

Utilities Management Pty Ltd Enterprise Agreement 2021 SA Power Networks Proposed Offer Submitted 16th Sept 2021 on a without prejudice basis

SA Power Networks submits the below total Proposed Offer for the Bargaining Representatives' consideration and acceptance.

Please note that any SA Power Networks' claims, or items contained within previous proposals, that are not contained in this Proposed Offer have been withdrawn, for the purposes of this Proposed Offer. Further, any Bargaining Representative claims not contained within the Proposed Offer have been rejected, on the basis that they failed to meet business imperatives.

SA Power Networks is requesting a response to this Proposed Offer by close of business on the 24th September, subject to a request by the Bargaining Representatives for extended consideration time.

In the event that this Proposed Offer is rejected by the Bargaining Representatives, SA Power Networks reserves the right to withdraw it but maintain positions contained within.

The details of this Proposal are as follows:

Claim #	Clause #	Item	Description
	Clause 3	Scope	Revised scope to reference SA Power Networks employees only (and exclude Enerven employees)
	Clause 4	Nominal Expiry	30 th June 2025
SBU CLAIM 3	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.
SAPN Claim 1 SBU Claim 4	Clause 8.1	Pay increases and associated payment dates and arrangements	<ul style="list-style-type: none"> First Payment: 2.5% payable on the first full pay period commencing on or after 1 Sept 2021. Second Payment: 2.5% 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 Forth payment: 2.5% payable from the first full pay period commencing on or after 1 July 2024
SBU Claim 5	Clause 8.1	Payment of first increase	Backdating of the increase will only apply in respect to an affirmative "Yes" vote back dated to the first pay period in September 2021.
SBU Claim 6	Att #7	Increase to DUOS	Increase this reimbursement from \$700 to a maximum of \$800 per year.
SBU Claim 22	Att 2 Clause 8.2.3 c	Leave use options (Christmas Shutdown)	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.
SBU Claim 21	Att #9	Clarify of flexi-time 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: <i>The above flexitime conditions will operate as described above whether the employee is working from the office or from home</i>
SAPN Claim 11	(Att 2 Cls2.3)	Ensure access to sufficient labour during emergency periods	Amend Availability Duty provision (clause 2.3) to ensure access to sufficient labour during emergency periods.

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SBU Claim 19	Att 2 Clause 8.14	Family violence leave	Increase Family violence leave entitlement from 10 to 20 days per year.
SBU Claim 40	Att 2 Clause 7.3	Clarify application of LAFHA	<p>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:</p> <p>Employees who travel on company business and are required (<i>due to volunteering or company direction</i>) to stay away from home overnight can elect to either:</p> <ul style="list-style-type: none"> a) have Utilities Management meet reasonable expenses as described in subclause 7.3.1; or b) receive a "Living Away from Home Allowance" as contained in subclause 7.3.2. <p><i>In the unlikely circumstance where Utilities Management is satisfied that during the period of work away from home, employee access to food and/or accommodation will be unsafe, unfeasible or extremely difficult, 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.</i></p>
SAPN 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
SAPN Claim 27	Att 2 Clause 2.2.1	Employment by fortnight	Removal of Clause 2.2.1 – as agreed with Bargaining Representatives
SAPN Claim 32	Att 2 Cls 9.14	Daylight Savings	Remove clause 9.14 – as agreed with Bargaining Representatives
SAPN Claim 9	Att 2 Clause 7.17 / Clause 4.9	Individual Flexibility Arrangement	Replace current IFA provision (Cls 7.17) and current IVRA provision (Cls 4.9) with the Fair Work Individual Flexibility Arrangements model term
SAPN Claim 12	Att 2 Clause 11	Dispute Resolution Clause	Replace the Issue Resolution provision with Fair Work Dispute Resolution model term
SAPN Claim 21	Att 13 / Att 14	LSL Provision	<p>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.</p> <p>Appendix 13 and Appendix 14 removed and Clause 8.4 amended to state the following,</p> <p><i>Employees are entitled to long service leave in accordance with the South Australian Long Service Leave Act 1987.</i></p> <p><i>For shift workers, refer to subclause 9.10 for specific long service leave entitlements and payment for the leave.</i></p> <p><i>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.</i></p> <p>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</p>

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SAPN Claim 21	Clause 3	Incidence and parties bound	<p>Amend scope to remove unions as parties to agreement and remove Reference to 1971-72 LSL legislation. Clause 3 amended to state the following: <i>This Agreement is made pursuant to the Fair Work Act 2009 (Cth) and is binding upon:</i></p> <ul style="list-style-type: none"> • 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 <p><i>The following unions will be covered pursuant to Section 183 of the Fair Work Act 2009 (Cth):</i></p> <ul style="list-style-type: none"> • 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. <p><i>This Agreement includes all components listed within Clause 1 (Contents) including all listed attachments.</i></p>
SAPN Claim 24	Att 2 Clause 3.4	Consultation and Communication Forum (CCF)	<p>Streamlining of the current Consultation and Communication Forum clause to Communication Forum and Clause 3.4 amended to state the following: <i>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.</i></p> <p><i>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 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 meetings in a year.</i></p> <ul style="list-style-type: none"> • The meeting length will be no longer than an hour. A meeting may be extended by agreement with the Unions and Utilities Management.
SAPN Claim 29	Att 2 Clause 8.6	Parental and Maternity Leave	Amend current 'Parental Leave' clause pursuant to draft clause provided to Bargaining Representatives on 8 th June.
SAPN Claim 31	Att Clause 9.9.3.7	Maximum Leave Loading	Removal of Clause 9.9.3.7 – as agreed with Bargaining Representatives
SAPN Claim 13	Att 2 Clause 2.11	Abandonment of employment	<p>As agreed with Bargaining Representatives - Amend Abandonment of employment provision to state the following:</p> <p><i>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.</i></p> <p><i>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.</i></p>
SAPN Claim 39	Att Cls 2.10.4	Death while employed	<p>Current Clause 2.10.4 to be amended to state the following: <i>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.</i></p>

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SAPN Claim 35	Att 2 Clause 7.1.1.3 / Clause 7.2.1	Removal of un- used allowances	Amend provisions (including Table 4 and Table 1 – Special Rates) to remove cold places, cash handling, hot places and slag wool allowances.
SAPN Claim 35	Att 3, Att 4, Att 5, Att 6, and Att 8	Journey Acci- dent Coverage FAQ, Salary Sac- rifice FAQ, Addi- tional Salary Sacrifice FAQ, Novated Salary Sacrifice FAQ, Adelaide Map.	Remove FAQs and Map and make them more accessible by place them on The Hub.
SAPN Claim 36	Att 7	(DUOS) FAQ	Remove FAQ (retain paragraphs above FAQ section)
			A number of amendments to meet Fair Work Commission compliance requirements.