

SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

**BLUE** - the claims that have been removed

**ORANGE** - the claims that were still under discussion

**GREEN** - Agreed in Principle

**RED** - Not Agreed

Claim	Item	Description	UMPL Position (Management response)
1.1	General claim	The Utilities Management Pty Ltd Enterprise Agreement 2018 is the base document that negotiations will proceed from.	Agreed
1.2	General claim	Utilities Management to provide a log of claims to the SBU detailing the changes that they seek in the Agreement.	Agreed, done
1.3	General claim	No reduction of current terms and conditions from the existing agreement, this includes the.	Not agreed
1.3	General claim	Continuation of the additional 1% super above the Legislated rate	Agreed
2.1	Wages and conditions	A 4% wage increase effective first pay period after July 1, each year of the agreement over a 3 year term - <b>this claim is negotiable and the SBU believes must be considered in relation to the entire package and changes management wants to make in your EA.</b>  <b>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</b>	Not agreed  Not agreed
2.2	Wages and conditions	Increase the Electricity Account Network component (DUOUS) reimbursement amount from \$900	Not agreed (claim subsequently withdrawn by SBU and confusingly Management offered an increase in their last proposed EA)
3.1	Secure employment	Limiting the use of secondments to 12 months due to the adverse effects temporary positions create within organisational structures and to culture	Not agreed

SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

3.2	Secure employment	Effective definitions to the use of supplementary labour and tighter governance of defined term contracts. 12 month limit or limited to the defined term of the contract.	Not Agreed
3.2.1	Secure employment	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.	SBU willing to withdraw if 3.1 and 3.2 is agreed
3.2.2	Secure employment	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	SBU willing to withdraw if 3.1 and 3.2 is agreed
3.2.3	Secure employment	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.	SBU willing to withdraw if 3.1 and 3.2 is agreed
3.2.4	Secure employment	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)	Not agreed (Claim subsequently withdrawn by SBU)
3.3	Secure employment	Defined term contracts will not be used repeatedly for the same position beyond 12 months or the defined term of the project, once the defined project term ends it is ordinary business and should revert to an ongoing/permanent position.	SBU willing to withdraw if 3.1 and 3.2 is agreed
3.4	Secure employment	Review of the use of Temporary Higher Class Duties, Job roles that should be paid it for performing tasks out of grade and the use of secondments to replace Temporary Higher Class Duties.	SBU willing to withdraw if 3.1 and 3.2 is agreed
3.5	Secure employment	Limiting the unnecessary use of Supplementary Labour arrangements in SAPN/Enerven	SBU willing to withdraw if 3.1 and 3.2 is agreed
3.6	Secure employment	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	Not agreed

SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

3.7	Secure employment	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	Not agreed (Claim subsequently withdrawn by SBU)
3.8	Secure employment	Undertake a review of use of Supplementary Labour arrangements in SAPN/Enerven	
3.9	Secure employment	Insert into 2.3.3.2 – Management will provide a defined process for automatic conversion from defined term contract/supplementary labour to permanent employment before 12 months if the role is not made redundant.	Not agreed
4	Gender equality and opportunities for women	<p>Include a new clause – Greater opportunities for women, to include but not be limited to;</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	Not agreed
		<p>After discussion of this claim the SBU amended to:</p> <p>A representative from each union be able to be nominated for membership of SA Power Networks' 'Diversity and Inclusion committee'</p>	
5.1	Work life balance	Provide a fair and transparent process to better manage workload for all employees. Insert a new clause – Workload Management (attached at the end of this document)	Not agreed (Claim subsequently withdrawn by SBU)

SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

5.2	Work life balance	<p>Seeking introduction of a breastfeeding clause to better support and accommodate employees returning to work:</p> <p>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.</p> <p>x.2 Utilities Management will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.</p> <p><del>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)</del> <b>this paragraph of claim withdrawn by SBU</b></p>	Not agreed
5.3	Work life balance	Increasing Family Violence leave entitlement to 20 days (non-cumulative)	Agreed
5.4	Work life balance	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.	Not agreed (Claim subsequently withdrawn by SBU)
		After discussion of this claim the SBU amended to: Increasing limit for use of flex days to 3 per month and paying workers at the overtime rate for time accrued in excess of the 'cap'	Amended claim not supported
5.5	Work life balance	Remove the restriction of accruing flexi time when working from home	Agreed
5.6	Work life balance	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	Work life balance	Incorporation of new ' <b>Working from home</b> ' clause (attached at end of this document)	Not agreed (Claim subsequently withdrawn by SBU)
5.8	Work life balance	Option for salary workers to move to a 36-hour week in operational roles	
5.9	Work life balance	Workers to be allowed Annual Leave regardless of Availability Roster cycle	Not agreed (Claim subsequently withdrawn by SBU and <b>SBU</b> )

SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

			will be required to deal with by way of disputes)
5.10	Work life balance	Have a Cultural Leave clause added to the EA - 3 days - ASU Clause to be added (attached at end of this document)	Not agreed
6	Improved Consultation	<p>Improvements in the consultation process about change to include employees in early discussions prior to decisions being made.</p> <p>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.</p> <p>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. Discussed 12/4 when sapn discussed their opposing claim (SAPN claim 7).</p> <p>Provide greater flexibility to the meeting frequency of the Communication and Consultation Forum (CCF).</p> <p>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.</p> <p>Expand the purpose of the Communication and Consultation Forum (CCF) to include the opportunity for Unions to brief Utilities Management on issues of importance.</p> <p>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.</p>	<p>Not agreed (Claim subsequently withdrawn by SBU)</p> <p><b>Not agreed (SBU’s subsequent position is to Maintain existing Clause)</b></p> <p>Not agreed (Claim subsequently withdrawn by SBU)</p> <p><b>Not agreed (SBU will deal with issues by way of individual disputes)</b></p> <p>Not agreed (Claim subsequently withdrawn by SBU)</p> <p>Not agreed (Claim subsequently withdrawn by SBU)</p>

SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

		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.	Not agreed (Claim subsequently withdrawn by SBU)
7.1	Continuous Shift Workers	Counting sick leave in days not hours e.g. the same as Electranet System Operators NOC and dispatch employees	Not agreed
7.2	Continuous Shift Workers	Addition of a 10% loading for employees on the 'float shift'	Not agreed (Claim subsequently withdrawn by SBU)
7.3	Continuous Shift Workers	Increase entitlement to annual leave from 5 (five) to 6 (six) weeks (9.9.3.1 b)) NOC and dispatch employees	Not agreed
7.4	Continuous Shift Workers	Annualised Pay' (4.10) add agreement will not be unreasonably withheld.	Not agreed
7.5	Continuous Shift Workers	Increase shift allowance for continuous shift workers 'Saturday – all shifts' from 50% to 100% (9.3.1) – to make it consistent with other SAPN workers	Not agreed
8.1	Non continuous shift & availability workers	Availability and Shift Rosters and workers Day/Shift Worker Status only to be changed by agreement with the majority of workers affected	Not agreed <b>CRITICAL CLAIM</b>
8.2	Non continuous shift & availability workers	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	Not agreed (Claim subsequently withdrawn by SBU)
8.3	Non continuous shift & availability workers	Major Incident Allowance is to be paid to all workers who work outside of hours during any "Force Majeure" event  After discussion the SBU amended this claim with: Major Incident Allowance is to be paid to all workers who work when AER declared a Major Incident and SPS payments are not applicable	Not agreed
8.4	Non continuous shift & availability workers	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	Not agreed (Claim subsequently withdrawn by SBU)

**SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)**

8.5	Non continuous shift & availability workers	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	Not agreed
8.6	Non continuous shift & availability workers	Definition for the word "required" to fix prevent the non-payment of LAFHA as seen on KI recently	Agreed
9	Allowances	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.	Not agreed
10.1	OHS&W	Inclement Weather Policy with an allowance attached for situations where work must proceed during inclement conditions.	Not agreed (Claim subsequently withdrawn by SBU – and will be dealt with as WHS disputes as required)
10.2	OHS&W	Amenities or Light Vehicles/Vehicular transport available for all workers to access amenities at all times.	

**Claim 5.1 – WORKLOAD MANAGEMENT (Not agreed to by management and claim subsequently withdrawn by SBU)**

- (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 recognise 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;

## SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

- 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 5.7 – Working from home (Not agreed to by management and claim subsequently withdrawn by SBU)**

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.



## SAPN-Enerven SBU Log of Claims presented at EA meeting 17 June 2021 [www.sapowerworkers.com.au](http://www.sapowerworkers.com.au)

### Claim 5.10 – Cultural and ceremonial leave **(Not agreed to by management)**

14. The Employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
15. The Employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
16. The Employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.
17. Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of three days per calendar year, as well as entitled to Unpaid Cultural and Ceremonial Leave up to a maximum of five additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.
18. Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further Leave Without Pay. Such leave will not be unreasonably withheld by the Employer. In deciding whether or not to grant such leave, the Employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s), and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.
19. Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
20. Where an Aboriginal or Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

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