

KEY	
RED	Unacceptable
Orange	Willing to discuss and negotiate
Green	Agreeable, subject to further detail

No.	SAPN/Enerven Claim	CEPU response
1	Any wage increases over 2% requires change in the Agreement	Wage increases will be considered in relation to agreement outcomes
2	Inclusion of adjusted minimum wage rates for new employees (1a and 1b) (80% of current wage rates)	Creating a 2-tier wage system, which will undermine existing employees into the future
3	Amend Allowances (Att 2 C 7.1) and LAFHA (Att 2 C7.3) provisions to reduce by up to 30% for new employees, and with existing employees, enable reduction for fixed period, by agreement.	Creating a reverse auction for away work. Those that agree to the lowest payment will get the work.
4	Amend Overtime provisions (Att 2 C9.6.2) from double time to 1.5 times for first 3 hours and double time thereafter for new employees, and for existing employees, for fixed periods of time, by agreement	Creating a reverse auction for overtime, those that accept the lowest payment will get the overtime
5	Amend provision to enable SAPN to review and change 'indicative tasks' based on operational requirements at Company discretion (Cls 12)	SAPN will be able to change your Indicative Task at will, changing what is included in your role without your agreement, you could be doing anything under your role tomorrow
6	Amend provision to enable SAPN to efficiently access casual labour based on operational requirements as required (Att 2 Cls 2.3.4)	Labour Hire is pure exploitation of a workforce, this will undermine the existing workforce and negatively impact wage rates moving forward.
7	Replace current Consultation provision with Fair Work model term (Att 2 Cls 3)	Further discussion required
8	Amend provision to enable SAPN to provide THCD as required without obligation to permanently increase grade (Att 2 Cls 4.5)	Removes the Hancock Rule and allows permanent THCD instead of Permanent roles
9	Replace current Individual Voluntary Remuneration Arrangement (IVRA) and Individual Flexibility Arrangement (IFA) provision with Fair Work IFA Model Term (Att 2 Cls 4.9 and Att 2 Cls 7.17)	Further discussion required
10	Remove contractor parity provision (Att 2, Cls 7.6)	This allows outside workforce (supp labour, contractors) to be brought in to do work at a lower wage rate making current employees less secure
11	Amend availability provision to ensure access to availability labour at all times, based on operational requirements and company discretion (Att 2 Cls 2.3)	This is Compulsory Permanent Availability. This would have catastrophic impacts on the work/life balance of workers.
12	Replace current dispute resolution provision with Fair Work model term (Att 2 Cls 11)	Further discussion required
13	Amend Abandonment of Employment provision to remove 14-day obligation (Att 2 Cls 2.11)	Further discussion required
14	Amend to clarify company discretion for driver license reimbursement (Att 2 Cls 7.13)	Means the company will decide who and when drivers' licenses will be re-imbursed
15	Amend to retain only the first sentence of the 'mature age worker provision' and include reference to arrangement operating outside the agreement (Att 2 Cls 7.14)	Further discussion required
16	Amend Annual Leave provision to manage leave liability through cash out (Att 2 Cls 8.2)	Further discussion and detail required

17	Amend Trade Union Training Leave provision to operate outside of Agreement (Att 2 Cls 8.12)	Trade Union Training is critical to allow our delegates/ reps to perform their role. Removing this from the EA will remove this right altogether, these rights are not preserved anywhere else.
18	Amend provision for Duty Officer payment to allow for appropriate payment and application (Att 2 Cls 2.6)	Further discussion required
19	Amend Purchased Leave clause to refer to directive (Att 2 Cls 8.3)	Further discussion required
20	Amend Shift Work provision to remove 2006 reference and remove 'by agreement' reference and incorporate reference to operational requirement (Att 2 Cls 9.1)	Shift workers need to maintain a level of control over their Shift Patterns. This onerous duty has large impacts on family life and the worker should have a say.
21	Amend provisions to ensure Agreement is binding on SAPN and employees only and remove Reference to 1971/1972 LSL legislation (Cls 3)	Further discussion required
22	Remove selection and appointment provision (Att 2 Cls 2.5)	Further discussion required
23	Remove Disciplinary Action provision (Att 2 Cls 9.5)	Further discussion required
24	Remove obligation to conduct CCF meetings process (Att 2 Cls 3.4)	Further discussion required
25	Amend Classification Process provisions to enable SAPN to change/alter job evaluation process and methods in accordance with operational requirements (Att2 Cls 4.4)	Classification Review needs to be consulted properly and there needs to be a transparent process, not a one sided biased financially driven process.
26	Remove Classification Review Committee provisions (Att 2 C4.4.2)	Further discussion required
27	Remove reference to 'term of employment' being by fortnight (Att 2 Cls 2.2)	Further discussion required
28	Replace LSL provision with reference to current LSL act (Att 2 Cls 8.4)	No Issues, based on the details to date
29	Amend Parental Leave provision to replace gender references with primary/secondary care givers (Att 2 Cls 8.6)	No Issues, based on details to date
30	Amend to remove second paragraph of 'Initiation of Part Time / Job Share Employment' provision (Att 2, 5 Cls2.3.2.5)	Further discussion required
31	Remove Maximum Leave Loading clause (Att 2 Cls 9.9.3.3)	Further discussion required
32	Remove confusing provision re 'Day light savings' (Att 2 Cls 9.14)	Further discussion required
33	Remove irrelevant Cash Handling Allowance provision (Att 2, App 2, Table 4)	Further discussion required
34	Remove irrelevant Cold places, Dirty work, Explosive Power Tool, Hot Places and Slag Wool payments (Att2, App 3, Table 1)	Further discussion required
35	Remove five (5) superfluous "FAQ" attachments. (Att 3) Journey Accident Coverage FAQ (Att 4) Salary Sacrifice FAQ (Att 5) Additional Salary Sacrifice FAQ (Att 6) Novated Salary Sacrifice FAQ (Att 8) Adelaide Map	Further discussion required
36	Amendment of Att 7 (DUOS) to remove FAQ	Further discussion required
37	Remove (Att 13) and (Att 14) Long Service Leave regulations (1971/1972)	No issues, based on details to date

38	Remove (Att 10) which is unused 19 Day Month arrangement	based on details to date
39	Remove Death While Employed provision (Att 2 Cls 2.10.5)	based on details to date
40	Amend (Att 2 Table 4) to clarify meaning of 'midday'	based on details to date