	Utilities Management Pty Ltd (SAPN and Enerven) Enterprise Agreement claims position 17 June 2021					
Claim #	EA CI #	Item	Description	SBU position		
	Clause 4	Nominal Expiry	31 <sup>st</sup> December 2023	Agreed		
SBU Claim 3	Att 2 Clause 4.1	Superannuation	Superannuation provision will remain unchanged and a superannuation will continue to be paid an additional 1% above the superannuation guarantee contribution.	Agreed		
SAPN/E Claim 1	Clause 8.1		First Payment: 3% payable on the first full pay period commencing on or after 1 July 2021 Second Payment: 2.75% payable from the first full pay period commencing on or after 1 July 2022 Third payment: 2.5% payable from the first full pay period commencing on or after 1 July 2023	Wage increase claim 4% negotiable dependant on EA package		
SBU Claim 5	Clause 8.1	Payment of first increase	The payment of the first increase to apply from 1 July 2021 subject to an affirmative "Yes" vote before 31 July 2021. (Upon FWC approval of the agreement)	Pay increases to be payable from 1st July 2021		
SBU Claim 6	Att #7	Increase to DUOS	Increase reimbursement from \$700 to a maximum of \$800 per year.	Willing to negotiate as part of total package		
SBU Claim 14	Clause 14	Supplementary labour Review	A <u>one-off</u> permanent appointment of existing supplementary labour who have been engaged four (4) years or more within three months of the new Agreement being approved by the Fair Work Commission.	Not acceptable conflicts with SBU claim for improved job security		
SBU Claim 22	Att 2 Clause 8.2.3 c	Leave use (Christmas Shutdow)	Ability to use RDOs, flexitime, long service leave or annual leave for the period from 25 December to 1 January – with provision that Company has discretion but will not unreasonably deny leave category requested.	Agreed		
SBU Claim 21	Att #9	Clarify flexitime operation	Provision amended to provide clarity that flexi-time will operate while working either in the office or from home. – Attachment 9 "Conditions" section to include:  The above flexitime conditions will operate as described above whether the employee is working from the office or from home	Agreed		
SBU Claim 19	Att 2 Clause 8.14	Family and Domestic Violence leave	Increase Family violence leave entitlement from 10 to 20 days per year.	Agreed		
	Att 2 Clause		Clarification of additional wording clearly defining when this allowance applies and the inclusion of ability for Utilities Management decide to pay expenses (in lieu of LAFHA) where it is not practical for an employee to source suitable meals and accommodation. Clause 7.3 to state:			
	7.3		Employees who travel on company business and are required (due to volunteering or company direction) to stay away from home overnight can elect to either:			
SBU Claim 40		Clarify application of LAFHA	<ul> <li>a) have Utilities Management meet reasonable expenses as described in subclause 7.3.1;</li> <li>or</li> <li>b) receive a "Living Away from Home Allowance" as contained in subclause 7.3.2.</li> </ul>	Agreed		

			In the unlikely circumstance where Utilities Management are satisfied that during the period of work away from home, employee access to food and/or accommodation will be unsafe or unfeasible Utilities Management will have the discretion to meet reasonable expenses as described in subclause 7.3.1 in lieu of payment of "Living Away from Home Allowance" as described in subclause 7.3.2. In this circumstance, employees will be notified in advance of this arrangement.	
CLAIM 16	Att 2 Clause 8.2	Cash out annual leave	Include a provision that enables cash out of up to 2 weeks annual leave per year. The agreement to cash out must not result in the employees remaining paid annual leave balance being less than 4 weeks. The agreement to cash out must be in writing, for each cash out occasion. Clause to be incorporated pursuant to clause provided to, and agreed by, the  Bargaining Representatives	Agreed
SAPN/E			Inclusion of 'new employee pay rates' (minimum of 80% of existing pay rates)	
Claim 2	Att 2 Clause	· ·	New employee pay rates to apply, as a minimum, to any employee (any category) employed after commencement of new Agreement	Not acceptable, will undermine wage rates and job security for all employees new and current.
4.8			All Employees employed before commencement of the new Agreement, will retain existing rates inclusive of increases described in SAPN/E claim #1	
SAPN/E	Att 2		New employee allowance rates will apply to employees hired after the commencement of the new agreement.	
Claim 3	Clause 7.1		All Employees employed before commencement of new Agreement, will retain existing Allowances and have the ability to agree to a minimum 70% of current rates ( <u>by agreement only</u> and <u>for fixed periods for agreed projects</u> )	Not acceptable, will undermine allowances and job security for all employees
SAPN/E	Att 2		<b>New employee</b> Overtime rate to apply to employees hired after the start date of the new agreement and will be at the rates of the first 3 hours at 1.5x and then 2x for hours worked thereafter.	Not acceptable, will undermine penalty rates and job
Claim 4	Clause 6		All Employees employed before commencement of new Agreement will retain existing overtime rates of 2x for all additional hours worked, and have the ability to agree to the above new employee overtime rates ( <u>by agreement only</u> and <u>for fixed periods for agreed projects</u> )	security for all employees
SAPN/E	Att 2 Clause		The company to have the Flexibility to engage new supplementary labour at or above market rates.	
Claim 10	7.6	parity	Contractor Parity clause (Cls 7.6) to be amended to state that the provision only applies to supplementary labour arrangements engaged before commencement of new Agreement and that this provision will not apply to any supplementary labour arrangements engaged after commencement of new Agreement.	Not acceptable, will undermine job security for all employees
	Att 2 Clause 7.17		Replace current IFA provision (Cls 7.17) and current IVRA provision (Cls 4.9) with the Fair Work Individual Flexibility Arrangements model term	Willing to negotiate details to reach agreement.  Need to limit application so as not to undermine collective agreement conditions
	/Clause 4.9			

	Att 2 Clause	Dispute Resolution Clause	Replace the Issue Resolution provision with Fair Work Dispute Resolution model term	Willing to negotiate details to reach agreement.  Need to maintain status quo provision
SAPN/E	Att 13 /Att		Replace reference to 1971-72 Long Service Leave Act with the current Act, and include any additional provisions excluded by the current Act, to protect historical employee entitlements. <b>Appendix 13 and Appendix 14</b> removed and <b>Clause 8.4</b> amended to state the following,	Willing to negotiate details to reach agreement.
Claim 21	14	LSL Provision	Employees are entitled to long service leave in accordance with the South Australian Long Service Leave Act 1987. For shift workers, refer to subclause 9.10 for specific long service leave entitlements and pay- ment for the leave.	Details required to ensure no one worse off
			For the purpose of this clause, continuous service (other than as a casual) under an unbroken contract of employment does not include any continuous period of unpaid absence of more than one (1) calendar month or a period spent on Worker's Compensation or unless recognised by Utilities Management.	
			Please Note that 8.4.1 to 8.4.6 of provision will remain unchanged and 9.10 (relating to LSL for Shift Workers) will remain unchanged	
SAPN/E			Amend scope to remove unions as parties to agreement <u>and</u> remove Reference to 1971-72 LSL legislation. Clause 3 amended to state the following:	
Claim 21	Clause 3	Incidence and parties bound	This Agreement is made pursuant to the Fair Work Act 2009 (Cth) and is binding upon:  Utilities Management Pty Ltd (hereafter referred to as "Utilities Management"); and  Utilities Management employees whose classification is covered by Appendix 1A and 1B of Attachment 2 The following unions will be covered pursuant to Section 183 of the Fair Work Act 2009 (Cth):  Australian Municipal, Administrative, Clerical and Services Union  Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;  Professionals Australia;  Australian Manufacturing Workers Union. This Agreement includes all components listed within Clause 1 (Contents) including all listed attachments.	Agreed
SAPN/E	Att 2 Clause	Consultation	Streamlining of the current Consultation and Communication Forum clause to Communication Forum and Clause 3.4 amended to state the following:	
Claim 24	3.4	and Communication Forum (CCF)	The Communication Forum is a forum to discuss issues that might be of interest or concern. Issues that are specific to individuals or smaller groups of employees should be discussed by other means and in other forums.	

			Utilities Management and Unions will listen to any matters put forward at a CF meeting.  Upon request from a union to conduct a CF meeting, Utilities Management will, subject	Agreed
			to four  (4) week notice and its operational requirements, not unreasonably deny the request.	
			There will be a maximum of three (3) meetings per year, but no obligation to conduct	
			any meet- ings in a year.	
			The meeting length will be no longer than an hour. A meeting may be extended by agreement with the Unions and Utilities Management .	
SAPN/E	Att 2 Clause		Streamlining of current Classification Review Committee (CRC) by amended the current	
•			provision to state the following:	
Claim 25	4.4.1		<ul> <li>a. The classification of all positions (i.e. new, restructured and positions with incumbent employees) within Appendix 1A will be determined by Utilities Management after providing the Classification Review Committee (CRC) an opportunity to provide input.</li> <li>b. In respect of grades of new or restructured positions, Utilities Management will determine the predicted grades through a Job Evaluation ("JE") process.</li> <li>c. In respect of a position with an incumbent employee, Utilities Management and the in- cumbent employee will participate jointly in the JE process to determine the predicted grade for the position.</li> <li>4.4.2 Classification Review Committee (CRC)</li> <li>4.4.2.1 Composition</li> <li>a) The CRC will comprise of four (4) ordinary members, all of which will be employees of Utilities Management, two (2) of whom will be nominated by Utilities Management and two (2) of whom will be nominated by the Unions.</li> <li>b) Utilities Management and the union(s) may nominate alternative members.</li> </ul>	
			c) Members nominated by the parties will be appointed by Utilities Management for a period of two (2) years.	
		Classification Review Commit- tee (CRC)	d) A party may withdraw their nominated member(s) during the term of their appointment. e) After consultation with the parties, any member may be removed by Utilities Management in the event of serious misconduct.  4.4.2.2 Conducting of Reviews  The CRC: a) will have the opportunity to provide input up to two (2) seven (7) working days following the provision of infor-mation by Utilities Management. If the CRC does not provide any input within this timeframe, Utilities Management will proceed with its determination; b) may inform itself by any manner it deems appropriate;	Willing to negotiate details to reach agreement. Concerns highlighted with red text.

			c) within the requirements of this Agreement, may determine its own procedures for the conduct of reviews; d) may provide input the grade for each position only but will not determine the rate of pay within the grade allocated to a position; 4.4.2.3 Determinations a) Each member of the CRC will have no vote in respect to the determination. b) Where a position is reclassified into a higher grade by Utilities Management, the incumbent employee or employees (if any) will receive the appropriate rate of pay effective the next pay pe- riod after the handing down of the review decision. The determination of Utilities Management will be final and will be conveyed in writing to the employee or employees affected.	
SAPN/E Claim 27	Att 2 Clause 2.2.1	Employment by fortnight	Removal of Clause 2.2.1 – as agreed with Bargaining Representatives	Agreed
SAPN/E Claim 29	Att 2 Clause 8.6	Parental and Maternity Leave	Amend current 'Parental Leave' clause pursuant to <b>draft clause provided to Bargaining</b> Representatives on 8 <sup>th</sup> June.	Agreed
SAPN/E Claim 31	Att 2 Clause 9.9.3.7	Maximum Leave	Removal of Clause 9.9.3.7- as agreed with Bargaining Representatives	Agreed
SAPN/E Claim 13	Att 2 Clause 2.11	Abandonment of employment	As agreed with Bargaining Representatives - Amend Abandonment of employment provision to state the following:  Where an employee is absent from work for a continuous period exceeding seven (7) working days without approval or notification to Utilities Management, Utilities Management will take reasonable steps to contact the employee and advise the employee, in writing, that unless the employee provides a justification for the absence that is acceptable to Utilities Management, employment can be terminated.  Termination of employment by abandonment operates from the employee's last attendance at work or the last day's absence in respect of which consent was granted (whichever is the latter) for the purposes of calculating accrued entitlements and pay	Agreed
SAPN/E Claim 32	Att 2 Clause 9.14	Daylight savings	Remove clause 9.14 – as agreed with Bargaining Representatives	Agreed
SAPN/E Claim 33 and 34	Att 2 Clause 7.1.1.3 / Clause 7.2.1	Removal of unused allowances	Amend provisions (including Table 4 and Table 1 – Special Rates) to remove cold places, cash handling, hot places and slag wool allowances.	Agreed
SAPN/E	Att 3, Att 4			Willing to negotiate details to reach agreement.

Claim 35	Att 5, Att 6 Att 8	FAQs and Adelaide Map	Amend Attachment 3 to remove FAQ (First two paragraphs of Attachment 3 to remain) Remove attachments 4, 5, 6 and 8	Some content in FAQ's need to be retained as short simple statements References to map in other clauses will need to be amended Removal of Clause 7.10
SAPN/E Claim 36	Att 7	(DUOS) FAQ	Remove FAQ (retain paragraphs above FAQ section)	Willing to negotiate details to reach agreement.  Some content in FAQ's need to be retained as short simple statements
SAPN/E	Att 2 Clause		Current Clause 2.10.4 to be amended to state the following:	
Claim 39	2.10.4	Death while employed	Where an employee dies while being employed, any amount owing to the employee will be paid by Utilities Management in accordance with relevant probate and legal obligations.	
			A number of minor amendments to ensure compliance with minimum National Employment Standards / Fair Work Act provisions or EA provisions / whichever is more beneficial	Agreed
			SBU Enterprise Agreement Claims	
Claim #	EA Cl. #	Item	Description	UMPL Position
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  If bargaining continues beyond the expiry date and proposed date(s) for any wage or	Not agreed
			entitlement increase – then payment of any increase(s) are to be backdated	Not agreed
2.2		Wages and conditions	Increase the Electricity Account Network component (DUOUS) reimbursement amount from \$900	Not Agreed
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
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	Claim 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	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
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	Claim withdrawn by SBU
3.8	Secure employment	Undertake a review of use of Supplementary Labour arrangements in SAPN/Enerven	Claim withdrawn by SBU
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
		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	Gender equality and opportunities for	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.	Not agreed

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		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.	
5.1	Work life balance	Provide a fair and transparent process to better manage workload for all employees.  Insert a new clause — Workload Management (attached)	Claim withdrawn by SBU
5.2	Work life balance	Incorporation of ACTU model breastfeeding clause (attached)	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 takeneach month so we can better manage our workload without forfeiting accruals.	Claim withdrawn by SBU
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.	Agreed
5.7	Work life balance	Incorporation of new working from home clause (attached)	Claim withdrawn by SBU
5.8	Work life balance	Option for salary workers to move to a 36-hour week in operational roles	Claim withdrawn by SBU
5.9	Work life balance	Workers to be allowed Annual Leave regardless of Availability Roster cycle-	Claim withdrawn by SBU  Deal with by way of disputes
5.1	Work life balance	Have a Cultural Leave clause added to the EA - 3 days - ASU Clause to be added	Not agreed
		Improvements in the consultation process about change to include employees in early discussions prior to decisions being made.	Claim withdrawn by SBU
		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.	
		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).	Maintain existing Clause

6	Improved Consultation	Provide greater flexibility to the meeting frequency of the Communication and Consultation Forum (CCF).	
		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 inadvance and will be held at agreed times. The administrative arrangements for these meetings will be provided by Utilities Management.	Deal with issues by way of individual disputes.
		Expand the purpose of the Communication and Consultation Forum (CCF) to include the opportunity for Unions to brief Utilities Management on issues of importance.	
		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.	
		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.	
7.1	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'	Claim 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		Increase shift allowance for continuous shift workers 'Saturday – all shifts' from 50% to 100% (9.3.1)	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 CRITICAL CLAIM
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	Claim withdrawn by SBU
8.3	Non continuous shift &	Major Incident Allowance is to be paid to all workers who work outside of hours during any "Force Majeure" event  Claim replaced 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	Claim withdrawn by SBU
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		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.	Claim withdrawn by SBU Deal 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 withdrawn by SBU Deal with as WHS disputes as required

**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) Withdrawn by SBU