

## utilities Management EA Update 8-10-2021

On Thursday 7<sup>th</sup> of October 2021, the SBU met with Utilities Management to continue negotiating your next Enterprise Agreement – management continues their claim to exclude Enerven workers from the current EA and create two separate Agreements.

The meeting was largely taken up by discussions about the UMPL claim for an *Emergency Availability Clause* which would allow UMPL to “direct” workers to perform Availability in situations where there is a large weather event or bushfires or “other emergencies”. This claim is of concern to many of our Members, as it would apply to all workers who have the obligation to perform Availability duty in their indicative tasks/job descriptions. If you want to know if this includes you, please check your indicative task or job description, HR will be able to give you a copy of those documents.

UMPL’s reason for asking to have the ability to “direct” workers to perform Availability is to ensure they can resource storm events when they occur (only 1 event has occurred where UMPL could not get the required resources). Our concern with having a clause like this in the EA, is that UMPL can force workers to work even if they already have plans with their family and friends. We also fear UMPL will use this as an alternative to the Major Incident Allowance, the Supplementary Availability Scheme, Voluntary Weekend Availability and High-Risk Days. UMPL say they have no plan to change any of those processes, but with the company continually wanting to “do more, with less” can we trust that a manager in the future won’t take this clause to the extreme and just use it for everything?

If the words in the EA say UMPL can direct workers to perform Availability, there is very little defence against bad actors in the future taking full advantage of that. This really becomes a question of trust; trust in Leadership and trust in Senior Management.

Also discussed at this meeting was the addition of Availability Rosters to the EA. Availability Rosters have been a huge issue in the last 5 years and have recently caused issues with another roster being forced in on the Metro Line Depots. Our claim is to include Availability Roster in the EA.

The SBU still has objections to UMPL’s claim to remove our Issue Resolution Process and replace it with the Fair Work “Model Term” (the worst allowable clause) and the timeline proposed for the new EA. The new EA is proposed to expire 12 months after the last pay rise and our preference is that we keep the current timeline of the pay rise being delivered in July and the EA expiring in December.

We have been seeking feedback from all Members on UMPL’s claim of having a separate EA for Enerven. Our Members have been largely against this idea, for 3 main reasons:

- The lack of any protection from workers being moved freely and without agreement between the 2 businesses (and different EA’s)
- The lack of preparation and information about the proposed Enerven EA: the workers cannot make a decision on whether a separate EA is a good idea because there is no information on wages, classifications or conditions.
- The Enerven workers fear they will not be treated fairly during negotiations based on UMPL’s conduct through the current negotiations so far.

The next bargaining meeting is set for Thursday 21st October 2021.

### **SAME WORK, LESS PAY, WE SAY, NO WAY!**

For more information regarding the SAPN/Enerven enterprise agreement negotiations, contact your relevant union workplace delegate or your Union Organiser:

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**PLEASE SHARE THIS UPDATE WITH YOUR WORKMATES**