

Utilities Management Pty Ltd Enterprise Agreement - SBU Log of Claims

*This log of claims is predicated on the maintenance and improvement of current conditions and entitlements contained in the **Utilities Management Pty Ltd Enterprise Agreement 2018**. If Utilities Management propose changes to those conditions, the SBU reserve the right to add to this log of claims. This Log of Claims is on a without prejudice basis.*

1. General Claims

- 1.1. The **Utilities Management Pty Ltd Enterprise Agreement 2018** is the base document that negotiations will proceed from.
- 1.2. Utilities Management to provide a log of claims to the SBU detailing the changes that they seek in the Agreement.
- 1.3. No reduction of current terms and conditions from the existing agreement, this includes the continuation of the additional 1% super above the Legislated rate.

2. Fair wages and conditions

- 2.1 A 4% wage increase effective first pay period after July 1, each year of the agreement over a 3 year term
 - If bargaining continues beyond the expiry date and proposed date(s) for any wage or entitlement increase – then payment of any increase(s) are to be backdated

2.2 Increase the Electricity Account Network component (DUOUS) reimbursement amount from \$900

3. More Secure employment

- 3.1. Limiting the use of secondments due to the adverse effects temporary positions create within organisational structures and to culture
- 3.2. Effective definitions to the use of supplementary labour and tighter governance of defined term contracts
 - 3.2.1. Amend cl. 2.3.3.2 (to read) – Utilities Management will give **preference** (remove due consideration) to the use of Utilities Management employees prior to initiating defined term contract employment to supplement the existing workforce.
 - 3.2.2. Amend cl. 2.3.3.2 b) (to read) – to provide additional support, specialist skills and/or services to meet a specific business need for defined projects over a specifically defined time period
 - 3.2.3. Insert (d) into cl.2.3.3.2 – Be limited to a period of no longer than 12 months from commencement date, or the time that has been specifically defined for the project.
 - 3.2.4. Insert into 2.3.3.2 – Management will provide a report to the CCF annually on: 1) the number of persons on fixed term contracts, 2) the projects they relate to (and anticipated time defined for projects), and 3) time (may be presented in time ranges) each employee has been on a fixed term contract, and 4) number of cumulative fixed-term contracts individuals have been employed under (de-identified)
- 3.3. Defined term contracts will not be used repeatedly for the same position beyond the defined term of the project, once the defined project term ends it is ordinary business and should revert to an ongoing/permanent position.
- 3.4. Review of the use of Temporary Higher Class Duties, Job roles that should be paid for performing tasks out of grade and the use of secondments to replace Temporary Higher Class Duties.
- 3.5. Limiting the unnecessary use of Supplementary Labour arrangements in SAPN/Enerven
- 3.6. Strengthening the Contractor Parity Clause by amending it to prevent the occurrence of multi-level or pyramid contracting, which increases precarious work and worker exploitation in our industry.
- 3.7. Add to section 7.6 – Utilities Management will report to the respective union(s) when Supplementary contractors are found to have underpaid workers, in the same manner consultation occurs on the selection of providers of supplementary labour and contract for services in section 3.3. And what actions the supplementary contractor has undertaken to make good for any underpayment.
- 3.8. Undertake a review of use of Supplementary Labour arrangements in SAPN/Enerven

- 3.9. Insert into 2.3.3.2 – Management will provide a defined process for conversion from defined term contract/supplementary labour to permanent employment.

4. Greater opportunities for women

- 4.1. Include a new clause – Greater opportunities for women, to include but not be limited to;
- 4.1.1. The provision of training days (and training opportunities) especially for women employees to update, upgrade and/or obtain new skills and qualifications. For example vocational training, certificate level or other higher education training.
 - 4.1.2. The establishment of a sponsorship program (a more holistic version of mentoring) to help women overcome career barriers by pairing them with a senior manager to support individual development through the sharing of expertise and knowledge.
 - 4.1.3. The establishment of a high level committee to include elected women staff representatives from across Utilities Management who are enabled and supported to consult with, gather and present the ideas of staff on key issues and opportunities for: flexibility, development training, policy development, job security and respect.
 - 4.1.4. Undertake a review of policies company-wide for any implicit bias to ensure that policies provide the same rewards, resources and opportunities regardless of gender.

5. Work/Life balance

- 5.1. Provide a fair and transparent process to better manage workload for all employees. Insert a new clause – **Workload Management** (attached)
- 5.2. Incorporation of ACTU model breastfeeding clause (attached).
- 5.3. Increasing Family Violence leave entitlement to 20 days (non-cumulative)
- 5.4. Remove the cap on flexi time and increase the number of flexi days off able to be taken each month so we can better manage our workload without forfeiting accruals.
- 5.5. Remove the restriction of accruing flexi time when working from home
- 5.6. Amend 8.2.3 d) to read – Where utilities management shuts down a part of the business up to three (3) days between 25 December in any year and 1 January of the following year, employees in those parts of the business (remove ‘will be required to take annual leave as directed during this period;’) **will be required to take leave, and can include; Rostered Days Off (RDOs), flexi-time, Long Service Leave (LSL) and Annual Leave.**
- 5.7. Incorporation of new working from home clause (attached)
- 5.8. Option for salary workers to move to a 36-hour week in operational roles
- 5.9. Workers to be allowed Annual Leave regardless of Availability Roster cycle
- 5.10 Have a Cultural Leave clause added to the EA

6. Improved consultation

- 6.1. Improvements in the consultation process about change to include employees in early discussions prior to decisions being made.
 - 6.1.1. Amend paragraph 2 of 3.1.1 to read: Consultation will mean informed discussion between Utilities Management, its employee(s) and their Union representative(s) on workplace change likely to have a significant impact on an employee or employees. The purpose is to **involve employees in the decision making process and to** consider all information, advice, opinions and to create a genuine opportunity to influence Utilities Management’s final decision.
 - 6.1.2. Insert new paragraph cl.3.1.1: **Utilities Management must act in good faith in relation to the consultation process provided in this clause. In this clause, “good faith” includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.**
- 6.2. Provide greater flexibility to the meeting frequency of the Communication and Consultation Forum (CCF).
 - 6.2.1. Amend the final paragraph of 3.4.1 to read: There will be a maximum of three (3) meetings per year, notionally held in each March, July and November **unless further additional meetings are requested by either Utilities Management or the Unions and agreed by both parties to consult on urgent matters.** Meetings will be scheduled well in advance and will be held at

agreed times. The administrative arrangements for these meetings will be provided by Utilities Management.

- 6.3. Expand the purpose of the Communication and Consultation Forum (CCF) to include the opportunity for Unions to brief Utilities Management on issues of importance.
- 6.4. Utilities Management is to notify all CCF participants of items that have sought to be included for discussion on the agenda, even if Utilities Management through the CCF rejects their inclusion.
- 6.5. In 3.4.1 include definitions for 'significant number' and 'smaller groups' so there is greater certainty as to the matters relevant to the CCF.

7. Continuous shift workers

- 7.1. Counting sick leave in days not hours e.g the same as Electranet System Operators
- 7.2. Addition of a 10% loading for employees on the 'float shift'
- 7.3. Increase entitlement to annual leave from 5 (five) to 6 (six) weeks (9.9.3.1 b))
- 7.4. Making 'Annualised Pay' (4.10) an entitlement
- 7.5. Increase shift allowance for continuous shift workers 'Saturday – all shifts' from 50% to 100% (9.3.1)

8. Non-Continuous Shift Workers/Availability Workers

- 8.1. Availability and Shift Rosters and workers Day/Shift Worker Status only to be changed by agreement with the majority of workers affected
- 8.2. Workers participating in an Availability Roster get an extra week of annual leave each year to recompense them for family time lost throughout the years Availability cycle
- 8.3. Major Incident Allowance is to be paid to all workers who work outside of hours during any "Force Majeure" event
- 8.4. Any worker who performs Availability (on a roster, ad hoc, or called in by SA Power Networks) on a Public Holiday will be credited 1 days Annual Leave on top of the current pay arrangements to recompense the worker for family time lost by working a Public Holiday.
- 8.5. Duty Officers to receive the half minimum amount at the first ring of a phone call, if the phone call lasts longer than 15 minutes, or it is 2 phone calls in an hour, a full minimum is paid.
- 8.6. Definition for the word "required" to fix prevent the non payment of LAFHA as seen on KI recently

9. Allowances

- 9.1. Disability Allowance to be altered to Full Disability only. Any worker that qualifies for a Disability Allowance shall be paid the full entitlement. Partial Disability to be removed from the EA.

10. Safety and OHS

- 10.1 Inclement Weather Policy with an allowance attached for situations where work must proceed during inclement conditions.
- 10.2 Amenities or Light Vehicles/Vehicular transport available for all workers to access amenities at all times.

Nothing in this log is intended to be or should be interpreted as constituting a non-permitted or unlawful term.

Claim 5.1 – WORKLOAD MANAGEMENT

- (a) The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- (b) An appropriate balance between and employee's work and personal life:
 - a. Contributes toward healthy and productive workplaces;
 - b. Helps build a positive morale in the workplace; and
 - c. Assists in strengthening an individual's social and family relationships
- (c) Utilities Management Managers, Employee's and Employee representatives play a positive role in ensuring Employee workloads are reasonable.
- (d) The parties recognize there may be unavoidable peak workload periods where Employees' workloads increase; however, this should be the exception rather than normal practice.
- (e) Employees are to be properly compensated for any additional hours worked in line with the provisions contained in this Agreement.
- (f) Managers and Employees should therefore ensure that Employees' workloads are reasonable and will:
 - a. Ensure Employees have sufficient and appropriate resources to undertake their tasks;
 - b. Ensure the tasks allocated to Employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;
 - c. Monitor Employee workloads, work patterns, priorities, staffing levels, classifications, use of work-life balance arrangements and any other relevant indicators within the workplace;
 - d. Implement strategies to ensure workloads remain reasonable;
 - e. Monitor vacant positions and fill vacancies in a timely manner, and;
 - f. Consult with employees and their nominated representatives over workload issues.
- (g) Employees may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace and if required, implement strategies to ensure reasonable workloads are maintained.
- (h) Management will respond in writing to the employee(s) concerns in a timely manner.
- (i) Employees will continue to work normally and the status quo will be preserved while these matters are being addressed except where the personal safety of employees is at risk.

Claim 5.2 – Provision of entitlements for Breast Feeding Employees

Seeking introduction of clause into the Enterprise Agreement to accommodate employees returning to work

- x.1 Utilities Management is committed to supporting an appropriate work/life balance for employees and will implement flexible work arrangements to support women who wish to breastfeed at work. 'Breastfeeding' includes expressing milk.
- x.2 Utilities Management will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.
- x.3 Utilities Management will provide a comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

Claim 5.7 – Working from home

Seeking introduction of clause into Enterprise Agreement to accommodate working from home

1. Utilities Management acknowledges the potential mutual benefits when employees have the option to work from home, including; a better work-life balance, improved productivity, reduced costs, and increased job satisfaction.
2. Working from home should be a voluntary and consensual arrangement, and can include a mix of working from home and the employees ordinary work place.
3. If a request to work from home is rejected, the employee will be provided with the reason(s) in writing at the time the decision is communicated.
4. An agreement to work from home should be confirmed in writing along with any conditions e.g. time of period that has been agreed, days agreed to.
5. Any agreement to work from home will not alter any applicable terms and conditions, legislation, awards or agreements, level of position, pay rate and related entitlements.
6. The agreement may be terminated by either party prior to expiry, provided the party wishing to terminate gives reasonable notice of; four weeks, if the agreed period was for six months or longer: or two weeks if less than six months.
7. Utilities Management is responsible for the health, safety and welfare of the employee at work and whilst working at a home based site.
8. Any variation to an agreement that has been made must be agreed to by both Utilities Management and the employee and must be confirmed in writing.
9. Relevant terms and conditions of employment that apply at the employee's place of work also apply at the home based work site.
10. Employees should not face unreasonable out-of-pocket costs associated with set-up and compliance. If directed to work from home Utilities Management is responsible for all reasonable set-up and compliance costs.
11. All Occupational Health and Safety policies which apply at the employee's usual place of work shall, as far as practicable, apply in carrying out work at the home based work site.
12. Working from home will not exclude employees' ability to accumulate flexi-time.
13. Utilities Management will provide all equipment required to effectively carry out work from home. A list of equipment both required and supplied will specify who owns the equipment and must be provided in writing to the employee.