

In-Principle Agreement Reached

As advised by SPARQ Solutions on 13 January 2012, the Union parties and SPARQ have reached 'in-principle' agreement in regard to the SPARQ Solutions Union Collective Agreement 2012.

The following is a summary of the 'in-principle' agreement reached:

1. Annual wage increase of 3.5%, inclusive of 2.5% per annum and 1% per annum in return for identified productivity initiatives.
2. Annual 0.5% cash bonus payment, with the option to sacrifice the payment to superannuation, based on acceptance of the identified productivity initiatives.
3. Duration of the Agreement to be four (4) years. The parties agree to commence negotiations for a replacement Agreement at least six (6) months prior to the expiry date.
4. Operative date, wage increases and duration of Agreement will be applied from 30 January, 2012. Wage increases will be applied as follows:
 - a. 3.5% and 0.5% on 30 January, 2012 (or first full pay period thereafter);
 - b. 3.5% and 0.5% on 30 January, 2013 (or first full pay period thereafter);
 - c. 3.5% and 0.5% on 30 January, 2014 (or first full pay period thereafter); and
 - d. 3.5% and 0.5% on 30 January, 2015 (or first full pay period thereafter).

The Agreement will expire on 29 January, 2016.
5. Recommit to employment security (no forced redundancy) and no forced relocation provisions.
6. Increase the On-Call Allowance to \$45.00 per day, to then be increased by \$2.50 per annum for subsequent years.
7. Increase the First Aid Allowance from \$12.60 to \$13.00 and indexing by 3.5% for subsequent years.
8. Increase all other applicable allowances by 3.5% per annum, including:
 - ESDS Network Recovery Payment (currently \$1,741 p.a.)
 - Overtime Meal Allowance (currently \$ 12.46 per occasion)
9. Choice of superannuation fund for employees.
10. Increase superannuation income protection benefit by reducing waiting period to fourteen (14) days (apply existing 80% of salary for superannuation purposes up to a maximum of \$2,500 per fortnight whichever is the lesser).
11. 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.
12. Access to proportionate long service leave after seven (7) years continuous service with SPARQ Solutions, subject to the following conditions:
 - An employee may take up to a maximum of three (3) weeks long service per year between the seventh (7th) and tenth (10th) year of service with SPARQ Solutions.
13. Access to long service leave for a minimum period of one (1) week.
14. Ability to take long service leave at half pay.
15. Increase the funeral benefit from \$5,000 to \$10,000.
16. 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.
17. The ability to extend the one (1) week paid paternity leave to two (2) weeks at half-pay.
18. Enhanced working away from home provisions, including:
 - Application of meal allowances for the first and last day of travel.
 - Reasonable communications expenses incurred by employees while travelling will be paid by SPARQ Solutions.
19. Casual loading increased to 25%.

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20. Clarification of rules relating to the recovery of overpayments.
21. 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.
22. 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.
23. Where employees are in receipt of the Alternative Employment Arrangement Loading of 17.5% for positions below Salary Point 11.0 and 15% for positions above Salary Point 11.0, the notional travel time component of up to four (4) hours per week will be inclusive of travel time.
24. Ability for SPARQ Solutions to use fixed term and specified task employment for a period of three (3) years for project work, with an ability to extend by one additional twelve (12) month period in certain circumstances.
25. Amendment to current salary maintenance arrangements for redundant positions to provide that where a Professional Managerial Grade Four (PM4) employee elects to be redeployed and the only suitable alternative employment available is at a lower classification level, their salary will be maintained for a period of 12 months after which time they will revert to top of the Professional Managerial Grade Three (PM3) classification in the redeployed position. This will not be applied retrospectively to existing redeployment arrangements.
26. The parties commit to the clarification of working arrangements during natural disasters within twelve (12) months of the Enterprise Agreement being approved. The review will ensure consistency with the industry approach to working arrangements during natural disasters.
27. Revised provisions relating to union rights to include:
 - SPARQ Solutions 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 SPARQ Solutions;
- SPARQ Solutions 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; and
- 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
28. 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 SPARQ Solutions in respect to any employment matters.
 - **Consultation;**
 - Clear consultation requirement with employees and unions where SPARQ Solutions 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 SPARQ Solutions to make an Individual Flexibility Arrangement to vary their ordinary hours of work to any time between 6.00am and 8.00pm 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.
 - SPARQ Solutions will provide a report to the SPARQ Solutions Consultative Committee on the numbers and types of individual flexibility arrangements entered into. This report will occur on a quarterly basis.

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