand that this correspondence may upsetting. Our Employee Assistance Program (Centre for Corporate Health) remains available to support and assist you. Their service is available 24/7 by calling 1800 959 956.

Kind regards,

1

Urban Utilities



IN THE FAIR WORK COMMISSION

Matter No: C2026/1693

Applicant:
Mr Riki Dahm

Respondent:
Central SEQ Distributor-Retailer Authority t/a Urban Utilities

APPLICANT'S OUTLINE OF SUBMISSIONS IN RESPONSE TO JURISDICTIONAL OBJECTION

A. ORDERS SOUGHT

1. The Applicant seeks the following orders:

(a) the Respondent's jurisdictional objection be dismissed;

(b) the Commission determine that the Applicant was dismissed within the meaning of s 386(1)(a) of the Fair Work Act 2009 (Cth) ("FW Act");

(c) the matter proceed pursuant to s 368 of the FW Act; and

(d) such further or other orders as the Commission considers appropriate.

B. OVERVIEW

2. The Respondent's jurisdictional objection depends upon the proposition that the Applicant's employment relationship had already ended independently of employer initiative before the Respondent implemented termination on 23 January 2026.
3. The Respondent's own materials establish the opposite.
4. The Respondent:

(a) issued formal termination correspondence dated 23 January 2026;

(b) stated that the Applicant's "employment will be concluded effective immediately";

(c) stated that notice would be paid in lieu;

(d) processed final termination pay and accrued entitlements;

(e) arranged recovery of company property;

(f) repeatedly warned that Urban Utilities may terminate employment in the future if clarification was not received; and

(g) admitted within its Form F8A that it "took actions to terminate the employment contract".

5. Those matters are inconsistent with the proposition that the employment relationship had already automatically ceased independently of employer initiative.
6. The statutory issue arising under ss 365, 368 and 386 of the FW Act is whether the Applicant's employment ended at the initiative of the employer.
7. That issue is not resolved by retrospective labels including abandonment, repudiation, renunciation, or acceptance of repudiation.
8. An asserted reason for termination is not proof that no termination occurred.
9. Properly characterised, the Respondent's jurisdictional objection attempts to collapse an asserted justification for termination into a denial that termination occurred.
10. The FW Act does not support that collapse.
11. The Respondent's own contemporaneous conduct demonstrates that Urban Utilities considered:

(a) the employment relationship remained extant;

(b) continuation remained possible;

(c) future employer decision-making remained necessary; and

(d) termination still required employer implementation.

12. The Commission should determine the issue by reference to practical reality, operative causation, and the Respondent's own conduct at the relevant time.

C. STATUTORY FRAMEWORK

13. Section 365 of the FW Act permits an application where a person alleges dismissal in contravention of Part 3-1.

14. Section 368 requires the Commission to deal with the dispute where the statutory preconditions are enlivened.
15. Section 386(1)(a) relevantly provides that a person has been dismissed if:

"the person's employment with his or her employer has been terminated on the employer's initiative."

16. Section 577 requires the Commission to perform its functions and exercise powers in a manner that is fair and just, quick, informal, open and transparent, and avoids unnecessary technicalities.
17. Sections 589, 590 and 591 confer broad procedural powers upon the Commission.
18. Those provisions do not permit the statutory inquiry under s 386 to be displaced merely by accepting retrospective characterisation advanced by one party.
19. As the party pressing the jurisdictional objection, the Respondent must identify the factual and legal basis upon which it contends the Commission's jurisdiction is not enlivened.
20. The relevant question is whether, in practical reality, the employment relationship ended through operative conduct of the employer.

D. COMMISSION DIRECTIONS AND ISSUE FOR DETERMINATION

21. The Commission's Notice of Listing and Directions dated 7 May 2026 states:

"This matter has been allocated to Commissioner Durham to determine the Respondent's jurisdictional objection that the Applicant was not dismissed, as required by Coles Supply Chain Pty Ltd v Milford [2020] FCAFC 152."

22. The Directions identify the operative jurisdictional issue as whether the Applicant "was dismissed".
23. The Directions do not proceed upon the basis that abandonment has already been established.
24. The Directions do not proceed upon the basis that the employment relationship conclusively ended independently of employer action.
25. The Commission directed the filing of outlines of submissions, witness statements, documentary evidence, and a determinative conference or hearing.

26. That procedural architecture recognises that the issue requires evidentiary and legal determination.
27. The Commission's task is not to identify the Respondent's preferred label.
28. The Commission must determine the operative factual mechanism by which the employment relationship ended.

E. GOVERNING AUTHORITIES

29. In Coles Supply Chain Pty Ltd v Milford [2020] FCAFC 152, the Full Court confirmed that the Commission must determine antecedent jurisdictional questions concerning whether dismissal occurred before proceeding pursuant to s 368.
30. Milford requires determination of the issue. It does not determine the substantive answer in favour of the Respondent.
31. Milford does not alter the statutory test under s 386(1)(a), reverse the practical inquiry into employer initiative, or permit the Respondent's asserted characterisation of abandonment, repudiation, or renunciation to be treated as determinative.
32. In Mohazab v Dick Smith Electronics Pty Ltd (No 2) (1995) 62 IR 200, the Court emphasised practical causation and whether the employee would have remained employed absent employer action.
33. In O'Meara v Stanley Works Pty Ltd [2006] AIRC 496, the Full Bench identified that the inquiry requires examination of all circumstances, including whether employer action was intended to bring the employment relationship to an end or had the probable result of doing so.
34. In Visscher v Giudice [2009] HCA 34, the High Court confirmed that repudiation does not itself terminate contractual relations absent acceptance.
35. In Koompahtoo Local Aboriginal Land Council v Sanpine Pty Ltd [2007] HCA 61, the High Court confirmed that repudiation gives rise to a right of election.
36. In Khayam v Navitas English Pty Ltd [2017] FWCFB 5162, the Full Bench confirmed that the inquiry under s 386 concerns termination of the employment relationship rather than merely contractual analysis.
37. In Sharpe v MCG Group Pty Ltd [2010] FWA 2357, an abandonment argument was rejected where the employer's conduct amounted to termination at the initiative of the employer.

38. The Fair Work Commission Benchbook concerning "Termination at the initiative of the employer" identifies that the inquiry concerns practical causation and whether employer conduct directly and consequentially resulted in the ending of employment.
39. The authorities consistently require examination of operative causation and practical reality.
40. They do not permit dismissal jurisdiction to be avoided merely by retrospectively characterising operative employer termination conduct as passive recognition of an allegedly pre-existing cessation.

F. RESPONDENT'S OWN MATERIALS AND OPERATIVE CONDUCT

41. The Respondent's own material records that the Respondent "took actions to terminate the employment contract".
42. The Respondent's Outline also characterises the 23 January 2026 conduct as "acceptance" of alleged repudiation.
43. That characterisation materially undermines any contention that the Respondent merely observed a relationship already independently concluded.
44. Acceptance is operative conduct.
45. Acceptance necessarily involves employer election, employer decision-making, and employer implementation.
46. Even if repudiatory conduct were assumed at highest against the Applicant, the employment relationship did not end for the purposes of s 386 until the Respondent elected to accept the alleged repudiation and implemented the ending of the relationship.
47. The chronology before the Commission includes:

(a) 14 January 2026: the Respondent advised that it was considering terminating employment due to abandonment;

(b) 14 January 2026: the Respondent imposed a response deadline;

(c) 15 January 2026: the Applicant communicated and identified an updated communication pathway;

(d) 16 January 2026: the Respondent acknowledged the communication and imposed a further deadline;

(e) 23 January 2026: the Respondent concluded employment effective immediately and implemented payment in lieu;

(f) on or about 27 January 2026: final payroll and accrued entitlement processing occurred; and

(g) following termination implementation: company property recovery arrangements were actioned.

48. That chronology is inconsistent with:

(a) automatic cessation;

(b) self-executing abandonment;

(c) passive observation of an already-ended relationship; or

(d) irreversible termination occurring independently of employer action.

49. Instead, the chronology demonstrates:

(a) continuing assessment;

(b) continuing communication;

(c) continuing employer-controlled process;

(d) continuing employer election; and

(e) operative employer implementation of termination.

50. A relationship already concluded independently of employer action would not ordinarily require:

(a) warning correspondence;

(b) further deadlines;

(c) employer assessment;

(d) employer election;

(e) termination implementation;

(f) payment in lieu processing;

(g) final payroll implementation;

(h) accrued entitlement payout; or

(i) property recovery implementation.

51. The Respondent's conduct demonstrates that, between 14 January 2026 and 23 January 2026, the employment relationship remained capable of continuation pending further Respondent decision-making.
52. The 23 January 2026 correspondence did not merely record historical fact.
53. It stated that employment "will be concluded effective immediately" and that notice in lieu and final entitlements "will be paid".
54. That language is prospective, operative, and causative.
55. The Respondent's own email dated 16 January 2026 stated:

"Thank you for your text message. It is good to hear from you after so long,"

thereby acknowledging the Applicant's communication and continuing the employment process through the nominated communication pathway.

56. The Respondent's 23 January 2026 correspondence was transmitted through the same nominated communication pathway and described itself as correspondence regarding the Applicant's employment, while also implementing same-day property recovery arrangements.
57. The Respondent's conduct communicated and implemented employer-controlled consequences.
58. That conduct is inconsistent with passive recognition of a relationship said to have already concluded independently of employer conduct.
59. Those acts were not merely administrative consequences flowing from a pre-existing automatic cessation.
60. They constituted operative employer conduct directly and consequentially resulting in the ending of the employment relationship.

G. RESPONSE TO RESPONDENT'S SUBMISSIONS

61. The Respondent's Outline repeatedly attempts to characterise the issue as whether the Applicant's conduct justified termination.
62. That is not the statutory question arising under s 386.
63. Even if the Respondent's factual assertions were accepted at highest, the Respondent's own chronology still establishes operative employer conduct bringing the employment relationship to an end.
64. The Respondent's own submissions confirm:

(a) continuing assessment;

(b) continuing communication;

(c) future conditional termination warnings;

(d) continuing employer election; and

(e) acceptance and implementation of termination on 23 January 2026.

65. The Respondent's submissions therefore establish, at highest, an asserted reason for termination.
66. They do not establish that the employment relationship had already ended independently of the Respondent's operative conduct.
67. The Respondent's own theory necessarily depends upon employer acceptance of alleged repudiation.
68. Acceptance is not legal irrelevance.
69. Acceptance is operative employer conduct.
70. The same conduct said by the Respondent to "accept" alleged repudiation is the conduct which, in practical reality, ended the employment relationship.
71. The Respondent cannot simultaneously contend:

(a) that it accepted alleged repudiation and implemented termination consequences;

while also contending

(b) that no operative employer termination occurred.

72. Those propositions cannot be reconciled.
73. The Respondent's own chronology is inconsistent with the proposition that the employment relationship had already ended before 23 January 2026.
74. The Applicant's conduct was not an unequivocal renunciation of the employment relationship.

H. FINAL POSITION

75. The Respondent's own material establishes that:

(a) the Applicant remained employed pending Respondent decision-making;

(b) the Respondent continued exercising control over continuation of employment;

(c) the Respondent reserved to itself the future decision whether employment would continue;

(d) the Respondent ultimately implemented termination; and

(e) the employment relationship ended because the Respondent operationalised and communicated termination on 23 January 2026.

76. The Respondent's jurisdictional objection improperly attempts to transform an asserted reason for termination into an assertion that no termination occurred.
77. The FW Act does not support that collapse.
78. Properly characterised, the Applicant's employment ended because the Respondent decided to terminate it and implemented that decision.
79. The Respondent's own contemporaneous conduct is irreconcilable with the proposition that the employment relationship had already ceased independently of employer initiative before the Respondent acted.
80. The Applicant was therefore dismissed within the meaning of s 386(1)(a) of the FW Act.
81. The Respondent's jurisdictional objection should be dismissed.
82. The matter should proceed pursuant to s 368 of the FW Act.

AUTHORITIES RELIED UPON

1. Fair Work Act 2009 (Cth), ss 365, 368, 386, 577, 589, 590 and 591.
2. Coles Supply Chain Pty Ltd v Milford [2020] FCAFC 152.

3. Mohazab v Dick Smith Electronics Pty Ltd (No 2) (1995) 62 IR 200.
4. O'Meara v Stanley Works Pty Ltd [2006] AIRC 496.
5. Visscher v Giudice [2009] HCA 34.
6. Koompahtoo Local Aboriginal Land Council v Sanpine Pty Ltd [2007] HCA 61.
7. Khayam v Navitas English Pty Ltd [2017] FWCFB 5162.
8. Sharpe v MCG Group Pty Ltd [2010] FWA 2357.
9. Fair Work Commission Benchbook: "Termination at the initiative of the employer".

DOCUMENTS TO BE RELIED UPON

1. Applicant's Form F8.
2. Respondent's Form F8A dated 6 March 2026.
3. Respondent's Form F48 jurisdictional objection material.
4. Respondent's Form F53 dated 29 April 2026.
5. Respondent's Outline of Submissions dated 13 May 2026.
6. Witness Statement of Hannah Limberger-Forte dated 13 May 2026.
7. Notice of Listing and Directions dated 7 May 2026.
8. Respondent correspondence dated 14 January 2026.
9. Applicant communication dated 15 January 2026.
10. Respondent acknowledgement correspondence dated 16 January 2026.
11. Respondent termination correspondence dated 23 January 2026.
12. Final payslip and payroll records issued on or about 27 January 2026.
13. Evidence of payment in lieu and accrued entitlement payout.
14. Evidence of company property recovery arrangements.
15. Relevant provisions of the Urban Utilities Operational and Field Employees' Enterprise Agreement 2025, including clauses 3.6, 3.7 and 3.9.
16. Relevant procedural correspondence concerning filing, service, and communication pathways.

Dated: 18 May 2026



Riki Dahm
Applicant

IN THE FAIR WORK COMMISSION

Matter No: C2026/1693

Applicant:
Mr Riki Dahm

Respondent:
Central SEQ Distributor-Retailer Authority t/a Urban Utilities

WITNESS STATEMENT OF RIKI DAHM

I, Riki Dahm, say as follows:

1. I am the Applicant in this proceeding.
2. Unless otherwise stated, the matters in this statement are within my own knowledge and are true and correct.
3. I was employed by the Respondent as a Water Industry Worker.
4. On 14 January 2026, the Respondent sent correspondence stating that it was considering terminating my employment by reason of alleged abandonment of employment.
5. A copy of the Respondent's correspondence dated 14 January 2026 is attached and marked "RD-1".
6. On 15 January 2026, I sent a communication to the Respondent identifying my updated communication pathway.
7. A copy of my communication dated 15 January 2026 is attached and marked "RD-2".
8. On 16 January 2026, the Respondent acknowledged my communication and continued corresponding with me using that communication pathway.
9. A copy of the Respondent's correspondence dated 16 January 2026 is attached and marked "RD-3".
10. I did not resign from my employment.
11. I did not communicate an intention never to return to employment.
12. I did not communicate that I considered my employment relationship to have ended.
13. At all material times prior to 23 January 2026, the Respondent continued communicating with me concerning whether my employment would continue.
14. Prior to 23 January 2026, the Respondent continued imposing deadlines, seeking clarification, and communicating future consequences concerning my employment.
15. On 23 January 2026, the Respondent sent me correspondence stating that my employment:

"will be concluded effective immediately".

C/- JP Branch
Lvl 6/154 Melbourne Street
South Brisbane QLD 4101
Ph: 1300 301 147
E: jp@justice.qld.gov.au

74 68

16. The Respondent's correspondence further stated that notice would be paid in lieu and that final entitlements would be processed.
17. A copy of the Respondent's correspondence dated 23 January 2026 is attached and marked "RD-4".

Rory Stephen Carrick JP(Qual)

18. Following the 23 January 2026 correspondence, the Respondent processed final payroll and accrued entitlements.
19. Copies of payroll and entitlement records are attached and marked "RD-5".
20. The Respondent also undertook steps associated with implementation of termination, including recovery of company property.
21. At no time prior to 23 January 2026 did I understand my employment relationship to have automatically ceased independently of Respondent action.
22. At no time prior to 23 January 2026 did the Respondent communicate to me that my employment had already automatically terminated without further employer action.
23. I make this statement in support of my response to the Respondent's jurisdictional objection.

Signed:

Riki Dahm

The Applicant

Dated: 14 May 2026

Signed:

Witness Rory Stephen Carrick JP(Qual)

JUSTICE OF THE PEACE (QUALIFIED) QUEENSLAND GOVERNMENT Reg.No.: 13771 DEPT. OF JUSTICE & ATTORNEY-GENERAL

Dated: 14 May 2026

C/- JP Branch
Lvl 6/154 Melbourne Street
South Brisbane QLD 4101
Ph: 13~~00 301 147~~ 7468
E: jp@justice.qld.gov.au

Rory Stephen Carrick JP(Qual)

page of 2

Annexure RD-1

Gmail

Riki Dahm <rikidahm84@gmail.com>

Urban Utilities

1 message

Scott Ireland <Scott.Ireland@urbanutilities.com.au> Wed, Jan 14, 2026 at 2:52 PM
To: Riki Dahm <Riki.Dahm@urbanutilities.com.au>, "rikidahm84@gmail.com" <rikidahm84@gmail.com>
Cc: Lehland Crawford <Lehland.Crawford@urbanutilities.com.au>

Hi Riki,

I have attempted to phone you, and I have left a voicemail message. Can you please call Lehland or I as a matter of urgency, within the next 24 hours?

Since 13 November 2025, we have made several attempts to contact you. Specifically, we have sent emails to the email address we have on your employee file (rikidahm84@gmail.com) and to your @urbanutilities email address on 21, 27 November and 12 December 2025. We have also attempted to reach you on the mobile phone number on your employee file during this time.

We have not heard back from you, and because of that, your absence from Urban Utilities has been unauthorised since 2 December 2025.

We are concerned for you, Riki. Please get back in touch with Lehland or I by 22 January 2026 and let us know whether you are intending to return to work or whether you want to make a request for leave.

If we don't hear from you by return email or phone call by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your employment ends because you have been deemed to have abandoned your employment, then you will be paid your statutory entitlements and notice period in lieu.

I hope we hear from you Riki.

Thanks,

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

I **M:** 0437 717 403

Annexure RD-1

E: Scott.Ireland@urbanutilities.com.au

www.urbanutilities.com.au

Urban Utilities



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

Annexure RD-2

11:19

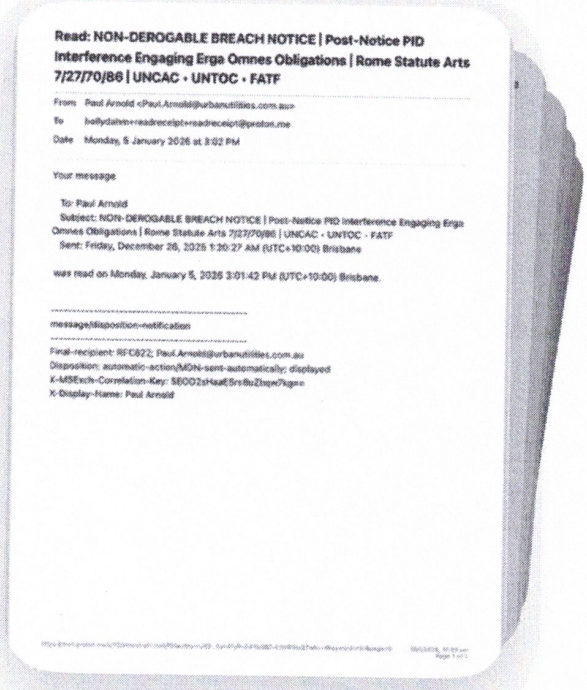
5G 79

SU

Scott Ireland Area Manager ›

Text Message • SMS
Thu, 15 Jan at 11:15 am

7 Photos



Read: NON-DEROGABLE BREACH NOTICE | Post-Notice PID Interference Engaging Erga Omnes Obligations | Rome Statute Arts 7/27/70/86 | UNCAC • UNTOC • FATF

From Paul Arnold <Paul.Arnold@urbanutilities.com.au>
To hollydahm+readreceipt+readreceipt@proton.me
Date Monday, 5 January 2026 at 3:02 PM

Your message

To: Paul Arnold
Subject: NON-DEROGABLE BREACH NOTICE | Post-Notice PID Interference Engaging Erga Omnes Obligations | Rome Statute Arts 7/27/70/86 | UNCAC • UNTOC • FATF
Sent: Friday, December 26, 2025 1:20:27 AM (UTC+10:00) Brisbane

was read on Monday, January 5, 2026 3:01:42 PM (UTC+10:00) Brisbane.

message/dispositon-notification

Final-recipient: RFC822; Paul.Arnold@urbanutilities.com.au
Disposition: automatic-action/MDN-sent-automatically; displayed
X-MSExch-Correlation-Key: SBOO2sHaaE5rs8uZlqw7kg==
X-Display-Name: Paul Arnold

11:15 am

Scott Ireland, AU620871X/ 2025-800051

Executives and board are aware. Stop reprising.

Only communication channel is:
Rikidahm@proton.me

Cc co-disclosers
Hollydahm@proton.me
Rhondaannknyvett@proton.me

11:15 am

+ Text Message • SMS

Annexure KD-3

FW: Urban Utilities

From: **Scott Ireland**
Scott.Ireland@urbanutilities.com.au

To: **rikidahm**
rikidahm@proton.me

On: **Friday 16 January 2026 at 11:18:14 am**

Hi Riki,

Thank you for your text message. It is good to hear from you after so long. I hope you're doing okay.

I need to confirm whether you are intending to return to work. Your absence from Urban Utilities has been unauthorised since 2 December. If you require leave from work, please let me know. You have 392.07 hours of annual leave available.

If you are ill or injured, or caring for an immediate family or household member who is ill or injured, then you may be able to access personal leave. You have 242.26 hours of personal leave available.

If you do not intend to return to work, please let me know so that we can take the next steps.

Please let me know by 22 January 2026. If we don't hear from you with confirmation of what leave you are taking, or when you intend to return to work, by this date, then Urban Utilities will consider that you have abandoned your employment and will proceed to terminate your employment. If your employment ends because you have been deemed to have abandoned your employment, then you will be paid your statutory entitlements and notice period in lieu.

Looking forward to hearing from you as outlined above.

Thanks,

Scott Ireland
Manager Civil Delivery
Operations and Maintenance

I **M:** 0437 717 403
E: Scott.Ireland@urbanutilities.com.au
www.urbanutilities.com.au

UrbanUtilities



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

Annexure RD-4

UrbanUtilities

23 January 2026

Private and Confidential

Riki Dahm
[redacted]
Bracken Ridge QLD 4017

By email: rikidahm@proton.me

Dear Riki

Termination of your employment with Urban Utilities

We refer to your employment with Urban Utilities, which commenced on 25 January 2020.

You are employed as a Water Industry Worker and your employment is underpinned by the *Urban Utilities Operational and Field Employees' Enterprise Agreement* ('**Enterprise Agreement**').

Since 13 November 2025, we have made multiple attempts to contact you. We have also attempted to contact your nominated emergency contacts.

Since 2 December 2025, your absence from Urban Utilities has been unauthorised.

Clause 3.11 of the Enterprise Agreement provides that if an employee is "*absent from work for a continuous period exceeding three (3) working days without consent of Urban Utilities and without reasonable notification to Urban Utilities, and Urban Utilities has made all reasonable attempts to contact [the employee] (including all nominated contacts) this is evidence that [the employee] has abandoned [their] employment*".

On 14 January 2026, you were advised in writing that Urban Utilities were considering terminating your employment by reason of abandonment of employment. You were provided 7 days to respond and advise whether you were intending to return to work or whether you wanted to request access to your paid leave entitlements.

On 15 January 2026, you sent a text message which advised of a change to your preferred email address. The text message did not clarify your intentions or request leave.

On 16 January 2026, an email was sent to your updated email address confirming receipt of the text message and advising that Urban Utilities required you to confirm whether you were intending to return to work or request access to your paid leave entitlements by 22 January 2026.

In the 14 and 16 January correspondence, Urban Utilities advised that a failure to provide this clarity by 22 January 2026 would result in Urban Utilities terminating your employment due to your abandonment.

This letter serves to confirm that Urban Utilities have not received a response from you which satisfies our requirements. As such, your employment will be concluded effective immediately and you will be paid your notice period in lieu. Your final termination pay will include any outstanding wages and entitlements, including accrued annual leave entitlements.

Annexure RD-4

Urban Utilities has organised for a courier to collect all company property in your possession. The courier will attend your Bracken Ridge address **today between 3pm and 5pm**. Please place all company property in your possession in a box or neat pile outside the property front door for the courier to take. The company property you are required to return is a laptop, mobile phone, tablet. security card, airkey and all uniforms.

Employee Assistance Program

I wish to remind you that the Employee Assistance Program (Centre for Corporate Health) is available to support and assist you. This service is a free and confidential counselling and support service and may be reached by telephoning **1800 959 956.**

Confidentiality

Please remember that this letter is confidential. You must not discuss it with any other employee. If you have any questions about the contents of this letter, please do not hesitate to contact us by return email.

Yours sincerely

Urban Utilities
E: HR.Services@urbanutilities.com.au

Gmail Riki Dahm <rikidahm84@gmail.com>

Final Payslip - Riki Dahm 103153

PayrollServices <PayrollServices@urbanutilities.com.au> Tue, Jan 27, 2026 at 12:48 PM
To: "rikidahm84@gmail.com" <rikidahm84@gmail.com>
Cc: PayrollServices <PayrollServices@urbanutilities.com.au>

Hi Riki

Please find attached your Final payslip for Urban Utilities for the pay week ending Friday 23/01/2026. Please note, your leave payout is on page two of the document.

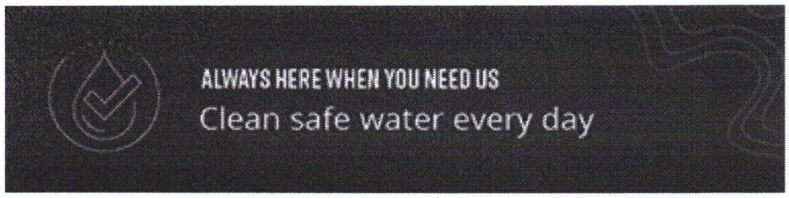
Kind regards,

Chloe Strong
Payroll Advisor
Finance

T: 07 3856 7363
E: Chloe.Strong@urbanutilities.com.au

www.urbanutilities.com.au

UrbanUtilities



Urban Utilities acknowledges the Traditional Custodians of the land on which we connect, share, and learn and we pay respects to Elders past and present as we work towards a more reconciled Australia.

Annexure RD-5

Final Payslip - 103153 Riki Dahm #869.pdf
78K

Annexure RD-5

Central SEQ Distributor-Retailer Authority T/A QLD Urban Utilities
LOCN: 31 Duncan Street

Staff: 103153

ABN 86673835011 PAYSLIP NUMBER: 1

Dahm R L
[redacted]
Bracken Ridge QLD 4017

PAY NO: 869 PAY DATE: 28 Jan 2026 BANK
PAY PERIOD 17 Jan 2026 TO 23 Jan 2026

OVERTIME PAID TO 23 Jan 2026 ANNUAL SALARY: 86647.60

Salary Class: WW1B
Title: Water Industry Worker
Award Desc: Level 1B WIW Unlicensed

COMPONENT	THIS PAY	YTD	DATE	HOURS	RATE
Leave Unap TIM	0.00		19 Jan 2026	9.50	
Leave Unap TIM	0.00		20 Jan 2026	9.50	
Leave Unap TIM	0.00		21 Jan 2026	9.50	
Leave Unap TIM	0.00		22 Jan 2026	9.50	
NETT	0.00	51174.75			

LEAVE TAKEN :

TYPE DESCRIPTION	START DATE	END DATE	HOURS TAKEN
UNAU Leave Unap	13 Jan 2026	13 Jan 2026	9.5000
UNAU Leave Unap	14 Jan 2026	14 Jan 2026	9.5000
UNAU Leave Unap	15 Jan 2026	15 Jan 2026	9.5000
UNAU Leave Unap	19 Jan 2026	19 Jan 2026	9.5000
UNAU Leave Unap	20 Jan 2026	20 Jan 2026	9.5000
UNAU Leave Unap	21 Jan 2026	21 Jan 2026	9.5000
UNAU Leave Unap	22 Jan 2026	22 Jan 2026	9.5000

Annexure RD-5

Central SEQ Distributor-Retailer Authority T/A QLD Urban Utilities
LOCN: 31 Duncan Street

Staff: 103153

ABN 86673835011 PAYSLIP NUMBER: 2

Dahm R L
[redacted]
Bracken Ridge QLD 4017

PAY NO: 869 PAY DATE: 28 Jan 2026 BANK
PAY PERIOD 17 Jan 2026 TO 23 Jan 2026
EXTRA PAY 16 Jan 2026 TO 16 Jan 2026
OVERTIME PAID TO 23 Jan 2026 ANNUAL SALARY: 86647.60

Salary Class: WW1B

Title: Water Industry Worker

Award Desc: Level 1B WIW Unlicensed

COMPONENT	THIS PAY	YTD	DATE	HOURS	RATE
Term M ANN ADJ	20351.45	20351.45			
GROSS	20351.45	70493.24			
TAXABLE	20351.45	68232.75			
TAX	6500.00	17058.00			
NETT	13851.45	51174.75			

LEAVE TAKEN :

TYPE DESCRIPTION	START DATE	END DATE	HOURS TAKEN
UNAU Leave Unap	13 Jan 2026	13 Jan 2026	9.5000
UNAU Leave Unap	14 Jan 2026	14 Jan 2026	9.5000
UNAU Leave Unap	15 Jan 2026	15 Jan 2026	9.5000
UNAU Leave Unap	19 Jan 2026	19 Jan 2026	9.5000
UNAU Leave Unap	20 Jan 2026	20 Jan 2026	9.5000
UNAU Leave Unap	21 Jan 2026	21 Jan 2026	9.5000
UNAU Leave Unap	22 Jan 2026	22 Jan 2026	9.5000

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Central SEQ Distributor-Retailer Authority Trading AS Urban Utilities
(AG2025/1045)

URBAN UTILITIES OPERATIONAL AND FIELD EMPLOYEES' ENTERPRISE AGREEMENT 2025

Water, sewerage and drainage services

COMMISSIONER DURHAM BRISBANE, 16 MAY 2025

Application for approval of the Urban Utilities Operational and Field Employees' Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the Urban Utilities Operational and Field Employees' Enterprise Agreement 2025 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Central SEQ Distributor-Retailer Authority Trading AS Urban Utilities (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] Noting clause 1.3.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Workers' Union (**AWU**), Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia 128V (CEPU) - Plumbing Division, Queensland Divisional Branch (**CEPU**), and Australian Municipal, Administrative, Clerical and Services Union ('The Services Union') (**ASU**) lodged their respective Form F18 statutory declarations giving notice under s.183 of the Act that each wants the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the AWU, CEPU and ASU.

[6] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

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<AE529059 PR787416>

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PART 1 – PRELIMINARY MATTERS

1.1 Title

This Agreement is known as the Urban Utilities Operational and Field Employees' Enterprise Agreement 2025 (**Agreement**).

1.2 Commencement

This Agreement will commence seven (7) days after it is approved by the FWC (**Commencement Date**). The nominal expiry date of this Agreement is three (3) years after the Commencement Date.

1.3 Agreement prevails

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

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

1.4 Coverage

1.4.1 This Agreement covers and applies to Urban Utilities and those Employees employed by Urban Utilities whose classification is described by Schedule Two to this Agreement.

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

(a) *Urban Utilities Administrative and Technical Employees' Enterprise Agreement 2022*; or

(b) *Urban Utilities SAS Employees' Enterprise Agreement 2024*; or

(c) any Enterprise Agreements that replace the above two Enterprise Agreements.

1.5 Renew or Replacement

The Parties will commence formal negotiations to renew or replace this Agreement six (6) months prior to the nominal expiry date of this Agreement.

1.6 Company Policies and Procedures

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

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

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

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

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

(a) first aid allowance;

(b) annual leave;

(c) personal/carer's leave (except for unpaid Carer's leave clause 7.7.12 of this Agreement);

(d) compassionate leave (except for unpaid Compassionate leave clause 7.11.7 of this Agreement);

(e) parental leave (except as specified otherwise in clauses 7.13 - 7.17 of this Agreement);

(f) redundancy entitlements;

(g) notice of termination provisions; and

(h) probationary period.

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

3.5 Probationary period

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

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

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

3.6 Termination of employment

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

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

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

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

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

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

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

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

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

3.7 Redundancy

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

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

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

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

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

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

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

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

3.8 Support Options

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

(a) an outplacement consultant;

(b) vocational assistance; and/or

(c) the employee assistance provider.

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

3.9 Abandonment of Employment

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

(a) an Employee is absent from work for a continuous period exceeding three (3) working days without the consent of the Employer; and

(b) without reasonable notification to the Employer; and

(c) the Employer has made all reasonable attempts to contact the Employee (including all nominated contacts).

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

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

PART 4 – WAGE AND SALARY MATTERS

4.1 Wages

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

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

(a) 10.0% from the Commencement Date.

(b) 4.0% from 1st Anniversary of the Commencement Date.

(c) 3.5% from 2nd Anniversary of the Commencement Date.

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

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Central SEQ Distributor-Retailer Authority
(AG2021/9132)

URBAN UTILITIES OPERATIONAL AND FIELD EMPLOYEES' ENTERPRISE AGREEMENT 2021

Water, sewerage and drainage services

COMMISSIONER LEE MELBOURNE, 28 JANUARY 2022

Application for approval of the Urban Utilities Operational and Field Employees' Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *Urban Utilities Operational and Field Employees' Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Central SEQ Distributor-Retailer Authority. The Agreement is a single enterprise agreement.

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

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Australian Municipal, Administrative, Clerical and Services Union and the Australian Workers' Union (AWU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 3.7.6 – Notice of Termination of Employment.
- Clause 7.6.5 – Personal/Carer's Leave.

However, noting clause 1.3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 February 2022. The nominal expiry date of the Agreement is 4 February 2025.



COMMISSIONER

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<AE514732 PR737833>

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PART 1- PRELIMINARY MATTERS

1.1 What is this Agreement called?

This Agreement is known as the Urban Utilities Operational and Field Employees' Enterprise Agreement 2021 (the Agreement).

1.2 When does this Agreement apply?

This Agreement will operate from seven (7) days after it is approved by the Fair Work Commission (the Operational Date) and shall remain in force for a period of three (3) years from that date.

1.3 What is the effect of this Agreement?

This Agreement operates as a stand-alone agreement and replaces, in entirety any and all awards, registered and unregistered agreements and memorandums of understanding (MOUs) which may otherwise have applied to You, save that it does not exclude laws dealing with long service leave, occupational health and safety and worker's compensation.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.4 Who is covered by this Agreement?

This Agreement covers and applies to Urban Utilities and those Employees employed by Urban Utilities in a classification described by Schedule Two and who are not covered by the Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020 or the Variation to the Queensland Urban Utilities (QUU) Administrative and Technical Employees' Enterprise Agreement 2017.

1.5 Renewal or Replacement of Agreement

The Parties will commence formal negotiations for a replacement Agreement six (6) months prior to the expiration of this Agreement.

1.6 Company Policies and Procedures

Company policies and procedures do not form part of this Agreement. Employees are required to comply with the Company policies and procedures as varied or replaced from time to time.

1.7 Definitions

In this Agreement, the following definitions apply:

(a) **Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.

(b) **Afternoon shift** means any shift (other than a 12 hour shift) finishing after 1800 and at or before midnight.

(c) **Agreement** means Urban Utilities Operational and Field Employees' Enterprise Agreement 2021 (the Agreement).

(d) **Approval** means approval of the Agreement by the Fair Work Commission.

(e) **Classification Level** means a concise statement of the duties, skills and responsibilities indicative of a given classification level as described by Schedule Two.

(f) **Day Worker** means an employee who works their Ordinary Hours within the span of hours.

(g) **Double time** means an additional 100% penalty payment for hours worked.

(h) **Double time and a half** means an additional 150% penalty payment for hours worked.

(i) **Employee** is the collective term which covers all classifications in Schedule Two of this Agreement.

(j) **FWC** means the Fair Work Commission.

(k) **Hourly Rate** means the respective hourly ordinary time rate for an Employee in Schedule One - Wage Rates, for their respective classification level.

3.4.5 The casual loading outlined in the clause 3.4.2 is paid instead of You being provided with the following entitlements:

(a) annual leave and leave loading under clauses 7.1 and 7.2;

(b) paid personal/carer's Leave under clause 7.6; and

(c) other attributes of full time or part time employment.

3.4.6 If You are a casual Employee, the following clauses will not apply to You:

(a) first aid allowance;

(b) annual leave;

(c) personal/carer's leave (except for unpaid carer's leave clause 7.6.9);

(d) parental leave (except for clause 7.12.2);

(e) redundancy entitlements; and

(f) notice of termination provisions.

3.4.7 Right to permanent conversion

(a) If You are a regular casual Employee You may request that Your employment be converted to full time or part time employment.

(b) A regular casual Employee is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full time Employee or part time Employee.

(c) If you are a regular casual Employee who has worked equivalent full time hours over the preceding period of 12 months' casual employment. You may request to have Your employment converted to full time employment.

(d) If You are a regular casual Employee who has worked less than equivalent full time hours over the preceding period of 12 months' casual employment. You may request to have Your employment converted to part time employment consistent with the pattern of hours previously worked.

(e) Any request under this clause must be in writing and provided to Urban Utilities.

(f) Where a regular casual Employee seeks to convert to full time or part time employment, Urban Utilities may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with You.

3.5 Maximum Term Employee

A Maximum Term Employee is an Employee who is employed for a maximum period of time on either a full time or part time basis. Such Employees are entitled to be paid at the rates for the Classification Level applicable for the position as prescribed by this Agreement.

3.6 Probationary Period

3.6.1 If you are a full time or part time Employee, Your employment will be subject to a six (6) month probationary period starting from Your commencement date with Urban Utilities.

3.6.2 During the probationary period, either party may terminate Your employment by providing the other party with one week's notice, payment in lieu of notice or a combination of notice and payment in lieu of notice.

3.6.3 A probationary period will not apply to Casual Employees.

3.7 Notice of Termination of Employment

3.7.1 Except if You are dismissed for serious misconduct, termination of Your employment may occur by Urban Utilities or You providing the following written notice period:

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

3.7.2 In addition to the notice in clause 3.7.1, if You are over the age of 45 years of age at the time of giving notice with not less than two (2) years' continuous service, Urban Utilities will give you an additional week's notice.

3.7.3 Urban Utilities may, in lieu of giving You part or all of the notice in clause 3.7.1 pay You an amount in lieu of the period of notice not given.

3.7.4 You and Urban Utilities may agree to a lesser period of notice.

3.7.5 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if Your employment had continued until the end of the required period of notice, Urban Utilities would have become liable to pay to You because of the employment continuing during that period.

3.7.6 That total will be calculated on the basis of:

(a) Your Ordinary Hours of work;

(b) the amounts ordinarily payable to You in respect of those hours, including (for example) allowances, loading and penalties; and

(c) any other amounts payable under Your contract of employment.

If You fail to give the notice required by clause 3.7.1, Urban Utilities has the right to withhold monies due to You to a maximum amount equal to the amount You would have received had You worked out the relevant notice period.

3.8 What happens in the event of redundancy?

3.8.1 In the event Your position is made redundant, you will receive a notice period of eight (8) weeks instead of the notice provisions in clause 3.7.1. For the sake of clarity, the maximum notice period payable in the event of a redundancy is eight (8) weeks' notice.

3.8.2 You are entitled to be paid redundancy pay by Urban Utilities if Your employment is terminated at Urban Utilities' initiative because Urban Utilities no longer requires the job done by You to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

3.8.3 Whilst Urban Utilities is committed to job security for all Employees, there may be times that due to financial, funding or operational reasons and not due to the ordinary and customary turnover of labour that Urban Utilities may determine to make a particular position(s) redundant. Urban Utilities may redeploy Employees to suitable alternative positions at any Urban Utilities facility in the Urban Utilities Service region.

3.8.4 Where Urban Utilities identifies a suitable alternative position it will:

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

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

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

(d) consider the geographical location of the alternative position based on distance from the Employee's residence; and

(e) offer redeployment.

3.8.5 Urban Utilities will look for suitable alternative employment within the company throughout the notice period, commencing from the date that You are notified that Your position is redundant.

3.8.6 When Urban Utilities has determined that a position is redundant, Urban Utilities will follow the consultation process outlined in clause 2.3 of the Agreement. You may not unreasonably refuse a suitable alternative position and there will be no entitlement to the redundancy payment in clause 3.8.13 should You refuse a suitable alternative position.

3.8.7 You will not be entitled to any notice where Urban Utilities finds You alternative employment, on terms and conditions substantially no less favourable than Your terms and conditions immediately prior to being notified that Your position is redundant.

3.8.8 If You accept alternative employment at a classification with a lower rate of pay, You will continue to receive as a minimum, Your ordinary salary immediately prior to redeployment for a period of six (6) months.

3.8.9 If You are transferred to lower paid duties by reason of redundancy, You will receive notice in accordance with clause 3.7.1, rather than clause 3.8.1 and Urban Utilities may, at its option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay for the number of weeks of notice still owing.

3.8.10 All entitlements to redundancy payments will be in accordance with the below table and the requisite notice period will also be afforded to You as per clause 3.8.1. Urban Utilities may, in lieu of giving You part or all of the notice in clause 3.8.1 pay You an amount in lieu of the period of notice not given.

3.8.11 If You have been given notice of termination in circumstances of redundancy, You may terminate Your employment during the period of notice and You will still be entitled to receive the benefits and redundancy payments in clause 3.8.13, however You will not be entitled to the remaining notice period to be paid out in lieu.

3.11 Abandonment of Employment

3.11.1 If You are absent from work for a continuous period exceeding three (3) working days without the consent of Urban Utilities and without reasonable notification to Urban Utilities, and Urban Utilities has made all reasonable attempts to contact You (including all nominated contacts), this is evidence that You have abandoned your employment.

3.11.2 If, within a period of seven (7) days from Your last attendance at work, or from the date of Your last absence where notification was given or consent was granted, You have not established to the satisfaction of Urban Utilities that You were absent for reasonable cause, You are deemed to have abandoned Your employment.

3.11.3 If Your employment ends by reason that You have abandoned Your employment, Urban Utilities will provide notice of termination or payment in lieu of notice in accordance with the notice provision in clause 3.7.

PART 4 - WAGE AND SALARY MATTERS

4.1 Wage Rates and Pay Cycle

4.1.1 Your wage rates are set out in Schedule One, and incorporate wage increases. These increases will be paid from the first full pay period on or after the dates specified in Schedule One.

4.1.2 Urban Utilities will pay your salary into your nominated bank account. You will be paid on a weekly basis in arrears. Urban Utilities may change the frequency of Your pay to a fortnightly basis at its discretion over the life of this Agreement, however will provide a minimum of three (3) months' notice to impacted Employees.

4.1.3 The relevant wage rate is subject to the applicable superannuation rate determined in accordance with clause 4.4 below.

4.2 What happens if I am overpaid?

4.2.1 Where an overpayment has been made through no fault of the Employee, the overpayment will be reimbursed to Urban Utilities within a reasonable time frame, which will take into account Your individual circumstances and will be agreed to in writing.

4.2.2 Where an overpayment has been made, sums payable to You on termination may be reconciled to take into account any sums that You owe to Urban Utilities.

4.3 Can I salary sacrifice?

4.3.1 By agreement with an eligible Employee, the current rate of pay specified in Schedule One of this Agreement, may be salary packaged, in accordance with Urban Utilities Policy, as amended by Urban Utilities from time to time and applicable legislation.

4.3.2 By entering into a salary sacrifice agreement, You agree to be responsible for any costs associated with this arrangement.

4.4 What are my Superannuation benefits?

4.4.1 Your superannuation benefits will depend on the type of Employee You are.

4.4.2 If You are an Employee who was transferred under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009 from either Brisbane City Council, Ipswich City Council, Scenic Rim Regional Council, Lockyer Valley Regional Council or Somerset Regional Council to Urban Utilities as at 1 July 2010 (Council Transferred Employee), or a non-Council Transferred Employee, Your superannuation contributions and wage rate are set out in Item A of the table at clause 4.4.8.

4.4.3 If You are a Council Transferred Employee who is eligible to contribute to a defined benefit fund in accordance with the trust deed of the Local Government Superannuation Scheme (LGIA Super), your superannuation contributions and wage rate are set out in Item B of the table at clause 4.4.8. Those Employees who remain on a defined benefit scheme as per the provisions of LGIA Super, will be required to continue to contribute the required six (6)% Employee contributions based on the conditions of LGIA Super.

4.4.4 If you are Council Transferred Employee Your superannuation contributions must be made to LGIA Super.

4.4.5 If You are not a Council Transferred Employee you may choose Your own compliant superannuation fund in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) or any replacement act. If you do not choose a superannuation fund, superannuation contributions will be made in line with Australian Tax Office or legislative requirements.