

31 August 2026

Graeme Kelly
General Secretary
United Services Union
Email: united@usu.org.au

Craig Diebert
Organiser
United Services Union
Email: cdiebert@usu.org.au

Dear Mr Kelly and Mr Diebert

USU DISPUTE NOTIFICATION

We refer to your correspondence (**Dispute Notification**) dated 27 August 2026 placing Essential Energy in dispute under clause 1.14 of the Essential Energy Enterprise Agreement 2024 (**Enterprise Agreement**).

We confirm that Essential Energy acknowledged receipt of the Dispute Notification on 27 August 2026.

Essential Energy is disappointed to have received the Dispute Notification, given the extensive consultation undertaken and the regular monthly meetings held with the USU since May 2026 regarding these matters.

Consultation

Essential Energy's position is that it has complied with its obligations under the Enterprise Agreement and has approached consultation openly and transparently with its employees and with the USU. In our view, the Dispute Notification does not identify any specific instance in which Essential Energy allegedly failed to comply with clause 1.13 or otherwise breached its obligations as an employer or under the Enterprise Agreement.

Essential Energy has kept the USU informed of current consultation activities by providing relevant consultation materials, engaging directly with Union representatives and providing opportunities for concerns and feedback to be raised throughout the consultation process.

The announcement made by Chief Executive Officer John Cleland provided employees with high-level information regarding Essential Energy's current position and the potential impact of the proposed business reset over time. It did not constitute a decision to implement any specific workplace change, nor did it remove or diminish Essential Energy's obligation to consult in accordance with clause 1.13 of the Enterprise Agreement in relation to any specific proposal.

Essential Energy does not accept that all current or future consultation processes should be characterised as a single corporate-wide dispute merely because they arise in the context of broader organisational change. Individual consultation processes concern distinct business areas, operational requirements and proposals, and have been, and will continue to be, conducted in accordance with the consultation obligations contained in the Enterprise Agreement.

Tier 2 Dispute Process

Essential Energy considers that the USU has not followed the process required by clause 1.14 of the Enterprise Agreement as there has not been any concerns raised as disputes during the relevant consultation processes undertaken by Essential Energy.

The Dispute Notification appears to seek to combine a number of separate consultation processes, together with the CEO's business update, into a single corporate-wide dispute. Essential Energy does not accept that clause 1.14 operates in this manner.

A dispute resolution process requires the identification of a matter that is genuinely in issue between the parties. The Dispute Notification does not identify any specific decision, action or omission by Essential Energy that is alleged to contravene the Enterprise Agreement. Rather, it expresses a general concern that a number of consultation processes may be related to the broader business reset. That concern, without more, does not clearly identify a dispute capable of being meaningfully addressed through the dispute resolution procedure.

Notwithstanding the above, and consistent with its commitment to constructive engagement with employees and their representatives, Essential Energy is prepared to participate in a Tier 2 dispute meeting under clause 1.14 of the Enterprise Agreement. However, before scheduling a mutually suitable time for the Tier 2 dispute meeting, Essential Energy requires clarification of the matters in dispute.

Clarification on issues in dispute

At this stage, Essential Energy remains unclear about the precise matters said to be in dispute. In particular, it is unclear whether the USU alleges non-compliance with clause 1.13 of the Enterprise Agreement, psychosocial hazards arising from organisational change, or concerns about the information provided during consultation.

For completeness, clause 1.14 is intended to facilitate the resolution of identified disputes. Essential Energy cannot engage meaningfully in that process unless the matters in dispute are clearly articulated.

Yours sincerely,

S. Dawson

Shannon Dawson
General Manager People and Wellbeing