

In-Principle Agreement Reached with Ergon Energy

After months of negotiations the negotiating parties have reached “in principle” agreement on a new Enterprise Agreement.

The “in-principle” agreement is still subject to final drafting and our members voting in favour of it however, our union supports the acceptance of this agreement. Drafting of the Agreement has commenced.

The following is a summary of the ‘in-principle’ agreement reached between the Union parties and Ergon Energy:

- Annual wage increase of 3.5%, inclusive of 2.5% per annum and 1% per annum in return for identified productivity initiatives. Wage increases to apply from the first full pay period on or after 1 October each year.
- Continued indexing of the following allowances by the 3.5% annual wage increase:
 - Annualised Allowance (AGA)
 - Substation and Test Department Allowance
 - Power Station Allowance
 - ESD Network Recovery Allowance
 - ESD Network Recovery Payment
 - Overtime Meal Allowance
- Recommit to employment security provision.
- Duration – 3 year agreement operative from 1 October 2011 and to expire on 1 October 2014.
- Review of Classification Structure by 1 July 2012
- Revised working away from home provisions.
 - Application of meal allowances for the first and last day of travel.
 - Reasonable communications expenses incurred by employees while travelling will be paid by Ergon Energy.
 - For employees scheduled to work away for periods of five (5) or more consecutive days, laundry services (including washing and folding) will be provided from the third day.
- Increase to First Aid Allowance from \$12.60 to \$13.00 and indexing by 3.5% for subsequent years.
- Increase the current overtime cap from salary point 12.5 to salary point 15.0. For those employees paid at Salary Point 15.0 or above, overtime will be calculated at the appropriate penalty rate for the hours worked and payment will be limited to the rate prescribed for Salary Point 15.0.
- Increase to funeral benefit from \$5,000 to \$10,000.
- Access to up to five (5) days of accrued personal leave for employees on the death of their wife, husband, de facto, child/step child, mother or father, in addition to existing bereavement leave entitlements.
- Energy Super Income Protection:
 - Ergon Energy will provide salary maintenance up to 80% of salary for superannuation purposes to a maximum of \$2,500 per fortnight whichever is the lesser, in line with the Energy Super income protection arrangements for any waiting period remaining after fourteen (14) days.
 - Eligibility to salary maintenance for any waiting period in excess of fourteen (14) days is subject to exhaustion of personal leave up to thirty (30) days.
- The parties commit to review any negative impacts to the Defined Benefit Fund of Energy Super that may occur as a result of legislative change to Superannuation Guarantee Charge.
- Employees on an Individual Employment Arrangement (IEA) in receipt of the 20% loading to be eligible to claim overtime for extraordinary and continuous periods of work due to major system failures.
- Notification by Ergon Energy to casual employees prior to the completion of twelve (12) months, of the option to apply for conversion to permanent employment where they are engaged on a regular and systematic basis for a period exceeding 12 months.
- Employees with twelve (12) months service to provide Ergon Energy with a minimum of two (2) week’s notice of termination of employment.

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- Clarification of rules relating to the recovery of overpayments.
- Vacant positions classified in the Administrative Stream which are below salary point 11.0 and are listed in Schedule 7 of the Agreement can be reviewed through the life of the Agreement to ensure that position numbers accurately reflect the identified positions. This will be subject to consultation and agreement between the parties, provided that agreement will not be unreasonably withheld.
- 15% Alternative Employment Arrangement Loading to be inclusive of travel time up to a notional four (4) hours per week.
- Access to Long Service Leave for a minimum period of one (1) week.
- Employees will be entitled to take proportionate long service leave after seven (7) years continuous service with Ergon Energy, subject to the following conditions:
 - An employee may take up to a maximum of three (3) weeks long service per year between the completion of the seventh (7th) and tenth (10th) year of service with Ergon Energy.
- Provide paid special maternity leave up to fourteen (14) weeks to employees when a pregnancy results in an outcome other than the birth of a living child after 20 weeks of pregnancy.
- Fourteen (14) weeks payment for maternity and adoption leave and one (1) week payment for paternity leave will be treated as leave for the purposes of superannuation and accrual of other leave entitlements.
- An employee may request to extend the one (1) week paid paternity leave to two (2) weeks at half-pay.
- Where it is necessary for employees to travel outside of ordinary working hours, time spent in such travel will be paid for at time and a half instead of ordinary time. Employees who are required to travel to and from their depot to the work site (other than Start and Finish on the Job Arrangements), outside the normal spread of working hours will continue to be paid for time spent in such travel at overtime rates.
- Revised provisions relating to employee representative rights and responsibilities to include that:
 - Ergon Energy may approve leave without pay for up to a period of six (6) months for union delegates to undertake project work for their union, having regard to operational requirements and other business needs of Ergon Energy.
 - Ergon Energy may provide additional paid working days on request, where a delegate is required to attend to the functions or duties associated with any role held under the union's rules.
 - A union delegate will be allowed such reasonable time during working hours, as may be agreed between Ergon Energy and the relevant Employee Organisation to meet with a representative of the relevant Employee Organisation in relation to matters relating to working conditions and other matters with a view to avoiding industrial disputation or giving effect to the grievance procedure.
 - A further two (2) one hour paid meetings per workplace may be scheduled in the calendar year in which this agreement nominally expires, subject to operational requirements.
 - Delegates will be allowed such reasonable time during working hours to attend employee inductions and adequate time shall be allowed to ensure union membership can be discussed.
- Commit to the development of alternative working arrangements for natural disasters within six (6) months of the enterprise agreement being certified. These arrangements will cover employee entitlements and conditions when responding to a natural disaster.
- Inclusion of mandatory clauses required by the Fair Work Act 2009:
 - **Grievance and Dispute Settlement Procedure**
 - The matters to be dealt with in this procedure include all grievances or disputes between an employee(s) and Ergon Energy in respect to any employment matters.
 - **Consultation**
 - Clear consultation requirement with employees and unions where Ergon Energy has made a preliminary decision to introduce a major change and the change is likely to have a significant effect on employees.
 - **Individual Flexibility Arrangements**
 - An employee may make a request to Ergon Energy to make an Individual Flexibility Arrangement to vary their ordinary hours of work to any time between

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5.00am and 7.30pm Monday to Friday to meet the employee's individual circumstances and genuine needs as they relate to child care, obligations to care for family members, return to work arrangements after maternity leave and transition to retirement arrangements.

- Maintenance of Completion of Term Payment for fixed term and specified task appointments.
- Maintenance of Confidential Allowance and Bachelor Degree Allowance.
- Increase casual loading from 23% to 25%.
- Employees who are called out prior to their normal rostered start time and work for a minimum of one (1) hour with work continuing into their rostered start time, will be entitled to claim meal allowance and will be provided with a thirty (30) minute crib break as soon as possible thereafter. Employees who work more than four (4) hours under the above circumstances will be entitled to a meal allowance, and a forty-five (45) minute paid crib break and not a thirty (30) minute break.

- Ergon Energy will continue to maintain a commitment to the engagement of trainees and apprentices, including indigenous and female apprentices and trainees.
- The following words to be included under clause 3.1 Types of Employment within the Agreement:
The above employment arrangements should be considered prior to engagement of labour hire resources. Consultation will occur with the relevant parties where labour hire resources are to be utilised for periods in excess of 3 months.

If you require information about this bulletin please contact your local Delegate or phone the Union Office on 1800 177 244 or email: info@qld.asu.net.au

Together We Win!