



NOTICE TO MEMBERS



9th March 2017

Impact of Endeavour Energy's Final EBA Offer

"Option 1" - Presented 2nd March 2017

"Don't be fooled" – VOTE NO!

Dear Members,

Last Thursday, 2nd March 2017, at the EBA Negotiating meeting, your EBA Bargaining Team informed EnE of the outcome of the feedback sessions held with the members and the Joint Union delegates meeting.

Prior to us informing EnE of the outcome, as above, EnE had already made its decision of which "Option" they would choose to include into the proposed EBA to go to vote, and presented it to the bargaining team. True to form, your employer chose the absolute worst option for the employees of the 2 options.

On Friday 10th March 2017, Endeavour Energy will be making available **the EBA that they want** for the required access period prior to the voting period which is from the 21st to 23rd March 2017.

Remember our 3 key principles, which has been repeatedly endorsed as an outcome to an acceptable EBA, which are;

1. Job security, and
2. Maintain Conditions of Employment, and
3. A reasonable wage increase.

Their offer doesn't tick the box for any of our above principles...

Their offer is substantially unchanged from their offer of October 2016, which was rejected.

In brief, please see below for the proper interpretation and impact of Endeavour Energy's EBA Offer (2nd March 2017);

Job Security & Conditions of Employment still under attack;

- Attacks on consultation clauses - **NO** more consultation just "Presentation and Implementing". This will eliminate your right to "Procedural Fairness" and having an input and say into your future...

- Inability to dispute decisions of the Company if their Consultation Clause is agreed to.
- Dispute Resolution Procedure - Massive reduction to your rights to fight for what is reasonable and fair with the proposed changes.
- Substantially weaker Contracting Out/Labour Hire Clause – taking into account the impact of the above 3 dot points. You will see more and more of your work being either contracted out or outsourced altogether without any input from you.
- You will no longer get the hours component on “Travelling on OT”.
- Uncertainty around your shift start and finish times – Company can change with a weeks’ notice.
- Attack on the **Long Serving Loyal Employees** (employed before 1996 with more than 20 years of service) who are entitle to the **“Maturing Allowance”**:
 - Cease Maturing Allowance Accrual
 - Freeze Maturing Allowance at its current monetary value as at the date the Agreement starts. For existing contract employees who will transition onto the Agreement their entitlement remains frozen at the date previously advised.
 - Employees who will be covered by the Agreement with less than 35 years of service will have their frozen entitlement indexed on each anniversary of the start of the Agreement, in line with the Sydney CPI, until they reach 35 years of service.
 - The basis for payout will include employees who retire at or over 55 years of age or leave due to redundancy, ill health or death. In addition the company will allow the following payments:
 - Employees with 35 years’ service or more may opt to have the full amount of the allowance paid out
 - Employees with more than 30 years’ service but less than 35 years’ service may have 50% of their allowance paid out; they may then elect to have the balance paid out when they reach 35 years’ service
 - An employee will be able to draw down on their Maturing Allowance no more than twice during their period of employment and each withdrawal needs to occur in a separate financial year.

STILL DISCRIMINATES AGAINST EMPLOYEES WHO HAVE BEEN LOYAL AND LONG SERVING.

- CIC Shift Allowance - this should have been adjusted/rectified in the Agreement before the current EBA (As Per “Network Shiftwork Arrangements”).

In addition to the above, their Proposal includes:

<u>EBA Provision</u>	<u>Option 1</u>
1. Duration	Approx. 18 Month Agreement – Expires 24 Dec 2018
2. Wages Increases (Base Rate)	<ul style="list-style-type: none"> • 2.5% base wage increase from EBA Approval by FWC, then • 2.5% from 24 Dec 2017. • This equates to 1.0%p.a. over 5 years. (last wage increase 2013 to proposed expiry of EBA 2018)
3. ESRA & ELA	<ul style="list-style-type: none"> • Paid as “All Purpose” • Value frozen
4. Redundancies EnE intend to change their Policy to reflect these	<ul style="list-style-type: none"> • 20 Forced Redundancies each year for next 3 years – • <u>NOTE: eg: If 15 of the 20 employees targeted for Forced Redundancy take the VR Package, then there will be an additional 15 Forced Redundancies added to make up the 20 each year.</u>

changes and incorporate this Policy into the EBA.	<ul style="list-style-type: none"> No number restrictions past 1 July 2020 A "YES" vote for any EBA with this provisions in it WILL take you out of the legal Employee Protections of NO Forced Redundancy within the Transitional Sale Act.
5. Redundancy Payment for Redeployees	<ul style="list-style-type: none"> Capped at 78 Weeks – this includes any portion of the 26 week "Notice Period" not worded and the 8 week Award Payment.
6. Training Fund once in Redeployment	\$3,000.00 (instead of \$2,000.00)

BE ADVISED - A "YES" vote for any EBA with these Redundancy Provisions in it WILL exclude you, and everyone else under the EBA, from the legal Employee Protections of "NO Forced Redundancy" within the Transitional Sale Act. till 2020.

Other anomalies/omissions identified;

In the Company provided "Comparison Document" there are a number of changes to the proposed EBA which is not identified as they have just been deleted...some of these are;

- Clause 1.2.2 – Sentence committing to the ongoing conditions of employment being maintained until a new WBA has been negotiated, agreed to and ratified has been **DELETED**.
- Clause 1.3 - The term "Continuing Employee" - **DELETED**.
- Clause 2.7 - Commitment to a competency structure – **DELETED**.
- Clause 5.1 - Employers Obligation – To provide work – **DELETED**.
- Clause 5.12.3 – Notice period – words "Paid at ordinary rate of pay" – **DELETED**.
- Clause 8.1.1 – Table for Overtime Penalty rates - Travel on OT – **DELETED**.
- Clause 33 – Relationship to previous Agreements – **DELETED**.

This EBA will affect EVERYONE – office and field workers alike.

- **Make no mistake – this is a serious threat to your way of life:**
 - If you have family responsibilities - **YOU SHOULD BE CONCERNED, VOTE NO!**
 - If you have career responsibilities - **YOU SHOULD BE CONCERNED, VOTE NO!**
 - If you value financial stability - **YOU SHOULD BE CONCERNED, VOTE NO!**

Endeavour are trying to buy your RIGHTS to Job & Financial Security, Workplace Stability and Procedural Fairness!

YOUR RIGHTS ARE NOT FOR SALE!

***** VOTE NO *****